

DELEGATED DECISION NOTIFICATION

REF NO¹

D34227

SERVICE AREA

Chief Executive's

SUBJECT²

Grant Agreement to Marketing Leeds 2008-09

DECISION³

COUNCIL FUNCTION <input type="checkbox"/>	EXECUTIVE DECISION (KEY) <input checked="" type="checkbox"/>	EXECUTIVE DECISION (MAJOR) <input type="checkbox"/>	EXECUTIVE DECISION (OTHER) <input type="checkbox"/>
NOT SUBJECT TO CALL IN	⁴ EXEMPT FROM CALL IN: NO	⁴ EXEMPT FROM CALL IN: YES / NO	NOT SUBJECT TO CALL IN

In accordance with the Council's agreed budget for 2008-9, a grant of £400,000 is payable to Marking Leeds Limited to undertake a range of activities as detailed in the attached grant agreement.

AFFECTED WARDS

None

ADVICE SOUGHT

	Yes	No
Legal	✓	<input type="checkbox"/>
Finance	✓	<input type="checkbox"/>
Personnel	<input type="checkbox"/>	x
Equal Opportunities	<input type="checkbox"/>	x
Other (please specify)	<input type="checkbox"/>	x

¹ This reference number will be assigned by Governance Services and notified to you

² A brief heading should be inserted

³ Brief details of the decision should be inserted. This note must set out the substance of the decision, options considered and the reason for deciding upon the chosen option, although care must be taken not to disclose any confidential or commercially sensitive information. Guidance on the substance of the note is available from Governance Services

⁴ For Key and Major decisions only. If exempt from Call In details to be provided in the report. The Call In period expires at 5.00 pm on the 5th working day after publication. Scrutiny Support will notify decision makers of matters called in by no later than 12.00 noon on the 6th day.

DECLARED OFFICER / MEMBER INTERESTS⁵ James Rogers and Jean Dent represent the council as Directors on the Board of Marketing Leeds.

DISPENSATION BY STANDARDS COMMITTEE DATE:

BACKGROUND PAPERS⁶ Grant Agreement between Leeds City Council and Marketing Leeds 2008-09

CONFIDENTIAL REPORT YES NO RULE NO 10.4⁷ ()

	Yes	No	Date
Executive Member	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ward Councillors	<input type="checkbox"/>	<input type="checkbox"/>	_____
Chief Officers Affected	<input type="checkbox"/>	<input type="checkbox"/>	_____
Others (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	_____

CONTACT PERSON James Rogers CONTACT NO 22 43579

AUTHORISED SIGNATORY⁸  DATE: 18 August 2008

	KEY	MAJOR	OTHER
⁹ *First publication (5 day notice)	20/8/08		
Commencement for Call In	1/9/08		
Last date for Call In	8/9/08		
Implementation Date	9/9/08		

• If key decision not on Forward Plan, the reason and need that the decision be taken are that:

⁵ No officer having a pecuniary interest in any matter should take a decision in relation to that matter. Other interests of a non-disqualifying nature should be recorded here.
⁶ A separate Index should be prepared if necessary. ALL DOCUMENTATION UPON WHICH THE DECISION WAS BASED MUST BE RETAINED AND BE READILY ACCESSIBLE SO IT CAN BE PRODUCED SHOULD THE DECISION BE CHALLENGED
⁷ Access to Information Procedure Rules
⁸ The signatory must be duly authorised by the Director to make the decision in accordance with the Department's scheme. It is not acceptable for the signature to be 'pp' for an authorised signatory. For Key Decisions only, the date of the authorised signature signifies that, at the time, the Officer was content that the decision should be taken. However, should representations be received following public availability of reports the signatory will consider the effect which such representations should have upon the final decision.
⁹ Governance Services will enter these dates

Funding agreement between Leeds City Council and Marketing Leeds

2008/09



This is a funding agreement between:

"THE COUNCIL"	"THE ORGANISATION"
Leeds City Council Chief Executive' Office 3 rd Floor East Civic Hall LS1 1UR	Marketing Leeds 53 The Calls Leeds LS2 7EY

Represented by:

"THE COUNCIL"	"THE ORGANISATION"
Paul Rogerson Chief Executive	Deborah Green Chief Executive

This agreement sets out the responsibilities of Leeds City Council and Marketing Leeds in respect of funding granted to Marketing Leeds in 2008/09.

1.0. Date

1.1. 1 July 2008

1.2. The agreement shall cover the period 1.4.08 to 31.3.09

2.0. Purpose of this Agreement

The purpose of this Agreement is:

- To regulate the payment of grant aid funding for the year ending 31 March 2009
- The terms and conditions of grant aid funding by the Council
- To provide a basis for the relationship between the Council and the Organisation, without compromising the independence of either party.

3.0. Principles of the Agreement

The Council and the Organisation agree the following:

- 3.1 The Agreement recognises that the Organisation is established to pursue the objectives set out in its Business Plan and operate in accordance with its policy statement
- 3.2 The Council is providing these funds to enable the Organisation to pursue its core operating principles which are to:

- Provide a leadership role for the city's destination marketing, acting as a catalyst for change and challenging the status quo where necessary.
- Co-ordinate an integrated communications strategy, promoting Leeds as a first-choice destination.
- Re-energise the city's marketing, and delivering innovative marketing and promotional campaigns to attract visitors, encourage creativity, engage local communities and deliver real economic impact.
- Secure and co-ordinate commitment, support and creative collaboration from key business sectors in the city, delivering measurable benefits to all stakeholders. Working in partnership with public agencies, business and our multi-cultural society.
- Be focused and deliver tangible commercial results, maximising the economic and promotional impact.

3.3 Variations to this funding agreement can only be made by specific written agreement between representatives of the Organisation and the Council.

3.4 The Council's requirements may be altered from time to time by mutual agreement between the parties.

3.5 Funding is subject to the receipt of regular satisfactory progress reports to the Board of Marketing Leeds which detail progress against the objectives and criteria laid down in the Organisation's Business Plan.

3.6 Funding in subsequent years is subject to the satisfactory fulfilment of the organisation's obligations in relation to this Agreement and satisfactory performance according to the criteria laid down in the Organisation's Business Plan.

3.7 If, at any time, a change in the level of funding becomes necessary, the Council will endeavour to give the organisation three months notice before implementing any change.

3.8 The parties hereto agree that the Funds shall be the Organisation's sole entitlement to money from the Council in relation to the Services and associated matters, unless specifically agreed otherwise.

4.0 Funding

4.1 The funding of £400,000 for 2008/09 will be paid by the Council to the Organisation in quarterly instalments of £100,000 in advance, following receipt of a signed copy of this funding agreement and subject to the receipt of the regular progress reports to the Marketing Leeds Board.

5.0 Insurance

5.1 The Organisation shall maintain employers' liability insurance to a minimum value of ten million pounds and public liability insurance to the value of five million pounds or such other value as is agreed between the parties with a reputable insurance firm. The Organisation shall also provide such documentary evidence that the levels of insurance are being maintained in accordance with this clause and at such times as are required by the Council.

6.0 Obligations of Marketing Leeds

6.1. The vision of Marketing Leeds is: to raise the profile of Leeds as a vibrant, dynamic, internationally competitive city and as the gateway to its region. In particular Marketing

Leeds supports the three aims of the Vision for Leeds 2004-2020 – going up a league, narrowing the gap and developing Leeds' role as the regional capital.

- 6.2 Funding from the Council will support the activities of the company in pursuit of the above objectives. The primary objective of the company is to raise the profile of Leeds nationally and internationally - 'Leeds. The place to do business, to visit and to study.'
- 6.3 Areas of activity for 2008-9 include:
- Continue to recruit support from the leaders of the Leeds community and extend the Leeds Champions scheme
 - Provide showcasing opportunities to allow the sectors to represent themselves
 - Position Leeds as a thriving city in regional, national and international media to attract new business and the best people
 - Communicate the bright future of Leeds through research, PR and events
 - Work closely with Leeds city partners to maximise opportunities and avoid duplication
 - To act as a catalyst for collaboration
 - To co-ordinate activity for maximum impact
 - To demonstrate support for the Leeds City Region / wider Yorkshire context
- 6.4 General obligations include:
- 6.4.1 The Organisation will use all reasonable endeavours to meet the target outcomes and performance indicators as detailed in the Business Plan.
- 6.4.2 The Organisation shall perform its duties using all skill, care and attention as that of a reasonable competent body carrying out the same business as the Organisation.
- 6.4.3 The Council will share relevant information with the Organisation about the functions to be carried out under the agreement.
- 6.4.4 The Organisation will provide information for the Council, and abide by general and special conditions, if any, as detailed in the Funding Agreement.
- 6.4.5 The Organisation shall keep confidential at all times all information which comes into its possession relating to this Agreement, excepting when:
- it has the Council's prior written consent;
 - the information is requested by the Council as part of this Agreement;
 - required to do so by Law or Statute.
- 6.4.6 The Organisation shall abide by all relevant Health and Safety Legislation and Regulations at all times.
- 6.4.7 The Organisation is not and shall not in any circumstances hold itself out as being the servant of the Council for any purpose other than those expressly conferred by this Agreement.
- 6.4.8 The Organisation is not and shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance variation or release or discharge of any obligation.

- 6.4.9 The staff of the Organisation are not and shall not hold themselves out to be and shall not be held out by the Organisation as being servants or agents of the Council for any purpose other than that expressly conferred by this Agreement.
- 6.4.10 The Organisation must take all reasonable steps including all preliminary investigations and enquiries to prevent the risk of fraud to the Council. Where such preliminary investigations suggest the possibility of fraud or other irregularity affecting the resources of the Council the Organisation shall immediately inform the Council.
- 6.4.11 The Organisation shall at all times abide by the Human Rights Act 2000.
- 6.4.12 Funded organisations must not contravene the Local Government Act of 1986, regarding the publication of political material.
- 6.4.13 The Organisation must be aware of the principles of equal opportunities, and is responsible for implementing an equal opportunities policy in all aspects of its activity.
- 6.4.14 The Organisation must carry out its business within any other relevant government legislation, including that to do with employing staff. The Organisation is responsible for getting any licenses, permissions and insurances that are necessary by law.

7.0 Financial Monitoring

- 7.1 The Organisation shall keep and maintain accurate financial records of its transactions and shall provide copies of the annual audited accounts to the Council and provide financial information at such other times as reasonably requested by the Council.
- 7.2 The Council shall be entitled to withhold any or all of the Funds paid throughout the duration of this Agreement and/or to require re-payment of part or all of such Funds in the event of any of the following circumstances:
- 7.2.1. The Organisation does not spend the full amount of such Funds;
- 7.2.2. Any of the information provided by the Organisation in order to access the Funds is found to be substantially incorrect or incomplete.
- 7.2.3. The Organisation is in breach of any term of this Agreement and has failed to remedy such breach within twenty eight days of receipt of notice of such breach from the Council.
- 7.3 The Council may suspend payment of the Funds if the Organisation does not provide the Council with a copy of the Audited accounts within 1 month of publication. Commencement of the payment of the Funds shall be dependent upon the Council's approval at its sole discretion upon submission of the audited accounts.
- 7.4 The Funds shall only be used for the purposes of this Agreement. The Council may require repayment of all the Funds paid under this Agreement or such part thereof as the Council deems appropriate in its sole discretion should the Funds be used for purposes outside the scope of this Agreement.

8.0 Performance Monitoring

- 8.1 The Organisation shall provide the Council with regular reports and financial statements which will detail areas of activity and progress against objectives and specify how the funding received from the Council in 2008/09 has been used.

- 8.2 The Organisation shall provide all relevant information and related materials, at such times as the Council shall reasonably request such items, in order for the Council to monitor, evaluate and review the Organisation's performance with regard to the Council's requirements in respect of this Agreement.
- 8.3 The Organisation will use the Leeds City brand on all appropriate marketing materials and the Leeds City Council logo where appropriate, particularly where partnership support and activity is apparent, as laid out in the Corporate Identity Guidelines. The Organisation will provide the Council with a copy of all marketing materials produced.

9.0 Termination

- 9.1 In the event that the Organisation is in breach of this Agreement the Council shall serve notice on the Organisation of such breach. Should the breach not be remedied within twenty eight days of the receipt of such notice, the Council may terminate this Agreement forthwith without further notice and reclaim such quantity of the Funds as the Council deems appropriate in its sole discretion in the circumstances.
- 9.2 The Council shall be entitled to cancel this Agreement and to recover from the Organisation the amount of any loss resulting from such cancellation if:
- 9.2.1 The Organisation shall have offered or given or agreed to give to any person any gift or consideration of any kind inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other contract with the Council;
- 9.2.2 Or the like acts shall have been done by any person employed by the Organisation or acting on its behalf (whether with or without the knowledge of the Organisation);
- 9.2.3 Or in relation to any contract with the Council, the Organisation or person employed by it or acting on its behalf shall -
- have committed any offence under the Prevention of Corruption Acts 1889 to 1916; or
 - have given any fee or reward the receipt of which is an offence under S.117(2) of the Local Government Act 1972.
- 9.3 Any disputes or differences arising as between the Council and the Company as to their respective rights duties or obligations or as to any other matter or thing arising out of or connected with the subject matter of this Agreement (other than as herein provided) shall be referred in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator to be agreed upon by the parties or failing agreement within seven days of a written request by one of the parties requesting such agreement then (upon the request of either of the parties) to a person nominated as arbitrator by the President for the time being of the Royal Institution of Chartered Surveyors.
- 9.4 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers and obligations in the exercise of its functions as a local authority.

10.0 Indemnity

- 10.1 The Organisation shall indemnify the Council against any loss claim and expenditure (over and above that required for the Council's proper performance of this Agreement) resulting from the performance of the Organisation excepting in so far as such loss claim and expenditure is the result of the Council's negligence.

10.2 Without prejudice to the generality of clause 10.1, the Organisation shall indemnify the Council against any loss claim or expenditure resulting from the Organisation's breach of clause 6.4.11.

11.0 Declaration

This Agreement was signed by:

.....	Date.....
For Leeds City Council	
And	
.....	Date.....
For Marketing Leeds	