

MEMORANDUM OF UNDERSTANDING

Fundraising for the Warkworth Town Hall

Parties:

- A. Auckland Council ("**Council**")
- B. Warkworth Town Hall Restoration Trust ("**Trust**")

(Warkworth Town Hall Restoration Trust is incorporated as a charitable trust listed with the Companies Office (2619056); and registered with the Charities Commission (CC51241))

This Memorandum of Understanding ("**MOU**") sets out the basis of the Parties' agreement to work together on the restoration and development of the Warkworth Town Hall ("**Project**"), as described in more detail below, and their respective roles and responsibilities in relation to the Project.

The Parties will work with each other in good faith and try to achieve the intended Project objectives. This does not bind either Party to funding or resource allocation beyond the terms below. This MOU does not create any relationship of agency, partnership, joint venture, trust or employment between the Parties.

The Parties will communicate with each other regularly on a "no surprises" basis regarding the Project.

- 1. **Background:**
 - (a) With resolution numbers RD/2014/57, RD/2015/79, RD/2015/80, RD/2015/179 (attached as **Appendix 1**) Council has, through the Rodney Local Board and in consultation with the local community, initiated a works programme to restore and develop the Warkworth Town Hall ("**the Town Hall**") as a facility that better meets the future needs of the community ("**the Project**"). The Project was allocated \$2.75 million under the Auckland Long-Term-Plan 2015 – 2025 on 25 June 2015 (see **Appendix 1**).
 - (b) Representatives from the local community have established the Trust for the purpose of raising additional funds to help complete the Project.
 - (c) Council, through the Rodney Local Board, and the Trust have agreed to enter into this MoU to set out the principles under which they will work together on the Project.
 - (d) The Project will be completed in three stages:
 - a. **Stage 1:** rebuilding the Town Hall to its original condition and making it structurally sound.
 - b. **Stage 2:** constructing a new gallery, lift, meeting room and a temporary kitchen.
 - c. **Stage 3:** installing a new kitchen and green room.
 - (e) The Parties agree that the Project is Council run and funded. The Trust will provide additional funding towards Stage 1 and Stage 2. The Trust will endeavour to provide all the funding to finish Stage 3.

2. Relationship management:

The Parties will communicate regularly with each other on material issues relating to the Project, including:

- Regular meetings to update on Project progress.
- Consultation on any changes to Project specifications or timeframes.
- Communication and publicity.
- Fundraising plan.
- Any public relations or other matters likely to be of concern to either Party that affect the Project.

3. Fundraising plan:

(a) The total budgeted costs are (all amounts are exclusive of GST):

- Stage 1: \$3,037 million
- Stage 2: \$1,275 million
- Stage 3: \$650,000

(b) The funding for Stage 1 is as follows: \$2.75 million as per the allocation in the Long Term Plan. In addition, the Rodney Local Board has allocated \$287,000 from the Rodney Local Board's community facilities renewal fund to the Project to complete Stage One.

(c) The funding for Stage 2 is as follows: the Rodney Local Board will provide \$600,000 from its Discretionary Capex Fund and approve a further \$600,000 from the Discretionary Capex Fund to underwrite the fundraising efforts of the Trust so that works can be advanced in a timely manner. The Trust agrees to pay the Rodney Local Board \$600,000 within 2 years of signing of this MoU. The Rodney Local Board will also provide funding of \$75,000 for the removal of the old kitchen and the construction of a temporary kitchen in the new gallery addition. The Trust agrees to pay the Rodney Local Board the \$50,000 within six months (from 15 June 2015) and the further \$25,000 by June 2016. The total amount the Trust owes the Rodney Local Board therefore comes to \$675,000.

(d) The Trust has been granted a lottery grant of \$300,000 from the Lottery Grants Board. That money will become available in two instalments: by May 2016 (\$250,000) and by May 2017 (\$50,000). The Trust will transfer the respective instalments in full to the Rodney Local Board once it has received them. The grant will be used towards the amount the Trust owes the Rodney Local Board.

(e) The funding for Stage 3 is the sole responsibility of the Trust. The Trust will use its best endeavours to raise \$650,000 within 4 years of signing of this MoU. If the Trust is unable to raise the full funding by the end of that period, the Council is under no obligation to provide any funding or to

complete Stage 3. If the Trust has been able to raise some, but not all of the funding by the within 4 years of signing this MoU, then the Council may, in its sole discretion, request the Trust to transfer all of the raised funding to Council to repay the Rodney Local Board.

(f) The Trust has put a fundraising plan in place to ensure that they coordinate effectively with Council to maximise funding opportunities and avoid double ups or conflicts

(g) It is understood that:

- a. Primary responsibility for the additional fundraising for Stage 3 is with the Trust, but that Council will, where possible, assist the Trust in its fundraising efforts.
- b. It is anticipated that fundraising efforts will focus on donations from the general public and local businesses, and grants from funding bodies.
- c. Care is required with grant applications, to ensure that Council, as the ultimate recipient of the funding is able to satisfy any conditions attached to the funding.

4. Project role and responsibilities

- (a) The Council will be responsible for the procurement, the design and build of the Town Hall (including Stage 3 if the Trust is able to raise the required funding). In that role it is responsible for
- a. Procuring the design plans for the Town Hall, the construction, the landscaping of the site;
 - b. Entering into the Construction Contract (“the Contract”);
 - c. Overseeing the construction of the Town Hall to its completion.

(b) The Trust will be responsible for

- a. Paying the Council a total of \$600,000 within 2 years for stage 2;
- b. Paying the Council \$50,000 within 6 months from 15 June 2015 and the balance of \$25,000 by June 2016 for Council’s (through the Rodney Local Board) advance funding for the removal of the old kitchen and the construction of a temporary kitchen in the new gallery addition; and
- c. Raising all the required funding for Stage 3 within 4 years of signing of this MoU and, if not all of the funding has been raised, transfer all of the raised funding to Council upon request.

5. Operating charter

The Rodney Local Board has proposed that an operating charter be developed in consultation with the community to guide operation of the Warkworth Town Hall.

The Trust may wish to be involved in operational discussions at a later stage,

but for now its primary purpose is to raise the additional funding required to complete the Project.

- 6. Sponsorship** Council has a commercial partnerships programme that aims to develop alternative funding sources by leveraging Council assets and opportunities, and private sector sponsorships form a core part of that programme. Council works and services procurements may also have sponsorship sensitivities.

The Trust and Council will liaise closely on any forms of "sponsor-based" fundraising and make decisions together on any sponsor or naming rights for the Warkworth Town Hall.
 - 7. Publicity** Council and the Trust will consult with each other on any proposed communications for the Project or the Trust's fundraising.
 - 8. Council name** In fundraising for the Project, the Trust will be seen as working together with Council on the Project and should take care around the "probity" standards expected of local government and the public sector, including appropriate management of any conflicts of interest (and perceptions of any conflicts). Any potential conflicts should be notified promptly to Council.
 - 9. Representations** The Trust must not make any representation or commitment on behalf of Council, nor accept funding on terms that might compromise Council's position on the Project without first getting Council's written approval.
 - 10. Legal framework** The Warkworth Town Hall will remain owned by Council on completion of the Project. Decision making powers in relation to project specifications and works schedules, remain with Council (through the Rodney Local Board). Accountability for the Warkworth Town Hall is through the democratic accountability processes of Council (including the Local Board framework in the Local Government (Auckland Council) Act 2009).
 - 11. Contact persons** **Council:** Sue Dodds, Strategic Broker, Community Empowerment Arts, Community and Events; Auckland Council COO; Auckland Council

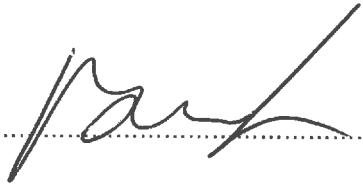
Trust: Ilona Rodgers and Raewyn Morrison – c/- 48A Wilson Road, Warkworth ph. (09) 425 9978
 - 12. Resourcing** Except as provided in this MoU, each party is responsible for meeting its own costs and expenses. This MoU does not bind Council to any minimum levels of capital or operating funding for the Warkworth Town Hall.
 - 13. General** This MoU:

 - (a) Is governed by the law of New Zealand, and the parties submit to the exclusive jurisdiction of the New Zealand courts.
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- (b) May only be varied by agreement in writing between the parties.
 - (c) Is the entire agreement between the parties regarding the Project, and supersedes any prior agreements, representations and correspondence except to the extent incorporated by reference in this MOU.
 - (d) May not be assigned or novated to any other person without the consent of both parties.
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Executed as an agreement

Signed for and on behalf of **Auckland Council** by

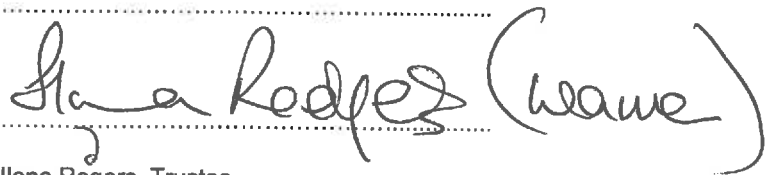


Kevin Marriot, Manager Community Facilities

Dated:

22/12/15

Signed for and on behalf of **Warkworth Town Hall Restoration Trust** by:



Ilona Rogers, Trustee

Dated:

~~Ilona~~ 22.12.15

Appendix 1 – Rodney Local Board Resolutions

Resolution number RD/2014/57

MOVED by Member TP Grace, seconded by Member AG Sayers:

That the Rodney Local Board;

a) approves the developed design attached as Attachment A in the agenda report and titled 'Warkworth Town Hall- proposed alteration and addition –developed design', dated February 2014 by Matthews and Matthews Architects Ltd for the restoration of the Warkworth Town Hall.

b) notes that the preferred concept will cost \$4M and a staged approach to the development is being recommended while further funding is sought by the community.

c) notes that the first stage will include the structural restoration of the existing building and partial completion of the proposed addition and is costed at \$3.037M.

d) underwrites \$287,000 from the Rodney Local Board's community facilities renewal fund to the project to complete Stage One if the governing body does not confirm an increase to the current level of funding for Stage One.

e) requests officers to continue working with the Warkworth Town Hall Advisory Committee to secure future funding for Stage Two of the restoration project.

f) approves the project proceeding to the delivery phase with the following identified project milestones for Stage One;

- Developed design approved April 2014*
- Detailed design completed July 2014*
- Construction commenced September 2014*
- Construction completed August 2015*
- Hall reopens for public use October 2015*

g) in accordance with the deliberations of the Rodney Local Board Agreement 2014/2015 the local board requests the \$287,000 shortfall be funded by the governing body from the 2014/2015 Annual Plan.

CARRIED.

Resolution number RD/2015/79

MOVED by Member PH Pirrie, seconded by Member BP Houlbrooke:

That the Rodney Local Board:

a) approve the investment of \$600,000 for stage 2 of the Warkworth Town Hall restoration project, provided from the Local Board Discretionary Capex Fund subject to funds being available and approval by the governing body.

b) approve the provision of a further \$600,000 from the Local Board Discretionary Capex Fund to underwrite the fundraising efforts for the Warkworth Town Hall Restoration in order that works can be advanced in a timely manner.

CARRIED

Resolution number RD/2015/80

MOVED by Member TP Grace, seconded by Member JG Colville:

That the Rodney Local Board:

c) approve funding for the removal of the old kitchen and the construction of a temporary kitchen in the new gallery addition, to maximise the benefits and value that can be realised from stage 2 works on the basis that the Warkworth Town Hall Restoration Trust/Warkworth Town Hall Fundraising Team repays the Rodney Local Board the \$75,000 within six months from 15 June 2015.

CARRIED

Resolution number RD/2015/179

MOVED by Member WW Flaunty, seconded by Member TP Grace:

That the Rodney Local Board:

- c) *agrees to the request from the Warkworth Town Hall Restoration Trust to pay \$75,000 to the local board in two stages of \$50,000 by 15 December 2015 and \$25,000 on or before 15 June 2016 rather than the request for payment in full to the local board by 15 December 2015 (as per resolution RD/2015/80 of 15 June 2015).*

CARRIED

