

**FINANCIAL SUPPORT AGREEMENT
BETWEEN
DEVONPORT CITY COUNCIL
&
JULIE BURGESS INCORPORATED**

JULY 2020 – JUNE 2025 (5-YEAR AGREEMENT)

1.0 PURPOSE

This Agreement establishes a set of principles and obligations relating to funding arrangements between the Devonport City Council (herein Council) and Julie Burgess Incorporated (herein Committee) to ensure the ongoing preservation and operation of the historic sailing vessel, known as Julie Burgess.

NOTE: The relationship between the parties is not a partnership at law.

2.0 TIMEFRAME

This agreement is for a period of five (5) years from the date of signing and is to be reviewed every twelve (12) months.

3.0 DEVONPORT STRATEGIC PLAN 2009-2030 RELEVANT PRIORITIES

Strategy 3.2.1 Support tourism through the provision of well-designed and managed infrastructure and facilities

Strategy 3.2.2 Support regional tourism development through productive relationships with regional partners and State and Federal Government

Strategy 3.2.3 Facilitate a pro-active approach by business to embrace tourism opportunities

Strategy 4.3.1 Develop and implement initiatives to preserve and maintain heritage buildings, items and places of interest

4.0 EXPECTATIONS OF JULIE BURGESS INCORPORATED

The Committee is responsible for the ownership, preservation, maintenance, operation, marketing and promotion of the Julie Burgess.

Objectives

4.1 Adhere and comply with all relevant statutory requirements to own and operate a vessel of its type as a public sailing vessel, included insurance and survey certification;

4.2 provide ongoing conservation and maintenance of the Julie Burgess;

- 4.3 provide a relevant tourism experience, as public sailings on the Julie Burgess;
- 4.4 promote the maritime history of Devonport;
- 4.5 generate public support for the Julie Burgess;
- 4.6 attend the biennial Australian Wooden Boat Festival and promote the City of Devonport;
- 4.7 Meet national benchmark standards for sustainable Heritage Management of a community asset.

5.0 BENEFITS

The Agreement has the potential to result in a range of benefits including, but not limited to:

- 5.1 the preservation of the Julie Burgess;
- 5.2 increased volunteerism in the community;
- 5.3 promotion of Devonport as a location for heritage tourism;
- 5.4 increased regional tourism;
- 5.5 increased communication between Council and the Committee;
- 5.6 opportunity to showcase best-practice Heritage Management.

6.0 PRINCIPLES

This Agreement is based upon a relationship between the parties (Council and the Committee) emphasising cooperation and commitment to the following principles:

- 6.1 understanding and respect for each party's mandates and responsibilities;
- 6.2 each party is responsible for maintaining control of their own affairs;
- 6.3 subject to relevant legislation and policies (i.e. *Financial Management Act 2008*), the transparency of financial relations between the Council and Committee in order to enhance decision-making;
- 6.4 the fostering of opportunities to work collaboratively;
- 6.5 shared focus on ensuring the ongoing sustainability of the operations of the Julie Burgess; and
- 6.6 transparent and timely communication and consultation.

7.0 OBLIGATIONS OF BOTH PARTIES

The Council and Committee agree to:

- 7.1 engage in timely, cooperative and meaningful consultation;
- 7.2 relate to the other party in a manner that is coordinated and consistent;
- 7.3 ensure that specific contracts, arrangements, policies and plans entered into or carried out by the parties are consistent with this Agreement;
- 7.4 subject to privacy legislation and policies, share relevant data and information to inform decision making;

- 7.5 develop processes to promote a common understanding of mutual priority needs; and
- 7.6 develop a process for review of the effectiveness of this Agreement with progress assessed annually from the date that the Agreement comes into effect.

8.0 STATEMENT OF RESPONSIBILITIES

8.1 Devonport City Council will:

- 8.1.1 provide financial assistance to the Committee as detailed in this Agreement;
- 8.1.2 provide a licence, free-of-charge, to the Council owned pontoon, positioned at Reg Hope Park, for the sole purpose of mooring the Julie Burgess;
- 8.1.3 maintain the pontoon at Reg Hope park;
- 8.1.4 not move, or relocate the pontoon without prior consultation with the Committee;
- 8.1.5 not provide any additional mooring at the pontoon without the prior consent of the Committee, which should not be unreasonably withheld; and
- 8.1.6 promote the Julie Burgess as a historical vessel with local maritime significance, and display objects of significance to the Julie Burgess, at the Bass Strait Maritime Centre, for the length of the agreement.

8.2 The Committee will:

- 8.2.1 aim to maintain and preserve the Julie Burgess as a heritage sailing vessel;
- 8.2.2 provide an annual, public sailing program;
- 8.2.3 maintain all regulatory requirements to operate a heritage sailing vessel;
- 8.2.4 ensure the vessel is in survey and certified, and provide Council with evidence;
- 8.2.5 provide Council with a copy of appropriate insurance certificates, including public liability and personal accident insurance;
- 8.2.6 maintain an incorporated, constituted organisation to continue to operate the vessel;
- 8.2.7 pay the cost to register the mooring for the Julie Burgess at Council's pontoon;
- 8.2.8 do not allow any additional moorings to Council's pontoon without prior consent, which would not be unreasonably withheld;
- 8.2.9 pay the cost of electricity and water charges accessed from Council's pontoon;
- 8.2.10 ensure attendance at the biennial Australian Wooden Boat Festival, and promote Devonport as the home port of the Julie Burgess;
- 8.2.11 fly the Devonport City flag when undertaking any public sailings, and in attendance at the Australian Wooden Boat Festival, and keep the flag in good order, and replace the flag when required at the Committee's cost;

- 8.2.12 include Council's branding in relevant promotional material;
- 8.2.13 provide annual passenger statistics to Council;
- 8.2.14 abide by the terms and conditions of the Deed of Gift; and
- 8.2.15 provide audited financial statements which outlines how the Agreement funds were expended.

9.0 EQUIPMENT AND STORAGE

Under this Agreement, Council will permit the Committee to store items pertaining to the operation of the vessel in the Garden Shed on the pontoon. However, Council will retain ownership of the Garden Shed and Chemical Spills Cupboard within the Garden Shed. Any request to relocate the remove the Garden Shed and Spills Cupboard will be considered by Council, but not automatically agreed to.

Any ancillary equipment pertaining to the current operation of the vessel, such as rigging and spare parts, currently in storage by Council, will be gifted to the Committee, as instructed by the Deed of Gift. Council will not continue to store these items on behalf of the Committee, and the Committee will have 90 days from the signing of this Agreement to relocate any item belonging to the Committee stored by Council at the date of signing this Agreement.

10.0 PERFORMANCE INDICATORS

The Committee will need to address each of the measures listed in **Section 8** of this Agreement and provide evidence to Council where required, by way of an Annual Report, or similar.

Failure to report, or to meet the measures as listed in **Section 8** of this Agreement, may result in the withholding of funding, or part thereof.

11.0 KEY MILESTONES

Item	Description	Provided By	Target Date
1	Payment 1, \$50,000 excluding GST	Council	On Invoice post signing of Deed of Gift and Agreement
2	Julie Burgess Annual Report, including but not limited to: <ul style="list-style-type: none"> • Audited Financial Report • Current Insurance and Survey Certificates • Invoice for 'Payment 2' 	Committee	On or After 1 July 2021
3	Payment 2, \$40,000 excluding GST	Council	Upon assessment of Item 2
4	Julie Burgess Annual Report, including but not limited to: <ul style="list-style-type: none"> • Audited Financial Report • Current Insurance and Survey Certificates • Invoice for 'Payment 3' 	Committee	On or After 1 July 2022
5	Payment 3, \$40,000 excluding GST	Council	Upon assessment of Item 4
6	Julie Burgess Annual Report, including but not limited to: <ul style="list-style-type: none"> • Audited Financial Report • Current Insurance and Survey Certificates • Invoice for 'Payment 4' 	Committee	On or After 1 July 2023
7	Payment 4, \$40,000 excluding GST	Council	Upon assessment

			of Item 6
8	Julie Burgess Annual Report, including but not limited to: <ul style="list-style-type: none"> • Audited Financial Report • Current Insurance and Survey Certificates • Invoice for 'Payment 5' 	Committee	On or After 1 July 2024
7	Payment 5, \$40,000 excluding GST	Council	Upon assessment of Item 8

12.0 ADDITIONAL FUNDING

This agreement excludes the Committee from accessing additional funds through Council's Financial Assistance Grants Scheme.

13.0 EXPIRY OF THIS AGREEMENT

This Agreement expires on the 30 June 2025.

14.0 MANAGING DIFFERENCE, EVALUATION AND REVIEW

The parties agree to work constructively to honour the terms of this 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 Committee otherwise fail to comply with the terms of The Agreement after having been given 30 days notice to rectify then the Council may terminate this Agreement. The Committee may terminate the Agreement at any time providing Council with reasoning and 30 days notice. If the Agreement is terminated the Committee 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 Committee Chair (or their nominee) and Council's General Manager.

14.0 SIGNATORIES OF THE PARTIES

Executed as an agreement

Signed for on behalf of the Devonport City Council

Name: Matthew Atkins

Position: General Manager

Signature: _____

Date: _____

Signed for on behalf of the Julie Burgess Committee

Name:

Position:

Signature: _____

Date: _____

DRAFT