

Relationship Agreement

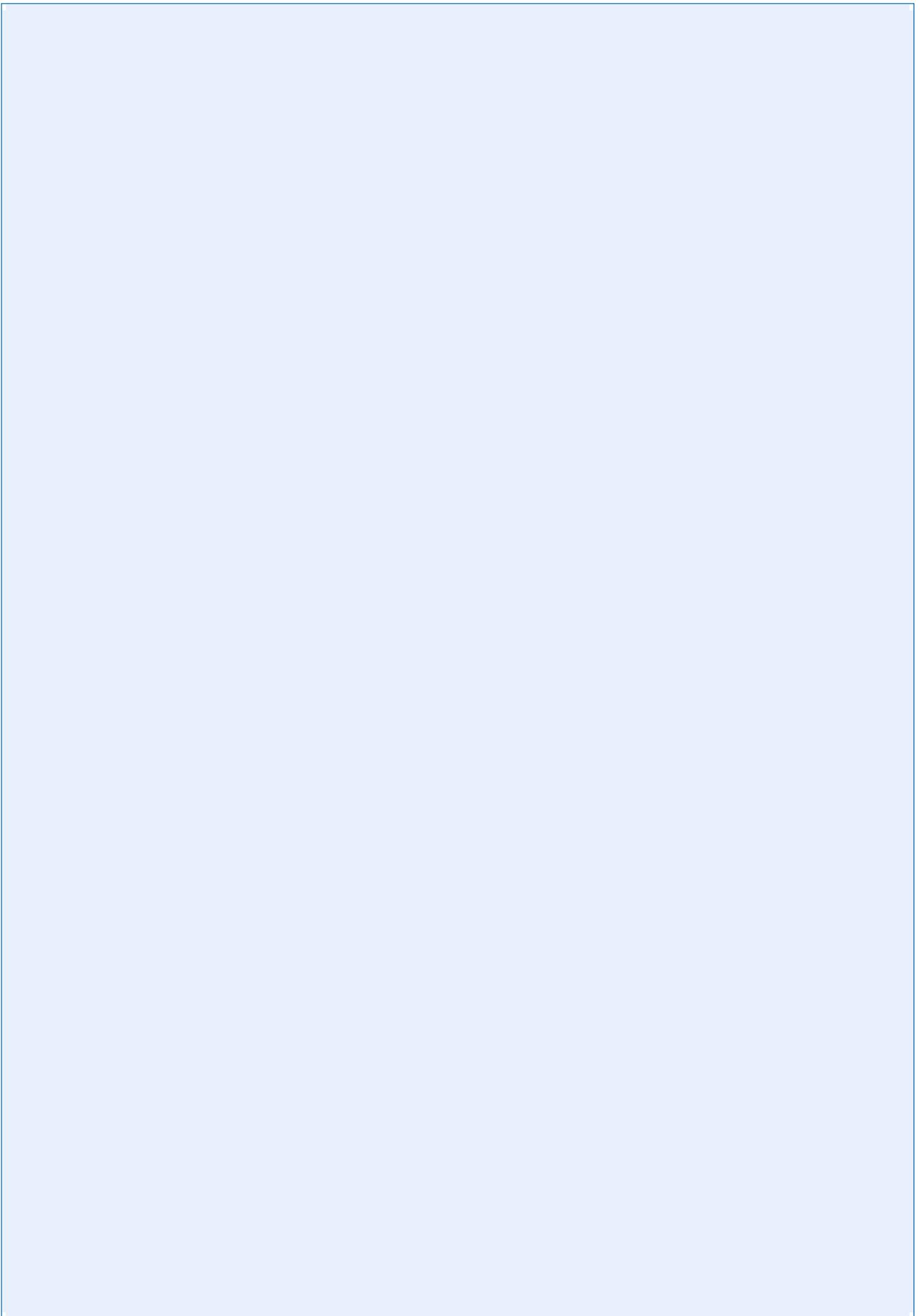
between

# Ngāti Whātua o Kaipara and Auckland Council



September 2018





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## He Whakatauākī

Ko te pae tawhiti, whāia kia tata

Ko te pae tata, whakamaua kia tina

“Seek out distant horizons, and cherish those you attain.”

## Ngāti Whātua o Kaipara

1. Ngāti Whātua o Kaipara are whanau and hāpu of the five (5) marae in South Kaipara.
2. In 2013, the Ngāti Whātua o Kaipara Claims Settlement Act was ratified. Ngā Maunga Whakahii o Kaipara Development Trust (NMWOK) is the post settlement governance entity (PSGE) under which the settlement assets are managed. Through its governance and operational entities, NMWOK delivers both social/cultural and commercial outcomes for its members whilst at the same time protecting and growing its assets for future generations.
3. The Group focuses on:
  - Tikanga:
    - o Living, advancing and spreading Ngāti Whātua o Kaipara tikanga, manaakitanga, whanaungatanga and kotahitanga
    - o Facilitating and supporting the growth and development of Ngāti Whātua o Kaipara whanau, hapu and the five Marae
  - Kaitiakitanga:
    - o Protection, governance and management of settlement assets
    - o Protecting and restoring environmental and historical assets for our future and future generations
  - Whanau Ora:
    - o Effecting healthy outcomes
    - o Supporting whanau to realise their full potential
    - o Expanding whanau well-being
  - Commercial Growth
    - o Increasing our commercial footprint
    - o Diversification
    - o Leveraging our assets for opportunities that provide ongoing and consistent returns

Whaia ko te iti kahurangi, ki te tuohu koe he maunga teitei

"Seek that which is most precious, if you should bow let it be to a lofty mountain."

## Auckland Council - Te Kaunihera o Tāmaki Makaurau

4. Auckland Council ("**Council**") is a territorial and regional authority established under section 6 of the Local Government (Auckland Council) Act 2009.
5. 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.
6. 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.

7. 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.
8. The Rodney Local Board represents the local communities of the Rodney area, which is 46% of Tamaki Makaurau and includes Kawau Island, Kumeu, Huapai, Helensville, Warkworth, Matakana and Wellsford and shares a geographical area of mutual interest with Ngāti Whātua o Kaipara. There are 9 elected members on the Rodney Local Board and these members are elected from four subdivisions namely Wellsford (1), Warkworth (3), Dairy Flat (1) and Kumeu (4).
9. The Rodney Local Board wishes to acknowledge the longstanding relationship of Ngāti Whātua o Kaipara with the Rodney area.
1. 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 thriving Māori identity is Auckland's point of difference in the world. – it advances prosperity for Māori and benefits all Aucklanders.*"
10. These commitments are reflected in, for example, the following Council documents:
  - a. the 'Māori Responsiveness Framework';
  - b. the Auckland Plan;
  - c. the Auckland Unitary Plan (operational in part);
  - d. the Long Term Plan; and
  - e. Local Board Plans, including the Rodney Local Board Plan
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 Ngāti Whātua o Kaipara and Auckland Council.

## **Purpose – Whāinga roa**

13. The purpose of this Agreement is to provide a mechanism for the parties to:
  - a. acknowledge the mana of Ngāti Whātua o Kaipara and the role of the Council
  - 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 – Ngā Wawata

- 14. The parties both desire to work together in a manner that acknowledges and respects:
  - a. the mana of Ngāti Whātua o Kaipara;
  - b. the relationship of Ngāti Whātua o Kaipara and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga;
  - c. the desire of Ngāti Whātua o Kaipara to enhance the cultural, social, economic, and environmental wellbeing of their people;
  - d. the Te Tiriti o Waitangi / Treaty of Waitangi and the importance of the parties working together in accordance with in a manner consistent with relevant legislation;
  - e. the significance of the Ngāti Whātua o Kaipara Deed of Settlement and the Ngāti Whātua o Kaipara Claims Settlement Act 2013;
  - f. the statutory purpose, functions and structure of Auckland Council;
  - g. the goals of the Auckland Council's Māori Responsiveness Framework, being to provide for effective Kaipara participation in democracy; to provide for an empowered Council organisation; and to provide for strong communities;
  - h. 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;
  - i. the role of Council as a steward, and the need for cultural, social, economic and environmental sustainability of the Kaipara area of interest;
  - j. the interests of all communities, ratepayers, customers, citizens and visitors in Tāmaki Makaurau.
- 15. Ngāti Whātua o Kaipara wishes to work more closely with the Council so as to enable Ngāti Whātua o Kaipara to have more opportunity to contribute to and influence Council decision-making and service delivery, and also provide opportunities for Ngāti Whātua o Kaipara to improve or expand its own delivery of services to its communities.
- 16. The Council wishes to work more closely with Ngāti Whātua o Kaipara for those reasons and to explore and develop the opportunities that a closer relationship between the parties will bring.

17. The Rodney Local Board wishes to work closely with Ngāti Whātua o Kaipara to better enable local aspirations and advocate for those values that are important to Ngāti Whātua o Kaipara and the Rodney Local Board.

## Shared principles – Ngā Mātāpono whai panga

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 all 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 – Ngā Kaupapa me ngā Whakahaerenga

19. The parties are working together on the current or proposed projects and arrangements listed in **Appendix Two**.
20. 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.

## Engagement and meetings – Ngā Hui

22. Ngāti Whātua o Kaipara representatives, the Mayor and Councillors will meet as mutually agreed on any significant matter that may arise.
23. Ngāti Whātua o Kaipara representatives, the Rodney Local Board Chairperson, members and Ward Councillor will meet face to face on a minimum annual basis.
24. There will be provision for additional meetings to be held at the request of either party.

## **Review and amendment of agreement – Mātakitia me Whakatikanga**

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

## **Roles and responsibilities preserved – Tiakina ngā Tūranga me ngā Mana whakahaere Taiao**

25. The parties acknowledge that nothing in this Agreement restricts, fetters or derogates from the rights or responsibilities of Ngāti Whātua o Kaipara 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.
26. 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 – Ngā Manawhakahaere o te Whakaaetanga nei**

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

# Signing Schedule – Rārangi haina

Executed on behalf of Ngāti Whātua o Kaipara

Executed on behalf of Auckland Council

by \_\_\_\_\_

by \_\_\_\_\_

CHAIRPERSON OF NGĀ MAUNGA WHAKAHII

MAYOR, Phil Goff

O KAIPARA DEVELOPMENT TRUST,

Dame Rangimarie Naida Glavish

Executed on behalf of Rodney Local Board

by \_\_\_\_\_

CHAIRPERSON, Beth Houlbrooke

Executed on behalf of Ngāti Whātua o Kaipara

Executed on behalf of Auckland Council

by \_\_\_\_\_

by \_\_\_\_\_

CHIEF EXECUTIVE OF NGĀ MAUNGA WHAKAHII

CHIEF EXECUTIVE, Steven Town

O KAIPARA DEVELOPMENT TRUST,

Brenda Christiansen

## Appendix One – Rārangi kotahi

### Administrative provisions – Ngā Manawhakahaere o te Whakaaetanga nei

#### Key contact persons and communication – Ngā Kaiwhakamōhio me whakawhiti kōrero

1. The key contact persons, and contact details for each party at the time of the signing of this Agreement are:
  - a. Chief Executive, Ngā Maunga Whakahii o Kaipara Development Trust;
  - b. Governance Director for Auckland Council; and
  - c. Relationship Manager for Rodney Local Board.
2. All formal notices must be sent to the addresses of the above.

#### Protection of sensitive information.-. Whakangungia ngā āhuatanga aro atu

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 – Whakataunga o ngā raruraru

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 the Ngāti Whātua o Kaipara the Chief Executive of Ngā Maunga Whakahii o Kaipara Development Trust; 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 Ngāti Whātua o Kaipara 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.
10. Either party may exist this Agreement on written notification to the other party advising the reason for existing the agreement.

### **Managing Conflicts.- Whakahaere ngā take taharua tangata**

11. Council and Ngāti Whātua o Kaipara representatives will actively manage any conflict of interest that may arise, be they perceived or actual conflicts.

## Appendix two – Rārangi e rua

### Existing projects or arrangements – Ngā whakahaerenga ora ana

[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.]

- **Ngāti Whātua o Kaipara Capacity Funding Agreement – Whakahaerenga pūtea hei tautoko a Ngāti Whātua o Kaipara**

1. Council and Ngāti Whātua o Kaipara through the Ngā Maunga Whakahii o Kaipara Development Trust has agreed to a Capacity Contract for capacity building activities.
2. Te Waka Anga Mua ki Uta of the Council manages the funding of capacity funding agreements to Ngāti Whātua o Kaipara

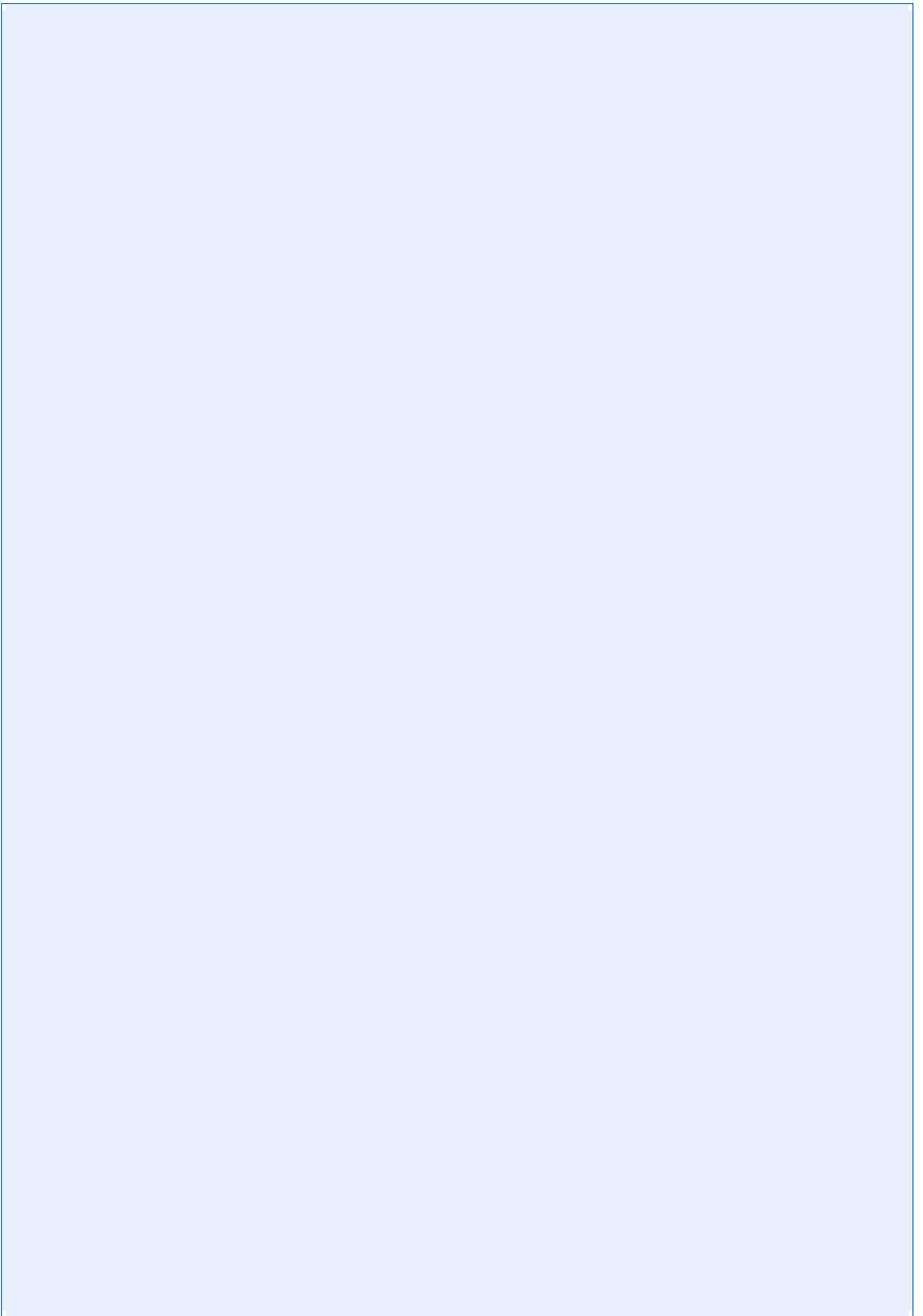
### **Ngāti Whātua o Kaipara Master Service Agreement – Whakahaerenga ngā mahi mo Ngāti Whātua o Kaipara**

3. Council will require the assistance and information from Ngāti Whātua o Kaipara through a range of policy planning and service initiatives. Council will negotiate a Master Service Agreement with the Ngā Maunga Whakahii o Kaipara Development Trust that will facilitate the administration of contracts from departments to seek technical, cultural and professional advice from Ngāti Whātua o Kaipara.
4. There is no budget associated directly with the Master Service Agreement. It is an umbrella agreement between Council and Ngāti Whātua o Kaipara which sets out the standard contractual obligations for any services sought by the Council from Ngāti Whātua o Kaipara. When services are required a scope of works is agreed between Ngāti Whātua o Kaipara and Council setting out details of the service, the costs and timeframes.
5. Council will encourage Council Controlled Organisations to develop similar instruments to enable more effective engagement with Ngāti Whātua o Kaipara.

## Appendix three – Rārangi e torū

### Further projects or arrangements – Ngā whakahaerenga ka tū mai nei

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



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