



Te Mana Whakahono ā Rohe a Te Rūnanga o Ngāti Manawa

*An Agreement under Part 5 sub-part 2 of the Resource Management Act 1991 ("RMA")
between **Te Rūnanga o Ngāti Manawa** and **the Bay of Plenty Regional Council***

INTRODUCTION: Purpose and Intent

This a Te Mana Whakahono ā Rohe Agreement between Te Rūnanga o Ngāti Manawa and Bay of Plenty Regional Council.

The parties acknowledge the Agreement is signed at a time of legislative uncertainty due to a programme of reform and that the content of the Agreement forms the foundation for future discussions following the enactment of the new legislation.

The parties are committed to working together constructively under current and future applicable legislation.

The parties may review some or all of the clauses in this Agreement, which are affected by any Act of Parliament that amends or repeals parts of the current RMA relevant to this Agreement.

The parties agree that any amendment to this Agreement will be discussed and agreed in a way that reflects collaborative decision-making in accordance with any relevant replacement legislation.

Contents

1 The Bay of Plenty Regional Council Commitment

The Bay of Plenty Regional Council will:

- 1.1 Recognise Te Rūnanga o Ngāti Manawa under this Agreement and all relevant current and future legislation.
- 1.2 Seek to establish ways in which Te Rūnanga o Ngāti Manawa may meaningfully participate in resource management decision making.
- 1.3 Collaborate in a manner that enables parties to: foster open and transparent communication; recognise different perspectives; and identify where best to focus resources.

- 1.4 Meet statutory responsibilities to Te Runanga o Ngāti Manawa under relevant freshwater policies and agree on ways for the iwi to participate in freshwater management where appropriate.
- 1.5 Explore opportunities for Te Rūnanga o Ngāti Manawa to provide advice and/or input into the development or review of relevant regional plans and processes.
- 1.6 Identify opportunities for Te Rūnanga o Ngāti Manawa to support/advise on environmental monitoring where their cultural values are affected.
- 1.7 Give due consideration to the Ngāti Manawa Iwi Management Plan where its content has relevance to plans, policies and processes.
- 1.8 Explore and/or develop agreed processes for iwi to participate in resource consent processes.

2 Te Rūnanga o Ngāti Manawa commitment

Te Rūnanga o Ngāti Manawa will:

- 2.1 Assist council to comply with its statutory duties as it will apply under the new legislation.
- 2.2 Collaborate in a manner that enables parties to: foster open and transparent communication; recognise different perspectives; and identify where best to focus resources.
- 2.3 Articulate cultural values, mātauranga, and kaitiakitanga in relation to freshwater and coastal resource decisions.
- 2.4 Share relevant data and planning information where appropriate and with agreed protections in place.

3 Conditions subject to amendments of the Resource Management Act 1991

- 3.1 The parties may review some or all of the clauses in this Agreement, which are affected by any Act of Parliament that amends or repeals parts or all of the RMA relevant to this Agreement.
- 3.2 The parties agree that any amendment to this Agreement will be discussed and agreed in a way that reflects collaborative decision-making in accordance with any relevant replacement legislation.

- 1.4 The parties also agree that this document is primarily to establish the foundation for discussions on the proposed content of a future Mana Whakahono a Rohe and a formal relationship under Part 5 subpart 2 of the RMA.

4. Dispute Resolution

- 4.1 Where conflicts of interest arise these should be declared and reviewed against any personal financial gain or where sensitive information is subject to any conditions of access, dissemination or protection.
- 4.2 Where there are differences of opinion on how this Agreement is to be implemented a process for resolving issues should be prepared, noting subsection 58R(2) of the RMA (or the relevant sections under the new legislation).
- 4.3 Te Rūnanga o Ngāti Manawa and the Bay of Plenty Regional Council may agree to suspend any action relating to the contents of this Agreement where:
- 4.3.1 the contents presented in this document are subject to review following the enactment of new legislation; and,
- 4.3.2 it is intended to undertake a process to prepare a replacement agreement that fully expresses the intent and expectations of both parties.

5. Relationship Future Proofing

- 5.1 Te Rūnanga o Ngāti Manawa and the Bay of Plenty Regional Council agree that any future alteration to this arrangement may also provide for:
- 5.1.2 the opportunity to review Council policies and processes to ensure that they are consistent with this Agreement;
- 5.1.3 reviewing the effectiveness of a replacement Mana Whakahono a Rohe;
- 5.1.4 institution of effective reporting on the implementation of an amended Mana Whakahono a Rohe; and,
- 5.1.5 the tikanga and kawa of Te Rūnanga o Ngāti Manawa that includes: their taonga species; Te Reo; sites of significance including wāhi tapu; traditional practices; and mana rohe.



6. Co-ordinating Officers

Both parties will assign leads and/or co-leads to implement this Mana Whakahono a Rohe. The coordinating officers will meet initially within 6 months of signing this Mana Whakahono a Rohe to agree on priority actions.

Signed for and on behalf of Bay of Plenty Regional Council under delegated authority by:

A blue ink signature of Fiona McTavish, written in a cursive style.

Authorised signatory

Name: Fiona McTavish

Position: Chief Executive

Date: 11 September 2025

Signed for and on behalf of Te Rūnanga o Ngāti Manawa by:

A blue ink signature of Eugene Berryman-Kamp, written in a cursive style.

Tumu Whakarae - CEO
Ph: 027 840 2390

Authorised signatory

Name: Eugene Berryman-Kamp **Position:**

Tumu Whakarae - CEO

Date: