

MEETING — AGENDA —

Ngā Take

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TAURANGA MOANA / TE ARAWA KI TAKUTAI PARTNERSHIP FORUM

Komiti Whakariterite Kōrero

PF7

Monday, 17 December 2018

Council Chambers

Barkes Corner, Tauranga

10.00am



Te Kaunihera a rohe mai i nga Kuri-a-Whare ki Otamarakau ki te Uru

Tauranga Moana / Te Arawa Ki Takutai Partnership Forum

Panui Notice of Meeting No PF7

Monday, 17 December 2018
Council Chambers, Barks Corner
10.00am

Forum Members:

Reon Tuanau (Tauranga Moana), Joint Chairperson
Tony Wihapi (Te Arawa Ki Takutai), Joint Chairperson

Garry Webber (Mayor)
Mike Williams (Deputy Mayor)
Grant Dally
Mark Dean
Mike Lally
Peter Mackay
Kevin Marsh
David Marshall
Margaret Murray-Benge
John Palmer
John Scrimgeour
Don Thwaites

Carlton Bidois (Ngati Ranginui)
Raiha Biel (Tapuika Iwi Authority)
Tiki Bluegum (Ngai Tamawahariua)
Elva Conroy (Ngati Tuheke)
Matire Duncan / Verna Ohia-Gate (Nga Potiki)
Maria Horne / Liam Tapsell (Ngati Whakaue)
Roland Kingi / Gail Skerrett-White (Ngati Pikiao)
Nessie Kuka (Ngai Tuwhiwhia)
Bob Leef (Ngati Taka)
Wiremu Matthews (Ngai Tamarawaho)
Buddy Mikaere / Rehua Smallman / Pahu Akuhata (Ngati Pukenga)
Riki Nelson (Ngati Te Wai)
Hemi Paki (Ngati Tauaiti)
Julie Shepherd (Te Runanga o Pirirakau)
Maru Tapsell (Waitaha)
Horace Te Moni (Ngati Rangiwewehi)
Kevin Tohiariki (Te Whanau o Tauwhao)
Tania Turner (Ngati Whakahemo)
Manu Wihapi (Tuhourangi)

Media Staff

Miriam Taris

Chief Executive Officer

Western Bay of Plenty District Council



Western Bay of Plenty
District Council

Te Kaunihera a rohe mai i nga Kuri-a-Whare ki Otamarakau ki te Uru

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Tauranga Moana / Te Arawa Ki Takutai Partnership Forum - Terms of Reference

Purpose:

Better outcomes for Māori, a sustainable environment and healthy empowered communities.

Te Pae Tawhiti/Vision:

A district where the environment is protected and enhanced; people and communities are healthy, prosperous and empowered.

Te Kaupapa/Mission:

Our relationship is an "equal partnership" recognising the strength of working together to achieve better outcomes for our communities.

Ngā Tikanga/Principles:

- Courageous, committed, proactive and evolving
- Good faith, mutual respect and understanding
- Effective management / Kaitiakitanga
- Effective governance / Rangatiratanga.

1. Form and Membership

- (a) A Forum shall be established to address issues and leverage opportunities relating to Māori
- (b) Iwi and hapū that have interests within the territorial boundaries of Council are entitled to have one primary representative on the Forum. Should the primary representative be unavailable to attend any meeting, an alternate may substitute and be accorded the same rights as the primary representative.
- (c) His/her Worship the Mayor together with all Western Bay of Plenty District Councillors shall comprise Council representation on the Forum.

2. Selection of iwi and hapū representatives

- (a) Iwi and hapū representatives shall be determined by those iwi and hapū who have representation on the Forum. Iwi and hapū shall advise Council of their respective representatives by providing the following;
 - (i) Minutes of an advertised hui-a-iwi/hui-a-hapū where a resolution was passed appointing a representative to the Forum; or
 - (ii) A letter of appointment from the Chairperson of an iwi or hapū governance entity that has the authority to appoint iwi/Hapū representatives (where such a governance entity exists).
- (b) Once membership on the Forum has been confirmed in accordance with clause 2(a) above, representatives shall be re-validated every three (3) years, at the same time as local body elections and in accordance with the criteria set out in these Terms of Reference. The position of Chairperson shall be decided at the first meeting of a new triennium.

- (c) If iwi/hapū wish to replace their representative on the Forum prior to the end of the three year term of a sitting representative, the process outlined in 2(a) above applies.

NB: If Council is notified that a primary representative for an iwi or hapū has been appointed by way of both 2(a)(i) and 2(a)(ii) and that representative is not the same person, the person appointed by way of 2(a)(i) shall be recognised as the representative for that iwi or hapū.

3. Functions

The Forum shall:

- (a) Develop an annual work programme from Te Ara Mua.
- (b) Monitor the implementation of Te Ara Mua with prioritised actions and identify funding requirements.
- (c) Recommend actions to enhance Māori capacity and capability that will contribute to Council's decision making processes for inclusion in the development of the Long Term Plan.
- (d) Ensure that Council's legislative obligations to Māori are met by providing monitoring and oversight of those obligations (see Schedule B for relevant legislation).
- (e) Build Council understanding about Treaty of Waitangi settlements (including statutory acknowledgments) and identify their implications for Council (including decision making processes).
- (f) Where it deems it necessary, make recommendations to Council and its committees.

4. Meetings

- (a) Official meetings of the Forum shall be held bi monthly. Meetings may be held in the Chambers of Council or at any other venue that the Forum may decide upon.
- (b) His/Her Worship the Mayor shall be the Chairperson for the inaugural meeting of the Forum. Thereafter two Chairpersons, one from Tauranga Moana and one from Te Arawa, shall be selected from among the iwi and hapū representatives at the conclusion of the inaugural Meeting to chair subsequent meetings.
- (c) The role of Chairperson and Deputy Chairperson shall alternate between Tauranga Moana and Te Arawa each meeting. This is to reflect the mana of the respective iwi and hapū that those Chairpersons represent.
- (d) The Chairpersons are invited to participate in the workshops of all Council Committees. The workshops provide an opportunity to give Council direction on important matters. Having iwi and hapu members participate in those workshops enables Council to meet its statutory obligations outlined in Schedule B of these Terms of Reference.
- (e) The Group Manager Policy, Planning & Regulatory Services shall be responsible for resourcing the Forum together with relevant staff members.
- (f) The Forum does not preclude individual iwi or hapū from working with Council on matters of their own concern or from progressing Mana Whakahono-a-Rohe agreements in accordance with the Resource Management Act, nor does it preclude iwi and hapū representatives or Council representatives from holding workshops outside of official meetings of the Forum on issues specific to an iwi, hapū and whānau.
- (g) The members of the Forum may agree to appoint representatives from among their membership to external representation forums (such as the SmartGrowth Combined Tangata Whenua Forum).

- (h) Agenda material that is specific to the kaupapa of the Forum can be provided by either iwi and hapū or Council.

5. Quorum

In order to ensure the validity of proceedings at a meeting, the minimum number of attendees required is 50% Elected Members and 50% iwi and hapū representatives. Resolutions of the Partnership Forum (except those covered by the Dispute Resolution clause at 8 below) shall be passed if a majority of members are in favour.

6. Dispute Resolution

- (a) In the event that a dispute arises in terms of the meaning/operation of these terms of reference the members will resolve the matter amongst themselves.
- (b) In the event that a dispute arises in terms of the decision making powers of the Partnership Forum the members will resolve the matter amongst themselves.
- (c) Disputed issues under 8(a) and 8(b) above, shall be put to the Forum as a resolution to be voted on. The resolution is passed if it is supported by at least 80% of the members.
- (d) Dispute resolution processes shall take account of Ngā Tikanga/Principles of these terms of reference.

7. Review of Terms of Reference

The Māori Relationships and External Adviser and the Workforce Development and Cultural Adviser accept the responsibility for reviewing the Terms of Reference and recommending updates as deemed necessary. The Forum must agree to any changes to the Terms of Reference.

Agenda for Meeting No. PF7

		Pages
	Present In Attendance Apologies	
PF7.1	Minutes of Meeting No. PF6 of the Tauranga Moana / Te Arawa Ki Takutai Partnership Forum Held on 20 November 2018	7-11
	<p>A copy of the minutes of Meeting No. PF6 of the Tauranga Moana / Te Arawa ki Takutai Partnership Forum held on 20 November 2018 is attached.</p> <p>Recommendation</p> <p><i>THAT the minutes of Meeting No. PF6 of the Tauranga Moana / Te Arawa Ki Takutai Partnership Forum held on 20 November 2018 are confirmed as a true and correct record.</i></p>	
PF7.2	Marae and Civil Emergencies	
	<p>Representatives from Civil Defence Emergency Management will be in attendance to present to the Partnership Forum regarding Marae and civil emergencies.</p>	
PF7.3	Tahataroa	
	<p>Julie Shepherd (Te Runanga o Pirirakau) and Gary Allis (Deputy Chief Executive of Western Bay of Plenty District Council) will be in attendance to speak to the Forum regarding Tahataroa.</p>	
PF7.4	TUIA Leadership Programme	
	<p>Cale Borrell will be in attendance to speak to the Partnership Forum regarding the TUIA Leadership Programme.</p>	
PF7.5	Partnership Engagement Agreements	12-30
	<p>Attached is a report from the Māori Relationships and Engagement Advisor dated 4 December 2018.</p>	

Western Bay of Plenty District Council

**Minutes of Meeting No. PF6 of the Tauranga Moana / Te Arawa
Ki Takutai Partnership Forum held on 20 November 2018
in the Council Chamber, Barks Corner
commencing 10.00am**

Present

Iwi Representatives

Anthony Wihapi (Ngati Moko) (Co-Chairperson), Reon Tuanau (Ngai Te Rangi) (Co-Chairperson), Raiha Biel (Tapuika Iwi Authority), Tiki Bluegum (Ngai Tamawhariua), Elva Conroy (Ngati Tuheke), Matire Duncan (Ngā Potiki), Maria Horne / (Ngati Whakaeu), Roland Kingi (Ngati Pikiāo), Nessie Kuka (Ngai Tuwhiwhia), Bob Leef (Ngati Taka), Riki Nelson (Ngati Te Wai), Julie Shepherd (Te Runanga o Pirirakau), Kevin Tohiariki (Te Whanau o Tauwhao), Tania Turner (Ngati Whakahemo) and Manu Wihapi (Tuhourangi)

Councillors

His Worship the Mayor G J Webber (Deputy Chairperson), G Dally, P Mackay, K Marsh, D Marshall, M Murray-Benge, J Palmer, J Scrimgeour, D Thwaites and M Williams

In Attendance

R Davie (Group Manager Policy, Planning and Regulatory Services), G Allis (Deputy Chief Executive), P Tapsell (Workforce Development and Cultural Advisor), C Nepia (Māori Relationships and Engagement Advisor), L Nind (Governance Advisor) and M Parnell (Governance Advisor)

The Chairperson opened the meeting and invited Manu Wihapi to provide karakia and Mayor Webber to open the meeting with a mihi.

Apologies

An apology for lateness was received from Councillor Grant Dally and apologies for absence from Councillors Mark Dean and Mike Lally, and Members Carlton Bidois (Ngati Ranginui), Buddy Mikaere (Ngati Pukenga) and Hemi Paki (Ngati Tauaiti).

Resolved: Councillor Marsh / Member Kingi

THAT the apology for lateness was received from Councillor Grant Dally and apologies for absence from Councillors Mark Dean and Mike Lally, and Members Carlton Bidois (Ngati Ranginui), Buddy Mikaere (Ngati Pukenga) and Hemi Paki (Ngati Tauaiti) be accepted.

9.34am Councillor Dally joined the meeting.

PF6.1 **Minutes of Meeting No. PF5 of the Tauranga Moana / Te Arawa Ki Takutai Partnership Forum Held on 2 October 2018**

The Tauranga Moana / Te Arawa Ki Takutai Partnership Forum considered the minutes of meeting no. PF5 of the Tauranga Moana / Te Arawa Ki Takutai Partnership Forum held on 2 October 2018 as circulated with the agenda.

Resolved: Mayor Webber / Tania Turner

THAT the minutes of the Tauranga Moana / Te Arawa Ki Takutai Partnership Forum meeting PF5 held on 2 October 2018 be confirmed as a true and correct record.

In response to a question regarding the consent regarding the eastern stormwater catchment, staff advised that consultation for the project was underway and resource consent would be applied for with the Bay of Plenty Regional Council in the next three months.

In response to a matter before the Waitangi Tribunal, the Forum Members agreed that they would wait until the Tribunal had made a decision regarding the matter before making their view on the matter publicly known.

Regarding the Tangata Whenua workshop that afternoon, Members asked to speak about the following topics:

- 2019 elections
- Allowing the Chairpersons to appoint alternates to workshops of Council and its Committees when the Chairperson was unavailable.

PF6.2 **Marae Sustainability Initiatives Fund Update**

The Partnership Forum considered a report from the Māori Relationships and Engagement Advisor dated 20 November 2018 as circulated with the agenda.

The Chairperson commended staff on their policy regarding Marae. The Māori Relationships and Engagement Advisor spoke to a tabled powerpoint presentation and updated the Forum Members of the projects that they had been able to complete since 2014. He confirmed the criteria for the

fund and asked for feedback from Forum Members as to whether the criteria could be updated to include buildings adjacent to the Marae such as Kaumatua housing. He also advised of other funding opportunities and the Marae toolkit.

In discussing the document, the following points were made:

- The matter of Kaumatua housing required further workshopping.
- It was helpful to know about other forms of funding available to Marae.
- Building resilience into Marae for Civil Defence purposes needed to be discussed further. Upgrades could include but were not limited to making sure kitchens ran on gas and had tanks onsite for water.

In response to questions, the Māori Relationships and Engagement Advisor advised as follows:

- The Oranga Marae fund was purposed for the revitalisation of Marae.
- Appendix Two was referenced regarding the content of the Marae toolkit including the proposed content of the toolkit, which included Governance training and information, civil defence, Takawaenga staff information and funding, compliance, rates and technology information.
- Marae Committees would be consulted with regarding the scope of the Marae toolkit and feedback regarding this would be brought back to this Forum.
- The Policy Committee was developing a Communities Strategy including but not limited to cemeteries and Urupā. A review of local cemeteries and Urupā was being undertaken to measure capacity within the Western Bay of Plenty District and Tauranga City Councils. The process would include public consultation.

Forum Members gave updates regarding the revitalisation that had taken place at their Marae as a result of the Marae Sustainability Initiatives Fund.

Resolved: Member Kuka / Councillor Williams

THAT the Māori Relationships and Engagement Advisor's report dated 20 November 2018 and titled "Marae Sustainability Initiatives Fund Update" be received.

Resolved: Mayor Webber / Member Horne

THAT the Partnership Forum reviews the criteria of the Marae Sustainability Initiative fund at its next workshop. The review includes but is not limited to a focus on resilience.

Resolved: Members Bluegum / Turner

THAT the Takawaenga team send an annual letter to Marae secretaries advising them of the Marae Sustainability Initiative Fund.

PF6.3

Te Ara Mua Nga Kaihoe (Work Programme) Update

The Partnership Forum considered a report from the Māori Relationships and Engagement Advisor dated 20 November 2018 as circulated with the agenda.

The Chairperson described Te Ara Mua Ngā Kaihoe as a constitutional document that set the direction of this Forum. The Workforce Development and Cultural Advisor spoke to a tabled powerpoint presentation and gave an update on the information contained within the report.

The Forum Members discussed the following:

- The Council was commended for its reasonable and generous budget consideration of Mana Whakahono ā Rohe
- Regarding the Māori language phone app, Members advised of other apps available that could be helpful for development.
- It was good to see that a papakainga development had taken advantage of Councils policy that reduced financial contributions for papakainga on multiple owned Māori land.

In response to questions, staff advised as follows:

- The Takawaenga team was looking to fund one project at this stage to get some experience and set precedent for future projects.
- Regarding the Healthy Whare project, Council had expressed a desire to use the model created for Maketu to identify other communities that could benefit from the same community led approach, and was currently working with another community in the rohe.
- It was clarified that 40.38% of voters voted **ON** the Māori Ward issue and that 78.09% **OF THOSE VOTERS** voted against a Māori Ward not that 78.09% of all voters voted against it.
- Shad Rolleston was looking into models of hapū representation that might better serve this rohe while also upholding hapū autonomy and the mana of each hapū / iwi to bring their own representation to consultation processes.
- There was some funding available for hapū who would like to geomap their heritage sites and site of cultural significance.
- The proposed Council internship sought to bring Māori alongside Council to better understand the legislation and processes Council was required to adhere to.
- Hapū applications were open for next years internship with the Mayor completed by Cale Borrell in 2018.
- The Making Good Decision course was an excellent resource that Council had committed to funding two people per year for, but had not yet received applications from Forum Members. Anyone who successfully completed the course could make themselves available to any Council as a Commissioner. The Western Bay of Plenty District Council had a list of approved Commissioners that they used, many of who had experience in Tangata Whenua matters.

Resolved: Members Shepherd / Horne

THAT the Māori Relationships and Engagement Advisor's report dated 20 November 2018 titled Te Ara Mua Ngā Kaihoe (Work Programme) Update be received.

PF6.4

Capital Projects Update

The Workforce Development and Cultural Advisor, Māori Relationships and Engagement Advisor and Deputy Chief Executive were in attendance to update members on capital projects throughout the rohe. The Deputy Chief Executive spoke to the tabled powerpoint presentation.

In response to questions, staff advised as follows:

- The septic tank installed for the Ongare Point Wastewater Scheme was a kilometre from the river.

11.35am

Member Tuanau left the meeting.

- The Omokoroa Domain project was well underway. Consultation had taken place, including with the people from Matakana Island as the users of the ferry service and with Pirirakau and Ngati Taka. The concept plan was available on the website and had been adopted by Council but work had not yet begun. Members Bidois and Shepherd had been working with the project team regarding cultural interpretation and recognition elements in the built in and natural environment.
- The current phase of the Omokoroa road works was nearly completed and the next phase would be starting shortly after.
- Discussions were taking place about the upgrade of facilities on Matakana Island.

11.41am

Member Tuanau re-joined the meeting.

Resolved: Mayor Webber / Member Roland

THAT the staff presentation regarding Capital Projects Update be received.

Western Bay of Plenty District Council

**Tauranga Moana / Te Arawa ki Takutai
Partnership Forum**

Partnership Engagement Agreements

Purpose

This report presents revisions made to the draft Partnership Engagement Agreements template following a workshop involving the Tangata Whenua members of the Partnership Forum on 20 November 2018.

Recommendation

- 1. THAT the Māori Relationships and Engagement Advisor report dated 4 December 2018 and titled Partnership Engagement Agreements be received.**
- 2. THAT the template Partnership Engagement Agreement attached to this document be adopted and used by Council when working with iwi and hapū on Council projects**



Chris Nepia
Māori Relationships and Engagement Advisor

1. Partnership Engagement Agreement

The first draft of the template Partnership Engagement Agreement was presented to the Partnership Forum at a meeting held on 2 October 2018. At that meeting the Tangata Whenua members of the Partnership Forum requested that they be given more time to consider the draft document and to provide feedback and/or suggested changes.

A workshop was arranged following the formal meeting of the Partnership Forum on November 20. At that workshop and via subsequent feedback, the Māori Relationships and Engagement Advisor received input from the members on the document which has been added into a draft Partnership Agreement Template (the final draft) which is attached to this report (Appendix One). The suggested amendments have been highlighted but in summary they provide –

- A new principle of “mana whenua” which aims to acknowledge the rights of those iwi and hapū who occupy a particular area and have continuously done so;
- A commitment from iwi and hapū to provide Council with an agreed approach to monitoring, engagement and report writing;
- A revised hourly rate as it relates to preparing for and attending meetings; and
- An annual adjustment of agreed rates pinned to the Consumer Price Index.

As stated in the report provided to the October Partnership Forum, the final draft will provide consistency in the way that Council provides for and recognises Tangata Whenua engagement on Council projects. Although the final draft includes a section on cultural monitoring, these agreements are not solely for cultural monitoring but provide the foundation of a working relationship between Council and iwi/hapū, entered into on a project by project basis.

Given the opportunities to provide feedback through the process of coming to the final draft and that there is a review process within the final draft itself, this report seeks the approval of the Partnership Forum to adopt the final draft as the template document that Council will use when working with iwi/hapū on a project.



Partnership Engagement Agreement

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Purpose

This agreement provides Western Bay of Plenty District Council (**Council**) and [**name of relevant iwi/hapū**], with a framework to work collaboratively as equal partners on [**name of project**].

The Partnership shall be referred to as [**name of project group**]. [**name of project group**] is committed to engaging and working in the spirit of good faith and cooperation based on the relationship principles listed below. It is a [x month] term agreement renewable upon agreement by [**name of project group**].

We encourage developers engaging in their private projects to adopt the practices contained within this agreement, if they have not agreed to a similar practice.

Mana

Recognition and respect of the mana and authority of those operating under this protocol.

Whakapono

Acting with integrity, respect and being open and transparent.

Whanaungatanga

Fostering meaningful relationships and being respectful of different perspectives.

Kōrero ā kanohi

Engaging on issues face to face; being upfront and honest.

Rangatira ki te Rangatira

Recognising respective leaders and involving key decision makers where and when appropriate.

Kaitiakitanga and Te Ao Māori

Providing for kaitiakitanga; valuing mātauranga Māori; integrating Tikanga and Te Reo Māori where appropriate.

Kotahitanga

Meeting agreed milestones; seeking solutions and looking for ways to mitigate challenges.

Mana whenua

Recognising the mana of iwi and hapū who practice ahi kaa in their rohe (tribal boundaries). Ahi kaa signifies that an iwi/hapū has a permanent presence in a rohe and has continuously worked to meet their obligations as the holders of mana in that area.

Relationships

[**name of project group**] acknowledge the importance of building and maintaining enduring relationships to give effect to this agreement. The Treaty landscape has elevated the importance of Tangata Whenua and their relationship to Te Ao Māori (Māori worldview), Te Ao Wairua (the spiritual realm) and Te Taiao (physical and natural environment). Recent Resource Management Act reforms provide impetus for Councils to enhance Tangata Whenua participation in Resource Management Act decision-making processes. Aside from legal responsibilities to Māori, there is a collective aspiration to do the right thing.

Agreement scope

This agreement covers the following:

Provide bullet point information on the project(s) or work that is covered by this agreement

Pre-requisites for iwi/hapū representatives

Iwi and hapū can have a maximum of two mandated representatives on [**name of project group**] that will have the requisite skills and experience to enable effective participation. They must be able to engage appropriately with Council. Where there is more than one iwi/hapū as a party to this agreement Council will support those iwi/hapū having input into the project when it comes to engagement, monitoring and reporting. Those iwi and hapū will have particular regard to the principle of Mana Whenua as outlined in this agreement and will agree among themselves to the following –

- Provide Council with an agreed position relating to cultural monitoring and the outcomes reported back;
- Provide Council with agreed reports on the project, such as Cultural Impacts Assessments or other iwi/hapū reports generated under this agreement;

Pre-requisites for Council representatives

A maximum of two representatives will be assigned to [**name of project group**] on behalf of Council. In addition to technical, planning and policy capability, they will also possess the requisite skill and experience in Māori engagement or be respectful of the importance of engaging appropriately with Māori.

[name of project group] representatives	
HAPŪ/IWI	Mandated representative
COUNCIL	Authorised representative

Remuneration

Iwi/hapū shall be remunerated at a rate that is fair and equitable and consistent with Council charge out rates, consultant or contractor fees. Refer to Appendix 3.

Roles and Responsibilities

[name of project group] will commit to:

- (a) Recognising and providing for the relationship, culture and traditions of iwi/hapū to their ancestral lands, water, sites, waahi tapu and other taonga.
- (b) Ensuring relevant and timely communication occurs to keep the partners sufficiently informed.
- (c) Providing up to date information and technical expertise in a timely and appropriate manner.
- (d) Developing collaborative and innovative solutions to issues and challenges.
- (e) Remunerating hapū fairly and in a timely manner.
- (f) Respecting Te Ao Māori.

Mandated iwi/hapū representatives will commit to:

- (a) Attending monthly meetings (as agreed).*
- (b) Reviewing and assessing relevant technical information (as agreed and within reasonable timeframes).
- (c) Providing cultural advice, input and responses (as agreed).
- (d) Whakanoa, blessings and ceremonies (as appropriate).
- (e) Managing cultural monitors and/or hapū sub-contractors.
- (f) Advising on hapū Discovery Protocols (refer Appendix 2).

* Please refer to Appendix 4 for the proposed consultation schedule.

Term

This agreement is effective from the date signed by all mandated representatives from **[name of project group]**. Refer signatures and dates below

Review

If applicable, this agreement shall be reviewed six-months following the date signed. The review shall be carried out by a person or group agreed to by **[name of project group]** and reported back to **[name of project group]** one month following the review.

The review will assess how the Partners are giving effect to the relationship principles and may include (but shall not be limited to) the following:

- Are the costs and services fair and reasonable?
- Are partners meeting agreed milestones and timeframes?
- Is Tikanga, Te Reo and mātauranga being valued and respected?

Following the review, **[name of project group]** will consider whether to amend and/or extend the agreement.

Disputes

Should any issues arise from this agreement, **[name of project group]** will work in good faith to resolve the issues.

[name of project group]

Signature: Date:
Iwi/hapū representative

Signature: Date:
Iwi/hapū representative

Signature: Date:
Western Bay of Plenty District Council representative

Appendix 1: Background to project

Provide a summary of the background to the project(s) or work that is covered by this agreement, including the steps that have lead to this work being undertaken.

Appendix 2: Cultural and discovery guidelines

These provide for the protection of sites of historic heritage values, koiwi (human skeletal remains) and taonga tuturu (artefacts).

When to use cultural monitors

- When it is a justifiable recommendation in a cultural impact assessment (CIA) (please see Appendix One for further information on CIA's); or
- When it is a condition of a consent e.g. if there are known significant sites; or
- When earthworks are within 100 metres of a registered archaeological site or a site of significance; or
- Upon the recommendation of a qualified archaeologist who is familiar with the area where the earthworks shall be carried out; or
- Upon justifiable recommendations from the hapū as a result of pre planning with mandated representatives of the iwi, hapū or runanga entity or from the relevant iwi/hapū Management Plan; or
- If during the course of the project, accidental discovery identifies that cultural monitoring needs to be undertaken;

Only one of the above conditions may prompt the need for a cultural monitor, however in many cases, a number of these conditions will apply.

Cultural Monitoring process

1. Roles

Iwi/hapū representative(s)	Contact person(s) for the relevant iwi/hapū, usually responsible for resource management matters.
Project manager	Contact person responsible for managing the earthworks project, usually a Council staff member or contractor.
Contractor	Person(s) responsible for undertaking earthworks project.

Iwi/hapū Cultural Monitor

The Cultural Monitor will be appointed by the relevant iwi/hapū and their role on site is as Kaitiaki i.e. guardians of 'Te Ao Māori'. As Kaitiaki their duty is to

observe activities which affect their culture. They will make observations of earthworks, in particular top soil stripping and environmental observations.

Project Manager

The Project Manager will be determined by Council or its contractor. They will confirm details of the earthworks to be undertaken including project scope/details, location, number of work faces and timeframes. The Project Manager and the iwi representatives will agree the terms and timeframes for cultural monitoring including the number of cultural monitors required by reference to the nature and scale of the Project as well as the risk of uncovering an archaeological find.

The Project Manager will endeavour to notify the Cultural Monitor if work will not be occurring the day prior. However, if the Cultural Monitor has not been notified and is on site or if it is decided work on site cannot be carried out for any reason (i.e. bad weather or breakdown of machinery) then the Cultural Monitor will be paid for the equivalent of two (2) hours work.

Contractor

The Contractor will ensure that ten (10) working days notice is given to the relevant iwi/hapū prior to the commencement of excavations. The iwi/hapū will be responsible for the attendance of the Cultural Monitor.

The Cultural Monitor is to record daily their start and finish times when they are on site and record what was observed. The Contractor shall sign time sheets on a weekly basis. This information is to be supplied and included with any claim for payment.

Project Archaeologist

The Project Archaeologist is responsible for fulfilling his or her obligations in the event of discovery of Koiwi Tangata or Taonga Tuturu in accordance with the conditions of any Heritage New Zealand Authority and more generally in accordance with the Heritage New Zealand Pouhere Taonga Act 2014 and the Protected Objects Act 1975.

2. Monitoring

Areas of special interest

A plan may be prepared by the mandated iwi/hapū representatives outlining areas of special/cultural interests. Prior to commencing earthworks the Cultural Monitor may identify to all persons on the site:

- (a) Where there are culturally sensitive areas (if known);
- (b) Provide pre-works induction if necessary;
- (c) Iwi/hapū specific requirements (if any).

Archaeology

The level of monitoring under taken by the iwi/hapū (and the number of

cultural monitors required for the Project) will reflect the risk of uncovering archaeological evidence. Areas of special interest will require a more intensive level of monitoring, whereas deep excavations in low risk will only need low levels of monitoring.

Whakanoa

Before earthworks commence the iwi/hapū will agree a kaumatua to carry out a whakanoa ceremony for the removal of tapu. The Contractor and kaumatua will liaise prior to any work proceeding. Should Koiwi Tangata or any significant archaeological discovery be uncovered during the Project then iwi/hapū have the right to request a whakanoa ceremony and shall again agree a kaumatua for this purpose.

Discovery of Taonga Tuturu

Immediately following any discovery, the Contractor will cease all excavations and comply with any and all relevant protocols, plans (including iwi/hapū management plans, treaty settlement provisions or relevant Court directions), as well as consent conditions and authorisations from:

- Heritage New Zealand,
- Western Bay of Plenty District Council,
- Bay of Plenty Regional Council.

The Contractor shall immediately advise the Project Manager of any find who will immediately advise:

- The engineer to the contract,
- Council representatives,
- Iwi/hapū representatives,
- The Project Archaeologist,
- Heritage New Zealand.

Work in the immediate vicinity of the find may only resume with the approval of the Project Archaeologist monitoring the site in consultation with the Cultural Monitor.

Initially the Project Archaeologist will have control of and responsibility for any Taonga Tuturu recovered from the site. The Protected Objects Act 1975 details the procedures relating to determining ownership of any Taonga Tuturu discovered.

The Project Archaeologist will record the archaeological materials and any artefacts and will notify the Ministry for Culture and Heritage on the prescribed form of the finding of any Taonga within twenty-eight (28) days of the completion of the fieldwork.

In the event of the discovery of Taonga Tuturu the Tauranga Heritage Collection is the legal repository for the region in regards to fulfilling the requirements of the Protected Objects Act 1975, under the Ministry of Culture and Heritage.

This responsibility requires the Tauranga Heritage Collection to store and maintain newly found items recovered from controlled excavation and fieldwork throughout the Western Bay of Plenty sub-region on behalf of the Ministry until the Ministry has been able to determine custodianship.

If there is an opportunity for iwi/hapū to apply to be a legal repository under the Protected Objects Act 1975, the iwi/hapū reserves the right to apply for that status and if granted will be the legal repository for the purposes of these protocols.

Securing a Find Site "the immediate vicinity"

Should a find be unearthed, the find site and immediate vicinity around a discovery shall be made secure. The area of the immediate vicinity will be defined by the Contractor, Project Archaeologist and Cultural Monitor and will include any area considered to have high probability of containing archaeological features similar to those found at the discovery site, and that warrant careful investigation. The immediate vicinity may also include an area the Contractor determines is necessary as a safety buffer zone separating those investigating or retrieving archaeological features or material and those carrying out other construction activities, to provide an acceptable level of safety to all persons, and to the features or materials. The Contractor will then take steps to make safe and secure the immediate vicinity including using stakes and tape to restrict access to the find site.

To improve security of the find, or access to the find, the Contractor will assist with any reasonable requests made by the Cultural Monitor.

The Project Archaeologist in accordance with the Heritage New Zealand Pouhere Taonga Act 2014 will record all archaeological information. A copy of the report shall be given to the iwi/hapū within six months (6) of project completion and within two months (2) a summary of the report be presented to the iwi/hapū by the Project Archaeologist. Council will pay for the cost of this work.

Discovery of Koiwi Tangata

If skeletal remains (Koiwi Tangata) are uncovered, then the site is an archaeological site in terms of the Heritage New Zealand Pouhere Taonga Act 2014 and the relevant provisions of that act will apply.

The site and features along with Koiwi Tangata contained within them will be treated in accordance with the conditions of the relevant Heritage New Zealand authority to disturb, modify, or destroy the site. If no such authority exists at the time of the discovery, then one shall be obtained before the site is further modified.

Immediately upon discovery of any Koiwi Tangata, the Contractor will cease all excavation of:

- that "Area of Special Interest", or
- within "the immediate vicinity" of the find.

The Contractor shall immediately advise the Project Manager who will immediately advise the following:

- The engineer to the contract.
- Council representatives.
- Project Archaeologist.
- Iwi/hapū representatives.
- Heritage New Zealand.
- Ministry of Health
- The New Zealand Police (Māori Liaison)

This is a requirement of Section 14 of the Coroners Act 2006. The Police will report the findings to the nearest coroner in accordance with Section 20 of the Coroners Act 2006 to "give any directions the Coroner thinks fit about removal of a body". Section 42 of the Coroners Act 2006 empowers the Coroner to release the body to family members.

Within four hours of notice being given by the Contractor to the nominated Iwi/hapū representatives of Koiwi Tangata having been discovered, the nominated iwi/hapū representative will respond to the Contractor on how to proceed. Any cultural ceremonies that are needed will be completed within twenty-four (24) hours of the notice being given to the nominated iwi/hapū representative.

The Iwi/hapū will carry out the appropriate cultural ceremonies at the site. Once these ceremonies are completed, the Project Archaeologist, in consultation with Police and the Iwi/hapū will first inspect the Koiwi Tangata to determine their likely age and then recover them.

The Police and/or the Coroner will be responsible for any remains that they take for testing. The Iwi/hapū will liaise directly with the Police and/or Coroner regarding what will happen to the remains once any pathology tests are completed.

Provided there are no conditions in the relevant Heritage New Zealand authority to the contrary, and that the Police and Coroner have no objection, the Iwi/hapū will collectively determine what will happen to the Koiwi Tangata and where they will be reburied, should they wish to do so. One of the Iwi representatives will communicate their decision to the Project Manager.

The Project Archaeologist will record details of the Koiwi Tangata burial only if the Iwi/hapū wishes this to occur. Any records made will be held in accordance with the wishes of the Iwi/hapū.

A rahui will prevail between the time of the initial discovery of human remains and 24 hours after the remains have been removed either by the Police or by the Iwi/hapū. During this time, all excavations of the "Area of Special Interest" will cease unless the nominated representatives of the Iwi/hapū

advise otherwise.

In the unlikely event, that Iwi/hapū do not respond to the notice of the discovery within 24 hours the Council may proceed with the investigation recovery and reburial of the remains in consultation with the Project Archaeologist, the Coroner, Police, and Heritage New Zealand. In these circumstances, excavations of Areas of Special Interest may resume once the remains have been removed from the site. The Project Archaeologist in accordance with the Heritage New Zealand Pouhere Taonga Act 2014 will record all archaeological information.

3. Responsibilities

Project Manager

The Project Manager is responsible for:

- Ensuring the provision of personal protective equipment (high visual vests, hard hats and wet weather gear) for the Cultural Monitor;
- The Contractor (and all other relevant site staff) being aware of the role of the Cultural Monitor;
- Ensuring that the Cultural Monitor is provided with a comprehensive site health and safety induction and conforms to the requirements;
- The observance of the cultural and discovery guidelines included within these protocols;
- The observance of the archaeological authority;
- Payment of invoices rendered by the mandated Iwi/hapū representatives/ Cultural Monitor.

Iwi/hapū representatives

Are responsible for ensuring:

- That appropriate mandate is in place to operate under these protocols
- That the Cultural Monitor is appropriately trained to be able to competently undertake the role;
- That the Cultural Monitor is provided with a suitable pair of steel capped boots
- Invoices are prepared as required;
- Whakanoa are arranged as required and appropriate tikanga/kawa observed;
- Incoming payments from Council are processed and Cultural Monitor paid;

Cultural Monitor

The Cultural Monitor is responsible for:

- Monitoring on site earthworks to ensure cultural protection occurs;
- Working closely with the Project Archaeologist and Contractor;
- Complying with all health and safety requirements while on site;
- Understanding the Heritage New Zealand archaeological authority

conditions;

- Observing and implementing on behalf of their respective iwi/hapū, where required, the cultural and discovery guidelines included within this agreement.

Note: the Cultural Monitor shall be answerable to the Project Manager while on site.

Contractor

The Contractor is responsible for adhering to:

- The cultural and discovery guidelines included within this agreement;
- All site health and safety requirements;
- Conditions of any Heritage New Zealand archaeological authority;

Heritage New Zealand

Heritage New Zealand is responsible for fulfilling its statutory obligations in the event of the discovery of Koiwi Tangata and/or Taonga Tuturu, as appropriate.

4. Disputes

Any cultural disputes between iwi and/or hapū arising from the operation of these protocols or during the course of in-field activities, will be dealt with at a hui between representatives of the iwi or hapū who will work to resolve the issue. Any agreement determined through a hui of these representatives will be adhered to.

Should any issues arise between Council, the Project Manager, the Contractor and iwi/hapū from these protocols, the parties will work in good faith to resolve the issues.

5. Fees and charges

Please see Appendix 3

Appendix 3: Fee and service schedule for iwi/hapū

Principles

- [name of project] is a collaborative project between Council and the iwi/hapū and as such consultation is occurring through the [name of project group] for which participation fees shall be paid to the iwi/hapū.
- [name of project group] shall use any operative Iwi or Hapū Management Plan or Mana Whakahono ā Rohe agreement for the iwi/hapū who are parties to this agreement as the base information for iwi/hapū opinion.
- Iwi/hapū remuneration must be consistent with Council charge out rates, consultant or contractor fees.
- One partnership contribution fee is to be paid per iwi/hapū representative that attends.
- Costs are inclusive of GST if applicable.
- Payments are to be made to the relevant hapū after receipt of an official invoice, and/or delivery of agreed service/output.
- The hapū is responsible for relevant tax administration (IRD, GST etc.).
- The fees provided for in this agreement will be adjusted in accordance with the Consumer Price Index on an annual basis (where relevant).

Fees are payable to hapū for the following:

- Partnership contribution (formerly referred to as meeting fees).
- Ceremonies, whakanoa and blessings including attending koiwi or other archaeological finds
- Cultural impact assessments or similar report(s).
- External advice (where hapū consider advice, other than from the technical team, is necessary to inform their participation).
- Cultural monitoring during Archaeological and Geotechnical site assessments and Construction Earthworks

Table 1: Partnership Contribution	
Scope of Service	Hourly rate (inclusive of GST if applicable).
<ul style="list-style-type: none"> • Ensuring mandated representatives attend planned/agreed monthly meetings as described in Appendix 4. Based on a maximum meeting time of 2 hours unless arranged or confirmed prior. • Reading, absorbing and understanding any pre-meeting documents including reports, agendas or other. This assumes a maximum 1-2 hours. • Where deemed necessary and by agreement 	<p>\$145.00 per hour for each iwi/hapū representative in attendance (noting maximum 2 representatives per iwi/hapū).</p>

<p>between the parties, iwi/hapū can seek the opinions and knowledge of other members of their iwi/hapū and research documentation to assist in their response on the projects. In the latter case the monthly invoice shall record the work/hui that was undertaken and the hours that it required.</p> <ul style="list-style-type: none"> • Based on the circulated material and presentations and discussions at the monthly hui provide feedback and opinion on how the relationship, culture and traditions of hapū to their ancestral lands, water, sites, waahi tapu and other taonga are recognised and provided for as they relate to the various elements of the project. • Providing de-briefing information to the regular hapū hui. • In total iwi/hapū representatives are entitled to be paid 4 hours to prepare for and attend agreed monthly meetings unless the parties agree to additional hours. 	
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More detailed Scope of Service¹	Fees and Remuneration
<p>This table will further detail the work involved in the project and the input needed from iwi/hapu to carry out the project, included a more detailed break down</p>	<p>[x] hours per person</p> <p>[x] hours per iwi/hapū</p> <p>=\$[x]</p>

Additional Negotiated Fees

¹ These estimates have been based on an assumption of two representatives per iwi/ hapū attending each meeting of [**name of project group**]. The amount paid to each iwi/hapū will be adjusted accordingly to reflect actual attendance.

Table 2: Fees and charges – cultural services	
Description	Comments
Pre agreed, ceremonies, whakanoa and blessings including attending koiwi or other archaeological finds.	\$500 per service paid to only one hapū. Hapū collective to advise who receives the payment. If catering is required that shall be separately planned and invoiced.
A Cultural Impact Assessment or other similar report reflecting the views of an iwi/hapū. Where more than one iwi/hapū is involved in the project, one Cultural Impact Assessment will be commissioned by/on behalf of all those iwi/hapū.	To be to an agreed scope, author(s), timeframe and time /cost.
External advice (where hapū consider advice other than from the technical team, is necessary to inform their participation).	Considered and agreed on a case by case basis and paid for by the relevant authority (Council)
Cultural monitoring during Archaeological and Geotechnical Site Assessments and Construction Earthworks.	Fixed rate of \$65 per hour for one on-site monitor. In the case of multiple sites being operated additional monitors shall be agreed. The monitors shall record their daily times that they are on-site and a record of what was observed. This information is to be summarised in the invoice provided to the [name of project group] team for payment.