

Funding Agreement between Colchester Borough Council and Colchester Arts Centre

1.0 Introduction

- 1.1 Colchester's vibrant cultural offer is one of the Borough's unique selling points and something that Colchester Borough Council (CBC) looks to support and sustain, working with partners to align policy and funding to help deliver key social and economic outcomes through investment in the arts.
- 1.2 As Arts Council England (ACE) National Portfolio Organisations (NPOs) The Mercury Theatre, Colchester Arts Centre (CAC) and Firstsite are key partners, together providing leadership, capacity, and innovative programmes of delivery that contribute to making Colchester a great place to live, learn, work and visit.
- 1.3 CBC provides core revenue grants to these organisations under the Strategic Arts Partner programme; to contribute to the delivery of the Council's Strategic Plan including the development of a new Cultural Strategy for Colchester; and to support Creative Colchester, a framework for enhancing the impact of the arts and creative industries on the local economy.
- 1.4 As part of the Council's commitment to transparency, quality and performance management systems, the organisations that receive CBC funding must set out clear objectives and provide performance and sector data so that the value provided through this partnership can be measured, evaluated and improved.
- 1.5 In normal circumstances in addition to confirming the monitoring process and funding, this document sets out pre agreed performance targets for the year. However due to the impact of Covid 19 on Colchester Arts Centre's operations it is acknowledged that planned activity will be severely curtailed and setting performance targets for this unprecedented and uncertain time is unrealistic. Instead this document will record retrospectively the activity undertaken by the organisation during the funding period to secure its future, including the completion of the current capital project; deliver alternative programming adapted to the conditions, and in the collaboration with the Council and One Colchester partners towards the community response to Covid 19.

2.0 Scope and Financial Arrangements

- 2.1 Between 1 April 2020 and 31 March 2021, the Council will fund CAC to the amount of £48,175. This funding was agreed by the Cabinet and full Council in line with the budget strategy to support the core operations of the organisation.
- 2.2 The Council has released this funding upfront in the first half of the year to support the organisation through the disruption to operations caused by Covid 19.

- 2.3 Any financial investment that the Council needs to make under its obligations as the owner of the theatre buildings is deemed to be outside of this agreement. However, any tenant responsibilities that CAC holds are considered to be within this agreement.
- 2.4 On signing this Agreement, CAC recognises that it is in receipt of public funding and accepts responsibility for providing evidence of eligibility and collecting qualitative and quantitative performance data where applicable to the current circumstances.
- 2.5 Where appropriate and possible within current resources, Colchester Borough Council will provide non-financial support to CAC 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, CAC 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 CAC must supply on request 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 CAC must supply on request operations information to CBC, including a budget to cover the same period as the funding agreement (it is acknowledged this may be subject to amendment during the year as a result of Covid 19) and a copy of the audited accounts from 2019 - 20 when available.
- 4.2 Throughout the term of the agreement, CAC must submit quarterly budget reports if required and invite a Council representative to observe Board meetings if appropriate. The organisation will also participate in an annual review meeting, as outlined below.
- 4.3 At the end of the agreement period, the organisation must provide audited accounts and submit performance data (it is acknowledged the latter will be impacted by Covid 19) and other evidence in support of the organisation having delivered value for the Council's investment in this financial year.

5.0 Bi-annual review process

- 5.1 A review meeting will take place between Colchester Borough Council and Colchester Arts Centre at least once during the period of the agreement. The meetings shall be attended by the Portfolio Holder (PFH), relevant officer(s) of the Council and Executive staff of the Mercury Theatre.
- 5.2 The Portfolio Holder and CAC 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 CAC 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 steps that it has taken 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 while delivering the Business Plan and agreed performance targets.
- 7.2 This agreement does not constitute CAC as an agent of the Council or otherwise make the Council liable to any person who may take proceedings against CAC.
- 7.3 The Council reserves the right to nominate annually a councillor to be a director on the Colchester Arts Centre 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 CAC
 - ii. A breach of the law by CAC
 - iii. Petitioning the court for the appointment of an administrator
 - iv. Having a receiver appointed over all or any part of CAC's assets
 - v. Being the subject of a petition or resolution for the Colchester Arts Centre'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 Colchester Arts Centre notifying the other in writing of a breach in this agreement, the parties shall meet to discuss the alleged breach within 21 days.

- 8.2 Both the Council and CAC 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 End of year performance review to be completed Apr 2021

PROGRAMMING

The bringing forward of Capital Works due to Covid 19, whilst being of obvious expediency, has meant that venue-based programming (albeit of the online kind) was limited up until December 2021. That said we have still been able to make a continued offering whilst the building remains closed, comprising:

Online Broadcast Shows

Performances and workshops, both live and pre-recorded, available to view or bookable via our website. Events ranged from an online interactive magic show, reprises of classic arts centre favourites with live Q&A sessions, commissioned performance / live art through to poetry workshops and an in-venue live broadcast of our traditional favourite Christmas Poetry bash featuring John Cooper-Clarke and Martin Newell with a huge international audience.

We Are The King of Ventilators - a Colchester Arts Centre co-commission

Richard Layzell: Not Green

Mark Thomas: Showtime From The Frontline

A Kind of Magic Hosted by Magical Bones (6 shows)

Mark Thomas: Serious Organised Criminal

Platform 4: Invisible Music - A Digital Meditation on Hearing Loss

Livewire Colchester with Luke Wright, Molly Naylor, Maria Ferguson & More

Mark Thomas: The Red Shed

Mark Thomas: Cuckooed

Best before: The Mark Thomas Comedy Product Vintage Cuts 1

Poetry Writing Workshop with John Hegley (2 workshops)

A Christmas Carol - Live From Ant's House (2 Shows)

I Wanna Be Yours At Christmas with John Cooper-Clarke, Martin Newell & Special Guests

Best Before: The Mark Thomas Comedy Product Vintage Cuts 2

We were able to bring another Yuletide favourite in the form of Director Anthony Roberts's live reading of A Christmas Carol, streamed live from his house. This was a valuable learning experience and has laid the

groundwork for delivering future in-house produced live streamed events, and achieved an audience of 700+ across two nights, raising in excess of £5,000 for Colchester's Night Shelter.

Much more work was planned which sadly had to be cancelled due to the fluid nature of restrictions at the time, including a Christmas socially-distanced Kids Show with the ever popular Theatre of Widdershins, a Coats For Colchester donation event and a live Broadcast gig with post-show Graveyard Q&A from Goth / Black Metallars Cradle of Filth.

Live Performance in Colchester Castle Park

We delivered a Stand Up Comedy Quadruple bill, headed by local compere Jo Fletcher-Cross at the bandstand in Colchester Castle Park. Seating with socially distanced with strict Covid Safe protocols enforced. Strong appetite for live performance was clearly in evidence with the show selling out within an hour. Production lights and sound was kindly donated by local company Audio Plus, stepping up to help despite their business suffering greatly during the pandemic.

Ant's Daily Poems

Every day since Lockdown was enforced, Arts Centre Director Anthony Roberts has read a poem to help uplift the spirits. Posted online across our social media and youtube, the poems have quite a following, along with Anthony's now voluminous beard which he has vowed not to cut until the venue re-opens.

We are the only venue in the UK to have produced fresh online content everyday throughout the pandemic. Every single day something new is emailed directly to those signed up (714) and posted across the social media platforms, facebook, twitter, Instagram. Each day the poem is seen and enjoyed by approximately 750 people. Making a total of 259,000 viewings of poetry since lockdown.

COMMUNITY RESPONSE TO COVID 19

Anthony's poems have also been offered as an outreach service to anyone in the community who feels they'd benefit from them. He conducted covid-safe socially distanced readings outside a number of care homes, and even a solicitors, as seen on BBC's Look East:
<https://www.youtube.com/watch?v=MPkrxY4jgsM>

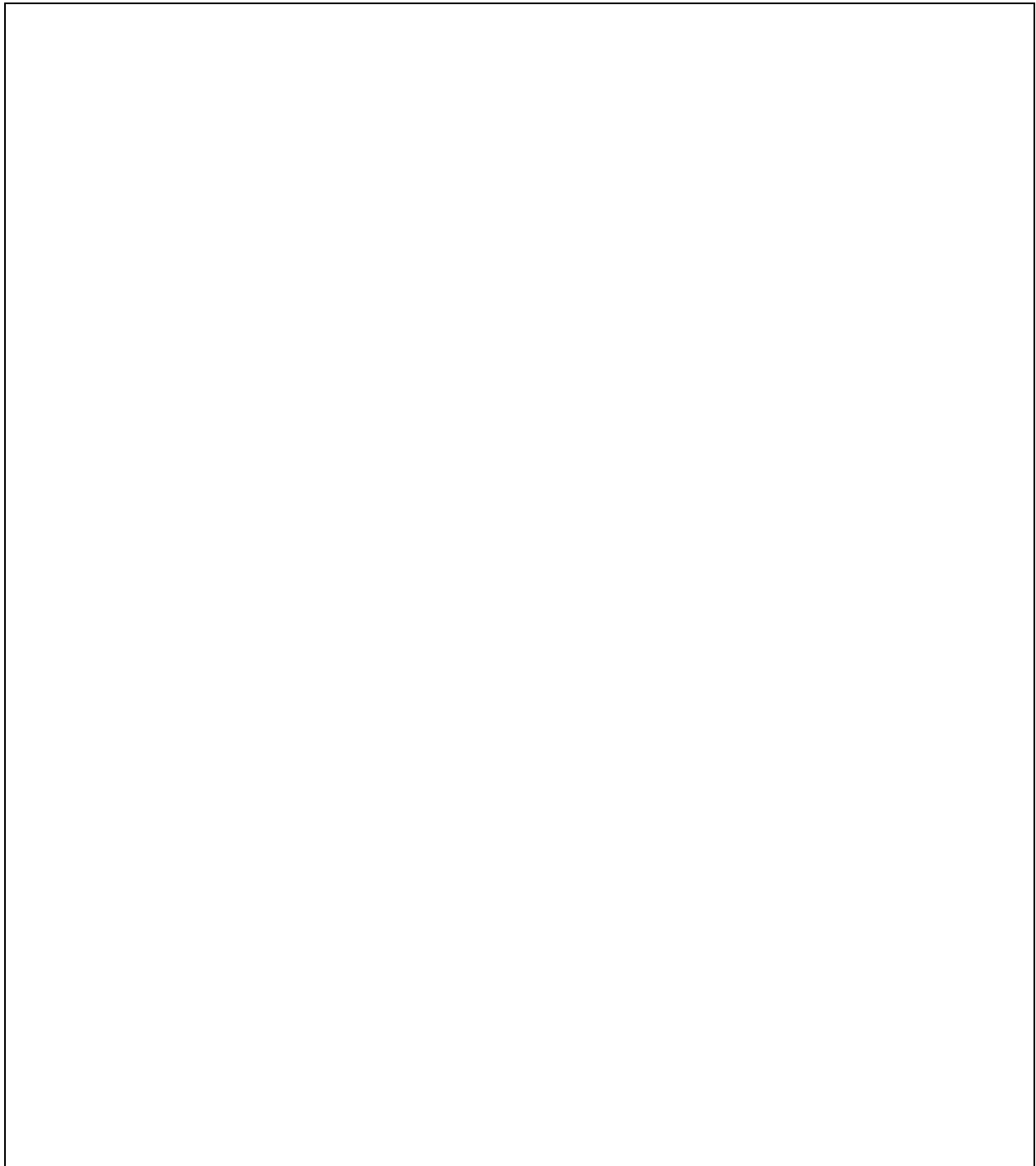
Later he was able to offer a Dial A Poem Service which saw an enthusiastic take-up.

We've been an active member of One Colchester network chaired by Pam Donnelly – also participating in the Green Initiative Webinar,

Modern Slavery Webinar, Anti Racist Webinar.

CAPITAL PROJECT

We advanced the planned capital project. This has seen the arts centre introduce new gender neutral toilets, new facilities for disabled performers backstage, new seats full redecoration and introduction of art work. Total project costs £816,000



11.0 Acceptance

Colchester Borough Council strategic funding for arts organisations 2020/21

- 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 Colchester Arts Centre	Date	
--	-------------	--

Signed (Director)

Name (please print)

Signed (Portfolio Holder)

Name (please print)

On behalf of Colchester Borough Council	Date	
--	-------------	--

Signed (Officer)

Name (please print)
