

MEMORANDUM OF UNDERSTANDING made this _____ day of _____ 2010.

PARTIES

- (a) WAIHORA ELLESMERE TRUST ("the Trust") and
- (b) CHRISTCHURCH CITY COUNCIL ("the Council")

BACKGROUND

- A. The Trust, which is a charitable trust, was established by Deed dated 15th September 2003, ("the Deed") and incorporated on 11th May 2004. A copy of the Deed that contains the objects of the Trust is attached as Schedule A.
- B. The Trust developed from a group known as the Lake Issues Group. The Lake Issues Group was originally brought together by Environment Canterbury to discuss issues relating to Lake Ellesmere/Te Waihora ("the Lake"), and in particular the Lake opening regime.
- C. The Lake Issues Group developed a "Community Strategy for the Future Management of Lake Ellesmere/Te Waihora and its Tributaries" ("the Community Strategy"). The Community Strategy is attached as Schedule B. The Community Strategy recognised the need to form the Trust due to the nature of the issues affecting the Lake, the complexity of the Lake and its tributary system, and the number of goals set out in the Community Strategy.
- D. The Lake Issues Group consulted with the wider community on the vision, goals and actions contained in the Community Strategy. The Trust has subsequently adopted the Community Strategy as its guiding document and workplan.
- E. The Trust's vision is that the Lake will be:
 - A place where healthy and productive water provides for the many users of the Lake while supporting the diversity of plants and wildlife that make the Lake unique.
 - A place of cultural and historical significance that connects people with their past and their future.
 - A place where environmental, customary, commercial and recreational values are balanced while respecting the health of the resource.
 - A special wide open place for the enjoyment and wonderment of present and future generations.

- A place of contemplation and tranquility as well as activity, a place just to be.
- F. The objects of the Trust are:
- (i) To promote and, where appropriate, support best management practices as a means of maintaining/and or enhancing the ecological health of the Lake, including its tributaries.
 - (ii) To raise awareness regarding the cultural and historical significance of the Lake and its environs, including its settlement history and current status.
 - (iii) To provide appropriate dialogue opportunities for decision-making to ensure the various economic, social, cultural, recreational and environmental interests are considered.
 - (iv) To maintain the sense of place and character that makes the Lake and its environs special to current residents and users, and for future generations.
 - (v) To raise awareness and understanding of the values of the Lake to recreational and other users to ensure the integrity of the Lake is not compromised.
- G. In attaining its objects the Trust is required to recognise the views and expectations of Mana Whenua, to respect and implement dual heritage of the partners of Te Tiriti O Waitangi.
- H. The Council considers it desirable that the Trust achieves its visions and objects in respect to the Lake.

AGREEMENT

1.0 STATUS

- 1.1 The Parties agree that in signing this Memorandum of Understanding they do not intend to create any legal relationship between them by way of contract or partnership or any other legally binding form. It is agreed that no party shall have legal remedies against another party for failing to adhere to the terms and conditions set out in this Memorandum.
- 1.2 The Memorandum of Understanding does not preclude any Party's right to represent its interests under the Resource Management Act 1991 or other statutory processes.
- 1.3 The Council is subject to statutorily imposed roles and duties. The carrying out of these roles or duties must take priority over this Memorandum of Understanding if there is an actual or perceived conflict.

1.4 It is recognised that the Council's statutory authority only extends to the portion of the Lake that is within the Council's district.

2.0 GOALS OF THE MEMORANDUM OF UNDERSTANDING

2.1 The common intention of the Parties in entering into the Memorandum of Understanding is to:

- Work together towards achieving the vision of the Trust set out in Background E and the objects of the Trust set out in Background F; and
- Actively seek and encourage co-operation and participation by other individuals and organisations with an interest in the Lake to contribute to the achievement of the visions and objects of the Trust;

provided these goals are consistent with the terms of the Council's Long Term Council Community Plan [LTCCP].

3.0 CODE OF CONDUCT AND CONDITIONS

3.1 The Parties agree that in working together under the Memorandum of Understanding they will:

- Acknowledge the autonomy and independence of each other;
- Act in an honest and transparent way;
- Work together in good faith to identify options and initiate and achieve outcomes;
- Inform each other and share information, resources and expertise, subject to the Privacy Act 1993, the Local Government Official Information and Meetings Act 1987, and any other relevant statutes and any obligations of trust;
- Carry out their business in a way that is consistent with the objects of the Trust, provided that for the Council this does not conflict with any statutory duties or obligations imposed upon it, or with the terms of the LTCCP; and
- Not be constrained from carrying out any activity on their own, or with any other person or entity, including any activity that may impact on matters relevant to the Memorandum of Understanding.

4.0 CHRISTCHURCH CITY COUNCIL STAFF INPUT

4.1 Council staff will attend Trust Board meetings to provide information and support as deemed necessary by the Trust Board members and the General Manager Strategy and Planning Christchurch City Council.

5.0 OTHER INPUT

5.1 The Trust has previously determined that the membership of the Board would not include representation from local or central government agencies.

5.2 The Trust has also previously determined that any relevant local or central government agency representative could attend Board meetings to provide expert input, on an as needs or interest basis, but that no voting rights would accrue.

6.0 FUNDING AND REPORTING

6.1 The Trust may apply to the Council to request funding for its activities. Any application will be assessed by the Council in accordance with its standard assessment criteria. The terms of this Memorandum of Understanding do not represent a commitment by the Council to provide funding to the Trust.

6.2 If funding is provided by the Council the Trust will supply the Council with all information and reports required as a condition of any funding agreement.

6.3 Any funding provided by the Council will be used in a manner consistent with the terms of any funding agreement.

7.0 TERM

7.1 The Memorandum of Understanding will be for a term of ten years from the date of signing, with a provision for one renewal of ten years subject to the Parties giving written notice to each other two months before the expiry of the first term of the Memorandum of Understanding.

7.2 Any Party may withdraw from the Memorandum of Understanding by giving written notice of its intention to the other Party.

8.0 VARIATION

8.1 At any time any Party may give notice of a request for a variation to the Memorandum of Understanding. This may be to remove, add to or change a clause of the Memorandum of Understanding. The Parties must agree to any variation to the Memorandum of Understanding before that variation becomes effective. Any request for variation will be referred to the representatives of each Party. Representatives are listed under section 9.1 of this Memorandum of Understanding.

9.0 COMMUNICATIONS

9.1 The representatives of each Party to be used are:

- The Trust
- The Chairperson
Waihora Ellesmere Trust
PO Box 198
Tai Tapu 7545

- Christchurch City Council

General Manager Strategy and Planning
Christchurch City Council
PO Box 237
Christchurch 8140

10.0 SIGNED BY

Signed for and on behalf of:
Waihora Ellesmere Trust
By the Chairperson,
Brett Painter.

Signed for and on behalf of:
Christchurch City Council
By the Mayor, .
