

HAWKE'S BAY REGION

TRIENNIAL AGREEMENT



For the Triennium from October 2016³

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1. PARTIES

The signatories-parties to this Triennial Agreement (the Agreement) are:

Primary SignatoriesParties:

(those local authorities whose boundaries are completely encompassed within the Hawke's Bay Region)

- Central Hawke's Bay District Council
- Hastings District Council
- Hawke's Bay Regional Council
- Napier City Council
- Wairoa District Council

Non-Primary SignatoriesParties:

(those local authorities whose boundaries bisect the Hawke's Bay Region and whose principal identification is with another Region)

- Rangitikei District Council
- Taupo District Council

This Agreement applies to all local authorities in the Hawke's Bay Region. However, it is recognised that for Non-Primary SignatoriesParties, the degree of involvement in various aspects of the Agreement will be in proportion to the degree to which these parties assess how they will benefit or be affected by decisions, issues, proposals or other matters.

2. STATEMENT OF INTENTPURPOSE

The Local Government Act 2002 (the Act) encourages collaboration between local authorities and other agencies and organisations, and particularly encourages councils to collaborate with one another.

This Agreement provides one framework to achieve this. This Agreement represents the shared desire of local governments in the Hawke's Bay region to work collaboratively, improve communication and co-ordination at all levels of local Government, to maximise effectiveness and efficiency, and to meet the current and future needs of communities for good quality local infrastructure, local public services, and performance of regulatory functions.

This agreement is deemed to duly constitute fulfilment of the requirements of section 15 of the Local Government Act 2002.

It should be noted that as well as the encouragement towards collaboration, the Local Government Act 2002, as well as other legislation including the Resource Management Act 1991, recognises that regional councils and territorial authorities have different responsibilities as local government entities. These differences provide an important context for collaboration between the Councils. The requirements contained in legislation for collaboration between Local Authorities are summarised in Appendix One to this Agreement.

This Agreement acknowledges the respective partnerships of the parties with hapu and iwi within our region.

~~3. INTRODUCTION~~

~~The Local Government Act 2002 (the Act) encourages collaboration between local authorities and other agencies and organisations, and particularly encourages councils to collaborate with one another. This agreement provides one framework for that.~~

~~While established and empowered by the same legislation, the Local Government Act 2002, and other legislation such as the Resource Management Act 1991, recognise that regional councils and territorial authorities have different responsibilities as local government entities. These differences provide an important context for collaboration between the Councils. The requirements contained in legislation for collaboration between Local Authorities are summarised in Appendix One to this Agreement.~~

~~The Agreement is effective from the date of signing until such time as the Agreement is either amended by the agreement of all parties or is renewed following the 2016³ local authority elections which must be before 1 March 2017⁴.~~

~~4. PURPOSE~~

~~Through this Agreement, local authorities are encouraged to work together, where appropriate, to meet the purpose of local government. This Agreement provides an opportunity for improved communication and co-ordination at all levels of Local Government in the Hawke's Bay Region.~~

~~It is recognised that a significant level of formal and informal co-operation already exists between Hawke's Bay local authorities, including the Hawke's Bay Local Authority Shared Services Company ('HBLASS'), Civil Defence and Emergency Management activities, Regional transport committee and participation in wider regional activities through Local Government New Zealand's Zone 3.~~

~~35. PRINCIPLES~~

~~Signatories Parties to this Agreement agree to work together in good faith for the good governance of their localities and the Region, and.~~

~~Signatories to this Agreement:~~

- ~~1. aAcknowledge that the communities within the Region are diverse and encompass a range of desired outcomes and objectives;~~
- ~~2. Support-support the establishment of processes for communication and collaboration at both governance and management levels in ways that will enhance the overall performance and reputation of local government in the region;~~
- ~~3. rRecognise that collaboration and co-operation between local authorities of the Region can bring efficiencies in terms of planning, administration costs and decision-making and consultation. It also has the potential to increase available resources and promote co-operative approaches in making strategic choices;~~
- ~~4. wWill investigate further opportunities for collaboration, co-operation, regional funding and shared services between local authorities of the Region in addition to those prescribed by statute or already being undertaken.~~

5. aAgree that collaborative or shared services opportunities may occur between two or more parties to this Agreement, but not in every case between all parties to this Agreement. Although collaboration and co-operation are outcomes that should be strived for, each local authority has the legislative mandate to govern their own area as appropriate.;
6. wWill make every effort to accommodate, acknowledge, or at least fairly represent the dissenting view where some parties to this Agreement have a significant disagreement with the position of other parties to the Agreement; and.
7. wWill show leadership to ensure the implementation of this Agreement makes a positive difference for Hawke's Bay.
- 7-8. Acknowledge that the regional council has regulatory responsibilities that, from time to time, will impact upon the delivery of services by the territorial authorities.

46. GENERAL APPROACH TO COMMUNICATION AND CO-ORDINATION

It is recognised that a significant level of formal and informal co-operation already exists between Hawke's Bay local authorities, including, but not limited to, –the Hawkes Bay Local Authority Shared Services Council Controlled Organisation ('HBLASS'), Matariki regional economic development strategy, Civil Defence and Emergency Management activities, Regional Transport Committee, Hawke's Bay Tourism and participation in wider regional activities through Local Government New Zealand's Zone 3.

Signatories ~~Further to this existing cooperation, parties~~ to this Agreement will:

1. Hold quarterly meetings of the Mayors of the primary parties and the Regional Chairman to formally communicate and coordinate on matters of mutual interest.
2. Hold meetings of ~~the~~ Mayors ~~and the~~ /Regional Chairperson ~~man~~ ~~man~~ and ~~with~~ the Chief Executive ~~Officers~~ from the primary ~~signatories~~ parties as and when required. ~~at least annually to formally communicate and co-ordinate on matters of mutual interest, and to~~
- 1-3. Review the performance of the Agreement at least annually. Meetings will be arranged and minutes kept on a rotating basis by the primary signatories, and minutes distributed to all parties to the Agreement. This does not preclude meetings being arranged, on request, by Councils other than the Council next on the rotation. All public communications from these meetings shall be approved by all participants prior to their release.
- 2-4. Share resources where feasible for the purposes of preparing information on the various communities in the region, ~~on such~~ These resources may include information ~~as on~~ demographics, survey data, scientific studies and the analysis of social, economic, environmental and cultural trends.
5. Develop joint approaches, where appropriate, to engage Central Government, iwi governance bodies and tribal entities, national agencies and other community organisations.
- 3-6. Develop a collaborative approach to emerging freshwater management issues, including those identified through the Government Inquiry into Havelock North Drinking Water

- 4.7. Continue to support the ~~Hawke's Bay Local Authority Shared Services Company HBLASS~~ which is tasked with the development and implementation of shared services arrangements for the Hawke's Bay Region.
- 5.8. Provide early for notification of, and participation in, decisions that may affect other local authorities in the region.
- 6.9. Make draft strategies, policies, and plans available to other local authorities in the region for discussion and development, where they may have regional implications or implications beyond the boundaries of the decision-making council.
- 7.10. Apply a "no surprises" policy whereby early notice will be given over disagreements between local authorities concerning policy or programmes before the matter is put out to the public.
- 8.11. Establish, as necessary, other forums at both political and operational levels that will help enhance and achieve the purpose of this Agreement.
- 9.12. Provide a process for initiating reviews of regional forums that are not working optimally in the view of one or more ~~signatories~~ parties.

These approaches to communication and co-ordination will be used when preparing, reviewing or changing any parts of the Regional Policy Statement and other Resource Management Act planning documents and will be the agreed consultation process for the purposes of section 3A of the First Schedule of the Resource Management Act.

The parties to this agreement recognise that the Regional Policy Statement may contain matters that affect other local authorities in the region and can have regional implications.

57. IMPLEMENTATION PROTOCOLS

Meetings:

1. Meetings will be arranged and minutes kept on a rotating basis by the primary signatories ~~parties~~, and minutes distributed to all parties to the Agreement. This does not preclude meetings being arranged, on request, by Councils other than the Council next on the rotation.
2. Given the importance accorded to this Agreement each Council will ~~normally~~ be represented by its Mayor/ Chairperson and Chief Executive.
3. Where appropriate, and agreed, the Chief Executive of a Council Controlled Organisation (CCO) may attend an item related to that CCO's activities.
4. Media and communications contact (including the provision of information to the public on request) in relation to matters covered in the Agreement shall be shared on a rotating basis.
5. All public communications from these meetings shall be approved by all participants prior to their release.
6. ~~Hawke's Bay Regional Council will be the first Council responsible for servicing this Agreement.~~
- 7.6. Where a significant decision or issue affects a particular Council, or its community, it should, in partnership with the other Councils of the region, have

the lead role in formulating the collective response of the region's local authorities to this issue or decision.

8.7. Responsibility for servicing, and making media comment on behalf of, existing specific regional and sub-regional forums, will lie within those specific forums.

Prioritisation of Activities

1. Initial priorities for the upcoming 3 years will be agreed by the parties at the first meeting of the triennium
2. Priorities will be communicated ~~how/ when~~ via the Chief Executives to the respective parties

68. SIGNIFICANT NEW ACTIVITIES PROPOSED BY HAWKE'S BAY REGIONAL COUNCIL

If the Regional Council or a Regional Council controlled organisation proposes to undertake a significant new activity, and these activities are already undertaken or proposed to be undertaken by one or more territorial authorities within the region, Section 16 of the Act applies.

However, in the spirit of this Agreement, the parties agree to an expanded consultation and communication process. The parties agree to discuss the issues involved at the annual meetings (see 46(1) above), and to provide drafts of proposals to affected Councils for early comment in accordance with the requirements of sections 77-89 of the Local Government Act (decision-making and consultation).

The parties also agree that prior to implementing the formal provisions of LGA Section 165 (2 and 3)¹:

- the Regional Council will inform all territorial authorities within the region of:
 - the nature of the activity proposed to be undertaken;
 - the scope of the proposal (including size, districts covered, and why);
 - and
 - the reasons for the proposal.
- territorial authorities will be given a reasonable period of time, but no less than 40 working days, to respond to any such proposal. The Regional Council agrees to fully consider any submissions and representations on the proposal made by territorial authorities within the region.

Should the mediation processes outlined in LGA Section 165(4) be initiated, the parties agree to the following process.

If no agreement on a mediator is forthcoming a mediator will be appointed by the President of the Hawke's Bay District Law Society. If mediation is unsuccessful, any of the local authorities affected may ask the Minister of Local Government to make a binding decision on the proposal. The cost of mediation will be met equally by the parties that have agreed to the mediation.

987. CONSULTATION IN RELATION TO REGIONAL POLICY STATEMENT

¹ Appendix One

For the purposes of meeting the requirements of Schedule 1, Clause 3A, to the Resource Management Act, the consultation process to be used by affected local authorities in relation to policy statements and plans will follow the process outlined below:

Stage 1: Pre-Plan Preparation

Meaningful discussion will occur at a staff level to allow:

- A wide range of issues and options to be discussed
- Free, open and frank discussions without prejudice
- Best use of professional resources to evaluate techniques and options

Once a good understanding has been obtained of the

- Reasons for the policy statement review or change
- Minor policy differences and their basis
- Significant policy differences and their basis

the parties will decide if further progress can be made to resolve those differences and a process and timeframe to move forward should be established.

Stage 2: Draft Change

When a policy statement or plan review or change reaches a draft stage and before it has been adopted by Council for consultation, it shall be forwarded to [cCouncils](#) in the region (where they have an interest) for their comment. Parties will err on the side of inclusion rather than exclusion.

The general principles of comments from recipient councils should be as follows:

- Comments on a draft policy statement change would be semi-formal to the extent that they would generally be
 - Discussed with or reported to the Council; and
 - Represent the organisational view
- Comments on a draft policy statement or plan change should be preceded by a summary of the position reached through pre-consultation
- Staff focus should be on policy implications with an emphasis on matters of difference already identified. Constructive commenting on style or grammar should be confined to informal exchanges between peers ([e.g. as emails](#)).

Stage 3: Notified Change

Once a reviewed policy statement or plan or change to the policy statement or plan has been publicly notified under the First Schedule to the RMA, matters in contention between the parties should be clearly identified and well understood.

Any new matters introduced into the policy statement or plan likely to be of interest to the recipient councils should be clearly communicated by the Council responsible and include the reasons for inclusion at this stage.

Submissions should be formal and be supported by policy and other relevant documentation or evidence including (but not limited to):

- Long Term Plans
- Other statutory documents including asset management plans, growth management plans, strategies and district plans
- Relevant operational requirements and corporate activities

Stage 4: Appeals to the Environment Court

Given the significant cost, resource and relationship impacts of appeals, best endeavours should be made to reach agreement on matters of significant difference prior to this stage. Differences of professional opinion will arise at times, however, and it is recognised that these can benefit from Environment Court decisions.

Nothing in this Agreement shall interfere with the rights, functions or duties given by statute to any party.

~~9. SUPPORT SERVICES~~

~~Responsibility for providing all support services under this Agreement shall be shared on a rotating basis. Support services will include:~~

- ~~• Secretarial services~~
- ~~• Media and communications contact (including the provision of information to the public on request) in relation to matters covered in the Agreement.~~

~~Hawke's Bay Regional Council will be the first Council responsible for servicing this Agreement.~~

~~Responsibility for servicing, and making media comment on behalf of, existing specific regional and sub-regional forums, will lie within these specific forums.~~

~~108. DISPUTE RESOLUTION~~

In the event of a disagreement between the Councils as to the interpretation or implementation of this Agreement, and/or that disagreement between the Councils as to the interpretation or implementation of this Agreement to vary the terms of this Agreement in accordance with s.15(3) of the Act, then the matter in dispute will be referred to mediation. If the Councils cannot agree on the appointment of a mediator, the President of the Hawke's Bay District Law Society will be requested to appoint the mediator. The costs of the mediation shall be borne by the Councils in equal shares.

9. REVISION OF THE AGREEMENT

1. The Agreement is effective from the date of signing until such time as the Agreement is either amended by the agreement of all parties or is renewed following the 2019 local authority elections which must be before 1 March 2020.
2. If a party to the Agreement requests a review of its terms within the triennium, such a review will begin within four weeks of the request being lodged. Otherwise the Agreement will be renewed following the local body elections as outlined in s9(1) above.

3. The performance of the Agreement shall be reviewed at least annually.

4. Hawke's Bay Regional Council will be the first Council responsible for servicing this Agreement.

4.110. SIGNATORIES PARTIES

This Agreement is signed on this day _____ of _____ 20174 by the following on behalf of their respective authorities.

PRIMARY SIGNATORIES PARTIES:

CENTRAL HAWKE'S BAY DISTRICT COUNCIL

HASTINGS DISTRICT COUNCIL

.....

.....

Mayor

Mayor

.....

.....

Chief Executive

Chief Executive

HAWKE'S BAY REGIONAL COUNCIL

NAPIER CITY COUNCIL

.....

.....

Chairman

Mayor

.....

.....

Chief Executive

Chief Executive

WAIROA DISTRICT COUNCIL

.....

Mayor

.....

Chief Executive

NON PRIMARY SIGNATORIES PARTIES:

RANGITIKEI DISTRICT COUNCIL

.....

Mayor

.....

Chief Executive

TAUPO DISTRICT COUNCIL

.....

Mayor

.....

Chief Executive

APPENDIX ONE: LEGISLATIVE CONTEXT

LOCAL GOVERNMENT ACT 2002

Section 15 requires that:

1. Not later than 1 March after each triennial general election of members, all local authorities within each region must enter into an agreement covering the period until the next triennial general election of members, containing protocols for communication and co-ordination among them during the period until the next triennial general election of members.
2. Each-The agreement 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 for consultation on proposals for new Regional Council activities.
 - (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. After the date specified in subsection (1), but before the next triennial general election of members, all local authorities within each region may meet and agree to amendments to the protocols.
4. An agreement remains in force until replaced by another agreement.

~~**Section 273** requires that:~~

~~All local authorities within a region on 1 July 2003 must, before the close of 31 December 2003, enter into an agreement under **section 15** (Triennial Agreement), which agreement must contain protocols for communication and co-ordination among them during the period until the next triennial general election of members.~~

In addition, other sections of the LGA also require collaboration:

Section 14(e) –

A local authority should collaborate and co-operate with other local authorities and bodies as it considers appropriate to promote or achieve its priorities and desired outcomes, and make efficient use of resources.

Section 16 – (summary)

If a Regional Council, or a Regional Council-controlled organisation, proposes to undertake a significant new activity, the Regional Council must advise all the territorial authorities within its region of the proposal and seek their agreement.

Section 91(3)(a) –

The local authority –

- (a) must, before finally deciding on that process, take steps –
 - i. to identify, so far as practicable, other organisations and groups capable of influencing either the identification or the promotion of community outcomes; and
 - ii. to secure, if practicable, the agreement of those organisations and groups to the process and to the relationship of the process to any existing and related plans.

Section 92(2) –

... The local authority must seek to secure the agreement of organisations and groups identified under section 91(3)(a) to the monitoring and reporting procedures including

the incorporation of any research, monitoring, or reporting undertaken by those organisations and groups.

RESOURCE MANAGEMENT ACT 1991

Schedule 1, Clause 3A – Consultation in relation to policy statements

1. A triennial agreement entered into under section 15(1) of the Local Government Act 2002 must include an agreement on the consultation process to be used by the affected local authorities in the course of –
 - a. Preparing a proposed policy statement or a variation to a proposed policy statement; and
 - b. Preparing a change to a policy statement; and
 - c. Reviewing a policy statement.

APPENDIX TWO: SCHEDULE OF MEETING LEAD ROTATION