



Dated this day of 2012

Parties

Wellington City Council, together with its successors and assigns (WCC)

Wellington Regional Council, together with its successors and assigns (GWRC)

Background

- a) WCC owns land (WCC land), refer schedule 1, within the Belmont Regional Park, (BRP), which is a Regional Park owned and or administered by GWRC.
- b) WCC wishes to transfer its Administering Body powers and responsibility for management in relation to WCC land to GWRC to the extent and on the conditions set out in this agreement. Refer schedule 2.
- c) It is the objective of WCC and GWRC to have the WCC land within BRP classified under the Reserves Act as Scenic Reserve.

Operative provisions

1. Reserve classification

- 1.1 The parties agree that WCC shall, as part of the implementation of this agreement, have the WCC land classified as Scenic Reserve.

2. Transfer of responsibility under section 17 Local Government Act 2002

- 2.1 The parties agree that WCC will transfer to GWRC the WCC administering body powers and management responsibilities in relation to the WCC land listed in Schedule 1, in accordance with WCC's current powers, duties and responsibilities under the Reserves Act.
- 2.2 The transfer of powers, duties and responsibilities is subject to the reservations and conditions set out in Schedule 2.
- 2.3 The parties confirm and warrant each to the other that in accordance with section 17 Local Government Act 2002:
 - 2.3.1 They have each approved this transfer through the annual planning process; and
 - 2.3.2 They shall each notify the Minister of Local Government of their respective proposals.

3. Term of agreement and commencement date

- 3.1 This agreement shall commence and take effect from the date the Minister of Local Government has been advised of the proposal by both WCC and GWRC.
- 3.2 The term of this agreement shall be until such time as GWRC no longer acts as the administering and management authority for BRP or as earlier terminated under the terms of this agreement.

4. Cooperation in achieving objectives

- 4.1 The parties agree to cooperate with each other, and do whatever is necessary to achieve the requirements and objectives of this agreement. In particular:
 - 4.1.1 Where the achievement of any term of the agreement requires a further consent from either party, and that consent may be given without following a statutory process, then that consent shall not be unreasonably withheld;
 - 4.1.2 Where the achievement of any term of the agreement requires consent from either party, but that consent is subject to a statutory decision-making process, then the party with the power to grant consent shall act in good faith.

5. Reporting of performance and resolution of disagreement

- 5.1 The parties will jointly monitor and report on the performance of their respective obligations under this agreement, and will from time to time discuss how and when this joint monitoring and reporting is to occur. As part of the reporting process, GWRC shall report to WCC every twelve months throughout the term of this agreement the capital expenditure spent in the previous twelve months and the capital expenditure forecast to be spent in the next twelve months on the WCC land.
- 5.2 During the initial two years from commencement of this agreement, the parties will appoint a review group consisting of four officers, two to be nominated by each party, and this review group shall meet at least every twelve months to consider and formally report on any issues and agreements relating to the land arising in the course of this agreement.
- 5.3 Any disagreement between the parties, which cannot be resolved, shall be referred to the Wellington Conservator of the Department of Conservation, whose direction shall be binding on GWRC and WCC.

6. Termination of agreement – WCC Land

6.1 Either party may, in accordance with section 17 Local Government Act 2002, require the termination of this agreement, but shall in any event proceed as agreed below:

6.2 Where a party wishes to terminate the agreement under clause 6.1, the following terms shall apply:

6.2.1 Two year's notice of termination is to be given, and notice is not to be given until the party proposing the termination has made a resolution to that effect in accordance with section 17 after following the special consultative procedure;

6.2.2 Despite the notice provisions contained in paragraph 6.2.1 the parties may mutually agree to terminate this agreement at any time.

7. Variation of the agreement

7.1 The parties may at any time by agreement between them propose to vary this agreement in accordance with section 17 Local Government Act 2002. No such proposed variation shall be binding on the parties until each of them has resolved to proceed with it in accordance with section 17.

7.2 Nothing in paragraph 7.1 shall apply to any proposed variation agreed between the parties which does not affect the substance of the original proposal;

8. No interest in land created

8.1 The transfer of responsibilities for the land under this agreement does not affect the ownership of the land and does not create or assign any interests in that land.

Schedule 1

Description of land affected by transfer of responsibilities – the WCC land

Computer Freehold Register	Legal Description	Area
WN19B/69	Part Section 14 -16 and Part Section 20 Horokiwi District	105.9142 hectares

Schedule 2

Transfer of powers and responsibilities, reservation of responsibilities and conditions of transfer of the WCC Land

Responsibilities transferred by WCC to GWRC

Subject to the reservations and the conditions set out below, WCC transfers to GWRC all its current administering body powers and management responsibilities as set out under the Reserves Act in relation to the WCC land. To the extent necessary to give effect to this transfer, WCC also transfers to GWRC all its powers, rights, and obligations in relation to the WCC land. For the avoidance of doubt, this transfer does not affect the ownership of the WCC land, and does not create nor vest in GWRC an interest in the WCC land. The transfer is to allow GWRC to manage the WCC land for the purposes set out in the Reserves Act 1977. The co-operation and resolution provisions contained within sections 4 and 7 of this agreement will apply throughout any management processes.

Management plans

WCC transfers its powers under the Reserves Act 1977 to GWRC for the preparation of management plans over and in respect of the WCC land contained in schedule 1 and in accordance with section 41 of the Reserves Act.

GWRC undertakes to prepare management plans for BRP in full accord with the provisions of the Reserves Act 1977.

Accordingly:

GWRC shall:

- (i) notify GWRC's intent to review a management plan in accordance with the provisions of the Reserves Act 1977;
- (ii) prepare a draft management plan that provides for and ensures the use, enjoyment, maintenance, protection, preservation and development, as appropriate, for the classified purpose and ensure compliance with the principles of that purpose;
- (iii) approve the release of the draft management plan for public comment;
- (iv) receive and consider submissions on the draft plan;
- (v) prepare a final plan;
- (vi) provide WCC with a copy of the GWRC approved final plan.

WCC shall:

- (i) provide any comments to GWRC in accordance with the statutory requirements for consultation under the Reserves Act and

WCC acknowledges that GWRC shall retain the right to use decision making processes that GWRC deems appropriate to meet its Management Plan obligations, provided that these processes comply with the provisions of the Reserves Act.

Utility structures

The approval for placement of any new utility structure on the land is a decision for WCC as the land owner in consultation with GWRC. For this purpose 'utility structure' includes any structure in connection with telecommunications, energy, water supply, drainage, waste disposal or treatment, or any form of transport; but it does not include:

- (i) Any structure, pipe, cable or line which is entirely underground, and which, after installation, will not interfere with either the visual character of the land, or the public enjoyment of it; or
- (ii) The replacement of any utility structure existing at the commencement date, provided that the effect of any replacement structure is no greater than that of the existing structure, and provided that WCC has been advised of the proposed replacement and agrees that the replacement structure has no greater effect than that of the existing structure.

Reserve status of lands

- (i) A decision to seek the revocation of the reserve status of all or any part of the WCC land may only be made where WCC and GWRC both agree to that action.
- (ii) A decision to change or to seek a change to the classification under the Reserves Act 1977 of any part of the WCC land may only be made where WCC and GWRC both agree to that action.

Leases, licenses, concessions and easements

- (i) GWRC shall, without reference to WCC, be permitted to grant any lease, licence or concession, or renewal thereof, over the WCC land where the full term of any such grant shall not exceed five years, provided such grant is in full accord with the Reserves Act 1977, the Management Plan of the Park and this agreement.
- (ii) Where GWRC proposes to grant any lease, licence or concession over the WCC land where the full term (including renewals) of any such grant shall exceed five years, the proposal shall be referred to WCC for approval. Should WCC agree to proceed, GWRC has the authority to proceed with processes or public consultation required under the Reserves Act 1977.
- (iii) A decision to grant an easement, over any part of the WCC land may only be made by WCC, in consultation with GWRC.

Bylaws and enforcement

GWRC bylaws shall apply to the WCC land

WCC shall revoke any WCC Ranger powers or delegated authority over the WCC land

GWRC and WCC shall co-operate in relation to any proposed bylaw under section 149 LGA, which specifically relates to the WCC land

GWRC has full authority to enforce GWRC bylaws over the WCC land

Operational & capital expenditure

GWRC shall be responsible for all expenditure on the WCC land and agrees all expenditure is to be consistent with the Management Plan. All reporting on capital expenditure will be in accordance with the provisions of clause 5 of this agreement.

Revenue

GWRC and WCC agree that any income earned from the WCC land shall be payable to GWRC and shall be applied by GWRC, as directed by section 78 of the Reserves Act 1977, to BRP, being the Park in which it was earned.

Maintenance of land

GWRC shall be responsible for maintaining the WCC land and its vegetation, specifically to:

- (a) provide and maintain tracks, signage, shelters and interpretation material;
- (b) control pests and weeds;
- (c) undertake specific projects in accordance with the Reserves Act and any operative Management Plan or
- (d) as agreed with WCC from time to time and in accordance with any other relevant legislation e.g. Resource Management Act.

Indemnity

GWRC shall indemnify WCC against all claims and actions arising from the GWRC management of the WCC land, which arises from this agreement, except where that liability arises from a decision made by WCC under one of the reserved powers listed in Schedule 2.

WCC shall indemnify GWRC against all claims and actions arising from the WCC management of the WCC lands, prior to the transfer of management to GWRC.

GWRC shall be responsible for compliance with building and safety requirements, except for the operations of WCC.

Contamination and dangerous materials

Should any contamination or dangerous goods be identified on or within the WCC land, WCC and GWRC will work together to jointly resolve and rectify. GWRC shall hold no responsibility for contamination within the WCC land that is found to have been in existence prior to the commencement of this agreement.

Reconciliation of ownership of assets etc on termination

At the end of this agreement, or the early mutual termination of the agreement, GWRC shall compile claims for compensation from WCC for the GWRC capital expenditure expended on WCC land which is to be returned to WCC control. Compensation shall be limited to the depreciated actual capital expenditure incurred by GWRC as it is recorded in the GWRC assets register for BRP. WCC shall pay GWRC the appropriate compensation for the identified depreciated capital expenditure.

Other legislation and responsibilities

This agreement in no way affects or alters the statutory responsibilities of GWRC and WCC under any legislation, except the Reserves Act 1977 or the Local Government Act 2002 and only in accordance with this agreement. **Note:** WCC remains the Rural Fire Authority under the Rural Fire Act within WCC statutory boundaries.

THE COMMON SEAL of

WELLINGTON REGIONAL COUNCIL

Was affixed in the presence of:

_____ (Authorised Signatory)

The **COMMON SEAL** of

The **WELLINGTON CITY COUNCIL**

Was affixed pursuant to a

Resolution of Council

in the presence of:

_____ (Authorised Signatory)