



NAPIER
CITY COUNCIL
Te Kaunihera o Ahuriri

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NAPIER PEOPLE AND PLACES COMMITTEE

Open Agenda

Meeting Date: Thursday 24 September 2020

Time: 10am

Venue: Large Exhibition Hall
Napier War Memorial Centre
Marine Parade
Napier

Livestreamed via Zoom on Council's Facebook page

Committee Members Mayor Wise, Councillor Boag (In the Chair), Deputy Mayor Brosnan, Councillors Browne, Chrystal, Crown, Mawson, McGrath, Price, Simpson, Tapine, Taylor and Wright

Officer Responsible Director Community Services

Administration Governance Team

Next Napier People and Places Committee Meeting
Thursday 5 November 2020

ORDER OF BUSINESS

Apologies

Nil

Conflicts of interest

Public forum

Nil

Announcements by the Mayor

Announcements by the Chairperson including notification of minor matters not on the agenda

Note: re minor matters only - refer LGOIMA s46A(7A) and Standing Orders s9.13

A meeting may discuss an item that is not on the agenda only if it is a minor matter relating to the general business of the meeting and the Chairperson explains at the beginning of the public part of the meeting that the item will be discussed. However, the meeting may not make a resolution, decision or recommendation about the item, except to refer it to a subsequent meeting for further discussion.

Announcements by the management

Confirmation of minutes

That the Minutes of the Napier People and Places Committee meeting held on Thursday, 2 July 2020 be taken as a true and accurate record of the meeting.....37

Agenda items

1 Aquarium STAPP Covid Recovery Funding.....3

Minor matters not on the agenda – discussion (if any)

Public excluded35

AGENDA ITEMS

1. AQUARIUM STAPP COVID RECOVERY FUNDING

<i>Type of Report:</i>	Contractual
<i>Legal Reference:</i>	N/A
<i>Document ID:</i>	963081
<i>Reporting Officer/s & Unit:</i>	Rachel Haydon, General Manager, National Aquarium of New Zealand

1.1 Purpose of Report

This report is to seek Council agreement to the terms of a funding agreement between Napier City Council (NCC) and the Ministry of Business, Innovation and Employment (MBIE) for a grant offered from Strategic Tourism Asset Protection Programme (STAPP) funding.

Officer's Recommendation

The Napier People and Places Committee:

- a. Approve to agree to the terms of the Strategic Tourism Assets Protection Programme (STAPP) funding agreement with MBIE.
- b. Approve to accept the funding in line with the agreement
\$300k 20/21
\$200k 21/22
- c. Delegate authority to the Director Corporate Services the negotiation of the loan agreement should Council wish to take this up
- d. Delegate authority to the Director Community Services to sign the funding agreement and if required make any minor changes as required by MBIE (Ministry of Business, Innovation and Employment)

1.2 Background Summary

The Strategic Tourism Assets Protection Programme (STAPP) was setup to support regionally significant tourism assets and their operations. Decisions on funding allocations were made by the Tourism Recovery Ministers Group, supported by MBIE advice. The approval of the STAPP funding recognises the National Aquarium of New Zealand as a critical and strategic tourism asset, not only regionally, but nationally.

The National Aquarium of New Zealand made an application to the STAPP fund as a strategic tourism asset for Hawke's Bay that suffered a reduction in admissions, and subsequently revenue, during the lockdown period of 23rd March to 14th of May 2020, and following Level 2 restrictions.

The application applied a minimum request for funding to support lost revenue of \$400,000 over the COVID-19 lockdown period at Alert Levels 3 and 4. It was outlined this funding would be used to support team payroll and other animal-related costs. The application also included a maximum amount of funding sought of \$1,094,000 that also included projected (speculative) loss.

The application was successful for the lower end of the funding requested. An initial support package of \$800,000 in both grants and loans was offered across a two-year agreement period. This is made up of a grant of up to \$500,000, with a balance of \$300,000 in funding to be accessed through a loan, should it be required. The loan will be on favourable interest rate terms and will be repayable over five years. The conditions are yet to be confirmed by MBIE.

1.3 Issues

The funding over two years will support the purposes of:

- Wages for visitor-facing staff only
- Maintenance
- Utilities
- Staff training
- Insurance
- Cleaning
- Marketing

Council will be required to submit six-monthly reports on agreed funding indicators. The final completion report will be due in August 2022. In terms of payment over the two-year funding period, the following key clauses of the proposed payment terms are offered – the full conditions are outlined in the Schedule 1 (Attachment A). A cover letter for the agreement is Attachment B.

9. Payment terms of the proposed funding agreement (clause 2.1, Schedule 2)

9.1. Subject to clause 9 of this Schedule, payments will be made in accordance with the following table:

Payment	Payment Amount (excl GST)	Due Date for the Deliverable	Deliverable
1	\$200,000	N/A	This Agreement, duly signed by both Parties
2	\$100,000	20 February 2021	Six Month Report for the period on and from the Commencement Date to 20 February 2021 (inclusive)
3	\$100,000	20 August 2021	Six Month Report for the period on and from 21 February 2021 to 20 August 2021 (inclusive)
4	\$100,000	20 February 2022	Six Month Report for the period on and from 21 August 2021 to 20 February 2021 (inclusive)
TOTAL		\$500,000	

In terms of the reporting requirements proposed by MBIE, their expectations outline two six-month reports and a final completion report:

For the purposes of reporting, a total of four (minimum) Living Standards Framework Funding Indicators must be chosen from those offered by MBIE (see Appendix 3 of the funding agreement in Attachment A). It is proposed that these are:

Living Standards Framework Capital	Tourism area of impact the Funding Indicator is seeking to address	Funding Indicator	Examples of reporting and evidence types (please note that the reporting and evidence provided by you should be appropriate to your circumstances)
Physical/ financial capital	<i>Sustainability of supply chains</i>	The sustainability of the business's supply chain is improved. This includes efforts to ensure supply chain is more economically, environmentally and socially sustainable.	<ul style="list-style-type: none"> • Purchasing/procurement policies or plans are put in place. • Evidence of implementation or intention to implement policies and/or plans. This may include: <ul style="list-style-type: none"> ○ assessment of existing supply chain ○ correspondence with suppliers communicating sustainability expectations ○ changes in suppliers resulting from supply chain improvements
Human capital	<i>Employee skill levels</i>	Supporting employees to develop skills and qualifications.	<ul style="list-style-type: none"> • Development plans in place for all employees that include supporting employees to progress toward obtaining an NZQA recognised qualification (unit standard or full qualification) in tourism, heritage, arts, culture or another relevant field. • Evidence such as a statement about employees with development plans. (Employees can be identified as Employee 1, Employee 2 etc.)
Natural capital	<i>Biodiversity endangerment/ disruption</i>	The business contributes positively to the natural assets it operates on and minimises or rehabilitates any disturbance or disruption caused by business activity.	<ul style="list-style-type: none"> • Business can demonstrate compliance with DOC concessions or licences. • Business understands its impact on biodiversity at the sites it operates at. • Business invests (financial or other resources) into local projects to support biodiversity protection and rehabilitation.
Social capital	<i>Visitor satisfaction</i>	Satisfaction levels of visitors to the business are improving.	<p>Note that this indicator could be selected in instances where the business may have experienced previously high levels of visitor satisfaction; however, preferences and perceptions may be changing. (For example, domestic visitors may experience the offering differently than international visitors).</p> <ul style="list-style-type: none"> • Evidence could include: <ul style="list-style-type: none"> ○ ratings on review websites ○ customer feedback form ratings

- Evidence of having responded to visitor feedback and conducting any changes required.

1.4 Significance and Engagement

N/A – does not trigger Council's Significance and Engagement Policy.

1.5 Implications

Financial

- a. Accept the funding of \$500,000 over two years
- b. Decline funding.

Social & Policy

N/A

Risk

N/A

1.6 Options

The options available to Council are as follows:

- a. Agree to the terms of funding agreement and accept the grant of \$500,000.
- b. Decline the funding.

1.7 Development of Preferred Option

The preferred option is to agree to the terms of funding and accept the grant of \$500,000.

1.8 Attachments

- A STAPP-JUN20-196 National Aquarium of New Zealand Funding Ageement [↓](#)
- B STAPP - Cover letter for Funding Agreement [↓](#)

FUNDING AGREEMENT
For
Strategic Tourism Assets Protection Programme
STAPP-JUN20-196 NATIONAL AQUARIUM OF NEW ZEALAND

DATED the day of 2020

BETWEEN The Sovereign in Right of New Zealand acting by and through the Chief Executive of the **Ministry of Business, Innovation & Employment** (or by his or her authorised delegate) ("**Ministry**")

AND **NAPIER CITY COUNCIL**, a territorial authority under schedule 2, part 2 of the Local Government Act 2002 ("**Recipient**")

BACKGROUND

The Ministry wishes to support the Tourism Asset by providing funding from the appropriation set out in the Details on the terms set out in this Agreement. The Funding under this Agreement constitutes grant funding by the Ministry.

AGREEMENT

The Ministry will pay the Funding to the Recipient, and the Recipient accepts the Funding, on the terms and conditions set out in Schedule 1 (Details), Schedule 2 (Funding Agreement Standard Terms and Conditions), Appendix 1 (Tourism Asset Support), Appendix 2 (Six Month Report Template) and Appendix 3 (Funding Indicator) (together the **"Agreement"**).

Words and expressions defined in Schedule 2 have, except to the extent the context requires otherwise, the same meaning in Schedule 1 and all Appendices.

EXECUTION

Signed by the Sovereign in Right of New Zealand
acting by and through the Chief Executive of the
Ministry of Business Innovation and
Employment or by his or her authorised
delegate:

)
)
)

Signature
Martin Cavanagh
Manager, Investment Management &
Performance
Date:

Signed for and on behalf of Napier City Council:

) _____
Signature

) _____
Print Full Name

Print Title

Date: _____

SCHEDULE 1 – DETAILS**1. Context**

Cabinet approved a \$400 million Tourism Recovery Package (“**Package**”), which is to include a Tourism Transitions Programme, a Strategic Tourism Assets Protection Programme (“**STAPP**”), and the formation of a Tourism Futures Taskforce. The Package also includes a \$10 million allocation for New Zealand Maori Tourism.

The purpose of the Package is to cushion the impact of COVID-19 on the tourism sector, and to position the sector for recovery.

The STAPP is intended to assist:

- with the protection of strategic assets in the tourism landscape that form the core of our essential tourism offerings;
- these strategic assets through the disruption caused by COVID-19; and
- with ensuring that these strategic assets are supported and maintained until international tourists can return to New Zealand.

The Ministry opened up applications for the STAPP on 4 June 2020. The application process closed on 18 June 2020 and the Ministry has reviewed each application and has confirmed the eligible and non-eligible applicants. The eligible applicants and the proposed amount of grant funding was approved by the Tourism Recovery Ministers Group (as defined in clause 3 of this Schedule) on 24 July 2020.

2. Purpose

The Recipient will use the Funding to support the Tourism Asset in accordance with the Tourism Asset Support and on the terms and conditions set out in this Agreement. The Recipient agrees that it will operate the Tourism Asset in a manner that generally aligns with the Funding Objectives.

3. Appropriation and Approval Process

Cabinet agreed that a ‘Tourism Recovery Ministers Group’ would oversee the tourism recovery and invited the Ministers of Tourism, Finance, Māori Development, and Conservation, and the Parliamentary Under-Secretary to the Minister for Regional Economic Development to join this group [DEV-20-MIN-0080] (“**Tourism Recovery Ministers Group**”). The designated appropriation for the Package is the appropriation entitled “Strategic Tourism Assets Protection Programme” and the relevant Ministry briefings (which include the decisions of the Tourism Recovery Ministers Group) are the Ministry briefings with tracking numbers 3344 19-20, 3906 19-20 and 3895 19-20.

4. Funding (clause 2.1, Schedule 2)

The maximum amount of Funding available through this Agreement for the Tourism Asset is \$500,000 (plus GST (if any)).

5. Tourism Asset (clause 2.1, Schedule 2)

The Recipient owns the National Aquarium of New Zealand, which houses aquatic and terrestrial species with an education and conservation focus. The Tourism Asset includes the facilities and exhibits housing animals.

6. **Tourism Asset Support** (*clause 2.2, Schedule 2*)

The Recipient will use the Funding for the purpose(s) set out in Appendix 1 in order to support and maintain the Tourism Asset.

7. **Living Standards Framework Objectives**

- 7.1. The Tourism Asset is to be operated in a manner that aligns with the Government's key social, economic, cultural and environmental policies outlined in Treasury's Living Standards Framework and the New Zealand-Aotearoa Government Tourism Strategy (**"Funding Objectives"**).
- 7.2. In furtherance of the Funding Objectives, the Recipient must select from Appendix 3 at least four specific Funding Objectives (at least one per Living Standards Framework capital) in respect of the Tourism Asset (each a **"Funding Indicator"**) to progress and report on in each Six Month Report.
- 7.3. The Recipient undertakes that it will apply the Funding, and operate the Tourism Asset, in a way that aligns with the Funding Objectives. The Recipient also undertakes to progress, and report on the progression of, each Funding Indicator in each Six Month Report.

8. **Specific Recipient Obligations**

8.1. The Recipient acknowledges and confirms:

- (a) in consideration of the Ministry agreeing to provide the Funding under this Agreement the Recipient undertakes to use commercially reasonable endeavours to maintain and support the Tourism Asset; and
- (b) that it shares and supports the Funding Objectives and the Funding Indicators and appreciates the importance of the role that the Recipient and the Tourism Asset has to play in achieving these objectives and indicators.

8.2. As set out in each Six Month Report, the Recipient confirms that the Tourism Asset does not (and will not) be provided with funding from other Government COVID-19 support packages, for the Purpose specified in clause 2 of this Schedule, unless otherwise agreed in writing by the Ministry. The Recipient acknowledges and agrees that it would be inappropriate and inequitable for it to be financially supported more than once for the same service (or otherwise receive duplicate support). In this context the Ministry acknowledges that the Recipient may be receiving or may apply to receive the COVID-19 wage subsidy (including as extended) from the Government (**"Wage Subsidy"**) and the Recipient may only use the Funding (if so provided for in the Tourism Asset Support) to top up the Wage Subsidy.

8.3. The Recipient will provide the Ministry with all information reasonably requested in order to verify its performance under the Agreement.

9. **Payment terms** (*clause 2.1, Schedule 2*)

9.1. Subject to clause 9 of this Schedule, payments will be made in accordance with the following table:

Payment	Payment Amount (excl GST)	Due Date for the Deliverable	Deliverable
1	\$200,000	N/A	This Agreement, duly signed by both Parties
2	\$100,000	20 February 2021	Six Month Report for the period on and from the Commencement Date to 20 February 2021 (inclusive)
3	\$100,000	20 August 2021	Six Month Report for the period on and from 21 February 2021 to 20 August 2021 (inclusive)
4	\$100,000	20 February 2022	Six Month Report for the period on and from 21 August 2021 to 20 February 2022 (inclusive)
TOTAL	\$500,000		

9.2. Funding payments in accordance with the table in clause 9.1 of this Schedule will be made as soon as reasonably practicable once the Ministry is satisfied that the Recipient is operating as anticipated at the time of the Funding approval and the requirements of clause 9.3 and 9.4 have been met to the Ministry's satisfaction.

9.3. Before the Ministry is required to make any Funding payments in accordance with the table in clause 9.1 of this Schedule, the Recipient must:

- (a) provide to the Ministry a valid GST invoice for the relevant Funding payment; and
- (b) in respect of the first Funding payment, provide a dated copy of this Agreement, duly signed by both Parties; and
- (c) in respect of the second and third Funding payments, provide to the Ministry a Six Month Report, in accordance with clause 13 of this Schedule and Appendix 2, on the due date specified in clause 13.1 of this Schedule.

9.4. Before the Ministry is required to make any Funding payments in accordance with the table in clause 9.1 of this Schedule, the Ministry must be satisfied based on the information provided in the relevant Six Month Report that the Recipient remains eligible for ongoing support.

9.5. If:

- (a) a Six Month Report is not satisfactory to the Ministry; or
- (b) there is a material change in circumstances affecting the Recipient and/or the Tourism Asset (including if New Zealand's borders become open to international tourists); or
- (c) if any of the other circumstances arise under clause 3.3 of Schedule 2,

then the Ministry may suspend payment, and may exercise its termination rights under clause 3.3, Schedule 2.

9.6. Invoices from third parties or receipts showing expenditure incurred by the Recipient in performance of the Tourism Asset Support for the relevant period should be kept by the Recipient for audit purposes. If requested by the Ministry, the Recipient must provide third party invoices or receipts.

9.7. To avoid doubt, in respect of any Tourism Asset Support, the Ministry is not required to pay any funding to the Recipient that exceeds the maximum Funding amount stated under clause 4 of this Schedule.

9.8. Without limiting Schedule 2, the Ministry may withhold payment of any Funding payment where it believes, on reasonable grounds, that the Recipient has failed to comply with its obligations under this Agreement until the Recipient has (if applicable) promptly remedied such failure as may be required in writing by the Ministry.

10. Standards

In addition to the Tourism Asset Support in clause 5 of this Schedule, and with reference to the Funding Objectives and Funding Indicators in clause 7 of this Schedule, the Recipient must also use the Funding to support the Tourism Asset in a manner consistent with good industry standards and in a good and efficient manner.

11. Commencement Date *(clause 3.1, Schedule 2)*

The date the Agreement is signed by both Parties.

12. Completion Date *(clause 2.1, Schedule 2)*

31 August 2022.

13. Reporting Requirements *(clause 4.1, Schedule 2)*

13.1. Six Month Report: A Six Month Report must be provided by the Recipient to the Ministry on the relevant date specified in the table in clause 9.1 (or in any event no later than three Business Days after the relevant date specified in the table in clause 9.1) and this report will include at least:

(a) a statement from the Recipient, confirming that, as at the date of the relevant Six Month Report, each of the following representations remain true and accurate (each a **"Repeating Representation"**):

- (i) The Recipient has used, and will continue to use, the Funding in a manner consistent with the Tourism Asset Support;
- (ii) The Recipient remains eligible (by reference to the eligibility criteria in its original application) for the next Funding payment, on the basis of the information provided in the relevant Six Month Report;
- (iii) The Recipient has progressed, and will continue to progress, each Funding Indicator;
- (iv) The Recipient has not received, and will not apply for, any funding from other Government COVID-19 support packages, unless otherwise agreed in writing by the Ministry;
- (v) The Recipient is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the relevant Funding payment; and

(b) number of full-time employees being employed;

- (c) a description and analysis of actual progress of the Tourism Asset Support against planned progress;
- (d) an update on the progression of each Funding Indicator;
- (e) in relation to the Funding, an expenditure update (including actual expenditure to date and budgeted expenditure for the next Funding payment); and
- (f) any other information as may reasonably be requested by the Ministry.

13.2. **Final Completion Report:** Unless otherwise agreed by the Ministry in writing, the Final Completion Report must be provided by the Recipient to the Ministry no later than one month after the Completion Date and must be co-signed by the Chief Executive (or equivalent) of the Recipient and contain:

- (a) evidence that the support to the Tourism Asset was carried out in a manner consistent with good industry standards and in a good and efficient manner, and consistent with this Agreement;
- (b) an analysis of how the Funding has enabled the Recipient to achieve the expected outcomes of the Tourism Asset Support, including analysis on how the Tourism Asset Support achieved, or furthered the progression of, each Funding Indicator;
- (c) the number of jobs (whether full-time or part-time) in the Recipient that were created or maintained due to or resulting from the Funding;
- (d) details of the equipment and intellectual property maintained by the Recipient due to or resulting from the Funding;
- (e) details relating to health and safety, including:
 - (i) a summary of whether the Recipient adhered to its health and safety management system during the whole support to the Tourism Asset duration, and if not why not;
 - (ii) what health and safety incidents were reported in relation to the Tourism Asset (if any); and
 - (iii) any health and safety learnings;
- (f) description of the overall success/failure of the Tourism Asset as a result of the Tourism Asset Support; and
- (g) any other information requested by the Ministry.

14. **Address for Notices** (*clause 12.5, Schedule 2*)

Ministry:	Recipient:
Ministry of Business, Innovation & Employment 15 Stout Street Wellington All enquiries and invoices to: Email: strategictourismassets@mbie.govt.nz	National Aquarium of New Zealand C/o Napier City Council 546 Marine Parade Napier Contact: Rachael Haydon, General Manager Email: Rachel.haydon@nationalaquarium.co.nz

SCHEDULE 2

FUNDING AGREEMENT STANDARD TERMS AND CONDITIONS

1. Interpretation

- 1.1. In this Agreement, the following terms have the following meanings:
 - “**Agreement**” means this agreement, including Schedule 1 and this Schedule 2;
 - “**Business Day**” means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003;
 - “**Commencement Date**” has the meaning given in the Details or, if no commencement date is set out, the date of this Agreement;
 - “**Committed**” means Funding that has been spent with a third party or that the Recipient has contractually agreed to spend with a third party for the purpose of supporting the Tourism Asset in accordance with the terms of this Agreement and the Recipient, after using reasonable endeavours, is unable to secure a refund or release from its obligations to the third party in relation to that Funding;
 - “**Completion Date**” has the meaning given in the Details;
 - “**Confidential Information**” means any information that is disclosed by the Ministry in connection with this Agreement and that the Ministry makes known is confidential or that would reasonably be expected to be confidential;
 - “**Details**” means Schedule 1;
 - “**Final Completion Report**” has the meaning given in the Details;
 - “**Funding**” means the funding amount set out in the Details payable by the Ministry to the Recipient in accordance with the terms of this Agreement;
 - “**Funding Indicator**” has the meaning given in the Details and selected from Appendix 3;
 - “**GST**” means goods and services tax within the meaning of the Goods and Services Tax Act 1985;
 - “**Intellectual Property Rights**” includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity;
 - “**Parties**” means the Ministry and the Recipient;
 - “**Repeating Representation**” has the meaning given in the Details;
 - “**Six Month Report**” has the meaning given in the Details and a form of which is provided as Appendix 2;
 - “**Tiaki Promise**” means the commitment to care for New Zealand by Tourism New Zealand, Air New Zealand, the Department of Conservation, Tourism Industry Aotearoa, Local Government New Zealand, New Zealand Māori Tourism and Tourism Holdings Limited <https://tiakinewzealand.com/>;
 - “**Tourism Asset**” has the meaning given in the Details;
 - “**Tourism Asset Support**” has the meaning given in the Details; and
 - “**Uncommitted Funding**” means any Funding that is not Committed.
- 1.2. References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.
- 1.3. The headings in this Agreement are for convenience only and have no legal effect.
- 1.4. The singular includes the plural and vice versa.

- 1.5. "Including" and similar words do not imply any limitation.
- 1.6. References to a statute include references to that statute as amended or replaced from time to time.
- 1.7. Monetary references are references to New Zealand currency, except where expressly stated otherwise.
- 1.8. If there is any conflict of meaning between the Details and Schedule 2, Schedule 2 will prevail, except where the Details expressly state otherwise.

2. Funding

- 2.1. The Ministry must pay the Funding in the manner set out in the Details. The Funding is the total amount payable by the Ministry for the Tourism Asset. The Funding is available on and from the Commencement Date up to and including the Completion Date.
- 2.2. The Recipient must use the Funding for the Tourism Asset Support in accordance with this Agreement.
- 2.3. In consideration of the Funding, the Recipient undertakes that it will:
 - (a) complete and deliver to the Ministry a Six Month Report in accordance with the Details;
 - (b) support and maintain the Tourism Asset to the Ministry's satisfaction;
 - (c) support the Tourism Asset in accordance with:
 - (i) the Tourism Asset Support;
 - (ii) the best currently accepted principles and practice applicable to the field(s) of expertise relating to the Tourism Asset; and
 - (iii) all applicable laws, regulations, rules and professional codes of conduct or practice; and
 - (d) refund any Uncommitted Funding to the Ministry within 10 Business Days of the Completion Date.
- 2.4. Where the total of the Funding under this Agreement and any other money received by the Recipient to support the Tourism Asset exceeds the total cost of the Tourism Asset Support, the Recipient must upon request refund to the Ministry the excess amount.

3. Term and Termination

- 3.1. Subject to clauses 3.2 and 3.3, this Agreement will commence on the Commencement Date and will expire when the Final Completion Report is completed and provided to the satisfaction of the Ministry.
- 3.2. The Ministry may terminate this Agreement at any time by giving at least 20 Business Days' notice to the Recipient.
- 3.3. The Ministry may terminate this Agreement immediately by giving notice to the Recipient, if:
 - (a) the Recipient is in material breach of any of its obligations under this Agreement and that breach is not capable of being remedied;
 - (b) the Recipient fails to remedy any breach of its obligations under this Agreement within 5 Business Days of receipt of notice of the breach from the Ministry;
 - (c) the Recipient does or omits to do something, or any matter concerning the Recipient comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
 - (d) the Recipient has given or gives any information to the Ministry which is misleading or inaccurate in any material respect;
 - (e) the Recipient becomes insolvent, bankrupt or subject to any form of insolvency action or administration;

- (f) there is a material change in circumstances affecting the Recipient and/or the Tourism Asset (including if New Zealand's borders become open to international tourists);
 - (g) the Ministry determines the Recipient is no longer eligible for support on the basis of the information provided by the Recipient under a Six Month Report; or
 - (h) the Ministry has what it considers are material concerns about the Recipient's health and safety practices and, if the concerns are capable of being rectified, the Ministry has suspended the Agreement and given the Recipient the opportunity to rectify the concerns in accordance with clause 13.2.
- 3.4. Termination of this Agreement is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.
- 3.5. On termination of this Agreement:
- (a) the Ministry may require the Recipient to provide evidence of how the Funding has been spent;
 - (b) any Funding that has not yet been paid to the Recipient by the Ministry will not be paid;
 - (c) the Ministry may require the Recipient to refund to the Ministry:
 - (i) any Uncommitted Funding; and/or
 - (ii) where this Agreement is terminated under clause 3.3, the proportion of the Funding that equates to the uncompleted part of the Tourism Asset, as reasonably determined by the Ministry; and
 - (d) if the Funding has been misused or misappropriated by the Recipient, the Ministry may also require the Recipient to refund all Funding paid up to the date of termination, together with interest at the rate of 10% per annum from the date the Recipient was paid the money to the date the Recipient returns the money.
- 3.6. The provisions of this Agreement relating to termination (clause 3), audit and record-keeping (clause 4.2(b), (c) and (d)), representations and warranties (clause 5), intellectual property (clause 6), confidentiality (clause 7), and liability (clause 8) will continue after the expiry or termination of this Agreement.

4. Reporting Requirements and Audit

- 4.1. The Recipient must report on the status and progress of the Tourism Asset, Tourism Asset Support and each Funding Indicator to the Ministry:
- (a) as set out in the Details;
 - (b) as otherwise reasonably required by the Ministry; and
 - (c) in any format and on any medium reasonably required by the Ministry.
- 4.2. The Recipient must:
- (a) maintain true and accurate records in connection with the use of the Funding and the support of the Tourism Asset and retain such records for at least 7 years after termination or expiry of this Agreement;
 - (b) permit the Ministry, at the Ministry's expense, to inspect or audit (using an auditor nominated by the Ministry), from time to time until 7 years after termination or expiry of this Agreement, all records relevant to this Agreement;
 - (c) allow the Ministry reasonable access to the Recipient's premises or other premises where the Tourism Asset is being carried out; and
 - (d) appoint a reputable firm of chartered accountants as auditors to audit its financial statements in relation to the use of the Funding;

5. Representations and Warranties

- 5.1. Each Party represents and warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.
- 5.2. The Recipient represents and warrants that:
- (a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency, bankruptcy or administration in relation to the Recipient;
 - (b) except as otherwise notified to the Ministry on or before the date of this Agreement, it is, and will at all times be, the sole legal and beneficial owner of the Tourism Asset and all of its other assets that are used in connection with the Tourism Asset;
 - (c) all information provided by it to the Ministry in connection with this Agreement (including any funding application or similar documents) was, at the time it was provided, true, complete and accurate in all material respects;
 - (d) it:
 - (i) is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the Funding; and
 - (ii) has disclosed to the Ministry all matters known to it (relating to the Tourism Asset, itself or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of the Ministry; and
 - (e) all consents required (including, without limitation, statutory consents, permissions and licences) to maintain and support the Tourism Asset have been obtained. The Recipient will notify the Ministry immediately if any consent expires, is withdrawn, or otherwise lapses.
- 5.3. The Recipient acknowledges that, in addition to the Repeating Representations, the representations and warranties in clauses 5.1 and 5.2 will also be deemed to be repeated on the date of each Six Month Report so long as this Agreement remains in effect by reference to the facts and circumstances then existing.

6. Intellectual Property

- 6.1. All Intellectual Property Rights in the reports provided under clause 4.1 will be owned by the Ministry from the date the reports are created or developed.
- 6.2. All Intellectual Property Rights in any documentation produced by the Recipient or its employees or contractors and provided to the Ministry in relation to the Tourism Asset is, on creation, jointly owned by the Ministry and the Recipient. Each Party may use (which includes modifying, developing, assigning, or licensing) such intellectual property without obtaining the prior consent of the other Party. On request, the Recipient must provide to the Ministry such documentation in any format, and on any medium, reasonably requested by the Ministry.
- 6.3. Except as set out in clauses 6.1 and 6.2, the Ministry will not obtain any Intellectual Property Rights in relation to any intellectual property that is developed by the Recipient in the course of supporting the Tourism Asset.
- 6.4. The Recipient must ensure that material created or developed in connection with the Tourism Asset does not infringe the Intellectual Property Rights of any person.

7. Confidentiality

- 7.1. The Recipient must:
- (a) keep the Confidential Information confidential at all times;

- (b) not disclose any Confidential Information to any person other than its employees or contractors to whom disclosure is necessary for purposes of the Tourism Asset or this Agreement;
 - (c) effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons; and
 - (d) ensure that any employees or contractors to whom it discloses the Confidential information are aware of, and comply with, the provisions of this clause 7.
- 7.2. The obligations of confidentiality in clause 7.1 do not apply to any disclosure of Confidential Information:
- (a) to the extent that such disclosure is necessary for the purposes of supporting the Tourism Asset;
 - (b) required by law; or
 - (c) where the information has become public other than through a breach of the obligation of confidentiality in this clause 7 by the Recipient, or its employees or contractors, or was disclosed to a Party on a non-confidential basis by a third party.
- 7.3. The Recipient must obtain the Ministry's prior written agreement over the form and content of any public statement made by the Recipient relating to this Agreement, the Funding, or the Tourism Asset.
- 7.4. The Recipient acknowledges and agrees that:
- (a) the contents of this Agreement; and
 - (b) information provided to the Ministry,
- may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason, in terms of the Official Information Act 1982, to withhold it.

8. Liability

- 8.1. The Ministry is not liable for any loss of profit, loss of revenue or other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement.
- 8.2. The maximum liability of the Ministry under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if the Tourism Asset had been carried out in accordance with this Agreement.
- 8.3. The Recipient (including its employees, agents, and contractors, if any) is not an employee, agent or partner of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to meet any of the Recipient's obligations under the Health and Safety at Work Act 2015 or to pay to the Recipient:
- (a) holiday pay, sick pay or any other payment under the Holidays Act 2003; or
 - (b) redundancy or any other form of severance pay; or
 - (c) taxes or levies, including any levies under the Accident Compensation Act 2001.
- 8.4. The Recipient indemnifies the Ministry against:
- (a) any taxes, levies, penalties, damages or compensation which the Ministry may be liable to deduct, withhold or pay by reason of the Recipient, or any person used by the Recipient to support the Tourism Asset, being held to be an employee of the Ministry or of the Chief Executive of the Ministry; and
 - (b) any claim, liability, loss or expense (including legal fees on a solicitor own client basis) brought or threatened against, or incurred by the Ministry, arising from or in connection with a breach of this Agreement by the Recipient or the Tourism Asset, or from the negligence or misconduct of the Recipient, its employees or contractors.

- 8.5. Where the Recipient is an independent trustee of the trust named in the Details without any interest in any of the assets of the trust other than as trustee, the Ministry acknowledges, except where the Recipient acts fraudulently, the Recipient is liable under this Agreement only to the extent of the value of the assets of the trust available to meet the Recipient's liability, plus any amount by which the value of those assets has been diminished by any breach of trust caused by the Recipient's wilful default or dishonesty.

9. Dispute Resolution

- 9.1. The Parties will attempt to resolve any dispute or difference that may arise under or in connection with this Agreement amicably and in good faith, referring the dispute to the Parties' senior managers for resolution if necessary.
- 9.2. If the Parties' senior managers are unable to resolve the dispute within 10 Business Days of it being referred to them, the Parties will refer the dispute to mediation or another form of alternative dispute resolution agreed between the Parties.
- 9.3. If a dispute is referred to mediation, the mediation will be conducted by a single mediator appointed by the Parties (or if they cannot agree, appointed by the Chair of the Resolution Institute (or their nominee) and on the terms of the Resolution Institute standard mediation agreement (unless the Parties agree otherwise). The Parties will pay their own costs relating to any mediation or other form of alternative dispute resolution (unless they agree otherwise).
- 9.4. The Parties must continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending final resolution of the dispute.
- 9.5. Nothing in this clause 9 precludes either Party from taking immediate steps to seek urgent relief before a New Zealand Court.

10. GST

- 10.1. If the Recipient is liable for GST on any supply made under this Agreement, the Ministry will pay the amount of that GST to the Recipient in addition to and at the same time as the Funding payment, but only where the Recipient provides the Ministry with a valid tax invoice for that amount, complying with the requirements of the Goods and Services Tax Act 1985.

11. Force Majeure

- 11.1. Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including acts of God, communication line failures, power failures, riots, strikes, lock-outs, labour disputes, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement ("**Force Majeure Event**"). The Party affected must:
- (a) notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
 - (b) use its best endeavours to overcome the Force Majeure Event; and
 - (c) continue to perform its obligations as far as practicable.
- 11.2. If by reason of a Force Majeure Event a Party has been unable to perform any material obligation under this Agreement for a period of one month, the other Party may give the first Party one month's notice terminating this Agreement.

12. General

- 12.1. A waiver by either Party of any rights arising from any breach of any term of this Agreement will not be a continuing waiver of any other rights arising from any other breaches of the same or other terms or

conditions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or remedy in this Agreement will operate as a waiver. No single or partial exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy.

12.2. Assignment:

- (a) The rights and obligations of the Recipient under this Agreement are personal to the Recipient and may only be assigned, transferred, novated, delegated or subcontracted, or otherwise disposed of or dealt with, with the prior approval in writing of the Ministry (which may be given, declined, or given subject to conditions, in the Ministry's sole discretion). The Recipient remains liable for performance of its obligations under this Agreement despite any approved assignment, transferral, novation subcontracting, delegation or other disposal.
- (b) If the Recipient is a company, any transfer of shares, or other arrangement affecting the Recipient or its holding company which results in a change in the effective control of the Recipient is deemed to be an assignment subject to clause 12.2(a).

12.3. This Agreement may only be varied by agreement in writing signed by the Parties.

12.4. If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.

12.5. Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or post to the Parties' respective addresses as set out in the Details. A notice is deemed to be received:

- (a) if personally delivered when delivered;
- (b) if posted, three Business Days after posting; or
- (c) if sent by email, at the time indicated on the email that it was sent in its entirety to the email address of the recipient, provided that any notice received after 5pm or on a day which is not a Business Day shall be deemed not to have been received until the next Business Day.

12.6. This Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

12.7. This Agreement may be signed in any number of counterparts and provided that each Party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.

12.8. This Agreement will be governed by and construed in accordance with New Zealand law.

13. Health and Safety

13.1. The Recipient must promptly notify the Ministry of any notifiable events under the Health and Safety at Work Act 2015 that occur in the performance of the Agreement or that have the potential to impact the performance of the Agreement.

13.2. The Ministry may suspend this Agreement immediately by giving written notice to the Recipient if the Ministry has what it considers are material concerns about the Recipient's health and safety practices. Upon notice of the suspension, the Recipient will have an opportunity to rectify the health and safety issue(s) specified in the notice to the satisfaction of the Ministry. If the health and safety issue(s) raised in the suspension notice are not rectified to the satisfaction of the Ministry within 20 Business Days, the Ministry may terminate the Agreement immediately under clause 3.3.

APPENDIX 1 - TOURISM ASSET SUPPORT

The specified purposes for which the Recipient is to use the Funding to support the Tourism Asset are:

- Wages for visitor facing staff only (Specialist animal staff wages, animal food and health care will be covered by Wildlife Institutions Relief Fund)
- Maintenance
- Utilities
- Staff Training
- Insurance
- Cleaning
- Marketing

APPENDIX 2 - SIX MONTH REPORT TEMPLATE			
Recipient	Napier City Council	Date	
Tourism Asset	National Aquarium of New Zealand		
<p>We confirm that, as at the date of this Six Month Report, each Repeating Representation (as that term is defined in clause 13.1 of the Agreement) is true and correct.</p> <p>Yes <input type="checkbox"/></p>			
Number of full-time employees being employed:			
<p>Description/analysis of actual progress of the Tourism Asset Support against planned progress, including a general update on the progression of each Funding Indicator as selected in Appendix 3.</p>			
<p>In relation to the Funding expenditure update (including actual expenditure to date and budgeted expenditure for the next Funding payment against performance for the same period in 2019/20.)</p>			
Additional information requested by the Ministry:			
Attach Evidence: Photos, Certificates of Compliance			
Six Month Report	Y / N		

APPENDIX 3 – LIVING STANDARDS FRAMEWORK FUNDING INDICATOR

Please select at least one Funding Indicator per Living Standards Framework Capital by checking the box. You should select at least four Funding Indicators in total. (To find out more about the Living Standards Framework go to <https://treasury.govt.nz/information-and-services/nz-economy/higher-living-standards/our-living-standards-framework>).

Living Standards Framework Capital	Tourism area of impact the Funding Indicator is seeking to address	Funding Indicator	Examples of reporting and evidence types (please note that the reporting and evidence provided by you should be appropriate to your circumstances)
Physical/financial capital	<i>Sustainability of supply chains</i>	The sustainability of the business's supply chain is improved. This includes efforts to ensure supply chain is more economically, environmentally and socially sustainable.	<ul style="list-style-type: none"> Purchasing/procurement policies or plans are put in place. Evidence of implementation or intention to implement policies and/or plans. This may include: <ul style="list-style-type: none"> assessment of existing supply chain correspondence with suppliers communicating sustainability expectations changes in suppliers resulting from supply chain improvements
	<i>Sustainability of infrastructure (relevant to any funding that is going toward infrastructure maintenance)</i>	Any maintenance of infrastructure or facilities uses sustainable construction and design methods and protects or restores the natural and cultural surroundings.	<ul style="list-style-type: none"> Reporting occurs as appropriate in the reporting period when maintenance activity occurs. Evidence shows that consideration has been given to the least impactful methods and materials and that waste from infrastructure maintenance work is minimised.
Funding indicator for physical/financial capital (please select at least one):		(<input checked="" type="checkbox"/> check box to select) <input type="checkbox"/> Sustainability of supply chains <input type="checkbox"/> Sustainability of infrastructure	

Living Standards	Tourism area of impact the Funding	Funding Indicator	Examples of reporting and evidence types (please note that the reporting and evidence provided by you should be
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Framework Capital	Indicator is seeking to address		appropriate to your circumstances)
Human capital	<i>Employee pay rates</i>	Payment of at least the living wage by the end of the contract period.	<ul style="list-style-type: none"> Information that demonstrates progress for moving any staff who were, at the commencement of the agreement, paid less than a living wage will be or are paid at a living wage. (Employees can be identified as Employee 1, Employee 2 etc.)
	<i>Employee skill levels</i>	Supporting employees to develop skills and qualifications.	<ul style="list-style-type: none"> Development plans in place for all employees that include supporting employees to progress toward obtaining an NZQA recognised qualification (unit standard or full qualification) in tourism, heritage, arts, culture or another relevant field. Evidence such as a statement about employees with development plans. (Employees can be identified as Employee 1, Employee 2 etc.)
	<i>Equitability and/or diversity of workforce</i>	Commitment to improving workforce diversity and/or equity.	<ul style="list-style-type: none"> Evidence that the business understands current staff composition. Evidence of policies or plans with goals to improve workforce diversity and/or equity. Evidence of implementation of, or intention to implement, policies or plans. This may include: <ul style="list-style-type: none"> improving business accessibility improving recruitment processes
	<i>Employment of local workforce</i>	Local residents are employed or encouraged to take up employment at all levels of the organisation (as appropriate).	<ul style="list-style-type: none"> Evidence of support for local residents to be employed in the business. This may include: <ul style="list-style-type: none"> evidence of positions being advertised locally position descriptions value local knowledge supporting local work placements / internships from educational facilities.
	<i>Seasonality of employment</i>	The business is working toward being able to offer more year-round sustainable tourism jobs.	<ul style="list-style-type: none"> Evidence might include a reviewed or updated business plan. Business plan may include adaptation of existing business to extend season or creation of a year-round offering and jobs.
Funding indicator for human capital (please select at least one):		<input checked="" type="checkbox"/> check box to select) <input type="checkbox"/> Employee pay rates <input type="checkbox"/> Employee skill levels	

	<input type="checkbox"/> Equitability and/or diversity of workforce <input type="checkbox"/> Employment of local workforce <input type="checkbox"/> Seasonality of employment
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Living Standards Framework Capital	Tourism area of impact the Funding Indicator is seeking to address	Funding Indicator	Examples of reporting and evidence types (please note that the reporting and evidence provided by you should be appropriate to your circumstances)
Natural capital	<i>Visitors' respect for the environment</i>	The business supports visitors to understand the expectations of them in relation to the natural environment.	<ul style="list-style-type: none"> • Tiaki Promise collateral is promoted in business premises and materials are provided to support visitors to understand expectations of them. • Staff training includes supporting visitor awareness of expectations of them.
	<i>Physical impact of business on environment</i>	Environmental issues resulting from business activities (including environmental emergencies) are identified, evaluated, monitored and mitigated.	<ul style="list-style-type: none"> • Assessment/evaluation of your business's physical impact on the environment (this could be part of an environmental impact assessment). • Plans and policies are in place, impacts are monitored and remediation actions taken.
	<i>Solid waste</i>	A waste mitigation, reduction and management plan is developed and the business is actively measuring and monitoring against it.	<ul style="list-style-type: none"> • Waste mitigation, reduction and management plan is created. • Evidence demonstrates that the business is monitoring and reducing waste according to the plan.
	<i>Greenhouse gas emissions</i>	A carbon and other emission reduction plan is developed and the business is actively measuring and monitoring against it.	<ul style="list-style-type: none"> • GHG emissions measuring, monitoring and reduction plan in place. • Evidence demonstrates that the business is monitoring and reducing emissions according to the plan.
	<i>Water use</i>	A water management and reduction plan is developed and the business is actively measuring and monitoring against it.	<ul style="list-style-type: none"> • Water use measurement, monitoring and reduction plan is in place. • Evidence demonstrates that the business is monitoring and reducing water use according to the plan.

	<i>Biodiversity endangerment/ disruption</i>	The business contributes positively to the natural assets it operates on and minimises or rehabilitates any disturbance or disruption caused by business activity.	<ul style="list-style-type: none"> • Business can demonstrate compliance with DOC concessions or licences. • Business understands its impact on biodiversity at the sites it operates at. • Business invests (financial or other resources) into local projects to support biodiversity protection and rehabilitation.
	<i>Wastewater</i>	Wastewater management plans are in place and the business seeks to minimise, treat and reuse wastewater (including gray water) where possible.	<ul style="list-style-type: none"> • Wastewater measuring, monitoring and mitigation plan is in place. • Evidence demonstrates that the business is monitoring and improving wastewater practices according to the plan.
	<i>Crowding / congestion / noise</i>	Efforts are made by the business to encourage dispersal of visitor flows (daily, weekly, seasonally).	<ul style="list-style-type: none"> • The business considers the visitor experience of crowding and congestion and adapts its offering to encourage dispersal. • Adaptations may include: <ul style="list-style-type: none"> ○ initiatives to distribute visitor numbers and smooth peaks ○ initiatives to adjust visiting times
Funding indicator for natural capital (please select at least one):		(<input checked="" type="checkbox"/> check box to select) <ul style="list-style-type: none"> <input type="checkbox"/> Visitors' respect for the environment <input type="checkbox"/> Physical impact of business on environment <input type="checkbox"/> Solid waste <input type="checkbox"/> Greenhouse gas emissions <input type="checkbox"/> Water use <input type="checkbox"/> Biodiversity endangerment/disruption <input type="checkbox"/> Wastewater <input type="checkbox"/> Crowding / congestion / noise 	

Living Standards Framework	Tourism area of impact the Funding Indicator is seeking	Funding Indicator	Examples of reporting and evidence types (please note that the reporting and evidence provided by you should be appropriate to your circumstances)
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Capital	to address		
Social capital	<i>Māori cultural appropriateness of tourism business and its offerings</i>	Local iwi and hapū provide advice into the way that the business impacts Māori and the appropriateness of any Māori cultural components of the tourism offering.	<ul style="list-style-type: none"> Engaging with local iwi and hapū (either your business alone or as part of destination management activity) to understand the cultural impact of your business (eg the incorporation of Māori culture into business practices) Evidence of having sought and incorporated iwi and hapū advice about your business's cultural competency or of obtaining appropriate training.
	<i>Visitors' impact on local community</i>	Efforts are made to ensure that local community members are not unduly displaced or impacted by visitors to the business.	<ul style="list-style-type: none"> This may be evidence of changes such as: <ul style="list-style-type: none"> spreading peak volumes opening or closing times (eg outside of peak commuting times) alleviating foot or vehicle traffic <p>or other initiatives to ensure displacement does not occur or is minimised.</p>
	<i>Tourism sector collaboration to improve quality of destination</i>	The business actively participates in local destination management planning activity to collaboratively manage the impacts of tourism on the destination.	<ul style="list-style-type: none"> Evidence of having participated actively in destination management planning.
	<i>Social licence</i>	Community is actively involved in or engaged with on tourism business developments/activities	<ul style="list-style-type: none"> Community engagement plan in place (preferably part of a collaborative effort with other tourism businesses in the area). Evidence of having engaged constructively with local community per the plan.
	<i>Visitor satisfaction</i>	Satisfaction levels of visitors to the business are improving.	<p><i>Note that this indicator could be selected in instances where the business may have experienced previously high levels of visitor satisfaction, however preferences and perceptions may be changing. (For example, domestic visitors may experience the offering differently than international visitors).</i></p> <ul style="list-style-type: none"> Evidence could include: <ul style="list-style-type: none"> ratings on review websites customer feedback form ratings Evidence of having responded to visitor feedback and conducting any changes required.

Funding indicator for social capital (please select at least one)"	<input checked="" type="checkbox"/> check box to select) <input type="checkbox"/> Māori cultural appropriateness of tourism business and its offerings <input type="checkbox"/> Visitors' impact on local community <input type="checkbox"/> Tourism sector collaboration to improve quality of destination <input type="checkbox"/> Social licence <input type="checkbox"/> Visitor satisfaction
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Kia ora,

STRATEGIC TOURISM ASSETS PROTECTION PROGRAMME (STAPP)

I refer to our letter of 28 July 2020 advising your application for assistance from the STAPP has been successful. Please find attached a draft funding agreement for the funding approved by grant only. You will be contacted again shortly if your approved funding package includes a provision for a loan.

The funding agreement will commence on signing by both parties and the grant funding will be paid in (may vary if over two years) instalments upon satisfaction of each deliverable.

It was noted through the application process, that many businesses have taken advantage of a number of COVID-19 related financial support schemes including the Wage Subsidy Scheme and the Wage Subsidy Extension, suspension of Department of Conservation concessions and fees, and some industry specific programmes.

Can you please advise whether you have been approved Government COVID-19 related funding from any source since you submitted your STAPP application. If so, what funding programme, for what purpose, the amount and the period of the funding. This may mean that an adjustment to the amount of STAPP funding is made.

You will note the reporting requirements in clause 13.1 will require you to advise that you remain eligible for STAPP funding, and that you declare any funding you may have been approved from other Government COVID-19 support packages, the purpose, the quantum and over what period. This is to minimise any overlaps with the STAPP funding. Please note - this may result in an adjustment to the amount of the instalment to be paid.

Can you please review the attached draft agreement which is a standard Ministry of Business Innovation and Employment funding agreement for the purposes of grant funding. This includes the Ministry's standard terms and conditions which are not negotiable. If you agree, please sign the Funding Agreement and complete Appendix 3 – Living Standards Framework Funding Objectives by selecting at least one indicator from each Capital. Can you then scan the document and email to strategictourismassets@mbie.govt.nz along with an invoice for the first payment. We will arrange for it to be signed by MBIE and return a copy to you for your records.

Should you have any queries please don't hesitate to make contact.

Yours sincerely

Secretariat
Strategic Tourism Assets Protection Programme



PUBLIC EXCLUDED ITEMS

That the public be excluded from the following parts of the proceedings of this meeting, namely:

AGENDA ITEMS

1. Offsite Kiwi Facility Lease
2. Grants Allocation SubCommittee 2020/21 - Distribution of Funds

The general subject of each matter to be considered while the public was excluded, the reasons for passing this resolution in relation to each matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution were as follows:

General subject of each matter to be considered.	Reason for passing this resolution in relation to each matter.	Ground(s) under section 48(1) to the passing of this resolution.
1. Offsite Kiwi Facility Lease	7(2)(i) Enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the Local Government Official Information and Meetings Act 1987.
2. Grants Allocation SubCommittee 2020/21 - Distribution of Funds	7(2)(c)(i) Protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information would be likely to prejudice the supply of similar information or information from the same	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the

	source and it is in the public interest that such information should continue to be supplied	Local Government Official Information and Meetings Act 1987.
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NAPIER PEOPLE AND PLACES COMMITTEE

Open Minutes

Meeting Date:	Thursday 2 July 2020
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Time:	10am – 10.15am
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Venue	Large Exhibition Hall Napier War Memorial Centre Marine Parade Napier
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Zoom livestreamed to Facebook

Present	Mayor Wise, Councillor Boag (In the Chair), Deputy Mayor Brosnan, Councillors Brosnan, Browne, Chrystal, Mawson, McGrath, Price, Simpson, Tapine, Taylor and Wright
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In Attendance	Interim Chief Executive, Director Community Services, Director Corporate Services, Director City Strategy Manager Community Strategies Senior Māori Advisor Chief Financial Officer Libraries Manager Manager Investments and Funding
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Administration	Governance Team
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The Senior Māori Advisor opened the meeting with a Karakia.

Apologies

Councillors Brosnan/ Tapine

That the apology from Councillor Crown be accepted.

Carried

Conflicts of interest

Nil

Public forum

Nil

Announcements by the Mayor

Nil

Announcements by the Chairperson

Nil

Announcements by the management

Recovery Update

The Libraries Manager provided an update on a number of aspects to the post-COVID-19 recovery programmes underway – information can be found at **Appendix One**.

There have already been applications to the business recovery fund so anyone interested in applying are encouraged to do so quickly. Information in relation to the two funds is on the Council website.

Assistance is available for people applying to the fund with the process and any queries.

Remuneration Authority Determination

Following legislation enacted in May, the Remuneration Authority is now able to reduce elected member salaries. They have chosen to make reductions only for those who earn over \$100k – for Napier this only impacts the Mayor. It is a directive, which is not able to be challenged, and is applicable for a six month period to January 2021.

Any personal donations made by impacted parties were factored into the final determination where these were advised by the elected member in question.

Confirmation of minutes

Councillors Price / Chrystal

That the Minutes of the meeting held on 27 February 2020 were taken as a true and accurate record of the meeting.

Carried

AGENDA ITEMS

1. LIBRARY MEMBERSHIP POLICY

<i>Type of Report:</i>	Operational
<i>Legal Reference:</i>	N/A
<i>Document ID:</i>	934519
<i>Reporting Officer/s & Unit:</i>	Darran Gillies, Libraries Manager

1.1 Purpose of Report

To define what library membership is, who is entitled to the membership and what the conditions of membership are. The policy should reflect the five objectives of the library strategy; Space for All, Enabling Access, Knowledge Advocacy, Community Collaborator and Sustainable futures.

At the Meeting

The Libraries Manager spoke to the report touching briefly on the updates that have been made to the Policy. The intention is to simplify the Policy to make it easier to understand and administer.

During the 'lockdown' a large number of online registrations took place which the library was very pleased to support.

In response to questions from Councillors it was clarified that:

- There is still an arrangement with Hastings District Council to transport books back to Napier when they are returned to a supermarket return bay.
- The cost of using the courier service for the transport process is minimal and it is an easier arrangement than dedicated council vehicles for this purpose would be.
- It was also noted that Napier library books could be returned to any library in New Zealand.

Committee's recommendation

Councillors Mawson / Chrystal

The Napier People and Places Committee:

- Approve the Library Membership Policy

Carried

PUBLIC EXCLUDED ITEMS

Councillor Mawson / Mayor Wise

That the public (excepting three representatives from the applying group) be excluded from the following parts of the proceedings of this meeting, namely:

1. Council Projects Fund Application

Carried

The general subject of each matter to be considered while the public was excluded, the reasons for passing this resolution in relation to each matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution were as follows:

General subject of each matter to be considered.	Reason for passing this resolution in relation to each matter.	Ground(s) under section 48(1) to the passing of this resolution.
1. Council Projects Fund Application	<p>7(2)(h) Enable the local authority to carry out, without prejudice or disadvantage, commercial activities</p> <p>7(2)(i) Enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	<p>48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist:</p> <p>(i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the Local Government Official Information and Meetings Act 1987.</p>

The meeting moved into committee at 10.15am

The meeting was adjourned at 10.15am and reconvened at 10.30am

Approved and adopted as a true and accurate record of the meeting.

Chairperson

Date of approval

Appendix One

Team Napier Pillars of Support

Connect – Make Regulation Easy – Communicate -Celebrate - Activate

The Team Napier website and social media campaign has and continues to go well, especially around sharing interesting stories from the community. These include Archie's Bunker Escape Room and Taradale High School students working with Age Concern during lockdown

Initiatives such as the HB Music Hub Live Session

Very positive collaboration with the three business associations with many local business adopting the Team Napier brand by wearing the t-shirt and displaying the decal.

Napier spend has been very positive over last 6 weeks as we have moved from level Two into level One . Week ending 21 June 2020 +6.3 % up on last year and cumulative spend is current -11% on last year.



Te Puawaitanga – Green Communities Together Fund

- We are looking for fresh, simple ideas that will help Napier's environment flourish.
- Total value \$200,000 - grants could range from \$500 to over \$5,000.
- Open to community groups, neighbourhoods, groups of residents.
- Applications will be assessed as they're received until the fund is spent.

Recovery Projects Fund

- Looking for innovative ideas that will fast track Napier's recovery and renewal.
- Could be focused on generating jobs, strengthening community connection, celebrating community spirit, or something else.
- Open to registered entities including businesses, community organisations, groups, social enterprises etc.
- Total value \$500,000 - grants could range from under \$5,000 to over \$30,000.
- Applications will be assessed as they're received until the fund is spent.

