

Memorandum of Understanding in relation to Whakaora Te Waihora



Ministry for the
Environment
Manatū Mō Te Taiao



Te Rūnanga o **NGĀI TAHU**



**Environment
Canterbury**
Regional Council
Kaunihera Taiao ki Waitaha

Memorandum of Understanding in relation to Whakaora Te Waihora

Agreement made this

25 August 2011

Between

**The Ministry for the Environment (the
“Ministry”)**

And

**Canterbury Regional Council (“Environment
Canterbury”)**

And

Te Rūnanga o Ngāi Tahu (“Ngāi Tahu”)

together referred to as the “Parties”

Purpose of this Memorandum

1. The purpose of this Memorandum of Understanding (“Memorandum”) is to:
 - signal the commitment to a partnership involving Ngāi Tahu, the Ministry and Environment Canterbury regarding the remediation and management of Te Waihora; and
 - outline the expectations and commitments of the Parties involved in the Whakaora Te Waihora remediation project (the “Project”).
2. This Memorandum is a voluntary agreement and nothing in this Memorandum is legally binding.

Background

3. Te Waihora is a broad, shallow lagoon/coastal hāpua which covers an area of 19,781 hectares and is located directly to the west of Banks Peninsula/Te Pātaka a Rākaihautū. It is the largest lake in Canterbury and an important link in the chain of coastal lagoons and estuaries along the east coast of the South Island/Te Wai Pounamu.
4. Te Waihora is a tribal taonga to Ngāi Tahu. The lake bed was vested in Ngāi Tahu in their 1998 Treaty of Waitangi Deed of Settlement. Te Waihora is an area of cultural, mahinga kai natural, historic, recreational and commercial importance. To Ngāi Tahu, Te Waihora represents a major mahinga kai and an important source of mana. Its earliest name, Te Kete Ika a Rākaihautū - the fish basket of Rākaihautū, - pays tribute to this significance and the role of the lake in the history, identity and ongoing wellbeing of Ngāi Tahu Whānui. This includes the

outstanding values relating to habitat for wildlife, indigenous vegetation and fish and significance in accordance with tikanga Ngāi Tahu in respect of Ngai Tahu history, mahinga kai and the customary fishery.

5. Te Waihora's health is in decline. Water quality and quantity is poor, and it ranks as one of New Zealand's three most degraded lakes according to the Trophic Level Index. Human-induced change in the catchment, intensive farming, drainage and clearing of wetlands have hastened the lake's progression to a high nutrient/high sediment inflow and low flush/low water quality system. The lake has exhibited the features of a highly eutrophic lake since at least the 1970s.

The Project

6. The Parties have jointly agreed to the development of this Memorandum with the knowledge that it will articulate the agreements that need to be developed and confirmed between them before any funding is granted to the Project.
7. The project is a component of Whakaora Te Waihora a joint programme between Ngāi Tahu and Environment Canterbury to accelerate biodiversity and water restoration and management in and around Te Waihora and the catchment in a framework of Ki Uta Ki Tai.

The Project aims to:

- Accelerate the restoration of ecosystem health of an internationally significant wetland, notable for its outstanding wildlife and native vegetation values.
 - Begin the process of restoring and enhancing specific cultural sites and mahinga kai.
 - Protection and restoration of lake margin wetland habitats, existing indigenous vegetation and wildlife and restoration of specific lowland tributary streams and riparian habitats.
 - Improve lake and catchment management practices by focusing on sustainable landuse and drainage practices within the catchment.
 - Establish a robust monitoring and investigations programme that ensures the lake response to management is understood and management activities are adapted accordingly.
8. A detailed project management plan for the first 2 years will be developed once this Memorandum has been signed.

Deed Development

9. This Memorandum signals a commitment from the Parties to ensure a number of tasks are completed (or underway, as stated) prior to the signing of a deed of funding. These tasks include:
 - Ngāi Tahu and Environment Canterbury will develop and sign a relationship agreement that sets out the on-going relationship between the two parties with regard to the management and governance of Te Waihora. This agreement will include a

governance structure and terms of reference with clearly defined accountabilities and responsibilities.

- confirmation of suitable project management to implement the Project.
- a robust Project plan including a phased budget and Project schedule.

Roles and Responsibilities

Ngāi Tahu and Environment Canterbury

10. Ngāi Tahu and Environment Canterbury are responsible for the management and successful implementation of the Project. This responsibility will be reflected by Environment Canterbury and Ngāi Tahu maintaining appropriate roles in the governance structure for the management of Te Waihora for the life of the Project.
11. Environment Canterbury and Ngāi Tahu are responsible for the confirmation of suitable project management arrangements for the life of the Project.
12. Ngāi Tahu and Environment Canterbury are responsible for the management of the relationships and arrangements with other contributors (financial or otherwise) to the Project.

Ministry for the Environment

13. The Ministry administers the Fresh Start for Fresh Water Clean-up Fund (the Fund). The Fund's purpose is to assist regional councils and relevant partners with the clean-up of contaminated fresh water bodies within their jurisdiction.
14. The Ministry is accountable for the government's funding to the Project and will report on the Project's progress to the Minister for the Environment and the Local Government and the Environment Select Committee. This responsibility will be reflected by the Ministry maintaining an appropriate role in the Project's governance structure.
15. The Ministry will keep other government agencies with an interest in the Fund and/or Te Waihora informed of the Project's progress.

Funding

16. The development of a deed of funding between the Parties will be required before expenditure is incurred. The deed will be able to be signed once the requirements under this Memorandum are finalised. It is expected the deed will be signed by late September 2011.
17. The Ministry has signalled a commitment to fund up to \$6 million dollars from the Fund to the Project over the next two years (2011 – 2013)) from the date of the deed signing, provided the requirements set out in this Memorandum are met by all Parties. Any further funding for the Project sought from the Fund after this time will need to be applied for through the contestable process of the Fund.
18. Environment Canterbury and Ngāi Tahu have signalled that they will collectively contribute, and facilitate the contribution of, up to \$4 million,

provided the requirements as signalled in this Memorandum are finalised. The Parties acknowledge that, prior to Environment Canterbury committing funding towards the Project, Environment Canterbury must comply with all of its statutory and regulatory obligations, including those under the Local Government Act 2002.

Official Information

19. Each Party will inform the other Parties if it receives a request for information relating to the Project under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987. The Parties acknowledge that they must release that information unless there are lawful reasons for withholding the information.

Communications

20. The Parties will keep each other informed of opportunities and issues relating to the Project or that may have an effect on the Project at the earliest opportunity.

21. The Parties will work together to ensure timely and quality end results.

22. The lines of communication between the Parties will be frequent and open, with a formal reporting structure developed and implemented.

23. It is anticipated that the formal reporting structure will include, but not be limited to: progress on deliverables, activities planned for the next reporting period, any issues that have arisen and actions required to manage them, and a schedule tracking the delivery dates.

24. The continuing communications protocols and the involvement of the Parties will be fully determined once the Project structure is established.

25. The Ministry will be the point of contact for all enquiries regarding the Ministry's funding contribution.

26. Jointly Environment Canterbury and Ngāi Tahu will determine and confirm in writing the point of contact for the Project work programme.

27. This Memorandum signals a commitment to further develop appropriate communication channels for the Project as the Project evolves. The primary points of contact are listed at the end of the Memorandum.

Conflict of interest

28. Each Party (including its employees and agents) will use its best endeavours to avoid conflicts of interest, which include situations that could compromise any of the other Parties' integrity, but excludes situations where a Party is carrying out its statutory obligations.

29. Each Party must advise the other Parties in writing of any actual or potential conflict of interest that might arise in the performance of the relevant Party's obligations and assist the other Parties to address or avoid or mitigate that conflict of interest.

Confidentiality

30. Each Party will:

- keep confidential information confidential at all times (unless the release of that information is required by law);
- not disclose any confidential information to any person other than its employees or third parties to whom disclosure is necessary for the purposes of carrying out the Project; and
- effect and maintain adequate security measures to safeguard the confidential information from access or use by unauthorised persons.

31. For the purposes of this Memorandum, “confidential information” means all information relating to the Project or this Memorandum which might reasonably be expected by any Party to be confidential in nature.

Term of Memorandum

32. The initial term of this Memorandum shall be from the date the Parties sign this Memorandum until the end of the funding arrangement as stipulated in paragraph 17.

33. The term of this Memorandum can be extended by the written agreement of the Parties.

Changes to Memorandum

34. This Memorandum may be amended from time to time to reflect the ongoing relationships amongst the Parties over the duration of the Project; for example, any changes to or new terms of reference for the governance structure, ongoing communications protocols, and specific roles and responsibilities.

35. Any changes to this Memorandum shall be made in writing, agreed by the Parties and signed by persons authorised to do so on behalf of each of the Parties and such changes shall be attached to and form part of this Memorandum.

Contacts

36. The primary contact for the Ministry for the Environment is:

Cameron Sherley, Manager, Remediation Projects
 Address: 23 Kate Sheppard Place, Wellington
 Telephone: 439-7555, Fax: 439-7700 Email: cameron.sherley@mfe.govt.nz

37. The primary contact for Te Rūnanga o Ngāi Tahu is:

Jason Arnold, Senior Environmental Advisor – Te Waihora
 Address: 50 Corsair Drive, Wigram, Christchurch
 Telephone: 027 3295523 Email: jason.arnold@ngaitahu.iwi.nz

38. The primary contact for Environment Canterbury is:

Stephen Hall, Programme Manager Pests and Biodiversity
 Address: Ellesmere Centre, 24 Edward Street, Lincoln
 Telephone 027 6789 757 Email: Stephen.hall@ecan.govt.nz

EXECUTION:

Signed by:
on behalf of the Ministry for the Environment

Signed by:
on behalf of Te Rūnanga o Ngāi Tahu

Signed by:
on behalf of Te Waihora Management Board

Signed by:
on behalf of Canterbury Regional Council