

# Manatu Whakaaetaka

2022

Relationship Agreement

between

Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou

and

Dunedin City Council – Te Kaunihera a rohe o Ōtepoti



Kāti Huirapa Runaka ki Puketeraki



**DUNEDIN** | kaunihera  
CITY COUNCIL | a-rohe o  
Ōtepoti

*‘Ehara taku toa i te toa takitahi, engari he toa takatini’*

*‘My strength is not that of a single warrior but that of many’*

## **1. Parties**

**1.1** The Dunedin City Council ('DCC') is a Local Authority as defined in the Local Government Act 2002

and

**1.2** Kāti Huirapa Rūnaka ki Puketeraki and Te Rūnanga o Ōtākou ('Kā Rūnaka') (each a 'Party' and together 'the Parties'), for which part of their respective takiwā fall within the boundaries of the DCC.

## **2. Outcomes and Purpose**

**2.1** This Relationship Agreement (Agreement) records and embeds a new era of partnership between the Parties.

**2.2** The intended outcome of this Agreement is to facilitate a relationship of mutual benefit between Kā Rūnaka and the DCC, in order to produce meaningful outcomes for current and future generations of mana whenua, Māori and all citizens of Dunedin.

**2.3** The purpose of this Agreement is to provide a framework under which the Parties will:

- a. Work together and collaborate in relation to activities and opportunities and any other matters that might reasonably advance the shared aspirations of the Parties;
- b. Respect and acknowledge one another's roles, responsibilities, rakatirataka and mana in their respective takiwā;
- c. Collaborate to influence third parties (including the Crown and other local government agencies) to advance or otherwise positively contribute towards the Parties' shared purposes, activities and opportunities;
- d. Uphold each other's obligations under the Treaty of Waitangi.

## **3. Background**

**3.1** The DCC is the local government entity for the City of Dunedin. The DCC's territory extends from north of Waikouaiti to the Taieri River in the south, and inland to Middlemarch and Hyde. The DCC is responsible for the governance of the city as well as the strategic direction, ensuring the DCC works towards meeting expectations of the community as set out in the DCC's Long Term Plans.

**3.2** Kā Rūnaka are two of 18 Papatipu Rūnanga members of Te Rūnanga o Ngāi Tahu and represents those who hold mana whenua within their respective takiwā.

**3.3** The territorial boundaries of the DCC sit within the takiwā of Kā Rūnaka, both in individual and shared authority contexts. Kā Rūnaka are identified in the Te Rūnanga o Ngāi Tahu Declaration of Membership Order 2001 as the entities with responsibility for resources and protection of tribal interests within their takiwā. Descendants of Puketeraki and Ōtākou tīpuna have resided in the area for many generations and have a

rich history underpinned by spiritual and whakapapa connections, occupation, land, resource use and management. The primary focus of Kā Rūnaka is to advocate for their collective interests as rakatira (leaders) and kaitiaki (guardians) of resources within their takiwā.

#### **4. Roles and Responsibilities**

##### **Roles and Responsibilities of the DCC**

###### **4.1 The Parties recognise and agree that the DCC:**

- a. Exists in accordance with legislation and is subject to a range of legal obligations; Is an agent of the Crown for the purposes of the Treaty of Waitangi. As such, the DCC recognises the mana whenua status of Kā Rūnaka.

##### **Roles and Responsibilities of Kā Rūnaka**

###### **4.2 The Parties recognise and agree that Kā Rūnaka:**

- a. Exist as separate legal entities to represent their members who hold mana whenua within each of their takiwā;
- b. Are mandated to participate as a 'Treaty Partner' with the Crown and agent of the Crown in respect of matters relevant to their takiwā;
- c. Mandates its subsidiaries (for example A3 Kaitiaki Ltd and Aukaha (1997) Ltd) to further its economic development and other interests.

#### **5. Treaty of Waitangi**

###### **5.1 The Parties are both driven by a desire and intention to advance and promote the social, cultural, economic and environmental wellbeing of people and natural resources within their respective takiwā. The Parties enter into this agreement on the basis of the following general principles:**

- a. An acknowledgement of one another's mana in relation to their respective mandates, including the concepts of tino rakatirataka, ahi kā and manaakitaka;
- b. A mutual understanding that the basis on which they will work together will recognise and give effect to the principles of the Treaty of Waitangi, and particularly the partnership between iwi and the Crown;
- c. That their relationship will be mutually beneficial and based on good faith, co-operation and the principle of no surprises;
- d. A commitment to work towards solutions with reasonableness and honesty of purpose reflecting a kōtahitaka and mana taurite approach;
- e. A commitment to accommodate different cultural values and ways of working, and taking into account values associated with kaitiakitaka and whānaukataka.

##### **Principles of the Treaty of Waitangi**

###### **5.2 The Treaty of Waitangi contains three articles. There are two versions of the Treaty – the English and the Te Reo Māori version. Neither version is an accurate translation of the other. The English and Te Reo Māori versions of the Treaty are attached as Appendix**

**5.3** Kā Rūnaka, on behalf of mana whenua maintain the primacy of the Te Reo Māori version of the Treaty of Waitangi and as such Kā Rūnaka will work on the basis that the Te Reo Māori Treaty terms are valid and important, and will guide the relationship it has with the DCC.

**5.4** In accordance with this understanding, Kā Rūnaka maintains that tino rakatirataka must be given priority and opportunities for its exercise must be facilitated and supported by the Crown and its agents, including the DCC. The DCC agrees that where reasonably possible, it will support Kā Rūnaka in this regard.

**5.5** The DCC acknowledges and recognises the rakatirataka of Kā Rūnaka within their respective takiwā as enshrined in Article 2 of the Treaty of Waitangi and the Ngāi Tahu Claims Settlement Act 1998.

**5.6** The Parties acknowledge that there will, from time to time, be differences between the Council and Kā Rūnaka regarding the interpretation of the Treaty and the obligations that flow from it, but that they will seek to work through these differences in good faith.

**5.7** The Parties recognise and agree that the understanding of the principles of the Treaty of Waitangi is a developing area and new principles may emerge as the meaning and intent of the Treaty is further defined. The Parties also recognise and agree that the Treaty describes a dynamic relationship and is a 'living document', and its interpretation and the associated application of principles will evolve over time.

## **6. Implementation**

### **Kā Rūnaka Membership on Council Committees**

**6.1** Recognising the importance of governance level engagement, the Parties commit to Kā Rūnaka membership on the Strategy and Engagement Committee and the Infrastructure and Services Committee, and any other Committees that may give effect to tino rakatirataka, should this be mutually agreed.

### **Te Pae Māori**

**6.2** The Māori Participation Working Party has been formally in existence since 2006. It was established as a mechanism for consultation and liaison between the DCC and Māori within the DCC's territorial authority area.

**6.3** This Agreement establishes Te Pae Māori as the new mana to mana forum to advance the strategic relationship between Kā Rūnaka and the DCC. Te Pae Māori replaces the Māori Participation Working Party.

**6.4** Te Pae Māori recognises the ongoing relationship and partnership between the DCC and Kā Rūnaka. The new terms of reference for Te Pae Māori are attached as Appendix 2.

### **Workshops**

**6.5** The Parties commit to scheduling and attending topic-specific workshops on matters of

shared interest if the need arises, including if one of the Parties reasonably indicates to the other that such need has arisen.

#### **Notice of Intentions**

**6.6** In order to best facilitate the implementation of this Agreement, the DCC and Kā Rūnaka will ensure that each party is given as much notice as reasonably possible of all proposed activities, in order that the parties have:

- a. A genuine opportunity to determine what level of involvement they desire in activities;
- b. Sufficient information about the proposed activities and sufficient time to appraise the information and make useful responses.

#### **Conflict Resolution**

**6.7** There may be situations where the DCC's governance powers and responsibilities conflict with the rakatirataka interests of Kā Rūnaka. In such instances, the Parties endeavour to reconcile differences through dialogue, mediation and negotiation.

#### **Sensitive Information**

**6.8** It is expected that in giving effect to this Agreement, each Party will be exposed to and/or learn confidential information of the other.

The recipient of the other Party's confidential information will:

- a. Keep it as confidential;
- b. Not use it for any other purpose other than as required in terms of this Agreement;
- c. Only disclose it to employees, officers or professional advisors on a need to know basis;
- d. Remain bound by and comply with this clause following termination of this Agreement.

**6.9** The restrictions in this clause do not apply where disclosure is required by law. Where a Party is required to disclose confidential information by law, it must inform the other Party in writing before making that disclosure.

**6.10** In the interests of clear communication and no surprises, any public statement about this Agreement by either party must be made only with the agreement of both Parties.

#### **Intellectual Property**

**6.11** Both Parties acknowledge that any and all of the trademarks, trade names, copyright, patents and other intellectual property rights, including Kā Rūnaka cultural information, held separately by the Parties, remain the exclusive property of the relevant Party.

**6.12** There shall be no transfer of ownership whatsoever of mātauraka mana whenua.

**6.13** Neither Party may use the intellectual property of the other (including any logo or imagery) without the written permission of the other.

#### **Education and Training**

**6.14** In pursuing the mutually beneficial relationship envisaged and promoted by this Agreement, it is acknowledged that each Party continues to learn more about the other and to explore common areas of interest. One of the ways that this can occur is through ongoing systematic training for Councillors and senior DCC staff on matters of mana whenua interests and tikaka. In the same vein, opportunities will be afforded to members of Kā Rūnaka to learn more about the process operating within local government.

### **7 Duration and Term**

**7.1** This Agreement commences on the date it is signed by both Parties and continues until either Party terminates it by written notice.

**7.2** The Parties agree to review the terms of this Agreement (and amend if appropriate as necessary) on or around each new Triennium.

Dunedin City Council by:

Jules Vincent Radich

Full name of Mayor (print)



Signature

Date: 11 Nov 2022

Kāti Huirapa Rūnaka ki Puketeraki by:

Marlapora Frederick Ellison

Full name of Chair (print)



Signature

Date: 11 November 2022

Te Rūnanga o Ōtākou by:

Rachel Anne Wesley

Full name of Chair (print)



Signature

Date: 11 November 2022

**Appendices:**

**Appendix 1:** Treaty of Waitangi (Māori and English language versions)

**Appendix 2:** Te Pae Māori Terms of Reference

**Appendix 3:** Glossary



## APPENDIX 1:

**SUBJECT:** Treaty of Waitangi (Māori and English versions)

### TREATY OF WAITANGI – TE REO MĀORI TEXT

#### Preamble:

KO WIKITORIA te Kuini o Ingarani i tana mahara atawai ki nga Rangatira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira - hei kai wakarite ki nga Tangata Māori o Nu Tirani - kia wakaaetia e nga Rangatira Māori te Kawanatanga o te Kuini ki nga wahikatoa o te wenua nei me nga motu - na te mea hoki he tokomaha ke nga tangata o tona iwi kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata Māori ki te Pakeha e noho ture kore ana.

Na kua pai te Kuini kia tukua a hau a Wiremu Hopihona he Kapitana I te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aianeī amua atu ki te Kuini, e mea atu ana ia ki nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

#### KO TE TUATAHI

Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua Wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu - te Kawanatanga katoa o o ratou wenua.

#### KO TE PUARUA

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangitira ki nga Hapu - ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otira ko nga Rangatira o te wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua - ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nel e te Kuini hei kai hoko mona.

#### KO TE TUATORU

Hei wakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini - Ka tiakina e te Kuini o Ingarani nga tangata Māori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

*(signed)*

**William Hobson,**

Consul and Lieutenant-Governor

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka hulhul nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaaetia katoatia e matou, kola ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

## TREATY OF WAITANGI - ENGLISH TEXT

### PREAMBLE

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands - Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant-Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

### ARTICLE THE FIRST

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess or may be supposed to exercise or to possess over their respective Territories as the sole sovereigns thereof.

### ARTICLE THE SECOND

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Pre-emption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

### ARTICLE THE THIRD

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

*(signed)*

**William Hobson,**  
Lieutenant Governor

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof in witness of which we have attached our signatures or marks at the places and the dates respectively specified. Done at Waitangi this Sixth day of February in the year of Our Lord one thousand eight hundred and forty.

## APPENDIX 2:

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**SUBJECT:** Te Pae Māori Terms of Reference

**Chairperson:** A joint Chair arrangement between Kā Rūnaka leadership and the Mayor of Dunedin

**Meeting Frequency:** A minimum of four hui are to be scheduled annually

**Membership:** The membership of Te Pae Māori will be:

- Leadership representatives from Kāti Huirapa Rūnaka ki Puketeraki (Ūpoko, Chair, Deputy Chair and Rūnaka Manager)
- Leadership representatives from Te Rūnanga o Ōtākou (Ūpoko, Chair, Deputy Chair and Rūnaka Manager)
- Kā Rūnaka Council Committee Representatives
- Two representatives from Araiteuru Marae
- The Mayor of Dunedin and all Councillors
- The DCC support staff will be the Chief Executive Officer, Manahautū, General Manager Māori Partnerships and Policy, Kaihautū, Manager, Māori Partnerships and Governance support
- Kā Rūnaka members may attend to support as required

### AIMS

The aims of Te Pae Māori are:

1. To establish a mana to mana forum between Kā Rūnaka and Council.
2. To work together to advance shared aspirations; respect and acknowledge of one another's roles, responsibilities, rakatirataka (self-determination) and mana (authority) within respective takiwā (territories); collaborate to influence third parties to advance and contribute to shared purpose and opportunities and uphold each other's obligations under the Treaty of Waitangi.
3. To facilitate a relationship of mutual benefit between Kā Rūnaka, Māori and the Council in order to produce meaningful outcomes for current and future generations of all citizens of Dunedin.
4. To work together to have increased strategic input into the development, implementation, monitoring and future direction of the Māori Strategic Framework as it is embedded across the work programmes of key Council activities.

### OBJECTIVES

The objectives of Te Pae Māori are:

1. To provide a direct line of communication between the Council, Kā Rūnaka and Mataawaka (non-Kāi Tahu Māori).
2. To facilitate communication and understanding at the governance level of all parties to the Manatu Whakaaetaka – Relationship Agreement 2022.

3. To provide a forum for discussion of strategic level issues that are relevant to the interests and ongoing partnership objectives of Kā Rūnaka, Mataawaka and the Dunedin City Council.
4. To monitor the success of the Māori Strategic Framework in achieving the stated aims.
5. To monitor the success of the Manatu Whakaaetaka – Relationship Agreement 2022 in achieving the stated aims.

#### **PARTNER EXPECTATIONS FROM THIS RELATIONSHIP AGREEMENT**

1. The Dunedin City Council, Kā Rūnaka and Araiteuru Marae representatives are committed to working together in good faith to achieve the objectives.
2. Dunedin City Council undertakes to provide the following assistance in achieving the aims:
  - a) Staff resources and expertise.
  - b) Meaningful engagement processes and mechanisms which are intended to address Māori needs.
3. Kā Rūnaka, Araiteuru Marae and the Dunedin City Council are committed to fully participating in wānaka (workshops) to define how to implement the relationship to achieve shared aims.
4. Kā Rūnaka, Araiteuru Marae and the Dunedin City Council will work to develop an agreed annual work plan based on the agreed strategic priorities identified within the Māori Strategic Framework.

## APPENDIX 3:

### SUBJECT: Glossary of Māori Terms

#### APPENDIX 4: Glossary

Te reo translations sourced from *The Raupō Concise Māori Dictionary* (Reed, 2012) or from *Te Aka Online Māori Dictionary* and use Kāi Tahu dialect. The exception being Te Pae Māori being the new name of the mana to mana forum.

Ahi kā	<i>Burning fires of occupation, continuous occupation - title to land through occupation by a group, generally over a long period of time. The group is able, through the use of whakapapa, to trace back to primary ancestors who lived on the land. They held influence over the land through their military strength and defended successfully against challenges, thereby keeping their fires burning.</i>
Kaitiaki	<i>Trustee, minder, guard, custodian, guardian, caregiver, keeper, steward.</i>
Kaitiakitaka	<i>Guardianship, stewardship, trusteeship, trustee.</i>
Kōtahitaka	<i>Unity, togetherness, solidarity, collective action.</i>
Manaakitaka	<i>Hospitality, kindness, generosity, support - the process of showing respect, generosity and care for others.</i>
Mātauraka	<i>Knowledge, wisdom, understanding, skill - sometimes used in the plural.</i>
Mana	<i>Prestige, authority, control, power, influence, status, spiritual power.</i>
Mana taurite	<i>Equal status, equity, equality.</i>
Mana whenua	<i>Territorial rights, power from the land, authority over land or territory, jurisdiction over land or territory - power associated with possession and occupation of tribal land. The tribe's history and legends are based in the lands they have occupied over generations and the land provides the sustenance for the people and to provide hospitality for guests.</i>
Rakatira	<i>To be of high rank, become of high rank, ennobled, rich, well off, noble, esteemed, revered.</i>
Rakatirataka	<i>Chieftainship, right to exercise authority, chiefly autonomy, chiefly authority, ownership, leadership of a social group, domain of the rakatira, noble birth, attributes of a chief.</i>
Takiwā	<i>District, area, territory, vicinity, region.</i>
Te Pae Māori	<i>Te Pae Māori is a new name given by mana whenua to the mana to mana forum. Pae can be understood as an elevated platform enabling Māori to flourish and bringing light to where there was darkness. The name offers a creative, visionary and constructive way forward that merges traditional Māori knowledge with strategic contemporary solutions.</i>
Tikaka	<i>Correct procedure, custom, habit, lore, method, manner, rule, way, code, meaning, plan, practice, convention, protocol - the customary system of values and practices that have developed over time and are deeply embedded in the social context.</i>
Tino rakatirataka	<i>Self-determination, sovereignty, autonomy, self-government, domination, rule, control, power.</i>
Tipuna	<i>Ancestors, grandparents - plural form of tipuna and the eastern dialect variation of tūpuna.</i>
Whānaukataka	<i>Relationship, kinship, sense of family connection - a relationship through shared experiences and working together which provides people with a sense of belonging. It develops as a result of kinship rights and obligations, which also serve to strengthen each member of the kin group. It also extends to others to whom one develops a close familial, friendship or reciprocal relationship.</i>
Whakapapa	<i>Genealogy, genealogical table, lineage, descent.</i>