



# **Memorandum of Understanding**

**Bay of Plenty Civil Defence Emergency Management Group**

**and**

**the Minister of Local Government**

# Memorandum of Understanding

## Part A: Introduction

### The Parties

1. The Parties to this Memorandum of Understanding (Memorandum) are:
  - Bay of Plenty Civil Defence Emergency Management Group (the Civil Defence Group); and
  - Minister of Local Government (the Minister).
2. Each one a Party and together referred to as the Parties

### The Civil Defence Group

3. The Civil Defence Group is made up of seven councils of the Bay of Plenty Region and its role is to provide a co-ordinated and integrated approach to the way significant risks and hazards are managed in the Bay of Plenty. The Civil Defence Group is required under section 12 of the Civil Defence Emergency Management Act 2002 (the Civil Defence Act) and is governed by the Group's Constitution (dated July 2013). The Group is a joint standing committee under clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.

### The Minister

4. The Minister is the territorial authority for Whakaari/White Island, under the Local Government Act 2002. As such, the Minister is required by section 64(1) of the Civil Defence Act to plan and provide for civil defence emergency management for Whakaari/White Island.

## Part B: Fundamental matters

### Shared Acknowledgements

5. The Parties acknowledge that:
  - i. the Civil Defence Group is the appropriate body to plan for, and undertake, certain response and readiness functions for Whakaari/White Island on behalf of the Minister;
  - ii. the Minister must plan for, and undertake, certain response and readiness functions to support the Civil Defence Group in carrying out functions on the Minister's behalf in an effective way; and
  - iii. this Memorandum does not relieve the Minister of liability or the legal responsibility to perform or ensure the performance of the functions described in this Memorandum.

## **Purpose**

6. The purpose of this Memorandum is to formally describe the specific response and readiness functions that will be undertaken by the Civil Defence Group and the Minister to fulfil the Minister's responsibilities under section 64(1) of the Civil Defence Act in relation to Whakaari/White Island. The Parties are not legally bound by this Memorandum.

## **Scope**

7. The Parties agree that this Memorandum covers specific functions in relation to response and readiness that have been described in this Memorandum. The Parties also agree that this Memorandum does not cover risk reduction and recovery functions and acknowledge that the Minister may plan for, and undertake, these particular functions.
8. The Parties agree that, subject to relevant statutory obligations, the Parties may enter into discussions to extend the scope of this Memorandum to include other civil defence and emergency management functions.
9. The Parties agree that this Memorandum does not cover civil defence and emergency management responsibilities for other islands for which the Minister is the territorial authority. The Parties also acknowledge that other arrangements may be necessary to cover other islands for which the Minister is the territorial authority and the Parties may enter into discussions at any time to explore such arrangements.

## **Part C: Ancillary matters**

### **The Civil Defence Group**

10. The Parties agree that, to fulfil part of the Minister's responsibility set out under section 64(1) of the Civil Defence Act, the Civil Defence Group will:
  - i. prepare and make any necessary changes to the Whakaari/White Island Response Plan, in consultation with the Department;
  - ii. develop an annual work programme for Whakaari/White Island, with the specifics of this work programme to be determined by the Department and Emergency Management Bay of Plenty;
  - iii. support the development of other agencies' emergency management plans;
  - iv. provide and maintain an emergency operations/co-ordination centre to an acceptable operational standard;
  - v. own and add any necessary equipment and associated infrastructure to an acceptable operational standard;
  - vi. promote and test alerting systems and any signage;

- vii. provide training to appropriate staff and volunteers, and may request Department staff to be available for training;
- viii. liaise and build relationships with land owners, tour operators, GNS Science and any other key stakeholders;
- ix. provide public information, if the Civil Defence Group considers this appropriate, online and through other media;
- x. advise Department staff on public communications, as the Civil Defence Group may consider necessary, to achieve integrated communications and consistent public messaging;
- xi. maintain appropriate communications with the Department during a response;
- xii. appoint an appropriate person to declare a state of local emergency and notifying the Department when a state of local emergency is declared;
- xiii. deploy, and co-ordinate the deployment of, response teams in an emergency and providing any necessary support to the response teams;
- xiv. monitor and validate response team training levels and response readiness;
- xv. assist the Minister in making expense reimbursement claims to the Ministry of Civil Defence and Emergency Management for response activities; and
- xvi. provide the Minister with an annual forecast of the reasonable costs and expenses for other routine activity contemplated by this Memorandum.

### **The Minister**

11. The Parties agree that to fulfil, and support the Civil Defence Group in fulfilling, the Minister's responsibility set out under section 64(1) of the Civil Defence Act, the Minister:
- i. may appoint a representative to attend, and participate in, a meeting of the Civil Defence Group, on behalf of the Minister;
  - ii. will manage business continuity by directing the Department to plan for business continuity management for civil defence and emergency management;
  - iii. will ensure the Department has appropriate capability to support the Civil Defence Group at its request by directing the Department to make staff available for training, integrated communications and consistent messaging;
  - iv. may make a claim directly to the Ministry of Civil Defence and Emergency Management for reimbursement for response expenses; and
  - v. meets any reasonable costs and expenses incurred by the Civil Defence Group for other routine activity contemplated by this Memorandum.

## **Part D: Administrative matters**

### **Disputes resolution**

12. The Parties agree they must resolve any issues between them in a constructive, co-operative and timely manner.
13. The Parties may follow a resolution process as follows:
  - i. If one Party considers that there has been a breach of this Memorandum, that Party may give notice to the other Party that they are in dispute.
  - ii. As soon as practicable upon receipt of the notice, the Director Emergency Management Bay of Plenty and the Director Local Government will meet to work in good faith to resolve the issue.
  - iii. If the dispute has not been resolved within 30 working days of receipt of the notice, the Chair of the Bay of Plenty Civil Defence Emergency Management Group Co-ordinating Executive Group (the Executive Group) and the Chief Executive of the Department will meet to work in good faith to resolve the issue.
  - iv. If the dispute has not been resolved within 20 working days of the meeting under clause 13c., the Chair of the Civil Defence Group and the Minister will meet to work in good faith to resolve the issue.

### **Commencement, Review and Duration**

14. The Parties agree that this Memorandum will be effective on the date that it is signed by the Parties (the Commencement Date).
15. The Parties agree that this Memorandum is a living document that may be updated and adapted at any time and with the written agreement of both Parties to take account of future developments.
16. The Parties agree that this Memorandum will remain in force in perpetuity, unless terminated. This Memorandum may be terminated at any time by either Party, one month after written notice by either Party that this Memorandum is to be terminated.

### **Communication**

17. The Parties agree that communication on operational matters relating to civil defence response and readiness for Whakaari/White Island will be determined by Emergency Management Bay of Plenty and the Department.

### **Definitions**

18. Terms used in this Memorandum, but not defined below, shall have the same meaning as set out in the Civil Defence Act.

“The Minister” means the Minister of Local Government, the territorial authority for Whakaari/White Island.

“The Civil Defence Group” refers to the Bay of Plenty Civil Defence Emergency Management Group.

“The Civil Defence Act” refers to the Civil Defence Emergency Management Act 2002.

“The Department” refers to the Department of Internal Affairs, which advises the Minister on civil defence responsibilities for Whakaari/White Island.

“The Director Local Government” refers to the Director Local Government, Policy Regulatory and Ethnic Affairs, Department of Internal Affairs.

“Emergency Management Bay of Plenty” refers to the Group Emergency Management Office for the Civil Defence Group, established in July 2015, which provides operational service delivery of civil defence and emergency management activities for nearly all Bay of Plenty councils.

“The Executive Group” refers to the Bay of Plenty Civil Defence Emergency Management Group Co-ordinating Executive Group.

“Memorandum” refers to this Memorandum of Understanding.

“The Parties” refers to the Minister and the Civil Defence Group.

# Signatories

The undersigned hereby execute this Memorandum of Understanding:

**SIGNED for and on behalf of the:**

**BAY OF PLENTY CIVIL DEFENCE EMERGENCY MANAGEMENT GROUP**

GROUP CHAIR (BROWNLEE)  
(Full Name)

Signature: 

Date: 11/8/17

**Witness**

DAVID BURNHAM LOVE

Signature: 

Address: ROPAC  
ROBINSON ST  
TARANAKI

**SIGNED for and on behalf of the:**

**MINISTER OF LOCAL GOVERNMENT**

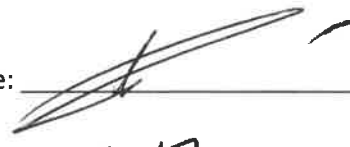
Magdalene Dea  
(Full Name)

Signature: 

Date: 11.8.17

**Witness**

Gloria Walker

Signature: 

Address: 11.8.17  
Seaford, Wellington