



Te Kaunihera-ā-Rohe o Ngāmotu
**New Plymouth
District Council**



TE KAUNIHERA Ā ROHE O
WHAKAAHURANGI
STRATFORD
DISTRICT COUNCIL



Taranaki Triennial Agreement

Purpose

1. The parties to this agreement commit to working for the good governance of their district or region by acting collaboratively and co-operatively to ensure that issues in common are determined in a manner that is inclusive and avoids unnecessary duplication. This agreement will ensure appropriate levels of consultation and co-ordination are maintained between the local authorities of this region, and between individual local authorities as might be notified.

Agreement

2. The parties:

New Plymouth District Council
South Taranaki District Council
Stratford District Council
Taranaki Regional Council

Agree to work in good faith together for the good governance and management of their districts and the region.

The Agreement is effective from 1 March 2023 until such time as the Agreement is amended by the agreement of all parties or is renewed following the 2025 local authority elections before 1 March 2026.

3. As signatories to this Agreement each local authority will ensure:
 - a) early notification to affected local authorities, through the distribution of draft documentation, of major policy discussions which may have implications beyond the boundaries of the decision-making authority. This specifically includes new significant activities undertaken by each local authority;
 - b) early notification to all local authorities to invite and enable participation in the identification, delivery and funding of facilities and services where those facilities and services are significant to more than one district.
 - c) opportunities for other local authorities, party to the agreement, to be involved in early consultation on the development of draft annual plans and draft long-term plans and other significant policy consultation processes;
 - d) the application of a 'no surprises' policy whereby early notice will be given over disagreements between local authorities concerning policy or programmes before critical public announcements are made;
 - e) opportunities for involvement by affected local authorities in the development of policies or plans that have inter-jurisdictional or cross boundary implications, including the identification of outcomes and priorities
 - f) that where practicable processes for engaging with communities and agencies in order to identify community outcomes, and prioritise those outcomes, are undertaken jointly or in a collaborative manner which avoids unnecessary duplication,

- g) opportunities for other local authorities, whether party to this agreement or not, to work jointly on the development of strategies and plans for the achievement of identified outcomes and priorities; and
 - h) its intention to share services and staff wherever possible to achieve greater efficiency and effectiveness in the delivery of services and to look to identify, discuss and support shared service arrangements into the future.
 - i) that all local authorities party to this agreement are advised of an individual authority's decisions which are significantly inconsistent with the current triennial agreement or are likely to have consequences that will be significantly inconsistent with the current triennial agreement. Notification to the other parties will be provided to each party as soon as practicable after the decision has been made and will advise of:
 - The inconsistency
 - The reason(s) for the inconsistency
 - Any intention of local authority to seek an amendment to this triennial agreement.
4. Consultation in relation to this agreement will take the following forms:
- a) a meeting of Mayors, regional Chairperson and their Chief Executives will occur at least quarterly;
 - b) meetings between staff as necessary to achieve communication and co-ordination on matters identified in the agreement; and
 - c) opportunities to consider and comment on documentation on policies , programmes or projects.
5. Joint committees between one or more local authorities will be established or continued in line with the requirements of the Schedule 7 clause 30A Local Government Act 2002.

Significant new activities proposed by Taranaki Regional Council

6. If the Taranaki Regional Council or a Taranaki Regional Council controlled organisation proposes to undertake a significant new activity (as provided for under section 16 of the Local Government Act 2002), and the activity is already undertaken or proposed to be undertaken by one or more territorial authorities within the region, the Taranaki Regional Council will discuss the issues involved at one or more of the existing forums, and provide early drafts of proposals to affected territorial authorities for early comment. The Taranaki Regional Council will inform all territorial authorities within the region of the nature of the proposed activity, the scope of the proposal, the reasons for the proposal, and the expected effects of the proposal on the activities of the territorial authorities within the region and the likely costs and benefits of the proposal, so far as these are known at the time.
7. The affected territorial authorities will be given a reasonable period of time to respond to any such proposal. The Taranaki Regional Council will fully consider any submissions and representations on the proposal made by the territorial authorities within the region.

Servicing

8. 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 involves:
 - a) providing those secretarial services required; and
 - b) acting as a media and communications contact (including the provision of information to the public on request) in relation to matters covered in the agreement.
9. The parties agree that the next local authority responsible for servicing this agreement will be the Stratford District Council for the 2022-2025 term, after which it shall pass to the remaining local authorities alphabetically, unless otherwise agreed.

Agreement to review

10. The parties agree to review the terms of this agreement within four weeks of a request by one of the parties made in writing to the local authority delegated responsibility to service the Agreement.

Resolving disagreement

11. In the event of a disagreement over the terms of this agreement the parties agree to refer the issue of disagreement to arbitration for non-binding resolution. If no agreement on an arbitrator is forthcoming a mediator will be appointed by the president of the Taranaki Branch of the New Zealand Law Society.

Authority

12. This agreement is signed on this day, 22 of February 2023, by the following on behalf of their respective authorities.

New Plymouth District Council

Neil Holdom Mayor

South Taranaki District Council

Phil Nixon Mayor

Stratford District Council

Neil Volzke Mayor

Taranaki Regional Council

Charlotte Littlewood Chairperson

Dated: 22 February 2023