



**PROVINCIAL GROWTH FUND
MEMORANDUM OF UNDERSTANDING**

BETWEEN

**MINISTRY OF BUSINESS,
INNOVATION AND EMPLOYMENT**

AND

DEPARTMENT OF CONSERVATION

FOR

DOLOMITE POINT REDEVELOPMENT

PART 1: KEY DETAILS

1 Parties	<p>MINISTRY The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (Ministry).</p> <p>RECIPIENT The Sovereign in right of New Zealand, acting by and through the Director General of the Department of Conservation (DOC).</p>
2 Funding Start Date	Commercial Information
3 End Date	Commercial Information
4 Background	<p>Through the Provincial Development Unit, the Ministry is responsible for administering the Provincial Growth Fund, which aims to lift productivity potential in New Zealand’s provinces. Its priorities are to enhance economic development opportunities, create sustainable jobs, enable Māori to reach full potential, boost social inclusion and participation, build resilient communities, and help meet New Zealand’s climate change targets.</p> <p>DOC has sought a funding contribution from the Ministry for the purposes of carrying out or procuring the Project described below. The Ministry has agreed to contribute funding on the terms and conditions of this Memorandum of Understanding (MOU).</p> <p>Key details of this MOU are set out in this Part 1. The full terms and conditions are set out in Part 2. Defined terms and rules of interpretation are set out in Part 3.</p>
5 Project	<p>The Dolomite Point Redevelopment Project (Project) involves a significant uplift and modernisation of key visitor facilities/infrastructure and enrichment of visitor experience elements at Dolomite Point, Punakaiki. The site is a key anchor for West Coast tourism and has become an iconic short-stop tourist destination.</p> <p>The Project will future-proof Dolomite Point visitor infrastructure, providing:</p> <ol style="list-style-type: none"> 1. An iconic and inspiring pedestrian underpass beneath State Highway 6 ensuring visitor-highway traffic interactions are eliminated at the main visitor crossing. Traffic calming measures and median treatment and lighting will also be improved on the short section of State Highway at the site; 2. Pedestrian/promenade treatment and landscaping along the entire length of the Dolomite Point visitor precinct to create function and amenity and provide screening and softening; 3. A new centrally-located and 24-hour accessible toilet facility to replace the existing and significantly under-capacity toilet facility; 4. Reconfiguration and upgrade of the existing car parking facilities and redevelopment to meet all but peak parking demands. Peak parking demands and future growth will be accommodated by an off-site ‘overflow’ carpark south of Dolomite Point and linked by a pedestrian/cycle path and a proposed local path; 5. A central and redeveloped visitor centre providing strong cultural, natural and conservation interpretation and opportunities;

6. Retention and landscaping of existing open greenspace to provide natural and family friendly amenity;
7. Pedestrian linkages within the main visitor precinct;
8. A short nature-walk from the rear of the visitor precinct to the nearby lookout point, providing a unique perspective and overview of Dolomite Point and the adjacent coastline and blowholes;
9. Burial of a section of overhead high voltage wires that currently cut across the rear of the visitor precinct; and
10. Linkage of all key visitor localities immediately south and north of Dolomite Point with a pedestrian and cycle land to ensure safe and slow-paced enjoyment, access and connection the length of the Punakaiki. Design will ensure that users can avoid crossing the State Highway by connecting with the underpasses.

The purpose of the Project is to create an outstanding and enduring visitor experience at Dolomite Point. In doing so, and by incorporating particular aspects in the redevelopment design, a number of key benefits will accrue. The primary benefits include:

- Securing and future-proofing the visitor experience of one of the West Coast's 'anchor' tourist sites and the consequential economic benefits that flow from a strong and sustainable tourism sector;
- Creating opportunity and a compelling cultural footprint for Māori via the establishment of a new visitor experience centre and its associated offerings;
- Environmental protection via proactive management of visitor impacts; and
- Strengthening social/community outcomes and connectivity via integration with the Greater Punakaiki Master Plan process, community aspirations and by creation of pedestrian/cycle lands that link key Punakaiki features.

In delivering this Project, DOC will work in partnership with:

- Commercial Information
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

The ownership of the underpass will be transferred to NZTA at the completion of this Project.

The ownership of the Visitor Experience Centre will be transferred as a grant [Redacted] at the completion of this Project.

The remaining assets, including car parks and cycleways will be retained and administered by DOC at the completion of this Project.

The Expected Outcomes of this Project which are aligned with the PGF objectives are:

- increased direct employment opportunities;
- improve viability of existing businesses and create new businesses;
- increase social inclusion and participation;
- complement existing local visitor activities;
- better use of iwi assets and Māori development;
- increased environmental sustainability; and
- increased regional or national resilience.

6 Project Milestones

DOC will complete the following Project Milestones for the Project:

Project Phase	Gate Deliverable	Estimated timeframe for completion	Estimated DOC Funding Contribution	Estimated MBIE/PGF Funding Contribution
Initiation	Gate 0 – Approved Indicative Business Case	Commercial Information	\$ Commercial	\$ Com
Planning	Gate 1 – Approved Detailed Business Case(s). DOC will provide the Ministry with a detailed timeline for delivery of the Delivery/Implementation phase prior to that work commencing	Commercial Information	\$ Commercial	\$ Commercial
Delivery / Implementation	Gate 2 – Accepted project deliverables	Commercial Information	\$ Commercial Inf	\$ Up to Commercial Inform
Closure	Gate 3 – Approved project closure	Commercial Information	\$ Commercial	\$ Com
Benefits Realisation	Gate 4 – Benefits monitoring and reporting plan	Commercial Information	\$ Commercial	\$ Com
TOTAL			Up to \$ Commercial Inf	Up to \$ Commercial Info

7 Funding	<p>The total Funding available under this MOU is up to NZ\$25,600,000. This is the Total Maximum Amount Payable.</p> <p>A full itemised budget is attached as Schedule One to this MOU.</p>
8 Reporting	<p>DOC will provide the Ministry with the following reports:</p> <ul style="list-style-type: none"> (a) A monthly report on or before the 20th of each month; (b) A Final Report at the completion of the Project aligning with the usual final wrap up report undertaken by DOC for a project of this scale; and (c) A Post Contract Outcomes Report within 1 year of completion of the Project. <p>Each monthly report must include the following information:</p> <ul style="list-style-type: none"> (a) A ‘dashboard’ summary (trend, risk, overall health) of key project information such as budget, scope, resourcing, schedule and benefits (b) Achievements for the reporting period and plans for the next report period (not required in the final report following completion of the Project) (c) plans for the next report period (not required in the final report following completion of the Project); (d) a summary of expenditure to date, actual against budgeted; (e) a summary of milestones and progress against these milestones (see section 6 of this MOU); (f) a summary of any risks and/or issues arising or expected to arise with the Project, costs or performance of this MOU; (g) any other information that is notified by the Ministry in writing to DOC. <p>The Post Contract Outcome report must include the following information:</p> <ul style="list-style-type: none"> (a) an analysis of how the Funding has enabled DOC to achieve the Key Objectives of the Project; (b) how the Funding has accelerated regional development through increasing the productivity potential of and contributing to more and better paid jobs in the region; (c) the number of jobs that were created during and resulting from the Project; (d) how the Project has increased social inclusion and participation; (e) how the Project has contributed to Māori development; (f) how the Project has increased regional and national resilience by improving critical infrastructure and/or growth and diversification of the economy; and (g) any other information that is notified by the Ministry in writing to DOC.
9 Special Terms	<ul style="list-style-type: none"> (a) The Project will be overseen by a Steering Group who will provide core leadership and governance. (b) DOC will prudently oversee the Project and will ensure all contractors have accountability and deliver the construction contract on time, within budget and to meet the relevant building codes, consent/Authorisation requirements, as required for such works to be undertaken.

	<p>(c) Upon completion of the Project, DOC will ensure the maintenance of and maintain the completed Project and related assets and facility in accordance with best industry practice, in any way necessary to be maintained in good and substantial repair and condition and, as appropriate, in good working order. Where DOC transfers the ownership of any asset relating to this Project, it will require the same standard of maintenance of the asset from the new owner of the asset.</p> <p>(d) DOC is a Road Controlling Authority (RCA) and their relationship with NZTA is covered under the Land Transport Act 1998 and the Ministry acknowledges that DOC will carry out this project in accordance with that agreement. DOC acknowledges the Memorandum of Understanding that exists between the NZTA, Ministry of Transport and Provincial Development Unit of the Ministry for transport-related projects being funded by the PGF. This three-party MoU includes requirements of Approved Organisations (which includes DoC) to use the NZTA's TIO system for roading projects, should the project and its funding necessitate it as agreed between DOC and NZTA. If there is any lack of clarity of what should go through TIO, DOC will engage with NZTA and agree on the most appropriate approach on a case by case basis.</p>	
<p>10 Contact Person</p>	<p>Ministry's Contact Person: Name: Penny Bicknell Penny.Bicknell@mbie.govt.nz</p>	<p>Recipient's Contact Person: Name: Privacy of natural persons Email: Privacy of natural persons</p>
<p>11 Address for Notices</p>	<p>To the Ministry: 15 Stout Street, PO Box 1473 Wellington 6140 Attention: Provincial Development Unit Email: monitorpgf@mbie.govt.nz</p>	<p>To the Department of Conservation 18/32 Manners St, Te Aro PO Box 10420 Wellington 6143 Attention: Privacy of natural persons [Redacted] Email: Privacy of natural persons</p>
<p>SIGNATURES</p>	<p>SIGNED for an on behalf of the SOVEREIGN IN RIGHT OF NEW ZEALAND by the person named below, being a person duly authorised to enter into obligations on behalf of the Ministry of Business, Innovation and Employment:</p> <p>_____</p> <p>Name: Position: Date:</p>	<p>SIGNED for an on behalf of the SOVEREIGN IN RIGHT OF NEW ZEALAND by the person named below, being a person duly authorised to enter into obligations on behalf of the Department of Conservation:</p> <p>_____</p> <p>Name: Lou Sanson Position: Director General, Department of Conservation Date:</p>

PART 2: GENERAL TERMS

1 FUNDING AND PAYMENT PROCESS

- 1.1 The total PGF funding available under this MOU is set out in item 8 of Part 1. This is the total maximum payable by the Ministry under this MOU.
- 1.2 DOC will establish appropriations to administer the PGF funding where appropriate and ensure reporting is in place to provide transparent oversight of the fund and ensures flexibility due to the uncertain timing of operating costs and capital expenditure between the years.
- 1.3 On signing of this MOU by both parties and DOC confirming that the co-funding is available for the Project, DOC and the Ministry will seek joint Minister approval for a fiscally neutral transfer from Vote: Business, Science and Innovation to Vote: Conservation for the full amount of Funding.
- 1.4 At the expiry or earlier termination of this MOU, DOC will repay to the Ministry any PGF funding amounts transferred by the Ministry under this MOU which DOC:
 - a. has not spent or contractually committed to spend in accordance with this MOU; or
 - b. has spent or contractually committed to spend in accordance with this MOU but which DOC can, taking reasonable steps and without incurring additional cost, have refunded or released from that commitment.

2 RECIPIENT'S RESPONSIBILITIES

Standards and compliance with laws

- 2.1 DOC will comply with all applicable laws, regulations, rules and professional codes of conduct or practice.

Contractors

- 2.2 DOC will ensure that the Project is carried out:
 - (a) promptly with due diligence, care and skill, and in a manner that meets or exceeds Best Industry Practice;
 - (b) by appropriately trained, qualified, experienced and supervised persons; and
 - (c) in accordance with any directions of the Ministry, notified by the Ministry in writing from time to time.
- 2.3 DOC is responsible for the acts and omissions of any contractors.
- 2.4 DOC will ensure that all agreements it enters into with the Approved Contractor or any other party in connection with the Project are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest.

Information Undertakings

- 2.5 DOC will provide the Ministry with the reports (if any) specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 2.6 DOC will provide the Ministry with any other information about the Project requested by the Ministry within the timeframe set out in the request.
- 2.7 DOC shall promptly notify the Ministry if:
- (a) DOC (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest;
 - (b) DOC becomes aware of any matter that could reasonably be expected to have an adverse effect on the Project, or result in a Termination Event or a breach of any term of this MoU by DOC.
- 2.8 DOC will keep the Ministry informed of any matter known to DOC which could reasonably be expected to have an adverse effect on the Project.

Funding, records and auditors

- 2.9 DOC will receive and manage all Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.
- 2.10 DOC will ensure that during the term of the Project, the Co-Funding:
- (i) is and remains secured and available to DOC to be applied towards the Project on the same terms and conditions approved by the Ministry; and
 - (ii) is applied to Eligible Costs as set out in the Key Details; and
- (b) immediately notify the Ministry if it becomes aware of any circumstances that may result in the Co-Funding (or any part of the Co-Funding) not being secured and available to the Recipient to be applied towards the Project.

3 TERM AND TERMINATION

- 3.1 This MoU will be effective on and from the date this MoU has been signed by both parties (the **Commencement Date**) and will remain in operation until the End Date, unless terminated earlier by agreement of the Parties (the **Term**).

4 CONFIDENTIALITY

- 4.1 With the exception of information that is already available in the public domain, and unless stated otherwise, the Parties agree that all information communicated to one Party by the other, in any manner in connection with the MOU is Confidential Information and will be kept confidential at all times.

Permitted Disclosure of Confidential Information

- 4.2 The obligation of confidentiality at clause 4.1 does not apply to:
- a) any disclosure of Confidential Information required by law; or
 - b) any disclosure of Confidential Information in a manner prescribed by government rules and or guidelines; or
 - c) any disclosure of Confidential Information to a Party's employees and contractors on a need-to-know-basis; or
 - d) any disclosure of Confidential Information on a need-to-know-basis:
 - i. a Minister; or
 - ii. any of that Party's advisors; or
 - iii. any other government agency.

provided that any person to whom confidential information is disclosed is bound in writing by obligations no less onerous than those contained in clause 4, prior to disclosure.

- 4.3 In any Permitted Disclosure, the Parties must take reasonable steps to ensure that electronic and hard copies of the Confidential Information are not available for viewing by personnel who do not have a genuine need-to-know.
- 4.4 The Ministry may publicise and report on the awarding of the Funding, including DOC's and any of its contractor's names, the amount and duration of the Funding and a brief description of the Project, on websites; in media releases; general announcements and annual reports.

5 MEDIA AND COMMUNICATIONS

- 5.1 Before making any media statements or press releases regarding this MoU and/or the Ministry's involvement with the Project, DOC will consult with the Ministry, and will obtain the Ministry's prior approval to any such statements or releases.
- 5.2 DOC will refer any enquiries from the media or any other person about the terms or performance of this MoU to the Ministry's Contact Person as soon as is reasonably possible. Both the Ministry and DOC will then work together to determine an appropriate timeframe for the response required on a case by case basis.
- 5.3 DOC will (and will require that the other parties working on this project for example NZTA will) acknowledge the Ministry as a source of funding in all publications (including any digital presence) and publicity regarding the Project in accordance with the PGF Funding Acknowledgement Guidelines on the website: www.growregions.govt.nz. The Recipient must obtain the Ministry's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).
- 5.4 If requested by the Ministry, DOC will establish or erect temporary and/or permanent signage (which may be in the form of a plaque) at the site of the Project acknowledging the

Ministry as a source of funding for the Project. The Ministry may provide such signage and the Ministry will consult with DOC in respect of a suitable location for such signage.

- 5.5 All correspondence with the Ministry under this clause 5 must be directed to the Ministry's Contact Person and copied to pducomms@mbie.govt.nz.

6 DISPUTES

Principles

- 6.1 Each Party will use all reasonable efforts to:
- (a) Give notice of any dispute between the Parties arising under or in connection with the MOU (MOU Dispute) promptly; and
 - (b) Meet within 5 Business Days of notice of an MOU Dispute with the purpose of attempting to resolve the MOU Dispute; and
 - (c) Use all reasonable endeavours to resolve the MOU Dispute as expeditiously as possible; and
 - (d) Ensure that any MOU Dispute that is reasonably foreseeable is dealt with at a sufficiently early stage to ensure that there is minimum impact on the ability of either Party to perform its obligations under this MOU; and
 - (e) Continue performing responsibilities and required actions under this MOU (as far as possible given the nature of the MOU Dispute) despite any MOU Dispute.

Escalation

- 6.2 Each Party will use all reasonable efforts to:
- (a) Resolve any MOU Dispute between officials within 10 Business Days of first meeting;
 - (b) Where unable to Resolve any MOU Dispute between officials within 10 Business Days at a less than General Manger Level, escalate to General Manager level;
 - (c) Where unable to resolve any MOU Dispute at General Manager level within 10 Business Days; escalate them to a DCE or CE level.
 - (d) If the DCE or CE are unable to resolve the MOU Dispute they may escalate the MOU Dispute to each Parties' responsible Minister of Crown.
- 6.3 Wherever a MOU dispute arises, each Party agrees to liaise through the Party's Key Contact Person (clause 9) in the first instance, unless, in the circumstances, it is unreasonable to do so.

7 CONTACT PERSONS

- 7.1 All matters or enquiries regarding this MoU will be directed to each party's Contact Person (set out in the Key Details). Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other Party.

8 GENERAL

- 8.1 The Parties agree that this MoU is intended as a statement of mutually agreed intentions in relation to the Project. It is not intended to create legally enforceable rights or obligations. However, the Parties agree that they are bound in good faith to observe and perform their obligations under this MoU as if they were legally enforceable.
- 8.2 The Parties will inform one another of any conflicts of interest in relation to this MoU. The Parties will jointly agree a management plan for any conflicts of interest that arise.
- 8.3 No Party shall have the authority to act for, or incur any obligation on behalf of the other Party.
- 8.4 This MOU can be amended by written variation signed by both Parties.

END OF PART 2

PART 3: DEFINITIONS AND CONSTRUCTION**Defined terms**

In this MoU, unless the context requires otherwise:

Approved Contractor means an “Approved Contractor” specified in the Key Details.

Best Industry Practice means that degree of skill, care and foresight and operating practice that would reasonably and ordinarily be expected of a skilled and competent supplier of services engaged in the same type of undertaking as that of DOC or any contractors (as applicable) under the same or similar circumstances as those contemplated by this MOU;

Business Day means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

Commencement Date has the meaning given in clause 3.1. of Part 2.

Conflict of Interest means any matter, circumstance, interest or activity of DOC, its personnel or contractors, or any other person with whom DOC has a relationship that:

- (a) conflicts with:
 - (i) the obligations of DOC (or its personnel or contractors) to the Ministry under this MOU; or
 - (ii) the interests of DOC in relation to this MOU and/or the procuring of the Project; or
- (b) otherwise impairs or might appear to impair the ability of DOC (or any of its personnel or contractors) to diligently and independently carry out the Project in accordance with this MOU.

Deliverable means a deliverable to be provided by DOC to the Ministry, as set out in the Key Details.

Eligible Costs means the actual costs reasonably incurred by DOC:

- (a) on or after the Funding Start Date and no later than the End Date; and
- (b) to deliver the Project.

Funding means the funding or any part of the funding (as the context requires) payable by the Ministry to DOC in accordance with the terms of this MOU, as described in the Key Details.

Key Details means Part 1 of this MOU.

Termination Event means any one or more of the events or circumstances set out in clause 3.2.

Construction

In the construction of this MoU, unless the context requires otherwise:

Currency: a reference to any monetary amount is to New Zealand currency;

Defined Terms: words or phrases appearing in this MOU with capitalised initial letters are defined terms and have the meanings given to them in this MOU;

Documents: a reference to any document, including this MOU, includes a reference to that document as amended or replaced from time to time;

Inclusions: a reference to “includes” is a reference to “includes without limitation”, and “include”, “included” and “including” have corresponding meanings;

Parties: a reference to a party to this MOU or any other document includes that party's personal representatives/successors and permitted assigns;

Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

Precedence: if there is any conflict between the different parts of this MOU, then unless specifically stated otherwise, Part 2 will prevail over the Key Details, and the Key Details will prevail over any Attachments;

Related Terms: where a word or expression is defined in this MOU, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

Writing: a reference to “written” or “in writing” includes email and any commonly used electronic document format such as .DOC or .PDF.

END OF PART 3

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

**SCHEDULE ONE
ITEMISED BUDGET**

Experience centre and fit-out	\$ <small>Commercial Information</small>
State Highway pedestrian underpass and median treatment	\$ <small>Commercial Information</small>
Pathways, shelters, lookout, boardwalks, paving, courtyard, steps, decking, balustrades, cantilevered section	\$ <small>Commercial Information</small>
Pedestrian and cycle pathways	\$ <small>Commercial Information</small>
Demolition, burial of overhead powerlines, staging, earthworks, landscaping, gardens and lighting	\$ <small>Commercial Information</small>
Roading, kerbing, carparks, ramps, overflow carpark, technology, signage, street furniture	\$ <small>Commercial Information</small>
Land acquisition	\$ <small>Commercial Information</small>
Water connection and stormwater drainage	\$ <small>Commercial Inform</small>
Toilet facility	\$ <small>Commercial Inform</small>
Sub-total Cost-Estimate	\$ <small>Commercial Information</small>
<i>Provisional and general allowance, escalation allowance, contractor's margin and project contingency (20%)</i>	\$ <small>Commercial Information</small>
Total Cost-Estimate	\$ <small>Commercial Information</small> (\$25.6M rounded)