

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**The Rod Donald Banks Peninsula Trust**

**and**

**The Banks Peninsula Conservation Trust**



## THE PARTIES

### ROD DONALD BANKS PENINSULA TRUST (RDBPT)

AND

### BANKS PENINSULA CONSERVATION TRUST (BPCT)

## 1. BACKGROUND

- 1.1. This Memorandum of Understanding is in recognition of the desire of the RDBPT and BPCT to work together to achieve their shared objectives.
- 1.2. The RDBPT and the BPCT have been established for charitable purposes and share in common a principal objective to promote sustainable management and conservation on Banks Peninsula<sup>1</sup>.
- 1.3. The RDBPT and the BPCT also share the following similar objectives to further sustainable management on and conservation of the natural areas of Banks Peninsula:
  - 1.3.1. The RDBPT has objectives to:
    - i. Establish, support or facilitate environmental based projects focussed on the reinstatement and preservation of the native vegetation of the area, the enhancement of the natural biodiversity, the protection of native endangered species;
    - ii. undertake or facilitate in any other way research projects or scientific enquiries to carry out the objects; and
    - iii. provide educational opportunities to further the public's understanding or enjoyment of the natural qualities of the region.
  - 1.3.2. The BPCT has objectives to:
    - i. encourage and promote the enhancement, sustainable management and conservation of the physical and natural environment of Banks Peninsula and its natural resources.
- 1.4. The RDBPT has some further objectives which differ from the BPCT objectives including:
  - i. The maintenance and development of recreational facilities including parks reserves, walkways and affordable camping grounds;
  - ii. Providing public access to such recreation facilities; and
  - iii. The RDBPT in pursuance of all its objectives has regard to the views of Te Hapu o Ngati Wheke (Rapaki), Te Runanga of Koukourarata, Wairewa Runanga, Te Taumutu Runanga and Onuku Runanga in respect of the regions's Mana Whenua (land), Mana Moana (waterways) and Mana Tangata (people).
- 1.5. The RDBPT recognises and respects that the BPCT has a long record of achievement in promoting and furthering sustainable management and conservation on Banks Peninsula including biodiversity protection and community building through its conservation covenants, workshops, public communications and weed and pest co-ordination efforts and that this record is well appreciated by agencies and

communities on the Peninsula as identified to the RDBPT in its stock-take process. An aim of the RDBPT is to support rather than duplicate the work of other organisations.

- 1.6. The achievements of the BPCT have been supported, assisted and often initiated by its dedicated and professional staff. The BPCT has approached the RDBPT to assist with the ongoing funding for these staff.
- 1.7. The RDBPT recognises that an optimal way to achieve its own objectives is through co-operative working with the BPCT, including funding to provide some certainty to BPCT over the next three years.

## **2. INTENTION AND UNDERSTANDING OF THE PARTIES**

- 2.1. The Memorandum of Understanding is intended to:
  - i. provide greater certainty to both parties about the availability and use of funding and resources aimed at achieving the shared aims (below);
  - ii. document a background as to how the parties work together to achieve the shared aims (below); and
  - iii. describe the relationships between the parties to this Memorandum of Understanding.
- 2.2. In signing this Memorandum the parties set out their mutual intentions in relation to progressing the shared aim:

*To recognise, protect and enhance the environment, restore and promote indigenous vegetation and habitats for indigenous fauna on Banks Peninsula; through practical conservation (including pest and weed management, track maintenance and planting) education, community engagement including with runanga, research and monitoring - for the benefit of the residents of and visitors to Banks Peninsula.*
- 2.3. It is agreed that no party shall have legal remedies against another party for failing to adhere to the terms and conditions set out in this Memorandum.
- 2.4. The parties agree that the Memorandum of Understanding does not create either any contractual relations among the parties or create a deed on which either of the parties can sue each other.
- 2.5. The Memorandum of Understanding does not preclude either party's right to represent its interests under the Resource Management Act 1991, or other statutory process. The Memorandum of Understanding will not impose any restriction on either party from fulfilling its statutory responsibilities.
- 2.6. The Memorandum of Understanding does not enable either party to represent, give any warranty or undertake any obligations on behalf of the other party or, to bind the other party, without prior written agreement.

## **3. SCOPE**

- 3.1. The RDBPT grants the BPCT the sum of \$25,000 per annum for three years ("Grant").

- 3.2. The BPCT will include acknowledgement of its partnership with the RDBPT in its newsletter, website and other relevant publications and through inclusion of the RDBPT logo as a sponsor where appropriate.
- 3.3. The RDBPT will work with the BPCT to improve its funding base in the longer term. This may include:
- i. Seeking funding from key players for the longer term;
  - ii. Building a local membership or donation base; and
  - iii. Collaborating with BPCT to support its funding applications to other organisations.
- 3.4. The BPCT recognises the RDBPT objectives regarding recreation and the RDBPT recognises that these are not objectives of the BPCT and that it is important for the BPCT to generally retain a neutral stance on recreational access, but that it may assist with the following:
- i. Offer to the RDBPT its experience on arranging forums on a range of topics to assist the RDBPT in arranging walking and access forums; and
  - ii. Assist the RDBPT to work with any of its members who are interested in facilitating recreational access to their properties.

#### **4. IMPLEMENTATION**

- 4.1. The RDBPT shall pay the Grant in quarterly payments of \$6250. The first quarterly payment shall be made on the 20<sup>th</sup> day of the month following the date of signing the MOU and thereafter, on the 20th day of every third month after the first payment.
- 4.2. The BPCT will prepare a short report to the RDBPT summarising how the grant has been used and how this meets with the objectives of both organisations in March each year. Areas of work may include:
- i. BPCT co-ordinator salary;
  - ii. Work towards achieving biodiversity protection on Banks Peninsula;
  - iii. Community engagement including with runanga, landowners and the general public; and
  - iv. Assistance to the RDBPT with provision of forums and contact with landowners interested in providing recreational walking or camping.
- 4.3. There is a willingness by both parties to share resources and to actively pursue opportunities to work together whenever possible. For example:
- i. The BPCT will permit the RDBPT to use its Tai Tapu office meeting room from time to time for small meetings provided this does not conflict with BPCT use; and
  - ii. This sharing may also include staff discussions, exchange of information and links on websites, invitations to forums or workshops and exchange of newsletters.

#### **5. ACT IN GOOD FAITH**

- 5.1. The parties agree that in working together under the Memorandum of Understanding they will:

- i. acknowledge the autonomy and independence of each other;
- ii. act in an honest and transparent way;
- iii. work together in good faith to identify options and initiate and achieve outcomes; and
- iv. inform each other and share information, resources and expertise, subject to the Privacy Act 1993, the Local Government Official Information and Meetings Act 1987 and any other relevant statutes and any obligations of confidence.

## **6. TERM**

- 6.1. The Memorandum of Understanding will be for a term of 3 years from the date of signing.
- 6.2. Either party may withdraw, without any liability to the other, from the Memorandum of Understanding by giving three months written notice of its intention to the other party.

## **7. CONFLICT RESOLUTION**

- 7.1. The parties agree that any dispute that arises under the Memorandum of Understanding will be resolved as follows:
  - i. it will be referred to representatives of both parties. The representatives are listed under section 8 of the Memorandum of Understanding. Disputes will be resolved through consensus of the parties;
  - ii. in the event consensus cannot be reached, the parties shall attend mediation to resolve the dispute. In the event that the dispute cannot be resolved at mediation, this Memorandum of Understanding will terminate.

**8. KEY CONTACTS:**

**Rod Donald Banks Peninsula Trust:**

Garry Moore, Chairman

Email: ` garry.moore@clear.net.nz

Phone: 03-385-5514

Postal:

Suky Thompson, Secretary

Email: ` suky@roddonaldtrust.co.nz

Phone: 03-351-8312

Postal: P.O. Box 5, Little River, Banks Peninsula, 7591

**Banks Peninsula Conservation Trust:**

Rick Menzies, Chairman

Email: ` rgmenzies@farmside.com

Phone: 03 304 8605

Postal:

Rachel Barker, Coordinator

Email: rachel.barker@bpct.co.nz

Phone: 03 329 6341

Postal: PO Box 146, Tai Tapu 7645

SIGNED for and on behalf of )

ROD DONALD BANKS PENINSULA TRUST

by )

Garry Moore

SIGNED for and on behalf of )

ROD DONALD BANKS PENINSULA TRUST

by )

Simon Mortlock

SIGNED for and on behalf of )

BANKS PENINSULA CONSERVATION TRUST

by )

Rick Menzies

Date of signing :

27/9/2012



