

PARTNERING AGREEMENT — THRIVING COMMUNITIES IN KAIPĀTIKI

Kaipātiki Local Board and Kaipātiki Community Facilities Trust



DATE

2019

PARTIES

Kaipātiki Local Board (“**KLB**”)

AND

Kaipātiki Community Facilities Trust (“**KCFT**”)

Referred to herein together as the “**Parties**” and individually as a “**Party**”.

1. Introduction

The relationship between the Kaipātiki Community Facilities Trust (“**KCFT**”) and Kaipātiki Local Board (“**KLB**”) grew from long standing arrangements between their predecessor entities — the Birkenhead Community Facilities Trust and the Birkenhead and North Shore City Councils. In 2015 both Parties entered into a partnering agreement defining how each would contribute to the delivery of community development in Kaipātiki. That partnering agreement has since been reviewed and revised to more fully represent the relationship.

The KCFT is an independent charitable trust established to develop better connected and more sustainable communities across the Kaipātiki Local Board area. The KCFT delivers a variety of programmes, events and projects for the Kaipātiki community covering a range of themes including: place-based work, health and well-being, inequality and support for young people. The KCFT is a multi-disciplinary team, bringing together research, investment, innovation and community development capabilities to deliver local programmes. This community development model creates real change and promotes empowered and strong neighbourhoods in our community. This in turn creates value for other community organisations serving Kaipātiki.

Auckland Council has a unique model of local government in New Zealand, made up of the Governing Body (the mayor and 20 ward councillors) and 21 Local Boards. The KLB is one of the 21 Local Boards and is responsible for decision-making on local issues, activities and services, as well as providing input into regional strategies, policies and plans. These local issues, activities and services include: supporting local arts, culture, events and sport and recreation; providing grants and partnering with local organisations to deliver community services; maintaining parks and other local facilities; caring for the environment; and preserving heritage.

2. Purpose of Partnering Agreement

The Parties envisage their strong relationship continuing and this Agreement presents how the KLB and the KCFT intend to work together and contribute to supporting Kaipātiki’s residents and communities to thrive. The KCFT is seen as the KLB’s primary community development partner. These two entities have common values and a shared interest in achieving Local Board outcomes through community engagement, community-led development, placemaking and neighbourhood development.

3. Scope

The scope of this Agreement involves working together as seamlessly as reasonably possible to plan and goal set, develop relationships, report and review. This Agreement is entered into on a voluntary basis and is intended to capture certain non-binding objectives and principles that underlie the relationship between the Parties. This Agreement does not guarantee award of funding for projects or services in the future, nor limit either Party from funding or obtaining services from other sources.

4. Commencement and Termination

This Agreement will run for a five year term commencing on 24 September 2019, and may be renewed by mutual agreement between the Parties (“the **Term**”).

Either Party may terminate this Agreement at any time by giving seven days’ written notice to the other Party, and subject to clause 12 (Issue Resolution).

5. Te Tiriti o Waitangi and Mana Whenua

The KLB and KCFT recognise their relationship with mana whenua and Māori in the local board area identifying Kaipātiki as their kaianga. Both Parties are committed to achieving better outcomes for Māori that contribute significantly to lifting Māori economic, social and cultural well-being and strengthen effectiveness for Māori, and for the benefit of the wider local board area.

The Parties both desire to work together in a way that respects:

- (a) the customary rights and interests of mana whenua within the Kaipātiki Local Board Area;
- (b) the principles of Te Tiriti o Waitangi / Treaty of Waitangi and the importance of the Parties working together in accordance with those principles in a manner consistent with relevant legislation; and
- (c) the rights and interests of Māori residents and ratepayers within the Kaipātiki Local Board community.

6. Shared Principles

These shared principles will guide the relationship between the Parties:

- (a) Commitment to community-led development and community empowerment
 - Support for community empowerment and a community-led philosophy, recognising the mana and wisdom of community and seeking to enable, empower and connect.
- (b) Accountability
 - Two-way accountability where risks and benefits to the partners are shared equally.
- (c) A Spirit of Partnership
 - Behaviour and processes that build respect and trust, generosity and reciprocity, openness and acting in good faith.
- (d) Collaboration and inclusivity
 - Effective two-way partner communication and representation, seeking opportunities and addressing issues early and with no surprises.

(e) Autonomy and independence

- Recognition that both Parties are independent entities and have their own objectives and intent outside of the partnership.

(f) Celebrating progress and achievement

- Sharing success and regularly finding opportunities to celebrate.

7. Common Objectives

Both Parties share the below objectives, working together to:

- (a) Achieve more collectively than separately, focusing on community outcomes and delivering on local board priorities;
- (b) Enable communities to contribute to defining Kaipātiki Local Board outcomes and priorities and developing locally led and empowered responses;
- (c) Leverage this unique relationship to provide a responsive and agile approach to support Kaipātiki community development, connection and wellbeing;
- (d) Ensure a collaborative, strategic and inclusive way of working that is consistent, effective, open, and demonstrates two-way communication and representation from both Parties.

8. Accountabilities

Each Party has roles and accountabilities as a partner to this Agreement.

Accountabilities of both Parties

Both Parties will:

- (a) Work collaboratively and strategically to make a positive difference in Kaipātiki;
- (b) Share knowledge and expertise and provide timely information;
- (c) Leverage relationships and connections with other stakeholders to add value to the partnership, its programmes and activities and the overall wellbeing of Kaipātiki communities;
- (d) Seek opportunities to enhance, promote and raise awareness of each Party's credibility as a community development partner including the use of logos as set out in funding agreements and as otherwise agreed between the Parties;
- (e) Seek open communication channels, two way dialogue, and engage in planning and reporting processes;
- (f) Ensure internal orientation for new governing members and staff to the partnership and partnering processes;
- (g) Collaborate to communicate activity and achievements on a regular basis to the Kaipātiki community.

Accountabilities of Kaipātiki Local Board

The KLB will:

- (h) Provide funding in line with an agreed annual work programme based on outcomes and priorities in the Kaipātiki Local Board Plan;
- (i) Assist in facilitating venue and other operational resources to enable the KCFT to deliver on Kaipātiki Local Board outcomes and priorities;
- (j) Provide evaluation and review support to partnership processes;
- (k) Enable access to appropriate Auckland Council expertise;
- (l) Consider funding other specific programmes based on outcomes and priorities in the Kaipātiki Local Board Plan.

Accountabilities of Kaipātiki Community Facilities Trust The

KCFT will:

- (m) Deliver to a high standard, community development initiatives in line with an agreed annual Work Programme based on outcomes and priorities in the Kaipātiki Local Board Plan (“**Work Programme**”);
- (n) Unlock community insights and aspirations and provide community led development expertise;
- (o) Use creative methods to engage communities and support community led activity taking a strengths and asset based approach;
- (p) Encourage and support wide community participation in the development of the Local Board Plan.

9. Governance and Communications

To enable a strong working relationship and open communication between the Parties:

- (a) The respective Chairpersons of the Parties will meet at a minimum every three months during the Term;
- (b) A liaison member of the KLB may be invited to attend and participate at KCFT meetings in a non-voting governance capacity;
- (c) A meeting of the full governance group of KCFT and KLB members will be held each year during the Term to ‘check in’ on the partnering relationship and partnering activities;
- (d) In discussion with the KCFT, the KLB may appoint a Trustee to the KCFT governance group to support the development of the Trust as per the KLB constitution.

10. Planning and Reporting

Strategic Planning and Reporting

Every three years and following the commencement of a new KLB three year term and orientation to the relationship (in about February of the year following the commencement of a new KLB three year term), the Parties will come together to identify strategic approaches in supporting Kaipātiki's residents and communities to thrive. This process will:

- (a) Include all members of the KCFT and KLB governance and appropriate staff from both Parties;
- (b) Be informed by relevant reports on achievement from the previous three year period.

Annual Planning and Reporting

In the last quarter of each calendar year during the Term the Parties will begin developing an annual Work Programme. The process for developing the Work Programme will include:

- (c) An initial collaborative meeting between the Parties and including but not limited to, the Chair and Deputy Chair of both Parties, KCFT management and appropriate Auckland Council staff, to be informed by the quarterly reports on achievement of outputs from previous years;
- (d) Collaboration between the Arts Community and Events (ACE) unit of Auckland Council through the Community Empowerment Unit (CEU) with the KCFT to draft a work schedule (in around February each year) and seek feedback from the KLB (in around March each year);
- (e) The Parties' agreement on the Work Programme for the following financial year.

The KCFT will provide quarterly reports on the agreed Work Programme to the KLB.

11. Partnering Review and Evaluation

The Parties will commission an independent review at least one year prior to the expiry of the Term to assess the performance of the Parties against this Agreement. This review will focus on strengthening effective partnering between the Parties. This Agreement can also be amended at any time upon the request of one or both Parties through an agreed process.

The Parties may commission independent evaluations from time to time of any Work Programme and delivery of the multiple lines of work. Evaluation and mutual accountability requirements will also be included in the annual Work Programmes and specific funding agreements.

12. Issue Resolution

Should any performance issues, disagreement or relationship issues arise, the respective Chairpersons of the Parties will meet in the first instance to seek a mutually agreeable resolution. If required, a mediator that is agreed between the Parties will be appointed to

support the Parties to resolve the issue. If this fails, the Parties retain the right to decide on an appropriate course of action and advise the other Party of their decision.

13. Confidentiality

This clause applies to each Party in respect of the other Party's "Confidential Information" (however it comes known to a party), namely information which is marked or indicated as confidential or which would reasonably be considered confidential:

- (a) **Confidentiality:** Each Party must keep confidential the Confidential Information, however it comes in the Party's knowledge, and not copy, use or disclose it to any person except as reasonably required for purposes of this Agreement.
- (b) **Security:** Each Party must maintain effective security measures to protect the Confidential Information, and ensure all persons having access to the Confidential Information comply with the Party's confidentiality obligations.
- (c) **Disclosure:** Each Party may use or disclose Confidential Information to the extent necessary to comply with any law or court order (subject to escalating the matter to the other Party first), or obtain professional advice in relation to this Agreement.
- (d) **Records:** Each Party may keep copies of Confidential Information necessary for internal record keeping and audit purposes.

14. Liability

- (a) Neither Party shall be liable to the other Party for any costs, liability, damages, loss, claims or proceedings of whatever nature arising out of this Agreement.
- (b) Subject to clause 15(b), the Parties agree that it is not the intention for any of the terms and conditions of this Agreement to be legally binding on either Party.
- (c) Except as agreed in writing by the Parties, or otherwise provided for in this Agreement, each Party will meet its own costs and expenses, including in relation to resourcing, travel and accommodation, in relation to meeting its obligations under this Agreement, and in relation to the preparation and execution of the Agreement.

15. General

- (a) This Agreement is governed by the laws of New Zealand, and the Parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- (b) Only clauses 13, 14 and 15 are legally binding on the Parties, and those clauses shall survive termination of this Agreement.
- (c) This Agreement may be executed in any number of counterparts, including by facsimile or email, all of which when read together shall constitute one and the same document.
- (d) This Agreement does not create any relationship of agency, partnership, joint venture, trust or employment between the Parties.

Signed as a Partnering Agreement

Signed for and on behalf of Kaipātiki Local Board

Signed for and on behalf of Kaipātiki Community Facilities Trust

John Gillon (Chair of Kaipātiki Local Board)

Peter Burn (Chair of Kaipātiki Community Facilities Trust)

Dated:

Dated: