Memorandum of Understanding

between the officers of the NZ Transport Agency
Waka Kotahi and the New Zealand Historic Places Trust
Pouhere Taonga
1. PARTIES

The Chief Executive and officers of the New Zealand Historic Places Trust Pouhere Taonga (NZHPT) and the Chief Executive and officers of the NZ Transport Agency Waka Kotahi (NZTA).

2. SCOPE

i) The functions of the NZTA include the promotion of an affordable, integrated, safe, responsive and sustainable land transport system. It is also required to manage the state highway network, including planning, funding, design, supervision, construction, and maintenance and operations in accordance with the Land Transport Management Act 2003 (LTMA) and the Government Roading Powers Act 1989 (GRPA).

ii) The functions of the NZHPT include the granting of archaeological authorities, registration of historic places, historic areas, wahi tapu and wahi tapu areas, management of historic properties, heritage orders and heritage advocacy under the Historic Places Act 1993 (HPA) and the Resource Management Act 1991 (RMA).

3. BACKGROUND

The NZTA undertakes a range of state highway development and maintenance activities throughout New Zealand. These have the potential to impact upon heritage resources. In addition, the identification, management, advocacy for, and protection of historical and cultural heritage by the NZHPT has the potential to affect the NZTA’s planning and design for maintenance and new development of the state highway network.

This Memorandum of Understanding (MOU) supersedes the existing agreement between Transit New Zealand and NZHPT, and will come into force from the date of signing.

4. INTENT

The parties to this MOU will work together to manage their respective businesses in a manner that recognises and respects the statutory duties and objectives of the other party and promotes integrated and cooperative working relationships.
5. OBJECTIVES

i) To formalise an effective working relationship between the parties and implement a programme that will develop the relationship while recognising and respecting the objectives of both organisations.

ii) To develop joint initiatives that are intended to benefit both organisations in the delivery of their functions and services.

iii) To agree to work together in a constructive manner, using a problem solving approach, on policies and projects, especially where the respective organisations may hold divergent views.

6. OUTCOMES SOUGHT THROUGH THE MEMORANDUM

i) The early engagement of the NZHPT in state highway development and maintenance activities. The purpose of this is to:
   - identify and resolve issues early and thoroughly
   - seek the NZHPT’s expertise on matters of cultural and historical significance.

ii) Maintain and improve the good working relationship between the NZHPT and the NZTA:
   - by continuing to work through regional and national connections between the organisations
   - by maintaining and enhancing existing working relationships into the future
   - by collaborating to meet their respective legal obligations, recognising that where conflict arises, a mechanism is in place in which to work towards a resolution.

7. PRINCIPLES

The principles relating to this MOU are as follows:

i) The NZTA recognises that the NZHPT has responsibilities in relation to the identification, management and protection of New Zealand’s historic and cultural heritage under the HPA in accordance with its annual performance agreement with the Minister for Arts, Culture and
Heritage, and the Statement of intent. As the Crown’s lead heritage agency, this includes responsibility for the statutory authority process for archaeological and Māori heritage, registration of historic places, historic areas, wahi tapu and wahi tapu areas, and the affected party status of the NZHPT under the RMA. These functions may evolve over time.

ii) This MOU will in no way constrain the NZHPT in carrying out any of its duties, functions, and responsibilities in terms of the HPA, the RMA or any other relevant legislation.

iii) The NZHPT recognises that the NZTA has a broad land transport focus under the LTMA and responsibilities in relation to the safe and efficient operation of New Zealand’s state highway network as set out in the GRPA and other relevant legislation. This includes the development, maintenance, safe use and protection of the state highway network from potential adverse effects of adjoining land use activities, and the management of properties acquired for the management of the state highway network. These functions may evolve over time.

iv) The NZTA manages a portfolio of land, buildings and structures that have been acquired for the delivery of regionally and nationally significant transport projects. The management and disposal of property that becomes surplus to the NZTA’s requirements may have issues requiring consultation with the NZHPT. Both the NZHPT and the NZTA agree to engage with each other early in the process when these matters arise, and to seek mutually beneficial solutions that meet the objectives of each organisation.

v) This MOU will in no way constrain the NZTA in carrying out any of its duties, functions and responsibilities in terms of the GRPA, the RMA and other relevant legislation.

vi) It is recognised that there is potential for overlap between the protection of historic and cultural heritage and the operation of the state highway network, and that this interface must be managed appropriately.

vii) That each party, while recognising the respective regulatory functions and roles of the other, will:

- exercise its own statutory powers in a transparent and consistent manner having regard to the principles of this MOU, especially when dual statutory powers are available, and
- will seek to assist in the achievement of agreed projects, protocols and initiatives, wherever possible within its own mandate, to further a positive and constructive working relationship between the parties.
viii) That it is recognised that each party has particular decision making processes and systems that need to be adhered to, and that each party recognises that there may be constraints, variations and differences in meeting responsibilities from time to time. This is particularly so in terms of obtaining approvals or resolutions to particular policy and project proposals.

ix) The parties agree to consult with each other over the development of projects, proposals, strategies and initiatives that may affect the interests of the other party and to manage the potential for conflict through a commitment to:

• considering, investigating and resolving issues, wherever possible before they arise but at all times in a timely and transparent manner that maintains the integrity, professionalism and statutory responsibilities of each party and upholds the principles of this MOU

• the sharing of information including approved and proposed forward state highway programmes and professional best practice guidelines, and agreement to the joint use of resources when appropriate. It is recognised that from time to time, information may need to remain confidential (including for reasons of legal privilege)

• meeting regularly at both national and regional office levels to ensure that both parties are informed of issues and that relevant information sharing occurs.

x) It is recognised that there is a potential for overlap between this MOU and MOUs that the NZTA has signed with other stakeholders (including individual iwi) and also with the NZHPTs relationships with stakeholders/iwi. The parties agree to consult with each other and with affected stakeholders, where appropriate.
8. TERMS OF REFERENCE FOR IMPLEMENTATION

8.1 Understanding

It is agreed that the parties pursue a commitment to:

i) developing a regular liaison programme at the national and regional levels, in accordance with principle 7 (ix) to further develop and enhance the working relationship between the parties, including a clear definition of the roles of key members

ii) understanding the other party's business and informing them about its key policies and operational approaches

iii) ensuring that each party acts towards the other in an integrated and coordinated way and adopts a nationally consistent approach in the discharge of its functions and duties in its dealings with the other party

iv) identifying areas of interest or concern arising from each organisation's business activities and forward programmes, and implementing mechanisms to address these at an early stage, as listed in appendix 1.

8.2 Implementation

It is agreed the parties will pursue the implementation of this MOU through their own organisations and through the management and implementation structure defined in section 9 below.

8.3 Act in good faith

Every endeavour will be made by the parties to give effect to implementation of this MOU and each party will act in good faith in meeting its responsibilities under this MOU.

8.4 Responsibility

Each party will maintain full management responsibility and liability for its own policies, projects and functions.
8.5 Confidentiality

It is recognised that from time to time information provided under this MOU may need to remain confidential and will not be disclosed to a third party or the public, except by prior agreement between the parties to this MOU or by operation of law (especially the Official Information Act 1982). Where information given by one party to the other is required to be retained in confidence, then it shall be the responsibility of the party requiring confidentiality to inform the other party of this requirement.

8.6 No surprises

Where communication with third parties or the public is required on matters where the NZTA and the NZHPT hold divergent views, then both parties will adopt a ‘no surprises’ approach and keep the other party informed of its intentions and position.

8.7 Term

This understanding shall stay in force until terminated. Termination will only occur following three months notice from the Chief Executive, in writing, to the other party’s Chief Executive.

8.8 Amendments

This MOU may be varied from time to time, at the instigation of either party. Amendments are to be notified in writing and agreed upon by both parties, including the timeframe in which they take effect. All such changes shall be recorded in appendix 3.

8.9 Review

The terms and operation of this MOU will be reviewed as set out under 9.1, Liaison structure, and no less than once every three years.

8.10 Costs

Each party will be responsible for its own costs associated with fulfilling the intentions of the parties under this MOU, unless agreed otherwise in writing by the parties.
8.11 Conflict resolution

Where a conflict or difference of opinion cannot be resolved between officers of the NZTA and the NZHPT, the issues shall be elevated to a meeting between the chief executives or their nominees to reach an agreed position. It is recognised that there may be issues that cannot be agreed at chief executive level or by either the Board of the NZHPT or the NZTA. In such instances and where the Board or the Authority are discharging their statutory obligations, it is recognised that the differences may be resolved through the appropriate statutory processes.

9. IMPLEMENTATION STRUCTURE

9.1 Liaison structure

The MOU relationship management structure between the NZHPT and the NZTA is attached as appendix 2. The purpose of appendix 2 is to aid understanding of the organisations and their management structures and to facilitate communication between appropriate officers at both the senior management and operational levels. The MOU will be implemented by liaison between the officers of each organisation in accordance with this structure.

Appendix 2a sets out the equivalent relationships between the management levels of each organisation.

Appendix 2b sets out the equivalent structural levels and lines of communication within each organisation.

Appendix 2c sets out the roles and functions of the three groups of the NZTA that the NZHPT will likely have contact with.

Appendix 2d is a map that shows the regional and sub-regional offices and regional boundaries of both the NZHPT and the NZTA.

The Chief Executive of NZHPT and Chief Executive and Group Manager Highways and Network Operations of the NZTA will meet at least annually.

The NZTA intends to incorporate into existing positions within the NZTA regional offices the role of ‘regional champion’ for the culture and heritage portfolio of work. The purpose of having a regional champion is to have a person who will progress the culture and heritage portfolio in the
regions, and provide input to any National Office initiatives. They will also be tasked with coordinating the regular meetings between the regional offices of NZTA and NZHPT.

A programme of regional liaison meetings will be established between the General (Regional) Manager of the NZHPT and the Regional State Highway Manager and Regional Director of the NZTA and their senior officers. The timing of the meetings will be as agreed between the parties, with at least one meeting held every six months.

9.2 Specific protocols

i) A series of specific protocols to cover matters of particular concern to both parties will be established under the MOU. The list of proposed protocols is set out under appendix 1a.

ii) The NZTA and the NZHPT will scope the development and implementation of the protocols set out under appendix 1a.

iii) The protocols will be stand-alone documents with their own terms of reference and review provisions, signed by the chief executives on behalf of their respective organisations.
Signed on behalf of their respective organisations

Geoff Dangerfield  
Chief Executive  
NZ Transport Agency  
Waka Kotahi

Bruce Chapman  
Chief Executive  
New Zealand Historic Places Trust  
Pouhere Taonga

23/2/23  
Date

15/2/23  
Date
APPENDIX 1A: LIST OF POTENTIAL PROTOCOLS TO BE PREPARED BY THE NZ TRANSPORT AGENCY AND THE NEW ZEALAND HISTORIC PLACES TRUST UNDER THIS MOU

Protocols and practice guides related to statutory compliance.

These may be completed as one document per organisation or several individual protocols, as appropriate for efficiency and early implementation.

i) The NZTA heritage best practice guideline, including managing the potential for effects on historic and cultural heritage.

ii) Include culture and heritage as part of a wider online training resource for internal NZTA staff that is under development.

iii) Development of an internal NZTA document detailing the historic state highway projects that have occurred, both completed and in progress.

APPENDIX 1B: PROTOCOLS COMPLETED SINCE MOU FIRST AGREED

i) Accidental discovery procedures included within the NZTA manual SM 030: State highway professional services contract pro forma manual and SM 031: State highway construction contract proforma manual.

ii) Guidelines for road signage for historic sites and heritage trails are included within the Manual of traffic signs and markings: Section 9 Tourist signs.

iii) Transit NZ Environmental plan 2008: Part 2.6 Culture and heritage.
APPENDIX 2A: MOU RELATIONSHIP MANAGEMENT

New Zealand Historic Places Trust

Board/ Maori Heritage Council (appointed)

Chief Executive

Kaihautu (Maori Heritage Manager)
National Heritage Policy Manager
General (regional) managers (3)
Northern/ Central/ Southern

Senior environmental advisors

NZ Transport Agency

Board (appointed)

Chief Executive / Group Managers HNO & RPP

- Regional state highway managers
- Regional directors
- RPP managers
- National Property Manager
APPENDIX 2B: MOU ORGANISATIONAL STRUCTURE

New Zealand Historic Places Trust

Board/Maori Heritage Council
(appointed)

Chief Executive

National Office
Kaihautu (Maori Heritage Manager)
National Heritage Policy Manager
- Snr Archaeologist (National Heritage Policy Team)

Regional offices
General managers - Northern/Central/Southern
Regional Teams
- Heritage advisers (architecture, conservation, education, planning)
- Regional archaeologists
- Area Co-ordinators
- Maori heritage advisors

Area offices:
Kerikeri, Tauranga, Dunedin

NZ Transport Agency

Board (appointed)

Chief Executive / Group managers
HNO & RPP

National Office
Professional Services Manager (HNO)
Environment Manager (HNO)
National Property Manager (HNO)
National Manager Integrated Planning (RPP)

Regional offices
State highway managers
Regional directors
RPP managers

Regional teams
- Asset Management
- Capital Projects
- Planning
- Traffic and Safety

Area offices:
Whangarei, Marlborough Roads
APPENDIX 2C: NZTA GROUP ROLES AND FUNCTIONS

**GROUP**
- **Strategy and Performance Group**
- **Highways and Network Operations Group**
- **Regional Partnerships and Planning Group**

**PURPOSE**
- **Strategy and Performance Group**
  - Works to promote government themes, objectives and strategies and supports the Board’s preparation of the National Land Transport Programme.
- **Highways and Network Operations Group**
  - Responsible for, planning, building, maintaining and operating the state highway network.
- **Regional Partnerships and Planning Group**
  - Works in partnership with local government on regional planning and programming processes.

**ROLES**
- **Strategy and Performance Group**
  - Strategic Direction
  - Safety
  - Sustainable Transport
  - Strategic engagement and communication
- **Highways and Network Operations Group**
  - Business development
  - Network operations
  - Asset management
  - Infrastructure improvements
  - Professional services
- **Regional Partnerships and Planning Group**
  - Performance monitoring
  - Integration support
  - National planning and assessment
  - Regional planning and programmes
  - Programme prioritisation and management
  - Service alliances
APPENDIX 3: AMENDMENTS

Record of amendments added to this MOU in accordance with clause 8.8.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Description of amendment</th>
<th>Documentation reference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>