

PARTNERSHIP AGREEMENT

Waikato River Authority
and
Waikato Regional Council



CONTENTS

PARTNERSHIP AGREEMENT	SCHEDULE ONE	6
1 Parties	Geographical Jurisdictions of the WRA and the Council	
1 Background	6 Map 1	
2 Definitions	7 Map 2	
3 Purpose		
3 Legal Intent		
3 Principles	SCHEDULE TWO	8
3 Objectives	Hearing Commissioner Protocol	
4 Meetings	8 Statutory Requirements (Summary)	
4 Term and Review	8 Maintenance of List (WRA)	
4 Amendments	8 Notification Process (Council)	
5 Termination	8 Turnaround Times for Appointments (WRA)	
5 Dispute Resolution	9 Other Matters	
	9 Operational Review	
	9 Conflict and Technical Resolution	
	SCHEDULE THREE	10
	Information Sharing Protocol	
	10 Purposes of Sharing Information	
	10 Approaches to Information Sharing	
	10 Organisational Responsibility for Protocol Implementation	
	10 Types of Information Subject to this Protocol	
	11 Access to Information	
	11 Operational Guidelines	
	12 Limits and Constraints on Information Sharing	
	13 Cost Sharing and Recovery	
	14 Conflict Resolution	
	14 Amendments	
	SCHEDULE FOUR	15
	Media and External Communications Protocol	
	15 Background	
	15 Media Spokespeople	
	15 Written Joint Statements and Reports to Meetings	
	15 Follow up Queries on Joint Matters	
	16 Individual Organisational Comments	
	16 Contact Points	
	SCHEDULE FIVE	17
	Shared Services and Other Assistance	
	17 Services	
	SCHEDULE SIX	18
	Policy Related Engagement	
	18 Background	
	18 Process	

PARTNERSHIP AGREEMENT

Dated:

24 November 2011

Parties:

1. **WAIKATO RIVER AUTHORITY (WRA)** a statutory body duly created by the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, the Ngati Tuwharetoa, Raukawa the Te Arawa River Iwi Waikato River Act 2010, and when enacted the Nga Wai O Maniapoto (Waipa River) Bill.
2. **WAIKATO REGIONAL COUNCIL** ("the Council"), a Regional Council duly constituted by the Local Government Act 2002.

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

Background:

1. Pursuant to the Enabling Legislation, the purpose of the WRA is to achieve the restoration and protection of the health and wellbeing of the River for future generations. This is to be achieved by setting the direction through the Vision and Strategy; by promoting an integrated, holistic and co-ordinated approach to the implementation of the Vision and Strategy; and through the management of the River; and by funding rehabilitation initiatives for the clean up of the River.
2. The WRA is a statutory body set up pursuant to the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (the "Waikato-Tainui Act"), the Ngati Tuwharetoa, Raukawa, the Te Arawa River Iwi Waikato River Act 2010 (the "Tuwharetoa, Raukawa and Te Arawa Act") and when enacted the Nga Wai O Maniapoto (Waipa River) Bill ("Maniapoto Bill"). Collectively this legislation is known as the "Enabling Legislation".
3. The purpose of the Enabling Legislation is to implement the Deed of Settlements between the various Waikato River iwi and the Crown relating to the Waikato River ("the River") and the Waipa river (areas defined below) with the Council being the regional authority fulfilling parts of the Crown's obligations under the Enabling Legislation, in conjunction with territorial authorities.
4. The Waikato-Tainui Act was the first statute to recognise, establish, and grant powers and functions to the WRA. Since then, the Tuwharetoa, Raukawa and Te Arawa Act and the soon to be enacted Maniapoto Bill have aligned provisions providing for the creation of the WRA and its associated powers and functions.
5. The geographical area of the WRA is the River and its catchments, including the Waipa river, defined in the Enabling Legislation as Areas A, B and C of SQ 409144 and as fully described in Schedule One.
6. The Council is a Regional Council pursuant to the Local Government Act 2002 and as such is responsible, amongst other things, for promoting the social, economic, environmental and cultural well-being of communities.

7. The geographical area of the Council is the Waikato region which includes the River and its catchments (and Areas A, B and C of SQ 409144 as described in the Enabling Legislation) and as fully described in Schedule One.
8. In this Partnership Agreement the Parties set out their intended relationship and approach to working together. The desired relationships is one that is co-operative, achievable and one that provided processes to be developed and implemented, to ensure that the objectives of the Vision and Strategy are met.

1. Definitions:

"Commencement Date" means the date of the last signature to this Partnership Agreement.

"Council Representative" means the person nominated by Council and appointed by the Crown to the WRA.

"Enabling Legislation" means the following legislation collectively; Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, the Ngati Tuwharetoa, Raukawa, Te Arawa River Iwi Waikato River Act 2010 and Nga Wai O Maniapoto (Waipa River) Bill (and its associated legislation once enacted).

"Hearing Commissioner" means a commissioner appointed by both the WRA and the Council to sit on a RMA hearing.

"Hearing Commissioner Protocol" means the protocol that has been jointly developed and as further described in Schedule Two.

"Information Protocol" means the information access and sharing protocol that has been jointly developed and as further described in Schedule Three.

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

"Maniapoto Bill" means Nga Wai O Maniapoto (Waipa River) Bill which will change to a statute once enacted by Parliament.

"WRA Representative" means the person nominated and approved by the WRA as the representative to resolve disputes.

"River" means the Waikato River and its catchments, including the Waipa river, defined in the Enabling Legislation as Areas A, B and C of SQ 409144 as described in Schedule One.

"RMA" means the Resource Management Act 1991.

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

"Te Ture Whaimana" refers to the Vision and Strategy for the River and has the same meaning given to it under the Waikato-Tainui Act.

"Waikato-Tainui Act" means Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

2. Purpose:

2.1 The Purpose of this Partnership Agreement is to:

- (a) Establish, develop and formally record the working relationship between the WRA and the Council;
- (b) Provide a forum for exploring areas of support and assistance, which could include shared service arrangements as well as the provision of sharing of information and advice between the Parties;
- (c) Foster WRA engagement with the Council's policies and plans;
- (d) Develop protocols and processes for the WRA registered Hearing Commissioners; and
- (e) Provide for the inclusion of additional support and development in the future.

3. Legal Intent:

3.1 Nothing in this Partnership Agreement shall substitute or supersede any statutory rights and obligations set out in the Enabling Legislation or any other legislation that applies to the Parties.

4. Principles:

- 4.1 The Parties shall work together in the utmost good faith to allow for the achievement of each Party's respective obligations under this Partnership Agreement.
- 4.2 Each Party shall communicate on matters of mutual interest in an open, honest, and respectful manner.
- 4.3 Where a Party has a significant difference in opinion or position on a matter that Party will advise the other Party of this difference so that both opinions can be acknowledged and accommodated, where appropriate.

5. Objectives:

5.1 The Parties agree to:

- (a) Engage and cooperate with one another to implement Te Ture Whaimana, including working with each other to ensure the relevant regional resource management policies and plans are consistent with Te Ture Whaimana, as described in Schedule Six; and
- (b) Provide advice and information to one another as required and where appropriate to enable the performance of each Party's respective duties and functions under the Enabling Legislation, the RMA and the LGA;
- (c) Provide early notification of opportunities for expressing views about decisions that may affect the parties or stakeholders;
- (d) Provide each other with copies of key strategic and planning documents that are likely to be of mutual interest at their earliest convenience;

- (e) Jointly monitor the Hearing Commissioner Protocol and processes for WRA's procurement of Hearing Commissioners for resource consent hearings as described in Schedule Two;
- (f) Jointly monitor an Information Protocol, whereby information including, but not limited to, written material in files and maps and other information in electronic formats as described in Schedule Three, are shared or accessible;
- (g) Jointly monitor a Media and External Communications Protocol to allow for the consistent management of information requests, the media and other relevant matters of mutual concerns as described in Schedule Four;
- (h) Provide assistance to one another regarding business processes and support where these have been separately agreed, which may include those described in Schedule Five;
- (i) Abide by and comply with the Local Government Official Information and Meetings Act 1987 and the Privacy Act 1993 when meeting and/or managing information requests; and
- (j) Assist one another in areas of work where the Parties agree or it is mutually beneficial.

6. Meetings:

- 6.1 The Chairman of the Council in his/her capacity as member of the WRA will report on matters not raised in committee, to the Council.
- 6.2 The Parties shall work together to ensure regular engagement, including establishing less formal meetings (working parties or collaborative meetings) for both strategic and operational purposes.

7. Term and Review:

- 7.1 This Partnership Agreement shall commence on the Commencement Date and shall remain in force until it is terminated in accordance with clause 10.
- 7.2 This Partnership Agreement shall be reviewed initially in twelve (12) months time from the Commencement Date (the "Initial Review") of this Partnership Agreement. After that it shall be reviewed at the commencement of each triennial term of the Council ("the Triennial Review"). For the sake of clarity, the first review shall be in April 2012, then November 2013, November 2016 and so on.

8. Amendments:

- 8.1 Amendments and variations to this Partnership Agreement shall be agreed from time to time by the Parties and operational schedules may be attached by the Chief Executives of the Council and the Secretary of the WRA.

9. Termination:

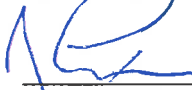
9.1 Either Party may terminate this Partnership Agreement by giving one month's notice in writing. However it is envisaged that this Partnership Agreement remains in place for some time as the underlying document which enables the Parties to progress their relationship, fulfil their statutory obligations and achieve cooperative ways of working together.

10. Dispute Resolution:

10.1 It is acknowledged that the Partnership Agreement is non-binding on both Parties. Should there be a dispute between the two Parties that is not resolved then an agreed alternative disputes management procedure will be used.


EXECUTED BY:

Signed for and on behalf of
Waikato River Authority



Signature:
JOHN LUXTON
Name (please print)


Signed for and on behalf of
Waikato River Authority



Signature:


Name (please print)
TUKOFOI RANGAI MOKERAN

Signed for and on behalf of
Waikato Regional Council



Signature:
Peter Lee Buckle
Name (please print)

In the presence of:



Witness signature
Clare Crockett
Witness name

HAMILTON
Address
DEPUTY CHIEF EXECUTIVE
Occupation

24/11/2011
Date

SCHEDULE ONE

Geographical Jurisdictions of the WRA and the Council

WRA Jurisdiction - the Waikato River and its Catchments including the Waipa River



Geographical Jurisdictions of the WRA and the Council

Council Jurisdiction – Waikato Region including the Waikato River and the Waipa River



WAIKATO REGIONAL COUNCIL JURISDICTION			Scale 1:1,450,000	A4
Created by:LMT Projection:NZTM Date:8 July 2011	Status:Final Request No.:21418 File name:21418.gws	Acknowledgments and Disclaimers Digital Boundary Data sourced from Statistics New Zealand. Textured Landcover Image derived from DEM data supplied by Landcare and the LCDB2 owned by the Ministry for the Environment and supplied by TerraLink International Limited.		
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SCHEDULE TWO

Hearing Commissioner Protocol

Hearing Commissioner Appointment and Management Protocol between the WRA and the Council

1. Statutory Requirements (Summary)

- 1.1 Resource Consent Hearing Committees shall be constituted in accordance with the RMA and the Waikato-Tainui Act.
- 1.2 The RMA provides for the appointment of Hearing Committees to hear and decide resource consent applications together with all the supporting procedural and administrative powers of the RMA.
- 1.3 Section 28 of the Waikato-Tainui Act sets out the Hearing Committee membership provisions for resource consent applications subject to section 26.

2. Maintenance of List (WRA)

- 2.1 The WRA must establish and maintain a register of Commissioners, in accordance with s25 of the Waikato-Tainui Act.

3. Notification Process (Council)

- 3.1 Council's Manager, Statutory Processes and/or delegate(s) shall notify the Secretary of the WRA within two (2) working days of being advised by Council's Resource Use Group staff, that a hearing will be required, and will:
 - (a) Provide information about the case and timeframes;
 - (b) Identify Council's potential Hearing Committee member, his/her skills, expertise and experience;
 - (c) Propose and discuss option(s) with a view to ensure that the Hearing Committee consists of members with an appropriate mix of skills, expertise and experience; and
 - (d) Propose and discuss potentially suitable candidate(s) for the role of jointly appointed Independent Chairperson.

4. Turnaround Times for Appointments (WRA)

- 4.1 To ensure that the appointment process can be carried out within the statutory timeframes* prescribed, and allowing sufficient time for Council to engage** the appointee and provide material/information/reports/hearing documentation for reading in advance of the hearing, the Secretary of the WRA shall advise Council's Manager, Statutory Processes of its appointee and confirm its agreement with the recommended jointly appointed Independent Chairperson, within 10 working days.

In the event that the WRA has not advised Council of its appointee by the hearing commencement date, and noting that Council must meet the requirements of the RMA, the hearing will proceed and the Hearing Committee shall consist of the Council's appointee and the Independent Chairperson.

Notes:

** In accordance with the RMA, s101 (2)(c), the hearing date for a resource consent application must be within 25 working days after the closing date for submissions on the application and s357C (3)(a), the hearing date for a s357 objection must be within 20 working days, unless, s37 and s37A extension of time applies.*

*** Engaged incorporates the appointee being:*

a) "confirmed" as a member of the Hearing Panel.

b) "contracted" as a member of the Hearing Panel, and that any training and mentoring requirements have been identified and provided.

5. Other Matters

5.1 Should Council or the WRA become aware that an appointee has a:

- (a) Potential conflict of interest issue, or
- (b) Significant non-availability issue

it shall contact the other partner immediately, to discuss and agree a solution.

6. Operational Review

6.1 The Secretary of the WRA and/or delegate(s) shall meet with those with operational responsibility in the Council for managing the hearing process on a six monthly basis, or more often as required, to discuss the following matters:

- (a) Administrative support matters pertaining to the hearings;
- (b) Issues arising from notification, selection of appointees, the (joint panel) hearings and decisions;
- (c) Any training, mentoring and/or knowledge/experience building issues and opportunities including feedback on the performance of hearing panel members; and
- (d) Any relevant statutory duty or responsibility as required.

This is designed to ensure that the process is regularly reviewed and matters in contention or problems are dealt with in a timely fashion.

7. Conflict and Technical Resolution

7.1 Any matters that cannot be resolved at officer level, for whatever reason, shall be elevated to the Chairpersons of both the Council and the WRA in the first instance. If the matter cannot be resolved at that point the Chairs shall report back to their respective bodies and seek guidance. Both bodies shall make every effort to keep the other partner aware of progress in managing an issue relating to the (joint panel) commissioner and hearing process.

SCHEDULE THREE

Information Sharing Protocol

Information Sharing Protocol between WRA and the Council

1. Purposes of Sharing Information

1.1 The purpose of this Protocol is to:

- (a) Facilitate the sharing of information between WRA and the Council to comply with both parties' commitments to protect the health and well-being of the River outlined in Te Ture Whaimana for the Waikato River in the Enabling Legislation to ensure a healthy Waikato River that is able to sustain abundant life and prosperous communities for generations to come.
- (b) Set out the types of information available for sharing, who may access the information, how the information is accessed, circumstances when it is permissible to recover the costs of sharing, and the responsibilities of the Council and WRA to manage the information sharing process.
- (c) Acknowledge that the Council has an obligation to abide by and comply with the Local Government Official Information and Meetings Act 1987 ("LGOIMA") and the Privacy Act 1993 when meeting and/or managing any information requests from WRA.
- (d) Acknowledge that WRA and the Council have obligations to handle culturally sensitive information with care when meeting and/or managing any information requests.

2. Approaches to Information Sharing

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

3. Organisational Responsibility for Protocol Implementation

3.1 Day-to-day organisational responsibility for this Protocol's implementation is the responsibility of:

- (a) the Chief Executive and Group Manager, Resource Information; and
- (b) the Board of Trustees' Secretary for WRA and one other nominated representative.

Each of the Parties may delegate day-to-day responsibility to other such nominated officers from each Party, 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 Subject to clause 7, 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) Council and WRA reports (including drafts);
- (e) Where appropriate information obtained from third parties;
- (f) Minutes of meetings (unless otherwise embargoed);
- (g) Operational files; and
- (h) Research reports and data.

5. Access to Information

5.1 Any request for information must be made through the Parties' nominated officers (refer to clause 3.1).

6. Operational Guidelines

- 6.1 To ensure that any sharing of information is carried out efficiently each request needs to clearly specify:
- (a) On whose behalf the request is being made (and if considered appropriate, that person's contact details);
 - (b) What information, or type of information, is being requested;
 - (c) In what format the information is needed (and any data transfer requirements);
 - (d) How the information is going to be stored;
 - (e) How the information is going to be used;
 - (f) What measures will be taken to protect any confidential information received and who will have access to it; and
 - (g) Any time constraints that exist in relation to the request.
- 6.2 If the Party receiving the request ("the disclosing Party") cannot meet any of the specifications set out in a request under clause 6.1, the disclosing Party will inform the Party making the request ("the receiving Party") of the issues as soon as practicable and where possible, suggest alternative options.
- 6.3 The disclosing Party will log all information requests received from the receiving Party in an information request log. Any mutually agreed amendments to the information requests are to be recorded in the log. Once the information request has been processed the disclosing Party should record in the log what information it is sharing with the receiving Party and (if any) the constraints that are being placed on the receiving party in relation to that information.
- 6.4 Both Parties will respect that one another has shared information and abide by any constraints or conditions placed on the storage, access and use of that information. If information was requested for one use, and the receiving Party intends to use the information for additional uses that might in any way breach specified constraints or conditions or good faith, then the receiving Party shall obtain the disclosing Party's written consent to use the shared information in that other way.

- 6.5 To enable both Parties to utilise any information shared between them effectively to achieve the purposes of this Protocol, the nominated officers from both Parties will consider arranging:
- (a) Remote access to information sources;
 - (b) Access to databases;
 - (c) Training; and
 - (d) Hosting and secondments of the other Party's organisation.
- 6.6 The conditions of each arrangement will be mutually agreed between the Parties.
- 6.7 Both Parties agree that where any access, training, hosting or secondment is provided under clause 6.5 that the good faith, legal requirements for information disclosure, and this Protocol will at all times be respected and complied with.
- 6.8 In order to monitor this Protocol, WRA and the Council will hold four meetings each year to review its operation. The venue for the meetings will alternate between the two Parties. The Parties will meet their own travel expenses. The expenses of organising each meeting will be borne by the host party.
- 6.9 At these quarterly meetings, the Parties will be represented by the nominated officers specified in clause 3.1. Each of the Parties may delegate responsibility to other such nominated representatives from each Party as agreed.
- 6.10 With the mutual agreement of both parties, invited representatives from other parties may from time to time attend where their attendance is relevant to the issues being discussed.

7. Limits and Constraints on Information Sharing

- 7.1 Both Parties acknowledge and accept that on occasion, owing to legal and cultural limits and constraints, they are unable to share specific items of information with one another or that the information shared is confidential.
- 7.2 Information that shall not be shared by one Party with the other Party includes:
- (a) Information that satisfies the "good reason for withholding" test set out in sections 5, 6, and 7 of LGOIMA and information that may be retained by the Council as set out in section 17 of LGOIMA;
 - (b) Information for which there is good reason for refusal of access as set out in Part 4 of the Privacy Act 1993;
 - (c) Information subject to licensing restrictions and/or confidentiality protocols;
 - (d) Information subject to constraints under the RMA including protected information set out in section 42 of the RMA; and
 - (e) Information relating to matters that are subjudice; and

- 7.3 Information on which constraints may be applied are:
- (a) Matters subject to constraints under the RMA (depending on the matter); and
 - (b) Culturally sensitive information where careful management of that information received in confidence is considered important for achieving the purpose of the legislation and wider release is not considered in the public interest.
- 7.4 Any confidential information disclosed for the purposes of this Protocol is and shall remain confidential. A receiving Party shall not use any confidential information disclosed to it, except for the purposes of this Protocol and shall not disclose such confidential information without the prior written consent of the disclosing party.
- 7.5 For the purposes of this Protocol, confidential information includes all technical know-how, financial information, trade secrets, and other commercially valuable information, associated with or related to that information and any proposed or actual project which is communicated or in any way provided to the receiving Party by the disclosing Party or which is obtained by observation or any other manner, but does not include such information which is or becomes part of the public domain otherwise than as the result of any unauthorised act or omission of the receiving Party, or which can be shown to be already in the receiving party's possession and not otherwise subject to obligations of confidentiality to the disclosing party.

8. Cost Sharing and Recovery

- 8.1 While the Parties shall make every effort to co-operate in sharing and managing information as set out in clause 2.1 above, both Parties acknowledge that one another has other commitments and responsibilities requiring staff and financial resources.
- 8.2 Where the disclosing Party already holds the information that the receiving Party requests it to provide and in the form requested, the costs of providing that information will be met by the disclosing Party to a maximum of \$300 for each transaction.
- 8.3 Where the disclosing Party would be required to:
- (a) Incur costs of more than \$300 to process an information request (including photocopying, but not including the assessment of whether that information is covered by clauses 7.2 and 7.3 above);
 - (b) Undertake further analysis of the information to be able to provide it in the form requested;
 - (c) Pay a third party licensing or other fees; or
 - (d) Provide information that is not directly linked to the joint duties and responsibilities of WRA and the Council in order to provide the information in the form requested, then the disclosing Party may invoice the receiving Party for its reasonable costs.
- 8.4 Both Parties agree to share the costs of providing information resources that meet the purposes of this Protocol. It is expected that these information resources include web hosting, personnel, and remote access. The allocation of costs and responsibilities for each of these shared information resources will be negotiated between the Parties' nominated officers at the quarterly meetings.
- 8.5 For all other matters where either Party incurs costs that are directly relevant to the purposes of this Protocol, the Parties' nominated officers will negotiate the allocation of these costs at the quarterly meetings.

9. Conflict Resolution

- 9.1 Any issue that cannot be resolved at officer level, for whatever reason, shall be elevated to the Chairpersons of both the Council and WRA in the first instance. If the issue cannot be resolved at that point the Chairs shall report back to their respective Parties and seek guidance. Both Parties shall make every effort to keep one another aware of progress in managing an issue under this Protocol.

10. Amendments

- 10.1 Amendments and variations to this Protocol may be triggered by:

- (a) Legislative amendment; or
- (b) A review of this Protocol or the Partnership Agreement.

- 10.2 All changes to this Protocol shall be inserted and dated and the earlier version attached to the end of this Protocol and clearly marked as such.

SCHEDULE FOUR

Media and External Communications Protocol

1. Background:

- 1.1 This Protocol is designed to cover:
 - (a) Any joint media and external communications the two Parties carry out together; and
 - (b) Any co-governance-related media and external communications the two Parties carry out separately that are directly relevant to one another. (For the purposes of this Protocol, "Directly Relevant" is defined as communications which specifically mention the other Party or deal with matters of specific interest to the other Party.)
- 1.2 The protocol will cover (but is not limited to) media and external communications such as media releases, internet sites and internal/external newsletters.

2. Media Spokespeople:

- 2.1 The WRA's official media/external communications spokesperson on matters related to the implementation of this Partnership Agreement will be either of the Co-chairs of the WRA.
- 2.2 The Council's official spokesperson will be the Chairman or Chief Executive.
- 2.3 Both Parties recognise that these official spokespeople may at times delegate others to put their names to communications.

3. Written Joint Statements and Reports to Meetings

- 3.1 Written joint media statements will generally be made in the name of the two official spokespeople with provision for them to have quotes individually attributed to them as appropriate.
- 3.2 After consultation and agreement between the two organisation's 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 official spokespeople or their specifically authorised delegate.
- 3.3 Both Parties will alert each other to the contents of reports going to public meetings on joint issues or directly relevant issues before they are formally put on the public agenda.

4. Follow up Queries on Joint Matters

- 4.1 It is possible that members of the media may:
 - (a) Access these reports to meetings before they occur;
 - (b) Attend WRA or the Council's meetings where the two Parties relationship and co-governance-related activities are discussed; and
 - (c) Ask follow up questions of official spokespeople, as well as ring them or communications staff for comment about meeting proceedings and other matters.

- 4.2 If any follow up joint written comment is to be made in response to these queries, the same protocol as above will be followed before statements are issued.
- 4.3 While spokespeople are free to comment verbally to media asking follow up questions on joint issues, they will be expected to stick generally to messages agreed to between the Parties. Official spokespeople 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 about joint matters without prior arrangements under this protocol.

5. Individual Organisational Comments

- 5.1 The WRA and the Council agree that each Party is free to comment from an individual perspective about the workings of their relationship and co-governance-related matters in general. However, they will always stress clearly when they 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, WRA or the Council are being asked to comment on joint or individual issues before a certain deadline and feel they need to respond within a tight deadline without being sure it can consult with the other party (for example when responding to an early morning call from the media).
- 5.3 In such circumstances, expected to be rare, both Parties will still use their 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 they can what has been said.
- 5.4 The Council appointed WRA member will be free to comment as an individual about their work on the WRA but will stress their comments are not being made on behalf of the WRA or the Council.

6. Contact Points

- 6.1 The communications staff who will act as points of contact for discussions on the development of formal committee statements and their sign-off will generally be the Communications Manager for the Council and the Secretary of the WRA. 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 within their respective organisations. They will also be responsible for ensuring that the other party sees/hears and signs off, as appropriate, any communications covered by this protocol, such as media releases, internet sites and internal/external newsletters.

SCHEDULE FIVE

Shared Services and Other Assistance

Services

The Council is able to consider supporting the following services on a cost recovery basis:

- (a) Business Administration and Management Services;
- (b) Geographical Information Services (GIS); and
- (c) Human Resources.

SCHEDULE SIX

Policy Related Engagement

1. Background

- 1.1 The Council and the WRA acknowledge the importance of early engagement between one another when undertaking strategic thinking regarding implementation of Te Ture Whaimana and, in particular, considering the development and review of strategies, policies and plans affected by Te Ture Whaimana. As such the Parties have set out a process below that will give effect to this.

2. Process

- 2.1 The Council will engage with the WRA when considering development and reviews of strategies, policies and plans affected by Te Ture Whaimana. These strategies, policies and plans include those developed under the RMA as well as others such as the Walking and Cycling Strategy.
- 2.2 In addition to engagement in the development and review of specific strategies, policies and plans, the Council and the WRA will actively seek opportunities to share ideas and information that contribute to the achievement of Te Ture Whaimana through strategic thinking and planning.
- 2.3 The Council and the WRA ensure engagement at the earliest opportunity.