



Clutha District Council



## Otago Local Authorities' Triennial Agreement 2026–29

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### Preliminaries

1. The parties to the Agreement are Queenstown Lakes District Council, Central Otago District Council, Waitaki District Council, Dunedin City Council, Clutha District Council, and the Otago Regional Council (the Parties).
2. Under section 15 of the Local Government Act 2002, every local authority in a region must enter into a triennial agreement by 1 March following local body elections.
3. The purpose of this Agreement is to confirm how Otago's councils will communicate, coordinate, and collaborate during the triennium.
4. This Agreement confirms the Parties' shared commitment to working together for the benefit of Otago's people, places, and natural environment.

### Benefits of working together

5. The Parties recognise that communication, coordination and collaboration enables them to:
  - a. Build strong relationships between councils, Kāi Tahu ki Otago, and other partners;
  - b. Share information and resources, and reduce duplication of effort;
  - c. Coordinate responses to issues and opportunities that cross boundaries; and
  - d. Strengthen collective advocacy for Otago.

## Otago's cross-council partnership framework

6. Otago's local authorities work together through various arrangements, including the Otago Mayoral Forum, Otago Chief Executives Forum, Hui for Otago, joint committees, governance-level working groups and advisory groups, and staff working groups. Collectively, these arrangements comprise Otago's cross-council partnership framework.
7. Each group and meeting differs in its role, membership, mandate, statutory requirements and support needs. All Otago cross-council arrangements are part of a connected framework, with governance and executive groups providing strategy and oversight, and staff groups providing support, expertise and practical advice.
8. Otago's cross-council partnership framework complements the work of each council and does not impinge on the right for each of Otago's local authorities to decide policy, agree resourcing and govern its own area as appropriate.
9. At all levels, cross-council groups within the framework:
  - a. Can identify and progress opportunities in councils' shared interest, within given mandates;
  - b. Must ensure appropriate communication with councils; and
  - c. Cannot make binding decisions, unless agreed to by individual councils.
10. Through the cross-council framework, the Parties may pursue shared outcomes through joint work programmes, co-commissioning of studies, policy development and other agreed work. The Parties may explore options to identify, deliver and fund facilities and services of significance to more than one district, as envisaged by the Act.

## Forums, meetings, committees and working groups

11. Otago's cross-council partnership framework includes a number of groups, committees and other arrangements. This section describes each group, its role, responsibilities, and how it is supported.

### Otago Mayoral Forum

12. The Otago Mayoral Forum brings together Otago's Mayors and the Otago Regional Council Chair to provide shared leadership, coordination, and advocacy for the region.
13. The Otago Mayoral Forum will be responsible for:

- a. Confirming regional focus areas and a direction of travel for each.
- b. Receiving advice and reports from the Otago Chief Executives Forum on progress towards regional focus areas, opportunities for collaboration, work programmes, or collaborative projects.
- c. Overseeing a regional response to the focus areas through Otago's cross-council partnership framework, escalating to Otago's Councils as needed.
- d. Formalising shared positions through letters of support, submissions and/or public statements as appropriate.

14. The Otago Mayoral Forum will operate in accordance with a terms of reference approved by members. The Forum receives advice and support from a secretariat hosted by Otago Regional Council.

## Hui for Otago

15. The Parties may convene a 'Hui for Otago' as needed, bringing together all of Otago's mayors and councillors on topics of shared interest. Hui for Otago provide an opportunity for broader engagement on matters affecting the region. A Hui for Otago could be standalone or part of a series, depending on the issue or opportunity.

16. Hui for Otago will be supported by the Otago Mayoral Forum secretariat.

## Otago Chief Executives Forum

17. The Otago Chief Executives Forum is an established partnership between Otago's six local authority chief executives. The Otago Chief Executive Forum enables the Otago cross-council partnership framework at the executive level, particularly with regards staff resourcing and funding.

18. The Otago Chief Executives Forum will be responsible for:

- a. Supporting the Otago Mayoral Forum to prioritise regional focus areas and a direction of travel for each.
- b. Providing advice and reports to the Otago Mayoral Forum on progress towards regional focus areas, opportunities for collaboration, work programmes, or collaborative projects.

19. The Otago Chief Executives Forum operates under a terms of reference to be agreed by its members. The Forum receives support and advice from the Otago Mayoral Forum secretariat.

## Joint committees

20. The Parties recognise the role of joint committees including statutory joint committees established for specific purposes in supporting regional coordination and collaboration. At the time of signing, the following joint committees operate within Otago:
  - a. **Otago Civil Defence Emergency Management (CDEM) Group Committee**, responsible for approving the Otago CDEM Group Plan and providing guidance on civil defence implementation.
  - b. **Otago Regional Transport Committee**, responsible for preparing the Otago Regional Land Transport Plan.
  - c. **Otago Central Lakes Regional Deal Negotiation Committee**, responsible for providing direction to inform the negotiation of a Regional Deal between partner councils and Central Government.
21. Joint committees may be established from time to time and will be considered when collaborative activity is likely to involve some or all of: dedicated strategic oversight from more than one Otago council, significant cross-council funding, stakeholder interaction, and/or strong public interest.
22. Joint committees will operate in accordance with their establishing legislation, council resolutions, governing agreement, or terms of reference as applicable.

## Governance-level advisory and working groups

23. The Parties recognise the role of governance-level advisory and working groups within Otago. These can operate at a regional or sub-regional level, and may involve central government, iwi or wider stakeholders. Advisory and working groups are less formal than joint committees and can be a useful mechanism for sharing information and working towards shared goals.
24. Current examples of governance-level advisory and working groups include the Dunedin Transport Working Group, Queenstown Transport Working Group, and the Grow Well Whaiora Partnership.

## Staff working groups

25. Council staff across Otago are encouraged to discuss issues of shared interest or concern with one another.

26. Staff may form cross-council working groups to discuss regional issues and, where relevant, progress joint work programmes or collaborative projects. These groups also enable staff to share knowledge and expertise across councils.
27. Established cross-council staff working groups include:
  - a. Otago Regional Economic Development Working Group,
  - b. Otago Waste Network,
  - c. Otago Biodiversity Forum,
  - d. Otago Climate Officers' Group, and
  - e. Otago Strategy Managers' Group
28. All cross-council working groups will have terms of reference defining their purpose, membership, key objectives and outcomes. The terms of reference will be reviewed periodically by the Otago Chief Executives Forum and not less than every 18 months. Participation in such working groups is made possible with the support of participants' employers.
29. The Otago Mayoral Forum secretariat provides support and advice for working groups and collaborative activity as needed.

## **Partnership with Kāi Tahu ki Otago**

30. Te Rōpū Taiao Otago is the formal structure supporting the partnership between Kāi Tahu ki Otago and Otago's councils. Te Rōpū Taiao Otago operates under a separate charter.
31. Through Te Rōpū Taiao Otago, Otago's councils and Kāi Tahu ki Otago representatives build regional relationships, identify shared priorities and share information. Meetings are typically scheduled alongside those of the Otago Mayoral Forum.
32. This partnership complements the many other iwi relationships and agreements maintained by individual councils.

## **Support and resourcing**

33. The Parties acknowledge that Otago's cross-council framework depends on the participation and commitment of mayors, councillors and staff across all Otago councils. The rewards from working together increase with participation and engagement.

34. The Otago Regional Council hosts a permanent secretariat to support and advise the Otago Mayoral Forum, Otago Chief Executives Forum, Te Rōpū Taiao Otago and cross-council working groups, and to facilitate collaboration across Otago's local authorities as needed. The secretariat also holds a small discretionary budget to facilitate the Forums' work.
35. The Parties recognise the value of dedicated regional support roles, including the Otago Regional Waste Officer and other jointly-funded positions as may be established from time to time.

## **Section 16 of the Local Government Act 2002**

36. A triennial agreement must include a statement of the process by which the local authorities will comply with section 16 of the Local Government Act 2002 in respect of proposals for new regional council activities. This section fulfils this requirement.
37. If a regional council or a regional council-controlled organisation proposes to undertake a significant new activity AND one or more territorial authority is/are already undertaking the significant new activity or have notified their intention to do so in their long-term plans, the following process will apply:
  - a. The regional council will advise all territorial authorities of the proposal and its reasons.
  - b. Territorial authorities may provide comments or objections.
  - c. The councils will seek to reach agreement through discussion.
  - d. If agreement is not reached, either party may seek mediation by an agreed mediator or, if needed, by a process specified by the Minister of Local Government.
  - e. If mediation is unsuccessful, either party may ask the Minister to make a binding decision.
38. New activity does not include an activity authorised by or under an enactment. Section 16 does not apply to a proposal by a regional council to establish, own, or operate a park for the benefit of its region; or a proposal to transfer responsibilities; or a proposal to transfer bylaw-making powers; or a reorganisation under Schedule 3 being 'reorganisation of local authorities'; or a proposal to undertake an activity or enter into an undertaking jointly with the Crown.

## Variation and Review

39. This Agreement remains in force until it is replaced by a new Otago Local Authorities Triennial Agreement following the next local elections.
40. It may be varied at any time by agreement between the Parties.
41. The Agreement will be reviewed by the Otago Chief Executives Forum and Otago Mayoral Forum at the conclusion of the triennium, and a new Otago Local Authorities Triennial Agreement proposed for consideration following the next local elections.

## Signatories

42. This Agreement is signed by the following on behalf of their local authority:

Council and signatory	Signature	Date
<b>Mayor Tamah Alley</b> Central Otago District Council		
<b>Mayor Jock Martin</b> Clutha District Council		
<b>Mayor Sophie Barker</b> Dunedin City Council		
<b>Chair Hilary Calvert</b> Otago Regional Council		
<b>Mayor John Glover</b> Queenstown Lakes District Council		
<b>Mayor Melanie Tavendale</b> Waitaki District Council		