



MEMORANDUM OF UNDERSTANDING

Cover Sheet

Please complete the enclosed document and return to:

tectpark@westernbay.govt.nz

Western Bay of Plenty District Council

Private Bag 12803

Tauranga Mail Centre

Tauranga 3143

0800 926 732

Please note:

- Please **do not date** the first page. This is done once signed by all parties.
- If printing, please print single sided. A copy will be returned to the applicant, once signed by all parties.
- [Park Map](#) - Please indicate your area of interest, or attach an alternative map, for **Schedule 1**.
- Please sign Page 5 and initial every other page.

MEMORANDUM OF UNDERSTANDING – TECT PARK

BETWEEN WESTERN BAY OF PLENTY DISTRICT COUNCIL AND USER GROUP

(Office Use Only - Dated once signed by all parties)

Dated this _____ day of _____ 2023.

1. PARTIES

Western Bay of Plenty District Council (“WBOPDC”)

AND

The “_____” an incorporated
society registered in the Companies Office as “_____”

2. PURPOSE

- 2.1 The purpose of this Memorandum of Understanding (“MOU”) is to identify and record areas of common interest between the Parties in relation to TECT Park.
- 2.2 This MOU is intended to record the mutual understanding and good faith of the Parties.

3. BACKGROUND

- 3.1 The Park is jointly owned by Western Bay of Plenty District Council and Tauranga City Council. Western Bay of Plenty District Council administers TECT Park. User groups have been invited to investigate the potential for developing specific recreation, community and support facilities, tracks, and utilities within TECT Park to serve their membership and interests. It is recognised that entry into TECT Park by user groups, is necessary for the purpose of scoping, surveying, and assessing, to provide information needed by those user groups to develop a proposal for ongoing use of TECT Park. This MOU provides an interim agreement for these purposes.
- 3.2 The _____ is one such user group who wish to investigate developing the area(s) of interest defined in Schedule 1. Map attached.

4. ROLE OF WBOPDC

- 4.1 For the duration of this MOU, WBOPDC and the _____ will work co-operatively to develop a User Group Management Plan and a lease document for the area of interest in TECT Park, if appropriate.

5. ROLE OF _____

- 5.1 The _____ will appoint a project leader(s) in respect of each area of interest being investigated for the User Group Management Plan proposal and lease.
- 5.2 The project leader(s) will ensure that the user group understands and closely follows the conditions of the MOU.
- 5.3 The project leader(s) will provide a health and safety briefing and hazard assessment at the beginning of each workday at the site. The project leader(s) will ensure that details of the health & safety briefing and assessment are fully understood and adhered to by all members of the group. Project leader(s) will be required to report any further hazards identified so these can be eliminated, isolated, or minimised. Project leader(s) will be required to report any accidents or near misses to the WBOPDC.
- 5.4 Project leader(s) will follow all instructions and directions of the WBOPDC and ensure that their user group undertakes work only within the area of interest defined in Schedule 1 and that any work undertaken is to the agreed WBOPDC standards as notified by WBOPDC.
- 5.5 Access to the eastern half of the Park can be gained by public road or by permission for internal roads. Access to the western half of the park is via Weld Road and Te Ara o Raho Road. If cutting rights areas are being investigated, club project leader(s) will gain permission first from Hancock Forest Management and then advise their forestry managers by phone at the beginning and end of each day they are on the site because forestry operations are controlled by them. Locked gates are present on all roads and a temporary loan key will need to be obtained from the Park Ranger by advance notice of at least 2 days.
- 5.6 Project leader(s) will only undertake permitted tasks outlined within this MOU. Any work required outside of the MOU will be reported to WBOPDC to ascertain appropriate action.
- 5.7 At least one member in any work group must hold a current First Aid Certificate and always carry a first aid kit. Any incidents requiring first aid must be reported to WBOPDC within 24 hours. In the event, that there is not a qualified first-aider available the work group cannot proceed on that day.
- 5.8 Project leader(s) will provide their own personal protection equipment including boots and wet weather gear. Advice on requirements will be provided by WBOPDC. Notwithstanding such advice provided by WBOPDC, all user groups are on site at their own risk and WBOPDC accepts no responsibility for any [accidents/damage/etc] caused.
- 5.9 _____ agrees to indemnify WBOPDC against liability for any damage or loss to the Council or any other person arising from the _____ actions or omissions in relation to the TECT Park.
- 5.10 The _____ shall always comply with the provisions of all statutes regulations and bylaws including but not restricted to the Health Act 1956, Resource Management Act 1991, Health and Safety at Work Act 2015 and the WBOPDC's District Plan. The Park is bound by several specific resource consent requirements that will need to be addressed in proposed site modifications.

5.11 In addition, the User Group area of interest may be an area falling under Forestry Right Agreement managed by Hancock Forest Management. Any request for tree removal would have to be approved by them in writing; proof of that permission must be provided to WBOPDC prior to work being carried out. Any permitted tree removal requested within the Forestry Right area will incur a compensation cost payable by the User Group.

6. PERMITTED TASKS

6.1 Physical entry into the area of interest upon prior notification to WBOPDC's Park Operations Manager.

6.2 Survey line clearing and tree removal within the area of interest to facilitate site scoping, surveying, and assessing if area **not part of a Forestry Right Agreement.**

6.3 Survey point establishment, marking and flagging.

6.4 Limited site clearing and track opening and/or track building within the area of interest to determine site contours and conditions in consultation with WBOPDC's Park Manager.

7. MEDIA INTEREST, PUBLICITY AND ACKNOWLEDGEMENTS

7.1 The Parties may publicise the achievements made pursuant to this MOU. Media releases may include acknowledgement of the support and involvement of the Parties.

8. TERM OF MOU

8.1 This MOU will come to an end after either of the following:

(a) Two years from the date the MOU was signed, or

(b) When the MOU is superseded by a User Group Management Plan being formally accepted by WBOPDC's Park Manager and WBOPDC and a formal lease, licence or permit signed by the Parties

8.2 One month prior to the end of the term of the MOU, a meeting will be held by the Parties to discuss the effectiveness of this MOU and to review the scoping undertaken during the year, and any issues that may have arisen.

8.3 By mutual agreement, the Parties may extend or renew this MOU for further periods of time, the Parties may agree either on the same terms or on varied terms.

9. DISPUTES

9.1 All disputes or differences between the Parties in relation to the interpretation or performance of this MOU shall be raised in the first instance with the WBOPDC's TECT Park Operations Manager.

9.2 If the dispute or difference is unable to be resolved by the Park Operations Manager, the Parties may agree to refer the matter to an independent mediator.

9.3 If, at the end of 14 days after either party gives written notice to the other seeking to refer the matter to an independent mediator, the parties have not either settled their dispute or agreed upon an independent mediator, it shall be referred to the arbitration of a single arbitrator to be appointed by the Arbitrators and Mediators Institute of NZ.

10. TERMINATION

10.1 Either Party may terminate this MOU at any time by giving one month's notice in writing to the other Party.

11. SUCCESSORS AND ASSIGNS

11.1 "The Council" and "The Owners" shall include their executors, administrators, and successors or permitted assigns.

SCHEDULE 1:

The area of interest is that area of TECT Park described as the _____
Sub-hub and identified on the attached map.

(Office Use Only - Dated once signed by all parties)

Dated this _____ day of _____ 2023.

SIGNED by: Name _____ Signature _____

Authorised Officer of the Western Bay of Plenty District Council

SIGNED by: Name _____ Signature _____

Representative of: _____

Contact details for the User Group Representative:

User Group or
Club Name: _____

User Group Role: _____

Name: _____

Phone: _____

Email: _____

Postal Address: _____
