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## PARTNERSHIP AGREEMENT BETWEEN THE TASMANIAN ARBORETUM INC AND DEVONPORT CITY COUNCIL

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### 1.0 PURPOSE

This Agreement establishes a set of principles and obligations in relation to funding arrangements and activities between the Devonport City Council (the Council) and the Tasmanian Arboretum Inc (the Arboretum) to assist with the ongoing sustainability of the Tasmanian Arboretum.

### 2.0 TIMEFRAME

This Agreement is for a period of two (2) years from the date of signing and is to be reviewed every twelve (12) months.

### 3.0 THE PARTIES

#### 3.1 Tasmanian Arboretum Inc

Owns and operates a 66ha botanical tree park at Eugenana. The Collections contain over 5,000 woody plants representing over 1,000 species that tolerate the climatic and edaphic factors pertaining.

Trees and shrubs are planted in groups according to their geographical origins representing the temperate areas of the world in biogeographical Collections of woody plants.

The artificial lake allows visitors to enjoy swans, other birdlife and platypus. There are several limestone outcrops and related industrial heritage gathered into an interpretive walk, and remnant lowland vegetation.

Melrose Creek and the Don River flow through the undulating property and there is an artificial lake as a central feature.

There is some interpretative signage and labelling for general education. The park provides a living tree reference in addition to a peaceful countryside setting, which delights visitors.

Infrastructure and equipment includes a propagation nursery and office used by volunteer workers, a volunteer run kiosk and a service area for storing the grounds maintenance machinery.

Weather related events permitting, the Park is open daily to visitors from 9AM to sunset.

#### 3.2 Devonport City Council

The Devonport City Council is the principal Local Government Authority in the Mersey Region and is committed to excellence in Local Government through the responsive, cost effective and equitable provision of services to the City and the enhancement of the quality of life of its residents.

#### **4.0 DEVONPORT STRATEGIC PLAN 2009-2030**

This Agreement supports the following priorities of the Devonport Strategic Plan 2009-2030.

Strategy 4.1.3 Promote passive recreational usage including walking, bike paths, trails, parks and playspaces.

Strategy 5.1.2 Pursue opportunities for cooperative initiatives including resource sharing with other Councils, organisations and community groups.

#### **5.0 OBLIGATIONS OF THE PARTIES**

The Council and Tasmanian Arboretum agree to:

- 5.1 Engage in timely, cooperative and meaningful consultation and negotiation regarding activities which affect this Agreement
- 5.2 Relate to the other party in a manner that is coordinated and consistent.
- 5.3 Subject to privacy legislation and policies, share relevant data and information to inform strategic planning and service delivery.
- 5.4 Develop processes to promote a common understanding of mutual priority needs.
- 5.5 Meet once per year to review the effectiveness of this Agreement.

#### **6.0 STATEMENT OF RESPONSIBILITIES**

##### **6.1. The Tasmanian Arboretum will:**

- 6.1.1 Continue to develop the site in accordance with the Arboretum's Strategic Plan, providing an additional open space resource to the Devonport Municipality and Botanical Asset for the region.
- 6.1.2 Run a number of community events including but not limited to Arbor Week (May/June).
- 6.1.3 Undertake a marketing program.
- 6.1.4 Partner with Council in delivering joint promotional / media activities
- 6.1.5 Prepare content on the Arboretum for the Devonport City Council's communications mediums.
- 6.1.6 Apply for relevant grants for specific projects.
- 6.1.7 Manage the Arboretum volunteers, including ensuring new volunteers complete a registration form, have a police check and complete timesheets. Provide the Council with a position description for volunteers to be promoted as an option for volunteers that approach the Council.
- 6.1.8 Provide Council with a copy of public liability and personal accident insurance.
- 6.1.9 Maintain links with other Arboretums and Botanical Gardens, including attending relevant workshops and conferences.
- 6.1.10 Provide relevant data to support Council's strategic planning and reporting.
- 6.1.11 Promote Council's support to members, the broader community and the media in a positive manner.
- 6.1.12 Include Council's branding in relevant promotional material.
- 6.1.13 Provide an annual report to Council of activities undertaken in relation to the Agreement.
- 6.1.14 Provide an annual financial statement which identifies of how the partnership agreement funds were expended.

## 6.2 The Devonport City Council will:

Assist in the marketing and promotion of the Tasmanian Arboretum events through Council's communication mediums Facebook, Internet, Visitor Information, a listing in the Devonport Tourist Map);

- 6.2.1 Assist with promoting the Tasmanian Arboretum to potential volunteers.
- 6.2.2 Sponsor grant applications upon request.
- 6.2.3 Provide a Councillor to represent Council on the Tasmanian Arboretum Board of Management.
- 6.2.4 Make a payment of \$22,000 (GST incl) per year for two years commencing 1 July 2020 to the Tasmanian Arboretum to assist in the ongoing operations of the group.
- 6.2.5 Provide Council officers to assist with revision of strategic documents, including the development of succession plans.

*Note: this agreement excludes the Tasmanian Arboretum from accessing additional funds through Council's Financial Assistance Scheme.*

## 7.0 PERFORMANCE INDICATORS

The following indicators will assist in measuring the effectiveness of The Agreement.

Indicator	Provided By	Frequency
Number of members/volunteers	Tasmanian Arboretum	Annually
Number of events	Tasmanian Arboretum	Annually
Number of trees planted	Tasmanian Arboretum	Annually
Number of Tasmanian Arboretum activities promoted	Council	Annually

## 8.0 KEY MILESTONES

Description	Provided By	Target Date
Payment 1	Council	31 July 2020
Annual report – Year 1	Tasmanian Arboretum	30 May 2021
Payment 2	Council	31 July 2021
Annual report – Year 2	Tasmanian Arboretum	30 May 2022

## 9.0 RELATIONSHIP OF THIS AGREEMENT TO OTHER DOCUMENTS

This Agreement is not intended to supersede or alter existing contractual or other agreements between Council and the Tasmanian Arboretum.

## 10.0 MANAGING DIFFERENCE, EVALUATION AND REVIEW

The parties agree to work constructively to honour the terms of the Agreement.

The parties agree that in the event of a party stating that one or more undertakings in the Agreement is not being fulfilled that the parties will use best endeavours to ensure that the undertaking is satisfied or that an alternative solution is agreed.

If the Tasmanian Arboretum otherwise fail to comply with the terms of the Agreement after having been given 30 day's notice to rectify, the Council may terminate this Agreement. The Tasmanian Arboretum may terminate the Agreement at any time providing Council with reasoning and 30 day's notice. If the Agreement is terminated, the Tasmanian Arboretum will refund a proportion of monies paid in the given financial year.

The parties agree to monitor the implementation of the Agreement and evaluate its effectiveness on an annual basis; however the Agreement can be amended with the agreement of both parties at any time.

Two-way feedback and monitoring will be through the Tasmanian Arboretum President and Council's delegated Officer.

**11.0 SIGNATORIES OF THE PARTIES**

Executed as an Agreement

**Signed for and on behalf of the Devonport City Council**

Name: Matthew Atkins

Position: General Manager

Signature: .....

Date: July 2020

**Signed for and on behalf of the Tasmanian Arboretum Inc**

Name: Phil Parsons

Position: President

Signature: .....

Date: July 2020