THE WAIKATO RAUPATU RIVER TRUST

and

WAIKATO DISTRICT COUNCIL

JOINT MANAGEMENT AGREEMENT

23 MARCH 2010

This JOINT MANAGEMENT AGREEMENT is made between:

WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, in its capacity as trustee of the WAIKATO RAUPATU RIVER TRUST ("WAIKATO-TAINUI")

and

THE WAIKATO DISTRICT COUNCIL

WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

PREAMBLE

The Waikato Raupatu Claims Settlement Act 1995 gave effect to certain provisions of the deed of settlement between Her Majesty the Queen in right of New Zealand ("the Crown") and Waikato dated 22 May 1995 and settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu on behalf of Waikato-Tainui (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.

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.

On 17 December 2009 Waikato-Tainui and the Crown signed the Deed of Settlement in relation to the Waikato River, and have 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.

The provision of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (the Settlement) applies to this agreement.

This agreement affirms the commitment between Waikato-Tainui and Waikato District Council to:

(a) enter into an new era of co-management over the Waikato River ;

(b) achieve the overarching purpose of the the Settlement to restore and protect the health and well being of the Waikato River for future generations; and

(c) To provide an enhanced relationship between Waikato-Tainui and the Waikato District Council on areas of common interest.

PRINCIPLES

The following principles form the basis for this agreement.

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

To Waikato-Tainui, the Waikato River is a tupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. The River has its own mauri, its own spiritual energy and its own powerful identity. It is a single indivisible being.

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. The Waikato River sustains the people physically and spiritually. It brings them peace in times of stress, relief from illness and pain, and cleanses and purifies their bodies and souls from the many problems that surround them. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring and perpetual.

Mana whakahaere (authority and rights of control)

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.

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). For Waikato-Tainui, mana whakahaere has long been exercised under the mana of the Kiingitanga.

Health and wellbeing

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.

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.

Co-management

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:

(a) the highest level of good faith engagement; and

(b) 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.

To be effective, co-management must be implemented and achieved at a number of levels and across a range of management agencies, bodies and authorities, including (but not limited to) the following:

(a) The development, amendment and implementation of strategies, policy, legislation and regulations that may potentially impact on the health and wellbeing of the Waikato River; and

(b) The processes for granting, transfer, variation and renewal of consents, licenses, permits and other authorisations for all activities that potentially impact on the health and wellbeing of the Waikato River; and

(c) include provision 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.

(d) Co-managememt will provide for early and effective input from Waikato-Tainui, rather than simply an obligation to consult.

Integration

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.

Underpinning the deed of settlement is the principle of honour and integrity. Waikato-Tainui and the Crown entered into the deed of settlement in good faith relying on the commitments of each other contained in the deed 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.

PURPOSE

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 under the Local Government Act 2002, where appropriate the Resource Management Act 1991and the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation.

2. This agreement is to be applied and interpreted in accordance with the relevant provisions of the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation.

3. This agreement is to be applied and interpreted in accordance with the relevant provisions of the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation.

4. This agreement is to be interpreted in light of the relationship between the Crown and Waikato-Tainui under Te Tiriti o Waitangi.

THE RELATIONSHIP

5. Both Waikato-Tainui and Waikato District Council have over many years had an informal relationship at both governance and management levels. This relationship to some extent has not been fully expressed and is often limited to the formalities of the Resource Management Act 1991 and the Local Government Act 2002.

6. The settlement of the Waikato River claim between the Crown and Waikato-Tainui highlights the importance of localised arrangements. This approach will be formalised in this Agreement.

7. Waikato-Tainui and Waikato District Council shares areas of commonality in terms of structure, constituency, democratic appointment, geographic influence, natural resource management, political, social and economic imperatives and long term generational planning.

8. Waikato District Council's geographic influence is from just north of Karapiro to Te Puuaha o Waikato (with the pending transition of Franklin District Council) and thus can directly support the mana whakahaere of Waikato-Tainui.

GUIDING PRINCIPLES

9. In exercising a power or performing a function or duty, under this agreement, Waikato District Council and the Waikato Raupatu River Trust will:

(a) work together to achieve the overarching purpose of this settlement, being to restore and protect the health and wellbeing of the Waikato River;

(b) recognise and give 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) recognise the statutory functions, powers and duties of the local authority, including under legislation such as the Local Government Act 2002 and the Resource Management Act 1991;

(d) respect the mana whakahaere rights and responsibilities of Waikato-Tainui in accordance with tikanga to ensure the balance and mauri of the Waikato River are maintained;

(e) act in a manner consistent with the principles of Te Tiriti o Waitangi;

(f) take 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 Waikato District Council;

(g) commit to work together in good faith and with a spirit of co-operation;

(h) commit to open, honest and transparent communication;

(i) commit to participate effectively in co-management;

(j) recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise;

(k) ensure early engagement and a 'no surprises' approach;

(l) recognise that the relationship between the parties will evolve;

(m) respect the independence of the parties and their individual mandates, roles and responsibilities in relation to the Waikato River;

(n) recognise that co-management operates within statutory frameworks that must be complied with; and

(o) commit to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks.

PRINCIPLES OF ENGAGEMENT

10. In addition to the guiding principles set out in clause 24, the following principles will apply to engagement between the parties:

(a) the Parties will immediately engage with eachother following the identification of any relevant matters under agreement.

(b) the Waikato Raupatu River Trust will be provided with sufficient information to make informed decisions;

(c) Waikato District Council will be provided with sufficient information to make informed decisions such as (but not limited to) sites of significance and cultural practices (as appended) and any regulations established under the Settlement Legislation;.

(d) the Waikato Raupatu River Trust will be provided with sufficient time to discharge their responsibilities under this agreement; and

(e) Waikato District Council will recognise and provide for the any recommendations and information provided by Waikato-Tainui under this Agreement.

OBJECTIVES AND DUTIES OF THE PARTIES

Joint objectives

11. The Parties are committed to:

(a) the restoration and protection of the health and wellbeing of the Waikato River for future generations; and

(b) establishing and maintaining a positive, co-operative and enduring relationship consistent with the guiding principles and the principles for engagement.

(c) work co-operatively on matters of common interest to both parties.

Waikato-Tainui objectives for the Waikato River

(a) the restoration and protection of the health and well-being of the Waikato River;

(b) the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their cultural, environmental, spiritual, social, and economic relationships;

(c) the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River;

(d) the adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the River;

(e) the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and well-being of the River;

(f) the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;

(g) the protection and enhancement of significant sites, fisheries, flora and fauna; and

(h) the application to the above of both matauranga Maaori and latest available scientific methods.

Waikato District Council Objectives

(a) To comply with, and meet our statutory obligations under the Resource Management Act 1991 and the Local Government Act 2004.

(b) To improve the health and well being of the Waikato River.

(c) To provide for and promote the vision and strategy.

(d) To provide long-term certainty to planning, policy and resource consent documentation and processes.

(e) To maintain the Vision of Waikato District Council.

(f) To enhance the Districts"Well beings".

(g) To promote the mana whakahaere of Waikato-Tainui and acknowledge the relationship the rest of the community has with the Waikato River.

(h) To recognise the importance of the Waikato River to the region and the nation.

(i) To enter into a mutually beneficial relationship with Waikato-Tainui.

(j) To ensure and maintain no additional fiscal implications for rate payers unless agreed through the LTCCP process.

OBLIGATIONS UNDER THIS AGREEMENT

12. This agreement is between the Waikato Raupatu River Trust and Waikato District Council.

13. The parties to this agreement are bound by:

(a) the provisions and schedules to this agreement; and

(b) the provisions of the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation.

14. This agreement is intended by the parties to be legally binding.

SCHEDULES TO THIS AGREEMENT

15. These Schedules outline the process for engagement to achieve the purpose, principles and objectives of this Agreement.

16. The following Schedules will form part of this Agreement:

(a) Monitoring and Enforcement;

(b) Resource Consents;

(c) Preparation, review or change of a Resource Management Act planning document;

(d) Land Management, Acquisition and Disposal;

(e) Customary Activities;

(f) Management of Sites of Significance;

(g) Staff Awareness and Training; and

(h) Any other Schedules that the Parties may agree to.

17. The Schedules must be completed within 3 months of the signing of this Agreement.

18. The Parties may agree to develop further Schedules outside of the period specified in clause 17.

MEETINGS BETWEEN THE PARTIES

19. The parties to this agreement will have regular Principals' meetings to achieve the purposes of this agreement.

20. There will be co-chairs presiding over the Principals' meetings, each of the parties will elect a co-chair to represent Waikato District Council and the Waikato Raupatu River Trust.

21. The Principal's meetings will include the chair of the Waikato Raupatu River Trust and three other representatives of Waikato-Tainui appointed by the Waikato Raupatu River Trust and;

The Mayor of Waikato District Council and three other members appointed by elected members of Waikato District Council.

22. Others may also be invited to attend the meetings for the purposes of technical support.

23. Any decision made at a Principal's meetings will be at the highest level of good faith and by a process of consensus.

24. Principals' meetings will be held at least bi-annually on dates and venues to be agreed between the parties, provided that the first meeting is held at least within six months of the signing of this agreement.

25. The parties prior to each Principals' meeting will send each other a suggested list of agenda items to be confirmed by the co-chairs.

26. The parties to this agreement will provide for secretariat services for each meeting. The secretariats role will include;

    (a) Documenting agenda items;

    (b) Preparing the minutes of meetings;

    (c) Providing reports to participants; and

    (d) Such other services as may be agreed by the parties.

INFORMATION SHARING

27. The parties recognise the benefit of mutual information exchange.

28. The Waikato District Council will make available to Waikato-Tainui all existing information held by, or reasonably accessible to, Waikato District Council 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.

29. In addition to the provision of information the local authority will if requested by Waikato-Tainui, make available reports that the local authority has received that relate to the management of the natural resources within the agreement area.

30. Clauses 28 and 29 are subject to any legal obligation that the Waikato District Council has to comply with in terms of the provision of information.

31. The Waikato Raupatu Trust will make available to Waikato District Council information, where appropriate, requested by Waikato District Council to enable it to fulfil its statutory obligations.

COMMUNICATION BETWEEN THE PARTIES

32. The Waikato District Council and Waikato-Tainui will establish and maintain effective and efficient communication with each other on a continuing basis by:

    (a) Waikato-Tainui providing, and Waikato District Council maintaining, contact details for the Waikato-Tainui personnel responsible for engagement under this agreement;

    (b) Waikato District Council providing, and Waikato-Tainui maintaining, contact details for the Waikato District Council personnel responsible for engagement under this agreement.

    (c) providing reasonable opportunities for relevant personnel from both parties to meet with each other, including arranging meetings to discuss and (if possible) resolve any issue when required; and

    (d) identifying staff who will be working closely with staff of the other party, and informing those staff of the contents of this agreement and their roles and responsibilities under it.

RESOLUTION OF ISSUES

33. 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.

34. The process set out below provides the basis for addressing and resolving issues between the parties. The principles to apply to the resolution of issues process are:

    (a) Timely and expeditious resolution.

    (b) Act in good faith and with co-operation.

    (c) Accept the outcome of what is resolved.

35. Where either party is concerned over any issue arising under this agreement, that concerned party must give notice to the other party as soon as is practicable, and the parties will engage on how any issues of concern may be addressed. This engagement must be conducted in a co-operative, open-minded and timely manner.

36. If required, the parties may agree to the appointment of a mediator to preside over any issues arising in the notice given in clause 35.

37. The engagement under clause 35 must take place for a period of no more than 20 business days, unless agreed by the parties.

38. If, following the engagement under clause 37, either party considers that there are issues that still require resolution, that party may give notice in writing under this clause that a mediation process is to be invoked.

39. Where notice is given under clause 35:

    (a) the matter may be referred to the mediator appointed under clause 36;

    (b) the parties will participate in a mediation process in a co-operative, open-minded and timely manner and will use their best endeavours to resolve any dispute;

    (c) in participating in a mediation process the parties will have particular regard to the context for this agreement and statutory timeframes;

    (d) pending the resolution of any issue, the parties will use their best endeavours to continue to work together in a co-operative and timely manner under this agreement;

    (e) the mediation process will continue for a period of no more than 40 business days from the date of referral to the mediator under clause 39(a); and

    (f) the parties to the mediation process will bear their own costs in relation to the resolution of any issue, and the costs of the mediator (and associated costs) will be shared equally between the parties.

40. If, following the mediation process under clause 39, any issue has not been resolved, either party may refer that issue to the Minister for the Environment.

REVIEW AND AMENDMENT

41. The parties agree that this agreement is a living document which should be updated and adapted to take account of future developments.

42. The first review of this agreement will take place no later than two years from the date upon which this agreement is signed.

43. Following the initial review under clause 42, this agreement will be reviewed on dates as may be agreed between the parties, but at intervals of no more than five years.

44. The parties may only amend this agreement by agreement in writing.

45. In reviewing this agreement, the parties will:

    (a) discuss the potential to transfer a relevant power, function or duty, as provided for in section 33 of the RMA, to Waikato-Tainui;

    (b) discuss any impediments to the parties fulfilling their obligations under this agreement;

(c) discuss any foreseeable matters which may impact on the purpose of this agreement;

(d) discuss any outstanding matters that have not yet been achieved under this agreement;

(e) develop a joint report to the governance entity of the respective parties; and

(f) discuss any other matters that either party considers relevant to such a review.

SUSPENSION OF JOINT MANAGEMENT AGREEMENT

46. The Waikato Raupatu River Trust and the Waikato District Council from time to time may agree in writing to suspend in whole or in part, the operation of this agreement.

47. In reaching such agreement the parties will specify the scope and duration of such a suspension.

48. To avoid doubt there is no right to terminate this agreement.

TRANSFER AND DELEGATIONS

49. Nothing in this agreement does not preclude Waikato District Council effecting a transfer or a delegation to the Waikato Raupatu River Trust.

DEFINITIONS AND INTERPRETATION

50. The provisions of this agreement shall be interpreted in a manner that best furthers the purpose of this agreement and is consistent with the principles set out in clauses [to insert] of this agreement;

51. In this agreement, unless the context requires otherwise:

(a) terms defined in the deed of settlement and the settlement legislation have the same meaning in this agreement;

(b) agreement means this joint management agreement and agreed schedules;

(c) agreement area means the agreement area stated in each schedule to this Agreement;

(d) Chief Executive means the Chief Executive of the Local Authority and includes any authorised employee of the Local Authority acting for and on behalf of the Chief Executive;

(e) 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 Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

(f) Local authority means Waikato District Council;

(g) settlement legislation means the provisions of the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation;

(h) Waikato-Tainui means Waikato-Tainui Te Kauhanganui Incorporated in its capacity as trustee of the Waikato Raupatu River Trust;

WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

SIGNED as a Joint Management Agreement

SIGNED by

THE MAYOR of the

WAIKATO DISTRICT COUNCIL

Mayor Peter Harris

Chief Executive Officer – Gavin Ion

In the presence of

Witness

Date: 23 March 2010

WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

SIGNED for and on behalf of **WAIKATO-TAINUI** by

Tukoroirangi Morgan

Lady Raiha Mahuta

In the presence of

Witness

Date:23 March 2010