

### Funding Agreement between Colchester Borough Council and Firstsite

#### 1.0 Introduction

- 1.1 Colchester's vibrant cultural scene is one of the town's unique selling points, and something that Colchester Borough Council (CBC) is keen to support and sustain. Firstsite, Colchester Arts Centre, and the Mercury Theatre are central to this, providing the leadership, capacity, creativity and innovative programmes of delivery to make Colchester a great place to live, learn, work and visit.
- 1.2 The Council provides core revenue grants to these organisations, because they deliver on the Council's Strategic Plan, in particular they are fundamental to supporting delivery of the Creative Colchester Strategy and for promoting and enhancing the arts in the local economy. In line with the Creative Colchester strategy, the Council continues to work with regional partners to align policy and funding to help deliver key economic and social outcomes through investing in development of the arts.
- 1.3 As part of the Council's commitment to transparency, quality and performance management systems, the arts organisations that receive CBC funding must set out clear objectives and provide performance and sector data so that the service that is provided through partnership working can be measured, evaluated and improved. This document defines the performance targets and monitoring process, and confirms the funding amounts currently agreed.
- 1.4 Firstsite is one of three arts organisations strategically-funded by CBC in alignment with Arts Council England (ACE). In 2017 Firstsite was successful in their bid to ACE for National Portfolio Organisation (NPO) funding from April 2018 for three years. Therefore, the 2018-19 funding agreement with CBC will focus on Firstsite's work towards the goals as set out in its bid, as well as the key areas of performance and delivery required by CBC.

#### 2.0 Scope and Financial Arrangements

- 2.1 Between 1 April 2018 and 31 March 2019 the Council will fund Firstsite to the amount of £112,450. This funding was agreed by the Cabinet and full Council in line with the budget strategy to support the core operations of the organisation as set out in the business and operations plan and to meet the targets for performance set out in section 9 of this Agreement.
- 2.2 Upon signature of this Agreement, the Council will release the funding in quarterly instalments.
- 2.3 Any financial investment that the Council needs to make under its obligations as the owner of the building is deemed to be outside of this agreement.

However, any tenant responsibilities that Firstsite holds are considered to be within this agreement.

- 2.4 On signing this Agreement, Firstsite recognises that it is in receipt of public funding and accepts responsibility for showing proof of eligibility, meeting the targets for performance, and collecting qualitative and quantitative performance data to provide evidence of the service standards. Firstsite also agrees to provide available sector data to assist with monitoring and performance assessment.

Where appropriate and possible within current resources, Colchester Borough Council will provide non-financial support to Firstsite where it seeks to develop additional services that contribute towards meeting the Council's strategic priorities. If these additional services are developed to a point that requires additional funding, Firstsite may request such funding formally, and the Council may issue a separate funding agreement if applicable. If this circumstance arises, the services will be deemed to fall outside of this agreement.

### 3.0 Eligibility and Criteria for Acceptance

- 3.1 In order to be eligible for funding Firstsite must supply evidence to demonstrate that it is:
- a. Properly constituted
  - b. Financially viable
  - c. Able to manage its work effectively, monitor and manage risk, and seek necessary professional financial, legal and insurance advice
  - d. Operating with effective policies and procedures in equal opportunities, health and safety, equality and diversity, access, and protection of children, young people and vulnerable adults.
  - e. Delivering on the current strategic priorities of the Council.

### 4.0 Performance monitoring framework

- 4.1 Firstsite must submit an up to date Business Plan and operations information to CBC, including a budget to cover the same period as the funding agreement and a copy of the audited accounts from 2017-18.
- 4.2 As a minimum throughout the term of the agreement, Firstsite must submit quarterly budget reports and invite a Council representative to observe two Board meetings. The organisation will also participate in two bi-annual review meetings, as outlined below.
- 4.3 At the end of the agreement period, the organisation must provide audited accounts and submit performance data to evidence the organisation's turnover, audience and participation levels as well as contribution to the Council's strategic priorities.

## 5.0 Stakeholder review process

- 5.1 Review meetings will take place between Colchester Borough Council, Essex County Council, Arts Council England and Firstsite in the period of the agreement. The meetings shall be attended by the relevant officer(s) of the Council and partner stakeholders and Executive staff of Firstsite
- 5.2 The Portfolio Holder and Firstsite Management may be asked to sit before a Scrutiny Panel to monitor performance and achievements. As such, the bi-annual review process should be seen as an opportunity to ensure that the Portfolio Holder can evidence performance within their area of responsibility.

## 6.0 Acknowledgement of funding

- 6.1 Firstsite will acknowledge its financial assistance from CBC in all marketing and communication materials in print, electronic, broadcast and other formats.
- 6.2 The organisation is asked to specify particular steps that it will take within the period of this Agreement to promote the support that it receives from the Council in Section 9.

## 7.0 General conditions

- 7.1 The funding provided under this agreement may not be assigned to any other person, association or company other than in the course of delivering the Business Plan and agreed performance targets.
- 7.2 This agreement does not constitute Firstsite as an agent of the Council or otherwise make the Council liable to any person who may take proceedings against Firstsite.
- 7.3 The Council reserves the right to nominate annually a councillor to be a director on the Firstsite Board.
- 7.4 Funds will be repayable in full to the Council in the event of any of the following:
  - i. Misuse of payment received from the Council by Firstsite
  - ii. A breach of the law by Firstsite
  - iii. Petitioning the court for the appointment of an administrator
  - iv. Having a receiver appointed over all or any part of Firstsite's assets
  - v. Being the subject of a petition or resolution for Firstsite's 'winding up'
- 7.5 The Council should be consulted where any change or development in the direction of the organisation's affairs might affect this Agreement.

## 8.0 Breach in agreement

- 8.1 In the event of either the Council or Firstsite notifying the other in writing of a breach in this agreement, the parties shall meet to discuss the alleged breach within 21 days.

## Colchester Borough Council strategic funding for arts organisations 2018/19

- 8.2 Both the Council and Firstsite agree that they have an equal responsibility to reach a practical and reasonable solution to the breach, but if after 12 weeks a solution has not been agreed then the parties mutually agree to arbitration.

### 9.0 Specification of performance targets

- 9.1 The specification of performance targets is developed collaboratively between the Council and Firstsite. The information provided here substantiates the Council's decision to invest public funds and helps to strengthen the partnership delivery model.
- 9.2 Information provided should be set out in line with the Strategic Plan to help to convey to Members, officers and partners how the Council's financial support is an effective and efficient way to deliver services to meet local identified needs.

### 9.3 Performance Overview

Target	Outputs/Report
Deliver four seasons of exhibitions	
Deliver between 125,000 and 150,000 visitors	
Deliver a Film programme with approximate 20%* occupancy from October 2017 onwards (based on Curzon success measure)	
Deliver a comprehensive programme of events and learning activities that engage a broad range of audiences which reflect Colchester's key demographics with regards to Diversity, Disability, Age, Gender, Sexuality, Affluence and Migrant status.	

### 9.4 Community and Audience Development

Target	Outputs/Report
Produce an Audience Development plan with a view to engaging x5 new communities in Firstsite activities across the year	
Deliver x1 major Community event per quarter	
Hold 1:2:1 consultation meetings with x10 hard to reach community groups with a view to developing long term collaborative relationships	
Establish Volunteer pool and build to include x50 continuous Volunteers by end of financial year.	

## 9.5. Governance and Management

Draft and sign off an appropriate short form Business Plan for the period 2019-20 involving all key stakeholders in draft and consultation.	
Complete a new ACE NPO funding agreement including milestones which can be adapted to suit CBC and ECC service level agreements for 2018-2022	
Complete x4 Board Meetings with a focus on Operations and Communications, Vision & Strategy, Diversity & Inclusion, Income Generation & Sustainability.	
Complete a Governance and Policy Review to reflect new Business Plan	

## 9.6. Diversity

Target	Outputs/Report
Deliver against our Diversity Action Plan at least one exhibition per year with an artist sharing protected characteristics.	
Increase audience diversity by 1% over the year	
Appoint x2 new Board members from BAME backgrounds	

## 9.7. Children and Young People

Target	Outputs/Report
Attract 50 schools in total over the financial year. From across Essex, with specific focus on Garrison Schools and Schools in areas of economic disadvantage	
Engage x5 Young Artists and Curators in 1 <sup>st</sup> hand exhibition experience each over the course of the financial year	
Attract 25% of Volunteers with age range under 25.	
Re-establish the YAK Programme with artists from protected characteristic groups	

## 9.8. Older People

Target	Outputs/Report
Attract 20% of Volunteers with age range 60+	
Attract 10% of audiences with age range 60+	
Deliver x1 event through the 'Community Events Programme' targeted at Older.	

## 9.9. Job Creation, sector skills development and contribution to the local economy

Target	Outputs/Report
Deliver x3 Work Experience Placements over the financial year	

## 9.10. Environmental and Economic Sustainability

Target	Outputs/Report
Identify funding to replace lighting system with LEDs and if possible within year, replace the system	
Collate and publish targets to reduce carbon footprint and provide evidence of improvement at regular intervals	
Establish one new major partnership project with another NPO in Colchester and SE region that lead to new sources of income to Firstsite, Colchester and the region.	
Significantly improve Firstsite's commercial activities to meet and exceed targets for the year.	

## 9.11. What are Firstsite's particular plans to promote the support that the Council provides during the period of the agreement?

9.11.1 CBC Logo and acknowledgement of support will appear on all promotional material including x15,000 exhibition guides, new website, fortnightly e-bulletins and social media posts.

9.11.2 Firstsite will continue to deliver a Community events programme which proactively seeks to offer its facilities to specific communities who will benefit from our support such as Colchester Refugee Action, Civic Alliance, Big Sunday etc

9.11.4 Firstsite will regularly present at conferences and events locally and nationally to raise the profile of CBC's investment in culture.

9.11.5 Firstsite will attend Independent Advisory Group meetings, Creative Colchester meetings, SECEN meetings and University of Essex Digital Programming Advisory Group meetings to continue to support strategic activities in the area

### 9.12. Please outline the way in which your organisation meets relevant local, regional and national strategies including the Council's Strategic Plan 2018-21

#### **Local**

9.12.1 Firstsite will enter into a Memorandum of Understanding between itself, The Mercury Theatre, Colchester Art Centre and Colchester & Ipswich Museums in order to better facilitate inter-organisational collaboration at all levels of our activities including sharing training opportunities, agreeing data sharing methods and shared box office systems.

9.12.2 Firstsite will take a proactive leading role in the delivery of project outcomes for the Creative Colchester Strategy and Board.

9.12.3 Firstsite is now a member of the Visit Essex Consortium, the One Colchester Volunteer strategy group and University of Essex LGBT Action Group

#### **Regional**

9.12.4 Firstsite is collaborating on an Ambition for Excellence project with Arts Council support to increase levels of regional cultural activity. The project is in collaboration with Wysing Arts Centre and Kettles Yard in Cambridge.

#### **National**

9.12.5 Firstsite is a member of the +Tate network of galleries that regularly meet to share best practice and collaborative opportunities as well as visiting other organisations to see first hand activity in other regions of the UK.

9.12.6 Firstsite is proactively drawing high profile exhibitions and projects such as the forthcoming 14/18NOW commission and Bronze Age in collaboration with Hauser & Wirth Gallery both of which will generate national news coverage for Firstsite and Colchester.

9.12.7 Firstsite is a commissioning partner in the 1<sup>st</sup> ever statue of a woman by a woman for Parliament Square. Other commissioning partners are the Mayor of London and HM Government.

## 11.0 Acceptance

- 11.1 Upon signing this agreement, the organisation agrees to the terms and conditions of funding and use reasonable endeavours to meet the performance targets and monitoring framework that have been outlined above.

### On behalf of Firstsite

**Signed** (Executive Director)

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**Name** (please print)

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### On behalf of Firstsite

**Signed** (Chair of the Board)

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**Name** (please print)

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### On behalf of Colchester Borough Council

**Signed** (Portfolio Holder)

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**Name** (please print)

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### On behalf of Colchester Borough Council

**Signed** (Officer)

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**Name** (please print)

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