



COMMUNITY AGREEMENT

(pursuant to section 53(2)(i) Conservation Act 1987)

AGREEMENT NAME:

PARTIES:

1. Quarantine Island / Kamau Taurua Community Incorporated ('the Organisation')
2. DIRECTOR-GENERAL OF CONSERVATION ('the Director-General')

PREAMBLE

- A. The Department of Conservation Te Papa Atawhai ('the Department') is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders. It also has a responsibility under Section 4 of the Conservation Act 1987 to interpret and administer the conservation legislation to give effect to the principles of the Treaty of Waitangi to the extent that it applies to this conservation activity.
- B. To perform its functions, the Department seeks to collaborate and work with others recognising that New Zealanders want to connect with, and contribute their expertise to restore and protect their unique natural environment, historic and cultural heritage.
- C. Quarantine Island/Kamau Taurua Community has carried out management activities on Kamau Taurua/Quarantine Island since the late 1950s as the St Martins Island Community Inc. The organisation owns all buildings on the island, including heritage buildings and the jetty. The organisation holds a lease for the footprint and surroundings of the buildings (PAC 13 07 04). A previous management agreement (DOC-184340) authorised works by the organisation across the island. That agreement, and work carried out to achieve its goals, have demonstrated the organisations commitment and capability to do conservation work and provides context for this agreement.

The Quarantine Island/Kamau Taurua Community seeks to protect, maintain and enhance ecological and heritage values on the island and sees conservation, sustainability and environmental education as core to their identity. The activities of the organisation are guided by their own 'Statement of Management Intent' and include the employment of a 'keeper' to carry out activities and protect the values of the island, revegetation using locally sourced plants, weed and animal pest control, and the development and

maintenance of tracks. The organisation carries out and encourages research and environmental education and works to encourage people to visit the island, providing toilets, water and paid accommodation, as well as enabling the public to contribute to its conservation through organised work days.

- D. Kamau Taurua is an important site to Kai Tahu. The island lies within the takiwa of Te Rununga o Ōtākou and their mana whenua is recognised.
- E. The island includes two reserves; a recreation reserve pursuant to the Reserves Act 1977 enabling public access and enjoyment of the island, and the cemetery, which is designated as a local purpose (cemetery) reserve, also pursuant to the Reserves Act 1977. The island is a listed Historic Area pursuant to the Historic Places Act 1993. Proposed activities must adhere to the Reserves Act 1977, Heritage New Zealand/ Pouhere Taonga requirements and obligations and the Burial & Cremations Act 1964.
- F. The parties have entered this Agreement in a spirit of collaboration to make a difference for conservation. Under section 53(2)(l) of the Conservation Act 1987, the Director-General has the power to enter into agreements with community groups to carry out conservation activities on public conservation land.
- G. The parties wish to record the terms and conditions of their collaborative working relationship in this Agreement and its Schedules. The Organisation will carry out the activity subject to the terms, conditions and Schedules of this Agreement.

Schedule 1

SPECIFICS OF AGREEMENT

Section A

Intent:

To enhance Conservation, Heritage and Recreation values of Kamau Taurua/Quarantine Island.

Section B

The Site:

Name and Location: Quarantine Island / Kamau Taurua

Land status: Recreation Reserve and Local Purpose Reserve

Area: 14.3ha and 0.0835ha respectively

Legal description: Section 31 Blk VI Portobello SD and Section 32 Blk VI Portobello SD

Map reference:

Section C (Refer clause 2 Schedule 2)

Agreement term:



Five years

Commencing on: 12 March 2018

Expires on: 11 March 2023

Right of renewal subject to full compliance with the terms of this Agreement: YES Five years

Final expiry date: 11 March 2028

Section D

Special Conditions (Including specific exclusions):

There are no Special Conditions for this Agreement.

The parties have agreed to work together as follows:

Section E (Refer clause 1 Schedule 2)

Activity:

E.1 The agreed scope of work to be carried out by the Organisation is:

- Planting and cultivation of native vegetation as described in the 'Quarantine Island/Kamau Taurua Revegetation Plan' (December 2017)
- Track maintenance to DOC standards including cutting of native vegetation and disturbing the earth (benching) of the current tracks as defined in Map 1 as well as an access track from the south west beach, location to be determined between the parties.
- Erecting and maintaining fences within the reserve including excavation and cutting of native vegetation following approval of the location and method by the Director General.
- Placement and maintenance of seating including excavation.
- Placement and maintenance of signage and Interpretation boards including excavation, following approval of the content and design by the Director General.
- Placement of a network of A24 Goodnature traps and DOC200 traps to control and rid the Island of non-native predators specifically rats and mice, as described in the 'Weed and animal pest control on Quarantine Island/Kamau Taurua' plan, December 2017.
- Placement and maintenance of artificial covers (ACOs) for lizard protection.
- Control, remove, damage and destroy any exotic vegetation and the introduced native vegetation named taupata, rangiora, and northern *Hoheria* spp. on the reserve except for those plants with protection resulting from the 'Historic Area' listing pursuant to Historic Places Act 1993, using the following methods approved by the Director General;
 - Manual cut and paste methods
 - Hand pulling



- Basal bark herbicide application, when carried out by persons who hold a grow safe certification, in compliance with the New Zealand Agrichemical Standard and Otago Regional Air Plan.
- Other methods as authorised in writing by the Director General
- Use of weed eaters and mowers to suppress grass and weeds.
- Grazing sheep for the purpose of grass suppression, ensuring that adequate fencing is maintained to protect native vegetation from introduced stock.
- Monitoring and data collection associated with above activities, including but not limited to the use of tracking tunnels and chewcards.
- Placement of nest boxes and artificial roosting platforms for shag and penguin.
- Placement of a tunnel house for cultivation of food
- Placement of a shade house for the cultivation of native plants
- Keeping of chickens for the purposes of food supply
- Planting of exotic vegetation species for human consumption excluding blackberry, lupin species, miners lettuce, nasturtiums, comfrey or species considered invasive or pest plants by the most current Pest Management Strategy for Otago within the curtilage area identified in Map 2.
- Harvesting of firewood including the practice of coppicing from the existing exotic tree species.
- Placement of a water tank within 30m of E1416320 N4922176
- Placement of a pipe connecting the tank placed within 30m of E1416320 N4922176 and the existing water supply systems.
- Chainsaws use by volunteers on public conservation is subject to the DOC chainsaw SOP. Chainsaws may only be used by individuals qualified and assessed as competent for the particular task under this SOP.

E.2 The Director-General's contribution to the Activity is:

- Work with the organisation to form a shared set of goals and facilitate 6 monthly meetings to track actions against these.
- The day to day activities of the Department to achieve its stated outcomes including;
 - The diversity of our natural heritage is maintained and restored. Enable work by the organisation by providing advice from technical experts as requested.
 - Our history is brought to life and protected. By working with the community to tell the story of the islands heritage, through the DOC website, joint projects and including the Island in a network of heritage sites across Dunedin linked by storytelling at these sites.
 - New Zealanders and international visitors are enriched by their connection to New Zealand's nature and heritage. By promoting recreation on the Island via the DOC

website and by maintaining the existing DOC visitor facilities on the island including the DOC track and associated signage.

- New Zealanders connect and contribute to conservation. By providing advice to the organisation and enabling volunteers to contribute to conservation activities on the island, led by DOC as well as the organisation.
- Provide technical advice to the Manager to achieve the scope of work detailed in this Management Agreement.
- Provide operational support (e.g. chainsaw operator) if requested, subject to availability.
- Inform the organisation of appropriate; funding opportunities, training, and opportunities to contribute to wider community planning, which relate to the organisations stated goals.

Section F

Consultation with iwi, hāpu and whānau:

F.1 The Organisation is mindful that iwi, hāpu and whānau have a role as kaitiaki of natural and cultural resources on public conservation land and waters and will be guided by the Director-General as to when consultation might be appropriate.

F.2(a) The Director-General will advise the Organisation where there are specific provisions under a Treaty of Waitangi Partnership or Accord or where there are Treaty settlement obligations under a Deed of Settlement or Deed of Recognition with implications for the Activity.

F.2(b) The Director-General will consult with the relevant post Treaty settlement governance entity where applicable.

F.2(c) The Director-General will provide advice and support to the Organisation to consult with iwi, hāpu and whānau as appropriate.

Section G (Refer clause 5 Schedule 2)

Operating procedures, guidelines, standards:

G.1 The Organisation must either follow the Director-General's Standard Operating Procedures, guidelines or standards communicated to it by the Director-General or may follow its own operating procedures that have been accepted by the Director-General, namely:

G.2 (a) The Director-General will provide to, and discuss with, the Organisation the relevant sections of the Director-General's Standard Operating Procedures (SOPs), guidelines and standards that apply to the conduct of the Activity, including any new and updated SOPs, guidelines and standards during the term of this Agreement.

G.2 (b) The following operating procedures, guidelines or standards apply to the Activity being undertaken by the Organisation on the Site.

- Operational planning for animal pest operations SOP (specifically, best practice 'Kill trapping for rat control') <http://www.doc.govt.nz/Documents/conservation/threats-and-impacts/pest-control/SOPs/operational-planning/operational-planning-sop.pdf>.
- Archaeological site preservation manual <http://www.doc.govt.nz/our-work/heritage/heritage-publications/caring-for-archaeological-sites/>.
- DOC scrub cutter guidelines.
- Track construction and maintenance guidelines <http://www.doc.govt.nz/get-involved/run-a-project/our-procedures-and-sops/track-construction-and-maintenance-guidelines/>.
- SNZ HB 8630:2004 - Tracks and Outdoor Visitor Structures.
- Methods listed at weedbusters.org.nz for control of weeds listed in section E.
- Management of Agrichemicals NZS8409:2004.
- New Zealand Agrichemical Standard.

Section H (Refer clause 6 Schedule 2)

Health and Safety:

H.1 The Director-General and the Organisation are committed to working together to ensure, so far as reasonably practicable, that safety hazards and risks related to the Activity are identified, assessed and managed.

H.2(a) The Organisation has agreed to comply with the Director-General's safety requirements to provide, as far as reasonably practicable, a safe working environment for its members and other participants while carrying out the Activity.

H.2(b) The Organisation must notify the Director-General of any adverse natural events, hazards or activities on the Site or the surrounding area of which it becomes aware during the term of this Agreement which may affect the Organisation's activities or public safety on the site.

H.3(a) The Director-General will identify and specify in the Special Conditions in Schedule 3 any:

- (i) place within the Site that may be outside the scope of this Agreement;
- (ii) equipment or tools that cannot be used unless otherwise agreed in writing by the Director-General.

H.3(b) The Director-General will advise the Organisation of any adverse natural event or hazards on the Site that the Director-General becomes aware of, or any planned activity relating to the Site that may affect/impact on the (Group's/Organisation's) activities or safety on the Site.

Section I (Refer clause 7 Schedule 2)

Insurance:



I.1 (a) Where the Organisation can be covered by the insurance cover under the Director-General's General Liability Policy for third-party personal injury and property damage it agrees to accept that cover and abide by the conditions outlined in this Agreement.

I.1 (b) Where It cannot be covered under the Director-General's General Liability Policy, the Organisation has agreed to take out at its own expense one or more insurance policies to cover all/part (*delete one*) of the Activity.

I.1 (c) Where I.1(b) applies, the following type and amounts of Insurance cover are in place:

Details of all policies:

Name of policy: PROVIDER FARM PLAN POLICY

Type of policy: Liability Protection (\$2,000,000)

Insurance company: Tower Insurance LTD

Policy number(s): 11231576/Z4F004

Date insurance commences: 31/03/2015

Date insurance expires: 31/03/2019

Section J

Monitoring and reporting:

J.1 The Director-General and the Organisation will meet every six months to review progress with achieving the agreed outcomes.

J.2(a) In each year during the term of the Agreement, the Organisation will keep a record of the number of volunteers and workday equivalents (8 hours including travel) involved in undertaking the Activity and will share the data collected with the Director-General.

J.2(b) The Organisation will also provide the following information requested by the Director-General: Nil

J.3 The Director-General will use the information supplied under this provision by the Organisation in a report to Government on voluntary contributions to conservation.



Section K
Communications:

K.1 The Director-General and the Organisation have appointed the following persons to communicate on their behalf on all matters relating to this Agreement:

For the Group/Organisation:

Name: Kristen Bracey

Position: Secretary, Quarantine Island / Kamau Taurua Community

Phone contact: 034739535 or 027 779 5481

Postal Address: Quarantine Island Kamau Taurua Community (Inc.), PO Box 5478, Moray Place, Dunedin

Email: secretary.quarantineisland@gmail.com

For the Director-General:

Name: Shay van der Hurk

Position: Ranger Recreation / Historic

Phone contact: 0274083364

Postal Address: PO Box 5244, Moray Place, Dunedin 9058

Email: svanderhurk@doc.govt.nz

If the appointed representative for either party changes, the affected party will notify the other party of the change as soon as practicable.

Schedule 2

STANDARD TERMS AND CONDITIONS

Clauses 1 to 5 outline the expectations for carrying out the Agreed Activity

1 Agreed Activity

- 1.1 The Organisation is authorised to carry out the Activity (described in Section E of Schedule 1) in accordance with this Agreement, subject to any consents that may be required to undertake the Activity.
- 1.2 The Organisation will:
- (a) exercise reasonable skill, care and diligence in carrying out the Activity;
 - (b) take responsibility for the actions and omissions of its workers (including volunteers and contractors) and others who carry out the Activity under its direction and control;
 - (c) not commence the Activity until the Agreement has been signed by both Parties and the Safety Plan has been reviewed and accepted by the Director-General in accordance with clause 6.4 of this Schedule.
- 1.3 Where this Agreement requires the Director-General to exercise discretion or give any approval or provides for any other actions by the Director-General in relation to the Activity, the Director-General will act reasonably and within a reasonable timeframe.

2 Term of Agreement

- 2.1 This Agreement commences and expires on the dates set out in Section C of Schedule 1.
- 2.2 If Section C of Schedule 1 provides for a right of renewal and if the Organisation has, in the opinion of the Director-General, complied with all the terms and conditions of this Agreement, the Director-General will offer the Organisation a renewal of this Agreement on the same terms or on any amended terms agreed between the parties (but excluding the right of renewal) for a further period agreed between the parties. The Director-General will provide three (3) months' written notice to the Organisation of his/her offer.
- 2.3 The Organisation may accept the offer of renewal by written confirmation to the Director-General prior to the expiry of the term, in which case, the Agreement will be renewed and will then expire on or before the Final Expiry Date set out in Section C of Schedule 1.

3 Director-General Approvals

- 3.1 The Organisation must not transfer this Agreement to another party or allow another party to carry out the Activity without the prior written consent of the Director-General. The Director-General may choose to decline his/her consent under this clause or to grant consent subject to conditions.

3.2 Any changes to the Activity or to the boundaries of the Site or any intent to erect, alter or bring on to the Site any structure not authorised by this Agreement or alter the Site in any way will require a written Variation to the Agreement entered by both Parties and be subject to any consents that may be required to undertake the Activity.

3.3 In giving approval under clause 3.2 of this Schedule, the Director-General may impose any reasonable terms and conditions that the Director-General considers appropriate; and may also decline the grant of such approval after consideration of the relevant conservation values, environmental effects and safety issues.

4 Protection of Conservation Values

4.1 The Organisation must take every care to avoid damaging indigenous flora and fauna or the habitat of indigenous fauna when carrying out the Activity.

4.2 The Organisation must take every care not to transfer unwanted organisms such as weed seeds or pathogens or pests such as argentine ants and plague skinks (as listed under the Biosecurity Act 1993) in carrying out the Activity.

4.3 The Organisation must ensure it does not cut down vegetation; nor damage any natural feature or historic resource on the land; or light any fire on the Site without the prior written approval of the Director-General or except where permitted by this Agreement.

5 Compliance

5.1 In conducting the Activity the Organisation must comply where relevant with all statutes, regulations, by-laws or other enactments, or any Conservation Management Strategy or Plan affecting or relating to the Site and facilities or affecting or relating to the Activity as well as the procedures, guidelines and standards set out in Section G of Schedule 1 and all other reasonable notices and directions of the Director-General. The Director-General may in his/her discretion appoint a person to monitor and review compliance of these requirements.

5.2 A breach or contravention by the Organisation of any provision referred to in clause 5.1 is deemed to be a breach of this Agreement.

5.3 If there is a breach or default of any provision in clause 5.1 of this Schedule by the Organisation, the Director-General will give notice to the Organisation of the breach or default and provide a reasonable opportunity for the Organisation to remedy the breach or default.

5.4 The Director-General may elect to remedy any default at any time after giving notice, if practicable, to the Organisation in terms of clause 5.3 of this Schedule. All reasonable costs and expenses incurred by the Director-General in remedying or attempting to remedy such default must be paid by the Organisation to the Director-General, if demanded.



Clauses 6 and 7 cover management of health and safety and insurance requirements

6 Health and Safety

- 6.1 The Organisation must exercise the rights granted by this Agreement in a safe and reliable manner to provide and maintain, as far as is reasonably practicable, a safe working environment for its members (including any employees, volunteers and contractors) while carrying out the Activity.
- 6.2 The Organisation must appoint a person or persons to take responsibility for health and safety with whom the Director-General will communicate and deal on all health and safety matters relating to the Activity.
- 6.3 The Organisation must:
- (a) ensure that its members (including any volunteers and contractors), agents, and invitees are competent to carry out the work and will receive appropriate supervision when carrying out the Activity.
 - (b) ensure that all contracts between the Organisation and any contractor contains, at a minimum, the same requirements as clauses 5.1 and 6.4 of this Schedule.
 - (c) unless otherwise agreed, take its share of responsibility for the safety of members and the public while carrying out any activity on site.
- 6.4 The Organisation must:
- (a) prepare and provide to the Director-General a Safety Plan which meets the Department's requirements relating to the Activity.
 - (b) not commence the Activity until the Safety Plan has been reviewed and accepted by the Director-General.
 - (c) schedule an annual review of its Safety Plan, and if any amendments are made ensure these are reviewed and accepted by the Director-General. This review is in addition to any review required by the Director-General under clause 6.6 of this Schedule.
- 6.5 The Director-General will:
- (a) check and provide advice to help the Organisation complete or improve its Safety Plan.
 - (b) support the Organisation to be able to identify and manage risks associated with the Activity.
- 6.6 If, in the opinion of the Director-General, or on notification by the Organisation to the Director-General of a safety incident or risk on the Site, circumstances warrant a review of the Safety Plan, the Organisation must review the Safety Plan and, the Director-General must, where appropriate, review and accept it. The Organisation must carry out the Activity in accordance with any amendment(s) to, or replacement of, the accepted Safety Plan.
- 6.7 The Organisation must:
- (a) take all practicable steps to protect the safety of all persons present on the Site, including eliminating any dangers to the public caused by the [Group's/Organisation's] activities and erecting signs warning the public of any dangers that remain and of which the Organisation is aware.

- (b) record and report to the Director-General any notifiable event as defined by the Health and Safety at Work Act 2015, such as a death or an injury which requires immediate hospitalisation or collapse of a structure that exposes people to serious risk, within 24 hours of its occurrence and within 3 days for less serious incidents.
- (c) be satisfied that any facility or equipment provided by the Director-General to enable the Activity to be carried out meet the safety requirements of the Organisation and if not, advise the Director-General accordingly.
- (d) not bring on to the Site or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Activity; and if such material or equipment is required as part of the Activity, the Organisation must take all practicable steps to ensure that the material or equipment is treated with due and proper care.

7 Insurance

7.1 The Director-General's General Liability Insurance Policy covers the Organisation for third-party personal injury and property damage associated with all or part of the Activity it carries out on the Site if:

- (a) The Organisation has a Safety Plan in place for the Activity accepted by the Director-General in accordance with clause 6.4 of this Schedule and the Organisation, its contractors, clients and invitees, comply with the Director-General's Standard Operating Procedures and guidelines and standards listed in Section G of Schedule 1 and the Safety Plan accepted by the Director-General when carrying out the Activity.

OR

- (b) The Organisation, its contractors, clients and invitees follow their own operating procedures and Safety Plan accepted by the Director-General.

7.2 Where the Organisation has its own insurance cover:

- (a) [the Group/Organisation] will indemnify the Director-General against all claims, action, losses and expenses of any nature by any person arising from the [Group's/Organisation's] conduct of the Activity.
- (b) The Organisation has no responsibility or liability for costs, loss or damage arising from any act or omission or lack of performance by the Director-General or any contractor or supplier or employee or agent of the Director-General.
- (c) The two parties must review the insurance cover as part of the annual monitoring and reporting provided for in Section J of Schedule 1, and if necessary, the Director-General may require the Organisation to alter the amount and/or type of insurance or to take out additional insurance.

Clauses 8 to 10 outline the process for suspension and termination of the Agreement, and the resolution of dispute

8 Suspension of Agreement

- 8.1 The Director-General may suspend this Agreement in whole or in part where:
- (a) in the Director-General's opinion, there is a temporary risk to public safety or to any natural or historic resource, howsoever arising; or
 - (b) there has been a serious breach of the terms of this Agreement.
- 8.2 Any suspension imposed under clause 8.1 of this Schedule may be lifted when, in the opinion of the Director-General:
- (a) risks to public safety or natural and historic resources caused by natural events or activities have been remedied or mitigated
 - (b) risks to public safety or natural and historic resources caused by the activities of the Organisation have been eliminated, remedied or mitigated by the Organisation
 - (c) the Organisation has rectified, remedied or mitigated any serious breach of the terms of this Agreement to the Director-General's satisfaction.

9 Termination of Agreement

- 9.1 The Organisation may surrender this Agreement, either in whole or in part, with 14 days' written notice to the Director-General subject to any conditions the Director-General considers reasonable and appropriate.
- 9.2 The Director-General may terminate this Agreement either in whole or in part by 14 days' written notice to the Organisation or such sooner period as appears necessary and reasonable to the Director-General where:
- (a) the Organisation breaches any terms of this Agreement that, in the Director-General's opinion, is capable of being rectified; and the Director-General has notified the Organisation of the breach; and the Organisation does not rectify the breach within 14 days of receiving notification, or such other time as specified by the Director-General.
- OR
- (b) where the Organisation breaches any terms of this Agreement and in the opinion of the Director-General the breach is not capable of being rectified.
- OR
- (c) where the Organisation ceases to conduct the Activity, or conducts it in a manner unacceptable to the Director-General.
- OR
- (d) where the Organisation is convicted of an offence under legislation affecting or relating to the Site or Activity.
- 9.3 The Director-General may terminate this Agreement immediately without notice where:
- (a) any of the events leading to a suspension of the Agreement under clause 8 of this Schedule cannot be remedied to the satisfaction of the Director-General; or



(b) there is, in the opinion of the Director-General, a permanent risk to public safety or to the natural and historic resources of the Site.

9.4 Notwithstanding any termination of this Agreement, any party who commits a breach of the Agreement remains liable for it.

10 Dispute Resolution

10.1 The parties will endeavour to settle any dispute arising from this Agreement by full and frank discussion and negotiation or, if necessary, any other informal dispute resolution technique without prejudice to any other rights and entitlements they may have.

10.2 Subject to clause 9 of this Schedule, if the parties are unable to resolve the dispute by negotiation or other informal means within twenty-one (21) days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to mediation. Each party will cover its own costs associated with any mediation process entered under this clause.

10.3 Subject to clause 9 of this Schedule, where there is a dispute, each party will otherwise continue to perform its obligations under this Agreement.

Clauses 11 to 13 relate to administrative and legislative matters

11 Relationship of Parties

11.1 The parties agree to work together and, subject to the terms of this Agreement, to co-operate with each other in the carrying out of the Activity on the Site.

11.2 Nothing expressed or implied in this Agreement is to be construed as:

- (a) Constituting the parties as partners (in terms of the Partnership Act 1908), joint venture or agency.
- (b) Conferring on the Organisation any right of exclusive occupation or use of the Site.
- (c) Granting any ownership or interest in the Site to the Organisation.
- (d) Affecting the rights of the Director-General and the public to have access across the Site.

12 Power, Rights and Authorities

All powers, rights and authorities of the Director-General under this Agreement and any notice required to be given by the Director-General may be exercised and given by the Director-General or any officer, employee or agent of the Director-General.

13. The Law

13.1 This Agreement is to be governed by and interpreted in accordance with the laws of New Zealand.

