



NAPIER
CITY COUNCIL
Te Kaunihera o Ahuriri

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NAPIER PEOPLE AND PLACES COMMITTEE

Open Agenda

Meeting Date:	Thursday 5 November 2020
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Time:	10am
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Venue:	Council Chambers Hawke's Bay Regional Council 159 Dalton Street Napier
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Committee Members	Mayor Wise, Councillor Boag (In the Chair), Deputy Mayor Brosnan, Councillors Browne, Chrystal, Crown, Mawson, McGrath, Price, Simpson, Tapine, Taylor and Wright
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Officer Responsible	Director Community Services
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Administration	Governance Team
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**Next Napier People and Places Committee Meeting
2021**

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, 24 September 2020 be taken as a true and accurate record of the meeting.21

Agenda items

- 1 2021 Celebrate Cultural DiverCity.....3
- 2 Wildlife Institutes Relief Fund (WIRF) funding5

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

Public excluded20

AGENDA ITEMS

1. 2021 CELEBRATE CULTURAL DIVERCITY

<i>Type of Report:</i>	Operational
<i>Legal Reference:</i>	N/A
<i>Document ID:</i>	965678
<i>Reporting Officer/s & Unit:</i>	Belinda McLeod, Community Funding Advisor

1.1 Purpose of Report

To seek approval to apply for external funding to support the 2021 Celebrate Cultural DiverCity Event to be held on Saturday 15 May 2021 at the Soundshell, Marine Parade, Napier.

Officer's Recommendation

The Napier People and Places Committee:

- a. Approve the application to apply for external funding from the Ethnic Communities Development Fund, for the 2021 Celebrate Cultural DiverCity Event.

1.2 Background Summary

Celebrate Cultural DiverCity is a free community event to be held at the Soundshell. The event will celebrate and showcase Napier's diverse cultures through food, performances, stalls and family friendly activities. Napier City Council and the Hawke's Bay Settlement Forum work together to manage this annual event. The events held in 2018 and 2019 attracted over 1,000 people each.

1.3 Issues

N/A

1.4 Significance and Engagement

Funding applications do not require consultation as they are an operational procedure.

1.5 Implications

Financial

Council provides \$4,000 for the event from the Community Development Projects Fund, and seeks to secure external funding for the remainder, as shown in **Table A** below.

Table A

Funder	Apply for Funding up to:
Ethnic Communities Development Fund	\$10,000
Total	\$10,000

Social & Policy

N/A

Risk

The main risk is the ongoing Covid-19 Pandemic situation, which could see the need to cancel the event if we are not in Level 1 in May 2021. Adverse weather can also require the event to be postponed as the event is held outdoors at the Soundshell. A wet weather date of Saturday 22 May 2021 has been scheduled.

1.6 Options

N/A

1.7 Development of Preferred Option

N/A

1.8 Attachments

Nil

2. WILDLIFE INSTITUTES RELIEF FUND (WIRF) FUNDING

<i>Type of Report:</i>	Contractual
<i>Legal Reference:</i>	N/A
<i>Document ID:</i>	1254080
<i>Reporting Officer/s & Unit:</i>	Rachel Haydon, General Manager, National Aquarium of New Zealand

2.1 Purpose of Report

This report is to seek Council agreement to the terms of a Deed of Grant between Napier City Council (NCC) and the Department of Conservation (DOC) for a grant offered from Wildlife Institutes Relief Fund (WIRF) funding.

Officer's Recommendation

The Napier People and Places Committee:

- a. Approve and agree to the terms of the Wildlife Institutes Relief Fund (WIRF) Deed of Grant with the Department of Conservation (DOC).

2.2 Background Summary

The COVID-19 response severely reduced wildlife institutions' revenue from visitor admissions, particularly from international visitors and from domestic visitors during lockdown. With the continuing closure of New Zealand's borders, revenue is likely to remain low for the 2020/21 financial year.

Ecosanctuaries, zoos, aquariums, wildlife parks, and wildlife rescue, hospital and rehabilitation facilities provide crucial support for the recovery of our indigenous and threatened species. The protection and welfare of New Zealand's threatened species is at risk if these facilities closed, and where rehoming isn't always a viable option.

The WIRF one-off funding for 2020/21 was made available by DOC to mitigate the risk of closure for vital wildlife protection facilities. DOC called for Expressions of Interest applications from wildlife institutions that contribute to the conservation of New Zealand's indigenous species and have been impacted by the COVID-19 response. The National Aquarium of New Zealand (NANZ) was successful in its application for a grant of \$694,000 in the 2020/21 financial year to support keeper staff costs, animal food costs and animal care costs.

2.3 Issues

The funding over the 2020/21 financial year will support the purposes of:

- Wages for animal keeper staff only
- Animal food costs
- Animal care costs.

Council will be required to submit two reports evidencing expenditure of this funding. The final report will be due in July 2021. In terms of payments in the funding period, the following clauses of the proposed payment terms are offered – the full conditions are outlined in the Schedule 1 (Appendix A)

1. *The Director-General grants to the Council the sum of \$694,000 (plus GST, if applicable).*

The Grant will be paid as follows:

- a. *The first payment of \$347,000 (plus GST, if applicable) on the signing of this Deed; and*
 - b. *The second payment of \$347,000 (plus GST, if applicable) on the receipt by the Director-General of the Council's invoice for the payment of the second WIRF Grant payment, and the Council's progress report that is satisfactory to the Director-General.*
2. *Purpose of funds – these funds are to be used for the care of animals held by the institution, or that the institution provides sanctuary for.*

3. *The use of the funds are, as provided in the institution's application, being:*

WIRF Funding work 2020/2021 Financial year	WIRF funding
<i>Animal food costs</i>	<i>35,000</i>
<i>Animal care costs</i>	<i>10,220</i>
<i>Animal team payroll (a 97% proportion of the 12.6FTEs)</i>	<i>648,780</i>
<i>Total (excluding GST)</i>	<i>\$694,000</i>

2.4 Significance and Engagement

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

2.5 Implications

Financial

- a. Accept the funding of \$694,000 for the 2020/21 financial year
- b. Decline the funding

Social & Policy

N/A

Risk

N/A

2.6 Options

The options available to Council are as follows:

- a. Agree to the terms of Deed of Grant and accept the grant of \$694,000.
- b. Decline the funding.

2.7 Development of Preferred Option

The preferred option is to agree to the terms of funding.

2.8 Attachments

- A Deed of Grant for Department of Conservation Wildlife Institutes Relief Fund (WIRF) funding for the National Aquarium of New Zealand [↓](#)

Deed of Grant of Funds -WIRF029

This Deed is made this day of 2020

BETWEEN the DIRECTOR-GENERAL OF CONSERVATION (“the Director-General”)

AND

NAPIER CITY COUNCIL trading as The National Aquarium of New Zealand (NZBN: 9429041909553) (“the Council”)

Background

- A. The Wildlife Institutions Relief Fund (“WIRF”) has been established to support wildlife institutions affected by a loss of revenue (including forecast revenue) and reduced philanthropic donations due to the COVID-19 response.
- B. Napier City Council operates a public aquarium on Marine Parade, Napier, which trades as The National Aquarium of New Zealand. The National Aquarium of New Zealand is a tourism facility which houses aquatic and terrestrial species with an education and conservation focus.
- C. The Director-General is the head of the Department of Conservation *Te Papa Atawhai* (“DOC”). The Director General manages the WIRF on behalf of the Minister of Conservation and is responsible for the administration of the WIRF.
- D. The Director-General can enter into agreements which help DOC perform its functions and is responsible for all funding decisions.
- E. Within DOC, the WIRF Project Team administers the WIRF on behalf of the Director-General.
- F. The purpose of WIRF is to support Wildlife Institutions during the 2020/2021 Financial year which, due to the COVID-19 response, may risk closure and to ensure the continued care, health and welfare of indigenous and exotic species.
- G. The Council have been allocated \$694,000 (plus GST, if applicable)¹ from the WIRF for the 2020/21 financial year to mitigate the risk of closure and to ensure the continued care, health and welfare of indigenous and exotic species (“WIRF Grant”), subject to the conditions in this Deed.

¹ The term ‘plus GST, if applicable’ means in addition to the approved grant amount, GST is also payable if the Council is GST registered and provide tax invoices.

Contents of Deed

Background	1
Definitions	4
Interpretation	4
The Director-General and the Council Agree as follows:	4
The Council's responsibilities	4
The Council must carry out the WIRF funding work as specified	4
The Council must use the WIRF Grant as specified	4
The Council must do all it reasonably can to complete WIRF Funding work (best endeavours)	4
The Council must buy reasonably priced goods and services	5
The Council must promptly repay any overpayments	5
The Council must use any interest accumulated from the WIRF Grant	5
Use of WIRF Grant during the 2020/2021 Financial year	5
The Council must keep proper accounts and records, and these may be audited	5
Information the Council must provide to the Director-General	6
The Council must keep the Director-General regularly and promptly informed on the WIRF Grant	6
The Council must allow the Director-General access to verify use of the WIRF Grant	6
The Council must acknowledge assistance from the WIRF	7
The Council must not transfer any of the rights or obligations of this Deed to anyone	7
Other details of the Deed	7
The Council must comply with all relevant laws	7
The Director-General may suspend or cancel this Deed and/or require repayment of funds if the Council fails to meet its obligations	7
If this Deed is cancelled, any rights or obligations accumulated up until the cancellation date still apply	8
The Director-General can share information about the Council's WIRF Grant	8
Use and copying of information about the WIRF	8
The Director-General will manage requests for release of information	8
The Director-General is not liable to the Council	8
The Council's relationship with the Director-General is purely one of Grantee	9
Delivery of this Deed	9
The Binding effect of this Deed	9
Only the Director-General may make variations to this Deed	9
Any notification or warning under this Deed must be given in writing	9
This Deed remains valid even if the Director-General fails to enforce its requirements	9
If any part of this Deed is invalid, it does not affect the validity of any other part	10
SCHEDULE 1	12
The WIRF Grant, Conditions and Reporting Requirements	12

Definitions

“Containment facility” means a place approved in accordance with section 39 of the Biosecurity Act 1993 for holding organisms that should not, whether for the time being or ever, become established in New Zealand.

“Deed” means this Deed including its Schedules.

“WIRF Project Team” means the team that administers the DOC Wildlife Institution Relief Fund (“WIRF”) and is identified on page 14 of this Deed.

“Director-General” includes any employee, contractor or agent of the Director-General of Conservation acting on his behalf.

DOC means the Department of Conservation.

WIRF Funding work” means how the WIRF Grant is to be used as set out in Schedule 1 of this Deed.

“Wildlife Institutions” means ecosanctuaries, zoos, aquaria, wildlife parks, wildlife rescue facilities, and wildlife hospital and rehabilitation facilities which provide crucial support and protection for the recovery of New Zealand’s indigenous and threatened species.

Interpretation

Headings are included for ease of reference only and shall not affect interpretation of this Deed.

The Director-General and the Council Agree as follows:

1. The Director-General GRANTS to the Council the sum set out in Schedule 1 (plus GST, if applicable) to be used as specified in Schedule 1.

The Council’s responsibilities

The Council must carry out the WIRF funding work as specified

2. The Council must carry out the WIRF funding work under the conditions described in this Deed.

The Council must use the WIRF Grant as specified

3. The Council must only use the WIRF Grant for the purposes of, and within the scope of, the WIRF funding work as described in this Deed.

The Council must do all it reasonably can to complete WIRF Funding work (best endeavours)

4. The Council must use its best endeavours to carry out and complete the WIRF funding work in the manner, and within the costs, described in this Deed.

The Council must buy reasonably priced goods and services

5. When buying goods or services with the WIRF Grant, the Council must use appropriate processes (including tenders where appropriate) so that the costs the Council incurs are reasonable and transparent.

The Council must promptly repay any overpayments

6. If the Council are overpaid on this WIRF Grant, the Council must promptly repay the overpaid amount.

The Council must use any interest accumulated from the WIRF Grant

7. The Council must use any interest the Council earns on WIRF Grant funds to help achieve the WIRF objectives.

Use of WIRF Grant during the 2020/2021 Financial year

8. The Council must use the WIRF Grant and any interest earned on the WIRF Grant for the WIRF funding work during the period 1 July 2020 to 30 June 2021 (“2020/2021 Financial year”).
9. Any part of the WIRF Grant that the Council does not use in the manner set out in **Schedule 1** during the 2020/2021 Financial year the Council must return to DOC.

The Council must keep proper accounts and records, and these may be audited

10. **Schedule 1** lists what the Council may use the WIRF Grant for and describes the timing of the WIRF Grant payment.
11. The Council must keep proper accounts and records for auditing purposes. The Director-General (at the Director-General’s expense) may carry out auditing to check for financial consistency and progress towards WIRF objectives.
12. The Council must keep records associated with the WIRF funding and make them available for DOC to review, copy or use at any time until 30 June 2023.
13. The Council must provide the Director-General with financial records covering the Grant and evidence of expenditure associated with the WIRF funding (including invoices, receipts, bank/financial statements, payslips). All expenses that Council claims against its WIRF Grant must be in line with the budget items listed in **Schedule 1**. Information provided is to be sent to the Director-General through the WIRF Projects Team.

Information the Council must provide to the Director-General

14. The Council must provide to the Director-General a progress report on 31 January 2021, outlining the use of the WIRF Grant to that date; its expected use of the WIRF Grant to the end of June 2021; and, where the Wildlife Institution is a Containment Facility, a 3 year business plan based on possible reductions in international visitor and donation revenue.
15. To receive the second WIRF Grant payment the Council must ensure that it has provided the following to the Director-General:
 - a) an invoice for payment; and
 - b) the Council's progress report in accordance with the terms and conditions of this Deed.

The Director-General will not make any further payments after the first WIRF Grant payment until the Council has provided the information required by this Deed to the satisfaction of the Director-General.

16. The Council must provide a final report to the Director-General on 31 July 2021 providing detail on whether the WIRF Grant has been fully used, and, if not, that the Council will arrange repayment to the Director-General.

The Council must keep the Director-General regularly and promptly informed on the WIRF Grant

17. The Council must immediately inform the Director-General in writing if:
 - (1) the Council is aware of any issue that may affect the Council's WIRF Grant or requires any substantial revision to this Deed, or that might lead to liability or enforcement action under any law or obligation;
 - (2) circumstances outside of the Council's control make it impractical or impossible for the Council to meet its obligations;
 - (3) any enforcement action (infringement notice, abatement notice, enforcement order, prosecution etc.) is taken against the Council under any law, regulation, code, or standard.

The Council must allow the Director-General access to verify use of the WIRF Grant

18. The Council must allow the Director-General free and timely access to any information related to the WIRF Grant (particularly outcomes) for verification and for whatever purpose the Director-General chooses.
19. The Director-General may request to enter Council's land or other property related to the WIRF Grant for verification and other reasonable purposes. The Council must not unreasonably refuse entry to Council land and the Council must reasonably facilitate the Director-General's access to other property.
20. The Director-General must check with the Council in advance and comply with any reasonable requests relating to the time and manner of entry.

The Council must acknowledge assistance from the WIRF

21. The Council must appropriately acknowledge the assistance of the WIRF in all publications and publicity resulting from the WIRF Grant by making specific reference to it. The Director-General may specify the form and content of that acknowledgement.

The Council must not transfer any of the rights or obligations of this Deed to anyone

22. The Council must not assign or transfer any right, benefit or obligation of this Deed to anyone without the written approval of the Director-General.
23. If the Council does get written approval to an assignment, the assignment does not release the Council from any obligation of this Deed, unless specifically stated in the approval.

Other details of the Deed

The Council must comply with all relevant laws

24. The Council must comply with all relevant laws, including the Wildlife Act 1953, the Conservation Act 1987, the Biosecurity Act, the Animal Welfare Act, and the Hazardous Substances and New Organisms Act.

The Director-General may suspend or cancel this Deed and/or require repayment of funds if the Council fails to meet its obligations

25. The Director-General may suspend or cancel this Deed, and /or require the Council to repay all or part of the WIRF Grant, if:
 - (1) the Council fails to suitably or promptly perform any of its obligations under this Deed; or
 - (2) the Council is or becomes insolvent or bankrupt, or goes into receivership or liquidation; or
 - (3) the Council become directly or indirectly owned or controlled by someone else; or
 - (4) the Director-General reasonably considers that anything about the Council's WIRF Grant:
 - (i) may bring the Director-General into disrepute; or
 - (ii) has become undesirable considering the objective(s) of the Wildlife Institutions Relief Fund or the Director-General.

If this Deed is cancelled, any rights or obligations accumulated up until the cancellation date still apply

26. Suspension or cancellation of the Deed does not affect the rights, claims or obligations of either Party that have accrued up until that date.

The Director-General can share information about the Council's WIRF Grant

27. The Council gives the Director-General permanent permission to share information about the WIRF Grant and WIRF Funding work (including on DOC's website).

Use and copying of information about the WIRF

28. In all publications about the Council's WIRF Grant (e.g. annual reports) the Council must acknowledge the support the WIRF Grant has provided.

The Director-General will manage requests for release of information

29. The Director-General will manage any requests to either Party for the release of information in relation to the WIRF Grant in accordance with the Official Information Act 1982 and the Privacy Act 1993 and the Privacy Act 2020 (when in force).

The Director-General is not liable to the Council

30. The Council must quickly remedy, and protect the Director-General from, any damage, loss or cost that the Council causes or contributes to in relation to the WIRF Grant.
31. The Director-General is not liable (including in negligence) to the Council for any direct or indirect damage, loss or cost in relation to the Funds provided and the resulting Recovery efforts.
32. The Council does not have the Director-General's authority to say or to do anything for the Director-General.

The Council's relationship with the Director-General is purely one of Grantee

33. No partnership, joint venture, principal/agent or employer/employee relationship exists between the Council and the Director-General regarding the WIRF Grant.

34. The Council acknowledges and accepts that the Director-General, in providing the Council with this WIRF Grant, will not give the Council any preferential treatment on any of its future applications for funding or on any application for a permit, authorisation or concession which the Director-General has the authority to grant.

Delivery of this Deed

35. This Deed will be deemed to be delivered by a Party on the earlier of physical delivery and the transmission of a scanned copy of the original executed by that Party to the other Party.

The Binding effect of this Deed

36. The legally binding effect of this Deed extends to both Parties' partners, successors, executors, administrators, assigns and legal representatives.

Only the Director-General may make variations to this Deed

37. This Deed records the full agreement between the Parties. Only the Director-General may make variations to this Deed. The Council must make any request for a variation to the Director-General through the WIRF Project Team. Any approved variation must be in writing, signed by both the Council and the Director-General, and then attached to this Deed.

Any notification or warning under this Deed must be given in writing

38. Any legal notification or warning must be in writing and given by personal delivery, pre-paid post or email addressed to the receiving Party at the contact address provided in **Schedule 1**. This notification will be considered received on the date a personal delivery is made, five working days after the letter is posted, or on the date the email is sent.

This Deed remains valid even if the Director-General fails to enforce its requirements

39. Failure or neglect by the Director-General at any time to enforce any of the requirements of this Deed does not set aside the Director General's rights under it, nor affect the validity of any part of the Deed or affect the Director-General's rights to take further action.

If any part of this Deed is invalid, it does not affect the validity of any other part

40. Any illegality, or invalidity or unenforceability of any requirement in this Deed does not affect the legality, validity or enforceability of any other requirements.

The Parties have read, understood and agreed to every clause of this Deed. The Parties have executed this document as a deed on the date stated at the top of page 1.

Signed by **Martin Kessick**)
Deputy Director-General Biodiversity)
under an Instrument of Delegation dated) _____
19 March 2016 from the Director-General of)
Conservation, in the presence of:)

Witness Signature: _____

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.

Signed by [name]

[Position]

Under delegation from
the Chief Executive of Napier City Council

in the presence of :

Witness Signature: _____

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

SCHEDULE 1

The WIRF Grant, Conditions and Reporting Requirements

1. The Director-General grants to the Council the sum of \$694,000 (plus GST, if applicable).

The Grant will be paid as follows:

- a. The first payment of \$347,000 (plus GST, if applicable) on the signing of this Deed; and
 - b. The second payment of \$347,000 (plus GST, if applicable) on the receipt by the Director-General of the Council's invoice for the payment of the second WIRF Grant payment, and the Council's progress report that is satisfactory to the Director-General.
2. Purpose of funds – these funds are to be used for the care of animals held by the institution, or that the institution provides sanctuary for.

3. The use of the funds are, as provided in the institution's application, being:

WIRF Funding work 2020/2021 Financial year	WIRF funding
Animal food costs	35,000
Animal care costs	10,220
Animal team payroll (a 97% proportion of the 12.6FTEs)	648,780
Total (excluding GST)	\$694,000

4. **Grant and WIRF Funding work:** funds are to be used by 30 June 2021.

5. Reporting requirements are as follows:

Reporting Requirements	Due date
Progress report	31 January 2021
Final report	31 July 2021

6. **Contact Details**

Rachel Haydon
General Manager
National Aquarium of New Zealand
546 Marine Parade
Napier
4110

Phone: (06) 8341404 or 0272509935

Email: rachel.haydon@nationalaquarium.co.nz

Norm Kelly
WIRF Project Team
Department of Conservation
PO Box 10-420
Wellington 6143

Email: wirf@doc.govt.nz

PUBLIC EXCLUDED ITEMS

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

AGENDA ITEMS

1. Creative Communities September 2020 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. Creative Communities September 2020 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 source and it is in the public interest that such information should continue to be supplied	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.

NAPIER PEOPLE AND PLACES COMMITTEE

Open Minutes

Meeting Date:	Thursday 24 September 2020
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Time:	10am-10.10am
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Venue	Large Exhibition Hall Napier War Memorial Centre Marine Parade Napier
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Livestreamed via Zoom on Council's Facebook page

Present	Mayor Wise, Councillor Boag (In the Chair), Deputy Mayor Brosnan, Councillors Browne, Chrystal, Crown, Mawson, McGrath, Price, Simpson, Tapine [from 10.02am], Taylor and Wright
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In Attendance	Interim Chief Executive, Director Corporate Services, Director Community Services, Director City Strategy, Manager Communications and Marketing, Manager Community Strategies, Manager Business & Tourism, Community Funding Advisor, General Curator National Aquarium
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Administration	Governance Team
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Apologies

Nil

Conflicts of interest

Nil

Public forum

Nil

Announcements by the Mayor

The Mayor acknowledged Councillor Browne's birthday.

Announcements by the Chairperson

Nil

Announcements by the management

Nil

Confirmation of minutes

Councillors Mawson / McGrath

That the Minutes of the meeting held on 2 July 2020 were taken as a true and accurate record of the meeting.

Carried

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.

At the Meeting

The Manager Business & Tourism spoke to the report, providing a brief overview and noted that the loan will be on favourable interest rate terms, payable over five years, and the funding support will help maintain aquarium operations.

In response to questions from Councillors, the following points were clarified:

- Council officers are confident that the criteria and obligations in the funding agreement can be met as the application focussed on achievable objectives around developing the asset as well as the team.
- Other tourism facilities successful in receiving similar grants include AJ Hackett Bungy NZ, Te Puia, as well as the Art Deco Trust. In granting this funding, central government have demonstrated that they recognise the National Aquarium of New Zealand as a strategic asset for the country.

Committee's recommendation

Councillors Mawson / Chrystal

The Napier People and Places Committee:

- Approve to agree to the terms of the Strategic Tourism Assets Protection Programme (STAPP) funding agreement with MBIE.
- Approve to accept the funding in line with the agreement
\$300k 20/21
\$200k 21/22
- 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).

Carried

PUBLIC EXCLUDED ITEMS

Councillors Mawson / McGrath

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

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

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. 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	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

	prejudice the supply of similar information or information from the same source and it is in the public interest that such information should continue to be supplied	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.
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The meeting adjourned at 10.10am to allow the open Prosperous Napier Committee meeting to proceed, and reconvened at 11.07am.

The meeting moved into committee at 11.07am.

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

Chairperson

Date of approval