

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**FLINDERS COUNCIL**  
**and**  
**PARKS & WILDLIFE SERVICE (Flinders Island)**

**SCOPE**

This Memorandum of Understanding describes the arrangements for the operation of a commercial agreement between the Flinders Council of 4 Davies Street, Whitemark and Parks & Wildlife Service, Flinders Island, Lagoon Rd, Whitemark (PO Box 41, Whitemark, Flinders Island 7255).

**PURPOSE**

The purpose of the arrangement is to specify and outline the roles of each organisation in relation to the upkeep and general maintenance of the public BBQ Areas on Flinders Island, assistance in the maintenance of tracks on an as requested basis and the development of mutually beneficial priority projects.

**PERIOD OF THE AGREEMENT**

This agreement will commence from 1 December 2013 and continue for a period of 24 months.

**EXTENSION OF THE AGREEMENT**

Subject to a satisfactory review of the operation of this agreement, this agreement may be extended by mutual consent of the parties and on such terms and conditions as agreed to by the parties.

**TRANSFER OF AGREEMENT**

Subject to the consent of Flinders Council and under any terms and conditions that Flinders Council thinks fit, the Parks & Wildlife Service may transfer responsibilities incurred under this agreement, such consent will not be unreasonably withheld.

**AGREEMENT INTENT AND OPERATION**

This agreement identifies the responsibilities of each organisation to:

- 1) The upkeep and maintenance of the public BBQ areas on Flinders Island.

It is agreed that as the facilities are on Crown Land leased by Flinders Council for a public purpose, that Flinders Council has paid for the installation of the Shelter and BBQ facilities, is responsible for maintenance of the facility (e.g.

repairs and/or replacing damaged infrastructure), supply of gas, 'Fat Tray Bags' and cleaning products.

Parks & Wildlife Service staff will clean the areas, keep them free of litter, ensure sufficient gas is available for use and when needed collect the gas bottle from the local supplier and replace exhausted units, check water supply in the water tanks provided and inform Flinders Council if these need to be refilled. Parks & Wildlife Service staff will also replace the fat tray bags when required and let Flinders Council staff know when more will need to be ordered.

2) Council recognise that many tracks under Parks and Wildlife Service management have strategic and community value. When working close by or at the request of Parks and Wildlife staff, Council will, if available, offer machinery, staff and materials to assist in the maintenance and upkeep of these important assets.

3) Council if requested by the Parks and Wildlife Service during a critical incident such as a whale stranding, wildfire or similar incident will provide administration assistance until additional PWS staff can be deployed to Flinders Island.

4) As the Parks and Wildlife Service manage a significant portion of the public land in the Furneaux Islands, Council will work in partnership to develop and seek funding for agreed priority projects that have community and strategic value.

## **LIABILITY**

Parks & Wildlife Service:-

- Acknowledges that this agreement does not constitute a guarantee or indemnity of the Parks and Wildlife Service or its activities by the Flinders Council.
- Will ensure that it takes out adequate insurance cover for its activities. They will provide Flinders Council with copies of their current Public Liability & Workers Compensation insurances and any renewals which fall due during the Period of Agreement.
- Undertakes to comply with any legal requirement, at their own expense, relating to their activities.

In witness hereof, the parties have affixed their signature to consent to the agreement:

THE COMMON SEAL  
OF THE FLINDERS COUNCIL  
was affixed on the  
... day of December 2013  
in the presence of:

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**MAYOR**

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**GENERAL MANAGER**

Wayne Dick  
PARKS & WILDLIFE SERVICE, FLINDERS ISLAND

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**WAYNE DICK**

In the presence of

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