

Chairperson and Committee Members
STRATEGY & POLICY COMMITTEE

20 JULY 2017

Meeting Status: **Public**

Purpose of Report: For Decision

MAHARA GALLERY PARTNERSHIP AGREEMENT RENEWAL

PURPOSE OF REPORT

- 1 This report seeks approval to renew the partnership agreement between the Council and the Mahara Gallery Trust.

DELEGATION

- 2 The Strategy & Policy Committee has delegated authority to consider this Report under the following delegation in the Governance Structure and Delegations, Section B1 which states that the key responsibilities of the Committee will include: Reviewing and approving community contracts.

BACKGROUND

- 3 Mahara Gallery is the District's public gallery, which has been located in a Council-owned building in Mahara Place, Waikanae since 1996. It is operated by the Mahara Gallery Trust, a charitable trust. The Council has provided annual grants since 1996 and has had a Partnership Agreement with the Mahara Gallery Trust since 2002.
- 4 The Partnership Agreement sets out Council's objectives, services and performance targets to be met by Mahara Gallery Trust in return for annual funding. The Trust reports on its progress in an Annual Report to the Council, and has consistently met all its obligations under the Partnership Agreement.
- 5 The Partnership Agreement covers a three year period and the previous agreement expired on 30 June 2017. The proposed Partnership Agreement for the next three years, until 30 June 2020, is attached as Appendix One. This agreement continues the partnership with the same objectives, services performance targets and funding level (inflation adjusted).
- 6 In 2010 the Council, Mahara Gallery Trust and the Field Collection Trust signed a Memorandum of Understanding for the upgrade of the Mahara Gallery. This Memorandum was renewed in November 2016. The Memorandum continues until 30 June 2019, but will lapse on 30 June 2018 if the Mahara Gallery Trust does not confirm committed funding for two thirds of the project cost.

ISSUES AND OPTIONS

Issues

- 7 The proposed Partnership Agreement includes a clause providing for a review of this agreement to be undertaken at the time funding for the upgrade project is confirmed.

Policy considerations

- 8 The Partnership Agreement is consistent with the Council's Strategy for Supporting the Arts (2012).

Legal considerations

- 9 The Partnership Agreement has been reviewed by the Council's Senior Legal Counsel.

Financial considerations

- 10 The current annual funding to the Mahara Gallery Trust is shown in the following table.

	2016/17
Core grant	\$132,324
Matched sponsorship grant (not inflation indexed)	\$20,000
Rent reimbursement (not inflation indexed)	\$32,000
Administration grant (for the duration of the upgrade project only)	\$16,921
Total	\$201,245

- 11 With inflation adjustments this would take the annual funding to the Mahara Gallery Trust to the figures shown in the following table. Some amounts are adjusted annually for inflation, and all exclude GST.

	2017/18
Core grant	\$134,706
Matched sponsorship grant (not inflation indexed)	\$20,000
Rent reimbursement (not inflation indexed)	\$32,000
Administration grant (for the duration of the upgrade project only)	\$17,226
Total	\$203,932

Tāngata whenua considerations

- 12 The Partnership Agreement refers specifically to the tāngata whenua considerations in the Council's Strategy for Supporting the Arts (2012).

SIGNIFICANCE AND ENGAGEMENT

Degree of significance

- 13 This matter has a low level of significance under Council policy.

Consultation already undertaken

14 No external consultation has been undertaken.

Engagement planning

15 An engagement plan is not needed to implement this decision.

Publicity

16 A media release will be prepared to publicise the confirmation of this agreement.

RECOMMENDATIONS

17 That the Council approves the Partnership Agreement between Mahara Gallery Trust and the Council attached in Appendix One to CS-17-199 and authorises the Mayor, one Councillor and the Chief Executive to sign on behalf of the Council.

18 That the Council notes the financial requirements for the Partnership Agreement will be included as commitments in the draft 2018 Long Term Plan.

Report prepared by:

Approved for submission by:

Jaenine Parkinson

Tim Power

Libraries and Arts Project Coordinator

Senior Legal Counsel

Approved for submission by:

Approved for submission by:

Max Pedersen

Sarah Stevenson

**Group Manager
Community Services**

**Group Manager
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ATTACHMENT

Appendix 1

Partnership Agreement between Kāpiti Coast District Council and Mahara Gallery Trust 2017 – 2020

**PARTNERSHIP AGREEMENT BETWEEN KAPITI COAST DISTRICT COUNCIL
AND MAHARA GALLERY TRUST BOARD**

1 JULY 2017– 30 JUNE 2020

Mahara Gallery is the Kāpiti Coast District's Public Gallery. The support and development of Mahara Gallery is a Council priority under its Strategy for Supporting the Arts (2012). The Gallery is operated by the Mahara Gallery Trust, a charitable trust, and housed in a Council-owned building in Mahara Place, Waikanae.

1. Amount and Timing of Funding

- 1.1 In each Financial Year covered by this Partnership Agreement, Council will grant inflation indexed funding (plus GST as applicable) to the Mahara Gallery Trust of:
 - 1.1.1 \$134,706 per annum to be applied by the Trust towards general administration of Mahara Gallery as the District's Public Gallery;
 - 1.1.2 Matching of sponsorship funding on a dollar-for-dollar basis up to a maximum of \$20,000 (not inflation indexed);
 - 1.1.3 Reimbursement of rent for the Gallery premises of \$32,000 (not inflation indexed); and
 - 1.1.4 \$17,226 provided for administration support for the duration of the upgrade project.
- 1.2 The Council acknowledges the funding provided at 1.1 above is additional to any other grant from the Council to Mahara.

2. Services to be provided

- 2.1 In consideration of the grant herein Mahara will provide the Services described in Appendix 1 ("Services") during the term of this Partnership Agreement.

3. Performance Targets

- 3.1 During the term of this Partnership Agreement Mahara will contribute to the Council's Objectives (set out in Appendix 1) and use its best endeavours to meet the Performance Targets (also set out in Appendix 1).
- 3.2 Mahara will ensure that the Performance Targets as set out in Appendix 1 are monitored throughout the term of this Partnership Agreement.

4. Invoice Arrangements

- 4.1 Mahara will issue a tax invoice to the Council for Services. The amounts specified in 1.1 above will be direct credited to Mahara's bank account forthwith on an annual basis for three years after receipt of such invoice each year.

5. Mahara's Other Responsibilities

- 5.1 All of Mahara's advertising, newsletters and letterheads connected with the Services will carry an acknowledgement of the Council's support and will generally use the Council's logo for this purpose.
- 5.2 Mahara will allow the Council's Representative to have access to all of Mahara's records that are relevant to this agreement, subject to legal requirements of confidentiality.
- 5.3 Mahara will ensure that it meets all its legal obligations in relation to the health and safety of its employees and customers in connection with the performance of this agreement.

6. Reporting to Council

- 6.1 By 30 September each year, Mahara will provide to the Council's Representative a report on progress against the partnership agreement services and performance targets in the previous financial year period from 1 July to 30 June. The report is to include Mahara's financial statements certified as having been reviewed by an independent Chartered Accountant.
- 6.2 The Chair of Mahara or his/her representative will present its annual report to Council each year if requested.
- 6.3 The Council's representative will provide notice to Mahara of the requirement to make a presentation at least two months prior to the committee meeting date.

7. Liaison between the Council and Mahara

- 7.1 The Council's Representative, or nominee, is Mahara's primary point-of-contact with Council, and will manage Mahara's relationship internally within the Council.
- 7.2 Mahara and the Council's Representative or nominee(s) will have monthly meetings to exchange updates.
- 7.3 Both the Council and Mahara will use their best endeavours to exchange information, which is relevant to each other's activities.

8. Resolution of Disputes

- 8.1 If the Council is notified by Mahara that a performance measure may not be met, within 7 days of notification:
 - (a) Mahara will provide a full explanation of the circumstances and reasons for the possibility of default; and
 - (b) The parties shall meet to discuss a possible variation of the funding and service agreement, or other remedy.
- 8.2 Subject to clause 8.1, if the Council or Mahara has any dispute or issue in connection with this Partnership Agreement, it shall give

written notice to the other as soon as practical in order to provide an opportunity to respond. Within 10 working days of receipt of such notice, the other party shall respond to the dispute or issue raised. Unresolved issues shall be addressed by the Council's Chief Executive or Mahara Gallery Trust Chairperson. Each party shall use their best endeavours to resolve the dispute or issue consistent with a partnering relationship.

9. Termination

9.1 In the event of a serious breach (as defined below) of this agreement by Mahara, the Council may terminate this agreement by notice to Mahara. Before the Council issues such notice, however, it shall first proceed by way of the resolution of disputes procedure set out in clause 8 above giving notice of the serious breach alleged. A serious breach of this Partnership Agreement includes, but is not limited to:

- (a) Wilful breach or continued neglect of Mahara's obligations under this Partnership Agreement; or
- (b) Mahara, or any committee member or employee in their capacity as committee member or employee of Mahara, does any act which in the opinion of the Council is directly attributable to Mahara's performance under this Partnership Agreement and will bring the Council into disrepute; or
- (c) Liquidation, dissolution or insolvency of Mahara.

9.2 In the case of termination of this Partnership Agreement, the Council may deliver the Services or arrange for their delivery, without any obligation to Mahara.

10. Review

10.1 This Partnership Agreement will be reviewed by both parties and revised as necessary once funding has been confirmed to allow the commencement of the building project proposed by Mahara Gallery Trust Board to extend the gallery.

10.2 The project is being led by the Kāpiti Coast District Council and was instigated in 2010 and is underpinned by a Memorandum of Understanding between the Council, the Mahara Gallery Trust and the Field Collection Trust.

11 Other

11.1 Until otherwise notified in writing by the Chief Executive of the Council, Council's representative is the Group Manager Community Services.

11.2 Nothing contained or implied in this Partnership Agreement, or in the relationship between the Council and Mahara, shall be construed in law so as to constitute a partnership.

SIGNED on the _____ day of _____ 2017

The common seal of **MAHARA GALLERY**)
TRUST BOARD was hereunto affixed in)
the presence of:)

Les Holborow
Chairman

Kevin Ramshaw
Trust Member

The common seal of **KAPITI COAST DISTRICT**)
COUNCIL was hereunto affixed in the presence of:)

K Gurunathan
Mayor of Kapiti Coast District

Pat Dougherty
Chief Executive
Kapiti Coast District Council

Cr
Councillor of Kapiti Coast District

Council Objectives, Services and Performance Targets

1. Council Objective: To develop and foster the practice and appreciation of creative arts in the Kapiti Coast community and to create an enjoyable and cost-effective visitor experience that enriches the understanding and the meaning of art, especially the visual arts.

Service: Present an annual exhibition programme that engages with the Kāpiti arts and wider community.

Targets: At least six exhibitions per year.

Maintenance or increase of annual visitor numbers.

2. Council Objective: Māori arts and cultural expression should be visible and treasured as integral to the life of the District.

Service: Support Māori arts and work with groups to help the whole community see and treasure these.

Targets: Engage with tangata whenua and matawaka on art-based projects

Enhance the relationship between Mahara, tangata whenua and matawaka with reference to the Council's Strategy for Supporting the Arts (2012).

3. Council Objective: Develop and grow Kapiti's identity through regional partnerships in the arts.

Service: Promote the District's Public Gallery as a high-quality visitor destination.

Targets: Engage with regional initiatives to promote the arts.

Market Mahara Gallery's programme effectively locally, regionally and nationally.

4. Council Objective: Implementation of the Council's Strategy for Supporting the Arts (2012).

Service: Provide professional advice to Council on arts strategy and policies, including Public Art.

Targets: Participate in the Council's Public Art Panel.

Engage with the Council and the Kāpiti community on the Council's priorities for supporting the arts.

- 5. Council Objective:** Promote and encourage local community engagement with and access to, the arts, and lifelong learning about the arts.
- Service:** Provide and promote a District focus for cultural expression and learning.
- Targets:** Develop and implement an arts educational programme with special focus on youth (18 years and under).
- Support achievement and excellence for local artists through exhibitions and events throughout the year.