

Kaunihera | Council

Ngā Tāpiritanga – Mēneti | Attachments – Minutes

Attachments – Minutes of an extraordinary meeting of Matamata-Piako District Council held in the Council Chambers, 35 Kenrick Street, TE AROHA on 04 Aug 2026 at 8.30am.

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Note: The attachments contained within this document are for consideration and should not be construed as Council policy unless and until adopted. Should Councillors require further information relating to any reports, please contact the relevant manager, Chairperson or Deputy Chairperson.

MEMORANDUM OF UNDERSTANDING
SIMPLIFYING LOCAL GOVERNMENT

PARTIES

The Mayor of Hauraki District Council

AND

The Mayor of Matamata-Piako District Council

AND

The Mayor of Thames-Coromandel District Council

Each referred to as "a Party". Collectively, all three (3) together referred to as "the Parties"

BACKGROUND

- A. The Parties and their respective Councils are working together to develop a qualifying Simplifying Local Government (SLG) proposal (the Head Start Waihou-Piako-Coromandel proposal) for submission by 9 August 2026, subject to statutory decision-making obligations and processes.
- B. The Parties and their respective Councils have also been in discussions about other SLG proposals and each Party acknowledges that at the date of signing no decision about what, if any, proposal will be made to Government.
- C. The Parties have, however, recognised that there appears to be some support for the Head Start Waihou-Piako-Coromandel proposal and have been discussing that, if the Head Start Waihou-Piako-Coromandel proposal is submitted, how they would like their respective Councils to progress any further development of that proposal.
- D. This Memorandum of Understanding (MoU) records the Guiding Principles the Parties have developed together and establishes how the Parties envisage these principles will inform the detailed design of the Head Start Waihou-Piako-Coromandel proposal.
- E. The MoU will be signed as a non-binding arrangement, with the intention that if the respective Councils support the Head Start Waihou-Piako-Coromandel proposal they will each also adopt the MoU by resolution as a binding agreement.

AGREEMENT

1 PURPOSE

- 1.1 The Parties wish to establish principles and commitments that will inform their work together to develop and implement the SLG reform proposal. The Parties will encourage their respective Councils (and Council staff) to give effect to the principles and commitments as recorded in this MoU.

- 1.2 This MoU records the Guiding Principles that the Parties have agreed on and that will serve as the framework and evaluation criteria for the detailed design of the Head Start Waihou-Piako-Coromandel proposal.

2 CONTEXT

- 2.1 The Government's SLG reform programme provides the Parties and their Councils with an opportunity to develop locally led proposals for structural reform and improved local government arrangements.
- 2.2 The Parties recognise that the challenges facing local government require consideration of governance arrangements that are affordable, sustainable, effective and capable of meeting future community needs.
- 2.3 The Parties are exploring the potential for a jointly developed reform proposal that may include amalgamation and other structural changes designed to simplify local government and improve outcomes for communities across the districts of the three Councils.
- 2.4 This MoU is entered into in good faith to demonstrate the Parties' commitment to working collaboratively and constructively together to achieve a successful outcome.
- 2.4.1 The Parties agree that this MoU in no way records that they (or their respective Councils) are in a legal partnership, joint venture or in any other commercial relationship with each other.
- 2.4.2 This MoU expresses intentions and is not legally binding, until after all three Councils adopt it by resolution in accordance with clause 5.3.
- 2.4.3 Any future proposal remains subject to statutory decision-making processes and any requirements imposed by the Government.

3 SHARED AND AGREED PRINCIPLES

The Parties agree that the following principles (Guiding Principles) inform the development and assessment of the Head Start Waihou-Piako-Coromandel proposal:

- 3.1 **Representation and Local Voice:** Representation must acknowledge both resident populations and non-resident ratepayers, with a clear line of sight between communities and decision-making at both local and higher levels.
- 3.2 **Affordability, Efficiency and Sustainability:** Any proposed model should be capable of demonstrating improved affordability, efficiency, value for money and long-term financial sustainability.
- 3.3 **Iwi and Hapū Partnerships:** Existing and future obligations to iwi and hapū will be recognised, valued and honoured, including commitments arising from Treaty of Waitangi Settlements, statutory obligations and established relationships.

Vers. 3.5

- 3.4 **Collaboration:** The proposed arrangements must foster greater collaboration, coordination and consistency across key functions where this improves outcomes for communities.
- 3.5 **Evidence and Community Input:** The proposal development will be based on robust evidence, analysis, community feedback and stakeholder engagement.
- 3.6 **Strong Local Voice:** Local identity, local representation and local influence over local priorities and services must be maintained and/or enhanced.
- 3.7 **No Community is Worse off from Legacy Decisions:** Where reasonable and practicable, communities should not be disadvantaged by historical funding decisions made elsewhere. Legacy assets, reserves, liabilities and rating arrangements must be managed fairly and transparently throughout any transition.

4 GUIDING PRINCIPLES FOR DETAILED DESIGN

- 4.1 The Parties adopt the Guiding Principles as the guiding principles and evaluation criteria for the detailed design phase of the Waihou-Piako-Coromandel Unitary Authority proposal (Stage Two, commencing after 9 August 2026).
- 4.2 The Guiding Principles are not final arrangements for representation, rating, debt allocation or service delivery. The Parties intend all detailed arrangements developed in Stage Two will be assessed against, and must be consistent with, the Guiding Principles.
- 4.3 The Guiding Principles may be amended or changed, or further principles added, only by written agreement of all Parties and their Councils.

5 SIGNING AND CONFIRMATION

- 5.1 This MoU is signed by the Mayors in their representative capacity and in good faith. They will each use their best endeavours to ensure that their respective Councils comply with this MoU.
- 5.2 Before 5 August 2026, each Party will present this MoU to their Council for consideration as part of the deliberations on whether to adopt the Head Start Waihou-Piako-Coromandel proposal.
- 5.3 If that proposal is adopted, each Party will seek by resolution the adoption of this MoU as a binding agreement between the respective Councils. If it is so adopted by resolution, this MoU will be deemed to be a binding Agreement between the three Councils.
- 5.4 Nothing in this MoU fetters or requires any Party or their Council to act inconsistently with their or its statutory obligations or decision-making processes.
- 5.5 Nothing in this MoU predetermines the outcome of any future decision-making process.
- 5.6 No amendments to this MoU are effective unless the amendment is in writing and signed by all Parties.

Vers. 3.5

6 COOPERATIVE EXCLUSIVITY AND COST SHARING

- 6.1 **Exclusivity:** Post adoption of the Head Start Waihou-Piako-Coromandel proposal, by the Party's respective Councils, no Party or their Council will enter into formal amalgamation negotiations with another council while this MoU has effect.
- 6.2 **Cost Sharing:** The Parties and their Councils will meet their own costs but may agree that costs of external independent consultants, (including legal and financial reviews), and community consultation which is applicable to all of the Councils may be covered equally, one-third each, between the Parties.

7 TERM

- 7.1 This MoU takes effect on the date of signing by all Parties.
- 7.2 The MoU remains in force and valid unless one or more Councils do not adopt the proposal under clause 5.2 or do not confirm the MoU by resolution in accordance with clause 5.3.
- 7.3 Once the MoU is adopted under clause 5.3, it can be replaced or terminated by written agreement by all Parties or their respective Councils.
- 7.4 On termination, the Parties will meet to determine responsibility for any outstanding costs or commitments.

8. COMMUNICATIONS

- 8.1 Although the Parties agree not to actively undertake any media communications about this MoU until such time as the Mayors have signed the MOU, the Parties acknowledge that their respective Councils are subject to the Local Government Official Information and Meetings Act 1987 and their respective Council meeting processes. It is acknowledged that the MoU will become publicly available as part of those processes.

9. ENTIRE UNDERSTANDING

- 9.1 This MoU records the entire understanding between the Parties in relation to its subject matter and supersedes any prior discussions, correspondence or understandings relating to that subject matter.

Signed by the Mayor of Hauraki District Council

Signature: _____

Toby Adams, Mayor

Date:

Signed by the Mayor of Matamata-Piako District Council

Vers. 3.5

Signature: _____

Ash Tanner, Mayor

Date:

Signed by the Mayor of Thames-Coromandel District Council

Signature: _____

Peter Revell, Mayor

Date: