

**ATTACHMENT C: MOA TO ESTABLISH REGIONAL DEAL
NEGOTIATION JOINT COMMITTEE**



Memorandum of Agreement

Otago Central Lakes Regional Deal Negotiation Joint
Committee

This Memorandum of Agreement is consistent with the requirements for joint committees as outlined in the Local Government Act (Clause 30A of Schedule 7).

Execution:

This Memorandum of Agreement was:

- endorsed by the Central Otago District Council on 25 June 2025,
- endorsed by the Otago Regional Council on 25 June 2025, and
- endorsed by the Queenstown Lakes District Council on 26 June 2025.

Executed by:

Mayor Tamah Alley

Signed on behalf of Central Otago District Council

Date

Chair Gretchen Robertson

Signed on behalf of Otago Regional Council

Date

Mayor Glyn Lewers

Signed on behalf of Queenstown Lakes District Council

Date

1. PURPOSE OF THE AGREEMENT

- 1.1 This agreement is made pursuant to Clause 30A of Schedule 7 of the Local Government Act 2002 (LGA 2002).
- 1.2 The purpose of this agreement is to establish a joint committee between Central Otago District Council, Otago Regional Council and Queenstown Lakes District Council (“Partners”) to oversee and provide guidance that will inform negotiations for the terms of a Regional Deal for the combined districts of Central Otago and Queenstown Lakes (referred to as “Otago Central Lakes”). The joint committee will be known as the Otago Central Lakes Regional Deal Negotiation Committee (the Committee).
- 1.3 The Committee is a formal joint committee pursuant to the LGA 2002 (clauses 30 and 30A, Schedule 7). The committee will not be discharged at the point of the next election (in line with Clause 30(7) of Schedule 7, LGA 2002). The committee will be automatically discharged on approval by the Partners of a negotiated regional deal agreement between the Partners and central government or after 18 months, whichever comes first.

2. COMMITTEE MEMBERSHIP

- 2.1 Each Partner may appoint two of its elected members as members of the Committee, one of which must be the Mayor or Chair of the Partner.
- 2.2 Each Partner may discharge a member of the Committee appointed by it and appoint another member their stead. This does not apply to the Mayor or Chair of each Partner, who are to remain members of the Committee.
- 2.3 There is no provision for alternates.
- 2.4 All members are voting members of the Committee.
- 2.5 The Committee will not be discharged following a triennial election (refer Clause 30(7) of Schedule 7 of the LGA 2002). If following an election there has been a change of Mayor or Chair, the new Mayor or Chair will become a member of the Committee in place of the former Mayor or Chair. Any other vacancies resulting from the elections will be immediately filled by new members appointed by the relevant Partner.
- 2.6 Members of this committee will remain members of this committee after the triennial election under the following circumstances:
 - If a Partner appointed a specified elected member and that elected member is re-elected to the Partner’s Council, they will remain a member of this Committee.
 - If a Partner appointed an elected member based on position and that elected member is re-elected to the Partner’s Council and remains in the named position they will remain a member of this Committee.

3. CHAIRPERSON AND DEPUTY CHAIRPERSON

- 3.1 A Chairperson and Deputy Chairperson will be appointed by the Committee at the commencement of the Committee and will continue in the role unless resolved by the Committee or upon a resignation being received.
- 3.2 The Chairperson and Deputy Chairperson will be appointed by unanimous vote.
- 3.3 There will be no remuneration for the Chairperson or Deputy Chairperson.

4. QUORUM AND CONDUCT OF MEETINGS

- 4.1 The quorum for each meeting shall be three members (half the committee) and must include one member from each Partner Council.
- 4.2 The Mayors and Chair are members of the Committee by design and not simply because Mayors are automatically members of all committees. As such, those members count for the purposes of determining whether a quorum exists (refer clause 30A(6A) Schedule 7 LGA 2002).
- 4.3 The standing orders of the administering council, Queenstown Lakes District Council, shall apply, unless there is something in this Memorandum of Agreement that is inconsistent with those standing orders, in which case this Agreement applies.
- 4.4 Decisions of the Committee are made by consensus vote of the members voting and present. The person presiding at the meeting has a deliberative vote but not a casting vote. In the case of a lack of consensus the motion is defeated, and the status quo is preserved.

5. MEETING FREQUENCY

- 5.1 The Committee shall meet fortnightly, or at such other times (in addition to the fortnightly meetings) as necessary and determined by the Chair in liaison with the Committee. Meetings shall be held in public unless matters meet the requirement to enter public excluded.
- 5.2 Notification of meetings and the publication of agendas and reports shall be conducted in accordance with the requirements of Part 7 of the Local Government Official Information and Meetings Act 1987.

6. TERMS OF REFERENCE

- 6.1 The role of the Committee is to provide direction that informs the negotiation of a Regional Deal between the Partners and Central Government. The direction provided by the Committee is to reflect the joint priorities agreed by the Committee, as per the process in clause 6.2b below, with reference to the agreed activity areas specified in clause 6.3 below. The overall aim is to ensure that a mutually beneficial deal, generally aligned with the OCL Regional Deal Proposal dated 28 February 2025, is struck.
- 6.2 The functions of the Committee are to:
 - a. Support a collaborative and timely approach to negotiations between the Partners and central government.

- b. Consider the priorities of each Partner and develop and agree the joint prioritisation within the activity areas set out in clause 6.3 that will inform the negotiations to be fronted by the Partner’s negotiating authority.
 - c. Direct the negotiating authority that will be interfacing directly with central government through negotiations, to ensure that negotiations are informed by the joint prioritisation, and will remain in line with the agreed activity areas (clause 6.3) and negotiating principles (clause 6.4).
 - d. Direct the negotiating authority as to whether any aspect raised through negotiations is consistent with the joint prioritisation, agreed activity areas and negotiating principles.
 - e. Report back to Partner Councils at each Council Meeting on progress made during negotiations, and to seek any recommendations / direction required to allow negotiations to progress. There will be a standing agenda item relating to the Regional Deal negotiations at each meeting of the governing body of each Partner during the negotiation phase to ensure that timely decisions can be made as required.
 - f. If considered necessary, seek direction or advice, from Partners to inform the Committee’s ability to provide direction to the negotiating authority.
 - g. Identify and manage risks associated with the negotiation process.
- 6.3 The agreed activity areas that the Committee is responsible for overseeing and providing direction on are those contained in the Otago Central Lakes Regional Proposal dated 28 February 2025. For the avoidance of doubt, the activity areas are:
- a. Transform Transport
 - Refresh transport strategy around offline MRT and sub-regional visitor, commuter and freight links
 - Establish bespoke settings to enable offline MRT
 - Establish alternative funding / financing / ownership / delivery mechanisms for critical public transport, roading and bridge infrastructure.
 - b. Capturing Value
 - Bespoke settings to ensure growth pays for growth
 - Local visitor levy
 - Bespoke settings to enable a pipeline of affordable housing
 - Mining royalties
 - c. Electrify Otago Central Lakes
 - Provide streamlined planning and land acquisition pathway for a transmission corridor.
 - Establish bespoke settings to allow Queenstown to be treated as part of the Grid
 - Require Transpower to undertake additional options analysis for the new Queenstown line
 - Launch the Ratepayer Assisted Scheme for rooftop solar and batteries.
 - Establish bespoke settings to enable innovation in alternative energy generation
 - Establish bespoke settings to enable increased uptake of solar
 - d. Private Investment, Public Health
 - Use OCL resident and visitor numbers in funding model

- Accelerate the delivery of a comprehensive health needs assessment for the region
 - Develop integrated private / public healthcare models
 - Deliver partnered health services based on high priority needs and private opportunities
- e. Visitors and Investors
- Grow highly productive sectors
 - Increase total value of the visitor economy
 - Position OCL as NZ's investment and business shopfront
 - Power sustainable tourism through data driven insights
- 6.4 In carrying out its functions, including when overseeing and directing the negotiating authority, the Committee will apply the following negotiating principles:
- a. Streamlined planning / consenting / permitting / land acquisition pathways must relate only to projects specified under the Regional Deal.
 - b. Streamlined planning / consenting / permitting / land acquisition pathways must be consistent with the partner Council's climate and biodiversity, spatial and destination management plans.
 - c. Delivery staging for the health and transport activity areas will be consistent with the dependencies that have been identified by the Partners. The dependencies are shown by the order in which the activity area components are listed in section 6.3 above.
 - d. An agreed deal will uphold Te Tiriti o Waitangi and its principles and will be delivered in partnership with Ngāi Tāhu.

7. DELEGATIONS OF COMMITTEE

- 7.1 Making decisions on any matter coming within its Terms of Reference.
- 7.2 Commissioning through the Partners and the Working Group (refer clause 10.3) additional advice or evidence (including from external sources), or further definition of requirements, to support negotiations with central government.
- 7.3 Agreeing joint prioritisation of agreed activity areas for OCL, to guide negotiations with government.
- 7.4 Agreeing, in principle, to components of a deal that are consistent with the agreed negotiating principles and within the agreed activity areas.
- 7.5 Appointing a negotiating authority as the direct interface with central government for negotiations.
- 7.6 Appointing a Chairperson and Deputy Chairperson in accordance with any process agreed by the Committee and the requirements of the LGA 2002.
- 7.7 The Committee may delegate any or all its responsibilities, duties or powers to a subcommittee that is made up of all the members of the Committee and the Partner's Chief Executives.

8. LIMITATION OF POWERS

- 8.1 The Committee does not have the authority to commit any Partner to any course of action or expenditure and its recommendations do not compromise the Partners' freedom to deliberate and make decisions.
- 8.2 For the avoidance of doubt, while the Partners will endeavour to support the work of the Committee, they are under no obligation to accept the recommendations of the Committee.
- 8.3 In accordance with legislative requirements, Partners will retain decision-making and other statutory responsibilities in relation to their functions and responsibilities under the LGA 2002 and RMA 1991, and other legislation as relevant.
- 8.4 The Committee's powers exclude:
 - a. ability to determine how new revenue sources made available through the regional deal will be allocated across the partner Councils (e.g. local visitor levy, mining royalties and value capture for affordable housing).
 - b. ability to agree in principle components of a deal that are not consistent with the agreed negotiating principles or are outside the agreed activity areas.
 - c. ability to approve the final form of the regional deal agreement (which remains with the partner Councils),
 - d. powers that Councils are unable to delegate to committees under the Local Government Act 2002 (e.g. setting of rates).

9. OPERATING PRINCIPLES

- 9.1 The Committee will operate and make its decisions in a way that achieves consensus so that alignment and integration across all Partners can be achieved.
- 9.2 The Chairperson and Deputy Chairperson do not have any additional voting powers.
- 9.3 The Committee will work in a collaborative and cooperative manner and consider the interests of all sectors of the community.
- 9.4 The Committee will operate in accordance with the requirements of the Local Government Official Information and Meetings Act 1987.

10. COMMITTEE SUPPORT

- 10.1 Queenstown Lakes District Council will act as the administering authority to the Committee.
- 10.2 A secretariat will be provided to support effective functioning of the Committee.
- 10.3 The Committee will also be supported through the provision of advice by a Subject Matter Expert Working Group made up of staff from across the Partners.

10.4 The Chief Executives of the Partners will each appoint officials to the Working Group.

11. VARIATIONS

11.1 The Committee may, at any time, make a recommendation to the Partners to vary this Agreement.

11.2 In order to be effective a recommendation to vary this Agreement must be ratified at the governance meetings of all Partners.

11.3 Any variation to this Agreement will be attached to a copy of this document.