



## **Funding and Service Agreement**

**between**

**Rodney District Council**

**and**

**Hibiscus Coast  
Citizens Advice Bureau Inc**

**1 July 2010 to 30 June 2012**

## **1.0 THE PARTIES**

1.1 The parties to this agreement are –

- Rodney District Council (RDC)
- Hibiscus Coast Citizens Advice Bureau Inc (CAB)

## **2.0 BACKGROUND**

2.1 The Rodney District Council has a long standing relationship with the three CAB's in the district that dates back to when the district council was first established in 1990.

2.2 Over the years this has included subsidised leases, rental concessions and direct financial support for the individual CAB's. These arrangements have traditionally been made and formalised through the Annual plan process on a year to year basis.

2.3 At the Strategy and Community meeting of 26 March 2009, the Council approved the continuation of funding for the three CAB's in Rodney over the next three years and agreed that this be formalised into a service agreement with the individual CAB's that extends through to 30 June 2012.

2.4 This Funding and Service Agreement outlines the terms and conditions of the funding provided by RDC and lists the deliverables required of the CAB.

2.5 The expected benefits of RDC providing direct funding include:

- Greater stability for organisations;
- More strategic and long term focussed planning;
- Organisations spending less time seeking funding and more on service delivery to the benefit of the community and Council;
- Decreased compliance costs for organisation and for Council in managing funding arrangements; and
- Strengthening of the relationship between Council and its key partners.

2.6 The CAB and RDC are committed to enhancing the social and economic wellbeing of people in the community. RDC wishes to provide assistance to the CAB to assist them to continue to achieve their purpose. RDC funding is granted for the benefit of the local community. The prime function of the CAB is to offer a confidential service providing information, assessment, and referral to appropriate sources of help for enquiries.

2.7 The general objectives of RDC that will be furthered by this funding agreement are to:

- Have a growing and resilient economy based on a wide variety of businesses that fit our community;
- Have the infrastructure and services needed for our residents, business and visitors;
- Have a sense of community; and
- Provide for the emotional and physical well-being of our people.

### **3.0 CONTRACT TERMS**

- 3.1 This Agreement commences on 1st July 2010 and expires 30th June 2012.
- 3.2 The agreement will be reviewed in May 2011. The review will report on the "Deliverables" section of this contract.
- 3.3 RDC will renew its grant agreement with The CAB, until June 2012 provided that the performance agreement has been substantially met. Substantial compliance will be decided jointly between the nominated representatives from the RDC and the CAB. An inflation adjustment is allowed for in years two and three, contingent on the adoption of the annual plan. Performance targets will be reviewed each year of the term of this agreement and any changes must be agreed by both parties.
- 3.4 In light of the evolving legislation and guidelines around changes to Auckland governance, the approval of performance and any renewal of contract will be subject to the approval of the Auckland Transition Authority (ATA).
- 3.5 Subject to the clauses outlined in this agreement; the agreement will remain in place unless and until it is superseded by any agreement re-negotiated by the ATA, the Auckland Council or any party authorised by the ATA or the Auckland Council to undertake such an arrangement.
- 3.6 The contract amount for the period 1 July 2010 to 30 June 2011 is **\$20,431** plus GST per annum. This figure will be adjusted for inflation for the second year of the contractual period.
- 3.7 The contract amount will be paid annually following the receipt of the financial statements and the end of year report from the CAB.

### **4.0 DELIVERABLES**

- 4.1 In line with objectives, RDC agrees to fund The CAB for the Term in order to provide a free, impartial, confidential service of information assistance and referral for people in the Hibiscus Coast area:
- Maintaining a staffed CAB office in Orewa;
  - Opening the CAB to the public for a minimum of 25 hours per week for 48 weeks a year
  - Attempting to open on demand – depending on availability of staff/volunteers
  - Promoting The CAB and its activities within the local community by advertising through a variety of methods which may include advertising in local newspapers, posters and information on local notice-boards, regular communication with local schools
  - Employing two part-time staff for administration and information duties
  - Involving members of the community in volunteer work
  - Maintaining regular contact and networking with other local social services and CABs across the region and country
  - Provide a service to best standards of professional practice at all times in a manner which reflects credit on both The CAB and RDC
  - Provide the community information, and tailored responses, on an as requested basis

- Provide justice of the peace and a free legal service as resources permit

4.2 In May each year the CAB will submit to the Council its proposal for Services for the ensuing 12 month period and the performance measures to be applied in relation to those Services. The parties will meet and negotiate in good faith to settle and agree, no later than 05 June, the nature and extent of:

(a) the services to be performed and the performance measures to be applied in respect of those services for the following year

(b) the level of funding to be provided by the RDC in respect of those services

4.3 If it is proposed by the CAB that services for the subsequent year will be significantly reduced in quality and/or scale then the funding to be provided by RDC for the subsequent year will be reduced by a fair and reasonable proportion.

## **5.0 IMPLEMENTATION OF THIS FUNDING AND SERVICE AGREEMENT**

5.1 The Manager: Community Development, RDC and the Chairperson of the management committee of the Hibiscus Coast CAB are responsible for managing and monitoring this Funding and Service Agreement.

5.2 The CAB will use its best endeavours to ensure that the performance measures set out in Schedule 1 are met and preferably exceeded.

5.3 The CAB will regularly monitor the achievement of the performance measures during the term and will provide a 6 month progress report and a full written end of year report including statistical evidence on each of the performance measures identified in Schedule 1 within 30 days of the end of the financial year, (being 30 July).

5.4 The CAB will provide the following to the delegated RDC representative:

- The CAB annual report within thirty days of its annual general meeting
- Audited accounts within ninety days of its annual general meeting
- A budget and annual work-plan for the next financial year by 31 May 2010 and each subsequent year
- An end of year report by 20 June 2010, and each subsequent year
- Financial statements for the previous twelve months by 30 June 2010 and each subsequent year

5.5 Nothing in this clause, or in this agreement, shall be construed as preventing RDC from requesting changes to be made to this agreement to reflect changes in RDC policy in respect of, or documentation for, long term funding arrangements. If such a request is made the parties will negotiate in good faith to agree the terms of, and will promptly execute, a variation to this agreement.

## **6.0 CONFLICT RESOLUTION**

6.1 Any conflict or disagreements relating to this Agreement will be resolved using existing conflict resolution procedures at the lowest level possible.

- 6.2 If conflict or disagreements relating to this Agreement cannot be resolved, they will be referred to the CE, RDC, and the CE of New Zealand Association of Citizens Advice Bureaux.
- 6.3 Any further conflict that can not be resolved through these two methods will be resolved through a mutually agreed neutral mediator. Costs will be met equally by those parties involved.
- 6.4 Pending final settlement of any conflict or disagreement, the parties shall continue to perform their obligations under this Agreement so far as possible as if no dispute has arisen.

## **7.0 PERFORMANCE DISPUTES**

- 7.1 If any problems arise in relation to the interpretation or performance of this agreement that cannot be resolved between the respective representatives of the CAB and the RDC; either party may refer the matter in writing to the Chair of the CAB and the Director, Customer Service, RDC. The parties will use their best endeavours to resolve all disputes by good faith negotiation. If the matter still cannot be resolved, either party may refer the matter to mediation and/or arbitration. RDC will bear 50% of the costs of the mediator or arbitrator with the other 50% borne by the CAB.

## **8.0 TERMINATION**

- 8.1 Without prejudice to any other right or remedy it may have, whether under this Agreement, under statute, or otherwise, either RDC or the CAB may terminate this Agreement by giving the other party three months' prior written notice, if the other party breaches any material obligation of that party under this Agreement and:
- the breach is not capable of being remedied; or
  - the breach is capable of being remedied and the defaulting party fails to remedy the breach to the non-defaulting party's satisfaction within fourteen [14] days after notice in writing has been given to the defaulting party requiring such breach to be remedied; or
  - an Insolvency Event occurs in respect of the other party; or
  - if either party considers on reasonable grounds that any actions of the other party, or any of its agents or employees, in relation to the performance of the work may bring it into disrepute.
- 8.2 Termination of this Agreement will not, unless agreed, terminate any other agreements regarding a matter of mutual interest, nor any joint projects nor any other collaborative undertakings.
- 8.3 Termination of this Agreement for any reason shall not affect the rights or obligations of the parties in relation to any deliverables up to the date of termination.

**9.0 RIGHT OF REVIEW**

9.1 The Agreement may be amended from time to time, at the instigation of either party. Any change or modification to the terms of this Agreement shall only be made with the written approval of both the parties.

**10.0 GENERAL**

10.1 The parties agree that this Agreement supersedes all prior agreements that RDC may have entered into with CAB in relation to the deliverables.

10.2 The parties may amend the terms of this Agreement from time to time by Agreement in writing.

10.3 This Agreement is governed by New Zealand law and each party submits to the exclusive jurisdiction of the courts of New Zealand.

Signed by:  
Lloyd Barton  
Director Customer Service  
Rodney District Council

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Date:

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Signed by:  
June Johnson  
Chairperson  
Hibiscus Coast Citizens Advice Bureau Inc

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Date:

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**SCHEDULE 1**  
**PERFORMANCE TARGETS**

<b>Performance measures</b>	<b>Target</b>	<b>Comments/Details</b>
<b>ANNUAL REPORTS AND FINANCIAL STATEMENTS</b>		
Annual Report	Within 30 days of the CAB AGM	
Unaudited Financial accounts End of year report to RDC	By 30 July each year	
Audited accounts	Within 90 days of the CAB AGM	
<b>OPENING HOURS</b>		
CAB open for at least 25 hours per week, 48 weeks a year	100%	
<b>SERVICES</b>		
Maintain or increase the number of enquiries to the CAB per annum	At least <b>6600</b> enquiries received.	
Maintain a pool of active and trained volunteers	Maintain pool of at least <b>30</b> volunteers Provide on-going training for all volunteers	
Operate in accordance with own constitution	Regular Committee meetings and AGM held and reports tabled	AGM report provided
<b>ADDITIONAL SERVICES</b>		
Legal advice	An increase in the number of and type of requests from previous year.	Provide total number referrals made
Justice of the Peace	An increase in the number of JP enquiries that are being recorded from previous year.	Provide total number of enquiries received
<b>MARKETING, PROMOTION, PUBLICITY</b>		
The CAB acknowledges RDC's support of the CAB as opportunities arise.	Acknowledgement on 90% of written materials and at public functions.	