

TE RŪNANGA O TE RARAWA
ME

TE KAUNIHERA O TE HIKU O TE
IKA – FAR NORTH DISTRICT
COUNCIL

MEMORANDUM
OF UNDERSTANDING



**Te Kaunihera
o Te Hiku o te Ika**
Far North District Council

This Memorandum of Understanding (hereinafter referred to as the 'Agreement') is made on Monday 9 December 2024

BETWEEN Te Rarawa (Hereinafter referred to as 'Te Rarawa)

AND Far North District Council (Hereinafter referred to as 'Council')

Parties to the Agreement

Te Rarawa Iwi is represented by Te Rarawa which consists of 23 Marae and 23 elected delegates from Te Rarawa Marae and an elected chairperson.

The rohe o Te Rarawa encompasses the areas beginning from North Hokianga, eastwards following the Hokianga River to Mangataipā, situated at the base of Maungataniwha. Northwards along the ranges of Raetea to Takahue and following down the Pāmapūria River to Mahimaru, across to Awanui and westwards to Hukatere on Ninety-Mile Beach. Back down the Beach to Ahipara, southwards to Tauroa, Ōwhata and Whangapē and down the coastline to Mitimiti and back to Hokianga, being the southern boundary of Te Rarawa Iwi.

Te Rohe o Te Rarawa: Te Rarawa Kai Whare i tīmata te rohe o Te Rarawa mai i Te Puna o Hokianga. Ka turukinahia ki tona awa, tae noa ki te rohe o Mangataipā i tū ana i te tau o Maungataniwha. Mā konā ka haere mā runga ngā pae maunga o Raetea, mai ki te rohe o Takahue. Ka turukina i te awa o Pāmapūria tae atu ki Maimaru; aka tae ki Awanui. I reira ka whiti atu ki te taihauāuru ki Hukatere. Ka titiro ki Te Rēinga, ki Te Rerenga Wairua; Ka poroporoaki ki a rātou mā kua haere atu i tua o te ārai. Ka huri tuarā, ka hoki mā runga i Te Oneroa-a- Whāro, arā, Te Oneroa-a Tōhe, ki Ahipara, ki Tauroa; ka whiti i te wahapū o Ōwhata tae atu ki Whakakoro, ka titiro ki Te Kauae-o-Ruru-Wahine; roanga atu i te akau o Mitimiti, i ngā onepū o Mātihetihe me Te Rangī, ā tae atu ki Te Puna o Hokianga Whakapau Karakia. Nā ka mau ngā pangataonga o Te Rarawa Kai Whare.

The principal legislation affecting Te Rarawa is:

Charitable Trust Act 1957

- ii. Māori Fisheries Act 2004
- iii. Māori Commercial Aquaculture Claims Settlement Act 2004.

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I. Charitable Trust Act 1957

II. Māori Fisheries Act 2004

III. Māori Commercial Aquaculture Claims Settlement Act 2004.

- i. Council is represented by Members of its elected Council, with its principle legislation being:

I. Local Government Act 2002

II. Resource Management Act 1991.

1) Background to Agreement

Te Rarawa interacts and engages with Council both at the lwi and marae/hapū levels. This engagement has resulted in both formal and informal relationships (See Schedule 1).

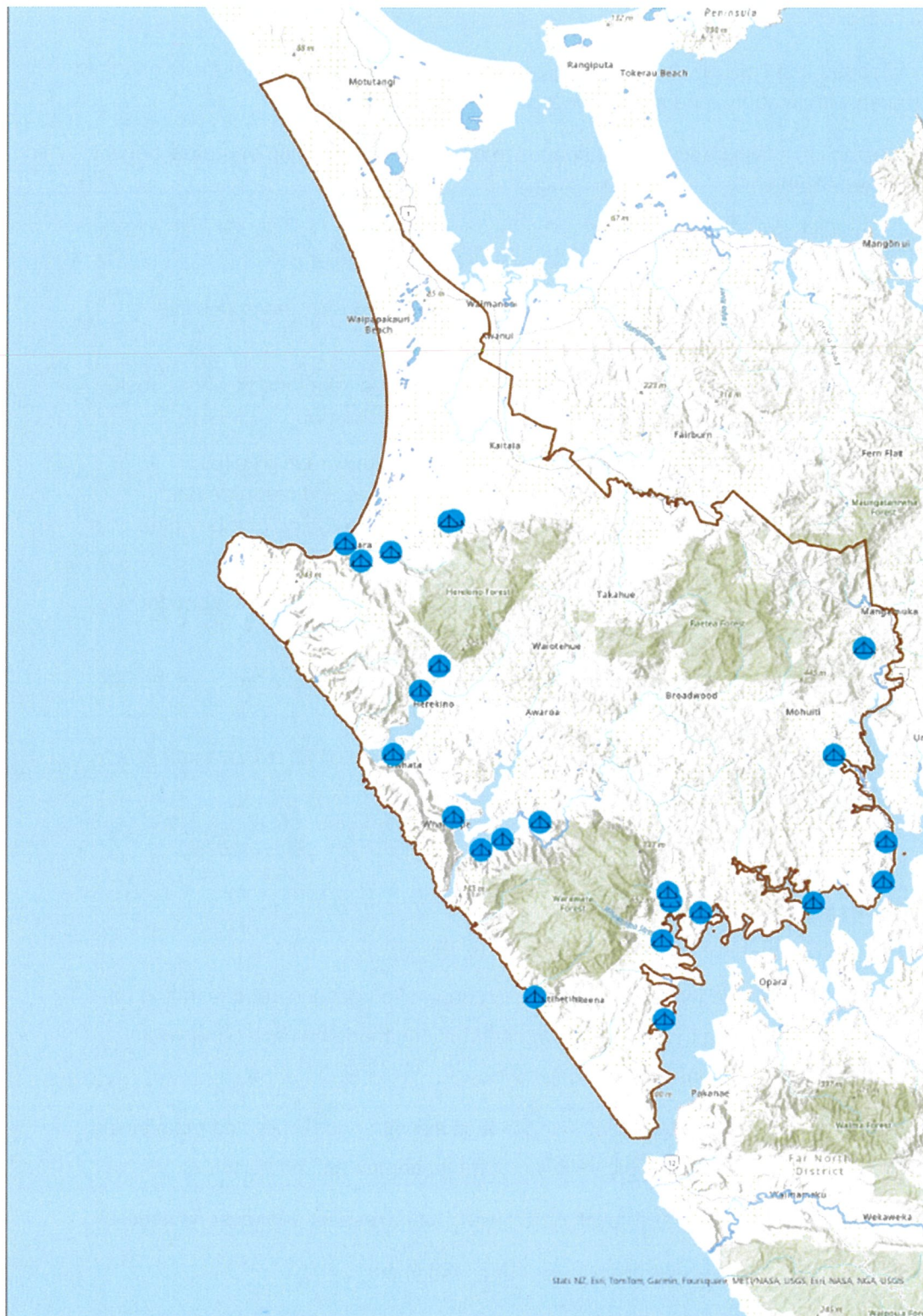


Figure 1

2) Purpose/Intent

Is to establish a clear understanding of the nature of this relationship and to provide the foundation for mutual co-operation, goodwill and clarity of purpose to develop this relationship moving forward.

It is acknowledged that flexibility is required given that this is a learning process and needs to be undertaken with integrity, openness, honesty and transparency.

- a. To establish a living document that aims to develop a relationship of mutual benefit between Parties.
- b. To formalise the commitment of the Parties to work together to identify and achieve mutually beneficial outcomes in the pursuit of their objectives.
- c. To manage expectations by defining the relationship and encourage positive development between the two Parties.
- d. To provide the foundation for the reflection of a bicultural relationship and to foster harmonious relationships between the Council and Te Rarawa
- e. To demonstrate a mutual desire to uphold respective stewardship/kaitiaki responsibilities by sharing expertise, knowledge, services and resources as appropriate, with the ultimate aim of contributing to the wellbeing of the people who reside in the rohe.
- f. To work together to understand and support tribal initiatives and provisions for kaitiakitanga.
- g. Both parties seek social, economic and cultural prosperity for the region of the Far North providing benefits to their respective constituents.
- h. To establish the means for the participation of the people of Te Rarawa in the decision-making processes of Council.

3) Principles of the Relationship

Parties recognise that this Agreement upholds the principles of:

- i. 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
- j. Whanaungatanga: Strengthening our connections with each other and maintaining honest and open dialogue which allows for transparency and no surprises
- k. Manaakitanga: Looking after each other, with mutual respect and reasonableness
- l. Kaitiakitanga: Taking responsibility for our environment
- m. Mana Whenua: The traditional or customary authority exercised by hapū over te rohe o Te Rarawa
- n. Ahika: Recognition of those that remain and reside on the whenua as kaitiaki for whanau

- o. Tino Rangatiratanga: To enable self-determination, Te Rarawa has the autonomy to pursue and manage its own affairs
- p. Matauranga: The value of knowledge and expertise of each party
- q. Tikanga: Doing things right

4) Representation

- The Chairperson of Te Rarawa is authorised on behalf of its elected trustees.
- All Parties retain the right to choose their own representatives depending on the nature of the discussion, level (governance or operational) or initiative that they are collectively working on. Both Te Rarawa and Council recognise that those representatives are authorised to speak for their respective organisations.
- Council and Te Rarawa agree that in each case written notifications and validation of the representative will be provided respectively by the appropriate authorities.
- In the case of Te Rarawa, the initial contact person will be the Chief Executive Officer who may delegate representatives to work with Council depending on the issue.

5) Participation

Council:

- o Will develop, maintain and sustain an ongoing positive and effective working relationship with Te Rarawa
- Will encourage Te Rarawa participation in decision-making as required by the provisions of the Local Government Act 2002. (See Schedule 2)
- Will have regard to and provide for tikanga as appropriate.

Te Rarawa:

- Will contribute consistently, and where appropriate, to the Council decision-making processes, provide the required authority for tribal/hapū members to represent and be involved in these processes.
- Will exchange views, ideas and perspectives with Council. This includes providing cultural guidance and advice where they considered appropriate.
- Will contribute consistently as mutually arranged, providing input to the development of policy, including the review and monitoring of plans where appropriate.

Both Parties agree to develop a process that will see involvement in Strategic and Annual Planning processes as deemed appropriate.

6) Consultation

Both Parties will ensure that consultation will involve:

- A genuine invitation to give advice and a genuine consideration of that advice.
- The provision of sufficient information and time for the consulted Party to be adequately informed, to appraise the information and to make useful responses.
- Keeping their mind open, being ready to change and seeking at least consensus.
- 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.

Council will:

- Have regard to the principles of the Local Government Act 2002 and the requirements of the Resource Management Act 1991, ensure that consultation with the participation of Te Rarawa is consistent and active.
- Acknowledge the levels of Te Rarawa, hapū, marae and whanau decision-making structures and recognise that each level may have different needs for consultation, where applicable (e.g.) hapū management plans.
- Acknowledge Te Rarawa's role in kaitiakitanga obligations and the provisions of Part II of the Resource Management Act 1991 (See Schedule 3).

Te Rarawa will:

- Provide advice to Council on issues they wish to discuss. This will include appropriate timeframes and the process to be followed.
- Respond within agreed timeframes to requests for advice and feedback regarding areas of interest and concern to them.
- Indicate to Council when it is unable to provide advice or feedback within the timeframes required.
- Identify mana whenua members or delegated representatives to be key contact people for specific areas of interest and/or concern and will provide a list of such representatives and inform Council of any changes to personnel on a regular and on-going basis.

This section also includes provision in respect of pre-consultation stating:

- Pre-consultation will occur when either of the Parties is preparing policies and plans that may affect the other Party.
- Both Parties agree to develop a process that will identify policies and plans that will trigger pre-consultation. This process will also include reporting back mechanisms to their respective boards.

- On occasion, when the Council's statutory duties may not allow for pre- consultation to be undertaken the Council will undertake consultation with Te Rarawa as soon as practicable.
- Council shall ensure that Te Rarawa are kept informed of relevant aspects of preparation, review and any proposed changes to the District Plan associated within their rohe. (See Schedule 3A)

7) Other

Treaty of Waitangi Claims:

Nothing in this Agreement shall have any effect on any Treaty of Waitangi claims or applications to the Māori Land Court by Te Rarawa.

- **Media:** Where Parties are participants on joint projects, both Parties will liaise to provide agreeable media communications and responses to reflect the positive working relationship as community leaders.
- **Strong and Effective Leadership:** Where appropriate both Parties will work together on common issues with a view to providing stronger public leadership and direction for the benefit of Te Rarawa and the wider community.
- **Education and Training:** In pursuing a mutually beneficial relationship it is acknowledged that each Party continues to learn more about the other and to explore common areas of interest. This can occur by way of ongoing systematic training for Councilors and Council staff on matters of Māori interest and Māori tikanga. Also, training for Trustees and staff of Te Rarawa on matters pertaining to Council (e.g.) resource management workshops, annual planning workshops.
- **Capacity Building:** The Council will consider mechanisms and options to build the capacity of Te Rarawa so that they are able to effectively engage in the relevant local government processes.

8) Confidentiality

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

9) Conflict Resolution

- Council and Te Rarawa agree to meet to attempt to resolve any conflicts that may arise.
- 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.
- 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 a last resort.
- Parties shall avoid recourse to alternative agencies including the media.
- To assist in the ongoing development of a transparent and accountable relationship, Council and Te Rarawa will inform each other as soon as practicable of any situation or development which may jeopardies or compromise each partners commitment to this Agreement and their overall relationship with each other.

10) Maintaining the Relationship/Evaluation

- i. This Agreement will be reviewed in the first year and then on a 3 yearly basis. Review of the Agreement shall allow for ways in which this Agreement and the relationship between the Parties can be improved further.
- ii. Council agrees to engage in an evaluation of its relationship with Te Rarawa every year through a survey process of Te Rarawa's satisfaction.
- iii. In recognition of trust, co-operation and goodwill, the Agreement can be amended at any time by mutual agreement of both Council and Te Rarawa.

Schedule 1 re Relationships:

Relationship	Description	Financial / Non- Financial
Te Ahu Charitable Trust	Representation on the Board Lessee of portion of land	Non-Financial Financial
Tai Tokerau Iwi Chief Executive Consortium	Monthly forum meetings between Iwi and Council CEO's and where joint approaches to projects of mutual benefit is agreed.	Non- Financial
Iwi Technicians Forum	On an as required basis a forum of RMA practitioners from Council, Iwi and other agencies meet to discuss matters of mutual concern.	Non-Financial

Schedule 2 re Local Government Act 2002:

The Local Government Act 2002 recognise and respects the Crown's obligations under the Treaty of Waitangi by placing some specific obligation on Councils. These obligations are intended to facilitate participation by Te Rarawa in local authorities' decision - making processes.

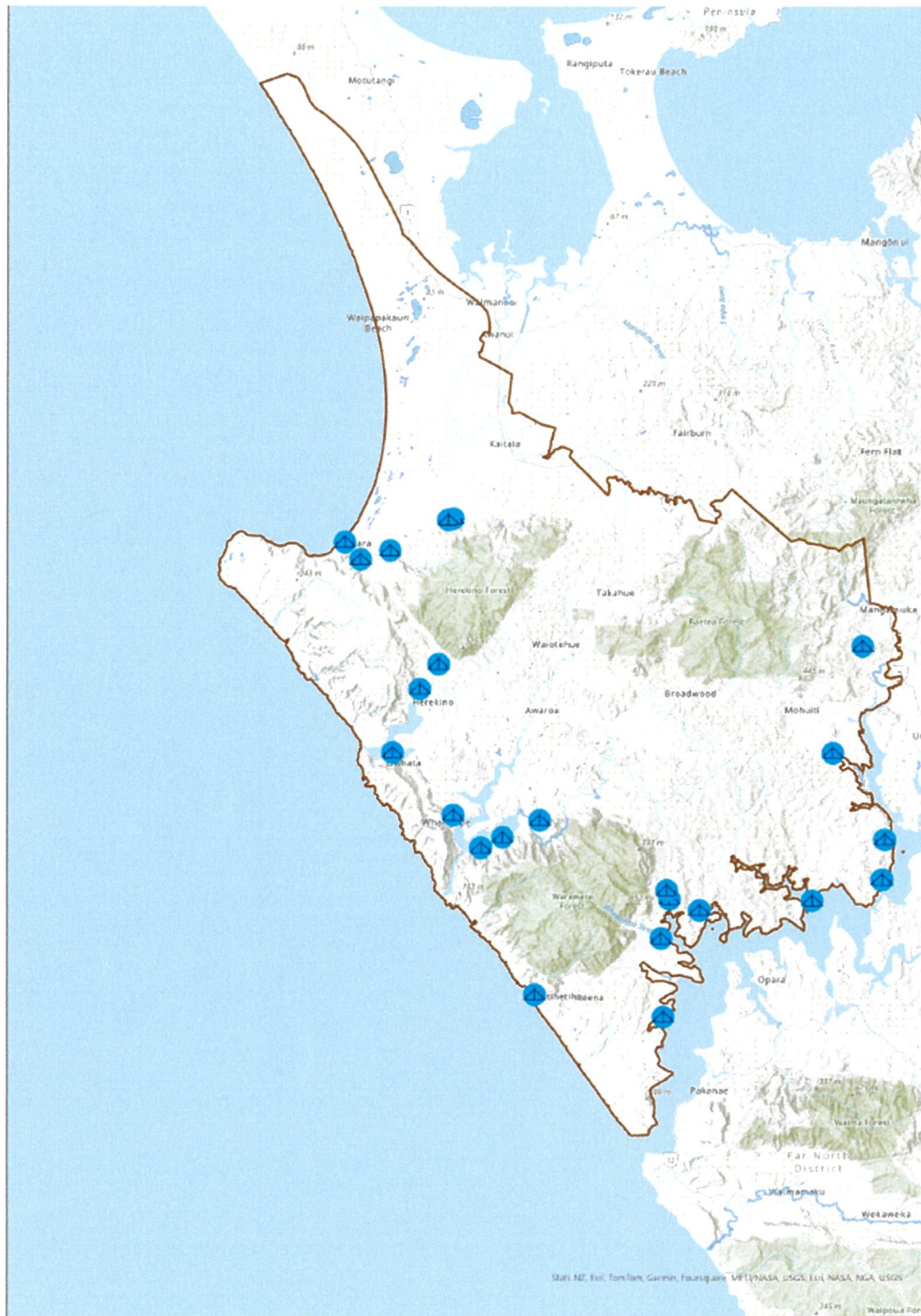
The Act includes requirements for Councils to:

- Ensure they provide opportunities for Māori to contribute to decision-making processes
- Establish and maintain processes for Māori to contribute to decision-making
- Consider ways in which they can foster the development of Māori capacity to contribute to decision-making processes
- Provide relevant information to Māori
- Take into account the relationship of Māori and their culture and traditions with their ancestral land, water, sites, wahi tapu, valued flora and fauna, and other taonga.

The Local Government Act 2002 charges local authorities with a clear responsibility to be informed about how their decision-making can impact on Te Rarawa community well-being. This means that Council needs to understand Te Rarawa community values, issues and aspirations as they relate to economic, social, cultural and environmental well-being.

The intent of the LGA is for both parties to move beyond engaging in matters of environmental or cultural importance only.

Schedule 3A re Te Rarawa Area of Interest:



Signatures

- z. Authorised representatives of Te Rarawa and the Council sign this document as Parties' commitment to this Agreement.

 Date: 23-5-25

Katie Murray

Chair


Te Rarawa

 Date: Ōtane o Te Tahi' Wakenahe

Moko Tepania

Kahika

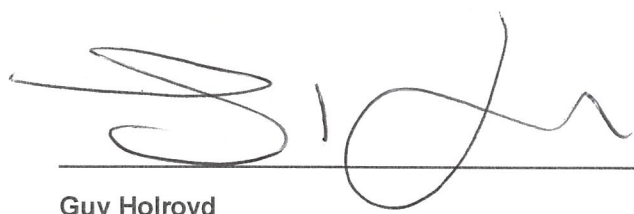
Te Kaunihera o te Hiku o Te Ika

 Date: 23/05/2025

George Riley

Te Tumu Whakarae

Te Rarawa

 Date: 20/5/25

Guy Holroyd

Chief Executive Officer

Te Kaunihera o te Hiku o Te Ika

Additional Signatures



23.05.2025.

Date:



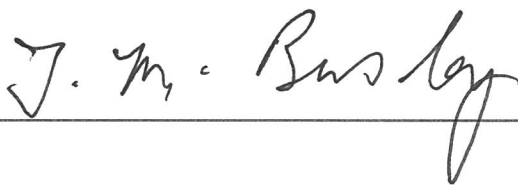
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