

DATED

.....2021

DRAFT FOR CONSIDERATION

ABERGAVENNY TOWN COUNCIL



and

ABERGAVENNY COMMUNITY TRUST



PARTNERSHIP AGREEMENT

for development of a community-based facility and activities

AGREEMENT

DATED:

BETWEEN:

- (1) **ABERGAVENNY TOWN COUNCIL** of Town Hall, Cross Street, Abergavenny (the “**Council**”).
- (2) **ABERGAVENNY COMMUNITY TRUST** of Abergavenny Community Centre, Park Street, Abergavenny, (the “**Trust**”)

PARTNERSHIP AIMS

- (A) Abergavenny Town Council has statutory duties under the Well Being of Future Generations Act and has identified a number of organisations that can help the Town Council fulfil their duties. Abergavenny Community Trust is one such organisation.
- (B) Abergavenny Community Trust can help the Council address four identified priority areas:
 - Children and Young People
 - Challenges of Demographic Change
 - Protect and Enhance the Environment
 - Economically Thriving Town
- (C) Abergavenny Town Council supports the Trust in its aims to provide a community centre for all the town with a varied programme of activity that is inclusive, welcoming and non-judgemental.
- (D) The Trust seeks security of funding to enable the Centre to have a sustainable future and to create increased capacity to enable the centre to develop.

1. PARTNERSHIP SERVICES

- 1.1 During the Term of this Agreement, the Council shall provide revenue funding to support the work of the Trust as set out in Annex 1.
- 1.2 The Trust is to take appropriate steps to ensure value for money when letting contracts and that appropriate management arrangements are put in place to ensure that the quality of work is to a specified standard.
- 1.3 The agreement is that the Council will provide revenue funding to support the running costs of the Centre and to help safeguard the community asset. The partners acknowledge the impact of the Pandemic since April 2020 and recognise the need for the Trust to ensure an effective recovery following this period of closure and uncertainty.

2. DELIVERABLES

- 2.1 The Trust is to deliver against the four Monmouthshire PSB Well-Being Objectives and the Town Council Strategy & Action Plan. Details of deliverables are set out in Annex 2.

3. TERM AND TERMINATION & INDEMNITIES

- 3.1 Subject to earlier termination in accordance with its terms, this Agreement shall commence on ...May 2022 and terminate on.... May 2026
- 3.2 This agreement may be terminated at any time by either party giving at least 12 months' clear written notice to the other party.
- 3.3 There will be a review point every 12 months during the term of this agreement.
- 3.4 The Trust should notify the Council at the earliest opportunity should the Trust be considering closing down the project or that the project is in financial difficulty. This would enable the Council to consider its options regarding future funding.
- 3.5 The Trust has in place appropriate insurances which includes public liability insurance. The Trust has sole responsibility for dealing with any claims from accidents or other events resulting in loss or injury even if the activity was partially funded using Council funding

4. PAYMENT

The Council will pay the annual sum of £10,000 in two instalments; the first instalment in May and second instalment in October. Future year payments would be subject to satisfactory annual review.

5. VARIATION TO THE AGREEMENT

- 5.1 Should either party wish to discuss a significant variation to the agreement, representatives shall meet to agree such variations. Significant variations will be added to this Agreement as supplementary appendices.

6. PERFORMANCE MANAGEMENT

- 6.1 As a minimum, the Council and Trust will meet annually. This will involve a visit to the Community Centre to receive a presentation from the Trustees. The performance measures are set out in Annex 3.
- 6.2 One week before the visit an update report will be sent to the Town Clerk for circulation. The annual report structured under the four well-being objectives should capture what has worked well and also what hasn't worked well. It is important for partners to be open and transparent to aid greater understanding. This report will form the basis for any changes to the deliverables for the coming year.
- 6.3 During the year, copies of Trust newsletters, Trustee report should be circulated to the Town Clerk for circulation to all Councillors.

Partnership Meetings

- 6.4 Both parties are able to request that a partnership meeting is convened. This could be to discuss and explore potential issues or new proposals. Both parties are encouraged to view this as a meaningful partnership, with both parties wanting the same outcome.

7. RESOLUTION OF DISPUTES

- 7.1 If there is a dispute between the parties concerning any matter arising from or in connection with this Agreement, the parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.
- 7.2 Any dispute which has not been resolved between the Nominated Representatives (to be nominated by the Town Council at the May Council meeting) within fourteen (14) days of the matter being raised, may be escalated by either party to the Chair of the Board of Trustees and Full Council Committee by notice in writing.

8. PUBLICITY

- 8.1 The Trust will acknowledge the support of the Town Council whenever possible on their website, social media, printed materials etc.

Signed on behalf of Abergavenny Town Council) Signature:

By Name:) Date:

Signed on behalf of Abergavenny Community Trust

By Name:) Signature:

) Date:

ANNEXE 1

PARTNERSHIP FUNDING

£10,000 A YEAR

2022/3

2023/4

2024/5

2025/6

ANNEXE 2

DELIVERABLES

Give Children & Young People the Best Possible Start in Life

- To deliver a Community Kids parent & toddler group once a week.
- To provide summer holiday activities for children and families
- To provide accommodation for other organisations to offer activities for families, children and young people
- To make emergency food available to families as required

Address the challenges of demographic change

- To provide a weekly coffee morning contributing to reducing social isolation
- To provide a monthly Sunday afternoon tea for people at risk of loneliness
- To provide an affordable, nutritious, hot lunch twice weekly to members of the community

Promoting Active Citizenship

- To offer of a wide range of volunteering opportunities for people that promote their well-being and the well-being of others.
- To offer access to training for volunteers

Communities and businesses to be part of an economically thriving and well connected county

- To continue to build working relationships with supermarkets to redistribute and use surplus food.
- To offer opportunities for local businesses to support community activities by, for example, providing services on a pro bono basis
- To use, where possible, local tradespeople and suppliers.
- To provide accommodation for local environmental initiatives such as Benthylg/Library of Things and the Repair Café

Protect & enhance our natural environment & minimise the impact of climate change

- To continue to implement energy saving measures to reduce the Centre's carbon footprint
- To develop a strategic plan to work towards a zero carbon footprint at the Centre
- To develop the building and grounds of the Centre as a green exemplar in the community
- To support Abergavenny in Bloom with the enhancement of biodiversity & pollinator-friendly species in the centre garden.
- To continue to develop the grounds for growing, learning and recreation.
- To contribute to reducing food waste by using food from supermarkets that is close to the sell-by date and using surplus food from local growers including the Allotment Society
- To reduce food miles by increasing the proportion of fresh produce used in the kitchen that is grown in the garden and buying locally.

ANNEX 3

PERFORMANCE MEASURES

The annual report will include the following indicative measures:

- Number of children and families attending summer activities
- Number of meals served
- Number of volunteers and estimate of volunteer hours with a breakdown of age under 26 years and over 26 years
- Volunteer training undertaken

The Report could include: a number of case studies to reflect the impact of the Trust's activity on individuals; and information on new initiatives and relationships developed.