

FUNDING AGREEMENT – COMMUNITY GRANT 2021-2031 Ten Year Plan | He Mahere Kahurutaka

A Funding Agreement between Queenstown Lakes District Council (QLDC) and a recipient of a 2021-2031 Ten Year Plan | He Mahere Kahurutaka Community Grant.

This formal Agreement acknowledges QLDC’s investment of ratepayer funds, and the commitment of both Parties to be accountable and in agreement, as to how those funds are spent.

PARTIES

Queenstown Lakes District Council (QLDC)

Wanaka Community House Charitable Trust (WCHCT)(the ‘grant recipient’)

1. GRANT APPROVED – AMOUNT AND TERM

1.1 QLDC has approved this community grant in response to a request made through submissions to the 2021-2031 Ten Year Plan | He Mahere Kahurutaka process and/or commitments made in the Ten Year Plan.

1.2 The community grant amount and term approved is:

Year 2022	Amount (Community Development)
1 July 2021 – 30 June 2022	\$500,000

1.3 This Agreement commences on 1 July 2021 and remains in effect until 30 June 2023

1.4 The community grant approved is for the purpose of:

- Conversion of a loan into a grant, for the development and sustainability of the Wanaka Community Hub
-

2. INTENT OF THE FUNDING AGREEMENT

2.1 This Agreement is to confirm the purpose of the community grant, the outcomes this community funding aims to support, the grant recipient obligations and the process for payment of this grant.

3. PURPOSE OF COMMUNITY GRANTS

- 3.1 The purpose of local government is to play a broad role in promoting the social, economic, environmental, and cultural well-being of communities. The community grants process provides QLDC with the ability to support community projects or activities that improve the wellbeing of our community.
- 3.2 The community grants process is underpinned by the principles of the Treaty of Waitangi (partnership, participation and protection) and aims to respond to the statements articulated in Vision Beyond 2050.

4. VISION BEYOND 2050

- 4.1 In 2018, a diverse group of community representatives took part in workshops to design an aspirational vision for the future of our community, a vision that reflects the many voices in our district.
- 4.2 Looking beyond the year 2050, the vision work - titled 'A Unique Place. An Inspiring Future | He Wāhi Tūhāhā. He Āmua Whakaohooho' - presents eight key themes for how we want to live, work and play in the future. This series of defining principles (or vision statements) is intended to be carried into the future and is brought to life through additional outcomes that define what we hope for, hear or experience in day-to-day life in the Queenstown Lakes district.
- 4.3 The Beyond Vision 2050 vision statements and related outcomes are:

Vision statement 1: Thriving People | Whakapuāwai Hapori

Ours is a community with a strong heart and whānau roots that run deep.

Vision statement 2: Embracing the Māori world | Whakatinana i te ao Māori

Ours is a district that honours Te Tiriti o Waitangi and champions equality for all our people.

Vision statement 3: Opportunities for all | He ōhaka taurikura

Our district is a place of social, environmental and technological enterprise.

Vision statement 4: Breathtaking Creativity | Whakaohooho Auahataka

Surrounded by the endless inspiration of our landscapes, ours is a place that nurtures the arts, culture and the spirit of invention.

Vision statement 5: Deafening Dawn Chorus | Waraki

Our ecosystems flourish and are predator-free under our kaitiakitanga.

Vision statement 6: Zero Carbon Communities | Parakore hapori

From Makarora to Kingston, our district sets the standard for regenerative, low-impact living, working and travel.

Vision statement 7: Disaster-defying resilience | He Hapori Aumangea

Queenstown Lakes is a place that is ready and prepared for every emergency.

Vision statement 8: Pride in sharing our places | Kia noho tahi tātou kātoa

Our district is a place where our quality of life is enhanced by growth through innovation and thoughtful management.

More information can be found at <https://www.qldc.govt.nz/vision-beyond-2050/>

5. GRANT RECIPIENT OBLIGATIONS

- 5.1 In signing this Agreement, the grant recipient agrees to the obligations listed below.
- 5.2 To ensure we are delivering value for our ratepayers, our expectation is that all grant recipients commit to achieving community wellbeing by actioning the grant. Council asks that in accepting this community grant your organisation/group consider and work towards our communities' Vision Beyond 2050.
- 5.3 That after the WCHCT clears its outstanding debt as of 31 Mar 2022, the WCHCT will prioritise community organisation bookings over commercial bookings;
- 5.4 Provide QLDC with your organisation/group's most recent annual financial report prior to payment of the community grant. This is to provide assurance that the recipient shows evidence of sound financial management and will appropriately spend the community grant in line with your request for funding.
- 5.5 Maintain regular engagement with Council officers as requested and will provide a written annual report to Council detailing how the grant has been spent.
- 5.6 As outlined, the grant recipient must agree to use the grant solely for the purpose approved in clause 1.4 of this Agreement.
- 5.7 If the purpose of the grant is for the enhancement of open spaces (for recreation, preservation, conservation, or community wellbeing), the grant recipient must get all required permissions from landowners and/or land administrators before starting the project. If the purpose of the grant is to be undertaken on QLDC administered public land please contact:
- Samantha Marsh, Parks Community & Volunteers Officer**
Email: Samantha.marsh@qldc.govt.nz
Phone: 03 450 9129.
- 5.8 The grant must not be used for any of the following activities:
- physical works before the appropriate consents have been obtained
 - legal expenses
 - activities that promote religious ministry or political purposes
 - purchase of alcohol.
- 5.9 The grant recipient must use the grant within the term allocated (Council's financial year).
- 5.10 The grant recipient acknowledges that the grant is for the duration of the Term, and that there is no obligation on QLDC to provide further grants beyond the expiry of the Term.

6. TERMINATION RIGHTS

- 6.1 The Agreement may be terminated by QLDC following a review of this Agreement in accordance with clauses 5.1 – 5.9.
- 6.2 If this Agreement is terminated in accordance with clause 6.1 no further grants shall be paid under this Agreement and all QLDC grants that have not been spent on the date of termination shall be returned within twenty (20) working days of the date of termination unless otherwise agreed between the Parties in writing.

7. REVIEW OF PERFORMANCE AND AGREEMENT

- 7.1 As outlined, QLDC may request to meet with the grant recipient, to jointly review compliance with the grant recipient obligations under this Agreement.
- 7.2 Following a review in accordance with clause 7.1, QLDC, acting reasonably, may provide written notice to the grant recipient that it considers that the grant recipient is not adequately meeting the Agreement Obligations and setting out the steps that it requires grant recipient to take to rectify the failure or failures identified.
- 7.3 If the grant recipient fails to implement the steps set out in QLDC’s written notice under clause 7.2 to QLDC’s reasonable satisfaction within 14 working days of that notice, QLDC shall have the right to terminate this Agreement.

8. MISCELLANEOUS

Notices

- 8.1 Any notice or communication given to a Party under this Agreement is only given if it is in writing and sent by electronic mail to the email address of the Party or Parties concerned as specified below.

QLDC Sport & Recreation Manager

Grant Recipient: email address provided in section 11 of this Agreement.

Time when notice is given

- 8.2 Any notice or communication sent by electronic mail is to be treated as given at the following time: one hour after despatch subject to proof of service in accordance with clause 8.3.
- 8.3 To prove service in the case of a notice sent by electronic mail, it is sufficient to prove that the notice was transmitted by electronic mail to the relevant email address and that the sender received either a delivery receipt, read receipt or equivalent communication from the email service provider evidencing that the recipient had received, or had received and read the email or some other communication from the recipient evidencing same.

Assignments and transfers

- 8.4 No Party may assign or transfer any of its rights or obligations under this Agreement.

Variation

- 8.5 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of each of the Parties.

9. OPERATIVE PROVISIONS

Definitions and interpretation

In this Agreement the following definitions apply:

Agreement means this Funding Agreement.

Parties means the parties to this Agreement.

Grant Recipient Obligations means the obligations set out in Section 5 of this Agreement.

Grant means the contribution made by QLDC to the Grant Recipient set out in clause 1.2 of this Agreement.

GST means tax charged under the Goods and Services Tax Act 1985 and includes any tax charged in substitution for that tax.

Term means the term provided in clause 1.3.

10. PROCESS FOR PAYMENT OF THIS COMMUNITY GRANT

10.1 QLDC will pay the community grant to the grant recipient once the following steps are completed.

- a. **REQUEST FOR PAYMENT:** The grant recipient will email their latest annual financial report to QLDC, along with this signed Agreement, requesting payment of the community grant for the current financial year. Send this to: simon.battrick@qldc.govt.nz
- b. **BANK ACCOUNT:** If your organisation has previously received a grant from QLDC then you have been set up in QLDC finance system as a creditor. If your bank account has changed since the last time you were paid a grant please provide QLDC with evidence of your new bank account number.
- c. **NEW CREDITOR:** If you haven't been set up as a creditor in the QLDC finance system you will need to do this before the community grant can be paid. QLDC will send the "new supplier form" to complete if this is required.
- d. **PURCHASE ORDER:** Once your organisation is set up as a new supplier QLDC will send you a purchase order number for payment of your community grant.
- e. **INVOICE:** Send QLDC an invoice for payment of the community grant. Include the purchase order number on the invoice as a reference. If the grant recipient organisation is registered for GST then the invoice must be made out for the amount of the grant plus GST.
- f. **PAYMENT:** The grant will be paid on the 20th of the month following QLDC's receipt of your invoice.

10.2 If Council has approved this community grant for more than one year, as confirmed in clause 1.2, then the grant recipient must complete the steps in clause 10.1 each year for the term of this Agreement.

10.3 If you have any questions about the payment process, please contact:

QLDC Sport & Recreation Manager

Email: simon.battrick@qldc.govt.nz or phone: 03 441 0499.

11. EXECUTION - SIGNATORIES | NGĀ KAIHAINA

Signed for and on behalf of Queenstown Lakes District Council by:	
Name	Thunes Cloete
Role	GM Community Services
Signature	
Date	April 2022

Signed for and on behalf of the Grant Recipient organisation by:	
Name	
Role	
Organisation Name	
Signature	
Date	
Email address Used for grant related communication, as per clause 8.1.	