

# Memorandum of Understanding

between

Auckland Council

and

Pest Free Kaipātiki Restoration Society Inc.



**Kaipātiki  
Local Board**





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**PARTIES TO THIS MOU**

**AUCKLAND COUNCIL** represented by

**Kaipātiki Local Board** – who holds the local relationship

**Community Services and Infrastructure & Environmental Services Directorates**  
representing council services in relation to this MOU

and

**PEST FREE KAIPĀTIKI RESTORATION SOCIETY (Inc) (PFK)**

Representing the affiliated restoration groups

**SIGNED** for and on behalf of:

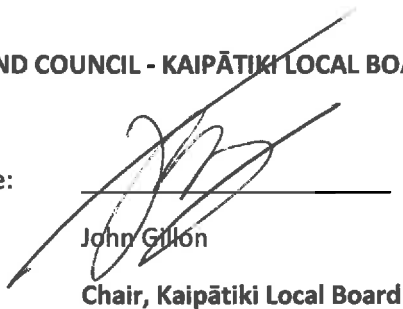
**PEST FREE KAIPĀTIKI RESTORATION SOCIETY (Inc)**

Signature:

  
\_\_\_\_\_  
Jo Knight  
Chair

**AUCKLAND COUNCIL - KAIPĀTIKI LOCAL BOARD**

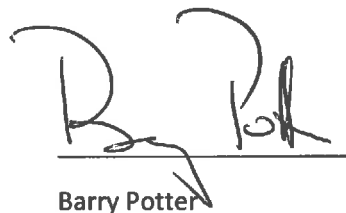
Signature:

  
\_\_\_\_\_  
John Gillon  
Chair, Kaipātiki Local Board

Signature:

  
\_\_\_\_\_  
Ian Maxwell

**Director Customer and Community  
Services, Auckland Council**

  
\_\_\_\_\_  
Barry Potter

**Director Infrastructure & Environmental Services,  
Auckland Council**

Date:

26 June 2019



## PURPOSE

This Memorandum of Understanding (MoU) acknowledges that Auckland Council and PFK will work in a cooperative relationship in respect of predator control, weed eradication and planting of native vegetation, asset management and development and other conservation and ecological restoration activities on public and private land in the Kaipātiki Local Board area during the Term (as set out in item 8(a) of this MoU). This document is intended to acknowledge the goodwill between the parties towards achieving a shared vision. It is not legally binding.

The parties agree to work collaboratively toward the vision of

“a place where birds and other native wildlife flourish, and everyone works together to support our natural heritage”

## FRAMEWORK FOR COOPERATION

<b>1. Context</b>	<ol style="list-style-type: none"><li>1. Pest Free Kaipātiki was formed in 2016. It has a range of projects and acts as an umbrella organisation for over 25 volunteer restoration groups carrying out activities including pest management and ecological restoration across the Kaipātiki Local Board area. It also works with a range of volunteers in individual and group projects in backyards, local neighbourhoods, schools and business. As well as being a part of PFK, some groups have their own funding agreements, contracts and deliverables directly with Auckland Council.</li><li>2. Auckland Council controls public reserves in Kaipātiki including local parks and reserves and road reserves. The management of community parks and reserves is through the Community Parks and Community Facilities teams and their contractors. Other teams such as RIMU, Biodiversity and Biosecurity contribute to biodiversity outcomes and activities on the remainder of the landscape.</li><li>3. The Kaipātiki Local Board has a close partnership with PFK and has worked with them to develop the pest free strategy which lies behind this MOU. The board has decision making authority for local parks and reserves, including improvements and place shaping, the use of and activities such as community events, community planting programmes and other parks and reserve volunteer work. It also inputs into the decisions of the Governing Body of Auckland Council and the Board of Auckland Transport.</li><li>4. This MoU acknowledges the interests of mana whenua in this area. As kaitiaki, mana whenua have responsibilities to preserve and nurture the physical and spiritual aspects associated with any land, resource or taonga within their rohe (tribal area). Kaitiakitanga, the responsibility of guardianship of the earth, reflects a belief that we need to work towards a future not just better for our children, but for all things and all time.</li></ol>
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<p><b>2. Common Ground</b></p>	<ol style="list-style-type: none"> <li>1. Ecological pressures (e.g. pest plants, pest animals, biosecurity organisms, erosion and pollutants) and ecological benefits (native plants and wildlife) cross boundaries, and that public and private land near are dependent on each other for the ability to make sustainable improvements in native biodiversity and reduction of these pressures.</li> <li>2. A memorandum of understanding (MoU) is the best way to increase effectiveness of ecological management and community engagement on public and private land through better coordination of the work.</li> </ol>
<p><b>3. Shared Relationship Values</b></p>	<p>Both parties agree to:</p> <ol style="list-style-type: none"> <li>1. Work in collaboration and in the spirit of partnering to achieve beneficial outcomes</li> <li>2. Adopt a solutions-based approach through open and constructive communication</li> <li>3. Promote projects that encompass social and meaningful activity to help strengthen the quality of our open spaces and local stewardship of our publicly owned land</li> </ol> <p>Also</p> <ol style="list-style-type: none"> <li>4. Recognise that neither party can achieve long term results without the sharing of volunteers, information, financial and other resources.</li> </ol>
<p><b>4. Common Objectives</b></p>	<p>Both parties agree to the below common objectives:</p> <ol style="list-style-type: none"> <li>1. Contribute to the maintenance, protection and enhancement of native biodiversity and restoring the ecological health of the Kaipātiki landscape</li> <li>2. Coordinate efforts strategically and ensuring two-way flow of information to enable a coordinated, effective and efficient approach</li> <li>3. Work with schools to encourage their participation in the protection and restoration of local ecology</li> <li>4. Support the building of capability and empowerment of the community to play a major role in achieving these objectives</li> <li>5. Work towards open information standards, shared data and collaborative systems and processes in this area</li> <li>6. Collaborate in planning, delivery and maintenance of facilities including tracks, drainage, signage and other facilities to allow the public to enjoy the reserves with minimal disruption and damage to native biodiversity</li> </ol>



<p><b>5. Individual Party Specific Objectives</b></p>	<p>Both parties also have their own objectives to be achieved through the MoU:</p> <p><b>Auckland Council</b></p> <p><i>Aucklanders preserve, protect and care for the natural environment as our shared cultural heritage, for its intrinsic value and for the benefit of present and future generations.</i></p> <ol style="list-style-type: none"> <li>1. Work toward facilitating positive outcomes for communities by improving council processes, knowledge management, and collaboration</li> <li>2. Ensure that all work meets Council’s statutory obligations and relevant policies, such as reserve management or restoration plans, health and safety requirements, biosecurity requirements and relevant council policies.</li> </ol> <p><b>Kaipātiki Local Board</b></p> <p><i>Outcome 2: Our natural environment is protected for future generations to enjoy</i></p> <ol style="list-style-type: none"> <li>1. People can get to and take pleasure in the Kaipātiki coastline, green spaces and waterways.</li> <li>2. Our community acts as kaitiaki (guardians) of the environment so that future generations can do the same.</li> </ol> <p><b>Pest Free Kaipātiki</b></p> <ol style="list-style-type: none"> <li>1. Reduce animal, plant and disease pests, other threats, and restore native biodiversity</li> <li>2. Increase community awareness, education, involvement and neighbourhood connectivity</li> <li>3. Increase regional strategies and connections, collaboration and ecological linkages</li> <li>4. Ensure volunteer time is well supported for best results through enhanced coordination and cooperation.</li> </ol>
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<p><b>6. Relationship Management</b></p>	<p>The health of the relationship, high level relationship management, and processes relating to the MoU itself will be overseen by:</p> <ol style="list-style-type: none"> <li>1. Auckland Council: Strategic Broker for Kaipātiki Strategic Broker Manager (alternate if the strategic broker is on leave or uncontactable)</li> <li>2. Pest Free Kaipātiki PFK Chairperson</li> </ol> <p>As the relationship manager, the Strategic Broker will coordinate parties for annual planning and review processes.</p> <p>The day to day liaison between the parties will be between</p> <ol style="list-style-type: none"> <li>1. Auckland Council Community Park Ranger</li> <li>2. Pest Free Kaipātiki PFK Chairperson</li> </ol> <p>It is the responsibility of the liaison person to act as a first point of reference between the parties for the management of the MoU and as a liaison for external contacts</p> <p>Each party will advise the other via written notice if there is a change to the liaison person.</p>
<p><b>7. Roles</b></p>	<p>Role of each of the parties</p> <ol style="list-style-type: none"> <li>1. Pest Free Kaipātiki will provide: <ul style="list-style-type: none"> <li>• local pest free and ecological restoration capability and capacity building</li> <li>• activation and infrastructure and resource support for and collaboration with a network of communities and volunteer groups</li> <li>• encourage community aggregated action towards the vision following best practice</li> <li>• share local expertise and experience with communities, Auckland Council and their contractors</li> </ul> </li> </ol>

	<p>2. Auckland Council will provide:</p> <ul style="list-style-type: none"> <li>• funding and resources to support PFK in its role as an umbrella organisation, capability builder and activator (in line with an agreed work programme and at the discretion of Auckland Council)</li> <li>• share staff expertise, experience and bring a broad regional and national perspective to the local level</li> </ul> <p>3. The Kaipātiki Local Board will provide:</p> <ul style="list-style-type: none"> <li>• stewardship and land owner approval (where appropriate) in relation to diverse community interests</li> <li>• allocate funding and other resources in line with an agreed work programme (at KLBs discretion)</li> <li>• access to training and development opportunities for the Board and staff of PFK</li> <li>• leverage relationships and connections to add value to programmes and activities.</li> </ul>
<p><b>8. Responsibilities</b></p>	<p>Working relationships and responsibilities of each of the parties:</p> <p>During the term the parties will:</p> <ol style="list-style-type: none"> <li>1. Work collaboratively toward the vision “a place where birds and other native wildlife flourish, and everyone works together to support our natural heritage”</li> <li>2. Cooperate and communicate in an open, timely and transparent manner following agreed best practice to manage and share information where practical in a single repository</li> <li>3. Every three years, work together to review the Pest Free Kaipātiki strategic plan for ecological restoration and community engagement of the Kaipātiki Local Board area</li> <li>4. By November each year, work together to prepare a joint work plan within a 3-year rolling plan of activities ensuring the plan <ul style="list-style-type: none"> <li>• where practicable, includes key annual tasks and timeframes for planting and pest plant and animal control for specific sites</li> <li>• aligns with the relevant reserve management and restoration plans, the Regional Pest Management Plan and Auckland Council’s Weed Management Policy and track renewals and maintenance and other projects and activities</li> <li>• details how PFK and group activities will give effect to the Health and Safety at Work Act 2015, and details how PFK and group activities will comply with the most up-to-date Standard Operating Procedures for Kauri Dieback and other biosecurity issues published by Auckland Council.</li> </ul> </li> </ol>

	<p>Auckland Council will</p> <ol style="list-style-type: none"> <li>1. When and where appropriate but at the sole discretion of Auckland Council, give land owner approval for volunteer activities on local parks and reserves according to       <ul style="list-style-type: none"> <li>• the agreed joint work plan</li> <li>• current or developing restoration or annual plans of individual groups in consultation with PFK or Auckland Council</li> <li>• and subject to park closures or restrictions, availability and any other event</li> </ul> </li> <li>2. Have the Community Parks Ranger as one initial point of contact to:       <ul style="list-style-type: none"> <li>• provide support with knowledge and resources, to carry out activities within identified community parks:</li> <li>• weed and predator control,</li> <li>• sourcing of eco-sourced native plants,</li> <li>• restoration planting and monitoring, and</li> <li>• track and drainage maintenance and signage</li> </ul> <p>according to the agreed joint annual plan, and as budget allows</p> <p>Details of the resources (e.g. plant species) and timeframes for delivery will be communicated by the Ranger by an agreed time each year</p> </li> <li>3. Each council party to this MOU will provide an up to date list of key contacts to the Community Parks Ranger and will ensure that their departments and contractors are aware of the MOU and the responsibilities</li> <li>4. Ensure PFK has access to adequate training, resources and documentation to meet requirements under the Health and Safety at Work Act 2015 and Standard Operating Procedures for biosecurity requirements (e.g. Kauri Dieback) for works in community parks</li> <li>5. Help connect PFK with other parts of Auckland Council and CCOs and contractors who can assist with pest control and restoration on private land</li> <li>6. Provide access to information, maps and other resources as appropriate for planning, reporting and community engagement</li> <li>7. Ensure that all contractors, CCOs and Council departments       <ul style="list-style-type: none"> <li>• have been fully informed and understand the terms of this MoU between Auckland Council and PFK in respect of this MoU and rolling annual plans and amendments</li> <li>• endeavour to act in accordance with the terms of this MoU and the work plan and amendments</li> <li>• inform PFK, and where appropriate reserve and community groups, of planned work and significant unscheduled work via ongoing consultation</li> </ul> </li> </ol>
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	<ul style="list-style-type: none"> <li>• engage PFK in ongoing consultation on the development of proposals or plans and variations that impact on PFK, volunteer or community activities.</li> </ul> <p>During the term, PFK will:</p> <ol style="list-style-type: none"> <li>1. Provide a timely database of contacts to the council and council contractors</li> <li>2. Take all practicable steps to ensure that all team members and affiliated groups: <ul style="list-style-type: none"> <li>• have been fully informed of the terms of this MoU between Auckland Council and PFK</li> <li>• always comply with any instructions of Auckland Council staff and representatives around public land (including planting and weeding advice, eco-sourcing and biosecurity procedures)</li> <li>• ensure all groups are aware of Standard Operating Procedures for Kauri Dieback and other biosecurity risks when undertaking activities in community parks</li> <li>• ensure all groups are aware of Health and Safety training resources and requirements and where practicable ensure resources are used and requirements followed, including: <ul style="list-style-type: none"> <li>○ identifying and briefing volunteers on relevant hazards and steps to minimise and isolate risks</li> <li>○ completing site safety plans for the activities and providing this documentation to the Community Park Ranger</li> <li>○ encourage all volunteers to adhere to the site safety plans</li> <li>○ notify the council of any hazards immediately</li> </ul> </li> </ul> </li> <li>3. provide support to groups in the development of restoration and annual plans and signage and track plans (subject to adequate resourcing)</li> <li>4. keep Auckland Council informed of activities undertaken by volunteers on parks and reserves, SEAs and halo land through at least quarterly reporting to the Community Park Ranger and the Local Board including volunteer hours, health and safety issues, and the outcomes for the local environment</li> <li>5. share information working progressively toward data standards and a shared data repository</li> <li>6. work with Auckland Council and its Representatives to develop and implement best practice and continue to improve restrictions on access to areas subject to park closures, on phytosanitary standards and any other biosecurity issues.</li> </ol>
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<p><b>9. Fundraising</b></p>	<ol style="list-style-type: none"> <li>1. The purpose of fundraising is to enable the achievement of the vision and leverage additional funding.</li> <li>2. PFK will make any application for funding or sponsorship for activities on local parks and reserves consistent with the shared vision with Auckland Council.</li> <li>3. Auckland Council will, where appropriate, provide letters of support for third party funding applications submitted by PFK provided the applications are in accordance with the joint annual plan and/or agreed longer term objectives.</li> </ol>
<p><b>10. Scope and Term</b></p>	<ol style="list-style-type: none"> <li>1. This MoU is effective for a period of five years from the date of last signing. The parties may renew this MoU for a further term of 3 year by written agreement.</li> <li>2. Either party may request a review of this MoU before the five -year review.</li> <li>3. The Kaipātiki Local Board will request a review of The MOU at the end of five years with a view to renewal notwithstanding any extensions.</li> </ol>
<p><b>11. Dispute resolution</b></p>	<ol style="list-style-type: none"> <li>1. If a dispute or issue under or in relation to this MOU arises, the affected Party will promptly notify the other Party of the details of the dispute.</li> <li>2. Promptly after receiving notice of a dispute or issue, the Parties will attempt to resolve the dispute or issue through good faith negotiations on a without prejudice basis.</li> <li>3. Where the Parties are unable to resolve any dispute, either Party may terminate this MoU on providing three (3) week’s written notice to the other party.</li> </ol>
<p><b>12. Review of relationship</b></p>	<ol style="list-style-type: none"> <li>1. This MOU will be reviewed annually.</li> <li>2. The Relationship Manager will arrange review meetings to: <ul style="list-style-type: none"> <li>• assess the health of the relationship and the effectiveness of its intention to progress toward common and individual objectives</li> <li>• identify any difficulties parties are experiencing, or other matters parties want to discuss with a view to solving them.</li> </ul> </li> </ol>

<p><b>13. General</b></p>	<p>1. Both parties acknowledge and agree that this MoU merely states the understandings of the parties. Nothing in this MoU</p> <ul style="list-style-type: none"> <li>• binds either party to funding or resource allocation</li> <li>• creates any relationship of agency, partnership, joint venture, trust or employment between the parties; and/or</li> <li>• creates or imposes any other legally binding obligations or liabilities on either party or any of their respective officers, employees, agents and/or advisors.</li> </ul>
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**Glossary**

**PFK** - Pest Free Kaipātiki Restoration Society (Inc)

**KLB** - Kaipātiki Local Board

**MOU** - Memorandum of Understanding

**RIMU** - Research Investigation and Monitoring Unit

**CEU** – Community Empowerment Unit

