

SOUTH WAIRARAPA DISTRICT COUNCIL

14 DECEMBER 2011

AGENDA ITEM C4

MARTINBOROUGH FAIR MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH WAIRARAPA DISTRICT COUNCIL AND THE ROTARY CLUB OF SOUTH WAIRARAPA INCORPORATED

Purpose of Report

This agreement formalises the ongoing conduct of management of the Fair between the South Wairarapa District Council and Rotary to this agreement and their successors.

Recommendations

Officers recommend that the Council:

1. *Receive the information.*
2. *Accept the conditions in the MOU between South Wairarapa District Council AND The Rotary Club of South Wairarapa Incorporated.*

1. Executive Summary

This agreement formalises the ongoing conduct of certain matters of management of the fair between the parties to this agreement and their successors.

It further allows for the document to be expanded or modernised annually as required through discussion post each fair. While this MOU allows for more certainty for rotary on the future of the fair it also allows for council to ensure clarity around running of the fair and some certainty in the standard operation procedures that will take place thus decreasing the council involvement and cost.

2. Background

The Council recognises the significant contribution that the Fair makes to the cultural, social, and economic wellbeing of the community.

The Rotary Martinborough Fair is owned by The Rotary Club of South Wairarapa Incorporated Martinborough Fair Charitable Trust and is currently managed by the Rotary Club of South Wairarapa Incorporated. The net proceeds from the rental of stall space and facilities are used to provide much needed funding for significant charitable projects in the South Wairarapa community, as well as national and international Rotary charitable programmes.

3. Discussion

3.1 Consultation

The MOU has been developed in consultation with Rotary representatives and council staff involved in the fair process.

3.2 Legal

The term of this Agreement commences on the date 1st of April 2012 and will continue until 2021, at which time it may be reviewed for renewal.

There is a clause for review being "The Parties representatives will meet annually to review the operation of the Fairs under this agreement within two months after the March Fair" thus allowing council with negotiation to amend the processes or increase the agreement to cover such options as standard operating procedures for increased delegation.

3.3 Financial Considerations

The Council will charge to The Trust the standard fees for the licences less 25%. The Council will charge one health inspection fee per fair-day.

4. Appendices

Appendix 1 – Memorandum of Understanding

Contact Officer: Mark Allingham, GMIS

Appendix 1 – Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

BETWEEN **South Wairarapa District Council (the Council)**

AND **The Rotary Club of South Wairarapa Incorporated
Martinborough Fair Charitable Trust (the Trust)**

Background:

The Rotary Martinborough Fair (the Fair) is owned by The Rotary Club of South Wairarapa Incorporated Martinborough Fair Charitable Trust and is currently managed by the Rotary Club of South Wairarapa Incorporated. The net proceeds from the rental of stall space and facilities are used to provide much needed funding for significant charitable projects in the South Wairarapa community, as well as national and international Rotary charitable programmes.

The Council recognises the significant contribution that the Fair makes to the cultural, social, and economic wellbeing of the community.

This agreement formalises the ongoing conduct of certain matters of management of the Fair between the parties to this agreement and their successors.

It is agreed as follows:

1. The Council will permit the Fair to be run on the first Saturday of February and first Saturday of March each year up to and including 2021.

2.
 - 2.1 The Fair will be held in Martinborough Square and sections of adjoining streets - Kitchener Street, Cambridge Street, Oxford Street, and Jellicoe Street, as encompassed by Ohio, Strasbourge, Cork, and Naples Streets, and will include use of the Martinborough Town Hall and the Memorial Square.

 - 2.2 The Trust will use its best endeavors to ensure that there is no damage to Memorial Square, Council buildings, roads and footpaths as a result of the Fairs' activities. The costs for repair of any such damage shall be borne by the Trust. Any repairs will be organised by Council staff following discussion and agreement with the Trust on the nature and repair of damage.

3.
 - 3.1 At least three months prior to each February Fair, the Trust will confirm to the Council that the Fair will be held. At this time it will submit to the Council a traffic management plan and an application for the necessary road closures. The Council will process the application on behalf of Transit New Zealand, and assess and advertise road closure applications each year. The cost of advertising will be borne by the Trust.

 - 3.2 At least eight weeks prior to each Fair, The Trust will collate and submit to Council staff the food stall holder and food premise information required under the Food Act 1981 (or any subsequent Act) and the information required for an amusement device licence if required. The Council will charge to The Trust the standard fees for the licences less 25%. The Council will charge one health inspection fee per Fair-day

3.3 At least four weeks prior to the event the Trust will meet with Council representatives to confirm that additional cleaning of public toilets and public rubbish bin emptying services have been put in place for the Fair. The costs of additional cleaning of the public toilets and emptying of the public rubbish bins will be borne by the Council as its contribution to the Fair.

4. The Trust will provide portaloos for the event. The Trust is responsible for the cleanliness and emptying of the portaloos it provides.

5. Review:
The Parties representatives will meet annually to review the operation of the Fairs under this agreement within two months after the March Fair.

6. Term:
This Agreement commences on the date 1st of April 2012 and will continue until 2021, at which time it may be reviewed for renewal.

7. Communications:

For The Trust

For South Wairarapa District Council:

The Secretary, Rotary Martinborough
Wairarapa Fair Charitable Trust

Chief Executive, South
District Council

Address: P O Box 45
Greytown 5742

Address: P O Box 6
Martinborough 5741

Signed on behalf of **The Trust** by:

Signed on behalf of **South Wairarapa District Council** by:

Signature: _____

Signature: _____

Trustee: _____

Name: _____

Witnessed by: _____

Witnessed by: _____

Signature: _____

Signature: _____

Trustee: _____

Name: _____

Witnessed by: _____

Witnessed by: _____

Signature : _____

Trustee: _____

Witnessed by: _____

Dated this _____ of _____