

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Porirua City Council
Te Runanga O Toa Rangatira
Wellington City Council
Greater Wellington Regional Council
Department of Conservation
Ministry of Fisheries
New Zealand Transport Agency
OnTrack-New Zealand Railways Corporation
Regional Public Health
Royal Forest & Bird Protection Society of New Zealand Inc
Fish & Game New Zealand
Queen Elizabeth the Second National Trust
Pauatahanui Inlet Community Trust
Guardians of Pauatahanui Inlet**

REGARDING

PORIRUA HARBOUR AND CATCHMENT STRATEGY

Version 4: 28 October 2009

The Parties

The listed agencies will hereafter be termed the 'Parties'

Background

The Porirua Harbour (incorporating the Pauatahanui Inlet, Onepoto Arm, harbour entrance and open coast) is the largest estuary in the lower North Island. The Harbour has national, regional and local significance as an ecological, recreational, social, cultural and economic resource.

The Harbour is subject to a range of historical and current man-made impacts that are progressively and increasingly degrading the harbour environ and the local, regional and national values attached to the harbour. Planned and potential development is likely to hasten and aggravate this degradation.

Porirua City Council and Te Runanga O Toa Rangatira, supported by Greater Wellington Regional Council and Wellington City Council, are developing an integrated and comprehensive Porirua Harbour and Catchment Strategy that seeks to address resource management issues in the Porirua basin. This Strategy is an evolution of the Pauatahanui Inlet Action Plan (already adopted by a number of agencies) with extension to the whole Harbour catchment and a wider mandate.

Strategy development is part of a Porirua Harbour Programme which also involves establishing an effective inter-agency network, a public consultation process, and a research plan that will inform decision-making and Strategy development. It is intended that the eventual Strategy will include an implementation plan of agreed responsibilities and actions of the key authorities and agencies within the Harbour basin.

To ensure interagency communication, coordination and participation in the Strategy development, a Porirua Harbour Interagency Advisory Group (PHIAG) has been established. This is convened by PCC and meets on an as necessary basis.

A separate Porirua Harbour Science Group also exists to review, advise, plan and oversee critical research on Porirua Harbour. The foundational members of this Group are GWRC, PCC, WCC and PICT, which expands, when necessary, to include particular interest agencies.

Agreement

All parties accept their obligations under this agreement as follows:

1. To support the concept of a comprehensive integrated Porirua Harbour and Catchment Strategy
2. To support and contribute towards the development of a Porirua Harbour and Catchment Strategy
3. To support and contribute towards the Porirua Harbour Inter-agency Advisory Group (PHIAG)
4. To participate in and contribute towards any relevant special topic groups that may be established as part of the Harbour programme or Strategy development process

In addition:

5. Porirua City Council will take the lead role in coordinating and facilitating the PHIAG, and development, drafting and production of Strategy documents.

Guiding Principles

In fulfilling the terms of this MOU the parties will be governed by the following guiding principles:

Constructive engagement – the parties will foster constructive working relationships and use their best endeavours to ensure that staff, and any advisers, cooperate in good faith with one another, and are available at all reasonable times to consult with one another.

Proactive communication – the parties will work to ensure that any potential concerns regarding any aspects of strategy development and cooperation are identified in a proactive manner and that steps are taken to avoid them, or to address them as soon as possible.

Information sharing – Parties will share information relevant to the matters covered by the MOU:

Respect for mandates – All parties will recognise and respect the mandates and statutory responsibilities of the other parties.

Partnership – The parties will give effect to this MOU in a manner that reflects a sense of partnership and shared responsibility protecting the Harbour, waterways and associated values.

Term of the Agreement

This MOU will run from the date of signing until the Porirua Harbour and Catchment Strategy has been developed and agreed by interest parties. It will be reviewed, with discussions between all parties, following completion of the Strategy and associated implementation plan.

Effect of Memorandum

While this MOU is not intended to create legal rights, the parties agree that they will:

1. Abide by it in accordance with its purpose, spirit and intent
2. Take steps reasonably necessary to give effect to it
3. Perform the responsibilities, and comply with the requirements, set out in it

Copyright Issues

Any user obtaining access to other agencies' or individuals' materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with written permission from the copyright holder, or as a single copy for reference only.

Intellectual Property

Each group retains ownership of any intellectual property it owned prior to commencement of this MOU.

Each group retains ownership of any intellectual property it may create on its own account.

Any intellectual property developed through any joint research as part of the Porirua Harbour programme may be shared jointly by project partners, provided that clear acknowledgement is made to the creator of such property.

Promotion and Publicity

Each organisation will recognise each others contribution to the Harbour programme and Strategy. Each will not conduct any promotional activity in relation to the Harbour programme and strategy without obtaining prior approval from Porirua City Council as to the content, and context, of each such activity.

Limitation

Nothing in this MOU obligates parties to financial commitment towards the Harbour programme other than staff time and information development and supply, unless by specific other arrangement.

Costs

Each party will bear its own costs of undertaking the activities associated with this MOU.

..... Porirua City Council	Date
..... Te Runanga O Toa Rangatira	Date
..... Wellington City Council	Date
..... Greater Wellington Regional Council	Date
..... Department of Conservation	Date
..... Ministry of Fisheries	Date

APPENDIX TWO

.....New Zealand Transport Agency	Date
.....OnTrack-New Zealand Railways Corporation	Date
.....Regional Public Health	Date
.....Royal Forest & Bird Protection Society of New Zealand Inc	Date
.....Fish & Game New Zealand	Date
.....Queen Elizabeth the Second National Trust	Date
.....Pauatahanui Inlet Community Trust	Date
.....Guardians of Pauatahanui Inlet	Date