
**BAY OF PLENTY MAYORAL FORUM
TRIENNIAL AGREEMENT**

For the triennium from October 2022 to October 2025

Bay of Plenty Mayoral Forum Triennial Agreement

1 Parties to this Agreement

This is an agreement between the following councils of Local Government:

- Bay of Plenty Regional Council;
- Kawerau District Council;
- Ōpōtiki District Council;
- Rotorua Lakes Council;
- Taupō District Council;
- Tauranga City Council;
- Western Bay of Plenty District Council;
- Whakatāne District Council.

This Agreement does not place any limits on opportunities for neighbouring local authorities, Central Government agencies and non-government organisations to work jointly with Local Government within the Bay of Plenty.

2 Statement of Intent

This Agreement represents the shared desire of Local Government in the Bay of Plenty region to work collaboratively, to maximise effectiveness and efficiency, and to:

- Promote the social, cultural, economic and environmental wellbeing of the Bay of Plenty communities now and in the future;¹
- Promote an agreed consultation process for preparation and review of the Regional Policy Statement.

Bay of Plenty Local Authorities will also collaboratively seek to determine what are the high-level strategic regional issues and opportunities over the triennium and beyond.

This Agreement is deemed to meet the requirements of section 15 of the Local Government Act 2002 (“the Act”), included in Appendix 1.

3 Introduction

The Act recognises that individual local authorities are only one player in the achievement of its priorities and desired outcomes, and making efficient use of its resources, and that work to promote its priorities and desired outcomes

¹ As defined by the Local Government Act 2002

goes beyond individual local authority boundaries. The Act recognises that local authorities should collaborate and co-operate with one another and a variety of other organisations to find solutions to local issues. The main framework to guide collaboration and co-operation between local authorities within the Bay of Plenty region is the Triennial Agreement.

This Agreement describes why and how Councils in the Bay of Plenty region will work together and provides an opportunity for improved communication and co-ordination at all levels of Local Government in our region. This will enable democratic local decision-making and action by and on behalf of communities. It also provides the opportunity to speak with “one consistent message” to Central Government on issues affecting Local Government in our region.

4 **Principles of this Agreement**

The parties agree to work in good faith together for the good governance of their localities and the region. As signatories to this Agreement each local authority will:

- 1 Continue to promote coordination and application of quality public services, infrastructure and planning for the present and future communities of the Bay of Plenty, by collaborating and cooperating as considered appropriate to achieve priorities and desired outcomes.
- 2 Respect the individual roles and responsibilities of each party to this agreement and the statutory independence and accountability of each Council to its own communities and constituencies.
- 3 Recognise that issues and concerns that are shared by some communities and local authorities may be of little relevance to others, and that it is therefore appropriate to have a range of sub-agreements on local issues.
- 4 Acknowledge that collaboration among local authorities is necessary to address increasingly complex governance issues. Many issues cannot be solved by any one organisation acting alone and need joint responses.
- 5 Support the establishment of processes for communication and collaboration at both governance and management levels in ways that will give clear Bay of Plenty perspectives, and enhance the overall performance and reputation of Local Government in the region.
- 6 Recognise that shared services in the region, or joint procurement approaches with joint or separate contracting, can bring efficiencies and savings in terms of planning, administration, consultation and operations; increases in available resources and promotion of cooperative approaches to the allocation of resources.
- 7 Support processes through which all local authorities in the region can participate in identifying, delivering and funding facilities and services of significance to more than one district in the region, in a way that encourages efficiencies to be realised and opportunities to be recognised.
- 8 Recognise the value of undertaking joint processes to engage with communities, Central Government, community organisations and

regional and territorial authorities from other regions for issues that cross local authority boundaries.

- 9 Strengthen Local Government collaboration and coordination in the region in ways that enhance relationships with Central Government and other parties that can influence the wellbeing of the region and its communities.
- 10 Ensure a 'no surprises' approach with other parties to this Agreement. This will be given effect by ensuring other parties receive early notification of:
 - (a) Significant proposed decisions that may affect other parties and their communities, and
 - (b) Advice of divergent views on proposed decisions before critical public announcements are made.

5 **General Protocols**

5.1 **Meetings:**

Mayors/Chairs and Chief Executives of each council, party to this Agreement, will endeavour to meet regularly as per an agreed annual schedule of meetings, to give effect to this Agreement.

Any formal public communications from these meetings will be approved by all participating Councils prior to their release.

5.2 **Significant Decisions:**

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 that issue or decision.

Where a Council makes a decision that is or is likely to have consequences that are significantly inconsistent with this Agreement they will, as soon as practicable, notify all other councils in the region of:

- (a) the decision;
- (b) the inconsistency;
- (c) the reasons for the inconsistency; and
- (d) any intention of the local authority to seek an amendment to this Agreement.

6 **New Regional Council Activities**

If the Regional Council or one of its CCOs proposes to undertake a significant new activity, and these activities are already undertaken or proposed to be undertaken by one or more territorial authorities in the region, section 16 of the Act will apply. As such, the Regional Council will, as soon as practicable, inform all territorial authorities within the region of:

- The proposal and the reasons for the proposed activity.
- The nature and scope of the proposed activity and its expected effects on the activities of the other Councils in the region.

Any such proposal will be included in the consultation document referred to in section 93A of the Act.

Where section 16 of the Act *does not* apply, but a proposed new activity is significant in terms of the Regional Council's Policy on Significance, and if a special consultative procedure (SCP) is required, the Regional Council will deliver a copy of the statement of proposal, prepared under section 83 of the Act, to all parties to allow them a reasonable opportunity to make submissions during the SCP. The process for mediation between the Regional Council and the territorial authorities if agreement is not reached at the end of the SCP will be as set out in section 16 of the Act.

Territorial authorities will be given a reasonable period of time, but no less than 20 working days, to respond to any proposal that triggers section 16 of the Act. The Regional Council agrees to fully consider any submissions and representations on the proposals made by territorial authorities within the region. The territorial authorities also acknowledge a reciprocal obligation to consult when they are proposing new activities, or changes in current activities, that may have implications for the Regional Council.

7 Significant Facilities and Services

Where there are facilities and services that are considered to be of significance to more than one district, an item will be scheduled for discussion at the next available Mayoral Forum meeting (as noted in the schedule of meetings) or other agreed meeting that includes all likely affected councils.

As soon as practicable, and prior to the meeting, the council(s) that has identified the significant facilities and services will contact the likely affected councils to discuss. In the event that it is not clear which councils will be affected, this can be canvassed at the meeting.

The meeting will facilitate the discussion around the facilities and services including; identifying and confirming the affected area and the process for determining the delivery and funding.

8 Regional Policy Statement and Plans Consultation

For the purpose of meeting the requirements of clause 3A of Schedule 1 to the Resource Management Act 1991 (Appendix 1), the consultation process to be used by affected local authorities in relation to the Regional Policy Statement is set out in the latest version of the *Protocol for Bay of Plenty RMA Policy and Plans*. The protocol also covers the agreed consultation process on district plans and regional plans.

The protocol describes when and how local authorities in the Bay of Plenty region consult in relation to Resource Management Act policy and plan preparation and changes. There are four stages of interaction and consultation covered in the protocol. They include:

- Scoping;
- Drafting;
- Notifying and submitting;
- Appeals to the Environment Court.

Each of the local authorities in the Bay of Plenty region is a party to this protocol.

9 **Resolving Disagreement**

All parties to this Agreement are committed to working strenuously, in good faith, to resolve any disagreements that may arise in relation to its application. Where a party has a significant disagreement with the position of the others, all parties will make every effort to accommodate, acknowledge or at least fairly represent the dissenting view.

Should any disagreement arise every endeavour will be made to ensure that disagreement is resolved with regard to the broader interests of the regional community and the effectiveness of local government in the Bay of Plenty region.

If the affected parties are unable to reach agreement the members may agree by majority decision to either ask Local Government New Zealand (LGNZ) or the New Zealand Law Society (NZLS) to appoint a mediator.

Should such a process be unsuccessful any of the Councils directly affected may ask the Minister of Local Government to determine the matter.

10 Signatories to the 2022 to 2025 Triennial Agreement

The Agreement is effective from the date of signing until such time as it is either amended by the agreement of all parties or is renewed following the next Local Government elections.

In signing this Agreement, the parties:

- recognise that co-operation and collaboration evolve as a result of successful communication and co-ordination;
- are committed to ensuring that this Agreement delivers tangible outcomes for Bay of Plenty communities; and
- intend that the operation of this Agreement should contribute to the strengthening of regional relationships.



Chair Doug Leeder
Bay of Plenty Regional Council



Mayor Faylene Tunui
Kawerau District Council



Mayor David Moore
Ōpōtiki District Council



Mayor Tania Tapsell
Rotorua Lakes Council



Mayor David Trewavas
Taupō District Council



Commissioner Chair Anne Tolley
Tauranga City Council



Mayor James Denyer
Western Bay of Plenty District Council



Mayor Victor Luca
Whakatāne District Council

Monday, 27 February 2023

Appendix 1 – Legislative Context

Local Government Act 2002

Section 15 states:

- (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.

Resource Management Act

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.