

Mayor and Councillors
COUNCIL

23 FEBRUARY 2017

Meeting Status: **Public**

Purpose of Report: For Decision

WELLINGTON REGION TRIENNIAL AGREEMENT 2016-2019

PURPOSE OF REPORT

- 1 This report seeks Council's adoption and signature on the Wellington Region's Triennial Agreement for the 2016-2019 Triennium (see Appendix 2).

DELEGATION

- 2 Only Council has the authority to consider this matter.

BACKGROUND

- 3 The Local Government Act 2002 requires that a Triennial Agreement between all the local authorities of a region must be agreed after each election (see extract of legislation at Appendix 1). The Agreement sets out how the local authorities will work together for the good governance of the region, and must be in place (i.e. adopted by all authorities) by 1 March 2017.
- 4 The draft document was discussed at the Chief Executives' Forum and pre-circulated to regional Mayors for comment ahead of each Council being asked to formally adopt the document.
- 5 Each local authority takes a turn in servicing the Agreement. For the previous Triennium this was the South Wairarapa District Council (SWDC). For the 2016-2019 Triennium it will be Upper Hutt City Council (UHCC).

ISSUES AND OPTIONS

Issues

- 6 Following endorsement by each Council, the Mayors and Chair of the Greater Wellington Regional Council (GWRC) will sign it on behalf of their authorities so that the document (refer Appendix 2) is in place by 1 March 2017.
- 7 The previous document featured a section on Shared Services principles and prioritised action areas which were a priority at the time. This section has been amended to discuss "collaboration within the region" and "Collaboration Principles". It was considered that a higher level outline of how the region will work together was more relevant than a specific list of potential projects that can quickly become outdated.

CONSIDERATIONS

Policy considerations

8 There are no policy considerations.

Legal considerations

9 There are no legal considerations.

Financial considerations

10 There are no financial considerations.

Tāngata whenua considerations

11 There are no tāngata whenua considerations.

SIGNIFICANCE AND ENGAGEMENT

Degree of significance

12 As this matter is mandated by legislation it has a low level of significance under Council policy.

Engagement planning

13 An engagement plan is not needed to implement this decision.

Publicity

14 A copy of the document once adopted and signed will be made available on the Council website.

RECOMMENDATIONS

15 That the Kāpiti Coast District Council approves the Triennial Agreement for the Wellington Region (2016-2019 Triennium) as attached at Appendix 2 of report Corp-16-071, and authorises the Mayor to sign on behalf of the Council.

Report prepared by	Approved for submission	Approved for submission
Vyvien Starbuck-Maffey	Kevin Currie	Wayne Maxwell
Democracy Services Manager	Group Manager Regulatory Services	Group Manager Corporate Services

ATTACHMENTS

- Appendix 1 Extract from the Local Government Act 2002
Appendix 2 Draft Triennial Agreement 2016-2019 for the Wellington Region

APPENDIX 1 – EXTRACT FROM LOCAL GOVERNMENT ACT 2002

15 Triennial agreements

- (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 coordination 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.

WELLINGTON REGIONAL TRIENNIAL AGREEMENT

2016 - 2019

1. SCOPE

- 1.1 This agreement is drafted in order to meet the requirements of s.15 of the Local Government Act 2002.
- 1.2 The Local Government Act 2002 (hereafter referred to as 'the Act') is intended to provide the necessary flexibility for councils to work co-operatively and collaboratively together and with other public bodies to advance community goals and to improve community wellbeing. The scope of this agreement includes the current co-operative and collaborative projects already in place in the Wellington Region and work being undertaken to establish structures and protocols associated with specific issues, and aims to build on these.

2. PURPOSE

The parties to this agreement commit to working for the good governance of their city, district or region by acting co-operatively and collaboratively. It is intended that this agreement will ensure that appropriate levels of consultation and co-ordination are maintained between the councils of the Wellington Region. It is intended that the process of arriving at this agreement, as well as its ongoing operation, should contribute to the strengthening of the regional relationships.

3. PARTIES TO AGREEMENT

- 3.1 The parties to this agreement are:

- Carterton District Council
- Greater Wellington Regional Council
- Hutt City Council
- Kapiti Coast District Council
- Masterton District Council
- Porirua City Council
- South Wairarapa District Council
- Upper Hutt City Council
- Wellington City Council

- 3.2 In accordance with the requirements of the Act, and in the spirit of collaboration that they wish to foster within the region, the parties agree to work in accordance with the protocols outlined in this agreement.

4. PROTOCOLS

- 4.1 The councils of the Wellington Region will work together on issues where it is agreed that the Region and the communities within it will benefit from a regionally collaborative approach.
- 4.2 The councils of the Wellington Region will work together in line with the protocols and principles outlined in the Wellington Regional Strategy Multilateral Agreement in regard to the Wellington Regional Strategy.
- 4.3 When a council has a significant disagreement with the position of the others, the group will make every effort to accommodate, acknowledge or at least fairly represent the dissenting view.
- 4.4 The councils of the Wellington Region will proactively present their case to the Government and other councils from other regions to ensure that the Wellington Region's interests are protected and enhanced.
- 4.5 When a significant decision or issue affects a particular council, or its population, then that council should have the lead role in formulating the Region's response.-
- 4.6 Where facilities and services of significance benefit more than one district, and are intended to be funded by more than one district, those districts that intend to participate shall be involved in identifying, delivering, and funding the facility or service. One Council shall take the lead for the project, appointed by the participating councils.
- 4.67 The agreement acknowledges each council's unique accountability.
- 4.78 The councils agree to act in good faith on issues of information and disclosure.
- 4.89 The councils agree to work collaboratively in an open and transparent manner.
- 4.9-10 The councils agree to build on work currently being undertaken within the Region and to continue to address issues of co-ordination, roles and responsibilities.
- 4.1011 As signatories to this agreement all councils will ensure provision of the following:
- a) Early notification to affected councils, through the distribution of draft documentation, of major policy discussions which may have implications beyond the boundaries of the decision-making council. This specifically includes the development of consultation policies and policies on significance.
 - b) Opportunities for all councils in the Region to be involved in early consultation on the development of each other's draft Annual Plan and draft Long Term Plan and other significant policy consultation processes.
 - c) The application of a 'no surprises' policy, whereby early notice will be given over disagreements between councils concerning policy or programmes, before critical public announcements are made.

5. CONSULTATION

5.1 Consultation in relation to this agreement will be undertaken within the following groups:

- a) A meeting of the Mayors, Regional Council Chair and their Chief Executives will occur at least once every six months to discuss general policy business and to review the performance of the agreement.
- b) Existing regional and sub-regional forums such as:
 - The Wellington Regional Mayoral Forum
 - The Joint Wairarapa Councils' Meeting
 - The Wellington Regional Strategy Committee
 - The Wellington Regional Transport Committee
 - LGNZ Zone Four
 - Regional Civil Defence Emergency Management
- c) Meetings between staff as necessary to achieve communication and co-ordination on issues identified in the agreement.

5.2 Under Section 15(2) of the Act, the following consultation processes will apply to proposals for new Regional Council activities:

- a) Where a proposed new Regional Council activity is significant in terms of the Wellington Regional Council's policy on significance, the process will be as set out in s.16 of the Act.
- b) Where a proposed new Regional Council activity is not significant in terms of the Wellington Regional Council's policy on significance, the Regional Council undertakes to notify all other councils in the Region prior to commencing any public consultation, in line with the principles of 'no surprises', transparency and good faith.
- c) Where the parties to this agreement are unable to agree, dispute procedures set out in s.16 (4)-(7) of the Act will apply.

5.3 The following consultation process will apply to any change, variation, or review of the Regional Policy Statement for the Wellington Region, and the preparation of any future Regional Policy Statement:

- a) The Regional Council will seek the input of territorial authorities into the review of the Regional Policy Statement for the Wellington Region.
- b) The Regional Council will make available to all local authorities, for discussion and development, draft copies of:
 - any change or variation of to the Regional Policy Statement
 - any proposed Regional Policy Statement.

- c) Territorial authorities will be given a reasonable period of time, but no less than 30 working days, to respond to any such proposal. The Regional Council agrees to consider fully any submissions and representations on the proposal made by territorial authorities within the Region.

6. OTHER ISSUES

The parties agree that, in addition to the general consultation obligations of this agreement, the councils of the Wellington Region will continue to meet together in various forums to develop common approaches on issues identified as priorities for the Region, including the progressing of Shared Services initiatives consistent with the following principles:

Shared Services Collaboration Principles

In giving effect to shared services the councils will adopt the following principles to guide progress towards implementation of shared services across the region:

1. **Transferable** - regardless of future decisions around governance, that any approach to shared services be transferrable to any new council structure.
2. **Beneficial** - that shared services focus on ~~back office~~ services where these will result in significant cost savings, and focus on the delivery of functions that result in more effective and efficient delivery for households and businesses.
3. **Sustainable** that the approach has longevity and sets a benchmark for quality service provision in the region but can be scaled up.
4. **Urgent** – that the approach can realise benefits quickly and, if necessary, start small.

6.1 Collaboration within the region Shared Services

The Mayoral Forum will:

- Be the vehicle for oversight of projects, such as collaboration projects.
- Review existing collaboration and shared services arrangements as necessary to ensure that current arrangements remain relevant and optimal
- Identify new opportunities for collaboration and shared services for consideration by the councils

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- Review existing shared services arrangements to ensure that current arrangements remain relevant and optimal
- Identify new opportunities for shared services for consideration by the Council's. Opportunities include:
 - Implementation of the National Policy Statement on urban

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development capacity

Climate change mitigation and adaptation

Transport data and analytics

Post-event recovery management

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The Mayoral Forum will prioritise the development of active shared services throughout the region in four areas. These are:

6.1.1 ICT Back Office Partnership

This will progress the work on the ICT initiative being delivered through the current contract with Deloitte. The Chief Executives will consider development priorities for the region in respect of ICT possibilities in early 2014 following consideration of the feasibility study delivered to them by Deloitte at the end of 2013. (Led by Wellington City Council)

6.1.2 Economic Development

The Region will continue to develop an improved economic development framework incorporating the Wellington Regional Strategy and economic development initiatives being undertaken by each of the region's councils. (Led by Wellington City Council)

6.1.3 Regional Spatial Planning

To advance planning for and the preparation of a Regional Spatial Plan. (Led by Greater Wellington Regional Council.)

6.1.4 Water Services

To further develop the work on the integration of water services throughout most of the metropolitan area of the region. (Led by Hutt City Council and Greater Wellington Regional Council.)

6.2 Other matters identified as priorities for the region include:

- Emergency Management
The continued successful operation of the Wellington Region Emergency Management Office.
- Housing Accord
To work collaboratively on initiatives to promote affordable housing throughout the region by working with the Government through its Housing Accord legislation.
- Transport
- Infrastructure
- Wellington Governance
- Regional Amenities
- Climate Change
- Biodiversity.

7. SERVICING

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- 7.1 The parties agree that responsibility for servicing this agreement shall be shared, with responsibility passing from local authority to local authority at the start of each triennium. Servicing involves:
- providing those secretarial services required
 - within the limits outlined in the protocols and principles above, 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.
- 7.2 The parties agree that the ~~South Wairarapa District~~Upper Hutt City-Council will be the council responsible for servicing this agreement for the ~~2013-2016~~ 2016-2019 triennium (~~Porirua City Council took the role for the 2010-2013 triennium~~), after which it shall pass to the remaining local authorities as listed in appendix one, unless otherwise agreed.
- 7.3 The parties also agree that responsibility for servicing, and making media comment on behalf of, existing specific regional and sub-regional forums, will lie within those specific forums.

REVIEW OF THE AGREEMENT

The parties agree to review the terms of this agreement in accordance with s.15(34) of the Act within four weeks of a request by one of the councils made in writing to the council delegated responsibility to service the Agreement.

9. DISPUTE RESOLUTION

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 an arbitrator will be appointed by the President of the Wellington Branch of the New Zealand Law Society.

This agreement is signed on this _____ day of _____ 2014, by the following on behalf of their respective councils.

Carterton District Council

John Booth - Mayor

Greater Wellington Regional Council

Chris Laidlaw - Chair

Hutt City Council

Ray Wallace - Mayor

Kapiti Coast District Council

K (Guru) Gurunathan - Mayor

Masterton District Council

Lyn Patterson - Mayor

Porirua City Council

Mike Tana - Mayor

South Wairarapa District Council

Vivien Napier- Mayor

Upper Hutt City Council

Wayne Guppy - Mayor

Wellington City Council

Justin Lester - Mayor

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Appendix One: Servicing Responsibility

<u>Party Responsible</u>	<u>Financial Year</u>
	<u>Triennium</u>
Masterton District Council	2007-10
Porirua City Council	2010-13
South Wairarapa District Council	2013-16
Upper Hutt City Council	2016-19
Wellington City Council	2019-22
Carterton District Council	
Greater Wellington Regional Council	
Hutt City Council	
Kapiti Coast District Council	

Servicing involves:

- Providing those secretarial services required
- within the limits outlined in the protocols and principles above, 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.

The responsible party should also ensure that a process is in place for the drafting, and subsequent signing, of the following triennium's agreement.

[DRAFT – SWDC – V2](#)

[DRAFT – PCC – #940391 v5](#)