

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NGAA URI AA MAAHANGA**

**AND**

**WAIKATO DISTRICT COUNCIL**

**October 2012**

## 1. PARTNERS

The partners to this agreement are;

- The Waikato District Council, and
- Ngaa Uri aa Maahanga

## 2. PURPOSE

The purpose of this agreement is to

- Formally record the relationship between Waikato District Council and Ngaa Uri aa Maahanga and
- Provide for an enhanced relationship between the parties on areas of common interest

## 3. BACKGROUND

### 3.1 NGATI MAAHANGA

Haere mai ki ahau, ki Te Papa-o-Rotu, ki te au tē rena, ki te urunga tē taka, ki te moenga tē whakaarahia. Ahakoa iti taku nohi, he rei kei roto.

Come to me, to the Papa-o-Rotu, to the unstirred current, to the pillow that falls not, and the undisturbed sleep. Although I am small I have teeth.

Ngati Maahanga is a principal Iwi of Waikato Tainui. Ngati Maahanga is founded on the Tupuna Maahanga the son of Tuheitia. Tuheitia the Ngati Maahanga tupuna from whence the name of the current Maori King was given.

#### 3.1.1 WHAKAPAPA (GENEOLOGY)

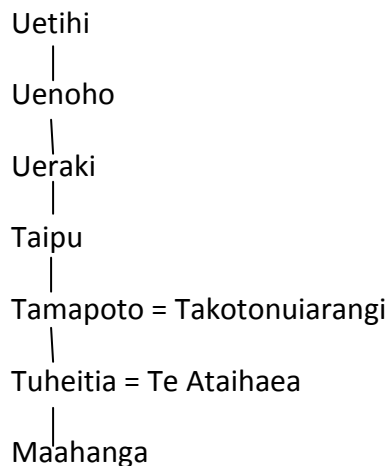
Hoturoa = Whakaotirangi

|  
Hotuope

|  
Hotumatapu

|  
Puhanga

|  
Putetere



**3.1.2 The Hapu (sub-tribes) of Ngati Maahanga include:**

- a) Ngāti Hourua;
- b) Ngāti Hararanui;
- c) Ngāti Hinetepēi;
- d) Ngāti Hinetū;
- e) Ngāti Kahupeke;
- f) Ngāti Kuku;
- g) Ngāti Marutuahu;
- h) Ngāti Ngārape;
- i) Ngāti Parawai;
- j) Ngāti Peke;
- k) Ngāti Ruatēatea;
- l) Ngāti Tamakaahu;
- m) Ngāti Tarao;
- n) Ngāti Tonganui;
- o) Ngāti Waiaranui;
- p) Ngāti Whare;
- q) Ngati Taka;
- r) Ngati Wai ki Waikōwhai;
- s) Ngati Wharewaiata;
- t) Ngati Kieraunui;
- u) Ngati Tohe;
- v) Ngati Paratai;
- w) Ngati Paakura; and
- x) Ngati Te Iwikairakau.

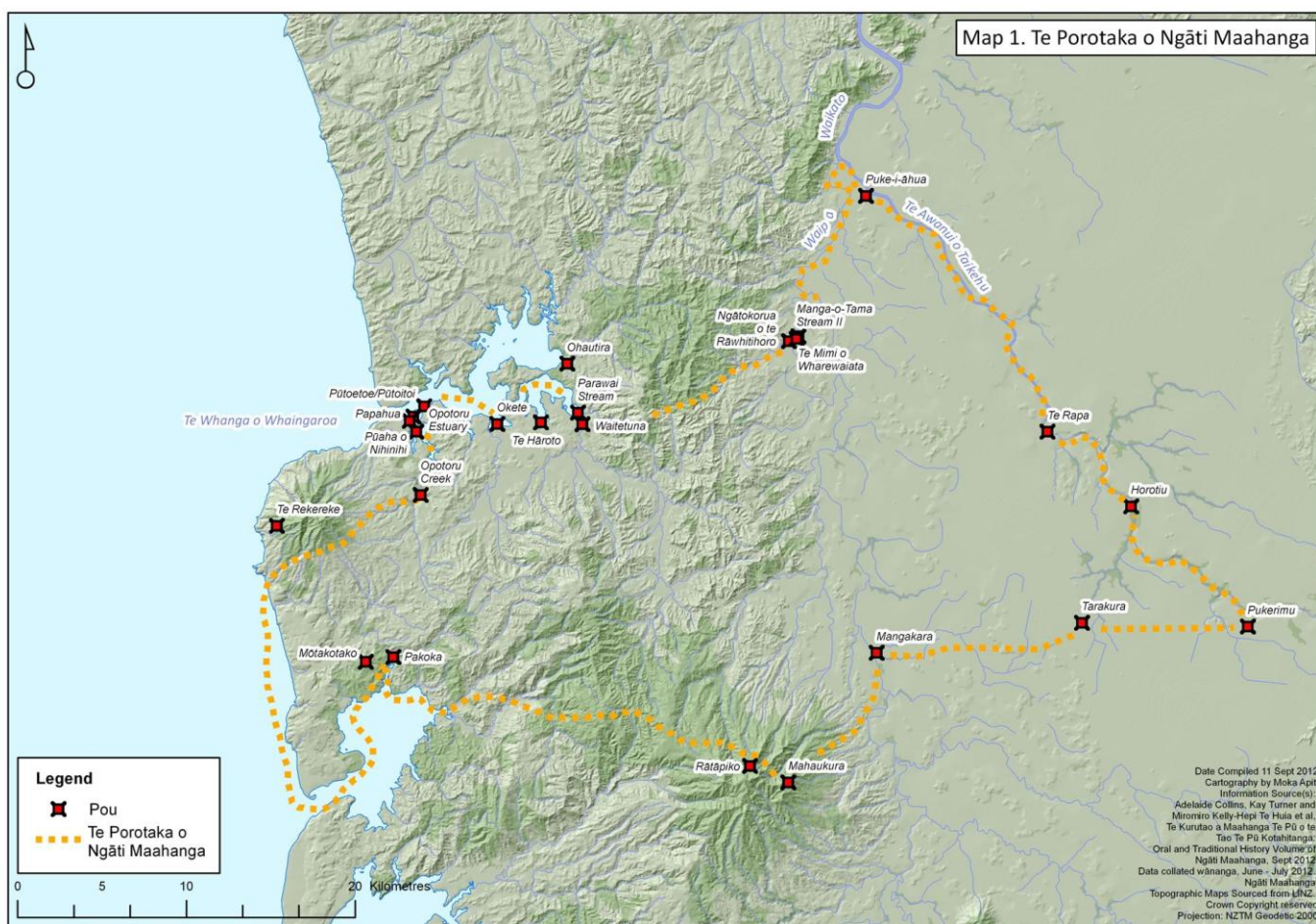
**3.1.3 Ngati Maahanga have the following Marae:**

- a) Ōmaero;
- b) Te Kaharoa;
- c) Te Papa-o-Rotu;
- d) Mōtakotako

e) Te Papatapu.

Waikato District Council acknowledge that Ngati Maahanga have always held and continue to hold mana whenua (cultural authority and control, in the context of this agreement) over the area that they define as their rohe, whenua, moana, ngahere, awa, wahi tapu, taaonga, whanau and hapu.

**Map 1: Area defined by Ngati Maahanga as their Principal Rohe (district)**



*Pou – traditional boundary markers*

### 3.1.3 Description of the area defined by Ngati Maahanga as their principal Rohe

The **principal rohe** of **Ngati Maahanga** begins at the summit of Pirongia, named Mahaukura. Running in a south – east direction to a stream called Mangakara, following until it reaches the river Waipa. Following the current of the river Waipa until it reaches the river mouth of Mangaotama. In a east direction to Taraakura, Pukerimu, then on to Horotiu (Narrows Landing). Following the flow of Te Awanui o Taikehu (now known as Waikato) to Te Rapa (current Waikato Hospital site). Flowing on to reach Puke – i ahua , thence to the confluence of the river Waipa and ajoins to the river where it becomes Waikato at

Ngaruawahia. Following down the river Waikato coming upon Hopuhopu and then on to Peepeepee (opposite Taupiri Mountain) thence to Nga Toka Maapuna, in a western direction towards Kahuhuru, follow the Te Akau block and coming into the Whaingaroa harbour following through to the Waitetuna river, Ohautira stream, Okete, to Putoetoe, thence to Oporotoru estuary, following down to Rokikore, Papahua, Puaha o Nihinihi, to Takapaunui and Te Hutewai to Pakaraka and Ruapuke it follows the sea coast onto Ngati Te Wehi territory then in a southeast direction to Pakoka stream to Kohanga Paarera. Te Whare o Huaraaraatahi. Making claim in the Aotea - Manuaitu and Kawhia harbours in the Rohe Potae to Oparau, to Te Raukumara to Tumuaki Tahuna, to Otungaoko and making its way back to the summit Mahaukura.

**3.1.4 Ngati Maahanga** also have interest<sup>1</sup> in the following areas ;

- a) Whaingaroa;
- b) Papahua;
- c) Takapaunui;
- d) Aramiro;
- e) Karioi;
- f) Wharauaroa;
- g) Ohiapopoko;
- h) Moerangi;
- i) Tauranga;
- j) Te Rape;
- k) Te Mata;
- l) Ruapuke;
- m) Pirongia
- n) Te Uku;
- o) Tutaenui;
- p) Te Kopua, Te Kauri and Ouruwhero (the Pirongia South Forest);
- q) Putoetoe;
- r) Ruapueru;
- s) Whakataki;
- t) Puketutu;
- u) Oparau.

Ngati Maahanga also assert interests in all waterways, rivers, streams, harbours and the ocean within this area including to the beds, banks, foreshore and seabed of such waterways and to the water flowing through such waterways.

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<sup>1</sup> "Interest" in the context of this agreement means, Ngati Maahanga have a historical and / or genealogical ties to these areas.

Ngati Maahanga also acknowledge the intricate whakapapa and interwoven histories they share with other neighbouring Iwi and Hapu from which they derive shared interests in areas outside of the principal Rohe of Ngati Maahanga referred to above.

### **3.2 WAIKATO DISTRICT COUNCIL**

The following sets out the statutory framework under which the Waikato District Council operates.

#### **Section 40(1) of the Local Government Act 2002 states that:**

“(1) A local authority must prepare and make publically available, following the triennial general election of members, a local governance statement that includes information on –

- (a) the functions, responsibilities, and activities of the local authority; and
- (b) any local legislation that confers powers on the local authority; and
- (c) the electoral system and the opportunity to change it; and
- (d) representation arrangements, including the option of establishing Maaori wards or constituencies, and the opportunity to change them; and
- (e) members’ roles and conduct (with specific reference to the applicable statutory requirements and code of conduct); and
- (f) governance structures and processes, membership and delegations; and
- (g) meeting processes (with specific reference to the applicable provisions of the Local Government Official Information and Meetings Act 1987 and standing orders); and
- (h) consultation policies; and
- (i) policies for liaising with, and memoranda or agreements with, Maaori; and
- (j) the management structure and the relationship between management and elected members; and
- (k) equal opportunities policy; and
- (l) key approved planning and policy documents and the process for their development and review; and
- (m) systems for public access to it and its elected members; and
- (n) processes for requests for official information.

(2) A local authority must comply with subsection (1) within 6 months after each triennial general election of members of the local authority.

(3) A local authority must update its governance statement, as it considers appropriate.

#### **3.2.1 Functions, Responsibilities and Activities**

The purpose of the Waikato District Council is to enable democratic local decision making to promote the social, economic, environmental and cultural well being of the Waikato District and its residents in the present and for the future. In order to do so the Waikato District Council has a variety of roles including the following:

- Advocacy on behalf of the local community with central government, other local authorities and other agencies.
- Development of local resources.
- Management of local infrastructure including network infrastructure (e.g. roads, sewage disposal, water, and stormwater) and community infrastructure (e.g. libraries, parks and recreational facilities).
- Planning for the future needs of the local district.

In fulfilling its purpose Waikato District Council exercises powers and fulfils responsibilities conferred on it by a variety of legislation including the Local Government Act 2002, Local Electoral Act 2001 and the Local Government (Rating) Act 2002.

### **3.2.2 Local Legislation**

The Waikato District Council is not bound by any local legislation.

### **3.2.3 Ward Constituencies**

<b>Ward</b>	<b>Population</b>	<b>Current Members<sup>2</sup></b>
Awaroa ki Tuakau	10,350	2
Onewhero	4,100	1
Whangamarino	5,460	1
Hukanui-Waerenga	4,640	1
Whaingaroa	4,280	1
Huntly	8,520	2
Ngaruawahia	9,030	2
Newcastle	4,070	1
Raglan	4,330	1
Eureka	4,800	1
Tamahere	<u>4,670</u>	<u>1</u>
	<b>64,250</b>	<b>14</b>

<sup>2</sup> These population figures were used in the Representation Review (source: Stats NZ June 2011).

*These boundaries and population figures may change from time to time and updates to the document will be made when the document is reviewed.*

### **3.2.4 Members' Roles and Conduct**

The Mayor and the Councillors of the Waikato District Council have the following roles:

- Setting the policy direction of Council.
- Monitoring the performance of the Council.
- Representing the interests of the district (on election all members must make a declaration that they will perform their duties faithfully and impartially, and according to their best skill and judgment in the best interests of the district).
- Employing the Chief Executive (under the Local Government Act the local authority employs the Chief Executive, who in turn employs all other staff on its behalf).

### **3.2.5 Vision and Outcomes for Waikato District**

The vision for the Waikato District Council is *"To be a recognised leader in creating a district that prides itself on economic excellence, local participation and sustainable communities."*

The following community outcomes form the basis of Council decision making in achieving this vision:

- **Accessible Waikato**

This outcome relates to the community's access to infrastructure, transport and technology, and how it meets its needs.

- **Sustainable Waikato**

This outcome is about the effective management of growth and the protection and development of natural resources for future generations.

- **Thriving Waikato**

This outcome relates to a district that prides itself on economic excellence, where heritage and culture are protected and celebrated.

- **Healthy Waikato**

The theme of this outcome is a district with services and activities that promote a healthy community.

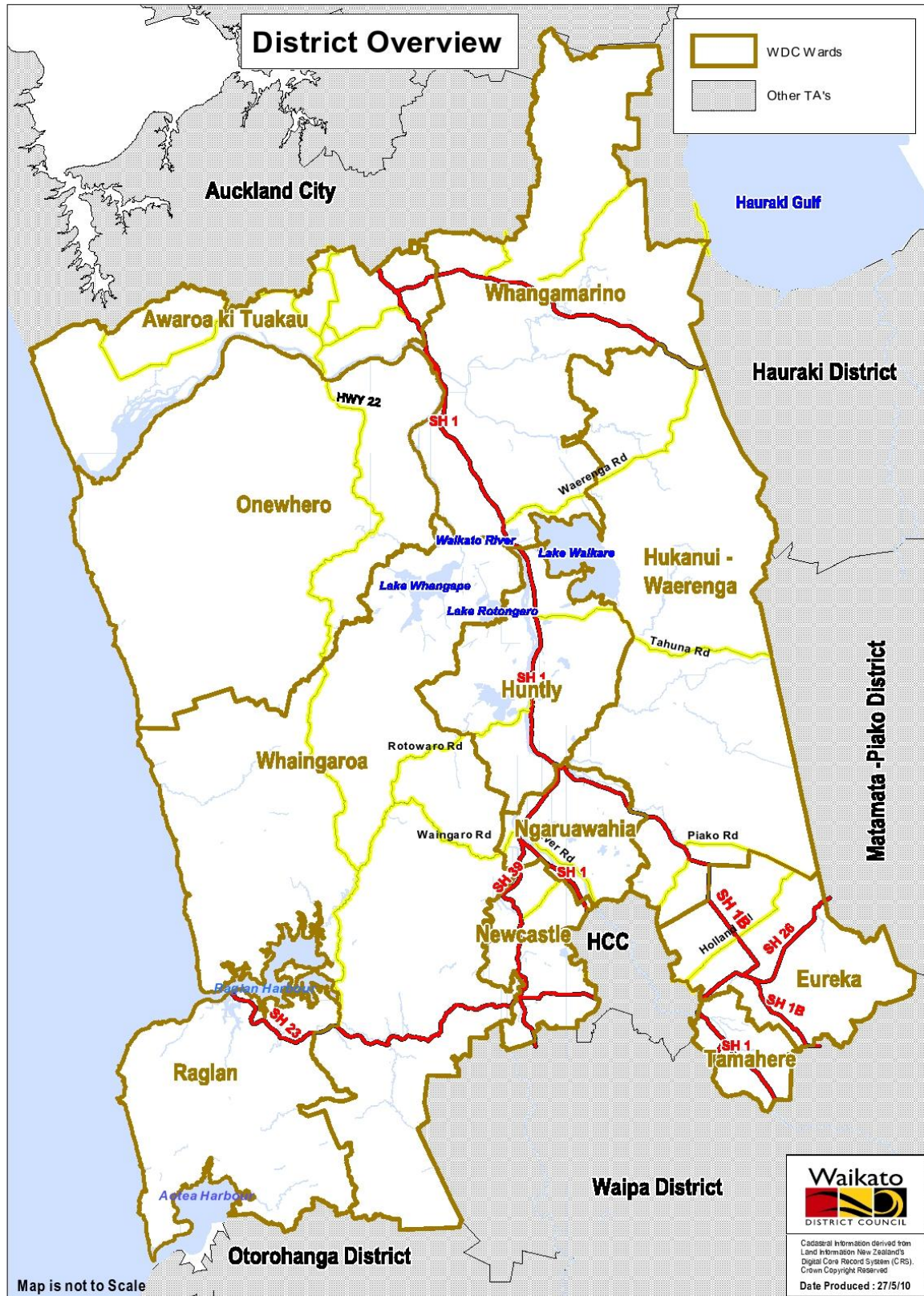
- **Safe Waikato**

This outcome relates to people feeling safe and supported within their communities.



This vision and these outcomes will guide the Waikato District Council in fulfilling the purpose of this agreement.

Map 2: District Boundaries Map – Waikato District Council



### 3.4 SUMMARY

In recent years, Ngaa Uri aa Maahanga have developed an informal relationship with Council at operational and governance levels.

Ngaa Uri aa Maahanga have expressed a wish to formalise their relationship with the Council, to ensure that the iwi and the Council's aspirations for this area are progressed in a collaborative and mutually beneficial manner and to ensure that the relationship continues to develop positively over time.

## 4. RECOGNITION OF JOINT MANAGEMENT AGREEMENTS

Ngaa Uri aa Maahanga recognise and acknowledge that the Waikato District Council have Joint Management Agreement's with Waikato Tainui in respect of the Waikato River and with Ngati Maniapoto in respect of the Waipa River.

Ngaa Uri aa Maahanga are supportive of the objectives of these Joint Management Agreement's and are committed to making a contribution in the restoration, protection and maintenance of the health and wellbeing of the tupuna awa.

Where practical and appropriate, Waikato District Council and Ngaa Uri aa Maahanga will work collaboratively with Waikato Tainui, Maniapoto Maaori Trust Board and other iwi and organisations on initiatives in relation to the restoration of the health of the awa.

## 5. PRINCIPLES

**The parties will operate this agreement under the following principles:**

- 5.1 The exercising of kawa<sup>3</sup> and tikanga<sup>4</sup>, is acknowledged by Waikato District Council to lie with Nga Uri aa Maahanga in their takiwaa (district). Waikato District Council will seek and receive advice from Nga Uri aa Maahanga about the exercise of that authority.
- 5.2 The parties commit to open discussion, positive negotiation and a problem-solving approach to all matters related to fulfilling the purpose of this agreement.
- 5.3 The parties commit to early engagement and a 'no surprises' approach.
- 5.4 The parties recognise and respect the diverse strengths and contributions each bring to the relationship.

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<sup>3</sup> 'Kawa' derives from the ancient term 'tā te kawa' or 'tānga o te kawa', which was the pre-dawn naming ceremony for a new building. Contemporarily the term 'kawa' is frequently used to refer to rituals or protocols related, but not limited, to the formal welcome of visitors on the marae, which is determined by the mana whenua.

<sup>4</sup> 'Tikanga' is derived from the word 'tika', to be correct. It refers to what is accepted as correct customary practice in Māori contexts.

- 5.5 In areas of mutual interest, the parties may pursue joint developments and evaluation of programmes and initiatives.
- 5.6 Either party has the right to enter into agreements with other iwi / other councils.
- 5.7 The parties undertake to inform the other of new information and developments which could impact on the fulfilling of the purpose of this agreement.
- 5.8 The parties undertake to regularly meet to discuss areas of common interest and recognise that the relationship between them will evolve.

## **6. AGREEMENTS UNDER THIS MEMORANDUM OF UNDERSTANDING**

**Ngati Maahanga** and the **Waikato District Council** agree that Council:

- 6.1 Recognises the matakura (traditional knowledge) of Ngati Maahanga associated with their rongoa (medicine) and other taaonga (treasures) and further recognises Ngati Maahanga's right to protect their cultural and intellectual property rights;
- 6.2 Recognises Ngati Maahanga's special relationship with their rohe, Whenua, moana, ngahere, awa, wahi tapu, taaonga and other resources;
- 6.3 Will ensure that, where necessary and appropriate, early engagement with Ngati Maahanga occurs for projects, works and activities within their identified tribal area;
- 6.4 Will discuss with Ngati Maahanga any statutory and regulatory matters that could impact upon them. Within the context of existing central and local government authority, the Council acknowledges that Ngati Maahanga are desirous of "self determination and governance" within their tribal area;
- 6.5 Subject to Section 4 of this agreement, will discuss with Ngati Maahanga how the Council may support them in their efforts to hold wananga (learning seminars), re-establish paataka kai (food storehouses), maara kai (gardens), wetlands, native nurseries and riparian planting initiatives and environmental projects.

**Ngati Maahanga** and the **Waikato District Council** agree that Ngati Maahanga:

- 6.6 Acknowledges that council has statutory responsibilities to the entire Waikato District community and will prioritise works and projects across the district as set out in the Long Term Plan to ensure the planning, direction and management of resources to meet the present and future needs of all the people and the environment;
- 6.7 Will respond to requests from the council for support, advice and information in a timely manner.

## **7. MEETINGS**

The partners agree:

- 7.1 to meet at least twice per year, to discuss matters of mutual interest;
- 7.2 for Waikato District Council, the attendees at these meetings shall be the Mayor or his nominee, and the Councillors for the Newcastle, Whaingaroa and Raglan wards (or the successors thereof, within the district). Those staff necessary to provide technical support on agenda items will also attend;
- 7.3 for Nga Uri aa Maahanga, the attendees shall be the Chairperson / Co-Chairperson or his nominee, and up to 3 other Trustee representatives, or, other hapu/lwi/other reps as may be required to provide support on agenda items will also attend;
- 7.4 a quorum for a meeting will be four persons, comprising at least two members from each of the parties;
- 7.5 meetings will be hosted alternatively by the parties, who will provide secretariat and administrative services. The meeting will be chaired by the host party (i.e. the Mayor for meetings at Waikato District Council and the Chair of Ngaa Uri aa Maahanga for meetings at their offices);
- 7.6 meeting dates will be set by mutual agreement between the parties. Meetings will occur by end of June (for the first half of the year) and by the end of November (for the second half of the year). Extra meeting dates will be set if necessary, by mutual agreement;
- 7.7 agendas for the meetings will be compiled prior and approved at least 2 weeks before the meeting is held. Confirmed agendas will be circulated by the host party to all attendees.

## **8. REVIEW**

The parties agree that this is a living document which should be updated and adapted to take account of future developments. Therefore, the agreement shall be reviewed bi-annually to:

- 8.1 discuss any impediments to the parties fulfilling the objectives of this agreement;
- 8.2 discuss any foreseeable matter which may impact on the purpose of this agreement;
- 8.3 discuss any matter that either party considers relevant to such a review, including the contents and / or wording of the agreement.

## **9. CLAIMS BEFORE THE WAITANGI TRIBUNAL**

The parties acknowledge that claims have been made to the Waitangi Tribunal on behalf of Ngati Maahanga (including Wai 1327) concerning historical and contemporary grievances against the Crown. Notwithstanding any other provision in this document, and for the avoidance of doubt, the parties agree and acknowledge that this agreement does not settle, prejudice or impact in any way upon any such claims, or upon the issues raised in any such claims, or upon the ability of Ngati Maahanga to seek relief in relation to any such claims whether before the Waitangi Tribunal or any other jurisdiction.

## **10. RESOLUTION OF ISSUES.**

From time to time, each party may find that they do not agree on a particular issue. In this situation, the parties undertake to work together to maintain the relationship and to resolve any outstanding issues.

**Execution**

**At.....on the.....day of.....2012**

Signed for and on behalf of **Waikato District Council** by its duly authorised signatory:

\_\_\_\_\_

Signed

\_\_\_\_\_

Date

**Mayor**

Signed for and on behalf of **Ngaa Uri aa Maahanga** by its duly authorised signatory:

\_\_\_\_\_

Signed

\_\_\_\_\_

Date

**Te Ariki Pihama**

**Chairman**

**Ngaa Uri aa Maahanga**