

**Te Arawa River Iwi Trust**

**and**

**Taupō District Council**

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**Joint Management Agreement**

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# JOINT MANAGEMENT AGREEMENT

**DATED:** 2016

## PARTIES

**Te Arawa River Iwi Trust** (“**TARIT**”), a trust established by deed on 20 May 2009.

**Taupō District Council** (“**Council**”), a District Council duly constituted by the Local Government Act 2002.

Each one is a Party to this Agreement and together are referred to as the Parties.

## BACKGROUND

On 22 August 2008 Waikato-Tainui and the Crown signed the Deed of Settlement in relation to the Waikato River that initiated a new era of co-management over the Waikato River, with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.

On 4 September 2008, the trustees of TARIT, Raukawa Settlement Trust and Ngāti Tūwharetoa Maori Trust Board entered into an Agreement in relation to a co-management framework for the Waikato River with the Crown.

Subsequently, on 17 December 2009, the Crown and TARIT signed a deed in relation to a co-management framework for the Waikato River, which included provisions for joint management agreements (“the **Co-Management Deed**”).

The Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (“the **Act**”) was enacted to give effect to the Co-Management Deed and as such this joint management agreement (“the **Agreement**”) is established pursuant to the Act.

The 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".*

## INTRODUCTION

The Waikato River flows from its source on the south side of Ruapehu to te Pūaha o Waikato (the mouth) and includes its waters, banks and beds and all minerals (under them) and its streams, waterways, tributaries, lakes, fisheries, vegetation, floodplains, wetlands, islands, springs, geothermal springs, water column, airspace, substratum and mauri.

## **Te Arawa River Iwi**

The Waikato River and its catchment is a taonga of great cultural, historical, traditional and spiritual significance to the people of the Te Arawa River Iwi: Ngāti Tahu-Ngāti Whaoa, Ngāti Kearoa Ngāti Tuara and Tūhourangi Ngāti Wāhiao. The Te Arawa River Iwi rohe encompasses the Waikato River and its tributaries, from Te Waiheke o Huka to Pohaturoa.

The relationship between the iwi and the Waikato River and its tributaries gives rise to their responsibilities to protect the river and all it encompasses. It is also the base of the exercise by iwi of mana whakahaere in accordance with long established tikanga to ensure the wellbeing of the River. The Te Arawa River Iwi continue to exercise their mana along with customary rights and exert the rights and responsibilities of kaitiakitanga in relation to the Waikato River within their rohe. Te Arawa River Iwi and other iwi associated with the Waikato River have moved to protect the river through the co-management framework.

## **Taupo District Council**

The Council is a District Council under the Local Government Act 2002 (**LGA**), 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.

The Waikato River is of significant national and strategic importance to New Zealand, and is the restoration and protection of the Waikato River is therefore of paramount importance to Council, on behalf of the people of the District and of New Zealand. Council has been actively involved in efforts to restore and protect the Waikato River over a number of years. In particular, Council helps fund and support the Lake Taupō Protection Trust that aims to improve the water quality by reducing the level of nitrogen and other harmful substances in Lake Taupō, which flows into the Waikato River.

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**

1. 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.
2. Both Parties acknowledge other Waikato River Iwi, their tikanga, and respective relationships with the Waikato River.
3. 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 wellbeing of the Waikato River and its catchment for present and future generations.
  - b) Te Ture Whaimana is the primary direction setting document for the Waikato River and for activities within its catchment affecting the Waikato River.

- c) Te Arawa River Iwi 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, matauranga and lives of Te Arawa River Iwi.
  - 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 TARIT involvement in decision-making.
4. The Parties now wish to formally record their working relationship under the Act in this Joint Management Agreement (**JMA**).
5. 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 Joint Management Agreement (**JMA**) is to:
- a) Set out how the Parties will work together to give effect to the Act.
  - b) Provide for an enduring relationship between the parties through the shared exercise of functions, duties and powers under the Act and the Resource Management Act (**RMA**), and based on recognition of individual mana, respect and understanding, and
  - c) Strengthen the commitment between Council and the Trust to enter into a new era of co-management and governance over the Waikato River with the overarching purposes of restoring and protecting the health and wellbeing of the Waikato River for present and future generations

### **2. Scope**

- 2.1 This Joint Management Agreement (**JMA**) covers the following:
- a) Matter relating to the Waikato River and activities within its catchment affecting the Waikato River, within the TARIT rohe, Taupō District and Area B on SO Plan 409144, being the area shaded purple on the map in Appendix One.
  - b) Matters relating to the exercise of shared functions, powers and duties:
    - i) Monitoring and enforcement activities under Section 47 of the Act
    - ii) Preparing, reviewing changing or varying an Resource Management Act (**RMA** Planning Document, under Section 48 of the Act, and

- iii) Considering applications under Part 6 of the RMA in relation to resource consents under Section 49(b) of the Act,
- c) 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 under Section 45(2) of the Act.
- d) Processes to explore additional duties, functions or powers under Section 54 of the Act
- e) Establishment of a Governance Committee under Section 54 of the Act.

### **3. Term**

- 3.1 The Parties agree and acknowledge that under the Act the Joint Management Agreement (**JMA**) will commence on the commencement date and will remain in force in perpetuity.
- 3.2 This agreement is subject to review and amendment under Section 55 of the Act and Part 15 of this JMA.

### **4. Principles**

- 4.1 TARIT and Council, in working together under the Agreement, will:
  - a) Given appropriate weight to the relevant matters and documents provided for under the Act, including:
    - i) The overarching purpose of the Act, being to restore and protect the health and wellbeing of the Waikato River for present and future generations
    - ii) Te Ture Whaimana
    - iii) The Upper Waikato River Integrated Management Plan, and
    - iv) The TARIT Environmental Plan 2015-2025
  - b) Respect the mana whakahaere rights of Te Arawa River Iwi
  - 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

### **5. Relationship Principles**

- 5.1 The Parties agree and acknowledge that to achieve the Joint Management Agreement (**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 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 different 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

## **6. Guardianship**

- 6.1 A Governance Committee will be established to be the kaitiaki of this Joint Management Agreement (**JMA**).
- 6.2 The Governance Committee will be made up of equal numbers of representatives from Council and TARIT, and it 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 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 TARIT, and
  - f) Undertake any other tasks as agreed between the Parties
- 6.3 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
- 6.4 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
- 6.5 Any decision made at a meeting will be made in good faith and by way of a consensus process by the Parties.
- 6.6 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

- 6.7 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 JWP meeting;
- 6.8 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
- 6.9 Staff members may be invited to attend Committee meetings for technical support
- 6.10 Each Party is to bear its own costs in relation to Clauses 6.6 to 6.8 of this JMA
- 6.11 For the avoidance of doubt, the Governance Committee is not a subcommittee of Council under the Local Government Act 2002 (**LGA**)

## **7. Joint Working Party**

- 7.1 A Joint Working Party (**JWP**) will be established upon commencement of this Joint Management Agreement (**JMA**) with the first meeting of the JWP to occur within 12 months of the signing of this JMA.
- 7.2 The JWP will meet a minimum of twice per annum and more regularly as required.
- 7.3 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.
- 7.4 The role and function of the JWP will include:
  - a) Determining the processes and procedures in regard to the following Resource Management Act (**RMA**) functions, powers and duties:
    - i) Monitoring and enforcement activities under section 47 of the Act
    - ii) Preparing, reviewing, changing or varying an RMA Planning Document, under section 48 of the Act, and
    - iii) Functions, powers and duties for resource consents under section 49(b) of the 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 in the District Plan, under section 45 of the 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 Act.
- 7.5 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 the 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 recommendation to the Governance Committee
  - g) Convene additional meeting(s) of the Governance Committee as required

- 7.6 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 co-operation; 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.
- 7.7 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.
- 7.8 Each Party is to bear its own costs in relation to Clause 7 of this JMA.
- 7.9 Figure One illustrates the relationship of the JWP and the Governance Committee in relation to this JMA.

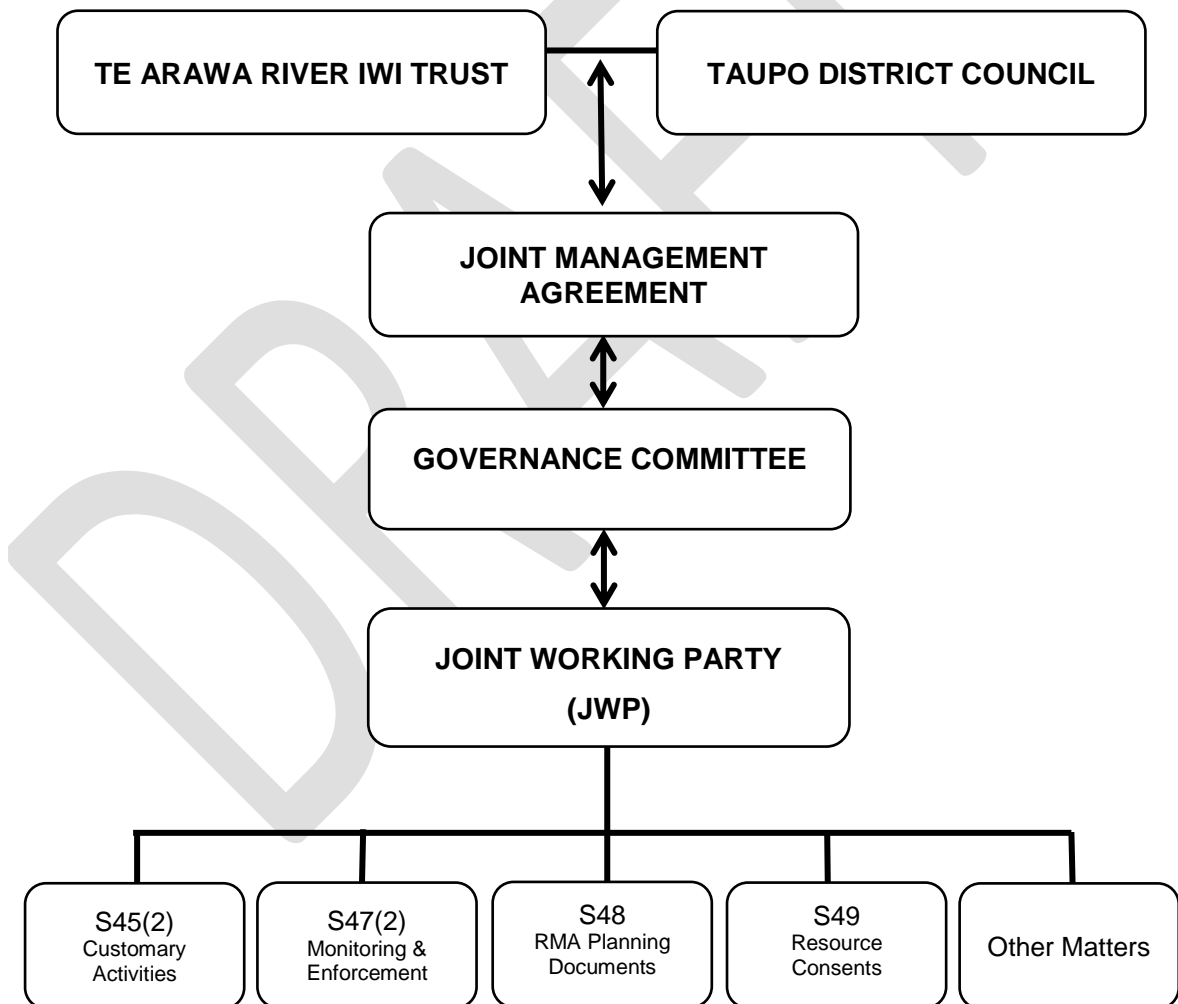


Figure One



## **8. Resource Management Act (RMA) Planning Documents**

- 8.1 Clause 8 applies to preparing, reviewing, changing or varying a RMA planning document to the extent to which those processes are related to Te Ture Whaimana, under Section 48 of the Act.

### **Preparing, Reviewing, Changing or Varying a Resource Management Act Planning Document (Council Initiated)**

- 8.2 When considering the preparation, review, change or variation of a 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 Joint Working Party (**JWP**) in accordance with Clause 8.3.
- 8.3 Where a proposal impacts on Te Ture Whaimana the JWP will convene to consider the preparation, review, change or variation of a 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 a 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.
- 8.4 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 Recommendation**

- 8.5 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 a RMA planning document. The recommendation will be written and signed by all JWP members, or provided by email and copied to all JWP members.
- 8.6 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, a RMA planning document; and
  - b) The content of any RMA planning document to be notified.

8.7 The recommendations in Clause 8.6 may occur at separate times within the plan preparation process.

8.8 A Governance Committee recommendation is considered a formal recommendation to Council when preparing to initiate a formal process to prepare, review, change or vary a RMA planning document.

### **Decision-Making Opportunities**

8.9 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 a RMA planning document under Clause 10 of Schedule 1 of the RMA. The JWP will submit a report and recommendation to the Governance Committee.

8.10 The Governance Committee will make a joint final 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 a Resource Management Act (RMA) planning document (Requests for Private Plan Change)**

8.11 The Council will actively encourage applicants to consult early with TARIT and its affiliates prior to the lodgement of a private plan change application and, subject to applicant agreement, will facilitate TARIT's participation in formal pre-lodgement meetings.

8.12 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.

8.13 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.

8.14 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.

### **TARIT Environmental Plan 2015-2025 (the TEP)**

8.15 The Council acknowledges that the Trust may require assistance in both the review and the implementation of the TARIT Environmental Plan 2015-2025, and as such, services may be provided to the Trust by agreement.

8.16 Council has been served the TEP by the Trust and Council recognises it, and any future review of the TEP that is served upon Council, as a relevant planning document recognised by an iwi authority under Sections 74 and 104 of the RMA. Council must therefore have regard to the TEP when preparing a planning document or considering a resource consent application. Council recognises the Environmental Plan of the Te

Arawa River Iwi Affiliate, Ngati Tahu-Ngati Whaoa. TARIT will provide any new or amended copies of the Ngati Tahu-Ngati Whaoa EMP to Taupo District Council.

## 9. Customary Activities

- 9.1 Section 45(2) of the Act provides for the Council and the Trust to explore whether customary activities can be carried out by Te Arawa River Iwi on the Waikato River without the need for a statutory authorisation from the Council, and whether these activities could be allowed as permitted activities in the District Plan.
- 9.2 Customary activities will be discussed at a meeting of the Joint Working Party (**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 Resource Management Act (**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 in Clause 8 of this Joint Management Act (**JMA**)).

## 10. Monitoring and Enforcement

- 10.1 Clause 10 of the Agreement 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.
- 10.2 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 Joint Management Act (**JMA**) must augment and complement the existing regional monitoring and enforcement regime, within the Council's statutory and stated obligations.
- 10.3 Under section 47(2) of the Act, the Joint Working Party (**JWP**) will meet no less than twice per 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)-(d) of the Resource Management Act (**RMA**). Those matters being:
    - i) the state of the whole or any part 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) the efficiency and effectiveness of policies, rules, or other methods in its RMA planning documents;
    - iii) the exercise of any functions, powers, or duties delegated or transferred by Council; and
    - iv) the exercise of the resource consents that have effect in the Council's district.
  - b) Discuss the potential for the Trust to participate in the monitoring of the matters set out in Clause 10.3a) above, including integration of the Te Arawa River Iwi

Cultural Health Indicators into the joint monitoring framework and reporting of the Waikato River and its catchment;

- c) Discuss the role of the Trust with 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
  - d) Discuss appropriate responses to address the outcomes of the monitoring of the matters set out in Clause 10.3a) above, including:
    - i) The potential for review of RMA planning documents
    - 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.
  - e) Discuss the potential for person(s) nominated by the Trust to participate, at the direction of the Council, in enforcement action under the RMA. Those people must receive appropriate training.
  - f) Council staff engaged in monitoring and enforcement action must have appropriate training to understand the monitoring framework, particularly the cultural health indicators, Te Arawa River Iwi state of the environment report and the TARIT Environmental Management Plan.
  - g) Discuss and agree the role of TARIT in the 5 yearly review provided for in section 35(2A) of the RMA.
- 10.4 Subject to any obligations of privacy or confidentiality, the Council will report to the Trust on enforcement action it has undertaken that is directly relevant to Te Ture Whaimana.

## **11. Resource Consents**

- 11.1 Clause 11 applies to resource consent applications to the Council (including applications under Section 127 of the RMA) for the use of, or activities on the surface of the water in the Waikato River under Section 49(1)(b) of the Act

### **Resource Consents Engagement**

- 11.2 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 11.3 to 11.8 of this Joint Management Act (**JMA**).
- 11.3 The Council will provide TARIT with information on applications for resource consent that the Council receives. The information must be:
- a) The same as would be given to affected persons through limited notification under Section 95B of the Resource Management Act (**RMA**).
  - b) The information that the Council and the Trust agree upon; and
  - c) Provided as soon as reasonably practicable after the application is accepted in accordance with Section 88 of the RMA and before a determination is made under Sections 95 to 95F of the RMA.

- 11.4 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 95E of the RMA, irrespective of the contents of this JMA.
- 11.5 The Council will actively encourage applicants to engage early with TARIT and its affiliates prior to the lodgement of an application and, subject to applicant agreement, will facilitate the Trust's participation in formal pre-lodgement meetings.
- 11.6 The Council will advise applicants of the need for their assessment of effects to address effects on tangata whenua and encourage applicants to complete Cultural Impact Assessments, where appropriate;
- 11.7 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.
- 11.8 For any applications specified under Clause 11.1, the Trust:
- a) Acknowledges that the Council must operate within the timeframes 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 representatives of Ngāti Tahu-Ngāti Whaoa, Ngāti Kearoa Ngāti Tuara and Tūhourangi-Ngāti Wāhiao, where applicable;

### **Joint Development of Criteria to Assist Council Decision Making**

- 11.9 The Joint Working Party (**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 87D (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);
  - g) Section 127 (change or cancellation of consent conditions);
  - h) Section 128 (review of resource consent conditions by consent authority)
- 11.10 The criteria developed and agreed under Clause 11.9:
- a) Are additional to, and must not derogate from, the criteria that the local authority must apply under the RMA; and
  - b) Do not impose a requirement on Council to change, cancel, or review consent

## **12. Extension to Joint Management Act (JMA)**

- 12.1 The Parties acknowledge that Section 54 of the Act provides for the Parties to extend the Joint Management Agreement (**JMA**) to cover duties, functions or powers that are additional to those specified in section 45 of the Act.

12.2 The Parties agree that they will enter into discussions to consider extending this JMA to cover matters including, but not 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 under section 33 Resource Management Act (**RMA**)
- j) Joint decision making; and
- k) Nominated TARIT RMA Commissioners.

12.3 Any extensions to the JMA under Section 54(1) of the Act are subject to sections 54(3) to 54(6) of the Act.

### **13. Dispute Resolution**

13.1 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 Joint Management Act (**JMA**).

13.2 The dispute resolution process is as follows:

- a) If one Party considers 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 Trust's officer representatives will meet to work in good faith to resolve the issue.
- c) If the dispute has not been resolved within 20 Business Days of receipt of the notice, the Chief Executives of the Council and the Trust will meet to work in good faith to resolve the issue.
- d) If the dispute has still not been resolved within 30 Business Days of a meeting of the Chief Executives of the Council and 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 and provide that recommendation to the Parties. If within 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.

### **14. Suspension**

14.1 Council and TARIT 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.

### **15. Waiver of Rights**

15.1 TARIT may give written or electronic notice to the Council that it waives a right provided for in this Joint Management Act (**JMA**).

15.2 TARIT must specify the extent and duration of the waiver in the notice.

15.3 TARIT may at any time revoke a notice of waiver by written or electronic notice to the Council.

## **16. Review and Amendment**

16.1 The Parties agree that this Joint Management Act (**JMA**) is a living document which will be updated and adapted to take account of future developments.

16.2 Any part of this JMA can be reviewed by agreement of both Parties in addition to the scheduled reviews described below.

16.3 The first full review (Initial Review) of this JMA will commence no later than three years from the Commencement Date unless both Parties agree that a review is not necessary.

16.4 Following the Initial Review, the JMA will be reviewed on dates as may be agreed between the Parties,

16.5 The Parties may amend the JMA by agreement in writing.

16.6 The Parties will provide written notice of the changes and a copy of the amended JMA to the Minister for the Environment.

## **17. Information Sharing**

17.1 The Council will make available to the Trust all information held by the Council (subject to the Local Government 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 Joint Management Act (**JMA**).

17.2 The Trust will make available to the Council information when requested by the Council (subject to consideration under TARIT tikanga) to enable it to fulfil its statutory obligations and the obligations of this JMA.

## **18. Communication**

18.1 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 Joint Management Act (**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.

## 19. Costs

- 19.1 Each of the Parties will bear their own costs in relation to their separate activities and contributions to this Joint Management Act (**JMA**) as set out in the Act unless otherwise agreed by the Parties. Separate activities relate to:
- a) Resource Management Act (**RMA**) Planning Documents (Clause 8 of this JMA)
  - b) Customary Activities (Clause 9 of this JMA)
  - c) Monitoring and Enforcement (Clause 10 of this JMA); and
  - d) Resource Consents (Clause 11 of this JMA)

## 20. Exercise of Powers

- 20.1 Council may carry out functions or exercise powers on its own account and not in accordance with this Joint Management Act (**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.
- 20.2 Council will endeavour to contact the nominated Trust contacts as soon as possible in an emergency situation, preferably ahead of undertaking any emergency actions.
- 20.3 As soon as practicable the Council will provide the Trust with written notice of carrying out this function or exercise of power.

## 21. Definitions and Interpretation

- 21.1 The definitions set out in 20.2 below have been included to provide guidance and to assist with interpretation of this Joint Management Agreement (**JMA**). Definitions marked with an asterisk (\*) do not necessarily reflect a definitive TARIT understanding of these terms. In the event of discordance between the Parties, the statutory definition shall prevail.
- 21.2 In this Agreement, unless the context requires otherwise:

“**Act**” means the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.

“**Affiliates**” means the Ngāti Tahu-Ngāti Whaoa Rūnanga Trust, Te Rūnanga o Ngāti Kearoa Ngāti Tuara and the Tūhourangi Tribal Authority.

“**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 Agreement is signed.

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

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

**"LGA"** means the Local Government Act 2002.

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

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

**"Nga Taonga 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-determination as provided for in Article 2 of the Treaty of Waitangi.

**"Rohe"** means the tribal area and is shown on the attached map.

**"RMA"** means the Resource Management Act 1991.

**"RMA Planning Document"** has the same meaning as Resource Management Act 1991 Planning Document as set out in the Act.

**"TARIT Environmental Plan"** or **"TEP"** means the environmental plan that TARIT prepares and serves on the Council and other agencies.

**"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 Act.

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

**"Waikato River"** has the same meaning as set out in the 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 Agreement, 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 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 or schedule is a reference to a clause or schedule of this JMA;
- e) At times the Act may need to be read in conjunction with this Agreement;
- 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.

DRAFT

**EXECUTED BY:**

Signed for and on behalf of the **Te Arawa River Iwi Trust**

\_\_\_\_\_  
Chairman / Deputy -Chairman

\_\_\_\_\_  
Chief Executive

Signed for and on behalf of the **Taupo District Council**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Executive

Appendix One

