

RELATIONSHIP AGREEMENT BETWEEN TAURANGA CITY COUNCIL AND SPORT BAY OF PLENTY CHARITABLE TRUST

1 July 2011 – 30 June 2014

PARTIES TO THE RELATIONSHIP

Tauranga City Council (“TCC”) and Sport Bay of Plenty Charitable Trust (“Sport Bay of Plenty”).

PURPOSE OF THIS DOCUMENT

The purpose of this document is to describe the way Sport Bay of Plenty and TCC will work together to provide sport and active recreation services to the Tauranga community.

PURPOSE OF THE RELATIONSHIP

TCC and Sport Bay of Plenty are committed to working together to achieve the best possible sport and recreation related outcomes for the Tauranga community. We recognise that we are limited in what we can achieve for sport and active recreation in Tauranga if we work separately. We will:

- work towards common goals
- make best use of the resources we each have available to achieve these goals
- draw on our respective leadership strengths
- work together to identify community needs and to direct resources to community priorities
- bring the benefits of the relationship to the wider community.

TERM OF THE AGREEMENT

This agreement is valid for the period 1 July 2011 to 30 June 2014 unless terminated earlier in accordance with the provisions of this agreement. The schedules to this agreement will be updated annually effective 1 July.

FOUNDATION DOCUMENTS

The following national, sub-regional and local strategies and implementation plans provide direction on the outcomes of this relationship agreement:

- **SmartGrowth**
A strategy and implementation plan on how to manage growth in a sustainable manner in the western Bay of Plenty sub-region over the next 50 years.
- **SmartEconomy**
A strategy and implementation plan for developing the sub-region’s economy.
- **Smart Tourism Strategy**

A strategy that sets out the vision for tourism and events in the Western Bay of Plenty sub-region and action plan to achieve that vision.

- **Sport and Active Living Strategy**

A strategy and implementation plan for the development and provision of sport and active recreation in Tauranga that delivers on Tauranga Tomorrow and SmartGrowth direction.

- **Open Space Strategy**

A strategy that sets the direction for maintaining and building Tauranga's open space network and decision making framework to support the acquisition of land.

- **Reserve Management Plans**

Reserve Management Plans are documents that establish a series of objectives and policies for the management and, where relevant, the development and use of individual reserves.

- **Sport Bay of Plenty's Strategic Plan**

A plan that outlines the key areas of focus for Sport Bay of Plenty over the next three years.

- **Our Community Places Strategy**

A strategy that recognises and guides Tauranga City Council's contribution to the provision, management and use of community facilities in Tauranga. The strategy provides specific direction on the future of community halls, community centres and libraries.

- **Western Bay Events Strategy**

A joint strategy with Western Bay District Council which is about enabling events for the communities in the Western Bay of Plenty sub-region.

ROLES OF THE PARTIES

Tauranga City Council

TCC's role is to promote the social, economic, environmental and cultural wellbeing of its communities in the present and for the future. In relation to sport and active recreation, TCC plays multiple roles including:

- **Researcher** establishing priorities and community needs for sport and active recreation facilities,
- **Planner** planning for future sport and active recreation facilities,
- **Provider** of sport and active recreation facilities,
- **Funder** of sport and active recreation services,
- **Advocator** to actively support and promote the needs of the sport and active recreation sector, and
- **Facilitator** bringing parties together to ensure efficient resource use and delivery of sport and active recreation needs/priorities.

Sport Bay of Plenty

Sport Bay of Plenty's role is to promote and provide opportunities for people to benefit from their involvement with physical activity, sport and active recreation. Sport Bay of Plenty plays multiple roles including:

- **Leader** determining, with the sector, the direction of sport and active recreation in Tauranga,
- **Researcher** establishing community needs and priorities for sport and active recreation,
- **Advocate** actively promoting the needs and priorities of the sport and active recreation sector to central and local government,
- **Support** actively assisting the sport and active recreation sector accomplish its goals,
- **Co-ordinator** being aware of what is happening in the sport and active recreation sector and bringing the parties together to ensure efficient resource use,
- **Provider** of information relating to sport and active recreation, and
- **Deliverer** of programmes and activities that encourage participation in sport and active recreation.

VALUES

The following set of values and corresponding behaviours underpin the spirit in which TCC and Sport Bay of Plenty enter into this agreement:

- **Respect**
 - recognising each others autonomy
 - listening to each others views
 - agreeing to disagree at times
- **Honesty**
 - maintaining each others credibility and reputation in the community
 - acting in good faith
 - open communication
 - timely communication
 - recognising each others needs
 - understanding each others' pressures, priorities and constraints
- **Commitment** - taking responsibility for our own action or lack of action

We agree that the above will apply to the way we work together:

- in respect to this agreement,
- outside the bounds of this agreement, and
- with the sport and active recreation sector.

CONTRIBUTIONS TO THE AGREEMENT

The strength of this relationship rests on the complementary roles of TCC and Sport Bay of Plenty. Both parties will:

- draw on their collective resources to achieve the best outcomes possible for the sport and active recreation sector in Tauranga, and
- share good practice information.

TCC will recognise Sport Bay of Plenty as the lead local and regional organisation for TCC liaison on sport and active recreation. TCC will:

- request informed feedback at the appropriate stages on issues, current and future initiatives, or direction of the sport and active recreation sector,
- provide funding of \$ [REDACTED] adjusted annually for inflation, using Council's inflation figures in the Ten Year Plan) for each of the three years of the relationship agreement to

further the outcomes of the relationship. Payments will be conditional upon the receipt of an invoice and the appropriate monitoring report by Council. The first payment will be for 8 months and the second payment for 4 months.

Sport Bay of Plenty will:

- provide timely informed feedback to TCC on issues, initiatives and future direction of the sport and active recreation sector,
- contribute specialist knowledge to processes impacting on the sport and active recreation sector,
- provide guidance to sport and recreation groups on TCC processes,
- support community sport and active recreation groups build their own capability and achieve as much self-reliance as possible,
- contribute to a better understanding of sport and active recreation needs in the Tauranga community,
- assist TCC to implement, where appropriate, actions identified in sub-regional and local strategies / plans,
- provide a sector overview of the sport and active recreation sector in Tauranga,
- incorporate all actions identified in the schedule into the Sport Bay of Plenty strategic and annual plans.

SCHEDULE TO THE AGREEMENT

The attached schedule to this agreement sets out:

- the outcomes to be achieved over the three year period of this relationship,
- the specific actions TCC and Sport Bay of Plenty will be responsible for to achieve the outcomes, and
- how we will measure our performance in achieving the outcomes.

The schedule will be reviewed on an annual basis with any revisions coming into effect on 1 July each year.

ACCOUNTING AND REPORTING

TCC and Sport Bay of Plenty will be accountable to each other for the achievement of the agreed outcomes of this partnership.

- A joint report will be prepared by the parties and presented to TCC's and Sport Bay of Plenty's governance boards every six months (February and August) indicating performance and achievement in relation to the agreed annual performance objectives and outcomes and six monthly financial report.
- Opportunities will be provided to brief TCC and Sport Bay of Plenty's governance boards on sport and active recreation initiatives and issues in the Tauranga community.
- Both parties agree to regular informal meetings between staff to discuss matters arising with the agreement and other relevant issues pertaining to sport and active recreation within the community.
- An annual audited financial statement relating to Sport Bay of Plenty activities will be provided by Sport Bay of Plenty to TCC staff as soon as it is completed in October each year. This will be presented and discussed with Councillors as part of the February monitoring report each year.

VARIATION TO THE AGREEMENT

The terms of the agreement may be varied by mutual agreement between TCC and Sport Bay of Plenty.

IF THINGS GO WRONG

TCC and Sport Bay of Plenty agree that open communication and discussion of issues at an early stage is the best way to manage this relationship.

Informal Discussion – Both parties agree to informal discussion between governance representatives and/or staff to discuss issues arising within the agreement.

Formal Discussion – Both parties agree to formal meetings at the governance or governance representative level to discuss any issues arising within the partnership relationship.

MEDIATION AND ARBITRATION

Should any dispute relating to this agreement arise that cannot be resolved in discussion then these matters shall be referred to mediation in accordance with TCC's Mediation Policy.

TERMINATION OF THE AGREEMENT

1. If either party wishes to terminate this contract due to non-performance or other substantive reason, the process undertaken shall be as follows:
 - (a) The party may give written notice to the other party specifying the issue and if possible requiring remedy within twenty-eight (28) days; and/or
 - (b) If the issue is unable to be remedied to the party's satisfaction, the party must give written notice of intention to terminate this agreement from a date being not less than [REDACTED]
2. In the event of Sport Bay of Plenty becoming insolvent, resolving to wind up or being wound up, this agreement shall immediately terminate. The funding shall be apportioned as at the time the Council gives notice to Sport Bay of Plenty that the agreement is terminated.

For the purposes of this agreement "insolvent" means:

- (a) The sum of Sport Bay of Plenty's liabilities exceeds the sum of its assets; or
- (b) Failure by Sport Bay of Plenty to meet valid claims for payment within 60 days of such accounts being due; or
- (c) Inability to meet liabilities which is demonstrated in Sport Bay of Plenty's financial statements.

3. In the event of termination of the agreement pursuant to either clause 1 or 2, Sport Bay of Plenty will be compelled to either complete any obligations incurred under this agreement in respect of which consideration has been received, or return and make good any consideration received.

EXPIRY OF THE AGREEMENT

Either party will give one year's notice in writing of any intent not to seek renewal of the agreement. During the period of notice the two parties will ensure a joint process to plan for the transition, with both parties acting in good faith.

SIGNED BY

Tauranga City Council
By affixing its common seal in the presence of

Mayor

Chief Executive

Dated

SIGNED BY

Sport Bay of Plenty Charitable Trust
By affixing its common seal in the presence of

Chief Executive

Dated

Schedules to the agreement

One - Strategic Outcomes and Measures for XX Year of the Agreement