



# AUCKLAND PRISON (FAST-TRACK) EXPANSION

Prepared by Te Rūnanga o Ngāti Whātua for Boffa Miskell Limited

Dated: 23 March 2026

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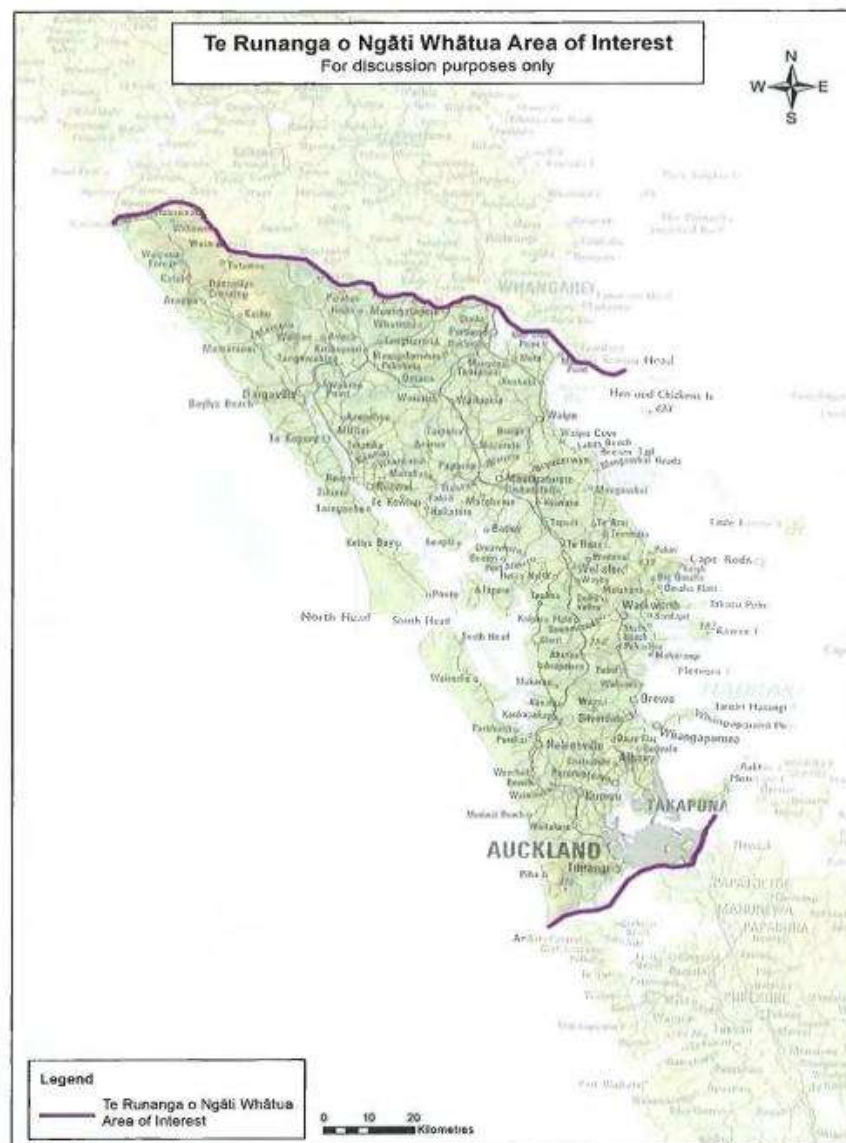
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## Part A

### 1. Background

Ngāti Whātua is a confederation of autonomous whānau and hapū connected through tātai whakapapa and long-standing association over time. The term Ngāti Whātua generally refers to the descendants of Haumoewarangi and Tuperiri, and more specifically to the confederation of four tribes whose rohe extends between Hokianga Harbour and Tāmaki Makaurau (Auckland). These tribes are Te Taoū, Te Uri o Hau, Ngāti Whātua Ōrākei, and Te Roroa.

Te rohe o Ngāti Whātua is described as: Mai te awa o Tāmaki ki Manāia i te marangai, mai te awa o Tāmaki ki Maunganui i te uru. From the Tamaki estuary to Manāia on the east coast and from the Tamaki estuary and Otahuhu Portage along the northern Manukau Moana shoreline to Maunganui on the west coast.



Te Rūnanga o Ngāti Whātua (Te Rūnanganui) was constituted under the Te Rūnanga o Ngāti Whātua Act 1988 and is a Māori Trust Board under the Māori Trust Boards Act 1955. It is the representative body and authorised voice for the Ngāti Whātua confederation.

Te Rūnanganui holds a:

1. Crown-recognised [Deed of Mandate](#) (**Appendix 2**),
2. An [Agreement in Principle](#) with the Crown (**Appendix 3**), and
3. Is required to operate in accordance with its Charter (**Appendix 4**)<sup>1</sup>.

It is currently in the process of settling its Waitangi Tribunal claim WAI303, including its historical account. For that reason, we will not be including any historical account information beyond what has been entered into to date (and published) by the Crown.

Te Rūnanganui has agreed to engage with Whetū Consultancy Group and Boffa Miskell Limited as agents for the Fast-Track Application proposed by the Department of Corrections (Corrections) to expand the capacity of Auckland Prison. Corrections is a core public service department operating as part of the legal Crown in Aotearoa New Zealand.

Auckland Prison is located within the overlapping rohe of Te Kawerau ā Maki and Ngā Maunga Whakaahi o Kaipara. It is important to note that this site is currently owned by the Crown. Ngāti Whātua Ōrākei includes the proposed project site as an area of interest in its Deed of Settlement.

We acknowledge the rights and interests of Ngāti Whātua o Kaipara, Te Kawerau ā Maki and Ngāti Whātua Ōrākei within the rohe of the proposed development as tangata whenua. While we understand that Corrections has been engaging with these parties, it is understood that at the time of writing this report, these parties had not provided Cultural Values Assessments or Statements. We also acknowledge the Te Kawerau ā Maki Claims Settlement Act 2015 and the Ngāti Whātua o Kaipara Claims Settlement Act 2013 as relevant legislative context.

Ngāti Whātua maintains long-standing ahi kā and historical relationships within the area through waka routes via the Waitematā and Upper Harbour, seasonal movements, settlements and fishing grounds, cultivation areas along Paremoremo and its tributaries, kāinga, urupā, middens (confirmed), umu, and travel pathways. These relationships give rise to obligations to protect wai, whenua, and mauri; to uphold tikanga and kawa; to act as kaitiaki of the whenua; and to maintain intergenerational responsibilities to the taiao, to whānau, and to hapū.

It will be for tangata whenua to set out their relationships, taonga species values, and unique cultural values for this whenua as well as for recommendations and consent conditions. We do so only in broad terms within this report.

## 2. Executive Summary

Corrections proposes to expand Auckland Prison at Paremoremo, increasing capacity from 681 to 1,220 prisoners to enable Corrections to respond to, and safely manage, increasing prison numbers, particularly within the Tāmaki Makaurau region. The proposal intensifies use within the existing designation footprint and involves new buildings, additional parking, increased

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<sup>1</sup> Appendix 4



operational activity, and extensive earthworks, including watercourse realignment and reclamation.

Te Rūnanganui has undertaken this Cultural Values Assessment (CVA) in recognition of its duties to support the protection of whenua, wai, mauri, wairua, and the wellbeing of current and future generations of Ngāti Whātua. The site sits within a highly sensitive cultural landscape, subject to Treaty settlement legislation and long-standing Ngāti Whātua relationships through ahi kā, whakapapa, wāhi tūpuna, mahinga kai, and historic occupation and use.

This assessment identifies the overall Cultural Risk Rating of the proposal as **HIGH**.

The proposal is proceeding under the Fast-track Approvals Act 2024 (FTA Act), which has curtailed standard consultation, RMA processes, and public participation. The **Stage 1** assessment acknowledged that iwi consultation was incomplete and that cultural and archaeological effects are unavoidable. In this context, the fast-track process heightens, rather than diminishes, the Crown's duty to actively protect Māori interests.

Te Rūnanganui therefore **opposes the proposal**. The expansion of prison capacity represents a continuation of a carceral approach that disproportionately harms Māori, exacerbates intergenerational trauma, and conflicts with Ngāti Whātua responsibilities to uphold wellbeing, restoration, and balance in accordance with tikanga.

Notwithstanding this opposition, and only in the event that consent is regrettably granted, this CVA outlines stringent, iwi-led conditions and safeguards necessary to mitigate cultural harm.

These recommendations are not exhaustive and must not be relied upon in preference to, or to the exclusion of, assessments provided by Ngā Maunga Whakaahi o Kaipara, Ngāti Whātua Ōrākei, and Te Kawerau ā Maki, whose rights and interests take precedence within their respective rohe.

### **3. Fast-Track Context, Treaty Settlements, Legal Framework**

#### **3.1 Auckland Prison Fast-Track Proposal**

Included with the Auckland Prison is the Prison/Paremoremo Village. Both are identified within the designation 3900.

The Auckland Prison site and operations are located in the Paremoremo area of Tāmaki Makaurau Auckland. The Auckland Prison is located at 530 Paremoremo Road and 505 Paremoremo Road, Auckland, with 540 Paremoremo Road being the physical address for the Auckland Prison Village.

The Auckland Prison Capacity Increase proposal is a listed project identified in Schedule 2 of the FTA Act. The purpose of this proposal is to increase the prisoner capacity at Auckland Prison from 681 to 1220 prisoners to enable Corrections to respond to and safely manage increasing prisoner numbers, particularly within the Tāmaki Makaurau Auckland region.



- removal of 3,945m<sup>2</sup> of riparian planting surrounding the permanent stream watercourse, and approximately 2,180m<sup>2</sup> of vegetation surrounding the ephemeral stream watercourse,
- extending the existing pipe network along the permanent stream watercourse by 124m; and extending the existing pipe network along the ephemeral stream watercourse by 114m,
- earthworks of approximately 2,000m<sup>2</sup> in area, and 2,500m<sup>3</sup> in volume, is proposed for permanent stream watercourse, and
- earthworks of approximately 2,500m<sup>2</sup> in area, and 2,180m<sup>3</sup> in volume, for the ephemeral stream watercourse.

### **Wildlife Approval**

A Wildlife Approval/Permit is being sought to enable the salvage, relocation and incidental killing of wildlife (lizards) on the Auckland Prison site. A Lizard Management Plan is proposed and has been prepared for the proposal.

### **Archaeological Authority**

There is one recorded New Zealand Archaeological site (R10/831 – Pit/Terrace) within the Auckland Prison site. R10/831 is a pre-European archaeological site and is located on the banks of the Paremoremo Creek (western boundary of the Auckland Prison site). It is not known whether there are other sites that are not known or recorded, it is accepted that there could be others.

It is understood that the archaeological site will not be modified or destroyed, and that there will be a setback from the recorded archaeological site. The Archaeological Authority is being sought by Corrections as a precautionary measure should subsurface archaeological remains be exposed outside of the recorded archaeological site during any present or future development at Auckland Prison.

### **3.2 Fast-Track Context**

This project is proceeding under the Fast-Track Approvals Act 2024. In the Stage 1 assessment, it lists Treaty settlement entities affected, including:

- Ngāti Whātua Ōrākei
- Ngā Maunga Whakahii o Kaipara
- Te Kawerau ā Maki
- Waikato-Tainui
- Ngāti Te Ata
- Ngāti Wai
- Ngāti Tamaoho
- Ngāti Whātua Tūturu
- Others with overlapping rohe

Treaty settlement features possibly affected include:

- Statutory acknowledgments

- Cultural redress lands
- Areas of interest associated with claims resolution
- Natural resource co-governance frameworks
- Historic grievances relating to land alienation and Crown land management

The Ministry for the Environment noted in the **Stage 1** report their advice was “not comprehensive” due to lack of consultation with iwi.

This CVA is provided out of a strong sense of obligation to kaitiakitanga and manaakitanga. We acknowledge that other Cultural Values Assessments are also being considered. The recommendations in this report should be considered as subordinate to those of Ngā Maunga Whakaahi o Kaipara, Ngāti Whātua Ōrākei, and Te Kawerau ā Maki and where any of their recommendations/statements differ those should take precedence.

In the absence of any Cultural Values Assessments by the above tangata whenua, we ask that any discussions, agreements or directions by Ngāti Whātua o Kaipara and/or Te Kawerau ā Maki must take precedence.

It also identified that there were potential **adverse effects** on Treaty redress areas and that Corrections did not consult iwi prior to lodging, as well as the Crown’s acceptance that the project will require engagement with iwi authorities, and that the project cannot avoid archaeological and cultural effects.

Key decisions made in this **Stage 1** document:

- The project is to increase Auckland Prison’s capacity from 681 to 1,220 tangata. The application seeking to alter the existing designation for Auckland Prison to allow the increase.
- Works may occur in stages or as a single build.
- The project requires both RMA consents and an HNZPT archaeological authority.
- The Ministry concludes the project has sufficient information to be considered for fast-track listing and does not trigger ineligibility criteria.

The anticipated effects listed include; landscape & visual effects, traffic effects (staff, tangata transport, construction), noise, lighting, ecological effects (wetlands/watercourses), earthworks, infrastructure servicing effects (water supply, wastewater, stormwater), potential social impacts on surrounding residents, cultural and heritage effects (because the site is within iwi/hapū rohe and subject to Treaty settlement Acts).

### 3.3 Iwi/Hapū Planning Documents

A Memorandum of Understanding (**MOU**) exists between Te Ara Poutama Aotearoa and Te Rūnangnui (**Appendix 5**). The overarching values underpinning the Agreement is mauri ora. This value is expanded as:

- **Mana Ngāti Whātua** – Honour and uplift whānau of Ngāti Whātua.
- **Manaakitanga** – Provide the resources to manaaki whānau of Ngāti Whātua.
- **Kaitiakitanga** – Supporting whānau voice of Ngāti Whātua.

- **Hanga Whanaungatanga** - Building strong sustainable relationships.
- **Ora** - Working to improve the wellbeing of all people.
- **Whakapono** - Working together in good faith with honesty and transparency.
- **Aroha** - Working together with mutual trust and respect.
- **Kotahitanga** - Working together to achieve agreed outcomes.

Te Rūnanganui does not currently have an Iwi Environmental Management Plan; however, it is anticipated that one will be completed by 30 June 2027.

Ngāti Whātua Ōrākei does have an Iwi Management Plan titled, *Te Pou o Kāhu Pōkere*, which we recommend be considered and adopted where applicable and appropriate. The Stage 1 report notes “a full analysis of the plans would need to be undertaken in conjunction with the relevant iwi before any firm conclusions can be reached.”

Ngā Maunga Whakaahi o Kaipara does not currently have an Iwi Management Plan; however, its rights and interests are articulated through settlement legislation, statutory acknowledgements, and tikanga-based engagement processes, including project-specific Cultural Values Assessments. A picture of Ngāti Whātua o Kaipara ki te Tonga claim area is below.





### **3.4 Treaty Settlements, Te Tiriti o Waitangi and He Whakaputanga**

The constitutional foundations of Aotearoa New Zealand are grounded in He Whakaputanga o te Rangatiratanga o Nu Tirenī (1835) and Te Tiriti o Waitangi (1840). Together, these instruments affirm Māori political authority, collective independence, and the ongoing relationship between Māori (Rangatira o ngā hapū) and the Crown.

He Whakaputanga affirmed the authority of hapū to govern their own affairs, exercise rangatiratanga over their territories, uphold tikanga, and make collective decisions free from external interference. This declaration remains a foundational expression of Māori self-determination and continues to inform contemporary understandings of authority and governance.

Through Te Tiriti o Waitangi, Māori rangatira entered into a constitutional relationship with the Crown, in which the Crown undertook to actively protect Māori tino rangatiratanga, lands, waters, taonga, and wellbeing. Ngāti Whātua rangatira Te Kawau, Reweti and Te Tinana signed Te Tiriti on 20 March 1840 on the shores of the Manukau Harbour, becoming the first signatories to the Manukau–Kāwhia copy. Shortly thereafter, Āpihai Te Kawau gifted land for the establishment of Auckland.

The courts and the Waitangi Tribunal have consistently affirmed that the obligations arising from Te Tiriti are enduring and require the Crown to act in accordance with the principles of partnership, active protection, equity, and redress. These obligations apply with particular force where Crown activity occurs on Crown-owned land within areas subject to Treaty settlements and statutory acknowledgements.

The proposed expansion of Auckland Prison at Paremōremo is occurring within an area subject to multiple Treaty settlements and associated statutory instruments involving Ngāti Whātua and other mana whenua. The proposal involves intensified land use, significant earthworks, watercourse modification, increased impermeable surfaces, and expanded operational activity. These effects engage the Crown's Treaty obligations directly and require more than procedural compliance or technical mitigation.

In this context, Te Tiriti requires early, meaningful engagement, shared decision-making where appropriate, and the active protection of Māori cultural, environmental, and social values. Any approach that diminishes Māori authority, sidelines tikanga, or treats cultural effects as secondary risks undermining tino rangatiratanga, eroding kaitiakitanga, and diminishing the mauri of the whenua, the wai, and the people.

This constitutional framework forms the lens through which the cultural effects of the proposal must be assessed.

### **4. Māori (Ngāti Whātua) Outcomes**

From a Ngāti Whātua perspective, the proposed expansion of Auckland Prison raises fundamental concerns about outcomes for Māori, both within and beyond the site itself. We have mentioned some throughout this assessment, but specific examples include; measurable reductions in Māori (and Ngāti Whātua) reductions of incarceration, preventative pathways such as funding for whānau support, access to Māori health practitioners including Rongoa Māori practitioners, addiction treatment, housing stability and tikanga based rehabilitation.

The intention to significantly increase prison capacity within a system that already disproportionately incarcerates Māori, creates a direct conflict between:

- Ngāti Whātua responsibilities to protect the wellbeing of whānau and future generations ('mauriora');
- Kaitiakitanga obligations to protect whenua, wai, and ecosystems; and
- Crown decisions that further entrench Māori within the carceral system.

Māori currently comprise approximately 52–53 percent of the prison population, despite representing only 17–18 percent of the general population. This disparity is not incidental. It is the cumulative result of colonisation, land alienation, urbanisation, suppression of reo and tikanga, whānau dislocation, and the systematic dismantling of Māori social, cultural, and governance structures.

Expanding prison capacity does not merely respond to need; it actively sustains and scales a system that continues to draw disproportionately from the most marginalised Māori communities. For Ngāti Whātua, this creates a high likelihood that additional incarceration will further entrench disconnection from whakapapa, marae, tikanga, and cultural identity for those who whakapapa to our iwi.

Tikanga Māori does not centre punishment or confinement. It centres restoration, balance, accountability to the collective, reciprocity, the restoration of mana, and the return of individuals to a state of ora and equilibrium. The proposal therefore conflicts fundamentally with Te Ao Māori approaches to wellbeing and justice.

The Memorandum of Understanding with Corrections could be used as a mechanism to build on and support connection and re-connection to their Ngāti Whātuatanga.

Further, doubling prison capacity scales the impacts of incarceration beyond the prison itself. It embeds long-term social, cultural, fiscal, and institutional costs across the justice, health, welfare, education, and community sectors, while placing increased strain on whānau, hapū, iwi, and Māori service providers who are already under-resourced.

For Ngāti Whātua, the continued expansion of this pipeline is inconsistent with the Crown's obligations of partnership and active protection. It all but guarantees further harm to whānau who have already been structurally disconnected from their cultural foundations by Crown systems and decisions.

The proposal therefore represents not only a physical and environmental intervention within a culturally sensitive landscape that holds historical and archeological importance, but also a continuation of a system that perpetuates intergenerational harm through the activities of the Crown on these lands. These outcomes are incompatible with tikanga Māori, with the Crown's Treaty obligations, and with Ngāti Whātua aspirations for wellbeing, restoration, and cultural reconnection.

## **5. Summary of Assessment and Effects**

Ngāti Whātua is obligated to examine these cultural risks and articulate the consequences for land, water, whakapapa, wairua, and community.

This Cultural Values Assessment (CVA) identifies that the Proposal has an overall risk rating of **HIGH** and as a result considers the proposal cannot be supported, nor a neutral stance provided. We are **opposed** to the Proposal.

In the event consent is regrettably granted, this CVA endeavours to identify and assess the cultural, environmental, archaeological, and spiritual effects of the proposal where it is appropriate to do so. This assessment is not, and should not be relied upon as, exhaustive.

We have sought to direct consideration for mitigation, monitoring, design and decision-making.

The development is especially 'high' within the Paremoremo Creek margins, areas of earthworks, and where increased operational intensity affects the mauri of land and water.

The increase of capacity from 681 to 1,220 intensifies use within the existing designation footprint, requiring new buildings, additional parking, increased operational activity, and extensive earthworks including watercourse reclamation and realignment.

We note that Area C is the *highest* risk area along the Paremoremo Creek margins. There is a moderate to high likelihood of archaeological layers, there is high cultural sensitivity and it will require cultural monitoring, karakia and iwi protocols from Te Kawerau ā Maki and Ngā Maunga Whakaahi o Kaipara.

We note that there is currently no cultural monitoring, pre-works karakia or tikanga led process set out within the application.

There will be a permanent loss of watercourse sections, habitat removal, including lizard habitat, sediment, erosion and hydrology changes as well as direct effects on the mauri of Paremoremo Creek.

Watercourse reclamation is a direct loss of whakapapa, not just ecological habitat. It has therefore been given a risk rating of High.

We consider that these cumulative effects also have the potential to compound over time and across generations of *whanau*.

*This assessment identifies that there will be:*

|    | <b>Cultural Effect</b>                                 | <b>Risk Rating</b> |
|----|--------------------------------------------------------|--------------------|
| 1. | Mauri of waterways (Paremoremo Creek)                  | HIGH               |
| 2. | Landscape and visual disturbance                       | MODERATE           |
| 3. | Disruption to mauri and wairua                         | HIGH               |
| 4. | Archaeological                                         | HIGH               |
| 5. | Impacts on Māori over-representation                   | HIGH               |
| 6. | Systemic disconnection from tikanga, whakapapa, wairua | HIGH               |
|    | <b>OVERALL RATING</b>                                  | HIGH               |

## **Part B**

### **6. Recommendations**

Te Rūnanga o Ngāti Whātua maintains its opposition to the proposed expansion of Auckland Prison. The following recommendations are provided without prejudice and apply only in the event that the proposal proceeds, in order to minimise cultural, environmental, and spiritual harm and to give effect to Ngāti Whātua responsibilities as kaitiaki.

#### **6.1 Process and Engagement**

Any further consideration, design, construction, or operation of the proposal must involve ongoing, meaningful engagement with Ngāti Whātua. Engagement must be early, transparent, and continuous, and must extend beyond procedural consultation to enable the effective recognition and protection of cultural values, tikanga, and mātauranga Māori.

Engagement must include, where relevant and appropriate, Ngā Maunga Whakaahi o Kaipara and Ngāti Whātua Ōrākei, recognising their respective rights and interests within the rohe and ensuring that cultural authority is exercised by the appropriate tangata whenua.

This engagement should also be consistent with the values and tikanga underpinning the Memorandum of Understanding with Ngāti Whātua.

#### **6.2 Recognition of cultural values**

All decision-making associated with the proposal must explicitly recognise that the site is located within a culturally significant landscape for Ngāti Whātua. Cultural values to be recognised and protected include, but are not limited to, mauri, wairua, whakapapa, ahi kā, wāhi tūpuna, and ongoing relationships with whenua and wai.

Cultural effects must not be confined to archaeological considerations alone and must include spiritual, intergenerational, and cumulative impacts on Ngāti Whātua cultural wellbeing.

#### **6.3 Water, Ecology and Environment**

Design, construction, and operational measures must prioritise the protection and restoration of wai and associated ecosystems. This includes:

- Avoidance of unnecessary watercourse modification or reclamation;
- Minimisation of impervious surfaces and earthworks;
- Long-term protection of the mauri of Paremoremo Creek and its tributaries;
- Indigenous, eco-sourced riparian planting appropriate to the local catchment and coastal environment;
- Removal of contaminants at source; and
- Ongoing monitoring of water quality using a Cultural Health Index framework, with results shared transparently with Ngāti Whātua.

#### **6.4 Tikanga and Cultural Safeguards**

Robust tikanga-based safeguards must be implemented throughout all stages of the project, including:

- Mandatory iwi-led cultural monitoring for all earthworks and site disturbance in culturally sensitive areas;
- Iwi sign-off at key stages of works (with the relevant iwi and hapū);
- Karakia prior to commencement of works and at appropriate milestones;
- Management of kōiwi tangata, taonga, and wāhi tapu in accordance with iwi-determined protocols, with immediate cessation of works where such discoveries occur.

### **6.5 Cumulative effect and monitoring**

Ongoing monitoring and reporting should address not only site-specific effects but also cumulative cultural and environmental effects over time, with results shared transparently with Ngāti Whātua.

### **6.6 Tikanga and Cultural Safeguards**

Te Rūnanga considers the following tikanga and cultural safeguards should apply:

- Mandatory iwi-led cultural monitoring for all earthworks in culturally sensitive areas
- Iwi sign-off at key stages
- Pre-works karakia and karakia at key stages where appropriate
- Kōiwi tangata managed under iwi-determined protocols
- An appropriate ceremony and blessing to open the new site.

The relevant iwi should include Te Kawerau ā Maki and/or Ngā Maunga Whakaahi o Kaipara.

### **6.7 Ecological and Cultural Restoration**

Where ecological disturbance cannot be avoided, restoration measures must be designed and implemented in partnership with Ngāti Whātua. This includes:

- Iwi presence for the handling and relocation of protected species, including lizards;
- Integration of Ngāti Whātua cultural narratives and mātauranga Māori into planting and restoration plans; and
- Provision for culturally appropriate use of planted species, including rongoā, weaving, and food resources where appropriate.

### **6.8 Lighting, Amenity and Landscape**

Operational and construction lighting must be designed to minimise adverse effects on cultural landscapes, waterways, and surrounding environments. This includes:

- Dark-sky compliant lighting;
- Use of shielded luminaires and motion sensors;
- Restrictions on night-time lighting near waterways; and
- Screen planting and building height reductions where culturally appropriate to mitigate visual and cultural impacts.



## 6.9 Governance and Oversight

A Tangata Whenua Working Group (consisting of Te Kawerau ā Maki and Ngā Maunga Whakaahi o Kaipara if they choose) must be established to provide ongoing oversight throughout detailed design, construction, and operation. The Working Group should:

- Enable meaningful tangata whenua input into decision-making
- Support procurement opportunities for iwi, hapū and marae including sourcing native plants from iwi nurseries where practicable; and
- Receive regular cultural monitoring and compliance reports, which are also provided to the consent authority.
- Adequate resourcing for capacity and capability to engage in the activities of the Working Group.

## 7. Consent conditions (if consent is granted)

Should consent be regrettably granted, Te Rūnanganui recommends (with express consent of Ngā Maunga Whakaahi and Te Kawerau ā Maki) that conditions of consent provide for<sup>2</sup>:

1. cultural monitoring by iwi during all earthworks and site disturbance;
2. a robust accidental discovery protocol that is agreed and provides for immediate cessation of works where kōiwi, taonga, or archaeological material is uncovered;
3. stringent sediment, erosion, and stormwater controls to protect awa and downstream receiving environments;
4. avoidance of, and protection measures for, any middens, wāhi tūpuna, or archaeological sites identified or discovered during works;
5. the opportunity for appropriate iwi to undertake karakia prior to the commencement of works and at key project milestones;
6. retention and reuse of topsoil within the site where practicable, recognising its cultural and ecological value.

## 8. No waiver of opposition

These recommendations are made without prejudice to, and do not diminish, Te Rūnanganui's overall position that the proposal should not proceed. Inclusion of these recommendations must not be interpreted as endorsement or acceptance of the development.

## 9. Conclusion

From the perspective of Te Rūnanga o Ngāti Whātua, the proposed expansion of Auckland Prison occurs within a highly sensitive cultural environment and presents significant and irreversible cultural risks. These risks are compounded by the use of the fast-track consenting regime, which has removed established avenues for meaningful iwi and public participation.

The proposal has high adverse effects on:

- The mauri and whakapapa of waterways, particularly Paremoremo Creek;
- Wairua and cultural landscapes;

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<sup>2</sup> Subject to disclaimers.

- Archaeological values and wāhi tūpuna; and
- The wellbeing of Māori communities through the further entrenchment of disproportionate incarceration.

Mitigation, where possible, must be iwi-led, tikanga-based, and given binding effect through consent conditions. Cultural protections must go beyond procedural compliance and provide for determinative tangata whenua authority where kōiwi, wāhi tapu, taonga, or significant cultural values are affected.

Unless robust and enforceable cultural conditions are secured, the proposal fails to uphold mana, protect mauri, give effect to kaitiakitanga, or honour Treaty settlement interests and the Crown's obligations under Te Tiriti o Waitangi and He Whakaputanga.

Accordingly, Te Rūnanga o Ngāti Whātua maintains its position of **opposition** to the proposal. Any inclusion of recommendations or conditions within this assessment must not be interpreted as endorsement or acceptance of the development.

## 10. Methodology

This Cultural Values Assessment is underpinned by kaupapa Māori — by Māori, with Māori, and for Māori — and is firmly grounded in Ngāti Whātua tikanga as expressed through the Memorandum of Understanding between our rangatira and the Department of Corrections.

The writer engaged directly with Corrections through up to three hui to understand the purpose, scope, and expectations of the project.

The writer then obtained and critically reviewed the materials provided by Corrections, including the following documents:

### 1. Statutory and Legislative Framework

The following statutory instruments and legislative frameworks have been considered in the preparation of this Cultural Values Assessment:

- Te Tiriti o Waitangi / Treaty of Waitangi
- He Whakaputanga o te Rangatiratanga o Nu Tireni (1835)
- Fast-track Approvals Act 2024
- Resource Management Act 1991 (where relevant to underlying principles)
- Heritage New Zealand Pouhere Taonga Act 2014
- Ngāti Whātua Ōrākei Claims Settlement Act 2012
- Ngā Maunga Whakahii o Kaipara Claims Settlement Act 2013
- Te Kawerau ā Maki Claims Settlement Act 2015
- The Auckland Unitary Plan (AUP) Accidental Discovery Protocol (AUP E11/E12).

### 2. Fast-Track Application and Core Project Documentation

The following primary project documents have been reviewed:

- Fast-track Approvals Act Stage 1 Schedule 2A Assessment (Ministry for the Environment, 9 July 2024)
- Auckland Prison Capacity Increase – Project Description and Application Materials
- Designation alteration documentation for Auckland Prison (Paremoremo)

- Site plans and staging documentation (Areas A–D)
- Attachment 2 – Site Mapping and Topographical Information

### **3. Technical Assessments and Specialist Reports**

The following technical reports and supporting documents have been reviewed and interpreted through a tikanga and cultural lens:

#### **Archaeology**

- Archaeological Authority Assessment (Auckland Prison Capacity Increase)
- Archaeological Management Plan (AMP)
- Draft Archaeological Authority Conditions
- Archaeological site records and mapping (including R10/831)

#### **Ecology and Waterways**

- Assessment of Ecological Effects (Draft, 8 August 2025)
- Watercourse reclamation and piping plans (Watercourse 1 and Watercourse 2)
- Wetland identification and mapping (Wetlands A–F)
- Paremoremo Creek ecological classification (SEA-M2-57b)

#### **Landscape and Visual**

- Landscape and Visual Effects Assessment (Draft, August 2025)
- Visual simulations (VS2–VS19)
- Built form and ridgeline assessments

#### **Lighting**

- Lighting Technical Report (Rev F, 2025)
- Lighting spill modelling and lux contour diagrams

#### **Infrastructure and Servicing**

- Infrastructure Assessment (Rev 4, 18 September 2025)
- Three Waters servicing reports (water supply, wastewater, stormwater)
- Stormwater management plans and principles (Healthy Waters engagement)
- Paremoremo Pump Station capacity considerations

#### **Natural Hazards and Contamination**

- Natural hazards assessment (flooding, overland flow, coastal inundation, geotechnical risk)
- Contaminated land preliminary assessments (PSI/DSI references)
- Historic land use data (market gardens, landfill, fuel storage)

### **4. Cultural, Social and Justice System Evidence**

The following sources of cultural, social, and systemic evidence have been considered:

- Māori incarceration statistics (Ministry of Justice, Department of Corrections, Inspectorate reports)
- Research on Māori over-representation in the criminal justice system
- Te Uepū Hāpai i te Ora (Safe and Effective Justice Advisory Group) report
- Matike Mai Aotearoa – Independent Working Group on Constitutional Transformation
- Māori Affairs Select Committee reports relating to justice and tikanga-based approaches
- Whānau Ora framework and implementation models
- Te Pae Oranga (Iwi Community Panels) programme information

## **5. Mātauranga Māori, Tikanga and Iwi Knowledge**

This Cultural Values Assessment is informed by:

Ngāti Whātua tikanga and cultural values frameworks drawing on those set out in MOU

Mātauranga Māori relating to whenua, wai, mauri, wairua, and whakapapa

Oral knowledge, lived experience, and intergenerational understanding

Cultural interpretation of ecological, archaeological, and landscape systems

Kaupapa Māori justice frameworks and restorative models

## **6. Interviews, Transcripts and First-Hand Accounts**

The CVA also draws upon:

Interviews with Māori service providers and practitioners

Transcript excerpts relating to operational practices within Auckland Prison

Accounts of system fragmentation, cultural unsafety, and Māori wellbeing challenges

Observations relating to access, transparency, and institutional behaviour

## **11. References**

### **Legislation and Constitutional Instruments**

Fast-track Approvals Act 2024 (NZ)

Heritage New Zealand Pouhere Taonga Act 2014 (NZ)

Ngāti Whātua Ōrākei Claims Settlement Act 2012 (NZ)

Ngā Maunga Whakahii o Kaipara Claims Settlement Act 2013 (NZ)

Resource Management Act 1991 (NZ)

Te Kawerau ā Maki Claims Settlement Act 2015 (NZ)

Te Tiriti o Waitangi / Treaty of Waitangi (1840)

He Whakaputanga o te Rangatiratanga o Nu Tireni (1835)

### **Planning and Policy Documents**

Auckland Council. *Auckland Unitary Plan (Operative in Part) – Accidental Discovery Protocol (E11/E12)*.

Ministry for the Environment. (2024). *Fast-track Approvals Act: Stage 1 Schedule 2A Assessment – Auckland Prison Capacity Increase*.

Te Ara Poutama Aotearoa (Department of Corrections) & Te Rūnanga o Ngāti Whātua. *Memorandum of Understanding*.

### **Project and Technical Documentation (Auckland Prison Capacity Increase)**

Boffa Miskell Ltd. (2025). *Project Description and Fast-track Application Materials – Auckland Prison Capacity Increase*.

Boffa Miskell Ltd. (2025). *Landscape and Visual Effects Assessment (Draft)*.

Boffa Miskell Ltd. (2025). *Infrastructure Assessment (Rev 4)*.

Boffa Miskell Ltd. (2025). *Lighting Technical Report (Rev F)*.

Boffa Miskell Ltd. (2025). *Assessment of Ecological Effects (Draft)*.

Department of Corrections. *Designation Alteration Documentation – Auckland Prison (Paremoremo)*.

Department of Corrections. *Site Plans, Staging Plans (Areas A–D), and Mapping Information*.

### **Archaeological and Cultural Heritage Reports**

Archaeological Authority Assessment – Auckland Prison Capacity Increase.

Archaeological Management Plan (AMP) – Auckland Prison Capacity Increase.

Draft Archaeological Authority Conditions – Auckland Prison Capacity Increase.

New Zealand Archaeological Association (NZAA). Site Record R10/831.

### **Ecological and Environmental Data**

Paremoremo Creek Ecological Classification (SEA-M2-57b).

Wetland Mapping and Identification Reports (Wetlands A–F).

Watercourse Reclamation and Stormwater Piping Plans (Watercourses 1 and 2).

### **Justice, Social and System Evidence**

Department of Corrections. *Prison Population Statistics and Reports*.

Ministry of Justice. *Māori Incarceration Data and Justice Sector Reporting*.

Te Uepū Hāpai i te Ora (Safe and Effective Justice Advisory Group). *Final Report*.

Māori Affairs Select Committee. *Reports on Justice System and Māori Outcomes*.

Te Pae Oranga (Iwi Community Panels). Programme documentation.

Whānau Ora Commissioning Agencies. *Whānau Ora Outcomes Frameworks*.

### **Constitutional and Māori Frameworks**

Matike Mai Aotearoa – Independent Working Group on Constitutional Transformation. *He Whakaaro Here Whakaumu mō Aotearoa: The Report of Matike Mai Aotearoa* (The writer is one of the rangatahi contributors)

### **Mātauranga Sources**

Ngāti Whātua tikanga and cultural values frameworks (as expressed through Te Rūnanga o Ngāti Whātua).

Oral histories, whakapapa knowledge, and intergenerational narratives of Ngāti Whātua.

Kaupapa Māori methodologies and cultural impact assessment practices.

### **Interviews and Primary Sources**

Interviews with Māori service providers and practitioners (2025–2026).

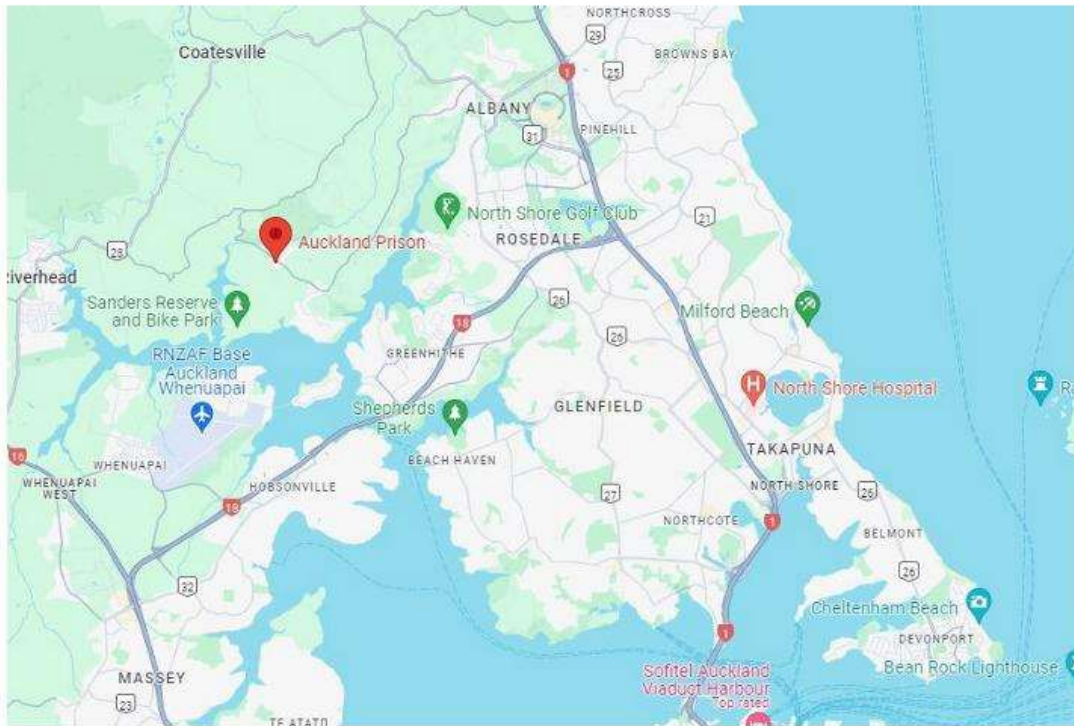
First-hand accounts and transcript excerpts relating to Auckland Prison operations and Māori wellbeing.

Observational insights from engagement hui with Te Ara Poutama Aotearoa (Department of Corrections).

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## Appendix A

### Project location





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**Runanga o Ngati Whatua**

**Kaupapa**

**CHARTER**

**October 1995**

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## 1. INTRODUCTION

This Charter is a legal undertaking by the board of Trustees to the Ngati Whatua people which defines how the Board of Trustees will run the Runanga and its accountability including that to the Whare Tapu o Ngati Whatua.

In conjunction with the Annual Plan, the Charter lays down the rules by which the Chief Executive can operate to achieve the goals required and clearly identifies the limits of authority held by the Chief Executive and by the Trustees.

The Charter defines:

- \* Who we are
- \* Where we are
- \* What we intend to achieve for our people
- \* What we believe in
- \* Rules to guide us in the management of Ngati Whatua

The Annual Plan sets out our situation at the start of each year and what we are going to do in the coming year to develop and care for our people.

The Charter complies in all respects with The Maori Trust Boards Act 1955 and its subsequent amendments and can be reviewed from time to time as circumstances change. Where there is conflict between the contents of the Charter and the Maori Trust Boards Act the act prevails.

## 2. DESCRIPTIONS

### **The name of the Iwi**

The Iwi represented by this Runanga is Ngati Whatua, Tangata Whenua o Te Rohe o Tamaki ki Maunganui

### **The name of the Runanga**

The name of the Runanga is Te Runanga o Ngati Whatua

## **The structure of Ngati Whatua Te Whare Tapu o Ngati Whatua**

### Tupuna

Ngati Whatua has recognised tupuna who are represented by the Tekoteko of the House, and the Poutokomanawa and the Tahuhu.

### Trust board

The Runanga o Ngati Whatua is a Trust Board in terms of the Maori Trust Boards Act 1955 consisting of up to 11 members and came into operation on 18 January 1989. Members of the Trust Board are appointed by the Minister initially until elections are held.

The members of the Board are likened to te reo karanga me te taumata korero (or te mangai) of the House.

This is the authorised voice of Ngati Whatua and for this function will operate through a consultative process with the Iwi, recognising the local autonomy of each marae.

### Kauhanganui

The Kauhanganui is a council of elders, kaumatua and kuia. They are the people who advise on the tikanga of Ngati Whatua. They are the custodians of traditional knowledge and customs. They represent the heke of the house and the link with the tupuna.

### Runanga Pou pou

The Runanga Pou pou of Ngati Whatua is composed of a representative from each of the 32 marae which are listed in Appendix 1. They represent the walls of the house and its foundations, since traditional construction the pou pou go right into the ground.

The Maori Women's Welfare League, Roopu Wahine, Wahine Toa and other Maori women's groups provide particular support and emphasis for women's affairs.

The kaihoe waka and rangatahi groups provide a focus for youth development.

The marae atea of the house represents the Iwi o Ngati Whatua whanui. They belong to the house and the house belongs to them. Also aligned to the marae is the tribal flag Awe Awe o Te Rangi and the waka Mahuhuki-te-Rangi.

The house and marae are given administrative support by a support services unit under the Chief Executive. This unit represents the kai awhina or kai manaaki and is aligned with the ringa wera of the marae.

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## **Description of the Rohe**

The Rohe O Ngati Whatua is traditionally expressed as Tamaki ki Maunganui i te Tai Hauauru and Tamaki ki Manaia i te Rawhiti.

The northern boundary is expressed as:

Manaia titiro ki Whatitiri, Whatitiri titiro ki Tutamoe, Tutamoe titiro ki Maunganui. Marae, whanau and hapu within the maru of these maunga are included within the rohe. The northern neighbours are various hapu of Ngapuhi.

The southern boundary is expressed as:

Te awa o Tamaki and the southern neighbours are various hapu of Tainui.

A schedule of land, water and other resources owned by Ngati Whatua can be found in Appendix II.

## **Description of the Rohe Community**

The rohe community comprises Te Iwi of Ngati Whatua as the tangata whenua, other Maori whether affiliated or not to other tribal groups, and the population at large.

## Membership

The Ngati Whatua people are defined as:

### Nga uri o Ngati Whatua

All descendants of Haumoewarangi and other recognised tupuna who willingly refer to themselves as Ngati Whatua and wish to be included on the list of members.

### Nga hunaonga o Ngati Whatua

The spouses of Ngati Whatua who willingly refer to themselves as Ngati Whatua and wish to be included on the list of members.

### Nga whangai o Ngati Whatua

Any other person adopted by Ngati Whatua, legally, or otherwise, and accepted according to Ngati Whatua custom who willingly refer to themselves as Ngati Whatua and wish to be included in the list of members.

|                                       |                   |
|---------------------------------------|-------------------|
| <b>Membership numbers (Estimated)</b> | <b>1990</b>       |
| <u>Residing within the rohe</u>       |                   |
| Rural                                 | 7,500             |
| Urban                                 | <u>12,000</u>     |
|                                       | 19,500            |
| <u>Residing outside the rohe</u>      |                   |
| Rural                                 | 1,500             |
| Auckland                              | 6,000             |
| Whangarei                             | 1,500             |
| Other                                 | <u>200</u>        |
|                                       | 9,200             |
| <br>Total Ngati Whatua                | <br><u>28,700</u> |

## Client statement

As Tangata Whenua, it is our intention to provide direct services to:  
Ngati Whatua residing within the rohe

Manuhiri according to reciprocal arrangements and those not provided for by taurahere groups and other organisations

### Client numbers (estimated) (1990)

|                   | Ngati Whatua | Manuhiri   |
|-------------------|--------------|------------|
| Rural             | 7,500        | 3,500      |
| Urban             | 12,000       | 28,000     |
| <br>Total         | <br>19,500   | <br>31,500 |
| <br>Total clients | <br>         | <br>51,000 |

This compares with a total Maori population estimated at 100,000 for the rohe.



### **3. GUIDING PRINCIPLES**

The guiding principles of Te Runanga o Ngati Whatua describe the Mission, goals and philosophy of the organisation.

The Mission describes the purpose of the organisation.

Goals are broad statements of intent, relevant for three to five years.

The objectives are covered in the Annual Plan and are annually reviewed and refer to the expected achievements for that particular year.

The Annual Plan will remain consistent with the statements made in this Charter and the specific objectives contained in the plan will be reviewed annually during a corporate planning process.

#### **The Mission Statement**

The mission of Te Runanga o Ngati Whatua is to provide for the development of Ngati Whatua as a strong and caring Iwi.

#### **Goals**

##### **Goal 1**

**To uphold Te Kotahitanga me Te Tino Rangatiratanga o Ngati Whatua under the guidance of our kaumatua and kuia.**

##### **Goal 2**

**To exercise the responsibility of Tangata Whenua including that of the authorised voice of Ngati Whatua**

##### **- Sub Goals:**

- 2.1 To establish and maintain a Ngati Whatua Runanga
- 2.2 To maintain an ongoing communication network throughout Ngati Whatua
- 2.3 To establish links with Government, local bodies and other organisations on behalf of Ngati Whatua.

##### **Goal 3**

**To provide for the personal development of Ngati Whatua and other Iwi within the rohe o Ngati Whatua**

##### **- Sub Goals:**

- 3.1 To advance the educational attainment levels of Ngati Whatua students within the education system.
- 3.2 To establish and maintain vocational training facilities under the control of Te Runanga o Ngati Whatua.
- 3.3 To provide encouragement and support for marae based youth activities.
- 3.4 To provide for the cultural development and preservation of the heritage of Ngati Whatua

#### **Goal 4**

**To provide for the caring of Ngati Whatua and other Iwi within the rohe o Ngati Whatua**

**- Sub Goals:**

- 4.1 To develop pride and productivity through employment, other schemes and the involvement of our people in whanau and community development schemes.
- 4.2 To encourage and support activities which improve the health and lifestyle of Ngati Whatua.
- 4.3 To assist in the provision of adequate housing that serves Ngati Whatua whanau needs
- 4.4 To encourage and support the development of marae facilities and wananga capability.
- 4.5 To ensure our natural resources remain intact for enjoyment of Ngati Whatua and the whole community

#### **Goal 5**

**To provide for the economic development of Ngati Whatua and other Iwi within the rohe o Ngati Whatua**

**- Sub Goals:**

- 5.1 To encourage Ngati Whatua land development and help retain it in Maori ownership.
- 5.2 To retain full rights to our traditional fishing areas and to develop the industry on all aspects including inshore and aquaculture.
- 5.3 To encourage and support Ngati Whatua business ventures in providing employment opportunities and development of Ngati Whatua resources through Mana and other schemes.
- 5.4 To promote tourism and encourage Ngati Whatua involvement in the industry through the support of tourism ventures and the development of Ngati Whatua resources.

#### **Goal 6**

**To manage the affairs and finances of Ngati Whatua**

**- Sub Goals:**

- 6.1 To achieve centralised resource capture and management of Ngati Whatua affairs.
- 6.2 To provide financial control for the Runanga including budgets, management of expenses, statutory and other reporting.

#### **Objectives**

The objectives of Te Runanga o Ngati Whatua are defined in the annual plan, which is reviewed annually, and describe the specific targets to be achieved during the next year. (See Appendix II).

---

## **Philosophy**

**Mahia ki raro i te korowai o te tiriti o Waitangi**

**Our first priority is to our Ngati Whatua people:**

- i) To their unity
- ii) To their wairuatanga
- iii) To their development and well being

**Our activities derive from the needs of our people and we work from the marae up, rather than from the top down.**

We acknowledge our responsibility as tangata whenua to represent that status at local and regional authority organisations, government agencies and other committees.

Although our first priority is to Ngati Whatua, we will also cater for all other Maori people in our rohe not catered for by taurahere or urban Runanga. Our policy, therefore, is inclusive not exclusive.

We have a caring philosophy:

- \* We care for the improved future of our people
- \* We care for the continued use and belief in our language, culture and Ngati Whatua heritage
- \* We care for our rohe and endeavour to develop and preserve its natural beauty for the enjoyment of all within it
- \* We will work towards good relations with all other people in the community of our rohe. We will not allow organisational changes to separate us from friends and loved ones from other Iwi or nationalities.
- \* We hope for reciprocal arrangements with other Iwi for Ngati Whatua people in their rohe.

## **Community partnerships**

The Runanga is in the business of helping to develop the community and recognises that there are other community groups with similar objectives. In particular, there are other Maori trusts and incorporations, some of which are owned by members of Ngati Whatua, operating within our rohe with similar objectives as our own. (See Appendix III for a schedule of Ngati Whatua trusts and incorporations)

The Runanga intends to work closely with these community groups and trusts and help them meet their objectives as a valuable way of meeting Runanga objectives. It will participate on the basis that it can positively contribute experience and resources based on its mana as tangata whenua, its deep commitment to the rohe, its network of marae and its access to tribal resources.

**The Runanga has no management control over these trusts and recognises the right of their owners to determine their own affairs.**

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#### **4. ACCOUNTABILITY TO THE IWI**

##### **General**

The Board will be required to attend Runanga Poupuu hui and report regularly to the Iwi on the objectives of the Runanga Charter and on how well they are being achieved. It will also be expected to ensure that the Iwi is being informed regularly of the achievements of the Runanga as a whole.

No trustee will be liable for "loss in good faith" - but Trustees will be individually liable for wrong doing. (*M.T.B. Act S37*)

##### **Kauhanganui hui**

Kauhanganui hui provide an open forum for discussion on issues by kaumatua and kuia. Ngati Whatua people are welcome to attend but the focus is on our elders. They are the ones that are influential in advising on all matters to do with nga tikanga o Ngati Whatua.

##### **Runanga Poupuu hui**

The Runanga Poupuu comprises a representative from each of the 32 Ngati Whatua marae. It is both a means of assisting with communications to each of the marae and also a forum for discussion of major issues concerning Ngati Whatua.

Major issues for Runanga Poupuu hui include:

- i) Proposed changes to the Charter can only be approved by a majority vote at a Runanga Poupuu hui.
- ii) The annual report must be presented at a Poupuu hui in accordance with the Maori Trust Boards Act.
- iii) Notices of future planning
- iv) Reports on the delivery of services

It is the job of each marae representative to keep the people of the marae informed of all happenings at Runanga Poupuu hui and to pass on information received from the Runanga office and other sources. Their job is also to convey to the Runanga any issues of concern that their marae members might have.

Each marae will appoint their own representative to the Runanga Poupuu.

Runanga Poupou hui can be called by the Board of Trustees, or requested by one or more marae representatives.

At each Poupou hui the members shall appoint a chairman according to the following process:

- i) Te poupou no tena marae will be invited to take the chair.
- ii) In the event that te poupou no tena marae declines, the members may elect one of their number as chairman.
- iii) The members may request the chairman of the Board of Trustees to chair the meeting.
- iv) In the event that the chairman of the Board of Trustees is not present the members may request a member of the Board of Trustees or the Chief Executive to chair the meeting.

At any Poupou hui the person presiding as chairman shall have a deliberative vote, and, in the case of an equality of votes, shall also have a casting vote.

All questions before a poupou hui shall be decided by a majority of the valid votes recorded.

The procedure of poupou hui will include the conduct of general poupou business, such as board reports and major issues mentioned above, followed by a more open discussion on local marae, rangatahi and wahine issues.

The discussion during general poupou business will be restricted to the marae representatives and chairman. Various people such as the Chief Executive and members of the Board of Trustees may be called on by the chairman to speak on certain issues.

The second part of the hui on local marae, rangatahi and wahine issues etc is open for all present to address their discussion in an orderly fashion through the chairman.

## **5. REPRESENTATION**

Ngati Whatua need to be represented to ensure their interests and views as tangata whenua are considered by Government, local bodies and other organisations.

It is important for the Iwi to be aware of major issues in advance to enable them to effectively communicate their position and it is equally important to be able to monitor events which affect Ngati Whatua.

Ngati Whatua will be represented:

- a) By the Runanga as the authorised voice of Ngati Whatua.
- b) By one or more representatives on the Maori Congress
- c) By various representatives on local body and other committees.

To ensure that the representation is effective:

- i) The Runanga will refer to appropriate Ngati Whatua in areas of particular concern and where the issue is not satisfactorily understood. All initial contact from external bodies will be to the Runanga and the Chief Executive will answer or direct further contact to a member of the Board of Trustees or some other Ngati Whatua depending on the issue. Significant issues will be advised to the Runanga Poupuu hui.
- ii) Ngati Whatua representation to the Maori Congress and on any committee will be provided on the basis that: The agenda of each meeting shall be advised to the Runanga at least 7 days in advance. The minutes from each meeting and/or a report from the representative shall be sent to the Runanga without undue delay. The Runanga may decide to circulate all or part of any such communication.
- iii) Ngati Whatu will authorise their representatives on various committees as official representatives of Ngati Whatua. This authorization will be specific to each committee and will restrict the representative from making representational statements in any other forum. Authorizaton will last for one year and will require the representative to keep the Runanga informed periodically according to certain guidelines.

In the event that a certificate of authority to represent Ngati Whatua is adopted, the Runanga will be the sole issuer of such certificates and each will be approved by the Board of Trustees according to guidelines from time to time defined.

## **6. RESOLUTION OF CONFLICTS**

The Runanga hopes that any conflicts that occur can be resolved within Ngati Whatua without recourse to other avenues which could be costly, time consuming and divisive.

The Runanga will encourage whanau to try to resolve such issues themselves.

Where agreement within the whanau is not possible assistance would be offered through the Chief Executive and/or chairman with a Kauhanganui representative where necessary.

Should any conflict occur between the Chief Executive and a member of staff, Board of Trustees or Ngati Whatua, then it is hoped that resolution can be achieved directly between the parties. As a last resort and only for important issues, recourse to the Board of Trustees will be made available.

## **7. EQUITY**

The Runanga will provide fairly for all those it serves without prejudice.

Equity is ensured by:

- i) Equitable representation on the Board of Trustees according to the election process
- ii) Regular reporting to Ngati Whatua Iwi via marae representatives on Runanga activities at Runanga Poupou hui and with direct communications
- iii) Specific representation at Runanga Poupou hui by certain groups such as rangatahi and wahine aroups

## **8. NGATI WHATUA RELATIONSHIP WITH TAITOKERAU**

Ngati Whatua has traditionally been a part of Te Taitokerau expressed briefly as mai Tamaki ki te Rerenga Wairua. There is a common link of the different Iwi of Taitokerau through the tupuna Rahiri.

Ngati Whatua is represented on the Taitokerau Maori Trust Board, Te Runanganui o te Taitokerau, and Te Kotahitanga o Te Taitokerau

Ngati Whatua recognises the traditional links and is receptive to seeking ways of fostering the relationship on an equal basis both with the Taitokerau organisations and Runanga established by individual Iwi.

Within its rohe however, Ngati Whatua intends to manage its own affairs independent of any other organisation. That is to say that Ngati Whatua will be the masters of its own destiny.

The northern part of Ngati Whatua (Topuni northwards) is aligned to the Taitokerau District Maori Council whilst the southern part is linked to the Auckland District Maori Council.

Ngati Whatua is a member of the Maori Congress in its own right.

## 9. NGATI WHATUA TAURAHERE GROUPS

Taurahere groups to represent the whole of Taitokerau were established in Auckland, Wellington, Christchurch and other places before the recent policy of setting up individual tribal Runanga began.

Te Runanga o Ngati Whatua intends to establish links with the Taitokerau taurahere in these areas:

- \* To ensure a channel of communication for our people.
- \* To consider what assistance, if any, we can provide.

The Runanga will have an open policy in regard to Ngati Whatua people in other areas. In the event that Ngati Whatua in other areas wish to establish taurahere groups then the Runanga will endeavour to assist.

## 10. MANUHIRI

Ngati Whatua acknowledge that there are various taurahere and urban authority groups already established in the rohe.

The Runanga welcomes these organisations and on the basis of mana whenua invites them to work in harmony with us. The key point for this policy is recognition by those other Iwi of the mana whenua of Ngati Whatua. In particular we will:

- i) Establish regular communications with these organisations to ensure our activities and services are mutually compatible.
- ii) Consider any request from other Iwi to set up their taurahere group within our rohe.
- iii) Endeavour to provide whatever support to these organisations that from time to time we think appropriate as tangata whenua.

## 11. THE TRIBAL ROLL

The Board of Trustees must ensure that a roll is prepared containing the names and addresses of all adult members of Ngati Whatua, and shall from time to time ensure that it is kept up to date. (*M.T.B. Act S42*)



The roll will be maintained in the following manner:

- i) Initially forms will be circulated for completion by Ngati Whatua Iwi, including their name, address, marae at which they wish to be enrolled and other information.
- ii) All returned forms will be compiled onto a computer database and reports will be produced for each marae showing their list of members.
- iii) It will be the responsibility of the marae representative in each case to co-ordinate changes, additions and deletions to each marae list and advise the Runanga accordingly. Additions and alterations may also be advised by Iwi directly to the Runanga.

The Board of Trustees shall have jurisdiction to determine whether any person applying for inclusion in the tribal roll is qualified for inclusion, and to determine (where applicable) the ward in which they are entitled to be included. *(M.T.B. Act S45)*

It will be possible for Iwi to identify more than one marae with which they are associated. However, each person must elect one as their primary marae.

The Ngati Whatua roll will be kept on computer at the Runanga office with sufficient security to ensure confidentiality.

Each marae representative will be provided with an up to date list of all Iwi associated with their marae from time to time. These will be kept secure and will be limited to full name, address and phone number only.

## **12. ELECTION AND APPOINTMENT OF TRUSTEES TO THE BOARD**

Final details for the first election of the Board of Trustees are currently being considered with a view to a recommendation being made to the Trust Board.  
(See Appendix IV for details on the electoral process)

**The election process will in all respects be in accordance with the Maori Trust Boards Act and in general the following will apply:**

It is the responsibility of each adult member of Ngati Whatua to ensure their name is included in the roll and to supply to the board their full postal address for the time being. *(M.T.B. Act S53)*

At least 4 months before the term of office of the members of the board expires, the Secretary of the board shall call for nominations by public notice. *(M.T.B. Act S46)*

The elected members will be appointed to the Board of Trustees by the Governor General in accordance with the Maori Trust Boards Act. *(M.T.B. Act S14)*

Elections to the board will be held every three years.

Every member of the board shall be appointed for a term of 3 years and any member may from time to time be reappointed. *(M.T.B. Act S14)*

### **13. THE BOARD OF TRUSTEES**

#### **Composition of the Board of Trustees**

The board will consist of up to 11 members, elected by the Ngati Whatua Iwi of eligible age. *(M.T.B. Act S15)*

Board membership is open only to descendants of Haumoewarangi. *(T.R.N.W. Act.1988)*

The Board of Trustees will meet regularly (approximately monthly) to determine the policy of the Runanga, to review progress and evaluate and approve the performance of the Chief Executive with regard to his management of the support services unit.

The board will encourage a fair representation from their Iwi and may, in accordance with the Maori Trust Boards Act apply for recognition of wards throughout the rohe to further ensure equitable representation.

The Chief Executive may not be a member of the Board of Trustees or Chairman of the Board but may hold the position of secretary or secretary/treasurer. The Chief Executive may not vote at Trust Board meetings but may be a marae representative and as such may vote at Runanga Boupou meetings.

#### **The role of the Board of Trustees**

The Board of Trustees is responsible for the broad policy objectives and effective running of the Runanga. The board will be expected to be responsive to Iwi needs and to set the policies of how the Runanga will address those needs.

The Board of Trustees, through direction to the Chief Executive, shall apply income and/or capital of the trust as they think fit in accordance with the objectives of the trust.

Without limiting their discretion conferred above, the Trustees shall in determining whether to apply funds for any purpose have regard to whether sufficient funds to support the activity in question are available from other persons, bodies or Government.

The board will be responsible for the preparation of the Runanga financial accounts and their submission for audit in accordance with the Maori Trust Boards Act. The board will also send a set of audited annual accounts to the Minister. *(M.T.B. Act 532)*

The Trustees operate at the level of making and reviewing policy, and overseeing the support services unit's performance. It is not their job to become directly involved in the management of the support services unit.

### Trust board meetings

The first meeting of newly appointed members of the board will be arranged by the Secretary in consultation with a quorum of members, to be held within 2 months of the appointment of members.

Subsequent meetings will be held at such times and places as the board appoints and will generally occur monthly. *(M.T.B. Act S18.2)*

Meetings of the Board of Trustees are open to members of the Ngati Whatua under the following conditions:

- i) Visitors are not authorised to take part in discussions on any particular topic unless specifically approved by the person presiding as chairman.
- ii) Where visitors are invited to contribute to the discussion they must observe normal trust board meeting procedure and recognise the authority of the person presiding.
- iii) The person at that time presiding as chairman may exclude any or all visitors from a trust board meeting at any time.

The Minister or the chairman may at any time call a special meeting of the board, and any 3 members of the board may at any time request in writing the chairman to call a special meeting of the board to be held no later than one month after the receipt of the notice. *(M.T.B. Act S18.3)*

At all meetings of the board a quorum shall consist of at least half of the number of members.

The chairman shall preside at all meetings at which he is present. *(M.T.B. Act S18.5)*

In the absence of the chairman from any meeting the members present shall appoint one of their number to preside. *(M.T.B. Act S18.7)*

At any meeting of the board the person presiding shall have a deliberative vote, and, in the case of an equality of votes, shall also have a casting vote. *(M.T.B. Act S18.8)*

All questions before a board shall be decided by a majority of the valid votes recorded. (M.T.B. Act S18.9)

If after half an hour after the time at which a meeting of the board was appointed, a quorum is not present, an officer of the board may adjourn the meeting to such time and place as is thought fit. (M.T.B. Act S18.6)

The board may from time to time, subject to the approval of the Minister, appoint a fit and proper person, who may be a member of the board, to act as secretary of the board, and with the like approval, may at any time remove the secretary from office. (M.T.B. Act S19.1)

The secretary shall have all such powers and duties as the board from time to time determines, and shall at all times conform to the directions of the board. (M.T.B. Act S19.2)

The secretary shall ensure that proceedings and resolutions of each board meeting are recorded in a minute book to be kept for that purpose. (M.T.B. Act S18.11)

The Trustees may from time to time appoint and remove any number of advisors upon such terms and conditions as they shall think fit to assist in advising on the administration and management of the trust. The Trustees shall not be bound to accept the advice of the advisors. (M.T.B. Act S19.3)

The Trustees shall have the power to apply for incorporation of the trust pursuant to the provisions of the Runanga Iwi Act in the event that it is decided at a Runanga Poupuu hui that such incorporation should proceed.

### **The duties and responsibilities of the Trustees**

Trustees are expected to attend all trust board meetings and most Runanga Poupuu hui and must:

- a) Act in good faith in the best interests of the Runanga as an entity in its own right and in the best interests of Ngati Whatua Iwi as a whole. Trustees must disclose conflicts of interests, e.g. in property, financial and share-related matters;
- b) Act with reasonable care drawing upon their knowledge, skill and experience and be diligent in attending to Runanga affairs;
- c) Act honestly and not seek to make profits from their positions;
- d) Exercise reasonable supervision over each other and, through the Chief Executive, over the other officers of the support services unit in the performance of those duties for which they are ultimately responsible.

- e) Ensure that requirements as to accounting records, holding of Poupou hui, provision of statutory information and annual returns are undertaken properly and to a professional standard;
- f) Disclose any interest in a contract, proposed contract or other activities;
- g) Issue statutory reports to Iwi members including:
  - i) Proposed changes to the Charter.
  - ii) The annual report.
  - iii) Notices of future planning
  - iv) Reports on the delivery of services
- h) Produce to the Minister any Runanga documents upon request;
- i) At the close of each financial year, arrange for the annual balance sheet and statement of income and expenditure to be sent to the Audit Office. (*M.T.B. Act S31*)
- j) Arrange for the annual production of the Corporate Plan including budgets and deliver it to the Minister in the month following the close of the financial year. (*M.T.B. Act S32*)
- k) Keep confidential such information that comes to them in their capacity as Trustees.
- l) Be equipped, through experience or study, to select and assess the Chief Executive's competence in terms of conceptual thinking, leadership and practical management techniques. Trustees must rapidly become thoroughly familiar with the demands of running the Runanga.
- m) Evaluate the performance of the Chief Executive against his or her targets, as recorded in a performance agreement, and ensure there is a proper corporate plan that is realistic and fits the needs of the Runanga and its resources.
- n) Initiate or review major corporate objectives, policies, budgets, plans and strategies. This includes approving major projects, capital expenditure of financial significance and compliance with periodic audits.
- o) Monitor the Runanga's financial structure, e.g. changes in capital structure and debt policy, short and long term credit facilities, insurance coverage and guarantees and financial obligations.
- p) Provide for the orderly succession to the position of Chief Executive, and approve the duties and limits of authority of the Chief Executive. This should extend to monitoring, reviewing and appraising the Chief Executive and ensuring that this approach is adopted by the Chief Executive for the remainder of the organisation.

## Portfolios

The various activities of the Runanga will be grouped into portfolios to allow a clear focus to be applied. One or more Trustees will be allocated the responsibility for a portfolio and they will have the primary role of deciding its policy and monitoring its management.

Portfolios will operate under the same rules as committees and will at all times be subject to the direction of the Board of Trustees. The chairman of the Board of Trustees will be an ex-officio member of all portfolio committees and subcommittees.

The trustee with primary responsibility for a portfolio shall be called the Director of the portfolio.

Portfolio Directors and other Trustees responsible for portfolios must:

- \* Contribute to and approve the corporate plan as it applies to their portfolio.
- \* Cooperate with Trustees holding other portfolios on issues where two portfolios overlap.
- \* Monitor the progress of funding and achievement of objectives for their portfolio.
- \* Ensure an equity of distribution of portfolio resources across the rohe.

The authorities of a Portfolio Director are:

- \* To convene subcommittees within the guidelines of the portfolio.
- \* To administer expenditure within specific guidelines as defined from time to time by the board of Trustees and within the limits prescribed for committees in terms of the Maori Trust Boards Act.
- \* To represent the Iwi on matters relating to the portfolio.

The support services unit will provide specific portfolio support through positions of Portfolio Managers as demands and budgets allow.

## Committees

The Trust Board may from time to time, by resolution, appoint a committee or committees, consisting of 2 or more persons, of whom at least one shall be a member of the board. (M.T.B. Act S20.1)

The powers delegated to each committee shall be specified in the resolution, however, no committee shall be delegated the power to authorise payments or contracts in excess of \$200. (M.T.B. Act S20.2, S20.3)

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Any delegation of power to a committee may be revoked at any time by the board. (M.T.B. Act S20.4)

The chairman of a committee may be appointed and removed by the board provided that a committee may at any meeting appoint one of its members to act in the absence of the chairman from that meeting. (M.T.B. Act S21)

Each committee shall fix a quorum, which shall be subject to the approval of the board and no business shall be transacted at any meeting of a committee unless a quorum is present. (M.T.B. Act S22.2)

All proceedings and resolutions of each committee shall be recorded and a copy forwarded to the secretary of the board as soon as practicable after the conclusion of the meeting. (M.T.B. Act S22.3)

All questions before a committee shall be decided by a majority of votes and the person presiding shall have a deliberative vote and, in the case of an equality of votes, shall also have a casting vote. (M.T.B. Act S22.4, S22.5)

Each committee shall be subject in all things to the control of the board and shall carry out all directions of the board given in relation to the committee or its affairs. (M.T.B. Act S23)

### **Responsibility for staff**

The board will be the legal employer of the support services staff and so will be responsible for setting guidelines for staffing matters.

The board shall have the power to appoint and remove the Chief Executive. The Chief Executive has the power to appoint and remove staff for the support services unit within guidelines from time to time set down by the board.

Once the Board of Trustees has approved a new staff or contract position, the Chief Executive will be responsible to advertise, interview and recommend the most suitable recruit to the board of Trustees for their approval.

Selection criteria will include Iwi affiliation as well as qualifications, ability and suitability. The Board of Trustees may refer applicants to the Chief Executive for consideration.

In the event of a dispute arising from the removal of the Chief Executive, the Chief Executive may appoint a mutually acceptable person as arbitrator who shall consider the case and advise the Board of Trustees who will accordingly accept the recommendations given by the arbitrator.

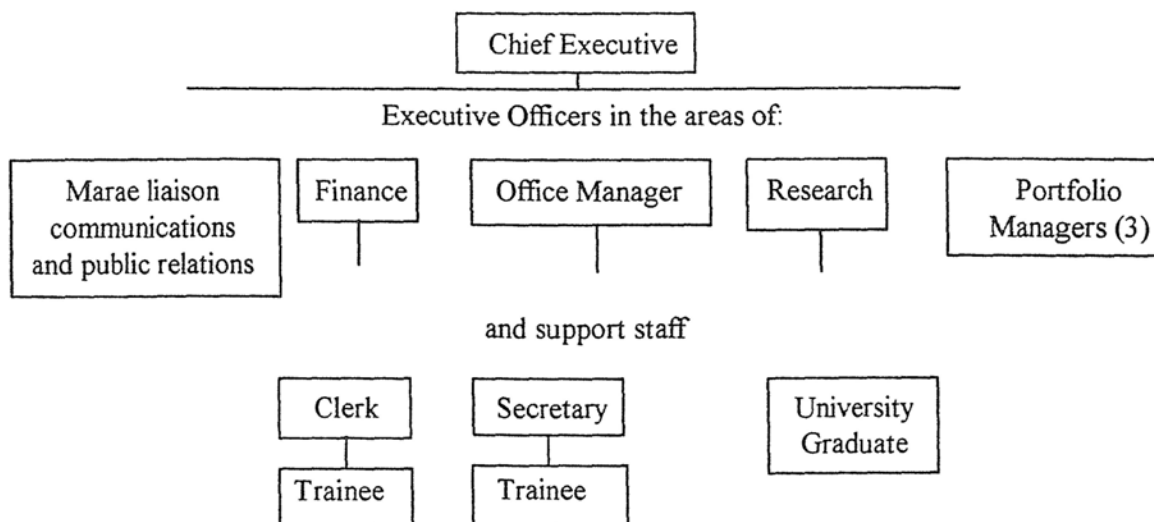
Appointment of the Chief Executive will be on contract within a market based salary range. The term of the contract will be negotiated between the Board of Trustees and the Chief Executive.

## 14. THE SUPPORT SERVICES UNIT

### General

The support services unit will provide services for the Runanga with a central headquarters at Wellsford and branch offices at Dargaville and Auckland. The support services unit will be under the overall policy control of a Board of Trustees - but the day to day control and implementation of the policy will be the responsibility of the Chief Executive. The Chief Executive will be the professional leader of the support services unit and will be responsible to the board.

The personnel structure of the support services unit will consist of:



Initially the unit will be established with minimum staff and will expand according to the demands of new programmes and as budgets allow.

The unit will have a company orientation with an emphasis on management expertise. Where it is effective to do so, the unit may coordinate the activities of self contained organisations which may be set up or contracted to manage certain programmes.

The support services unit will initiate activities in the areas of people development, language, culture and heritage, and communications within and without the Iwi according to the objectives of the corporate plan.

The unit will respond to individual and group initiatives within the rohe. Within guidelines set by the Board of Trustees, it will apply Runanga resources or recommend actions to the board for approval.

The unit will coordinate communications within and without the Iwi.



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## **Role of Chief Executive & staff**

The Chief Executive is responsible for:

- the preparation and maintenance of the Charter
- the allocation of duties and detailed objectives amongst staff
- the development of performance objectives and measures to assess that performance
- coordinating the annual preparation of the annual plan
- the management of the support services unit.

The Chief Executive will be expected to work in a collaborative relationship with staff, but will have the final responsibility for making decisions.

The Chief Executive is expected to attend all trust board meetings and Runanga Poupou meetings.

The Chief Executive will be responsible for approving leave of staff and will reimburse staff for day-to-day expense claims.

The Chief Executive will be responsible for employing relieving staff.

Issues concerning the actions of staff will be directed to the Chief Executive. In the event that resolution cannot be achieved and only where the issue is of importance then as a last resort the matter may be addressed to the Board of Trustees.

## **Responsibility for the annual plan and budgets**

The Chief Executive is responsible to the Board of Trustees for the completion of the annual plan and associated annual budget

The annual plan shall be produced in co-operation with the Trustees. The budget will be produced from the plan by the support services unit and will be approved by the board prior to its delivery to the Minister.

## 15. FUNDING

Funding will come from Government and private sources.

It is the responsibility of the Chief Executive to coordinate funding negotiations and to ensure that the necessary funds are acquired to support the activities of the corporate plan.

Contact with each sponsor will be coordinated according to a plan and initial meetings with sponsors will include the Chief Executive and various members of the trust board. Subsequent contact, particularly at local level may be with various Ngati Whatua involved with managing projects, subject to Chief Executive approval, and it will be essential that the Runanga is kept informed of local discussions, plans and negotiations.

The process of negotiation for funds will be on going throughout the year and to be successful it will be essential that it is coordinated and that the Trustees are kept aware of all plans and discussions taking place.

The negotiation plan will be drawn up under the direction of the Chief Executive and members of the trust board. It will take into account the requirements of each portfolio and the expected availability of funds.

All operational costs will be met from funds raised.

If monies are received by the Trustees which are intended to form part of the trust's assets and the donor of such monies has specified that those monies shall be used for a specific purpose (being one of the objectives of the trust) then the Trustees shall not use those monies for any other purpose except with the consent of the donor.

The board will be able to borrow money commercially if they so desire, subject to written consent from the Minister. Because of this, it may be necessary to create a general liability -held to a specified limit of grant funds- as security for lenders.

## 16. ACCOUNTS

All monies belonging to the board shall, without delay, be paid into the bank account of Te Runanga o Ngati Whatua. *(M.T.B. Act S28.1)*

No money shall be withdrawn from this account except with the authority of the board and by cheque signed by 2 authorised signatories. *(M.T.B. Act S28.2)*

The board shall cause full and accurate accounts to be kept of all money received and paid by it. *(M.T.B. Act S30)*

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## **17. THE COMMON SEAL**

The trust shall have a common seal which shall not be affixed to any document except pursuant to a decision of the Trustees and in the presence of the secretary and two Trustees who shall sign any such documents as witnesses to the affixing of the seal.

*(M.T.B. Act S34)*

The secretary of the trust shall have the custody of the seal and shall record all decisions to affix the common seal taken by the Trustees in a minute book for that purpose.

## **18. CHANGES TO THE CHARTER**

The Board of Trustees may recommend changes to this Charter to Iwi at a Runanga Poupuu hui.

With the approval by majority vote of the recommended changes, the Board of Trustees shall have the power to register these changes with the Maori Land Court or any other appropriate body.

Appendices, with the exception of appendix iv which describes the election process, may be changed at any time and only represent information current at the time of writing.

## TE RUNANGA O NGATI WHATUA

## List of Marae Poupou (12 July 1995)

| Marae | Location | Poupou | Address |
|-------|----------|--------|---------|
|-------|----------|--------|---------|

## ORAKEI TAKIWAI

|        |          |  |  |
|--------|----------|--|--|
| Orakei | Auckland |  |  |
|--------|----------|--|--|

## SOUTH KAIPARA TAKIWA

|             |             |  |  |
|-------------|-------------|--|--|
| Haranui     | Helensville |  |  |
| Puatahi     | Puatahi     |  |  |
| Reweti      | Waimauku    |  |  |
| Te Aroha Pa | Araparera   |  |  |
| Kia Ora     | Kakanui     |  |  |

## OTAMATEA TAKIWA

|                |           |  |  |
|----------------|-----------|--|--|
| Arapaoa        | Arapaoa   |  |  |
| (Nga Tai       |           |  |  |
| Whakarongorua) | Tinipai   |  |  |
| Oruawharo      | Oruawharo |  |  |
| Otamatea       | Baley     |  |  |
| Parirau        | Matakohe  |  |  |
| Pouto          | Pouto     |  |  |
| Te Kiri        | Leigh     |  |  |
| Te Kowhai      | Matakohe  |  |  |
| Te Pounga      | Oneriri   |  |  |
| Waiotea        | Tinopai   |  |  |

## WHANGAREI TAKIWA

|           |              |  |  |
|-----------|--------------|--|--|
| Okota     | Titoki       |  |  |
| Takahiwai | Takahiwai    |  |  |
| Tirarau   | Tangiteroria |  |  |
| Toctoe    | Whangarei    |  |  |

## NORTHERN WAIROA TAKIWA

|              |            |  |  |
|--------------|------------|--|--|
| Ahiklwi      | Mamaranui  |  |  |
| Kapehu       | Arapohue   |  |  |
| Matatina     | Waipoua    |  |  |
| Naumai       | Naumai     |  |  |
| Oturei       | Oturei     |  |  |
| Pahinui      | Waipoua    |  |  |
| Ripia        | Te Kopuru  |  |  |
| Taita        | Mamaranui  |  |  |
| Tama Te Uaua | Kaihu      |  |  |
| Te Houhanga  | Dargaville |  |  |
| Waikara      | Maunganui  |  |  |
| Waikaraka    | Kaihu      |  |  |

## TE RUNANGA O NGATI WHATUA

*(Development through unity, caring and responsible management)*

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### APPENDIX IV

#### ELECTORAL PROCESS

Where the members of Ngati Whatua are divided in wards or sections for the purpose of elections:

- (i). The roll shall also show the ward to which each member belongs,
- (ii). Members associated with more than one ward will have to elect which one they are to be enrolled in for election purposes.

It is the responsibility of each adult member of Ngati Whatua to ensure that his/her name is included in the roll and to supply to the board his/her full postal address for the time being. *(M.T.B. Act S43)*

At least 4 months before the term of office of the members of the board expires, the Secretary of the board shall call for nominations by public notice. *(M.T.B. Act S46)*

- (i). Candidates must be nominated in writing by at least 5 Ngati Whatua who are on the roll and eligible to vote. *(M.T.B. Act S47.1)*
- (ii). The candidate must endorse his/her consent on the nomination paper. *(M.T.B. Act S47.2)*
- (iii). Nominations must be lodged with the Secretary of the board no later than 3 months before the term of office of the members of the board expires. *(M.T.B. Act S47.3)*
- (iv). Candidates may stand for election in only one ward. *(M.T.B. Act S47.4)*

Elections will be by postal ballot. *(M.T.B. Act S50)*

- (i). The Minister will appoint the Returning Officer. *(M.T.B. Act S52)*
- (ii). The Secretary of the board will ensure that ballot papers are posted out to each member on the roll of Ngati Whatua according to their recorded addresses. *(M.T.B. Act S51)*
- (iii). Ballot papers must be posted back or lodged with the Returning Officer no later than one month before the term of office of the board expires. *(M.T.B. Act S52)*
- (iv). The Returning Officer will count the valid votes and advise the Secretary of the board of the results. *(M.T.B. Act S53)*

The elected members will be elected to the board of trustees by the Governor General in accordance with the Maori Trust Boards Act. *(M.T.B. Act S14.2)*

Elections to the board will be held every three years.

Every member of the board shall be appointed for a term of 3 years and any member may from time to time be reappointed. *(M.T.B. Act S15.2)*

If a trustee resigns or is removed in accordance with the Maori Trust Boards Act, the Governor General may appoint some qualified person to the board for the residual term of office. *(M.T.B. Act S16)*

At the first meeting of the board following an election, and at the vacation of office by the Chairman, the board shall appoint from its members a chairman. Any person appointed as chairman of the board shall hold office, while he/she continues to be a member of the board

# **TĀKAI HONO AGREEMENT**

**TE RŪNANGA O NGĀTI WHĀTUA**

**and the**

**DEPARTMENT OF CORRECTIONS – ARA POUTAMA AOTEAROA**

## GLOSSARY

|                                      |                                         |
|--------------------------------------|-----------------------------------------|
| <b>Kaitiaki</b>                      | Guardian                                |
| <b>Rohe</b>                          | Boundary                                |
| <b>Whānau</b>                        | Family                                  |
| <b>Hapū</b>                          | Sub-tribe                               |
| <b>Iwi</b>                           | Tribe                                   |
| <b>Mauri ora</b>                     | Conscious                               |
| <b>Tikanga</b>                       | Custom                                  |
| <b>Ngā tuku whai patanga</b>         | Effectual/valid contributions           |
| <b>Kaupapa</b>                       | Purpose/plan/matter for discussion      |
| <b>Mana</b>                          | Effectual/binding/authoritative/valid   |
| <b>Marae</b>                         | Meeting house                           |
| <b>Ngā Tira</b>                      | The Parties                             |
| <b>Te Kaupapa</b>                    | Purpose                                 |
| <b>Wawata</b>                        | Vision                                  |
| <b>Uara Taratahi</b>                 | Shared values                           |
| <b>Mahi Tahi</b>                     | Working in partnership                  |
| <b>Tohatoha</b>                      | Information sharing                     |
| <b>Te wā</b>                         | Term                                    |
| <b>Ngā rōpū mahi</b>                 | Governance and operational arrangements |
| <b>Ngā Kaituia</b>                   | Primary contacts                        |
| <b>Whakahaere Hononga</b>            | Relationship Management                 |
| <b>Ngā Takahuringa</b>               | Amendments                              |
| <b>Ngā Here o tēnei Whakaaetanga</b> | Limitations of this agreement           |
| <b>Arotake</b>                       | Review                                  |
| <b>Ngā Tohu</b>                      | Signatories                             |
| <b>Ngā Uri</b>                       | Descendants                             |
| <b>Manaaki</b>                       | Support                                 |

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## 1 NGĀ TIRA - THE PARTIES

- 1.1 The Parties to the **Tā kai Hono Agreement** (Agreement) are Te Rūnanga o Ngāti Whātua (**Ngāti Whātua**) and Department of Corrections - Ara Poutama Aotearoa (**Corrections**), (collectively the **Parties**).
- 1.2 Te Rūnanga o Ngāti Whātua is the central representative body for ngā uri o Ngāti Whātua.

## 2 TE KAUPAPA - PURPOSE

- 2.1 This Agreement sets the parameters for a sustainable and effective strategic partnership that:
- a. recognises the customary interests Ngāti Whātua has in the area outlined in **Schedule 1** and their kaitiaki role in ensuring that the people, culture, and environment of Ngāti Whātua are protected, nurtured, and developed in a manner that is based on (or founded on) the principles of Te Tiriti o Waitangi/the Treaty of Waitangi,
  - b. recognises the role and purpose of Corrections to improve public safety and contribute to the maintenance of a just society by:<sup>1</sup>
    - I. ensuring that the community-based sentences, sentences of home detention, and custodial sentences and related orders that are imposed by the courts and the New Zealand Parole Board are administered in a safe, secure, humane, and effective manner,
    - II. providing for corrections facilities to be operated in accordance with rules set out in the Corrections Act 2004 and regulations made under this Act that are based, amongst other matters, on the United Nations Standard Minimum Rules for the Treatment of Prisoners,
    - III. assisting in the rehabilitation of offenders and their reintegration into the community, where appropriate, and so far as is reasonable and practicable in the circumstances and within the resources available, through the provision of programmes and other interventions, and
    - IV. providing information to the courts and the New Zealand Parole Board to assist them in decision-making.
- 2.2 This Agreement provides a framework to facilitate engagement and co-operation on matters of mutual interest to the parties. The Parties enter into this Agreement in recognition of their rights, responsibilities, and dedication to strengthen partnership arrangements.
- 2.3 This Agreement does not intend to prohibit any of the acknowledged hapū or affiliated iwi of Ngāti Whātua from having their own relationship or Agreement with the Department of Corrections.

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<sup>1</sup> Corrections Act 2004, s 5.

### **3 WAWATA - VISION FOR THIS RELATIONSHIP**

- 3.1 Together the Parties seek to improve the cultural and social wellbeing of Māori that enter the Corrections systems within the rohe of Ngāti Whātua. Ngāti Whātua seeks to work alongside Corrections to assist Māori to connect and reconnect with whānau, hapū and iwi, and lead a life that positively impacts the communities they choose to reside in.

### **4 UARA TARATAHI - SHARED VALUES**

- 4.1 The overarching value underpinning this Agreement is mauri ora. This value can be expanded as:
- a. Mana Ngāti Whātua – Honour and uplift whānau of Ngāti Whātua.
  - b. Manaakitanga – Provide the resources to manaaki whānau of Ngāti Whātua.
  - c. Kaitiakitanga – Supporting whānau voice of Ngāti Whātua.
  - d. Hanga Whanaungatanga - building strong sustainable relationships.
  - e. Ora - working to improve the wellbeing of all people.
  - f. Whakapono - working together in good faith with honesty and transparency.
  - g. Aroha - working together with mutual trust and respect.
  - h. Kotahitanga - working together to achieve agreed outcomes.

### **5 MAHI TAHI - WORKING IN PARTNERSHIP**

- 5.1 In progressing this Agreement, the Parties recognise that Te Tiriti o Waitangi/the Treaty of Waitangi forms the underlying foundation of the partnership between Māori and the Crown.
- 5.2 Corrections endeavours to maintain and develop a partnership based on Te Tiriti o Waitangi/the Treaty of Waitangi principles and recognises and values the contribution and strengths of Ngāti Whātua in supporting the wellbeing of those in, and transitioning out of, Corrections management.
- 5.3 The Parties endeavour to explore the provision of tikanga-led, strengths-based and holistic responses to assist people under Corrections management to successfully rehabilitate and reintegrate into their community.<sup>2</sup>
- 5.4 The Parties agree to explore opportunities that enable and support the design and delivery of culturally competent Ngāti Whātua tikanga-led rehabilitation and reintegration services and practices.<sup>3</sup>
- 5.5 The Parties will, where possible, work together to explore:
- a. co-designing models of care that give effect to ngā tuku whai patanga, tikanga and kaupapa of Ngāti Whātua and the role and purpose of Corrections, and
  - b. building a collaborative approach for the development of applicable policies, protocols, practices and systems that support effective delivery of the agreed models of care.
- 5.6 This Agreement provides an opportunity to:

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<sup>2</sup> Cab Circular CO (24)5, 13/09/2024.

<sup>3</sup> Cab Circular CO (24)5, 13/09/2024.

- a. work together in good faith to understand Ngāti Whātua tikanga led solutions, and how Corrections could apply it,
- b. explore how parties could co-create, design, and invest in outcomes that reflect the Parties' shared interests and priorities,
- c. identify and work together on agreed measures, targets and objectives that assist people in Corrections' management achieve wellbeing outcomes, and
- d. work together to proactively identify preventative initiatives within the mandate of Corrections to reduce the number of Māori entering the justice system.

## **6 TOHATOHA - INFORMATION SHARING**

- 6.1 The Parties to this Agreement recognise the potential benefits of exchanging information with each other.
- 6.2 The Parties will explore opportunities for information, data, and research to be shared and exchanged lawfully and in good faith, within terms and conditions mutually accepted by both Parties.
- 6.3 The Parties acknowledge that, from 1 July 2025, there is a standard applying relating to the sharing of any personal information; such standard might apply in relation to this Agreement. In that case, the Parties will promptly enter a separate, legally binding (as a requirement of the standard) information sharing agreement, on a form to be provided by the Department. Information and templates are currently available on the Chief Digital Officer's website at <https://www.digital.govt.nz/standards-and-guidance/information-sharing-standard/standard>.

## **7 TE WĀ - TERM**

- 7.1 This Agreement commences on the date that it is signed by both Parties and continues until a Relationship Agreement is signed through a Deed of Settlement or until such time as either of the Parties decide to terminate this Agreement in accordance with clause 7.
- 7.2 Either Party may terminate this Agreement for any reason by giving the other Party 20 business days' notice in writing of their decision to terminate.
- 7.3 Notwithstanding clause 7.2, a Party may also terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party breaches this Agreement.
- 7.4 Prior to terminating under clause 7.3, the Parties will seek to utilise the process as set out in clause 10 to try to resolve any relationship-based issues (e.g., communication) between the Parties. If the Parties cannot address those issues, either Party may terminate this Agreement immediately by written notice to the other Party.

## **8 NGĀ RŌPŪ MAHI - GOVERNANCE AND OPERATIONAL ARRANGEMENTS**

- 8.1 This Agreement establishes a governance forum and an operational forum to ensure the intent of this Agreement is met.
- 8.2 The governance forum will consist of:
  - a. Ngāti Whātua – the Chairman of Te Rūnanga o Ngāti Whātua or another delegated officer.
  - b. Corrections – Chief Executive and/or relevant Deputy Chief Executive(s) of Corrections.

- 8.3 The governance forum will meet annually to discuss the strategic partnership between the Parties, receive a progress report from the operational forum and other key issues relating to the relationship. The date, time and place of these meetings are to be agreed between the Parties.
- 8.4 The operational forum will consist of:
- a. relevant representatives of Ngāti Whātua, and
  - b. relevant representatives of Corrections.
- 8.5 The operational forum will meet within one month of this Agreement commencing and thereafter as agreed between the Parties, at a minimum, this must be on a quarterly basis. The operational forum may agree to meet more frequently if required. The time and place of these meetings are to be agreed between the Parties.
- 8.6 The operational forum will be responsible for agreeing on a workplan, which may include objectives, actions, and timeframes in relation to agreed outcomes of this Agreement.
- 8.7 The operational forum will report back to the governance forum annually, prior to the annual meeting of the governance forum.

## **9 NGĀ KAITUIA - PRIMARY CONTACTS**

- 9.1 Each Party will nominate a key contact to manage the relationship as and when required and will notify the other Party, in writing, of this and any changes to the key contact.

## **10 WHAKAHAERE HONONGA – RELATIONSHIP MANAGEMENT**

- 10.1 The Parties commit to seek to act to uphold the intent and shared values of this Agreement while seeking to uphold the mana of all involved and will each address any issues that may be impacting the relationship (such as communication) promptly and respectfully, using culturally appropriate tools and practices, which will be on terms and conditions to be agreed between the Parties (e.g. venue, type of resolution tool or practice to be utilised and other particulars) and otherwise subject to the terms and conditions of this Agreement.

## **11 NGĀ TAKAHURINGA - AMENDMENTS**

- 11.1 The Parties may agree to amend this Agreement in writing by mutual agreement.

## **12 NGĀ HERE O TENEI WHAKAAETANGA - LIMITATIONS OF THIS AGREEMENT**

- 12.1 This Agreement is not legally binding and does not override or limit:
- a. the legal rights and obligations of the Parties,
  - b. the legal rights and obligations of the Parties,
  - c. the functions, duties, and powers that any Minister of the Crown, chief executive, official or statutory officer has,
  - d. any chief executive, Ministerial or Cabinet directives and applicable law,
  - e. the ability of the Crown to promote legislation and change or develop Crown policy; and/or
  - f. the ability of either Party to interact or consult with any other person or entity, including any iwi, post-settlement group, hapū, whānau, marae, or their representative.

- 12.2 The Parties recognise that each will be required to take deliberate steps to work together honestly and in good faith, but subject to their resources and individual priorities.
- 12.3 Each Party is committed to taking such steps on an ongoing basis to give and will not adopt measures that would prejudice giving effect to this Agreement without, where reasonably possible, prior consultation with the other Party and prior consideration of reasonable alternatives.
- 12.4 The Parties will cover all their own costs and expenses arising out of this Agreement, unless otherwise agreed in writing.

### **13 AROTAKE - REVIEW**

- 13.1 The Parties agree that the Agreement will be reviewed on a three-yearly basis, and that amendments may be proposed by either Party during the review to reflect new ways of working together.
- 13.2 Reviews may also take place at other frequencies as agreed by the Parties.

### **14 NGĀ TOHU - SIGNATORIES**

**SIGNED** for and on behalf of

**Ngāti Whātua** by:

Chair, Te Rūnanga o Ngāti Whātua

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Signature

[Date]

**SIGNED** for and on behalf of

**Department of Corrections** by:

Chief Executive

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Signature

[Date]

**SIGNED** for and on behalf of

**Department of Corrections** by:

Deputy Chief Executive

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Signature

[Date]

## 15 Schedule 1 Te Rohe o Ngāti Whātua



Te rohe o Ngāti Whātua is described as:

*Mai te awa o Tāmaki ki Manāia i te marangai, mai te awa o Tāmaki ki Maunganui i te uru.*

From the Tamaki estuary to Manāia on the east coast and from the Tamaki estuary and Otahuhu Portage along the northern Manukau Moana shoreline to Maunganui on the west coast.