

Memorandum of Understanding

Between

TE RŪNANGA O WHAINGAROA

And The

FAR NORTH DISTRICT COUNCIL

The Parties

The parties to this Agreement (**Agreement**) are:

- A. **Te Rūnanga O Whaingaroa (TROW)**
- B. **Far North District Council (Council) - Te Kaunihera o Te Raki**

1.0 BACKGROUND

This Memorandum of Understanding (or the Agreement) arises out of the desire of both parties to develop a relationship in good faith as a way of working together on collaborative issues.

1.1 Te Rūnanga O Whaingaroa

Te Rūnanga O Whaingaroa (TROW) is a Mandated Iwi Organisation in the Māori Fisheries Act 2004, an Iwi Aquaculture Organisation in the Māori Aquaculture claims settlement Act 2004, Represents Ngāpuhi / Ngāti Kahu ki Whaingaroa as an “Iwi authority” for the purposes of the Resource Management Act 1991 and is a registered Charitable Trust based in the mid/far north.

TROW has an operational service delivery arm focused on providing Whānau Ora holistic services to all resident families/whānau and individuals seeking assistance in our geographic area.

TROW delivers across the social, health, education, housing and justice sectors and offers information/advice services to all families/whānau in their service delivery area. This includes social work supports, financial capability, counselling, Playcentre, health promotions, driver licensing, positive parenting, Whānau Ora planning, pre-employment preparation and placement services.

TROW is also the 100% shareholder of the Asset Holding Company Whaingaroa Fisheries Company Limited and supports distributions to registered beneficiaries through Marae as well as through educational scholarships and sports/cultural grants to individuals and teams.

TROW was established in 1991, to protect resources and deliver services for the whānau of Whaingaroa.

TROW is governed by a Board selected from within its beneficiary base including its 16 affiliated Marae to oversee the Rūnanga and its subsidiaries.

TROW's rohe can be identified as

"I timatanga I Oruru tae noa ki te awa o Orua-iti. Me huri aku kamo ki te whatu o Parikihana i Mangonui Taipa. I hakawhiti atu ana ki Maungataniwha ki te hauauru o Otangaroa tae noa atu ki te ngahere o nga puke tiitii o te waka o Mataatua. I rere tenei o nga manga ra roto whenua, ra runga whanuia o Waipapa, Te Whau, Upokorau. I marere atu au ki te moana o Takou ki te awa o Te Koua Kawau te wahi i takoto mai ana te waka tupuna o Mataatua. Toro atu ki te takutai o Te Rawhiti me huri ano te kanohi ki te Pokopoko o Hinenui Po me Te Urenui o Mauipotiki. Mai te Aukanapanapa, he tohu mo te ara taku tai moana tae noa atu ki te tuawhenua ki Tangitu" (See Schedule 1).

The land boundary commences at the river mouth of the Oruaiti River in the north, moving in a southerly direction encompassing the Puketi Forest, and then moving in a north easterly direction in the Tākou River area.

The coastal boundary commences at the mouth of the Oruaiti River, follows the eastern side of the Mangonui Harbour, then directly out to sea moving in a south easterly direction along the coast to Rupurapura (Needles) off Pureura and includes the Whangaroa Harbour, its rivers estuaries and island within this rohe.

The rohe is further described as those areas that the hapū of the marae within the above boundaries exercise manawhenua and manamoana.

1.2 Far North District Council

The Council is charged with giving effect to the purpose of local government, as specified in the Local Government Act 2002 (LGA) which is:

- a) To provide a framework and powers for local authorities to decide which activities they undertake and the manner in which they will undertake them; and
- b) To promote the accountability of local authorities to their communities; and
- c) To provide for local authorities to play a broad role in meeting the current and future needs of their communities for good quality local infrastructure, local public services and performance of regulatory functions.

Council is also charged with giving effect to the purpose of the Resource Management Act 1991 (RMA) which is "to promote the sustainable management of natural and physical resources."

Sustainable management means managing the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while:

- a) Sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and
- b) Safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and
- c) Avoiding, remedying, or mitigating any adverse effects of activities on the environment.

The district has three wards – Te Hiku, Kaikohe/Hokianga and Bay of Islands/Whangaroa.

2.0 PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

To promote an equitable relationship and engagement between Council and TROW in the quest to enable Council to be more responsive and to collaboratively drive better outcomes with TROW for their communities.

As expressed by Nuki Aldridge, a noted Kaumatua of Whaingaroa, *‘tāngata whenua must be part of the decision-making process and if there is to be any substance and form to equity and partnerships, then the status quo has to change’*.

This Memorandum of Understanding outlines the willingness and intent of TROW and Council to co-operate with each other at a strategic level and to operationalise and work proactively on key objectives of mutual interest through to successful conclusion.

In particular, this agreement establishes and provides for a clear understanding of the basis and ongoing conduct of the relationship between the Council and TROW in the context of the:

- Resource Management Act 1991
- Local Government Act 2002

3.0 RATIONALE

This Memorandum of Understanding is made in the spirit of co-operation which epitomises the signing of Te Tiriti o Waitangi.

Therefore, both TROW and Council agree to work in partnership, with a spirit of mutual respect whilst ensuring equity around iwi perspectives. This will recognise the complementary aspects of the respective organisations.

Both parties regard this strategic partnership as an opportunity to utilise and build their distinctive strengths and better serve their local communities.

Both parties respect and seek to accommodate different cultural values and ways of working, and recognise a range of philosophies and practices of environmental and local government management.

4.0 BENEFITS

It is envisaged that this partnership will afford each partner, and the communities they serve, a number of benefits and outcomes. These will include, but are not limited to:

- 4.1 Advancement of an Iwi/Māori worldview within Council.
- 4.2 Enriching the activities of Council by fostering links with TROW.
- 4.3 Improved service delivery to meet the needs of their respective communities.

5.0 GOALS

The parties commit to the following goals for this Agreement:

- 5.1 To base interactions on trust, honesty, integrity, respect and goodwill, upholding the mana of both parties.
- 5.2 Acknowledge, protect and enhance the strengths each partner brings, in order to:
 - 5.2.1 Work collaboratively to facilitate positive outcomes.

- 5.2.2 To create and foster a high trust environment which allows the parties to work together while pursuing their own interest and priorities.
- 5.2.3 To provide an engagement framework for both parties to work together.

The primary goal is to ensure that TROW and Council are actively engaging with each other on relevant matters that occur within the rohe of TROW and that an annual work plan will be collaboratively agreed to identify how objectives will be implemented and appropriately resourced. Resourcing in this context may include capacity building, technical advice / expertise, information and/or financial support where it is deemed appropriate.

6.0 GENERAL PRINCIPLES

The Parties recognise that this Agreement upholds the principles of:

- 6.1 Kotahitanga: Working together and building unity of purpose in good faith and co-operation recognising that there will be contributions made by each other when working towards mutually agreed objectives.
- 6.2 Whanaungatanga: Strengthening the connections with each other and maintaining honest and open dialogue which allows for transparency and no surprises.
- 6.3 Manaakitanga: Looking after each other, with mutual respect and reasonableness.
- 6.4 Kaitiakitanga: Taking responsibility for the environment.
- 6.5 Mana Whenua: The traditional or customary authority exercised by TROW over their rohe.
- 6.6 Ahikā: Recognition of those that remain and reside on the whenua as kaitiaki.
- 6.7 Tino Rangatiratanga: To enable self-determination, TROW has the autonomy to pursue and manage its own affairs.
- 6.8 Mātauranga: The value of knowledge and expertise of each party.
- 6.9 Tikanga: Doing things right.

7.0 REPRESENTATION

- 7.1 All Parties retain the right to choose their own nominated representatives depending on the nature of the discussion, level (governance or operational) or initiative that they are collectively working on. Both TROW and Council recognise that those representatives are authorised to speak for their respective organisations.
- 7.2 In the case of TROW the official representative contact person will be the Chair of TROW. Council's official representative will be the Deputy Mayor of the Far North District Council. Day-to-day contact will be through such Council officers and TROW representatives that the parties will identify from time to time.

8.0 PARTICIPATION

- 8.1 Council will develop, maintain and sustain an ongoing positive and effective working relationship with TROW at both the governance and operational levels.
- 8.2 Council and TROW agree to formally meet with each other on at least an annual basis to:

- 8.2.1 Discuss and agree on key and mutually agreeable objectives. These objectives will be operationalised via a collaboratively agreed work plan that can be progressed through to completion.
- 8.2.2 Evaluate and review the ongoing processes of engagement and work achieved.
- 8.2.3 Formally review the Memorandum of Understanding.
- 8.3 TROW will exchange views, ideas and perspectives with Council. This includes providing cultural expertise and advice where considered appropriate.

9.0 CONSULTATION

- 9.1 Both Parties will ensure that consultation will involve:
 - 9.1.1 A genuine invitation to give advice and a genuine consideration of that advice.
 - 9.1.2 The provision of sufficient information and time for the consulted Party to be adequately informed, to appraise the information and to make useful responses.
 - 9.1.3 Recognition that consultation is not simply informing each other of impending actions. The duty is an active one. Council must consult early and in good faith.

10.0 CONFIDENTIALITY

- 10.1 Information shared between the Parties shall be treated with good faith.
- 10.2 Information received from consultation shall be used by the Parties for its intended purpose or with the express consent of the Parties.
- 10.3 TROW will undertake to protect any sensitive or confidential information received from the Council.
- 10.4 Privileged or confidential information (including cultural knowledge) received by Council from TROW will be protected and not passed onto any other party without expressed permission having been granted.

11.0 DISPUTES

- 11.1 Council and TROW agree to meet to attempt to resolve any conflicts that may arise.
- 11.2 In the event of a dispute between the Parties, they will use their best efforts to informally resolve the dispute in good faith and through dialogue, clear communication, negotiation and a commitment to work towards acceptable solutions with honesty and respect.
- 11.3 If disputes cannot be resolved by discussion and negotiation, Parties may jointly agree on appointing a suitably qualified mediator. It is noted and acknowledged that this should be as a last resort.
- 11.4 Parties shall avoid recourse to alternative agencies including the media.
- 11.5 To assist in the ongoing development of a transparent and accountable relationship, Council and TROW will inform each other as soon as practicable in writing of any situation or development which may jeopardise or compromise each partners commitment to this Agreement and their overall relationship with each other.
- 11.6 If any dispute is not resolved through the process defined in clauses 11.1 - 11.5, either party may terminate the Agreement at any time thereafter.

12.0 UNDERSTANDINGS

12.1 The term of this Agreement is for a period of three years initially, effective upon signing and may be extended upon written mutual agreement. It shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

12.2 The Parties to this Agreement are separate entities, retaining their own identity, autonomy, and distinctive characteristics. Each is responsible for its own financial affairs, and its own intellectual and physical resources.

13.0 DISCLOSURE

The Parties have the right to disclose the existence of this agreement to the public at large provided that any disclosure made is materially accurate and not misleading.

Executed by:

Mayor John Carter
Far North District Council

Murray Moses
Chair, Te Rūnanga O Whaingaroa

Shaun Clarke
Chief Executive Officer
Far North District Council

Toa Faneva
Chief Executive Officer
Te Rūnanga O Whaingaroa

Date: _____

Date: _____

Schedule 1: Te Rūnanga O Whaingaroa Rohe

