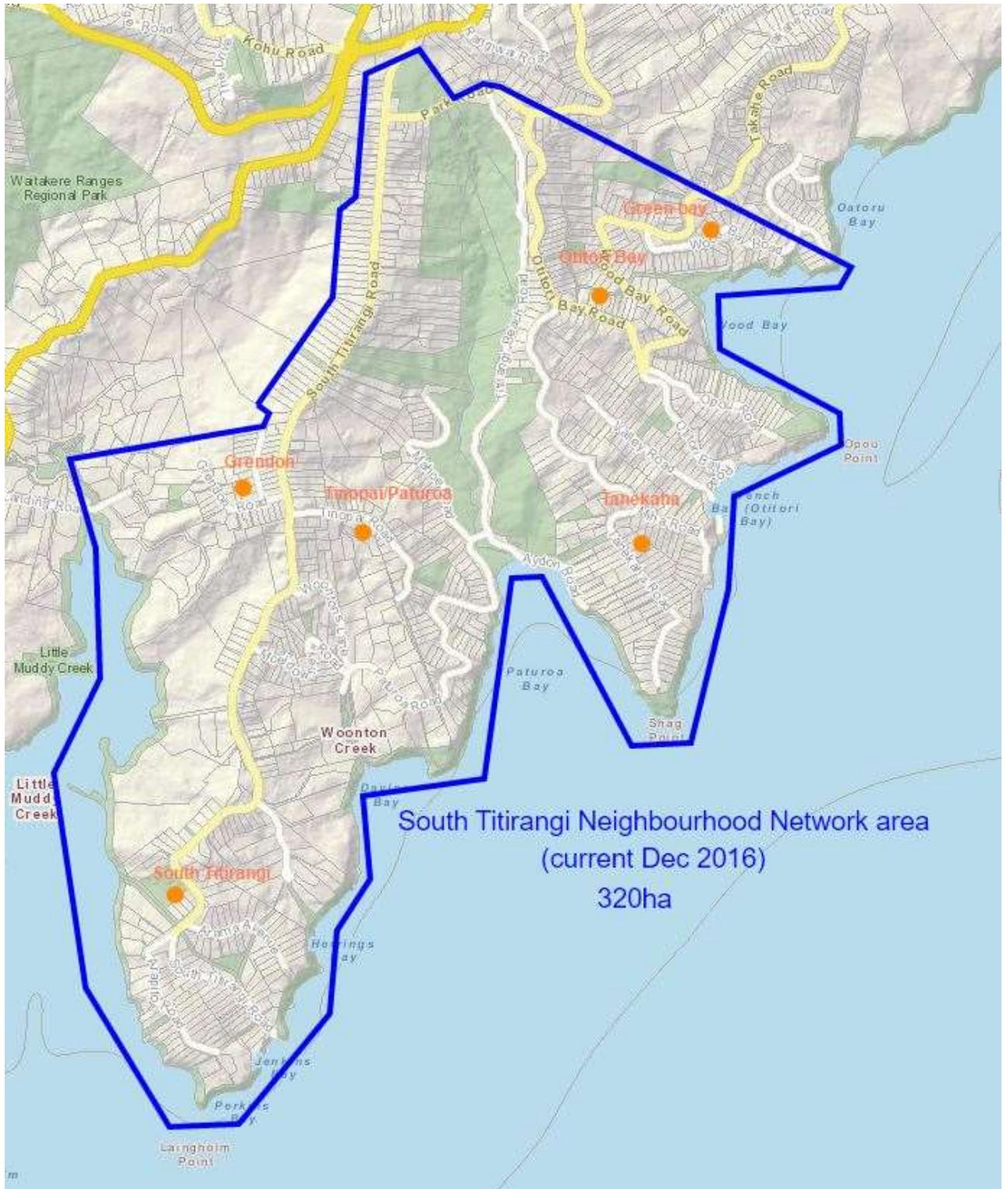


**AUCKLAND COUNCIL
AND
SOUTH TITIRANGI NEIGHBOURHOOD NETWORK
MEMORANDUM OF UNDERSTANDING**



PARTIES:

A. AUCKLAND COUNCIL

B. SOUTH TITIRANGI NEIGHBOURHOOD NETWORK (“STNN”) consisting of groups of neighbours from the South Titirangi peninsula.

PURPOSE:

This Memorandum of Understanding (“**MoU**”) sets out the basis of the intended cooperation between Auckland Council and STNN in respect of predator control, weed eradication and planting of native vegetation on public and private land in South Titirangi (“**Project**”) during the Term (as set out in Item 5(a) of this MoU).

It is contemplated that STNN may negotiate and enter into additional Letters of Intent with other relevant divisions of Auckland Council and/or its CCOs, where appropriate, to establish specific frameworks for cooperation.

PRINCIPLES FOR COOPERATION

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| <p>1. Background</p> | <p>The Waitākere Ranges Local Board aims to achieve greater conservation outcomes in the Waitākere Ranges Heritage Area through working with our communities to support ecological restoration projects on public and private land, and advocating for better coordination of pest plant, pest animal and pathogen control across Auckland Council and the Auckland Council family of organisations. Together with iwi and communities, the local board has a stewardship role in ensuring the ecological values of the Waitākere Ranges Heritage Area are protected, restored and enhanced.</p> <p>STNN was established by local residents in 2015 to “take action to improve the wellbeing of people and nature in South Titirangi”. One of its aims is to achieve a South Titirangi peninsula free of pest animals by 2022 and free of Waitakere’s worst pest plants by 2028. (Refer to Appendix 1)</p> <p>STNN has identified long term objectives and short- term actions for predator control, weed eradication and planting of native vegetation on public and private land in South Titirangi. These objectives are documented in working documents entitled “South Titirangi Neighbourhood Network Priorities” (original version dated January 2017). They align with regional aspirations of Pest Free Auckland and, at the local level, to the outcomes of the Waitākere Ranges Local Board Plan 2017.</p> <p>Auckland Council controls public reserves in South Titirangi, including regional parkland and local parks. The road reserves are managed by Auckland Transport through their Corridor Maintenance services. From 1 April 2019, maintenance budgets will move to Auckland Council to manage pest plants in accordance with the Regional Pest Management</p> |
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| | <p>Plan within the road reserves (including paper roads) on behalf of Auckland Transport, who will continue to own the asset. The Waitākere Ranges Local Board has decision making authority over local matters (e.g. activities in Local Parks), and inputs into the decisions of the Governing Body of Auckland Council (e.g. activities in Regional Parks) and the Board of Auckland Transport. The Local Board and STNN consider that a memorandum of understanding (MoU) is desirable in order to increase the effectiveness of ecological management on public and private land through better coordination of the work of STNN, Auckland Council and Auckland Transport in South Titirangi.</p> <p>South Titirangi is part of the Waitākere Rahui area. STNN has obtained a warrant from iwi Te Kawerau a Maki to continue its operations within forested areas in a controlled manner. STNN further acknowledges that it will comply with all restrictions and closures in respect of the Waitākere Ranges and any areas of South Titirangi imposed by Auckland Council and any other authorities.</p> |
| <p>2. Common Objectives</p> | <p>Both parties will contribute to maintaining, protecting and enhancing biodiversity in South Titirangi peninsula.</p> <p>This strategic approach is focused on restoring the ecological health of the South Titirangi landscape including pest management (pest plants, pest animals and pathogens), planting of native vegetation, building capability and empowerment of the community to play a major role in achieving these objectives, and joint advocacy to third parties.</p> |
| <p>3. Roles and Contributions</p> | <p>During the Term, STNN will:</p> <ul style="list-style-type: none"> (a) cooperate and communicate with Auckland Council in an open, timely and transparent manner; (b) ensure that all its neighbourhood coordinators: <ul style="list-style-type: none"> (i) have been fully informed and understand the terms of this MoU and all letters of intent between Auckland Council and STNN in respect of this Project; (ii) act at all times in accordance with the terms of this MoU and all letters of intent; (iii) comply at all times with any instructions of Auckland Council staff and representatives; and (c) provide Auckland Council with an annual work plan which will outline their objectives and proposed activities. This plan will: <ul style="list-style-type: none"> (i) align with the relevant reserve management plans, the Regional Pest Management Plan and Auckland Council’s Weed |

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| | <p>Management Policy;</p> <ul style="list-style-type: none"> (ii) detail how STNN activities will give effect to the Health and Safety at Work Act 2015; and (iii) detail how STTN activities will comply with the most up-to-date Standard Operating Procedures for Kauri Dieback published by Auckland Council; and (d) report quarterly to Auckland Council on activities undertaken by volunteers on local and regional parkland, volunteer hours, and the difference made to the local environment; (e) meet annually to update the Waitakere Ranges Local Board on progress made towards achieving its annual plan objectives; (f) undertake other tasks as identified in the attached letters of intent; and (g) comply with all restrictions imposed by the Auckland Council and its Representatives including restrictions on access to areas subject to Park closures. <p>During the Term, Auckland Council through the Waitākere Ranges Local Board will:</p> <ul style="list-style-type: none"> (a) cooperate and communicate with STNN in an open, timely and transparent manner; (b) when and where appropriate but at the sole discretion of Auckland Council, give land owner approval for volunteer activities on local parks according to an annual work plan provided by STNN with the consultation of Auckland Council, (subject to park closures or restrictions, availability and any other event); (c) consider access to resources and training for STNN activities in community parks within the constraints of the annual budget through the work programming process, or via contestable grant applications; and (d) hold yearly discussions with STNN to determine how it can coordinate with STNN to achieve its annual objectives. |
| <p>4. Fundraising</p> | <ul style="list-style-type: none"> (a) STNN will consult Auckland Council prior to making any application for sponsorship or funding from external sources for activities on local parks. This is to maintain clear communications on future plans and transparency with regard to funding sources; and (b) Auckland Council will, where appropriate, provide letters of support for third party funding applications submitted by STNN provided the |

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| | <p>applications are in accordance with the joint annual plan and/or agreed longer term objectives, and meet Auckland Council funding policy.</p> |
| <p>5. Scope and Term</p> | <p>(a) Term: This MoU is effective for a period of three years from the date of signing. The parties may renew this MoU for a further term of 3 year by written agreement;</p> <p>(b) Either party may request a review of this MoU; and</p> <p>(c) Either party may terminate this MoU on providing the other party with one month's written notice.</p> |
| <p>6. Communications / Dispute resolution</p> | <p>(a) If any disagreements or disputes between the parties arise under this Agreement, the parties will seek to resolve this dispute in good faith through appropriate dialogue, respect and appreciation of the others' points of view. The parties agree to keep confidential any such disagreements or disputes subject to paragraph (c) below.</p> <p>(b) Where the parties are unable to resolve any dispute, either party may terminate this MoU on providing written notice to the other party.</p> |
| <p>7. General</p> | <p>Both parties acknowledge and agree that this MoU merely states the understandings of the parties in respect of the Project. Nothing in this MoU:</p> <p>(a) binds either party to funding or resource allocation;</p> <p>(b) creates any relationship of agency, partnership, joint venture, trust or employment between the parties; and/or</p> <p>(c) creates or imposes any other legally binding obligations or liabilities on either party or any of their respective officers, employees, agents and/or advisors.</p> |

SIGNATURES

Greg Presland, Chair, Waitākere Ranges Local Board

Signature: _____

Signed on behalf of the Waitākere Ranges Local Board

Date:

STNN Representative

Names: Vicki Sargisson – Okewa Rd Co-ordinator. Linda Kestle – Grendon Rd Co-ordinator
South Titirangi Neighbourhood Network representatives

Signature: _____

Signed on behalf of South Titirangi Neighbourhood Network

Date:

Appendix 1: List of Waitakere's worst pest plants (from "Worst Weeds in the Waitākere Ranges Heritage Area", poster by Auckland Council and Forest and Bird Society, 2016)

1. Climbing asparagus
2. Wild ginger
3. Woolly Nightshade
4. Moth Plant
5. Agapanthus
6. Wandering Jew/Wandering Willie
7. Arundo Grass/Giant Reed
8. Japanese honeysuckle
9. Blue Morning Glory
10. Pampas Grass
11. Jasmine
12. Chinese privet and tree privet
13. Plectranthus
14. Taiwan Cherry
15. Gorse
16. Cape Ivy