

## Terms of reference

### Residential Advisory Service Governance Group

#### 1. Background

- 1.1 These are the terms of reference for the Governance of the **Residential Advisory Service (RAS)**, established to support the recovery of greater Christchurch through the provision of independent advice (supported by relevant technical experts) and independently facilitated multi-party meetings to support property owners in progressing their repair, rebuild, resettlement and claims settlement.
- 1.2 These terms of reference support the Recovery Strategy which is a statutory document under section 15 of the Canterbury Earthquake Recovery Act 2011 (CER Act), thereafter relevant statutory arrangements under the Greater Christchurch Regeneration Bill.
- 1.3 Achieving recovery from the Canterbury Earthquakes will be a joint effort between the public and private sectors, non-government organisations (NGO's) and the wider community.
- 1.4 Government departments continue to coordinate the rebuilding and recovery of greater Christchurch through an efficient and effective programme of action involving local and central government; Iwi; businesses; community groups and individuals, land owners and developers; house-builders; infrastructure providers; and the insurance and finance sectors.

#### 2. Goals of the Service

- 2.1 Residential property owners are assisted to make progress in their individual repair, rebuild, resettlement and claims settlement process in greater Christchurch.
- 2.2 The service will provide independent and impartial assistance to residential property owners. It will help them understand and progress the repair and rebuild process.

#### 3. Scope of the Residential Advisory Service Governance Group

##### 3.1 Purpose

- 3.1.1 The purpose of the Residential Advisory Service Governance Group (the Governance Group) is to oversee the strategic development and implementation of the **RAS** and to monitor its operation in order to achieve its purpose as laid out in the Memorandum of Understanding (MOU).

##### 3.2 Anticipated Timeframe

- 3.2.1 The Governance Group will be in place for:
  - a. The length of time of the Service and;
  - b. A length of time following the end of the service to provide the required reporting and/or transition of the Service

##### 3.3 Accountability

- 3.3.1 The Governance Group is accountable to the Residents of Greater Christchurch and the stakeholders of the Service.

##### 3.4 Membership

- 3.4.1 The Governance Group will comprise of:
  - a. a senior member from each of the Crown Funding Agencies;
  - b. a senior member from the Insurance Funding Agencies;
  - c. a senior member from the Other Funding Agency (EQC); and



- d. an independent CER Act Community Forum member, or other community representative, to represent residents.

3.4.2 It is recognised, with approval of the Governance Group, this membership may change over time.

### 3.5 Appointment process

3.5.1 The following principles will be applied when replacing resignations from the existing Governance Group:

- a. Appointment to the Governance Group will be for a one year period. At the conclusion of this period, subject to the approval of the Chair, members who wish to continue on the group and continue funding to the Service (and are supported by their organisations to do so) may have their appointment extended for a further term.

### 3.6 Appointment Process – Chairperson

3.6.1 The Governance group shall elect a chairperson from within its membership and approve the length of term for the Chairperson.

## 4. Member Commitments

4.1 Members of the Governance Group will work closely and collaboratively in an innovative and open manner to produce outstanding results. To achieve this we make the following commitments:

- 4.1.1 **Shared responsibility:** We will actively address all tasks and duties of our role as members of the Governance Group, and will comply with the operational provisions and guidance for the Service, as set out in the Memorandum of Understanding.
- 4.1.2 **Shared decision-making:** All decisions by the Governance Group will be made with the aim of obtaining a unanimous decision by consensus and where a decision by the Governance Group is not unanimous the majority will apply. We will use our best endeavours to facilitate unanimous decisions, and will not prevent a consensus being reached for trivial or frivolous reasons.
- 4.1.3 **Shared accountability:** We agree that we will have a robust airing of views, but that once the Governance Group has reached a decision we will abide by that decision and support it publicly. (This includes keeping confidential the views of particular individuals expressed during the discussion, but does not prevent us sharing the issues that were balanced in reaching the decision)
- 4.1.4 **Good faith:** We agree to openly discuss all matters that affect our ability to make firm decisions, including any conflicts of interest and any limits on our mandate (where we carry these from participant organisations), so that all members of our Governance group are fully aware of any restrictions, caveats or further authority that may be required.
- 4.1.5 **Treaty of Waitangi:** We agree that the Treaty of Waitangi establishes the unique and special relationship between Iwi, Maori and the Crown. Parties with Treaty obligations will honour these when participating in activities outlined in the MoU.
- 4.1.6 **Confidentiality:** To encourage the open and transparent sharing of information we agree to keep confidential, matters shared on a confidential basis, to enable improved decision making.



4.1.7 **Active engagement:** We agree our members' continuous involvement in and attendance at our Governance Group meetings is critical and will make every effort to attend and participate fully.

4.2 If a member of our Governance group does not act in accordance with our principles and commitments, we will discuss the situation with the member concerned. If no resolution can be found, it shall be escalated to the respective Chief Executive of the member, or Minister's office for the community representative.

## **5. Values within the Service Memorandum of Understanding (MOU)**

5.1 The foundation of the Service MOU is a commitment to act in good faith to reach consensus decisions on the basis of assisting property owners to progress their repair, rebuild or settlement process. As the Governance Group we will conduct ourselves and undertake our leadership role in a manner consistent with the values set out in the MOU. Within the MOU the parties agree, within the scope of the service, in good faith to:

- 5.1.1 Work as a team;
- 5.1.2 Support each other in finding the most efficient ways to deliver the service;
- 5.1.3 Be open, frank, honest and constructive in all dealings with each other;
- 5.1.4 Share work equitably and reasonably, consistent with agreed arrangements;
- 5.1.5 Use the MoU as a benchmark against which the parties can settle their potential issues of conflict between them as work progresses;
- 5.1.6 Optimise the value and benefit delivered to the affected property owners of Greater Christchurch by the parties;
- 5.1.7 Maintain ethical practices; and
- 5.1.8 Discuss issues and negotiate with each other in good faith and a principled manner.

## **6. Responsibilities; planning, decision making, oversight, relationship management**

### **6.1 Responsibility – Planning**

The Governance Group will carry out the following planning functions:

- 6.1.1 Strategically plan in relation to Service goals, objectives and scope;
- 6.1.2 Continually assess the ever changing environment in which the Service functions;
- 6.1.3 Review and approve the Service plans for funding its delivery;
- 6.1.4 Review and approve the Service plans and directions;
- 6.1.5 Review and approve the financial budget of the Service and receive monthly reports against the budget;
- 6.1.6 Review and approve the standard operating procedures of the Service.

### **6.2 Responsibility – Decision making**

6.2.1 The Governance group will make decisions in the following way:

- a. All decisions by the Governance Group do not require a vote unless a member (or substitute member) requests a vote, in which case a vote must be held. Each representative (or substitute senior representative) is entitled to cast a vote. All votes must be cast and where a decision by the Governance Group is not unanimous the majority vote will apply;
- b. All major funders (MBIE, ICNZ and EQC) must attend in person or by phone or appoint a representative to attend each governance meeting. A meeting may



only proceed if there is at least three (3) members (or substitute members) present;

- c. No binding decision can be made without all major funders being in agreement;
- d. The Governance Group makes decisions and recommendations about issues that are strategic and significant;
- e. The Governance Group ensures that operational decision making is delegated to, and undertaken by, MBIE who is responsible for operational management of the Service including; contracting, service establishment, service implementation and review and the management of communications for the Service.

### **6.3 Responsibility – Oversight**

6.3.1 The Governance Group provides oversight to the Service by:

- a. Receiving written Service delivery reports from MBIE at each meeting;
- b. Reviewing Service results achieved;
- c. Reviewing client feedback;
- d. Overseeing Service evaluation;
- e. Providing candid and constructive advice and comments to the Project Manager;
- f. Ensuring that project management has appropriate policies to define and identify conflicts of interest and quality standards throughout the Service, and overseeing the enforcement of those policies;
- g. Overseeing financial performance and annually reviewing and approving the plans for funding;
- h. Periodically reviewing governance structure and function.

### **6.4 Responsibility – Organisational relationships with Service Management**

6.4.1 Individual governance members (excluding the Community representative) will encourage appropriate operational contracts for the Service management team with the organisations or groups they represent on the Governance Group.

### **6.5 Service Budget**

6.5.1 The funding contributions will be determined by the MOU funding members, informed by budget requirements, developed by the Governance Group each year.

### **6.6 Reporting**

6.6.1 The Service will maintain appropriate statistics to enable governance to measure the demand for and effectiveness of the Service and its on-going need.

6.6.2 Reporting requirements will be influenced by the stakeholder, operational, public, and legislative and other needs. Financial reporting will be provided monthly.

6.6.3 The Governance Group may request ad-hoc reporting from the Service.

### **6.7 Conflict of Interest**

6.7.1 Conflicts of interest will be stated prior to all meetings or new programme of work and managed accordingly.

### **6.8 Minutes and Agendas**

6.8.1 Agendas and minutes will be coordinated via MBIE. Agendas will be circulated no later than two (2) days prior to the meeting, as will any material relevant to the agenda. Minutes will be circulated to all Governance Group members following the meeting. Minutes remain confidential whilst 'draft' until agreed.



### 7. Relationship of Governance Group to Parties to the Service

Individual Service transactions ↔  
Strategic Service decision making ↔  
Operational Change Direction - - - ->

