

MEMORANDUM OF UNDERSTANDING (MOU)

Between

MANGAKINO CENTRAL CHARITABLE TRUST (MCCT)

and

MANGAKINO COMMUNITY-LED DEVELOPMENT (MCLD)

AND

TAUPO DISTRICT COUNCIL (TDC)

This Memorandum of Understanding (MOU) sets the terms and understanding between Mangakino Community-Led Development (MCLD), Mangakino Central Charitable Trust (MCCT) and Taupō District Council (TDC).

1. BACKGROUND:

The Mangakino Community Led Development Project is a four year initiative supported by Department of Internal Affairs. The Project is exploring how the local community can work together more to achieve locally determined visions and aspirations. Over the four year a Leadership Group nominated by the local community has invited local input to identify local priorities, and worked together with various stakeholders and community members to create change and plan and implement projects to help achieve local aspirations.

One of the community priorities is the need to erect storage facilities for a range of community assets.

As the Mangakino Community Led Development Project is approaching the Project end date, it is important that long term Projects that have been initiated during this period, have continuance and are adopted or taken ownership, by an established community organisation.

Mangakino Central Charitable Trust has written to Mangakino Community Led Development Leadership Group, offering the Trust services as long term custodians for the Community Resource Facility. The Trust has also expressed their desire to see the Facility run successfully and to ensure the visions for the Facility to remain the case in the future.

MCLD is aware that MCCT has an existing relationship with several potential users of the Facility, has a Mission Statement that is aligned to the needs of the community, has a sound Governance & Management structure in place, has an understanding of community-led principles and has demonstrated ability to meet stated goals.

MCLD advises that one of the uses for the Facility is for the storage and operation of the community curtain bank.

In addition MCLD and TDC have a MOU regarding the ownership of assets that had been developed by MCLD during the project period being vested in Council at the conclusion of MCLD pilot. It is noted that the storage facility has been constructed on Council land and that TDC will be the owner of that facility under the terms of the MOU.

2. RESPONSIBILITIES

(a) MCCT RESPONSIBILITIES UNDER THIS MOU:

MCCT shall undertake the following activities:

- Agree to the management of the Resource Facility once constructed.
- Use community led principles and practices in the management of the Facility. These include:

- Shared local visions or goals drive action and change, use existing strengths and assets, many people and groups working together, building diverse and collaborative local leadership and adaptable planning and action informed by outcomes
- Maintain the Facility and grounds
- Any profits after expenses are to be re-invested to improve the Facility or to support Community-led projects.

(b) MCLD RESPONSIBILITIES UNDER THIS MOU:

- MCLD will pay the insurance premium for the Facility until such time as ownership is vested in Council.
- MCLD will provide a completed building as per the agreed plan including appropriate building consents and codes of compliance, fencing and grounds in a tidy condition.

(c) TDC RESPONSIBILITIES UNDER THIS MOU:

- That should MCCT be no longer be able to carry out the responsibilities as outlined in this MOU, Taupo District Council can transfer the management to another community organisation under the same terms and conditions.
- Ensure that the Facility is managed using community led principles and practices.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

4. FUNDING:

This MOU does not include the reimbursement of funds between the parties.

5. DURATION:

This MOU shall become effective upon signature by parties.

_____ Date

(Partner signature)
(Partner name, organisation, position)

_____ Date

(Partner signature)
(Partner name, organization, position)

_____ Date

(Partner signature)
(Partner name, organisation, position)