



Resource Sharing Agreement: Building Control

Between Parties:

- Central Otago District Council
- Clutha District Council
- Dunedin City Council
- Gore District Council
- Invercargill City Council
- Mackenzie District Council
- Queenstown Lakes District Council
- Southland District Council
- Timaru District Council
- Waimate District Council
- Waitaki District Council

Whereby the parties hereto agree and declare as follows:

Purpose

This agreement has been formulated to foster and provide a sharing of staff resources between the parties with a view to:

- Achieve greater efficiencies and cost sharing whilst encouraging the exchange of knowledge and expertise.
- Provide better customer service in timeliness and delivery.
- Managing staffing resource availability including unexpected peaks in workloads and/or specific requirements to maintain Building Consent Authority Accreditation.
- Be potentially available to assist others with the delivery of TA functions, if requested.

Scope of Activities

- Building Control – to have the ability to share staff resources to perform technical and administrative functions across territorial authority boundaries, where available and practical to do so.

Definitions

BCA Building Consent Authority

BCO Building Control Officer

“Requester” or host BCA – this is the Party that has the particular resource requirement and is looking to have that provided by another party to this agreement.

“Provider” – this is the Party who provides the service through supplying their personnel either physically to the requesters place of work, or remotely from their own site.

NB: all parties to this agreement can at times be a Requester and a Provider depending on the specific agreement for the work to be undertaken.

Availability of Resources

It shall be the responsibility of the Requester to liaise with the Provider in sufficient time for the Provider to programme the availability of suitable staff to deliver this service. The Provider shall not be prejudiced by the unavailability of its resource.

It is expected that BCA and/or group managers will assess the current position of their own BCA when a general request for assistance is circulated, and give due consideration to what resources could be spared before a response is made to offer resources or decline.

Liaison between Parties

Dialogue shall be between parties to arrange and approve the specific nature of resources delivery, and thereafter additionally through officers delegated to arrange the delivery of the services required.

Warrants of Appointment

Each Provider shall ensure that its officers carry a photographic identification card. It shall be the responsibility of the Requester to provide a warrant of appointment signed by the Chief Executive, authorising that person to act under the Building Act 2004, if it is required.

Risk and Liability

It is a requirement in good faith that the Provider will ensure any personnel delivering the services under this agreement will have been assessed to be competent to perform the tasks, in accordance with their own accreditation procedures. It is to be assumed that a suitable Regulation 18 qualification is the minimum requirement for staff performing technical functions on behalf of the host BCA; however an assessment of current competency may be a suitable alternative for those BCOs without a recognised qualification. Copies of these documents are to be made available to the host BCA upon request. (BCOs should always work within their current level of competency)

The risk and liability for the service delivered in all cases shall rest with the Requester. For the avoidance of doubt – the Requester should view any work done by the staff of the Provider as if it had been done by a member of their own staff – e.g. any decisions to issue Building Consents or Code Compliance Certificate are ultimately made by the Requester (albeit as a result of service delivery from the provider). It is the responsibility of the host BCA to perform inductions for provider BCA staff as per their in house procedures, and to satisfy the Health and Safety at Work requirements.

It is the responsibility of each Party to advise their own insurers of the existence and nature of work to be done under this agreement.

Vehicle and Safety Equipment

It is expected that the Provider would make a motor vehicle and equipment available to the BCO, however if this is not practicable the Requester shall provide a vehicle and equipment suitable for the work to be undertaken.

Charging Arrangements

It shall be the responsibility of the Requester to be aware of the charging arrangements when requesting the specific service. It is likely that individual rates will be agreed in advance between the parties on a job-by-job basis. To assist with the purpose of this agreement – the general charging components are explained below:

- Motor Vehicles – These shall be charged out at the Providers standard internal charge out rate (as recommended by IRD) for the particular vehicle provided. In the event that an officer has to take private or public transport to commence his/her duties the Requester shall meet that reasonable cost.
- Staff Time – It is expected that the Provider would charge out an officer's time at their normal hourly charge out rate (as published in list of fees and charges) plus any specific disbursements.
- Meal and Accommodation – Where an officer is required to stay overnight or for a succession of nights, it shall be the responsibility of the Requester to provide a reasonable standard of hotel/motel accommodation on a dinner, bed and breakfast basis.

Duration of agreement

This agreement will remain in force until one of the parties makes a request to add to, abolish or alter in any way, any of the conditions of this agreement. Any changes must be approved by all of the parties.

This agreement is expected to be reviewed on an annual basis after it has been agreed upon and confirmed by an authorised signatory from each member Council. The completed and signed copy will be made available on the secure login section of the SBCG website and it is expected that the performance of services provided under this agreement will form part of the annual review conducted at the SBCG AGM. Key examples are;

- Quality of service including expected output delivery,
- Timelessness of service,
- Responsiveness to service requests,
- Maintaining accurate BCA/TA records.

Dispute Resolution

In the event of any dispute between the parties in relation to services provided under this agreement, the parties agree to use their best endeavour to resolve the matter through direct negotiation. Failing agreement through direct negotiation; the parties agree to refer the matter to mediation to be facilitated by a mediator appointment jointly by the parties.

Failing agreement through mediation, the parties agree to refer the dispute to arbitration. The parties will jointly appoint a suitably qualified and experienced arbitrator. Failing agreement on appointing an Arbitrator, the parties agree to the appointment to be made by the president of the Arbitrators and Mediators Institute of New Zealand (AMINZ).

Signatories

Sign as a participant of the Resource Sharing Agreement

Central Otago District Council

Name: Loise Anne van der Vrook
Position: Executive Manager, Planning & Environment

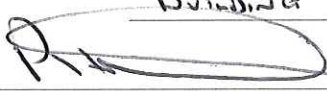

Authorised Signature Date 5/6/18

Clutha District Council

Name: David Campbell
Position: Planning + Regulatory Group Manager.



Authorised Signature Date 13/4/18

Dunedin City Council

Name: PAUL HENDERSON
Position: BUILDING SOLUTIONS MANAGER



Authorised Signature Date 24/4/2018

Gore District Council

Name: IAN DAVIDSON-WATTS
Position: GENERAL MANAGER -


Authorised Signature Date 9/4/2018

Invercargill City Council


Name: Pamela M. Gare
Position: Director of Environmental and Planning Services


Authorised Signature Date 3/4/2018

Mackenzie District Council

Name: Karina Moran

Position: Group Manager Regulations



Authorised Signature

Date

16 / 4 / 2018

Queenstown Lakes District Council

Name: Chris English

Position: Building Services Manager



Authorised Signature

Date

12 / 6 / 18

Southland District Council

Name: BRUCE HALLIBAN

Position: G. M. - ENVIRONMENTAL SERVICES



Authorised Signature

Date

3 / 5 / 18

Timaru District Council

Name: Tracy Tierney

Position: Group Manager Environmental Services



Authorised Signature

Date

18 / 4 / 18

Waimate District Council

Name: S Kelly **Sue Kelly**

Position: Regulatory & Compliance Group Manager



Authorised Signature

Date

13 / 4 / 18

Waitaki District Council

Name: Lichelle Guyan

Position: Heritage, Environment & Regulatory Group Manager



Authorised Signature

Date

27 / 4 / 18