

Memorandum of Agreement

Whakawhanake Kāinga Committee

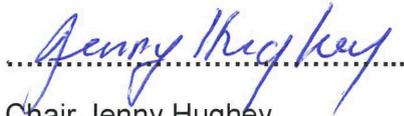
Urban Growth Partnership for Greater Christchurch

This Memorandum of Agreement is consistent with the requirements for joint committees as outlined in the Local Government Act (Clause 30A of Schedule 7), as amended by the Local Government Act 2002 Amendment Act 2014.

Dated:	Endorsed by the Greater Christchurch Partnership Committee on 10 September 2021 and subsequently ratified at the governance meetings of voting partners and signed by their representatives
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Whakawhanake Kāinga Committee (Urban Growth Partnership for Greater Christchurch) Memorandum of Agreement (2021)

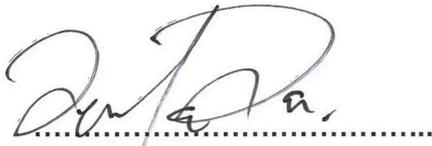
(Executed by the representatives at a meeting of the Whakawhanake Kāinga Committee (Urban Growth Partnership for Greater Christchurch) on 13 May 2022)



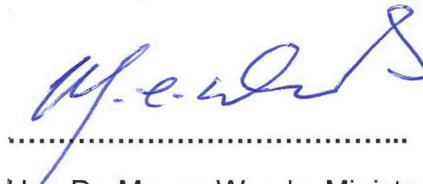
Chair Jenny Hughey
Signed on behalf of
Canterbury Regional Council



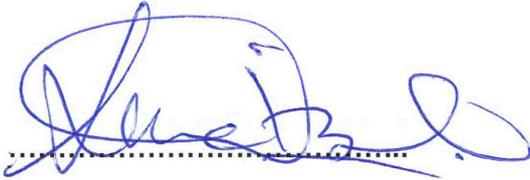
Mayor Dan Gordon
Signed on behalf of
Waimakariri District Council



Dr. Te Maire Tau
Signed on behalf of
Ngāi Tahu



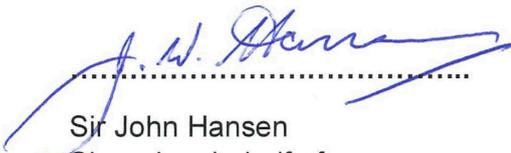
Hon Dr. Megan Woods, Minister of Housing
Signed on behalf of
The Crown



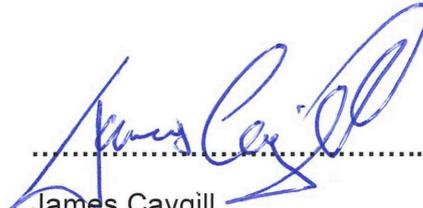
Mayor Lianne Dalziel
Signed on behalf of
Christchurch City Council



Mayor Sam Broughton
Signed on behalf of
Selwyn District Council



Sir John Hansen
Signed on behalf of
Canterbury District Health Board



James Caygill
Signed on behalf of
Waka Kotahi New Zealand Transport Agency

1. PURPOSE OF THE AGREEMENT

- 1.1. To outline the voluntary and collaborative approach and governance structure agreed between the Partners to address strategic urban challenges and opportunities for Greater Christchurch.
- 1.2. To comply with the requirements for joint committees as outlined in Clause 30A of Schedule 7 of the Local Government Act 2002.

2. CONTEXT

- 2.1. Urban Growth Partnerships are being progressed as part of the Government's Urban Growth Agenda to achieve greater alignment, integration and coordination between central government, local government and mana whenua around housing, land-use, infrastructure planning and investment.
- 2.2. The Partnerships comprise three core components:
 - an enduring Urban Growth Partnership/governance structure; and
 - joint spatial plans outlining how and where areas will grow over 30+ years; and
 - joint work programmes comprising key transformational initiatives.
- 2.3. This Memorandum of Agreement is intended to establish the governance structure for an Urban Growth Partnership with Greater Christchurch that will include overseeing the development and implementation of a joint spatial plan and associated joint work programme.
- 2.4. The value proposition for an Urban Growth Partnership in Greater Christchurch includes:
 - many of the challenges and opportunities facing communities, iwi, councils, and central government transcend the political boundaries and/or functions of the Partners
 - ensuring Ngāi Tahu values and priorities, such as kāinga nohoanga / papakāinga, are reflected and incorporated into strategic planning and decision-making to further recognise and support agreements with the Crown and enriches the bi-cultural heritage within our communities
 - improving the economic, social, cultural and environmental wellbeing of communities requires the application of statutory functions held by a number of local and central public agencies
 - communities have a clear expectation that public agencies must work together efficiently and effectively to deliver agreed community outcomes.
- 2.5. Working in partnership can:
 - demonstrate visible and collaborative leadership
 - build trust and stronger organisational and personal relationships
 - build better understanding of Partners' perspectives and identify shared objectives and areas of alignment
 - result in an agreed joint spatial plan and work programme
 - provide confidence and certainty to stakeholders and the community

- assist information sharing, efficient and effective working, and provide a stronger voice when advocating to others
 - establish a greater level of preparedness in responding to unforeseen events.
- 2.6. While Greater Christchurch is the primary geographic focus area of the Committee, the Committee will give consideration to the role of Greater Christchurch having regard to the takiwā of the respective Papatipu Rūnanga and Ngāi Tahu whānui, along with Canterbury, South Island and national contexts.
- 2.7. The Partners recognise that Ngāi Tahu holds rangatiratanga as guaranteed under Te Tiriti and as expressed in the Ngāi Tahu Claims Settlement Act 1998 throughout its takiwā.

3. BACKGROUND

- 3.1. The Greater Christchurch Partnership Committee is a longstanding joint Committee established in 2007 with a focus on land use and transport infrastructure planning in the context of the four well-beings.
- 3.2. In 2021, the Greater Christchurch Partnership Committee and the Crown agreed to form an Urban Growth Partnership (Whakawhanake Kāinga Committee) to work together to advance shared urban growth objectives relating to housing, infrastructure and land use within the context of the Urban Growth Agenda.
- 3.3. The Greater Christchurch Partnership Committee operates alongside the Whakawhanake Kāinga Committee to advance its wider strategic objectives in the context of intergenerational wellbeing where a collaborative approach amongst local partners is beneficial for current and future communities.
- 3.4. The intention is for the Memorandum of Agreements of the Greater Christchurch Partnership Committee and the Whakawhanake Kāinga Committee to include common elements to support the integration and efficient operations of these Committees. The areas which include common elements are:
- Common membership of the Greater Christchurch Partnership Committee members;
 - Independent Chairperson and deputy chairperson;
 - Quorum and conduct of meetings;
 - Delegations;
 - Financial delegations;
 - Limitations of powers;
 - Committee support;
 - Operating principles; and
 - Variations.
- 3.5. The areas of difference between the Greater Christchurch Partnership Committee and Whakawhanake Kāinga Committee Memorandum of Agreements are:
- Terms of Reference;
 - Meeting frequency; and

- Funding.

4. INTERPRETATION

- i. **Agreement** means this Memorandum of Agreement, including any variations entered into from time to time.
- ii. **Chief Executives Advisory Group** is an advisory group of the Chief Executives of the Partners. This means the Chief Executives of the Greater Christchurch Partnership Committee Partners, and for Whakawhanake Kāinga Committee matters, the addition of representatives from the Ministry of Housing and Urban Development, the Department of Internal Affairs, and Kāinga Ora Homes and Communities.
- iii. **Committee** means the Whakawhanake Kāinga Committee.
- iv. **Greater Christchurch** means the area covering the eastern parts of Waimakariri and Selwyn Districts Councils and the metropolitan area of Christchurch City Council, including the Lyttelton Harbour Basin. It includes the towns of Rangiora, Kaiapoi and Woodend/Pegasus to the north and Rolleston, Lincoln and West Melton to the south-west and is shown on the map attached overleaf as Figure 1.
- v. **Whakawhanake Kāinga** means the voluntary arrangements established to support collaboration amongst the Partners, including the Committee, the Chief Executives Advisory Group and staff advisory, coordination and implementation groups.
- vi. **Papatipu Rūnanga of Ngāi Tahu Whānui and their respective Takiwā** means as set out in Schedule 1.
- vii. **Partners** means together Ngāi Tahu, Canterbury Regional Council, Christchurch City Council, Selwyn District Council, Waimakariri District Council, Canterbury District Health Board, Waka Kotahi New Zealand Transport Agency, and the Crown.
- viii. **Senior Officials Group** is a group of Senior Officials of the Partners. This means the Senior Managers of the Greater Christchurch Partnership Committee Partners, and the addition of Senior Officials from the Ministry of Housing and Urban Development and Kāinga Ora Homes and Communities. This group will perform the function of the steering group for the joint spatial plan.
- ix. **Regional Council** means Canterbury Regional Council (operating as Environment Canterbury).
- x. **Territorial Authorities** means Christchurch City Council, Selwyn District Council and Waimakariri District Council.
- xi. **LGA 2002** means the Local Government Act 2002.
- xii. **RMA 1991** means the Resource Management Act 1991.
- xiii. **LTMA 2003** means the Land Transport Management Act 2003.

Figure 1: Map of area referred to as Greater Christchurch



5. COMMITTEE MEMBERSHIP

- 5.1. The Committee will have a membership of twenty, comprising nineteen voting members and one non-voting member, made up as follows:
 - i. Two Ministers of the Crown; and
 - ii. The Greater Christchurch Partnership Committee members which are:
 - a. An Independent Chairperson;
 - b. Three representatives appointed by Ngāi Tahu;
 - c. The Chair and two council members from Canterbury Regional Council;
 - d. The Mayor and two council members from Christchurch City Council;
 - e. The Mayor and two council members from Selwyn District Council;
 - f. The Mayor and two council members from Waimakariri District Council;
 - g. The Board Chairperson or a board member of Canterbury District Health Board;
 - h. The Director, Regional Relationships of Waka Kotahi New Zealand Transport Agency, with speaking rights but in a non-voting capacity.
- 5.2. The Partners will each appoint their representatives to the Committee.
- 5.3. The Partners may replace their unspecified representatives from time to time by providing written notice to the Committee confirming the amended appointment.
- 5.4. The Committee may agree to appoint up to two additional non-voting observers from time to time, and for a specified period of time, where such appointments will contribute to and support the work of the Committee.
- 5.5. There is no provision for alternate members, with the exception that the two Ministers of the Crown appointed to the Committee may nominate alternate members in the event that they are unable to attend.
- 5.6. The Committee will not be discharged at the point of each election period (in line with Clause 30(7) of Schedule 7 of the LGA 2002).
- 5.7. Other Partner representatives are welcome to attend and may seek speaking rights.

6. INDEPENDENT CHAIRPERSON AND DEPUTY CHAIRPERSON

- 6.1. The Independent Chairperson will be appointed by the Committee and will continue in the role unless otherwise resolved by the Committee or upon a resignation being received.
- 6.2. The Independent Chair will chair the Greater Christchurch Partnership Committee, the Urban Growth Partnership Committee, and the Chief Executives Advisory Group.
- 6.3. Remuneration and contractual arrangements for the Independent Chair will be agreed by the Chief Executives Advisory Group.
- 6.4. A Deputy Chairperson will be appointed by the Committee at the commencement of each triennium, and who shall be a voting member of the Committee. The Deputy Chairperson will continue in the role for the duration of the triennium unless otherwise resolved by the Committee or upon a resignation being received.

6.5. There will be no remuneration for the Deputy Chairperson.

7. QUORUM AND CONDUCT OF MEETINGS

- 7.1. The quorum at a meeting of the Committee consists of the majority of the voting members and must include one of the Ministers of the Crown or their alternate.
- 7.2. Other than as noted in this Agreement, the standing orders of the administering Council at the time shall apply.
- 7.3. Voting shall be on the basis of the majority present at the meeting, with no alternates or proxies, aside from those attending as alternates to the Ministers of the Crown.
- 7.4. For the purpose of clause 6.2, the Independent Chairperson:
 - i. has a deliberative vote; and
 - ii. in the case of equality of votes, does not have a casting vote (and therefore the act or question is defeated and the status quo is preserved).

8. MEETING FREQUENCY

- 8.1. The Committee shall meet quarterly, or as necessary and determined by the Independent Chair in liaison with the Committee.
- 8.2. Notification of meetings and the publication of agendas and reports shall be conducted in accordance with the requirements of Part 7 of the Local Government Official Information and Meetings Act 1987.

9. TERMS OF REFERENCE

- 9.1. The role of the Committee is to:
 - i. Provide strategic direction for the priorities and functions of the Committee.
 - ii. Foster and facilitate a collaborative approach between the Partners to address strategic urban challenges and opportunities for Greater Christchurch which are cross boundary or of sub-regional importance.
 - iii. Enable partners to better understand national and Greater Christchurch context.
 - iv. Enable partners to identify shared objectives and areas of alignment.
- 9.2. The priorities of the Committee are to:
 - i. Create a well-functioning¹ and sustainable urban environment
 - ii. In achieving this, priority will be given to:
 - a. Decarbonising the transport system
 - b. Increasing resilience to natural hazards and the effects of climate change
 - c. Accelerating the provision of quality, affordable housing

¹ Well-functioning has the meaning as defined in Policy 1, [National Policy Statement on Urban Development 2020](#).

- d. Improving access to employment, education and services.

9.3. The functions of the Committee are to:

- i. Provide a forum to collaborate on strategic urban challenges and opportunities.
 - ii. Oversee the development and review of a joint spatial plan and implementation of an associated joint work programme.
 - iii. Oversee the development and review of other strategies and plans as necessary to enable partners to deliver on the priorities of the Committee.
 - iv. In the development of, and to give effect to, the implementation of a joint spatial plan, associated work programme and development of any other strategies and plan as necessary as set out in 9.3 ii-iii, the Committee will:
 - a. Recommend to Partners how funding and resources should be applied to support their development and implementation.
 - b. Undertake wider engagement and consultation as necessary, including where appropriate holding hearings, to assist the development and implementation.
 - c. Recommend to Partners for ratification at individual partner governance meetings.
 - d. Undertake monitoring and reporting on the delivery of adopted strategies and plans.
 - e. Undertake any reviews or updates.
 - f. Ensure alignment with council plans and planning processes, strategies and policies, and evidence.
 - g. Identify and manage risks associated with implementation.
 - v. Ensure integrated planning of land-use, housing and infrastructure, including alignment with government policy, such as the National Policy Statement on Urban Development, and advancing opportunities to implement new urban development tools, such as the Infrastructure Funding and Financing Act 2020 and the Urban Development Act 2020.
- 9.4. In undertaking its role and performing its functions, the Committee will consider seeking the advice of the Chief Executives Advisory Group.

10. DELEGATIONS

- 10.1. Establishing, and where necessary amending, protocols and processes to support the effective functioning of the Committee.
- 10.2. Preparing communication and engagement material relevant to the functions of the Committee.
- 10.3. Commissioning and publishing reports relevant to the functions of the Committee.
- 10.4. Undertaking engagement and consultation exercises in support of the functions of the Committee
- 10.5. Selecting an Independent Chair and Deputy Chair in accordance with any process agreed by the Committee and the requirements of the LGA 2002.

- 10.6. Appointing, where necessary, up to two additional non-voting observers to the Committee.

11. FINANCIAL DELEGATIONS

- 11.1. The Committee can make financial decisions within an agreed budget envelope and as long as the decision does not trigger any change to the statutory plans prepared under the LGA 2002, the RMA 1991, or the LTMA 2003.

12. LIMITATION OF POWERS

- 12.1. In of itself the Committee does not have the authority to commit any Partner to any course of action or expenditure and its recommendations do not compromise the Partners' freedom to deliberate and make decisions.
- 12.2. For the avoidance of doubt, the Partners are under no obligation to accept the recommendations of the Committee.
- 12.3. In accordance with legislative requirements, Partners will retain decision-making and other statutory responsibilities in relation to their functions and responsibilities under the LGA 2002, the RMA 1991, and the LTMA 2003.

13. OPERATING PRINCIPLES

- 13.1. The practice of the Committee will be to work to achieve consensus wherever possible to achieve alignment and integration across all Partners.
- 13.2. The Committee will uphold Te Tiriti o Waitangi and its principles and embody Te Tiriti partnership through its functions and process.
- 13.3. The Committee will work in a collaborative and cooperative manner and take into account the interests of all sectors of the community.
- 13.4. The Committee will, at all times, operate in accordance with the requirements of the Local Government Official Information and Meetings Act 1987.

14. COMMITTEE SUPPORT

- 14.1. A Partner Council will act as the administrating authority to the Committee and this will be determined by the Chief Executives Advisory Group for each triennium.
- 14.2. The Greater Christchurch Partnership secretariat supports effective functioning of the Partnership and works with the Committee Advisor to provide secretariat support to the Committee.
- 14.3. The Committee is also supported through the provision of advice by the Chief Executives Advisory Group and a Senior Officials Group.
- 14.4. The Chief Executives will each appoint their respective official to the Senior Officials Group.
- 14.5. The Terms of Reference of the Chief Executives Advisory Group and Senior Officials Group will be agreed by the Chief Executives Advisory Group.

15. PARTNERSHIP FUNDING

- 15.1. The Committee and the collaborative work of the Urban Growth Partnership is supported financially through the provision of a central fund, which includes meeting the costs associated with the roles of Independent Chair and the secretariat.
- 15.2. The Partner Councils funding will be met through the following cost share (Canterbury Regional Council (37.5%), Christchurch City Council (37.5%), Selwyn District Council (12.5%), Waimakariri District Council (12.5%).
- 15.3. Funding will also be provided by central government as a contribution to the administration of the Committee and the joint secretariat at an amount to be agreed.
- 15.4. Annual financial contributions will be determined by the CEAG as part of the annual plan processes of Partner Councils and with reference to the agreed annual work programme of the Partnership.
- 15.5. Partners may make supplementary financial contributions to assist effective Partnership working and the delivery of agreed collaborative work programmes.
- 15.6. For the avoidance of doubt, the successful achievement of strategic goals and implementation of agreed actions within agreed strategies and plans relies on the alignment of individual Partner resources through annual plans, long term plans and other funding processes.

16. COMMUNICATIONS

- 16.1. For general matters the Deputy Chair and a nominated Minister of the Committee or their delegate shall be the spokesperson.
- 16.2. For Partner-specific matters the relevant Partner representatives shall be the spokespeople.
- 16.3. For specific projects the Committee may nominate a spokesperson.
- 16.4. For day-to-day operational matters the Partnership Manager shall be the spokesperson.

17. VARIATIONS

- 17.1. The Committee may, at any time, make a recommendation to voting member Partners to vary this Agreement.
- 17.2. A recommendation to vary this Agreement must be ratified at the governance meetings of all the individual voting member Partners.
- 17.3. Any variation to this Agreement will be attached to a copy of this document.

SCHEDULE 1

Schedule of Papatipu Rūnanga of Ngāi Tahu Whānui and their respective Takiwā² within the context of Greater Christchurch

Te Ngāi Tūāhuriri Rūnanga	The takiwā of Te Ngāi Tūāhuriri Rūnanga centres on Tuahiwi and extends from the Hurunui to Hakatere, sharing an interest with Arowhenua Rūnanga northwards to Rakaia and thence inland to the Main Divide.
Te Hapū o Ngāti Wheke (Rāpaki) Rūnanga	The takiwā of Rāpaki Rūnanga centres on Rāpaki and includes the catchment of Whakaraupō and Te Kaituna.
Te Rūnanga o Koukourārata	The takiwā of Te Rūnanga o Koukourārata centres on Koukourārata and extends from Pohatu Pā to the shores of Te Waihora including Te Kaituna.
Wairewa Rūnanga	The takiwā of Wairewa Rūnanga centres on Wairewa and the catchment of the lake Te Wairewa and the hills and coast to the adjoining takiwā of Koukourārata, Onuku Rūnanga and Taumutu Rūnanga.
Ōnuku Rūnanga	The takiwā of Ōnuku Rūnanga centres on Ōnuku and the hills and coasts of Akaroa to the adjoining takiwā of Te Rūnanga o Koukourārata and Wairewa Rūnanga.
Taumutu Rūnanga	The takiwā of Taumutu Rūnanga centres on Taumutu and the waters of Te Waihora and adjoining lands, and shares a common interest with Te Ngāi Tūāhuriri Rūnanga and Te Rūnanga o Arowhenua in the area south to Hakatere.

² As described in the Schedule of the Order in Council Te Rūnanga o Ngāi Tahu (Declaration of Membership) Order 2001. More detailed description is available in the Mahaanui Iwi Management Plan 2013.