



Manatu Whakaaetanga
Partnership agreement (“PA”)

Mō (between) Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio together
known as Poutini Ngāi Tahu and Westland District Council

Rā whakamana (date of agreement): 22 November 2018

Whakatauki:

Naku Te rourou nau Te rourou ka ora ai Te iwi

With your basket and my basket the people will live

This document has been prepared for Westland District Council and Te Rūnanga o
Ngāti Waewae and Te Rūnanga o Makaawhio together known as
Poutini Ngāi Tahu

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1. Te Kaupapa Matua (Purpose of this PA)

This agreement sets out the framework for an ongoing relationship between Westland District Council and Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio. The purpose of this agreement is to outline the partnership objectives, principles, expectations and deliverables of the partnership between Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio, and Council.

2. Te Tahuhu o te Waka Hourua (Partnership Background)

2.1 Ngā Rōpu (Parties):

Te Rūnanga o Ngāti Waewae

Is the mandated representative body of Ngāti Waewae. The Rūnanga is a non-profit incorporated society with charitable status. It administers the iwi estates and assets within its Takiwā.

The takiwā (boundaries) of Te Rūnanga o Ngāti Waewae is centred on Arahura and Hokitika and extends from the north bank of the Hokitika River to Kahurangi and inland to the Main Divide together with a shared interest with Te Rūnanga o Makaawhio in the area situated between the north bank of the Poerua River and the south bank of the Hokitika River.

Te Rūnanga o Makaawhio (TROM)

TROM is the entity representing Ngāti Māhaki ki Makaawhio, hapū (sub-tribe) of Ngāi Tahu based in the southern half of Te Tai o Poutini. It has legal identity both as an incorporated society (Est. 1988) and under the Te Rūnanga o Ngai Tahu Act 1996 as one of its 18 constituent Papatipu Rūnanga.

The boundaries (takiwā) of Te Rūnanga o Makaawhio is centred at Makaawhio and extends from the south bank of the Poerua River to (Poipoitahi) Piopiotahi and inland to the Main Divide together with a shared interest with Te Rūnanga o Ngāti Waewae in the area situated between the north bank of the Poerua River and the south bank of the Hokitika River.

Westland District Council

Westland District Council ("Council") is represented under this PA by the Mayor and Councilor's of Council. The purpose of Council is to enable democratic local decision-making and action by, and on behalf of, the Westland district community; and to meet the current and future needs of the Westland district community 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.

2.2 Te Rohe (Area covered by PA)

This PA relates to the geographical area defined as the Westland District as per Schedule A.

2.3 Te Hanga o Te Waka Hourua (Establishment of the partnership)

Ngāi Tahu has developed a unique organisational structure based on innovative legislation to ensure it can act and speak as a single entity. This structure known as Papatipu Rūnanga ensures the organisation can perform effectively and that the views of its members are heard and acted upon. Papatipu Rūnanga exist to uphold the mana of their people over the land, the sea and the natural resources. Each of 18 Papatipu Rūnanga appoints a tribal member to represent its interests at Te Rūnanga o Ngāi Tahu, the governing council overseeing the tribe's activities. Te Rūnanga o Ngāi Waewae and Te Rūnanga o Makaawhio are Papatipu Rūnanga of the Westland Rohe / Takiwā.

Collectively they are known as Poutini Ngāi Tahu.

Poutini Ngāi Tahu are Tāngata Whenua of Westland district, representing the first inhabitants of the lands here since several hundred years ago. As such Poutini Ngāi Tahu have a deep connection and commitment to the environment, economy, people and communities of the district. To this end Poutini Ngāi Tahu have been consistent in their desire, as Mana Whenua, to be more involved in the planning and decision making of Westland District Council and believe a stronger partnership could achieve this.

3. Te Pūnaha Waka Hourua (Partnership Model)

Council at their meeting on Thursday 26 July 2018 discussed inviting Kaiwhakarite (representatives) from Poutini Ngāi Tahu Papatipu Rūnanga to participate in Council Meetings and also as full members of the Finance, Audit and Risk Committee of Council as follows:

1. Council extends an invitation to the Kaiwhakahaere (Chairs) or nominated Kaiwhakarite of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio to attend and participate in council meetings and the business of Council, in acknowledgement of, and to further strengthen, Council's partnership with the Mana Whenua of Westland.
2. Council includes the Kaiwhakahaere (Chairs) or nominated Kaiwhakarite of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio as full members of the Finance, Audit and Risk Committee, and the Terms of Reference of that Committee be amended.

Council has statutory and legal obligations to improve communication, consultation and its relationship with Tangata Whenua and Māori, to take account of the principles of the Treaty of Waitangi, and to facilitate participation by Māori in council decision-making processes.

Council believes that participation of Poutini Ngāi Tahu Kaiwhakarite (representatives) as full members of the Finance, Audit and Risk Committee and to participate in Council Meetings will not only strengthen the Council's partnership relationship with Iwi, Hapū and Rūnanga residing in Westland District, but will also bring social and economic benefits to the community.

The agreed model provides for the following mechanisms to enable Poutini Ngāi Tahu Papatipu Rūnanga participation in council decision making:

- The Kaiwhakahaere (Chairs) of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio or nominated Kaiwhakarite (representatives) attend and participate in Council Meetings and the Business of Council.
- The appointment of Kaiwhakahaere (Chairs) of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio or nominated Kaiwhakarite (representatives) as full members of the Finance, Audit and Risk Committee of Council.

4. **Ngā Whāinga (Goals of the Partnership)**

The parties commit to the following goals for the partnership under this PA:

- to provide a framework for the parties to work together towards improving Westland;
- to provide mechanisms and resources that assist Poutini Ngāi Tahu Papatipu Rūnanga to participate in Council policy, planning, and other decision-making processes
- to facilitate the sharing of information to build a better understanding that enhances collaboration and strategic thinking about Westland's future
- identify strategic opportunities to work closely together for the betterment of Westland district; and
- build iwi capacity and capability to partner with local government

5. **Ngā Mātāpono me Ngā Uaratanga (Principles & Values of the Relationship)**

5.1 **Ngā Mātāpono (Partnership Principles)**

All parties agree to honour the following principles in the conduct of the relationship. We will work together in good faith to safeguard and promote the mutual interests of the parties in improving outcomes for the whānau of Poutini Ngāi Tahu, and people of Westland district generally;

- We act in ways that enhance the mana of all parties;
- we create and foster a high trust relationship and environment that allows the parties to work together while growing within their own tikanga (customs, obligations and conditions) and pursuing their own interests and priorities;
- we work towards solutions with rationality and honesty of purpose;
- we resolve any differences simply, effectively and in a manner that supports a long term, intergenerational partnership;
- we seek opportunities to share skills, knowledge & information;
- We acknowledge Council's interest in the development and promulgation of strategy, policy and legislation on behalf of Westland ratepayers and residents and in managing the allocation of public financial resources.

All parties also acknowledge the Council's guiding principles of good governance for elected members to Council:

- The Code of Conduct that follows is based on the following general principles of good governance: Public Interest - Members should serve only the interests of the District as a whole and should never improperly confer an advantage or disadvantage on any one person.
- Honesty and Integrity - Members should not place themselves in situations where their honesty and integrity may be questioned, should not behave improperly and should on all occasions avoid the appearance of such behaviour.
- Objectivity - Members should make decisions on merit including making appointments, awarding contracts, or recommending individuals for rewards or benefits. Elected members should also note that, once elected, their primary duty is to the interests of the entire District, not the ward that elected them.
- Accountability - Members should be accountable to the public for their actions and the manner in which they carry out their responsibilities, and should cooperate fully and honestly with the scrutiny appropriate to their particular office.
- Openness - Members should be as open as possible about their actions and those of the Council, and should be prepared to justify their actions.
- Personal Judgment - Members can and will take account of the views of others, but should reach their own conclusions on the issues before them, and act in accordance with those conclusions.
- Respect for others - Members should promote equality by not discriminating against any person and by treating people with respect, regardless of their race, age, religion, gender, sexual orientation, or disability. They should respect the impartiality and integrity of the Council staff.
- Duty to uphold the law - Members should uphold the law, and on all occasions, act in accordance with the trust the public places in them.

- Stewardship - Members must ensure that the Council uses resources prudently and for lawful purposes, and that the Council maintains sufficient resources to meet its statutory obligations.
- Leadership - Members should promote and support these proposals by example, and should always endeavor to act in the best interests of the community

5.2 Ngā Uaratanga o Poutini Ngāi Tahu (Poutini Ngāi Tahu Values)

All parties agree to honour the following values in the conduct of the relationship:

Whanaungatanga (Family)

We will respect, foster and maintain important relationships within the organisation, within the iwi and within the community.

Manaakitanga (Looking after our people)

We will pay respect to each other, to iwi members and to all others in accordance with our tikanga (customs).

Tohungatanga (Expertise)

We will pursue knowledge and ideas that will strengthen and grow Ngāi Tahu and our community.

Kaitiakitanga (Stewardship)

We will work actively to protect the people, environment, knowledge, culture, language and resources important to Ngāi Tahu for future generations.

Tikanga (Appropriate action)

We will strive to ensure that the tikanga of Ngāi Tahu is actioned and acknowledged in all of our outcomes.

Rangatiratanga (Leadership)

We will strive to maintain a high degree of personal integrity and ethical behaviour in all actions and decisions we undertake.

5.3 Ngā Kaunihera tūruapō (Council Vision)

All parties respect the following Council Vision in the conduct of the relationship:

We work with the people of Westland to grow and protect our communities, our economy and our unique natural environment.

6. Ngā Pito Mata (Agreed Expectations)

The following outlines the expectations of each party across aspects of the partnership.

6.1 Westland District Council agrees to:

- Provide non-confidential information to the Kaiwhakarite who act on behalf of Papatipu Rūnanga to assist the operations of Papatipu Rūnanga and to build the capability of Poutini Ngāi Tahu and Māori to participate in Council decision making
- Provide governance support and training to Kaiwhakarite appointed to Council and Council committees
- Consider joint submissions to central government with Papatipu Rūnanga when appropriate
- Work together with Papatipu Rūnanga on the formulation, design and execution of work to implement the Council's statutory responsibilities towards Māori
- Work together with Papatipu Rūnanga to increase the participation of Māori in Council processes and initiatives generally
- Promote opportunities for Māori within Council

6.2 Poutini Ngāi Tahu agree to:

- Develop views and provide input on Council policy, plans, strategy and operations that may impact on Poutini Ngāi Tahu and Māori, and the Westland community
- Actively keep Poutini Ngāi Tahu whanau engaged- across multiple channels including direct engagement with Poutini Ngāi Tahu stakeholders monthly, on partnership related progress and to inform Poutini Ngāi Tahu input into Council decision making
- Provide non-confidential information to Council to assist the mutual goals of each party
- Consider joint submissions to central government with Council when appropriate
- Work with Council on the formulation, design and execution of work to implement the Council's statutory responsibilities towards Poutini Ngāi Tahu
- Promote the participation of Māori in Council processes and initiatives generally
- Promote opportunities for Māori within Council.

7. Ngā Hua o Te Waka Hourua (Agreed Deliverables)

Nothing in this PA shall be understood to require Council to use Poutini Ngāi Tahu or to require Poutini Ngāi Tahu to provide any services to Council, except as may be set forth in any contractual agreement between the parties.

7.1 Ngā Hua o Te Kaunihera (Westland District Council agrees to):

- At its sole discretion, and subject to each nominee (i) in the Council's reasonable opinion having the necessary skills, attributes and knowledge and (ii) complying with any requirements of Council, including signing confidentiality undertakings, appoint The Kaiwhakahaere (Chairs) of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio or nominated Kaiwhakarite (representatives) as full members of the Finance, Audit and Risk Committee of Council.
- At its sole discretion, and subject to each Kaiwhakarite (nominee)
 - (i) in the Council's reasonable opinion having the necessary skills, attributes and knowledge and
 - (ii) Complying with any requirements of Council, including signing confidentiality undertakings, invite the Kaiwhakarite of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio to attend and participate in Council Meetings and the Business of Council.

7.2 Poutini Ngāi Tahu Papatipu Rūnanga agree to):

- Upon request by Council, and pursuant to Schedule C, recommend suitable Kaiwhakarite (representatives) from the members of Papatipu Rūnanga for appointment on to Council committees, working groups and other advisory groups and procure that each representative has given their consent to sit on any such committee. Should at any time and for any reason there is no person nominated by Papatipu Rūnanga appointed to any Committee; Papatipu Rūnanga will promptly nominate a suitably qualified person for that Committee.
- Upon request by Council, recommend suitable representatives from Poutini Ngāi Tahu Papatipu Rūnanga for appointment on to working groups and other advisory groups and procure that each representative has given their consent to sit on any such working group and other advisory group.

8. Ngā Whakaritenga (Terms of the PA)

8.1 Te Roa (Term of PA)

This PA commences upon signing by all parties.

This PA is considered significant by Council therefore this PA may only be terminated by the mutual agreement of the parties, after conducting the following processes:

- Poutini Ngāi Tahu Papatipu Rūnanga to consult with its members to endorse or reject disestablishment of the partnership
- Council to secure a majority resolution from Councilor's to disestablish the partnership subject to undertaking a Special Consultative Procedure.

8.2 Hunga Honohono (Lead Contacts)

To provide for consistent and effective communication between Poutini Ngāi Tahu Papatipu Rūnanga and Council, each Rūnanga will appoint a Kaiwhakarite (representative) to serve as its central point of contact on matters relating to this PA. For the purposes of the PA this will be the Kaiwhakahaere (Chairs) of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio.

8.3 Ngā Whakaturetanga (Statutory and Contractual Obligations)

The parties acknowledge that Westland District Council's relationship with and obligations to Poutini Ngāi Tahu Papatipu Rūnanga are subject always to the statutory responsibilities, functions and powers of the Council and that this PA will not require the Council to act in any way contrary to its obligations pursuant to Council or under its statutory responsibilities, or pursuant to any contractual obligations it has established with other parties. Also, nothing in this PA will preclude Poutini Ngāi Tahu Papatipu Rūnanga from furthering the interests of its members as it sees fit.

8.4 He Whanaungatanga Whanui (Non-exclusive Relationship)

The parties acknowledge that agreements under this PA do not create an exclusive relationship and each party may develop other appropriate relationships.

8.5 Te Mana Māngai (Representations)

The parties agree that they will not make any statement on the other's behalf to any third party without the express authorisation of the other party.

8.6 Kōrero Muna (Confidentiality)

The parties agree that unless otherwise required by law or by mutual agreement, all information shared in the partnership will be open to the public unless the information is of a sensitive nature and either party requests (in writing) it remains confidential.

The parties also acknowledge that information relating to or produced by the relationship may be required to be released under the Local Government Official Information and Meetings Act 1987. In the event that information is requested under this Act, all parties will cooperate to make the information available.

8.7 Panonitanga (Review and Variation of PA)

This PA records a commitment to a long-term ongoing relationship. The parties acknowledge that over time the nature and focus of the relationship will evolve to reflect changing circumstances. Therefore, the parties will meet solely for the purpose of reviewing this PA every three years and within 3 months of the start of a new Council triennium, or otherwise as mutually agreed.

The parties may at any time and by mutual agreement amend this agreement to reflect any changes to the goals of the relationship as they reflect changing circumstances, and any other changes all parties agree are necessary.

8.8 Whakatau Nawe (Dispute Resolution)

The parties will act at all times in good faith and with the goal of preserving their relationship. However, in the event of a dispute the parties agree to the following process:

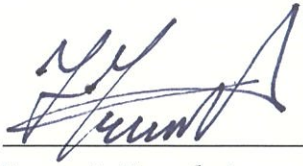
- a. in the first instance the agreed representatives of the parties will meet and attempt to resolve the dispute;
- b. If following "a." the dispute is not resolved the parties will engage in mediation through an agreed process.

Signatories


Date:



Bruce Smith
Mayor;
Westland District Council



Francois Tumahai
Kaiwhakahaere;
Te Rūnanga o Ngāti Waewae



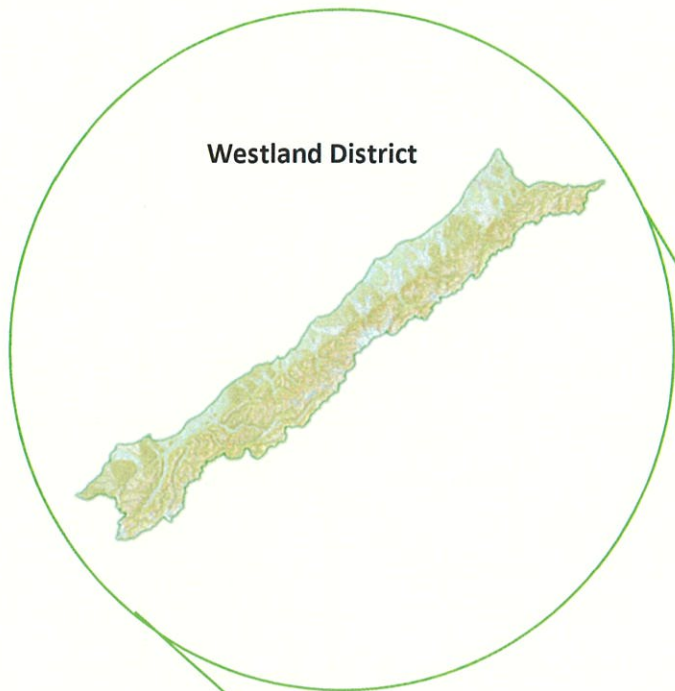
~~Tim Rochford~~
Kaiwhakahaere;
Te Rūnanga o Makaawhio

In the Presence of:



Simon Baston

SCHEDULE A: WESTLAND ROHE



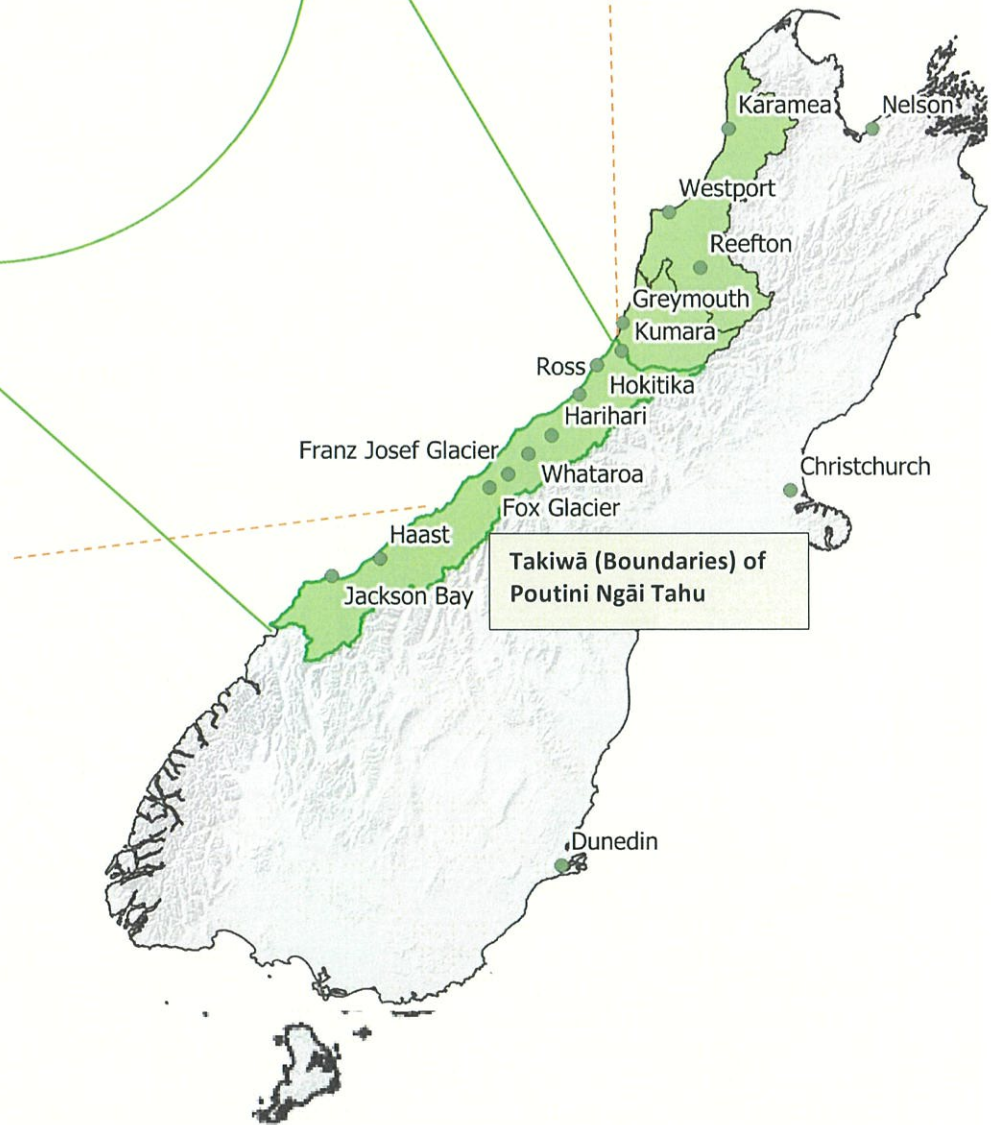
Westland District



Tūhuru
Te Rūnanga o Ngāti Waewae
Arahura



Kaipo
Te Rūnanga o Makaawhio
Bruce Bay



Takiwā (Boundaries) of
Poutini Ngāi Tahu

SCHEDULE B: COUNCIL COMMITTEE APPOINTMENTS

1. Appointment of Kaiwhakarite (Representatives) (to Committees)

- a. After Poutini Ngāi Tahu Papatipu Rūnanga Kaiwhakarite have been elected in accordance with their trust deed, Poutini Ngāi Tahu Papatipu Rūnanga will provide the Council with nominations to Council and other bodies

("Committees")

- b. At the time that the Committees are reconstituted following the Council's triennial elections, the Council will treat all persons sitting on the prior Committees as being renominated by Poutini Ngāi Tahu Papatipu Rūnanga, unless Poutini Ngāi Tahu Papatipu Rūnanga provide new nominations to Council at that time.

2. Filling vacancies

If, at any time and for any reason:

- a. the Council requests in writing that Poutini Ngāi Tahu Papatipu Rūnanga nominate a person for appointment to a Committee;
- b. the Council has not appointed, or has removed, any Kaiwhakarite nominated by Poutini Ngāi Tahu Papatipu Rūnanga for appointment to a Committee; or
- c. Poutini Ngāi Tahu Papatipu Rūnanga has requested that a Kaiwhakarite nominated by it be removed from a Committee,

Poutini Ngāi Tahu Papatipu Rūnanga will promptly nominate to Council a suitably qualified Kaiwhakarite from its members for addition to that committee or other body.

3. No obligation to appoint

The Council will not be obligated to appoint any Kaiwhakarite nominated to a Committee, in particular, if:

- a. the Kaiwhakarite is not suitably qualified for the Committee; or
- b. the Kaiwhakarite does not sign a confidentiality agreement on terms approved by the Council

4. No tenure once appointed

The Council may remove, at any time and at its sole discretion, any Kaiwhakarite that has been appointed to a Committee. However, any such removal of any nominated Kaiwhakarite will be undertaken in accordance with the objectives, principles and values of the Partnership Agreement.

5. Assurance

Poutini Ngāi Tahu Papatipu Rūnanga will procure and ensure that each Kaiwhakarite nominated by it to sit on a Committee:

- a. effectively represents Poutini Ngāi Tahu Papatipu Rūnanga on the Committee;
- b. appropriately prepares for any Committee meeting;
- c. attends and contributes to all Committee meetings, except where there is a valid reason for their absence; and
- d. complies with the obligations and standards generally imposed by Council on members of the Committees, including meetings and decision-making requirements;
 - 1) any applicable code of Conduct;
 - 2) Local Government Official Information and Meetings Act 1987;
 - 3) standing orders;
 - 4) Rules regarding conflict of interests and pecuniary interests.