

Date: Wednesday 21 June 2017
Time: 4.00pm
Meeting Room: Kaipātiki Local Board Office
Venue: 90 Bentley Avenue
Glenfield

Kaipātiki Local Board

OPEN MINUTE ITEM ATTACHMENTS

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[Relationship Agreement]

between

[Iwi name]

and

Auckland Council

[Date]

[Iwi name Logo]



[KARAKIA/MIHI]

TEMPLATE

[IMAGERY]

[IWI NAME]

1. [Insert a description of the Iwi and its rohe].
2. [Insert a description of the Iwi's representative entity].
3. [Insert a description of the current status of Treaty settlements/negotiations for the Iwi].
4. [Insert other relevant background from an Iwi perspective].

AUCKLAND COUNCIL

5. Auckland Council ("**Council**") is a territorial and regional authority established under section 6 of the Local Government (Auckland Council) Act 2009.
6. 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.
7. 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.
8. 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 local infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses.
9. 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.*"
10. 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.

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11. The Council also has an important relationship with the Independent Māori Statutory Board which was established in the Local Government (Auckland Council) Act 2009.
12. Within that broader context, this Agreement focuses on the individual relationship between [lwi name] and Auckland Council.

PURPOSE

13. The purpose of this Agreement is to provide a mechanism for the parties to:
 - (a) acknowledge the mana of [lwi name] and the role of the Council in Tamaki Makaurau;
 - (b) develop and enhance a 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

14. The parties both desire to work together in a manner that acknowledges and respects:
 - (a) the mana of [lwi name] in Tāmaki Makaurau;
 - (b) the relationship of [lwi name] and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga in Tāmaki Makaurau;
 - (c) the desire of [lwi name] to enhance the cultural, social, economic, and environmental 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 [record the status of the Treaty settlement process for the lwi];
 - (f) the rights and interests of all mana whenua and Māori in Auckland;
 - (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;

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- (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.
15. [Iwi name] wishes to work more closely with the Council so as to enable [Iwi name] to have more opportunity to contribute to and influence Council decision-making and service delivery, and also provide opportunities for [Iwi name] to improve or expand its own delivery of services to its communities.
16. The Council wishes to work more closely with [Iwi name] for those reasons and to explore and develop the opportunities that a closer relationship between the parties will bring.
17. [Insert any other shared or individual aspirations].

SHARED PRINCIPLES

18. 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 co-operative, 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.

[SPECIFIC COMMITMENTS]

19. [Insert any specific commitment between the parties at this point]

PROJECTS AND ARRANGEMENTS

20. The parties are working together on the current or proposed projects and arrangements:
- (a) [Insert current projects and arrangements in **Appendix Two**].
21. The parties may agree to work together on future projects or arrangements and the parties may agree to include these projects or arrangements in **Appendix Three** to this Agreement.

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ENGAGEMENT AND MEETINGS

22. [example, Iwi representatives, the Mayor and Councillors will meet as mutually agreed but within a 6 month period. Iwi representatives, the Local Board Chairperson, members and Ward Councillor will meet a 6 monthly basis. There will be provision for additional meetings to be held at the request of either party.]

REVIEW AND AMENDMENT OF AGREEMENT

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

ROLES AND RESPONSIBILITIES PRESERVED

- 27 The parties acknowledge that nothing in this Agreement restricts, fetters or derogates from the rights or responsibilities of [Iwi name] 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.
- 28 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

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

EXECUTED on behalf of [Iwi name]

by

CHAIRPERSON

EXECUTED on behalf of AUCKLAND COUNCIL

by

MAYOR

EXECUTED on behalf of [to insert] Local Board

by

CHAIRPERSON

TEMPLATE

APPENDIX ONE**ADMINISTRATIVE PROVISIONS****KEY CONTACT PERSONS & COMMUNICATION**

1. The key contact persons, and contact details for each party at the time of the signing of this Agreement are:
 - a. [Insert for Iwi]; and
 - b. [Insert for Council].
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.

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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 the [Iwi name] the Chairperson of [Māori entity]; and
 - (b) in the case of the Council, the Governance Director.
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 [Iwi name] 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.

Managing Conflicts

10. Council and [Iwi name] representatives will actively manage any conflict of interest that may arise, be they perceived or actual conflicts.

[to discuss other administrative provisions including notice provisions]

Resourcing

Capacity Funding

11. Council recognises that it has a responsibility to enable (Iwi name) to participate and contribute to council decision-making processes. Council will negotiate a capacity funding agreement with the (Entity name) to enable (Iwi name) contribution.

Master Service Agreement

12. Council will require the assistance and information from (Iwi name) through a range of policy planning and service initiatives. Council will negotiate a mater service agreement with the Iwi Trust that will enable departments to seek technical, cultural and professional advice from (Iwi name).
13. Council will encourage Council Controlled Organisations to develop similar instruments to enable more effective engagement with (Iwi name).

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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.]

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APPENDIX THREE

FURTHER PROJECTS OR ARRANGEMENTS

[e.g. attach joint work programme, projects or arrangements agreed in the future at the time they are agreed]

TEMPLATE

APPENDIX FOUR

SPECIFIC LOCAL BOARD ARRANGEMENTS

[Insert any specific arrangements for local boards]

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