

20 December 2021

Reference: IR-01-21-34564

Marc Smith
fyi-request-17630-04df2d78@requests.fyi.org.nz

Dear Marc

Request for information

Thank you for your Official Information Act 1982 (OIA) request dated 19 November 2021 in which you asked for information regarding a partnership agreement between Ngāi Tahu and New Zealand Police (Police).

My response to each of your questions can be found below.

1. *A copy of the agreement to develop police stations in the South Island between Police and Ngai Tahu referenced in this article:*
<https://www.stuff.co.nz/national/127048139/ngi-tahu-and-police-sign-deal-to-develop-police-stations-in-the-south-island>

A copy of the Partnership agreement is attached. Please note that agreement commits Police to offering Ngāi Tahu a 'right of first opportunity' to investigate future property opportunities. Police is not obligated to proceed with any such opportunities.

2. *A link to the legal provisions, regulations, bylaws or administrative provisions, if any, that have given Police the power to make this deal. If there are no such provisions, I request documentary evidence of the policy documents or similar based on which the deal has been made.*

No specific provisions were required as the agreement only commits Police and Ngāi Tahu to "Collaboration and engagement with each other."

3. *Documentary evidence of the procurement process, if available: a copy of the notice of procurement (invitation to tender) and a copy of the response (offer) given by Ngai Tahu. If no procurement process has been completed, I request documentary evidence of the policy documents or similar that outlines why no procurement process under the Government Procurement Rules was required.*

Police has not made any commitment to purchase or lease any property as a result of this agreement. This part of your request is refused under s 18(e) of the OIA as the document alleged to contain the information requested does not exist.

Police National Headquarters

180 Molesworth Street. PO Box 3017, Wellington 6140, New Zealand.
Telephone: 04 474 9499. Fax: 04 498 7400. www.police.govt.nz

Please note that as part of its commitment to openness and transparency, Police proactively releases some information and documents that may be of interest to the public. Therefore an anonymised version of this response may be publicly released on the New Zealand Police website.

You have the right to ask the Ombudsman to review my decision if you are not satisfied with the response to your request. Information about how to make a complaint is available at: www.ombudsman.parliament.nz.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'MD', with a large, stylized flourish extending from the end.

Michelle Diston
Director - Property
New Zealand Police



Te Rūnanga o Ngāi Tahu

New Zealand Police | Ngā Pirihimana o
Aotearoa

**He Kirimana Rangapū
Partnering Agreement**

Kirimana Rangapū – Partnering Agreement

This Kirimana Rangapū is made on

2021

between (1) Her Majesty the Queen acting by and through the Commissioner of Police (Police)

and (2) Te Rūnanga o Ngāi Tahu (Te Rūnanga)

Background

- A. Ngā Pirihiimana o Aotearoa (New Zealand Police) is an instrument of the Crown which provides policing services to communities in Aotearoa / New Zealand.
- B. With the additional important aim of improving the social and cultural outcomes of ngā tāngata katoa o Aotearoa, including Ngāi Tahu whānui, Te Rūnanga and Police are committed to:
- i. working together to continue to further develop a long term and constructive relationship based on mutual trust and open engagement.
- C. The Charter of Te Rūnanga o Ngāi Tahu refers to the Kaupapa Whakakotahi, which is defined as follows: the Kaupapa Whakakotahi is that the poupou of the House of Tahu are the Papatipu Rūnanga of our people each with their own mana and woven together with the tukutuku of our whakapapa. In them resides the tino rangatiratanga of Ngāi Tahu. Its collective voice is Te Rūnanga.
- D. Ngāi Tahu Holdings Corporation Limited (NTHC) is the investment company of the Ngāi Tahu Charitable Trust, of which Te Rūnanga is the sole trustee. NTHC's role is to create wealth by using the assets allocated to it by the Ngāi Tahu Charitable Trust, to operate as a profitable and efficient business to enable charitable activities that benefit Ngāi Tahu whānui;
- NTHC owns Ngāi Tahu Property Limited (NTP) which is, broadly, the property holding, development and investment company within NTHC's commercial group of companies. NTP is the owner of the Dunedin and Queenstown Police stations, which were acquired from Police pursuant to the deferred selection process provided in the Ngāi Tahu Deed of Settlement dated 21 November 1997 (Ngāi Tahu Settlement) and pursuant to the Ngāi Tahu Claims Settlement Act 1998 (NTCSA). These two properties were among Te Rūnanga's cornerstone Ngāi Tahu Settlement property assets and continue to play an important part in the on-going post Settlement relationship between Te Rūnanga and Police; and
- NTP administers, under Part 9 of NTCSA, and through delegated authority from Te Rūnanga, Te Rūnanga's right of first refusal over all "relevant land", being, generally, all Crown land (including Police land) in the Ngāi Tahu takiwā (as outlined, for the purposes of this agreement, on the map in the attached Schedule (Ngāi Tahu Takiwā)); and
- E. Against this background, including the "new age of co-operation" between the Crown and Te Rūnanga stemming from the Ngāi Tahu Settlement, Te Rūnanga and Police share a special and important relationship in relation to Police's property interests, and the mana whenua of the rūnanga of Te Rūnanga, within the Ngāi Tahu Takiwā.
- F. Further, Police, through its:

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- i. Māori strategy, Te Huringa o Te Tai (“the turning of the tide”), and as evidenced by its “Our Business” document, is committed to strengthening its relationship and working collaboratively with tangata whenua; and
- ii. Property Strategy, Future ‘Built’ Presence within Police’s Communities Framework and 10 year Property Plan (New Zealand Police Strategic Intent for Property 2017-2026, which aims to transition the Police property portfolio over time including repositioning the presence of New Zealand Police in the community to better match how Police will operate in the future),

wishes to explore collaborative opportunities with NTHC in relation to Police’s property portfolio within the Ngāi Tahu Takiwā (and potentially elsewhere in Aotearoa), to optimise and enhance policing service delivery and to drive long-term reinvestment for this purpose.

- G. The intention is for:
- i. Collaboration and engagement with each other in respect to Police’s portfolio transition and
 - ii. iwi investment into new and existing Police infrastructure and property development requirements, sale and leaseback and
 - iii. other leasing opportunities within the Ngāi Tahu Takiwā and, potentially, elsewhere in Aotearoa (**Opportunities**).
- H. The parties are currently advancing discussions regarding potential Opportunities in respect of Police infrastructure requirements in Dunedin, Mosgiel and Queenstown / Frankton.
- I. This Kirimana Rangapū sets out partnering objectives and principles upon which NTHC and Police wish to record and engage with each other in relation to these existing and future Opportunities.

1. Objectives of Partnering Agreement / Kirimana Rangapū

- 1.1. The combined goal for both Te Rūnanga and Police of this Partnering Agreement is to investigate whether there are mutually beneficial property opportunities that underpin Police’s and NTHC’s partnering aspirations, have greater outcomes for the wider community and support sound business and investment decisions.
- 1.2. To achieve this goal, the parties will co-operatively investigate the feasibility of, and, where appropriate, implement, Opportunities that:
 - (a) are mutually beneficial;
 - (b) give expression to Police’s strategic goals with respect to iwi and community partnership and Police’s property asset portfolio;
 - (c) will lead to greater social and cultural outcomes for Aotearoa communities (including Ngāi Tahu whānui); and
 - (d) support sound business and investment decisions,(the **Partnering Objectives**).

2. Partnering Principles

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2.1. In addition to the Partnering Objectives and to ensure Police's and Te Rūnanga's special relationship is actively maintained, the following partnering principles are recorded and agreed to guide their respective interaction and relationship moving forward, including in relation to any Opportunity:

- (a) **Openness and integrity.** Openness, promptness, consistency and fairness in all dealings and communications between the parties and their agents. Although parties are under no requirement to reveal everything, what is shared must be true and parties will endeavour to take a default-to-share approach.
- (b) **Respect and trust.** Both parties adhere to a no surprises approach, make an effort to understand what is confidential, and respect this confidentiality. Both parties will make an effort to understand the challenges the other faces in order to ensure outcomes are realistic and will endure.
- (c) **Mutual interest.** A shared intention to achieve (by constructively and harmoniously working together), and optimise, mutual benefit on a basis that is consistent with their respective commercial interests. Only a mutually beneficial arrangement will be sustainable over time. The parties should remain flexible and open to thinking creatively about how their interests may complement each other. While the parties are agreeing to work with each other, they should be willing to consider third party involvement where this may create further mutual benefits (as long as this involvement does not disproportionately diminish another party's benefits).
- (d) **Aroha atu, aroha mai.** That the relationship should enhance the mana of the parties as strategic partners and seek to support the aspirations of both parties, through the notion of reciprocity.
- (e) **Commitment.** Both parties prepare with care and purpose and will maintain appropriate and consistent resource against this effort until no longer required. We will engage the right people within our respective organisations to ensure we achieve an outcome within the desired timeframe. The parties affirm the importance of further collaboration both related to and outside this relationship.
- (f) **Resolving differences.** Non-adversarial dealings between the parties and constructive mutual steps to both avoid differences and to identify solutions. Open, prompt and fair notification and resolution between the parties of any differences or disputes which may arise. Notification of issues or concerns at the earliest practical opportunity.

(the **Partnering Principles**).

2.2. The Partnering Principles are designed to support open, frank, honest, fair and consistent dealings between NTHC and Police and encourage a cooperative approach when investigating innovative ways to work together and plan future investment. Further principles may develop over time and are therefore not limited to those set out above.

2.3. The parties acknowledge that Te Rūnanga (as Te Tiriti partner) and the Police (as an important branch of the Crown) have a wide relationship reflecting the important historical, social and cultural roles each party plays in contemporary Aotearoa. The focus of this agreement is how NTHC and NTP interact with the Police in accordance with the Partnership Principles to achieve the Partnering Objectives. The parties agree to continue to work together on a good faith basis to explore expanding the focus and scope of this agreement to address more fully how Te Rūnanga and the Police can work together on a broader basis to achieve wider outcomes.

3. **Right of First Opportunity**

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- 3.1. The right of first opportunity set out in this clause 3 is based on the parties' alignment on the following points:
- (a) There are partnering Opportunities to consider between NTHC and Police regarding Police's property portfolio and its platform to support safer communities.
 - (b) A collaborative approach to these Opportunities should maximise NTHC's and Police's respective interests and aspirations.
 - (c) Strategic partnerships and alternative funding models will be important considerations for Police's future portfolio planning.
 - (d) NTHC will be proactive about local investment and partnering opportunities that may benefit Police.
 - (e) NTHC also supports investment in infrastructure assets that will materially benefit the community and are intergenerational.
 - (f) Police have prioritised planned investment into supporting a modern workplace from the Dunedin Policing Hub at 25 Great King Street, Dunedin and enabling improved service delivery across the wider Police business to meet long term Police requirements.
 - (g) Other key opportunities may include future projects proposed for Queenstown/Frankton, Mosgiel, Police's residential portfolio, and other aligned projects planned for the future.
- 3.2. The parties acknowledge that, in connection with Police leasing or purchasing any land or properties within the Ngāi Tahu Takiwā, it is the intention that, to the greatest extent practicable (respecting, for example, highly sensitive or confidential aspects of Police's business and Police being able to alone conclude any co-location arrangements between it and third parties (including other Crown agencies) in respect of any existing properties that are currently leased to or owned by Police or the third party (where ownership will not change despite the co-location arrangement), the parties will work together with the intention to facilitate and achieve such purchase or lease between them, on mutually acceptable terms and in accordance with the Partnering Principles.
- 3.3. To that end, and subject to any such sensitive and confidential aspects of its business and such right of Police to conclude co-location arrangements with other entities, Police grants a right of first opportunity (**Right of First Opportunity**) to NTHC in respect of any Opportunity or proposal for Police to develop or lease any site or property within the Ngāi Tahu Takiwā, such that if, at any time during the currency of this partnering agreement, Police desires to develop or lease any site within the Ngāi Tahu Takiwā (each, a **Proposal**), Police shall give Te Rūnanga a genuinely meaningful first opportunity to agree terms with Police to deliver a mutually beneficial solution that meets Police's requirements. However, this Right of First Opportunity will not apply to existing sites or property owned or leased by Police and where Police elects to carry out its own improvements or otherwise redevelop the site or property by itself, including improving or redeveloping existing, or building new, infrastructure, buildings and other facilities.
- 3.4. The parties acknowledge that this Right of First Opportunity does not commit the parties to concluding a contractual arrangement in respect of any Proposal, but the parties will use all reasonable endeavours to do so within a timeframe that is reasonable in the circumstances and consistent with the Partnering Principles.
- 3.5. The parties acknowledge that some requirements of Police's business will mean that Police are unable to grant NTHC Right of First Opportunity where Police have a particular requirement that is unable to be fulfilled by Te Rūnanga, such as:

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- (a) Police occupancy within airport campus / communities;
 - (b) Police occupancy within shopping malls / community hub precincts;
 - (c) Police occupancy arrangements with, and on land owned or leased by, a local authority or another government agency; and
 - (d) particular bespoke arrangements that are necessary due to Police's operational purposes.
- 3.6. If, having negotiated in good faith and consistently with the Partnering Objectives and the Partnering Principles, the parties are unable to agree commercial terms for a particular Proposal, Police may enter into negotiations with a third party for the delivery of the Proposal and without further reference to Te Rūnanga.
- 3.7. NTHC and Police also acknowledge their shared desire to engage in Opportunities that may arise outside of the Ngāi Tahu Takiwā (but always on a basis that is sensitive to and respects manawhenua of the relevant rohe).

4. General

- 4.1. NTHC and Police recognise that all discussions under this Kirimana Rangapū are to be consistent with the Partnering Objectives and the Partnering Principles. However, if nothing material eventuates in a commercial sense, including in relation to any particular Opportunity or Proposal, the ongoing Police and NTHC relationship is paramount and will continue to be actively maintained between NTHC and Police.
- 4.2. Nothing in this Agreement will create, constitute or evidence any partnership, agency, trust, employer/employee relationship or fiduciary relationship between the parties (including, in the case of Te Rūnanga, NTHC and NTP).
- 4.3. Nothing in this Agreement limits the application of Part 9 of the NTCSA in respect of any Police property within the Ngāi Tahu Takiwā that is "relevant land" for the purposes of that Act.
- 4.4. The parties shall not make any media statements or announcements in respect of this Kirimana Rangapū, any Opportunity or Development Proposal without previously consulting, and acting reasonably and respectfully, with the other party with regard to such media statements or announcements.
- 4.5. NTHC acknowledges that Police is subject to the Official Information Act 1982. Pursuant to a request made under that legislation Police may disclose information relating to this Kirimana Rangapū where this is necessary for Police to comply with its relevant legal obligations.
- 4.6. Each party nominates the following person as its agreed primary representative for any discussions or actions to be carried out under this Kirimana Rangapū, including in respect of any Opportunity or Proposal:
- (a) **Police:** Director Infrastructure
 - (b) **NTHC:** Chief Executive

who may be replaced by their party from time to time by written notice from a senior representative (see below) to the other.

- 4.7. Each party nominates the following person as its current senior representative for any matters that may necessitate senior level discussions under and agreements in relation to this Kirimana Rangapū. These senior representatives will be entitled, and authorised, to delegate to other

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persons in Police and NTHC, respectively (noting that in the case of NTHC, these may be persons within Te Rūnanga, NTHC and/or NTP), to negotiate the detail of any proposed transactions and agreements on behalf of Police and NTHC. Any such transactions and agreements will be subject to Police's and NTHC's final approval (which may be confirmed in writing by their respective primary representatives as referred to in clause 4.6):

- (a) **Police:** Deputy Chief Executive: Corporate Operations Services
- (b) **NTHC:** Chief Executive, Ngāi Tahu Holdings

(each a **senior representative**), who may be replaced by a party from time to time by written notice to the other.

- 4.8. This Kirimana Rangapū is intended to be the foundation and touchstone of an on-going, long term strategic relationship between Te Rūnanga and Police. Accordingly, this Kirimana Rangapū will endure and continue for the time being, and may only be terminated by notice in writing from one party's primary representative to the other primary representative in writing.

Kirimana Rangapū – Partnering Agreement

Executed as an agreement.

Her Majesty the Queen by and
through The Commissioner of New
Zealand Police by and in the
presence of



Witness Signature

Paul BASHAM

Print Name

Occupation

District Commander - Southern

Address

Dunedin / Otepoti

Te Rūnanga o Ngāi Tahu by and in
the presence of



Authorised Signatory

Arihia Bennett

Print Name



Witness Signature

E.W. Ellison

Print Name

Upoko

Occupation

492 Harrington Point Rd
Otakou, Dunedin

Kirimana Rangapū – Partnering Agreement

Schedule: Ngāi Tahu Takiwā

