

# Canterbury Local Authorities Triennial Agreement 2017–19

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## 1. Purpose

Not later than 1 March following triennial local government elections, local authorities within a regional council area are required to enter into a Triennial Agreement (S.15 of the Local Government Act 2002). The purpose of the Triennial Agreement is to ensure appropriate levels of communication, co-ordination and collaboration between local authorities within the region.

The Triennial Agreement is ratified by all member councils.

## 2. Agreement

The parties:

Ashburton District Council  
Canterbury Regional Council (Environment Canterbury)  
Christchurch City Council  
Hurunui District Council  
Kaikōura District Council  
Mackenzie District Council  
Selwyn District Council  
Timaru District Council  
Waimakariri District Council  
Waimate District Council  
Waitaki District Council

agree to work collaboratively and in good faith for the good governance and success of their districts, cities and the region.

As signatories to this Agreement, each local authority will ensure that pursuant to Section 15, Local Government Act, 2002:

- early notification to affected local authorities party to this Agreement through the distribution of draft documentation of major policy initiatives or proposals that may have implications beyond the current geographic boundaries (or for constituent authorities) of the decision-making authority. This includes the requirement of Section 15 (2) of the Local Government Act for consultation on proposals for new regional council activities where the following process will be followed.
- any new significant activity, as defined in Section 16 (1) of the Act, proposed by the Canterbury Regional Council, will be advised to the appropriate meeting of the Canterbury Mayoral Forum, in addition to any Section 16 (1) requirement
- any new activity proposed by the Canterbury Regional Council not considered significant will be advised to the appropriate territorial authorities in the Canterbury Region
- the application of a “no surprises” policy where early notice will be given of potential disagreements between, or actions likely to have significant impact on, other local authorities.

## 3. Collaboration

The local authorities in Canterbury, as signatories to this Agreement, commit to working collaboratively to drive efficiencies and better provide for the needs of their communities through the provision of good quality local infrastructure, local public services and

performance of regulatory functions. This collaboration may either be Canterbury wide or on a sub-regional basis.

Collaborative commitment for the 2016-2019 term will include but is not restricted to:

- an effective Canterbury Mayoral Forum (Charter of Purpose attached)
- developing and voicing a shared vision for Canterbury
- continuing to develop and implement the *Canterbury Regional Economic Development Strategy*, and advocating on economic and social development opportunities for Canterbury
- continuing to implement the Canterbury Water Management Strategy (CWMS)
- integrated transport planning for the region
- investigating options for the delivery of integrated transport and 3 Water services in Canterbury
- supporting regional and sub-regional collaborative opportunities, such as refreshing and implementing the Urban Development Strategy (UDS) for greater Christchurch
- developing a three-year work programme for the Canterbury Chief Executives Forum, including a framework for collaboration in the governance and management of effective and efficient delivery of services, infrastructure and regulatory functions across the region
- working through the Canterbury Policy Forum to address common strategic policy issues, generating where possible common positions and submissions, and facilitating the co-ordinated sharing and reporting of information
- implementing a collaborative planning and decision making process including integrated RMA planning
- ensuring effective resilience and response to civil defence and emergency management, and natural hazard risk management.

#### **4. Canterbury Mayoral Forum**

Co-ordination, communication and collaboration in relation to this Agreement will be primarily through, but not limited to, the Canterbury Mayoral Forum (the Forum). The Forum will meet at least three-monthly and operate in accordance with its agreed Charter of Purpose (attached).

The Forum will be supported by:

- the Chief Executives Forum
- the Canterbury Policy Forum
- other regional and sub-regional forums and working groups as required.

#### **5. Chief Executives Forum**

There will be a Chief Executives Forum reporting to the Canterbury Mayoral Forum, which will develop a three-year work programme that:

- implements and manages collaborative projects and agreed actions of the Canterbury Mayoral Forum
- identifies and escalates strategic issues and opportunities for collaboration on strategy, policy and planning from the Canterbury Policy Forum to the Canterbury Mayoral Forum

- includes a framework for collaboration in the governance and management of effective and efficient delivery of services, infrastructure and regulatory functions across the region.

## **6. Review and Agreement to Review**

The parties to the Triennial Agreement will meet to consider and agree on progress on and to amendments, if any, to the agreement annually before the end of each calendar year. In addition, following a request for amendment from any one or more authorities party to this agreement in writing to the Chair of the Forum, received at least two weeks prior to the meeting date, the Forum will meet to consider the amendment at the next available Forum meeting.

This Agreement will be placed on the Forum agenda at the final Forum prior to a triennial election to review, with the purpose of recommending changes (if any) to the incoming councils.

## **7. Local Government Structure**

Notwithstanding the spirit of co-operation and collaboration embodied within this Agreement, the local authorities, individually or collectively, reserve the right to promote, consult, and/or research change to the structure of local government within the Region.

This right is consistent with the intent of effective and efficient governance sought in the Local Government Act 2002, having particular relevance to the ideals of community interest and community representation.

Local authorities will participate in the review of the regional council's representation arrangements, as required under statute, and the Mayoral Forum will also participate in the review providing the Forum's views.

## **8. Other Agreements**


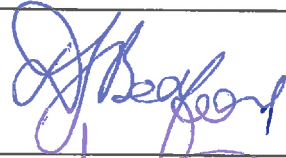

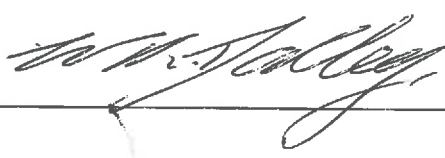
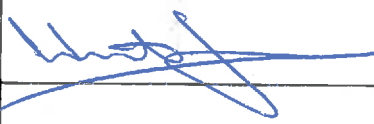


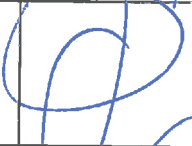
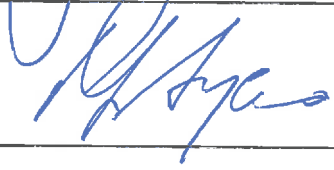
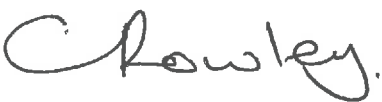

This Agreement does not prevent local authorities entering into other agreements among themselves or outside the region to facilitate their responsibilities. Any other such agreement should not be contrary to the purpose and spirit of this Agreement.

## **9. Regional Policy Statement Review**

This Triennial Agreement will apply to any change, variation or review of the Canterbury Regional Policy Statement.

## 10. Authority

This Canterbury Local Authorities Triennial Agreement 2017–19 is signed by the following on behalf of their respective authorities:

COUNCIL	SIGNATURE	DATE
Ashburton District Council		24.2.17.
Canterbury Regional Council		24/2/17
Christchurch City Council		23/02/17
Hurunui District Council		23/2/17
Kaikōura District Council		21/2/17
Mackenzie District Council		7/3/17
Selwyn District Council		8/2/17
Timaru District Council		21/2/17.
Waimakariri District Council		7/2/17
Waimate District Council		21/02/17
Waitaki District Council		15/02/17

## **Appendix: Canterbury Mayoral Forum Charter of Purpose 2017–19**

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### **1. Name**

The name of the group shall be the Canterbury Mayoral Forum.

### **2. Objectives**

- (a) To provide a forum to enable Canterbury councils to work more collaboratively with each other and with central government and other key sector leaders in Canterbury to identify opportunities and solve problems together.
- (b) To identify and prioritise issues of mutual concern and foster co-operation, co-ordination and collaboration to address these issues (including where appropriate joint work plans).
- (c) To formulate policies and strategies on matters where all member councils may act collaboratively in determining plans for the co-ordination of regional growth.
- (d) To ensure increased effectiveness of local government in meeting the needs of Canterbury communities.
- (e) To act as an advocate to central government or their agencies or other bodies on issues of concern to members.
- (f) To develop and implement programmes, which are responsive to the needs and expectations of the community.

### **3. Principles**

In pursuit of these objectives the Canterbury Mayoral Forum will observe the following principles.

- (a) Establish and maintain close liaison with other local government networks to ensure as far as possible the pursuit of common objectives and the minimisation of duplication.
- (b) Establish and maintain close liaison with Ministers of the Crown and local Members of Parliament.
- (c) Establish and maintain close liaison with a wide number of diverse stakeholders and key sector organisations within the region.
- (d) Exercise its functions with due regard to the tangata whenua and cultural diversity of the Canterbury community.
- (e) Keep the local community informed about its activities by proactively releasing information about key projects in a timely manner, as agreed by the member councils.
- (f) Encourage member councils to promote and apply cross-boundary structures and systems.
- (g) Establish a provision for reporting back to its respective Councils.

#### **4. Powers**

- (a) The Canterbury Mayoral Forum shall have the power to:
  - (i) levy for any or all of its objects in such amount or amounts as may be mutually determined and acceptable to individual local authorities
  - (ii) determine and make payments from its funds for any or all of the purposes of its objects
  - (iii) receive any grant or subsidy and apply monies for the purposes of such grant or subsidy
  - (iv) fund appropriate aspects of the Forum's activities regionally.
- (b) The Canterbury Mayoral Forum does not have the power to legally bind any council to any act or decision unless that act or decision has been agreed to by decision of that council.

#### **5. Membership**

- (a) Membership of the Canterbury Mayoral Forum shall be open to the following councils:
  - Ashburton District Council
  - Canterbury Regional Council (Environment Canterbury)
  - Christchurch City Council
  - Hurunui District Council
  - Kaikōura District Council
  - Mackenzie District Council
  - Selwyn District Council
  - Timaru District Council
  - Waimakariri District Council
  - Waimate District Council
  - Waitaki District Council
- (b) Each member council shall be represented by its Mayor (or Chairperson in the case of Environment Canterbury) and supported by its Chief Executive. On occasions where the Mayor or Chair cannot attend, a council may be represented by its Deputy Mayor or Chair.
- (c) The Canterbury Mayoral Forum will have the power to co-opt other members on a permanent and/or issues basis.

#### **6. Chairperson**

- (a) The Canterbury Mayoral Forum shall select a Chairperson at the first meeting immediately following the Triennial Elections. This appointment may be reviewed after a period of 18 months.
- (b) The Chairperson selected will preside at all meetings of the Canterbury Mayoral Forum.
- (c) The Canterbury Mayoral Forum shall select a Deputy Chairperson at the first meeting immediately following the Triennial Elections.
- (d) The Canterbury Mayoral Forum may appoint spokespersons from its membership for issues being considered, in which case each member council agrees to refer all requests for information and documents to the duly appointed spokespersons.

## **7. Meetings**

- (a) Meetings will be held as required with an annual schedule, covering a calendar year, to be determined by the members. It is anticipated that meetings would be held three-monthly at venues to be determined.
- (b) Special meetings may be called at the request of four Mayors/Chairpersons.
- (c) A working group of Chief Executives will facilitate preparation of material for consideration by the Canterbury Mayoral Forum.
- (d) Agendas for meetings will be issued and minutes will be taken and circulated.
- (e) A summary of each meeting will be drafted, agreed by the Chair, and circulated by the secretariat to the Mayors / Chair with the intention that the Mayor / Chair will distribute within each Council as a high level record of the meeting.
- (f) Approved minutes and approved final reports and papers will be made available via a Mayoral Forum website as agreed by the Canterbury Mayoral Forum.

## **8. Decision making**

- (a) The practice of the Forum will be to determine issues before it by consensus.
- (b) If the consensus is to determine issues by voting, the determination shall be determined by a majority of votes of the authorities represented at the meeting through the Mayor (or Chair) or their nominated representative.

## **9. Secretariat**

The Canterbury Mayoral Forum will appoint Environment Canterbury to carry out the secretariat function on such terms and conditions as it shall decide for the discharge of duties, including the taking of minutes and the keeping of any books and accounts and attending to any other business of the forum.