



MINUTES

Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee Meeting

Tuesday, 3 June 2025

Order Of Business

1	Karakia Timatanga.....	4
2	Apologies	4
3	Confirmation of Agenda	4
4	Disclosures of Interest	4
5.1	Health and Safety Statement	4
6	Minutes for Confirmation or Receipt.....	5
	Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee Meeting – 9 April 2025	5
7	General Items.....	5
7.1	Joint Actions Update	5
7.2	Update on Freshwater Policy Review.....	5
7.3	Update on Whangamarino Action Plan.....	6
7.4	Iwi Feedback Mechanisms	6
7.5	Pre-Meeting Discussion Summary	6
8	Public Excluded Items.....	7
1.1	JMA and CMLA Review	7
9	Karakia Whakamutunga	7
	APPENDIX ONE: PUBLIC EXCLUDED SESSION REPORTED INTO OPEN	9
	APPENDIX TWO: DRAFT JOINT MANAGEMENT AGREEMENT	10

Waikato Regional Council
Waikato Raupatu River Trust and Waikato Regional Council Co-
Governance Committee Meeting

OPEN MINUTES

Date: Tuesday 3 June 2025, 1.43pm
Location: Manu Koorero Boardroom, Hopuhopu,
451 Old Taupiri Road, Ngaruawahia

Members Present: Jackie Colliar – Committee Co-Chair – Waikato Raupatu River Trust
Cr Pamela Storey – Committee Co-Chair – Waikato Regional Council
Cr Bruce Clarkson – Deputy Chair – Waikato Regional Council
Trustee Jeff Green – Waikato Raupatu River Trust
Trustee Hinerangi Raumati-Tu'ua – Waikato Raupatu River Trust
Trustee Donald Turner – Waikato Raupatu River Trust
Cr Tipa Mahuta – Waikato Regional Council
Cr Jennifer Nickel – Waikato Regional Council

In Attendance: Cr Noel Smith – Waikato Regional Council
Cr Stuart Kneebone – Waikato Regional Council (virtually via Teams until 4.05pm)
Cr Angela Strange – Waikato Regional Council (virtually via Teams, from 1.14pm until 3.45pm)

Staff Present: Chris McLay – Chief Executive, Waikato Regional Council
Neville Williams – Director, Customer, Community and Services, Waikato Regional Council
Tracey May – Director, Science, Policy and Information, Waikato Regional Council
Brent Sinclair – Director, Resource Use
Mali Ahipene – Pou Tuhono, Waikato Regional Council
Jaedyn Falwasser – Pou Taiao, Waikato-Tainui
Marae Tukere – Pou Matua-Te Oranga, Waikato-Tainui
Brooke Roebeck – Democracy Advisor

The contents of these minutes meet all legal requirements and include a full set of decisions. An audio-visual recording of the open session of the meeting is available on Waikato Regional Council's public website.

Recording	Document ID #	YouTube Link
Open recording 1	#32281814	https://youtu.be/MGWw7tiPp9A
Public Excluded Recording 1	#32281941	–
Public Excluded Recording 2	#32282714	–
Open recording 2	#32282102	https://youtu.be/l3uvHO1NQHW

1 KARAKIA TIMATANGA

The meeting commenced with a mihi, followed by a karakia led by Trustee Donald Turner and members of Waikato-Tainui, ahead of official proceedings.

2 APOLOGIES

Item commenced in open recording 1 at 1 minute 3 seconds.

Nil

3 CONFIRMATION OF AGENDA

Item commenced in open recording 1, at 1 minute 28 seconds.

COMMITTEE RESOLUTION WTCG25/15

Moved: Cr Pamela Storey

Seconded: Trustee Donald Turner

- 1. That the agenda of the Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee Meeting of 3 June 2025, as circulated, be confirmed as the business of the meeting, with the following update:**
 - (a) That an additional item 7.5 Pre-Meeting Discussion Summary is included to summarise matters that were discussed informally before the meeting officially began.**
- 2. That the order of items follows the order set out in the minutes.**
- 3. That the meeting may sit longer than two hours continuously and continue longer than six hours including adjournments.**

CARRIED

4 DISCLOSURES OF INTEREST

Item commenced in open recording 1, at 2 minutes 8 seconds.

No interests were disclosed pertaining to items on the agenda or interests not already recorded on a relevant register.

5.1 HEALTH AND SAFETY STATEMENT

Item commenced in open recording 1, at 2 minutes 33 seconds.

Presented by the Pou Matua-Te Oranga (Marae Tukere).

6 MINUTES FOR CONFIRMATION OR RECEIPT

WAIKATO RAUPATU RIVER TRUST AND WAIKATO REGIONAL COUNCIL CO-GOVERNANCE COMMITTEE MEETING – 9 APRIL 2025

Item commenced in open recording 1, at 3 minutes 15 seconds.

COMMITTEE RESOLUTION WTCG25/16

Moved: Cr Tipa Mahuta

Seconded: Cr Pamela Storey

That the minutes of the Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee Meeting held on 9 April 2025 be confirmed as a correct record, noting the following amendment for clarity (page 23 of the agenda):

Appendix One: Public excluded session reported into open (paragraph two)

2) That the JMA Review Recommendations, CMLA Review Recommendations, and Implementation Recommendations, as outlined in the Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee Public Excluded Agenda (9 April 2025 at pages 12 to 24), be approved.

CARRIED

7 GENERAL ITEMS

7.1 JOINT ACTIONS UPDATE

Item commenced in open recording 1, at 3 minutes 45 seconds.

Presented by the Pou Tuhono, (Mali Ahipene). The report was taken as read.

COMMITTEE RESOLUTION WTCG25/17

Moved: Trustee Hinerangi Raumati-Tu'ua

Seconded: Trustee Donald Turner

That the report *Joint Actions Update* (Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee, 3 June 2025) be received.

CARRIED

7.2 UPDATE ON FRESHWATER POLICY REVIEW

Item commenced in open recording 1, at 4 minutes 30 seconds.

Presented by the Director, Science, Policy and Information (Tracey May). Refer Document #32284216 for the PowerPoint presentation or on the public website.

COMMITTEE RESOLUTION WTCG25/18

Moved: Cr Tipa Mahuta
Seconded: Trustee Jeff Green

That the report *Update on Freshwater Policy Review* (Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee, 3 June 2025) be received.

CARRIED

7.3 UPDATE ON WHANGAMARINO ACTION PLAN

Item commenced in open recording 1, at 27 minutes 54 seconds.

Presented by the Manager, Environmental Science (Mike Scarsbrook). Refer Document #32305483 for the PowerPoint presentation or on the public website.

COMMITTEE RESOLUTION WTCG25/19

Moved: Trustee Donald Turner
Seconded: Trustee Hinerangi Raumati-Tu'ua

That the report *Update on Whangamarino Action Plan* (Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee, 3 June 2025) be received.

CARRIED

7.4 IWI FEEDBACK MECHANISMS

Item commenced in open recording 1, at 57 minutes 15 seconds.

Presented by the Director, Customer, Community and Services (Neville Williams). Refer Document #32306835 for the PowerPoint presentation or on the public website.

COMMITTEE RESOLUTION WTCG25/20

Moved: Cr Tipa Mahuta
Seconded: Trustee Jackie Colliar

That the report *Iwi Feedback Mechanisms* (Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee, 3 June 2025) be received.

CARRIED

7.5 PRE-MEETING DISCUSSION SUMMARY

Item commenced in open recording 1, at 1 hour 7 minutes and 15 seconds.

Key points raised by Waikato-Tainui members:

- a. Concerns were raised regarding WRC's compliance monitoring approach, especially in the outer areas of the region, with emphasis on adequate resourcing and reducing environmental impacts through improved oversight.

- b. A review of current notification processes is requested to ensure that directly affected marae are meaningfully engaged.
- c. Waikato-Tainui seek earlier access to notifications so that affected marae receive information at the same time as Waikato-Tainui, allowing for more timely engagement.

8 PUBLIC EXCLUDED ITEMS

Item commenced in recording 1, at 1 hour 10 minutes and 20 seconds.

RESOLUTION TO EXCLUDE THE PUBLIC

COMMITTEE RESOLUTION WTCG25/21

Moved: Cr Bruce Clarkson

Seconded: Trustee Hinerangi Raumati-Tu'ua

That in accordance with section 48(1) of the *Local Government Official Information and Meetings Act 1987 (Act)* and the interests protected by section 6 or 7 of that Act, the public is excluded from the following parts of this meeting. The general subject of the matters to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds for excluding the public are set out below:

Meeting item no. and subject	Grounds for excluding the public	Reason for excluding the public
8.1 - JMA and CMLA Review	s7(2)(i) of the Act - To enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	section 48(1)(a)(i) of the Act - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

CARRIED

2.54pm – The meeting moved into public excluded session.

4.18pm – The meeting moved back to open session.

9 KARAKIA WHAKAMUTUNGA

Item commenced in open recording 2, at 1 minute 30 seconds.

The Director, Customer, Community and Services (Neville Williams) closed the meeting with a karakia.

4.26pm – The meeting closed.

APPENDIX ONE: PUBLIC EXCLUDED SESSION REPORTED INTO OPEN

8.1 JMA and CMLA Review

COMMITTEE RESOLUTION WTCG25/22

Moved: Trustee Hinerangi Raumati-Tu'ua

Seconded: Cr Jennifer Nickel

1. That the report JMA and CMLA Review (Waikato Raupatu River Trust and Waikato Regional Council Co-Governance Committee, 3 June 2025) be received.
2. That the Co-Governance Committee approves the revised *Joint Management Agreement for the existing geographical area* and *Co-Management Agreement for River Related Lands*, subject to any minor editorial amendments agreed between the Chief Executives.
3. That a high-level legal review be commissioned to confirm the revised Agreements alignment with the Settlement Act, and any resulting changes be incorporated as agreed by the Chief Executives of both parties.
4. That, following the legal review, each partner organisation proceeds with internal approval processes for the finalised Agreements.
5. That the Agreements be signed by nominated representatives at the next Co-Governance Committee (subject to approval from both organisations).
6. That the extension of geographical scope that the *Joint Management Agreement* pertains to will continue to be explored for future consideration and reported back to the Co-Governance Committee.
7. That the decision and attachments in relation to the updated *Joint Management Agreement for the existing geographical area* and *Co-Management Agreement for River Related Lands*, are reported into open session.

CARRIED

APPENDIX TWO: DRAFT JOINT MANAGEMENT AGREEMENT



JOINT MANAGEMENT AGREEMENT

THE WAIKATO RAUPATU RIVER TRUST
and
WAIKATO REGIONAL COUNCIL



Contents

Background:	4
Kiingitanga Accord Principles	5
MATTERS AGREED	7
Purpose	7
Scope of Agreement	7
Operational Principles	8
Joint Objectives	9
Meetings between the Parties.....	9
Information Sharing	9
Communication between the Parties	9
Consideration of Waikato-Tainui Representation	10
Resolution of Issues	10
Review and Amendment	10
Suspension of Agreement	10
Transfer and Delegation	11
Costs	11
Exercise of Power	11
Schedules to this Agreement.....	11
Strategic Work Programme	12
Definitions and Interpretations	12
SCHEDULE ONE: RMA PLANNING DOCUMENTS.....	17
SCHEDULE TWO: RESOURCE CONSENT PROCESSING AND MONITORING	24
SCHEDULE THREE: ENVIRONMENTAL MONITORING	26
SCHEDULE FOUR: NAVIGATION SAFETY AND CUSTOMARY ACTIVITIES	29
SCHEDULE FIVE: INFORMATION SHARING PROTOCOL	37
SCHEDULE SIX: MEDIA AND EXTERNAL COMMUNICATIONS PROTOCOL.....	40



DATED:

This JOINT MANAGEMENT AGREEMENT is made between:

- A. **Waikato-Tainui Te Kauhanganui Incorporated** in its capacity as trustee of the Waikato Raupatu River Trust (**Waikato-Tainui**).
- B. **Waikato Regional Council** a Regional Council duly constituted by the Local Government Act 2002 (the **Council**).

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

1. Background:

- 1.1. The Waikato Raupatu Claims Settlement Act 1995 (the 1995 Act) gave effect to certain provisions of the Deed of Settlement between Her Majesty the Queen in right of New Zealand (the Crown) and Waikato-Tainui dated 22 May 1995 (the 1995 Deed) and settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Māori Trust Board and Ngāa Mārae Toopu on behalf of Waikato-Tainui (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.
- 1.2. In the spirit of co-operation, compromise and good faith, and as foreshadowed in the 1995 Deed, Waikato-Tainui and the Crown entered into negotiations in respect of the claims of Waikato-Tainui concerning the Waikato River.
- 1.3. On 17 December 2009 Waikato-Tainui and the Crown signed a further Deed of Settlement, this time in relation to the Waikato River (2009 Deed). The parties agreed to enter a new age of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.
- 1.4. On 14 January 2011, the Waikato River Settlement Act came into effect. The spirit, intent and relevant provisions of the settlement apply to this Joint Management Agreement (Agreement).
- 1.5. This Agreement affirms the commitment between Waikato-Tainui and the Council to:
 - (a) enter into an new era of co-management over the Waikato River;
 - (b) achieve the overarching purpose of the Waikato River Settlement Act to restore and protect the health and well being of the Waikato River for future generations;
 - (c) provide an enhanced relationship between Waikato-Tainui and the Council on areas of common interest; and
 - (d) recognise the relationship underpinning this Agreement is an evolving one whereby Waikato-Tainui and the Council will continue to explore the potential for transfers, delegations and sharing of relevant powers and functions under the Resource Management Act 1991 (RMA) and Local Government Act 2002 (LGA 2002).
- 1.6. Pursuant to Clause 12 of the JMA, both Parties agreed to the Agreement by way of variation. This Agreement supersedes the original JMA dated 18 June 2013 and incorporates the agreed changes.



2. Kiingitanga Accord Principles

2.1. This Agreement is made pursuant to the Waikato River Settlement Act and is to be interpreted in a manner that furthers the principles set out in the Kiingitanga Accord.

2.2. The Accord serves as the guiding framework for governance, providing a foundation for the relationship between the Parties and their shared commitment to the health and well-being of the Waikato River.

2.3. The principles of the Kiingitanga Accord are set out below

(a) **Te mana o te awa (the spiritual authority, protective power and prestige of the river)**

- (i) To Waikato-Tainui, the Waikato River is a tuupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. The Waikato River has its own mauri, its own spiritual energy and its own powerful identity. It is a single indivisible being.
- (ii) Respect for te mana o te awa (the spiritual authority, protective power and prestige of the Waikato River) is at the heart of the relationship between the tribe and their ancestral river. Waikato-Tainui regard their river with reverence and love. It gave them their name and is the source of their tribal identity. Over generations, Waikato-Tainui have developed tikanga (values, ethics governing conduct) which embody their profound respect for the Waikato River and all life within it.
- (iii) The Waikato River sustains the people physically by providing kai (food) and enjoyment through traditional and contemporary activities. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring and perpetual.

(b) **Mana whakahaere (authority and rights of control)**

- (i) Mana whakahaere refers to the authority that Waikato-Tainui have established in respect of the Waikato River over many generations. Mana whakahaere entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of the Waikato River are maintained. It is based in recognition that if we care for the river, the river will continue to sustain the people.
- (ii) In customary terms mana whakahaere is the exercise of control, access to, and management of the Waikato River, including its resources in accordance with tikanga (values, ethics, and governing conduct).

(c) **Health and wellbeing**

- (i) The principle of health and wellbeing reflects the overarching purpose of the settlement, which is to restore and protect the health and wellbeing of the Waikato River.
- (ii) The health and wellbeing of Waikato-Tainui and its special relationship with the Waikato River is inherently connected with the health and wellbeing of the Waikato River.



(d) **Co-management**

- (i) The Crown and Waikato-Tainui have committed to enter into a new era of co-management in respect of the Waikato River. The principle of co-management includes:

- the highest level of good faith engagement; and
- consensus decision-making as a general rule

while having regard to statutory frameworks, statutory timeframes, and the mana whakahaere of Waikato-Tainui and the Waikato-Tainui Environmental Plan.

- (ii) To be effective, co-management must be implemented and achieved between the Parties at a number of levels and across a range of management tools and mechanisms, including (but not limited to) the following:

- the development, amendment and implementation of strategies, policy, legislation and regulations that may potentially impact on the health and wellbeing of the Waikato River;
- the processes for granting, transferring, varying and renewing consents, licenses, permits and other authorisations for all activities that potentially impact on the health and wellbeing of the Waikato River;
- the provisions for effective Waikato-Tainui input and participation by engagement at an early stage in statutory and management processes, and other actions, that may affect the health and wellbeing of the Waikato River, including the planning and development of new and amended policies or management initiatives or decisions affecting or relating to the Waikato River; and
- co-management will provide for early and effective input from Waikato-Tainui, rather than simply an obligation to consult.

(e) **Integration**

- (i) Arising from the principles of te mana o te awa and mana whakahaere, and inter-related to the principle of co-management, is the principle of integration. The health and wellbeing of the Waikato River and successful co-management requires effective integration of management between the relevant government agencies, Crown entities, local authorities and non-governmental agencies who have roles and responsibilities in respect of the Waikato River.



(f) **Honour and Integrity**

- (i) Underpinning the deed of settlements are the principles of honour and integrity. Waikato-Tainui and the Crown entered into the 1995 Deed and 2009 Deed in good faith, relying on the commitments of each other contained in the deeds and the Kiingitanga Accord with the intention of achieving a full, fair and durable settlement of the claims of Waikato-Tainui in relation to the Waikato River. The principle of honour and integrity is reflected in this Agreement.

Matters Agreed

3. Purpose

- 3.1. The purpose of this Agreement is to provide for an enduring relationship between the Parties through the shared exercise of functions, duties and powers and to give effect to the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (**Waikato River Settlement Act**).
- 3.2. This Agreement compliments, and should be read in conjunction with, the Co-Management Agreement for Waikato River Related Lands (**CMLA**) between the Parties. Together, the Agreements create an integrated framework for the Parties to uphold their commitments to co-governance.

4. Scope of Agreement

- 4.1. The scope of this Agreement is provided for under Section 42 of the Waikato River Settlement Act. The scope includes:
 - (a) Matters relating to the Waikato River and activities within its catchment affecting the Waikato River;
 - (b) Matters referred to in Section 43 of the Waikato River Settlement Act, being the exercise of the following functions, powers and duties under the RMA:
 - (i) Monitoring and enforcement under Section 45 of the Waikato River Settlement Act;
 - (ii) Preparation, review or change of a RMA Planning Document under Section 46 of the Waikato River Settlement Act; and
 - (iii) Functions, powers or duties under Part 6 of the RMA in relation to the applications for resource consents under Section 47 of the Waikato River Settlement Act.
 - (c) Processes relating to customary activities under Section 62 of the Waikato River Settlement Act; and
 - (d) Additional matters as agreed in accordance with Section 52 of the Waikato River Settlement Act.
- 4.2. Extending the scope of this Agreement recognises that:
 - (a) The mana whakahaere of Waikato-Tainui extends beyond those provisions provided for in the Waikato River Settlement Act, this includes social, economic, and cultural aspirations;
 - (b) The Parties are community partners and there are mutual benefits in exploring further agreements to enhance community relationships; and
 - (c) The Parties work with each other in various operational activities and securing a working relationship through schedules in this Agreement would outline responsibilities and provide an efficient and effective process of engagement.



5. Operational Principles

5.1. In working together under this Agreement, the Parties must act in a manner consistent with the following guiding principles:

- (a) promoting the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
- (b) recognising and giving effect to Te Ture Whaimana o te Awa o Waikato (the Vision and Strategy) as the primary policy setting document for the Waikato River;
- (c) recognising the statutory functions, powers and duties of the Council, including legislation such as the LGA2002 and the RMA;
- (d) respecting the mana whakahaere rights and responsibilities of Waikato-Tainui in accordance with tikanga to ensure the balance and mauri of the Waikato River is maintained;
- (e) acting in a manner consistent with the principles of Te Tiriti o Waitangi/Treaty of Waitangi;
- (f) taking into account the relevant components of the Waikato-Tainui Environmental Plan and the Integrated Management Plan as it relates to the Waikato River within the geographic jurisdiction of the Council;
- (g) committing to work together in good faith and with a spirit of co-operation;
- (h) committing to open, honest and transparent communication;
- (i) promoting the principle of co-management and commit to participate effectively in co-management;
- (j) recognising and acknowledging that the Parties will benefit from working together by sharing their respective vision, knowledge and expertise;
- (k) ensuring early engagement and a 'no surprises' approach;
- (l) recognising that the relationship between the Parties will evolve;
- (m) respecting the independence of the Parties and their individual mandates, roles and responsibilities in relation to the Waikato River;
- (n) recognising that co-management sometimes operates within statutory frameworks that must be complied with; and
- (o) committing to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks.

5.2. The Parties commit to upholding the principles of this Agreement to the fullest extent possible, including in the face of legislative changes. This commitment ensures the enduring intent and integrity of the Agreement, even as the legislative framework evolves.



6. Joint Objectives

6.1. The Parties recognise that this Agreement can provide beneficial outcomes for both. To optimise these benefits, the key joint objectives are to:

- (a) Maintain and enhance the relationship by working in good faith with open and honest communications;
- (b) Agree known and understood individual and joint priorities;
- (c) Create mutual benefits and optimal outcomes for each other;
- (d) Work together to create the most cost-effective approach to achieve outcomes;
- (e) Embrace a proactive and constructive resolution of issues;
- (f) Give effect to Te Ture Whaimana; and
- (g) Promote the mana whakahaere of Waikato-Tainui.

7. Meetings between the Parties

- 7.1. The Parties will have at least four co-governance meetings per year to achieve the purpose of this Agreement.
- 7.2. The co-governance committee will be made up of equal numbers of representatives from the Council and the Trust.
- 7.3. There will be co-chairs presiding over the meetings; each of the Parties will elect a co-chair to represent the Council and Waikato-Tainui.
- 7.4. Staff members may be invited to attend the meetings for technical support.
- 7.5. Any decision made at a meeting will be made at the highest level of good faith and by way of a consensus process.

8. Information Sharing

- 8.1. The Council will make available to Waikato-Tainui all information held by the Council (subject to the Local Government and Official Information and Meetings Act 1987) where that information is requested by Waikato-Tainui for the purposes of assisting them to exercise their mana whakahaere in respect of the Waikato River and enabling Waikato-Tainui to exercise their rights fully under this Agreement.
- 8.2. The Parties will act in accordance with the Information Sharing Protocol contained in Schedule Six of this Agreement.

9. Communication between the Parties

- 9.1. The Parties will establish and maintain effective and efficient communication with each other on a continuing basis by:
 - (a) Waikato-Tainui providing, and the Council maintaining, contact details for the Staff responsible for engagement under this Agreement;



- (b) the Council providing, and Waikato-Tainui maintaining, contact details for the Council Staff responsible for engagement under this Agreement;
- (c) providing reasonable opportunities for relevant Staff from both Parties to meet with each other, including arranging meetings to discuss and (if possible) resolve any issues when required; and
- (d) Identifying and educating staff members who will be working closely with Staff from each respective Party and informing staff members from each organisation of the obligations under this Agreement.

10. Consideration of Waikato-Tainui Representation

- 10.1. Successive Councils will give meaningful consideration to Waikato-Tainui representation across relevant committees and governance structures.

11. Resolution of Issues

- 11.1. 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. The dispute resolution process is therefore as follows:
- 11.2. If one Party considers that there has been a breach of the Agreement then that Party may give notice to the other Party that they are in dispute.
- 11.3. As soon as practicable upon receipt of the notice, the Council and Waikato-Tainui representative(s) will meet to work in good faith to resolve the issue.
- 11.4. If the dispute has not been resolved within 20 (twenty) Business Days of receipt of the notice, the Chief Executive of the Council and the Chief Executive Officer of Waikato-Tainui will meet to work in good faith to resolve the issue.
- 11.5. If the dispute has still not been resolved within 30 (thirty) Business Days of a meeting between the Chief Executive of the Council and the Chief Executive Officer of Waikato-Tainui, and as a matter of last resort, the respective Chairs (or nominee) will meet to work in good faith to resolve the issue.

12. Review and Amendment

- 12.1. The Parties agree that this Agreement is a living document which will be updated and adapted to take account of future developments, including arising legislative changes.
- 12.2. This Agreement will be reviewed every three (3) years, coinciding with the term of Co-governance Committee members, unless otherwise agreed upon by the Parties.
- 12.3. The Parties may only amend this Agreement by mutual agreement in writing.

13. Suspension of Agreement

- 13.1. The Parties from time to time may agree in writing to suspend in whole or in part, the operation of this Agreement. In reaching such agreement the Parties will specify the scope and duration of such a suspension.
- 13.2. For the avoidance of doubt there is no right to terminate this Agreement by either Party.



14. Transfer and Delegation

- 14.1. Nothing in this Agreement precludes the Council from effecting a transfer or a delegation to Waikato-Tainui.

15. Costs

- 15.1. Each Party will bear their own costs in relation to their separate activities and contributions to the Agreement as set out for in the Waikato River Settlement Act.

16. Exercise of Power

- 16.1. The Council may carry out functions or exercise the power on its own account and not in accordance with this Agreement if:
- (a) An emergency situation arises; or
 - (a) 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 Agreement
- 16.2. As soon as practicable the Council will provide the Trust with written notice of carrying out this function or exercise of power.

17. Schedules to this Agreement

- 17.1. The Parties have agreed to the processes outlined in the Schedules to assist Council in its decision making in relation to those processes specified in s47(d)(i) to (vii) of the Waikato River Settlement Act.
- 17.2. The Schedules outline the following:
- (a) Resource Consent Processing and Monitoring (Schedule One)
 - (b) Preparation, review or change of RMA Planning Documents (Schedule Two);
 - (c) Private Plan Changes and Monitoring the Effectiveness of RMA Planning Documents (Schedule Three);
 - (d) Resource Consents (Schedule Three)
 - (e) Environmental Monitoring (Schedule Four);
 - (f) Navigation Safety and Customary Activities (Schedule Five); and
 - (g) Information Sharing Protocol (Schedule Six).
 - (h) Media and External Communications Protocol (Schedule Seven)



- 17.3. The Parties recognise that there is mutual benefit in developing further Schedules during the course of this Agreement.

18. Strategic Work Programme

- 18.1. The Parties will work together to develop and agree a joint Strategic Work Programme for the Implementation of this Agreement

- 18.2. The Strategic Work Programme will include

- a) Implementation of matters outlined in this Agreement and its schedules;
- b) Collaborative projects between Waikato-Tainui and Council;
- c) Defined areas of focus for Waikato-Tainui and the Council; and
- d) Additional matters as mutually agreed.

- 18.3. The Strategic Work Programme will be reviewed and updated every three years, or as agreed by both Parties, ensuring that it remains a living document.

19. Definitions and Interpretations

- 19.1. The provisions of this Agreement shall be interpreted in a manner that best furthers the purpose and is consistent with the principles set out in the Agreement.

- 19.2. 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 Agreement;
- (b) where possible the same definitions under the Waikato River Settlement 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 Agreement;
- (e) at times the Waikato River Settlement 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.

19.3. In this Agreement, unless the context requires otherwise:

"Business Day" has the same meaning as set out in s6 of the Waikato River Settlement Act.

"Agreement" means this Joint Management Agreement between the Parties including the Schedules.

"Authorised Customary Activity" has the same meaning as provided for under the Waikato River Settlement Act.

"Board" means the governance board of Waikato-Tainui.

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

"Crown" means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Parties and Departments of the Crown that are involved in, or bound by the terms of the 2009 Deed to participate in, any aspect of the redress under the 2009.

"Draft Planning Document" means a document prepared under Schedule 1 of the RMA and can include a RMA Planning Document.

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

"LGA 1974" means the Local Government Act 1974 and its application to the Council's Navigation Safety Programme.

"Regional Plan" has the same meaning as set out in the RMA and includes a proposed Regional Plan.

"Regional Policy Statement" means the same as set out in the RMA and includes a proposed Regional Policy Statement.

"RIG" means the Resource Information Group of the Council.

"RMA Planning Document" has the same meaning as set out in s6 of the Waikato Settlement River Act.

"RMA" means the Resource Management Act 1991.

"RUD" means the Resource Use Directorate of the Council.

"RUD Consent Officer" means a resource consent officer within RUD.

"Staff" means staff from either Party, including technical officers employed or contracted by the Council or Waikato-Tainui.

"Vision and Strategy or Te Ture Whaimana o Te Awa o Waikato" means the Vision and Strategy for the Waikato River and has the same meaning as set out in s6 of Waikato River Settlement Act.

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



“Waikato-Tainui” means Waikato-Tainui Te Kauhanganui Incorporated in its capacity as trustee of the Waikato Raupatu River Trust.

“Waikato River Settlement Act” means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

“Working Day” has the same meaning as working day under the RMA and also has the same meaning as Business Day in this Agreement.



SIGNED as a Joint Management Agreement

SIGNED for and on behalf of

WAIKATO REGIONAL COUNCIL

SIGNED for and on behalf of

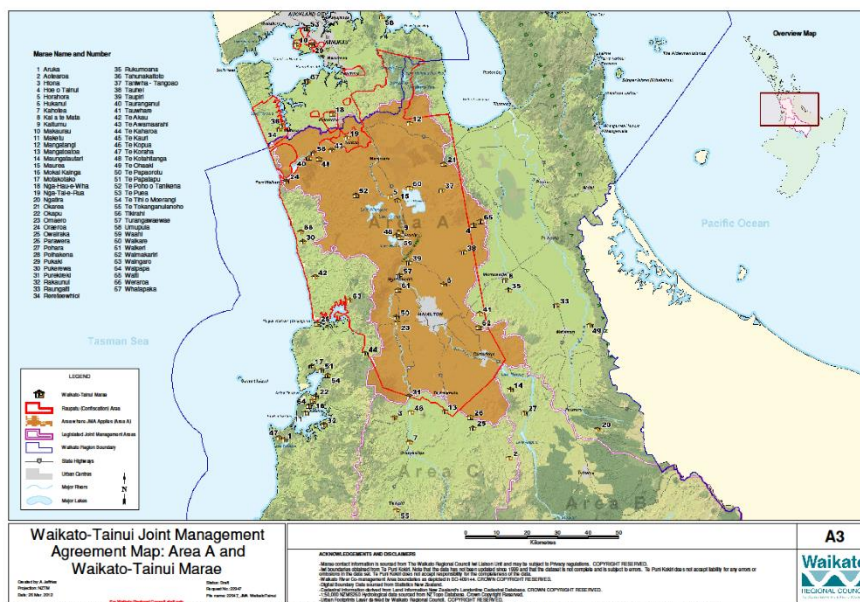
WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED

in its capacity as trustee of the

WAIKATO RAUPATU RIVER TRUST



Map of Area





SCHEDULE ONE: RMA PLANNING DOCUMENTS

1. The following clauses shall apply to the preparation, review, change or variation of a RMA Planning Document pursuant to Schedule 1 of the RMA to the extent that those processes relate to the achievement of the Vision and Strategy for the Waikato River as defined by Schedule 2 of the Waikato River Settlement Act 2010.
2. Section 43(b) of the Waikato River Settlement Act states that the Agreement must provide for Council and Waikato-Tainui to work together in carrying out certain duties, functions and powers including the preparation, review, change, or variation a RMA Planning Document.
3. One outcome of working together in accordance with the requirements of the Waikato River Settlement Act will be a joint final recommendation to Council on the content of an RMA Planning Document (s46(2)(c) of the Waikato River Settlement Act).
4. The Parties acknowledge the importance of Waikato-Tainui involvement in decision-making and agree to actively seek opportunities for co-decision-making, ensuring that the process reflects shared responsibilities and participation in shaping planning outcomes.
5. Below is a process and timeframe for how the Parties will work together in accordance with s46 of the Waikato River Settlement Act.



1. **Table 1 – Timeframes for preparation, review, change and variations of RMA Planning Documents**

	Provision	Timeframe
1	Council Staff to contact Waikato-Tainui Staff at an informal level, to have initial discussions on the need for the preparation, review, change or variation of a Council RMA Planning Document, and if required, recommend to Council that a Joint Working Party (JWP) be convened. For clarity, any decision to delegate matters to the JWP, beyond those expressly provided for under the Waikato River Settlement Act, remains at the sole discretion of each Party.	As soon as reasonable practicable
2	The Waikato-Tainui Environment Manager (or nominee) and the Council's Policy and Transport Group Manager (or nominee) will meet at an appropriate time to convene and to determine the makeup of the JWP and the way in which they will work together to discuss and recommend to Council the matters set out in s46(2)(a) of the Waikato River Settlement Act, being: • The process to be adopted; and • 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. When working together the JWP will adopt the following principles of engagement • Highest level of engagement; • Effective and efficient engagement; • Appreciation of regulatory and statutory obligations; and • Appreciation of tribal obligations. An agreed timeframe shall be developed by the JWP. This will be presented to the Board of Waikato-Tainui and to the Council committee and/or to any other co-governance group identified by the Agreement or the Parties, for their information and comment.	As soon as agreed by both managers
3	Prior to the joint final recommendation to commence the preparation, review, change or variation to an RMA Planning Document, Council and Waikato-Tainui will advise the JWP of whether they support in full or in part to commence the preparation, review, change or variation to an RMA Planning Document. Should either Party not agree in whole or in part to commence the preparation, review, change or variation to an RMA Planning Document, a formal letter from the	To be agreed

Doc#32132906

Page 18 of 41



	Chief Executive of the respective Party, shall be addressed to the Chief Executive of the other Party to outline those concerns and issues. This formal letter acknowledges and prompts the JWP to seek resolution which may also include the development of a joint final recommendation that outlines those concerns and issues.	
4	Following due process in steps 1 - 3, the JWP will then make a final recommendation to Council on whether to commence the preparation, review, change or variation to an RMA Planning Document (as required by s46(2)(b) of the Waikato River Settlement Act).	To be agreed
5	In the instance that the recommendation to commence the preparation, review, change or variation to an RMA Planning Document is endorsed by Council, formal notification will be provided to the Trust. Contact shall occur via a formal notice/letter to: Chair of Waikato-Tainui Te Arataura Private Bag 542 NGARUAWAHIA A copy of the letter shall also be posted or emailed to the Key Staff position identified in this Schedule.	As soon as reasonable practicable
6	Waikato-Tainui will acknowledge receipt of the letter within 10 (ten) Business Days.	Within 10 (ten) Business Days
7	During the development of the content of the draft RMA Planning Document, the JWP will provide for the following: • Ensuring appropriate time for engagement with tribal members; • Have regard to the relevant sections of the Waikato-Tainui Iwi Environmental Plan; • Have regard to the relevant provisions provided for in the 1995 and 2010 Waikato Settlements; and	To be agreed



	Acknowledge that the Council has to provide for engagement with other iwi, in line with settlement legislation and other legislative requirements. The s32 analysis will outline how these sections have been duly considered.	
8	Prior to the development of a joint final recommendation on the content of the draft RMA Planning Document to be notified, the JWP will discuss the potential for Waikato-Tainui to participate in making decisions on the draft RMA Planning Document as required by s46(2)(d) of the Waikato River Settlement Act. The discussion will consider how matters relevant to Waikato-Tainui are appropriately represented and acknowledged as part of the decision-making process.	To be agreed
9	A copy of the draft joint final recommendation will be provided to Council and Waikato-Tainui who will advise the JWP of whether they support in full or in part the content of the draft RMA Planning Document. Should either Party not agree in whole or in part of the Draft RMA Planning Document in respect of the interests of Waikato-Tainui, or lack thereof, a formal letter from the Chief Executive of the respective Party, shall be addressed to the Chief Executive of the other Party to outline those concerns and issues. This formal letter acknowledges and prompts the JWP to seek resolution, which may also include the development of a joint final recommendation that outlines those concerns and issues.	
10	The JWP will in accordance with s46(2)(c) of the Waikato River Settlement Act decide jointly on the final recommendation to Council on the content of a RMA Planning document to be notified under clause 5 of Schedule 1 of the RMA.	To be agreed



2. Request for Private Plan Changes

- 2.1. Below is a table outlining the process and timeframes for processing requests for Private Plan Changes

Table 2: Request for Private Plan Changes Steps

1	If a person requesting a plan change ask to meet with Council before a plan change request is lodged, Waikato-Tainui staff will be informed and invited to participate in that meeting.	As soon as reasonable practicable
2	If a request is made under clause 21 of Schedule 1 of the RMA, a copy shall be provided via a formal notice/letter to the Waikato-Tainui Environment Manager.	Within 3 (three) Working Days of receiving the request
3	The Council will advise Waikato-Tainui of the statutory timeframes in relation to the request and identify dates for reporting and decision making.	As soon as reasonable practicable
4	If Council considers further information is required, Council may, if necessary, seek Waikato-Tainui feedback on what further information is required. The Council shall provide Waikato-Tainui with any additional information provided in support of any request or advise Waikato-Tainui if the applicant declines to provide any additional information.	As soon as reasonable practicable
5	When considering the request under clause 25, of Schedule 1 of the RMA, Council may request Waikato-Tainui to provide: - Guidance on whether it considers the plan change will impact on the mana whakahaere of Waikato-Tainui as a tribe; - Guidance on whether it considers the plan change is consistent with the Vision and Strategy and/or any other regulation developed and enacted as a result of the Waikato River Settlement Act; - Assistance on whether the plan change has given regard to the Waikato-Tainui Environmental Management Plan; and	In accordance with the relevant timeframes advised as part of step 4 above.



	Assistance on section 6, 7 and 8 matters under the RMA.	
6	Waikato-Tainui will provide support to the Council, should it be required, in developing a written response outlining why a request is rejected.	As and when appropriate
7	The Council will provide to Waikato-Tainui a copy of any decision and the reasons for that decision made under clause 25 of Schedule 1 of the RMA.	At the same time as notification is made to the person making the request.
8	If Council adopts the request under clause 25 of Schedule 1 of the RMA, the Waikato-Tainui Environment Manager (or nominee) and the Council Policy & Transport Group Manager (or nominee) will meet at an appropriate time prior to public notification to consider and to propose modifications to the request as appropriate. The process shall be based on the following principles of engagement: - Highest level of engagement; - Effective and efficient engagement; - Appreciation of regulatory and statutory obligations; and - Appreciation of tribal obligations.	Prior to public notification



3. Review of the efficiency and effectiveness of RMA Planning Documents under s35 of the RMA

3.1. This part of the Schedule applies to:

- a) The monitoring of the effectiveness and efficiency of RMA Planning Documents as required by s45(2)(a) and (b) of the Waikato River Settlement Act; and
- b) Waikato-Tainui role in the five (5) yearly review under s35(2A) of the RMA

as they relate to the Waikato River and activities within its catchment affecting the Waikato River to the extent to which those processes relate to the Vision and Strategy.

3.2. Section 45(2) of the Waikato River Settlement Act requires the Parties to meet no less than twice yearly in relation to monitoring and enforcement in accordance with s35(2)(a)-(e) and s35(2A) of the RMA

3.3. Below is a table outlining the process and timeframes for policy effectiveness monitoring.

Table 2: Policy Effectiveness Monitoring

	Provision	Timeframe
1	The Waikato-Tainui Environment Manager (or nominee) and Council Policy & Transport Group Manager (or nominee) will meet not less than twice yearly to discuss and agree: - the priorities, methods and extents, and potential for Waikato-Tainui participation in respect of monitoring under s 35(2)(b) of the RMA; - the role of Waikato-Tainui in the five yearly review under s35(2A) of the RMA; and - Appropriate responses to address outcomes of the monitoring under s35(2)(b), including the potential for review of RMA planning documents.	Not less than twice yearly.
2	If, as a result of monitoring under s35(2) or s35(2A) of the RMA it is determined that changes are required to the RMA Planning Document then Table 1 of this Schedule will apply.	



SCHEDULE TWO: RESOURCE CONSENT PROCESSING AND MONITORING

	Provision	Timeframe
1	Within 1 (one) Business Day of receiving an application as complete under s88 of the RMA, or otherwise as soon as reasonably practicable, the Council will provide to Waikato-Tainui a summary of resource consent applications received. The summary shall include the following information (if relevant): • Name(s) of Consent Applicant(s); • Consent/s applied for; • File/consent no; • Brief description of each activity applied for; • Type of activity; • Location of property/activity (or activities); • Land owner and occupier details; • Whether consultation has occurred with Iwi; If so, which Iwi; • Whether written approval provided by Iwi; • RUD Resource Officer contact details; and • If a s127 change of conditions or s128 review, the reason for the change/review • Whether the application is located on or near any settlement land as defined within the Waikato-Tainui Deed of Settlement. If an application is identified as being in or within 50 metres of any settlement land, it will be detailed as a "Site of Significance". The information provided by the Council to Waikato-Tainui may be via e-mail to a nominated email address.	Provision of data to Waikato-Tainui (Day 1)

Resource Consent Monitoring and Enforcement Procedures

1. Both Parties will discuss monitoring and enforcement matters via the following methodology:

- (a) Council to supply a list to Waikato-Tainui of all consented sites, and the consents held by each site within the rohe by 1 June each year
- (b) Waikato-Tainui will assess the list and provide a ranking of sites to monitor along with a rationale for each site or group of sites by 1 July each year
- (c) Council will take the rankings and rationale into account when assessing the priorities for monitoring
- (d) Biannual meetings between Council and Waikato-Tainui will be held in the first and third quarters of each calendar year to:
 - i. Discuss and agree on priorities for the monitoring the exercise of resource consents that have effect in the Region;



- ii. Discuss and agree on the methods for and extent of the monitoring of the exercise of resource consents that have effect in the Region;
- iii. Discuss the potential for Waikato-Tainui to participate in the monitoring of the exercise of resource consents that have effect in the Region;
- iv. Discuss appropriate responses to address the outcomes of the monitoring of the exercise of resource consents that have effect in the Region including 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;
- v. Discuss the potential for persons nominated by Waikato-Tainui to participate in enforcement action under the RMA;
- vi. Discuss consent review opportunities (as annually advised as per 8.2 (reviews) above) in the next 6 (six) months;
- vii. Discuss the effectiveness of consent conditions; and
- viii. Review the effectiveness of Council's compliance activities, policies and practices, to improve compliance amongst resource users;

13.3 No later than 3 (three) weeks prior to each biannual meeting, RUD shall, subject to the Privacy Act 1993 and Local Government and Official Information Meetings Act 1987 provisions, provide Waikato-Tainui with a summary update of enforcement actions (prosecutions, enforcement orders, abatement notices and infringement notices) undertaken by the Council under the RMA in respect of those activities which relate to the Waikato River and activities within the catchment affecting the Waikato River. The summary shall include name; description, type of action; date and outcome.



SCHEDULE THREE: ENVIRONMENTAL MONITORING

1. This Schedule applies to the joint development and reporting of environmental monitoring information to protect the health and well-being of the Waikato River as outlined in the Vision and Strategy. Such information includes current state of the environment monitoring but excludes information related to consent application and monitoring.
2. The outcome of this Schedule will be the public release of a jointly prepared, catchment-based environmental report between the Parties.
3. Key Staff will be identified by producing a list separate to this Agreement to ensure both Parties are aware of who they will need to liaise with for each Schedule. Currently for this schedule the following positions have been identified. For the Council these may be subject to change over time.
4. Table 1 below outlines the process and timeframes for the joint development and reporting of environmental monitoring information

Table 1: Timeframes and Process		
	Provision	Timeframe
1	Waikato-Tainui Environment Manager (or nominee) and the Council RIG Manager (or nominee) will meet at an appropriate time to determine the most effective process. The process shall be based on the following principles of engagement: • Highest level of engagement; • Effective and efficient engagement; • Appreciation of regulatory obligations; and • Appreciation of tribal obligations. An agreed timeframe shall be developed and presented to each respective Board/Council Committee for information and comment and/or other co-governance group identified by this Agreement.	
2	Council Staff will meet Waikato-Tainui Staff at an informal level, to gain a common understanding of what information is currently collected and where, what methodologies are being used and what reports are being produced and by when. The Council and Waikato-Tainui Staff members will jointly develop a protocol for sharing, gathering, storing and reporting information.	As soon as reasonably practicable
3	The Council and Waikato-Tainui are to meet for a half-day workshop, with the purpose being to scope and develop the work programme necessary to achieve the joint monitoring and reporting. This work programme will include:	As soon as reasonably practicable



	- Continued monitoring of existing sites; - Potential need for additional monitoring; - Identify training needs; - Composition of monitoring team and health and safety requirements (warranting or certification); - Access to specific locations; - Resources needed/identified; - Identifying priorities and methods; - Intended outcomes from monitoring; - Engagement purpose and principles; and - Timeframes This work programme will be presented to each Party's respective Board and Council Committee for information purposes.	
4	Engagement between Waikato-Tainui and the Council will take account of the following: - Ensuring appropriate time for engagement with tribal members; - Incorporation of relevant sections of the Waikato-Tainui Iwi Environmental Plan; - Recognition of relevant provisions provided for in the 1995 and 2010 Waikato Settlements; - Acknowledge that the Council has to provide for engagement with other iwi, whether through settlement legislation or other legislation; - Protection of sensitive information and use of sensitive information that has been collected (subject to the Local Government and Official Information and Meetings Act 1987); - Data gathering and storage for tribal knowledge and application; and - Any other subsequent points identified and agreed by both Parties Staff members. The Council's environmental information sharing and reporting should demonstrate the points outlined in this table have been duly considered.	To be agreed
5	Upon this process being actioned, a joint environmental report will be presented to each respective Board/Council Committee for approval. Any further comments provided will be discussed at a meeting between the respective Key Staff identified.	To be agreed
6	Once all comments are agreed between the Parties, and prior to public release, each respective Party will receive a copy of the Council/Waikato-Tainui catchment-based environmental report. This report will be provided within a reasonable timeframe (ideally	To be agreed



	2 (two) months) to allow feedback to be taken into consideration of both Parties.	
--	---	--



SCHEDULE FOUR: NAVIGATION SAFETY AND CUSTOMARY ACTIVITIES

Purpose of Schedule

- 1.1 This Schedule applies to the navigation safety duties, functions and powers of the Council relating to the Authorised Customary Activities of Waikato-Tainui.
- 1.2 Duties, functions and powers excluded from this Schedule are permits or authorisations under the: RMA, the Reserves Act 1977, and any other enactment as outlined in section 57(e) of the Waikato River Settlement Act.
- 1.3 The outcome of this schedule is to establish a process between the Council and Waikato-Tainui to manage Authorised Customary Activities as they relate to navigation safety.

Key Staff

- 2.1 Key Staff will be identified by producing a list separate to this Agreement to ensure both Parties are aware of who they will need to liaise with for each Schedule. Currently for this schedule the following positions have been identified. For the Council these may be subject to change over time.

Waikato Raupatu River Trust (Waikato-Tainui)

- General Manager
- Environment Manager
- Training and Operations Manager

Waikato Regional Council

- Division Manager Compliance and Education
- Programme Manager Navigation Safety
- Harbourmaster

Background

- 3.1 The Navigation Safety Programme is governed by Part 39A of the LGA 1974 and Maritime Rules under the Maritime Transport Act 1994.
- 3.2 The main policy documents for the Navigation Safety Programme (including its duties, functions and powers) are:

[Doc#32132906](#)

[Page 29 of 41](#)



(a) the Navigation Safety Bylaw 2009 ("the Bylaw"); and

(b) the Harbour Safety Plan.

3.3 The Navigation Safety Programme manages the role of Harbourmasters which is currently a team of two (and one Deputy Harbourmaster) who manage different sections of the Waikato River (and tributaries). For example, (a) Port Waikato, Waikato Lakes and south to Lake Karapiro; (b) west coast from Port Waikato to Mokau, Waikato River and Lakes from southern end of Lake Karapiro to the Huka falls.

3.4 This agreed process relates to Area A as outlined in Schedule One. However, it is acknowledged by both the Council and Waikato-Tainui that this part of the Waikato River may be extended in response to further settlement claims.

3.5 In general, activities that are managed by the Harbourmasters include:

(a) General boating/other users behaviour (education & enforcement);

(b) Moorings safety;

(c) Conflicts between users;

(d) Temporary events;

(e) Waterways safety (signage/ navigation lights/ log removal/ wrecks/ hazards); and

(f) Emergency response if required (accidents/ tsunami response).



A. Reviews and Changes to the Navigation Safety Bylaw

The agreed process is as follows:

Step	Provision	Timeframe
1	Engagement with Waikato-Tainui Prior to commencing public engagement on review of the Bylaw, the Programme Manager Navigation Safety and a Key Staff from Waikato-Tainui will meet and discuss: • issues being raised by the Council as a part of the review; • implications of the Vision and Strategy for the Bylaw, in particular addressing requirements in s17(1), (5) and (6) of the Waikato River Settlement Act; • issues of concern to Waikato-Tainui that should be included in the review; and • joint agreement on location and number of public consultation meetings for the public review process.	As soon as reasonably practicable and prior to pre-consultation with the wider community.
2	Public Consultation At public consultation meetings on the Bylaw, relating to the Waikato River and Lakes within Area A (unless extended via further settlement claims), there may be joint attendance by staff from both Parties.	To be agreed
3	Administrative Processes (Pre-Hearing) It is acknowledged that the: • Council staff will be responsible for the preparation of documentation in accordance with Bylaw making processes in the Local Government Act 2002; • Council staff will be responsible for writing and producing the Staff report which is forwarded to the Council Hearings Committee; and • Council Staff will liaise with Waikato-Tainui Staff to discuss a joint approach on responses to public submissions relating to the Waikato River within Area A impacting on customary activities. Where a joint recommendation cannot be reached, on matters relating to this schedules, alternatives are to be included in the Staff report. (Note: The pre-hearing work should not involve any representatives that might subsequently be on the Hearings panel).	To be agreed
4	Hearing • Council will be responsible for appointing the appropriate number of Councillors to hear submissions (generally not less than 3 (three)); • Council will be responsible for setting the timing of the Hearings (in accordance with the LGA 2002); and • Staff from Waikato-Tainui and the Council may attend the Hearing.	To be agreed
5	Administrative Processes (Post-Hearing) It is acknowledged that the: • Council staff will be responsible for all administrative matters related to the post hearing stage including: producing the decisions report, getting the Bylaw	To be agreed



	endorsed by Council, producing the bylaw, web access, notifications and other such matters; • the Programme Manager Navigation Safety will advise Waikato-Tainui once the decisions made by the Hearings panel have been endorsed by the full Council; and • copies of the final bylaw will be forwarded to Waikato-Tainui once published.	
--	---	--



B. Temporary Event Permits

- 1.1 In accordance with the Bylaw if any person or organisation is organising an event that could have implications for other users they must apply for a temporary event permit. This is the only permit issued by the Navigation Safety Programme.
- 1.2 Two scenarios have been identified under the agreed process on temporary event permitting. They are:
 - Authorised Customary Activities (events) that Waikato-Tainui notifies to the Council; and
 - Authorised Customary Activities (events) that are undertaken by any member of Waikato-Tainui (not notified to the Council in accordance with s58(1) but in a similar manner to s58(4)).

Scenario 1: Authorised Customary Activities (events) that Waikato-Tainui notifies to the Council

1. Initial Notification of Upcoming Events

In accordance with s58(1) of the Waikato River Settlement Act, Waikato-Tainui will provide to the Programme Manager Navigation Safety and/or other nominated person, by 30 June each year:

- (a) a list of Authorised Customary Activities that are intended to occur in the 12 (twelve) month period starting on 1 (one) January of the following year;
- (b) likely locations; and
- (c) likely dates.

These Authorised Customary Activities will be deemed to be an authorised temporary event in accordance with the Bylaw and as such are called an Authorised Customary Temporary Event. An Authorised Customary Temporary Event permit will be issued following the 20 (twenty) day confirmation from Waikato-Tainui.

Council Staff will add the Authorised Customary Temporary Event or Events to their navigation safety website of events (this is to enable other event organisers to be aware of the dates/ locations). Also a link to Waikato-Tainui website will be available.

2 .Potential Conflicts Between Events

To manage potential conflicts between all events, the Council will seek to avoid conflicts of dates and location by requiring all other event organiser to take into account the timing of events listed on the navigation safety events calendar, which is on the Council's website and to contact Waikato-Tainui, to check if there is any other potential conflicts between events.

In accordance with s58(2) and (3) of the Waikato River Settlement Act, if the Council receives an application for a temporary event permit, that would prevent an Authorised Customary



Temporary Event from occurring or would have a significant adverse effect on an Authorised Customary Temporary Event, then the following will occur:

- (a) The Council will assess the scale and nature of the potential effects, after consulting with, and have particular regard to the views of Waikato-Tainui;
- (b) Advise Waikato-Tainui in writing of the Council's assessment of the effects and any conditions that would prevent the effects;
- (c) If Waikato-Tainui does not consent to the application it will advise the Council in writing as soon as reasonably practicably, but no later than 8 (eight) Business Days after receiving the Council's formal advice;
- (d) The Council will advise Waikato-Tainui in writing of the Council's decision on the application.

With regards to (a) above, the process for consulting by Council will be to ensure early engagement with Waikato-Tainui. The key Staff member for Waikato-Tainui is the Environment Manager. This will allow a timely assessment and response in determining whether there are significant adverse effects on a customary activity. In giving the information, Council will advise Waikato-Tainui when comments/views are required.

3. Second Notification of Upcoming Events

In accordance with s58(4) of the Waikato River Settlement Act, no less than 20 (twenty) Business Days before an Authorised Customary Temporary Event (that has previously been advised to the Council) Waikato-Tainui will notify the Council of the precise dates and locations of the activity.

Waikato-Tainui will also provide the Council with:

- (a) Details of the event organiser (person) and their contact phone number during the event; and
- (b) A copy of their safety plan.

The event organiser will be responsible for managing the event and all associated safety issues.

The Council will be responsible for public notification (and associated costs of notification) as required by s58(5) (no less than 10 (ten) days before the event).



Scenario 2: Authorised Customary Activities (events) that are undertaken by any member of Waikato-Tainui (not notified to the Council in accordance with s58(1) but in a similar manner to s58(4))

Waikato-Tainui will be responsible for informing Waikato-Tainui members of the “events calendar” on the Council website (so they can avoid conflicts in time with the Council’s authorised events).

No less than 20 (twenty) Business Days before an authorised customary event (that has not previously been advised to the Council) the Trust will notify the Council of the precise dates and locations of the activity. The Trust will also provide the Council with:

- (a) Details of the event organiser and their contact phone number during the event, and
- (b) A copy of their safety plan.

The Council will issue a Authorised Customary Temporary Event permit to the Trust and/or the event organiser.

The event organiser will be responsible for managing the event and all associated safety issues with the Council being responsible for public notification as required by s58(5) (no less than 10 (ten) days before the event).

If there is any potential conflict between the timing or location of an authorised customary event and an Authorised Customary Temporary Event, Waikato-Tainui, the Programme Manager Navigation Safety and the two respective events organiser’s will meet as soon as reasonable practicable to discuss options and alternatives for best managing the two activities.

C. Use of Traditional Whitebait Stands and Eel Weirs

The Council acknowledges that when carrying out its functions and exercising powers pursuant to the Bylaw it must recognise and provide for the importance of Authorised Customary Activities. The use of whitebait stands and eel weirs to Waikato-Tainui is an integral part of the relationship that Waikato-Tainui has with the Waikato River.

In accordance with s56 and 62(4) of the Waikato River Settlement Act:

- (a) The Council will retain the 5 knot speed limits within 30m distance from shore or from a structure; (as per the existing Bylaw), (except for temporary events where speed provisions are lifted); and
- (b) The Council will discuss appropriate wording with Waikato-Tainui and will recommend adding specific references to traditional whitebait stands and eel weirs as a part of the next Bylaw review, if it is jointly considered appropriate to do so.

Note: Structures are controlled under s13 of the RMA, and are subject to rules in the Waikato Regional Plan, in addition to any measures that may be outlined in the Bylaw.



D. Statutory Timeframes

- (a) In accordance with s55 of the Waikato River Settlement Act: If any actions are taken by the Council in order to meet a statutory deadline (and which might otherwise contravene another process in the navigation safety section of this Agreement), the Council will send details of these actions to Waikato-Tainui via an email to the Staff member provided as soon as reasonable practicable after the action has been taken.

E. Tangihanga and Hari Tuupaaapaku

E.1 In accordance with s60 of the Waikato River Settlement Act:

- (a) Waikato-Tainui will notify the Programme Manager - Navigation Safety as soon as reasonably practicable by telephone of the date of the event, location and likely duration.
- (b) Waikato-Tainui and the Programme Manager - Navigation Safety will discuss any management issues associated with any other activities occurring in the same location/ date.
- (c) If there are any actual or potential conflicts with other events, Waikato-Tainui, the "other event" organiser and the Programme Manager - Navigation Safety will meet as soon as reasonable practicable to discuss options and alternatives for best managing the two activities.
- (d) The Council will ensure that an appropriate clause to cover this eventuality is incorporated into the Bylaw at its next review and into the conditions of any temporary event permit.
- (e) The Council will be responsible for publicly notifying a temporary closure of the area involved, including erecting any signs at local boat ramps, if considered necessary.

F. Biannual Meetings

F.1. Waikato-Tainui and the Council will meet twice each calendar year. This forum shall be to discuss any matters regarding the implementation of navigation safety and customary activities, including, but not limited to, the following matters:

- (a) In accordance with section 62(3)(a) of the Waikato River Settlement Act, whether other customary activities (events and other activities) could be undertaken without the need to obtain a temporary event permit, or other exemption from Bylaw;
- (b) In accordance with section 62(9) of the Waikato River Settlement Act, the development of appropriate protocols for the customary practice of placing raahui; and
- (c) In accordance with section 62(5) of the Waikato River Settlement Act, the appointment of Harbourmasters, Enforcement Officers and Honorary Enforcement Officers.



SCHEDULE FIVE: INFORMATION SHARING PROTOCOL

1. Purpose of Protocol

1.1. The purpose of this Protocol is to:

- (a) Facilitate the sharing of information between Council and Waikato-Tainui to uphold statutory purpose to protect the health and wellbeing of the Waikato River. ("the statutory purpose).
- (b) Define the types of information available for sharing, access, cost recovery (if applicable) and managing the information sharing process
- (c) Ensure compliance with legal obligations under the Local Government Official Information and Meetings Act 1987 and the Privacy Act when meeting and/or managing information requests.
- (d) Establish processes to handle culturally sensitive information with care.

2. Principles

2.1. Both Parties shall make every effort to co-operate in sharing and managing information relevant to the shared duties and responsibilities of the Council and Waikato-Tainui.

3. Protocol Implementation

3.1. Each of the Parties may appoint an Information Sharing Officer responsible for receiving, processing, and managing all data-sharing requests, and shall inform the other Party of any such delegation (and that officer's contact details) as soon as practicable.

4. Types of Information Subject to this Protocol

4.1. The Parties agree to meet one another's requests to share the following information:

- (a) mapping database information (to the extent required to implement the statutory purposes)
- (b) other databases (to the extent required to implement the statutory purposes)
- (c) planning documents (including drafts)
- (d) where appropriate information obtained from third parties
- (e) minutes of meetings (unless otherwise embargoed)
- (f) operational files; and
- (g) research reports and data.



5. Operational Guidelines

5.1. Any request for information must:

- (a) Be submitted through the designated Information Sharing Officer (refer to clause 3.1)
- (b) Clearly specify:
 - i. on whose behalf the request is being made (and if considered appropriate, that person's contact details)
 - ii. what information, or type of information, is being requested
 - iii. in what format the information is needed (and any data transfer requirements)
 - iv. how the information is going to be stored
 - v. how the information is going to be used
 - vi. what measures will be taken to protect any confidential information received and who will have access to it; and
 - vii. any time constraints that exist in relation to the request

5.2. The Party receiving the request (Disclosing Party) agrees to:

- (a) Promptly provide clear advice on whether the request can be fulfilled; and
- (b) Where the request cannot be met, propose alternative solutions or options to address the Receiving Party's needs (where possible); and
- (c) Record the request and its outcome in an information log, including any constraints, confidentiality terms, or limitations on the Receiving Party that are additional to the standard terms set out in clause 6.1.

6. Standard Data Sharing Terms

6.1. The following terms apply to all data-sharing arrangements:

6.1.1. Data Ownership and Usage

- (a) The Disclosing Party retains full ownership of the shared data, including any intellectual property rights associated with it.
- (b) The Receiving Party must not modify, adapt, or combine the shared data with other datasets without the prior written consent of the Disclosing Party.

6.1.2. Data Accuracy and Liability

- (a) The shared data is provided "as is", without any guarantees regarding its accuracy, completeness, or ongoing availability.
- (b) The Disclosing Party is not liable for any inaccuracies in the data or any decisions, actions, or outcomes resulting from its use.



6.1.3. Security and Confidentiality

- (a) The Receiving Party must implement appropriate security measures to protect the shared data from unauthorised access, breaches, or misuse
- (b) The Receiving Party must respect all confidentiality constraints and must not disclose any non-publicly available information without the prior written consent of the Disclosing Party
- (c) The Receiving Party must manage culturally sensitive information with the utmost care and respect, where careful management of that information is considered important for achieving the purpose of the legislation and wider release is not considered public interest

6.1.4. Third-Party Sharing

- (a) The Receiving Party must obtain written approval from the Disclosing Party before sharing the data with any third party, where applicable.
- (b) The Receiving Party must handle the shared data in accordance with the Disclosing Party's guidelines and any applicable security protocols.

6.1.5. Capacity-Building and Support

- (a) The nominated officers from both Parties will consider, in good faith, arranging capacity-building measures such as training sessions, hosting opportunities, or staff secondments, to enhance both parties' ability to effectively utilise any shared information.

6.1.6. Data Retention and Termination

- (a) Upon termination of the data-sharing arrangement or at the direction of the Disclosing Party, the Receiving Party must securely return or irreversibly destroy all shared data, ensuring no unauthorised retention or access
- (b) The Receiving Party must not keep personal information longer than is required for the purposes for which the information may lawfully be



SCHEDULE SIX: MEDIA AND EXTERNAL COMMUNICATIONS PROTOCOL

1. Background

- 1.1. This protocol is designed to cover media and external communications related to the formation and implementation of this Agreement.

2. Media spokespeople and communications protocols

- 2.1. The official media spokesperson for Waikato-Tainui will be the Waikato-Tainui chief officer executive or their delegate.
- 2.2. The Council's official spokesperson will be the chief executive officer or their delegate.

3. Written statements

- 3.1. Written media statements about the formation and implementation of this Agreement will be made in the name of the two chief executive officers (or their delegates) with provision for them to have quotes individually attributed to them as appropriate.
- 3.2. After consultation and agreement between the two Parties (usually through their communications staff), written media statements may be prepared by either Party but both Parties will approve the statements before they are issued. Sign-off will need to come from the chief executive officers or their specifically designated alternate.

4. Follow up queries to joint media releases or independent media approaches seeking comment on the joint operation of this Agreement

- 4.1. Media ask follow up questions of chief executive officers (or delegates) after statements are issued or independently approach them after learning of business relevant to this agreement. If any written comment is to be made in such circumstances, the same protocol as for proactive statements will be followed before statements are issued.
- 4.2. The chief executive officers (or delegates) will be free individually to comment verbally to media on the contents of joint media releases or other joint matters. But they will be expected to stick generally to messages agreed to between the parties. The chief executive officers will try to consult with each other before commenting on questions outside the scope of the agreed messages but both parties recognise this will not always be practical. In such circumstances, the Parties will, however, keep the other abreast of any new significant comments they make without prior arrangements under this Protocol.

5. Individual organisational comments

- 5.1. Waikato-Tainui and the Council also agree that each Party is free to comment from an individual perspective about their organisation's individual role in the agreement. But they will always stress clearly when they are speaking from their individual perspectives. In all cases, the two Parties will make their best efforts to discuss their planned individual comments beforehand with the other party, and take into account any feedback.
- 5.2. There may also be cases where, for example, the Council is being asked to comment on Agreement related business before a certain deadline and feels, as a publicly elected body, that it needs to respond within a tight deadline without being sure it can consult with Waikato-Tainui (for example when responding to a late evening call from the Waikato Times or a early morning call from a radio station). In such circumstances, expected to be rare, the Council will still use its best endeavours to consult before commenting but the Parties acknowledge this may not always be possible. When it has not been possible, the Parties will let the other know as soon as possible what has been said.
- 5.3. As publicly elected representatives, Council councillors will be free to comment as individual councillors about Agreement related issues, but they should stress that their comments are not



being made on behalf of the committee or the Council. The same principle applies to elected members of Waikato-Tainui's Parliament.



6. Contact points

- 6.1. The Staff who will act as points of contact for discussions on the development of formal agreement statements and their sign-off will generally be the chief executive officer for Waikato-Tainui and the senior communications advisor for Council. Both Parties recognise other communications Staff will stand in for these Staff members at times. Communications Staff will be responsible for getting appropriate sign off for statements by their respective Parties. They will also be responsible for ensuring that the other Party sees/hears and signs off any other specific Agreement related communications planned in such forums as web sites and internal/external newsletters.

7. Communications plan

- 7.1. Waikato-Tainui and the Council will issue joint statements as appropriate about this Agreement and its workings
- 7.2. Both Parties will look for suitable opportunities to get media publicity for activities carried out under this Agreement.
- 7.3. Both Parties will also take advantage of appropriate opportunities to discuss the working of this Agreement in external/internal publications and on their websites.
- 7.4. It is recognised that both the Council and Waikato-Tainui will share information about this Agreement processes and implementation at internal presentations, and to the likes of other Councils and conferences. The Council and Waikato-Tainui will, where appropriate, discuss such presentations beforehand with each other if they are going beyond straightforward factual information or they might be expected to raise public questions about this Agreement.

DRAFT