[Draft][[1]](#footnote-2) Memorandum of understanding between Tasman District Council and Golden Bay Grand Stand Community Trust Incorporated

# [date]

# Parties

1. Tasman District Council (Council) is a unitary authority with regulatory responsibility for Mohua/Golden Bay among other areas. This memorandum is signed on behalf of the Council by the Mayor and Chief Executive of the Council.
2. The Golden Bay Grand Stand Community Trust Incorporated (Trust) is a registered charitable trust. This memorandum is signed on behalf of the Trust by two trustees.

# Purpose

1. This memorandum sets out the framework for an ongoing relationship between the Council and the Trust.

# Background

1. The relationship between the parties has come about after the Trust was established to preserve the historic grandstand at Takaka Recreation Park (Grandstand).
2. At present the Grandstand is vested in the Council as part of a recreation reserve under the Reserves Act 1977.
3. The Council previously decided that the Grandstand could be demolished. After receiving representations from the Trust, the Council decided on 27 July 2017 to allow the Trust a period of three months to submit a refined proposal for the Grandstand’s restoration.

# Goals and agreements

1. The parties agree to work together to:
   1. assist the Trust to prepare and submit by [XX XXX 2017] a refined proposal for the restoration of the Grandstand (restoration proposal);
   2. assist the Council to decide whether to agree to the restoration proposal; and,

If the restoration proposal is accepted

* 1. secure a lease or licence under the Reserves Act 1977 for the Trust to have legal rights and responsibilities over the Grandstand and the land it is sited on;
  2. assist the Trust to carry out the restoration proposal.

1. The parties also record that:
   1. the restoration proposal will include:
      1. an engineer’s assessment of the preservation and restoration works including costings and a timeline for restoration;
      2. a Conservation Plan giving precedence to heritage values over community use;
      3. a plan for the Trust to raise funds to restore the Grandstand;
      4. an application for necessary building consents for the restoration work and its future use along with a commitment to meet the consent conditions;
      5. a proposal for secure tenure of the Grandstand that may include taking ownership of the building along with a lease of the land it is sited on.
   2. the Trust has no objection to the Council demolishing, at the Council’s expense, the squash court building adjacent to the Grandstand as well as the Grandstand’s rear lean-to extension even if this occurs in advance of the Council deciding whether to agree to the restoration proposal;
   3. if the demolition in (b) occurs, the Trust will engage suitable contractors to make weathertight, at no cost to the Council, the remaining Grandstand structure, even if this occurs in advance of the Council deciding whether to agree to the restoration proposal;
   4. if the Trust secures a lease or licence over the Grandstand, the Trust will be responsible for the ongoing costs from that point of restoration and maintenance of the Grandstand.

# Legal effect

1. This memorandum is not legally binding and does not create a legal relationship.

# Relationship principles

1. The following principles guide the relationship between the parties:
   1. their shared interest in the Grandstand as a valuable resource for the local community at Golden Bay;
   2. acknowledgement of the Council’s responsibility for local government in its district and administration of the reserve the Grandstand is sited on;
   3. a commitment to act towards one another at all times reasonably and in good faith, signifying a working environment of mutual trust and respect.

# Review and variation

1. The parties acknowledge that over time the nature and focus of this relationship may change to reflect changed circumstances once the Council has decided whether to agree to the restoration proposal.
2. The parties may, at any time by mutual agreement, amend this memorandum to reflect:
   1. changes to the objectives of this memorandum as they reflect changing circumstances; and
   2. any other changes both parties agree are necessary.

# Term and Termination

1. This memorandum:
   1. commences on signing by both parties;
   2. terminates on the mutual agreement of the parties or by either party giving 60 days’ notice of termination to the other.

# Dispute resolution

1. The parties will act at all times in good faith and with the goal of preserving their relationship.
2. In the event of a dispute, the parties agree to the following process:
   1. First, agreed representatives of the parties will meet and attempt to resolve the dispute;
   2. If the dispute remains unresolved, the parties will engage in mediation through an agreed process.

# Signatures

|  |  |
| --- | --- |
| Date | Date |
| [Mayor, Tasman District Council] | [Trustee, Grand Stand Trust] |
| Witness | Witness |
| [Chief Executive, Tasman District Council] | [Trustee, Grand Stand Trust] |
| Witness | Witness |

1. Draft, version 2 of 22 September 2017, for discussion with the Trust and with Council. [↑](#footnote-ref-2)