

Relationship Agreement

between

Te Uri o Hau Settlement Trust

and

Auckland Council

September 2016



TE URI O HAU

1. Te Uri o Hau is one of many hapū of te iwi o Ngāti Whātua. Haumoewaarangi is the recognised eponymous ancestor of Ngāti Whātua. The various whānau, marae and hapū versed within Ngāti Whātua traditional oratory ensure that the extended family relationship is sustained for the benefit of past and future generations. From the 14 marae within Te Uri o Hau area of interest, the four ancestral marae: Otamatea, Waikaretu, Oruawharo and Waihaua-Arapaoa, are the eminent Te Uri o Hau whakapapa linkages of Ngāti Whātua.
2. The recognised Te Uri o Hau area of interest is located in the Northern Kaipara region from the west to east coast, including Mangawhai Heads and Te Arai Point with its northern boundary at Dargaville, Pikawahine and Ruarangi then south to Brynderwyn including the Upper Kaipara Harbour, Pouto and Wellsford.
3. Te Uri o Hau Settlement Trust (“**Settlement Trust**”) is the post-settlement governance entity for Te Uri o Hau established under the Te Uri o Hau Claims Settlement Act 2002. Its purpose is to advocate for and promote the socio-economic, environmental and cultural interests of Te Uri o Hau registered beneficiaries.
4. The Settlement Trust consists of eight members who are individually elected by Te Uri o Hau beneficiaries from each ancestral marae. All Te Uri o Hau beneficiaries affiliate to one of the four ancestral marae.
5. The Settlement Trust’s vision and mission is:

Vision

“Te Uri o Hau having self-reliance within the rohe and parity with New Zealand for the next generation – 25 years”

Mission

“Te Uri o Hau hapū / whānau having a strong presence and self-determination through tikanga, commercial activity, people development and environmental leadership within the rohe”

6. The Settlement Trust nurtures an organisation culture that promotes the establishment of proactive and inclusive relationships with key external parties. The Settlement Trust is encouraged by Auckland Council’s willingness and openness to engage with Te Uri o Hau in this agreement. This agreement will greatly assist Te Uri o Hau in the realisation of its vision.

AUCKLAND COUNCIL

7. Auckland Council (“**Council**”) is a territorial and regional authority established under section 6 of the Local Government (Auckland Council) Act 2009.

8. Council has two complementary decision-making parts, the governing body and local boards. The governing body and the local boards are autonomous and make decisions as Council within their respective areas of responsibility.
9. The governing body consists of the mayor and 20 governing body members. The governing body focuses on the big picture and on region-wide strategic decisions. Each of the 21 local boards has between five and nine members. Local boards represent the communities in their area and make decisions on local issues, activities and facilities.
10. Council's purpose is to enable democratic local decision-making and action by, and on behalf of, communities; and to meet the current and future needs of communities for good-quality infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses.
11. The Rodney Local Board represents the local communities of the Rodney area, being 46% of the region in Tāmaki Makaurau, and shares a geographical area of mutual interest with Te Uri o Hau.
12. The Rodney Local Board wishes to also acknowledge the enduring relationship of Te Uri o Hau within the Rodney area and in particular the legacy relationship held with the former district council.
13. The Council has committed to achieving better outcomes for Māori that contribute significantly to lifting Māori economic, social and cultural well-being, strengthen Council's effectiveness for Māori, and optimise post-Treaty settlement opportunities for the benefit of Māori and the wider public of Auckland. One outcome identified through the Auckland Plan is "*A Māori identity that is Auckland's point of difference in the world.*"
14. These commitments are reflected in, for example, the following Council documents:
 - (a) the Māori Responsiveness Framework;
 - (b) the Auckland Plan;
 - (c) the Proposed Auckland Unitary Plan;
 - (d) the Long Term Plan; and
 - (e) Local Board Plans including Rodney Local Board Plan.
15. The Council also has an important relationship with the Independent Māori Statutory Board which was established through the Local Government (Auckland Council) Act 2009.
16. Within that broader context this Agreement focuses on the individual relationship between Te Uri o Hau and Auckland Council.

PURPOSE

17. The purpose of this Agreement is to provide a mechanism for the parties to:
- (a) acknowledge the mana of Te Uri o Hau and the role of the Council in Tāmaki Makaurau;
 - (b) continue developing an enhanced positive and enduring working relationship;
 - (c) record shared aspirations and shared working principles; and
 - (d) make specific commitments in terms of how they will work together.

ASPIRATIONS

18. The parties both desire to work together in a manner akin to partnership that acknowledges and respects:
- (a) the mana whenua of Te Uri o Hau in Tāmaki Makaurau;
 - (b) the relationship of Te Uri o Hau and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga within the Rodney ward;
 - (c) the desire of Te Uri o Hau to advance the cultural, social and economic wellbeing of their people;
 - (d) the principles of Te Tiriti o Waitangi/Treaty of Waitangi and the importance of the parties working together in accordance with those principles in a manner consistent with relevant legislation;
 - (e) the significance of the Te Uri o Hau treaty settlement in relation to historical claims and the potential opportunities post-settlement that may be beneficial for both parties;
 - (f) the rights and interests of all mana whenua and Māori in Tāmaki Makaurau;
 - (g) the statutory purpose, functions and structure of Auckland Council;
 - (h) the goals of the Auckland Council's Māori Responsiveness Framework, being to provide for effective Māori participation in democracy; to provide for an empowered Council organisation; and to provide for strong Māori communities;
 - (i) the drivers of the Auckland Council's Māori Responsiveness Framework, being to enable Te Tiriti o Waitangi/Treaty of Waitangi outcomes; to enable Māori outcomes; to fulfil statutory Māori obligations; and to value Te Ao Māori;
 - (j) the role of Council as a steward, and the need for cultural, social, economic and environmental sustainability of Tāmaki Makaurau; and

- (k) the interests of all communities, ratepayers, customers, citizens and visitors in Tāmaki Makaurau.
- 19. Te Uri o Hau wishes to work more closely with the Council so as to afford Te Uri o Hau more opportunity to contribute to and influence Council decision-making and operational service delivery, and also provide opportunities for Te Uri o Hau to improve or expand its own delivery of services to its beneficiaries.
- 20. The Council wishes to work more closely with Te Uri o Hau for those reasons and to explore and develop the opportunities that a closer relationship between the parties will bring.
- 21. The Rodney Local Board wishes to work more closely with Te Uri o Hau to better enable local aspirations and value Te Uri o Hau's identity within the Rodney area.

SHARED PRINCIPLES

- 22. The parties commit to the following shared principles and to working together in a manner that reflects:
 - (a) a partnership approach based on respect, good faith, integrity, transparency and open and effective communication;
 - (b) a cooperative, supportive, positive and proactive approach;
 - (c) respect for the roles and responsibilities of both parties;
 - (d) a focus on the parties assisting each other to achieve the shared aspirations outlined in this Agreement;
 - (e) early engagement and the provision of quality information; and
 - (f) a constructive and timely approach to communicating any issues that may arise in the relationship and an open-minded approach to addressing those issues.

PROJECTS AND ARRANGEMENTS

- 23. The parties agree to work together on current and future projects or arrangements as included in **Appendix Three** to this Agreement.

ENGAGEMENT AND MEETINGS

- 24. Te Uri o Hau representatives, the Mayor and Councillors will meet as mutually agreed but within a 6 month period.
- 25. Te Uri o Hau representatives, the Rodney Local Board Chair, members and Ward Councillor will meet on a 6 monthly basis.
- 26. There will be provision for additional meetings to be held at the request of either party.

REVIEW AND AMENDMENT OF AGREEMENT

27. The parties will meet to discuss the state of the relationship and the implementation of this Agreement at least once each year.
28. The parties will meet to formally review this Agreement at least once every three years.
29. Either party may request an earlier review of this Agreement.
30. Any amendment to this Agreement must be agreed by the parties and recorded in writing.

ROLES AND RESPONSIBILITIES PRESERVED

31. The parties acknowledge that nothing in this Agreement restricts fetters or derogates from the rights or responsibilities of Te Uri o Hau under the Local Government Act 2002, Resource Management Act 1991 or any other statute or regulation. If anything in this Agreement is inconsistent with any of those rights or responsibilities, then those rights or responsibilities prevail and this Agreement shall be construed and interpreted accordingly.
32. The parties acknowledge that nothing in this Agreement restricts, fetters or derogates from the statutory functions, duties and obligations imposed on the Council by the Local Government Act 2002, Resource Management Act 1991, or any other statute or regulation. If anything in this Agreement is inconsistent with any of the Council's functions, duties, or obligations pursuant to statute or at law generally, then the functions, duties, and obligations of the Council pursuant to statute or at law generally prevail and this Agreement shall be construed and interpreted accordingly.

ADMINISTRATIVE PROVISIONS

33. Further provisions relating to the administration of this Agreement are included in **Appendix One**.

EXECUTED on behalf of TE URI O HAU

by

CHAIR

EXECUTED on behalf of AUCKLAND COUNCIL

by

MAYOR

EXECUTED on behalf of AUCKLAND COUNCIL

by

RODNEY WARD COUNCILLOR

EXECUTED on behalf of RODNEY LOCAL BOARD

by

CHAIR

DRAFT

APPENDIX ONE
ADMINISTRATIVE PROVISIONS

KEY CONTACT PERSONS & COMMUNICATION

1. The key contact persons for each party at the time of the signing of this Agreement are:
 - (a) Deborah Harding, Chief Executive, Te Uri o Hau Settlement Trust and
 - (b) Phil Wilson, Governance Director, Auckland Council
 - (c) Leslie Jenkins, Rodney Local Board Relationship Manager
2. All formal notices must be sent to the addresses set out above.

Protection of sensitive information

3. The parties acknowledge that some information shared between them will be confidential, but that under the Local Government Official Information and Meetings Act 1987 the Council may be required to provide requested information.
4. Where a party receives, or has received, whether before or after the commencement date, confidential information from the other party the recipient must, except as required by law:
 - (a) keep the confidential information confidential;
 - (b) not use, disclose or reproduce the confidential information for any purpose other than the purpose for which it was provided by the disclosing party;
 - (c) not, without the disclosing party's prior written consent, disclose the confidential information to any person other than the recipient's employees, subcontractors, agents, officers and representatives who need the information for the purpose for which it was provided by the disclosing party; and
 - (d) establish and maintain effective security measures to safeguard the confidential information from unauthorised access, use, copying or disclosure.

Issue Resolution

5. Within one month after the commencement date of this Agreement, the parties will agree one person to act as a mediator in the case of any issues between the parties under this Agreement. That person may be replaced from time to time by agreement between the parties.
6. The parties will endeavour to act in good faith to address any issues arising in respect of rights or obligations specified in this Agreement at the immediate time such issues arise.

7. Where an issue cannot be resolved between the parties after 10 working days the issue will be escalated to:
 - (a) in the case of Te Uri o Hau the Chair of the Settlement Trust and
 - (b) in the case of the Council, the Mayor and/ or the Local Board Chair
8. Where an issue is still not resolved after one month of having been escalated under clause 7, the issue shall be referred to the mediator agreed under clause 5, who will work with the parties to resolve the dispute.
9. To assist in the ongoing development of a transparent and accountable relationship, Council and the Settlement Trust will inform each other of any situation or development which may jeopardise or comprise each party's commitment to this Agreement and their overall relationship with each other.

Management of interests

10. Council and Te Uri o Hau representatives will actively manage any interest that may arise, be they perceived or actual conflicts.

RESOURCING

Capacity Funding

11. Council recognises that it has a responsibility to enable Te Uri o Hau to participate and contribute to council decision-making processes. Council will negotiate a capacity funding agreement with the Settlement Trust to enable Te Uri o Hau's contribution.

Master Service Agreement

12. Council will require the assistance and information from Te Uri o Hau through a range of policy, planning and service initiatives. Council will negotiate a master service agreement with the Settlement Trust that will enable departments to seek technical, cultural and professional advice from Te Uri o Hau.
13. Council will encourage Council Controlled Organisations to develop similar instruments to enable more effective engagement with Te Uri o Hau.

APPENDIX TWO

EXISTING PROJECTS OR ARRANGEMENTS

[e.g. attach statutory obligations, co-management agreements, other agreements and instruments, iwi/hapu projects of interest to council, engagement protocols for iwi/hapu, local boards and governing body, local board projects of interest to mana whenua, regional projects of interest to mana whenua, resource consent protocols.]

- Te Uri o Hau Claims Settlement Act 2002 Statutory Acknowledgements
- Te Uri o Hau Capacity Funding Agreement
- Te Uri o Hau Master Service Agreement
- Te Uri o Hau Kaitiakitanga o te Taiao – Environmental Management Plan

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TE URI O HAU CLAIMS SETTLEMENT ACT 2002 STATUTORY ACKNOWLEDGEMENTS

14. Treaty Settlement legislation requires local authorities to attach information recording statutory acknowledgements to all regional policy statements, regional coastal plans, other regional plans, district plans, and proposed plans. The purpose of statutory acknowledgements is articulated in each Claim Settlement Act. In general, this includes:

- a requirement that consent authorities forward to the post-settlement governance entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on statutory areas and providing for the post-settlement governance entity to waive its rights to be notified
- a requirement that consent authorities must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion in accordance with s. 95E of the RMA as to whether the post-settlement governance entity is an entity that may be adversely affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on the statutory area
- enabling the post-settlement governance entity and any member to cite statutory acknowledgements as evidence of the association that the entity has with the statutory areas in submissions to, and in proceedings before a consent authority concerning activities within, adjacent to or impacting directly on the statutory area. This is not binding as deemed fact but may be taken into account.

15. Statutory acknowledgements within Auckland are recorded in the Auckland Unitary Plan.

16. Statutory acknowledgements within Auckland under Te Uri o Hau Act Claims Settlement Act 2002

- ***Oruawharo River Stewardship Area***

The Oruawharo River was named after a rangatira, Ruawharo, who resided in the area around the river. The land adjoining the river, where the Te Uri o Hau marae “Rangimarie” is sited is also named Oruawharo.

Te Uri o Hau have long gathered kaimoana (seafood) from this river and continue to do so today, particularly from the oyster reserve located on the river.

It was on this river that the first settlement of Albertlanders from Manchester was established in the Kaipara area. This settlement not only provided Te Uri o Hau with a market for their goods, but also enabled Te Uri o Hau and the settlers to interact with each other and learn from each other.

As you travel from the mouth of the Oruawharo River, towards the east, you reach the Topuni River, meaning the Rainbow River. Sometimes a rainbow forms above the meeting point of the Oruawharo River and the Topuni River. This rainbow, which can be seen at night as well

as in the daylight, is vertical rather than a bow. When this rainbow is present, Te Uri o Hau believe that war is inevitable.

The mauri (life force) of the Oruawhoro River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with the Oruawhoro River.

- ***Kaipara Harbour Coastal Area***

The area to which this statutory acknowledgement applies (statutory area) is the area known as the Kaipara Harbour, as shown on SO Plan 70053.

Cultural, spiritual, historic, and traditional association of Te Uri o Hau with the statutory area

Te Uri o Hau has used the Kaipara Harbour for food and other resource gathering since long before 1840 and continue to do so today. Te Uri o Hau are kaitiaki (guardians) of the harbour and its resources.

There are many traditional land blocks surrounding the harbour that take their names from indigenous species that live within the Kaipara Harbour environs. There are natural features, which include sandbanks and reefs that have also been named after tupuna of Te Uri o Hau. Many whanau have also been given names that refer to these features. Indeed the very name given to the harbour, Kai meaning food and Para meaning king fern, is our acknowledgment of the sustenance obtained by our people in and around the harbour.

The Kaipara Harbour is a primary source of life and well-being for Te Uri o Hau. The harbour has provided kaimoana (seafood) as well as communication routes. This is obvious in the placement of nga marae tuturu (the ancestral marae) of Te Uri o Hau at the headlands and on the foreshores of the harbour. Te Uri o Hau believe that water is the very life force of our people, a basic and core element providing for our own existence.

The harbour is a flowing together of the waters of many rivers as elaborated in the whaikorero (oral history) of our tupuna (ancestors) and honoured by each generation thereafter. The harbour has always been of the utmost importance to Te Uri o Hau.

APPENDIX THREE
FURTHER PROJECTS OR ARRANGEMENTS

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APPENDIX FOUR

SPECIFIC LOCAL BOARD ARRANGEMENTS

[Insert any specific arrangements for local boards]

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