

# Local Authorities of the Otago Region Triennial Agreement 2010-2013

*Adopted – Council 1 March 2011*

## 1. PURPOSE OF AGREEMENT

- To reinforce the principle of partnership embedded in the Local Government Act 2002 (LGA) as it affects the actions of local authorities in the Otago region.
- To meet the requirements of Section 15 of the LGA and Schedule 1 of the Resource Management Act 1991 (RMA).
- To provide a mechanism for the Otago region's local authorities to:
  - a) enable democratic local decision-making and action; and
  - b) promote the social, economic, environmental and cultural well-being of our communities.
- To encourage communication, coordination and cooperation between the Otago region's local authorities (a partnership).
- To provide enhanced clarity as to the responsibilities between the Otago Regional Council and other Otago Councils giving a seamless local government service.

This agreement will be successful when:

- decisions made by any one authority that may materially affect the activities of any other Otago local authority are made only after genuine dialogue and a willingness to seek mutually beneficial outcomes has taken place, and
- public interaction with Otago Councils does not result in disputed gaps or discordant overlaps in jurisdiction between Councils.

## 2. PARTIES TO THE AGREEMENT

Central Otago District Council  
Clutha District Council  
Dunedin City Council  
Otago Regional Council  
Queenstown Lakes District Council  
Waitaki District Council

## 3. FORUM

Communication and coordination in relation to this agreement will occur through at least the following forums:

### **Otago Mayoral Forum**

- Meetings of Mayors, Regional Chairperson and their Chief Executives, to occur at least once every three months to review and promote the performance of the agreement.

### **Regional Chief Executive Group**

- Meetings of Chief Executives of the Otago region to occur approximately every three months to discuss general business, to review the performance and implementation of the agreement, and to agree and commission reports on key issues for discussion by the Otago Mayoral Forum.

### **Other**

- Existing regional and sub-regional forums, such as the Joint Committees for Otago Regional Economic Development and Civil Defence.
- Meetings and contact between staff as necessary to give effect to this agreement.

Where practicable, meetings involving similar attendees shall be scheduled for the same day.

Minutes or notes of meetings shall be referred back to each party involved in any particular issue.

## **4. SERVICING**

The parties agree that responsibility for servicing this agreement shall be shared, with responsibility passing from local authority to local authority following the triennial election.

Servicing this agreement will involve:

- providing secretarial services and venues for meetings of the Otago Mayoral Forum and meetings of Chief Executives;
- media and communications contact concerning the performance of the agreement.

The parties agree that the Central Otago District Council will be the first local authority responsible for servicing this agreement after which it shall pass to the remaining local authorities alphabetically, unless agreed otherwise.

Accordingly, the servicing of this 2010-2013 agreement shall be by the Otago Regional Council.

## **5. PROTOCOLS FOR COMMUNICATION AND COOPERATION**

Each party will ensure that:

- Through good communication, surprises are avoided;
- Internal processes in each local authority encourage the identification of cross-boundary or inter-jurisdictional issues;

- Early notification is given to any of the affected parties to this agreement, of policy discussions and plan developments, which may have material implications for those parties;
- Reasonable opportunities with agreed timeframes are available for involvement by affected local authorities in the development of policies, plans, activities or projects that have inter-jurisdictional or cross-boundary implications;
- Early notice is given of disagreements between parties and genuine attempts made to resolve these. If unsuccessful in gaining unanimity, any public announcements made will acknowledge and fairly represent the contrary views;
- Where beneficial to our communities, processes to engage with communities, government and non-government agencies as well as regional and territorial authorities from other regions will be undertaken jointly;
- Except where one party has statutory responsibility, where a significant decision or issue primarily affects a particular Council or its population, then that Council should be given the opportunity to have the lead role in formulating the region's response;
- The parties acknowledge each Council's unique accountability.

## **6. SCOPE AND ISSUES**

The parties agree that in addition to the general obligations under this agreement to consult and involve, local authority representatives will meet to specifically address key issues that are common.

Key issues shall be confirmed at the first meeting of the Otago Mayoral Forum each triennium and are included as Schedule A to this agreement. The list may be amended from time to time as agreed by the Otago Mayoral Forum.

## **7. NEW REGIONAL COUNCIL ACTIVITY**

Section 15(2) of the LGA requires that each triennial agreement must include a statement of the process for consultation on proposals for new regional council activities.

The parties agree that:

The Otago Regional Council may promote and contribute to funding of regional infrastructure facilities with significant tangible benefits to all communities of Otago, and that:

- Where a proposed new regional council activity is significant in terms of the Otago Regional Council's policy on significance, the process will be as set out in Section 16 of the LGA;
- Where a proposed new regional council activity is not significant in terms of the Otago Regional Council policy on significance, the Regional Council undertakes to notify all other

Councils in the region prior to commencing any public consultation, in line with the principles of no surprises, partnership and good faith;

- Where the parties to this agreement are unable to agree, dispute procedures as set out in Section 16 (4) – (7) of the LGA will be used.

## 8. REVIEW OF AGREEMENT

The parties to the agreement shall meet as the Otago Mayoral Forum and consider amendments to the agreement not later than the next available meeting of the Otago Mayoral Forum following a request from any one or more authorities party to this agreement. The request in writing must be received at least one month prior to the meeting date by the authority responsible for the servicing of this agreement at that time.

Any amendment agreed shall be referred back to each party to this agreement for ratification.

This agreement will be placed on the Otago Mayoral Forum agenda at its final meeting prior to a triennial election for review, with the purpose of recommending changes (if any) to the incoming Councils.

## 9. AUTHORITY

This agreement is signed on this ..... day of ..... 2011 by the following on behalf of their respective authorities:

Mayor Lepper .....  
Central Otago District Council

Mayor Cadogan .....  
Clutha District Council

Mayor Cull .....  
Dunedin City Council

Chair Woodhead .....  
Otago Regional Council

Mayor Van Uden .....  
Queenstown Lakes District Council

Mayor Familton .....  
Waitaki District Council

## **SCHEDULE A**

Key issues to be addressed by Otago Local Authorities:

- Shared Services, delegations and transfers
- Statutory requirements for Regional Policies and Plans
- Regional economic development
- Responsibilities to iwi