

# **ARANUI COMMUNITY RENEWAL**

## **MEMORANDUM OF UNDERSTANDING**

BETWEEN

**HOUSING NEW ZEALAND CORPORATION**

AND

**THE CHRISTCHURCH CITY COUNCIL**

AND

**THE ARANUI COMMUNITY TRUST INCORPORATED SOCIETY**

Dated this            day of

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**In respect of issues relating to the Aranui Community Renewal Project**

## **THE PARTIES**

**HOUSING NEW ZEALAND CORPORATION**, a Crown Owned Entity (“HNZC”)

**And**

**CHRISTCHURCH CITY COUNCIL**, its Officers and staff, of Christchurch (“CCC”)

**And**

**THE ARANUI COMMUNITY TRUST INCORPORATED SOCIETY**, representing the Aranui Community (“ACTIS”).

## **BACKGROUND**

1. An objective of HNZC is to assist individuals and families in serious housing need, to access and sustain appropriate housing, to assist in building the capacity of these households to meet their own needs and to contribute to the development of strong communities.
2. An objective of the CCC is to contribute to the community’s social wellbeing by ensuring that support is provided to the community in accessing social and infrastructure services
3. An objective of the ACTIS is to assist through active participation by members of the Aranui Community in the process and activity in improving the quality of life for the residents of the suburb of Aranui.
4. The parties wish to enter into this Memorandum of Understanding (Memorandum) with the aim of working together to achieve joint objectives with the assistance of each other in the Christchurch suburb of Aranui.

## **INTENTION AND UNDERSTANDING OF THE PARTIES**

5. In signing this Memorandum the parties do not intend to create any legal relationship between them by way of contract or partnership or any other legally binding form but to set out their mutual intentions in relation to progressing the aims of the Aranui Community Renewal Project. 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.
6. It is the intention of the parties to work together to “enhance Aranui as a good place to live” by meeting the following joint objectives:
  - Broadening the capacity of the community to take greater ownership of Aranui’s future.
  - Reducing unemployment

- Increasing income per household
- Improving community cohesion and participation
- Improving the physical environment.
- Improving housing management delivery.
- Ensuring that improvements are sustainable.

## **SCOPE**

7. The scope of the objectives listed above will be at policy development, service and delivery levels and may cover pilot initiatives and trials and “reducing inequalities” initiatives. In respect of urban renewal, the parties hope to achieve a measurable improvement in the quality of life for the residents of Aranui. The dimensions of urban renewal to achieve this would include community development and improvement of infrastructure and housing stock.

## **IMPLEMENTATION**

8. It is agreed that the parties will pursue the implementation of this Memorandum through their own organisations and through the management and implementation structure defined in Clauses 16, 17 and 18.

## **ACT IN GOOD FAITH**

9. The parties recognise that each party has a defined mandate, whether it be statutory or otherwise, in respect to its own responsibilities in Aranui.
10. In conjunction with the above-described mandate, the parties will make every endeavour to achieve implementation of this Memorandum and each party will act in good faith in meeting its responsibilities under this Memorandum.
11. While each party will maintain ownership of their own projects, each party agrees to fully consult the other parties and keep them advised of issues that may affect one party as a result of the activities of the other, where this is reasonably practical and where the information is not information that could be withheld under the Local Government Official Information and Meetings Act 1987 (“LGOIMA”) or the Official Information Act 1982 (“OIA”). The parties may however choose to consult regarding commercially sensitive information, in accordance with clause 23 (iv).

## **TERM**

12. The term of this Memorandum shall commence from the date of execution by all parties and remain in force for 2 years from that date, unless any party terminates this Memorandum by giving one (1) months notice in writing to the other parties.

13. At the end of the term of the Memorandum the parties are free to negotiate a further term, or further terms as they determine for the Memorandum. This clause does not impose an obligation on any party to negotiate a further term(s) and each shall be free to do so at their sole discretion.

## **CONFLICT RESOLUTION**

14. Should a dispute or difference of opinion or interpretation (“dispute”) arise between the parties to this Memorandum and/or any actions that arise from this Memorandum, the dispute shall be referred to the Project Steering Group (see Clause 17).
15. Should the dispute not be able to be resolved by the above means, then such dispute will be referred to a meeting of representatives of HNZC, representatives of the CCC and representatives of the Aranui Community Renewal Committee.

## **ORGANISATIONAL STRUCTURE**

16. This Memorandum is the highest level of documentation in the relationship between the parties, and supersedes the existing Memorandum of Understanding between Housing New Zealand and the Christchurch City Council dated 4 September 2000. The Memorandum is executed and actioned by the Project Steering Group.
17. The Project Steering Group is a body comprising representatives of the CCC, representatives of HNZC and representatives of the community of Aranui, currently represented by the ACTIS.
18. The parties agree and accept that their respective representatives are required to act on and under the directives of their respective organisations and communities.

## **REPORTING AND ADMINISTRATIVE MATTERS**

19. At three-monthly intervals, the appointed representatives of the three parties shall report on the project activities in terms of this Memorandum to the Project Steering Group. This is additional to any reporting within their own organisational structures.
20. The CCC shall provide administrative support for the Project Steering Group to ensure that the reasonable needs of the Steering Group are met.
21. The CCC and HNZC shall jointly contribute to the costs of maintaining an effective community forum to represent the views of the Aranui community. The amount the CCC and HNZC contribute to the maintenance of such forum shall be at the sole

discretion of each party. The parties acknowledge that community representation will be inclusive and will not necessarily be limited to any one representative committee or group.

22. Applications for joint funding of community initiatives shall be assessed against criteria developed and agreed by the parties.

## **PRINCIPLES**

23. The principles relating to this Memorandum and subscribed to by the parties in the implementation of this Memorandum and their joint objectives are as follows:

- (i) The parties each have critical roles and responsibilities in respect of providing and facilitating the provision of community development and renewal in Aranui and are therefore committed to using available resources and powers to further these where such actions are consistent with the strategies of each party. This Memorandum will in no way constrain any party in carrying out any of its duties in terms of its current policies, agreements, statutory requirements and obligations.
- (ii) The parties, while recognising existing policy positions, are not constrained by previous planning and project commitments and are prepared to review and update previous planning assessments and initiatives.
- (iii) Each party, while recognising their respective regulatory functions (statutory or otherwise) and roles, will exercise its powers, having regard to this Memorandum and will assist in the achievement of agreed objectives.
- (iv) The parties commit to the sharing of appropriate information at no cost to the other parties and agree to the joint use of resources when appropriate and agree that the costs of such are borne by the party who has incurred the cost. The parties acknowledge that the CCC is subject to the LGOIMA and HNZN to the OIA and the parties accept that from time to time commercially sensitive information may be shared and that this will need to remain confidential subject to the provisions of these Acts.
- (v) Each party commits to consider, investigate and resolve issues as they arise in a manner that maintains the integrity, professionalism and accountabilities (statutory or otherwise) of each party.
- (vi) Where reasonably practical, in relation to information directly affecting all or parts of Aranui relevant to activities that may be covered by this Memorandum, each party will consult and discuss with the other the contents of any proposed disclosure of information prior to such disclosure to any form of media by that party. This requirement is specified for the purpose of ensuring that the parties present a co-ordinated front through

complete understanding to the media and other public forums and to ensure the appropriate disclosure of information relating to activities arising from this Memorandum.

- (vii) The parties agree to meet on a regular basis to ensure that all people involved are informed of issues and that relevant information is shared between them.
- (viii) It is recognised that each party has particular decision making processes and systems that must be adhered to and that there may be constraints, variations and differences in the meeting of responsibilities from time to time. This may be specifically so in terms of obtaining approvals or resolutions to particular policy and project proposals.

**SIGNED** for and on behalf of **HOUSING NEW ZEALAND CORPORATION** by

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date

**SIGNED** for and on behalf of **THE CHRISTCHURCH CITY COUNCIL** by

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date

**SIGNED** for and on behalf of **THE ARANUI COMMUNITY TRUST  
INCORPORATED SOCIETY** by

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date