

Ngati Toa Rangatira

Wellington Regional Council

**Memorandum of Understanding
Whitireia Park**

Draft

Memorandum of Understanding

Dated

2010

Parties

1. **Ngati Toa Rangatira** (“Ngati Toa”)
 2. **Wellington Regional Council** (“WRC”)
- (together “the Parties”)

Background

- A. Whitireia Park is a recreation reserve in Porirua City that is part owned by the Crown (Department of Conservation) as recreation reserve pursuant to the Reserves Act 1977 and is part held under lease pursuant to section 12 of the reserves Act 1977 whereby the leasehold interest in the land shall be subject to the Reserves Act for the term of the lease. The leasehold land is owned by Radio New Zealand Limited and the Lessee is the Crown-Minister of Conservation.
- B. Ngati Toa proposes to enter into a Deed of Settlement with the Crown in settlement of a number of historical claims.
- C. The Deed of Settlement will, in part, Transfer part of the recreation reserve to the ownership of Ngati Toa and Ngati Toa agree to that land being held as recreation reserve pursuant to the provisions of the Reserves Act 1977. The land to be transferred to Ngati Toa (the Ngati Toa land) is yet to be defined, but is expected to extend to approximately six (6) hectares.
- D. It is the intention of the Crown that WRC will be appointed as the Administering Body (in terms of the Reserves Act 1977) of the remaining Crown interests in Whitireia Park (the GW land).
- E. The Parties have held discussions in relation to their future relationship, and the manner in which both the Ngati Toa land and the GW land (Whitireia Park) will be managed.
- F. The Parties intend to give recognition to Ngati Toa’s ownership of the Ngati Toa land, the mana whenua status of Ngati Toa, and the cultural and spiritual importance and significance of the NT land to Ngati Toa, and to the interests of the Crown, the public, and third parties in respect of the Area.
- G. The Parties wish to outline in this MOU the nature of the ongoing relationship between the Parties in relation to Whitireia Park, as agreed during the course of those discussions.

Agreement

1 Purpose of Memorandum of Understanding

The purpose of this MOU is to establish a Roopu Tiaki (a Governance Group) for Whitireia Park.

2 Commitment

The Parties are committed to achieving:

- a. An enduring partnership based on co-operation, honesty, and respect;
- b. The fulfilment of the terms of this MOU in a manner which meets the aspirations of both Parties;
- c. The continued maintenance and development of Whitireia Park as an iconic cultural site and for its recreational and environmental values for the benefit of Ngati Toa, WRC and the general public, in a way that recognises the respective landholdings and responsibilities of the Parties within Whitireia Park;
- d. The continued control and management of the Recreation Reserve in accordance with the Reserves Act 1977;
- e. Subject to the requirements of the Reserves Act 1977, the management of the Recreation Reserve in a way that recognises the role and responsibilities of WRC and of Ngati Toa, the cultural, spiritual, recreational and environmental importance and significance, the interests of the Crown and the public.

3 Definitions and Interpretations

In this Memorandum of Understanding, unless the context otherwise requires:

“Administering Body” means the administering body (as defined in section 2 of the Reserves Act 1977) of the Reserve;

“Deed of Settlement” means the Deed of Settlement between Ngati Toa Rangatira and the Crown which anticipated to be signed during September 2010;

“DoC” means the Department of Conservation;

“GW land” means:

| | | |
|--|--|-----------------------------------|
| Part WN447/193 (Crown vested in GW) | Part Section 383 Porirua District | 108.8809 hectares - approximately |
| WN8B/1004 (Leasehold) | Parts Section 186 Porirua District and Lot 6 DP 29446 | 16.9048 hectares |
| WN26B/990 (Leasehold) | Lot 36 – 39 DP 25036, Lot 5 DP 29446 and Part Lot 1 DP 10900 | 36.4141 hectares |

being the remaining Crown interest in Whitireia Park comprising both Crown recreation reserve and a leasehold interest which is to be vested in Wellington Regional Council and is to be subject to the Reserves Act 1977, but excluding the Ngati Toa land.

“**WRC**” means Wellington Regional Council;

“**Management Plan**” means Whitireia Park Management Plan dated 1978;

“**Manager**” means WRC in its capacity as manager of Whitireia Park;

“**MOU**” means this Memorandum of Understanding;

“**Ngati Toa land**” means an area yet to be defined which comprises:

| | | |
|----------------|-----------------------------------|----------------------------|
| Part WN447/193 | Part Section 383 Porirua District | approximately 6.0 hectares |
|----------------|-----------------------------------|----------------------------|

which is presently held by the Crown as recreation reserve and is to be transferred to Ngati Toa Rangatira as recreation reserve pursuant to the provisions of the Reserves Act 1977.

“**Whitireia Park**” means all of the Ngati Toa land and all of the GW land contained which is to be held as recreation reserve pursuant to the Reserves Act 1977.

4 **Objectives**

The primary objectives of the Roopu Tiaki are to:

- a) Make strategic recommendations regarding the long-term management of Whitireia Park to the parties to this MOU.
- b) Develop a long-term vision for the management of Whitireia Park by reviewing and endorsing a management plan for Whitireia Park,
- c) Recommend annual work programmes for Whitireia Park including:
 - i) Promoting and communicating the Whitireia Park ecological, cultural, historic, recreational and environmental values to local, regional and national communities of interest.
 - ii) Recommending work priorities for approval and funding implementation.

5 **Composition of the Roopu Tiaki**

The Roopu Tiaki shall be comprised of representatives from:

- a) Greater Wellington Regional Council (WRC), (3)
- b) Ngati Toa Rangatira, (3)

The chairperson will be one of the Ngati Toa Rangatira representatives.

The Chairperson will not possess an additional or casting vote.

A quorum shall comprise 4 representatives, being at least 2 from each party.

6 **Roopu Tiaki Administration**

6.1 The Roopu Tiaki shall be serviced by WRC

6.2 WRC shall provide technical reports, take minutes and offer recommendations

6.3 WRC shall provide a Technical support team to support and advise the Roopu Tiaki on recreational, ecological and environmental matters.

- 6.4 Ngati Toa shall provide a Technical support team to support and advise the Roopu Tiaki on cultural and historic matters.
- 6.5 The Management Plan and annual work programme, as it affects Whitireia Park, will be subject to agreement by Ngati Toa and WRC (at full Council level) and noting that the plan in respect of a Recreation Reserve needs to be provided to the Minister of Conservation.
- 6.6 The Roopu Tiaki will have at least two (2) meetings per annum, convened by mutual agreement of WRC and the Chair of Ngati Toa.

7 Roopu Tiaki Considerations

- 7.1 WRC will, to the extent that it is able under the Reserves Act 1977, have particular regard to the views and advice of Ngati Toa in the carrying out of its functions under that Act in respect of the Recreation Reserve.
- 7.2 Ngati Toa will consider and provide advice to WRC on issues relating to the control and management of the Recreation Reserve, as Ngati Toa deems appropriate.

8 Recognition of Ngati Toa Rangatira Role in the Ngati Toa Land

- 8.1 WRC undertakes to retain the name Whitireia Park.
- 8.2 All promotional and directional material that may be developed will recognise the Ngati Toa Rangatira relationship to the area through that material.
- 8.3 Both WRC and Ngati Toa will allow use of their respective land for promotional purposes.
- 8.4 The current Whitireia Park Management Plan will remain in place over both the Ngati Toa and the GW land until its review.

9 Funding

- 9.1 Obtaining WRC Funding
- a) WRC will limit its funding for Whitireia Park to monies approved as part of the WRC Long-term Council Community Plan and Annual Plan.
 - b) Within that funding envelope, WRC shall not unreasonably decline approval or funding of the work programme.
 - c) WRC shall provide ranger and officer personnel for the operation of Whitireia Park that will be employees of WRC, and who will report to WRC.

10 Impasse Resolution

- 10.1 Where the Roopu Tiaki impasse arises, WRC and Ngati Toa Rangatira agree that:
- a) Where the decision is in respect of or impacts upon the GW land, it shall be WRC which holds the casting vote.
 - b) Where the decision is in respect of or impacts upon the Ngati Toa land, it shall be Ngati Toa which holds the casting vote.

11 WRC's roles in relation to Whitireia Park

- 11.1 Following its appointment under the settlement legislation that implements the Deed of Settlement, WRC will manage the GW land as the Administering Body.
- 11.2 To avoid doubt, the Parties agree that nothing in this MOU shall affect the obligations or fetter the powers of WRC under the Reserves Act 1977 in respect of the Recreation Reserve.

12 Ngati Toa Rangatira's roles in relation to Whitireia Park

- 12.1 WRC recognises Ngati Toa's land is to be held as recreation reserve pursuant to the Reserves Act 1977.
- 12.2 WRC recognises that Ngati Toa has voluntarily agreed to the Ngati Toa land being used as part of Whitireia Park.
- 12.3 WRC recognises the mana whenua status of Ngati Toa Rangatira, and the cultural and spiritual importance and significance of the Whitireia Park Area to Ngati Toa Rangatira.

13 Pouwhenua

WRC agrees that Ngati Toa may erect a Pouwhenua in Whitireia Park, of a nature and in a location to be agreed by the Roopu Tiaki.

14 Confidentiality

- 14.1 The Parties may disclose to each other information about their business and operations which is confidential ("Confidential Information"). Each of the Parties acknowledges that it will treat all Confidential Information as confidential, and will not use or disclose any Confidential Information to any third party except as authorised in writing by the other Party or as required by law.
- 14.2 Clause 14.1 is subject to the provisions of the Local Government Act 2002 and the Local Government Official Information and Meetings Act 1987.

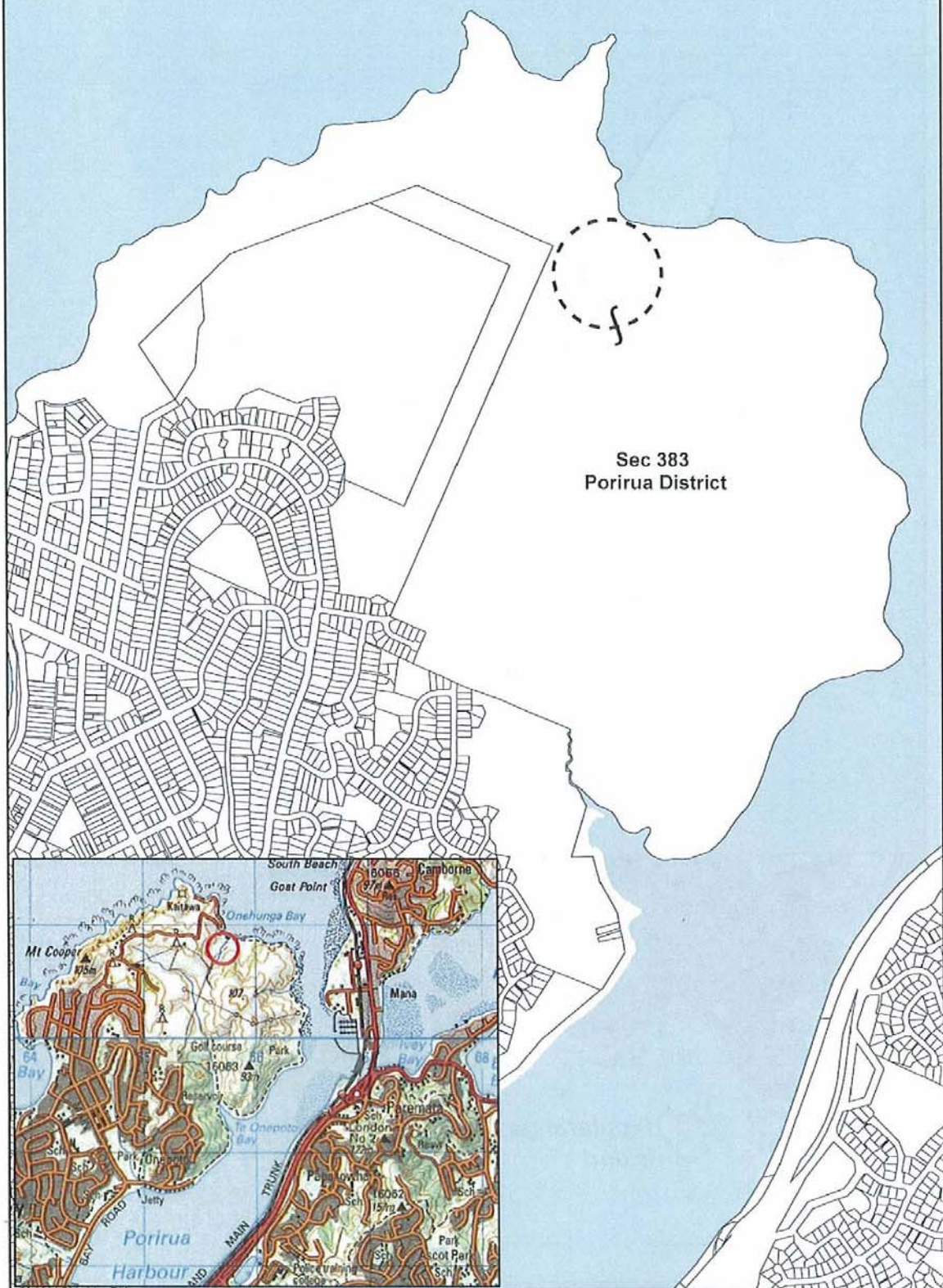
Execution

Signed for and on behalf of
Ngati Toa Rangatira
by:

Signed for
Wellington Regional Council by an
Authorised Signatory:

In the presence of:

Draft



Sec 383
Porirua District

Legal description : Wellington Land District
6.0 hectares, approximately, being
part of Section 383 Porirua District.
Subject to survey.

Whitireia Park
(Onehunga Bay)