

MEMORANDUM OF UNDERSTANDING

Between Kāpiti Coast District Council and Nga Uruora Kapiti Project

1. PURPOSE

This Memorandum of Understanding (MOU) recognises the partnership between Kāpiti Coast District Council and Nga Uruora Kapiti Project for the purpose of optimising reserve development for public enjoyment while protecting and restoring the natural environment. This is not a legal contract, but intends to confirm the partnership by clarifying the commitments, roles and responsibilities of each party.

2. SITE DESCRIPTION

- 2.1 Status – Council reserve and administered land
- 2.2 Location – Ames Street Reserve and A T Clarke Reserve, Paekākāriki
- 2.3 Map – attached as Appendix 1

3. SHARED OBJECTIVES

- 3.1 In common with Kāpiti Coast District Council, Nga Uruora Kapiti Project group has the objective of improving biodiversity on Council reserve land in Paekākāriki by protecting and restoring habitat for native flora and fauna. This is balanced with the aim of enabling the public to access the reserve and enjoy its features with minimum detriment to its ecology.

4. Kāpiti Coast District Council AGREES TO...

- 4.1 Recognise Nga Uruora Kapiti Project group as a key community stakeholder and partner in pursuing the agreed objectives.
- 4.2 Support the group through the provision of technical and strategic advice from Council's Biodiversity Programme Manager, and practical field assistance from Council's Environmental Restoration officers.
- 4.3 Supply ecologically sourced native plants for planting on Council reserve land where appropriate, and as resources allow.
- 4.4 Provide/facilitate training and educational material to promote planting, pest plant and animal control, community based monitoring and other environmental initiatives.
- 4.5 Provide practical tools and supplies needed to carry out the agreed objectives in accordance with the recognised roles, and as resources allow.
- 4.6 Recognise that Nga Uruora Kapiti Project may obtain resources (especially finance, personnel and equipment) from a third party, e.g. Greater Wellington Regional Council, to advance the agreed objectives.

- 4.7 Carry out tasks requiring the use of machinery or agrichemicals which are necessary to achieve the agreed objectives (subject to mutual agreement and the availability of resources).
- 4.8 Carry out the following specific tasks to implement the objectives: *(e.g. plant/animal pest control, facility monitoring and maintenance, new facility provision (e.g. tracks), manage recreational use, promotion, mitigation of external concerns/damage and administration issues)* .
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The execution of these tasks will be discussed regularly between Council and Nga Uruora Kapiti Project.

- 4.9 Inform the group of any significant proposed work on Council land in the group's project areas.
- 4.10 Take all reasonably practicable steps to ensure the safety of all volunteers working with and on behalf of Nga Uruora Kapiti Project and other reserve users by ensuring that known hazards are communicated to Nga Uruora Kapiti Project and are fully understood, so far as is reasonably practicable. (Please note that the health and safety provisions of this agreement may need to be reviewed as the Health and Safety at Work Act 2015 is embedded into working practice.)

5. Nga Uruora Kapiti Project AGREES TO...

- 5.1 Have an ears and eyes role in general care of Council reserve land, including safety issues, and liaise with Kāpiti Coast District Council regarding required actions.
- 5.2 Collaborate with Kāpiti Coast District Council in restoring and developing the reserves.
- 5.3 Carry out the following specific tasks within the group's capability to implement the objectives: *eg. Native plant propagation/ planting, maintenance of planted areas, pest plant and animal control.*
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- 5.4 Collaborate with Kāpiti Coast District Council in planning planting projects. Use only eco-sourced plants for planting projects on Council land.
- 5.5 For safety reasons, **not** allow volunteers to use mechanical equipment (e.g. "power barrows", weed eaters or chainsaws). Such work will only be carried out by Council staff, contractors, or other persons approved in writing by Council.
- 5.6 Except in emergencies, inform Council at least four weeks ahead of when mechanical works are required.
- 5.7 Supply an annual estimate of volunteer hours spent in the reserve.
- 5.8 Conduct regular group/committee meetings to carry out all business necessary.
- 5.9 Provide public contact details so that other volunteers can get in touch.

- 5.10 Be an expert local voice to advise/advocate to Council and community on reserve management issues.
- 5.11 Inform Council if it is no longer active or functioning, and make provision for disestablishment and the return to Council of any equipment or resources provided.

6. HEALTH AND SAFETY

Under the provisions of the Health and Safety At Work Act 2015 (HSWA), Nga Uruora Kapiti Project is a 'volunteer association', i.e. a group of volunteers working together for one or more community purposes, where none of the volunteers employs anyone to carry out work for the volunteer association. Therefore under the Act the health and safety responsibilities of Nga Uruora Kapiti Project are those of 'Other Volunteers'.

- 6.1 Nga Uruora Kapiti Project group understands the following: "All workers (including 'volunteer workers') and other people at a workplace (including 'other volunteers') have duties under the HSWA. These duties include taking reasonable care to make sure their actions do not adversely affect their own or any other person's health and safety. They must also follow the Person Conducting a Business or Undertaking's (Council's) reasonable instructions on health and safety matters.
- 6.2 Any health and safety issues or concerns must be reported to Council.
- 6.3 Any accidents involving serious harm must be reported to Council's Open Space Manager immediately via the call centre: 04 296 4700 who will make a determination on whether it is a notifiable event and reportable to Worksafe NZ.

7. TERM OF MOU

- 7.1 This Memorandum of Understanding will continue until either Kāpiti Coast District Council or Nga Uruora Kapiti Project group wishes to make any amendments – at such time the two partners will work together to prepare a revised document.
- 7.2 This Memorandum of Understanding will lapse if the group disbands or ceases to function.

8. AGREEMENT TO MOU

Signed for Kāpiti Coast District Council:

Name Alison Law
 Title Parks & Rec Manager
 Date 27/9/16
 Signature [Signature]

Signed for Nga Uruora Kapiti Project:

Name PETER ANTHONY WENTISH
 Title COMMITTEE MEMBER
 Date 23/9/16
 Signature [Signature]

APPENDIX 1

Site (outlined in red)



APPENDIX 2

Photopoint images (if these are part of your practice to record the progress of your work).

Easting..... Northing..... Compass Bearing.....

<p>Photopoint images if this is currently completed as part of your plan.</p>
