

FUNDING AGREEMENT

PARTIES:

- 1. THE PALMERSTON NORTH CITY COUNCIL (PNCC)**
- 2. THE PALMERSTON NORTH PUBLIC SCULPTURE TRUST (PNPST)**

BACKGROUND

This Funding Contract Agreement formalises the relationship and contractual requirements between the Palmerston North City Council and the Palmerston North Public Sculpture Trust.

1.0 FUNDING

1.1 PNCC

PNCC agrees to provide funding to PNPST to match funds raised by the PNPST towards the costs of each sculpture up to a maximum of \$50,000 per annum for a period of ten years. This funding is subject to review within the LTCCP process.

1.2 PNPST

PNPST agrees to provide a maximum of \$50,000 match funding towards the costs of each sculpture.

2.0 PALMERSTON NORTH CITY COUNCIL EXPECTATIONS OF THE PNPST

The parties hereby agree that:

PNPST

- 2.1** PNPST will use the grant only for the purpose outlined in Section 1 above.
- 2.2** Provide up to \$50,000 per annum.
- 2.3** The PNPST will use a professional process to select sculptors and to commission or purchase Works.
- 2.4** The PNPST will select suitable sites and gain approval from the PNCC.
- 2.5** The PNPST will provide lighting for the works and consult with the PNCC to determine the appropriate lighting plan.

- 2.6 Will comply with regulatory requirements such as resource consents or/and traffic management consents.
- 2.7 The PNPST will transfer ownership of the Works to the PNCC on completion of installation by means of a sale and purchase agreement that will include an obligation for the PNCC to maintain the Work in an appropriate manner.
- 2.8 Will take the lead in introducing pieces to the community
- 2.9 Promote new pieces of art as they are installed
- 2.10 Will be the spokesperson to media as and when necessary

3.0 PALMERSTON NORTH PUBLIC SCULPTURE TRUST EXPECTATIONS OF THE PALMERSTON NORTH CITY COUNCIL

PNCC

- 3.1 Confirm suitability of site, including identification of in-ground infrastructure.
- 3.2 Assist with regulator compliance as in 2.6 above provided this does not require additional PNCC funding.
- 3.3 Identify other issues, eg lighting.
- 3.4 Work with the artist and PNPST for best placement.
- 3.5 Work with installer to ensure all necessary systems (eg health & safety) are adhered to.
- 3.6 Will take full responsibility for the Work on notification that the installation is complete and a sale and purchase agreement has been signed.
- 3.7 Will maintain the sculpture
- 3.8 Will insure the sculptures

4.0 ACCOUNTABILITIES

The Palmerston North City Council expects **PNPST** to be accountable for its activities. The Council's accountabilities cover three main areas. These accountabilities are:

4.1 Reporting

- a A brief report on the completion of each work to be submitted to the Council which will cover the expectations outlined in Section 2.
- b A budget analysis of the costs to the programme, highlighting Palmerston North City Council's contribution.
- c Means by which the programme has positively acknowledged the Palmerston North City Council's support.

- 4.2 PNCC will promptly perform the obligations set out in section 3.

- 4.3** PNCC & PNPST will positively support the public sculpture programme and acknowledge the contributions and support of both parties.

5.0 OPERATIONAL PROCEDURES

PNPST will operate in an open and publicly transparent manner and will manage all administrative matters associated with its operations.

6.0 HEALTH AND SAFETY IN EMPLOYMENT

- 6.1** **PNPST** acknowledges to the Palmerston North City Council that it is familiar with the provisions of the Health and Safety in Employment Act 1992 its amendments, regulations and codes of practice; and
- 6.2** Failure to comply with the provisions of this subclause shall entitle PNCC to immediately terminate the contract.

7.0 PERIOD OF AGREEMENT

This agreement will cover the period from the date of signing to when the final sculpture is transferred.

8.0 PERFORMANCE ASSESSMENT

The Palmerston North City Council will assess the annual progress of the **PNPST** programmes against the expectations outlined in Sections 2, 3 and 4 above. Representatives of both parties to this agreement will discuss any issues relating to the achievement or non-achievement of the expectations. Such discussions will take place as soon as practical if any issues to be addressed have been identified.

9.0 TERMINATION

- 9.1** The Palmerston North City Council may terminate this agreement, with two months written notice, where it considers there are serious performance problems against the expectations outlined in this agreement.

9.2 In the event of termination, any funding, which has been released to match funds raised by the PNPST and has not been spent or committed to as part of the agreed purpose, will be returned by **PNPST** to the Palmerston North City Council.

10. PALMERSTON NORTH CITY COUNCIL WILL NOT BE LIABLE FOR LOSS OR DAMAGE

Notwithstanding section 3.8, Palmerston North City Council shall not be liable for any loss or damage whatsoever incurred or sustained by or any employee, agent, contractor, customer or volunteer.

11. ALTERATIONS AND VARIATIONS

No alteration to, deletion from or amendment to any of the provisions of this Contract shall be binding on the parties unless it is agreed to by the parties and recorded in writing.

12. PAYMENT

Palmerston North City Council will pay **PNPST** a sum not exceeding \$50,000 per annum upon receiving an appropriately worded invoice billed to PNCC.

Dated this _____ day of _____ 2008

Signed

Signed

Signed by authorised signatories of)
PALMERSTON NORTH PUBLIC)
SCULPTURE TRUST INCORPORATED)
And by affixing the common seal of the trust)
In the presence of:)

.....

Witness name:.....
Occupation:.....
Address:.....

Signed by authorised signatories of)
PALMERSTON NORTH CITY COUNCIL)
in the presence of:-)

.....