

**The
Charter
of
Understanding**

**He Huarahi mō Ngā Uri Whakatupu
(A Pathway for the Generations Coming Through)**

March 2016



He Huarahi mō Ngā Uri Whakatupu

Mai ea, mai ea, mai ea
Mai ea te tupuranga
Ki te whaiao
Ki te ao marama


E kī anei
Kia mura tonu te ahi
O te hinengaro
Ka oho ake nga uri
Hei tiaki mo
Nga whenua papatupu

Whakamaua kia tina, tina!
Haumi e
Hui e
Taiki e!

From its conception
To its growth
Into this world
To the world beyond

It has been said
Keep the flames of the fire
Burning in the mind
The younger generation will arise
As protectors of
The ancestral lands and taonga

Gather it into place, fix it, fix it!
Bind it in place
Bind it tightly
It is set!



He Huarahi mō Ngā Uri Whakatupu

The Charter of Understanding

Between

Environment Southland
Invercargill City Council
Southland District Council
Gore District Council
Queenstown Lakes District Council
Clutha District Council
Otago Regional Council

and



Te Ao Marama Inc. is authorised to represent:

Te Rūnaka O Awarua
Hokonui Rūnanga
Ōraka/Aparima Rūnaka
Waihōpai Rūnaka

who hold mana whenua over all ancestral lands in Murihiku;

and

as an additional role, has agreed to assist the Local Authorities
through Te Rōpu Taiao in their wider responsibilities
under the Local Government Act.

The Charter is endorsed by Te Rūnanga o Ngāi Tahu.

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Section 1

Setting the Scene – Basis for the Charter

1.1 Purpose

- 1.1.1 The purpose of this Charter of Understanding is to develop a relationship of mutual benefit between the local authorities within the Murihiku rohe Environment Southland (the brand name of the Southland Regional Council), Invercargill City Council, Gore District Council, Southland District Council, Queenstown Lakes District Council, Clutha District Council, and Otago Regional Council) (the “signatory Councils”) and the mana whenua of Murihiku and Te Rūnanga o Ngāi Tahu. Te Ao Marama Inc. will assist the Councils, through Te Rōpu Taiao in their relationship with matawaka living in te takiwa o Murihiku. On that basis, the Charter is seen as having a regionally significant status.
- 1.1.2 The Charter establishes and provides for a clear understanding of the basis and on-going conduct of the relationship between the signatory Councils and the tangata whenua, in the context of both:
- the Resource Management Act 1991 (RMA); and
 - the Local Government Act 2002 (LGA).

1.2 Background

- 1.2.1 The Treaty of Waitangi (Te Tiriti o Waitangi) is the founding document of Aotearoa/New Zealand. It provides for the exercise of Kawanatanga/Governance, by the Crown, while actively protecting Te Tino Rangatiratanga/Full Tribal Authority, of the Iwi in respect of their natural, physical and metaphysical resources.
- 1.2.2 In exercising governance, the Crown has made laws relating to the promotion of the sustainable management of natural and physical resources, and enhancing the role of local government. The relevant legislation requires that in achieving the purpose of those Acts, all persons exercising functions and powers under them shall:
- recognise and provide for the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga as a matter of national importance (RMA);
 - have particular regard to Kaitiakitanga (RMA);
 - take into account the principles of the Treaty of Waitangi (RMA);
 - recognise and respect the Crown’s responsibility to take account of the Treaty of Waitangi by complying with Parts 2 and 6 of the LGA 2002; and
 - to maintain and improve opportunities for Māori to contribute to local government decision-making processes (LGA).

1.2.3 The Crown has also created the signatory Councils under the Orders specified in the Local Government Act 2002, and requires them to exercise certain functions and powers in relation to:

- the sustainable management of natural and physical resources (RMA);
- the requirements for local authorities to facilitate participation by Māori in local authority decision-making processes (LGA);
- enable democratic local decision-making and action by, and on behalf of, communities (LGA); and
- enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety (RMA).

1.3 The Parties

1.3.1 Environment Southland, Invercargill City, Gore District, Southland District Council, Queenstown Lakes District Council, Clutha District Council, and Otago Regional Council are represented by their elected Councillors.

1.3.2 With the enactment of Te Rūnanga o Ngāi Tahu Act 1996, Te Rūnanga o Ngāi Tahu is now the legal tribal representative of Ngāi Tahu Whanui, being descendants of the following tribes:

- Ngāi Tahu
- Ngati Mamoe, and
- Waitaha

Ngāi Tahu Whanui are also represented locally in Murihiku by the above mentioned four Rūnanga. It is the practise of Te Rūnanga o Ngāi Tahu that consultation in the first instance is via Papatipu Rūnanga, however, Te Rūnanga o Ngāi Tahu may from time to time be consulted where it is appropriate to do so (for example, on matters relevant to the Ngāi Tahu Claims Settlement Act 1998).

1.3.3 For the purpose of this Charter in Murihiku, tangata whenua are represented by the following organisation:

- Te Ao Mārama Incorporated

This organisation has been authorised to act in this capacity by Te Rūnanga o Ngāi Tahu. In terms of Article II of the Treaty, the tangata whenua hold mana whenua over all ancestral lands within Murihiku and on that basis the Councils will liaise with Te Ao Mārama Inc. The membership of this organisation is made up of the four mana whenua Rūnanga in Murihiku. They are:

- Te Rūnaka o Awarua,
- Hokonui Rūnanga,
- Oraka/Aparima Rūnaka, and
- Waihopai Rūnaka.

- 1.3.4 The LGA refers to all Māori rather than just those who hold mana whenua. This means that no individual or group representing a Māori interest with relevant issues of significance to that interest can be precluded from interacting with local government directly should they wish. To assist and facilitate that interaction, Te Rōpu Taiao, in addition to the primary role of assisting the Councils with their LGA responsibilities, will assist the signatory Councils in their relationship with matawaka living in te takiwa o Murihiku by holding open forum at the commencement of each Te Rōpū Taiao hui. By way of explanation, Te Rōpū Taiao is the political group made up of representatives from each Council and each Rūnanga in Murihiku.

1.4 Common Goal and Objectives

- 1.4.1 The signatory Councils and the tangata whenua of Murihiku have a common goal. It is the sustainable management of the region's environment and for the social, cultural, economic, and environmental needs of communities, for now and into the future.
- 1.4.2 In pursuit of this goal, the signatory Councils and the tangata whenua of the region agree that:
- 1.4.2.1 The relationships are based on good faith, co-operation, and understanding.
 - 1.4.2.2 There is commitment to work towards solutions with reasonableness and honesty of purpose.
 - 1.4.2.3 All parties respect and seek to accommodate different cultural values and ways of working. They recognise a range of philosophies and practices of environmental and local government management and acknowledge that tangata whenua are working to restore an iwi environmental management system.
 - 1.4.2.4 Issues relating to Māori are appropriately addressed in local government decision-making processes.
 - 1.4.2.5 The specific relationship of tangata whenua and their culture, traditions and values with their ancestral land, water, sites, waahi tapu, valued flora and fauna, and other taonga where considering all significant decisions in relation to land or water bodies.

1.5 Principles of the Treaty of Waitangi

- 1.5.1 The parties recognise that 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.
- 1.5.2 The principles of the Treaty describe a dynamic relationship between the Treaty partners, recognising that the Treaty is a living document.
- 1.5.3 The signatory Councils and the tangata whenua may, with mutual agreement, decide to develop and adopt further principles.
- 1.5.4 The principle of “The Essential Bargain” is of primary significance for the conduct of the relationship and is to be taken into account under the Resource Management Act. This term has been interpreted to mean the right of the Crown to make laws was exchanged for the obligation to protect Māori interests (Waitangi Tribunal and see also Court of Appeal).
- 1.5.5 The Tribal Self-Regulation principle recognises that the tangata whenua may wish to retain responsibility and control of the management and allocation of their resources.
- 1.5.6 Application of this principle requires those exercising Kawanatanga to recognise the exercise of Rangatiratanga by tribal groups, and for those exercising Rangatiratanga to recognise Kawanatanga.
- 1.5.7 In exercising Rangatiratanga and Kaitiakitanga the tangata whenua rights to development including but not limited to, access to new knowledge and technologies, shall be recognised by the signatory Councils.

1.6 Active Protection

- 1.6.1 The Crown’s duty of active protection of the tangata whenua rights and interests in resource management is not simply a passive one, but is in all senses active to the fullest extent practicable.
- 1.6.2 The signatory Councils will recognise the need for active protection to be considered in all aspects of their business that affect the customary rights and interests of tangata whenua and in particular when developing their RMA and LGA policies and plans.

1.7 Agreement

- 1.7.1 This Charter is freely entered into by all parties in a spirit of goodwill in accordance with the Common Goals and Objectives stated in Clause 1.4. The parties recognise the benefits of the Charter to themselves, to the regional community, the region’s environment, and the effective operation of local government. The Charter is a statement of good intention. Accordingly, the

parties do not intend that this Charter should create legally binding rights and obligations. The Charter is intended to form the basis of a meaningful long-term relationship and may be further amended or expanded by agreement or memorandum between the parties as required.



Section 2

Governance – Looking after the Relationship

2.1 Transfer of Powers

- 2.1.1 The signatory Councils are able to transfer powers under the RMA to other statutory authorities. In these circumstances the duties with respect to tangata whenua are also transferred and the authorised organisation must meet those responsibilities. The signatory Councils recognise their responsibility to monitor whether the transfer of power is exercised in the appropriate manner.
- 2.1.2 The RMA also provides for the transfer of powers to Iwi Authorities. It is one of the few mechanisms available to signatory Councils to recognise Rangatiratanga and Kaitiakitanga.
- 2.1.3 In the course of preparing, withdrawing, changing or reviewing Policy Statements or Plans, the Councils will actively consider, in assessing possible methods of plan implementation, the option of transfer of powers to the Iwi Authority.
- 2.1.4 Where the tangata whenua request the transfer of powers to the Iwi Authority, the signatory Councils will take into account, along with all other relevant matters:
- 2.1.4.1 Their duties under the RMA, concerning Māori values and interests; and
 - 2.1.4.2 The need to assess applications on the grounds of the appropriate community of interest, efficiency and capability (S33(4)(c) of the RMA).
- 2.1.5 The tangata whenua and the signatory Councils may wish to investigate opportunities under the RMA and LGA for joint management of resources as an application of the partnership principle.

2.2 Conflict Resolution

There may be situations where the signatory Councils' Kawanatanga powers and responsibilities conflict with the Rangatiratanga interests of tangata whenua and/or Māori. In such instances, the parties should endeavour to reconcile differences in a non-adversarial manner through dialogue, mediation and negotiation. In the event of an independent facilitator or mediator being required, Te Rōpū Taiao will maintain a list of appropriately qualified, acceptable, mediators. Litigation should always be seen as a last resort.

2.3 Building Capacity

The Local Government Act requires the signatory Council to outline steps to be taken to foster the development of Māori capacity to contribute to signatory

Councils' decision-making processes. The approach from the Councils is to ensure that tangata whenua through Te Rōpū Taiao and Te Ao Marama Inc have that capacity in the first instance but to also make sufficient capacity building capability available to matawaka should it be required.

2.3.1 Organisational Level

The signatory Councils and te tangata whenua o Murihiku have a well-established relationship and understanding for collaboration that has stood the test of time. The relationship and its associated processes evolved primarily through the Resource Management Act duties but has been expanded in scope to cover all aspects of mutual interest, including the Local Government Act 2002. The level of trust and collaboration is such that the interaction between the signatory Councils, te Kaupapa Taiao Manager and the four papatipu Rūnanga representatives, is now a natural part of daily business.

The primary collaborative structure that has been put in place is Te Rōpū Taiao. This political level governance group is made up of elected representatives from each of the signatory Councils, and representatives of the four papatipu rūnanga. This group provides the overarching administrative input to maintaining the collaborative arrangements.

Te Ao Marama Inc. is the management organisation that takes on the role of looking after tangata whenua interests in resource management and other aspects related to local government in Southland. If the issues are of a wider Treaty or of precedent character, there will be a requirement to consult with Te Rūnanga o Ngai Tahu. Te Rūnanga O Ngai Tahu has authorised the four papatipu rūnanga to look after all other issues in Murihiku that affect tangata whenua including Ngai Tahu Claims Settlement Act interests.

To facilitate tangata whenua participation in these matters, Te Ao Marama Inc. is financially supported by the signatories on an annual basis. This support funding is in addition to other funding gained directly by Te Ao Marama Inc. from other sources.

Other opportunities that may be addressed on an ongoing basis include:

- opportunities to assist the Rūnanga contributions to decision making in Murihiku;
- additional resourcing assistance to enable participation in Local Government Act processes;
- an invitation to Rūnanga to discuss the matters they should be involved in and how;
- capacity enhancement to enable Māori to participate in the signatory Council's decision-making process and how that might happen.

2.3.2 Activity Level

The signatory Councils' goal is to ensure that tangata whenua matters are incorporated seamlessly into the normal daily activities and core business of local government in Murihiku.

This Charter of Understanding exists between the Councils and Te Ao Marama Inc. on behalf of te papatipu rūnanga o Murihiku. The Charter forms the basis from which the current relationship is formed. The Councils initially signed the Charter of Understanding with Te Ao Marama Inc. for Resource Management Act matters, and this continues to provide the basis for an ongoing contribution to decision-making on those matters. The Charter has been extended to incorporate the requirements of the Local Government Act 2002 and the Local Electoral Act 2001.

Council staff undertake consultation and discussion with Māori through Te Kaupapa Taiao Manager on a regular basis. In some cases, these are ongoing processes required by legislation (e.g. the Resource Management Act 1991 and the Local Government Act 2002), others are simply a way of recognising the spirit of open partnership inherent in the Treaty of Waitangi.

The signatory Councils in conjunction with tangata whenua over time, have committed to ensuring that tangata whenua are appropriately resourced to enable participation in the matters of common interest. Some examples of these initiatives include:

- assistance for the production of the iwi authority's resource management plan *Te Tangi a Taurā – The Cry of the People*;
- recognising the iwi authority's resource position statements;
- the adoption of a Protocol for Iwi input to Plans and Policy Statements;
- offer of employment opportunities for a tikanga Māori student;
- participation in Hearing Panel deliberations.

Changes to the Resource Management Act mean that the signatory Councils now have responsibilities concerning heritage matters. The Councils will have to establish a strategy for heritage assets in conjunction with all stakeholders. Significant consultation will be needed before any policies are developed, and meetings with Te Ao Marama Inc. are to be organised as the first step in this process.

Cultural awareness programmes are currently being developed and will address cultural awareness training for Councillors and staff, and these will be written in consultation with Te Ao Marama Inc. Training opportunities for iwi will be considered by and offered to iwi as they arise.

These interactions can all be seen to help build Māori capacity to participate in the operational and decision-making processes of the signatory Councils.

2.4 Shared Decision-Making

The intention of the signatory Councils is to meet every and all obligations (mandatory and discretionary) to involve Maori with formal and informal opportunities for sharing or being involved in decision-making. The primary

pieces of relevant legislation below are included as the starting point. There will be other opportunities and options available for a variety of situations and circumstances.

The signatory Councils also have a commitment under their respective *Significance and Engagement Policies* to inform and involve Maori (but not exclusively) in a range of work leading to decision-making, outside of the more formal statutory consultation processes.

Resource Management Act 1991

- 2.4.1 Shared decision-making is a principle implied in the requirement to balance the Kawanatanga role of Article I of the Treaty and the Rangatiratanga role of Article II of the Treaty.
- 2.4.2 The signatory Councils will seek to achieve the principle of shared decision-making within the limitations of the relevant legislation, and the RMA in particular. The options include those representation mechanisms outlined under Representation (Section 2.7), the use of the tangata whenua as consultants to advise the signatory Councils, the appointment of the tangata whenua as Hearings Commissioners, and the transfer of powers under Section 33 of the RMA. However, it is recognised that in the event of tangata whenua trained as Hearing Commissioners being required for a hearing process, the same persons cannot act as consultants in that regard so as to maintain objectivity in decision-making.
- 2.4.3 The signatory Councils will seek to take opportunities to include tangata whenua representatives in decision-making processes under the RMA.
- 2.4.4 The National Policy Statement for Freshwater Management provides an opportunity to involve Maori in decision-making around issues of water management. The NPS-FM recognises the national significance of fresh water to all New Zealanders and Te Mana o Te Wai. There is a direct connection to all the water management related projects of the signatory Councils, such as Water and Land Plans; Regional Policy Statements; 30 year Infrastructure Strategies; and District Plans.

Local Government Act 2002

- 2.4.5 The signatory Councils, within their roles and responsibilities, shall
 - (a) establish and maintain processes to provide opportunities for Māori to contribute to the decision-making processes of the local authority; and
 - (b) consider ways in which it may foster the development of Māori capacity to contribute to the decision-making processes of the local authority; and
 - (c) provide relevant information to Māori for the purposes of paragraphs (a) and (b). (Section 81, LGA)

2.5 Shared Initiatives

- 2.5.1 Te Rōpū Taiao (as referred to in Section 2.7) will meet not less than four times a year. There will be opportunity for additional meetings to be held, at the request of Iwi or the Council representatives.
- 2.5.2 Te Ao Marama Inc. Kaupapa Taiao Manager - The role of the Kaupapa Taiao Manager is to co-ordinate liaison between tangata whenua and the signatory Councils. This will include liaison between individual Councils and/or their staff. The Manager's role is also to provide liaison between individual Rūnanga.
- 2.5.3 Working Parties - Working parties may be established, by mutual agreement of the signatory Councils and the tangata whenua, to facilitate Iwi input into the preparation and review of the Councils' RMA and LGA policies and plans and into the local authority decision-making processes.

2.6 Principles for the Relationship

The principles for the relationship are founded in both legislation and in the acknowledgement of common alignment of natural resources values. The legislation listed below contains the primary principles to be used in the relationship.

Ngāi Tahu Claims Settlement Act 1998

This Act is founded on the principles as contained in the Treaty of Waitangi and has an associated set of Regulations (Ngāi Tahu Claims Settlement (Resource Management Consent Notification) Regulations 1999).

The Resource Management Act 1991

- 2.6.1 The Purpose and Principles (Part II) of the RMA, provide for a Māori dimension to be included in resource management decision-making. Three provisions refer to matters Māori. They are:

- 2.6.1.1 Section 6(e): The relationship of Māori and their culture and traditions with their ancestral lands, water, sites, waahi tapu and other taonga.

This provision is not restricted to lands, water, sites, waahi tapu and other taonga in current Māori ownership, but may extend to include resources that were once owned by the ancestors of the tangata whenua in the past.

The signatory Councils (and all other parties exercising functions and powers) must recognise and provide for this special cultural and traditional relationship as a matter of national importance.

- 2.6.1.2 Section 7(a): Kaitiakitanga - the exercise of guardianship.

Kaitiakitanga is concerned with both the physical and spiritual well-being of the resource. The signatory Councils must have particular regard to kaitiakitanga.

2.6.1.3 Section 8: To take account of the principles of the Treaty of Waitangi.

The RMA recognises the central importance of the Treaty of Waitangi to resource management. The parties consider that this is appropriate, for the mandate to enact the legislation comes ultimately from the Treaty itself. Councils must take account of the Treaty's principles in all decisions under the RMA. The principles of the Treaty which the parties consider to be important at this stage are set out in Section 1.5 of this Charter.

The parties recognise that the protection afforded the Māori interest under Part II of the RMA is not absolute. In all cases, there will be a requirement to balance Māori interest against other interests that must be considered under the RMA.

The Local Government Act 2002

2.6.2 The Local Government Act provides opportunities for Māori to participate in local governance and decision-making. The relevant provisions are:

2.6.2.1 Section 14(1)(d) – a local authority should provide opportunities for Māori to contribute to its decision-making processes.

2.6.2.2 Section 77(1)(c) – take into account the relationship of Māori and their culture and traditions with their ancestral land, water, sites, waahi tapu, valued flora and fauna, and other taonga where considering all significant decisions in relation to land or water bodies.

2.6.2.3 Section 81(1)(a)-(c) – provision of processes for Māori contributions in decision-making, development of capacity to contribute, and providing information to assist those roles (see also Section 2.4).

2.6.2.4 Section 82 – the established principles of consultation must be followed (see also Section 3.3).

The Local Electoral Act 2001

The Local Electoral Act (Sections 19Z – 19ZH) provides a discretionary opportunity for Councils to create Māori Wards and Constituencies that will assist in providing fair representation for Māori living within the region.

2.7 Implementing the Principles

Representation

- 2.7.1 Representation refers to the mechanisms which provide for individuals and groups authorised to speak for the tangata whenua and Māori generally to participate in the signatory Council's decision-making processes.
- 2.7.2 Iwi representation and participation will be undertaken through the mechanisms listed below. These mechanisms take account of the principles of partnership and shared decision-making, and the independence and diversity of Iwi organisations.
- 2.7.2.1 "One to One" relationship between Iwi and the signatory Councils. The signatory Councils will continue to develop a direct relationship with Iwi.
- 2.7.2.2 Iwi-Council Representative Group (Te Rōpū Taiao). The function of the Iwi-Council representative group is to provide a forum for the exchange of views between the tangata whenua and the Councils. The Group will provide advice to the signatory Councils and contribute to setting strategy and policy directions. Meetings will focus on, but are not limited to, issues affecting the Iwi, and monitoring the effectiveness of the Charter and Council's management policies and plans under both the RMA and LGA.
- 2.7.2.3 The Group will consist of one representative from each Rūnanga and one Councillor representative from each Council. There will be provision for additional Council and Iwi representatives to be present for items of specific interest to them. For the purposes of clarity, the Kaupapa Taiao Manager from Te Ao Marama Inc. and Council staff are in attendance in an advisory capacity only, and shall have no voting rights.
- 2.7.2.4 The parties understand the powers and functions of the Councils to be expressions of Kawanatanga. However, the parties recognise that the Councils are limited by statute in their exercise of Kawanatanga.
- 2.7.2.5 The Essential Bargain is in the nature of an exchange and a recognition of respective rights. The operation of this principle will include "Rangatira to Rangatira" interaction between the signatory Councils and Iwi representatives.
- 2.7.2.6 The Partnership/Mutually Beneficial Relationship principle imposes a duty on both tangata whenua and the signatory Councils to interact in the best possible way with reason and

respect. This is reflected in the Goals and Objectives (referred to in Section 1.4), which set out the parameters of the relationship.

- 2.7.3 Iwi Representation at Council Meetings - Within the framework of the Councils' standing orders, Iwi representatives have the right to address any committee meeting or meeting of the full Council on matters relating to Councils functions and responsibilities. This right is in addition to the right that members of the general public have to make statements at Council meetings. In the event of a matter being discussed at a hearing, then the statutory processes must be followed.
- 2.7.4 Council Representation at Iwi Meetings - In implementing consultation on a "Rangatira to Rangatira" basis, Council and Iwi representatives may meet to discuss matters of mutual importance on the Marae or other venue nominated by the tangata whenua.
- 2.7.5 All parties retain the right to choose their own representatives. Both the tangata whenua and the Councils recognise that those representatives are authorised to speak for their respective organisations.
- 2.7.6 Council staff members or consultants involved in facilitating liaison between the signatory Councils and tangata whenua do not act as representatives of Iwi or Council views.
- 2.7.7 The Secretariat for Te Rōpū Taiao will be provided by Environment Southland.

2.8 Support Funding Arrangement

The signatory Councils provide annual support funding to Te Ao Marama Inc. The funding assists the Councils in meeting their obligations to work alongside Maori, and for Maori to build capacity in order to respond to the requirements of the signatory Councils. The funding supports both Te Ao Marama Inc's Kaupapa Taiao and Te Rōpū Taiao activities.

The support funding amounts are shown in the following schedule with a 2015/16 baseline:

	2015/16 Contribution	Percentage of Total
Environment Southland	\$41,805	22%
Southland District	\$39,753	21%
Invercargill City	\$39,753	21%
Gore District	\$13,122	7%
Queenstown Lakes District	\$39,753	21%
Clutha District	\$13,122	7%
Otago Regional Council	Negotiated	Pending signatory

The percentages used to run the calculation (managed by Environment Southland) provide an equitable arrangement based on the relative size of the

local authority in the context of the Murihiku boundary. It is not intended to be a precise percentage but indicative only.

The Secretariat will invoice each local authority in July each year for their respective contributions, and Te Ao Marama Inc. will invoice the Secretariat quarterly. The Secretariat then pays the support funding on behalf of the local authorities.

Inflation Adjustment

The funding arrangement has previously been adjusted annually following publication of the September quarter Consumer Price Index (CPI) but provided no certainty for forward budgeting. The CPI is not an appropriate index for use in local government. The local authorities currently use *BERL Forecasts of Price Level Change Adjustors*¹ to provide more accurate and sector aligned inflation adjustment figures.

The *Planning and Regulation* category annual inflation adjustment figures are set out (*BERL, page 14*) and are likely to be published in each Long-term Plan. The annual figure from the *Planning and Regulation* category will be used to calculate the annual support funding contributions using the 2015/16 baseline figures. The figures will be reviewed and adjusted from *BERL* reports as necessary when the Charter is reviewed (see Clause 2.11).

2.9 Input into Long-term Plans, Annual Plans and Annual Reports

The Secretariat will provide on behalf of the local authorities, a draft narrative dealing with the Māori and local authority relationship for Te Ao Marama Inc. to consider and approve. The approved narrative can be used by the local authorities for inclusion in their Long-term Plans, Annual Plans and Annual Reports as required.

2.10 Te Roopu Taiao Chairperson

The Chairperson of Environment Southland shall be the Chairperson of Te Roopu Taiao.

A Deputy Chairperson will be appointed by Te Roopu Taiao members from time to time.

2.11 Review

The Charter of Understanding will be reviewed at least once every five years.

¹ *Forecasts of Price Level Change Adjustors* – BERL Economics, September 2015.

Section 3

Operational – Making it Work

3.1 Resources

3.1.1 In recognition of the partnership, consultation and active protection principles the signatory Councils will provide resources to the tangata whenua and Māori capacity to facilitate their involvement and contribution in resource management and local authority decision-making. Resources in the context of this Charter may include the provision of technical advice, expertise, information and financial support.

Resourcing will be mutually agreed and within accountability requirements including those of quality and timeliness.

The local authorities will recognise the resource limitations on tangata whenua and discuss options to resolve or assist with those resourcing limits, depending on the circumstances. Having shared objectives and shared tasking will prove of mutual benefit to all parties.

3.1.2 The signatory Councils and the tangata whenua recognise the limitations and constraints on each partner in respect of resources. Frequently, the tangata whenua do not have the resources, either financial or human, to respond adequately to consultation requirements. For their part, the Councils' resources, derived primarily from ratepayers, are limited. Councils must set priorities and demonstrate accountability.

3.1.3 Appropriate areas where the signatory Councils may agree with the tangata whenua on the provision of resources, for Iwi input are:

3.1.3.1 Preparation and review of RMA and LGA policies and plans.

3.1.3.2 Provision of administrative servicing, travel and meeting allowances for the meetings of the Iwi/Council Representative Group.

3.1.3.3 Provision of technical assistance and advice in the preparation and review of Iwi environmental management plans.

3.1.3.4 General provision of information and advice, and assistance in interpreting and using that information.

3.1.3.5 General provisions for capacity building such as training.

3.1.4 In some circumstances, the signatory Councils and the tangata whenua may see contracting as appropriate. The normal rules of contract and performance criteria would apply. In the case of a dispute, a group made up of tangata whenua and Council nominees would seek resolution. Parties should avoid recourse to legal processes to resolve conflict.

3.2 Protection of Sensitive Data and Information

- 3.2.1 From time to time the tangata whenua may provide the Councils with sensitive and confidential data and information, e.g. concerning waahi tapu or other sites of significance, knowledge, or aspects of tikanga Māori. The signatory Councils will undertake to respect and protect such data and information in its care and restrict access to it, in accordance with the Local Government Official Information and Meetings Act 1987 (S.7) and the RMA (S.42(1)(a)), or the LGA.

Local authorities will discuss and gain approval from the Kaupapa Taiao Manager prior to the use or reproduction of any such data or information.

- 3.2.2 The tangata whenua will undertake to protect any sensitive or confidential information, including restriction of access to it that the signatory Councils may give to them.

3.3 Engagement

The 2014 changes to the Local Government Act 2002 required local authorities to adopt a Significance and Engagement Policy. The engagement element of that policy opens up a range of options for involving Maori in decision-making, beyond the statutory requirements of consultation under the Resource Management Act 1991.

Formal consultation is still a critical requirement for local authorities and Maori when dealing with the mandatory statutory requirements, and this section of the Charter initially addresses consultation, and then moves on to consider the other engagement options available.

Consultation

- 3.3.1 During the preparation, withdrawal, change or review of any proposed policy, Policy Statement, or Plan under the RMA or Section 82, LGA, the signatory Councils have a duty to consult with Māori. The tangata whenua have a reciprocal duty to respond. However, the level of resourcing provided affects how the signatory Councils and the tangata whenua are able to carry out these duties. The Councils need resources to facilitate consultation. The tangata whenua need resources to make a meaningful response. Both the signatory Councils and the tangata whenua benefit if the process is as efficient and effective as possible.

- 3.3.2 Consultation involves:

- A genuine invitation to give advice and a genuine consideration of that advice.

- The provision of sufficient information and time for the consulted party to be adequately informed, to appraise the information and make useful responses.
- The party obliged to consult, keeping its mind open, being ready to change and where feasible, seek consensus.

3.3.3 Consultation is not simply informing the tangata whenua of impending actions. The duty is an active one. The Councils must consult early and in good faith, as is implied in the partnership principle and in terms of the signatory Councils' Significance and Engagement Policies. The signatory Councils will continue to consult with the tangata whenua on various matters, particularly at all stages of the preparation and review of policies and plans, and with regard to resource consents as required.

3.3.4 To facilitate consultation the signatory Councils will:

- acknowledge that, in the framework of the relevant legislation the tangata whenua and Māori have status as Treaty Partner, distinct to that of other interest groups and the general public.
- liaise with Te Ao Marama Inc (which represents members of the Iwi authority) via the Kaupapa Taiao Manager.
- take into account environmental management plans prepared by the Iwi authority and consider the need to support the tangata whenua and Māori in the preparation and review of RMA and LGA policies and plans.
- Provide reasonable and appropriate access to relevant data and information,
- Encourage the presentation of views to the Councils who will receive them with an open mind, and following due consideration, provide to the persons presenting those views, information concerning the relevant decision and the reasons for the decisions.

3.3.5 The signatory Councils will, with regard to consultation over resource consents, and subject to the time constraints contained in the RMA:

- ensure that sufficient information is provided by a resource consent applicant on any potential impacts on the tangata whenua;
- encourage applicants to consult with the tangata whenua as part of the assessment of effects, by directing them to Te Ao Mārama Inc;
- develop a procedure for referral of all resource consent applications to Te Ao Mārama Inc so that they may assess which are of concern to them.

3.3.6 The tangata whenua will endeavour to:

- use the consultation provisions in a positive and pro-active way;
- provide, where resources and time allow, clarification on matters of significance to Iwi relevant to the particular proposal or issue;
- identify appropriate contact persons within Iwi who will gather information to ensure that the Councils are kept adequately informed;
- comply with the time constraints which govern the resource consent application process;
- endeavour to respond to LGA consultation processes in a timely manner.

Other Engagement Options

3.3.7 Local authorities have individual versions of a *Significance and Engagement Policy* that should be referred to. In a general sense, engagement options can vary but there are similarities with most Councils opting to use the International Association of Public Participation (IAP2) options spectrum of inform, consult, involve, collaborate, or empower. Any or a combination of those engagement techniques could be used depending on the topic and the interests.

3.4 Hearings and Pre-hearing Meetings

3.4.1 A hearing is a quasi-judicial process which operates under certain constraints. The signatory Councils will encourage consultation before hearings so that a more flexible approach is possible. The signatory Councils will ensure the following are provided for in RMA consent and plan hearings:

- 3.4.1.1 Recognition and provision for tikanga Māori and te reo Māori, where appropriate.
- 3.4.1.2 Appointment of Māori as Hearing Commissioners (where certification under the *Making Good Decisions Programme* has been achieved), where appropriate.
- 3.4.1.3 Protection of information relating to hearings proceedings that is considered sensitive and confidential by the tangata whenua. The information to be protected may go beyond that presented at the hearing.
- 3.4.1.4 Provision of interpreters where necessary (with five working days advance notice).

- 3.4.2 The signatory Councils will promote the use of pre-hearing meetings to address issues of concern to the tangata whenua, and the use of venues, such as Marae, which provide for tikanga Māori.
- 3.4.3 In deliberations and hearings that may be held under the LGA, the signatory Councils will make every effort in terms of venue, resources, and time to ensure that Māori issues are fully canvassed, prior to a decision being made.

3.5 Input into resource consent and RMA plan processes

Protocols for dealing with resource consents and managing input into plan development and decision-making will be prepared/reviewed and be used to guide iwi involvement in those processes.

3.6 Cultural Impact Assessments and Values Reports

Where cultural investigations and reports are required, the Kaupapa Taiao Manager shall be consulted for advice on which group is best placed to assist the local authorities and/or applicants to undertake impact assessments and values reports.



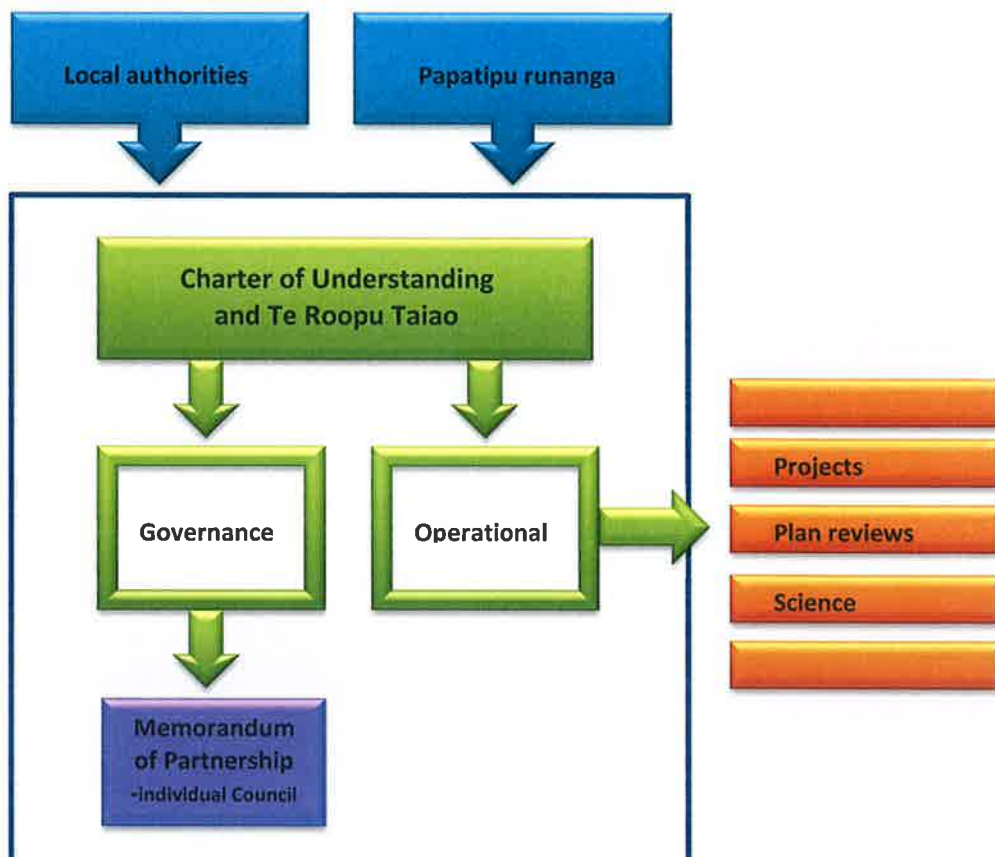
Section 4

Relationship Growth – Moving to Partnership

Relationships such as that envisaged by this Charter can flourish and grow but at the rate or pace that each local authority and tangata whenua are comfortable with. Local authorities that have been in the Charter for a longer period may wish to add to the Charter relationship by developing a partnership component. Recognition of that point in time will be identified by the local authority and tangata whenua, and it will be their choice to seek a further enhancement to their relationship with tangata whenua.

Such a partnership arrangement envisages retention of the Charter membership but offers an opportunity for the individual council to negotiate and prepare an additional but connected Memorandum of Partnership that is unique to that local authority.

The following diagram indicates in a general sense, how the connections work for the Charter and any partnership arrangement.



Section 5

Signatories

Te Rūnaka o Awarua



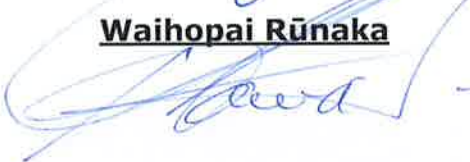
Hokonui Rūnanga



Oraka/Aparima Rūnaka



Waihopai Rūnaka



Clutha District Council

Mayor

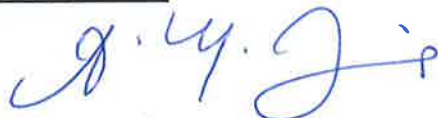


Chief Executive

Environment Southland

Te Taiao Tonga

Chair



Chief Executive



Gore District Council

Mayor



Chief Executive



Invercargill City Council

Mayor

Chief Executive

Otago Regional Council

Chair

Chief Executive

Queenstown Lakes District Council

Mayor

Chief Executive

Southland District Council

Te Rohe Pōtae O Murihiku

Mayor

Chief Executive

Endorsed by Te Rūnanga o Ngāi Tahu

