

**Memorandum of Understanding  
Between**

**TE MAARA A HINEAMARU**

**And The**

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**FAR NORTH DISTRICT COUNCIL**

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**The Parties**

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

- A. **Te Rūnanga o Ngāti Hine** (Ngāti Hine) is the collective that binds all those whose common descent is through the eponymous ancestress, Hineamaru and is the over-arching body politic that represents the will of Ngāti Hine. The main office is the Te Pokapu Centre, 6 Wynyard St, Kawakawa. Te Maara a Hineamaru is the governance body of Te Rūnanga o Ngāti Hine.
- B. **Far North District Council (Council)** - **Te Kaunihera o Te Raki**
- The Far North District Council (Council) is the duly elected Territorial Authority for the Far North District whose boundaries are defined in the Local Government (Northland Region) Reorganisation Order 1989, Gazette 1989 page 2391. Council is represented by members of its elected Council.

**1.0 BACKGROUND**

**1.1 Te Rūnanga o Ngāti Hine**

Te Maara a Hineamaru is the over-arching governance body for Ngāti Hine and its thirteen affiliated marae. Te Manawatoopu o Ngāti Hine is the tribal executive.

Ngāti Hine organisations including the Ngāti Hine Forestry Trust, Ngāti Hine Health Trust, Radio Ngāti Hine, Ngā Tirairaka o Ngāti Hine and other entities that are all part of the Ngāti Hine brand who work together and are strategically aligned.

The vision statement 'Ma Ngāti Hine ano Ngāti Hine e kōrero ma roto i te whānaungatanga me te kotahitanga' reinforces the drive for Ngāti Hine to build local and regional interdependence that will fulfil advancement and self-reliance based on shared kinship.

The Ngāti Hine Mission statement or kaupapa is:

'Ki te whakakotahi i te reo o Ngāti Hine, kia tu tonu te mana, te rangatiratanga, me ana tikanga hei here i a Ngāti Hine ki te whenua'.

- To unite in purpose and give voice to the collective will of Ngāti Hine
- To secure their authority, sovereignty and customs and to bind them to their land (See Schedule 1).

## 1.2 Far North District Council

Council is charged with giving effect to the purpose of local government, as specified in the Local Government Act 2002 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 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

2.1 This Memorandum of Understanding outlines the willingness and intent of Ngāti Hine 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 Ngāti Hine in the context of the:

- Resource Management Act 1991
- Local Government Act 2002

The primary goal is to ensure that Ngāti Hine and Council matters are incorporated seamlessly into the normal daily activities and core business of each entity.

### **3.0 RATIONALE**

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

Therefore, both Ngāti Hine and Council agree to work in partnership and with a spirit of mutual respect that will recognise the complementary aspects of the respective organisations.

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Both parties regard this strategic partnership as an opportunity to utilise and build their distinctive strengths and better serve the local and regional 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 AGREEMENTS**

- 4.1. Council and Ngāti Hine agree to formally meet with each other on at least an annual basis to:

- (a) Discuss high level strategy in regard to key focus areas of core business
- (b) Discuss and agree on key and mutually agreeable objectives that can be progressed through to completion.
- (c) Evaluate and review the ongoing processes of engagement and work achieved.
- (d) Formally review the Memorandum of Understanding.

- 4.2 The mutually agreed objectives will be documented in appendices to this Agreement on an ongoing basis.

- 4.3 The schedule of work objectives will then be operationalised through the collaboration of both entities.

### **5.0 IMPLEMENTATION**

- 5.1 The implementation of the agreed work programme between the two organisations will be undertaken through the mechanisms listed below.

- 5.2 Ngāti Hine - Council Representative Group:

Purpose:

To provide a regular forum between Ngāti Hine and Council that will allow discussion and agreement on how to best implement and monitor the agreed work programme.

- (a) Meetings will occur at least quarterly and will focus on, but are not limited to, issues affecting Ngāti Hine, and monitoring of the work programme.

- (b) The Group will provide advice to Council and contribute to setting policy directions.
- (c) The Group will consist of representatives from each entity and will include a governance representative from each side as well as a senior manager. There will be provision for additional Council and Ngāti Hine representatives to be present for items of specific interest to them. For the purposes of clarity, Ngāti Hine and Council staff are in attendance in an advisory capacity only, and shall have no voting rights.

## **6.0 BUILDING CAPACITY**

- 6.1 To facilitate Ngāti Hine participation, they will be resourced by Council on an annual basis.

Resources in the context of this Agreement may include the provision of technical advice, expertise, information and financial support. Resourcing will be mutually agreed and within accountability requirements including those of quality and timeliness.

- 6.2 Other opportunities that may be addressed on an ongoing basis include:

- Opportunities to assist the Ngāti Hine contributions to decision-making in Te Rohe Tāngata o Ngāti Hine.
- The co-option of Council staff to Ngāti Hine to work on the implementation of agreed work streams.
- Capacity enhancement to enable Ngāti Hine to participate in Council's decision-making process and how that might happen.

## **7.0 UNDERSTANDINGS**

- 7.1 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.
- 7.2 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.
- 7.3 Furthermore, the parties to this Agreement are mindful of:
  - 7.3.1 The opportunity for both organisations to benefit from the establishment of this relationship.
  - 7.3.2 The obligation each organisation has to its respective boards of governance.
  - 7.3.3 The necessity for each organisation to meet quality, legal and legislative requirements.
  - 7.3.4 The need for each party to be responsible for its own expenses related to this understanding.

- 7.3.5 The obligation each organisation has to each other in terms of clear and frank communications as well as a 'no surprises' approach in terms of matters relating to agreed working objectives.
- 7.3.5 The need for each party to appoint a person to serve as the official contact and co-ordinate the activities of each party in carrying out this Agreement. The initial appointees of each organisation are Phillip Grimshaw of the Far North District Council and Rowena Tana of Te Maara a Hineamaru.

## 8.0 DISCLOSURE

- 8.1 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:

Far North District Council  
Kaikohe  
Aotearoa/New Zealand

  
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John Carter

Mayor

Far North District Council

Te Maara a Hineamaru  
Kawakawa  
Aotearoa/New Zealand

  
\_\_\_\_\_  
Waihoroi Shortland

Tumuhere

Te Maara a Hineamaru

  
\_\_\_\_\_  
Tania McInnes

Deputy Mayor

Far North District Council


  
\_\_\_\_\_  
Pita Tipene

Tumuhere Tuarua

Te Maara a Hineamaru

Date: 13.5.16

Date: 13. 05. 2016

  
C. Dale  
CEO (Acting) 13.5.16

## Schedule 1: Ngāti Hine Area of Interest

