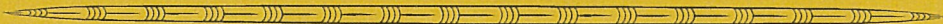


Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi
Te Kaunihera o Te Hiku o te Ika
Far North District Council

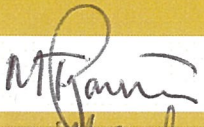
Relationship Protocol & Mana Whakahono ā Rohe Arrangement

Signatories



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

Moko Tepania
Kahika | Mayor

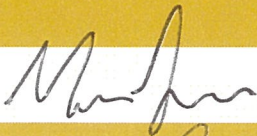
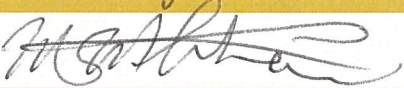



Charlie Billington
Tumu Whakarae | Acting Chief Executive

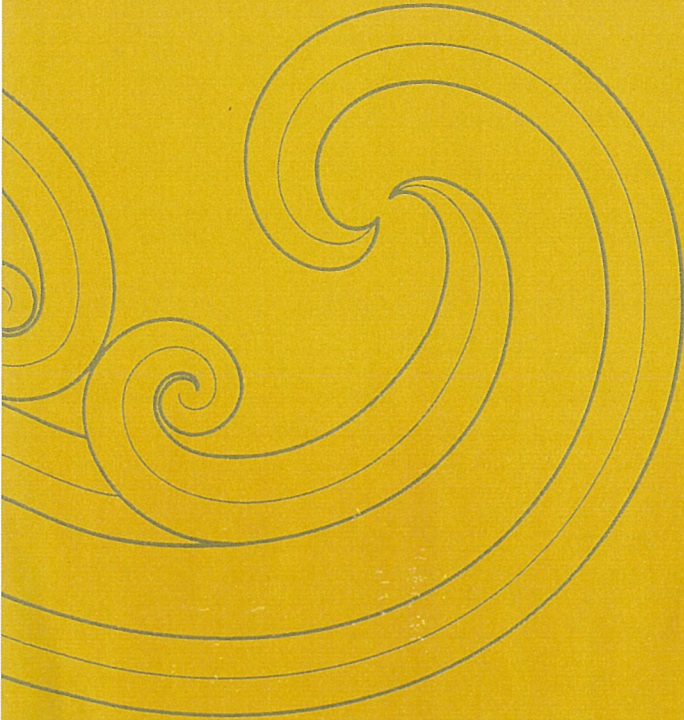


Te Rūnanga Ā Iwi Ō Ngāpuhi

Mane Tahere
Heamana | Chairperson

Moana Tuwhare
Tumu Whakarae | General Manager



Preamble

Ngāpuhi Iwi *Ko te Whare Tapu o Ngāpuhi*

He mea hanga tōku whare, ko Papatūānuku te paparahi.

Ko ngā maunga ngā poupou, ko Ranginui e titiro iho nei, te tuanui.

Pūhanga-tohorā titiro ki Te Ramaroa e whakakurupaeake ra i te Hauāuru.

Te Ramaroa titiro ki Whiria, te Paiaka o te riri, te kawa o Rāhiri.

Whiria titiro ki Panguru, ki Papata, ki te rākau tū papata ki te tai Hauāuru;

Panguru, Papata titiro ki Maungataniwha.

Maungataniwha titiro ki Tokerau.

Tokerau titiro ki Rākaumangamanga.

Rākaumangamanga titiro ki Manaia, e tū kōhatu mai rā i te akau.

Manaia titiro ki Tutamoe.

Tutamoe titiro ki Maunganui.

Maunganui titiro ki Pūhanga-tohorā.

Ehara aku maunga i ngā maunga nekeneke, he maunga tū tonu, tū te Ao tū te Pō.

Ko te Whare Tapu o Ngāpuhi tēnei, tihei mauri ora.

This whakatauki depicts the sacred house of Ngāpuhi. Papatuanuku (earth mother) is the foundation. Ranginui (sky father) is the overarching tuanui (roof) with the sacred mountains being the poupou (pillars). The boundaries are within the area covered by these sacred maunga (mountains) of Ngāpuhi. This must not be confused with the boundary of Ngāpuhi-Nui-Tonu which is contained in the whakatauki - te whare o Ngāpuhi, Tāmaki Makaurau ki te Rerenga Wairua.

Te Rūnanga Ā Iwi Ō Ngāpuhi

Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi Group (is a collective of four organisations) who represent the interests and aspirations of more than 184,470¹ people who identify as Ngāpuhi.

Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi (a registered charitable trust) is the parent organisation of the Group that includes Ngāpuhi Iwi Social Services, Te Hau Ora Ō Ngāpuhi and Ngāpuhi Asset Holding Company.

As a collective, Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi Group provides a range of support, advisory services and kaupapa to help progress our iwi, hapū, marae and whānau towards a vision where Te Whare Tapu o Ngāpuhi, the sacred house of Ngāpuhi, stands strong. Our purpose is to advocate for, and uphold the tino rangatiranga o ngā hapū o Ngāpuhi.

Nā te Whakaputanga i tautoko i te mana motuhake o te ao Māori ki tēnei whenua

The Declaration of Independence 1835 reinforced Māori as the sovereign people of Aotearoa/New Zealand.

Mission Statement

*Mā te Rūnanga e ārahi atu
i te wairuatanga
i te pāporitanga*

*i te tikanga me te tupu whai hua mō Ngāpuhi
kia hua ai ki te katoa o Ngāpuhi
te mana motuhake me te ora tonu
We lead the spiritual, social, cultural,
environmental and economic growth of Ngāpuhi
by ensuring the self-determination and
"on-going sustainability of our people*



¹ Statistics New Zealand 2023 Census. Refer to 2023 Census population, dwelling, and housing highlights available here: <https://www.stats.govt.nz/information-releases/2023-census-population-dwelling-and-housing-highlights/>

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

Te Kaunihera o Te Hiku o te Ika / Far North District Council is a local authority under the Local Government Act 2002.

Mahitahi

Working with
Māori

Mission He Ara Tāmata

Creating Great
Places, Supporting
Our People

Vision He Whenua Rangatira

A District of
Sustainable Prosperity
and Well-Being

Far North District Council's vision and mission illustrates the connection between people and place. This is especially so for tangata whenua who have a long and rich association with the Far North. Council recognises this long settlement and therefore the special position of tāngata whenua within this District and the significant and long-term role Māori have to play in contributing to Council's decision-making.

Council recognises it needs to establish meaningful and enduring relationships with Māori in order to enable effective participation in decision making while at the same time achieving mutually beneficial outcomes. Our values provide a vehicle for this to occur.

Our values

As important are our values by which we operate:

Manawatōpū: *Unity of purpose and working together*

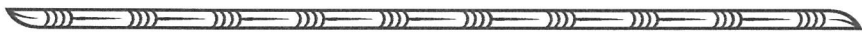
Kaitiakitanga: *Environmental stewardship and sustainability*

Mana tangata *Respect and fairness*

Te Tiriti o Waitangi: *Partnership*

Tū tangata: *Strong cultural identities*

Whanaungatanga: *Family, community, connecting and sharing*



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Part A Relationship Protocol

1.0 Purpose

- 1.1 The purpose of this relationship protocol (Protocol) is to establish, confirm and strengthen an enduring relationship between Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi (a registered charitable trust) and Far North District Council (Council) (a local authority under the Local Government Act 2002) within their respective rohe and boundaries (as shown in Appendix 1 and 2).
- 1.2 Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi and the Council (the Parties) are committed to working together, investing in an intergenerational relationship that is based on mutual respect, is enduring and provides for continuity through a shared vision and purpose for mutually beneficial outcomes.
- 1.3 The Parties recognise the significance of He Whakaputanga o te Rangatiratanga o Nu Tireni, for Ngāpuhi Iwi, as a declaration of the status of Māori as the sovereign people of Aotearoa/New Zealand and as reinforcing the importance of the role of ngā hapū ō Ngāpuhi .
- 1.4 This Protocol also provides mechanisms to give effect to Te Tiriti o Waitangi (Treaty of Waitangi), including by working together to provide opportunities for the transfer of powers and functions as contemplated under the RMA to Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, where they wish to undertake these functions within the Ngāpuhi rohe (refer to identified rohe at Appendix 1), subject to the statutory limits applicable in any relevant legislation.
- 1.5 This Protocol also informs any obligations of the Council to consult with Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi under the Local Government Act 2002 (LGA), Resource Management Act 1991 (RMA) and all other legislation relevant to the Council and its duties and functions.

2.0 Principles

- 2.1 The Parties will participate fully and contribute adequate resourcing at all levels, including governance (rangatira-to-rangatira) and operational leadership, to implement this Protocol.
- 2.2 The Parties will operate in a manner that accords with tikanga to build shared understanding, respect and honesty.
- 2.3 Together, the Parties acknowledge the mana of Ngā Hapū o Ngāpuhi over their rohe, and they will work together to provide for ways in which Ngā Hapū o Ngāpuhi can exercise their mana motuhake over their respective rohe.

- 2.4 The Parties will ensure and operate under a 'no surprises' policy, actively sharing information, and maintaining open lines of communication to resolve matters constructively.
- 2.5 The Parties acknowledge that Council as a local authority under the Local Government Act 2002, has a wide range of statutory functions and obligations and that nothing in this Protocol can restrict or limit Council's discretion and powers in undertaking its statutory functions and obligations.
- 2.6 The Parties acknowledge that Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi has a range of statutory functions and a wide range of responsibilities and obligations to the whānau, hapū and iwi of Ngāpuhi arising from the tikanga and kawa of Ngāpuhi. Nothing in this agreement is intended to restrict or limit Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi in its responsibilities, obligations and functions.

3.0 Te Pae Tawhiti | Vision

- 3.1 The Parties work in collaboration with each other, to establish and build upon a functional relationship that:
 - (a) provide adequate processes and policies, functions and duties to support the aspirations of ngā hapū o Ngāpuhi;
 - (b) enable ngā hapū o Ngāpuhi to make decisions over matters within their respective districts; and
 - (c) assists Council in meeting its statutory duties under the RMA by providing meaningful input on matters relating to the relationship of Ngāpuhi uri, whānau, hapū and/or iwi, culture and traditions with ancestral lands, water, sites, wāhi tapu, and associated taonga and the kaitiakitanga responsibilities of Ngāpuhi and where appropriate Te Rūnanga ā Iwi ō Ngāpuhi.

4.0 Ngā Whāinga | Common Goals

- 4.1 The wellbeing of our communities and hapū are thriving and prosperous by working together to deliver the following:
 - (a) Affordable and resilient infrastructure that does not degrade the environment.
 - (b) Towns and places that are vibrant, reflect who we are, and support the needs of our people.
 - (c) A place that celebrates its unique culture and history.
 - (d) A healthy environment that is respected, and the role of kaitiakitanga by Ngāpuhi uri, whānau, hapū and/or iwi recognised and celebrated.

5.0 Governance Arrangements

- 5.1 Subject to statutory requirements set out in clauses 30 – 31 of Schedule 7 of the LGA, the Council will facilitate an ongoing role for Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi in decision-making and resource management, including (but not limited to) the appointment of nominated representative(s) from, or acting on behalf of, Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi to relevant Council committees and forums, including (but not limited to) Te Kuaka.
- 5.2 Governance arrangements will enable Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi to engage as Treaty partners with the Council at the governance level regarding the economic, social and cultural well-being of Ngāpuhi uri, whānau, hapū and/or iwi, and relevant resource management matters, including those referred to in the Part B – Mana Whakahono ā Rohe Arrangement.

- 5.3 Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi will hold information provided by Council in confidence in the same manner and to the same degree as the Council and will not disclose or discuss such information with third Parties without prior consent from the Council.
- 5.4 Agreed processes and procedures associated with involvement of Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi in Council governance arrangements are attached as Schedule 1.
- 5.5 Upon request made by Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, the Parties will discuss opportunities for return of land of significance to whānau and hapū ownership and/or co-governance and co-management arrangements over Council owned land that is located within Ngāpuhi Iwi rohe.

6.0 Resourcing and Funding Arrangements

- 6.1 Agreed resourcing and funding arrangements associated with the satisfaction of this Protocol are attached as Schedule 2 and will be reviewed one year prior to the development of every Long Term Plan. The first funding arrangement will commence on 1 July 2027.
- 6.2 In the interim, Council staff will review existing budgets to identify opportunities for funding the agreed work programme as set out in Schedule 2.
- 6.3 The purpose of this is to provide clarity for both Parties regarding what will be required to support this Protocol and their relationship approach to the economic, social and cultural wellbeing of Ngāpuhi Iwi across all the relevant duties and functions of Council.
- 6.4 Notwithstanding resourcing agreements, the Parties will support each other in their endeavours to obtain further funding support through external sources, and will provide documentation to support external funding applications as required, in cases where the parties agree to the purpose of the funding applications.

Part B

Mana Whakahono

ā Rohe

1.0 Purpose and Principles

- 1.1 This the Mana Whakahono ā Rohe Arrangement (the Arrangement) gives effect to the Te Tiriti o Waitangi /Treaty of Waitangi relationship between Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, and Council, within the context of the RMA.
- 1.2 Where the RMA references an iwi authority this means, for the purposes of this Arrangement Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi.
- 1.3 For the purposes of implementing this Arrangement, the primary relationship is between the Council and Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi represented within the Ngāpuhi rohe as shown in the map (refer to Appendix 1), acknowledging the role of representatives of ngā hapū ō Ngāpuhi.
- 1.4 The Parties understand that the following matters, are all relevant to achieving the purpose of the RMA:
 - (a) the economic, social, environmental and cultural wellbeing of Ngāpuhi;
 - (b) the relationship of Ngāpuhi and their culture and traditions with their ancestral lands, waters, sites, wāhi tapu, and associated taonga;
 - (c) the kaitiakitanga responsibilities of Ngāpuhi; and
 - (d) the principles of the Te Tiriti o Waitangi/Treaty of Waitangi.
- 1.5 The purpose of this Arrangement is set out in section 58M of the RMA. The Parties acknowledge that this Arrangement must be implemented in accordance with the RMA and, where applicable, the principles of fairness and natural justice, notwithstanding any other provision in this Arrangement.
- 1.6 The Parties also acknowledge that Council as a local authority under the Local Government Act 2002, has a wide range of statutory functions and obligations and that nothing in this Arrangement can restrict or limit Council's discretion and powers in undertaking its statutory functions and obligations.
- 1.7 The Parties acknowledge that Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi has a range of statutory functions and a wide range of responsibilities and obligations to the whānau, hapū and Iwi of Ngāpuhi arising from the tikanga and kawa of Ngāpuhi. Nothing in this agreement is intended to restrict or limit Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi in its responsibilities, obligations and functions.

2.0 Relationship to He Whakaputanga o Te Rangatiratanga o Nu Tireni me Te Tiriti o Waitangi

Relationship to He Whakaputanga o Te Rangatiratanga o Nu Tireni

- 2.1 The Parties recognise the significance for Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi of He Whakaputanga o Te Rangatiratanga o Nu Tireni as a declaration of the status of Māori as the sovereign people of Aotearoa/New Zealand and as reinforcing the importance of the role of representatives of ngā hapū ō Ngāpuhi.

Relationship to Te Tiriti o Waitangi and Treaty of Waitangi Settlements

- 2.2 Council acknowledges Te Tiriti o Waitangi / Treaty of Waitangi and the guarantees it provides for Māori, in relation to tino rangatiratanga; which includes, amongst other things, decision making rights over resources and taonga, and the freedom to practise and express our cultural norms, process and practices informed by tikanga and mātauranga Māori o ngā hapū o Ngāpuhi.
- 2.3 The Council recognises the status of Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi contained in the Māori Fisheries Act 2004.
- 2.4 Council recognises and will uphold the principles of the Treaty of Waitangi, as expressed by the Courts, and the Waitangi Tribunal as they relate to Ngāpuhi generally, and hapū and whānau interests specifically
- 2.5 At such a date that any subpart or grouping that is Ngāpuhi enter into a settlement of historical claims, Council will undertake to recognise any Statutory Acknowledgement Areas within their District Plan. Including by updating any schedules or appendices to this Arrangement, and incorporating maps.

3.0 District Plan Development and Plan Review

Plan Development and Pre-Notification (excluding Private Plan Changes)

- 3.1 For any future plan changes, variations or plan review processes that relate to areas within the Ngāpuhi Rohe (as identified in Appendix 1), Council will work with Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, with the timeframe to be agreed in each case, allowing for meaningful input by Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, including review and comment.
- 3.2 Clause 3.1 shall apply only from the date the Council publicly notifies its final decision on the proposed district plan (notified on 27 July 2022) under clause 10(4)(b) of Schedule 1 to the RMA. The requirements of Schedule 1 to the RMA will continue to apply in the meantime
- 3.3 The Parties will agree a process for Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi to participate in plan review, plan changes and variations which will include as a minimum:
- (a) Pre-notification requirements, including timeframes to prepare and provide advice;
 - (b) Allocation of resourcing, including funding for participation and engagement; and
 - (c) Evaluation methods to ensure that the following matters are incorporated in consideration of costs and benefits of proposed planning provisions:

- (i) Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi advice regarding costs and benefits in relation to Ngāpuhi uri, whānau, hapū and/or iwi economic, social and cultural wellbeing;
- (ii) The relationship of Ngāpuhi uri, whānau, hapū and/or iwi and their culture and traditions with ancestral lands, water, sites, wāhi tapu, and associated taonga;
- (iii) The kaitiakitanga responsibilities of Te Rūnanga ā Iwi o Ngāpuhi; and
- (iv) The principles of Te Tiriti o Waitangi/Treaty of Waitangi.

Limited Notification of Planning Instruments

- 3.4 Use of the limited notified plan change processes under the RMA, shall involve preliminary discussion between Council and Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi regarding implications for Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi rights, interests and values.

4.0 Decision-Making Panels and Hearings

Commissioners – Plan Changes and Resource Consent Hearings

- 4.1 The Parties recognise the value of having registered Ngāpuhi uri (descendants) trained as RMA hearing commissioners available for appointment as decision-makers on hearing panels for resource consent applications and plan changes. The Council will support and help fund the training of Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi approved tribal members to become certified resource management hearing commissioners.
- 4.2 Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi tribal members accredited and qualified as hearing commissioners that are approved, will be regularly supported into decision making roles through Council resource management practices and processes.
- 4.3 Council will work towards ensuring the process for consultation on hearing commissioner appointments, relevant to decision-making roles as outlined in Part 1 and Part 5 of Schedule 1 of the RMA, is established and in operation within one year of commencement of this arrangement.
- 4.4 Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi understand that Council may at times appoint a single commissioner (councillor or independent commissioner) for hearings for small scale resource consent or plan changes. Where a single commissioner on plan change hearing is to be appointed within the Ngāpuhi rohe (refer to identified rohe at Appendix 1), Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi will be consulted regarding the makeup of a hearing panel.
- 4.5 The Parties will favour a balanced mix of independently appointed decision-makers and elected decision makers where a hearing panel or review panel has been convened.
- 4.6 The Parties will work together to establish and maintain at least four trained hearings commissioners that identify as Ngāpuhi on their appointed hearings commissioner list, acknowledging that this is a target.

Hearing and Evidence Protocols

- 4.7 All hearing commissioners appointed to hearing panels will adhere to a standard protocol regarding the holding of hearings at marae, where requested by Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, and shall enable hearings to be held at marae in accordance with tikanga, in a culturally appropriate manner, understanding that this is consistent with Section 39 of the RMA, and the principles of Te Tiriti o Waitangi/Treaty of Waitangi.

- 4.8 All hearing commissioners appointed to hearing panels will have regard to a standard protocol regarding submissions and evidence provided by Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi. This relates particularly to cultural evidence, which may face challenges regarding methods of delivery and distinctions regarding expert evidence, to ensure that the ability of Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi to deliver cultural evidence in accordance with tikanga is not adversely impacted, and in the interests of fully informed decision-making in a manner that accords with the principles of Te Tiriti o Waitangi/Treaty of Waitangi.
- 4.9 The Parties will work towards agreeing and establishing a standard protocol to guide commissioners regarding hearings at marae and Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi evidence within one year of the commencement of this Arrangement.

5.0 Resource Consents

Resource Consent Processes and Procedures

- 5.1 The Parties understand that timely, efficient, consistent, and cost-effective resource consent processes will be established in a manner that appropriately recognises the actual and potential effects of activities on Ngāpuhi Iwi and hapū as outlined in this Arrangement.
- 5.2 As part of implementing Clause 6.1, the Parties agree to work in collaboration to undertake a review of Council's standard practice and procedures for resource consent processing, including by:
- (a) Developing an efficient and consistent framework for notifying and involving Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi with resource consent applications;
 - (b) Providing suitable opportunities for Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi to provide feedback within statutory timeframes;
 - (c) Development of guidance for pre-application meetings; and
 - (d) Taking into account the legislative constraints of the RMA.
- 5.3 Within the first two years of commencing this Arrangement, the Parties will work together towards developing and maintaining a contacts database of all relevant Ngāpuhi hapū to assist and effectively implement of Clause 6.2.
- 5.4 The Parties will work together to develop a process for sharing resource consent information with Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi in a timely and efficient manner, to enable Ngā Hapū o Ngāpuhi to effectively participate in resource management within their rohe.

Limited notification and Affected Party Status

- 5.5 Limited notification of resource consent applications may be appropriate where there are at least minor effects on Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi and written approval/s has not been obtained.
- 5.6 Limited notification provides a statutory timeframe within which Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi may decide to provide written approval, make a submission, or decide not to lodge a submission.

6.0 Responses to National Direction

- 6.1 In situations where proposed changes to the RMA or instruments of national direction (including national policy statements, national environmental standards, national planning standards and regulations) are likely to have an impact on implementation of this Arrangement or on the roles and responsibilities of the Parties, the Parties will collaborate on responses to those changes that support

the intention of this Arrangement and its continued implementation, to the extent that the integrity of response of each Party is retained. This collaboration will occur during the pre-notification scoping phase and during the public notification stage of consultation.

- 6.2 At the time that any changes are made to the RMA or instruments of national direction, or new instruments are proposed, the Parties will together review the effect of those changes on this Arrangement and assess the need for any amendment to this Arrangement or its schedules.
- 6.3 Where there is a difference of opinion regarding any amendment to this Arrangement or its schedules, the dispute resolution process contained in this Arrangement will apply.

7.0 Iwi Management Plans

- 7.1 Upon request from Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, the Council will support the development or amendment of iwi management plan(s) that record the positions of Ngāpuhi in relation to a range of resource management matters, timeframes and resources needed to complete the process.
- 7.2 Where relevant, iwi management plans will be taken into account in the development of Council policies, planning frameworks, instruments and documents, as well as decisions on individual resource consent applications. The Parties agree that acting in accordance with iwi management plans is a primary means by which a Treaty partnership approach to resource management in the district can be achieved.
- 7.3 The development and amendment of iwi management plan(s) will facilitate a relationship that will provide for mutual capability and capacity building as to the cultural connections and mātauranga.

8.0 Transfer and Delegation of Powers and Functions

Transfer of Powers and Joint Management Agreements

- 8.1 Upon request made by Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, the Parties will discuss the potential for transfer of powers or establishment of one or more joint management agreements, as provided for under Section 33 and Section 36B of the RMA.
- 8.2 Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi may present a specific proposal for discussion, including:
 - (a) the focus of transfer of powers or a joint management agreement (i.e., geographical area, resource, specific duties and functions); and
 - (b) matters related to resourcing and capacity, relevant to the duties and functions that may be transferred or that may be the subject of a joint management agreement.
- 8.3 When a proposal is introduced by Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, the Parties will agree a process and timeframe for exploring the options associated with transfer of powers or establishment of a joint management agreement and for facilitating the transfer or the agreement if the proposal is agreed.
- 8.4 In situations where the Parties cannot agree on a process, timeframe or details for the transfer of powers or establishment of a joint management agreement, then the dispute resolution process contained in this Arrangement will apply.

9.0 Other Matters

Capacity and Capability Building

- 9.1 The Parties will work together to develop a forward working programme to build the capacity and capability of each organisations context, roles, functions and processes, including plans, policies and strategies developed under the LGA and RMA, incorporating:
- (a) Content of relevant Ngāpuhi (and their hapū) iwi management plans;
 - (b) Resource consent application and plan review processes;
 - (c) Resource consent and compliance monitoring; and
 - (d) Long Term and Annual Plan processes.
- 9.2 The Parties will work towards developing the forward working programme within the first year of this Protocol and Arrangement. Funding for the forward work programme will be allocated in accordance with Schedule 2.

10.0 Conflicts of Interest

- 10.1 If actual or perceived conflicts of interest arise in relation to any of the Parties which affects the duties and functions of the Parties relevant to this Arrangement, then the matter will be immediately highlighted as an issue requiring resolution through rangatira-to-rangatira communications, and a written record of the concern will be created.
- 10.2 The Parties, through their respective leadership, will seek to reach a good faith agreement on the most appropriate pathway and timeframe for resolution of any actual or perceived conflict of interest, which will be recorded in writing between the Parties, and will reflect the spirit of Te Tiriti o Waitangi / Treaty of Waitangi approach and the enduring nature of their relationship, whilst meeting the requirements of any duties, functions or processes affected.
- 10.3 Upon satisfactory resolution of the actual or perceived conflict of interest, a written record of how the issue was settled will be created and kept, in the interests of transparency and accountability, and for use as a reference for any future issues that arise.
- 10.4 Where agreement cannot be reached regarding resolution of the actual or perceived conflict of interest, then the dispute resolution process contained in this Arrangement will apply.

11.0 Disputes Resolution

- 11.1 Any dispute that arises in the implementation of this Arrangement shall be resolved through a procedure that begins with rangatira-to-rangatira communications, progresses to mediation as necessary, and is concluded by adjudication in any case where direct good faith negotiation is unsuccessful.

Rangatira to Rangatira Communications

- 11.2 Any matter of dispute will be immediately highlighted as an issue requiring resolution through rangatira-to-rangatira communications between organisational leadership, and a written record of the concern will be created, to be shared between the Parties.

- 11.3** The Parties, through their respective leaders and governors, will seek to reach a good faith agreement on the most appropriate pathway and timeframe for resolution of the dispute, which will be recorded in writing between the Parties, and will reflect a Te Tiriti/Treaty approach and the enduring nature of their relationship, whilst subject to Council's statutory obligations in relation to any duties, functions or processes affected by the dispute.
- 11.4** Upon satisfactory resolution of the dispute, a written record of how the issue was settled will be created by each Party, shared amongst the Parties and kept on record, in the interests of transparency and accountability, and for use as a reference for any future issues that arise.
- 11.5** Where agreement cannot be reached regarding resolution of the dispute, then a mediation process will apply.

Mediation

- 11.6** Once it is clear that a good faith agreement cannot be reached to resolve a dispute, any of the Parties may trigger the mediation process by communicating in writing to the other Parties their intention to proceed to mediation.
- 11.7** The Parties must identify and appoint a mediator at the earliest opportunity and furnish them with details of the dispute and barriers to resolution or have the Minister for the Environment appoint a mediator in the event that agreement cannot be reached on a suitable person.
- 11.8** Upon satisfactory resolution of the dispute through mediation, a written record of how the issue was settled will be created, shared amongst the Parties and kept on record, in the interests of transparency and accountability, and for use as a reference for any future disputes.

Arbitration

- 11.9** If a dispute has not been resolved through mediation within 56 days after a communication by a Party under clause 11.6 of intention to proceed to mediation, then any Party may refer the matter to arbitration in terms of the Arbitration Act 1996 by issuing a notice to that effect on the other Parties, and the following provisions will apply:
- (a) Schedule 2 of the Arbitration Act 1996 applies as amended by the following provisions.
 - (b) Location: The arbitration must be held in Kaikohe unless otherwise agreed by the Parties.
 - (c) Appointment of Arbitral Tribunal: The dispute must be determined by a single arbitrator, appointed by agreement between the Parties (Arbitral Tribunal). If the Parties cannot agree within 14 days of the matter being referred to arbitration, the arbitrator must be appointed on the application of either party by the President of the Arbitrators' and Mediators' Institute of New Zealand (AMINZ).
 - (d) Conduct of the arbitration: The Parties and the Arbitral Tribunal acknowledge that the arbitration is to be conducted fairly and cost effectively, with the objective that the dispute is determined promptly, and in a manner which is proportionate to the issues in dispute. The AMINZ Arbitration Rules current at the time the dispute arose are to apply to this arbitration.
 - (e) Powers of the Arbitral Tribunal: The Arbitral Tribunal has all the powers outlined in article 17A (interim measures), 17C (preliminary orders) of Schedule 1 and clause 3 (conduct of the arbitration) Schedule 2 of the Arbitration Act 1996.
 - (f) Disclosure: The Parties will disclose all documents relevant to the dispute as soon as practicable before the hearing, and they will prepare an agreed bundle of documents. Formal discovery will not be required, unless the Arbitral Tribunal forms a view that an order for discovery is required to ensure that all relevant and material information is disclosed.

- (g) Costs: The Arbitral Tribunal will award costs as a part of the final award, unless the parties agree otherwise. Pending a ruling as to costs, the parties agree to share equally in the costs of the arbitration, including the Arbitral Tribunal's interim fees and disbursements. The Parties agree that costs will be fixed and allocated in accordance with the AMINZ Guidelines on Awarding Costs in Arbitration.
- (h) Appeals on questions of law: The Parties may appeal any award to the High Court on a question of law with leave from the Court in terms of clauses 5(1)(c) & 5(2) of Schedule 2 of the Arbitration Act 1996.

Enduring Agreement

- 11.10 The occurrence of any dispute being progressed through a dispute resolution process involving rangatira-to-rangatira communications, mediation or adjudication is not, in itself, a cause for alteration or termination of this Arrangement.

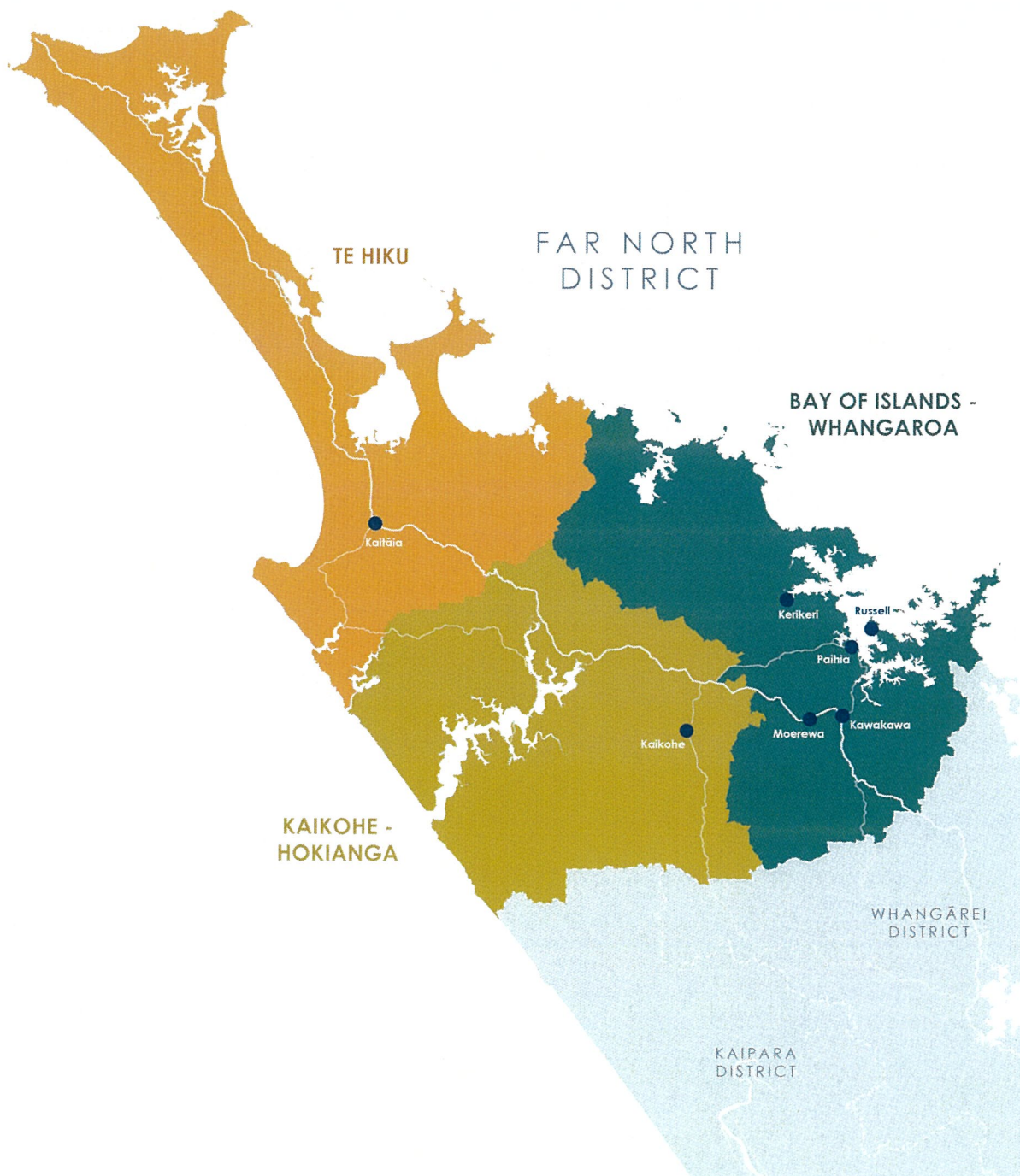
12.0 Arrangement Term and Review

- 12.1 The positive and negative experiences of each Party to this Arrangement will be captured in a shared record that is transparent and accessible to all of the Parties and kept as a reference that can inform any review processes.
- 12.2 Within the first year after the date of this Arrangement, the Council will undertake a review of its policies and processes to ensure that they are consistent with the Arrangement. A written record of the review must be prepared and shared with Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi.
- 12.3 Within the first six years of this Arrangement, the Parties will undertake annual reviews of its implementation to identify what is working well and where issues are arising in implementation that impact on the effectiveness of this Arrangement.
- 12.4 The Parties commit to a substantial review of this Arrangement every six years from the anniversary of this Arrangement, with opportunity to amend the Arrangement over the subsequent twelve-month period based on any issues that have arisen for the Parties in the intervening time period.
- 12.5 Where the Parties cannot decide on the detail of any proposed amendments to this Arrangement, then the dispute resolution process will apply.
- 12.6 At such time as the RMA is comprehensively reformed, the Parties shall within 6 months of any new RMA Reform legislation is enacted, together commence a review of the effect of the changes on the Mana Whakahono-ā-rohe provisions and assess the need for any amendments to this Arrangement or its schedules.
- 12.7 At the 12 yearly review point, consideration may be given by the Parties to the future of this Arrangement and the involvement of each Party to this Arrangement.
- 12.8 At the point a Party expresses a desire to withdraw from this Arrangement, their position will be communicated in writing to the other Party to this Arrangement; however, the Arrangement may only be terminated if both Parties agree in writing to terminate it. Where the Parties cannot agree a position on termination of this Arrangement, then the dispute resolution process will apply.

Appendix 1: Ngāpuhi Rohe



Appendix 2: FNDC Boundaries



Schedules

1.0 Schedule 1: Governance Processes and Procedures

Council Committees

- 1.1 At the commencement of every new Council triennium, the Parties will discuss and agree whether Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi will be involved in governance processes and procedures, including (but not limited to) potential representation and appointment on Council committees.
- 1.2 The section below specifically outlines the process for Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi appointment on Te Kuaka (or any equivalent committee).

Te Kuaka (or any equivalent committee)

- 1.3 A minimum of one representative nominated by Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi will be appointed by the Council to sit on Te Kuaka, or any equivalent committee or forum.
- 1.4 The Council will call for nominations from Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi upon formation of the Committee, following triennial elections.
- 1.5 The appointed representative(s) for Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi will sit on the Committee for the duration of the term of the Council, unless the member(s) wishes to step down from the role, is no longer able to carry out the role or is removed from the role by Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi.
- 1.6 At the time an appointed representative(s) advises they will be stepping down, or the member is no longer able to carry out the role, the Council will call for a new nomination from Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi to sit on the Committee for the remainder of the term of the Council.
- 1.7 The Council will review remuneration for Committee members, including any nominated Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi representative, following triennial elections.
- 1.8 The Council will ensure that the appointed representative(s) for Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, are invited to attend Te Kuaka (or any equivalent committee) workshops and meetings, enabling the appointed representative(s) to participate in discussions that assist Council decision-making on matters relevant to the economic, social and cultural well-being of Ngāpuhi uri, whānau, hapū and/or iwi.
- 1.9 Any information provided to Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi in accordance with of this Arrangement will be restricted to access by the Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi executive teams, and the managers of the Ngāpuhi Rūnanga Group, enabling the appointed representative(s) on Te Kuaka Committee to discuss matters with the executive team, to the extent necessary to contribute constructively to Council decision-making.
- 1.10 Permission to share information beyond the Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi executive teams, or to enable others to support Te Rūnanga-ā-Iwi-o-Ngāpuhi representative(s) to Te Kuaka committee in workshops or meetings, must be sought from the Mayor and Chief Executive Officer of the Council and received before any such action is taken.

- 1.11** Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi representative(s) on Te Kuaka Committee and any others participating in workshops or meetings on behalf of Te Rūnanga-ā-Iwi-o-Ngāpuhi will abide by all relevant procedures and protocols governing members of the Council.

2.0 Schedule 2:

Resourcing and Funding Arrangements

Long Term Plan

- 2.1** Council commits to deliberating on the inclusion of specific resourcing for the implementation of this Protocol and Arrangement in its next Long Term Plan (2027 – 2037). The annual funding amount will be specified in the Far North District Council's Long Term Plan each year.
- 2.2** Subject to Clause 2.1, the Council commits to providing annual funding to Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi, or their elected consultant for such services, for the purposes of developing and supporting delivery of the agreed work programme relevant to the implementation of this Arrangement.
- 2.3** In order to determine this budget, the Parties will work together to establish a work programme to implement this Relationship Protocol and Arrangement. At a minimum, the work programme will cover the items set out in Part B – Mana Whakahono ā Rohe as follows:
- (a)** Consultation Requirements for Plan Development and Pre-Notification (section 3);
 - (b)** Decision Making and Hearings Panels (section 4);
 - (c)** Resource Consent Processes and Procedures (section 5);
 - (d)** Responses to National Direction (section 6); and
 - (e)** Capacity & Capability Building (section 9).
- 2.4** Funding provided to Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi will cover all contributions it will make to a relationship approach to resource management, including in relation to strategy, policy and planning, with the exception of:
- (a)** Engaging with the Council when the Council itself is an applicant for resource consent, noting that all applicants engaging with Te Rūnanga-Ā-Iwi-Ō-Ngāpuhi are subject to a standard hourly rate for services;
 - (b)** Cultural reports, including cultural impact assessments (CIAs) and cultural values assessment reports (CVAs), or other consultancy services specific to a particular project or proposal, which will be subject to separate contract arrangements; and
 - (c)** The delivery of cultural competency training.

