

DECLARATION FROM
[MAYOR or ELECTED MEMBER NAME]

MAYOR, ELECTED MEMBER (select one)
[ORGANISATION]


Date:

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Principles and Values

The Role of the Elected Member is to directly engage with the community, stimulate discussion and listen to the view of those participating whilst developing a balanced personal opinion that reflect the benefit of the whole community ensuring that our system of local democracy cover the five principals:

This declaration is part of the framework of processes and procedures designed to ensure that our system of local democracy cover the five principals:

	Our Target: <ul style="list-style-type: none">• Democracy• Integrity• Transparency• Accountability• Expertise	Democracy – By the People, for the People Integrity – Honest and open dialogue Transparency – No secret meetings and decisions Accountability – Consequence for bad decisions Expertise – Ensuring that the appropriate level of expertise is applied to Council business.
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They are intended to give effect to the principles of good governance, which include that a local authority should:

- conduct its business in an open, transparent and democratically accountable manner;
- give effect to its identified priorities and desired outcomes in an efficient and effective manner;
- make itself aware of, and have regard to, the views of all its communities;
- take account, when making decisions, of the diversity of the community, its interests and the interests of future communities as well;
- ensure that any decisions made under these standing orders comply with the decision-making provisions of Part 6 of the LGA; and
- ensure that decision-making procedures and practices meet the standards of natural justice.

These are reinforced by the requirement that all local authorities act so that “governance structures and processes are effective, open and transparent” (s. 39 LGA 2002).

Compliance

Elected Members must ensure that:

- Decisions are carried out in accordance with Standing Orders.
- All decisions are made within the intent of New Zealand Law.

Accountability

- All rate, development contributions and fees calculations and formulae are transparent to the community.
- Elected Member holds MONTHLY seminars/workshops/meetings with the wider community enabling:
 - Allow inclusion of the very people who voted

- A time and space for the public to become familiar with community changes at the inception stage and opportunity to influence changes to plans once initiated.
- Build better community relationships and trust between the community and elected members.
- Elected Members, through the Mayor, will set Key Performance Indicators (KPI's) with the Chief Executive and hold the Chief Executive personally accountable for their achievement.
- Elected Members will consider the CPI as a benchmark for the establishment of rates, development contributions and fees.

1.0 Parties and tenure

1.1 **Parties to the agreement** The parties to this Declaration (the Declaration) are **the People of [Region Name]** (“the People”) and **[Elected Member’s full name]** (“the Elected Member”).

1.2 **Title of position** The Elected Member is appointed to the Board of **[name of the Organisation]** (“the entity”).

1.3 **Complete agreement** This Declaration, including its Schedules, is the complete declaration between the parties, and supersedes all previous communications, whether written or oral.

2.0 The role and duties of the Board

2.1 **The People as the Stakeholder** Pursuant to the Local Government Act, the People vote the Elected Member of **[name of Organisation]** on the terms and conditions set out in this Declaration.

2.2 **Good relationship** The People will treat the Elected member fairly and properly in all aspects.

3.0 The role and duties of the Mayor & Elected Member

3.1 **Functions of the Elected Member**

- law-making (bylaws) and overseeing compliance to the relevant Acts of Parliament (eg, the local Government Act 2002),
- developing and approving Council policy,
- determining the expenditure and funding requirements of Council through the 10-Year Plan and Annual Plan processes,
- monitoring the performance of Council against its stated objectives and policies (particularly through the Annual Report),
- representing the interests of Hamilton (upon election, all members must make a declaration that they will perform their duties faithfully and impartially and according to their best skill and judgement in the best interests of the city),
- employing the Chief Executive (under Local Government Act 2002, the local authority employs the Chief Executive who, in turn, employs all other staff on its behalf)

3.2 **Functions of the Mayor**

The Mayor is elected by the city as a whole and, as one of the elected members, shares the same responsibilities as other members of Council. In addition, the Mayor:

- is the presiding member at full Council meetings
- is responsible for ensuring the orderly conduct of business during meetings, as determined in Council's Standing Orders
- advocates on behalf of the community. This role may involve promoting the community and representing its interests at regional,

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- national and international gatherings
 - is the ceremonial head of Council
 - provides leadership and feedback to other elected members about teamwork and chairing committees
 - keeps the council fully informed of the activities of the Office of the Mayor
 - carries out civic and ceremonial responsibilities associated with the position of Mayor
 - represents the Council at Local Government New Zealand activities

Authorities

- Acts as a Justice of the Peace
 - Requisition a meeting of Council
 - Declare a Civil Defence emergency
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3.3	<i>Location of performance</i>	The Elected Member will perform the functions and duties under this Declaration at the entity's head office and elsewhere as required.
3.4	<i>Promote statutory obligations</i>	The Mayor & Elected Member must promote compliance with all statutory obligations imposed on the entity.
3.5	<i>Standards of Integrity and Conduct</i>	The Mayor and Elected Member will comply with the Standards of Integrity and Conduct for the State Services, and any other standards that may apply to/in the entity.
4.0	Term of agreement	
4.1	<i>Term of Agreement</i>	The Agreement shall be for a term of ONE year commencing on [start date], extendable, subject to meeting Community negotiated agreed objectives by 1+1 years (Maximum 3 years), unless earlier terminated pursuant to other provisions of this Declaration.
4.2	<i>Reason for fixed term</i>	The reason for the appointment ending on the expiry date is in accordance with the Local Government Act
4.3	<i>No expectation of reappointment</i>	The Mayor and Elected member acknowledges the fixed term nature of this Declaration and that nothing in this Declaration shall be construed to create an expectation of reappointment.
5.0	Remuneration	
5.1	<i>Contract</i>	The Mayor shall throughout the three year term remunerate the Elected Members in accordance with the provisions of Remuneration Authority as set out in the set out in the Local Government

Members (2020/21) Determination 2020 (the principal determination).

5.2 Expenses

Elected Members are entitled to allowances as set out in the Local Government Act 2002.

6.0 Leave

6.1 Leave Entitlement

the leave of absence without pay can be granted for a period of up to six months (maximum) by formal resolution of the council.

7.0 Performance reviews

7.1 Accountability to the Community

All Elected Members are accountable to the Community for achieving the performance criteria detailed in the document.

8.0 Outside interests

8.1 Disclosure of interests

The Elected Members must disclose to the Community in writing all interests of the Elected Member and of [his/her] immediate family and de facto relationships that may conflict with the interests of the entity, or interfere with the entities ability to carry out the functions and duties in the best interests of the entity.

8.1.1

The Elected Member will make [his/her] first declaration of interests on signing this Agreement, and thereafter at the request of the Board or as new interests arise.

8.2 Conflicts of interest

The Elected Member will take such steps as the Board may reasonably require to resolve or manage any conflicts of interest.

8.3 Other activities or employment

Except with the Board's prior written approval, the Elected Member will not engage in any activity or employment, paid or unpaid, that conflicts with or is likely to conflict with the proper performance of the entity.

8.3.1

If the Board forms the opinion that any activity engaged in or about to be engaged in by the Elected Member impinges upon, or is reasonably likely to impinge upon, the proper performance of the entity, the Board may after considering any comments from the Elected Member, direct the Elected Member to cease or refrain from such activity and the Elected Member shall act accordingly.

9.0 Information relating to the operations of the entity

9.1 ***Work produced is property of the entity*** All work produced by the entity is the property of the entity.

9.1.1 The entity is entitled to any copyright or merchandising rights in or arising from such work.

9.2 ***Disclosure of information*** Except as necessary for the proper performance of [his/her] functions and duties or as may be required by law, the Elected Member will not, either during the term of this Agreement or afterwards:

- a disclose any official information relating to the operations of the entity or the Board; or
- b use or attempt to use any information relating to the operations of the entity or the Board for the Chief Executive's personal benefit, or the benefit of any other person or organisation.

This requirement does not apply to information that has entered the public domain, *provided that* the information did not enter the public domain due to a breach by an Elected member or Staff.

9.3 ***Retention of information by the entity*** Upon the termination the THREE year period, or resignation, the Elected Member will ensure that all information relating to the operations of the entity or the Board, and any other property of the entity that may be in their possession or control at that time, remains within the entity or otherwise as the Board directs.

10.0 Expiry of Agreement

10.1 ***Reappointment*** The reappointment of the Elected Member at the end of the THREE Year period is a matter between the Community and the results of the Election Process.

10.1.1 The Elected Member acknowledges that nothing in this Agreement gives [him/her] an expectation of or entitlement to reappointment.

11.0 Termination of contract

11.1 Termination by Elected Member	Elected Member may terminate this Agreement at any time by giving not less than three months' written notice to the Board.
11.2 Removal from office on the basis of misconduct	The Board may, in the event of serious misconduct by the Elected Member and after considering the Board Legal Advisor remove the Elected Member from the entity by giving such notice (if any) to the Elected member as the Board considers appropriate.
11.2.1	<p>For the purposes of this clause "serious misconduct" shall include, but is not limited to:</p> <ul style="list-style-type: none"> a any material breach of this Disclosure; b the commission of any offence involving dishonesty or any offence for which the offender may be proceeded against by way of indictment; c any situation where the Elected Member commits any act of bankruptcy, becomes insolvent, or compounds with or attempts to compound with any creditors of the entity; or d any situation where the Elected Member behaves in a manner likely to bring the Board or the entity into disrepute.
11.3 Termination on medical grounds	If the Elected Member becomes incapable of properly performing [his/her] functions or duties as a result of mental or physical impairment or illness, the Board may terminate this Agreement on medical grounds by giving at least three months' notice (or pay in lieu of notice) to the Elected Member.
11.3.1	Before terminating this Agreement under Clause 11.3, the Board shall require the Elected member to undergo a medical examination by a registered medical practitioner nominated by the Board or, if the Elected Member prefers, two medical practitioners, one nominated by the Board and the other by the Elected Member, and shall take into account any reports or recommendations made available to it as a result of that examination and any other relevant medical reports or recommendations that it might receive, or which may be tendered to it by or on behalf of the Elected Member.
11.4 Termination for poor performance	If the Community is dissatisfied with any aspect of the Elected Member's performance, the Board will discuss their concerns with the Elected Member and in such case the Elected Member will be given such period as the Board considers reasonable in the circumstances to rectify the inadequacies to the satisfaction of the Board.
11.4.1	If the Board reasonably concludes, after the period referred to in Clause 11.4, that the Elected Member's performance has not improved to the satisfaction of the Board, the Board may terminate

this Disclosure by giving three months' written notice of termination or, at the Board's discretion, three months' pay in lieu of notice.

11.5 Termination due to restructuring or abolition of entity

If at any time during the term of this Agreement the Government considers on reasonable grounds that the functions and duties of the Board will change significantly, or the Elected Members position ceases to exist, the Government may:

- a negotiate with the Elected Member a variation to this Disclosure to reflect the changed nature of the position; or
 - b terminate this Disclosure on three (3) months' notice. In such event the Government shall, in addition to the three (3) months' notice, pay the Elected Member a lump sum payment equivalent to three (3) months of the Elected Members remuneration.
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11.8 Full settlement of claim

The Elected member acknowledges that payment made in relation to a termination due to restructuring shall constitute full settlement of any claim the Elected Member has or may have against the Board for remuneration, allowances, compensation, special or general damages, interest or legal costs or disbursements or otherwise whether under any statute, at common law, in equity or otherwise and arising out of or in connection with the termination of this Agreement.

12.0 Suspension of agreement

12.1 Suspension of agreement

If the Board forms the opinion that grounds may exist that would entitle the Board to remove the Chief Executive from office, the Board, by written notice to the Chief Executive, may suspend the Chief Executive from duty under this Agreement on full remuneration for such period and upon such other conditions as the Board thinks fit.

12.2 Effect of suspension

Where the Board suspends the Elected Member from duty, this Agreement will continue to apply and bind the Elected Member as if the Elected Member had not been suspended.

12.3 Suspension is not termination

This Agreement will not terminate by reason only of the Board suspending the Elected Member from duty.

13.0 General provisions

13.1 Notice

Any notice to be given under this Agreement by either party may be served either personally or by prepaid post addressed to the other party.

13.2 **Confidentiality of this Agreement** The terms of this Agreement and its Schedules are not confidential.

13.4 **Severability** If any part or parts of this Agreement is/are determined to be illegal, null or void by any court or administrative body of competent jurisdiction, that determination will not affect the remaining parts of this Agreement. The Agreement will remain in full force and effect as if those part or parts had not been included in this Agreement, provided that the principal obligations of the parties are maintained.

13.5 **Variation** The parties may vary this Agreement to comply with any relevant legislative requirement. No such variation will be effective or binding on either party unless it is in writing and signed by both parties.

13.6 **New Zealand law** This Agreement will be construed and take effect in accordance with the laws of New Zealand.

13.7 **Independent legal advice** The Elected Member acknowledges that [he/she] has been advised by the Board that [he/she] was entitled to seek independent legal advice about this Agreement and has been given a reasonable opportunity to do so.

SIGNED by _____)
[ELECTED MEMBER FULL NAME])

in the presence of: _____)

.....
Witness

Address:

.....

Occupation: