

Agreement between

Far North District Council

and

Focus Paihia Community Charitable Trust (known as Focus Paihia)

Community Improvement (CIP) Programme Agreement

Focus Paihia Community Charitable Trust (Focus Paihia) is registered under the Incorporated Societies Act 1908 and undertakes community-led programmes initiated by the local community, which promote and develop its local community.

Far North District Council recognises the role that Focus Paihia has in contributing to the development of its local community stretching from Watea and Haruru Falls through to Waitangi and Paihia. Far North District Council wishes to work with Focus Paihia to establish and implement the CIP programme.

In signing this agreement the parties agree to the following in order to achieve the aims of the CIP programme:

1. The parties agree to work together in good faith
2. Focus Paihia agrees to manage the strategic and operational business of the charitable trust to a professional standard.
3. The responsibility, accountability and reporting for the targeted rate funding and service delivery should sit at the appropriate level. For this programme that means Focus Paihia.
 - a. Focus Paihia is accountable to ensure that CIP programme contributors through this targeted rate receive services outlined in their strategic and business plans, and for the usage of targeted rate funds received.
 - b. Focus Paihia is required to set and report annually on key performance indicators that are meaningful, measurable and aligned to achieving the outcomes in their strategic and business plans, including the programme of works identified for delivery utilising the targeted rate.
4. Vesting of Assets: Any assets created using the funding provided by Council through the targeted rate will not automatically transfer to the Far North District Council as vested assets. If Focus Paihia wishes assets to be vested in Council, approval to the vesting is required prior to any work being undertaken. Any asset that is to be owned by Focus Paihia but be placed on Council land will require prior approval of Council.

5. Regardless of ownership of the assets created, Focus Paihia will provide a full list of asset information to enable Council to track the assets within Council systems as public or private (where the ownership resides with Focus Paihia). Council will specify the asset information format to Focus Paihia and this may change as requirements within Council systems change or are updated.
6. Far North District Council, as funding agent, reserves the right to review the use of targeted rate funds; the needs for audit; financial viability of the CIP programme and any other CIP programme related information at Far North District Council's sole discretion (to be exercised reasonably). In this regard, Focus Paihia must submit the following year's programme of works to the Far North District Council by 31st March of each year.
7. Far North District Council, as funding agent, reserves the right to undertake (at Far North District Council's expense) random audits on any aspect of the CIP programme (to be exercised reasonably).
8. Far North District Council will make the final decisions on what CIP programme targeted rates, if any, to set in any particular year or property (in terms of the amount and the geographic area to be rated).

Subject to the above and Council's approval of the CIP Programme, Council will make payments from the targeted rate to Focus Paihia as follows:

1. Payment will be made on a valid tax invoice and be subject to normal payment terms of 20th of the month following invoice date.
2. A schedule of payment dates will be agreed with Council, based on the CIP, prior to 1 July each year and these dates may vary dependent upon the projects and respective values.

Far North District Council's obligations under this agreement are subject to Far North District Council's processes, policies and legislative obligations.

Nothing in this agreement creates any partnership obligations between the parties.

Subject to any variation, this agreement will take effect with respect to the 2018/19 rating year and will continue until 30 June 2021. A party may terminate this agreement by 3 months' written notice to the other party.

This is executed as an agreement and is signed by the following on behalf of their respective organisations.

Signed on behalf of Focus Paihia

Signed on behalf of Far North District Council

Signature: 

Signature: 

Name: CHRIS WILLIAMS

Name: Janice Smith

Position: Trustee Treasurer

Position: General Manager, Corporate Services (acting)

Date: 24 APRIL 2019.

Date: 23 April 2019

18/19 Programme of Works/Initiatives

confirmed at the Annual General Meeting of Focus Paihia Community Charitable Trust in December 2018, the community confirmed the following projects:

1. An exercise Station on the Lucy Williams park
2. Touch Stones in central Paihia
3. 4 x Drinking fountains on the beachfront in addition to the one already installed next to the i-Site
4. Another BBQ as the one already installed is so successful
5. Install shade cloths over the Children's Playground on Ti Beach

The cost of these projects is estimated to be in excess of \$150,000. Focus Paihia will undertake them using their funds including the Targeted Rate.

Furthermore, Focus Paihia undertakes to advise Far North District Council each quarter what progress is being made on each project. It is anticipated that some progress will be slower than one would hope because resource consents will be required