MANATU WHAKAAETANGA PARTNERSHIP AGREEMENT ("PA")

Mō (Between): TE TATAU O TE ARAWA and ROTORUA LAKES COUNCIL

Rā Whakamana (Date of Agreement): 18 December 2015

Kupu Arataki:

Tupu ki roto

Tupu ki waho

Tupu ki te whaiao ki te ao marama

He kupu ruarua wēnei na e whakaahua ana i te kī a ngā hapū me ngā iwi o Te Arawa ki te takere o te waka me te Kaunihera o ngā roto o Rotorua kia noho ngātahi ki te whao he ao ki tua e manakonuitia nei e ratau

Whiria te taura here tangata

Tuamakatia

Purutia Rotorua tatau katoa,

Tihei Mauriora

When we grow within

We develop without

Together we gain understanding and reach our highest goals

This agreement embodies the intention of Te Arawa and Rotorua Lakes Council to establish an enduring partnership which creates a future that benefits the community as a whole.

Let us strengthen the ties that bind us

Let us tighten them

To ensure that Rotorua prospers,

Behold there is life

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1. Te Kaupapa Matua (Purpose of this PA)

This agreement sets out the framework for an ongoing relationship between Council and Te Tatau. The purpose of this agreement is to outline the partnership objectives, principles, expectations and deliverables of the partnership between Te Arawa and the Rotorua Lakes Council.

2. Te Tāhuhu o te Waka Hourua (Partnership Background)

2.1 Ngā Rōpu (Parties):

Te Tatau o Te Arawa Charitable Trust

Te Tatau o Te Arawa Charitable Trust ("Te Tatau") is represented under this PA by the Te Arawa Partnership Board which acts in the interests of Te Arawa whānui and all members of Te Tatau (including, but not limited to, Te Pūkenga Koeke o Te Arawa, Te Arawa Marae, Te Arawa hapū and lwi; Pan-Te Arawa entities; Māori Land Trusts and Incorporations and Mātāwaka groups, and individual members of Te Arawa) within the Rotorua district; as set out in Te Tatau's Trust Deed.

Rotorua Lakes Council

Rotorua Lakes Council ("Council") is represented under this PA by the Mayor and Councillors of Council. The purpose of Council is to enable democratic local decision-making and action by, and on behalf of, the Rotorua district community; and to meet the current and future needs of the Rotorua district community for good-quality local infrastructure, local public services and performance of regulatory functions in a way that is most cost-effective for households and businesses.

2.2 Te Rohe (Area covered by PA)

This PA relates to the geographical area defined as the Rotorua District as per Schedule A.

2.3 Te Hanga o Te Waka Hourua (Establishment of the Partnership)

Te Arawa iwi and hapū are Tāngata Whenua of Rotorua district having being the first inhabitants of the lands here several hundred years ago. As such Te Arawa have a deep connection and commitment to the environment, economy, people and communities of the district. To this end Te Arawa have been consistent in their desire, as manawhenua, to be more involved in the planning and decision making of Rotorua Lakes Council and believe a stronger partnership could achieve this.

Council has statutory and legal obligations to improve communication, consultation and its relationship with Tangata Whenua and Māori, to recognise the Treaty of Waitangi and to facilitate participation by Māori in council decision-making processes. Further, in 2013 Council articulated a commitment to develop a new partnership model with Te Arawa.

Te Arawa developed and presented a preferred partnership model, and on 26 May 2015 following significant community engagement, a modified model was agreed to with Council.

A detailed history leading to the establishment of the partnership is included as Schedule B.

3. Te Pūnaha Waka Hourua (Partnership Model)

The agreed model provides for the following mechanisms to enable Te Arawa participation in council decision making:

- Establishment of an independent Te Arawa board who will represent the collective interests of Te Arawa with Council
- Appointment of two Te Arawa board members to the Strategy, Policy & Finance and Operations & Monitoring committees of Council
- Appointment of a representative to Council's RMA Policy committee
- Appointment of Te Arawa people to Council's strategy working groups
- Annual Council funding to support the operations of the board as per funding agreement.

4. Ngā Whāinga (Goals of the Partnership)

The parties commit to the following goals for the partnership under this PA:

- to provide a framework for the parties to work together towards improving Rotorua;
- to provide mechanisms and resources that assist Te Arawa to participate in Council policy, planning and other decision making processes
- to facilitate the sharing of information to build better understanding that enhance collaboration and strategic thinking about Rotorua's future
- to assist Council with its decision-making and other processes; exercise of functions; and exercise of powers by meeting five objectives ("the five objectives") to:
 - help Council meet its Rotorua 2030 commitment to effectively partner with Te Arawa;
 - o improve the delivery of Council's legal and statutory obligations to Māori;
 - o strengthen Te Arawa's participation in Council decision-making;
 - identify strategic opportunities to work closely together for the betterment of Rotorua district; and
 - o build iwi capacity and capability to partner with local government
- to assist Te Tatau to:
 - o achieve the Te Arawa 2030 vision
 - o support the Council to grow its capacity and capability to effectively and meaningfully engage with Te Arawa hapū and iwi
 - Realise opportunities (that arise from time to time) that both parties agree are mutually beneficial

5. Ngā Mātāpono me Ngā Uaratanga (Principles & Values of the Relationship)

5.1 Ngā Mātāpono (Partnership Principles)

Both parties agree to honour the following principles in the conduct of the relationship:

- we work together in good faith to safeguard and promote the mutual interests of the parties in improving outcomes for the hapū and iwi of Te Arawa, and people of the Rotorua district generally;
- we act in ways that enhance the mana of both parties;
- we create and foster a high trust relationship and environment that allows the parties to work together while growing within their own tikanga (customs, obligations and conditions) and pursuing their own interests and priorities;
- we work towards solutions with rationality & honesty of purpose;
- we resolve any differences simply, effectively and in a manner that supports a long term, intergenerational partnership;
- we seek opportunities to share skills, knowledge & information;
- we acknowledge the shared interests of the parties in the development and promulgation of strategy, policy and legislation/by-laws that affects Te Arawa hapū and iwi, Māori and the Rotorua community; and
- we acknowledge Council's interest in the development and promulgation of strategy, policy and legislation on behalf of Rotorua ratepayers and residents and in managing the allocation of public financial resources.

Both parties also acknowledge the Council's guiding principles of good governance for Elected Members to Council:

- Community pride: Decisions made will be in the best interests of the Rotorua community, and will assist in ensuring that the Rotorua district continues to be one where people want to live, work and play
- Leadership: Members should engage enthusiastically and empathetically with the community so as to learn and act upon issues of local concern
- Consensus: Members are encouraged to strive towards reaching an agreed view/position on decisions and objectives so as to be able to show support of the unified culture of the Council
- Collective responsibility: Members should give regard to the agreed view/position of the Council by ensuring we express fairly and in a positive and supportive manner when representing the Council both in written and oral presentations
- Honesty and integrity: Members should not place ourselves in situations where our honesty and integrity may be questioned, should not behave improperly, and should on all occasions avoid the appearance of such behaviour
- Respect for others: Members should promote equality by not discriminating unlawfully against any person, and shall always treat people with respect
- Community engagement: Members should regularly be involved in communication/engagement with citizens, individuals and groups. They should work towards ensuring everyone is informed

5.2 Ngā Uaratanga o Te Arawa (Te Arawa Values)

Both parties agree to honour the following values in the conduct of the relationship:

- Tikanga and Kawa: We respect and practise Te Arawa tikanga and kawa;
- Tatau Tatau: We work together towards a shared vision, we value diversity and promote collaborative solutions;
- Rangatiratanga: We recognise that each partner has autonomy, different lines of accountability and we enable each party to develop and grow in its own way while recognising and acknowledging each other's independence;
- Whakaaro Pai: We will create an environment of trust, good will and respect towards each other, recognising and understanding the capabilities and constraints each party brings to the relationship;
- Manawhenua: We acknowledge and value the right for hapū and iwi to represent their specific interests directly with Council. We support this by focusing on the collective interests of Te Arawa and play an enabling role for hapū and iwi to have direct engagement with Council;
- Tauutuutu: We recognise and value balance and reciprocity;
- Whakapapa: We respect Te Arawa whakapapa and the origins of kaupapa;
- Te Tiriti o Waitangi: We respect the intent, the full text, the principles, and application of Te Tiriti o Waitangi; and
- Fenton Agreement: We respect the intent, the full text and the principles of the Fenton Agreement

5.3 Ngā Uaratanga o Te Kaunihera (Council Values)

Both parties respect the following Council values in the conduct of the relationship:

- Inspire: we take pride in what we do and how we make a positive difference in our community
- Help: we're always approachable and supportive and go the extra mile
- Innovate: we're empowered to be solutions focused and always look for continuous improvement
- Respect: we treat every person as we would like to be treated
- Engage: we communicate and work together with the Rotorua community, including hapū and iwi, to achieve the best outcome

6. Ngā Pito Mata (Agreed Expectations)

The following outlines the expectations of each party across aspects of the partnership.

- 6.1 Ngā Pito Mata o te Kaunihera (Rotorua Lakes Council agrees to):
 - Facilitate quarterly meetings at the senior governance and executive levels of both parties to ensure regular communication.
 - Provide a mutually agreed to staff member to act as the key operational liaison for the executive officer of Te Tatau

- Provide non-confidential information to the board or other person who acts on behalf of Te
 Tatau to assist the operations of Te Tatau and to build the capability of Te Arawa and Māori
 to participate in Council decision making
- Provide governance support and training to board members appointed to Council committees
- Consider joint submissions to central government with Te Tatau when appropriate
- Work together with Te Tatau to increase the participation of Māori in Council processes and initiatives generally

6.2 Ngā Pito Mata o Te Tatau (Te Tatau agrees to):

- Develop views and provide input on Council policy, plans, strategy and operations that may impact on Te Arawa and Māori, and the Rotorua community
- Actively keep Te Arawa whānui engaged across multiple channels including direct engagement with Te Arawa stakeholders no less than twice per year, on partnership related progress and to inform the board's input into Council decision making
- Provide non-confidential information to Council to assist the mutual goals of each party
- Consider joint submissions to central government with Council when appropriate
- Work with Council on the formulation, design and execution of work to implement the Council's statutory responsibilities towards Te Arawa
- Promote the participation of Māori in Council processes and initiatives generally
- Promote opportunities for Māori within Council

7. Ngā Hua o Te Waka Hourua (Agreed Deliverables)

Nothing in this PA shall be understood to require Council to use Te Tatau or to require Te Tatau to provide any services to Council, except as may be set forth in any funding or contractual agreement between the parties.

7.1 Ngā Hua o te Kaunihera (Rotorua Lakes Council agrees to):

- Provide the Funding in accordance with the Funding Agreement.
- At its sole discretion, and subject to each nominee (i) in the Council's reasonable opinion having the necessary skills, attributes and knowledge and (ii) complying with any requirements of Council, including signing confidentiality undertakings, appoint two representatives from the board who have been nominated by the board to the Strategy, policy & finance and the operations & monitoring committees of Council
- At its sole discretion, and subject to (i) in the Council's reasonable opinion having the
 necessary skills, attributes and knowledge and (ii) complying with any requirements of
 Council, including signing confidentiality undertakings, appoint a Te Arawa representative, as
 recommended by the board, to the RMA Policy committee of Council
- Provide an annual report outlining actions, resourcing and achievements regarding outcomes for Te Arawa and Māori in the Rotorua District and/or other information (as requested by the board) that assists the objectives of the partnership
- To meet, as Council, with the Te Arawa Partnership Board no less than two times per year

7.2 Ngã Hua o Te Tatau (Te Tatau agrees to):

- Upon request by Council, and pursuant to Schedule C, recommend suitable representatives
 from the members of the Te Arawa Partnership board for appointment on to Council
 committees, working groups and other advisory groups and procure that each
 representative has given their consent to sit on any such committee.
 - Should at any time and for any reason there is no person nominated by the Board appointed to any Committee; the Board will promptly nominate a suitably qualified person for that Committee.
- Upon request by Council, recommend suitable representatives from Te Arawa whānui for appointment on to working groups and other advisory groups and procure that each representative has given their consent to sit on any such working group and other advisory group.
- Hold "at large" Te Arawa elections every three years in alignment with Council's elections to appoint members to the Te Arawa partnership board in accordance with Te Tatau's Trust Deed.

In addition, within 24 months Te Tatau agrees to develop and present to Council:

- Te Arawa 2030 Vision
- Recommendations regarding Māori Engagement within the district.

8. Ngā Whakaritenga (Terms of the PA)

8.1 Te Roa (Term of PA)

This PA commences upon signing by both parties.

This PA is considered significant by Council therefore this PA may only be terminated by the mutual agreement of the parties, after conducting the following processes:

- Te Arawa to consult with whānau, hapū and iwi of Te Arawa to endorse or reject disestablishment of the partnership
- Council to secure a majority resolution from Councillors to disestablish the partnership subject to undertaking a Special Consultative Procedure.

8.2 Hunga Honohono (Lead Contacts)

To provide for consistent and effective communication between Te Tatau and Council, each party will appoint a Lead Contact to serve as its central point of contact on matters relating to this PA.

8.3 Ngā Whakaturetanga (Statutory and Contractual Obligations)

The parties acknowledge that Rotorua Lakes Council's relationship with and obligations to Te Tatau o Te Arawa are subject always to the statutory responsibilities, functions and powers of the Council and that this PA will not require the Council to act in any way contrary to its obligations pursuant to Council or under its statutory responsibilities, or pursuant to any contractual obligations it has established with other parties.

Also, nothing in this PA will preclude Te Tatau from furthering the interests of its members or Te Arawa whānui as it sees fit.

8.4 He Whanaungatanga Whānui (Non-exclusive Relationship)

The parties acknowledge that agreements under this PA do not create an exclusive relationship and each party may develop other appropriate relationships.

8.5 Te Mana Māngai (Representations)

The parties agree that they will not make any statement on the other's behalf to any third party without the express authorisation of the other party.

8.6 Korero Muna (Confidentiality)

The parties agree that unless otherwise required by law or by mutual agreement, all information shared in the partnership will be open to the public unless the information is of a sensitive nature and either party requests (in writing) it remains confidential.

The parties also acknowledge that information relating to or produced by the relationship may be required to be released under the Local Government Official Information and Meetings Act 1987. In the event that information is requested under this Act, both parties will co-operate to make the information available.

8.7 Panonitanga (Review and Variation of PA)

This PA records a commitment to a long-term ongoing relationship. The parties acknowledge that over time the nature and focus of the relationship will evolve to reflect changing circumstances. Therefore, the parties will meet solely for the purpose of reviewing this PA every three years and within 3 months of the start of a new Council triennium, or otherwise as mutually agreed.

The parties may at any time and by mutual agreement amend this agreement to reflect:

- changes to the goals of the relationship as they reflect changing circumstances; and
- any other changes both parties agree are necessary.

8.8 Whakatau Nawe (Dispute Resolution)

The parties will act at all times in good faith and with the goal of preserving their relationship. However, in the event of a dispute the parties agree to the following process:

- 1) in the first instance the agreed representatives of the parties will meet and attempt to resolve the dispute;
- 2) if following 1) the dispute is not resolved the parties will engage in mediation through an agreed process.

Date: 18 December 2015 Date: 18 Dec 2015 Hon Stephanie "Steve" Chadwick JP Te Taru White Mayor; Chairperson; Rotorua Lakes Council Te Tatau o Te Arawa Merepeka Raukawa-Tait Ngaroma Grant Portfolio Lead; Deputy Chairperson; Rotorua Lakes Council Te Tatau o Te Arawa In the Presence of: Halfaldso.
Tanta Tappell

Signatories

2 in Miriama Seaanelle HA Arianiterangi ST ROTORNA. 44 Ariariterangi St. Toni R. Gandy Rotorna. 34 Fronde St Watu Mihinul Kotorna Patrick Tamati & John Turi-Tiakitai 361 Old Taupo Road TE Rook + Morg Epapara 32 Ewert Street Robins. Den 115 WHata 308B Clayton Rd. Bruno GARDINER Rotati Itleretreeni Hooker, 2 Galbraith Street, Springfield, Rotorua 3015 Moreho Kangitavira 13 Matthew Pl. RoT. Paora Howe - 109 Valley Road, Mt Maurgoni, Tauraga Taparoto Nicholson Te Pula (NZMACI). Majorim Short - Pukeron Ormanhata. Margaret Herbert 4 Logan ST, Roto Wuki Nichoison Techana River Frit. Haran Ranghenea 12 spencer Rood, Rotorna Ananu Rangi Lewa 12 Spencer Rd Ria 5 Rotoma.

In the Presence of: Tiana Hodge, 515 Taharangi St, Koatu Merenia Hodge 21 Kharangi St. 12 Kouty WIKiToRia Marello 46 Joanne Cres Rotolog Homi. TEMBANA NHAKA VILLAGE Denise Enery Poronis Polly Herewini Haumoana ST Marke Mohn Actorie as Roseana Hha Rosonia Laker Council Jean-Paul Gasten Rotorua Lakes council. Rotorna Lakes Comal Craia Tirianos Marrien Jelly Jus Stromas Hormer Regearan Storly Marki Whakaue Kuia Ja 11 Ngati" Rangiwewehi MBidos 1600 BADELO NGATI RANGINEWEH! Helen Messevger A Nopati Pikiao Rende Gillies Ngati Whakaere/ Trebourary Merama King Ngote Whakaue Ngat. Pikiao 11 n Ngahi Whakuue Barnett Vercon Althea Vercoe Tilly-threst Harry H. HD IXAD Robona (akes Council) Whakave. Heather Keam.

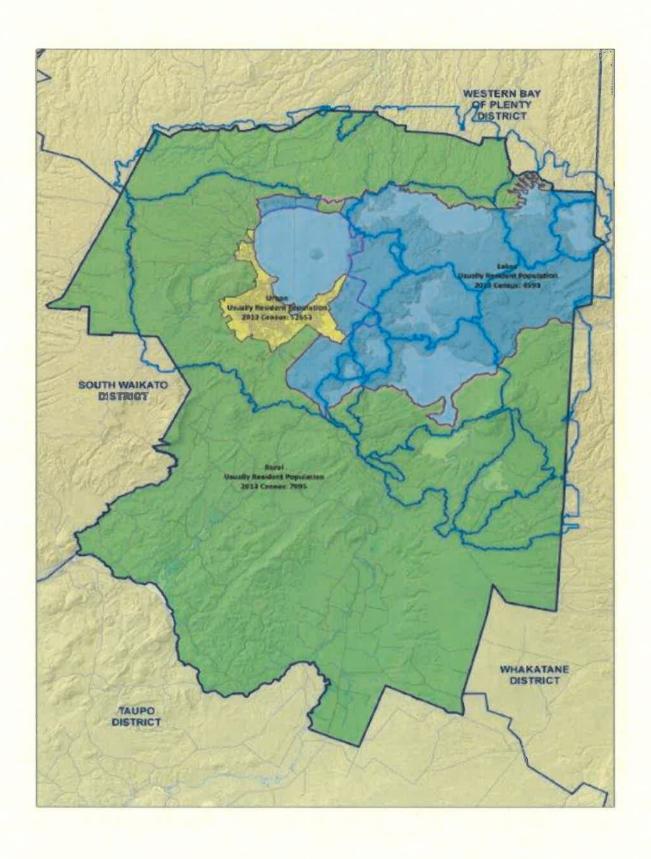
Shochamek Night mare of Kotoma Joselyn Kahnanki Hancock Ngat, Rangewewski Kmen Japui Fepunia Matil Rangewewski NATI A angure welli Militerine House Nooty Venutukopako. Rotorna Lalas Comunity Board. Ngethi Tahunga Phill Thomass Seorge Turnator Hineruga Repace Nacti Parua Ngoti Whakaux Sonia Ngapuia Cooper DIE IRI VERGOE Tuhavrangi - Ngati Wahiao Ngati Whakave, Tuharangi Ngati Wahiao. Poku Mihimi Karla Rimugai Keleopa Jenny Rini Ngati Pikiao /Ngati Rongoma Frances lemakore-Curtis Awhina Coffey Tuhourangi Roimorta Seropart - Napri Pikao MARNICA. A RIFE - NORTH Whatiang MARK GOUNG ROMAN LAKES COUNCIL (CONNCILITOR) Hilde King (When) - Neget, making niles tapsell-Ngati Whakave Chris Webber &MMWelly

In the Presence of: 3 Murray Rol Rotorcia. Bryce Mierray. 2 Larcy Rd, Rotorna Lana Ngawhika Nikolara Biasing-Tule 10 Awatea Terrace. Roforsa Geoffren Proe Ngati Two Ngati Te Ngakas. Tajanka. Joe Jahara Ngati Pikiao Horia Whala -Ngati Pikiao Wairangi Whater Ngah Pikiao Tania towner Ngati Pikiao Rangimorie Turner Ngati Pikigo. Liki Thomas c/- Mourea Postal agency, Rotoma. Carol Hamona 21 Otavamarae Rd. RD4 Rotoria Realph Tune Ngati Manapoto. Koland King Ngati Piking Waati Pikiao Lucy Tahana Ngati Pekiac Jacke Jahana Joans Doherty Ngati Pikiao Donnarde Raukawa Doughty Ngati Ragethi Ngati Kea, Ngāti Tuara, Wellyton MARIA BARGH Matekino Kameta Ngati P. Kiao / Ngali Te Rangiunuora.

In the Presence of:

Lieux Jung Riss To Wellece Pain Corner, Mos, Roberna, Clark tirika us Jihi Road Apringfield. Paris. Témihoy Tokowkai 1239 Cloyton Rd Rotorua Te Makan Such Ngati Parna, Ngati Pikian Chanz Mkaere Ngati Whakane / Pukaki / Tunohōpu PIA Mikaere Ngati Whakane / Pukaki / Tunohōpu PIA Mikaere Pour Paremanani Whata- Jones / TE AMERICA
Tania Tapsell Agati Whatave Tiaho ANIKI Annimate-Potar Blihama Hancock annimate - Rotar Britana Hancock annimate . Ranginewski. Marama Meikle Muhil Hariata Kerespar Akongs Strant Rotoka Havril. Andrea Colledge De Loviata Kohumi Ngali Tunohan 11 Ngali Tunohopu Venukukopako Te Rovo d Te Roungi. Pikiao. Lossaphile Mokamaruna Stoti - Ngati Whakane ha. Denise Jenkins Ngati Wakane 15

SCHEDULE A: TE ROHE O ROTORUA



SCHEDULE B: HISTORY OF THE ESTABLISHMENT OF THE PARTNERSHIP

1993: Te Arawa Standing Committee established to provide Māori input into council decisions and to help the council meet its legal and statutory responsibilities to Māori

2002: The Local Government Act 2002 requires councils to consider and promote the current and future well-being of communities. It also introduced new responsibilities and opportunities for engagement and cooperation between councils and Māori.

2009-2012: Concerns expressed at varying times by Te Arawa about the effectiveness of the then committee and council practices around matters in which Māori had interests.

2010: Human Rights Commission report *Māori Representation in Local Government: The Continuing Challenge* recommends that discussions should take place between councils and lwi about Māori seats and Māori representation prior to the next representation review (for Rotorua this is in 2015 – 2016 term).

2012: The Environment Court rules against Council and identifies the need for the council to improve iwi consultation and involvement.

Early 2013: Decision taken to undertake independent lwi communication audit and to review Te Arawa Standing Committee

2013: Initial findings of the audit and review lead to the sharing of potential options to improve council's lwi consultation and involvement.

Late 2013 to early 2014: Council adoption of Rotorua 2030 vision, including a commitment to developing a new partnership model with Te Arawa. Te Arawa Partnership portfolio established. Portfolio group decide to further explore partnership options. Hui held with Te Arawa asking them to develop a partnership model.

May 2014: Council forum, discussion on initial draft of potential models

May to December 2014: Te Arawa holds round of consultation hui with Te Arawa community to gain agreement on model

18 December 2014: Presentation of Te Arawa proposal to Council.

26 Feb to 11 May 2015: Special Consultative Procedure undertaken with the public, including district-wide public information sessions. Nearly 2000 written submissions were received through this process; and 5 days of hearings with Council.

26 May 2015: A modified version of the Te Arawa Partnership Model was agreed to by Council.

SCHEDULE C: COUNCIL COMMITTEE APPOINTMENTS

1. Appointment of members to Committees

- a. After Te Tatau o Te Arawa Board Members have been elected in accordance with its trust deed, Te Tatau will provide the Council with nominations to Council committees and other bodies ("Committees") from the Board.
- b. At the time that the Committees are reconstituted following the Council's triennial elections, the Council will treat all persons sitting on the prior Committees as being renominated by Te Tatau, unless Te Tatau provide new nominations to Council at that time.

2. Filling vacancies

If, at any time and for any reason:

- a. there are less than the number of persons nominated by Te Tatau appointed to any Committee as are required by the Partnership Agreement;
- b. the Council requests in writing that Te Tatau nominate a person for appointment to a Committee;
- c. the Council has not appointed, or has removed, any person nominated by Te Tatau for appointment to a Committee; or
- d. Te Tatau has requested that a representative nominated by it be removed from a Committee,

Te Tatau will promptly nominate to Council a suitably qualified person from the Board for addition to that committee or other body.

3. No obligation to appoint

The Council will not be obligated to appoint any person nominated to a Committee, in particular if:

- a. the person is not suitably qualified for the Committee; or
- b. the person does not sign a confidentiality agreement on terms approved by the Council

4. No tenure once appointed

The Council may remove, at any time and at its sole discretion, any person that has been appointed to a Committee. However, any such removal of any Te Tatau nominated appointee will be undertaken in accordance with the objectives, principles and values of the Partnership Agreement.

5. Assurance

Te Tatau will procure and ensure that each person nominated by it to sit on a Committee:

- a. effectively represents the Te Arawa partnership on the Committee;
- b. appropriately prepares for any Committee meeting;
- c. attends and contributes to all Committee meetings, except where there is a valid reason for their absence; and

- d. comply with the obligations and standards generally imposed by Council on members of the Committees, including:
 - i. meetings and decision-making requirements;
 - ii. any applicable code of Conduct;
 - iii. Local Government Official Information and Meetings Act 1987;
 - iv. standing orders;
 - v. rules regarding conflict of interests and pecuniary interests.