

AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2006.

BETWEEN: **TWEED SHIRE COUNCIL** of Tumbulgum Road, Murwillumbah in the State of New South Wales (hereinafter referred to as "the Council") of the One Part

AND: **TWEED AND COOLANGATTA TOURISM INCORPORATED** or by such other name as it may adopt (hereinafter referred to as "TACTIC") of the Other Part.

WHEREAS

- A. The Council has agreed to provide funding on the terms and conditions set out below, to enable TACTIC to advise on tourism development, undertake tourism promotion and marketing and provide visitor information services including operation and staffing of approved visitor information centres, an effective and efficient website and printed materials.
- B. TACTIC has agreed to comply with the Terms, Conditions and Key Performance Criteria set out hereunder in return for the provision of funding by the Council.
- C. The Council has agreed to recognise TACTIC's status as an independent industry organisation and licensed travel agent, as well as a provider of services to Council.

Deleted: terms and conditions set out below

NOW THIS AGREEMENT WITNESSETH the Council and TACTIC do hereby mutually covenant agree and declare as follows:

1. **Term**

- 1.1 This Agreement shall commence on 1 July 2006 and its provisions bind the parties on and from that date, whenever the Agreement is executed or dated.
- 1.2 This Agreement ends at midnight on 30 June 2010.

2. **Contract Obligations of TACTIC**

TACTIC shall:

Corporate Governance

- Produce a Strategic Plan which should incorporate goals, strategies, performance measures together with projected sources of income and where these funds will be applied.
- Develop an Annual Plan incorporating ing goals, strategies and other performance measures outlined in the Strategic Plan.

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Council representation of the TACTIC Board of Directors

- Ensure that at the next General Meeting of TACTIC members a motion will be put, and supported by the present Board, that the TACTIC constitution be amended to provide that Council may have up to two places on the TACTIC Board, one of which will be a member appointed by Council's General Manager, the other being an elected member of Council as nominated by Council from time to time.

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Tourism Development

- Ensure that the Board of Directors of TACTIC shall maintain a liaison with the Board of Directors of Tweed Economic Development Corporation (hereinafter referred to as "TEDC") regarding possible integrated activities for the most effective use of Council provided funds for the enhancements of tourism through product and skills development.
- Ensure that the Chair of TACTIC will accept an invitation to sit on the Board of TEDC, and that a concurrent and reciprocal invitation to sit on the Board of TACTIC is issued to the Chair of TEDC.
- TACTIC will participate with TEDC and Council in the development of a joint Tweed Economic Development Strategy.
- Ensure that the Board of Directors of TACTIC shall participate in joint meetings with the Board of Directors of TEDC at least every four months, plus an annual economic development workshop involving the two organisations, Council and other key stakeholders.

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Marketing and Promotion

- Establish a Tweed Tourism Marketing Group.
- Formulate for Council's approval and funding support by 28 February 2007 a three year Strategic Marketing and Promotions Plan. This Plan is to be reviewed and updated for Council's approval and continued funding support by 28 February of each subsequent year.
- Formulate for Councils agreement by 28 February each year an Operational Marketing and Promotions Plan specifying Council, proposed industry and other partner contributions. This Plan must include criteria to evaluate actual performance against key performance indicators and objectives as set out in Annual Plans and Budgets and Schedule 1.
- Where beneficial pursue closer links with Northern Rivers Tourism, Tourism NSW, Tourism Australia and Ballina and Byron Shire Council's in the development of joint marketing and promotion activities.

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Visitor Information Services

- Provide visitor information services so as to satisfy the requirements of the Visitor Information Centre accreditation at locations as mutually agreed between the parties.
- Continue to contain Visitor Information Centre operational costs through using appropriately trained volunteers.
- Develop, and by regular review and update, maintain a contemporary, effective and efficient website providing current visitor information and services.
- Value add to its revenue raising stream by providing an on-line booking system.
- Cooperate with Tweed tourist operators to value add tourism services throughout the Shire.
- Produce on an annual basis an effective Tweed Visitors Information Guide and relevant Tourism information.
- Actively promote cooperative participation in the production of marketing and promotion collateral to maximise leverage of Council promotional funds.
- In association with Council explore opportunities for shared infrastructure with the Southern Gold Coast.

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Financial

- Present to Council by 28 February of each year, a detailed budget showing all sources of income and expenditure.
- Present quarterly financial reports to Council within 30 days of end of quarter.
- Present to Council annually a copy of the annual audited accounts within 90 days of year end.

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Reporting

- Meet with Council in February of each year prior to submission of a detailed budget, to give a presentation of outcomes for current year and proposed activities for the following year.
- Meet with Council's Executive Management Team at least quarterly to enable compliance with contract provisions and key performance indicators to be evaluated.
- Present quarterly management reports to Council within 30 days of end of quarter, which are in addition to the financial reports detailed under the heading Financial above.

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Key Performance Criteria

- It is acknowledged between the parties that Council provides funding and resources to TACTIC so that TACTIC can develop, undertake and implement the goals, strategies and actions described in the Strategic Plan that TACTIC is to produce.
- It is further acknowledged that TACTIC's performance in implementing and delivering the goals, strategies and actions described in the Strategic Plan are to be measured and reported to Council in line with the reporting requirements as detailed elsewhere within this Agreement.
- The specific goals, strategies and actions and the performance measurement method are detailed in Schedule 1 to this Agreement.

Contract Obligations of Council

Tweed Shire Council shall:

Payment of Funding

Make payment to TACTIC quarterly in advance of the Operating Budget allocation as included in Council's Budget and Management Plan.

Make payment to TACTIC of the Operational Marketing and Promotion Plan amount as included in Council's Budget and Management Plan in accordance with the agreed payment schedule.

Consultation

Consult with TACTIC before decisions are made on any issue that may significantly affect the role and operations of TACTIC as specified within this contract.

Council Staff Liaison

Ensure that all appropriate staff maintain a close liaison with TACTIC, and seek its views on tourism – related activities (e.g. regional gallery, museums, festivals and events).

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Visitor Information Services

Contract Visitor Information Services to TACTIC based on terms and conditions contained within this contract.

Consider redeveloping the Murwillumbah Rainforest Centre as the new headquarters of TACTIC and principal Visitor Information Centre in co-operation with TACTIC and National Parks and Wildlife Service.

Continuation or Termination of Agreement

A meeting of Council and the Board of TACTIC shall be arranged not less than six (6) months before the expiration of this Agreement, with the specific purpose of assessing the value and ongoing terms and conditions for renewal of this Agreement. In the event that either party does not wish

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to enter into a new Agreement or Continuation then it will give not less than 90 (ninety) days written notice of its intent to the other party.

Dispute Resolution

In relation to any matter under this contract that may be in dispute, either party may:

- Give written notice to the other party of the particulars of any matter in dispute, and
- Within 14 days of receiving a notice as specified above, a meeting will be convened between the parties in an attempt to resolve the dispute.

Should the dispute remain unresolved then the parties will:

- Refer the dispute to an independent mediator as agreed between the parties, or otherwise by the Chief Executive Officer of Tourism New South Wales,
- Agree to participate in any mediation process in good faith, with such mediation to operate in a manner as agreed between the parties.

Should the dispute still remain unresolved then the parties will:

- Refer the dispute to a single arbitrator who shall be nominated by the Chief Executive Officer of Tourism New South Wales, such person will not be the person previously appointed as mediator unless both parties so agree in writing,
- Agree to participate in the arbitration process in good faith, and to accept the arbitrators finding.

The cost of the mediation and arbitration service will be met by the parties in equal proportion.

General

Relationship between the parties

TACTIC acknowledges pursuant to this Agreement that in no way is it appointed as an agent of the Council but shall operate in its own right independent of the Council.

Execution of documentation

Each party shall promptly execute all documents and do all things that the other party may from time to time reasonably require to effect, perfect or complete the provisions of this Agreement and any transaction contemplated by it.

Jurisdiction

Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the Courts of New South Wales and any Courts which may have jurisdiction to hear appeals from any of those Courts and waives any right to object to any proceedings brought in those Courts.

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. In the event that a dispute arises pursuant to the terms of this Agreement, an arbitrator shall be appointed by agreement between the parties, but failing such appointment the arbitrator shall be determined by the President of the Law Society of New South Wales.¶
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Severance

In the event that one or more of the clauses of this Agreement shall be found to be null and void and/or unlawful, that clause or clauses shall be severed and will not thereby effect the validity and enforceability of the remaining clauses.

Costs of this Agreement

All legal fees and disbursements arising from and incidental to the preparation of this Agreement including (but not limited to) stamp duty are to be paid by Council.

Definitions

In this Agreement, unless the contrary intention appears, the following definitions apply:

"**Agreement**" means this Agreement and any Schedules and Annexures attached to this Agreement.

"**Term**" means the term of this Agreement commencing on the commencement date and expiring on the expiry date.

IN WITNESS whereof the parties hereto have hereunto signed their names and affixed their seals the day and year first hereinbefore written.

SIGNED on behalf of **TWEED SHIRE**)
COUNCIL in the presence of:)

SIGNED on behalf of **TWEED AND**)
COOLANGATTA TOURISM INCORPORATED)
in the presence of:

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SCHEDULE 1 ACTIONS AND PERFORMANCE MEASUREMENT METHOD

| No. | ACTION | MEASUREMENT METHOD |
|------------|--|--|
| 1 | Value of industry and partner contributions to joint promotion and marketing activities | Include in quarterly report to Council description of project and value of industry contributions. |
| 2 | Implementation of marketing and promotion plan | Include in quarterly report to Council progress / status of the marketing and promotion implementation action plan. |
| 3 | Submit copies of media coverage about tourism in the Tweed to Council | Attach copies to quarterly report to Council. |
| 4 | Production of Visitors Information Guide, Tourism Fact Sheets <u>and other publications</u> | Provide copies of described documents together with information detailing print run size and distribution plan. |
| 5 | The number of financial members of TACTIC and fees collected | Include in quarterly report to Council information detailing value of fees collected and number of members for current period and also for same period in the previous year. |
| 6 | <u>Movement</u> in visitor numbers to the Visitor Information Centres | Include in quarterly report to Council information detailing number of visitors at each VIC for current period and also for same period in the previous year. |
| 7 | Facilitate the <u>relocation of the</u> Visitor Information Centre in Tweed Heads to a more appropriate location | Include in quarterly report to Council information regarding progress with respect to relocation of the Tweed Heads VIC, including action plan and timelines. |
| 8 | Revenue generated from other TACTIC activities | Include in quarterly report to Council details of revenue generated and source of funds. |
| 9 | Continual upgrade of the TACTIC website | Include in quarterly report to Council progress / status of the website upgrade activity plan. |
| 10 | Movement in visitation of website and numbers using the on-line booking service | Include in quarterly report to Council details of website and reservations system usage including number of "hits" and number and value of bookings made. |
| 11 | Meetings/workshops conducted with TEDC and Council <u>and outcomes of those meetings</u> | Provide advice detailing attendance at meetings and commenting upon significant outcomes. |
| 12 | Quality of service at Visitor Information Centres as reflected in accreditation reviews <u>and surveys</u> | Include in quarterly report to Council results of surveys undertaken at VIC's. |

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| 13 | Outcomes of product development activities | Include a product development activities plan as part of the Strategic Plan and then provide regular updates to Council on implementation. |
| 14 | Development of Strategic Plan and Annual Plans | Strategic and Annual Plan in accordance with the requirements of this Agreement. |
| 15 | Report on the receipt of <u>special purpose and general funding and assistance</u> from Tourism NSW or Tourism Australia | Include in quarterly report to Council details of funds received from Tourism NSW and Tourism Australia and nature of relevant projects. |
| 16 | Reports to Council as required in the Agreement | Reports to be received in accordance with this Agreement |

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