

Funding contract

Absolutely Positively
Wellington City Council
Mr Heke KJ Pihaka

Aro Valley Community Council Inc

1. Preamble

Towards 2040: Smart Capital sets out a vision for the future of Wellington City that builds on the city's existing strengths, such as its natural beauty, vibrancy, compactness, close-knit communities and people.

These are articulated through the strategies four goals:

- People centered city- Wellington's people are the city's greatest asset.
- Connected city - as a connected city, Wellington's people, places and ideas access networks - regionally, nationally and globally.
- Eco city - developing Wellington as an eco-city involves a proactive response to environmental challenges.
- Dynamic central city - as a city with a dynamic centre, Wellington will be a place of creativity, exploration and innovation.

- 1.1 The Council's Long Term and Annual plans outline a number of activities that support and encourage community leadership and advocacy to strengthen community and neighbourhood resilience and community safety.
- 1.2 The Council wishes to assist not-for-profit community groups and organisations to provide services that benefit local communities. These community partnerships deliver programmes and activities that contribute to priorities around community and urban resilience, in particular in contributing to the 100 Resilient Cities programme. Other initiatives relevant to this partnership includes maintaining our Biodiversity Strategy and Action Plan, Waste Minimisation Action Plan, commitment to Climate Change initiatives, Urban Agriculture and our commitment to the UNICEF Child and Youth Friendly Cities programme.
- 1.3 The Council wishes to assist not-for-profit community groups and organisations to provide services that benefit local communities. Since 2006 when the Grants Effectiveness Review were implemented, multi-year funding packages are more widely used to achieve the Council's strategic aims.
- 1.4 Aro Valley Community Council Inc were identified as providing an important service to Wellington, which justified a (3) year contract with the Council. The Performance Agreement (Appendix A) in this contract clarifies expectations for both parties for the first year of the contract term. Additional appendices include detail of responsibilities relating to property owned by Council and occupied by your organisation and other agreements relating to use of venues/spaces in Civil Defence Emergencies (as Welfare Centres).

2. Parties to the Agreement:

Wellington City Council (Council)
PO Box 2199, Wellington
Territorial Local Authority

Aro Valley Community Council Inc
48 Aro Street Aro Valley Wellington New Zealand 6021

3. Term of Agreement

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- 3.1 The term of this agreement is for THREE (3) years and relates to application ref (201601-004457)

Start date: 1 July 2016
End date: 30 June 2019

4. Purpose of the Funding Agreement

- 4.1 The purpose of this funding agreement is to stipulate the funding arrangements, expected outcomes and conditions for the service/project provided by Aro Valley Community Council Inc for the above period.
- 4.2 This funding agreement does not preclude Aro Valley Community Council Inc from applying for further funding through the Council's grants pools for additional specific projects that meet the criteria.

5. Services Funded

- 5.1 The funding is provided for the delivery of services and activity, as specified more fully in Appendix A. The Organisation will

Identify community needs

- Be familiar with local community needs through identifying and assessing existing, unmet or emerging community needs.

Build relationships

- Actively develop and sustain networks with other local community organisations
- Work actively to build relationships with other key community personnel in citywide organisations, agencies and in other community centres

Encourage community participation

- Be proactive in encouraging wider community participation and involvement in local networks and community activities through activities which may or may not be linked to the centre
- Encourage and welcome different groups within the community to participate and use the centre

Conduct centre programmes and activities

- Provide and support appropriate, diverse and affordable activities and programmes that respond to the needs of the community
- Promote the centre's programme of activities in the community
- Seek additional funding and support from other bodies to enhance and expand activities at the centre and respond to identified community needs
- Support and promote community events
- Promote and publicise community events and activities which may or may not be linked to the centre

- 5.2 Operation of the Community Centre by the Organisation
The Community Centre will:

Community purposes

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- Provide activities and programmes that are responsive to the needs of the community
- Be open and accessible to groups in the community
- Physical environment
- Be comfortable, clean, accessible and welcoming
- Be well used, both by regular and casual users

Hours of operation

- Remain generally available for use between the hours of 9.00am and 10.00pm seven days a week (often as a bookable space)
- Keep the centre's office open for a reasonable number of regular hours per week, these hours to be publicised within the community

6. The Funding

- 6.1 The Wellington City Council will fund Aro Valley Community Council Inc the sum of \$52,000 (plus GST if applicable) per annum to undertake the service/project(s) outlined in detail in Appendix A.
- 6.2 Payment will be in two instalments in 2016/17, with the balance of 50% paid on agreement of an updated MOU relating to land and property.
- 6.3 Flexibility in the use of funding is permitted but any such changes from the project outlined in Appendix A must be agreed in writing by both parties in advance of any such changes being made. Prior to each annual payment being made both parties will review the contents of Appendix A and agree in writing to any changes.

7. Conditions of the Funding

- 7.1 Aro Valley Community Council Inc will have a minimum of two meetings (to be arranged) with the following designated Council officer to discuss their progress:
- Advisor City Partnerships, tel: 04 803 8627
- 7.2 Monitoring will be undertaken by looking at the organisation's achievements against the purpose of this funding and the specific outputs and budgets.
- 7.3 Aro Valley Community Council Inc will provide a satisfactory annual report back to the grants business unit on the services/projects described in Appendix A before further annual payments are made. An interim (half year) narrative report will also be provided at 6 months (30 December 2016, 2017 and 2018)
- 7.4 These accountability reports will include:
- a) a summary of the service provided and activities undertaken, including appropriate statistics such as user numbers, volunteer numbers, and relevant client demographic information
 - b) a report on whether the aims stated in Appendix A have been met, with explanations regarding any significant variances
 - c) an account of all expenditure for the funding against the budget provided in Appendix A
 - d) a copy of the most recent annual accounts for the organisation.

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8. Termination of Agreement

- 8.1 This agreement may be terminated at any time by six (6) months notice given in writing by either party, or as mutually agreed by both parties. If the agreement is terminated under this section, must refund any unspent monies as at the point of termination.
- 8.2 The Council may terminate this agreement if Aro Valley Community Council Inc
- a) commits any act of dishonesty or brings the Council into disrepute
 - b) fails to observe or carry out the service/project to an acceptable standard or in accordance with any of the terms and conditions of this agreement
 - c) becomes financially unsustainable due to the loss of core funding, insolvency, bankruptcy, receivership or liquidation.

9. Renewal of Agreement

- 9.1 There is no automatic right of renewal for a further term. Either party must give notice in writing 6 months prior to the end date of this agreement if that party wishes the agreement to be terminated at the end date and no further term is to be sought. The renewal of this agreement for a further period is subject to negotiation with the Council.

10. Dispute Resolution

- 10.1 If any dispute arises between the Council and concerning this agreement, both parties will meet and resolve the dispute in good faith. If no resolution is achieved, either party may require the dispute to be submitted for mediation by a mutually agreed mediator. In the event that no resolution is achieved through mediation within 3 months of the start of that mediation, either party may terminate this agreement in writing.

11. Acknowledgement:

- 11.1 It is expected that the support of the Council be acknowledged by wherever appropriate, such as in any promotional material, at any event or function and at other appropriate occasions.
- 11.2 The Wellington City Council logo will be placed on all relevant publications relating to projects assisted under this agreement. The logo is to be used in accordance with Council standards. The Wellington City Council logo will be supplied in the requested format. Accompanying this will be rules for its use and these must be adhered to.
- 11.3 The amount of funding provided by the Wellington City Council must be clearly identified in the body or notes of annual accounts.

12. Notices:

- 12.1 Parties shall give notices to each other by delivering them to the following persons at the following addresses:

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Absolutely Positively
Wellington City Council
Me Hika Ki Pūtoru

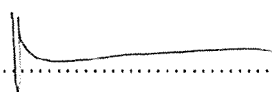
- (a) Notices to **Wellington City Council**:
PO Box 2199, Wellington
Attention: Manager Community Services
Phone: 04 803 8365
- (b) Notices to **Aro Valley Community Council Inc**
48 Aro Street Aro Valley Wellington New Zealand 6021
Attention: Krissy Cloutman
Phone: 04 384 8499
Email: community@arovalley.org.nz

Executed as an Agreement:

The Agreement was executed on (Date)

Wellington City Council:

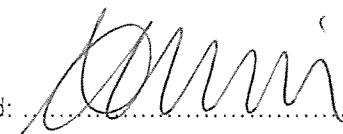
Name: Jennifer Rains
Designation: Manager Community Services

Signed:  Date: 1/9/16

Aro Valley Community Council Inc:

Name: Hilary Unwin
Designation: Co-chair AVCC

I declare that I am authorised to act on behalf of the organisation

Signed:  Date: 5/11/2016

Luke Allen
Co-chair AVCC

Luke Allen

05/11/2016

Appendix A: Annual Performance Agreement Aro Valley Community Council- Community Centre July 2016 to June 2017

This performance agreement specifies the activities, indicators and targets for the Aro Valley Community Centre contract with Wellington City Council.

Council has a number of projects and priority areas that serve to meet Council outcomes, these include events and campaigns. We would like to see the Community Centre deliver on some of these during the year as part of your activity. These include Neighbours Day Aotearoa (get to know your neighbours) the theme of which this year will be on addressing loneliness and isolation, Child Friendly Cities, Emergency Preparedness and Community Safety.

We want to be able to share real life stories about the work we support and are encouraging organisations to provide reporting in the form of short videos, photos with captions or written case studies. Please note, in submitting these videos or photos, Wellington City Council will assume the permissions have been obtained for use in the public domain. In your narrative report we would like you to tell us whether anyone is better off because of the work you do, whether you learnt anything, took a different approach or whether things happened that you didn't plan.

<i>Outcomes</i>	<i>Activities</i>	<i>Targets and performance indicators</i>	<i>Reporting - guide</i>
Community needs are identified and relationships built	<p>Assess community needs and identify emerging and unmet community needs.</p> <p>Develop and deliver programmes and activities to meet these needs</p>	<p>Number of new activities /programmes initiated to meet identified community, needs, ie through feedback, community meetings, surveys etc</p> <p>Provide programmes during the year and report on these</p>	<p>Outcome of assessments of community needs</p> <p>New programmes and how they respond to community needs</p> <p>Provide a list of programmes run by you</p>
	<p>Develop and sustain networks with other local community organisations</p> <p>Build relationships with key community personnel in city-wide organisations and other community centres</p>	<p>Number and nature of local networking activities</p> <p>Provide network opportunity for helping or supporting local organisations</p> <p>Number and nature of city-wide networking activities and opportunities developed.</p> <p>Maintain connections and share learning with other community centre co-ordinators in the city – attend co-ordinators meetings and relevant liaison groups</p>	<p>Report on the number and a description of:</p> <p>Local networking activities and/or outreach (connects to schools, resident and business groups, clubs, social housing, environment groups, etc)</p> <p>City wide/non local projects and activities (Timebank, DCM, WREMO, university, Police)</p> <p>Number of Community Centre and liaison meetings</p> <p>Any clustered/hub activities</p>
Activities and	Develop and provide	Number and nature of centre-	List the activities and

<i>Outcomes</i>	<i>Activities</i>	<i>Targets and performance indicators</i>	<i>Reporting - guide</i>
programmes by other groups and organisations	programmes and activities that are affordable and reflect the diverse needs of the community	based programmes and activities (and a copy of the booking schedule) Number of participants in activities and programmes	programmes provided <u>by other people or groups</u> Numbers who participated/attended (use a separate sheet if required) For the calculation of the number of people that use the centre (as part of a group or drop-in). Please provide a total for each room/space for the reporting period. This number can be estimated to some degree as it is not feasible for centres to give exact numbers.
Community Participation	Encourage/enable community participation and use of the centre by the wider community	Number and nature of the groups using the centre	List of groups using the centre, including casual bookings
Manage and provide a multipurpose and welcoming facility	Encourage a busy schedule of activities and full use of the community centre	The number of bookable hours available. All rooms and hall The number of bookable hours the centre is used	Calculate a percentage for occupancy Goal for Aro to continue to increase use
	Volunteer hours	The number of volunteer hours relating to Centre operation Governance of the centre	
	The Centre is open and accessible to meet the needs of the community	Number of hours the centre/ office is staffed and open to the public. XX hours a week (XX to XXpm M-F)	Opening hours when the centre is staffed. Have you consulted with users and community on opening hours?

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<i>Outcomes</i>	<i>Activities</i>	<i>Targets and performance indicators</i>	<i>Reporting - guide</i>
	Promote and publicise the centre's programme events and activities are eg through social media (facebook etc), e-newsletters, printed newsletters, noticeboards, posters, word of mouth.	<p>Description of promotional activities (e.g. newsletters, flyers, posters electronic networking and advertising)</p> <p>All centres must have up to date entries on CommunityFinder</p> <p>Online and digital presence – eg social media, enquiries, bookings</p> <p>Provide reporting in the form of short videos, photos with captions or written case studies which we would share either through social media or with our teams and partners.</p>	Status report on re-establishment of community newsletter
	Actively seek funding outside Council to support programmes and activities	<p>Number of applications made, amount and purpose, report on fundraising activity.</p> <p>Number of successful applications , amount and purpose</p>	
Health and Safety and organisational resilience	<p>The organisation will maintain a Business Continuity Plan (BCP)</p> <p>The organisation will maintain a Health and Safety Plan</p>	<p>A BCP is developed and regularly updated – this will identify the organisation's contingency plan to carry on business as usual during unexpected events</p> <p>Regular audit of identified site risks</p> <p>Co-ordinators complete First Aid training and maintain continued certification.</p> <p>Health and Safety Plan is developed and regularly updated, particularly in relation to legislation.</p> <p>Safety of workers – in co-ordination with other agencies co-located in community centres- eg CAB's, provision of duress alarms</p>	Any provisions for staff safety

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