

DRAFT AGREEMENT

Taihape Grandstand Restoration – Community Led / Council Owned Facilities Upgrade

Between: Rangitikei District Council (Council / RDC)

And: Taihape Grandstand Restoration Committee (TGRC)

1. Parties

1.1 Rangitikei District Council of 46 High Street, Marton (“Council”).

1.2 Taihape Grandstand Restoration Committee (“TGRC”), a community-led group chaired by Mrs. Gill Duncan (“Committee”).

1.3 The Taihape Grandstand Restoration Committee is a community-led, unincorporated committee. For the purposes of this Agreement, the Chair of TGRC is authorised to act on behalf of TGRC and to provide approvals, authorisations, and communications required under this Agreement, having regard to the views of its members.

2. Background

2.1 The Taihape Grandstand project was approved through consultation as part of the 2021–31 Long Term Plan.

2.2 Council approved \$1,000,000 from Special & Restricted Reserves (General Purpose Capital Works) for preservation/restoration of the Taihape Grandstand (including seismic strengthening). Approximately \$315,000 has already been spent, leaving an estimated \$685,000 on 20 April 2026 remaining (“Council Funds”).

2.3 Council agreed the project will proceed as a Community Led, Council Owned Facilities Upgrade project, under the guidance of TGRC.

2.4 Council approved TGRC to engage Copeland Associates to continue design work on the Grandstand, and recorded setting aside Council’s Procurement and Contract Management Policy in relation to that engagement decision.

2.5 During the November 2025 Council meeting Council passed the following resolutions:

Resolved minute number 25/RDC/294

That Council approves the Taihape Grandstand Restoration Committee to engage Copeland Associates to continue design work on the Grandstand, and that no further quotes be sought.

Cr J Wong/Cr D Wilson. Carried Against Cr Field and Cr Dalgety

2.6 For the purposes of this agreement the resolution noted in 2.5 above includes all additional sub-consultants and other specialised services that will be required by Copeland Associates to complete the design work.

2.7 Council agreed TGRC will determine how remaining Council Funds are allocated, and Council will make payments upon TGRC authorisation, subject to final approval of this agreement (including roles, responsibilities, procurement and payment processes).

2.8 Council remains the owner of the Taihape Grandstand and, once restoration is completed, Council will be responsible for ongoing maintenance as it is a Council asset.

3. Purpose

3.1 The purpose of this agreement is to set out:

- project scope and objectives
- governance and decision-making
- roles and responsibilities of Council and TGRC
- financial management and payment approvals
- procurement and contracting processes
- H&S obligations
- reporting requirements
- dispute management and termination provisions

4. Project Status and Ownership

4.1 The project is categorised as a Community Led, Council Owned Facilities Upgrade.

4.2 Council retains ownership of the Grandstand and the facility remains a Council-owned asset.

4.3 TGRC is authorised to lead project planning and delivery activities described in this agreement, acting in the interests of the community and consistent with Council's ownership obligations.

5. Project Scope

5.1 The project scope includes refurbishment, restoration and seismic strengthening works to the Taihape Grandstand, as agreed through an approved project plan.

5.2 Indicative timeline: building phase to start approximately August/September 2026 with a desired completion by March 2027, subject to approvals, consents, funding and readiness.

5.3 The parties will confirm scope boundaries in the Project Plan (Schedule 1), including what is in/out of scope, staging, and quality standards.

6. Guiding Principles

6.1 The parties agree to act in good faith and collaboratively.

6.2 The project will be delivered in a manner that protects heritage value, is safe and compliant, aligns with the agreed budget and priorities, and supports community wellbeing and use outcomes.

6.3 Council is the final funder for the Taihape Grandstand project and is not obliged to provide additional funding beyond agreed commitments under this agreement.

7. Governance and Decision-Making

7.1 Governance Structure

A. TGRC Governance Role

- Lead community engagement, prioritisation, and delivery planning.
- Confirm a Project Lead / Project Manager (TGRC have agreed project management be undertaken by Mrs. Gill Duncan, Chair, TGRC).

B. Council Oversight Role

- Provide oversight and reporting, and nominate a primary staff contact.
- Council's key staff contact for this project: Ms. Gaylene Prince, Northern Area and Property Manager.

7.2 Liaison Meetings

7.2.1 The parties will hold regular project meetings (recommended monthly, or more frequently during active procurement/construction).

7.2.2 Meetings will cover progress, budget, upcoming procurement and contract decisions, risks, consents, compliance, health and safety, and payment requests.

7.3 Key Decisions

7.3.1 TGRC may make day-to-day project decisions within the approved scope, timeline and budget.

7.3.2 Council approval is required for:

- any change to the agreed project scope that affects long-term asset operation or maintenance
- any commitment that would exceed the approved Council Funds allocation
- any contract terms that create future liability for Council beyond the project works
- any material change to timelines where Council impacts occur (e.g., park operations, public access management)

7.4 TGRC Internal Decision Making

TGRC will maintain basic records of key decisions relating to scope, budget prioritisation, and procurement, and will make these available to Council on request.

8. Roles and Responsibilities

8.1 TGRC Responsibilities

- Provide project leadership for the restoration/refurbishment works.
- Develop and maintain a Project Plan, including staging, budget and milestones.
- Determine priorities and allocation of remaining Council Funds consistent with the approved scope.
- Engage appropriately qualified consultants/contractors to deliver the works.
- Ensure works meet applicable legal and compliance requirements, including Building Act requirements and any required building consent.
- Complete applications for external funding and manage funder reporting obligations.
- Provide regular reporting to Council as set out in clause 12.
- Ensure appropriate stakeholder engagement with key user groups and the community.

8.2 Council Responsibilities

- Remain owner of the Grandstand and ensure the project aligns with Council's long-term asset obligations.
- Provide a key staff contact and oversight/reporting role.
- Act as "banker" for Council Funds through Council financial systems, including purchase orders and supplier setup where required.
- Process payments for approved project costs in accordance with clause 10.
- Provide access to relevant Council policies, templates, and technical support as agreed (procurement support, purchase orders, health and safety system alignment, engineering/building advice and inspections as required).
- Assume ongoing maintenance responsibility once restoration is completed.

9. Design and Professional Services

9.1 Design Consultant

9.1.1 TGRC is approved to engage Copeland Associates to continue design work on the Grandstand.

9.1.2 TGRC will ensure a written contract/offer of service is in place, with clear scope, deliverables, and fees.

9.2 Design Control and Sign-off

9.2.1 Design will remain consistent with Council's asset and compliance requirements, including operability and maintenance considerations.

9.2.2 Council will have a right to review final design documentation prior to construction contracts being signed, for asset-owner assurance.

10. Financial Management and Payment Process

10.1 Council Funds and Budget

10.1.1 Remaining Council Funds are estimated at approximately \$685,000, subject to final confirmation of committed costs.

10.1.2 TGRC will manage project delivery to achieve agreed outcomes within the available budget.

10.2 External Funding

10.2.1 TGRC may raise external funding for elements of the project and will be responsible for any funder conditions and reporting requirements.

10.2.2 External funds will be tracked separately from Council Funds unless the parties agree otherwise in writing.

10.3 Authorisation to Spend Council Funds

10.3.1 TGRC may authorise spend against Council Funds only where the spend is within the agreed scope and budget, procurement requirements in clause 11 are met, and the cost is supported by written quote/contract/invoice as applicable.

10.3.2 Council will not process payments without required supporting documentation.

10.4 Payment Process

10.4.1 Council will make payments upon TGRC authorisation, subject to the processes in this agreement.

10.4.2 Minimum documentation required for payment requests includes:

- TGRC written authorisation (email acceptable)
- supplier invoice addressed to Council (or as agreed)
- evidence of approved quote/contract and purchase order (where required)
- confirmation that goods/services have been delivered (or milestone completed)

10.4.3 Payments will be made through Council's accounts payable system on standard Council payment cycles.

10.5 Overspend and Financial Risk

10.5.1 No commitment to expenditure above the approved Council Funds will be made without Council's prior written approval.

10.5.2 Contracts must clearly state maximum values and variation controls.

11. Procurement and Contract Management

11.1 General Approach

11.1.1 TGRC will lead procurement activities while ensuring value-for-money, transparency, and contractor capability.

11.1.2 Council will provide support and oversight to ensure appropriate procurement and payment controls are applied.

11.2 Use of Council Procurement Policy

11.2.1 Procurement will follow Council's Procurement and Contract Management Policy unless a deviation is approved in writing by the appropriate authority under that Policy.

11.2.2 The parties acknowledge Council has specifically recorded setting aside the Policy in relation to the Copeland Associates engagement decision.

11.3 Sourcing Requirements and Quote Thresholds (Whole of contract, excl. GST)

Use the quote rules below when choosing suppliers (unless an approved exception applies, such as an All-of-Government contract).

Less than \$5,000	May be direct sourced from a single supplier.
More than \$5,000 and less than \$50,000	At least two written quotations to be sought and, where practical, obtained. Written approval from a member of ELT is required to not comply.
More than \$50,000 and less than \$250,000	At least three written quotations to be sought and, where practical, obtained. Written approval from at least two members of ELT and the CEO is required to not comply.
More than \$250,000	Open and competitive Public Tender process managed by a Tenders Board. Formal Council

approval is required to not comply (case-by-case or as part of an approved Forward Procurement Strategy).

11.3.1 Where the procurement facilitator considers the level of risk warrants it, procurement with a cumulative value of less than \$250,000 should be referred to the Tenders Board/Council for review.

11.3.2 Procurement of goods and/or services over \$50,000 requires a formal contract. Contracts must be approved and signed by an RDC staff member with appropriate delegated authority. No external parties are authorised to sign contracts on behalf of RDC.

11.4 Contracts

11.4.1 All contractor engagements must be in writing and include scope of work, pricing and payment terms, timeframe, H&S obligations, insurance and warranties, and variation control.

11.4.2 Where Council is the paying party, contracts may be in Council's name (as asset owner) with TGRC as project representative, or another structure as agreed.

11.5 Variations

11.5.1 Any variation that increases cost or extends time must be approved in writing by the TGRC Project Lead and by Council's nominated officer where it impacts budget, compliance, or Council liability.

11.6 Conflicts of Interest

11.6.1 TGRC members must declare any conflicts of interest relating to procurement decisions and not participate where a conflict exists.

12. Reporting and Communications

12.1 Reporting to Council

TGRC will provide Council with:

- monthly written progress updates
- a budget summary (committed vs actual vs remaining funds)
- upcoming procurement decisions
- issues/risks requiring Council support or decisions

12.2 Media and Public Communications

Public communications will be coordinated between TGRC and Council Communications staff to ensure accurate and consistent messaging.

13. Health and Safety

13.1 The parties will comply with the Health and Safety (H&S) at Work Act 2015, including contractor management and safe site practices.

13.2 Prior to construction work commencing, TGRC will provide Council with contractor H&S plans, site management plan (including public access control), and confirmation of appropriate insurances.

13.3 Council may stop works if serious H&S risks are identified.

14. Consents and Compliance

14.1 TGRC will ensure all required consents and approvals are obtained before physical works commence (e.g., building consent where required).

14.2 Council will support access to relevant property/asset information and any required owner approvals.

15. Insurance and Liability

15.1 Contractors must hold appropriate public liability and contract works insurance.

15.2 Council's asset insurance arrangements will remain in place as owner, subject to policy terms.

15.3 Each party is responsible for its own acts/omissions, and TGRC will use reasonable care and skill in project management.

16. Dispute Resolution

16.1 Any disputes will be addressed promptly through good-faith discussion at liaison meeting level.

16.2 If unresolved, disputes will be escalated to Council's Chief Executive (or delegate) and the TGRC Chair.

16.3 If still unresolved, the parties may agree to mediation.

17. Term, Review and Termination

17.1 This agreement commences on the date of last signature and continues until completion of the works and final reporting, unless terminated earlier.

17.2 The agreement will be reviewed at key milestones (e.g., design completion; procurement of main contractor; start of construction).

17.3 Either party may terminate by written notice if there is a serious breach not remedied within a reasonable timeframe, continuation exposes Council to unacceptable risk, or funding is no longer available.

17.4 On termination, the parties will agree an orderly close-out, including treatment of committed contracts and funds.

17.5 For the purposes of this Agreement, the Project will be considered complete once: (a) all physical works have been completed in accordance with the approved Project Plan; (b) required code compliance certificates and producer statements (where applicable) have been obtained; and (c) final reporting has been provided to and accepted by Council. Upon completion, operational responsibility for the Grandstand will fully transition to Council as asset owner.

18. Signatures

Signed for and on behalf of Rangitikei District Council:

Name: _____

Title: Chief Executive

Signature: _____

Date: _____

Signed for and on behalf of Taihape Grandstand Restoration Committee:

Name: _____

Title: Chair (TGRC)

Signature: _____

Signed for and on behalf of Taihape Grandstand Restoration Committee:

Name: _____

Title:

Signature: _____

Schedule 1 – Project Description

1. Project Overview

The Project comprises the investigation, design, and delivery of strengthening, restoration, and associated works to the Taihape Grandstand, a Council-owned facility located at Memorial Park, Taihape. The Grandstand is listed with Heritage New Zealand Pouhere Taonga as a Category II historic place.

The Project is intended to:

- improve the structural performance of the Grandstand;
- address identified seismic and geotechnical risks; and
- enable continued community use of the Grandstand.

2. Scope of Works

The Project may include, but is not limited to:

- structural strengthening works;
- foundation or geotechnical remediation works;
- associated building works required to support strengthening and restoration;
- professional services, including design, engineering, quantity surveying, and certification;
- all works required to achieve code compliance to the extent resolved by the Parties through the Project Plan.

3. Exclusions

The Project does not include:

- any works not directly related to the strengthening, restoration, or safety of the Grandstand;
- ongoing operational or maintenance works post-completion (noting Council will assume maintenance responsibility after completion);
- any works that would materially change the use of the facility unless separately approved by Council.

4. Project Standards

TGRC must ensure that:

- all works comply with applicable legislation, codes, and standards;
- works are carried out by suitably qualified and experienced professionals;
- required consents, inspections, producer statements (where applicable), and certifications are obtained.

Council does not warrant or guarantee the adequacy of the Project design or delivery.

5. Assumptions and Constraints

The Project is subject to:

- availability of contractors and materials;
- regulatory approvals; and
- no obligation on Council to fund cost escalations or scope changes unless approved in writing.

Schedule 2 – Funding and Payment Conditions

1. Council Contribution

Council's maximum contribution to the Project is the remaining Council Funds approved for this Project (currently estimated at \$685,000 [at 20 April 2026] , excl. GST where applicable).

This contribution is capped and is conditional on the requirements of the Agreement being met.

2. Preconditions to Payments

Before Council processes payment for any significant procurement commitment (including the main construction contract), TGRC must provide evidence satisfactory to Council of:

- approved project scope and budget (Schedule 1 / Project Plan);
- executed contracts for design and construction (where applicable) that comply with the Procurement and Contract Management requirements;
- confirmation of required insurance policies in place (Schedule 3); and
- confirmation that any material funding gap has been identified and addressed, or otherwise approved in writing by Council.

3. Payment Structure

Payments will generally be made on an invoice-by-invoice basis in accordance with clause 10 of the Agreement, subject to TGRC written authorisation and supporting documentation.

4. Payment Conditions

Council may withhold or defer payment if:

- the Project is not progressing in accordance with the Agreement or the Project Plan;
- required reporting has not been provided;
- there is a serious breach of the Agreement; or
- supporting documentation is incomplete.

5. No Cost Overrun Obligation

Council has no obligation to:

- increase its contribution;
- fund variations; or
- cover any shortfall,

Schedule 3 – Insurance Requirements

1. Required Insurance Policies

Insurance minimum values will be confirmed by Council prior to execution of this Agreement and prior to commencement of construction works. TGRC must ensure that contractors and professional service providers maintain, at their cost, insurance appropriate to the works being undertaken, including as applicable:

- Contract Works Insurance – covering full replacement value;
- Public Liability Insurance – minimum \$10,000,000 (ten million);
- Professional Indemnity Insurance – minimum \$5,000,000 (five million); and
- any other insurance required by law or reasonably required by Council.

2. Insurance Period

Insurance must be maintained from commencement of the relevant services/works, through delivery, and until completion and handover.

3. Evidence of Insurance

TGRC must provide certificates of currency on request and notify Council of any lapse or cancellation.

Schedule 4 – Reporting Requirements

1. Reporting Frequency

TGRC must provide written progress reports to Council:

- monthly during the Project (unless otherwise agreed in writing); and
- at key milestones (e.g., completion of detailed design, procurement of main contractor, start of construction, completion of the works).

2. Minimum Report Content

Each report must include:

- progress against the programme (what's been done and what's next)
- funding status (including confirmation there is no funding shortfall)
- key risks and how these will be managed
- confirmation that all Health and Safety (H&S) obligations are being met