

DATED 17 October 2019

BETWEEN

PALMERSTON NORTH CITY COUNCIL

AND

PALMERSTON NORTH RETURNED AND SERVICES
ASSOCIATION (2014) INCORPORATED (PNRSA)

AGREEMENT

DATED

17 October 2019

Between

**PALMERSTON NORTH CITY COUNCIL
("PNCC")**

AND

**PALMERSTON NORTH RETURNED AND SERVICES ASSOCIATION
(2014) INCORPORATED
"PNRSA"**

BACKGROUND

- A. Council was approached by local historian Leanne Hickman and the president of the PNRSA, Ian Bailey, seeking permission to restore soldiers' graves within Kelvin Grove, Ashhurst and Terrace End cemeteries, in line with the statement of intent of the New Zealand Remembrance Army (NZRA). They outlined the difficulty volunteers were having obtaining consent to restore the graves, despite advertising through the Manawatu Standard.
- B. The NZRA has the following vision "We want any New Zealander or visitor to their local cemetery, memorials or plots to feel satisfied that service graves are well cared for". Through a national volunteer network, the NZRA is aiming to deliver an inexpensive and excellent standard of restoration to memorials in service and public cemeteries around the New Zealand.
- C. The Burial and Cremation Act (the Act) 1964 sets out powers with respect to the administration and management of cemeteries. Under the provisions of the Act PNCC is responsible for the administration and management of cemeteries within Palmerston North.
- D. Section 9 of the Act sets out powers with respect to vaults and monuments. Subsection (f) makes the following provision: *The local authority may enter into*

agreements to maintain, either in perpetuity or for specified periods, the graves in a cemetery.

- E. Council receives an annual grant from Veteran's Affairs towards the maintenance of the Services Cemetery. The annual maintenance grant is subject to a Standard of Care agreement between the two parties. With respect to the memorials and concrete berms the agreement states that: *Memorials and berms should be kept clean and free of moss and lichen, and in good repair.* Therefore, under the provisions of the agreement, Council can clean the headstones in the Services Cemetery.

- F. Council has decided to enter into an agreement with the PNRSA, to act as the coordinating body for the restoration of graves in service cemeteries under the Council's control, acknowledging the interest the PNRSA has in the graves of servicemen and the activities of the NZRA.

- G. The mutual objectives of the parties to this agreement are:
 - (i) To assist PNRSA members and other volunteers to deliver an inexpensive and excellent standard of restoration to service grave memorials within Palmerston North cemeteries.

 - (ii) To ensure that the restoration of service graves and memorials occurs in a coordinated and well managed manner.

 - (iii) To ensure that all volunteer work is undertaken in accordance with the key aims of NZRA:
 - Respect – Each grave is treated as if it was a family grave. Our aim is to bring their stories back to life.

 - Humility – The concept is about maintenance of service and history and will not take any bias.

 - Excellence – This is only one standard for all work undertaken.

- (iv) To ensure that efforts of volunteers are planned and managed in such a way as to minimise disruption to the public and ensure that the welfare and safety of volunteers and the public is not compromised.
- (v) To attract positive publicity that in turn generates support from the community at all levels

THE PARTIES AGREE:


1. The PNRSA shall coordinate and manage the efforts of local NZRA volunteers including any volunteer days (events).
2. All grave and memorial maintenance and restoration will be undertaken in accordance with the NZRA National Graves Project Restoration Guide https://gallery.mailchimp.com/9aadd2f598ecaa1d1e40ef31e/files/4f56cdb5-2df7-4490-bd59-876848fa4123/Restoration_Guide_Final.pdf
3. PNRSA members and volunteers shall observe the health and safety requirements of Council whilst in the cemeteries and follow all directions of the cemetery coordinator.
4. All costs associated with the restoration of service graves and memorials shall be the responsibility of the PNRSA and associated volunteer groups.
5. PNCC will support funding and sponsorship applications made by the PNRSA. PNCC will not be responsible for the success, or otherwise, of any such funding requests.
6. Not less than one month prior to each organised volunteer event the PNRSA shall:
 - (a) Provide to PNCC details of the time and date of the event, to enable Council to publicise the event through its website and face book page.
 - (b) Meet with the Cemetery Coordinator to work through the plan for the event, including access to toilets, and the health and safety plan.
7. Not later than two weeks following an event the PNRSA shall provide PNCC with a short event debrief. The PNRSA may provide this debrief via email. The debrief

should indicate the success or otherwise of the event, the number of volunteers that attended, number of graves restored, any health and safety issues identified and/or resolved, and any suggestions for improvements to future events.

8. The parties shall meet regularly. The frequency of these meetings shall be six-monthly (commencing on signing of this agreement) or at such frequency as is agreed.
9. PNCC shall during the term of this agreement:
 - (a) Provide staff necessary to attend meetings and approve event plans;
 - (b) Provide access to the cemeteries and associated public toilets free of charge.
 - (c) Provide communication support as outlined in Clause 2.
10. The parties agree and acknowledge that it is PNCC's expectation that the PNRSA will make all reasonable efforts to inform families of the deceased of the activities of the PNRSA and the NZRA volunteers, by publicising activities in social and local media.
11. This agreement may be varied at any time by agreement between the parties, but any variation shall be documented and signed on behalf of each party before it will have effect as a variation.
12. The PNRSA is an independent organisation. This agreement shall not be interpreted as creating an employment, partnership, joint venture or partnership relationship between the parties.
13. The PNRSA may not assign this agreement without the written consent of PNCC.
14. The PNRSA shall comply with the Health and Safety in Employment Act and best practice Health & Safety guidelines for events.
15. This agreement shall commence upon signing of contract and terminate on 30 June 2021. Either party may terminate this agreement without cause on no less than 3 months notice in writing. Prior to the notice period expiring both parties shall continue to meet their obligations under this agreement.

16. This agreement is the entire agreement between PNCC and the PNRSA in relation to the arrangements referred to herein. Any representation, warranty, condition, promise, undertaking or other provision not expressly set out in this agreement will, to the extent permissible by law, have no force or effect.
17. Each clause in the agreement will be regarded as separately binding on the parties, and except where the context expressly requires, each clause and sub-clause will not be inter-dependent upon any other clause or sub-clause of this agreement. Should any clause or sub-clause or portion of this agreement be unenforceable, the same will not affect the validity and enforceability of any other provision.

**SIGNED for and on behalf of
PALMERSTON NORTH CITY COUNCIL**



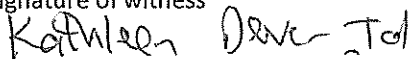
in the presence of:

Date 23 / 10 / 2019

Witness:

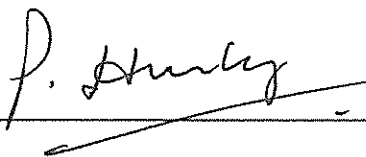


Signature of witness



Full name of witness

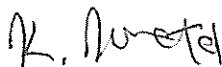
**SIGNED for and on behalf of
PALMERSTON NORTH RETURNED AND
SERVICES ASSOCIATION (2014) INC**



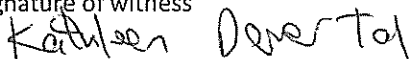
in the presence of:

Date 23 Oct 2019

Witness:



Signature of witness



Full name of witness