

# 2022 - 2025 Waikato Triennial Agreement

## WHAKATAUKI (New Heading)

### STRATEGIC CONTEXT & PURPOSE (new Heading)

In the previous triennium we have witnessed substantial global and national waves of change that have and will affect the Waikato region. Those three years encompassed:

- a global pandemic with associated supply chain disruptions and monetary policies that are now causing asset inflation and increasing disparities,
- rising attention to the effects of climate change and the transition away from fossil fuels,
- rising geopolitical tensions and 'de-globalisation', and
- global and political unrest exacerbating all these trends.

The Waikato came through the period generally well, and COVID taught us that we can be nimble, collaborative and decisive when we need to be. We are positioned well for the future, but how can we make the most of the strengths we already have?!

On top of these issues, in New Zealand, local government is confronting a spate of reforms including in health, education, 'three waters', infrastructure, agriculture and the bioeconomy, and the Resource Management system. All of which will affect how Waikato's future prosperity and well-being is determined. The Future for Local Government (FFLG) reform process has also highlighted the need for the local government system to prioritise stronger partnerships with Māori and more equitable, effective, and efficient relations with central government ensuring clear alignment on long-term strategic objectives. Subsidiarity is a key principle in the future system FFLG envisions, with strategic activity devolving locally (and upwards regionally and nationally) for greatest impact and efficacy.

None of these spheres are separate, they are all interrelated, but deciding what gets done, at what level, and by whom to achieve the greatest positive impact will be vitally important.

New and improved capabilities and capacity in people and institutions across the Waikato region will be needed to implement significant programmes of work required at a regional level.

Therefore, in this triennial agreement, it is incumbent upon Waikato's local government leaders to develop strong collaboration across strategies, institutions, and allocation of scarce resources.

In this triennial agreement, we seek to position ourselves to be architects of the future, not victims of it, as we respond to significant external change, address major challenges, and seize the many opportunities which lie ahead for the Waikato region. A strengthened, effective, and empowered Mayoral forum will be critical to enabling the successful execution of this agreement.

### PURPOSE

The Triennial Agreement represents the shared desire of local government in the Waikato region to work collaboratively, to maximise efficiency and to promote sustainable development both regionally and in their respective communities and rohe. It is intended to align our efforts to work with Central Government, iwi / Māori, and other stakeholders, to address significant issues and achieve a range of mutually beneficial outcomes for the region. It is also intended that we interact with each other and with neighbouring regions in a coherent manner, and foster projects of a strategic nature for the region.

Such collaboration will result in measurable improvements, quantitatively and qualitatively, in the way the region positively competes for resources and talent, and the manner in which it leads its communities.

### **CURRENT LEGISLATIVE CONTEXT**

Under the Local Government Act 2002, the purpose of local government (refer Appendix 1) is to enable democratic decision-making and promote the four wellbeings.

This document is deemed to duly constitute fulfilment of section 15 of that Act (refer Appendix 1) by containing protocols for communication and co-ordination among the region's councils, including identifying and delivering facilities and services that are of significance to more than one district. The work incorporates the activities of the Waikato Mayoral Forum.

### **SCOPE**

The role of the Mayoral Forum will become increasingly important to provide a nexus between central and local government, and in collaboration across the region, in deciding on, monitoring, and evaluating, significant programmes of work undertaken at a regional level<sup>1</sup>. It will also play a role in where “the region” sees local government participating in key government functions alongside central government.

Strengthened institutions, governance, partnership, and collaborative arrangements will be necessary, and the Mayoral Forum can play a leading role in how those arrangements are formed and activated. The region’s councils cannot address significant challenges, such as managing the transformation to a low-emissions economy, on their own. They will need to work closely together, and they will need partners, funders, and collaborators. The forum can play a role in convening partners and collaborators, and in coalescing resources to support regionally significant programmes of work that are adjacent to or outside business as usual for Councils, but serve to ‘...promote the social, economic, environmental and cultural wellbeing of communities in the present and for the future.’

The Chief Executive Forum is an important group in orchestrating and supporting a) the implementation and progress reporting of this triennial agreement, b) regionally significant and strategic programmes of work, and c) regional representation where required for and on behalf of the Mayoral Forum and the local communities they serve.

The signatories to this Triennial Agreement will need to be agile and proactive on behalf of their communities in the next three years. They will also have to lay the ground for longer-term programmes of work that serve regional and national interests.

**SIGNATORIES** The parties:

- Hamilton City Council
- Hauraki District Council

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<sup>1</sup> The Mayoral forum’s focus on regional priorities should not be seen to undermine or de-prioritise sub-regional arrangements between councils (a current example being Future Proof).

- Matamata-Piako District Council
- Ōtorohanga District Council
- Rotorua District Council
- South Waikato District Council
- Taupō District Council
- Thames-Coromandel District Council
- Waikato District Council
- Waikato Regional Council
- Waipā District Council
- Waitomo District Council.

## **PRINCIPLES**

Signatories to this agreement recognise that:

1. The communities within the region are diverse and encompass a range of desired outcomes. Issues and concerns that are shared by some councils but may be of little relevance to others. The Triennial Agreement therefore acknowledges that it will be appropriate to have a range of sub-agreements that address more localised or sub-regional issues between and among councils.
2. Collaboration can aid in effective and efficient planning and encourage shared services and a collective approach to reduce costs, increase available resources, and help to make strategic judgements about the allocation of resources.
3. Collaboration can assist councils promote outcomes consistent with the purpose of local government.
4. There is a need for open communication, information sharing and seeking agreement on strategic issues.
5. We will speak as one voice when there is unanimous agreement and in good faith attempt to reach unanimity on issues of regional and national significance critical to the wellbeing of the region and its communities.
6. Common direction on all strategic issues brought before the forum may not be achieved given that each party to the agreement has functions, obligations, and rights to make decisions for their area which may conflict with the position of other signatories to this agreement. However, it is expected that a small number of regionally significant programmes of work will require collaboration on a common direction.
7. Where appropriate aligning with and influencing Central Government policy is important to the delivery of good quality, cost effective infrastructure, public services, and regulatory functions to promote and enhance the wellbeing of our communities. The forum will play an active role negotiating with Central Government on common, agreed, positions on national policy that affect

Local Government and their communities and, where regional functions can be better convened, governed and or implemented at a regional level, such as when they require Local Government relationships, knowledge, expertise, and support.

#### **PROTOCOLS FOR COMMUNICATION AND COORDINATION**

1. Councils will work together on issues where it is agreed that the region will benefit from a collaborative approach.
2. When a council has a significant disagreement with the position of the others, the other councils will make every effort to accommodate, acknowledge or at least fairly represent the dissenting view.
3. When a significant decision or issue affects a particular council then that council should be consulted in formulating the region's response.
4. This Triennial Agreement acknowledges that each council has accountability to different communities.
5. Councils agree to act in good faith and in a transparent manner on issues of information and disclosure.
6. Councils should provide early notification of decisions that may affect other councils in the region. Communication protocols may be developed between Councils where it is agreed better communication is desired.
7. All formal public communications from Mayoral Forum meetings will be circulated to all councils for comment prior to their release.
8. Councils will apply a 'no surprises' approach whereby early notice will be given over disagreements concerning policy or work programmes before critical public announcements are made.
9. If councils make decisions for their region that are inconsistent with the agreement, they must explicitly note that inconsistency and the reasons for it and notify the other councils that are parties to the agreement.

#### **GENERAL APPROACH TO COLLABORATION**

Signatories to this agreement should:

1. Share resources for the purpose of preparing background information on the various communities within the region. Such information may include demographics, survey data and scientific studies and the analysis of social, economic, environmental, and cultural trends.
2. Seek to attract investment and Government support in the region by aligning community interests, working collaboratively through Waikato Mayoral Forum work streams and other options, developing agreed positions on matters of importance to the region and continuing to develop and strengthen existing joint approaches to engage with Government agencies and other organisations.
3. Determine and prioritise strategic collaborative initiatives and projects.

4. Promote communication and co-operation among the region's councils with respect to shared services and other collaborative opportunities.
5. Make draft strategies, policies and plans available to all councils in the region for discussion and development.
6. Provide guidance on the implementation of strategic collaborative projects and monitor progress of collaborative initiatives, such as the Waikato Plan.
7. Utilise the Waikato Mayoral Forum work streams and other collaborative options to ensure that all councils can participate in identifying, delivering, and funding regionally significant projects and programmes, facilities, and services to more than one council.
8. Invite Government Ministers, relevant officials, corporate, community and iwi leaders to meet to discuss issues of strategic importance to the region.
9. Advocate for strategic investment in the region and promote the strategic benefits and advantages of the Waikato.
10. If necessary, establish one or more joint committees or other joint governance arrangements to give better effect to communication and coordination or to assist with identifying, delivering and funding regionally significant projects and programmes, facilities, and services to more than one district, or to consider proposals for new regional council activities.

#### **MAYORAL FORUM MEETINGS**

1. Signatories to this agreement will endeavour to hold a meeting of Mayors and the Regional Chairperson (supported by their Chief Executives) at least quarterly to discuss any pertinent issues and to review the performance of workstreams within the agreement. These meetings will be under the banner of the Waikato Mayoral Forum.
2. The Waikato Mayoral Forum is not a formal committee constituted under the Local Government Act, and therefore meetings are not public. Recommendations from the Mayoral Forum are for members to take to their respective councils for consideration and decisions.
3. The Chief Executives' Forum will also meet regularly to advance initiatives as requested by the Mayors and Regional Chairperson.
4. Special meetings may be called at the request of four members.
5. The secretariat will prepare an agenda for the Mayoral Forum meetings in consultation with the Chair and the Chief Executives' Forum.
6. Agendas for meetings will be issued and minutes will be taken and circulated.
7. The appointed Mayoral Forum Chairperson will ensure minutes are taken, approved, and circulated.
8. Any public communications from these meetings will be approved by all participants prior to their release.

- The Waikato Mayoral Forum shall have the power to invite people to attend and participate in its meetings on a permanent and/or issues basis.

### SECRETARIAT SUPPORT

- The Mayoral Forum will appoint Co-Lab to carry out the secretariat function.
- As part of that role, Co-Lab's functions will include preparing agendas (in consultation with the Forum Chair, workstream leads (refer below), and the CE Forum Chair), arranging venues on the day of meetings, taking minutes and actions, keeping any books and accounts and attending to any other business required to support the forum.
- Councils will fund Co-Lab *for the secretariat role* on the following basis:

| Council                    |       |
|----------------------------|-------|
| Hamilton City              | 20.9% |
| Waikato Regional Council   | 13.2% |
| Waikato District           | 12.4% |
| Thames-Coromandel District | 8.1%  |
| Waipa District             | 9.4%  |
| Rotorua Lakes              | 11.6% |
| Matamata-Piako District    | 5.9%  |
| Hauraki District           | 5.0%  |
| South Waikato District     | 4.6%  |
| Waitomo District           | 3.9%  |
| Otorohanga District        | 3.3%  |
| Taupo District             | 1.7%  |

**NB:** With some minor exceptions (relating to shareholders) this aligns with the basis for funding the company more generally.

- Co-Lab will also undertake the activities noted above in relation to any programmes of work agreed by the Mayoral Forum. The basis of funding the secretariat for these programmes will mirror the (yet to be agreed) funding allocation for other costs associated with each programme.

### SIGNIFICANT NEW ACTIVITIES PROPOSED BY THE REGIONAL COUNCIL

- If the regional council or a regional council-controlled organisation proposes to undertake a significant new activity then section 16 of the Local Government Act 2002 shall be adhered to.
- The regional council agrees to discuss the issues involved at one or more of the existing fora and to provide preliminary draft proposals to the affected councils for early comment, including any amendments to the regional council's Significance and Engagement Policy.
- Where the regional council proposes to undertake a significant new activity that involves one or more territorial authorities within the region the following protocols will apply:
  - The regional council will as soon as practicable inform all councils within the region of the nature, scope, and reasons for the proposal.

- (b) Councils will be given a reasonable period but no less than 40 working days, to respond to any such proposal. The regional council will fully consider any submissions on the proposal made by councils within the region.
- (c) Should there be substantive disagreement between the councils on whether the regional council should undertake the activity, the parties will refer the matter to mediation as set out in the process in s16 (4)-(6) of the Local Government Act for resolving disagreement.

**SIGNIFICANT NEW ACTIVITIES PROPOSED BY COUNCILS**

New activities of regional significance proposed and or led by a Council or Councils, and agreed by the Mayoral Forum, will follow the spirit and intent of the protocols set out for the regional council and regional council-controlled organisations when new regional activities are proposed.

**CONSULTATION IN RELATION TO THE REGIONAL POLICY STATEMENT**

To meet the requirements of clause 3A of Schedule 1 to the Resource Management Act 1991, the consultation process to be used by affected councils in relation to any further changes to the Waikato Regional Policy Statement will be developed and agreed to by all the councils. Protocols will be developed that ensure affected councils have full and effective involvement in the scoping and drafting of any changes to the Waikato Regional Policy Statement.

**STRATEGIC PRIORITIES OF REGIONAL SIGNIFICANCE**

The Mayoral Forum will develop and agree a work plan for the triennium that will sit outside this Triennial Agreement. The Mayoral Forum will exercise governance oversight over this work plan.

**TERM OF THE AGREEMENT**

The Triennial Agreement will continue to operate until such time as it is either amended by the accord of all parties or is renewed following the 2025 local government elections.

**OTHER (SUB-REGIONAL) AGREEMENTS**

This Agreement does not prevent Councils from entering into other agreements among themselves or outside the Waikato region. The Mayoral Forum recognises that it may make sense to collaborate and partner at a sub-regional level. Nothing in this agreement should be construed to prevent councils addressing issues, or capitalising on opportunities, at a sub-regional level. However, any other such agreement should not be contrary to the purpose and spirit of this Agreement.

**RESOLVING DISAGREEMENT**

In the event of a disagreement over the terms of this agreement, the parties agree to refer the issue to mediation for a resolution. In the absence of an agreement to mediation between the local authorities, the matter will be referred to a process as specified by the Minister of Local Government.

AUTHORITY This agreement is signed by the following on behalf of their respective authorities

|                                 |       |      |
|---------------------------------|-------|------|
| Hamilton City Council           | Mayor | Date |
| Hauraki District Council        | Mayor | Date |
| Matamata-Piako District Council | Mayor | Date |

|                                    |             |      |
|------------------------------------|-------------|------|
| Ōtorohanga District Council        | Mayor       | Date |
| Rotorua District Council           | Mayor       | Date |
| South Waikato District Council     | Mayor       | Date |
| Taupō District Council             | Mayor       | Date |
| Thames-Coromandel District Council | Mayor       | Date |
| Waikato District Council           | Mayor       | Date |
| Waikato Regional Council           | Chairperson | Date |
| Waipā District Council             | Mayor       | Date |
| Waitomo District Council           | Mayor       | Date |

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## Appendix 1: Legislative provisions – Local Government Act 2002

### 10 Purpose of local government

- (1) The purpose of local government is –
  - (a) to enable democratic local decision-making and action by, and on behalf of, communities; and
  - (b) to promote the social, economic, environmental and cultural wellbeing of communities in the present and for the future.

### 15 Triennial agreements

- (1) Not later than 1 March after each triennial general election of members, all local authorities within each region must enter into an agreement under this section covering the period until the next triennial general election of members.
- (2) An agreement under this section must include—
  - (a) protocols for communication and co-ordination among the local authorities; and
  - (b) a statement of the process by which the local authorities will comply with section 16 in respect of proposals for new regional council activities; and
  - (c) processes and protocols through which all local authorities can participate in identifying, delivering, and funding facilities and services of significance to more than 1 district.
- (3) An agreement under this section may also include—
  - (a) commitments by local authorities within the region to establish or continue 1 or more joint committees or other joint governance arrangements to give better effect to 1 or more of the matters referred to in subsection (2); and
  - (b) the matters to be included in the terms of reference for any such committees or arrangements, including any delegations.
- (4) An agreement under this section may be varied by agreement between all the local authorities within the region.
- (5) An agreement under this section remains in force until it is replaced by another agreement.
- (6) If a decision of a local authority is significantly inconsistent with, or is expected to have consequences that will be significantly inconsistent with, the agreement under this section that is currently in force within the region, the local authority must, when making the decision, clearly identify—
  - (a) the inconsistency; and
  - (b) the reasons for the inconsistency; and
  - (c) any intention of the local authority to seek an amendment to the agreement under subsection (4).

(7) As soon as practicable after making any decision to which subsection (6) applies, the local authority must give to each of the other local authorities within the region notice of the decision and of the matters specified in that subsection. The agreement provides an opportunity for improved communication, collaboration, co-ordination, and shared services at all levels of local government in the Waikato region whilst recognising a significant level of formal and informal co-operation already exists between councils. The success of the Triennial Agreement will be demonstrated through expanded relationships that help councils to work co-operatively and collaboratively to advance community wellbeing.

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