

ORDINARY MEETING

OF

**WELLINGTON REGIONAL AMENITIES FUND JOINT
COMMITTEE**

AGENDA

Time: 1:30pm
Date: Friday, 23 August 2019
Venue: Upper Hutt Council Chambers
Upper Hutt City Council
Level 3, Civic Administration Building
838 - 842 Ferguson Drive
Upper Hutt

MEMBERSHIP

Mayor Justin Lester	Wellington City Council
Mayor Wayne Guppy	Upper Hutt City Council
Mayor Mike Tana	Porirua City Council
Mayor Ray Wallace	Hutt City Council

AREA OF FOCUS

The Wellington Regional Amenities Fund was established to demonstrate the region's commitment to arts and cultural activity and to our unique natural environment. Many important cultural and environmental organisations are based in Wellington and provide significant benefit to the region. These organisations support the development and production of high quality experiences, make it possible for all to participate in these experiences and ensure the region has a robust arts infrastructure and thriving network of cultural and environmental attractions.

Quorum: 3 members.

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1. Meeting Conduct

1.1 Apologies

The Chairperson invites notice from members of apologies, including apologies for lateness and early departure from the meeting, where leave of absence has not previously been granted.

1.2 Conflict of Interest Declarations

Members are reminded of the need to be vigilant to stand aside from decision making when a conflict arises between their role as a member and any private or other external interest they might have.

1.3 Confirmation of Minutes

The minutes of the meeting held on 12 April 2019 will be put to the Wellington Regional Amenities Fund Joint Committee for confirmation.

1.4 Items not on the Agenda

The Chairperson will give notice of items not on the agenda as follows.

Matters Requiring Urgent Attention as Determined by Resolution of the Wellington Regional Amenities Fund Joint Committee.

The Chairperson shall state to the meeting:

1. The reason why the item is not on the agenda; and
2. The reason why discussion of the item cannot be delayed until a subsequent meeting.

The item may be allowed onto the agenda by resolution of the Wellington Regional Amenities Fund Joint Committee.

Minor Matters relating to the General Business of the Wellington Regional Amenities Fund Joint Committee.

The Chairperson shall state to the meeting that the item will be discussed, but no resolution, decision, or recommendation may be made in respect of the item except to refer it to a subsequent meeting of the Wellington Regional Amenities Fund Joint Committee for further discussion.

1.5 Public Participation

A maximum of 60 minutes is set aside for public participation at the commencement of any meeting of the Council or committee that is open to the public. Under Standing Order 3.23.3 a written, oral or electronic application to address the meeting setting forth the subject, is required to be lodged with the Chief Executive by 12.00 noon of the working day prior to the meeting concerned, and subsequently approved by the Chairperson.

Requests for public participation can be sent by email to public.participation@wcc.govt.nz, by post to Democracy Services, Wellington City Council, PO Box 2199, Wellington, or by phone at 04 803 8334, giving the requester's name, phone number and the issue to be raised.

2. General Business

WELLINGTON REGIONAL AMENITIES FUND UPDATE ON MEMBERSHIP AND FUNDING ALLOCATIONS 2019-2021

Purpose

1. This report asks the Wellington Regional Amenities Fund Joint Committee to amend its Terms of Reference following the withdrawal of Kāpiti Coast District Council (KCDC) and to confirm allocations for 2019/2020 and 2020/2021.

Summary

2. The Wellington Regional Amenities Fund (WRAF) is focused on arts, cultural and environmental organisations that can deliver activities that support the fund priorities, thereby contributing to the attractiveness, vitality and wellbeing of the Wellington Region.
3. On 21 September 2018 WRAF allocations were confirmed for 2018/2019, 2019/2020 and 2020/2021. Member Councils committed three years of funding, based on existing criteria and in line with the current terms of reference and 'Decade of Culture' approach. These allocations were based on alignment with the priorities, support from local Councils, ability to meet the fund criteria and priorities, and the likely effectiveness of the project.

Recommendation/s

That the Wellington Regional Amenities Fund Joint Committee:

1. Receive the information, noting that Kāpiti Coast District Council have withdrawn as a member of the Wellington Regional Amenities Fund (WRAF) from 1 July 2019.
2. Approve an amendment to the Terms of Reference, removing Kāpiti Coast District Council from paragraph 3.1 of the Terms of Reference.
3. Approve amended funding as listed in Table 1, for 2019-2020 (Column C) and 2020/21 (Column D).

1. Table 1

	A	B	C	D
#	Organisation	Project	2019/20 Recomm endation	2020/21 Recomm endation
1	Creative Capital Arts Trust	Cuba Dupa	\$195,213	\$190,520
2	Hutt City Council	HighLight: Carnival of Lights	\$97,607	\$95,260

3	New Zealand Festival	New Zealand Festival	\$341,623	\$190,520
4	Tawata Productions	Kia Mau Festival, 2021	\$0	\$95,260
5	Wellington City Council Arts and Events	Ahi Kā Festival (Matariki event) 2020 + 2021	\$195,213	\$190,520
6	Wellington Museums Trust T/A Experience Wellington	Capital E National Arts Festival	\$0	\$85,734
7	Wellington Regional Orchestra Foundation Inc	Orchestra Wellington	\$97,607	\$95,260
		Totals	\$927,262	\$943,074

2.

3.

Background

4. The Fund Manager was informed in June 2019 that Kāpiti Coast District Council (KCDC) would withdraw from WRAF from 1 July 2019.
5. The current Terms of Reference of the Joint Committee, clause 17 states as follows:

17.1 Any Member may propose a change to the Terms of Reference by putting the wording of the proposed change to a meeting of the Joint Committee for consideration and comment.

17.2 Once a proposed change to these Terms of Reference has been considered by the Joint Committee, these Terms of Reference are not amended until each Member adopts the revised Terms of Reference giving effect to the proposed change.

17.3 Notwithstanding clause 17.2, the Joint Committee may itself amend the Terms of Reference, where the changes will not materially affect the commitment of any individual Member, or the scope of the Joint Committee's role and responsibilities.

Discussion- Amendment to Terms of Reference

6. With reference to clause 17.3 of the Terms of Reference of the Joint Committee it is proposed that 3.1 of the Terms of Reference be amended to remove the Kāpiti Coast District Council and (earlier) reference to Masterton District Council who left the fund in 2015/2016.
7. The Terms of Reference of the Joint Committee are attached as Appendix 1, with amendments marked on page 2.

3.1 Each of the following local authorities is a Member:

~~Kāpiti Coast District Council~~

~~Masterton District Council*~~

Hutt City Council

Upper Hutt City Council

Wellington City Council

Porirua City Council

* ~~Membership ended 2015/16~~

Discussion- allocations 2019/2020 and 2020/2021

8. KCDC's withdrawal from the Fund reduces income by \$48,000 pa, which represents 4.7% of fund income annually. It is recommended that allocations granted for 2019-2020 and 2020-2021 (shown in Table 2 column C and column E) be reduced pro-rata by 4.7%
9. At 30 June 2019 the WRA Fund ended the financial year with a net surplus of \$22,292. It is proposed that the Joint Committee apply this surplus proportionately to the five organisations granted funding for 2019/20.
10. Table 2 shows allocations made by the Joint Committee on 21 September 2018 in Columns C and E.
11. Column D (for 2019-2020) shows a reduction in funding of 4.7% and the surplus of \$22,292 applied proportionately to the five projects.
12. Column F (for 2020-2021) shows a reduction in funding of 4.7%. The Joint Committee can determine in the new triennium how any surplus (from the 2019/2020 financial year) might be spent.

Table 2

A	B	C	D	E	F
Organisation	Project	Granted	Recommendation (-4.7% with surplus from 2018/19)	Granted	Recommendation (-4.7%)
		2019/20	2019/20	2020/21	2020/21
Creative Capital Arts Trust	Cuba Dupa	\$200,000	\$195,213	\$200,000	\$190,520
Hutt City Council	HighLight: Carnival of Lights	\$100,000	\$97,607	\$100,000	\$95,260
New Zealand Festival	New Zealand Festival 2020 and 2022	\$350,000	\$341,623	\$200,000	\$190,520

Tawata Productions	Kia Mau Festival, June 2021			\$100,000	\$95,260
Wellington City Council	Ahi Kā Festival (Matariki event) 2020 + 2021	\$200,000	\$195,213	\$200,000	\$190,520
Wellington Museums Trust T/A Experience Wellington	Capital E National Arts Festival, March 2021			\$90,000	\$85,734
Wellington Regional Orchestra Foundation Inc	Orchestra Wellington	\$100,000	\$97,607	\$100,000	\$95,260
<u>Totals</u>		<u>\$950,000</u>	<u>\$927,262</u>	<u>\$990,000</u>	<u>\$943,074</u>

Mark Farrar

Fund Manager, Wellington Regional Amenities Fund

Attachments

Attachment 1. Wellington Regional Amenities Fund - Terms of Reference

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Author	Mark Farrar, WRAF Fund Manager
Authoriser	Mark Farrar, WRAF Fund Manager

SUPPORTING INFORMATION

Engagement and Consultation

NA

Treaty of Waitangi considerations

There are no Treaty of Waitangi considerations.

Financial implications

The Annual and Long Term Plans of the respective member Councils make provision for WRAF contributions, in 2018/19 these contributions were;

- Hutt City Council: \$200,000
- Kapiti Coast District Council: \$48,000
- Porirua City Council: \$50,000
- Upper Hutt City Council: \$106,000
- Wellington City Council: \$609,200

Policy and legislative implications

WRAF was created to support organisations in line with fund Terms of Reference, amendments to Terms of Reference removing Kāpiti Coast District Council are proposed in this paper.

Risks / legal

The fund operates as per agreed Terms of Reference, with funding allocated committed by the Joint Committee subject to member Councils providing funds.

Climate Change impact and considerations

There are no relevant considerations.

Communications Plan

Communication support for the fund is provided through the Fund Manager in liaison with member Councils and funded organisations.

Health and Safety Impact considered

Projects seeking support through WRAF are delivered by organisations and groups who are legal entities and responsible for health and safety of the project, events, etc.

**TERMS OF REFERENCE FOR THE
WELLINGTON REGIONAL AMENITIES FUND JOINT
COMMITTEE**

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1. Definitions

1.1 For the purpose of these Terms of Reference:

“Act” means the Local Government Act 2002.

“Member” means a local authority that is a participant in the Wellington Regional Amenities Fund, as listed in clause 3.1.

“Representative(s)” means the Mayor or Chairperson or councillor or councillors of a Member, or alternate(s) that have been resolved by the Member authority to be a member of the Joint Committee.

“Wellington Regional Amenities Fund” and “WRA Fund” means the fund established and contributed to by the Members in accordance with their respective Long Term Plan decisions.

“Wellington Regional Amenities Fund Joint Committee” means the Joint Committee appointed by the Members to oversee the development of the Wellington Regional Amenities Fund.

2. Name

2.1 The Committee shall be known as the Wellington Regional Amenities

Fund (WRA Fund) Joint Committee (Joint Committee).

3. Members

3.1 Each of the following local authorities is a Member:

~~Kapiti Coast District Council~~

~~Masterton District Council*~~

Hutt City Council

Upper Hutt City Council

Wellington City Council

Porirua City Council

~~* Membership ended 2015/16~~

4. Status

4.1 The Joint Committee is a joint standing committee under clause 30(1)(b) of Schedule 7 of the Act.

4.2 In accordance with clause 30(7) of Schedule 7 of the Act, the Joint Committee is not deemed discharged following each triennial election.

5. Membership of Joint Committee

5.1 The Joint Committee will comprise [6] persons in total.

5.2 Each Member will appoint one Representative, being one elected person, and will also appoint an alternate who may attend and vote at meetings in the absence of the appointed representative. Both the Representative and the alternate must be an elected person from that Member.

5.3 Under clause 30(9) Schedule 7 of the Act, the powers to discharge any representative on the Joint Committee and appoint his or her replacement shall be exercisable only by the Member that appointed the representative being discharged.

5.4 Each Representative is appointed for a term that expires on the date of the next local government triennial election.

5.5 It is the responsibility of each Member of the Joint Committee to ensure that they have a representative available to participate in the Joint Committee, as soon as practicable after their representative is no longer able to represent that Member for whatever reason, with the same delegated functions, duties and powers as their predecessor.

5.6 Each Member is responsible for remunerating its Representatives and for the cost of the Representatives' participation in the Joint Committee.

6. Purpose of Terms of Reference

6.1 The purpose of these Terms of Reference is to:

- (a) Define the role and responsibilities of the Joint Committee
- (b) Provide for the administrative arrangements of the Joint Committee.

7. Role and responsibilities of Joint Committee

7.1 The role of the Joint Committee is to govern and administer the WRAF Fund, in accordance with the objectives of the WRAF Fund.

7.2 In performing its role, the responsibilities of the Joint Committee include:

- (a) approval of criteria and priorities for the WRA Fund
- (b) to consider recommendations from the Fund Manager and Officer's Group on applications made to the WRA Fund
- (c) to approve applications for funding.

8. Objectives of the WRA Fund

8.1 Goal

The WRA Fund has been established to support eligible entities of regional significance with day to day operational expenses and new innovative projects that will achieve identified priorities for the region. The WRA Fund is focused on arts, cultural and environmental attractions and events to support and add to the attractiveness and vitality of the Wellington region.

8.2 Scope

The Fund will assist to ensure that regionally significant entities can be developed or sustained in the Wellington region to contribute to the region's quality of life; attractiveness to residents and visitors; and economy.

The Fund is intended to allow funded entities to:

- Focus more on their core business
- Reduce the amount of time spent on securing funding across the region
- Improve their ability to perform on a wider regional basis
- Improve accessibility to their services
- Ensure staffing requirements are met adequately for a fixed term.

8.3 Criteria and Priorities

Applications to the WRA Fund will be assessed against criteria and priorities for the region.

9. Delegated authority

- 9.1 The Members delegate to the Joint Committee, the powers and functions to enable it to perform its role and carry out its responsibilities in relation to the WRA Fund, except those matters reserved under Clause 32 Schedule 7 of the Act, and the appointment of new members to the Joint Committee.

10. Meetings

- 10.1 The New Zealand Standard for model standing orders (NZS 9202: 2001), or any New Zealand Standard substituted for that standard, will be used to conduct Joint Committee meetings as if the Joint Committee were a local authority and the principal administrative officer of the Wellington City Council or his or her nominated representative were its principal administrative officer.
- 10.2 The Joint Committee shall hold meetings at such frequency, times and place(s) as agreed by the Joint Committee for the performance of the functions, duties and powers delegated under this Terms of Reference.
- 10.3 In accordance with Clause 30(9)(b) Schedule 7 of the Act, the quorum shall be half of the members if the number of members (including vacancies) is an even number, or a majority of members if the number of members (including vacancies) is an odd number.

11. Voting

- 11.1 In accordance with clause 32(4) Schedule 7 of the Act, at meetings of the Joint Committee each Member's Representative has full authority to vote and make decisions within the delegations of this Terms of Reference on behalf of that Member without further recourse to that Member.
- 11.2 Each Representative has one equal vote. Decisions will be made by simple majority.

12. Election of Chairperson and Deputy Chairperson

- 12.1 On the constitution or reconstitution of the WRAF Joint Committee the representatives shall elect a Chairperson and may elect a Deputy Chairperson.
- 12.2 The term of office of an appointed Chairperson or Deputy Chairperson ends on the date of the next local government triennial election.

13. Administration arrangements

- 13.1 The administering authority for the Joint Committee is Wellington City Council.
- 13.2 The administrative costs of servicing the Joint Committee will be met within the allocated funding of the WRA Fund.
- 13.3 The WRA Fund Manager (Fund Manager), who will be located at Wellington City Council, will service the Joint Committee and will have the following functions:
- Management and administrative support for the Joint Committee
 - Prepare draft criteria and priorities for the WRA Fund for approval by the Joint Committee
 - Initial assessment of applications
 - Report to the Joint Committee with recommendations
 - Develop and maintain key relationships within the arts, culture and environmental sectors
 - Relationship management with successful applicants
 - Distribution of funds
 - Coordinate the collection, holding and distribution of funds
 - Monitor, evaluate and report on the WRA Fund
 - Research and promotion of the WRA Fund
 - Approve all papers to the Joint Committee and ensure decisions are signed off at critical times.
- 13.4 A cross-council WRA Fund Officers Group (Officers Group) will be established with a representative from each of the Members. The Officers Group will act as their council's point of contact for the WRA Fund, and the Joint Committee. In conjunction with the Fund Manager the Officers Group will:
- Prepare draft the criteria and priorities of the WRA Fund
 - Assess applications and make recommendations to the Joint Committee.

14. Funding

- 14.1 Each Member will provide funding to the WRA Fund to the level agreed in their 2012-22 Long Term Plan.
- 14.2 The financial administration of the WRA Fund will be carried out by Wellington City Council on behalf of the Members.
- 14.3 Each Member will be invoiced by Wellington City Council at the establishment of the Fund, and the beginning of each new financial year thereafter, until such time as the WRA Fund is wound up.
- 14.4 Contributions will be specifically tied to the WRA Fund and cannot be used for any other purpose. The funds will be held in an interest bearing money market deposit account.

15. Reporting

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- 15.1 All reports to the Joint Committee shall be presented via the Chairperson.
- 15.2 Following each meeting of the Joint Committee, the Fund Manager shall prepare a summary report of the business of the meeting and submit that report, for information to each Member authority following each meeting. Such report will be in addition to any formal minutes prepared by the Administering authority.

16. Good faith

- 16.1 In the event of any circumstances arising that were unforeseen by the Members or the Representatives at the time of adopting these Terms of Reference, the Members and the Representatives hereby record their intention that they will negotiate in good faith to add to or vary this Terms of Reference so to resolve the impact of those circumstances in the best interests of:
- (1) The Members collectively
 - (2) The Wellington regional community represented by the Members collectively.

17. Variations

- 17.1 Any Member may propose a change to the Terms of Reference by putting the wording of the proposed change to a meeting of the Joint Committee for consideration and comment.
- 17.2 Once a proposed change to these Terms of Reference has been considered by the Joint Committee, these Terms of Reference are not amended until each Member adopts the revised Terms of Reference giving effect to the proposed change.
- 17.3 Notwithstanding clause 17.2, the Joint Committee may itself amend the Terms of Reference, where the changes will not materially affect the commitment of any individual Member, or the scope of the Joint Committee's role and responsibilities.

18. Review

- 18.1 In March each year, the Fund Manager and the Officers Group will report to the Joint Committee on the operation of the WRA Fund during the financial year to date, and whether the WRA Fund is sustainable for the next financial year. If it is considered that the WRA Fund is not sustainable, the Joint Committee will report back to the Members with a recommended course of action.