

**Memorandum of Understanding**  
**Between**  
**Raukawa Settlement Trust**  
**And**  
**South Waikato District Council**

# **PARTIES TO THIS MEMORANDUM OF UNDERSTANDING**

## **Raukawa Settlement Trust Board**

**and**

## **South Waikato District Council**

### **1. Introduction**

#### **Raukawa Settlement Trust Board**

The Raukawa Trust Board (which is the predecessor of the Raukawa Settlement Trust Board) is a Charitable Trust and is a legal entity under the Charitable Trusts Act 1957. The Board was incorporated on 24 March 1987 and is comprised of eight trustees and a kaumatua representative. As the recognised Iwi Governing Body, the Raukawa Trust Board acts in the interests of the whānau and hapū of Raukawa, comprising some 32 hapu and marae. The Board affirms its mandate from Ngā Uri o Raukawa each year at its AGM. The Raukawa takiwa (tribal area) includes Matamata, Cambridge, Te Awamutu, Tirau, Arapuni, Putaruru, Tokoroa, Atiamuri, Mangakino, and Mokai.

The Board must act in accordance with its Trust Deed, as amended on 1 September 2006 and under the direction of its recognised strategic plan. The Board provides a range of services, programmes and advice in the social, education, environment, health, arts and culture, and treaty claims areas, and holds various commercial assets and ventures.

On July 1 2009, the whānau and hapū of Raukawa formed a new group entity headed by the Raukawa Settlement Trust as the result of the resolution of Central North Island forest claims. The Raukawa Trust Board underwent a transition to the Raukawa Settlement Trust and the tribes interests are now governed by this group which comprises 26 representatives o marae and hapu.

#### **South Waikato District Council**

The South Waikato District Council (the Council) is a territorial local authority constituted under the Local Government Act 2002. The Council was formed in 1989 from the amalgamation of the former Tokoroa and Putaruru Borough Councils and the Matamata, Waipa and Rotorua County Councils. Under the Local Government Act

2002 the purpose of local government is: *“(a) to enable democratic local decision-making and action by, and on behalf of, communities; and (b) to promote the social, economic, environmental, and cultural well-being of communities, in the present and for the future.”*

The Council is governed by a Mayor and ten Councillors. The Mayor is elected at-large across the South Waikato District; Six Councillors are elected from the Tokoroa Ward; Three Councillors from the Putaruru Ward and One Councillor is elected from the Tirau Ward. In addition the Mayor and Councillors the Tirau Ward is represented by the Tirau Community Board, which is comprised of five members; four elected from the Tirau Ward and one appointed by Council (normally the elected Tirau Councillor).

## **2. Purpose**

The Parties have agreed to enter into a Memorandum of Understanding in accordance with the goals, principles and deliverables set out in this document, and to foster the development of a positive, effective working relationship between Raukawa Settlement Trust Board and the South Waikato District Council.

# **Terms of the Memorandum of Understanding**

## **3. Principles**

- 1 By this Memorandum of Understanding the Raukawa Settlement Trust Board and the South Waikato District Council record their intention and commitment to establish an interactive, positive and balanced relationship exercising good faith, co-operation and responsiveness in the way they work together.
- 2 The Parties have agreed through this Memorandum of Understanding to:
  - a) Address matters of mutual interest and exchange information willingly.
  - b) Work together in the spirit of the provisions of the Treaty of Waitangi.
  - c) Endeavour to recognise and take into account the legal rights and obligations of the other party.

- d) Co-operate in a fair, open, honest way.

## **4. Strategic Intent**

### **Intent**

The intent of this MoU is to acknowledge the important role the parties play in the social, cultural, economic and environmental well-being of the South Waikato. By working together cooperatively greater good for our shared constituents can be achieved.

## **5. Implementation**

The parties to this memorandum of understanding will endeavor to meet six-monthly to consider and monitor the intentions and implementation of this MOU. Either party may initiate additional meetings where deemed appropriate or desirable.

## **6. The Parties' Contribution**

### **Membership:**

- a) A schedule of membership will be developed in accordance with the electoral term of each organization. Each party will provide notice of respective membership as appropriate.

### **Resourcing:**

- b) Both parties will contribute resourcing to effect the outcomes of this MOU and these matters will be resolved through resourcing arrangements to be agreed at the beginning of each year through the recommendations of each party's governance body.

## **7. Scope**

Nothing in this document shall affect the rights and obligations of either Party to meet and fulfil their obligations or to manage, administer or plan their business during the course of their functions.

## **8. Review**

This Memorandum of Understanding and its provisions may be reviewed annually, by mutual agreement.

## **9. Term of Agreement**

This Memorandum of Understanding will continue until formal notice is given in writing by either party to the effect that the Memorandum of Understanding is at an end.

## **10. Protocols**

Protocols which give effect to the intent of this MOU are included.

The Raukawa Settlement Trust Board has established internal policies to guide the Board if it is decided by both parties that a contract for services is required. It is the responsibility of each party to ensure these policies are adhered to.

## **11. Mandate**

Raukawa Settlement Trust Board mandate is derived from the elected members of marae/hapu/iwi and does not extinguish the rights of other mandated marae/hapu/iwi groups to establish a Memorandum of Understanding with South Waikato District Council.

## **12. Change of Membership**

For the purpose of this Memorandum of Understanding, if there is a change in membership by either party for what ever reason formal notice will be given to the remainder representative members of this Memorandum of Understanding and at the earliest convenience the name of the person who will replace that member.

## Signed on behalf of the Raukawa Settlement Trust Board

.....  
Chairman

.....  
Chief Executive

## Signed on behalf of the South Waikato District Council

.....  
Mayor

.....  
Chief Executive

Dated this .....day of.....2009

# Appendices

<b>Appendix A:</b>	<b>Legislation affecting the Raukawa Settlement Trust Board</b>
<b>Appendix B:</b>	<b>Map of the Raukawa Rohe</b>
<b>Appendix C:</b>	<b>The Parties Contribution</b>
<b>Appendix D:</b>	<b>Protocols</b>

## Appendix A

### Legislation affecting the Raukawa Settlement Trust Board

#### Includes but is not limited to:

- Charitable Trust Act 1957
- Health & Disabilities Act
- Health and Safety in Employment Act 1992
- Health and Safety in Employment Amendment Act 2002
- Privacy Act 1993
- Trustees Act 1956
- Resource Management Act 1991
- Local Government Act 2002
- Local Government Act 1974
- Maori Commercial Aquaculture Claims Settlement Act 2004
- Fisheries Act 2004
- Holidays Act 1987
- Income Tax Act 1994
- Parental Leave and Employment Protection Act 1987
- Public Health Act 1957
- Privacy Act 1993
- Protected Disclosures Act 2000
- Smoke-Free Environments Act 1990
- Statistics Act 1975
- Employment Relations Act 2000

## **Appendix B**

### **Map of the Raukawa Rohe**

#### **The Raukawa Rohe**

To assist the South Waikato District Council's understanding of Raukawa interests, the following guidance is provided:

Historically, identification and communication of tribal boundaries were made through a wide range of oral traditions such as moteatea, pepeha, waiata, haka and whaikorero. These oral traditions are still used regularly today and so form important elements of tikanga or custom.

Wairangi was the grandson of Raukawa and was a renowned warrior and fierce proponent of Raukawa's mana whenua. It is his korero that is given below, as offered by Hitiri Te Paerata in numerous Native Land Court hearings in the 1880s and on behalf of Raukawa.

The historical context of this korero must be acknowledged, it was not assumed that a straight line should be drawn from landmark to landmark, more that these were helpful indicators from which the wider tribal area could be identified.

As times have moved on, iwi and hapu are required to make clear distinction on boundaries. A formal acknowledgement of Raukawa's boundaries will be established through the Treaty of Waitangi claims settlement process, until such time, oral traditions are relied upon.

#### **Wairangis's Boundary**

The area that is covered by this MoU is the present day rohe of Raukawa outlined by Wairangi and does not include the interests of Raukawa within the rohe known as Raukawa ki te Tonga.

Ki te Wairere, Horohoro  
Pohaturua  
Ko Ongaroto, Ko Whaita e  
Nukuhau  
Ki runga o Hurakia  
Hauhangaroa  
Titiraupenga  
Arohena

Wharepuhunga  
Titiraupenga  
Whakamarumarū, Te Pae o Raukawa  
Titiro atu ki e Kaokaoroa o Patetere  
Maungatautari  
Ka titiro ki Wharepuhunga  
Ko Hoturoa, Parawera  
Ko te Manawa ra o Ngati Raukawa

The district of Raukawa is from Te Wairere falls, to Horohoro and Pohaturoa,  
At Ongaroto is the house of the ancestor Whaita,  
From Nukuhau to Hurakia on the Hauhangaroa Range,  
From Titiraupenga mountain, the horizon is the boundary of the district of Raukawa,  
To the mountain Wharepuhunga and the marae at Arohena,  
To the ranges of Whakamaru.

The view extends to the region of Te Kaokaoroa o Patetere,  
To Maungatautari.

The view extends beyond Wharepuhunga to the ancestor Hoturoa, to the Marae at  
Parawera.

Here stands the proud spirit of Ngati Raukawa.

## **Appendix C**

### **1.1 Part A – Annual Services (?)**

(To be agreed by each party after in its annual financial planning cycle)

Clause 6(b) of this document provides that:

"Both parties will contribute resourcing to effect the outcomes of this MOU and these matters will be resolved through resourcing arrangements to be agreed at the beginning of each triennium through the recommendations of each party's governance bodies.

To give effect to this provision the following activities will be resourced as agreed between the Raukawa Settlement Trust Board and the South Waikato District Council as soon as practicable following the commencement of each financial period, with an annual review as provided for in Clause 8.

#### **Meeting representation**

South Waikato District Council to support the attendance /participation of the Raukawa Settlement Trust Board:

- Members appointed as the Board's representatives on any MOU liaison forum
- Members appointed as the Board's representative on any other subcommittees, Working Groups, workshops and/or forums

by providing a per meeting payment equivalent to the per member meeting attendance fee and travel allowance rates contained in any current South Waikato District Council Payment of External Representatives on Council Committees and Subcommittees Policy.

This is to be paid to the Raukawa Settlement Trust Board on a quarterly basis.

#### **Consultation, Technical Expertise, Submissions and Advice**

- SWDC Long Term Council Community Plans and Annual Planning processes
- First Schedule, Resource Management Act 1991 Policy Statements and Regional Plans, including Variations and Changes
- Local Government Act 2002, S81-Contributions to decision-making processes by Maori and S82-Principals of Consultation
- Raukawa Settlement Trust Board Strategic Plan and Annual Planning processes
- Raukawa Iwi Management Plan

- Identification of appropriate organizations and stakeholders to consult with as part of the effective development and implementation of policies and plans required by legislation or promulgated as part of 'good governance' of the South Waikato District Council and/or Raukawa Settlement Trust Board.
- Making submissions on and/or giving expertise advice to the other agencies involved in matters of mutual environmental interest affecting the Waikato region and/or Raukawa rohe (within the Waikato region), including joint submissions concerning legislation and other representatives to Government as appropriate.

## **APPENDIX D – PROTOCOLS**

If it is decided by both parties that a contract for services is required then the protocols and process to be followed will be developed in consultation with the parties.

Protocols to be developed

- Consultation
- Resource consent processing protocols
- Meetings and updates/workshops
- Designated Senior Management – EMT representative from each body nominated as the Organisational Strategic Contact.