

13 APRIL 2017

Meeting Status: **Public**

Purpose of Report: For Decision

## **MEMORANDUM OF PARTNERSHIP WITH IWI**

### **PURPOSE OF REPORT**

- 1 This report presents for consideration the current Memorandum of Partnership between Council and the three District iwi (see Appendix 1 for the current version, signed 6 February 2015).

### **DELEGATION**

- 2 Council has the authority to consider this matter.

### **BACKGROUND**

- 3 Clause 36 of the Memorandum of Partnership requires it to be reviewed within the first six months after the commencement of a new triennium. Te Whakaminenga o Kāpiti has reviewed and adopted the document without changes. It is now presented to Council for consideration and adoption.

### **ISSUES AND OPTIONS**

#### Issues

### **CONSIDERATIONS**

- 4 The current document was signed on 6 February 2015 following the 2013-2016 triennial review.
- 5 The document has recently been under review by Te Whakaminenga o Kāpiti and no changes are proposed. The document was adopted from a partnership perspective at the last meeting of Te Whakaminenga o Kāpiti on 14 March 2017.
- 6 If adopted by Council arrangements will be made for a signing ceremony.

#### Policy considerations

- 7 There are no policy implications.

#### Legal considerations

- 8 There are no legal considerations.

## Financial considerations

9 There are no financial considerations.

## **SIGNIFICANCE AND ENGAGEMENT**

### Degree of significance

10 This report does not trigger the Council's significance policy.

### Publicity

11 The document, once adopted and signed, will be made available on the Council website.

## **RECOMMENDATIONS**

12 That Council adopt the Memorandum of Partnership between Te Rūnanga o Toa Rangatira inc, Āti Awa Ki Whakarongotai Charitable Trust, Ngā Hapū o Ōtaki and Kāpiti Coast District Council, attached as Appendix 1 to Report Corp-17-170.

<b>Report prepared by</b>	<b>Approved for submission</b>	<b>Approved for submission</b>
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Leyanne Belcher

Sarah Stevenson

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**Democracy Services  
Manager**

**Group Manager  
Strategy & Planning**

**Group Manager  
Corporate Services**

## **ATTACHMENTS**

Appendix 1 Proposed Memorandum of Partnership



# **MEMORANDUM OF PARTNERSHIP**

between

**TE RŪNANGA O TOA  
RANGATIRA INC**

**ĀTI AWA KI  
WHAKARONGOTAI  
CHARITABLE TRUST**

**NGĀ HAPŪ O ŌTAKI**

and

**KĀPITI COAST DISTRICT  
COUNCIL**

signed on

# MEMORANDUM OF PARTNERSHIP<sup>1</sup>

**BETWEEN THE KĀPITI COAST DISTRICT COUNCIL**

**AND ĀTI AWA KI WHAKARONGOTAI, NGĀTI RAUKAWA KI TE TONGA ME  
NGĀ HAPŪ O ŌTAKI ,NGĀTI TOA RANGATIRA, NGĀTI  
HAUMIA (being the tāngata whenua of the Kāpiti Coast  
District).**

## **PREAMBLE**

- 1 The Council and the tāngata whenua believe the Treaty of Waitangi to be a solemn compact between the Crown and the Māori people.
- 2 The Treaty signifies a partnership and its principles require the Treaty partners to act towards each other reasonably and with the utmost good faith.
- 3 The Council recognises Ngāti Toa Rangatira, Ngāti Haumia, Āti Awa ki Whakarongotai and Ngāti Raukawa ki Otaki, as well as their whānau/hapū, as the tāngata whenua of the District.
- 4 The Council and the tāngata whenua are committed to building their relationship in a spirit of friendship and co-operation.
- 5 The Council accepts the need to understand the historical perspective of the tāngata whenua and, similarly, the tāngata whenua will appreciate the perspective of the other Treaty partner. To achieve partnership both parties may need to make adjustments. Continuing consultation and education is seen as the best way to do this.

## **PARTIES TO THE MEMORANDUM**

- 6 The Kāpiti Coast District Council is represented by its elected Council.
- 7 The tāngata whenua of the District are at present represented by the iwi authorities listed at Appendix 1.
- 8 Each party, and where appropriate, its constituent hapū will decide how its representatives are elected.
- 9 Each partner to this agreement elects two delegates to represent them, and either may attend, providing that at least one delegate is present at a scheduled Te Whakaminenga o Kāpiti meeting. Should named delegates be unable to be present, an observer may attend who can report back to their constituent branches.

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<sup>1</sup> The Memorandum of Partnership was first signed in 1994, reviewed and re-signed in 2012, and reviewed again in 2014.

### **Tribal Authorities and Geographical Boundaries**

- 10 The Council recognises that Ngāti Toa Rangatira, Ngāti Haumia, Āti Awa ki Whakarongotai, and Ngati Raukawa ki Ōtaki each maintain their own mana within the Council's geographic boundaries.
- 11 The parties acknowledge that this Memorandum has application only to those hapū whose boundaries lie within the Council's district.

### **Status of the Tāngata whenua**

- 12 The Council recognises the special status of the tāngata whenua as separate and distinct from other interest groups. The Council recognises the need for active protection of tāngata whenua interests to be considered in its dealings with other parties.

### **GOAL**

- 13 To forge a relationship of mutual benefit between the Kāpiti Coast District Council and the tāngata whenua that will develop into an effective and meaningful partnership.

### **OBJECTIVES**

- 14 To develop consultation between the Council and the tāngata whenua on issues that impact on the social, environmental, economic and cultural interests and development of each partner.
- 15 To develop candid and open sharing of information between the Council and the tāngata whenua. Care needs to be taken when using such information and its sources should always be acknowledged.
- 16 To develop a mutual respect for confidences given so that confidential information can be shared. Both Council and tāngata whenua need to have due regard to the sensitive nature of that information.
- 17 To develop a mutual respect between the Council and the tāngata whenua at all times, particularly in public statements and even when disagreement is apparent.
- 18 To develop a mutual commitment to the progress of the Kāpiti Coast District with particular regard to the environment. The Council and the tāngata whenua will each play their part in a bicultural partnership.
- 19 To develop opportunities within the limitations of Council's powers and functions that enable the tāngata whenua, as a Treaty partner, to share in the decision-making of the district.
- 20 To develop an ongoing programme of information sharing and mutual education to promote greater understanding of cross cultural values and practices.

## **STATEMENT OF PRINCIPLES**

- 21 In developing the partnership with the tāngata whenua and in observing its functions and duties as prescribed in legislation, the Council will uphold the following principles:
- i) To actively promote the sustainable management of the District's natural and physical resources and those taonga of significance to the tāngata whenua, in a way that recognises the cultural and spiritual relationship of the tāngata whenua with the natural world.
  - ii) To develop an effective partnership with the tāngata whenua in the management of the district's natural and physical resources by the exercise of the utmost good faith, co-operation, flexibility and responsiveness in their dealings with each other.
  - iii) To promote active participation of the tāngata whenua in the preparation, implementation and review of resource management policies and plans.
  - iv) To have particular regard to the rights of the tāngata whenua in the management and development of resources by recognising and providing for kaitiakitanga.
  - v) To recognise the Rangatiratanga right of the tāngata whenua as guaranteed in Article II of the Treaty of Waitangi, to retain responsibility and control of the management and allocation of their resources.

## **CONSULTATION**

### **Policy/Tikanga**

- 22 The tāngata whenua of this District are independent tribes which each maintain their own mana and tikanga. For any issue requiring consultation the parties will agree whether the consultation should take place collectively or separately. Council will consult with iwi / hapū through their appropriately mandated representatives for any contractual arrangements.
- 23 Each party will determine how they will communicate with their hapū/constituents on Te Whakaminenga o Kāpiti matters.
- 24 When Council works on specific issues within a particular rohe, it will where appropriate work with iwi within those areas as listed at Appendix 1.

### **Community Board**

- 25 The parties note that Community Boards may be involved in consultation with tāngata whenua in their areas.

### **Mātā waka**

- 26 The Council and tāngata whenua acknowledge that there is the potential for mātā waka groups to emerge within the Kāpiti Coast.
- 27 Tāngata whenua may extend invitations to mātā waka to attend meetings with Te Whakaminenga o Kāpiti to discuss matters of concern to all Māori within the district. In extending this invitation, the following principles will apply;
- i) the mana of tāngata whenua in relation to kaitiakitanga remains;
  - ii) [any person representing a] mātā waka [group] must be able to demonstrate that their organisation has a clear formal structure, including processes of accountability;
  - iii) the mātā waka are focused on building positive partnerships, co-operation and support for the wider good of the community.

### **Principles of Consultation**

- 28 On issues requiring consultation Council will:
- i) provide sufficient information to the tāngata whenua so that they can make informed decisions;
  - ii) provide reasonable time for both the participation of the tāngata whenua and the consideration of the advice given;
  - iii) give genuine consideration of that advice, including a willingness to change if that is the result of the consultation.

### **Protection of Sensitive Information**

- 29 From time to time tāngata whenua may provide Council with sensitive and confidential information, e.g. concerning waahi tapu or other sites of significance, or aspects of tikanga Māori.
- (i) The Council will undertake to protect such information in its care and restrict access to it, including access to GIS information, subject to its obligations under the Local Government Information and Meetings Act 1987, Resource Management Act 1991 and the Local Government Act 2002”.
  - ii) The Council will give due respect and recognition to “silent files” or plans held by tāngata whenua.
  - iii) Tāngata whenua will undertake to protect any sensitive or confidential information that Council may give to them.

### **RESOURCING**

- 30 The Council and tāngata whenua recognise that in fulfilling its statutory duties, the Council will require assistance and information from the tāngata Whenua.

- 31 Where such assistance and information is required, the Council acknowledges that the tāngata whenua will need to be adequately resourced and where appropriate, for such resources to be provided for through contractual arrangements. The Council recognises the importance of providing for this in its annual estimates, including consideration of the capacity of tāngata whenua to engage effectively.
- 32 The Council and tāngata whenua acknowledge that resourcing may include not only financial support, but also the provision of particular advice, expertise, information and access to technical resources such as Geographic Information System (GIS) and Geographic Positioning Systems (GPS).

### **COUNCIL'S STATUTORY RESPONSIBILITIES**

- 33 The parties acknowledge that:
- i) the Council is bound by legislation which prescribes its powers and functions, and by common law principles relating to the exercise of its statutory powers and functions;
  - ii) the contents of this memorandum shall not require the Council to act otherwise than in accordance with its statutory powers and the common law principles affecting those powers;
  - iii) Te Whakaminenga o Kāpiti recognises the additional responsibilities of Council under the Local Government Act 2002 and the Resource Management Act 1991 as further opportunities to engage effectively.

### **ONGOING CONSULTATION**

- 34 To encourage sharing at a formal level, both the tāngata whenua and the Council are committed to meeting at least six times a year to discuss issues of mutual importance, indicate areas of concern and revise procedures as necessary.
- 35 There will be provision for additional meetings to be held at the request of either the tāngata whenua or the Council.

### **REVIEW OF MEMORANDUM**

- 36 This memorandum will be reviewed within the first six months of every triennium of the Council or at such time as may be requested by either of the parties. It may be amended or expanded by mutual agreement.

### **TERMS OF AGREEMENT**

- 37 It is the intention of the parties that this memorandum has a continuing life, subject to such amendments as may be agreed to under the review provisions made in the previous clause.



## GLOSSARY

Hapū	Sub-tribe, usually a number of whānau with a common ancestor
Iwi	Tribe and people
Kaitiakitanga	Exercise of guardianship, stewardship
Mana	Prestige, authority, control, power and influence
Mana whenua	Customary authority exercised by an iwi or hapū in an identified area
Mātā waka	Kinship group, tribe, clan, race
Rohe	Territory, boundary: defines area within which a tāngata whenua group claims traditional association and mana whenua
Tāngata whenua	Iwi or hapū which holds mana whenua over a particular area
Taonga	Term of deep spiritual meaning; treasures, sacred possessions which are prized and protected; not limited to things which can be seen or touched
Tikanga	Tradition, customary values and practices, including protocol, ceremony, values and beliefs
Whānau	An extended family including the nuclear family

The Common Seal of  
Āti Awa ki Whakarongotai Charitable Trust  
was affixed hereto in the  
presence of:

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The Common Seal of  
Te Rūnanga o Toa Rangatira Inc  
was affixed hereto in the  
presence of:

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[Ngāti Haumia]

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The Common Seal of  
Ngā Hapū o Ōtaki  
was affixed hereto in the  
presence of:

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The Common Seal of  
Kāpiti Coast District Council  
was affixed hereto in the  
presence of:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Chief Executive

\_\_\_\_\_

Councillor

## Appendix 1

List of iwi authorities recognised as party to the Memorandum of Partnership 2015

- Āti Awa is represented by Āti Awa ki Whakarongotai Charitable Trust
- Ngāti Raukawa ki te Otaki (Ngā Hapū o Ōtaki) is represented by Ngāti Pare, Ngāti Maiotaki, Ngāti Huia, Ngāti Koroki and Ngāti Kapumanawawhiti, the five (5) resident Raukawa hapū within the Kāpiti Coast District.
- Ngāti Toa Rangatira is represented by Te Rūnanga o Toa Rangatira Inc and by Ngāti Haumia.