

Dated

2017

MEMORANDUM OF UNDERSTANDING

TAUPŌ DISTRICT COUNCIL

**MANGAKINO COMMUNITY LED DEVELOPMENT
LEADERSHIP GROUP**

MEMORANDUM OF UNDERSTANDING

DATED

2015

BETWEEN TAUPŌ DISTRICT COUNCIL (TDC).

AND MANGAKINO COMMUNITY LED DEVELOPMENT LEADERSHIP GROUP (MCLD).

BACKGROUND

- A. TDC being a Local Authority
- B. MCLD being a group of community representative elected as part of the Department of Internal Affairs Community Led Development pilot project
- C. The parties are entering into this Memorandum Of Understanding (MOU) to record who will own and be responsible for new assets developed through initiatives funded as part of this pilot.

1. Understanding

- 1.1. From July 2011 the Government is providing long-term investment in community-led development. Community-led development allows communities to control their development process. It is characterised by a process where the whole community comes together to decide on their issues they want to address and strengths they can build on to meet some of their challenges.
- 1.2. This is a three year investment by Government and is due to finish by 30 June 2015. ¹
- 1.3. The Department of Internal Affairs is supporting community-led development by providing support and advice to participating communities.
- 1.4. The community forms a leadership group to drive and manage the development process to decide and agree on local visions, priorities, desired outcomes and development plans.
- 1.5. There is a separate agreement with Taupō District Council to act as the Fundholder and will administer, on behalf of the leadership group, any grants, grant agreements or any other funding sourced as part of the Mangakino Community Led Development initiative.
- 1.6. That MCLD has through engagement with the wider Mangakino Community developed a set of action plans. Within those plans, there are a number of project will result either purchase and or construction of community assets.

2. Ownership

- 2.1. At the completion of the Community led initiative in June 2015, ownership of community assets developed by MCLD shall vest in TDC. In this MOU “ownership” means ownership

¹ This has been extended by the Government till 30 June 2016

in the assets and ownership of the copyright in any assets that are works as defined in the Copyright Act 1966.

2.2. Community assets developed by MCLD will be agreed to on a case by case basis by the Mangakino/Pouakani Representative Group. Any such agreement may be recorded in any manner that the parties agree is appropriate.

3. Confidentiality

3.1. This Memorandum of Understanding will be available to the general public on request.

4. Maintenance

4.1 TDC, or its contractors, will carry out the necessary maintenance work at TDC's cost.

5. Damage and/or Vandalism

5.1. TDC will take all reasonably practicable measures to protect the assets from vandalism.

5.2. Any damage or vandalism is to be dealt with in a timely manner. The cost of repairs will be borne by TDC.

6. Council Discretion

6.1 for the sake of clarity the parties acknowledge that all decisions regarding maintenance or repair referred to in clauses 4 & 5 shall be at the discretion of TDC.

7. DISPUTE RESOLUTION

7.1 If either party has any dispute howsoever in connection with this agreement it will promptly:

- a. give full written particulars of the dispute to the other party; and
- b. thereafter communicate (and if practicable meet) with the other party in good faith to try and resolve the dispute.

7.2 If the dispute is not resolved within 5 working days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.

7.3 The parties must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings. The mediation procedure is:

- c. the parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee;
- d. the parties must co-operate with the mediator in an effort to resolve the dispute;
- e. if the dispute is settled, the parties must sign a copy of the terms of the settlement;
- f. if the dispute is not resolved within 20 working days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease;
- g. the terms of settlement are binding on the parties and override the terms of this agreement if there is any conflict;
- h. the terms of settlement may be tendered in evidence in any subsequent mediation or legal proceedings;
- i. the parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during

the mediation period, are not admissible by the recipient in any arbitration or legal proceedings.

8. General

8.1 No party gives any representation or warranty with respect to any information other than that it has the right to disclose such information.

8.2 This MOU shall terminate only with the agreement of both parties.

8.3 This MOU is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

8.4 This MOU may be signed in counterparts, including by facsimile or email, all of which when read together shall constitute one and the same document.

8.5 The date of this MOU shall be the date that the last person signed.

Signed by Taupō District Council

Signed by Mangakino Community Led
Development Leadership Group
representative

Signature

Signature

Name of authorised signatory

Date