



Ordinary Meeting of Council Late Agenda Items

Tuesday 28 May 2019

Ordinary Meeting 6.00pm

Council Chambers, Civic Centre,
Stuart Highway, Katherine

15.2	Visitor Information Centre Partnership Agreement	1-19
15.3	Katherine Aquatic Centre Water Usage Review	20-21

KATHERINE TOWN COUNCIL



REPORT

FOLDER: Legal Documents/Agreements/Visitor Information Centre
Operational Funding

MEETING: ORDINARY COUNCIL MEETING – 28 MAY 2019

REPORT TITLE: VISITOR INFORMATION CENTRE PARTNERSHIP AGREEMENT

Purpose of Report

To seek approval to renew the Visitor Information Centre partnership agreement with Tourism NT for 2018/21.

Background

Katherine Town Council has operated the Visitor Information Centre for the past twelve (12) years on the basis of agreements with Tourism NT, most recently for 12-month terms. The purpose of the funding is to assist the Katherine Town Council in providing visitor services through the Katherine Visitor Information Centre.

Tourism NT is now seeking a continuation of the current service level agreement and funding under a new three-year term for the period 2018/2021. A copy of the agreement is attached for Elected Member information.

OFFICER RECOMMENDATION

That it be recommended to Council:

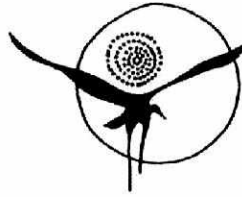
1. That Council approves the renewal of the Visitor Information Centre operational funding agreement with Tourism NT for thirty-six months to 30 June 2021; and
2. That the Mayor and Chief Executive Officer be authorised to execute a three (3) year partnership agreement with Tourism NT for the period 2018/2021 and affix the Common Seal as required.

for 
Robert Jennings

CHIEF EXECUTIVE OFFICER

Delegation: Executive Manager – Corporate & Community Development, Ms Rosemary Jennings

Schedule of Attachments: Partnership Agreement – Visitor Information Services 2018/21



TOURISM NT
NORTHERN TERRITORY
AUSTRALIA

**PARTNERSHIP AGREEMENT
- VISITOR INFORMATION
SERVICES
2018/21**

TOURISM NT
KATHERINE TOWN COUNCIL ("VISP")

PARTNERSHIP AGREEMENT -VISITOR INFORMATION SERVICES

This **AGREEMENT** is made the _____ day of _____ 2019

BETWEEN:

TOURISM NT (ABN 17 435 764 236), Level 8, Charles Darwin Centre, 19 the Mall, Darwin in the Northern Territory of Australia ("**TOURISM NT**")

AND:

KATHERINE TOWN COUNCIL (ABN 47 836 889 865), Civic Centre, Stuart Highway, Katherine, in the Northern Territory of Australia (the "**VISP**")

THE BENEFITS OF VISITOR SERVICING

- Tourism outcomes – visitors have better experiences, stay longer, spend more, come back and tell others. Tourism businesses benefit from more customers.
- Community outcomes – enhanced sense of place and community esteem, focused use of community resources, employment opportunities. Local businesses benefit from visitor expenditure.
- Safety outcomes – enhanced information to avoid visitors getting lost and hurt.
- Environmental and cultural outcomes – directing tourism activity away from inappropriate places and areas susceptible to damage or cultural sensitivity, raised awareness in visitors.

DEFINITION OF VISITOR SERVICING

Visitor servicing is defined as the provision, to visitors to Katherine, of:

- Unbiased information on attractions, events, retail and local services
- Information and/or booking services for accommodation, tours and attractions
- Maps and directional information
- Information on road conditions and transport options
- General advice on meeting visitor needs
- Booking facilities with the outlook to maximize tourism spend
- With the key objective of promoting the Northern Territory and its products

FUNDING

- A. Tourism NT has agreed to provide funding to the VISP in order to assist the VISP to operate the Katherine VIC.
- B. Tourism NT will provide funding to the VISP in accordance with the terms and conditions set out in this Agreement.

FUNDING SCHEDULE

Projects	Project Parameters	Performance Measures	Funding (GST Exc)
Column 1	Column 2	Column 3	Column 4
Visitor Information Services	<ul style="list-style-type: none"> ▪ Provide professional regional information through personnel, services, environment and collateral. ▪ Provide booking facilities to enhance the visitor experience ▪ Maintain working relationships with Tourism Central Australia, Tourism Top End and Battery Hill Mining Centre to ensure effective communication with the tourism industry ▪ Alignment with the key message and branding of Tourism NT on any publications or refurbishment ▪ Where required, support Tourism NT's efforts to enhance the provision of visitor information services throughout the Territory in the future. 	<ul style="list-style-type: none"> ▪ Visitor trends ▪ Reporting on Key Performance Indicators (schedule a) ▪ Provide an acquittal and Key Performance Indicator report (schedule b) by the following dates: <ul style="list-style-type: none"> ▪ 1st report due: 10th Oct 2018 & 2019 & 2020 ▪ 2nd report due 10th Jan 2019 & 2020 & 2021 ▪ 3rd report due 10th Apr 2019 & 2020 & 2021 ▪ 4th report due 10th Jul 2019 & 2020 & 2021 	<p>1 July 2018 to 30 June 2019 \$297,000</p> <p>1 July 2019 to 30 June 2020 \$297,000</p> <p>1 July 2020 to 30 June 2021 \$297,000</p>
Continue to implement the recommendations from the "Katherine Tourism Visitor Services & Partnership" review that was undertaken by Bill Fox (Attachment A)	<p>Continue to develop and implement the following key recommendations:</p> <ol style="list-style-type: none"> 1. Develop and enhance the partnership between TTE and KTC 2. Develop and implement a communication plan between TTE and KTC 3. CEOs of both organisations meet on a regular basis 4. Work with TTE to develop a more flexible approach for non-members to attend the TTE updates 5. Promote Katherine and the region as a 3-4 day experience 	<ul style="list-style-type: none"> ▪ Activities identified in Column 2 are actioned and reported on yearly ▪ Provide updates as part of the acquittal and Key Performance Indicator report (Schedule b) by the following dates <ul style="list-style-type: none"> ▪ 1st report due: 10th Oct 2018 & 2019 & 2020 ▪ 2nd report due 10th Jan 2019 & 2020 & 2021 ▪ 3rd report due 10th Apr 2019 & 2020 & 2021 ▪ 4th report due 10th Jul 2019 & 2020 & 2021 	N/A
		TOTAL	\$891,000

Funding Instalment Each Year (GST Ex)	Funding Instalment Period Each Year	Due date for provision of invoice by VISP
Column 1	Column 2	Column 3
\$148,500	1 July – 1 February	1 February 2019 & 2020 & 2021
\$148,500	2 February – 30 June	1 April 2019 & 2020 & 2021

Operating Hours

November to February

Monday to Friday 0900 to 1500

Saturday, Sunday and Public Holidays 0900 to 1200

March to October

Monday to Sunday 0900 to 1700

Closed: Christmas Day, Boxing Day, New Year's Day and Good Friday

Opening hours may vary according to the visitor demand for services

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Agreement unless the contrary intention appears the following definitions will apply:
- (i) **"Acquittal Reports"** is defined in clause 5(a);
 - (ii) **"Ad-hoc Report"** is defined in clause 5.5(a);
 - (iii) **"Ad-hoc Report Notice"** is defined in clause 5.5(a);
 - (iv) **"Dispute"** is defined in clause 10(a);
 - (v) **"Draft Review Report"** is defined in clause 6.5;
 - (vi) **"Funding"** means the amount referred to as "Total Funding" as per the Funding Schedule;
 - (vii) **"Funding Instalments"** means the instalments of the Funding specified in the Funding Schedule;
 - (viii) **"Funding Instalment Period"** means the period specified in the Funding Schedule;
 - (ix) **"Funding Schedule"** means the Schedule commencing on page 2 of this Agreement, which sets out the Project the VISP must undertake in accordance with this Agreement, the Funding payable by Tourism NT for such activities, and the Funding Instalments;
 - (x) **"Performance Measures"** means the performance measures specified in the Funding Schedule;
 - (xi) **"Project Parameters"** means the Project activities and the requirements pertaining to those activities specified in the Funding Schedule; and
 - (xii) **"Project"** means the Project specified in the Funding Schedule;
 - (xiii) **"Review Directions"** is defined in clause 6.4(a);
 - (xiv) **"Review Report"** is defined in clause 6.4;
 - (xv) **"Revised Funding Schedule"** means a Revised Funding Schedule pursuant to clause 5.3 or clause 6.4(b); and
 - (xvi) **"Statement of Performance and Funding Acquittal"** is defined in clause 5.1(b);
 - (xvii) **"Katherine VIC"** means the VIC operated by the VISP at the location chosen by the VISP at its discretion;
 - (xviii) **"KTC"** means the Katherine Town Council;
 - (xix) **"TTE"** means the Tourism Top End
 - (xx) **"YTD Statement of Income and Expenditure"** is defined in clause 5.1(a);

- (xxi) **"VIC"** means visitor information Centre;
 - (xxii) **"VIC Accreditation"** means VIC sector-specific accreditation with the Australian Tourism Accreditation Program administered by Tourism NT;
 - (xxiii) **"VIC Operating Profit"** is defined in clause 6.4(d)(iv);
 - (xxiv) **"VIC Operating Profit Notice"** is defined in clause 6.4(d)(iv); and
 - (xxv) **"VIC Operating Profit Proposal"** is defined in clause 6.6(a).
- (b) In the interpretation of this Agreement unless such interpretation is excluded by or repugnant to the context:
- (i) words importing the singular number include the plural number and vice versa;
 - (ii) words importing any gender include all other genders;
 - (iii) **"person"** includes a corporation;
 - (iv) all references to statutes also refer to statutes amending or re-enacting or replacing the statutes referred to and include a reference to all Proclamations Orders in Council regulations rules by-laws ordinances and any other instruments and directions (if any) made thereunder;
 - (v) all covenants warranties undertakings and agreements herein if entered into by more than 1 person are be deemed to be joint and several;
 - (vi) headings and sub-headings have been included for ease of reference only and this Agreement is not to be construed or interpreted by reference to such headings or sub-headings; and
 - (vii) the Funding Schedule commencing on page 2 of this Agreement, and Schedules 1 located at the back of this Agreement, must be read and construed as part of this Agreement;
 - (viii) the Recitals referred to above form part of this Agreement and are to be interpreted having regard to this Agreement

2. PERIOD OF AGREEMENT

This Agreement operates from 1 July 2018 to 30 June 2021 (both days inclusive) (the **"Term"**) unless terminated earlier in accordance with clause 7.

3. FUNDING

3.1 Payment of Funding

Subject to this Agreement:

- (a) Tourism NT will pay the Funding in the Funding Instalments to the VISP for the Project;
- (b) the VISP must provide a tax invoice for Funding in the Funding Instalment by the date specified in Part B, Column 3 of the Funding Schedule;
- (c) the Funding Instalments will be paid by Tourism NT within 30 days of receipt of a tax invoice from the VISP; and
- (d) If Tourism NT's output funding is significantly reduced, Tourism NT reserves the right to review overall Funding provided to the VISP.

4. APPLICATION OF FUNDING AND PROJECT PARAMETERS

- (a) The VISP must use the Funding for the Project and not for any other purpose.
- (b) The VISP must undertake the Project in accordance with the Project Parameters.
- (c) The VISP must ensure that any amount of the Funding not immediately required for expenditure is held at an approved financial institution in the name of the VISP, and that any interest earned on that account is applied and accounted for as though it formed part of the Funding. This should be acknowledged in the acquittal process and shown as a separate cost centre or in a separate bank statement.

5. REPORTING FOR SUBMISSION TO TOURISM NT

5.1 The VISP must provide quarterly reporting acquittals as stated in the Funding Schedule.

5.2 The VISP must, by 31 July each year provide Tourism NT with the following (the "Acquittal Reports"):

- (a) a year-to-date statement of income and expenditure in respect of the Katherine Visitor Information Centre (the "YTD Statement of Income and Expenditure"); and
- (b) a completed statement in the form set out in Schedule a and Schedule b (the "Statement of Performance and Funding Acquittal");
- (c) a Revised Funding Schedule for the current Funding Instalment Period prepared in accordance with clause 5.3.
- (d) Report on the implementation of the recommendations from the "Katherine Tourism Visitor Services & Partnership" review that was undertaken by Bill Fox in November 2016.

5.3 Statement of Performance and Funding Acquittal

The VISP must complete the Statement of Performance and Funding Acquittal as

follows:

- (a) in column 3 - outline the activities undertaken in accordance with the Project Parameters and provide details in relation to whether the Performance Measures have been achieved, or will be achieved by the end of the Term;
- (b) in column 4 - specify the amount of Funding acquitted to date; and
- (c) in column 5 – specify the projected expenditure of the Funding as at the end of the current Funding Instalment Period.

5.4 Revised Funding Schedule

- (a) The VISP must submit a revised Funding Schedule prior to the expiry of the agreement and the Funding amount specified against projects should be revised to reflect:
 - (i) any failure, or an anticipated failure, to achieve Performance Measures;
 - (ii) any portion of the Funding which has not been spent by the end of the Funding Instalment Period; and
 - (iii) any other event that may warrant an amendment to the Funding Schedule.
- (b) Tourism NT will:
 - (i) consider the Revised Funding Schedule during a Review undertaken in accordance with clause 6; and
 - (ii) may or may not approve the Revised Funding Schedule in its absolute discretion and subject to any amendments or conditions it considers appropriate.

5.5 Right to Inspect Records etc.

The VISP must, at all reasonable times, give to persons authorised by Tourism NT permission to inspect any records, documents, statistical data and reports relevant to this Agreement.

5.6 Ad-Hoc Reports

- (a) Tourism NT may at its absolute discretion and at any time during the Term or within 12 months after the end of the Term, provide written notice (the "Ad- hoc Report Notice") that the VISP must provide an acquittal report in the format specified at Schedule 1 or in any other format specified in the written notice (an "Ad-hoc Report").
- (b) The VISP must provide an Ad-hoc Report within 4 weeks of receipt of an Ad-Hoc Report Notice unless otherwise specified in the notice.

6. REVIEWS

6.1 Objectives of Review

Tourism NT, or a person appointed by Tourism NT, will conduct reviews (the "Reviews") to determine:

- (a) the extent to which the VISP is performing the Project in accordance with the Project Parameters;
- (b) the extent to which the VISP is achieving the Performance Measures;
- (c) whether to approve the Revised Funding Schedule submitted by the VISP;
- (d) the amount of any Negotiable Funding Instalments;
- (e) the operating profit (or loss) being achieved by the Katherine VIC; and
- (f) if the VISP is in breach of this Agreement.

6.2 Timeframes for Review

- (a) Reviews may be carried out either annually or bi-annually during the course of the contract
- (b) The review will be carried out by a Tourism NT nominated employee
- (c) On completion of the review a draft report will be provided within 7 days to VISP for comments

6.3 Factors to be considered during Review

When conducting the Reviews, Tourism NT will consider, amongst other things:

- (a) any reports provided by the VISP under clause 5;
- (b) feedback on performance from industry and other stakeholders; and
- (c) any comments on the draft Review Reports provided by the VISP in accordance with clause 6.5.

6.4 Review Report

Within 2 weeks of completing the Reviews, Tourism NT will provide a report to the VISP (the "Review Report") which may:

- (a) direct the VISP to undertake measures to ensure satisfactory performance of the Project in accordance with the Project Parameters and achievement of the Performance Measures within a specified period of time (the "Review Directions");
- (b) either approve the Revised Funding Schedule submitted by the VISP, or substitute a Revised Funding Schedule formulated at Tourism NT's absolute discretion;
- (c) if the Funding under the Revised Funding Schedule is less than the Funding under the Funding Schedule-
 - (i) direct the VISP to repay the amount of the discrepancy to Tourism NT

within 14 days; or

- (ii) specify that the Negotiable Funding Instalment payable for the following Funding Instalment period will be reduced by the amount of the discrepancy;
- (d) if the Funding under the Revised Funding Schedule is greater than the Funding under the Funding Schedule -
 - (i) direct that the VISP issues a tax invoice to Tourism NT in respect of the discrepancy;
 - (ii) specify that the Negotiable Funding Instalment payable for the following Funding Instalment period will be increased by the amount of the discrepancy;
 - (iii) specify the Negotiable Funding Instalment for the following Funding Instalment Period (if applicable);
 - (iv) if the YTD Statement of Income and Expenditure specifies an operating profit in respect of the operation of the Katherine VIC (a "VIC Operating Profit"), or indicates that a VIC Operating Profit may be achieved by the end of the financial year – give notice to the VISP, for the purposes of clause 6.6, that negotiations in relation to the use of the VIC Operating Profit are required (the "VIC Operating Profit Notice"); and/or
 - (v) give notice to the VISP, for the purposes of clause 7, that a breach has occurred.

6.5 Operating Profits

In the event that Tourism NT provides a VIC Operating Profit Notice in the Review Report, negotiations will be conducted in accordance with the following:

- (a) within 14 days of the receipt of the notice, the VISP will provide to Tourism NT:
 - (ii) a statement of income and expenditure for the Katherine VIC as at 30 June for the relevant financial year; and
 - (iii) a proposal for expenditure of the VIC Operating Profit in a manner that will enhance tourism in the Katherine region,
(the "VIC Operating Profit Proposal");
- (b) within 14 days of receipt of the VIC Operating Profit Proposal, Tourism NT must notify the VISP whether the VIC Operating Profit Proposal is satisfactory, providing reasons in the event that it is unsatisfactory;
- (c) within 14 days of the notification by Tourism NT under clause 6.6(b) that the VIC Operating Profit Proposal is unsatisfactory, the VISP must amend and resubmit the VIC Operating Profit Proposal; and
- (d) in the event that the VIC Operating Profit Proposal resubmitted under clause 6.6(c) is unsatisfactory to Tourism NT, or if the VISP fails to resubmit the VIC

Operating Profit Proposal by the required date, the VISP will be required to pay Tourism NT on demand the VIC Operating Profit.

7. BREACH

- (a) For the purposes of this clause, a minor breach of this Agreement will be deemed to have occurred if the VISP:
 - (i) fails to submit any of the Acquittal Reports required by clause 5;
 - (ii) fails to provide the Acquittal Reports required by clause 5 in a form satisfactory to Tourism NT;
 - (iii) fails to comply with the Review Directions made under clause 6.4(a) by the date specified in the Review Report; or
 - (iv) fails to comply with any other requirements under this Agreement, except a requirement which is a serious breach under sub-clause 7(b).
- (b) For the purposes of this clause, a serious breach of this Agreement will be deemed to have occurred if the VISP:
 - (i) uses the Funding for a purpose other than that specified in clause 4(a); or
 - (ii) fails to rectify a minor breach, as required by clause 7(c).
- (c) In the event of a minor breach, Tourism NT will give written notice to the VISP requiring the breach to be rectified within a reasonable period of time, as specified in the notice.
- (d) If the VISP commits a serious breach of this Agreement, the following will occur:
 - (i) Tourism NT will first consult with the VISP to determine the most effective way of dealing with the breach. Following such consultation Tourism NT will give written notice to the VISP setting out the steps agreed upon to rectify the serious breach; and
 - (ii) if the serious breach is not rectified within 28 days of such notice, Tourism NT may, at its option, suspend or discontinue payment of the Funding to the VISP or terminate this Agreement.
- (e) If Tourism NT elects to terminate the Agreement pursuant to clause 7(d) (ii), the VISP must repay to Tourism NT any part of the Funding not spent in accordance with this Agreement, as determined by Tourism NT in its absolute discretion, within 14 days of a request to do so by Tourism NT, and Tourism NT will not be liable to pay any further Funding Instalments.

8. INTELLECTUAL PROPERTY

- (a) The intellectual property and copyright in the Acquittal Reports produced by the VISP pursuant to clause 5 of this Agreement vests in the VISP.
- (b) The VISP grants to Tourism NT, at no cost, a non-exclusive, perpetual right to use, reproduce and distribute the Acquittal Reports for any purpose whatsoever.

9. GOODS AND SERVICES TAX

- (a) Any term used in this clause that is referred to in A New Tax System (Goods and Services Tax) Act 1999 will have the meaning which it has in that Act.
- (b) The parties acknowledge that the Funding under this Grant Agreement has been set exclusive of GST.
- (c) If the Recipient is not registered for GST, it warrants that it is not required to be registered for GST.
- (d) Where the Funding under this Grant Agreement becomes subject to GST, for whatever reason, the following will apply:
 - (i) the Funding under this Grant Agreement payable after the date the Funding becomes subject to GST will be increased by an amount equal to the relevant Funding multiplied by the appropriate GST Rate; and
 - (ii) the supplier will provide the recipient with a tax invoice and/or adjustment notes in relation to the supply prior to an amount being paid by the recipient under this Grant Agreement and will do all things reasonably necessary to assist the recipient to claim and obtain any Input Tax Credit available to it in respect of a supply; and
 - (iii) if the supplier is registered for GST, but subsequently ceases to be registered for GST, the supplier must immediately notify the recipient in writing of that fact, and must repay to the recipient within ten (10) Business Days an amount equal to 1/11 of the relevant amount paid, less the actual GST incurred by the supplier.
- (e) Any disbursements incurred by the recipient and which are reimbursed by the Territory must exclude the input tax credit able to be claimed by the recipient in respect of those amounts. Where clause 12.d applies these disbursements will then be grossed up for GST in accordance with that clause.

10. DISPUTE RESOLUTION

- (a) If a dispute arises between Tourism NT and the VISP as to any matter arising out of this Agreement (the "**Dispute**"), the party claiming the Dispute will notify the other party in writing of the Dispute.
- (b) Upon receiving written notice of the Dispute, the Chief Executive Officer of the VISP and the Chief Executive of Tourism NT will, within 5 working days of the notice, meet and attempt to resolve the Dispute.
- (c) If the Chief Executive Officer of the VISP and the Chief Executive of Tourism NT are unable to resolve the Dispute within 7 working days of it being referred to them, the party claiming the dispute will refer the matter to a mediator.
- (d) If the parties cannot agree to the identity of a mediator, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory, who will nominate a mediator.
- (e) The parties will make available to the mediator all materials requested by it and will provide it with all other materials which are relevant to the determination.
- (f) The parties will bear the costs of such a mediator equally.

11. RELEASE AND INDEMNITY

- (a) The VISP releases to the full extent permitted by law Tourism NT its employees, servants, agents, contractors and invitees from all responsibility or liability for loss of or damage to any property, or injury or death to any person arising out of any involvement of Tourism NT its employees, servants, agents, contractors or invitees pursuant to this Agreement, except to the extent the loss, damage, injury or death was caused or contributed to by a

negligent or willful act or omission of Tourism NT, or a breach of this Agreement by Tourism NT.

- (b) The VISP indemnifies and keeps indemnified Tourism NT its employees, servants, agents, contractors and invitees against all claims, demands, losses, suits, actions, damages, costs and expenses (claims) which Tourism NT its employees, servants, agents, contractors or invitees may sustain or incur or be or become liable in respect of, either arising from, caused by or contributed to (to the extent of such contribution), the carrying out of its activities including (without limiting the generality thereof):
- (i) any act or omission (negligent or otherwise) of the VISP its employers, servants, agents, contractor or invitees; or
 - (ii) any default or failure by the VISP to observe or perform any of the terms, conditions, covenants, assurances or warranties on behalf of the VISP in this Agreement, except to the extent the Claim was caused or contributed to by a negligent or willful act or omission of Tourism NT, or a breach of this Agreement by Tourism NT.

12. NOTICES

- (a) All notices, approvals, consents, demands or other communications required or permitted to be given under this Agreement must be in writing and served:

- (i) personally;
- (ii) by post;
- (iii) by facsimile transmission;
- (iv) by email, provided that documents are sent in PDF format,

at the address of the party set out below or at such other address as a party may have substituted for it by written notice to the other.

- (b) A notice, approval consent, demand or other communication is deemed to be given by the sender and received by the addressee, if:

- (i) given by delivery in person, when delivered to the addressee;
- (ii) sent by mail, on the second business day from and including the date of posting; or
- (iii) sent by facsimile or email, on receipt of a complete and correct transmission report by the sender and if received by the addressee before 4.00pm (addressee's time) on a business day on that day otherwise it is deemed to be received at 9.00am on the next following business day in the place of receipt.

- (c) For the purposes of this clause the address for service of each party is as follows:

- (i) **Tourism NT**
 Simone Shepherd
 Chief Executive Officer
 GPO Box 1155

DARWIN NT 0801

Telephone: (08) 8999 5357

Email: Simonne.shepherd@nt.gov.au

(ii) **VISP**

Chief Executive Officer
Katherine Town Council
PO Box 1071
KATHERINE NT 0851
Telephone: (08) 8972 5500
Facsimile: (08) 8971 0305
Email: records@ktc.nt.gov.au

- (d) The VISP must within 7 days of any change of the details specified in clause 12(c)(ii) advise Tourism NT of the change in writing.

13. GENERAL

- (a) A variation to this Agreement will not be enforceable unless it is in writing and signed by both parties.
- (b) The VISP must not transfer, assign or otherwise dispose of its rights, duties, benefits, obligations or interest under this Agreement without the prior written consent of Tourism NT.
- (c) This Agreement is to be construed and interpreted in accordance with the laws of the Northern Territory of Australia.
- (d) This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes any previous agreements or understandings with respect to the subject matter hereof.
- (e) The VISP, by virtue of this Agreement, is not and cannot be deemed to be in partnership with Tourism NT, nor an employee, servant or agent of Tourism NT. The VISP cannot bind or commit, or purport to bind or commit, Tourism NT in any way, nor pledge the credit of Tourism NT for any purpose whatsoever.

14. TERMINATION

14.1 Tourism NT may terminate this Agreement by providing written notice of no less than twenty one (21) days to Katherine Town Council if:-

- (a) In the reasonable opinion of Tourism NT, Katherine Town Council fails to carry out its obligations under this Agreement; or
- (b) Katherine Town Council becomes subject to any form of insolvency administration or arrangement; or
- (c) The parties mutually agree to do so.

14.2 Either party may terminate this Agreement by providing no less than six (6) months' written notice to the other party.

- 14.3 The provision of notice will include an agreed position regarding any advanced funds to Katherine Town Council that must be returned and settled on date of termination.

EXECUTED by the parties as an Agreement.

For and on behalf of **Tourism NT**:

.....

.....
(Signature of Chief Executive)

.....

.....
(Signature of Witness)

The Common Seal of **Katherine**)
Town Council)
was hereto affixed in accordance with)
its articles of association in the)
presence of:)

.....
(Signature of Authorised Person)

.....
(Signature of Authorised Person)

.....
(Office Held)

.....
(Office Held)

.....
(Full Name of Authorised Person)

.....
(Full Name of Authorised Person)

Schedule 1 (a)
Partnership Agreement - Visitor Information Services
Statement of Performance – Katherine Visitor Information Centre
Katherine Visitor Centre Quarterly Reporting template- FUNDING AGREEMENT
KPI's and Targets

Key KPIs	2017-18 Actuals	Target 2018-19	Current quarter	Year to Date
Information Funding				
Quality Assurance – 80% i.e. Mystery Shopper	100%	100%		
Total Sales	\$1,291,626	\$1,304,573		
Visitor traffic numbers through VIC and arrival points	113,731	114,868		
VIC staff training	Professional training courses: 0 Famils attended: 38 Product updates: 6	Professional training courses: 1 Famils attended: 50 Product updates: 5	Professional training courses: Famils attended: Product updates:	Professional training courses: Famils attended: Product updates:
Meets accreditation compliance for visitor information service provision	Holding current accreditation with ATAP	Continue to hold accreditation with ATAP		
Bookings				
Total number of bookings made (tours, accommodation etc.)	5529	5584		
Average sales value per booking (\$)	\$268.65	\$272.00		
Total number of visitors bookings made (tours, accommodation etc.)	11,825	11,944		
Average sales value per <u>visitor</u> number(\$)	\$6.55	\$6.62		
*Total bookings amount year to date	\$1,219,140	\$1,231,331		
Other - General				
Marketing Feedback:				

Visitor Feedback:	
Regional Feedback:	
General comments:	
Update on the implementation the recommendations from the “Katherine Tourism Visitor Services & Partnership” review:	

Note: An updated and agreed KPI template to be provided to Tourism NT by 1st July of each year.

**Note Total Bookings relate to the total amount of gross sales generated from bookings made in the Visitor Information Centre only.*

Schedule 1 (b)
Partnership Agreement - Visitor Information Services
Funding Acquittal – Katherine Town Council

Income & Expenditure Statement for the period xxxx to xxxx

	Actual
INCOME	
Grant Revenue	
TOTAL INCOME	\$ -
EXPENDITURE	
Employee Expenses	
Operational Expenses	
	\$ -
TOTAL PROJECT EXPENDITURE	\$ -
SURPLUS /DEFICIT FOR THE PERIOD	\$ -

Signed
CERTIFICATION

Certify that VISP has expended the amounts specified in the above table in accordance with the Partnership Agreement between the VISP and Tourism NT dated/...../..... (the "**Agreement**").

...../...../.....
 (Signature of Chief Executive Officer) (Date)

.....
 (Name of Chief Executive Officer)

KATHERINE TOWN COUNCIL



REPORT

FOLDER: Tenders / Works / Operational Management of the Katherine Aquatic Centre

MEETING: ORDINARY COUNCIL MEETING – 28 MAY 2019

REPORT TITLE: KATHERINE AQUATIC CENTRE – WATER USAGE REVIEW

Purpose of Report

To provide Elected Members with an update on costs associated with water usage at the Katherine Aquatic Centre.

Background

In June 2018 the YMCA of the Northern Territory was awarded the contract for Operational Management of the Katherine Aquatic Centre (Tender 18/08).

At time of awarding it was noted that the submitted tender price was 25% higher than previous awarded tenders for the same contract. The increase was attributed to a number of factors, namely:

- No increase to management fee for preceding three (3) years;
- Increase costs relating to use of mains water as free bore water was no longer available;
- Added responsibility of security and after-hours call outs to centre management (unlike previous tenders); and
- Improvements in recruitment and retainment of qualified staff to ensure greater success in program delivery.

At the time of awarding, Elected Members queried the increases relating to the need for town water to be utilised due to the PFAS contamination. It was noted that reimbursement should be sort from the Department of Defence for any increase in costs, with no cost to Council or the township. As a result of these discussions, an interim review on pricing was requested to review the affects on the Katherine ratepayers.

Water Consumption Review

Katherine Town Council Officers have worked closely with Aquatic Centre Management during the term of the agreement to monitor and evaluate the water usage and systems associated with the pool infrastructure. This has included ensuring that equipment is working as efficiently as possible.

In order to ascertain the evaporation rate and refill requirements of the pool, a sub-meter was placed on the mains water responsible for topping up the pool. As the sub-meter was installed Mid-February, data is only available for the period 13 February – 24 May 2019 (100 days).

<i>Water Consumption Data – Katherine Aquatic Centre – Pool Refilling ONLY</i>	
<i>13 February – 24 May 2019</i>	
Number of kl (kilolitres) used	63kl (63,000 litres)
Price per kl	\$2.07
Cost per day	\$1.34*
Total cost – 100 days	\$134.55

KATHERINE TOWN COUNCIL



REPORT

Prior to the installation of the sub meter there was an aggregated water charge across various water outlets at the sportsgrounds complex, therefore comparable data is not available.

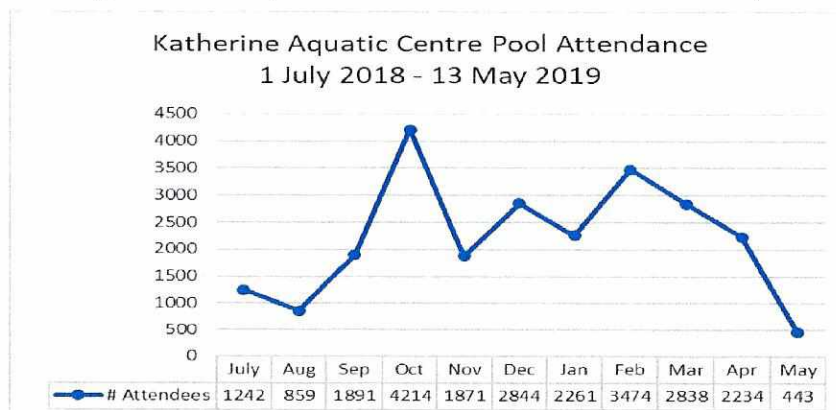
*This is an averaged amount over the period and it should be noted that rate of evaporation is affected by temperature, humidity and wind which can vary greatly through the build-up, wet season and dry season.

It should also be noted that due to the change from bore water to mains water, changes in fill practices have occurred with centre staff managing the practice of pool re-filling in a more concerted manner.

Further, although the temperature is expected to decrease over the coming months, evaporation rates are expected to increase through a decrease in humidity and increase in air movement. This may be offset by the usage of the heating blankets during this period.

Facility Usage Review

As per section 1.14 of the Memorandum of Understanding, the Key Performance Target for the YMCA of the Northern Territory is the increased use of the facility by the community. Despite comparative data not being available at time of collating this report, participation at the facility is strong with over 24,000 attendance in the current financial year – year to date.



The above data does not include sports/swim carnivals, school sessions and after school swimming (club) lessons.

OFFICER RECOMMENDATION

That it be recommended to Council:

1. That this report be received and noted; and
2. That a further review into the operational costs of the Katherine Aquatic Centre occurs in November 2019 on availability of audited financial statements.

Robert Jennings
CHIEF EXECUTIVE OFFICER

Delegation:

Executive Manager – Corporate & Community Development, Ms Rosemary Jennings

Schedule of Attachments:

Nil

