



AGENDA

Late Reports

Ordinary Council Meeting

Wednesday, 25 January 2023

Date: Wednesday, 25 January 2023

Time: 10.30 am

**Location: Ngā Hau e Whā, William Fraser Building,
1 Dunorling Street, Alexandra**

(A link to the live stream will be available on the Central Otago District Council's website.)

**Sanchia Jacobs
Chief Executive Officer**

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5 REPORTS

23.1.18 RATIFYING THE OTAGO LOCAL AUTHORITIES' TRIENNIAL AGREEMENT 2023-25

Doc ID: 614956

1. Purpose of Report

To consider ratification of the Otago Local Authorities' Triennial Agreement (the Agreement) 2023–25.

Recommendations

That the Council

- A. Receives the report and accepts the level of significance.
 - B. Approves attached Otago Local Authorities' Triennial Agreement 2023–25.
 - C. Authorises His Worship the Mayor to sign the Otago Local Authorities' Triennial Agreement 2023–25 on behalf of Central Otago District Council.
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2. Background

The Triennial Agreement mandates the work of the Otago Mayoral Forum, Otago Chief Executives Forum, and cross-council working groups. The parties to the Agreement are the six local authorities of Otago: Queenstown Lakes District Council, Central Otago District Council, Waitaki District Council, Dunedin City Council, Clutha District Council, and the Otago Regional Council. To comply with the Local Government Act 2002, all councils are required to ratify the Agreement no later than 1 March 2023.

3. Discussion

The purpose of a triennial agreement is to ensure that appropriate levels of communication, co-ordination and collaboration are maintained between local authorities within the region.

Agreements must include:

- a. protocols for communication and co-ordination between local authorities,
- b. the process by which local authorities will comply with section 16 of the Act, which applies to significant new activities proposed by regional councils, and
- c. processes and protocols through which all councils can participate in identifying, delivering and funding facilities and services of significance to more than one district.

The Agreement was prepared by the Otago Mayoral Forum Secretariat. The proposed Agreement is more concise than previous iterations, and written in plain English where possible. There is no longer a separate Terms of Reference for the Mayoral Forum, with these details captured in the body of the Agreement alongside arrangements for the Otago Chief Executives Forum and cross-council staff working groups.

The Agreement was reviewed and amended by the Otago Policy and Strategy Managers' Group and the Otago Chief Executive Forum. Otago Regional Council's Legal Counsel has reviewed the Agreement and assessed that it complies with the requirements of Section 15 of the Act. This includes, in particular, the statement attached as Annexure A which pertains

to Section 16 of the Act. The Otago Mayoral Forum agreed on December 9, 2022 to refer the attached Agreement to councils for ratification.

The Agreement includes commitment to a formal relationship between the Papatipu Rūnaka and the local authorities of Otago through Te Rōpū Taiao Otago. This arrangement operates under a separate Governance Charter.

4. Financial Considerations

There are no new financial implications from signing this agreement.

5. Options

Option 1 – (Recommended)

Approve the Otago Local Authorities' Triennial Agreement 2023-25

Advantages:

- The agreement has been reviewed and approved in line with legislation by the region's Chief Executives and approved by the Otago Mayoral Forum

Disadvantages:

- None

Option 2

Do not approve the Otago Local Authorities' Triennial Agreement 2023-25

Advantages:

- None

Disadvantages:

- Central Otago District Council would fail to meet its statutory requirements under s15 of the Local Government Act

6. Compliance

Local Government Act 2002 Purpose Provisions	This decision enables democratic local decision making and action by, and on behalf of communities as ratification complies with the Local Government Act 2002.
Decision consistent with other Council plans and policies? Such as the District Plan, Economic Development Strategy etc.	The decision is consistent with the Local Government Act 2002.
Considerations as to sustainability, the environment and climate change impacts	There are no impacts as a result of this decision.
Risks Analysis	The Agreement complies with requirements in

	<p>section 15 of the Local Government Act 2002.</p> <p>The Agreement needs to be ratified by the parties to the agreement – the five territorial authorities in Otago and the regional council – no later than 1 March 2023.</p>
Significance, Consultation and Engagement (internal and external)	<p>This decision does not trigger the Significance and Engagement Policy.</p>

7. Next Steps

If Council agrees, His Worship the Mayor will sign the Agreement on behalf of Council. Once all member councils have ratified the Agreement, the Otago Mayoral Forum Secretariat will arrange for the Agreement to be signed.

8. Attachments

Appendix 1 - Otago Triennial Agreement 2023-25 [↓](#)

Report author:



Sanchia Jacobs
Chief Executive Officer
20/01/2023



Otago Local Authorities' Triennial Agreement 2023–25

Preliminaries

1. The parties to the Agreement are Queenstown Lakes District Council, Central Otago District Council, Waitaki District Council, Dunedin City Council, Clutha District Council, and the Otago Regional Council (the Parties).
2. Section 15 of the Local Government Act 2002 (the Act) requires local authorities in a region to enter into a Triennial Agreement (the Agreement) by 1 March following local body elections.
3. The purpose of the Agreement is to ensure appropriate levels of communication, co-ordination and collaboration between local authorities within the region. It must include:
 - protocols for communication and co-ordination among the local authorities;
 - the process by which the local authorities will comply with section 16 of the Act, in respect of proposals for new regional council activities; and
 - processes and protocols through which all local authorities can participate in identifying, delivering and funding facilities and services of significance to more than one district.
4. The Agreement may also provide for joint governance arrangements. For Otago, these arrangements include the Otago Mayoral Forum, the Otago Chief Executives Forum, Te Rōpū Taiao Otago, and cross-council working groups.

Working together for Otago

5. This agreement provides a basis for the Parties to work together in good faith for the benefit of the Otago region, to resolve issues, and promote opportunities of significance for all communities of Otago and its natural environment.

Relationships and Advocacy

6. The Parties recognise that strong relationships, shared objectives and a collective voice can better serve Otago's communities and environment.
7. The governance and leadership mechanisms outlined in this Agreement enable Otago's local authorities to build relationships with one another, and to identify, prioritise and work towards shared positions on issues and opportunities for the Otago region.
8. When a Party is considering a major policy initiative or proposal that may have implications for other Parties, and unless such disclosure is inconsistent with the Local Government Official Information and Meetings Act 1987 or commercial confidences precludes such disclosure, that Party will give early advice to the affected Parties and share the information with the Otago Mayoral Forum, the Otago Chief Executives Forum, and any appropriate cross-council working groups.
9. The statement of the process by which the local authorities will comply with section 16 of the Act is attached as Annexure A.

Collaboration

10. The Parties recognise that working together can bring efficiencies, including through reduced duplication of effort and practical solutions such as shared services and facilities. The Parties acknowledge that collaboration on issues and opportunities can generate value to the districts and communities of Otago that would otherwise not be achieved by the parties working alone.
11. Central Government has in recent years encouraged collaboration among local authorities, including as a condition of funding in some instances or to implement policy changes.
12. It is beneficial for Otago to have governance and leadership mechanisms in place to explore regional issues and opportunities, and as a complement to the work of each local authority in the region.
13. Under these mechanisms, the Parties may pursue shared outcomes through a joint work programme, co-commissioning of studies, policy development and other agreed work. The parties may explore options to identify, deliver and fund facilities and services of significance to more than one district, as envisaged by the Act.

Governance and Leadership

14. The Otago Mayoral Forum is the primary mechanism to implement the Agreement. The Mayoral Forum is supported by the Otago Chief Executives Forum and various cross-council working groups.
15. Te Rōpū Taiao Otago is the formal structure underpinning the relationship between Kāi Tahu ki Otago and Otago local authorities.
16. The Otago Regional Council hosts a permanent secretariat to support and advise the above groups and facilitate collaboration across Otago's local authorities as needed. The secretariat also holds a small discretionary budget to facilitate the Forums' work.

Otago Mayoral Forum

17. The Otago Mayoral Forum brings together Otago's Mayors (or Chairperson in the case of Otago Regional Council), supported by their Chief Executives, to provide leadership, co-ordination and advocacy for the Otago region.
18. Each Mayor, through election and under the Local Government Act 2002, is provided with a mandate to represent and provide leadership on the things that matter to their communities and areas. The Otago Mayoral Forum connects these mandates to provide collective leadership on issues that matter across Otago.
19. Such collective leadership can be a powerful influence that benefits Otago and all its districts. The Otago Mayoral Forum can provide this leadership without impinging on the right for each of Otago's local authorities to decide policy, agree resourcing and govern its own area as appropriate.
20. The Otago Mayoral Forum may formalise shared positions through letters of support, submissions and/or public statements as appropriate.
21. The Otago Mayoral Forum shall receive and consider advice from the Otago Chief Executives Forum on strategic issues and opportunities for collaboration. It will also receive reports from the Otago Chief Executives Forum on the delivery of regional actions, work programmes or collaborative projects.
22. On occasions where the Mayor or Chair cannot attend, a council may be represented by its Deputy Mayor or Chair or delegate).
23. The Otago Mayoral Forum shall select a Chairperson at the first meeting immediately following the Triennial Elections. This appointment may be reviewed after a period of 18 months, and a new Chairperson elected. The Chairperson will preside at all meetings of the Otago Mayoral Forum.
24. Meetings shall be held at a frequency and location to be agreed among members.
25. A quorum shall be four members.
26. Otago Mayoral Forum communications such as meeting summaries will be prepared, and it will be up to each local authority to choose how to use the materials according to their needs and processes.



Otago Chief Executives Forum

27. The Otago Chief Executives Forum is an established, collegial partnership across Otago's local authorities. It is a key enabler for the Otago Mayoral Forum and for wider regional collaboration.
28. The Otago Chief Executives Forum will identify and escalate to the Otago Mayoral Forum strategic issues and opportunities for collaboration. It will also report to the Otago Mayoral Forum on the delivery of regional actions, work programmes or collaborative projects.
29. The Otago Chief Executives Forum shall select a Chairperson from among its members.

30. Where possible, meetings of the Otago Chief Executives Forum shall take place two to four weeks prior to each Otago Mayoral Forum, at a location to be agreed among members.
31. A quorum shall be four members.

Cross-council working groups

32. Local authority staff across Otago are encouraged to discuss issues of shared interest or concern with one another.
33. Local authority staff may identify strategic issues and opportunities for collaboration, and/or provide advice to the Otago Chief Executives Forum, Otago Mayoral Forum and/or other regional fora. This may include the formation of cross-council working groups in support of regional actions, work programmes or collaborative projects.
34. All cross-council working groups will have a terms of reference defining their purpose, membership, key objectives and outcomes. The terms of reference will be reviewed periodically by the Chief Executives Forum and not less than every 18 months. Participation in such working groups is made possible with the support of participants' employers.

Mana Whenua Partnership

35. Te Rōpū Taiao Otago is the formal structure underpinning the relationship between Kāi Tahu ki Otago and Otago local authorities. The Parties recognise the significant value in engaging and developing regional relationships through Te Rōpū Taiao Otago, in addition to various bilateral commitments.
36. Te Rōpū Taiao Otago is comprised of Otago's Mayors, the Otago Regional Council Chair and representatives from Otago's Rūnaka, and meets in accordance with its Governance Charter. Meetings are usually scheduled alongside those of the Otago Mayoral Forum.
37. Through meetings of Te Rōpū Taiao, the Parties aim to agree shared priorities for the triennium and identify where joint working may take place between the Otago Mayoral Forum and Kāi Tahu ki Otago.

Formalities

38. This Agreement does not prevent the Parties from entering into other agreements among themselves or outside the Otago region. Any other such agreement should not, however, be contrary to this Agreement.
39. A triennial agreement may be varied by agreement between all the local authorities within the region and remains in force until local authorities ratify a new agreement. The Otago Mayoral Forum will review the Agreement no later than the final meeting before triennial local body elections and recommend any changes to the incoming councils.

40. This Otago Local Authorities' Triennial Agreement 2023–25 is signed by the following on behalf of their respective authorities:

COUNCIL	SIGNATURE	DATE
Central Otago District Council Mayor Tim Cadogan		
Clutha District Council Mayor Bryan Cadogan		
Dunedin City Council Mayor Jules Radich		
Queenstown Lakes District Council Mayor Glyn Lewers		
Otago Regional Council Chair Gretchen Robertson		
Waitaki District Council Mayor Gary Kircher		

Annexure A

Section 15(2)(b) of the Local Government Act 2002 (the Act) requires the Triennial Agreement to include a statement of the process local authorities in a region will undertake to comply with section 16 of the Act in respect of proposals for new regional council activities. The following statement fulfils this requirement for local authorities in Otago.

1. If a regional council or a regional council-controlled organisation proposes to undertake a significant new activity AND one or more territorial authority is/are already undertaking the significant new activity or have notified their intention to do so in their long-term plans;
2. THEN the regional council— must advise all the territorial authorities of the proposal and the reasons for it;
3. The territorial authority MAY object;
4. Agreement may be reached;
5. If after considering objections raised by the affected territorial authorities agreement is NOT reached and the regional council indicates that it intends to continue with the Proposal, then either the regional council or one or more of the affected territorial authorities may submit the matter to Mediation;
6. MEDIATION must be by a mediator, or a mediation process agreed to by the relevant local authorities; or in the absence of an agreement, as specified by the Minister;
7. If mediation is unsuccessful, either the regional council or 1 or more affected territorial authorities may ask the MINISTER to make a binding decision on the proposal;

New activity does not include an activity authorised by or under an enactment.

Section 16 does not apply to a proposal by a regional council to establish, own, or operate a park for the benefit of its region; or a proposal to transfer responsibilities; or a proposal to transfer bylaw-making powers; or a reorganisation under Schedule 3 being Reorganisation of local authorities; or a proposal to undertake an activity or enter into an undertaking jointly with the Crown.