



Community Tenancy Policy (2005)

Minute Number: 1817/05

That the under mentioned recommendation (Minute No. 1770/05) made at a meeting of the Community Development Committee held on 12 October 2005 be adopted. Minute No. 1770/05 - Review of Community Tenancy Policy

1. That the revised Community Tenancy Policy (Appendix "B") be approved.
2. That the dates referred to in Appendices 1 and 1B be changed from 1 July 2005 to 1 October 2005.

NB: CD/SEP/1686/01, which adopted an amendment is titled "Community Facilities Partnership Scheme: Recommendations and Future Timelines". However this minute amends the Community Tenancy Policy, not the CFPS.

That the Council vary the Community Tenancy Policy to allow the Papatoetoe Adolescent Christian Trust to be given a ten year lease of 311 Great South Road, Papatoetoe with a right of renewal for ten years.



COMMUNITY TENANCY POLICY

DETAILS:

- ❖ Allocation Criteria
- ❖ Rental Subsidies
- ❖ Rental Calculation
- ❖ Management

***Community and Economic
Development Group***

November 2005

Council Minute No. CL/OCT/1817/05

1.0 INTRODUCTION

Manukau City has the third largest and one of the most ethnically diverse populations of all New Zealand cities. The city has a high rate of growth and is home for more than 320,000 people who represent over 160 different ethnic groups.

Tomorrow's Manukau – Manukau Apopo, a strategic plan for the City adopted by the Council in 2001 and being reviewed in 2005, emphasises the importance of social development and diversity for the benefit of the community. Community groups are important in providing community services; however access to adequate resources is an issue for many of these groups. Tomorrow's Manukau supports community organisations that address a need in the community, providing local services and activities on a voluntary or "not for profit" basis.

Council has a number of buildings that are occupied by community groups and organisations for the delivery of community services. One of the difficulties with the current scheme is that community groups can feel compelled to take up whatever space is available, whether or not the site is appropriate for the use they plan or the outcomes intended. This can also make things difficult for the Council, which is faced with worthy groups requiring expensive and possibly inappropriate buildings, and zoning modifications to make the available space fit their needs.

The Community Tenancy Policy (the Policy) provides for the utilisation of community premises owned by the Council to meet community needs and aspirations. The policy also aligns the provision of community premises with other policies (such as the frame work for Council/Community collaboration, relationships and partnership) that make resources available to community groups. The Community Tenancy Policy aims to avoid the issues that arise when groups are located in inappropriate premises by setting out clear procedures around the allocation of premises to Community Groups and making provision for the creation of new community premises in areas of high demand where existing buildings are not adequate.

Council presently has 47 premises that are occupied under this policy. Some of these premises are nearing the end of their practical life or are impractical for their present use and decisions on what is to be done with them will be made in the context of this policy.

2.0 PURPOSE

The purpose of this policy is to:

- Clarify the community outcomes which Council is seeking in providing premises for occupation by community groups; and
- Assist in the management and provision of the premises accordingly.

Specifically this policy includes criteria and processes for:

- Selection of premises for use by Community Groups;
- Allocation of vacant community premises;
- Provision of additional and/or alternative community premises;
- Calculation of the level of rental subsidies for the groups occupying community premises;
- Monitoring the overall performance of the community group including the community outcomes and benefits achieved; and
- Management and administration of community premises.

3.0 FRAMEWORK FOR COMMUNITY TENANCY POLICY

3.1 Policy Goals and Outcomes

- Capacity Building Enable the capacity of community organisations to grow and people to participate in community life.
- Provision Manage the provision of community premises for occupation by community groups in a way that is efficient, equitable and appropriate.
- Best Value Ensure that the economic and opportunity costs of community tenancies are optimised for ratepayers.
- Address Need Address the community need for community services and accommodation and provide support for a wide range of community, economic and environmental programmes for the benefit of the City.
- Equity Deliver fairness of access and opportunity by targeting resources to communities according to need.
- Optimised Usage Optimise the use of community premises, including ensuring that each group is allocated only premises that are physically suitable to them with minimal adjustment required to meet the needs of the group. This may also be achieved by allocating premises to more than one group when groups undertake suitably compatible activities.

3.2 Scope

This policy relates to the premises that are:

- Outlined in Appendix 1 to this policy; and
- Owned and maintained (at least in part) by the Council, occupied by a community group and do not fall under the ambit of any other formal Council policy; or
- Leased by the Council specifically for the purposes of this policy.

This policy does not include premises that:

- Are not occupied by community groups under formal occupation agreements – such as facilities or spaces hired by groups for a very short time under the Leisure Pricing Policy; or
- Have been developed in partnership with a community group under the Shared Responsibility Scheme or the Community Facilities Partnership Scheme; or
- Are listed in Appendix 1B to this policy.

The policy is intended to provide flexible (up to a maximum of three years) accommodation options for community groups. The reasons for this are three fold:

- To give both Council and community groups a degree of flexibility when dealing with community needs;
- To allow a close link between the use of community premises and the provision of community outcomes by the groups in occupation; and
- To optimise the use of community premises.

An extension of a tenancy for one further term of three years occupation on similar terms and conditions may be considered. Refer to clause 7.4, item 5.

As many Community Premises are on reserve, and given the on-going need for premises by Community Groups, the Community Tenancy Policy does not provide for the exclusive use of premises by any single group. Council reserves the right to:

- Require groups to share the premises they have been allocated with other groups, should the Council consider that the premises are not being fully utilised in accordance with the terms of occupation.
- Move community groups if available premises are, in Council's opinion and with relevant community board support, equally or more suitable for the group and another group is better suited to the premises already occupied.

3.3 Community Tenancy Portfolio

The premises that presently form part of the Community Tenancy Portfolio are those listed in Appendix 1. The following addition to the portfolio is contemplated by June 2006:

- Old Papatoetoe Fire Station – 145 St George Street, Papatoetoe

The portfolio is based around existing Council owned premises, rather than on the need for community tenancy premises in any particular area. As a result, premises are not evenly spread over the City and demand for premises is unlikely to match their provision. In order to deal with this issue a survey of the need for community tenancy premises under the Community Facilities Strategic Plan 2004 is required.

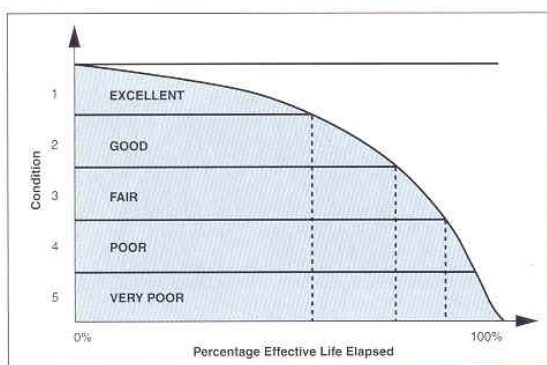
A supplementary sheet for each of the premises will be associated with Appendix 1. The supplementary sheet will contain the following further information:

- Rent for the property for 2005/06;
- Zoning under the District Plan;
- Condition statement, where available (described further below);
- Heritage Protection;
- Suitable uses for the premises;
- Outgoings paid by the tenant (and their approximate level where it is known);
- Outgoings paid by Council (and their approximate level, based on detail from the 2004/05 financial year);
- A list of maintenance planned for the 2005/06 year; and
- Level of Service Statement, where available (described further below).

The condition of each community tenancy premises is being assessed. Each premise will be rated in accordance with the following scale:

Condition Grades (Refer NAMS Manual)

- 1 – Very Good/Excellent - No evidence of deterioration
- 2 – Good - Minor wear and tear with short-term outages
- 3 – Moderate/Fair - Some deterioration and occasional breakdowns
- 4 – Poor - Serious damage and frequent breakdowns
- 5 – Very Poor - Generally out of service and not safe to use



Taking the zoning and condition of the premises into consideration, along with the nature of the neighbourhood and other factors, a list of suitable uses for each premises has been developed.

In accordance with the condition of the premises and their current use, the level of service that can reasonably be expected from each premise is also being considered. Levels of service will progressively be established on the following basis:

End-Users' Expectations (Levels of Service)

The premises will be fit for the purpose intended i.e. to provide spaces for groups from the community to work together and develop community capacity. They will meet all relevant statutory requirements relating to health and safety; people should feel safe and at ease when using them.

Internal Customers' Expectations (Levels of Service)

Non-discretionary - Levels of Service	
Warrant of Fitness *	Council will ensure building WOF is renewed and remains valid

* Including: structure soundness, fire-resistant doors, smoke detectors, sprinklers system, fire alarm system, fire escape route and others as required by the Compliance Schedule.

Discretionary – Levels of Service	Level 1 Basic Current	& Level 2 Medium	Level 3 High
	Condition Grades ****		
Painting	3	2	1
Exterior walls, including doors, windows, flashings, fascia & soffits	3	2	1
Exterior - other features – decking, stairs & veranda	3	2	1
Exterior - gates & fencing	3	2	1
Interior walls, including doors and windows	3	2	1
Ceilings	3	2	1
Floor Finishes	3	2	1
Renew carpets / vinyl	3	2	1
Paint / polyurethane	3	2	1
Renew carpets / vinyl	3	2	1
Paint / polyurethane	3	2	1
Carparks / Entrance	3	2	1
Surface resealing	3	2	1
Carparks marking	3	2	1
Exterior – Others	3	2	1
Roof – weatherproofing	3	2	1
Spouting & downpipes	3	2	1
Awnings/Canopies/Shades	3	2	1
Door & window fittings	3	2	1
Drainage	3	2	1
Plumbing	3	2	1
Signage	3	2	1
Interior – Others	3	2	1
Kitchen	3	2	1
Toilet	3	2	1
Hot water cylinder	3	2	1
Lighting system	3	2	1
Security system	3	2	1
HVAC system	3	2	1
Landlord's fixtures	3	2	1

**** Council will ensure the conditions of the premises/facilities are maintained or brought up to the specified grade whenever they fall below that level.

Council is aware that many of the premises occupied under this policy are not appropriate for their current use. This impacts on both the group in occupation and the Council, for example, in terms of high maintenance and alteration costs. Council will look to:

- withdraw unsuitable buildings (including buildings that are nearing the end of their economic life and those that could provide a greater benefit if used for another purpose) from use by community groups; and
- provide more effective multi-use facilities, where appropriate and where demand suggests they are needed.

3.4 Contribution to Council’s Strategic Outcomes

Transactions within the scope of this policy align to:

- Council’s strategic outcomes (contained in the Long-term Council Community Plan);
- Other community goals (outlined in Appendix 2); and
- Council’s core values as they relate to this policy (outlined in Appendix 2).

The way in which the occupation of community premises by community groups will contribute to the achievement of those outcomes and activities is also outlined in Appendix 2.

The Council supports equity across the city. Equity decisions acknowledge that there are communities disadvantaged in ways that preclude them from accessing resources or opportunities or from contributing in financial or non financial ways.

The Council encourages community groups to engage in partnerships that reduce the need to duplicate services and that support more efficient use of resources. Refer also to the “Framework for Council/Community Collaboration, Relationships and Partnerships” adopted by the former Strategic Management Committee of Council on 16 April 2002, under Minute No.519/02.

4.0 PROVISION OF PREMISES FOR OCCUPATION BY COMMUNITY GROUPS

4.1 Existing Premises

The following factors will be considered in deciding whether existing premises are appropriate for use by community groups:

- Demand for community premises in the vicinity
 - In assessing this, items such as: past applications for premises, the interest groups have expressed in these premises, other facilities available in the vicinity and such like will be considered.
- Whether the zoning of the land on which the premises are located is appropriate for a community group and whether the likely use of the premises is one that is permitted in terms of the District Plan.
 - Some zoning is likely to be more suitable for use than others, for example Public Open Space 2 (passive recreation) is unlikely to be suitable for any community use, while Public Open Space 4 (community) is.
- The use of the adjacent properties and their compatibility with community use.

- Some types of commercial or industrial premises may not be suitable neighbours for community groups.
- Whether there is another practical use for the site that has priority or will provide better outcomes for the community.
 - For example where a property has been purchased to add to a reserve and the removal of a building presently used by a community group is necessary to achieve that outcome. The reserve use may be considered to have priority in that situation.
- The age and condition of the premises
 - If the premises are at or very near to the end of their practical life, as indicated by the asset management plan, they may not be appropriate for use by community groups.
- Changes that will need to be made to the premises to accommodate a community group in compliance with the relevant legislation (for example the Building Act, Resource Management Act and so on)
 - Community groups may be more suited to some facilities than others for example a plant nursery will generally be more easily housed in a former parks depot than will a childcare centre.
- The cost of maintaining the premises to the standard required of a Community Building.
 - In some instances the age, condition and past use of premises may make it prohibitively expensive to maintain premises at the required level.
- Whether the premises are historic.
 - Where premises are historic (and recognised as worthy of protection by the Council or the Historic Places Trust) special consideration needs to be given whether community groups can be accommodated without negatively impacting on the premises.

Each time community premises are vacated or an occupation is due to end the premises will be considered in accordance with the above criteria. If the consideration suggests that the premises are unsuitable for any community group, a report will be made to the Community Development Committee with an appropriate recommendation. The Community Development Committee will then be responsible for deciding whether the facility should be made available for occupation under this policy and if so, the limitations on use.

Once premises have been considered under clause 4.1 of this policy they will either:

- Be made available for use by community groups (or a limited category of community groups); or
- Be removed from the policy and dealt with in accordance with a resolution by the Community Development Committee.

4.2 New Premises

The following factors will be considered when deciding whether new premises are required for use by Community Groups:

- Demand for community premises in the vicinity;
- Possibility of a number of groups sharing a single facility;
- Condition of existing community premises in the vicinity;
- Suitability of existing community premises in the vicinity for the proposed use/s;
- Ability to use existing community premises in the vicinity for other purposes;
- Availability of other, suitable, buildings for acquisition in the vicinity;
- Availability of suitable land for building on;

- Estimated construction/modification costs; and
- Budget constraints – whether other funding is available to assist (for example from the potential user groups, other community organisations).

Where it is clear that community premises need to be acquired (whether through purchase, construction, rental or major modification of an existing building) the Council's adopted processes for building major community facility projects will be followed, with bids submitted for inclusion of programme provision in the Long-term Council Community Plan.

4.3 Premises In Appendix 1B

The premises listed in Appendix 1B to this policy are generally excluded from it only because they are subject to occupation arrangements that are not in accord with the Community Tenancy Policy. They will, however, be administered otherwise on the same basis as Community Tenancy premises. A supplementary sheet for each of the premises will be associated with Appendix 1 B and contain information similar to that for Appendix 1. At the time that existing occupation arrangements end for each of the premises listed in Appendix 1B, they will be considered as "existing premises" under clause 4.1 of this policy.

If the Community Development Committee then resolves to make them available for use by community groups under this policy the premises will automatically be removed from Appendix 1B and transfer to Appendix 1.

5.0 ALLOCATION OF FACILITIES

Allocation Criteria

5.1 General:

To be eligible for occupation of any community premises, the community group must meet all of the following criteria:

- Provide activities, services or programmes in an area or areas that align with and promote Council's strategic outcomes for the community;
- Meet clearly identified needs within the City;
- Demonstrate the quality of benefits from their activities in terms of outcomes achieved;
- Have a clear statement of purpose and objectives for the attainment of the desired Community Outcomes, preferably outlined in a strategic plan or in a similar written form;
- Have complied with any lease or any other arrangement the group may have had with the Council during the three years preceding the application for a community premises under this policy;
- Be able to demonstrate its viability to deliver its services or activities either through voluntary contributions and/or financial commitments (determined through analysis of current accounts and budgets provided); and

- Be an Incorporated Society or Charitable Trust (or operate under an umbrella organisation that is an Incorporated Society or Charitable Trust) with a clear management or operating structure.

5.2 Specific Allocation Criteria for each site:

The following factors will be considered in allocating community premises to a group that is eligible under the general criteria above:

- Suitability of the premises for that particular community group in terms of:
 - location
 - physical characteristics
 - accessibility (building / fire safety / OSH)
 - effects of this group's occupation on the surrounding neighbourhood
 - compatibility of uses/users
 - statutory requirements or resource consents
 - the costs or other factors involved in altering the facility to accommodate the group
 - the extent to which the need to be met by the community group is already being met in the community;
- Other options the community group may have for accommodation;
- Ability of the group to provide for the needs of the local community;
- The history and sustainability of the community group within that community;
- Willingness of the community group to share resources and/or space with other compatible groups;
- Any special commitments made by Council to the particular group, activities or services;
- Ability of the group to pay the tenant's outgoings and carry out necessary tenant maintenance; and
- Ability of the group to pay for accommodation at market rates taking existing funding contracts into consideration.

Community premises will not be granted to groups where religious worship or other exclusive activities are the primary purpose for use of the premises as this is contrary to Council policy and the requirements of the Reserves Act 1977.

6.0 RENTAL SUBSIDIES

The allocation of community premises to a Community Group recognises the delivery of community outcomes and benefits by the group as defined in this Policy.

Community Groups are required to pay a rental for the space occupied. The rental charged to community groups that occupy community tenancy premises is not a market rent, but is based purely on the recovery of the direct costs to Council of providing the premises. To this extent, the rent paid by any group occupying community tenancy premises is already subsidised.

Rent is made up of the following components:

- General rates
- Building insurance
- Depreciation
- Cost of Capital
- Share of overheads incurred in providing Community Tenancies
- Council's maintenance as outlined in the occupancy terms
- Electricity
- Water rates

For items such as depreciation, electricity and water rates each Community Group will be responsible for a proportion (based on the floor area that they occupy) of the total costs of such charges over the whole of the portfolio. Use of power and water will be monitored and an excessive use will be charged to the tenant. The cost of each security call out resulting from incorrect operation of the building alarms will also be charged to the tenant.

The rental may be further subsidised by the Council. The percentage level of rental subsidy will be calculated by assessing the community group's ability to pay, the availability of other options for accommodation and the availability of other funding that could help the group to pay the rent.

All community groups will be expected to contribute at least 20% of the rent for the premises.

7.0 POLICY IMPLEMENTATION

7.1 Council Delivery of the Policy

A Community Tenancy Co-ordinator (CTC) from the Community Advocacy and Funding activity of Council will be assigned to manage the community outcomes expected from the group and will be the contact person for the group within Council.

7.2 Monitoring of Performance

Prior to entering into occupation, all Community Groups occupying community premises are required to enter into a formal agreement to provide community outcomes with the Council. This agreement will outline the desired community outcomes, current and future usage of the premises, as well as provide for reporting on progress toward these.

All Community Groups will be fully examined and monitored by the CTC at least once every year. The purpose of this monitoring period is to ensure the group is achieving the desired community outcomes and benefits. If the group is not achieving the community outcomes outlined in the agreement their occupation of Community Premises may be terminated.

In addition to the formal monitoring, progress reports supplied by the community group and the general performance under the occupancy agreement will be regularly assessed. The CTC will report annually on the operational and financial performance of the group to the Community Board.

7.3 Terms of Occupation

Part of the agreement to provide community outcomes, includes a schedule outlining the terms on which occupation is given. All terms of occupation will be similar to those outlined

in the agreement to provide community outcomes as detailed in Appendix 3, with only the changes necessary to link the document to the particular group and premises.

Clauses 5.1 and 5.2 in Schedule 6 of Appendix 3, together with the maintenance items in the terms of occupation, outline which party is responsible for what maintenance and the level to which the premises must be maintained.

If the premises require modification in any way to accommodate the Community Group then such modifications will be carried out by the Council at the cost of the Community Group. Community Groups are also responsible for ensuring that their use is permitted in terms of the District Plan and any necessary resource consents to enable the use to be undertaken are obtained at the Group's cost, prior to the Group taking occupation.

7.4 Provision and Allocation Process for Community Premises

1. A team of Council officers (the Community Premises Allocation (CPA) team) will form to administer the allocation process. This team will have representation from all appropriate parts of Council including Community Development, Property and Assets Group, Manukau Parks and Community Advocacy and Funding.
2. Before community premises are made available for occupation by community groups (and again when agreements expire or are terminated) the CPA team will consider whether the local community could obtain more benefit from the facility if it was used for some other purpose, disposed of or removed. If the team decides that the local community would obtain more benefit from a use other than under this policy, the matter will then be reported to the relevant Community Board with an appropriate recommendation and the Community Board will make a recommendation to the Community Development Committee. The Community Development Committee will be responsible for deciding whether the facility should be made available for occupation under this policy.
3. If a need for new premises is identified then the Council's adopted processes for building major community facility projects will be followed.
4. The CTC on behalf of the CPA team will publicly advertise any vacant community premises that:
 - a. have not been removed from the ambit of this policy under point 2 above; and
 - b. are not to be made available to the present occupant under point 5 below.

Whenever a community tenancy ends, the premises will be re-advertised. The group presently occupying the premises may reapply for occupation should they wish to do so.

5. A Community Group in occupation of community tenancy premises has complied in all respects with the requirements of this policy and can demonstrate to the Council's satisfaction that it is providing necessary community outcomes, will be entitled to one further term of three years occupation on similar terms and conditions, without the need for the advertising and reapplication procedure being

undertaken. The percentage level of rental subsidy will be re-calculated using the assessment procedures outlined in Section 6.0 of this policy.

6. During the second three-year period of any community tenancy authorised in terms of clause 7.4, item 5 above, the CTC will meet with the community group concerned to discuss the group's capacity to relocate at the end of the tenancy to non-Council premises. The CTC may seek assistance from other Council personnel to assist the group to improve its management and financial practices in order that the group will be in a position to operate at a sustainable level in privately owned premises.
7. Advertising will specifically indicate suitable uses for the premises and will ask that only applicants that have similar requirements apply.
8. Once all applications are received they will be assessed by the CPA team in accordance with the allocation criteria and against each of the other applicants for the premises.
9. The level of rental subsidy for each group will also be assessed and a thorough explanation of the reasons for the recommended subsidy will be compiled for inclusion in any reports made to the Community Board or Community Development Committee.
10. On completion of the assessment a report recommending an appropriate tenant (with conditions or re-advertising if necessary) and the level of any rental subsidy will be made to the relevant Community Board.
11. The decision making responsibility for allocating Community premises to community groups lies with the Community Board, provided that the Community Group's use of the premises is compatible with the suitable uses outlined in Appendix 1. If the Community Group's use is not compatible with the suitable uses outlined in Appendix 1, the decision making responsibility for allocating Community premises to community groups lies with Community Development Committee. In making an allocation, the Community Board and the Community Development Committee must consider the allocation criteria and (where applicable) the recommendation of the relevant Community Board.
12. The successful Community Group will be advised in writing, including any conditions and information about any rental subsidy given (including an explanation of the reasons for the level of subsidy).
13. The allocation of any community premises to a community group is conditional upon the community group obtaining all necessary statutory consents (such as resource consents) and any other requirements deemed necessary by the Community Board or the Community Development Committee.
14. Should the preferred applicant not take up the offered premises within six months from the date of the decision (whether because they have been unable to comply with any conditions imposed, or for any other reason) the allocation of the premises to the group will lapse (the group will be provided with a reminder approximately one

month before the allocation lapses). Should that occur, the CTC will make a further report to the Community Board recommending another applicant should a suitable candidate be identified from the current applicants. If no suitable candidate can be identified from the applicants, the allocation process will begin again.

15. Should it become necessary to terminate a Group's occupation of Community Premises or to move a Community Group from one premises to another, the CTC will, after obtaining the agreement of the CPA team, report to the relevant Community Board with the reasons termination or moving is recommended and the final decision on whether to terminate occupation or move the Group will rest with the Board.

7.5 Funding for Community Tenancies

Financial provision will be made in the Long-term Council Community Plan for Community Tenancies, based on the Asset Management Plan and other relevant information. This provision will be revised each year to the three following years.

1. In line with the Council Plan timetable in each year the Property and Assets Group will provide the CTC with sufficient information, for the following three years based on the Asset Management Plan and other relevant information, to enable the CTC with support from the Property and Assets Group to submit a bid for Council Plan Funding to cover any variation from the Long-term Council Community Plan allocation for:
 - Rent (broken down into its component parts as appropriate) for each of the Community Tenancy Premises that are:
 - Known to fall under the Community Tenancy Policy (ie: those which have existing agreements to occupy community tenancy premises or to provide community outcomes under the policy);
 - Likely to be allocated to community groups under the Community Tenancy Policy (for example premises presently listed in Appendix 1B that appear to be appropriate for such use); and
 - Indicated by the CTC as likely to be used by Community Groups under the Community Tenancy Policy and which are not already covered above.
 - Construction, acquisition and major modification of premises required under clause 4.2 of the policy, including provision for part of the funds necessary to achieve such an outcome. In this regard, there will be ongoing discussion with the Community Boards concerning the identification of local needs for community premises in the forward planning process.
 - Removal of any premises previously allocated under this policy, which the Community Development Committee has resolved should be removed in accordance with clause 4.1 of the policy.
2. The CTC will apply to the Council Plan Committee for funding to cover the amounts outlined in point 1 above, less any rental received in the previous financial year (see point 4 below) together with any other works that the CTC considers should be funded in accordance with the policy.

3. The CTC will transfer all of the funds allocated by the Council Plan Committee that relate to point 1 above to the Property and Assets Group to enable the necessary works and payments to occur.
4. Community Groups will pay any rental to the CTC over the course of each financial year and this will be used by the CTC to offset the Council Plan funding required in the next financial year for Community Tenancy Premises.
5. The allocation of premises under the provisions of the Community Tenancy Policy will not disqualify any Community Group from being considered for other community funding projects or ongoing assistance through regular funds or budgets by the Council or Community Boards.

8.0. DEFINITIONS

Community Tenancy Co-ordinator – the Council officer who is the point of contact for Community Groups and manages the community outcomes of the groups occupying community tenancy premises.

Property Manager, Community Services and Assets – the Council officer who manages the building related aspects of the premises as outlined in the terms of occupation.

Rent – the unsubsidised rental payable by the community group for occupation of the premises. It is based on the costs to the Council as landlord of providing the premises in a condition that equals the level of service indicated in the terms of occupation and includes: general rates, building insurance, depreciation, cost of capital, share of overheads incurred in providing community tenancies, Council's maintenance as outlined in the occupancy terms, electricity and water rates.

OSH - Any provisions/requirements under the Occupational Safety and Health Act 1992.

Rent Subsidy - the difference between the rent and the amount paid by the community group. The rental subsidy is calculated using the assessment procedures outlined in Section 6.0 of this policy.

Heritage Facilities - facilities which were acquired or are retained for their heritage values or are protected under the relevant provisions of the District Plan or the Historic Places Act 1993.

Community Group – a community group that meets the community need and is contributing to the quality of community life. The group must also contribute to the achievement of Council's outcomes and activities outlined in 3.1 and Appendix 2 as well as meeting the Allocation Criteria detailed in 5.1 and 5.2.

Landlord Costs – the costs payable by the Landlord based on a residential tenancy. These are costs to the Council as Landlord of providing the premises in a condition that equals the level of service indicated in the terms of occupation and includes, but is not limited to: rates, building insurance, an allowance for depreciation, the cost of borrowed funds, landlord's maintenance and Building Act compliance (non-capital).

9.0 COMMUNITY TENANCY POLICY – ACCOUNTABILITY AND REVIEW

Links to Other Policies	Te Tiriti o Waitangi/Treaty of Waitangi generic policy statement Community Funding Policy Community Facilities Strategic Plan 2004
Accountability	Director Community and Economic Development
Policy Adviser	Community Premises Allocation Team
Date Adopted	27 October 2005 Council Minute No. CL/OCT/1817/05
Date Effective	1 November 2005
Review Date	1 November 2008
Supersedes Policies	Community Tenancy Policy 971/00

APPENDIX 1 – SCHEDULE OF FACILITIES AS AT 1 OCTOBER 2005

Common Name of Property/Facility	People soft Facility Code & OPM Code	Property Address (Street – Number)	Reserve Name	Suitable Uses	Ref No.
Clevedon					
Beachlands Log Cabin	0352 201710	62 Wakelin Rd Clevedon	Sunkist Bay Reserve	Meeting rooms Arts room	1
Howick					
Howick Meeting Rooms	0356 201760	115 Picton St Howick	N/A	Very small meeting room Retail shop	2
Howick Plunket Rooms	0357 201770	115 Picton St Howick	N/A	Meeting rooms Plunket or other health rooms	3
Keall House	201810	31 Uxbridge Rd Howick	N/A	Meeting rooms Offices Computer tuition room Costume and accessory storage	4
Green Gables		66 Cook St Howick	Hawthornden Reserve	Local arts group	5
Mangere					
Mangere Bridge Senior Citizens Hall	201830	7 Coronation Rd Mangere	N/A	Administrative offices Small hall for functions/recreation	6
Mangere Centre Park Depot	206130	Robertson Rd 141R Mangere	Mangere Centre Park	Boxing gymnasium Administrative offices for sports groups Stonemason tuition and storage	7
Mangere Community Constable Room	201850	Bader Drive 121R Mangere	Mangere Town Centre	Administrative offices	8
Mangere East Community Building (Ex Library)	0362 201716	372 Massey Rd Mangere	Walter Massey Park	Administrative offices Meeting room Classroom	9
Mangere Old School House	0364 201840	Kirkbride Rd 299R Mangere	Old School Reserve	Administrative offices Small meeting room Small classroom	10
Mangere Wardens	0367 201870	Bader Drive 121R, Mangere	Mangere Town Centre	Administrative offices Small meeting room	11
Massey Homestead	0370 201900	Massey Rd 337R, Mangere	N/A	Administrative offices Meeting/conference rooms	12
Robertson Road 159	0382 200715	Robertson Rd 161R, Mangere	Mangere Centre Park	Administrative offices Small meeting/conference room	13
Gerry Preston Pavilion	201715	McIntyre Rd 2R, Mangere	Swanson Park	Small boxing or fitness gymnasium	14
Manurewa					
Alfriston Road 29	201706	29 Alfriston Rd Manurewa	Gallaher Park	Administrative offices Small meeting room	15
Finlayson Homestead	0354 201740	Dr Pickering Ave 25R, Manurewa	Mountfort Park	Administrative offices	16

Manurewa Senior Citizens	0368 201880	Great South Rd 238R, Manurewa	N/A	Administrative offices Small hall for functions/recreation events	17
Manurewa Wardens	201890	13 Maich Road Manurewa	N/A	Administrative office	18
Mountfort Park Depot (Keep Manukau Beautiful Trust)	201705	Dr Pickering Ave 24R, Manurewa	Mountfort Park	Administrative offices Storage facility Conference room Sports clubroom	19
Sykes Road Workshop	201997	Dr Pickering Ave 25R, Manurewa	Mountfort Park	Storage facility Sports clubroom	20
Otara					
Ngati Otara Park Depot	0394	Otara Rd 95R, Otara	Ngati Otara Park	Storage facility Sports clubroom	21
Otara Community Office	0374 201940	Fair Mall 46, Otara	Otara Town Centre	Administrative offices	22
Otara Health	201950	46 Fair Mall Otara	Otara Town Centre	Administrative offices	23
Shop 4 Otara Town Centre		46 Fair Mall Otara	Otara Town Centre	Retail shop Small gallery Administrative office	24
Transferred to Manukau Arts 511/06					
Otara Senior Citizens Lounge	0376 201960	161 East Tamaki Rd Otara	N/A	Administrative offices Small hall for functions/recreation events	26
Otara Wardens Building	0377 201970	Bairds Rd 117R, Otara	Otara Town Centre	Administrative offices	27
Sandbrook Community Buildings	0383 201994	Bairds Rd 259R, Otara	Sandbrook Reserve	Administrative offices Classrooms Sports clubrooms	28
Ex-Plunket Society Building	0956	East Tamaki Rd 244R	East Tamaki Reserve	Administrative office Health Clinic	29
Pakuranga					
Lloyd Elsmore Park Depot	0391 206010	Bells Rd 2R, Pakuranga	Lloyd Elsmore Park	Classrooms Sports clubs base	30
Pakuranga Community Offices	201735	Ti Rakau Drive 2R, Pakuranga	Pakuranga Town Centre	Administrative offices	31
Pakuranga Wellness Centre	0379 201990	William Roberts Rd 24R, Pakuranga	Ti Rakau Park	Administrative offices Health Clinic	32
Papatoetoe					
Papatoetoe Stadium Community Centre	203130	27 St George St Papatoetoe	Stadium Reserve	Functions centre Toy library Classroom and centre for woodturning	33
Hunters Corner Community Office	201998	63 East Tamaki Rd Papatoetoe	N/A	Administrative offices Health Clinic	34
Papatoetoe Community Buildings - Ex Depot	201999	91 Cambridge Ter Papatoetoe	N/A	Administrative offices Meeting rooms Gymnastics club	35
Papatoetoe	0381	35 St George St	N/A	Administrative offices	36

Chambers	202110	Papatoetoe		Meeting rooms	
2075/06 Allocation of a Reserve site					37
Cambria House		250 Puhinui Rd		Administrative offices Health Clinic	38

SUPPLEMENTARY SHEET TO APPENDIX 1
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FURTHER INFORMATION – (EXAMPLE ONLY)

FACILITY NAME:

Rent: \$

Zoning POS 4

Condition:

Heritage Protection: Yes

Suitable Uses Education (not early childhood)
Meeting rooms
Administrative Offices
Sedate Indoor Sports (eg: Bowls, Bridge)

Outgoings Paid by Tenant: (level dependant on usage)
Contents Insurance
Telephone (not connected)
Provisioning of shared facilities eg: Toilets (No shared facilities)
Maintenance outlined in schedule of the occupation agreement

Outgoings Paid by Council:
General rates
Building Insurance
Depreciation
Maintenance outlined in schedule x of the occupation agreement

Planned Maintenance for 2005/06:

Level of Service:

APPENDIX 1B – SCHEDULE OF FACILITIES AS AT 1 OCTOBER 2005 THAT ARE SUBJECT TO OCCUPATION AGREEMENTS NOT IN ACCORD WITH THE COMMUNITY TENANCY POLICY

Common Name of Property/ Facility	People soft Facility Code & OPM Code	Property Address (Street - Number)	Reserve Name	Suitable Uses	Ref No.
Kawakawa Bay Health Clinic	201800	Rautawa Place 9R, Clevedon	Rautawa Reserve	Administrative offices Small health clinic	1
McNicol Homestead	0371 201910	McNicol Rd Clevedon	N/A	Museum Administrative office for historical society Residential	2
Orere Health Clinic	201930	50 Howard Rd Clevedon	N/A	Small health clinic	3
Howick Senior Citizens	0358 201780	Uxbridge Rd 37R, Howick	Garden of Memories	Administrative offices Small hall for functions/recreation	4
Mangere Mountain Education Centre (Includes rental house)		22 Mountain Rd Mangere	Mangere Mountain	Administrative offices Activities area Residential	5
Mangere Peoples Centre	0366 201860	366 Massey Rd Mangere	Walter Massey Park	Administrative offices Meeting room Classroom Small hall area at one end suitable for socials, minor recreation Childcare	6
All Seasons Touch Trust	203300	Alfriston Rd 1R, Manurewa	Gallaher Park	Sports club rooms	7
St Johns Hall	0385 201996	Great South Rd 311R, Papatoetoe	Kingswood Road Reserve	Administrative offices Recreation hall	9

FURTHER INFORMATION

FACILITY NAME:

Rent: \$

Zoning POS 4

Condition:

Heritage Protection: Yes

Suitable Uses Education (not early childhood)
Meeting rooms
Administrative Offices
Sedate Indoor Sports (eg: Bowls, Bridge)

Outgoings Paid by Tenant: (level dependant on usage)
Contents Insurance
Telephone (not connected)
Provisioning of shared facilities eg: Toilets (No shared facilities)
Maintenance outlined in schedule of the occupation agreement

Outgoings Paid by Council:
General rates
Building Insurance
Depreciation
Maintenance outlined in schedule x of the occupation agreement

Planned Maintenance for 2005/06:

Level of Service:

Current Tenant::

Lease expiry date:

1 Strategic Directions

Tomorrow's Manukau – Manukau Apopo is a document adopted by the city in 2001. It outlines the community's vision for Manukau City to the year 2010 and provides the framework for organisations to work together to achieve the vision for a progressive, proud and prosperous city. A review of the document, involving community consultation, is due for completion in 2005.

The Community Tenancy Policy contributes to the achievement of the following outcomes and values outlined in *Tomorrow's Manukau*:

2 Manukau City Council Long-term Council Community Plan

The Council provides the co-ordination and takes direction from the *Tomorrow's Manukau* strategy to produce a Long-term Council Community Plan, which includes a number of strategic outcomes for the city, of which the following are contributed to by the Community Tenancy Policy:

- Educated and Healthy Communities

All citizens need to be able to enjoy a good quality of life, to work with others and share in the development of their communities. People need to feel healthy and secure within themselves, with their families and their communities.

- Vibrant and Safe Communities

Manukau communities want the city to be vibrant and safe. Communities are passionate about identity, diversity, celebrating who they are, respecting others and feeling positive about the future

- Clean Green Environment

The Council uses many different ways to help protect the environment, including the District Plan, land acquisition for parks and reserves and landscaping work. Many voluntary groups are also committed to making Manukau a green place.

3. Contribution to Council's Strategic Outcomes

Community groups must be able to demonstrate that they are addressing a need in the community or otherwise contributing to the quality of community life. The occupation of community facilities by community groups will contribute to the achievement of the following outcomes and activities of Council:

- Educated and Healthy Communities
 - Community Health Services – activities, programmes and services that improve access to health services, particularly for Manukau's diverse communities;
 - Life Skills – activities, programmes and services aimed at providing life skills, particularly for children and youth;

- Diversity of Education Opportunities – early childhood, school, tertiary and community education programmes aimed at Manukau’s diverse communities
 - Education for Work – activities, programmes and services that focus on literacy and other training and education to enable people to become work ready.
 - Participation in Civic Affairs – activities and programmes that promote awareness and understanding of Council’s activities and make it easier for citizens to be involved.
- Vibrant and Safe Communities
 - Children and Youth Affairs – activities, programmes and services providing a range of initiatives for development of Manukau’s children and youth.
 - Community Safety – activities, programmes and services that contribute toward a reduction of violence and/or crime or reduce hazards in public places, support neighbourhood safety programmes.
 - Acknowledgement of Diversity – activities, programmes and services that focus on equity and/or celebration of culture and diversity; support programmes for new settlers and people with disabilities.
 - Healthy Living and Well being – activities, programmes and services that promote healthy living and/or health standards through recreation, leisure and art.
 - City Image – events, activities, programmes and services that enhance the image of Manukau, including providing a tourism opportunity, managing heritage resources of public interest and contributing to initiatives for the eradication of graffiti/vandalism.
 - Clean Green Environment
 - Environmental Monitoring – activities, programmes and services that enhance the environment through waste minimisation.

4 Community Facilities Strategic Plan 2004

The vision for this adopted strategy is:

- Timely provision of leisure, lifelong learning and social facilities that meet needs, are widely accessible, buzzing with activity and used to their capacity
- Council moving to more creative and co-operative approaches with the community and other organisations in meeting requirements
- A wide range of sustainable opportunities in the community to meet people’s changing activity needs

The strategy has set a number of goals including the following which relate to the Community Tenancy Policy:

- The establishment of a sustainable network of community managed and community tenancy facilities
- Policy aligned and delivered to achieve sustainable community facility development

- Prioritisation of community facility developments

5 The Property Strategy

In 2003, a property strategy for the Council was adopted entitled “Developing Tomorrow’s Manukau”. One of the objectives of the property strategy in relation to social and community infrastructure is to ensure provision of adequate and appropriate facilities for the delivery of an optimum level and range of social and community services for the needs of the city and its citizens, both in the present and for the future, including maximising multi-use of community facilities where practicable.

6 Community Development Framework Strategies:

- To build a sense of community by:
 - Celebrating who we are.
 - Building a sense of belonging through increased participation in community activities.
- Creating opportunities for:
 - Access to knowledge, information and resources.
 - Access to a safe and healthy lifestyle.

7 Te Tiriti o Waitangi/ Treaty of Waitangi Generic Policy Statement

Manukau City Council is committed to upholding Te Tiriti o Waitangi/Treaty of Waitangi. This commitment has taken the form of developing Te Tiriti/Treaty of Waitangi relationships with Mana Whenua and other Maori in Manukau, and establishing governance arrangements and organisational processes to meet Te Tiriti/Treaty based responsibilities.

Through the Treaty of Waitangi related provisions of the Local Government Act 2002, local authorities are required to facilitate the participation of Maori through consultation to promote decision-making processes which occur at both governance and organisational levels. This has relevance to all Council developed and driven policies, strategies and service delivery functions that impact on the social, economic, environmental and cultural well-being of Maori and all people in Manukau. The inclusion of Mana Whenua and other Maori in Manukau in these processes is a key means by which participation and understanding can be enhanced.

Council has also indicated in the Long Term Council Community Plan 2003/13 that long term planning will be improved by taking into account Te Tiriti/Treaty of Waitangi commitments of Council and developing the capacity of Maori to contribute to decision-making.

In practice this means the:

- preliminary and ongoing involvement of Mana Whenua and other Maori in Manukau in the development of Council led policies, strategies, and service delivery mechanisms
- recognition of the values and views of both partners to Te Tiriti/Treaty of Waitangi and the use of Te Reo Maori, an official language of Council, where appropriate

- provision of effective and appropriate consultation with Maori
- participation by Maori in the delivery of relevant services to Maori
- development of strategies that seek to address the historic and contemporary factors that have contributed to socio-economic discrepancies between Maori and non-Maori in Manukau.

This policy/strategy addresses Council's commitment to Te Tiriti/Treaty of Waitangi.

8 Values

Council encourages activities that:

- provide opportunities for people of all cultures to participate in projects that will enhance community and economic development in the city and contribute to environmental initiatives;
- Assist disadvantaged groups or respond to particular needs;
- Allow people and communities to express their diversity over a broad range of areas – ethnicity, culture, age, abilities and lifestyles;
- Assist and support volunteers working for the well-being of their communities;
- Enhance and protect the environment – natural, built and cultural and promote sustainable lifestyles.

9 Conflict of Interest Policy

Elected members and Council employees cannot be involved in the discussion or consideration of an allocation to a group or organisation, or any project that may benefit a group or organisation, which they or their immediate families are financial or associated members of.

AGREEMENT TO PROVIDE COMMUNITY OUTCOMES

under the
COMMUNITY TENANCY POLICY
as approved under Minute Number

Community Group Name



Te Kaunihera o
MANUKAU
City Council

THIS AGREEMENT is made the

day of

200

BETWEEN

THE MANUKAU CITY COUNCIL ("Council")

AND

COMMUNITY GROUP NAME ("Community Group")

INTRODUCTION

The Community Group wishes to occupy space in premises managed under the Council's Community Tenancy Policy. The Council has agreed to such occupation on the basis that the Community Group will provide the community outcomes set out in this agreement.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:

Business Risks include (but are not limited to): people and safety, loss or damage to property, business continuation and statutory compliance.

Community Group's Representative means _____ or such other person as the Community Group may nominate in place of that person.

Council's Representative means the Community Tenancy Co-ordinator or such other person as the Council may nominate in place of that person.

Performance Specifications means the performance specifications set out in Schedule 2.

Outcomes means the outcomes detailed in Schedule 1.

Policy means the Community Tenancy Policy, a copy of which is attached to this agreement as Schedule 7.

Reporting Requirements means the reporting requirements set out in Schedule 3.

Term means three (3) years from the date of this Agreement or until the Agreement is terminated in accordance with clause 7 below, whichever is the earlier.

Terms of Occupation means the terms of the Community Group's occupation of the premises set out in Schedule 6.

1.2 In this agreement:

Where the context permits, the singular includes the plural and vice versa

References to any **party** mean a party to this agreement and include their respective successors and permitted assignees.

References to clauses and schedules are to clauses in and the schedules to this agreement (unless stated otherwise).

Where the context permits, references to the Community Group include the Community Groups employees, agents and officers.

All references to legislation include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation.

References to a **person** include a natural person, firm, corporation, association or other entity, whether incorporated or not and whether or not having a separate legal personality.

2. PROVISION OF OUTCOMES

2.1 The Community Group agrees to provide the Outcomes for the term of this agreement, at the premises specified in Schedule 5 upon the terms and conditions appearing in this agreement.

3. PERFORMANCE OF OUTCOMES

3.1 In the provision of the Outcomes pursuant to this agreement the Community Group will:

- (a) Provide all Outcomes in accordance with the Performance Specifications
- (b) Comply with the terms of occupation
- (c) Comply with all reasonable directions given by the Council (to the extent that such directions are not contrary to any express provision of this agreement).
- (d) Report to the Council in the manner and at the times specified in the Reporting Requirements.
- (e) Not do anything, and will ensure that no agent, officer or employee of the Community Group does anything that will or may bring the Council into disrepute.
- (f) At all times deal with the Council and its agents in good faith, and will do such things and sign such documents as shall be necessary and reasonably required for the provision of the Outcomes.
- (g) Co-operate to the fullest extent possible with the Council and its agents and employees.
- (h) Comply with all applicable legislation.
- (i) Comply with all the health and safety policies and procedures detailed in the Performance Specifications.
- (j) Identify any Business Risk management issues in connection with the provision of the Outcomes and record these in the Community Group's business plan. The Community Group will also record how these risk management issues will be managed. The Community Group will take all reasonable steps to actively prevent, reduce, transfer or avoid Business Risks and minimise the impact of those Business Risks to the Council and the Council's employees.

4. LIAISON WITH COUNCIL

4.1 All routine and day to day communications by the Community Group with the Council will be directed by the Community Group to the Council's Representative at the address shown in Schedule 4.

4.2 The Community Group will at any time reasonably requested by the Council's Representative, meet with the Council's Representative to review the Outcomes and any matters pertaining to the Outcomes and/or the Community Groups provision of the Outcomes.

5. NO ASSIGNMENT

5.1 The Community Group may not assign or transfer any of its rights or liabilities under this agreement to any other person. It will be deemed to be an assignment in breach of this clause if, without the prior approval of the Council, the effective control of the Community Group changes or passes to a person not having effective control of the Community Group at the date of this agreement.

6. ACCOUNTING, INFORMATION AND BUSINESS SYSTEMS AND PLANS

6.1 The Community Group will keep proper accounting and information systems and will ensure that it has a business plan covering at least the next three years. The Council may inspect

these for the purpose of financial and management audits. The Community Group will provide the Council access to the premises and its personnel for such purposes. The Council will give reasonable notice if it wishes to carry out an audit as well as its reasons for doing so.

7. TERMINATION

7.1 This agreement and the Community Group's occupation of the premises may be terminated at any time and with immediate effect by written notice given by either party if:

- (a) The Community Group has committed a material breach of this agreement, which breach is not capable of being remedied by the Community Group within two calendar weeks.
- (b) The Community Group has failed to comply with an earlier written notice given by the Council specifying a material breach of this agreement by the Community Group and requiring that the Community Group remedy that breach within two calendar weeks after receipt of the notice.
- (c) The Community Group goes into liquidation or is removed from the New Zealand Companies Register or if a receiver or statutory manager has been appointed in respect of the Community Group or any material part of its assets.
- (d) The Community Group becomes unable to pay its debts as they fall due or is presumed pursuant to s287 of the Companies Act 1993 to be unable to pay its debts.
- (e) The Community Group defaults for a period of thirty (30) days in payment of any rent required to be paid pursuant to the terms of occupation.
- (f) The Community Group defaults for a period of thirty (30) days in payment of any of the moneys due under any loan the Council may have granted to the Community Group.
- (g) The Community Group defaults for a period of thirty (30) days in payment of any moneys payable to the Council by virtue of the Council having repaid all or any of a loan or loans of the Community Group.

8. NOTICES

8.1 Any written notice required to be given pursuant to this agreement will be deemed to be validly given if:

- (a) Delivered by hand or sent by facsimile transmission to the intended recipient's physical address or facsimile number as set out in Schedule 4 (or such other physical address or facsimile number as the intended recipient shall notify to the other party by written notice from time to time); and
- (b) Signed by a duly authorised officer of the party giving that notice.

The Common Seal of)
THE MANUKAU CITY COUNCIL)
was hereunto affixed in the)
presence of:-)

as Council.)

Mayor

City Manager

SIGNED by)
Community Group Name)
)

SCHEDULE 1

Description of Outcomes

Overview of Outcomes
Goals
Key Outcomes
Achieved through

SCHEDULE 2

Performance Specifications

Outcomes Area eg: Customer Service, Usage,
Minimum Inputs
Outcomes
Performance Indicators – Efficiency and Effectiveness

SCHEDULE 3

Reporting Requirements

Performance Reports

The Community Group will maintain quarterly reports relating to its performance. At the end of each quarter the Community Group will deliver to the Council a quarterly report that indicates the Community Group's progress against each objective or item detailed in this Schedule or required to be reported. The report must include details of the time period reports, the individual objective reported against and if relevant quantitative and qualitative measures in relation to customer satisfaction.

Information should be included on the following:

...

Annual Report

The Community Group will provide, in addition to the quarterly reports, an annual report. This report will include:

- An evaluation of the Community Group's performance in relation to the Standards and Levels of Service agreed to in this Contract;
- A summary of the quarterly results within the twelve month period;
- The Community Group's financial statements for the period including a Statement of Financial Performance and a Statement of Financial Position with a comparison between forecast and actual results for that period.
- An explanation of any variation from the annual plan.

The Annual Report will be delivered to the Council by...

SCHEDULE 4

Address for Notices

Notices to the Council

Physical Address:

Postal Address: Private Bag 76 917
Manukau City

Facsimile:

Attention: Community Tenancy Co-ordinator

Notices to the Community Group

Physical Address:

Postal Address:

Facsimile:

Attention:

SCHEDULE 5

Description of Premises

SCHEDULE 6

Terms of Occupation

INTRODUCTION

- A. The Council owns the land and buildings described in Schedule 5 and shown outlined in red on the plan attached as Appendix 1 ("the Premises").

TERMS

The Council and the Community Group agree that the Community Group may occupy the Premises, in accordance with the Policy and on the terms and conditions set out below.

1. INTERPRETATION

- 1.1 In this Agreement the following terms have the following meanings:

"Commencement Date"	means X;
"Common Areas"	means those areas shown as such on the plan attached to this Agreement as Appendix 1;
"Agreement"	means this agreement to provide community outcomes;
"Council"	means the Manukau City Council and any of its officers, employees or agents;
"Outgoings"	are those items set out under the heading "Outgoings" in this Schedule;
"Premises"	means that area or areas of land and buildings described as such in Schedule 5;
"Rent"	means the amount set out as such under the heading "Rental" in this Schedule;
"Rent Review Dates"	mean the first day of X in each year;
"Term"	means three (3) years from the commencement date or until the occupation is terminated in accordance with clause 2 below.

2. USE

- 2.1 The Community Group will use the Premises solely for the purposes of and associated with a **type of use** and in accordance with the Agreement to provide community outcomes.

- 2.2** If at any time the Council is of the opinion that the Premises are not being used or are not being sufficiently used for the purposes specified in clause 2.1 of these terms of occupation then, after making such enquiries as it thinks fit and giving the Community Group the opportunity of explaining its use of the Premises, the Council may terminate the Community Groups occupation in accordance with clause **X** of this schedule.
- 2.3** In accordance with clause 7.2 of the Policy the Council will reassess the Community Group's eligibility for community premises each year. Should the Community Group not be achieving the community outcomes outlined in the Agreement to provide community outcomes the Community Groups occupation may be terminated in accordance with clause **X** of this schedule.
- 2.4** In accordance with clause 3.2 of the Policy the Council may, should it consider that the premises are not being fully utilised in accordance with the purposes specified in clause 2.1 of these terms of occupation, move the Community Group to alternate premises if premises are available that are, in the Council's opinion, equally or more suitable for the group and another group is better suited to the premises already occupied.

3. RENT

- 3.1** The Community Group will pay the Council the annual rent each year by twelve (12) equal calendar monthly payments in advance with the first payment due on the commencement date.
- (i) In respect of the first year of the term the annual rent is the amount set out as such in the Rental Schedule.
- (ii) For each subsequent year of the term the annual rent will be determined by the Council reapplying the rental subsidy formula outlined in the Policy. The Community Group will be provided with a minimum of three months notice of any change in rental.

4. OUTGOINGS

- 4.1** The Community Group will pay upon demand the Outgoings as set out under the heading "Outgoings".
- 4.2** The Council will ensure that outgoings such as electricity and water are apportioned between tenants based on the floor area occupied by each group and will recover such charges as part of the rent. Use of power and water will be monitored and excessive use will be charged to the tenant in addition to rent.

5. MAINTENANCE

- 5.1** The Community Group will:
- (i) Keep all those parts of the Premises referred to under the heading "Community Group's Maintenance" in a condition that is equal to or better than **X [refer to LOS for this premises]**.
- (ii) Use the procedure set out in the attached Maintenance Priority Form whenever requesting works that fall under the heading of "Councils Maintenance".
- (iii) Not alter any items that fall under the heading "Councils Maintenance".

- (iv) Jointly with the other users of the common areas keep such areas clean and tidy and pay a proportion of the costs relating to the common areas (such as lighting costs) based on the floor area occupied by the Community Group.
- (v) Not leave rubbish or rubbish bins outside the premises other than at times for the collection of rubbish.
- (vi) Regularly have all rubbish removed from the premises.

5.2 The Council:

- (i) Will keep all those parts of the Premises referred to under the heading "Council's Maintenance" in a condition that is equal to or better than **X. [Refer to LOS for this premises]**
- (ii) Will endeavour to meet the level of response time criteria set out in the Maintenance Priority Form.
- (iii) May enter the Premises to inspect them, provided that the Council has first given at least twenty four hours notice to the Community Group on each occasion. If the Council reasonably suspects that damage is occurring, however, the Council may enter without notice.
- (iv) Will give the Community Group notice of any failure to carry out repairs required under clause 5.1, and, should the Community Group not carry out the necessary works within the time specified in the notice, enter the Premises and carry out the repairs referred to in the notice.
- (v) May require the Community Group to pay the cost of any repairs carried out under clause 5.2(iv) above.

6. HIRAGE

6.1 The Community Group may hire the Premises (or any part of the Premises) to any responsible and respectable person or persons for community purposes provided that:

- (i) The intended use by the party hiring the Premises (or part of the Premises) is compatible with the use of the Premises outlined in clause 2 above.
- (ii) On such occasions as the Premises is let out or hired the Community Group ensures that some responsible person is in charge of the same.
- (iii) The Premises is not hired for more than one third of the time the facility is able to be used.

6.2 The Community Group will not sublet all or any part of the Premises.

6.3 The Community Group will comply with the directions of the Council as to making the property available to other Community Groups and the Community Group acknowledges that the premises is to be available for use by other Community Groups when not being used by the Community Group.

7. INSURANCE

7.1 The Council will insure any building or structure and the Councils chattels and fixtures. Any additional insurance (for example contents insurance) is the Community Groups responsibility.

7.2 The Community Group will, at its own cost, take out and keep in full force and effect during the term of the Agreement Public Liability insurance for a sum of not less than \$1,000,000.00 and will, when requested, produce a copy of this policy, together with receipt for payment of premiums, to the Council.

7.3 The Community Group is responsible for payment of the excess in respect of any claim in connection with the Premises during the Community Group's occupation.

8. INDEMNITY

8.1 The Community Group will not do anything that may prejudice the Council in its tenure or control of the Premises or make the Council liable to any action, claim, demand or proceedings at all and the Community Group will indemnify the Council against any loss or damage arising out of any such proceedings.

8.2 The Community Group will indemnify and keep the Council indemnified from all damage or loss incurred:

- (i) in relation to or arising out of the Community Group's use of the Premises; and
- (ii) in respect of any loss damage accident or injury sustained to persons or property on or about the Premises whether or not as a result of the Community Group's use of it.

8.3 The Community Group will not do or allow anything to be done which may render any insurance policy (whether of the Council or the Community Group) void or voidable or which may enable payment of policy moneys to be refused.

9. IMPROVEMENTS ADDITIONS AND ALTERATIONS

9.1 The Community Group will not to carry out any improvements, alterations or additions (including placing any signs) without the prior written consent of the Council.

9.2 When undertaking any "building work" (as that term is defined in the Building Act 1991) to the premises the party carrying out the work will comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

9.3 The Council may make any improvements, alterations or additions to any part of the Premises as it may from time to time consider to be necessary provided that the Council will advise the Community Group of any work it intends to do and liaise with the Community Group about the timing of such work, however the Council will make the final decision as to when any such work will be done.

10. COMPLIANCE WITH STATUTES AND REGULATIONS

10.1 Should the Community Group require resource consent to use the Premises as required by the Agreement, then obtaining such consent is the sole responsibility of the Community Group.

10.2 The Community Group will comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the Premises by the Community Group or other occupant and will also obtain and comply with the provisions of all licences, requisitions, resource consents and notices required or issued by any competent authority in respect of the Premises or the use of the Premises by the Community Group or other occupant.

10.3 The Community Group will conduct sufficient trial fire evacuations of the facility each year and will in all respects comply with the requirements of the Fire Regulations as they apply to the Premises and the Community Group's use of the Premises.

11. MISCELLANEOUS

11.3 The Council and the Community Group will co-operate fully with each other to enable the Council to compile and keep up to date an asset management plan for the Premises.

11.4 The Community Group will ensure that the Premises are at all times used in a quiet and orderly manner so as not to cause a nuisance or annoyance to the occupiers of any neighbouring premises.

“RENTAL”

The rental is made up of: Council's maintenance costs, general rates, an allowance for depreciation and building insurance for the premises.

The rental payable will be:

Rental	\$00.00
less	
Subsidy	<u>-\$00.00</u>
Annual Rental payable by Community Group	<u>\$00.00</u>

Monthly Amount payable by Community Group: \$

“OUTGOINGS”

1. Charges for water gas electricity telephones and other utilities or services.
2. The provisioning of toilets and other shared facilities.

“COMMUNITY GROUPS MAINTENANCE”

The Community Group is responsible for the following:

- Non-structural TV and computer wiring
- Community Group installed fixtures.
- Repairs to and replacement of appliances and Community Group fixtures eg water coolers
- Signs not required by law.
- Routine general cleaning.
- All safes and safety deposit boxes.
- All window cleaning.
- Repairing interior vandalism.
- Misuse including overuse (being use exceeding manufacturer's guidelines) or malicious damage to internal building components, eg: damaged carpets, vinyl and floor finishing.

- Accidental damage caused by the Community Group or the Community Group's clients which is not otherwise covered by the Council's insurance.
- Furniture, fittings and equipment. This includes any items that are capable of removal from the premises without damage to the item or the building structure.
- Reinstatement of any changes made by the Community Group including the removal of Community Group installed fixtures.

“COUNCIL'S MAINTENANCE”

The Council is responsible for the following:

- Intruder systems;
- Stoves and rangehoods.
- Replacement of lamps in security lighting.
- Warrant of Fitness compliance requirements (but not trial evacuations).
- Fixed mechanical plant integral to building or use of the building including energy management equipment.
- Fire protection systems.
- Gas, hot and cold water reticulation.
- Electrical systems, although any upgrading to switchboard to prevent Community Groups overloading of circuits is the Community Group's responsibility and should be undertaken only after consultation and agreement with the Council.
- Painting and wallpapering
- Recarpeting / vinyl
- Timber floor maintenance
- Roofing (including gutters)
- Structural maintenance
- Rewiring
- Repiling
- Re-plumbing
- Blockages to drainage systems
- Replacement of drainage
- Heating ventilation and air conditioning
- Car park Repairs
- Care of grounds and car parks - keeping any grounds, yards, surfaced areas, pavements in a tidy condition

- Repairing exterior vandalism including graffiti
- Early failure of building elements and services
- Mechanical plant breakdowns caused by normal wear and tear
- Warrant of Fitness compliance matters

MAINTENANCE PRIORITY FORM

1. MAINTENANCE REQUESTS – OPERATIONAL PROCEDURE

The Community Group should direct all maintenance requests and reports of necessary repairs to the Manukau City Council Call Centre on 262 5104

The Council receives a large number of requests for either repair works or building related works. The Council will endeavour to meet the level of response time criteria stated below but will not be responsible for delays which are outside its control:

2. PRIORITISATION OF WORKS

Priority 1 – Emergency

Response time:	Immediate (within 3 hours)
Definition:	Work required to prevent injury to staff, community groups and the general public and eliminate health hazards; ensure that buildings are secure or prevent further damage to fixtures and fittings (Public health and safety issues).
Examples:	Total power failure to a building Total water supply failure to a building Total heating/air-conditioning failure to a building Water leak beyond Community Group's control Lifts stuck with people trapped Fire Security of staff and premises is compromised with immediate effect.

Priority 2 – Urgent

Response time:	Within 10 business hours
Definition:	Work which if not attended to will render facilities unusable
Examples:	All lights out in public space or offices Overflowing gutters Blocked or foul drains Major roof leaks No power to a room

Priority 3

Response time:	Within 6 working days
Definition:	Maintenance works affecting public space or offices and requests for non-maintenance works
Examples:	Failure of non essential equipment Partial failure of non essential service Minimal number of lights out

Priority 4 – Specified and Dated

Response time:	On or before the date specified
Definition:	Work completed by specified date
Examples:	Urgent or non-urgent repairs prioritised by maintenance team on the basis of the information received.

After Hours: The Duty Officer will make the final decision as to the priority of works.

Please note: This is not an exhaustive list and does not cover every eventuality. Where in doubt as to the priority of a specific request/repair please contact the Community Tenancy Co-ordinator (or the After Hours Duty Supervisor via the Call Centre) for clarification. Reasonable access must be given to allow repairs to be inspected and actioned.