

**AGENDA FOR A MEETING OF THE CULTURE AND COMMUNITY COMMITTEE
TO BE HELD IN THE COUNCIL CHAMBER AT WAITAKERE CENTRAL,
6 HENDERSON VALLEY ROAD, HENDERSON, WAITAKERE,
ON WEDNESDAY, 8 OCTOBER 2008,
COMMENCING AT 9.30 AM**

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1 APOLOGIES



2 URGENT BUSINESS

Section 46A(7) of the Local Government Official Information and Meetings Act 1987 provides that where an item of business is not on the agenda, it may only be dealt with at the meeting if:

- (i) the Committee by resolution so decides; and
- (ii) the Chairman has explained at the beginning of the meeting (when open to the public) that the item will be raised for discussion and decision, why the item is not on the agenda, and why it cannot be delayed until a subsequent meeting.

The Committee may make a decision on a matter determined to be urgent.

NOTE: Urgent Business need not be dealt with now and may be delayed until later in the meeting.



3 CONFLICTS OF INTEREST

The Council has acknowledged in its Code of Conduct that Elected Members need to be vigilant to stand aside from decision making when a conflict arises between their role as a member of the Council and any private or other external interest they might have. This note is provided as a reminder to members to check that no such conflicts arise in relation to any items on this agenda.



4 CONFIRMATION OF MINUTES

Meeting Minutes - Wednesday, 10 September 2008

RECOMMENDATION

It is recommended that the Culture and Community Committee resolve to:

Receive the minutes of the meeting of the Culture and Community Committee held on Wednesday, 10 September 2008, as circulated, and that they be taken as read and now be confirmed.



5 NORTHERN MYSTICS SPONSORSHIP

GLOSSARY

Northern Mystics Netball Franchise	(Mystics)
New Zealand Sponsorship Agency	(NZSA)

EXECUTIVE SUMMARY

The purpose of this report is to present to the Culture and Community Committee a post-season report on Council's sponsorship of the Northern Mystics Netball Franchise (Mystics).

RECOMMENDATION

It is recommended that the Culture and Community Committee resolve to:

Receive the Northern Mystics Sponsorship report.

BACKGROUND

1. At a meeting of the Culture and Community Committee on 12 December 2007, management of the Mystics made a presentation to the Culture and Community Committee where it was resolved:

“That the Chief Executive Officer be authorised to negotiate an agreement with the Northern Mystics Franchise Company to be based at the Trusts Stadium (Up to \$55,000 plus GST p.a. over a 3-year period), this to be conditional upon a 3-year agreement which includes a community engagement programme.”

3951/2007

2. Council staff worked with staff from the Mystics and the New Zealand Sponsorship Agency (NZSA) to prepare a sponsorship and marketing plan that would ensure that:
 - Council obtained maximum exposure of its brand via television broadcasts;
 - awareness of Council as a sponsor among event attendees and television audiences was increased;
 - the City received the most economic return from hosting rights as possible;
 - the event experience of fans was enhanced, and in doing so providing a positive interaction with Council; and
 - assisted in building local pride and Waitakere “ownership” of the Mystics.
3. The objectives of the sponsorship and marketing plan were achieved as shown below.
4. **Brand Exposure:** branding, signage, displays and uniformed staff at the event all carried the Waitakere logo. Branding included 1 courtside placement of our logo, step inserts on televised and non-televised sides of the court, second tier signage; and the player entrance gantry. Signage included pull up banners in the foyer, tear drop flags placed externally at The Trusts Stadium and logos on player banners in the foyer and main entrance to The Trusts Stadium, attached at page A1.

A1

- A2 5. **Sponsor Awareness:** Council was acknowledged as a sponsor by the Game Master of Ceremonies pre and post-games, as well as during the quarter, half and 3 quarter breaks. These acknowledgements were fed into the televised broadcast of the games. All home games were televised live on Sky TV and delayed broadcast on TV1 Sport. Logo placement was also achieved on the Mystics website. In addition to these placements Council ran a ticket competition through the Western Leader which gave residents free game tickets. Advertising of games was also hosted on the electronic billboard in Lincoln Road, attached at page A2.
- A3 6. **At-Event Experience:** Council provided pre-game entertainment such as a stilt-walker and juggler at the Carnival Day. Event staff also handed out Waitakere stickers. Approximately 7,000 Waitakere stickers were handed out over the season, attached at page A3.
7. **Maximisation of Economic Return:** the contract with the Mystics had a number of key performance indicators. These were:
- a) that the Mystics must spend a minimum of 75% (\$300,000) of their support costs within the City. Figures reported by the Mystics at year end showed that they spent \$427,500 with local businesses.
 - b) that the Mystics book as much of their accommodation locally, as was possible. The year end figures show that 335 bed nights were booked within the City during the 2008 playing season.
 - c) that a minimum of 5 home games be played at The Trusts Stadium in 2008, 2009 and 2010. During the 2008 season the Mystics played 6 home games at The Trusts Stadium. The other 2 home games were hosted at the North Shore Events Centre because The Trusts Stadium was unavailable.
- A4 8. **Building Local Pride and Ownership:** the City managed a mentoring competition which targeted netballers from primary and intermediate schools and featured a shoot out competition before each home game, with the winners received coaching sessions from Mystics players. There were 12 Waitakere-based schools that participated in the shootout competition. This competition resulted in 18 hours of Mystics players time being contributed to grass roots netball in the City, along with visits to netball games at the Te Pai Courts on Saturdays and opportunities for residents to get autographs and photographs with players post-games, attached at page A4.
- A5 9. Positive feedback has been received from Waitakere residents and schools involved in the mentoring programme. Samples of the feedback have been attached at page A5.

STRATEGIC CONTEXT

10. The events portfolio is seen as supporting Council's First Call for Children commitments and also supporting the promotion of social, economic, environmental and cultural well being of communities, as defined in the Local Government Act 2002 and Council's own Long Term Council Community Plan.
11. In 2006 the City adopted an events strategy which was developed to:
- Capitalise on the City's existing events infrastructure;
 - Leverage the City's proximity to other support services and facilities of an international standard;
 - Promote the attributes of Waitakere's culture and environment that differentiate the City as an event destination; and

- Contribute to the City's economic development strategy by positioning Waitakere as a great place to live, work and play.

CONSULTATION

12. No consultation was required.

RESOURCES

13. Council has committed a total of \$75,000 per annum for a minimum of 3 years through the Annual Plan to this sponsorship opportunity.
14. Meetings are now underway with the Mystics and NZSA to look at what resources and collateral will be required to maintain or increase our brand exposure in the 2009 season. This work will have a requirement on staff resources to manage the contract with NZSA to perform these duties on Council's behalf.

IMPLEMENTATION ISSUES

15. There are no implementation issues involved.

Report prepared by: Barbara Cade, Manager: Events and Special Projects.



6 RELATIONSHIP AGREEMENT WITH TE WHANAU O WAIPAREIRA TRUST

GLOSSARY

Memorandum of Understanding	(MoU)
Te Whanau o Waipareira Trust	(the Trust)
Joint Working Group	(JWG)

EXECUTIVE SUMMARY

The purpose of this report is to update the Culture and Community Committee regarding progress with development a formal relationship with Te Whanau o Waipareira Trust (the Trust), and to seek ratification of a draft Memorandum of Understanding (MoU).

Further to the initial presentation to the Culture and Community Committee on this issue in August 2008, discussions with representatives of the Trust have focussed on the development of a Partnering Agreement, as consistent with the Council's partnering approach. Trust representatives agreed that this approach would be appropriate given the nature of the relationship the Trust is seeking with the Council.

However, in the development of Partnering Agreements the relationship between the parties is critical to give the document depth and relevance, and the process of drafting a Partnering Agreement typically takes a number of months. It will be particularly important to take the time required to develop a meaningful Partnering Agreement with the Trust, who have emphasised the importance of the document setting out the kawa (protocol) of the relationship and that it be imbued with the mauri (life force) of the relationship.

A6-A14

In order to allow the partnering process with the Trust and the consequent development of a Partnering Agreement adequate time, it is proposed that these discussions occur over the next twelve months, and that a draft Partnering Agreement be brought back to Te Taumata Runanga and the Culture and Community Committee by September 2009 for their consideration. In order to address the short term opportunity to formalise and strengthen the Council's working relationship with the Trust though, it is proposed that the draft MoU attached at pages A6 to A14 be ratified immediately.

This MoU is substantially that which was developed in 2005 in conjunction with the Trust, with minor amendments. The Trust has already reviewed the draft MoU and has indicated it is comfortable with the content. Therefore, pending ratification by the Culture and Community Committee, the Trust would then be invited to ratify the draft MoU for subsequent signing by both parties.

Te Taumata Runanga was advised of this proposed process at their September 2008 meeting, and its comments are summarised herein.

RECOMMENDATIONS

It is recommended that the Culture and Community Committee resolve to:

1. **Receive** the Relationship Agreement with Te Whanau o Waipareira Trust report.
2. **Approve** the draft Memorandum of Understanding between the Council and Te Whanau o Waipareira Trust.
3. **Approve** that the Chairman of the Culture and Community Committee be granted the discretion to authorise on behalf of the Council any minor amendments to the draft Memorandum of Understanding proposed by Te Whanau o Waipareira Trust.
4. **Note** that a date in November 2008 will be sought for the Memorandum of Understanding to be signed by representatives of both parties, namely the Council and Te Whanau o Waipareira Trust, and that all Councillors will be invited to attend the signing.

BACKGROUND

1. At its meeting on 13 August 2008, the Culture and Community Committee resolved to:

“Approve that a draft Relationship Agreement be brought back to the meeting of the Culture and Community Committee for consideration and ratification, following consideration by Te Taumata Runanga.”

1375/2008

2. Since this meeting, representatives of the Trust were invited to consider framing the formal relationship between the Trust and the Council as a Partnering Agreement, consistent with the Council's partnering approach. Trust representatives agreed that this approach would be appropriate given the nature of the relationship the Trust is seeking with the Council.
3. In discussions with representatives of the Trust the following concepts were identified as being an integral part of a meaningful Partnering Agreement:
 - Whakapapa (genealogy; history): this history of the relationship between the Council and the Trust;
 - Kawa (protocols): the protocols that should be observed as part of the relationship between the Council and the Trust;

- Mauri (life force): a meaningful Partnering Agreement will reflect the mauri of the relationship between the Council and the Trust and thus be imbued with its own Mauri;
 - Whanaungatanga (family relationship): the Partnering Agreement should capture the intent of each party to enter into a relationship premised on whanaungatanga, which acknowledges that both the Council and the Trust are part of the same community, and that the success of the relationship between the organisations is contingent on the relationships between the people; and
 - Wairua (spirit): a successful Partnering Agreement will bind the parties in the spirit of its intent, will acknowledge those who have passed on and also future generations.
4. Incorporating these concepts into a Partnering Agreement will need to be done in a careful and sensitive manner, and more importantly, will need to be reflected in the way in which the relationship between the Council and the Trust is conducted. It will be important therefore for the Council to appreciate and understand how these concepts will inform its relationship with the Trust.
5. Clearly, for a Partnering Agreement to successfully convey the concepts laid out above, it will take time to develop. Also, the relationship between the Council and the Trust at a governance and operational level would benefit from having more time to develop.
6. However, it is envisaged that there will be benefit for both parties to engage in some level of formal relationship in the short term. A work programme comprising of social wellbeing, education and economic development streams is currently being developed. Therefore, in order to provide for the development of a long term, robust and meaningful Partnering Agreement and also for a short term, functional formal relationship in the interim, it is proposed that a MoU is signed covering a twelve month period, during which time a Partnering Agreement will be developed to a mutually acceptable standard.
- A6-A14 7. The draft MoU developed in 2005 in conjunction with the Trust, is sufficiently robust for the purpose of formalising a relationship between the Council and the Trust in the short term is attached at pages A6 to A14. Early indications from the Trust are that it is amenable to this approach and to utilising the draft MoU.
8. At its September 2008 meeting, Te Taumata Runanga resolved as follows:
- “1. *Kua Whiwhi / Receive the Draft Partnering Agreement with Te Whanau o Waipareira Trust report.*
 2. *Whakatau / Approve that a draft Memorandum of Understanding between the Council and Te Whanau o Waipareira Trust be presented to the Culture and Community Committee at its meeting to be held on Wednesday, 8 October 2008 for consideration and ratification.*
 3. *E Whakae Ana / Agree that the Culture and Community Committee consider any comments that Te Taumata Runanga has regarding the draft Memorandum of Understanding between the Council and Te Whanau o Waipareira Trust.”*

DECISION MAKING

Issues

Draft Memorandum of Understanding

9. Key aspects of the draft MoU are outlined below.
10. **Objectives:** the objectives outlined in the MoU are:
 - To assist the Council in providing opportunities for Maori to participate in local government and local democratic processes and to foster the capacity of the Maori community to contribute to local decision making processes;
 - To improve the ability and effectiveness of both the Council and the Trust to deliver services to the Maori communities of Waitakere;
 - To assist both Council and the Trust in the identification of desired community outcomes and ways in which those outcomes might best be achieved;
 - To assist both Council and the Trust in giving effect to the outcomes identified above; and
 - To establish structures and processes that enable the Trust and Council to identify areas where they should work together to achieve the above objectives.
11. **Political Relationship:** According to the draft MoU, where considered necessary by the parties, provision is made for Political Liaison meetings to be held between the Chairman of the Trust and other Trust Board members as required and the Chairmen of the appropriate Council Committees and other Committee Members (including the Mayor) as required to discuss any issues concerning the relationship between the parties or the MoU.
12. **Joint Working Group (JWG):** it is proposed that a JWG is established, which will be responsible for:
 - Managing and overseeing the preparation and review of work programmes and activities under this agreement for reporting to each party;
 - Discussing and managing all relationship issues in the first instance;
 - Conducting in the first instance any reviews of the MoU and preparing and/or considering any amendments to the MoU; and
 - Monitoring the progress of delivery of the agreed work programme.
13. It is proposed that the JWG be comprised of the Chief Executive Officers of both parties or senior officers nominated by them, as well as other officers or co-opted members as appropriate.
14. **Shared Work Programme:** as is typical with any MoU or Partnering Agreement, a shared work programme is being prepared that will encompass areas of work of mutual benefit to both parties. The MoU provides for the shared work programme to be gradually developed and then attached to the MoU.
15. At this stage, discussions on the shared work programme have focussed on the key areas of social wellbeing, education and economic development. It is envisaged that the shared work programme will identify key projects of each party where there are opportunities for collaboration, as well as potential new initiatives.

16. Current examples of Council projects that would benefit from increased involvement of the Trust include the Social Strategy, the Education Plan and Te Aho Tumanako (Maori Wellbeing Collaboration and Investment Plan). In turn, the Trust has a number of initiatives that would similarly benefit from Council advice and support, including their education portfolio and Family Management Plan.
17. **Review Provisions:** The draft MoU clearly states the intention to review the MoU during the next twelve months and develop it into a Partnering Agreement to better reflect the tikanga and values that will underpin the relationship between the Council and the Trust.

Options Identified

18. Council officers have been liaising with a designated working party of senior staff from the Trust to develop a formal relationship agreement and the related shared work programme. The working party has been informed of the option to ratify and sign a MoU covering a twelve month period and to develop a more suitable Partnering Agreement during this period. The working party are very supportive of this option.

Assessment of Options

19. The cost impact of a formal relationship with the Trust will include staff time and whatever areas that might from time to time be agreed upon to be contained in the annual work programme. However, there are potential cost benefits to the Council in terms of improved effectiveness through collaboration and coordination that may accrue solely through the investment of time.
20. The proposed formal relationship with the Trust will contribute to the Council's statutory obligations to Maori under the Local Government Act 2002, particularly those sections that provide for Maori input into local authority decision making processes. It will also increase the Council's capacity to engage with a significant proportion of its community.
21. As with any formal relationship, there is a risk around disagreement and fallout on particular issues. These risks can be mitigated through appropriate protocols and principles contained in the draft MoU.
22. There is a further risk of missed opportunity by failing to engage adequately with the Trust as a key service provider and community organisation in Waitakere.

Consideration of Community Views

23. For the purposes of developing a relationship between the Council and the Trust, the Trust is considered to be mandated to represent the views of its constituents. Therefore, as the community immediately affected by this process will be the constituents of the Trust, it will be taken that those views are represented by the Trust itself.
24. The views of representatives of Te Kawerau a Maki and Ngati Whatua o Orakei have been sought in regard to this process. Representatives of the respective iwi do not object to the proposed formalisation of the relationship between the Council and the Trust.

Preferred Option

25. It is recommended that the Culture and Community Committee ratify the attached draft MoU, which will subsequently be presented to the Trust for ratification at their 29 October 2008 board meeting.
26. The Trust Chairman, Airini Tukerangi, has already indicated that the Trust is amenable to the proposed process, and has distributed the draft MoU to board members. Ms. Tukerangi commented that she does not expect there to be any significant amendments requested by the Trust. However, to provide the Trust with an opportunity to propose amendments, it is recommended that the Chairman of the Culture and Community Committee be granted the discretion to authorise any such amendments, so as not to delay signing of the MoU.
27. It is anticipated that if there are any amendments proposed by the Trust they would be of a minor nature. However in the event that they are regarded by the Chairman of the Culture and Community Committee to be significant, then it is recommended that the Chairman have the discretion to request that the amendments be presented back to the Culture and Community Committee for consideration.

STRATEGIC CONTEXT

28. It is envisaged that a formal relationship with the Trust would be focussed around mutual objectives in the areas of social, economic and cultural wellbeing. The following community outcomes would be promoted and achieved through this relationship:
 - Access to Maori Resources - Mauri Ora;
 - Maori Leadership - Nga Manukura;
 - Strong Communities - He Iwi Kaha;
 - Strong Economy - He Tupuranga Kaha Ihi Wana;
 - Autonomy - Te Mana Whakahaere;
 - Healthy Lifestyles - Toiora;
 - Vibrant Arts and Culture - Toi me nga Tikanga Taketake;
 - Participation in Society - Whaiora; and
 - Working Together - Te Mahi Tahī.
29. In addition to the community outcomes referred to above, ratification of the proposed MoU will contribute to the Council's Treaty of Waitangi strategic priority, which requires that the Treaty of Waitangi is upheld in all the Council activities and planning process.

CONSULTATION

30. A team of Council officers from the Maori Relationships team and the Social and Cultural Strategy team within the Community Wellbeing Unit have been involved in developing this process. There is wide support for a formal relationship with the Trust within both teams, as current engagement with the Trust on various initiatives lacks an overall focus and tends to be ad hoc - an issue that would be addressed by having clear communication protocols and an agreed work programme.

31. As discussed earlier in this report, Council officers have been liaising extensively with senior staff from the Trust, who are on the whole very supportive of the proposed process outlined as the preferred option.

RESOURCES

32. No resources other than staff time have been required to develop the draft MoU, and the same applies to the development of a Partnering Agreement with the Trust over the next twelve months.
33. It is possible that investment by the Council could comprise a feature of the proposed shared work programme with the Trust. However, discussions on the shared work programme have not yet reached the stage of identifying potential resource implications. A further update will be provided to Te Taumata Runanga and the Culture and Community Committee once the shared work programme has been sufficiently developed.

IMPLEMENTATION ISSUES

34. Pending ratification of the draft MoU by the Culture and Community Committee and subsequently by the Trust, a date in November 2008 will be sought for both parties to sign the MoU. All Councillors will be invited to attend the signing, which will be an important opportunity to develop the governance level relationship between the Council and the Trust. A venue will be advised closer to the time of the signing.

Report prepared by: Wayne Knox, Maori Relationship Manager and Tony Rea, Group Manager: Social and Cultural Strategy.

