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Auckland
Regional Council
TE RAUHĪTANGA TAIAO

MEMORANDUM OF AGREEMENT

Between

SHAKESPEAR OPEN SANCTUARY SOCIETY INCORPORATED

And

AUCKLAND REGIONAL COUNCIL

MEMORANDUM OF AGREEMENT

Dated this 1st day of July 2007

Parties

- 1 Auckland Regional Council (the Council)
- 2 The Shakespear Open Sanctuary Society Incorporated (the Society), a duly incorporated society having its registered office at Shakespear Regional Park (the Park)

Introduction

- A) The Shakespear Open Sanctuary Society Incorporated was established to work in partnership with the Council to restore and develop the Park as a publicly accessible open sanctuary (the Sanctuary) (refer Appendix One)
- B) The Council and the Society have reached agreement on their relationship with respect to the restoration programme and their respective roles and responsibilities on the Park. The details of this agreement are set out below

1. The Auckland Regional Council's Statutory Responsibility

The Council is responsible for the management of the Park in accordance with the Local Government Act 2002 and the Statutory Management Plan for the Park

2. Role of the Shakespear Open Sanctuary Society Incorporated

2.1 The Society has been established to:

- a) Assist the Council with the restoration of the Park and the advocacy for and the development of the Sanctuary
- b) Assist the Council with the conservation and enhancement of the natural, recreational, historic and cultural features and values of the Sanctuary
- c) Undertake complementary projects outside the Sanctuary as appropriate
- d) Provide financial, material and physical support to assist the Council in achieving the Sanctuary
- e) Do such other lawful things as are incidental or conducive to the foregoing charitable objects or any of them including the establishment and maintenance of the Society as a registered charitable trust

- 2.2 The Society will only undertake work or carry out any activity within the Park with the prior written approval of the Council's Principal Ranger, Northern Sector Parks (the Principal Ranger) or his nominee and in accordance with the provisions of this agreement and the Sanctuary Plan referred to in Clause 3.1

3. Operational Plan for the Shakespear Open Sanctuary

3.1 The plan setting out the way in which the Sanctuary will operate for practical purposes (the Sanctuary Plan) is being prepared by the Council in consultation with the Society, other stakeholders and iwi. The Sanctuary Plan will provide the guidelines for all restoration work to be undertaken within the Sanctuary commencing on 1 July 2007. All financial planning and work programmes provided for in the Plan will be in accordance with the objectives of the Sanctuary Plan.

3.2 The Sanctuary Plan may be reviewed by the Council from time to time in consultation with the Society.

4. Term

4.1 The term of this Agreement will be five yearly, commencing on 1 July 2007 (the commencement date) and terminating on 30 June 2012, subject to renewal by agreement between the parties but at the Council's discretion.

5. Annual Work Programme

5.1 The Council will, in consultation with the Society, develop annual work programmes based upon tasks provided for in the Sanctuary Plan. These will be based on confirmed levels of funding.

5.2 During October/November of each year the Council will, in consultation with the Society, jointly prepare a draft annual work programme for the following financial year. This will set out the details of the work to be done, identify who is to undertake the work, and specify how it is to be funded. Start and completion dates for significant tasks will also be included to aid co-ordination with other Council programmes.

5.3 The Council will, in March of each year, provide to the Society preliminary advice on the likely financial contribution and staff time commitment to be made by the Council to achieve the joint annual work programme.

5.4 Final agreement on the annual work programme will be contingent on the adoption of the Council's Annual Plan in July each year and any amendments to it that may arise through the Annual Plan process.

5.5 The Society may make an application to the Council to amend the annual work programme during the year. No work is to proceed on an amended annual work programme until approval to do so has been provided in writing by the Council's General Manager, Parks.

5.6 The Society will meet on a quarterly basis each year with the Principal Ranger, or his nominee, to review the progress of the annual work programme and to deal with any matters of mutual concern.

5.7 The Society will provide a written report to the Council by the 31st of August each year, reviewing the Society's achievements during the previous year against targets set out in the annual work programme for that year. The report may also identify issues of relevance to future programme planning.

6. Auckland Regional Council Contribution

6.1 Subject to the extent to which provision is made for this in the Council's Annual Plan, funding to be made available by the Council as a base level of commitment to the Sanctuary will include sufficient staff time and financial resources to maintain infrastructure within the Park and to support the Sanctuary project in line with the Council's Annual Plan. This will include visitor services, conservation programmes, park maintenance and the provision of advice and monitoring.

6.2 Nothing in this agreement will oblige the Council to provide any particular level of funding to the project in its Annual Plan.

7 Payment for Work or Services

The Society may contract the Council to undertake work or provide services which are not being provided and/or funded as part of the Council's base contribution. The cost of work undertaken on this basis will be charged out to the Society at a rate to be agreed upon and payment is to be made to the Council by the 20th of the month following the date of the invoice.

8 Administration of the Society

The Society will be self-sufficient and will operate independently of the Council

9 Ownership of Assets

All assets owned by the Council will remain the property of the Council. All assets provided by the Society where they become fixed to the Park (e.g. fences, buildings) will become the property of the Council without financial compensation to the Society. Moveable assets provided by the Society will remain the property of the Society and will be promptly removed from the Park following the expiry or termination of this Agreement.

10 Publicity and Fund Raising

10.1 The Society may raise funds from corporate or other sponsors. Any publicity to promote the Sanctuary will be done by mutual agreement with the Council and be approved by the Principal Ranger to ensure compatibility in regard to promotional and sponsorship material.

10.2 The Society must obtain consent for any permanent sign or interpretative display it wishes to erect on the Park from the Principal Ranger, prior to its installation.

10.3 The Society shall acknowledge the Auckland Regional Council as its partner in all promotional publicity.

11 Health and Safety

11.1 The Council has a health and safety plan and will be responsible for its employees whilst in the workplace.

11.2 The Society will, in conjunction with the Council, prepare, maintain and implement a health and safety plan to cover all activities undertaken by its members and those working in the Sanctuary under the Society's auspices. This plan will, among other things, identify potentially significant hazards which individuals or groups working under the auspices of the Society may encounter while working on the Park. The plan must specify measures the Society will take to eliminate, isolate or minimise these hazards in conjunction with the Council.

11.3 The Society will review its health and safety plan at least once each year and will amend the plan annually, as and when appropriate.

11.4 The Society will ensure that its members and those working in the Sanctuary under its auspices are aware of the provisions of the Council's and the Society's Health and Safety Plan(s) and the Society's hazards management programme.

12 Insurances

12.1 The Council will provide and maintain public liability insurance cover on behalf of the Society in respect of the Society's activities on the Park by way of extension to the Council's Public Liability (Risk Pool) insurance policy at the Council's expense during the term of this Agreement.

13. Use of Council Facilities and Equipment

The Council's facilities and equipment will only be made available for use by the Society with prior approval of the Principal Ranger or his delegated representative.

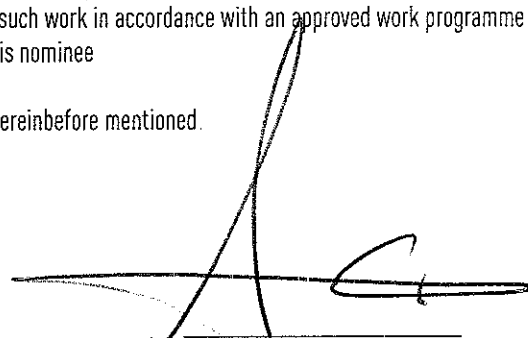
14. Auckland Regional Council Contact

14.1 The Principal Ranger, is accountable for the management and administration of Shakespear Regional Park, including the Sanctuary. Either he or his nominee will be responsible for the day-to-day co ordination and administration of this project.

14.2 Any members of the Society intending to visit the Sanctuary for work purposes will not do so without having first made appropriate arrangements to carry out such work in accordance with an approved work programme and with the consent of the Principal Ranger, or his nominee.

IN WITNESS WHEREOF this Agreement was executed on the date hereinbefore mentioned.


Signed for and on behalf of)
Auckland Regional Council)
by Nicholas Lance Vervoort)
in the presence of:)



PP' ~~N.L. Vervoort~~
General Manager Parks

ME Ward
Acting General Manager, Parks.


Witness Signature

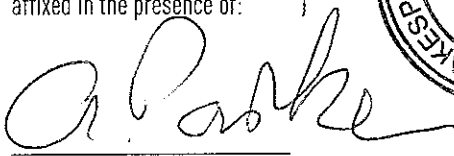

Name

51A Herborn View Rd, Pt Cleveley
Address

Committee Coordinator
Occupation

The Common Seal of the)
Shakespear Open Sanctuary)
Society Incorporated was)
affixed in the presence of:)




Chairperson

Jean M. Taylor Bay
Secretary