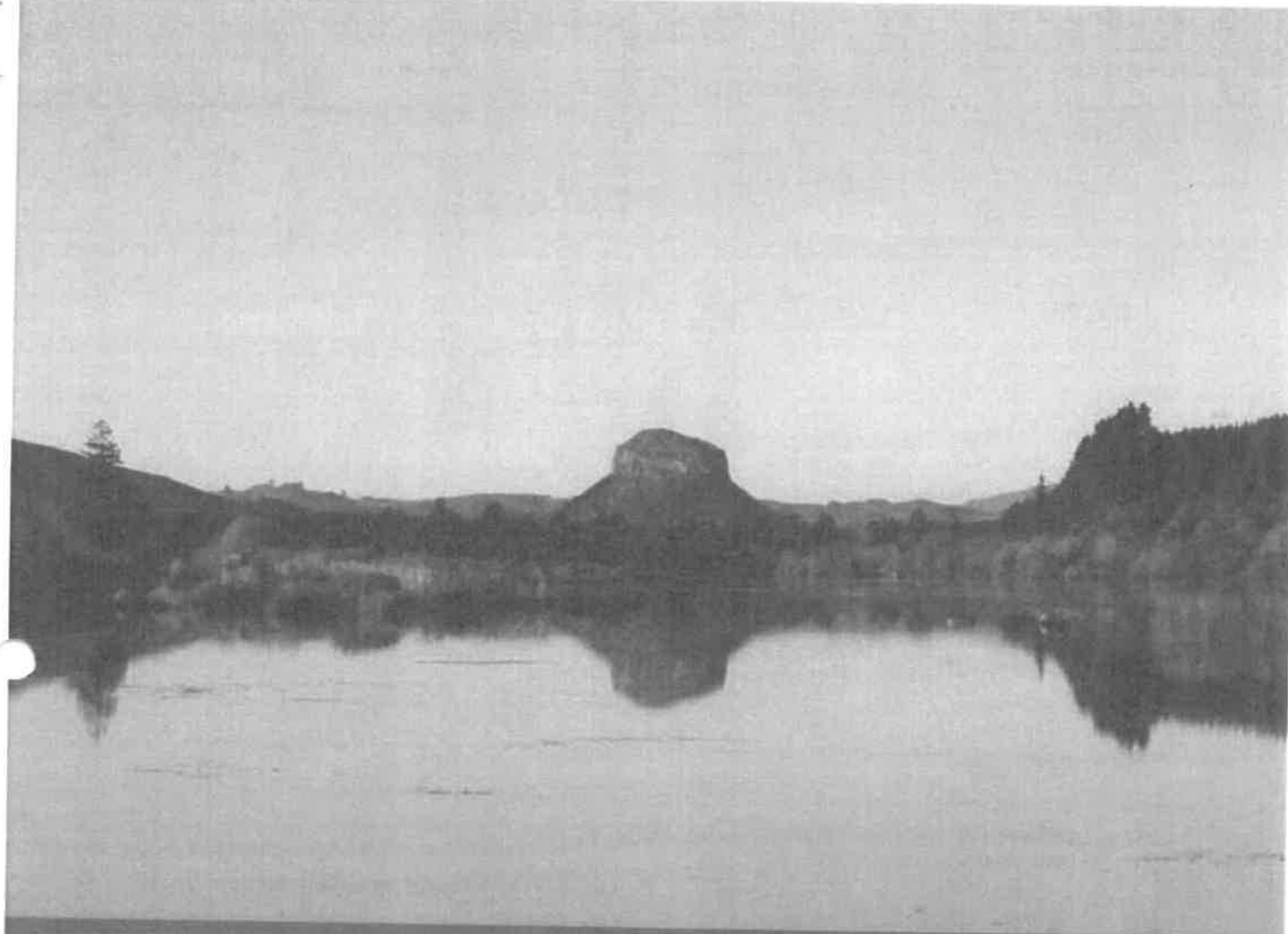




JOINT MANAGEMENT AGREEMENT

Raukawa Settlement Trust and
Rotorua District Council



TE POARI MATUA O RAUKAWA

RAUKAWA SETTLEMENT TRUST

Shaping
 Rotorua



JOINT MANAGEMENT AGREEMENT

DATED: **September 2013**

This JOINT MANAGEMENT AGREEMENT is made between:

- A. **Rotorua District Council ("the Council")**, a District Council duly constituted by the Local Government Act 2002.
- B. **Raukawa Settlement Trust ("the Trust")**, a Trust established by the Raukawa Settlement Trust Deed dated 16 June 2009.

Each one a Party and together referred to as the Parties.

BACKGROUND

- 1. On 4 September 2008, the trustees of the Trust, Te Arawa River Iwi and Ngati Tūwharetoa entered into an agreement in relation to a co-management framework for the Waikato River with the Crown.
- 2. Subsequently, on 17 December 2009, the Crown and the Trust signed an amended Deed in relation to a Co-Management Framework for the Waikato River which included provisions for joint management agreements ("the **Co-Management Deed**").
- 3. The Ngati Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 ("the **Upper Waikato River Act**") was enacted to give effect to the Co-Management Deed and as such this Joint Management Agreement (this **JMA**) is being established pursuant to section 43 of the Upper Waikato River Act.
- 4. The Upper Waikato River Act recognises that Te Ture Whaimana o Te Awa o Waikato (**Te Ture Whaimana** or the **Vision and Strategy**) is the primary direction setting document for the Waikato River and its catchment. The vision for the Waikato River is:

*"Tooku awa koiora me oona pikonga he kura tangihia o te maataamuri
The river of life, each curve more beautiful than the last*

Our vision is for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come"

Raukawa

- 5. Over the generations Raukawa have developed tikanga or protocols that embody a profound respect for their tribal area, flora, fauna, geography and all life within it. Their tikanga recognises that if people care for their environment, the environment will continue to sustain the people for generations to come.

6. As kaitiaki within their rohe, Raukawa hold a unique and special responsibility under whakapapa to preserve, protect and manage sustainably natural and physical resources, including ngā tāonga tuku iho. The tribal aspiration is a future where cultural, social, environmental and economic objectives are balanced not only for tribal members but for all those people living within the tribal rohe.
7. Raukawa, as mana whenua, are also farmers, foresters, geothermal developers, investors, ratepayers, and providers of a wide range of services to the community. In carrying out these many roles and responsibilities, Raukawa recognises that their tribal aspirations will only be realised through long-term partnership and collaboration with the wider community.

Rotorua District Council

8. The Council is a District Council pursuant to the Local Government Act 2002 (LGA 2002) and as such has a responsibility to meet the current and future needs of its community for good-quality local infrastructure, local public services, and performance of regulatory functions in a way that is most cost effective for households and businesses.
9. The Council, under the Resource Management Act 1991 (RMA), is responsible for promoting the sustainable management of natural and physical resources within its District. This is achieved through the exercise of various powers and functions that relate to the management, use, development and protection of natural and physical resources.

SHARED ACKNOWLEDGEMENTS

10. The Parties agree that they are now in a new era of co-management which means under this time of change, the Parties agree to embrace new and holistic ways of working together, and will continue to build a functional and effective long-term partnership.
11. Both Parties acknowledge other Waikato River iwi, their tikanga, and respective relationships with the Waikato River.
12. The Parties agree and acknowledge the following, which represents the Parties' aspirations for the management of the Waikato River and its catchment:
 - (a) The Parties are committed to the restoration and protection of the health and well-being of the Waikato River and its catchment for present and future generations;
 - (b) Te Ture Whaimana - the Vision and Strategy is the primary direction setting document for the Waikato River and for activities within its catchment affecting the Waikato River;
 - (c) Raukawa have a unique and evolving relationship with the Waikato River and its catchment;
 - (d) The Waikato River is an integral part of the whakapapa, tikanga, mātauranga and lives of Raukawa;
 - (e) Co-governance and the co-management framework require effective change;
 - (f) Enhanced outcomes need to be achieved for the Waikato River and its catchment in terms of both management processes and environmental results; and
 - (g) The co-management framework enables Raukawa involvement in decision-making.

13. The Parties now wish to formally record their working relationship under the Upper Waikato River Act in this JMA.
14. The Parties acknowledge that this JMA is an enduring agreement, and will be binding for both Parties and their relationship into the future.

MATTERS AGREED

1. PURPOSE

1.1 The Purpose of this JMA is to:

- (a) Set out how the Parties will work together to give effect to the Upper Waikato River Act;
- (b) Provide for an enduring relationship between the Parties through the shared exercise of functions, duties and powers under the Upper Waikato River Act and the RMA, and based on recognition of individual mana, respect, and understanding; and
- (c) Strengthen the commitment between the Council and the Trust to enter into a new era of co-management and governance over the Waikato River with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations.

2. SCOPE

2.1 This JMA covers the following:

- (a) Matters relating to the Waikato River and activities within its catchment affecting the Waikato River (Area B, SO409144), insofar as it relates to Rotorua District Council;
- (b) Matters relating to activities in the catchment of the Waipā River from its source to its junction with the Pūniu River (Area C, SO409144), to the extent to which the matters relate to the Raukawa interests in the catchment if the matters set out in parts 5 and 6 of the Co-Management Deed are applied to the Waipā River as described in the Upper Waikato River Act; and insofar as the matters relate to Rotorua District Council;
- (c) Matters relating to the exercise of shared functions, powers and duties:
 - (i) Monitoring and enforcement activities pursuant to section 47 of the Upper Waikato River Act;
 - (ii) Preparing, reviewing, changing or varying an RMA Planning Document, pursuant to section 48 of the Upper Waikato River Act; and
 - (iii) Considering applications under Part 6 of the RMA in relation to resource consents pursuant to section 49 of the Upper Waikato River Act.
- (d) Processes to explore whether customary activities can be carried out without the need for a statutory authorisation, and whether customary activities can be provided for as permitted activities (pursuant to section 45(2) of the Upper Waikato River Act);

- (e) Processes to explore additional duties, functions, or powers pursuant to section 54 of the Upper Waikato River Act; and
- (f) Establishment of a Governance Committee pursuant to section 54 of the Upper Waikato River Act.

3. TERM

- 3.1 The Parties agree and acknowledge that under the Upper Waikato River Act the JMA will commence on the Commencement Date and will remain in force in perpetuity.
- 3.2 This agreement is subject to review and amendment pursuant to section 55 of the Upper Waikato River Act and Part 15 of this JMA.

4. PRINCIPLES

JMA Principles

- 4.1 The Parties acknowledge and agree that in working together they will:
 - (a) Give appropriate weight to the relevant matters and documents provided for under the Upper Waikato River Act, including:
 - (i) The overarching purpose of the Upper Waikato River Act, being to restore and protect the health and wellbeing of the Waikato River for present and future generations;
 - (ii) Te Ture Whaimana – the Vision and Strategy;
 - (iii) The Upper Waikato River Integrated Management Plan; and
 - (iv) The Raukawa Environmental Management Plan.
 - (b) Respect the mana whakahaere of Raukawa;
 - (c) Act in a manner consistent with the principles of Te Tiriti o Waitangi/The Treaty of Waitangi; and
 - (d) Recognise the statutory functions, powers and duties of the Council.

Relationship Principles

- 4.2 The Parties acknowledge and agree that to achieve the JMA Principles set out in Clause 4.1 above, they will:
 - (a) Work in good faith and in a spirit of co-operation;
 - (b) Commit to open, honest and transparent communication;
 - (c) Commit to participate effectively in co-management;
 - (d) Ensure early engagement on issues of known mutual interest;

- (e) Operate on a 'no surprises' approach;
- (f) Recognise that the relationship between the Parties will evolve;
- (g) Respect the Independence of each Party and their individual mandates, roles and responsibilities;
- (h) Recognise and acknowledge that at times matters may arise within the scope of this JMA concerning which the Parties have differing perspectives;
- (i) Recognise and acknowledge that both Parties benefit from working together by sharing their vision, knowledge and expertise;
- (j) Recognise that co-management and this JMA operate within statutory frameworks that must be complied with;
- (k) Commit to meeting statutory timeframes and minimising delays and costs associated with those statutory frameworks; and
- (l) Agree that both Parties will adopt a best endeavours approach at all times in giving effect to this JMA.

5. GUARDIANSHIP

- 5.1 A Governance Committee will be established to be the kaitiaki of this JMA.
- 5.2 The Governance Committee will be made up of equal numbers of representatives from the Council and the Trust, and will meet annually and as required to:
 - (a) Review the effectiveness of this JMA in achieving its purpose;
 - (b) Discuss issues of interest to both parties;
 - (c) Provide strategic guidance and overview to the Joint Working Party (JWP);
 - (d) Review and make recommendations on matters brought before it by the JWP;
 - (e) Make recommendations to Council and the Trust; and
 - (f) Undertake any other tasks as agreed between the Parties.
- 5.3 There will be co-chairs presiding over all meetings, with each of the Parties electing a co-chair to represent the Council and the Trust.
- 5.4 Any decision made at a meeting will be made in good faith and by way of a consensus process by the Parties.
- 5.5 The Parties may agree to include other agencies or stakeholders at a meeting of the Governance Committee to discuss matters of shared interest that may include matters beyond the scope of this JMA.

- 5.6 Meetings of the Governance Committee will be hosted by one of the Parties on an alternating annual basis, with the initial Governance Committee meeting to be agreed to and scheduled at the initial Joint Working Party meeting.
- 5.7 The Parties will each appoint a senior manager to oversee the implementation of the JMA, with each taking responsibility for nominating a key point of contact for advice and support.
- 5.8 Staff members may be invited to attend the meetings for the purposes of technical support.
- 5.9 Each Party is to bear its own costs in relation to Clauses 5.6, 5.7 and 5.8 of this JMA.
- 5.10 For the avoidance of doubt, the Governance Committee is not a subcommittee of Council under the Local Government Act 2002.

6. JOINT WORKING PARTY

- 6.1 A Joint Working Party (JWP) will be established upon commencement of this JMA, with the first meeting of the JWP to occur within six months of the signing of this JMA.
- 6.2 The JWP will meet a minimum of twice per annum and more regularly as required.
- 6.3 The membership of the JWP will include (but not be limited to) senior managers responsible for policy development, resource consents and resource information at the Council, and senior managers at the Trust.
- 6.4 The role and function of the JWP will include:
- (a) Determining the processes and procedures in regard to the following RMA functions, powers, and duties:
 - (i) Monitoring and enforcement activities pursuant to section 47 of the Upper Waikato River Act;
 - (ii) Preparing, reviewing, changing or varying an RMA Planning Document, pursuant to section 48 of the Upper Waikato River Act; and
 - (iii) Functions, powers and duties for resource consents pursuant to section 49 of the Upper Waikato River Act.
 - (b) Exploring whether customary activities can be carried out without the need for a statutory authorisation and whether customary activities can be provided for as permitted activities, pursuant to section 45(2) of the Upper Waikato River Act.
 - (c) Explore opportunities to extend this JMA to cover duties, functions or powers that are additional to those specified in section 45 of the Upper Waikato River Act.
- 6.5 In addition, the JWP will:
- (a) Identify and discuss emerging issues of common interest to the Parties;
 - (b) Review and discuss improvements to JMA processes;

- (c) Oversee delivery of work programmes relating to the scope of this JMA;
 - (d) Report on an annual basis to the Governance Committee;
 - (e) Agree to and schedule the annual meeting of the Governance Committee;
 - (f) Make recommendations to the Governance Committee; and
 - (g) Convene additional meeting(s) of the Governance Committee as required.
- 6.6 The JWP will work in accordance with the principles set out in Clause 4 of this JMA. The process for reaching decisions will be through:
- (a) Good faith engagement and in the spirit of cooperation; and
 - (b) Consensus decision making as a general rule, with participants committed to endeavour at all times to reach consensus on the matters to be discussed and decided upon.
- 6.7 The Parties may agree to include other agencies or stakeholders within the JWP to discuss specific matters relating to Te Ture Whaimana. Those additional Parties will act at all times in accordance with the principles set out in Clause 4 of this JMA.
- 6.8 Each Party is to bear its own costs in relation to Section 6.
- 6.9 **Figure One** illustrates the relationship of the JWP and the Governance Committee in relation to this JMA.

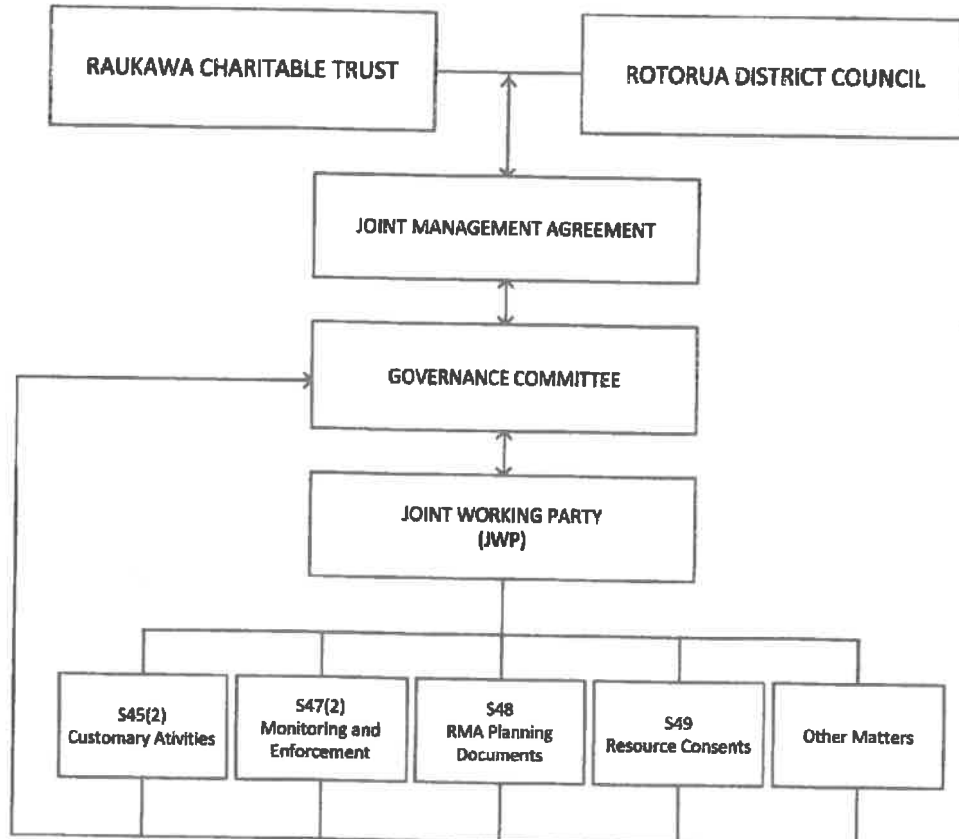


Figure One: Governance Committee/JWP relationship diagram

7. RMA PLANNING DOCUMENTS

- 7.1 Section 7 applies to preparing, reviewing, changing or varying an RMA planning document to the extent to which those processes are related to Te Ture Whaimana, pursuant to section 48 of the Upper Waikato River Act.

Preparing, reviewing, changing or varying an RMA Planning Document (Council Initiated)

- 7.2 When considering the preparation, review, change or variation of an RMA Planning document, key personnel from the Council will contact key personnel from the Trust as soon as practicable to determine the extent to which the proposal impacts on Te Ture Whaimana. This contact will initiate discussions on the issues, and identify whether there is a need for the Trust to participate in the processes through a meeting of the JWP in accordance with Clause 7.3.
- 7.3 Where a proposal impacts on Te Ture Whaimana the JWP will convene to consider the preparation, review, change or variation of an RMA Planning document, the Parties will:
- (a) Convene at an appropriate time;
 - (b) Discuss whether to include other Parties in the JWP;
 - (c) If further Parties are invited into the JWP, confirm how all Parties will work together and how they will resolve disputes;
 - (d) Recommend to the Governance Committee considering the preparation, review, change or variation of an RMA Planning document:
 - (i) The process to be adopted; and
 - (ii) The general form and content of any document to be drafted for the purposes of consultation or notification under Clause 5 of Schedule 1 of the RMA; and
 - (e) Agree to JWP process timeframes.
- 7.4 Confirmation of the members of the JWP and the process to be followed is to be relayed by Council, either by letter or email, to all Parties to confirm members and commitment to the process.

Joint Recommendations

- 7.5 A report and joint recommendation will be prepared by the JWP to the Governance Committee prior to the Council initiating a formal process to prepare, review, change or vary an RMA Planning Document. The recommendation will be written and signed by all JWP members, or provided by email and copied to all JWP members.
- 7.6 Following consideration of the JWP recommendation, the Governance Committee will make two joint final recommendations to Council:
- (a) Whether to commence a review of, and whether to make an amendment to, an RMA Planning Document; and
 - (b) The content of any RMA Planning Document to be notified.

- 7.7 The recommendations in Clause 7.6 may occur at separate times within the plan development process.
- 7.8 A Governance Committee recommendation is considered a formal recommendation to Council when preparing to initiate a formal process to prepare, review, change or vary an RMA Planning Document.

Decision-Making Opportunities

- 7.9 At an appropriate stage of the plan development the JWP will meet to discuss the participation of the Trust in making decisions on preparing, reviewing, changing or varying an RMA Planning Document under Clause 10 of Schedule 1 of the RMA. The JWP will submit a report and recommendation to the Governance Committee.
- 7.10 The Governance Committee will make a final joint recommendation to Council on:
 - (a) Composition of hearings panel, including number of decision makers and use of commissioners or councillors; and
 - (b) Criteria for the chairperson and process for panel members to be appointed.

Changing or varying an RMA Planning Document (Requests for Private Plan Changes)

- 7.11 The Council will actively encourage applicants to engage early with the Trust prior to the lodgement of a private plan change application and, subject to applicant agreement, will facilitate the Trust's participation in formal pre-lodgement meetings.
- 7.12 If a request is made under Clause 21 of Schedule 1 of the RMA, key personnel from the Council will contact key personnel from the Trust as soon as practicable to determine the extent to which the proposal may impact on Te Ture Whaimana.
- 7.13 As soon as practicable, the Trust will advise the Council whether it wishes to participate in considering the request, and should the Trust wish to participate, the JWP will convene to develop and agree upon a process for the Trust to be involved.
- 7.14 Where the JWP determines that the request impacts on Te Ture Whaimana, the Trust will provide support to the Council in determining potential effects of the proposed plan change.

Raukawa Environmental Management Plan

- 7.15 The Council acknowledges that the Trust may require assistance in both the development and the implementation of the Raukawa Environmental Management Plan (REMP) and as such, services may be provided to the Trust by agreement.
- 7.16 Upon completion of the REMP, the Trust must serve the Council with a copy before Clauses 7.17 and 7.18 of this JMA have any effect.
- 7.17 Where the Council has been served the REMP by the Trust, it must recognise it as required under the RMA as a planning document recognised by an iwi authority (pursuant to section 74 of the RMA).
- 7.18 When the Council is considering an application for a resource consent under section 104 of the RMA (consideration of applications) and it has considered that section 104(1)(c) applies to the REMP, then the Council must have regard to the REMP.

8. CUSTOMARY ACTIVITIES

- 8.1** Section 45(2) of the Upper Waikato River Act provides for the Council and the Trust to explore whether customary activities can be carried out without the need for authorisation and whether these activities could be allowed as permitted activities.
- 8.2** Customary activities will be discussed at a meeting of the JWP. Representatives of the Trust will provide information on the types of customary activities that need to be considered. These activities will be discussed in terms of whether they are provided for in RMA Planning Documents, and whether activities could be provided for as permitted activities or whether a statutory authorisation from the Council is required. Where it is determined a plan change or variation is required to address or permit these activities, the process will then be the same as for any other plan preparation, change, variation or review (as set out at Section 7 of this JMA).

9. MONITORING AND ENFORCEMENT

- 9.1** Section 9 applies to monitoring and enforcement relating to the Waikato River and activities within its catchment affecting the Waikato River, to the extent that they relate to Te Ture Whaimana.
- 9.2** The Parties note that the Waikato Regional Council is required to undertake a range of environmental monitoring activities in its role as a regional authority. The Parties agree that any monitoring and enforcement processes or protocols arising from this JMA must augment and complement the existing regional monitoring and enforcement regime, within the Council's statutory and stated obligations.
- 9.3** Pursuant to section 47(2) of the Upper Waikato River Act, the JWP will meet no less than twice a year to:
- (a) Discuss and agree the priorities, the methods and the extent of monitoring and any monitoring guidelines or frameworks required, and to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a) to (d) of the RMA. Those matters being:
 - (i) The state of the environment of its district to the extent that is appropriate to enable the Council to effectively carry out its functions under the RMA;
 - (ii) Efficiency and effectiveness of policies, rules or other methods in RMA Planning Documents;
 - (iii) Exercise of any functions, powers or duties delegated or transferred by the Council; and
 - (iv) Exercise of resource consents that have effect in the Council's district.
 - (b) Discuss reciprocal educational and training needs;
 - (c) Discuss the potential for the Trust to participate in the monitoring of those matters set out in Clause 9.3(a) of this JMA;

- (d) Discuss the role of the Trust with the Council in compiling and making available to the public a review of the results of Council monitoring of the efficiency and effectiveness of policies, rules, or other methods in its RMA Planning Documents;
 - (e) Discuss appropriate responses to address the outcomes of the monitoring of those matters set out in Clause 9.3(a) of this JMA, including:
 - (i) The potential for review of RMA Planning Documents; and
 - (ii) Enforcement under the RMA, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices, and the service of infringement notices.
 - (f) Discuss the potential for person(s) nominated by the Trust to participate, at the direction of Council, in enforcement action under the RMA; and
 - (g) Discuss and agree the role of the Trust in the five yearly review pursuant to section 35(2)(a) of the RMA.
- 9.4 Subject to any obligations of privacy or confidentiality, the Council will report to the Trust on enforcement action they have undertaken that is directly relevant to Te Ture Whaimana.

10. RESOURCE CONSENTS

- 10.1 Section 10 applies to resource consent applications to the Council (including applications under section 127 of the Resource Management Act 1991) for the use of, or activities on the surface of, the water in the Waikato River pursuant to section 49(1)(b) of the Upper Waikato River Act.

Resource Consents Engagement

- 10.2 The Parties acknowledge that each may decide to develop specific processes (in the form of schedules) to expand on the general matters outlined in Clauses 10.3 to 10.8 in this JMA.
- 10.3 The Council will provide the Trust with information on applications for resource consents that the Council receives. The information must be:
- (a) The same as would be given to affected persons through limited notification under section 95(b) of the RMA; or
 - (b) The information that the Council and the Trust agree upon; and
 - (c) Provided as soon as reasonably practicable after the application is received and before a determination is made under sections 95(a)-(c) of the RMA.
- 10.4 The Council acknowledges that in exercising its rangatiratanga in relation to Te Ture Whaimana, the Trust may consider itself to be an affected party in terms of section 95(e) of the RMA, irrespective of the contents of this JMA.
- 10.5 The Council will actively encourage applicants to engage early with the Trust prior to the lodgement of an application and, subject to applicant agreement, will facilitate the Trust's participation in formal pre-lodgement meetings.

- 10.6 The Council will take into account, and give appropriate weight to, any comments and/or reports received from the Trust within agreed timeframes to enable the Council to meet statutory timeframes when reporting and making decisions on applications.
- 10.7 For any applications specified under Clause 10.1 of this JMA, the Trust:
- (a) Acknowledges that the Council must operate within the timeframes as set out in the RMA;
 - (b) Will engage with applicants and the Council in an open and transparent manner, including holding meetings and providing comments in writing;
 - (c) Will provide comments to Council as soon as practicable; and
 - (d) Will direct applicants to the appropriate representatives of the Trust, or mana whenua group in the area, where applicable.
- 10.8 The JWP will develop and agree criteria to assist Council decision making under the following processes or sections of the RMA:
- (a) Best practice for pre-application processes;
 - (b) Section 87(d) (request that an application be determined by the Environment Court rather than the consent authority);
 - (c) Section 88(3) (incomplete application for resource consent);
 - (d) Section 91 (deferral pending additional consents);
 - (e) Section 92 (requests for further information);
 - (f) Sections 95 to 95F (notification of applications for resource consent); and
 - (g) Sections 127 and 128 (change, cancellation, or review of consent conditions).
- 10.9 Any criteria developed and agreed under Clause 10.8 of this JMA:
- (a) Are additional to, and do not derogate from, the criteria that the Council must apply under the RMA; and
 - (b) Do not impose a requirement on Council to change, cancel, or review consent conditions.

11. EXTENSION TO JMA

- 11.1 The Parties acknowledge that section 54 of the Upper Waikato River Act provides for the Parties to extend the JMA to cover duties, functions or powers that are additional to those specified in section 45 of the Upper Waikato River Act.
- 11.2 The Parties agree that they will enter into discussions to consider extending this JMA to cover the following matters (but not be limited to):
- (a) Project collaborations between the Parties;
 - (b) Data access/sharing;

- (c) General information flows between the Parties;
- (d) Wider resource consent information flow;
- (e) Cultural training for elected officials/officers;
- (f) Cultural services and expertise;
- (g) Secondments – two-way opportunity;
- (h) Internships;
- (i) Transfer of Powers – section 33 of the RMA;
- (j) Joint decision making; and
- (k) Nominated Raukawa RMA Commissioners.

11.3 Any extensions to this JMA pursuant to section 54(1) of the Upper Waikato River Act are subject to section 54(3)-(6) of the Upper Waikato River Act.

12. DISPUTE RESOLUTION (ESCALATION OF MATTERS)

12.1 The Parties agree and acknowledge that for co-management to be effective the Parties must address the resolution of issues between them in a constructive, co-operative and timely manner consistent with the principles underlying this JMA.

12.2 The dispute resolution process is as follows:

- (a) If one party considers that there has been a breach of the JMA then that party may give notice to the other party that they are in dispute;
- (b) As soon as practicable upon receipt of the notice, the Council and the Trusts' officer representatives will meet to work in good faith to resolve the issue;
- (c) If the dispute has not been resolved within twenty (20) Business Days of receipt of the notice, the Chief Executive of the Council and the General Manager/Chief Executive Officer of the Trust will meet to work in good faith to resolve the issue;
- (d) If the dispute has still not been resolved within thirty (30) Business Days of a meeting between the Chief Executive of the Council and the General Manager/Chief Executive Officer of the Trust, and as a matter of last resort, the respective Governance Committee Co-Chairs (or nominee) will meet to work in good faith to resolve the issue; and
- (e) If the dispute is still unresolved the Parties will appoint an independent facilitator to make a recommendation on the issue and provide that recommendation to the Parties. If within ten (10) Business Days of receiving a recommendation the parties have not resolved the issue, the recommendation becomes binding and the Parties must give effect to it.

13. SUSPENSION

- 13.1 The Council and the Trust may agree in writing to suspend, in whole or part, the operations of this JMA. In reaching this decision, the Parties must specify the scope and duration of the suspension in writing.

14. WAIVER OF RIGHTS

- 14.1 The Trust may give written or electronic notice to the Council that it waives a right provided for in this JMA.
- 14.2 The Trust must specify the extent and duration of the waiver in the notice.
- 14.3 The Trust may at any time revoke a notice of waiver by written or electronic notice to the Council.

15. REVIEW AND AMENDMENT

- 15.1 The Parties agree that this JMA is a living document which will be updated and adapted to take account of future developments.
- 15.2 Any part of this JMA can be reviewed by agreement of both Parties in addition to the scheduled reviews described below.
- 15.3 The first full review ("Initial Review") of this JMA will commence no later than three (3) years from the Commencement Date.
- 15.4 Following the Initial Review, this JMA will be reviewed on dates as may be agreed between the Parties, but at intervals of no less than two (2) years and no more than five (5) years.
- 15.5 The Parties may amend this JMA by agreement in writing.
- 15.6 The Parties will provide written notice of the changes and a copy of the amended JMA to the Minister for the Environment.

16. INFORMATION SHARING

- 16.1 The Council will make available to the Trust all information held by the Council (subject to the Local Government and Official Information and Meetings Act 1987) where that information is requested by the Trust for the purposes of assisting them to exercise their mana whakahaere, in respect of the Waikato River and enabling the Trust to exercise their rights fully under this JMA.
- 16.2 The Trust will make available to the Council information when requested by the Council (subject to consideration under Raukawa tikanga) to enable it to fulfil its statutory obligations and the obligations of this JMA.

17. COMMUNICATION

17.1 The Council and the Trust will establish and maintain effective and efficient communication with each other on a continuing basis by:

- (a) The Trust providing, and the Council maintaining, contact details for the Trust personnel responsible for engagement under this JMA;
- (b) The Council providing, and the Trust maintaining, contact details for the Council personnel responsible for engagement under this JMA;
- (c) Identifying and educating staff who will be working closely with each other from each respective Party, and informing them of the obligations under this JMA; and
- (d) The contact details for those nominated persons from both Parties will be updated as part of the annual Governance Committee meeting.

18. COSTS

18.1 Each of the Parties will bear their own costs in relation to their separate activities and contributions to this JMA, as set out for in the Upper Waikato River Act unless otherwise agreed by the Parties. Separate activities relate to:

- (a) RMA Planning Documents (Section 7 of this JMA);
- (b) Customary Activities (Section 8 of this JMA);
- (c) Monitoring and Enforcement (Section 9 of this JMA); and
- (d) Resource Consents (Section 10 of this JMA).

19. EXERCISE OF POWERS

19.1 The Council may carry out functions or exercise its power on its own account and not in accordance with this JMA if:

- (a) An emergency situation arises; or
- (b) A statutory timeframe for the carrying out of the function or the exercise of the power is not able to be complied with under this JMA.

19.2 Council will endeavour to contact the nominated Trust contacts as soon as possible in an emergency situation, preferably ahead of undertaking any emergency actions.

19.3 As soon as practicable the Council will provide the Trust with written notice of carrying out this function or exercise of power.

20. DEFINITIONS

20.1 The definitions set out in 20.2 below have been included to provide guidance and to assist with interpretation of this JMA. Definitions marked with an asterisk (*) do not necessarily reflect a definitive Raukawa understanding of these terms. In the event of discordance between the Parties to this JMA, the statutory definition shall prevail.

20.2 In this Agreement, unless the context requires otherwise:

"Business Day" means the period of 9am to 5pm on any day of the week other than:

- (a) Saturday and Sunday;
- (b) The days observed as the anniversaries of the provinces of Auckland and Wellington;
- (c) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day; and
- (d) A day in the period starting on 20 December and ending with the close of 10 January in the following year.

"Commencement Date" means the date this JMA is signed by both Parties.

"Kaitiaki"* denotes a person/s undertaking the act of *kaitiakitanga*, which has the same meaning as in the RMA.

"Joint Management Agreement or JMA" means this Joint Management Agreement between the Parties.

"LGA 2002" means the Local Government Act 2002 and its associated amendments.

"Mana whenua"* has the same meaning as in the RMA.

"Mātauranga Māori"* refers to distinctive knowledge created by Māori and arising from their living circumstances, their worldview and their experiences.

"Ngā Tāonga Tuku Iho"* translates literally as treasures handed down from the ancestors, and may include (but is not limited to) traditional knowledge, te reo Māori, cultural practices and traditions.

"Rangatiratanga"* means the principle of self-determination or self-management as provided for in Article 2 of the Treaty of Waitangi.

"Raukawa" means:

- (a) The collective group of individuals who descend from Raukawa and affiliate to a Raukawa marae in the Waikato area;
- (b) Each individual referred to in paragraph (a); and
- (c) The part of an iwi, hapū, whānau, or group of individuals made up of individuals referred to in paragraph (a).

"Raukawa Environmental Management Plan" means the environmental management plan that the Trust prepares and serves on the Council and other agencies.

"RMA Planning Document" has the same meaning as a Resource Management Act 1991 Planning Document. For the Council this means a District Plan, or a proposed District Plan.

"RMA" means the Resource Management Act 1991.

"Te Ture Whaimana" means Te Ture Whaimana o te Awa o Waikato or the Vision and Strategy for the Waikato River and has the same meaning given to it under the Upper Waikato River Act.

"Tikanga Māori"* has the same meaning as in the RMA.

"Upper Waikato River Integrated Management Plan" has the same meaning as set out in the Upper Waikato River Act, namely it is a plan that achieves an integrated approach between the Waikato Regional Council, the Trust and all other concerned iwi and agencies as to the management of aquatic life, habitats and natural resources within the Waikato River.

"Upper Waikato River Act" means the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.

"Waikato River" has the same meaning as that in the Upper Waikato River Act.

"Working Days" has the same meaning as working day under the RMA and also has the same meaning as Business Day.

20.3 Interpretation: In the construction and interpretation of this JMA, unless the context otherwise requires:

- (a) The introduction, headings and marginal notes do not affect interpretation of the JMA;
- (b) Where possible the same definitions under the Upper Waikato River Act have been utilised;
- (c) Words importing one gender include other genders and a singular includes the plural and vice versa;
- (d) A reference to a clause is a reference to a clause or schedule of this JMA;
- (e) At times the Upper Waikato River Act may need to be read in conjunction with this JMA;
- (f) A statute includes that statute as amended from time-to-time and any regulations, other Orders in Council, and other instruments issued or made under that statute from time-to-time, as well as legislation passed in substitution for that statute; and
- (g) A reference to one Party giving written notice to the other means that Party doing so in writing or in electronic form.

EXECUTED BY:

Signed for and on behalf of the **Raukawa Settlement Trust** by the **Raukawa Charitable Trust** by its trustees:



Vanessa Eparaima
Chairperson



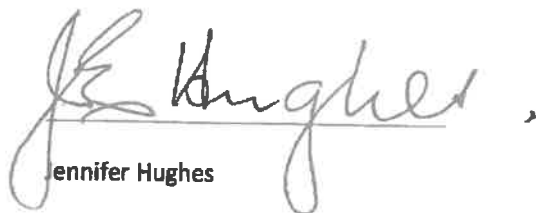
Kataraina Hodge
Deputy Chairperson



Gaylene Roberts



Debbie Davies



Jennifer Hughes

Signed for and on behalf of the **Rotorua District Council** by:



Kevin Winters JP
Mayor



Karen Hunt



Merepeka Raukawa-Tait

