



AGENDA
ORDINARY COUNCIL MEETING
WEDNESDAY, 24 JULY 2013

Notice is given that the next Ordinary Meeting of the Roper Gulf Shire Council will be held on:

- Wednesday, 24 July 2013 at
- The Godinymayin Yijard Rivers Arts & Culture Centre, Katherine
- Commencing at 8.30am

Your attendance at the meeting will be appreciated.

Tony Jack
MAYOR

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	<i>Nil</i>	
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	<i>Nil</i>	
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APOLOGIES AND LEAVE OF ABSENCE REPORT

ITEM NUMBER 4.1
TITLE Councillor Apologies for OCM 24 July 2013
REFERENCE 384548
AUTHOR Bobbi Hynes, Council and Local Board Coordinator

RECOMMENDATION

- (a) **That Council receive and note the apologies from Councillor's Selina Ashley and Samuel Evans for the scheduled Ordinary Council Meeting of 24th July 2013.**

BACKGROUND

Councillor Selina Ashley submitted her apology on the 15th July 2013 due to attendance at a funeral during the scheduled time of the Ordinary Council Meeting on 24th July 2013.

Councillor Samuel Evans submitted his apology on the 15th July 2013 due to personal matters for the scheduled Ordinary Council Meeting of 24th July 2013.

ISSUES/OPTIONS/SWOT

N/A

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENTS:

There are no attachments for this report.

CONFIRMATION OF PREVIOUS MINUTES

ITEM NUMBER 5.1
TITLE Minutes from Ordinary Council Meeting 26 June 2013
REFERENCE 383066
AUTHOR Bobbi Hynes, Council and Local Board Coordinator

RECOMMENDATION

- (a) **That Council confirm the minutes from the Ordinary Council Meeting dated 26th June 2013.**

BACKGROUND

Confirmation of Ordinary Council Meeting dated 26th June 2013 held at Godinymayin Yijard Rivers Arts & Culture Centre, Katherine.

ISSUES/OPTIONS/SWOT

Not applicable

FINANCIAL CONSIDERATIONS

Not applicable

ATTACHMENTS:

- 1 OcM_26062013_MIN unconfirmed.pdf



MINUTES OF THE ORDINARY MEETING # 44 OF THE ROPER GULF SHIRE
COUNCIL MEETING HELD AT THE ARTS & CULTURE CENTRE, KATHERINE ON
WEDNESDAY, 26 JUNE 2013 AT 9.00AM

1. PRESENT/STAFF/GUESTS

1.1 Elected Members

Mayor Tony Jack
Deputy Mayor Judy MacFarlane
Councillor Stan Allen
Councillor Selina Ashley (attended meeting from 10:00am)
Councillor Timothy Baker Jnr.
Councillor John Dalywater
Councillor Daphne Daniels
Councillor Samuel Evans
Councillor Anne-Marie Lee
Councillor Kathy-Anne Numamurdirdi

1.2 Staff

CEO, Michael Berto
DCG, Greg Arnott
DITS, Sharon Hillen
Stephanie Chan
Jyoti Pudasaini
Bobbi Hynes
Stephen Roper
Peter Stork
David Murrungun
Russell Numamurdirdi
Kate Ottosen
Kristine Mulholland
Shonada Andersen
Julie Kartinyeri
Roy Smith
Lara Brennan

1.3 Guests

DHLG, Andrew Smith
Appearance from: -
Numbulwar Youth Voice Committee, Lydell Plummer
Numbulwar Youth Voice Committee, Scott Dylan Murrungun
Numbulwar Youth Voice Committee, Dereaze Rami

- 1 -

Numbulwar Youth Voice Committee, Jaquelle Wurramara
Numbulwar Youth Voice Committee, Fredallas Nundhiribala
Numbulwar Youth Voice Committee, Natalisha Murrungun
Numbulwar Youth Voice Committee, Brianna Murrungun
Numbulwar Youth Voice Committee, David Murrungun
Numbulwar Youth Voice Committee, Russell Numamurdirdi
Borrooloola Youth Voice Committee, Anna Noble
Borrooloola Youth Voice Committee, Shonada Anderson
Borrooloola Youth Voice Committee, Lane Bonney
Borrooloola Youth Voice Committee, Josie Timothy
Borrooloola Youth Voice Committee, Delvine Riley
Borrooloola Youth Voice Committee, Swayne Timothy
Ngukurr Youth Voice Committee, Corrina Thompson
Ngukurr Youth Voice Committee, Karissa Daniels
Ngukurr Youth Voice Committee, Edwina Thompson
Ngukurr Youth Voice Committee, Basil Wurramara
Ngukurr Youth Voice Committee, Herbert Thompson
Ngukurr Youth Voice Committee, Lionel Silver
Ngukurr Youth Voice Committee, Shanine Rogers
Ngukurr Youth Voice Committee, Rexelle Wurramara
Ngukurr Youth Voice Committee, Dalas Thompson
Ngukurr Youth Voice Committee, Scott Murrungun

2. MEETING OPENED

Meeting opened at 9.00am by Mayor Tony Jack

3. WELCOME TO COUNTRY

Nil

4. SWEARING IN CEREMONY – NEW COUNCILLOR

**4.1 SWEARING IN CEREMONY - NEW COUNCILLOR
RECOMMENDATION**

(a) That the newly Elected Member recites the oath.

"I swear I will undertake the duties of the office of Councillor in the best interests of the people in the Shire of Roper Gulf and faithfully and impartially carry out the functions, powers, authorities and discretions vested in me under the Local Government Act 2008 or any other Act to the best of my skill and judgement."

ACTION: Newly Elected Council Member Anne-Marie Lee undertook the swearing in to undertake her duties of the office of Councillor for the Nyirranggung Ward.

5. APOLOGIES AND LEAVE OF ABSENCE

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5.1 APOLOGY

RESOLUTION Mover Nil LAPSED

- (a) That Council accept apologies from Councillor Davis Daniels.

5.2 LEAVE ARRANGEMENTS FOR THE MAYOR

413/2013 RESOLVED (Stan Allen/Samuel Evans) CARRIED

- (a) That Council receive and note that the Mayor will be on leave from 30 June 2013 to 21 July 2013.
 (b) That Council accept that Deputy Mayor will act in the position of Acting Principal Member during this time.

6. QUESTIONS FROM THE PUBLIC

- 6.1 Can Roper Gulf Shire Council organise activities from different communities including cultural activities and festivals for the youth of our shire?
 6.2 Ngukurr Youth Voice Committee would like to know when they will get feedback from the Council regarding their Action List? Deputy Mayor responded by inviting Youth representatives to the Local Board Meetings in their area.

7. DISCLOSURES OF INTEREST

There were no declarations of interest at this Ordinary Council Meeting.

8. CONFIRMATION OF PREVIOUS MINUTES

8.1 MINUTES FROM OCM ON 1 MAY 2013 AND FACM 29 MAY 2013

414/2013 RESOLVED (Judy MacFarlane/Kathy-Anne Numamurdir) CARRIED

- (a) That Council confirm the minutes from the Ordinary Council Meeting dated 1st May 2013.
 (b) That Council confirm the minutes from the Finance and Audit Committee meeting dated 29th May 2013.

9. BUSINESS ARISING FROM PREVIOUS MINUTES

9.1 ACTION LIST

415/2013 RESOLVED (Stan Allen/Samuel Evans) CARRIED

- (a) That Council receive and note the Action List.

10. INCOMING CORRESPONDENCE

10.1 INCOMING CORRESPONDENCE

416/2013 RESOLVED (Timothy Baker/Daphne Daniels) CARRIED

- (a) That Council accept the correspondence.
 Morning Tea 10:00am to 10:20am

11. OUTGOING CORRESPONDENCE

11.1 OUTGOING CORRESPONDENCE

417/2013 RESOLVED (Judy MacFarlane/Samuel Evans) CARRIED

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- (a) That Council accept the correspondence.

12. WARD REPORTS

12.1 WARD REPORT - NYIRRANGGULUNG WARD REPORT

418/2013 RESOLVED (Kathy-Anne Numamurdir/Selina Ashley) CARRIED

- (a) That Council receive and note the Nyirranggulung Ward Report.
 (b) That Council dissolve the current membership of the Bulman, Barunga and Beswick Local Board and call for new membership nominations.
 (c) That Council reappoint Bulman Local Board members as Councillor John Dalywater, Jill Curtis, Michael Stevens, Mathew Rankin, Robbie Dalywater, Annunciata Bradshaw, Irene Jungewanga, and Warren Campfoo.

Action: CEO to write a letter to Rangers responsible for this Ward regarding buffaloes' in Barunga.

12.2 WARD REPORT - SOUTH WEST GULF WARD

419/2013 RESOLVED (John Dalywater/Timothy Baker) CARRIED

- (a) That Council receive and note the South West Gulf Ward Report.
 (b) That Council dissolve the current membership of the Borrooloola Local Board and call for new membership nominations.
 (c) That Council reappoint Borrooloola Local Board members as Mayor Tony Jack, Councillor Samuel Evans, Councillor Stan Allen, Don Garner, Lizzie Hogan, Trish Elmy, Mike Longton and Chrissy Joll.

12.3 WARD REPORT - NEVER NEVER WARD

420/2013 RESOLVED (Judy MacFarlane/Selina Ashley) CARRIED

- (a) That Council receive and note the Never Never Ward Report.
 (b) That Council receive and note the implementation plan for the writers retreat at Larrimah.
 (c) That Council nominate the 4th November 2013 as the day for Daly Waters clean up and Roper Gulf Shire Council Open Tennis Classic.

12.4 WARD REPORT YUGUL MANGI

421/2013 RESOLVED (John Dalywater/Samuel Evans) CARRIED

- (a) That Council receive and note the Yugal Mangi Ward Report.

ACTION: CEO to follow up for the SSM's and CSM's to attend the Borrooloola, Ngukurr and Numbulwar Youth Voice Committee Meetings.

12.5 WARD REPORT - NUMBULWAR NUMBURINDI

422/2013 RESOLVED (John Dalywater/Stan Allen) CARRIED

- (a) That Council receive and note the Numbulwar Numburindi Ward Report.

ACTION: CEO to write a letter and invite Northern Land Council to attend all Local Board Meetings.

Councillor Selina Ashley absent 11:35am, returned 11:42am
 Councillor Anne-Marie Lee absent 11:44am, returned 11:51am

13. EXECUTIVE DIRECTORATE REPORTS

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13.1 CORPORATE GOVERNANCE DIRECTORATE REPORTS**13.2 RGSC FINANCIAL REPORT AS AT 31 MAY 2013**

423/2013 RESOLVED (Stan Allen/Timothy Baker) CARRIED

- (a) That Council receive and note the financial reports for the period ending 31 May 2013.

Mayor Tony Jack absent 12:45pm

Deputy Mayor Judy MacFarlane chaired the ordinary council meeting in the absence of Mayor Tony Jack from 12:48pm

13.3 RATES - RATES DECLARATION 2013-14

424/2013 RESOLVED (Daphne Daniels/Samuel Evans) CARRIED

- (a) That the Council approves the attached Rates Declaration for 2013-14.
 (b) That Council approve the publishing of the Rates Declaration in accordance with s158 of the Local Government Act.

Mayor Tony Jack returned 12:57pm and resumed chairing the ordinary council meeting.

13.4 2012/2013 OUTSTANDING RATES REPORT

425/2013 RESOLVED (Timothy Baker/Samuel Evans) CARRIED

- (a) That Council approve the following recommendations regarding outstanding Rates Charges from the 2012/2013 Rates Issue:
 (b) That Council Write Off the following outstanding Rates Charges amount relating to the respective Property ID's totalling \$3710.15: (see attachment).
 (c) That RGSC authorise the Director of Corporate Governance to engage legal action to recover the cost of the outstanding rates amounts relating to the following Property ID's: (see attachment).

13.5 GRANTS - RGSC COMMUNITY GRANTS PROGRAM

426/2013 RESOLVED (Kathy-Anne Numamurdiridi/Selina Ashley) CARRIED

- (a) That Council advise on the funding amount for the 2013-2014 Community Grants Program and dates for round 1.
 (b) That Council approve funding amount of \$40,000 round 1 starts 1st August 2013.

13.6 GRANTS - CENTRELINK CONTRACT 2013-2014 - DEPARTMENT OF HUMAN SERVICES

427/2013 RESOLVED (Selina Ashley/Daphne Daniels) CARRIED

- (a) That Council accept the 2013-2014 contract for Centrelink Agent and Access Point Program by signing and dating both copies of the contract.

13.7 COUNCILLOR ALLOWANCES 2013 - 2014

428/2013 RESOLVED (Judy MacFarlane/Kathy-Anne Numamurdiridi) CARRIED

- (a) That Council approve the CL006 – Elected Member Allowances Policy and that Council defer recommendations (b) and (c) to the next Ordinary Council Meeting.
 (b) That council receive and note the Councillor Allowances as per the maximum schedule supplied by the Department of Local Government.
 (c) That Council the receive and note the extra meeting allowance to \$125 per meeting to be paid in accordance with the CL006 – Elected Member Allowances Policy.

13.8 BUSINESS PLAN - RGSC SHIRE PLAN 2013-2014

429/2013 RESOLVED (Timothy Baker/Daphne Daniels) CARRIED

- (a) That Council receive and note the draft Roper Gulf Shire Plan 2013 – 2014 to be distributed for public comment on the 3rd July 2013.

13.9 AUTHORISED PERSONS - REVIEW

430/2013 RESOLVED (Judy MacFarlane/John Dalywater) CARRIED

- (a) That Council revoke the appointment of Candice Siedler-Twine and Neil Pickett as an Authorised Persons under s112 of the Local Government Act.

13.10 POLICY REVIEW - FIN001 FINANCIAL DELEGATIONS MANUAL

431/2013 RESOLVED (John Dalywater/Selina Ashley) CARRIED

- (a) That Council approve the delegation of \$1000 to the Council and Local Board Coordinator to approve purchase orders.
 (b) That Council remove the delegation of \$1000 to approve purchase orders for the EA to Council position that has now been replaced with the Council and Local Board Coordinator.

13.11 NEW POLICIES - FACS CRECHE

432/2013 RESOLVED (Stan Allen/Kathy-Anne Numamurdiridi) CARRIED

That Council adopt the following Family and Community Services Crèche Policies:

FACS002 - Crèche – Grievance Management Policy
 FACS003 - Crèche – Safeguarding the wellbeing of Children Policy
 FACS004 - Crèche – Administration of Medication Policy
 FACS005 - Crèche – Illness and Exclusion Policy
 FACS006 - Crèche – Immunisation Policy
 FACS007 - Crèche – Asthma Policy
 FACS008 - Crèche – Sun Smart Policy
 FACS009 - Crèche – Food and Nutrition Policy
 FACS010 - Crèche – Nappy Changing and Toileting Policy
 FACS011 - Crèche – Snake and Wildlife Policy
 FACS012 - Crèche – Confidentiality Policy
 FACS013 - Crèche – Work Health and Safety Policy
 FACS014 - Crèche – Record Keeping Policy
 FACS015 - Crèche – Parent and Childcare Educator Communication Policy
 FACS016 - Crèche – Hand washing Policy
 FACS017 - Crèche – Excursion Policy
 FACS018 - Crèche – Safe Sleep and Rest Policy
 FACS019 - Crèche – Health Management Policy
 FACS020 - Crèche – Water Safety Policy
 FACS021 - Crèche – Head Lice Policy
 FACS022 - Crèche – Dangerous Products Plants and Vermin Policy
 FACS023 - Crèche – Staff Training and Development Policy
 FACS024 - Crèche – Visitor and Volunteer Policy
 FACS025 - Crèche – Inclusion and Additional Needs Support Policy

433/2013 RESOLVED (Stan Allen/Kathy-Anne Numamurdiridi) CARRIED

FACS001 - Crèche – Crèche Operation Policy, Council resolved to adopt this policy with an amendment to include a charge of \$5.00 per day per child.

13.12 NEW POLICIES AND REVIEW OF OTHER POLICIES

434/2013 RESOLVED (Timothy Baker/Selina Ashley)

CARRIED

- (a) That Council approve the following new policies:
FIN013 Petty Cash Policy
HR009 Volunteer Policy
ADM011 Conflict of Interest Policy
WS008 Emergency Evacuation Policy
DIT001 Fleet Procurement and Allocation Policy
- (b) That Council approve the following reviewed policies:
ADM008 Travel Policy for Councillors and Employees, this replaces previous ADM008 Travel Policy.
FIN010 Borrowing Policy
ADM009 Vehicle Use Policy to replace the current Vehicle Policy
ADM012 Organisational Delegations Manual to replace previous Human Resource Delegations Manual.

13.13 GRANT - SPG 2011/08716 ACQUITTAL - DHLGRS

435/2013 RESOLVED (Judy MacFarlane/Samuel Evans)

CARRIED

- (a) That Council accept the financial acquittal for the Special Purpose Grant for the purchase of the sewage truck at Weemol. This acquittal needs to be minuted.

13.14 GRANTS - SPG ACQUITTAL DLG

436/2013 RESOLVED (John Dalywater/Daphne Daniels)

CARRIED

- (a) That Council accept the financial acquittal for 2011-12 for the SPG 2009/2010 funding of \$83,124.80 for providing training opportunities in the fabrication and installation of shade structures and seating at sports facilities at Beswick and Jilkminggan.

14. INFRASTRUCTURE AND TECHNICAL SERVICES REPORTS**14.1 COMPACTOR TRUCK UPDATE**

437/2013 RESOLVED (Selina Ashley/Stan Allen)

CARRIED

- (a) That Council note the report in relation to the delivery of the compactor trucks to Borrooloola and Bulman.

14.2 NUMBULWAR AIRSTRIP ROAD UPGRADE, PROJECT UPDATE

438/2013 RESOLVED (Daphne Daniels/Samuel Evans)

CARRIED

- (a) That Council receive and note the report of the Numbulwar Airstrip Road Upgrade update.

15. COMMUNITY SERVICES DIRECTORATE REPORTS**15.1 COMMUNITY SERVICES DIRECTORATE REPORT - JUNE 2013**

439/2013 RESOLVED (Selina Ashley/Timothy Baker)

CARRIED

- (a) That Council receive and note the report from the Community Services Director in June 2013.

16. CONTRACTS & ECONOMIC DEVELOPMENT DIRECTORATE REPORTS

- 7 -

16.1 TRADES TRAINING AND EMPLOYMENT ALLIANCE - PROGRESS REPORT

440/2013 RESOLVED (Judy MacFarlane/Daphne Daniels)

CARRIED

- (a) That Council approve the following principles for the development of local building trades employment and training opportunities in all Roper Gulf Shire communities:
1. Subject to existing capacity, the municipal services staff in each community will have their roles expand to cover building assets repairs and maintenance work
 2. Municipal services staff will be targeted for building construction training opportunities
 3. In the 2013-14 budget, new positions for trades-qualified building trades training coordinators in Numbulwar and elsewhere will be proposed. Grant and contract funding opportunities will be explored to fund these positions. Only fully funded positions will be presented to Council for approval.
 4. Aboriginal Corporations, including Yugul Mangi Development Aboriginal Corporation and Alawa Aboriginal Corporation, will be encouraged to supply building trades services as sub-contractors, subject to capacity.
 5. A suitable works approval and invoicing process will be developed by commercial operations staff for building repairs and maintenance works performed by RGSC staff.
 6. A suitable materials inventory control and auditing process will be developed by commercial operations staff.
 7. A communications strategy will be developed for this program.

17. DEPUTATIONS & PETITIONS

Nil

18. GENERAL BUSINESS**18.1 ANNUAL YOUTH CONFERENCE****RECOMMENDATION**

- (a) That Roper Gulf Shire Council funds another Youth Forum in Katherine that looks at leadership training and that this forum is held in March or April of 2014 at the same time as the Ordinary Council Meeting.

441/2013 RESOLVED (Daphne Daniels/Stan Allen)

CARRIED

- (a) That Council agrees to fund another Youth Leadership Forum mid year in 2014 at the same time as a Ordinary Council Meeting held in Katherine.

ACTION: That Youth Voice Committee members attend the Local Board Meeting at Borrooloola, Ngukurr and Numbulwar.

18.2 BORROOLOOLA TRADE TRAINING CENTRE SUBLEASE AGREEMENT WITH DEPARTMENT OF EDUCATION AND CHILDRENS SERVICES (NTG)

442/2013 RESOLVED (Samuel Evans/Kathy-Anne Numamurdirid)

CARRIED

- (a) That Council approve in principal the sublease of Lot 644 Borrooloola for the purpose of a Trade Training Centre for 20 years for peppercorn rental.

18.3 VARIATION TO THE STANDARD FUNDING AGREEMENT

- 8 -

443/2013 RESOLVED (Timothy Baker/John Dalywater) CARRIED

- (a) That Council accept the variation to the standard funding agreement from the Attorney-General's Department National Office for Roper Gulf Shire Community (Night) Patrols.

Action: CEO to follow up on OCHRE cards and produce a list of requirements and who has one and who does not.

18.4 LARRIMAH WRITER IN RESIDENCE RETREAT

444/2013 RESOLVED (John Dalywater/Timothy Baker) CARRIED

- (a) That Council receive and note the update on the Larrimah writer in residence retreat.

18.5 CLOSED SESSION OF Ordinary Council Meeting

445/2013 RESOLVED (Stan Allen/John Dalywater) CARRIED

- (a) That Council move into confidential session at 14:15pm of the Ordinary Council Meeting.

Staff invited into the closed session of the ordinary council meeting at 14:50pm

18.6 CLOSED SESSION OF Ordinary Council Meeting

446/2013 RESOLVED (Timothy Baker/Stan Allen) CARRIED

- (a) That Council move out of confidential into open session of the Ordinary Council Meeting

19. QUESTIONS FROM THE PUBLIC

Nil

20. CLOSE OF MEETING

The meeting terminated at 15:25pm.

THIS PAGE AND THE PRECEEDING 38 PAGES ARE THE MINUTES OF THE Ordinary Council Meeting HELD ON Wednesday, 26 June 2013 AND CONFIRMED Wednesday, 24 July 2013.

Mayor Tony Jack

BUSINESS ARISING FROM PREVIOUS MINUTES



ITEM NUMBER 9.1
TITLE Action List
REFERENCE 383063
AUTHOR Bobbi Hynes, Council and Local Board Coordinator

RECOMMENDATION

- (a) That Council receive and note the Action List.

BACKGROUND

The Action List includes all actions that have not been completed and those actions that have been completed but not previously reported to Council as completed.

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

- 1 Action List.doc

Date	Meeting	Item Description	Comments/Details	Responsible Person	Status Comments - Completion Date	Status
26-Sep-12	OCM	MOU's	Partnership Agreements (MOU's) to be developed for, <ul style="list-style-type: none"> • Yugul Mangi Development Corporation • Numburindi Pty Ltd • Jilkminggan Community Aboriginal Corporation • Alawa Aboriginal Corporation • Mabungjili Aboriginal Corporation Develop template for Council	DCG - Greg Arnott	May 2013 OCM: Cr Daphne Daniels will follow up with Yugul Mangi. Drafts will be done by the 6.7.13	In-hand
14-Dec-12	OCM	Conditional Rating Presentation	CEO to further investigate and present to the FACM	DCG - Greg Arnott	Ongoing - Greg to report to the July OCM	In-hand
		Reconciliation Action Plan	CEO to invite East Arnhem Shire Council to present their Reconciliation Action Plan CEO to Add Reconciliation Plan as an Agenda item for Local Boards and Prepare Flyer	DCG -Greg Arnott	Ongoing Greg to report to July OCM	
30-Jan-13	FACM	Finance	CEO to prepare a proposed course of action on debts of 90 days + for Feb OCM	CEO - Michael Berto	Ongoing Finance Manager investigating debt collection service availability	In-hand
01-May-13	OCM	Incoming Correspondence	The CEO to commence the negotiations of the agreed use of Lot 58 Larimah for a Writers In Residence Retreat.	Sharon	Commenced	In-hand
		Ward Reports	The request for upgrading of the toilet block and trophy cabinet by the Better Half Club be referred to the Mataranka Local Board.	DITS	In Hand Project management Sharon to report to Local Board	

		General Business	CEO to write a letter to the member for Barkly and the Minister of Infrastructure and tourism Minister to request an increase in management and maintenance of the Managoora, Seven Emus and Spring Creek Roads to support the increase use of industry and ot	DITS	Completed 26.6.13	Completed
26-Jun-13	OCM	Nyiranggulong Ward Report	CEO to write a letter to Rangers responsible for this Ward regarding buffaloes' in Barunga Land Council to attend all Local Board Meetings	CEO - Michael Berto		In-hand
		Ward Reports	CEO to write a letter and invite Northern Council to attend all Local Board Meetings	CEO - Michael Berto		In-hand
		South West Gulf Ward Report	CEO to follow up for the SSM's and CSM's to attend the Borroloola, Ngukurr and Numbulwar Youth Voice Committee Meetings	CEO - Michael Berto		In-hand
		Annual Youth Conference	That Youth Voice Committee members attend the Local Board Meeting at Borroloola, Ngukurr and Numbulwar	Youth Voice Committee Members		In-hand
		OCHRE Card for Councillors	CEO to follow up on OCHRE cards and produce a list of requirements and who has one and who does not	CEO - Michael Berto	Governance Team following up with Councillors refer to OCHRE Report submitted for OCM 24 July 2013	Completed

INCOMING CORRESPONDENCE



ITEM NUMBER 10.1
TITLE "Incomming Correspondence"
REFERENCE 383044
AUTHOR Rita Duncan, Executive Assistant to CEO

RECOMMENDATION

- (a) That Council accept the incoming correspondence.

Date	Received By	Sender	Correspondence Details	InfoXpert ID
27.06.2013	Council	Anti-Povity Week	Encourage participation	380479
08.07.2013	Council	ALGA	Election Documents	382664
08.07.2013	Council	Alison Anderson	Tender Exemption Approved	382676

ATTACHMENTS:

There are no attachments for this report.

OUTGOING CORRESPONDENCE



ITEM NUMBER 11.1
TITLE Outgoing Correspondence
REFERENCE 383050
AUTHOR Rita Duncan, Executive Assistant to CEO

RECOMMENDATION

- (a) That Council accept the outgoing correspondence.

Date	Sent By	Adressed To	Correspondence Details	InfoXpert ID
19.04.2013	Sharon Hillen	CLA Land Reform	Lease negotiations - Submission	383049
26.06.2013	CEO	Gerry McCarthy MLA	Maintenance of Roads	379378
26.06.2013	CEO	Hon Peter Glen Chandler MLA	Maintenance of Roads	379379
02.07.2013	Sharon Hillen	Bob Gosford NLC	Lease Lot 243 Numbulwar - extension	381757

ATTACHMENTS:

There are no attachments for this report.

WARD REPORT



ITEM NUMBER 12.1
TITLE Ward Report- Never Never
REFERENCE 384258
AUTHOR Jo Nicol, Local Board Support Officer

RECOMMENDATION

- (a) **That Council receive and note the Never Never Ward Report**
- (b) **That the Council accept the nomination of Steven Rory to the Jilkminggan Local Board.**
- (c) **That the Council accept the nomination of Maxie Millar to the Jilkminggan Local Board.**

BACKGROUND

Jilkminggan

Local Board Update:

Current Membership is 7 which includes; Deputy Mayor Judy MacFarlane, Cr. Annabelle Daylight, Cr Timothy Baker, Wayne Roy, Fay Roberts, Ossie Daylight, and Wendy Daylight.

The Local Board meeting was held on Tuesday 9th July, unfortunately there was no quorum but a number of issues were discussed and minuted.

The Draft Roper Gulf Shire Plan 2013-2014 was distributed to Local Board Members for comment. Helena Lardy from JCAC attended the Meeting after a request from the Jilkminggan Local Board for more information about the status of the Alcohol Management Plan. Helena discussed where the AMP was at and agreed with the Local Board that a Community Meeting to update the wider Jilkminggan Community was necessary. It was agreed this should happen the following day for further input into the plan.

There are two new nominations for the Jilkminggan Local Board; Steven Rory and Maxie Millar. The nominations forms are attached with this report for Council to approve.

The next Local Board Meeting for Jilkminggan is scheduled for Tuesday 6th August 2013.

Community Update:

Jilkminggan is looking great. The sports grounds and parks are immaculate. Holly Godsen has run a full program of holiday activities which culminated in children making and painting a fantastic banner then attending the NAIDOC March in Katherine. It was a great opportunity for the Kids and it showcased Roper Gulf Shire, Congratulations to all involved.

Mataranka

Local Board Update:

The Mataranka Local board has a rotating Chair the current membership is 7 and includes; Deputy Mayor Judy MacFarlane, Cr Annabel Daylight, Cr Timothy Baker Jnr, Biddy Hamilton, Sue Edwards, Anthony Heaslip and Michael Cowen

There was no Local Board meeting in July.

The next Local Board Meeting will be held on Tuesday 6th August.

Community Update:

Mataranka is looking great, very neat and tidy and welcoming. Mandy Devereux has been acting Shire Services Manager for the last 2 weeks.

Daly Waters

Local Board Update:

The next Local Board meeting will be in November 2013

Community Update:

NA

Larrimah

Local Board Update:

The Larrimah Local Board has 8 members including; Deputy Mayor Judy MacFarlane, Cr Annabel Daylight, Cr Timothy Baker Jnr, Karl Roth, Greg Saunders, Bill Hodgetts, Fran Hodgetts, Wesley Wyer,

The next Local Board meeting will be in Wednesday 14th August.

Community Update:

NA

ISSUES/OPTIONS/SWOT

Ward Action List

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
Jilkminggan				
07-November-2012	Street names – GPS Coordinates to be submitted	Governance	Ongoing	
07-October-2012	Ideas from Community what should go in place of statue	Board Members	Ongoing	
07-October-2012	Volunteer agreement. New form to be sent out to Communities	HR		
07-October-2012	New Cemetery. Location and old graves marked	GBM	Ongoing	
07-October-2012	Report on facilities at Aged Care building	SSM		
07-October-2012	Ideas of what Community would like in old store	Board Members		
07-October-2012	Invite Principal to next Board Meeting to discuss truancy	SSM		
07-October-2012	Get meeting dates for JCAC meetings & invite JCAC members to Board Meetings	SSM		
04-December-2012	Invite JCAC to discuss Night patrols responsibilities and goals-also invite NP Manager	SSM		
04-December-2012	Community Safety	SSM		
04-December-2012	Poor T.V. reception – follow up with Lara	SSM		
04-December-2012	Start work on getting water to the Oval for a drinking fountain.	SSM		

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
04-December-2012	Provide GPS Coordinates for street names.	GBM	Ongoing	
04-December-2012	Invite Principal to next Board Meeting to discuss truancy	SSM	Ongoing	2.04.2013 Invited but could not attend
04-December-2012	Get meeting dates for JCAC meetings & invite JCAC members to Board Meetings	SSM/JN	Ongoing	4.06.2013 Sent Invite to next LB Meeting
07-February-2013	Enrol as many Jilkminggan Residents to vote as possible	LB Members	Ongoing	
07-February-2013	Consider how YMCA Services can be used	LB Members	Ongoing	
07-February-2013	Organise a Petition to Parliament	JCAC		
07-February-2013	Letter to go to HQ	SSM		
07-February-2013	Write to Council to hand back the use of the building	SSM		
02-April-2012	Lack of adequate drainage on some streets	SSM		
Mataranka				
02-October-2012	Alcohol Management Plan -Investigate applying for funding under the Community Benefit Fund grants on behalf of the MRLB.	SSM	Ongoing	4.06.2013 Letter has been resent to NT Govt
02-October-2012	Recycling / Container Deposit Scheme- Continue investigation and provide a report to DITS and CEO	SSM	Ongoing.	4.06.13
02-October-2012	Playground at Hall Email DITS Director requesting a final inspection from the project coordinator.	SSM and DITS	Ongoing	02.04.2013 - Upgrade will be a 2013/2014 priority project. 4.6.13 Softfall Company coming to advise.
02-October-2012	Ginty airstrip- Mataranka Investigate how the airstrip can be upgraded to comply with CASA guidelines and erect "No Camping" signs.	SSM/ ComOps	Ongoing	Temporary Signs put up. 4.06.13 DOI to access the NT Govt Assessor when in region for compliance assessment to bring in line with CASA Regulations
02-October-2012	No Parking signage outside RTC-Request from MRLB to erect bigger signage to stop vehicles pulling up at the front of the SDC and blocking the view of people reversing out of carpark.	SSM	Ongoing	4.6.13- Signs have been ordered from Norsign
04-December-2012	Investigate applying for funding under the Community Benefit Fund grants on behalf of the MRLB.	DITS	Ongoing	
05-December-2012	5/11/12 - follow up re grant application with DITS Director	SSM		

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
04-December-2012	Recycling / Container Deposit Scheme. Continue investigation in setting up a depot/transfer station.		Ongoing	18.04.2013-CDS will be reinstated following Fed Leg.
05-December-2012	Continue with investigation and provide a report to DITS Director and CEO.	SSM		
04-December-2012	5/11/12 – Provide Mataranka Health Clinic with a key to enable them to access the airstrip when needed.			
04-December-2012	No Parking sign at RTC .Request from MRLB to erect bigger signage to stop vehicles pulling up at the front of the SDC and blocking the view of people reversing out of carpark.		Ongoing	
04-December-2012	02/10/12 - Investigate the Waste Management Act to improve issue of dump being lit up by local people.			
04-December-2012	5/11/12 - look into getting a sign made up for Carew Rd telling people to cover their loads			
04-December-2012	SSM Report – Drainage Eley St & Roper Tce Investigate the drainage issue on the corner of Eley St and Roper Tce.	SSM	Ongoing	4.6.13
04-December-2012	Wallaby Sculpture – Jilkminggan Liaise with Jilkminggan, Artist and other stakeholders to have sculpture relocated to Mataranka.			MRLB now deciding where Statue will go. 4.6.13 options where statue will go being investigated
04-December-2012		Governance	Ongoing.	
04-June-2013	Counter Disaster Management-Include Counter Disaster info in updated Local Board Member Toolkit.	LB Support Officer		
04-June-2013	Community Area Signs-Roper Highway-Liaise with Dept Infrastructure to get signs removed on behalf of communities.	DITS		
04-June-2013	Two Lanes of Bitumen-Roper Hwy-upgrade to indust standard. Request at next OCM for RGSC to advocate on behalf of residents to have road upgraded due to increase in trucks from mining	DITS		
04-June-2013	No Camping By-Law. Address issue Visitors from other communities/south camping in parks in Mataranka. Option of new by-law.	DITS		
Daly Waters				
08-May-2013	Circulate notice and nomination forms calling for Local Board Members	SSM-Mataranka		
08-May-2013	SSM to take work crew from Mataranka to Post Office/Police Station site and support local people in clean up.	SSM-Mataranka		
08-May-2013	Request a car Counter be put in town for developing data on visitor numbers.			
08-May-2013	Collect Population Statistics around Daly Waters area.			
08-May-2013	Investigate on status for Airstrip	DITS		

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
08-May-2013	Perform scope works on Tennis court	DITS		

FINANCIAL CONSIDERATIONS

NIL

ATTACHMENTS:

- 1 LB Nom Maxie Millar 13.pdf
- 2 LB Nom Steven Rory 13.pdf



Local Board Nomination Form

Location: JILKMINCCAN Date: 5-6-2013

Name of nominee: MAXIE MILLAR

Best Contact:

Landline: 89754751

Mobile: _____

Email: _____

Postal Address:

Jilkminccan Community
JILKMINCCAN NT 0852

Key Areas of Interest: (please tick any box)

- Waste management
- Childcare
- Aged care
- Roads and infrastructure
- Administration
- Animal management
- Parks and gardens
- Sport and Recreation

Other information relevant to my nomination for the local board:

like to listen and have my say about
my community

Signature of nominee: Maxie Millar



Local Board Nomination Form

Location: Jilkminggan Date: 5/6/13

Name of nominee: Steven Rory

Best Contact:

Landline: 89754751

Mobile: 0457279946

Email: _____

Postal Address:

Jilkminggan Community Postbox 4028
via Malabarika

Key Areas of Interest: (please tick any box)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Waste management | <input type="checkbox"/> Childcare |
| <input type="checkbox"/> Aged care | <input checked="" type="checkbox"/> Roads and infrastructure |
| <input checked="" type="checkbox"/> Administration | <input checked="" type="checkbox"/> Animal management |
| <input type="checkbox"/> Parks and gardens | <input checked="" type="checkbox"/> Sport and Recreation |

Other information relevant to my nomination for the local board:

To talk for my community
and for other business in
our never never ward area

Signature of nominee: Steven Rory

G:\Gov&Corp Planning\Local Boards\LOCAL BOARD MEETINGS\Local Board Nomination Form (2).doc

WARD REPORT

ITEM NUMBER 12.2
TITLE Ward Report- Numbulwar Numburindi
REFERENCE 384269
AUTHOR Jo Nicol, Local Board Support Officer

RECOMMENDATION

That Council receive and note the Numbulwar Numburindi Ward Report.

BACKGROUND

Local Board Update

Virginia Nundhirribala Chairs the Numbulwar Local Board Meeting.

Local Board Membership number is 19 which includes; Cr.Kathy Anne Numamurdirdi, Virginia Nundhirribala, Faye Manggurra, Faith Numamurdirdi, Ngarurin Marrungun, Jangu Nundhirribala, Daisy Wurrarama, Ngala Ngalmi, Lorna Numggarrgalu, Cheryl Rogers, Henry Nunggamajbarr, David Murungaun, Sheila Nunggamajbarr, Margaret Minyowan, Mildred Nunamurdirdi, Timothy Wurrarama, Galiliwa Nunggarrgalu, Bob Nundhirribala, Langayina Rami

The Numbulwar Local Board Meeting was held on 11th July.

At this most recent Numbulwar Local Board Meeting the Roper Gulf Shire Plan was tabled for Local Board Members to comment on. The recently appointed new SASO will commence on the 31st July. New Future Alliances have now left Numbulwar, and some minor clean up still taking place. The Board held a discussion on the new Street names and the Local Board recommended taking them to a community meeting for final approval. A discussion was held about the most recent and up coming Training Opportunities in Numbulwar. Nerine Purton outlined the new RJCP program and what it will mean for job seekers at Numbulwar and stressed the importance of people committing to training and work.

The next Local Board Meeting is scheduled for 13 August.

Community Visitors:

NA

Other Meetings in Community

NA

ISSUES/OPTIONS/SWOT**Ward Action List**

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
12-March-2013	Alcohol management Plan - Does the Community want an Alcohol management Plan and if so you need to tell the Minister	Cr Kathy -Ann to discuss with community	Ongoing.	
12-March-2013	NFA Camp – Local Board members want to know what will be happening with the camp as to keep the buildings there will need to be discussions with the NLC.	GECO	Ongoing.	
12-March-2013	Dump Site - NLC still to meet with TO's to discuss appropriate site for Dump then shire will lease. Invite NLC to next LB Mgt	DITs & Governance	Ongoing.	NLC had meeting with TO's 9.04.13
12-March-2013	Drive Safe NT Remote -Gave a power point presentation, Drive Safe will be available in communities to do Learners, P's Licences and Ids, etc. There needs to be a car in the community for people to keep up the practice. Roper Gulf Shire has purchased a learning car but at this stage is only available to Shire Employees.	Cr Kathy -Ann to take issue to OCM to ask if rules can be relaxed for staff on L Plates		
12-March-2013	Incoming Correspondence: Letter from Numbulwar School requesting fund raising ideas for excursion in July-"Arnhem to Alpine"	C Proctor/Youth Services/CEO	letter submitted to the Council	
12-March-2013	Alcohol management Plan - Does the Community want an Alcohol management Plan and if so you need to tell the Minister	Cr Kathy Anne/Community	Ongoing	
12-March-2013	NFA Camp – Local Board members want to know what will be happening with the camp as to keep the buildings there will need to be discussions with the NLC.	GECO	Ongoing	
12-March-2013	Dump Site - NLC still to meet with TO's to discuss appropriate site for Dump then shire will lease. Invite NLC to next LB Mgt	DITS	Ongoing	NLC met with TO 9.04.2013
12-March-2013	Invite Bob Gosford and Bobby Nunggumajbarr (from NLC) to next Local Board Meeting –Sharon Hillen/Greg Arnott			
12-March-2013	CDEP to plan use of vehicles with new mentor in conjunction with Drive Safe NT Remote	CDEP		
12-March-2013	Cr. Kathy Ann to take issue back to OCM and ask if rules for Staff on L Plates can be relaxed so staff can use vehicles (Vehicle Policy) when working.	Cr Kathy Ann-OCM		

FINANCIAL CONSIDERATIONS

NIL

ATTACHMENTS:

There are no attachments for this report.

WARD REPORT

ITEM NUMBER 12.3
TITLE Ward Report - Nyirranggulong
REFERENCE 385041
AUTHOR Jo Nicol, Local Board Support Officer

RECOMMENDATION

- (a) **That Council receive and note the Nyirranggulong Ward Report.**

BACKGROUND

Local Board Meetings will be held this month at Barunga, Beswick, Bulman and Manyallaluk.

At the previous OCM on 26th June Beswick and Barunga Local Boards were dissolved, there is currently a recruitment process for new Local Board Members.

Beswick**Local Board Update:**

A Local Board meeting is to be held on Wednesday 17th July 2013.

Community Update:

NA

Barunga**Local Board Update:**

A Local Board Meeting is to be held on Tuesday 16th July 2013.

Community Update:

NA

Manyallaluk**Local Board Update:**

Local Board Membership is 7 which include Cynthia Williri, Mary Anne Kalamuka, Wayne Runyu, Alister Andrews, Mavis Jimberri, Christine Dooley, Robert Williri.

A Local Board Meeting will be held on Tuesday 16th July.

Community Update:

NA

Bulman**Local Board Update:**

Local Board Membership includes Cr John Dalywater, Annunciata Bradshaw, Jill Curtis, Michael Stevens, Mathew Rankin, Robbie Dalywater, Irene Jungewanga, Warren Campfoo.

A Local Board Meeting is to be held on Wednesday 17th July.

Community Update:

NA

ISSUES/OPTIONS/SWOT

Ward Action List

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
Beswick				
21-November-2012	To review need for direction signs to key locations in town	SSM		
21-November-2012	Follow up on status of Volatile Substance plan with Dept of Health.	AMP Worker	ongoing	
16-January-2013	Follow up with Clinic and SSM to arrange for "No parking" signs to go up.	Richard Kennedy/SSM		20.03.2013- Mal to follow up
16-January-2013	SSM to follow up with DITS about time table for plumbing of Mens' shed	SSM/DITs		
16-January-2013	Deanna Kennedy and Joseph will arrange to meet with the store committee to further coordinate social activities. Sunrise and YMCA (Tammy) should be invited to be involved with this.		Ongoing	
20-March-2013	Source photos for the Alcohol Management Plan	SSM and LB member Crystal	Ongoing	
20-March-2013	Letters of support to the Education Department about cutting back of staffing positions impacting on whole community	SSM & Cr Ashley		
Barunga				
09-October-2012	The Manager of HR be invited to attend the next Barunga Local Board Meeting and a report to be presented at the next meeting. The Local Board would also like a general HR presentation to assist in gearing up the members of the community for employment.	HR		
23-October-2012	The Barunga Local Board are recommending to Council to support the design of the new replacement for the Blue Prohibited areas sign with signs in Kriol and English.	Governance	Ongoing	Still waiting for Fed Govt to do something with signs.
23-October-2012	The Barunga LB would like a general presentation for the community on preparing members for employment.	HR		
16-April-2013	Jess from Dept LG to follow up on contractors and quarters	Dept Local Government and Housing		
16-April-2013	Signs and Identify graves at Cemetery	SSM & Community	Ongoing	

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

There are no attachments for this report.

WARD REPORT

ITEM NUMBER 12.4
TITLE Ward Report - South West Gulf
REFERENCE 385039
AUTHOR Jo Nicol, Local Board Support Officer

RECOMMENDATION

- (a) **That the Council receive and note the South West Gulf Ward Report**
 (b) **That the Council approve the reinstatement of Geoff Hulm and Jack Mcelhinney to the Borroloola Local Board**

BACKGROUND**Local Board Update:**

The Borroloola Local Board has a rotating Chairperson.

The Borroloola Local Board includes; Mayor Tony Jack, Councilor Stan Allen, Councilor Samuel Evans, Lizzie Hogan, Don Gardner, Trish Elmy, Mike Longton, Chrissy Joll.

Geoff Hulm and Jack McElhinney have both been very ill and have sent their apologies for the Borroloola Local Board meetings; both are in a position to resume their membership and have requested that they to be reinstated to the Borroloola Local Board.

Municipal update:

The Borroloola Swimming Pool will be closed for maintenance, from Monday 5th August, reopening Wednesday 28th August. The new Animal Management Officer Anthony Baker is working well. The new Garbage Compactor is now in use.

Community Visitors:

N/A

ISSUES/OPTIONS/SWOT**Ward Action List**

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
27-November-2012	To write to NLC regarding illegal dumping area in Garawa	SSM		
27-November-2012	To write to Dept of Infrastructure seeking clarification of responsibility of road corridors on the Carpentaria Highway	SSM		
27-November-2012	To write a letter to Sandridge (Stuart Hoosam) advising not RGS responsibility	DITS		
27-November-2012	To submit a Sport Activities Plan prior to commencement of school holidays and advertise on local notice boards, local radio station, Borroloola Matters and RGS Website	Sport & Rec Regional Co-ordinator		
27-November-	To follow up funding for Roads to recovery for Borroloola and region	Mayor		

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
2012				
27-November-2012	To approach LGANT re Sandridge Track	Mayor		
27-November-2012	To table MRM Representative's Local Board Member Application supported by Borroloola Local Board	Governance		
27-November-2012	To research possible foger's available and costs – to contact Carla James at Environment Health	SSM	Ongoing.	Val investigating
27-October-2012	Local Board request DITS to source funding through MRM CBT to develop Waste Management Plan regarding recycling in Borroloola and King Ash Bay.	DITS	Ongoing	30.05.2013 Application for funding-LB to be updated
27-October-2012	Write to Dept of Lands and Planning regarding raising Searcy Street culverts for wet season access to the Waste Facility.	DITS	Ongoing	30.06.2013-RGSC working with Mabunji to progress back road.
27-October-2012	GEC to follow up with Attorney General – responsibility of Night Patrol regarding community safety.	GEC		
27-October-2012	Local Board request Council to write to Minister to investigate options on moving the Power Station and Buffer Zone in Borroloola. Or to investigate the options of extending the gas pipeline from McArthur River Mine to Borroloola. This will be more environmentally friendly, save huge fuel costs and freight. (Plans are ahead for a bigger generator for Borroloola).	DITS	Ongoing	30.05.2013 Not progressed
27-October-2012	To approach LGANT regarding the Sandridge Track.	Mayor		
27-October-2012	To follow up funding for Roads to Recovery for Borroloola and surrounding areas.	Mayor		
22-January-2013	Sharon to discuss with Alison re: training program for CDEP to repair Sandridge Track.	DITS		
22-January-2013	Resend material on Mosquito Control to LB Members.	SASO		
22-January-2013	That Borroloola Local Board receives a full report from Council regarding the Indonesian Goodwill Games.	Mayor Tony Jack, Cr Evans & Cr Allen		
22-January-2013	All Local Board Members to inspect Infrastructure and Artwork, and bring suggestions to next Local Board Meeting on 7/03/2013.	LB		
22-January-2013	Local Board is seeking exemption from Council to designate a space for smokers at the Showgrounds	SSM		
22-January-	Contact Peter McLinden regarding funding for Manangoora, Seven Emu's and Batten Roads.	DITS		

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
2013				
07-March-2013	Funding for softball portable netting and 2 portable coach boxes be made,	Thomas Michel Catherine Proctor	Ongoing	30.05.2013 Re visit Funding scope to locate at back of AFL ground
07-March-2013	Top of wall with paintings to be restored and covered with a protective coating. Bottom of wall without paintings to be repaired and repainted.	Youth Services CEO so they may assist.	Ongoing	
18-April-2013	That the Fence be erected on Lot 386 Broad Street to prevent Children entering unsafe RGSC house.	SSM		Refer SSM report
18-April-2013	To discuss with Alison re: Sandridge Track repair can be done as a CDEP training Program	DITS		Investigate if funding has been approved by NTG.
30-May-2013	To Change scope of Softball grant, to locate at back of AFL Ground	Catherine Proctor		
30-May-2013	To canvas residents asking their input on what facilities they would like for S&R for the next 10 yr plan and bring results back to LB meeting 11 June 2013	All Local Board members		
30-May-2013	To give S&R Flow Chart to SASO to be presented at next LB Meeting 11 June 2013	Catherine Proctor		
30-May-2013	To contact outside sporting bodies to communicate with RGSC regarding sporting events to be held in Borroloola	SSM		
30-May-2013	To investigate if RGSC have a Special Purpose Lease with DOI on the Rocky Creek Boat Ramp	Sharon Hillen		
30-May-2013	To get advice on Illegal Camping in public places incl, Crown Land & Boat Ramps	Sharon Hillen		
30-May-2013	To write Waste management Lifespan	Sharon Hillen		
30-May-2013	To email letter of Complaint to P&W re:condition of roads in subdivision(pot holes & dust)	Sharon Hillen		
30-May-2013	20 km speed limit and No Through Road signs to be erected at all Community suburbs	SSM		

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

There are no attachments for this report.

WARD REPORT



ITEM NUMBER 12.5
TITLE Ward Report - Yugul Mangi
REFERENCE 385043
AUTHOR Jo Nicol, Local Board Support Officer

RECOMMENDATION

(a) **That Council receive and note the Yugul Mangi Ward Report.**

BACKGROUND

Local Board Update:

Councilor Daphne Daniels Chairs the Ngukurr Local Board Meetings.

The Local Board Membership is 13 which includes; Cr Daphne Daniels, Cr Davis Daniels, Walter Rogers, Robert Roberts, Derek Thompson, Jonathon Farrell, Jerry Ashley, Robin Rogers, Eric Roberts, Andrew Robertson, Ian Gumbula, Margaret George, Bobby Nunggumajbarr. Sammy Ponto, Alison Bush.

The Ngukurr Local Board Meeting will be held Wednesday 17 July

Municipal Update:

Ngukurr is looking very neat and tidy with regular rubbish runs and a good crew of workers, Shire Services Manager Paul Amarant is doing an excellent job.

Held last month the Ngukurr Festival was a great success.

Community Visitors:

NA

ISSUES/OPTIONS/SWOT

Ward Action List

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
14-March-2012	New Futures Alliance - Continuing Issues with roads, drainage etc	Sharon Hillen & Thomas Michel	Ongoing	
14-March-2012	Invite Territory Credit Union to next LB Meeting	SSM	Ongoing	Invited and came to meeting 11.04.2013 but no quorum, Next meeting
14-March-2012	Neighbourhood Watch Strategy is on the Radio and word of mouth to prevent crime	Local Board Members	Ongoing	
14-March-2012	Provide police with signed letter (by TOs) giving Police the authority to remove crocodiles from river at boat ramp	Yugal Mangi Board Members		
14-March-2012	To liaise with Elders to develop Ngukurr vision and engage Artists for poster.	Godfrey Blitner	Ongoing	

Date	Item Description	Responsible Person	Status	Status Comments - Completion Date
14-March-2012	Followup about slashing getting done at Outstations.	SSM	Ongoing	Some Outstations have been done but further slashing will have to wait until dry.
14-March-2012	To provide a list of names from people in community that are willing to undertake trades training in areas of plumbing & construction	Bobby Nunggumajbarr	Ongoing	
14-March-2012	Toilet for Airstrip-Sourcing	SSM to follow up with DITs	Ongoing	

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

There are no attachments for this report.

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER	14.1
TITLE	Youth in Community Leadership Conference- 25-27th June 2013
REFERENCE	384546
AUTHOR	Jo Nicol, Local Board Support Officer

RECOMMENDATION

- (a) **That Council receive and note the “Inaugural Youth Leadership in Community Conference” Report**

BACKGROUND

**Roper Gulf Shire Council
“Inaugural Youth Leadership in Community Conference”
Katherine NT – 25-27 June 2013**

Tuesday 25th and Wednesday 26th June 2013 marked the first Youth Voice Leadership Conference which was held at Godyinmayin Art and Cultural centre in Katherine NT. 30 youth delegates; age from 16 to 25 attended the two day event which included a varied program of guest speakers, workshops, a formal dinner, attending and presenting at the Roper Gulf Shire Ordinary Council meeting.

The Inaugural Youth Leadership in Community Conference came about as an initiative of The Roper Gulf Council to formally recognise the Youth Voice Committees and ensure the Youth Voice Committee has a greater understanding around how they can maximise their role both within Roper Gulf Shire Council and their Community. The Council sees these Youth Committees as a conduit for ideas and future Leaders while also playing a role in Council decision making.

The Conference was a partnership between Roper Gulf’s Governance Unit and the Youth Services Unit. A formal working group decided on a Leadership and Governance Program that would suit a Youth demographic. The appointment of Sue Davy from LGANT as Conference Facilitator was key to ensuring the program was relevant and inspiring.

Initial feedback has shown that the Youth Conference was not only fun but a positive experience for Youth Voice Members, Youth Services Officers and Governance staff. For many of the delegates, this was their first experience in a conference environment which was not only educational for the attendees but also initially some-what unsettling. The day began slowing for the group due to the unfamiliar surroundings however after several activities and much interaction with the delegates, some genuine leaders began to emerge from the crowd.

Day One commenced at 8.30am with Registration where all delegates received their name badges and conference bags containing various merchandise pieces. Shortly after the Youth Services team asked all delegates to pass around the microphone and introduce themselves. This activity was not welcomed with everyone becoming too shy. The ‘Welcome to Country’ and facilitators Welcome shortly followed and then the first keynote speaker, Warren Snowden’s representative, Eddie Chilsom began on the topic of ‘Youth Leadership – opportunities in community’. This topic allowed the delegates to begin to form an understanding of how the day and conference would operate. Sue Davy, followed with a presentation on ‘What is Government’ this topic gave an overview of how the 3 Tiers of Government work and fit into the Roper Gulf Shire Council and where Youth Voice Committee sits, roles and responsibilities of Councilors and Local Boards.

‘What makes a good leader’ was a mid morning, panel discussion. where three speakers formed a panel for this topic; Cerise King, Natalie Waterson and Cameran Kossack. This part of the conference broke the ice with the delegates. Each guest gave their own experiences at school, workplace, family and their roles within the community as leaders allowed the delegates to connect and associate themselves with role models they may aspire to be like. Each delegate had the opportunity to write a question to the speakers and a few were asked to thank each speaker. Whilst some coaxing and convincing had to occur, a few of the Youth did use the microphone and thanked the speakers; this was a reoccurring theme through the day to encourage a positive, Leadership experience. With all three panelists Leaders in the Community, that idea of leadership was expanded to include it widest reach. There was a Question & Answer session and it was here when conference participants began being actively involved in the discussions.

During the next session Delegates were asked ‘What skills are required to become a good leader?’ Each delegate wrote their response on a Yellow post-it note, the responses were:

‘Want to be a person that willing to help young people about work place and healthy life to know people’

‘Positive attitude ☺’

‘I want to be a school teacher’

‘Computer’

‘I’ve like to do a computer job’

‘Inspiration’

‘More confidence ☺’

‘To become a local board member’

‘Confidence’

‘Reading?’

‘Computer Job’

‘Positive attitude ☺’

‘Inspiration’

‘Knowledge’

‘Computer’

‘Courage’

‘Teaching Kids’

‘Become and interpreter as a leader in my community’

‘Language and Knowledge’

Allowing the delegates to have input into what they believed made a good leader, gave the delegates the opportunity to consider how they might like to achieve their own goals. The concept of Leadership was presented as many forms and that could be as small or big as individual delegates wanted it to be this ensured self-esteem and confidence was nurtured and maximise individual’s participation at the Conference.

After Morning Tea Facilitator Sue Davy continued with a presentation on ‘Why have a meeting’ exploring why meetings are necessary, planning and outcomes. Cr Kate Ganley from Katherine Town Council presented on ‘What makes a meeting worthwhile’. This presentation provided delegates with strategies and ideas they can use in order to ensure a good meeting that runs correctly, each meeting attendee feels included, what can go wrong and how to avoid that.

A second panel discussion occurred with Lee-Anne Moore, Roper Gulf Shire Mentor and Meg Geritz from Youth Worx again on the topics of their life experiences and the types of leadership roles they have. The delegates again had the opportunity to thank each of the presenters and write any questions they had for them on post-it notes. Delegates were asked as a group decide on the "Top ten things that make a good Leader", "What can make being a Leader hard sometimes", and "How could we help prevent some of these things?" The groups worked well and feedback was given on the Conference floor. This was a busy activity and it was good to have some of the Keynote Speakers to support the groups with this part of the day.

Lunch was then served and many of the speakers had stayed for the morning sessions were available to talk with delegates in a relaxed atmosphere.

The afternoon session began at 1pm and it focused on "Conflict Resolution" this was an opportunity to explore other ways of dealing with issues and conflict, that it is not necessarily a bad thing and how supporting each other and agreeing on outcomes is a better approach. There were specific outcomes Governance were hoping for with this conference, and Giving Youth Voice Committees the background of "How Council Works " and "How Youth Voice play a role in affecting positive outcomes for the Committees and Community" To this end the process of developing a Recommendation to put to Council at the OCM Conference delegates were attending the next day was explored. Conference Delegates discussed what was an issue they felt passionate enough to ask for Council support and that the Recommendation needed to be something obtainable. Ideas were thrown around in a broad discussion and the Recommendation was finally settled on making the Leadership Conference an annual event. Thus Youth Voice agreed on the following Recommendation;

- a) That Roper Gulf Council funds another Youth Forum in Katherine that looks at leadership training and that this forum is held in March or April of 2014 at the same time as the Ordinary Council meeting.

The later Afternoon session gave delegates an opportunity to exercise their creative side with Johanna Bell leading a workshop on messaging and poster making. How you can develop your message and how you can put it out to the community to take notice. This session was enthusiastically embraced and afternoon tea came and went as many groups continued with the creative process. The posters are available for viewing.

The Conference finished at approximately 4.30pm then a photo shoot was held outside on the lawns of the Centre. Delegates were then transported to Springvale to relax and get ready for the Conference Dinner at 6.30pm.

The conference dinner "Deadly Youth & Council Yarn" was held at Knotts Crossing. An Alfresco Buffet Dinner was served and Youth Voice members had an opportunity to mingle with elected members. This alcohol free event allowed the delegates to meet more of the inspirational members of their communities The Mayor Tony Jack gave a speech and the evening finished at 8.30 with dessert. At around this time the Youth Voice members got up and two Members thanked the Mayor and Council for the opportunity of having a Youth Conference.

On Wednesday 26th June 2013, delegates attended the Ordinary Council Meeting of the Roper Gulf Shire Council. The Recommendation they developed was presented to the Council by Shonada Anderson (Borrooloola), Lane Bonney (Borrooloola), Lionel Sliver (Ngukurr) who emerged the previous day as Leaders wanting to take part in the Ordinary Council Meeting.

ISSUES/OPTIONS/SWOT LESSONS LEARNT:

- Asking the new delegates to take the microphone and introduce themselves was counter productive and probably intimidated the delegates in their unfamiliar environment. This is something that should not be included in the program next time.
- More time needs to be taken to ensure the delegates feel as comfortable as they can in the conference environment as most have not experienced this before, nor did they know what to expect.
- From feedback, most delegates enjoyed creating posters as it had an arts component, this is positive so similar activities should be used again in the future.
- The group work allowed the delegates to become more comfortable with the conference environment so activities based around groups should be included again.
- Team Building is an important exercise and many had the opportunity to do that in a formal setting of a Conference.
- Breaking down the Shame barrier is a big one and an exercise like the Art session could be moved to be incorporated into the morning session also.
- Youth Workers supported to be across the Council and Conference values and targeted outcomes, so they can play a more involved role towards Youth development
- The range of activities was good Workshops, Dinner and Council Meeting.
- That the Youth Workers also got professional development out of the Conference which was an unexpected flow on.
- Next time canvass some ideas from Youth Voice members around how they would like their conference and what topics they are interested in.

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

There are no attachments for this report.

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER	14.2
TITLE	Australian Citizenship Ceremonies
REFERENCE	383885
AUTHOR	Stephanie Chan, Manager of Governance, Corporate Planning and Compliance

RECOMMENDATION

- (a) **That Council agree to the submission of an application to enable the Mayor of Roper Gulf Shire Council to conduct Australian Citizenship Ceremonies.**
- (b) **That the Council decide on the venue and schedule for such an event.**

BACKGROUND

Citizenship ceremonies fulfil legal requirements prescribed by the *Australian Citizenship Act 2007* (the Act) and the Australian Citizenship Regulations 2007 (the Regulations). They are conducted under the authority of the Australian Government minister responsible for citizenship matters. Citizenship ceremonies are generally public ceremonial occasions which provide an important opportunity to formally welcome new citizens as full members of the Australian community. Representatives of all three levels of government (federal, state or territory, and local), community leaders, Aboriginal and Torres Strait Islander leaders, friends and relatives of the candidates are invited to attend. To reflect the significance of the occasion citizenship ceremonies should be formal and meaningful occasions conducted with dignity, respect and due ceremony. They should be designed to impress upon candidates the responsibilities and privileges of Australian citizenship. To maintain the dignity and propriety of the occasion, private commercial activities (for example sale of souvenirs) should not be associated with citizenship ceremonies.

The types of ceremonies conducted can be:

1. Public ceremonies

Candidates should be encouraged to participate in a public citizenship ceremony wherever possible. Local government councils conduct most citizenship ceremonies. Community organisations may also conduct citizenship ceremonies, usually on or near significant days such as Australia Day, Australian Citizenship Day and significant national anniversaries. Community organisations may be asked to sign an agreement with the department on how ceremonies are to be conducted.

2. Special purpose ceremonies

Special purpose ceremonies may only be arranged when a candidate requires urgent conferral of Australian citizenship or in special circumstances, for example, where a candidate has a disability preventing their attendance at a public ceremony. To avoid the appearance of conflict of interest, presiding officers should not confer Australian citizenship on family members, close friends or acquaintances at special purpose ceremonies.

Invitations to the minister's representative, members of parliament or community groups are not necessary for special purpose ceremonies. However if a member of parliament is invited invitations must be extended to all those required to be invited to public ceremonies. The attendance of family and friends is normally kept to a minimum.

ISSUES/OPTIONS/SWOT

Presiding Officer

The Mayor is a position authorised by the to be able to preside at the ceremony. Presiding officers can not appoint a proxy, however if person is Acting in the position, then that person can perform the duties of the presiding officer whilst acting in the authorised position.

Venue for Ceremonies

The Council will need to decide on a venue such ceremonies will be held if it is resolved to pursue

Scheduling of Ceremonies

In keeping with government policy that ceremonies be held at regular intervals, local government councils should hold ceremonies at least every two to three months, regardless of the number of candidates available to attend and more frequently if necessary. There is no maximum or minimum number of candidates prescribed for citizenship ceremonies.

Local government councils must provide their local office of the department with a schedule of ceremony dates three to six months in advance. Approximately four weeks prior to a ceremony, the department will provide councils with a list of candidates.

Community organisations must give their local office of the department at least three months notice before the proposed date of the ceremony. This period of time is needed in order to ensure:

- prospective candidates have sufficient time in which to fulfill application requirements
- the department has sufficient time in which to process and approve applications.

Community organisations should also work in partnership with local government councils to ensure a coordinated approach and the availability of the mayor or another delegated council officer to act as presiding officer at the community ceremony.

FINANCIAL CONSIDERATIONS

nil

ATTACHMENTS:

- 1 checklist Australian Citizenship Ceremonies Code.pdf



Australian Citizenship Ceremonies Code

Chapter 14

Checklist for conducting a ceremony

Contact the department

- Local government councils must provide the department with a schedule of ceremony dates three to six months in advance.
- Community organisations must contact the department at least three months before a planned ceremony date.

Organise the ceremony

- Invite the candidates. If the ceremony is to be hosted by a community organisation, the department will generally invite the candidates.
- Invite the minister, elected government officials and representatives of local community groups. Advise officials if they will be invited to make a speech.
- Ensure the presiding officer is authorised by the minister to administer the pledge.
- Advise the department if the minister or a representative will attend. If neither is attending, contact the department to obtain the current minister's message.
- Advise the AEC of the time and date of the ceremony.
- Prepare a ceremony program.
- Ensure the Australian citizenship certificates, pledge cards, pledge verification list, electoral enrolment forms, affirmation cards if required and publicity consent forms have been received from the department. Departmental officers will bring these items to ceremonies conducted by community organisations.
- Arrange for the national symbols to be displayed and the National Anthem to be played.
- Arrange for an Indigenous acknowledgement, a social gathering and an Australian citizenship affirmation ceremony to be incorporated in the ceremony.

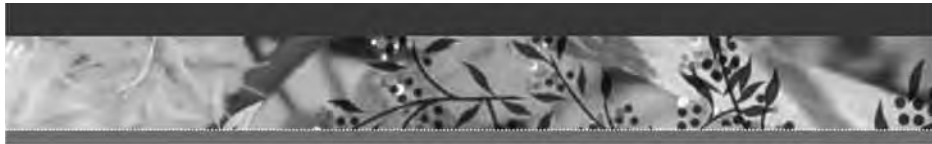


On the day

- Display the national symbols.
- Identify the candidates correctly against the pledge verification list and their identity documents. At ceremonies conducted by community organisations, this will be carried out by departmental officers.
- Obtain the written consent of candidates to publicity if the ceremony is to be used for promotional purposes.
- Issue pledge cards, electoral enrolment forms (and affirmation cards if required) to the candidates.

During the ceremony

- The presiding officer must read the minister's message if the minister or minister's representative is not attending.
- Other officials are invited to speak after the delivery of the minister's speech or message.
- Presiding officer must read aloud the address specified in schedule 1 of the Regulations (see Appendix 2) prior to candidates making the pledge.
- Candidates must make the pledge.
- Candidates who have made the pledge are presented with their Australian citizenship certificates.
- Arrange for electoral enrolment forms to be completed.
- Conduct an Australian citizenship affirmation ceremony if arranged.
- Play the Australian National Anthem at the end of the ceremony.
- Invite all to the social gathering if applicable.



Shortly afterwards

- Complete and return both Australian citizenship pledge verification lists; one to the department and the other to the AEC.
- Forward the names and addresses of new citizens to local federal and state/territory members of parliament, where requested.
- Return all Australian citizenship certificates that were not presented at the ceremony to the office of the department that issued them by registered mail.



CORPORATE GOVERNANCE DIRECTORATE REPORT



ITEM NUMBER	14.3
TITLE	LGANT call for nominations to Ministerial Committee - NT Grants Commission
REFERENCE	381966
AUTHOR	Jyoti Pudasaini, Corporate Planning & Compliance Officer

RECOMMENDATION

- (a) **That Council nominate persons to sit on the NT Grants Commission committee and if the nomination is successful to support them to attend all upcoming committee meetings.**

BACKGROUND

LGANT is calling for nominations to the NT Grants Commission. This is a Ministerial committee and nominations received will be forwarded to the Minister for his consideration.

The next meeting of the NT Grants Commission committee is due to be held in August 2013. It is important that the nominee completes the "Nominee Information" section of the nomination form or a short biographic with the application.

Nominations are to be submitted by 17 August 2013 so that this item can be included in the LGANT Executive meeting on 20 August 2013.

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

- 1 NT Grants Commission Information.doc
- 2 NT Grants Commission nomination form.docx
- 3 Outside Committee reporting template.docx
- 4 Procedures for LGANT representatives on committees.doc

NT GRANTS COMMISSION

Overview

The Northern Territory Grants Commission is established as an independent statutory authority under the Local Government Grants Commission Act 1986. Its primary role is to allocate financial assistance grants provided by the Australian Government to Northern Territory local governing bodies in the form of general purpose grants and local roads grants.

It is a requirement under the Commonwealth's Local Government (Financial Assistance) Act 1995 that there is a local government grants commission in each State and the Northern Territory to make recommendations on the allocation of funding to local governments made under the Act.

Functions

The Commission makes recommendations to the Federal Minister in respect of the amounts of money to be allocated to local governing bodies from the money provided to the Territory by the Commonwealth under the Local Government (Financial Assistance) Act 1995.

The Commission also makes recommendations on such other matters relating to the finances of local governing bodies as the Northern Territory Minister for Local Government, from time to time, refers to the Commission.

The Local Government Grants Commission Act 1986 provides for a Commission of four members, consisting of:

- a Chairman appointed by the Minister;
- the Chief Executive Officer (CEO) of the Agency primarily responsible to the Minister for the administration of the Act, or his delegate; and
- two members appointed by the Minister; one representing the interests of municipal councils and the other representing the interests of community government councils and approved local governing bodies.

The current members of the Commission are:

- Chairman - Bob Beadman
- CEO's Delegate - Trish Angus
- Representing Municipal Councils - Damien Ryan
- Representing Community Government Councils - Anne Perry
- Deputy Representing Municipal Councils - Natasha Griggs
- Deputy Representing CGC councils - Margaret Vigants

Administration and Staffing

The Executive Officer, Mr Peter Thornton, and Mrs Donna Hadfield, both of the Department of Housing, Local Government and Regional Services, coordinate the

visitation programs and assist with the Commission's activities by providing executive support to the Commission.

MEETINGS

Meetings are held as required and generally 2-3 times per year. Members will be required to attend visitations of all local governments, which is on a 3-year rotation. These visits will include all communities within shires with some visitations lasting up to one week.

LOCAL GOVERNMENT ASSOCIATION OF THE
NORTHERN TERRITORY

NOMINATION FORM
NT GRANTS COMMISSION



COUNCIL NAME:

1. Agreement to be nominated

I, _____ agree to be nominated as a member of the

NT GRANTS COMMISSION.

Signature:

Dated this _____ day of _____ 2013.

2. Council Confirmation of Nomination

I, _____ the Chief Executive Officer

hereby confirm that _____

was approved by resolution of Council to be nominated as a member of the **NT GRANTS COMMISSION** at a meeting held on ____ / ____ /2013 .

Signature:

Dated this _____ day of _____ 2013.

3. Nominee Information

The following information is required to enable the Executive to make an informed decision. A current curriculum vitae can be submitted in lieu of section 3 of the nomination form.

3.1 What is your current council position? _____

3.2 How long have you held your current council position? _____

3.3 How long have you been involved in local government? _____

3.4 What experience do you have that is relevant to this committee?

3.5 Apart from your current position what other roles have you had in the local government sector?

4. You agree to supply the Executive with a report on the committee meetings you attend?

I agree I Disagree

5. Have you read and agree to the Outside Committee procedures

Yes

<INSERT COMMITTEE NAME>

<INSERT FINANCIAL YEAR> REPORT

LGANT REPRESENTATIVE: <INSERT REPRESENTATIVE>

Membership

The current Committee comprises

The Committee is chaired by

Business

The main business of the Committee during the year was to:

- ;
- ;
- ;
- .

Future Focus**Further Information**

Contact:

Tel:

Email:

Website:

LOCAL GOVERNMENT ASSOCIATION OF THE NORTHERN TERRITORY



PROCEDURES FOR LGANT REPRESENTATIVES ON COMMITTEES

LGANT representatives on committees are required to provide the Association with regular reports and an annual report for its Annual General Meeting in November of each year.

The Association also requires the minutes of each meeting attended to be emailed to the CEO's Personal Assistant, cassie.cook@lgant.asn.au.

Representatives are required to supply the Association with contact details such as mobile phone number, email address, postal address and the council they are a member of.

The Association will supply information to nominees of committees, including their Terms of Reference.

If a LGANT representative resigns from a committee, he/she is requested to inform the Association in writing, by letter or email, so that an alternative representative can be nominated to the committee.

The Association may remove its endorsement of a representative on a committee if that representative fails to deliver regular reports or misses meetings without just cause. It would then be up to the committee to decide whether or not the representative remains on that committee if the representative is without LGANT endorsement.

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER 14.4
TITLE Conditional Rating Guidelines
REFERENCE 383091
AUTHOR Jyoti Pudasaini, Corporate Planning & Compliance Officer

RECOMMENDATION

- (a) **That Council agree to progressing the process of drafting a new Conditional Rating Process as per Guideline 6 of the Local Government Guidelines NT.**

BACKGROUND

Conditionally rateable land is defined in s.142 of the Local Government Act as:

- a) land held under a pastoral lease;
- b) land occupied under a mining tenement;
- c) other land that is classified under the regulations as conditionally rateable.

A report was presented to Council at a previous meeting, showing the variations in mining rates across Australia. It showed that mining rates in the NT to be lowest in the country by a significant amount.

ISSUES/OPTIONS/SWOT

In summary the requirements to pursue a variance to the annual CPI increase for conditionally rateable land requires a submission to the Minister including:

- (i) A list of services available to constituents of prescribed properties. This should be a list of any services provided by the council. The list should include:

- i. services which the residents of conditionally rated land have the opportunity to take advantage of;
- ii. services which are funded by conditionally rateable land revenue;
- iii. direct property services funded from conditionally rateable land revenue.

- (ii) A report of consultation with owners and lessees of prescribed properties. Before the rating proposal is put to the Minister, councils should prepare draft rates and charges impact statements for owners and lessees of prescribed properties and request comments by due dates.

- (iii) A comparative analysis of the amounts contributed to the council revenue by other constituents of the council. This should include a user benefit model which includes valuation report, council's draft operating budget, and accurate assessment of ratepayers in each ratepayer category.

- (iv) A report of the impact that a decision of the Minister to approve, or not to approve, the rating proposal is expected to have on the financial viability of the council. The proposal should indicate how the revenue collected from the rates on conditionally rated land is likely to be expended and the effect on the council and its budget and service provision if the revenue is not obtained.

FINANCIAL CONSIDERATIONS

Potential for financial increase in the rates base.

ATTACHMENTS:

- 1 Approved Conditional_Rating 2013-14.pdf

2 Guideline_6_conditionally_rateable_land.doc



MINISTER FOR LOCAL GOVERNMENT

Parliament House
State Square
Darwin NT 0800
minister.giles@nt.gov.au

GPO Box 3146
Darwin NT 0801
Telephone: 08 8928 6567
Facsimile: 08 8928 6621

RGSC - Correspondence	
Date: 7.3.13	
<input checked="" type="checkbox"/> Incoming	<input type="checkbox"/> Outgoing
<input checked="" type="checkbox"/> Infoxpert	ID: 355231
<input type="checkbox"/> Registered	
<input type="checkbox"/> CEO	
Attention: FINANCE MGR + COMM FOR FACM.	
Action: FYI.	

Mr Tony Jack
Mayor
Roper Gulf Shire Council
PO Box 1321
KATHERINE NT 0851

Dear Mr Jack

Thank you for the letter dated 27 February 2013 from Mr Michael Berto, Chief Executive Officer, providing Council's proposal for conditional rating. I note that you have requested an increase of the Council's 2012-13 levels by the addition of the Territory adjusted Consumer Price Index (CPI).

After consulting with the Minister for the pastoral and mining sectors, I have approved a conditional rating proposal that will allow an increase on your Council's 2012-13 approved conditional rating proposals by Darwin's CPI as at the December quarter of 2012.

Please find enclosed the approved rating proposal.

Yours sincerely

ADAM GILES

05 MAR 2013



Roper Gulf Shire Council Approved Conditional Rating Proposal 2013-14

Section 142 Local Government Act

Roper Gulf Shire Council may rate conditionally rateable land in the 2013-14 year in accordance with the approved conditional rating proposal of 2012-13 adjusted by the Darwin Consumer Price Index (CPI) as at the end of the December quarter of 2012 (2.50%).

For this purpose, the following explanations apply:

(1) Mining tenements as defined in the Local Government Act:	(2) Pastoral Leases:
(i) Assessed value is defined at section 149(2) of the Act.	(i) Assessed value to be the unimproved capital value (UCV) as at 1 July 2008.
(ii) Rate in 2013-14 to be calculated by multiplying the assessable value by 0.00326.	(ii) Rate to be applied in 2013-14 to be calculated by multiplying the UCV as at 1 July 2008 by 0.000689.
(iii) Minimum rate of \$815.30.	(iii) Minimum rate of \$344.49.
(iv) Contiguous leases and/or reasonably adjacent leases to be rated as if they were a single lease.	(iv) Where not practicable to apply a rate against UCV (e.g. where property was not valued as at 1 July 2008) a flat rate of \$344.49 can be applied.
(v) Exploration leases and licenses are exempt from rating.	(v) It is within the discretion of the council to levy a rate lower than may be payable by applying (i) to (iv) above.
(vi) Where the owner of the mining tenement is also the owner of the land tenure underlying the mining tenement, and is liable for rates for the underlying tenure, the only rates payable are either the rates payable for the underlying tenure or the rates payable for the mining tenement, whichever is the highest.	(vi) Nothing in (i) to (v) above prevents a pastoral interest and a council reaching voluntary agreement on financial contributions or service delivery arrangements in addition to rates.
(vii) It is within the discretion of the council to levy a rate lower than may be payable by applying (i) to (vi) above.	
(viii) Nothing in (i) to (vii) above prevents a mining interest and a council reaching voluntary agreement on financial contributions or service delivery arrangements in addition to rates.	

05 MAR 2013
ADAM GILES
Minister for Local Government

/ / 2013

6. Conditionally Rateable Land

1. Objectives

To provide guidance to councils framing rating proposals pursuant to Chapter 11 of the Local Government Act 2008.

2. Background

Under section 142 of the Local Government Act 2008, land held under a pastoral lease and land occupied under a mining tenement is conditionally rateable land.

In order to rate such land, councils must submit a rating proposal to the Minister and the Minister will consider the proposal in consultation with the Minister responsible for the pastoral sector and the Minister responsible for the mining sector.

A proposal must be submitted by a council at least four months before the commencement of the relevant financial year (by February).

A proposal must contain the information required by these guidelines and the Minister must respond within 20 business days. The Minister may:

- i. approve the rating proposal in the form submitted by the council:
or
- ii. approve the rating proposal with amendments the Minister considers appropriate; or
- iii. reject the rating proposal.

An approved rating proposal must be published on the Department of Local Government and Housing website and on the council's website.

Under section 268 of the Local Government Act 2008, the Minister may impose limits on rates for the 2008-09, 2009-10 and 2010-11 financial years. Such a limit may apply to any rates imposed by a shire council and to conditionally rateable land of a municipal council.

These guidelines relate to the content which must be contained in a council proposal to the Minister pursuant to section 142 to rate conditionally rateable land.

The Minister takes into account the total impact of pastoral rent (levied by the Northern Territory Government) and local government rates in considering a conditional rating proposal, with a view to ensure there is no unreasonable increase in the overall rent/rate impost on pastoral lease holders.

3. Information required in rating proposal

Where the Minister has imposed limits on rates on conditionally rateable land pursuant to section 268 of the Local Government Act 2008 proposals to rate conditionally rateable land may not exceed the stipulated limits.

Where the Minister has not imposed limits on rates on conditionally rateable land pursuant to section 268 of the Local Government Act 2008, a proposal which seeks to do more than simply add CPI to the previous year's rates, must include the following information:

- (i) A list of services available to constituents of prescribed properties. This should be a list of any services provided by the council. The list should include:
 - i. services which the residents of conditionally rated land have the opportunity to take advantage of;
 - ii. services which are funded by conditionally rateable land revenue;
 - iii. direct property services funded from conditionally rateable land revenue.
- (ii) A report of consultation with owners and lessees of prescribed properties. Before the rating proposal is put to the Minister, councils should prepare draft rates and charges impact statements for owners and lessees of prescribed properties and request comments by due dates.
- (iii) A comparative analysis of the amounts contributed to the council revenue by other constituents of the council. This should include a user benefit model which includes valuation report, council's draft operating budget, and accurate assessment of ratepayers in each ratepayer category.
- (iv) A report of the impact that a decision of the Minister to approve, or not to approve, the rating proposal is expected to have on the financial viability of the council. The proposal should indicate how the revenue collected from the rates on conditionally rated land is likely to be expended and the effect on the council and its budget and service provision if the revenue is not obtained.

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER 14.5
TITLE Update on By-laws
REFERENCE 383078
AUTHOR Jyoti Pudasaini, Corporate Planning & Compliance Officer

RECOMMENDATION

- (a) **That Council invite the Governance and By-Law Coordinator from Victoria Daly Shire Council to present an update on the VDSC By-Law Project.**

BACKGROUND

Victoria Daly Shire Council received a grant to progress their By-Law Project. The project is at a point that many of the legal investigations have been completed and presentation of the Council's journey would add value to the progression of the RGSC By-Laws.

ISSUES/OPTIONS/SWOT

The introduction of By-Laws presents a variety of issues. It is important to learn about and pre-empt any issues that may arise.

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

There are no attachments for this report.

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER 14.6
TITLE Roper Gulf Shire Council Strategic Plan 2013-2016
REFERENCE 383087
AUTHOR Jyoti Pudasaini, Corporate Planning & Compliance Officer

RECOMMENDATION

- (a) **That Council approve the Roper Gulf Shire Council Strategic Plan 2013-2016.**

BACKGROUND

The Roper Gulf Shire Council Strategic Plan 2013-2016 was developed and was made available for public consultation for 21 days from 14 May 2013 to 3 June 2013.

ISSUES/OPTIONS/SWOT

The finalisation of this strategic plan will allow the implementation activities focussing on delivery of these goals in the Shire Plan 2013-2014.

The draft Strategic Plan 2013-2016 has been distributed in a separate document to this Report.

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

There are no attachments for this report.

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER	14.7
TITLE	Roper Gulf Shire Council Shire Plan 2013-2014
REFERENCE	382081
AUTHOR	Jyoti Pudasaini, Corporate Planning & Compliance Officer

RECOMMENDATION

- (a) That Council receive and note and endorse with edits, the Roper Gulf Shire Council Shire Plan 2013 – 2014.
- (b) That Council adopt the Roper Gulf Shire Plan 2013-2014
- (c) That Council approve the submission of the Roper Gulf Shire Council to the Minister of Local Government and to the Department of Local Government.

BACKGROUND

The Roper Gulf Shire Council Shire Plan 2013 – 2014 has been released to all communities and is available on the RGSC website. Posters have been distributed to promote the Council governance structure and the availability of the Plan. All managers have forwarded copies of the Plan to stakeholders and service delivery partners.

The Shire Plan 2013-2014 has been out for public consultation for 21 days as required by the Local Government. The public comments and amendments will be presented separately to this document.

ISSUES/OPTIONS/SWOT

The draft Shire Plan 2013-2014 has been distributed in a separate document to this Report.

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

There are no attachments for this report.

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER	14.8
TITLE	Grants - Youth Diversion Program 2013-2015 - Department of Correctional Services
REFERENCE	382786
AUTHOR	Amanda Haigh, Grants Coordinator

RECOMMENDATION

- (a) That Council approve the funding agreement for 2013-2015 Youth Diversion Program by signing, dating and affixing the Common Seal to both copies of the agreement.

BACKGROUND

The aim of the Youth Diversion Program is to divert young people away from the formal justice system and the courts.

The principles of the program are to treat young people fairly, take fully into account the impact on victims, encourage parental responsibility, foster closer police and community interaction, foster positive social change and reduce youth crime.

The program must provide the following services:

1. Provide case management to youths entering into the diversion system in Borroloola, Ngukurr and Numbulwar and surrounding communities where the service is needed
2. Directly deliver proactive preventative activities for indigenous youths aged 10 to 17 who are at risk of coming into contact with the formal justice system
3. Work closely with other organisations to address the multiple needs of clients to achieve the best outcomes such as: communication between youth services; NT Police; Schools; effective referral systems
4. Workplace support and development
5. Provide formal and non-formal Youth Diversion plans, mentoring, social and recreational activities and skills development for young people that directly address their offending behaviour, activities include: education, training and employment; health, awareness and life skills; sports and recreation opportunities; encouraging strong family relationships; crime prevention; involving mentors in empowering young people to make positive changes by way of healthy informed decisions and choices.
6. To develop, implement and report on strategies that provide culturally secure approaches that meet the needs of indigenous children and families.

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

2012-2013 funding to Council was \$205,000(gst exc.)

2013-2015 offer to Council \$473,000 (gst inclusive)

- 2013-2014 \$236,500
- 2014-2015 \$236,500

ATTACHMENTS:

1 JD 1315 SFA.pdf

SERVICES FUNDING AGREEMENT FOR YOUTH DIVERSION PROGRAM

BETWEEN:

NORTHERN TERRITORY OF AUSTRALIA CARE OF ITS AGENCY
THE DEPARTMENT OF CORRECTIONAL SERVICES

AND:

ROPER GULF SHIRE COUNCIL

DATED THE _____ DAY OF _____ 2013

Solicitor for the Northern Territory
66 The Esplanade, Darwin
Telephone: 08 8935 7807 Facsimile: 08 8935 7810

2013/15 Funding Agreement – Roper Gulf Shire Council

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DETAILS

PARTIES

NORTHERN TERRITORY OF AUSTRALIA care of its agency THE DEPARTMENT OF CORRECTIONAL SERVICES (ABN 64 085 734 992) ("The Territory")

Address for service of notices:	Contact Person:	Michael Currie
	Physical address:	2 nd Floor, Old Admiralty Tower, 68 The Esplanade, Darwin NT 0800
	Postal address:	GPO Box 3196, Darwin NT 0801
	Telephone:	(08) 8935 7539
	Facsimile:	(08) 8935 7734
	Email:	Michael.Currie@nt.gov.au

AND

ROPER GULF SHIRE COUNCIL (ABN: 94 746 956 090) ("The Recipient")

Address for service of notices:	Contact Person:	Julie Kartinyen
	Physical address:	29 Crawford Street, Katherine NT 0851
	Postal address:	PO Box 1321, Katherine NT 0851
	Telephone:	(08) 8972 8300
	Facsimile:	(08) 8971 2129
	Email:	Julie.Kartinyen@ropergulf.nt.gov.au

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Agreement unless a contrary intention appears:

- (a) "Agreement" means this document;
- (b) "Approved Account" means the account opened and operated by the Recipient pursuant to clause 3 (the Approved Account details at the date of this Agreement may be specified in Item 1 if known);
- (c) "Business Day" means a day which is not a Saturday, Sunday or Public Holiday in Darwin in the Northern Territory of Australia;
- (d) "Completion Date" means the date the Territory will cease funding the Services and/or the Services must be completed, as set out in Item 4;
- (e) "Components" means each separate or discrete component or aspect of the Services, as set out in the Service Plan;

- (f) **"Component Completion Dates"** means, in respect of each Component, the date or timeframe for completion set out in the Service Plan;
- (g) **"Contact Persons"** means the contact persons for each of the parties as required by clause 16.1(b) and as specified in the Details;
- (h) **"Contract Material"** means all Material:
 - (i) brought into existence under or in accordance with this Agreement or for the purpose of performing the Services;
 - (ii) incorporated in, supplied or required to be supplied along with the Material referred to in clause 1.1(h)(i); or
 - (iii) copied or derived from Material referred to in clauses 1.1(h)(i) or 1.1(h)(ii);
- (i) **"Date of this Agreement"** means the date the last party to sign this Agreement does so;
- (j) **"Depreciation Rate"** means the depreciation rate nominated by the Territory from time to time for:
 - (i) Assets of a particular type; or
 - (ii) for a particular Asset;
- (k) **"Details"** means the Details of the parties set out at the start of this Agreement;
- (l) **"Employees"** means any employees, staff, consultants, volunteers, personnel or other persons employed or engaged by the Recipient to perform any activities related in any way to the Services or this Agreement, whether paid or not;
- (m) **"Funding"** means the total amount of funding the Territory will pay the Recipient during the Term, as set out in Item **Error! Reference source not found.**, and, where the context permits or requires, includes the whole or any part of the Funding and any interest accrued on the investment of the Funding or any part of it;
- (n) **"Funding Period"** means the period of time for which that Funding is paid and during which it must be expended in accordance with this Agreement, as specified in Item **Error! Reference source not found.**;
- (o) **"Intellectual Property"** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential Information (as defined in clause 8.1) kept confidential;
- (p) **"Interest Rate"** means the Interest Rate specified in Item 9 of Schedule 1 (if any), or such other Interest Rate as the Territory may notify the Recipient of from time to time;
- (q) **"Item"** means an Item in Schedule 1 of this Agreement;
- (r) **"Material"** includes documents, software, information and data stored by any means;
- (s) **"Payment Timeframe"** means the timeframe set out in Item 3, being the timeframe for the Territory to make payment to the Recipient after provision or receipt of the Recipient's Approved Account details as required by clause 3, or a Tax Invoice as required by clause 14;

- (t) **"Performance Measures"** means the performance measures (if any) set out in the Service Plan;
- (u) **"Records"** means all or any of the Material required to be kept, maintained or created by the Recipient pursuant to this Agreement (including, but not limited to, clauses 7.1 or 7.2), and any other Material kept, maintained or created by the Recipient which is relevant in any way to the operation of the Recipient, this Agreement, the Funding, or the Services;
- (v) **"Schedule"** means a Schedule to this Agreement;
- (w) **"Services"** means the services to be provided by the Recipient in accordance with this Agreement, as set out in Item 5;
- (x) **"Service Plan"** means the Service Plan set out in Item 6;
- (y) **"Term"** means the Term of this Agreement pursuant to clause 2; and
- (z) **"Territory Material"** means any Material provided by the Territory to the Recipient for the purposes of this Agreement, or which is copied or derived from Material so provided.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing any gender include all other genders;
- (d) the word "including" is not a word of limitation, and is to be interpreted as though it were immediately followed by the words "but not limited to";
- (e) where a clause in this Agreement provides that an action requires consent, approval, agreement, authorisation, permission or words of similar effect ("Consent"), then that Consent must be given or obtained in writing to be effective;
- (f) if an act must be done on a day which is not a Business Day, that act must be done on the immediately following Business Day;
- (g) 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;
- (h) a reference to "party" or "parties" means a party or the parties to this Agreement, and includes the officers, employees, agents of that party (and in the case of the Recipient, the Recipient's Employees), and the party's successors and permitted substitutes or assigns (including, where applicable, any party's legal personal representative, guardian, executor, administrator, transferee, assignee, agent, liquidator or trustee in bankruptcy), all of whom are, respectively, bound by this Agreement;
- (i) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (j) a reference to a person, partnership, body corporate, unincorporated body, government or local authority or agency or other entity includes any of them;

- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) a reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure of or to this Agreement, and all recitals, schedules and annexures form part of this Agreement;
- (m) a reference to an agreement or document (including, without limitation a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, notated or replaced, except to the extent prohibited by the Agreement or that other agreement or document;
- (n) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it; and
- (o) a reference to dollars and \$ is to Australian currency.

1.3 Conflict and precedence

If there is any conflict between the terms and conditions contained in the clauses of this Agreement, and any Schedule or annexure, then the terms and conditions of the clauses take precedence. If there is any conflict between any Schedule and any annexures, then the Schedule takes precedence. Subject to clause 11, if there is any conflict between Schedule 1 and any other Schedule, Schedule 1 takes precedence.

2. TERM OF AGREEMENT

This Agreement will take effect from the Date of this Agreement and, unless terminated earlier in accordance with this Agreement, will expire on the later to occur of the Completion Date, or the date when the Recipient has provided the Territory with everything required to fully acquit the Funding pursuant to clause 7.2.

3. APPROVED ACCOUNT

- (a) Within five (5) Business Days of the Date of this Agreement, the Recipient must have opened the Approved Account into which the Funding will be paid.
- (b) Unless the Territory otherwise agrees in writing, the Approved Account must be:
 - (i) held with an authorised deposit-taking institution under the Banking Act 1959 (Cith) ("the ADI"), in an account under the Recipient's sole name and control; and
 - (ii) an interest bearing account of a type appropriate for the amount of the Funding and for the purposes of the Services.
- (c) The Recipient must:
 - (i) notify the Territory in writing of the details of the Approved Account, before the Territory will be obliged to pay the Funding;
 - (ii) provide the Territory and the ADI with written authority for the Territory to obtain any details relating to the use of the Approved Account;

- (iii) provide written notification to the ADI that the Funding is for the express purpose of the Services and provide a copy of the notification to the Territory;
- (iv) subject to subclause (v), not change the Approved Account, or any details of it, without the prior written approval of the Territory;
- (v) if the ADI varies any details of the Approved Account (including, without limitation, the type of account, name or interest rate), notify the Territory in writing within ten (10) Business Days of the change occurring of any varied details of the Approved Account; and
- (vi) when any interest on the Funding is paid into the Approved Account, only use such interest for the purposes of the Services.

4. FUNDING

4.1 Payment of Funding

- (a) Subject to this Agreement, the Territory will pay the Recipient the Funding, for performance of the Services.
- (b) Subject to clause 14, the Territory will pay the Funding into the Recipient's Approved Account within the Payment Timeframe of the approximate payment date specified in Item **Error! Reference source not found.**

4.2 Use of Funding

- (a) The Recipient must:
 - (i) use the Funding (including any interest earned on the Funding), solely to provide the Services and in accordance with this Agreement; and
 - (ii) spend the Funding in accordance with the Service Plan.
- (b) Where the expenditure of the Funding is delayed for any reason, the Recipient may, with the prior written consent of the Territory, invest such Funding in bonds or securities provided that the Funding can be withdrawn immediately when it is required.
- (c) The Recipient must ensure that any amount of the Funding not immediately required for expenditure is held in the Approved Account, and any interest earned on those monies is applied and accounted for as though it formed part of the Funding provided by the Territory.
- (d) Except with the Territory's prior written approval, the Recipient must not use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest:
 - (i) the Funding; or
 - (ii) this Agreement or any of the Territory's obligations under this Agreement;
- (e) The Recipient acknowledges that the Territory:
 - (i) is under no obligation to provide any further monies to the Recipient if the Recipient's expenditure on the Services, or any Component, exceeds the Funding or any part of the Funding attributable to a specific Component, and the Recipient accepts responsibility for any additional expenditure or costs incurred in the Services or any Component; and

- (II) will have no responsibility for any costs associated with the upkeep and management of the Services acquired using the Funding.

5. THE SERVICES

5.1 General Conduct of Services

- (a) The Recipient must:
- (i) carry out the Services diligently, effectively, in a proper and workmanlike manner (where applicable), to a high professional standard and in accordance with this Agreement, Australian Standards, and comply with the provisions of any relevant statutes, regulations and by-laws in force from time to time, and if applicable, must also comply with any specific measures specified in Item 5;
 - (ii) achieve the Performance Measures;
 - (iii) ensure any Components are completed by the relevant Component Completion Date;
 - (iv) ensure the Services are completed by the Completion Date;
 - (v) keep the Territory fully informed on a regular basis, or on the request of the Territory, as to the progress of the Services;
 - (vi) comply, in a timely fashion, with all reasonable requests or directions of the Territory in respect of the Services;
 - (vii) keep records and account books covering the use of the Funding in such a way as to ensure easy identification of all receipts and expenditure relating to the Services and compliance with clause 7.1; and
 - (viii) promptly advise the Territory in writing of any relevant matters which might affect the Recipient's ability to continue to provide or to complete the Services, or to meet any of the Recipient's obligations under this Agreement.
- (b) The Recipient is responsible for the Services and for ensuring that it complies with this Agreement, and will not be relieved of that responsibility because of any involvement by the Territory in the performance of this Agreement.
- (c) Other than in the case of Force Majeure in accordance with clause 17:
- (i) the Recipient must not suspend the provision of the Services without the prior written consent of the Territory, which consent may be withheld, or given subject to conditions, in the Territory's absolute discretion; and
 - (ii) if the Recipient suspends any of the Services, whether with the consent of the Territory or otherwise, the Recipient must immediately notify the Territory of that suspension, with detailed reasons, and the Territory may in its absolute discretion take action pursuant to clause 13.1.

5.2 Service Plan

- (a) This clause applies only if Item 6 provides that a Service Plan is to be determined in accordance with this clause.

- (b) The Recipient must provide the Territory with a Service Plan in accordance with clause 5.2(c) and by the dates set out in Item 6.
- (c) The Service Plan must be in the format set out in Item 6, and completed in accordance with the following:
- (i) the Service Plan must specify separately all Components of the Services, as well as any other Components;
 - (ii) each Component must specify a Component Completion Date, being a fixed date or timeframe for completion of that Component;
 - (iii) the Service Plan must specify Performance Measures against each Component where applicable, including actions and related timeframes for the provision or achievement of the Services and each Component; and
 - (iv) any other reasonable requirements of the Territory.
- (d) Within ten (10) Business Days of receipt of the Service Plan, the Territory will notify the Recipient whether the Service Plan is satisfactory, providing reasons if the Service Plan is not satisfactory.
- (e) If the Territory notifies the Recipient under clause 5.2(d) that the Service Plan is unsatisfactory, the Recipient will have ten (10) Business Days to amend and resubmit the Service Plan.
- (f) If the Service Plan resubmitted under clause 5.2(e) is unsatisfactory to the Territory, or that the Recipient fails to resubmit the Service Plan by the required date, the Territory may in its absolute discretion take action pursuant to clause 13.1.
- (g) A satisfactory Service Plan accepted by the Territory pursuant to clause 5.2(d) will be incorporated into this Agreement and form part of it as though it was annexed to it at the Date of this Agreement.

5.3 Employees

- (a) When carrying out the Services the Recipient must:
- (i) adequately resource the Services with competent Employees in order to ensure the Services proceed, and meets each Performance Measure, Component Completion Date (where applicable) and the Completion Date;
 - (ii) ensure the Recipient's Employees comply with any requirements of the Territory pursuant to clause 5.1.
- (b) The Recipient warrants that it will, at its own cost, take reasonable steps to ensure that its Employees are appropriately screened, suitably qualified, experienced and trained to undertake their duties in accordance with this Agreement and legislation.
- (c) The Recipient is solely responsible for all its Employees, and the Recipient acknowledges that Employees employed or engaged by the Recipient are not employees or agents of the Territory.
- (d) The Recipient must pay all remuneration, claims and other entitlements of its Employees, and must comply with the provisions of any relevant legislation relating to the employment or engagement of its Employees.
- (e) The Recipient acknowledges that continued compliance with clause 5.3 is an essential term of this Agreement, and that the Territory may take action

pursuant to clause 13.1 if the Recipient fails to strictly comply with clause 5.3.

6. INSURANCE, RISK, RELEASE AND INDEMNITY

6.1 Insurance

- (a) The Recipient must take out and keep in force, for so long as any obligations remain in connection with this Agreement, insurance policies (noting the interest of the Territory, if applicable), for all matters, and for not less than the minimum amounts, specified in Item 0.
- (b) Within five (5) Business Days of the Date of this Agreement, the Recipient must provide the Territory with a copy of the Recipient's insurance policies or a copy of a certificate of currency for the policies referred to in clause 6.1(a).
- (c) If the Territory requests at any other time that the Recipient provide a copy of any of the Recipient's insurance policies or a copy of a certificate of currency, the Recipient must provide a copy within five (5) Business Days.
- (d) The Recipient must not do or omit to do or permit to be done or omitted any act where any insurance required under clause 6.1(a) may be rendered void or voidable.

6.2 Risk

The Recipient accepts all risks in respect of the Services, including (without limitation) the risk of:

- (a) the actual cost of providing the Services being greater than anticipated;
- (b) all liabilities associated with:
 - (i) occupational health and safety;
 - (ii) environmental issues; and
 - (iii) liabilities to third parties.
- (c) compliance with all laws relating to the Services.

6.3 Release

The Recipient releases to the full extent permitted by law, the Territory and its officers, employees, agents, visitors and invitees (in this clause referred to as "those released") from all responsibility or liability for the risks referred to in clause 6.2, loss of or damage to any property, or injury or death to any person, arising out of any involvement of those released pursuant to this Agreement.

6.4 Indemnity

The Recipient indemnifies (and keeps indemnified) the Territory and its officers, employees, agents, visitors and invitees (in this clause referred to as "those indemnified") against any:

- (a) loss, damage or other liability incurred by those indemnified; and
- (b) loss or expense incurred by those indemnified in dealing with any claim against them (including legal costs on a solicitor and own client basis),

that is caused by or arises from:

- (c) the risks referred to in clause 6.2;

- (d) an act or omission by the Recipient, or any of the Recipient's officers, Employees, agents, volunteers, visitors or invitees in connection with this Agreement or the Services, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense; and/or
- (e) a failure by the Recipient to comply with any or all of the Recipient's obligations under this Agreement.

7. RECORDS, REPORTING AND ACQUITTAL

7.1 Records

The Recipient must, at its own expense:

- (a) clearly identify the receipt and expenditure of the Funding within its accounting records separately from all other monies, so that at all times the Funding is identifiable and ascertainable;
- (b) keep financial records relating to the Funding and the Services to enable:
 - (i) all receipts and payments to be identified in the Recipient's accounts and reported in accordance with this Agreement;
 - (ii) a complete and detailed report and explanation of:
 - A. the expenditure of the Funding on the Services, and each Component (where applicable), and whether the Funding was properly expended for the Services and each Component (where applicable);
 - B. any other expenditure on each Component (where applicable) or the Services as a whole (including the provision of any in-kind contributions); and
 - C. implementation and progress of each Component (where applicable);
 - (iii) the preparation of General Purpose Financial Statements in accordance with the Australian Accounting Standards;
 - (iv) an audit of the accounts and records in accordance with the Australian Auditing Standards;
 - (v) the identification of all taxation liabilities and payments; and
 - (vi) the Recipient to comply with clause 7.2(a);
- (c) ensure that all records and accounts comply with the accounting principles applied to government and as required by law; and
- (d) provide the information and records described in subclauses 7.1(a) and 7.1(b) to the Territory, upon the reasonable request of the Territory, and within ten (10) Business Days of the request.

7.2 Reporting and Acquittal Requirements

- (a) In order to acquit the Funding, the Recipient must provide the Territory with the reports, statements and information specified in Item 8, by the relevant date or dates specified in Item 8.
- (b) All reports, statements and information referred to in this clause 7.2 must be certified as correct by the treasurer or accountant of the Recipient and signed by its chairperson, president or CEO.

- (c) The Territory may, in its absolute discretion, give the Recipient a notice requiring the Recipient to resubmit any of the reports, statements or information referred to in clause 7.2(a), and the Recipient must resubmit the report or statement within the time, and in accordance with any request, specified in the notice.
- (d) If:
- (i) the Recipient fails to resubmit a report, statement or information under clauses 7.2(a) or 7.2(c) in the time or manner required, or at all; or
 - (ii) the Territory considers that the report, statement or information is still deficient in some way,
- the Territory may, in its absolute discretion:
- (iii) take steps under clause 7.2(c); or
 - (iv) take action under clause 13.1.

7.3 Retention, Inspection and Audit of Records

- (a) The Recipient must keep all Records for a period of six (6) years after the expiry or earlier termination of this Agreement.
- (b) The Recipient must, at all reasonable times, give to the Territory and persons authorised by the Territory, permission to inspect and take copies of all Records, and in this respect the Recipient must fully cooperate with, and provide all assistance reasonably requested by, the Territory.
- (c) The Territory may engage a third party to inspect and audit the Recipient's Records at any time during the period specified in subclause 7.3(a).
- (d) The cost of any audit under clause 7.3(c) will be borne by the Territory, unless the responsible auditor determines that there is a material discrepancy pursuant to clause 7.3(e), in which case the Recipient will bear the cost of the audit.
- (e) The decision as to whether any discrepancy is material for the purposes of determining whether the Recipient has breached this Agreement will lie with the responsible auditor, in their absolute discretion.

8. CONFIDENTIAL INFORMATION AND PRIVACY

8.1 Confidential Information

- (a) In this clause:
 - (i) "Confidential Information" means any information or Material:
 - A. which is by its nature confidential;
 - B. which is designated as confidential by the person by or for whom the information is provided;
 - C. which a party knows, or ought to know, is confidential; or
 - D. which is agreed between the parties or any of the parties after the Date of this Agreement as constituting Confidential Information for the purposes of this Agreement;

and includes the terms (but not the existence) of this Agreement, but does not include information which:

- E. Is or becomes public knowledge other than by:
 - (I) breach of this Agreement; or
 - (II) any other unlawful means;
 - F. was already in the possession of the party who receives the information (the "Receiving party") without restriction in relation to disclosure before the other party gave it to the Receiving party; or
 - G. had already been independently developed or acquired by the Receiving party before the other party gave it to the Receiving party;
- (ii) "Third party Interest" means any legal or equitable right, interest, power or remedy in favour of any person other than one of the parties in connection with the Agreement, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.
- (b) Subject to subclause 8.1(f), a party must not, without the prior written consent of the other party, use or disclose any Confidential Information of the other party.
 - (c) In giving written consent to use or disclose its Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with those conditions.
 - (d) A party may at any time require another party to arrange for the following persons to give a written undertaking in the form of a deed relating to the use and non-disclosure of the first party's Confidential Information:
 - (i) the other party's employees, officers, volunteers, agents or invitees (and in the case of the Recipient, the Recipient's Employees);
 - (ii) the other party's Advisers; or
 - (iii) any person with a Third party Interest.
 - (e) If a party receives a request under subclause 8.1(d), it must promptly arrange for all such undertakings to be given.
 - (f) The obligations on a party under this clause 8.1 will not be breached where that Confidential Information:
 - (i) is disclosed by a party to its Advisors, employees, agents (and in the case of the Recipient, the Recipient's Employees), solely in order to comply with obligations, or to exercise rights, under this Agreement;
 - (ii) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
 - (iii) is disclosed by the Territory to the Parliament, the Administrator, Cabinet, a Minister or any Parliamentary, Ministerial or Cabinet Committee of the Territory or in response to a request by the Legislative Assembly or a Committee of the Legislative Assembly;
 - (iv) is shared by a party within its organisation, or in the case of the Territory, with another department or agency of the Northern Territory of Australia, with the Commonwealth of Australia or any

- other State or Territory of Australia, where this serves the party's legitimate interests;
- (v) is authorised or required by law to be disclosed;
 - (vi) is disclosed by a party and is information in a material form in respect of which an interest, whether by licence or otherwise, in Intellectual Property in relation to that material form, has vested in, or is assigned to, the party under this Agreement or otherwise, and that disclosure is permitted by that licence or otherwise; or
 - (vii) is in the public domain otherwise than due to a breach of this clause 8.1.
- (g) Where a party discloses Confidential Information to another person:
- (i) under paragraphs 8.1(f)(i), 8.1(f)(ii) or 8.1(f)(iv), the disclosing party must:
 - A. notify the receiving person that the information is Confidential Information; and
 - B. not provide the information unless the receiving person agrees to keep the information confidential; or
 - (ii) under paragraph 8.1(f)(iii), the disclosing party must notify the receiving person that the information is Confidential Information.
- (h) The parties may agree in writing after the Date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement.

8.2 Protection of Personal Information

- (a) In this clause:
- (i) "Act" means the Information Act (NT);
 - (ii) "Privacy Laws" means:
 - A. the Act; and
 - B. the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to this Agreement; and
 - (iii) "Personal Information" means all information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with this Agreement.
- (b) The Recipient agrees:
- (i) to deal with all Personal Information collected or obtained in performance of the Services in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Recipient were a public sector organisation pursuant to section 5(7) of the Act;
 - (ii) to ensure that any Employees, agents and any other person who may have access to Personal Information held by the Recipient, are aware of and undertake to not access, use, disclose or retain Personal Information except in performing their duties of employment, agency or subcontract;

- (iii) at the expiration or earlier termination of this Agreement, or such longer period as any Personal Information is required to be held or retained by the Recipient pursuant to this Agreement, to either return to the Territory, or at the Territory's request, delete or destroy, all Personal Information received, created or held by the Recipient for the purposes of this Agreement; and
- (iv) to indemnify the Territory in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Recipient under this clause 8.2.

9. TERRITORY MATERIAL AND INTELLECTUAL PROPERTY

9.1 Territory Material

- (a) Ownership of all Territory Material remains vested at all times in the Territory.
- (b) The Recipient must ensure that the Territory Material is used, copied, supplied or reproduced only for the purposes of this Agreement.
- (c) On the expiry or sooner termination of this Agreement, the Recipient must return all Territory Material remaining in the possession of the Recipient to the Territory.

9.2 Intellectual Property

- (a) Subject to clause 9.2(b), the Intellectual Property in all Contract Material will vest solely in the Territory, and that Contract Material will not be used by the Recipient or its Employees or agents for any purpose other than the purposes approved under this Agreement. The Territory has the right to use such Contract Material for any purpose it may require.
- (b) The Territory grants to the Recipient a permanent, irrevocable, royalty-free, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Contract Material.
- (c) On the expiry or sooner termination of this Agreement, the Recipient must deliver all Contract Material in the possession of the Recipient to the Territory.
- (d) If requested by the Territory to do so, the Recipient must bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to give effect to this clause.
- (e) The Recipient warrants that it is entitled, or will be entitled or will procure that it is entitled at the relevant time, to deal with the Intellectual Property in any Contract Material in the manner provided for in this clause.

10. ACKNOWLEDGMENT OF FUNDING

10.1 Acknowledgment of Funding

The Recipient must acknowledge the Territory's contribution to the Services in all Contract Material, promotional and advertising material and other documents and communications (for example in annual reports, publications, letterheads, websites, when dealing with the media), in a manner that is commensurate with the Funding by using:

- (a) the Northern Territory Government logo; or

(Note: the Northern Territory Government Logo will be made available to the Recipient by contacting the Territory directly. The logo may only be used to acknowledge Government's financial support for the Recipient. It cannot be used to indicate Government endorsement of decisions or directions of the Recipient).

- (b) the phrase "sponsored by the Northern Territory Government through The Department of Correctional Services"; or
- (c) in such other way as the Territory may reasonably require from time to time by written notice to the Recipient.

10.2 Media Statements

Public announcements about the Services to the media or others must not be made unless the Recipient has the prior consent of the Territory to do so.

11. CONFLICT OF INTEREST

- (a) For the purposes of this clause 11, "Conflict" means any matter, circumstance, interest, or activity affecting the Recipient or any officer, member, Employee, agent of the Recipient, which may, or may appear to, impair the ability of the Recipient or the relevant officer, member, Employee, agent to carry out the Recipient's responsibilities and obligations under this Agreement diligently and independently.
- (b) The Recipient warrants that, at the date of signing this Agreement, to the best of its knowledge, no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Agreement.
- (c) If, during the performance of this Agreement a Conflict arises, or appears likely to arise, the Recipient will immediately notify the Territory in writing of the Conflict and the steps it proposes to take to resolve or deal with the Conflict.
- (d) The parties will negotiate in good faith to resolve or deal with the Conflict. If the parties are unable to reach agreement within ten (10) Business Days of notification pursuant to clause 11(c), the Territory may, in its absolute discretion, take action pursuant to clause 13.1.
- (e) Information provided under clause 11(c) will be treated as confidential by the Territory.

12. REPAYMENT OF UNSPENT OR MISUSED FUNDING

- (a) If, at:
 - (i) the end of a Funding Period; or
 - (ii) the Completion Date or earlier termination of this Agreement, ("the Relevant Date") the Recipient still has any part of:
 - (iii) In the case of clause 12(a)(i), the Funding for that Funding Period; or
 - (iv) in the case of clause 12(a)(ii), the Funding,
 (excluding any part of the Funding legally committed for expenditure in accordance with this Agreement and which falls for payment thereafter), the Recipient must, within ten (10) Business Days of the Relevant Date, advise the Territory of that fact, and:

- (v) subject to subclause 12(b), seek the Territory's written agreement to retain the remaining part of the Funding for a purpose approved by the Territory; or
 - (vi) return the remaining part of the Funding to the Territory.
- (b) If the Recipient seeks the agreement of the Territory pursuant to clause 12(a)(v) but the Territory has not agreed in writing to the Recipient retaining the remaining part of the Funding under clause 12(a)(v) within ten (10) Business Days of receiving the request from the Recipient, the Recipient must repay the remaining part of the Funding to the Territory within a further ten (10) Business Days.
 - (c) If:
 - (i) at any time the Territory forms the reasonable opinion that the Funding has not been used, spent or committed for expenditure in accordance with this Agreement; or
 - (ii) on the expiration of the Term or on any earlier termination of this Agreement, any part of the Funding:
 - A. remains unspent or uncommitted, and the Territory has not agreed to the Recipient retaining that part of the Funding pursuant to clause 12(b); or
 - B. cannot, by reconciliation between the accounts and records maintained by the Recipient (as disclosed to, or reviewed by, the Territory in accordance with clauses 7.2 or 7.2(a)) be shown to the reasonable satisfaction of the Territory to have been spent or committed in accordance with this Agreement;
 then at the sole discretion of the Territory and by written notice the Territory may require the Recipient to:
 - (iii) repay the Funding or any part of it to the Territory in the manner described in the notice; or
 - (iv) deal with the Funding or any part of it in accordance with any instructions of the Territory set out in the notice.
 - (d) Prior to issuing a notice pursuant to clause 12(c) the Territory will give the Recipient a reasonable opportunity to respond to any concerns that the Territory may have regarding the expenditure of the Funding.
 - (e) Any amount payable to the Territory pursuant to this clause 12 must be paid within ten (10) Business Days of a request, direction or demand from the Territory to pay it.
 - (f) A failure to comply with clause 12(e) will:
 - (i) result in interest accruing on the outstanding amount of the Funding at the Interest Rate from the last date for payment required by the request, direction or demand referred to in clause 12(e) and which will be payable in addition to the principal amount. Interest will accrue on outstanding monies until full payment of the principal and interest is received; and
 - (ii) entitle the Territory to take action pursuant to clause 13.1.
 - (g) Any amount owed to the Territory under this Agreement (including any interest) will, without prejudice to any other rights available to the Territory under this Agreement or at law or in equity, be recoverable by the Territory

as a debt due to the Territory by the Recipient without further proof of the debt being necessary.

13. SUSPENSION AND TERMINATION

13.1 Right of Territory to Suspend or Terminate

If:

- (a) notwithstanding any other clause in this Agreement, as a result of any change in Northern Territory or Commonwealth government policy, the Funding for the Services is to cease or be reduced, or if payment of monies to the Territory which will form part or all of the Funding (for example, under a Commonwealth funding agreement) is ceased, reduced or delayed;
- (b) the Recipient has failed to comply with a notice provided by the Territory to the Recipient requiring that the Recipient remedy a breach of the terms and conditions of this Agreement within the time specified in the notice, such time being a reasonable period of time according to the nature of the breach, or having received such a notice, the Recipient commits a further breach of the same or similar obligations, whether or not the original breach has been rectified, so that the Recipient's performance of its obligations under this Agreement have been materially affected;
- (c) the Recipient is dissolved, becomes insolvent, stops payment of its debts or is unable to pay its debts as and when they fall due, or the Recipient enters into an arrangement or composition with its creditors or is placed into receivership or liquidation, whether voluntary or otherwise, or an application or order is made for winding up the Recipient, or the Recipient has execution levied against it, or a controller within the meaning of the Corporations Act, appointed over any of its assets, or the Territory reasonably suspects that any of these things have occurred or may occur;
- (d) the Recipient (including any officer, Employee or member of the Recipient), is in the reasonable opinion of the Territory, guilty of any misconduct, misbehaviour, incompetence, carelessness or gross inefficiency in the discharge of its duties under the terms and conditions of this Agreement, or is convicted of any criminal offence, other than an offence which in the opinion of the Territory does not affect this Agreement or the provision of the Services, or the Territory reasonably suspects this has occurred or may occur;
- (e) the Recipient is, in the reasonable opinion of the Territory, unable or unwilling, for any reason, to undertake the continuation or completion of the Services in a manner satisfactory to the Territory;
- (f) any clause in this Agreement provides that this clause 13.1 applies, the Territory may, in its absolute discretion and by written notice to the Recipient, immediately:
 - (g) suspend this Agreement and/or dealings with the Funding, and clause 13.2 will apply; or
 - (h) terminate this Agreement, and clause 13.3 will apply.

13.2 Suspension

If the Territory suspends dealings with the Agreement and/or Funding pursuant to clause 13.1(g):

- (a) the Territory may:

- (i) end the suspension by written notice to the Recipient, subject to such preconditions (including variations to this Agreement) which the Territory may require; and/or
- (ii) if the matter is not resolved to the satisfaction of the Territory, terminate this Agreement by further written notice to the Recipient, and clause 13.3 will apply; and
- (b) for the duration of any suspension, the Recipient must:
 - (i) hold the Funding in utmost good faith for use only in accordance with the directions of the Territory and must cease all other dealings with the Funding; and
 - (ii) if the Territory directs, cease performing the Services or perform the Services with such conditions or limitations as the Territory may direct; and
- (c) the Territory will not be liable to the Recipient for any suspension of this Agreement and is not obliged to pay the Recipient any part of the Funding during the period of the suspension.

13.3 Termination

- (a) The Territory may terminate this Agreement immediately by notice to the Recipient:
 - (i) if clause 13.1(h) or 13.2(a)(ii) applies; or
 - (ii) on giving one month's notice in writing of the intent to terminate this Agreement.
- (b) Termination of this Agreement does not affect any accrued right or liability of any party, nor will it affect the coming into force, or the continuation in force, of any provision of this Agreement that is expressly, or by implication, intended to come into or continue to be in force on or after the termination.
- (c) On termination:
 - (i) the Recipient must hold the Funding in utmost good faith for use only in accordance with the directions of the Territory and will cease all other dealings with the Funding;
 - (ii) the Territory will not be liable to pay any further Funding instalments or any other part of the Funding not already paid; and
 - (iii) the Recipient is obliged to repay the Territory on demand any part of the Funding already paid to the Recipient and not spent in accordance with this Agreement.
- (d) A failure to comply with clause 13.3(c)(iii) will result in interest accruing on the outstanding amount of the Funding at the Interest Rate from the last date for payment required by the demand referred to in clause 13.3(c)(iii), and which will be payable in addition to the principal amount. Interest will accrue on outstanding monies until full payment of the principal and interest is received, and clause 12(g) will apply.
- (e) The Territory will not be liable to the Recipient for termination of this Agreement, and in any event, the Territory will not be liable to pay any amount in excess of the amount of the Funding remaining unpaid under this Agreement at the date of termination.

14. GST

- (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 Funding provided under this Agreement is inclusive of GST, with GST calculated using the GST Rate at the Date of this Agreement, and therefore the Territory will not be liable to pay the Recipient any additional amounts, over and above the Funding, for any GST incurred by the Recipient when the Recipient receives the Funding.
- (c) Where the GST Rate is changed after the Date of this Agreement, the consideration under this Agreement will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate.
- (d) If the Recipient is registered for GST purposes, the Territory will issue to the Recipient, Recipient Created Tax Invoices ("RCTI's") in respect of the Funding on the following terms and conditions:
 - (i) both the Territory and the Recipient acknowledge that they are or will be registered for GST when the RCTI is issued, and the RCTI must show the Recipient's Australian Business Number ("ABN");
 - (ii) the Territory and Recipient must reasonably comply with their obligations under the Act and any rulings or determinations issued by the Tax Commissioner;
 - (iii) the Recipient agrees that the Territory can issue RCTI's in respect of the Funding and any adjustment notes where necessary;
 - (iv) the Recipient will not issue Tax Invoices in respect of the supplies;
 - (v) the Territory will notify the Recipient if it ceases to be registered for GST purposes or if it ceases to satisfy any of the requirements of the Determination;
 - (vi) the Territory will pay the Recipient within the Payment Timeframe in Item 3 after issuing an RCTI; and
 - (vii) the Recipient must do all things reasonably necessary to assist the Territory to claim and obtain any input tax credits available to it in respect of the Funding.
- (e) If the Recipient ceases to be registered for GST, the Recipient must immediately notify the Territory in writing of that fact, and must repay to the Territory within ten (10) Business Days an amount equal to 1/11 of the Funding, less the actual GST incurred by the Recipient.

15. DISPUTE RESOLUTION**15.1 Disputes**

Each party must follow the procedures in this clause 15 before starting court proceedings (except for urgent injunctive or declaratory relief).

15.2 Notice of Dispute

Any party to this Agreement who wishes to claim that a dispute has arisen must give written notice to the other party setting out details of the dispute.

15.3 Meeting of Parties

Within five (5) Business Days of the provision of the written notice, the parties must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute, including by:

- (a) referring the matter to the Contact Persons, who may refer the matter to some other personnel who may have authority to intervene and direct some form of resolution; and/or
- (b) attempting to agree upon a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation or independent expert determination.

15.4 Appointment of Independent Expert

- (a) If the dispute is not resolved within twenty (20) Business Days after appointment of the mediator the following five (5) Business Days (or within such further period as the parties may agree is appropriate) then one or both parties will nominate an independent expert to determine the Dispute.
- (b) If the parties fail to agree to the identity of an independent expert within five (5) Business Days of a party nominating an independent expert, 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 an independent expert to determine the Dispute.
- (c) The expert must not be the same person as the mediator.

15.5 Decision of Independent Expert

- (a) The decision of the independent expert is absolute and final and will bind the parties accordingly and this Agreement will be deemed to be amended to incorporate the terms of the independent expert's decision.
- (b) The independent expert will be deemed to be acting in making any decision as an expert and not an arbitrator.

15.6 Costs and materials

- (a) The parties will bear the costs of the independent expert's determination equally.
- (b) The parties will make available to the independent expert all materials requested by it and will furnish it with all other materials which are relevant to the determination.

15.7 Parties to Perform Obligations

Notwithstanding the existence of a dispute, but subject to clause 13.1, each party must continue to perform its obligations under this Agreement.

16. NOTICES**16.1 Form and Service of Notices**

- (a) The parties can communicate with each other in relation to this Agreement via face to face meetings, by telephone, fax or letter.
- (b) Any notice, approval, consent, demand or other communication required or permitted to be given under this Agreement must be in writing and given in one of the following ways:
 - (i) by hand delivering to the relevant Contact Person;

- (II) by sending a letter through registered mail to the relevant address for service; or
- (iii) by sending a fax to the relevant fax number, specified in the Details or such other Contact Person, address or fax number as may be advised by a party in writing from time to time.

16.2 Receipt of Notices

- (a) A notice given under clause 16.1(b) is deemed to be given, in the case of:
 - (i) hand delivery, immediately on delivery;
 - (ii) registered mail, on the third Business Day after posting; and
 - (iii) facsimile, on receipt of a complete and correct transmission report by the sender; and
 but if such delivery or receipt is later than 4.00pm (addressee's time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

17. FORCE MAJEURE

17.1 Meaning of Force Majeure

In this clause 17, "Force Majeure Event" means an event or a circumstance:

- (a) beyond the reasonable control of the party affected by it; and
- (b) which occurs without the fault or negligence of the party; and
- (c) which causes or results in a default or delay in the performance by that party of any of its obligations under this Agreement (excluding obligations to pay money); and
- (d) where such default or delay and the occurrence and the effects of such event or circumstance could not have been prevented, overcome or remedied by the exercise by that party of a standard of foresight, care and diligence consistent with that of a prudent and competent person under the circumstances, including the expenditure of reasonable sums of money and the application of technology known to prudent and competent persons; and
- (e) which includes any one or more of the following provided they meet the above qualifications:
 - (i) war (declared or undeclared), insurrection, civil commotion, military action, terrorism or an act of sabotage or vandalism; and
 - (ii) a strike, lockout, blockade, picketing action or industrial action, dispute or disturbance of any kind; and
 - (iii) an act of God; and
 - (iv) an unavoidable accident, explosion, breakdown or damage to or confiscation of property; and
 - (v) a storm, cyclone, tempest, fire, flood, earthquake or other natural calamity; and
 - (vi) an executive or administrative order or act, prohibition or restriction by domestic or foreign laws, regulations or policies,

but it excludes any act, omission, default or negligence of any agent of that party or anything within the reasonable control of any agent of that party, other than acts, omissions or defaults that would otherwise constitute Force Majeure Event if that agent was a party to this agreement;

17.2 Effect of Force Majeure

- (a) If a party ("the Affected party") is unable to wholly or in part carry out its obligations due to a Force Majeure Event, the Affected party must comply with clause 17.2(b), whereupon such obligation shall be suspended so far as it is affected by such intervening event.
- (b) The Affected party must:
 - (i) notify the other party as soon as possible of full particulars of the event or circumstance of the Force Majeure Event including:
 - A. the date of commencement of the event or circumstance of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations;
 - B. where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event; and
 - C. the nature and extent of the obligations affected by, or other consequences of the Force Majeure Event;
 - (ii) use all reasonable diligence and employ all reasonable means to remedy, mitigate or abate the Force Majeure Event as expeditiously as possible, including the expenditure of reasonable sums of money and the application of technology known to prudent and competent persons;
 - (iii) resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;
 - (iv) notify the other party when the Force Majeure Event has terminated or abated to an extent that permits resumption of performance to occur; and
 - (v) notify the other party when resumption of performance has occurred.
- (c) Once such intervening event has ended, the Affected party will carry out all acts which it would have been liable to carry out had the Force Majeure Event not intervened, with any necessary time frames extended by the period of suspension under clause 17.2(a).
- (d) The Affected party will take all reasonable steps to ameliorate and eliminate the intervening event and resume performance as promptly as practicable.
- (e) Notwithstanding the existence of a Force Majeure Event, each party must continue to perform its other obligations under this Agreement, not being obligations suspended under clause 17.2(a).

18. MISCELLANEOUS**18.1 No Merger**

- (a) Notwithstanding the termination or sooner expiry of this Agreement, all provisions of this Agreement which are capable of taking effect after termination or sooner expiry shall continue to remain in full force and effect.
- (b) For the avoidance of doubt, but without limitation of subclause 18.1(a), this clause and the following clauses shall survive termination or sooner expiry: 4.2 (Use of Funding); 6.1 (Insurance); 6.3 (Release); 6.4 (Indemnity); 7.1 (Records); 7.2 (Reporting and Acquittal Requirements); 7.3 (Retention, Inspection and Audit of Records); 8.1 (Confidential Information); 8.2 (Protection of Personal Information); 9.1 (Territory Material); 9.2 (Intellectual Property); 10.1 (Acknowledgment of Funding); 10.2 (Media Statements); 12 (Repayment of Unspent or Misused Funding); 14 (Goods and Services Tax); 18.2 (Governing Law); and 18.4 (Amendments to Constitution Documents).

18.2 Governing Law

This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory at Darwin have jurisdiction to entertain any action in respect of, or arising out of, this Agreement.

18.3 Warranties by Recipient

The Recipient warrants that it is properly established and constituted at law, and has power and authority to enter into this Agreement.

18.4 Amendments To Constitution Documents

The Recipient must obtain the written consent of the Territory before amending its Memorandum or Articles of Association, or its constitution or trust deed provisions in any way that may affect the eligibility of the Recipient to the Funding, or ability of the Recipient to comply with the terms and conditions of this Agreement.

18.5 No Assignment

The Recipient must not transfer to any person any of the Recipient's rights or obligations under this Agreement unless the Recipient has been given written approval to do so from the Territory.

18.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties, and overrules any previous agreement or understandings between the parties in relation to the Services.

18.7 No Partnership Or Agency

- (a) Nothing in this Agreement or its performance gives rise to any relationship of employment, agency or partnership between the parties.
- (b) The Recipient acknowledges that any agreement entered into between the Recipient and a third party in relation to this Agreement or the Services, constitutes a private contractual arrangement between the Recipient and that third party, and the Territory will not be deemed to be a party to any such agreements, understandings and arrangements, and the Territory will not be responsible for any monies owed by either party to such agreement.

18.8 No Variation

This Agreement cannot be amended or added to unless the amendment or addition is in writing and signed by all of the parties.

18.9 Severance

If a court determines that a word, phrase, sentence, paragraph or provision in this arrangement is unenforceable, illegal or void then it will be severed and the other provisions of this arrangement will remain operative.

18.10 Waiver

- (a) This Agreement and the rights and obligations set out in this Agreement will not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession by one party to another party or to any other person whomsoever or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of a party or by any omission or neglect or any other dealing, matter or thing which, but for this clause could or might operate to abrogate, prejudice or affect the rights of a party or obligations of a party.
- (b) Waiver of any provision of or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- (c) Time is of the essence for all obligations under this Agreement.

18.11 Costs and Stamp Duty

The parties will each pay their own costs of and incidental to the negotiations for and the preparation and execution of this Agreement, and the Recipient will bear any costs of stamping of this Agreement.

18.12 Counterparts

This Agreement may be signed in any number of counterparts and all such counterparts when taken together constitute one instrument.

18.13 Further Acts

Each party will promptly do and perform all acts and execute and deliver all documents (in a form and context reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Agreement.

SIGNING

Executed by the parties as an Agreement:

SIGNED by)
 (print name))
 for and on behalf of the **NORTHERN**)
TERRITORY OF AUSTRALIA care of its)
 agency THE DEPARTMENT OF)
 CORRECTIONAL SERVICES pursuant to a)
 delegation under the *Contracts Act* on the)
 day of) Signature
 2013 in the presence of:)

.....)
 Signature of Witness Name of Witness

The COMMON SEAL of the **ROPER GULF**)
SHIRE COUNCIL was hereto affixed in)
 accordance with section 26 of the *Local*)
Government Act 2008 on the day)
 of 2013 in)
 the presence of:)

.....)
 Signature of Chief Executive Officer Signature of Council member

.....)
 Print name of Chief Executive Officer Print name of Council member

SCHEDULE 1

ITEMS

1. APPROVED ACCOUNT (clauses 1.1(b) and 3)

Bank Name:	Commonwealth
Account Name:	Roper Gulf Shire Council Trust Account
BSB:	065 902
Account Number:	10313315

2. FUNDING (clauses 1.1(m), 1.1(n) and 4.1)

Funding Instalment	Approximate Payment Date (subject to clauses 4.1 and 14)	Amount (inclusive of GST)	Funding Period (if applicable)
1.	Within the Payment Timeframe of: 20 Business Days	\$59,125.00	1 July 2013 – 30 September 2013
	1 October 2013	\$59,125.00	1 October 2013 – 31 December 2013
	1 January 2014	\$59,125.00	1 January 2014 – 31 March 2014
	1 April 2014	\$59,125.00	1 April 2014 – 30 June 2014
	1 July 2014	\$59,125.00	1 July 2014 – 30 September 2014
	1 October 2014	\$59,125.00	1 October 2014 – 31 December 2014
	1 January 2015	\$59,125.00	1 January 2015 – 31 March 2015
	1 April 2015	\$59,125.00	1 April 2015 – 30 June 2015
	Total Funding	\$ 473,000.00	

3. PAYMENT TIMEFRAME (clauses 1.1(s), 4.1 and 14)

20 Business Days

4. COMPLETION DATE (clauses 1.1(d) and 5.1(a)(iv))

30 June 2015

5. SERVICES (clauses 1.1(w) and 5.1)

The Recipient must provide the following Services:

- Provide case Management to youths entering into the diversion system in Borroloola, Ngukurr, Numbulwar and surrounding communities where the service is needed;
- Comply with all relevant sections of the Youth Justice Act NT and other relevant legislation, including mandatory reporting requirements;

- Follow the Youth Justice guidelines as laid out in Annexure 1; and
- undertaking any other Components set out in the Service Plan.

6. SERVICE PLAN (clauses 1.1(x) and 5.2)

The Funding must be spent as follows:

Components	Component Completion Date	Performance Measures
Establish a single point of contact for the acceptance of formal and informal referrals from the NT Police and / or other relevant government agencies or community representatives to ensure the effective and professional progression of youths into appropriate diversionary and related support activities and/or services	For the duration of the agreement	Evidence of regular and effective liaison (and agreed referral procedures) with all place-based youth-service providers and relevant cultural groups, including with the Register of appropriate persons
Provide culturally appropriate and effective case management for all youth clients to enable positive outcomes at the exit from the program; including targeted referral into existing local activity based programs and cultural groups relevant to the individual Formal Case Management to be provided in partnership with Youth Justice Division (NTDCS) to continue ongoing development of Case Management framework for young people subject to formal diversion Case Management to include - Initial assessment - Youth Justice Conference - Case Management Plan/Program (approx. 3 month plan, this may vary case to case) - Exit interview	For the duration of the agreement	Total number of young people receiving case management Number of new clients Qualitative written feedback from the Northern Territory Police (or subsequent operational contact for formal diversion) Qualitative feedback from clients who have exited the program Evidence of relevant cross cultural and case management including evidence of performance of all Case Management framework steps and delivery of the program service Evidence of all activities to which youth clients have been referred and details of those activities and participation levels

Components	Component Completion Date	Performance Measures
Directly deliver proactive preventative activities for indigenous youths aged 10 to 17 who are at risk of coming into contact with the formal justice system (only where there is time, budget and resources allow in consideration of formal diversions as the core business priority)	For the duration of the agreement	Evidence of all youth diversion and activity details directly delivered by your organisation Evidence of participation rates and demographics (ie gender, age groupings per activity etc) Evidence that all activities directly delivered by your organisation do not duplicate existing services in the community Describe any barriers to the delivery of services and what action your organisation has taken to address this risk
Integrated service delivery – Organisation to work closely with other organisations to address the multiple needs of clients to achieve the best outcomes. Key organisational areas: - communication between youth services; - NT Police; - Schools; and - effective referral systems	For the duration of the agreement	Provide a narrative report in regard to joint casework; participation in community meetings / reference groups and community initiatives and events
Workplace support and development The organisational plans, develops and supports its workplace (in particular operational staff) both paid and voluntary, to ensure the effectiveness of its services	For the duration of the agreement	Provide number of and type of training (including suitable orientation to the organisations service and management processes and cultural training) Provide details of issues impacting upon staff not attending training Provide details of significant staffing issues during the reporting period, including resignations and recruitment of staff

Components	Component Completion Date	Performance Measures
Provide formal and non-formal Youth Diversion plans, mentoring, social and recreational activities and skills development for young people that directly address their offending behaviour, activities include: - education, training and employment - health, awareness and life skills - sports and recreation opportunities - encouraging strong family relationships - Crime prevention - Encouraging strong family relationships - Involving mentors in empowering young people to make positive changes by the way of healthy informed decisions and choices	For the duration of the agreement	Number and details of activities/programs directly related to organisation Evidence of participating rates (including demographic) of young people attending each activity or program Describe any barriers to the delivery of services and what action organisation have taken to address this risk
To develop, implement and report on strategies that provide culturally secure approaches that meet the needs of indigenous children and families	For the duration of the agreement	Provide a summary of initiatives undertaken to improve the cultural security for clients by: - Including an indigenous recruitment and retention schedule - Taking measures to make sure important cultural matters are taken into account to modify service delivery practices where this is required
TOTAL FUNDING EXPENDITURE	\$473,000.00 (incl GST)	

7. **INSURANCE REQUIREMENTS** (clause 6.1)

Insurance	Minimum Amount
General Third party Liability (Public Risk) Insurance	Not less than One Million Dollars (\$1,000,000.00) for any one event
Workers' Compensation and Employer's Liability insurance (including common law liability)	Including, but not limited to, the insurance required under the <i>Workers Rehabilitation and Compensation Act</i>

8. **REPORTING REQUIREMENTS** (clause 7.2)

REPORT	DATE REQUIRED
Progress Reports 1. Quarterly progress and financial reports as set out on the Youth Justice reporting template	30 September 2013
	31 December 2013
	31 March 2014
	30 September 2014
	31 December 2014
Final Progress Report – annually 1. In respect of the annual periods 2013/14 & 2014/15	31 July 2014
	31 July 2015
Audited Income and Expenditure Statements and Audited Balance Sheet 1. In respect of the annual periods 2013/14 & 2014/15	31 October 2014
	31 October 2015
Any other reports or information as reasonably requested by the Territory.	At such times as may be reasonably requested by the Territory

9. **INTEREST RATE** (clause 1.1(p), 12(f)(i) and 13.3(d))

The rate set by the Territory in its 30 Day Payment Policy or any substituted policy, or, if no rate is set in any such policy, the 90 day bank bill rate published by the Reserve Bank of Australia as at the immediately preceding 1 June.

ANNEXURE 1

Part 3 of the *Youth Justice Act* (the Act) includes an explicit 'presumption for diversion' regarding youth offenders. The provisions of section 39 provide clear boundaries on when diversion is appropriate and enable confidence in the community that youth offending is being addressed. Some offences are too serious to be included in the diversion program. Occasionally, an exception may be made by the Commissioner of Police if it is "in the interests of justice." There is a presumption under the Act that serious offences (as prescribed under the Youth Justice Regulations) are prosecuted through the courts, however, the Commissioner of Police or delegate can refer youths for diversion where it is considered a more appropriate outcome can be achieved. Very few youths are ever diverted for any prescribed serious offence.

Section 39(3)c of the Act ensures that a youth can only be offered formal diversion (a Youth Justice Conference) twice and after that must, except in exceptional circumstances, be referred to court.

Objectives and Principles

The aim of the program is to divert young people away from the formal justice system and the courts. Use of the courts is appropriate when offences committed are of a more serious nature or the youth has previous participation in youth diversion programs.

The principles of the program are to treat young people fairly, take fully into account the impact on victims, encourage parental responsibility, foster closer police and community interaction, foster positive social change and reduce youth crime.

The diversion program provides for different levels of response to youth offending; verbal and written warnings, formal cautions, family and victim offender conferences, conditions, informal and formal programs (including substance/drug abuse programs and community service programs) and prosecution.

In circumstances where the young person refuses to undertake diversion or the parent/guardian refuses to allow the young person to undertake diversion, or the young person fails to comply with diversion arrangements, he/she may be referred for prosecution.

The program incorporates widespread consultation with relevant stakeholders within the community, particularly Aboriginal people. Communities, groups and organisations are encouraged to develop suitable programs for young people at risk of developing entrenched criminal behaviour.

Each urban, remote and rural community has an equal chance of applying for a grant to fund a youth diversion program.

- **Holistic Approach to Youth Development**

The program has been developed with a two-part approach to dealing with offending youth. The first part involves the implementation of a system of dealing with the offence committed by the young person and the people involved or affected by that behaviour. The second part involves the use of programs that will encourage behavioural change in the young person on a long-term basis.

In terms of the approach to the use of, or the development of programs, the Northern Territory Police is encouraging a holistic approach to the needs of young people in communities. In rural communities, the development of Community Youth Development Units or a similar structure is being encouraged, to provide this holistic approach with programs. These structures will assist in providing a co-ordinated

agency approach to the development of youth in communities. This development will include joint assessment of young people's needs upon advice from all stakeholders and provide interventions in the form of programs such as life skills, culture, education, sport, recreation, health, welfare and employment and training.

Case Management and Community Based Programs

The *Youth Diversion Grants Program* (YDGP) was established to provide Youth Diversion case management and program referral options in urban and remote areas. Once an offender is referred to the scheme, a Diversion Assessment is undertaken to determine the background of the offender, reasons for the offending and suitability for participation. This level of diversion usually requires the offender to participate in an appropriate program that assists in addressing the possible cause of the offending behaviour. All programs may also involve some reparation and/or restitution to the victim and/or the community.

The types of community programs used following a Youth Justice Conference may include: working for not for profit services such as those providing homeless support and animal shelters; referral to counselling, drug and substance abuse programs, family support and life skills for young people at risk. Referrals can also be made for community service or community work when relevant to the offence or as a development opportunity for the offender. They can also be referred to work for the victim, or a charity nominated by the victim.

In urban areas, owing to the high workloads the YDGP providers deliver case management support only. They meet with offenders at least weekly and provide linkages between them and the community programs they are undertaking. The YDGPs are also encouraged to provide ongoing mentoring and support services beyond the diversion period and link the offenders in with other services they operate. For example the YWCA of Darwin provides linkages to their Navigate program with on-going support. Relationships Australia similarly linked YDU clients into their other programs in Alice Springs.

In the more remote communities, the lower offending rates mean that the Community Youth Development Units (CYDUs) are able to spend more time working with young offenders, their families and those identified by police and other services as being seriously at risk. These CYDUs are a critical component of the remote service delivery system. Whilst the actual number of offenders is small, without the CYDUs and the funding for them, criminal offending rates may be expected to increase.

CORPORATE GOVERNANCE DIRECTORATE REPORT



ITEM NUMBER	14.9
TITLE	Grants - SPG and CTG 2012-2013 Acquittals - DLG
REFERENCE	382793
AUTHOR	Amanda Haigh, Grants Coordinator

RECOMMENDATION

- (a) That Council approve the 2012-13 acquittal for \$79,210 Closing the Gap funding for providing ablution facilities at the Ngukurr sports and recreation hall and the youth services precinct. File number: 2012/04110
- (b) That Council approve the 2012-13 acquittal for \$240,830 Special Purpose Grant funding to install street lighting for walkways and blackspots within five communities of the shire. File number: 2012/04110
- (c) That Council approve the 2012-13 acquittal for \$40,000 Special Purpose Grant funding to purchase a second hand vacuum pump truck to help alleviate the sewage issues at Weemol. File number: 2011/08716
- (d) That Council approve the 2012-13 acquittal for \$107,550 Special Purpose Grant funding to repair the swimming pool at the Ngukurr aquatic centre. File Number: 2011/03214
- (e) That Council approve the 2012-13 acquittal for \$83,600 Closing the Gap funding to purchase and install a dedicated retransmission site at Numbulwar. File number: 2011/03214
- (f) That Council approve the 2012-13 acquittal for \$91,921 Closing the Gap funding to assist with stage 2 upgrade of the existing Numbulwar broadcasting facility. File number: 2011/08716
- (g) That Council approve the 2012-13 acquittal for \$53,014 Closing the Gap Infrastructure funding to purchase five Quikspray UTV units for weed and pest control management. File number: 2011/08716
- (h) That Council approve the 2012-13 acquittal for \$83,124.80 Closing the Gap Infrastructure funding to provide training opportunities in the fabrication and installation of shade structures and seating at sports facilities at Beswick & Jilkminggan. File number: LG0248/07
- (i) That Council approve the 2012-13 acquittal for \$135,617 Special Purpose Grant funding to purchase a compact rubbish truck for the Bulman community. File number: 2011/08716

BACKGROUND

The acquittal reports are evidence to the DLG of expenditure for the funded SPG and CTG grants to RGSC.

All relevant transaction listings and invoices are attached. DLGHS have already advised of their pre-acceptance of these acquittals and are now only waiting on minuted approval from Council.

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

- (a) Council left with a surplus of \$4,613 committed through purchase order to be expended in 2013-14.
- (b) Council left with a surplus of \$240,830 funding was received late May 2013 and funds have been committed through purchase order to be expended in 2013-14.
- (c) Council left with a surplus of \$8,757 due to late acceptance of 2011-12 acquittal and has approval to spend the surplus on a solar light at the main sewage pump station in Weemol.
- (d) Council left with a surplus of \$60,639.
- (e) Council left with a surplus of \$11,477 committed through purchase orders to be expended in 2013-14.
- (f) Council left with a surplus of \$91,921 committed through works commencing and to be expended in 2013-14.
- (g) Council absorbed a deficit of \$2,243 due to increase of price from quote used in application to time units ordered.
- (h) Council left with a surplus of \$5,944 committed through works commencing and to be expended in 2013-14.
- (i) Council left with a surplus of \$2,099 committed for freight to Bulman and to be expended in 2013-14.

ATTACHMENTS:

There are no attachments for this report.

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER 14.10
TITLE Grants - Indigenous Aged Care
 Employment Program 2013-2017 - DoHA
REFERENCE 382682
AUTHOR Amanda Haigh, Grants Coordinator

RECOMMENDATION

- (a) **That Council approve the funding agreement for Indigenous Aged Care Employment Program by signing, dating and affixing the Common Seal to both copies of the agreement.**

BACKGROUND

Council has been funding for the Indigenous Aged Care Employment Program – Northern Territory Jobs Package.

The program provides funding the employment of Aboriginal and Torres Strait Islander people in aged care services throughout Australia.

The aim of the program is to increase employment and development opportunities for of Aboriginal and Torres Strait Islander people, supporting aged care staff to access permanent employment opportunities and provide access to training and support.

Program objectives:

- Provide permanent employment opportunities to Aboriginal and Torres Strait Islander staff in aged care services
- Contribute to the delivery of quality and culturally appropriate aged care services for Aboriginal and Torres Strait Islander people
- Provide workforce support to encourage the development of a highly-skilled, sustainable Aboriginal and Torres Strait Islander aged care workforce

Funding for employment is provided in salary units for wages, and on costs for permanent and part-time equivalent positions for Aboriginal and Torres Strait Islander people.

Location	No. of Salary Units
Barunga	4
Beswick	4
Bulman	6
Mayallaluk	3
Mataranka	4
Ngukurr	6
Numbulwar	3

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

2012-2013 Council was funded NTJP \$651,360 + Indigenous Workforce Development \$135,000
 2013-2017 offer to Council \$2,676,600

- 2013-14 \$651,360
- 2014-15 \$663,060
- 2015-16 \$675,000
- 2016-17 \$687,180

ATTACHMENTS:

- 1 Indigenous Aged Care Employment Program SFA 2013-17.pdf

Standard Funding Agreement Schedule

SCHEDULE:

Schedule commencement date: 1 July 2013
 Schedule completion date: 31 October 2017
 Agreement Id:
 Schedule Id:

Item A DEPARTMENT'S PROGRAM INFORMATION

A.1 Program Name: *Indigenous Aged Care Employment Program*

A.2 Program Description and Objectives

Under the Program, the Department provides funding for the employment of Aboriginal and Torres Strait Islander people in aged care services throughout Australia.

The overall aim of the Program is to increase employment and development opportunities for Aboriginal and/or Torres Strait Islander people in line with the Government's commitment to halve the employment gap between Indigenous and non-Indigenous Australians.

The Program supports Aboriginal and/or Torres Strait Islander aged care staff to access permanent employment opportunities with award wages, superannuation, leave entitlements and professional development.

The Program also provides access to training and support. It aims to better skill Aboriginal and/or Torres Strait Islander people in the aged care workforce and contribute to the quality and cultural appropriateness of aged care services for Aboriginal and/or Torres Strait Islander people.

The objectives of the Program include:

- providing permanent employment opportunities to Aboriginal and Torres Strait Islander staff in aged care services;
- contributing to the delivery of quality and culturally appropriate aged care services for Aboriginal and Torres Strait Islander people; and
- providing workforce support to encourage the development of a highly-skilled, sustainable Aboriginal and Torres Strait Islander aged care workforce.

Item B YOUR ORGANISATION'S ACTIVITY INFORMATION
 (see also clause 11.4 [Definitions] of the Terms & Conditions)

B.1 Name of Your Organisation: Roper Gulf Shire Council
B.2 ABN: 94 746 956 090
B.3 Activity Name: Northern Territory Jobs Package (NTJP)
Activity Start Date: 1 July 2013
Activity End Date: 30 June 2017

Activity Details

This Schedule must be read and interpreted in conjunction with the 'Terms and Conditions - Standard Funding Agreement: November 2012'. The Schedule and the Terms and Conditions should not be read separately from each other.

Under this Activity, Funding is provided for the employment of Aboriginal and Torres Strait Islander aged care workers. Funding for employment is provided in salary units. Salary units provide Funding for wages and on costs for permanent and part-time equivalent positions for Aboriginal and/or Torres Strait Islander people.

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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In recognition of individual service needs and workforce requirements, each salary unit can be combined or split to allow for flexibility in employment. The number of hours required to be worked for each position should be determined in line with service delivery needs. Persons employed under this Activity can therefore be engaged on a full or part time basis.

Due consideration needs to be given to the suitability of prospective employees.

Role and responsibility of Your Organisation

Permanent, part-time positions funded under this Activity **must** be filled by Aboriginal and/or Torres Strait Islander people.

Your Organisation **must** ensure that persons employed in the positions funded under this Activity are:

- provided with standard employment conditions including:
 - superannuation; and
 - personal and recreational leave entitlements;
- paid at the relevant award rate per hour, at a minimum, or in line with equivalent hourly rates paid by Your Organisation, where this amount is greater; and
- provided with ongoing certainty of employment and the potential for career progression.

If the occupant of any of these positions ceases employment or moves to another job with Your Organisation, then Your Organisation **must** offer the position to another Aboriginal and/or Torres Strait Islander person.

Your Organisation **must** inform the Department of changes in occupancy of these positions, through the reporting mechanisms specified under Item E.

Activity Performance Indicators

	Performance Indicator Description	Target
1	Aboriginal and/or Torres Strait Islander staff employed	100% of Salary Unit allocation utilised

Additional Information

Location Information:

Your Organisation has advised that all or part of the Activity will be delivered from the site location (s) specified below:

	Location type	Name	Address
1	Direct Funding Source	Roper Gulf Shire Council	29 Crawford Terrace, Katherine NT 0850
2	Supported	Barunga	Central Arnhem Highway Via Katherine NT 0852
3	Supported	Beswick	Central Arnhem Highway Via Katherine NT 0852
4	Supported	Bulman	Central Arnhem Highway Via Katherine NT 0852
5	Supported	Manyallaluk	Central Arnhem Highway Via Katherine NT 0852
6	Supported	Mataranka	Stuart Highway Via Katherine NT 0852
7	Supported	Ngukurr	Roper Highway Via Katherine NT 0852

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8	Supported	Numbulwar	Roper Highway Via Katherine NT 0852
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Service Area:

Your organisation has advised that the Activity will service the service area(s) specified below:

	Type	Service area
1	Postcodes 2009	0852

Your Organisation must advise the Department of any change to the site location or service area information in writing within 30 days after that change.

If, however, the location or area is a Works Location for Capital Works or a site location for Real Property or information about the location or area was provided to the Department as part of a selection/agreement process, any such change must be agreed in advance in writing by the Department before Your Organisation may implement the change.

Item C FUNDING AND PAYMENT (see also clause 3 [Financial provisions] of the Terms and Conditions)

C.1 Activity Name: NTJP

Financial Year	Funding Amount (GST exclusive)	GST component (if applicable)	Total Amount
2013-2014	\$651,360.00	N/A	\$651,360.00
2014-2015	\$663,060.00	N/A	\$663,060.00
2015-2016	\$675,000.00	N/A	\$675,000.00
2016-2017	\$687,180.00	N/A	\$687,180.00

Bank Account Information:

Your Organisation must notify the Department in writing of any changes to these account details:

BSB Number	065-092
Financial Institution	Commonwealth Bank
Account Number	103-132-94
Account Name	Roper Gulf Shire Council

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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Item D Budget (see also clause 3.5 [Budget] of the Terms and Conditions)

Community / Financial Year	No of Salary Units	Funding Amount (GST Exclusive)	GST Component (if applicable)	Funding Amount
2013-2014 (Salary Unit = \$21,712 GST Ex)				
Barunga	4	\$86,848.00	N/A	\$86,848.00
Beswick	4	\$86,848.00	N/A	\$86,848.00
Bulman	6	\$130,272.00	N/A	\$130,272.00
Manyallaluk	3	\$65,136.00	N/A	\$65,136.00
Mataranka	4	\$86,848.00	N/A	\$86,848.00
Ngukurr	6	\$130,272.00	N/A	\$130,272.00
Numbulwar	3	\$65,136.00	N/A	\$65,136.00
SUB TOTAL		\$651,360.00	N/A	\$651,360.00
2014-2015 (Salary Unit = \$22,102 GST Ex)				
Barunga	4	\$88,408.00	N/A	\$88,408.00
Beswick	4	\$88,408.00	N/A	\$88,408.00
Bulman	6	\$132,612.00	N/A	\$132,612.00
Manyallaluk	3	\$66,306.00	N/A	\$66,306.00
Mataranka	4	\$88,408.00	N/A	\$88,408.00
Ngukurr	6	\$132,612.00	N/A	\$132,612.00
Numbulwar	3	\$66,306.00	N/A	\$66,306.00
SUB TOTAL		\$663,060.00	N/A	\$663,060.00
2015-2016 (Salary Unit = \$22,500 GST Ex)				
Barunga	4	\$90,000.00	N/A	\$90,000.00
Beswick	4	\$90,000.00	N/A	\$90,000.00
Bulman	6	\$135,000.00	N/A	\$135,000.00
Manyallaluk	3	\$67,500.00	N/A	\$67,500.00
Mataranka	4	\$90,000.00	N/A	\$90,000.00
Ngukurr	6	\$135,000.00	N/A	\$135,000.00
Numbulwar	3	\$67,500.00	N/A	\$67,500.00
SUB TOTAL		\$675,000.00	N/A	\$675,000.00

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2016-2017 (Salary Unit = \$22,906 GST Ex)				
Barunga	4	\$91,624.00	N/A	\$91,624.00
Beswick	4	\$91,624.00	N/A	\$91,624.00
Bulman	6	\$137,436.00	N/A	\$137,436.00
Manyallaluk	3	\$68,718.00	N/A	\$68,718.00
Mataranka	4	\$91,624.00	N/A	\$91,624.00
Ngukurr	6	\$137,436.00	N/A	\$137,436.00
Numbulwar	3	\$68,718.00	N/A	\$68,718.00
SUB TOTAL		\$687,180.00	N/A	\$687,180.00
TOTAL FUNDING		\$2,676,600.00	N/A	\$2,676,600.00

Item E REPORTS (see also clause 2.3 [Reports] of the Terms and Conditions)

NOTE

Your Organisation's Reports must contain all the information specified below. All reports must be in English and in a form acceptable to the Department.

E.1 Performance Reports

NTJP

The template to be used for Performance Reports is provided at Annexure B. The template, including the unaudited Statement of Income and Expenditure template, must be filled in and provided to the Department for approval on or before the due dates specified in Item F. The Performance Reports can be provided to the Department electronically or by post.

The template may be varied by the Department from time to time as required.

E.2 Activity Work Plan

NTJP

None specified

E.3 Annual Report

NTJP

Your Organisation must provide Annual Reports on or before the due dates specified in Item F.

E.4 Financial Acquittal Reports

NTJP

Your Organisation must provide a Financial Acquittal Report by the dates specified at Item F.

The audited Financial Acquittal Report for the Activity is to be accompanied by a copy of a letter or report from the Approved Auditor that contains:

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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- specific comment on the adequacy of financial controls being maintained by Your Organisation in relation to the Activity;
- where there are any qualifications or limitations on the audit, an outline of the reason(s) for the qualifications or limitations and the remedial action recommended; and
- an itemised list of fees paid from the Funding or Other Contributions to Your Organisation's directors and officers, stating how much was paid, to whom, when and what travel costs were involved.
- a statement of the balance of the Funds in the bank account referred to in Item C in relation to this Activity.

E.5 Other Reports

NTJP

None specified

E.6 Final Report

NTJP

The template to be used for the Final Report is provided at Annexure B. The template **must** be filled in and provided to the Department for approval on or before the due date specified at Item F.

The Final Report can be provided to the Department either electronically or by post.

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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Item F MILESTONES / REPORTING REQUIREMENTS / PAYMENT SCHEDULE

The following table combines all of Your Organisation's Reporting and other Milestones for all Activities under this Agreement.

Milestones and Reports	Activities (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.1	Payment	Upon Execution of Funding Agreement	1 July 2013	\$325,680.00	N/A
F.2	Performance Report	Performance Report and unaudited statement of income and expenditure for the Activity period 1 July 2013 to 31 December 2013	1 February 2014		
F.3	Payment	Upon the Department's receipt and acceptance of F.2	15 February 2014	\$325,680.00	N/A
F.4	Performance Report	Performance Report and unaudited statement of income and expenditure for the Activity period 1 January 2014 to 30 June 2014	1 August 2014		
F.5	Payment	Upon the Department's receipt and acceptance of F.4	15 August 2014	\$331,530.00	N/A
F.6	Annual Report	Annual Report for the period 1 July 2013 to 30 June 2014	1 December 2014		
F.7	Performance Report	Performance Report and unaudited statement of income and expenditure for the Activity period 1 July 2014 to 31 December 2014	1 February 2015		
F.8	Payment	Upon the Department's receipt and acceptance of F.7	15 February 2015	\$331,530.00	N/A
F.9	Performance Report	Performance Report and unaudited statement of income and expenditure for the Activity period 1 January 2015 to 30 June 2015	1 August 2015		
F.10	Payment	Upon the Department's receipt and acceptance of F.9	15 August 2015	\$337,500.00	N/A
F.11	Annual Report	Annual Report for the period 1 July 2014 to 30 June 2015	1 December 2015		
F.12	Performance Report	Performance Report and unaudited statement of income and expenditure for the Activity period 1 July 2015 to 31 December 2015	1 February 2016		

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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Standard Funding Agreement Schedule

Item G INSURANCE REQUIREMENTS (see also clause 9.3 [Insurance] of the Terms & Conditions)

NTJP
None specified

Item H ASSETS (see also clause 5 [Assets] of the Terms & Conditions)

NTJP
None specified

Item I SUBCONTRACTORS (see also clause 4.2 [Subcontractors to be approved] of the Terms & Conditions)

The following subcontractors are required to undertake the Activity/ies as indicated:

NTJP
None specified

Item J SPECIFIED PERSONNEL (see also clause 4.3 [Your Organisation's Personnel and Specified Personnel] of the Terms & Conditions)

The following Specified Personnel are required to undertake the Activity/ies as indicated:

NTJP
None specified

Item K CONFIDENTIAL INFORMATION (see also clause 8 [Confidentiality] of the Terms & Conditions)

NTJP
The Commonwealth's Confidential Information is:

None specified

Your Organisation's Confidential Information is:

None specified

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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Standard Funding Agreement Schedule

Item F MILESTONES / REPORTING REQUIREMENTS / PAYMENT SCHEDULE

The following table combines all of Your Organisation's Reporting and other Milestones for all Activities under this Agreement.

Milestones and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
E-13 Payment		Upon the Department's receipt and acceptance of F-12	15 February 2016	\$337,500.00	N/A
E-14 Performance Report		Performance Report and unaudited statement of income and expenditure for the Activity period 1 January 2016 to 30 June 2016	1 August 2016		
E-15 Payment		Upon the Department's receipt and acceptance of F-14	15 August 2016	\$343,590.00	N/A
E-16 Annual Report		Annual Report for the period 1 July 2015 to 30 June 2016	1 December 2016		
E-17 Performance Report		Performance Report and unaudited statement of income and expenditure for the Activity period 1 July 2016 to 31 December 2016	1 February 2017		
E-18 Payment		Upon the Department's receipt and acceptance of F-17	15 February 2017	\$343,590.00	N/A
E-19 Final Report		Final Report and unaudited statement of income and expenditure for the Activity period 1 January 2017 to 30 June 2017	31 October 2017		
E-20 Financial Acquired Report		Audited Financial Acquired Report for the period 1 July 2013 to 30 June 2017	31 October 2017		

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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Item L NOTICES (see also clause 4.5 [Notices] of the Terms & Conditions)

The Commonwealth's contact details and address for notices

Name or Position	Director, Aboriginal and Torres Strait Islander Aged Care Workforce Section, Ageing and Workforce Programs Branch, Ageing and Aged Care Division
Phone	(02) 6289 5757
Email	Louise.Jensen@health.gov.au
Postal Address	MDP 453, PO Box 9848, Canberra, ACT, 2601
Facsimile	(02) 6289 1330

Your Organisation's contact details and address for notices

Name or Position	Lara Brennan, Regional Manager of Family Community Services
Phone	(08) 8972 9006
Email	Lara.brennan@roper.gulf.nt.gov.au
Postal Address	PO Box 1321 KATHERINE NT 0851
Facsimile	(08) 8944 7004

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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Item M VULNERABLE PERSONS, POLICE CHECKS AND CRIMINAL RECORDS (see also clause 4.1 [Working with Vulnerable Persons] of the Terms & Conditions)

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

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ANNEXURE A - Supplementary Conditions

G1. Interest earned on Funding forms part of the Funding

G1.1.1. Clause 3.3.5.a of the Terms and Conditions is replaced with the following:

"a. identify all receipts and payments for the Activity and all interest earned by Your Organisation on the Funding for that Activity;"

G1.1.2. The definition of "Funding or Funds" in clause 11.4 [Definitions] of the Terms and Conditions is replaced with the following:

"Funding or Funds means, in respect of an Activity:

- a. the amount or amounts (in cash or kind) payable or paid by the Department to Your Organisation under this Agreement for the Activity as specified in Item C and Item F of the Schedule;
- b. any interest earned by Your Organisation on the Funding that is provided for the Activity after the date that Supplementary Condition G1 is included in the Agreement;
- c. any amount calculated in accordance with clause 5.1.5 of the Terms and Conditions in respect of the Activity; and
- d. any other amounts that are required under Item C of the Schedule to be treated as Funds, and used, for the Activity."

G2. Taxes, duties and government charges

G2.1. Process where Your Organisation is not registered for GST

G2.1.1. In this Supplementary Condition G2.1 [Process where Your Organisation is not registered for GST], "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

G2.1.2. Subject to Supplementary Condition G2.1.3, if Your Organisation is not required to be registered (and are not registered) for GST, the Funding will be paid to Your Organisation for the Activity in accordance with the provisions of this Agreement but clauses 3.9.1, 3.9.3 to 3.9.7.a and 3.9.8 to 3.9.11 inclusive of the Terms and Conditions will not apply.

G2.1.3. If Your Organisation becomes registered for GST, or becomes required to be registered for GST, during the Term of this Agreement, then:

- a. Your Organisation must notify the Department in writing within 7 days after Your Organisation becomes registered for GST; and
- b. clause 3.9 [Taxes, duties and government charges] of the Terms and Conditions will apply in its entirety from the date Your Organisation's GST registration takes effect.

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

DoHA SFA SCHEDULE November 2012

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Standard Funding Agreement Schedule

G2.2. Tax invoices

G2.2.1. This Supplementary Condition G2.2 amends clause 3.9 [Taxes, duties and government charges] of the Terms and Conditions by deleting:

- a. the words 'or RCTI' in clause 3.9.3 of the Terms and Conditions; and
- b. clauses 3.9.1.c and 3.9.8 to 3.9.11 inclusive of the Terms and Conditions.

G2.3. No GST for payments to government related entities

G2.3.1. This Supplementary Condition G2.3 amends clause 3.9 [Taxes, duties and government charges] of the Terms and Conditions by deleting the words 'or RCTI' in clauses 3.9.3, clause 3.9.7.a and clauses 3.9.8 to 3.9.11 inclusive of the Terms and Condition.

G2.3.2. The Parties have entered into this Agreement on the understanding that:

- a. they are both 'government related entities' as defined in the GST Act; and either:
 - i. is covered by an appropriation under an Australian Law or the COAG National Health Reform Agreement; and
 - ii. is calculated on the basis that the sum of the Funding and anything else that Your Organisation receives from another entity in connection with, or in response to, or for the inducement of that supply under this Agreement, or a related supply does not exceed Your Organisation's anticipated or actual costs of making those supplies;
- c. the payment of Funding for the Activity is a kind of payment specified in regulations made for the purposes of s 9-17 of the GST Act.

G2.3.3. On the basis of the matter described in clause G2.3.2, the Parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.

G2.3.4. This Supplementary Condition G2.3 [No GST for payments to government related entities] survives the expiry or termination of an Activity or this Agreement.

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

DoHA SFA SCHEDULE November 2012

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Standard Funding Agreement Schedule

Signatories to this Agreement

Parties Commonwealth of Australia ("Commonwealth"), as represented by and acting through **The Department of Health and Ageing ABN 83 605 426 759**, GPO Box 9848, Canberra, ACT, 2601 ("**Department**")

Roper Gulf Shire Council ABN 94 746 956 090 with the registered address at 29 Crawford Street, KATHERINE NT 0850 ("**Your Organisation**")

Executed by the Parties as a DEED on the day of Year

The Parties agree that by signing this Schedule they enter into the Agreement, which comprises this Schedule (including its Annexures and any Supplementary Conditions), the attached Cover Letter, the enclosed document entitled 'Terms and Conditions Standard Funding Agreement November 2012' and any other documents incorporated by reference.

Notwithstanding the date of execution of this Agreement, the Parties acknowledge and agree that Your Organisation commenced work in relation to this Activity on 1 July 2013. The Parties further agree that such work will be considered to be part of the Activity under this Agreement and that the terms and conditions of this Agreement will apply accordingly.

Signed, Sealed and Delivered for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through the Department of Health and Ageing ABN 83 605 426 759 in the presence of:

(Signature of Departmental Representative)

(Signature of Witness)

(Name of Departmental Representative)

(Name of Witness in full)

Signed, Sealed and Delivered by Roper Gulf Shire Council, ABN 94 746 956 090 in the presence of:

(Signature of Party)

(Signature of Witness)

(Name of Party)

(Name of Witness in full)

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

DoHA SFA SCHEDULE November 2012

14

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER 14.11
TITLE Grants - CDEP Variation #41 Agreement
2013-14 - FaHCSIA
REFERENCE 382679
AUTHOR Amanda Haigh, Grants Coordinator

RECOMMENDATION

- (a) That Council approve the variation agreement by signing and affixing the Common seal to both copies of the agreement.

BACKGROUND

The variation agreement has been accepted and needs official execution. The variation is for CDEP extension funding for Council to continue delivering CDEP services until 30/08/2013 to Jodetluk participants.

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

2013-2014 \$7,640

ATTACHMENTS:

- 1 CDEP 1314 Variation 41.pdf



Australian Government

Indigenous Coordination Centre
Katherine Office

TRIM Correspondence No.

KT 2013/818/COR.

ICC KATHERINE

20 JUN 2013

RECEIVED

Roper Gulf Shire Council
PO Box 1321
Katherine
KATHERINE NT 0851

Dear Sir/Madam

Variation of Agreement

We have agreed to vary the Agreement as detailed in the table below.

This letter embodies the variation ("**Letter of Variation**"). Two copies are enclosed for you to sign and return to us. When we receive the signed variations, we will sign and date them and return a copy to you for your organisation's records.

Variation to the Standard Funding Agreement

Roper Gulf Shire Council and the Commonwealth of Australia ("**the Parties**").

The Parties seek to vary the Agreement and do so with this Letter of Variation.

The Parties agree to the following variation(s):

Activity Name	Program Name	Variation	Amount of Funding *
Families, Housing, Community Services and Indigenous Affairs			
Community Development Employment Programme	Community Development Employment Projects (CDEP) Program.	Modified	\$19,398,896.00

* Exclusive of GST (if applicable)

The Parties agree that:

- (a) the variation takes effect from the date on which the Parties sign this Letter of Variation (and if they sign on different dates, then the date when the last Party signs); and
- (b) terms in this Letter of Variation with initial capital letters(s) have the same meaning as they have in the Agreement; and
- (c) the only variations are those set out in this Letter of Variation. In all other respects, the Agreement remains unamended.

Roper Gulf Shire Council

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1st Floor, Randazzo Building 14 Katherine Tce, KATHERINE NT 0850 • PO Box 84, KATHERINE NT 0851
Tel: (08) 8973 2000 • Fax: (08) 8973 2029 •

If you believe that you will have difficulties complying with any part of the Funding Agreement, then you will need to resolve these before signing this Funding Agreement. If you are uncertain about any aspects of this Funding Agreement you should seek independent legal advice before execution.

Yours sincerely

Arthur Aranui
Deputy ICC Manager
20 June 2013

Roper Gulf Shire Council

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Varied Schedule 1

Submission number : 24172

Variation number : 41

Changes to Activity : Community Development Employment Programme

Activity end date	Old Value 30/06/2013	New Value 30/08/2013
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Activity Objectives

Old Value

Services are to be delivered in the following areas:

Barunga
Beswick
Mataranka
Ngukurr
Eva Valley
Jodetluk
Werenbun
Numbulwar
Bulman
Wccmol
Jilkminggan

This variation is an extension of the 2009/12 CDEP funding agreement to accommodate a further year of service delivery and associated funding. This extension to your funding agreement is to support the transition to the new Remote Jobs and Communities Program to be introduced in July 2013.

New Value

Services are to be delivered in the following areas:

Barunga
Beswick
Mataranka
Ngukurr
Eva Valley
Jodetluk
Werenbun
Numbulwar
Bulman
Wccmol
Jilkminggan

This variation is an extension of the 2009/12 CDEP funding agreement to accommodate a further year of service delivery and associated funding. This extension to your funding agreement is to support the transition to the new Remote Jobs and Communities Program to be introduced in July 2013.

The extension of the CDEP Funding Agreement to the 31 August 2013 is to support the transition of CDEP participants to the Remote Jobs Community Program (RJCP) in RJCP Region 31 - Katherine Region NT.

Roper Gulf Shire Council

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Supplementary Conditions

Old Value

A ASSETS

A.1 If Assets are to be purchased or leased with Funding provided through this Agreement you must:

- use all Assets acquired only in accordance with this Agreement, unless our written approval for alternative use of Assets is received; and
- not encumber or dispose of any Assets or deal with or use them, other than in accordance with this Agreement, without first getting our approval in writing; and
- hold all Assets securely and safeguard them against theft, loss, damage or unauthorised use; and
- keep all Assets in good working order; and
- maintain all appropriate insurances for all Assets; and
- if required, maintain registration and licensing of all Assets specified by us; and
- be fully responsible for, and bear all risks relating to, the purchase or lease, use or disposal of all Assets; and
- keep a record identifying all Assets and, if we ask, give us that record.

A.2 If we consider that you do not have the capacity to undertake a procurement process, we may require you to engage an appropriate person, approved by us, to do so.

A.3 If Funding is provided to enable you to procure an Asset and you do not procure the Asset, we may reduce the Funding by the amount allocated to the purchase or lease of any particular Asset if you have not procured it:

- in the case of single year Agreements-within 60 Business Days of the Commencement Date; and
- in the case of multi-year Agreements-within 60 Business Days of the beginning of the financial year.

A.4 "Undepreciated Value" means the value of an Asset ignoring any depreciation for income tax purposes.

A.5 "Depreciation Rate" means the depreciation rate nominated by us from time to time for:

New Value

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- if required, maintain registration and licensing of all Assets specified by us; and
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A.5 "Depreciation Rate" means the depreciation rate nominated by us from time to time for:

Roper Gulf Shire Council

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- a) Assets of a particular type; or
b) for a particular Asset.

A.6 "Interest", for purposes of this Item, means interest calculated at an interest rate equal to the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953, on a daily compounding basis.

A.7 If we provide Funding for the purchase or lease of an Asset in the form of a motor vehicle you must:

- (a) register the motor vehicle and comprehensively insure it at all times in accordance with clause 21 (Insurance) of the Terms and Conditions, and do nothing to render the insurances void and, where the motor vehicle is leased, do nothing to breach the terms of the lease; and
(b) have them regularly serviced and maintained in accordance with the manufacturer's specifications or recommendations, and keep full records of the servicing and maintenance; and
(c) ensure that they are driven only by people you authorise to do so and who hold an appropriate driver's license; and
(d) not use them for private purposes; and
(e) if they are purchased, ensure that they are unencumbered when acquired and remain unencumbered (unless we give our prior written approval to an encumbrance).

A.8 Before you acquire graders, bulldozers, tractors or other self-propelled machinery, or second-hand motor vehicles, you must have these vehicles certified by a qualified mechanic as to roadworthiness and mechanical capability for their intended purpose.

A.9 If we ask, you must give us evidence to show that you have complied with your obligations under Item A.8 of this supplementary condition.

A.10 Before you sell or dispose of an Asset purchased with the Funding:
a) you must seek our written approval for the sale or disposal of the Asset; and
b) if we approve the sale of an Asset purchased with Funding and if at the time of sale or disposal, the Asset has not been fully depreciated, we may require you to pay us an amount equal to the value of the Asset, following depreciation calculated using the Depreciation Rate. If we did not provide all of

- a) Assets of a particular type; or
b) for a particular Asset.

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- (a) register the motor vehicle and comprehensively insure it at all times in accordance with clause 21 (Insurance) of the Terms and Conditions, and do nothing to render the insurances void and, where the motor vehicle is leased, do nothing to breach the terms of the lease; and
(b) have them regularly serviced and maintained in accordance with the manufacturer's specifications or recommendations, and keep full records of the servicing and maintenance; and
(c) ensure that they are driven only by people you authorise to do so and who hold an appropriate driver's license; and
(d) not use them for private purposes; and
(e) if they are purchased, ensure that they are unencumbered when acquired and remain unencumbered (unless we give our prior written approval to an encumbrance).

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b) if we approve the sale of an Asset purchased with Funding and if at the time of sale or disposal, the Asset has not been fully depreciated, we may require you to pay us an amount equal to the value of the Asset, following depreciation calculated using the Depreciation Rate. If we did not provide all of

the Funding for the Asset, then this amount is to be reduced to reflect the proportion of the purchase price of the Asset derived from the Funding; and

- c) you must comply with any such request within 20 Business Days of the request being made.

A.11 If at any time during the Agreement you sell or dispose of an Asset purchased wholly or partly with the Funding we may direct you to either treat as Funding (to be used for the Activity) or pay to us the greater of:

- a) the proceeds of the disposal; and
b) the Undepreciated Value of the Asset.

A.12 You must comply with any direction to pay us such an amount under Item A.11 of this supplementary condition, within 20 Business Days of the request being made, or the completion of the sale or disposal, whichever is the later. If we did not provide all of the Funding for the Asset, then the amount payable is to be reduced to reflect the proportion of the purchase price of the Asset derived from the Funding.

A.13 Any Assets lost, damaged or destroyed are to be reinstated or replaced by you.

A.14 All proceeds of insurance are deemed to form part of the Funding and you will notify us of amounts and related Assets should you receive any such payments.

A.15 At our sole discretion and directed to you in writing, we may require you to deal with any Asset upon completion of the Activity or earlier termination. We may also require you to deal with any Asset where any of the following applies:

- a) You are in breach of this Agreement;
b) We cease to provide Funding to you for any reason;
c) You cease to deliver the Activity;
d) You have ceased to use an Asset to deliver the Activity, or we are of the opinion that an Asset is no longer suitable to be used for the Activity or the purpose for which it was approved under this Agreement.

A.16 For the purposes of Item A.15 of this supplementary condition, we may, in our sole discretion, give you a written direction to:

- a) transfer the Asset to us or our

the Funding for the Asset, then this amount is to be reduced to reflect the proportion of the purchase price of the Asset derived from the Funding; and

- c) you must comply with any such request within 20 Business Days of the request being made.

A.11 If at any time during the Agreement you sell or dispose of an Asset purchased wholly or partly with the Funding we may direct you to either treat as Funding (to be used for the Activity) or pay to us the greater of:

- a) the proceeds of the disposal; and
b) the Undepreciated Value of the Asset.

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c) You cease to deliver the Activity;
d) You have ceased to use an Asset to deliver the Activity, or we are of the opinion that an Asset is no longer suitable to be used for the Activity or the purpose for which it was approved under this Agreement.

A.16 For the purposes of Item A.15 of this supplementary condition, we may, in our sole discretion, give you a written direction to:

- a) transfer the Asset to us or our

nominee;
 b) pay us an amount equal to the proportion of the value of the Asset following depreciation using the Depreciation Rate, that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding (if any); and/or
 c) sell the Asset to a bona fide purchaser for market value, subject to any conditions we specify in the direction. You must comply with any such request within 20 Business Days of the request being made.

A.17 You must provide us with security over any Asset, purchased wholly or partly with the Funding, in whatever form we require, and pay all stamp duties and reasonable legal costs of, and incidental to, such security upon our request.

A.18 For the purposes of this Supplementary Condition, if you do not pay us the amount required to be paid under Items A.10, A.11 or A.15 of this supplementary condition within the timeframe specified:
 a) you must pay that amount to us and must also pay Interest to us on the relevant amount from the date it was due, for the period it remains unpaid to us; and
 b) the relevant amount, and Interest owed, will be recoverable by us as a debt due to us by you.

A.19 Items A.10 and A.11 and Items A.13 through A.17 of this supplementary condition do not apply to leased Assets.

B CORPORATE GOVERNANCE
 'Constitution', for the purposes of this Item, means (depending on the context):
 a) a company's constitution, which (where relevant) includes rules and any amendments that are part of the company's constitution; or
 b) for any other kind of body, the body's charter, rules or memorandum, or any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;
 'Related Body Corporate' has the same meaning as in the Corporations Act 2001 (Cth)

B.1 If we ask, you must give us a copy of your Constitution.

B.2 You must inform us whenever there is a change in your Constitution, corporate or ownership structure, or key management

nominee;
 b) pay us an amount equal to the proportion of the value of the Asset following depreciation using the Depreciation Rate, that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding (if any); and/or
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B.1 If we ask, you must give us a copy of your Constitution.

B.2 You must inform us whenever there is a change in your Constitution, corporate or ownership structure, or key management

personnel.

B.3 You must not employ, engage or elect any person to take a role in your management or financial administration, or (unless we agree) in the performance of the Activity, if any of the following apply to the person:
 (a) the person is an undischarged bankrupt;
 (b) a composition, deed of arrangement, or deed of assignment, is in operation with the person's creditors under bankruptcy law;
 (c) a final judgment for a debt has been made against the person and it remains unsatisfied;
 (d) the person has been convicted of an offence within the meaning of paragraph 85ZM(1) of the Crimes Act 1914 (Cth), unless:
 (i) that conviction is regarded as spent under section 85ZM(2); or
 (ii) the person was granted a free and absolute pardon because the person was wrongly convicted; or
 (iii) the conviction has been quashed;
 (e) the person is or was a Director or occupied an influential position in the management or financial administration of an organisation that failed to comply with our funding requirements;
 (f) the person is otherwise prohibited from being a member, Director, employee or responsible officer of your organisation under any relevant legislation.

B.4 If a person falls within any of paragraphs B.3(a) to B.3(f) of this supplementary condition while employed or engaged by you, or after being elected as your officer, you are in breach of this Agreement unless you:
 (a) transfer the person to a position which has no role in your management or financial administration, or (unless we agree) in the performance of the Activity; or
 (b) terminate the person's employment or engagement or remove them from office; and
 (c) in either case, immediately notify us of your action.

B.5 If you advise us that you consider that termination would put you in breach of a statutory provision binding on you, we will take your view into account in deciding what action we will take.

B.6 You must not indemnify (whether

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 (b) terminate the person's employment or engagement or remove them from office; and
 (c) in either case, immediately notify us of your action.

B.5 If you advise us that you consider that termination would put you in breach of a statutory provision binding on you, we will take your view into account in deciding what action we will take.

B.6 You must not indemnify (whether

by agreement or by making a payment, and whether directly or through an interposed entity) a Director or any person concerned in your management against any of the following liabilities:

- (a) a liability they owe to you or your Related Bodies Corporate;
- (b) a liability they owe to someone other than you or your Related Bodies Corporate, if it arose out of actions taken in bad faith;
- (c) a liability they incurred by making improper use of their position with you, or by making improper use of information obtained through their position with you.

B.7 For the purposes of this Supplementary Condition, 'Director' means any of the following:

- (a) a person appointed to the position of a director or alternate director and acting in that capacity for a body corporate within the meaning of the Corporations Act 2001 (Cth) regardless of the name given to their position;
- (b) a member of the governing committee of an Aboriginal and Torres Strait Islander corporation under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth);
- (c) a member of the committee of an organisation incorporated under State or Territory laws relating to the incorporation of associations;
- (d) a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of a body corporate.

C FUNDING CONTROLLER

C.1 We may at any time, without prejudice to any other rights we have, appoint a Funding Controller if we consider that you are:

- (a) unable to perform the Activity; or
- (b) unable to complete the Activity within the Activity Period; or
- (c) unable to satisfactorily manage the Funding; or
- (d) in breach of your obligations under this Agreement.

C.2 The Funding Controller's role is to pay you amounts equivalent to the Funding, for the term of the appointment.

C.3 If we appoint a Funding Controller under this Supplementary Condition:

- (a) we may specify the Funding

by agreement or by making a payment, and whether directly or through an interposed entity) a Director or any person concerned in your management against any of the following liabilities:

- (a) a liability they owe to you or your Related Bodies Corporate;
- (b) a liability they owe to someone other than you or your Related Bodies Corporate, if it arose out of actions taken in bad faith;
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- (c) unable to satisfactorily manage the Funding; or
- (d) in breach of your obligations under this Agreement.

C.2 The Funding Controller's role is to pay you amounts equivalent to the Funding, for the term of the appointment.

C.3 If we appoint a Funding Controller under this Supplementary Condition:

- (a) we may specify the Funding

Controller's term of appointment and functions; and

- (b) we may recover from you the costs and fees associated with the Funding Controller's appointment and provision of services to you; and
- (c) our obligation to pay Funding to you under this Agreement ceases for the period of the appointment; and
- (d) subject to paragraph (a) above, the Funding Controller may perform some or all of your obligations under clauses 6 to 12 inclusive (About the Funding) of the Terms and Conditions; and
- (e) notwithstanding the appointment of the Funding Controller, the Terms and Conditions continue to apply in respect to the Funding.

D OBLIGATIONS RELATING TO THE USE OF LAND OR PREMISES UNDER LEASE TO THE COMMONWEALTH

D.1 This Agreement does not grant you a licence or any other interest or right to use land or premises that are covered by a lease granted to the Commonwealth under section 31 of the Northern Territory National Emergency Response Act 2007 ("section 31 areas").

D.2 If you require access to or the use of any land or premises in a section 31 area to carry out the Activity:

- (a) you must obtain our prior permission; and
- (b) as a condition of granting our permission, we may require you to enter into a lease or licence with us.

D.3 To avoid doubt, clauses 20 (Indemnity) and 21 (Insurance) of the Terms and Conditions apply to your use of any land or premises in a section 31 area in connection with the Activity.

E ACTIVITIES ON NATIVE TITLE LANDS

E.1 Before you undertake an Activity on land that is subject to native title or a land rights grant, or on land that is the subject of a native title claim or a land rights claim, you must be satisfied that the native title or land rights holders or claimants understand the nature of the Activity and have had an adequate opportunity to comment. That is, where native title or land rights may be affected by the Activity, you must consult with

Controller's term of appointment and functions; and

- (b) we may recover from you the costs and fees associated with the Funding Controller's appointment and provision of services to you; and
- (c) our obligation to pay Funding to you under this Agreement ceases for the period of the appointment; and
- (d) subject to paragraph (a) above, the Funding Controller may perform some or all of your obligations under clauses 6 to 12 inclusive (About the Funding) of the Terms and Conditions; and
- (e) notwithstanding the appointment of the Funding Controller, the Terms and Conditions continue to apply in respect to the Funding.

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native title holders or land rights holders or claimants, even if there is no legal requirement that you obtain their agreement. In all cases, it is desirable that you have their agreement; and in some cases, their agreement will be necessary as a matter of law.

E.2 You must obtain all necessary authorities to undertake the Activity with the Funding, including, where required by law, the agreement of the:

- (a) relevant native title holders or claimants; and
- (b) traditional owners recognised under land rights legislation.

E.3 You must rely on your own advice in relation to native title and land rights matters.

E.4 If you are unable to obtain any necessary authority relating to native title within 40 Business Days from the Commencement Date, you must request the National Native Title Tribunal to help negotiate an Indigenous Land Use Agreement.

E.5 If you are unable to agree an Indigenous Land Use Agreement, or you otherwise fail to obtain all necessary authorities to undertake the Activity with the Funding, within 60 Business Days from the Commencement Date, we may either:

- (a) negotiate changes to the Activity to either avoid the need for the relevant authorities to be obtained or an Indigenous Land Use Agreement to be negotiated, or otherwise address the issues preventing the relevant authorities being obtained or the parties agreeing to an Indigenous Land Use Agreement; or
- (b) terminate this Agreement immediately under clause 23.1 (Our right to terminate for your default or financial circumstances) of the Terms and Conditions; or
- (c) reduce the scope of the Agreement in accordance with clause 22.1 (Our right to terminate, or reduce the scope of, the Agreement) of the Terms and Conditions, in which case you agree that we will not be liable to pay you any costs to the extent they relate to the part of the Activity requiring the authorities or negotiation of an Indigenous Land Use Agreement.

G INTERNATIONAL TRAVEL

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G INTERNATIONAL TRAVEL

G.1 This Supplementary Condition applies where Funding is provided for international travel.

G.2 Where the Activity requires international travel by your personnel, you must:

- (a) ensure that the travel is taken by the most cost-effective and direct means; and
- (b) keep sufficient records of the travel itinerary and expenses to enable the acquittal of Funds in accordance with clause 10 (Acquitting the Funding) of the Terms and Conditions; and
- (c) comply with any additional reporting requirements in relation to this Supplementary Condition, as outlined in the Schedule.

H RECRUITMENT

H.1 This Supplementary Condition applies where we provide Funding to pay staff salaries for new or vacant positions.

H.2 Where this Supplementary Condition applies, you must comply with either Item H.3 or Item H.4 of this supplementary condition.

H.3 If you comply with this Item H.3, you must do each of the following:

- (a) Prepare an accurate duty statement and selection-criteria statement before advertising the position. Make these statements available to all applicants. Advise all applicants (either in the selection criteria or elsewhere) that the selection process will also entail applicants satisfying employment, financial and police checks.
- (b) Advertise the position in at least one appropriate and recognised local or regional newspaper. Give us a copy of the advertisement.
- (c) Appoint a selection panel, consisting of at least three people, to conduct interviews of suitable applicants and select the most suitable applicant for the position, having regard to:
 - (i) the selection criteria statement;
 - (ii) equal employment opportunity principles; and
 - (iii) the results of the financial, employment and police checks.
- (d) Ensure that no member of the selection panel has a conflict of interest or the appearance of a conflict of interest. A conflict of interest arises if a person's interest conflicts with their duty to act honestly, fairly and

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professionally.

(e) If (having followed the selection process above) you fill the position, formalise the employment contract in writing. Ensure that the contract includes a reasonable probation period and complies with all relevant legislation.

(f) Do not depart from the process specified in Item H.3 without our prior approval.

H.4 Appoint a suitable employment agency to select the relevant staff on your behalf. The agency must follow a process similar to the process in Item H.3 of this supplementary condition.

H.5 Regardless of whether you use Items H.3 or H.4 of this supplementary condition:

- (a) if the selected applicant's contract period extends beyond the period of the Funding, you acknowledge that we may not approve further funding for that position; and
 (b) we reserve the right not to release Funding for the salaries of employees who, in our opinion, do not have the necessary expertise to fulfil the obligations of the position we fund.

I USE OF TRUST ACCOUNTS

I.1 We will not pay any part of the Funding into a third party's trust account unless:

- (a) you have in place contractual arrangements, satisfactory to us, covering payment to the third party; and
 (b) the moneys are to be held for a specific purpose consistent with the Activity;
 (c) the moneys are expected to be used to meet your contractual obligations consistent with the Activity within a reasonable period of being paid into the trust account; and
 (d) the requirements of clauses 6 to 12 inclusive (About the Funding) of the Terms and Conditions are satisfied.

J MANAGEMENT OF FUNDS

J.1 You must not use the Funding for any of the following purposes:

- (a) to make a loan or gift; or
 (b) to pay sitting fees to Directors or members of your organisation; or
 (c) for overseas travel without our written prior approval; or
 (d) to relieve cash flow problems in other activities; or

professionally.

(e) If (having followed the selection process above) you fill the position, formalise the employment contract in writing. Ensure that the contract includes a reasonable probation period and complies with all relevant legislation.

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 (c) for overseas travel without our written prior approval; or
 (d) to relieve cash flow problems in other activities; or

(e) to settle or agree to consent orders in relation to, or otherwise resolve, any proceeding or application for reinstatement and/or wrongful dismissal by a current or former employee, without our prior written approval; or

(f) to pay commissions, success bonuses or similar benefits to Directors, staff, members or consultants as payment for work undertaken.

J.2 If (and only if) we give our prior written consent, you may reimburse Directors for their reasonable travel and accommodation expenses. We may refuse our consent if we consider:

- (a) the travel was not reasonable and necessary for the Activity; or
 (b) the expenses were not incurred attending your board meetings; or
 (c) the cheapest mode of travel available was not used; or
 (d) the claimed rate is higher than that in ATO ruling TR 2004/6 .

J.3 Except with our prior written approval, you must not use any of the following as security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest:

- (a) the Funding;
 (b) this Agreement or any of our obligations under this Agreement; or
 (c) any Assets or Intellectual Property Rights in the Agreement Material.

K APPROVAL REQUIRED FOR PUBLICATION OF RESEARCH

K.1 You must obtain our approval before publicly disclosing or publishing the results or findings of any research relating to the Activity.

K.2 However, you do not need our approval if disclosure or publication is requested by the responsible Minister or by a House or a Committee of the Parliament of the Commonwealth of Australia.

K.3 We cannot unreasonably withhold our approval and public disclosure or publication may not be delayed for more than 12 months following finalisation of the relevant publication.

K.4 Once the research is published, with our approval, you need not seek our approval for further publications arising from

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the research.

L ADVOCACY

L.1 The Australian Government is committed to ensuring that its agreements do not contain provisions that could be used to stifle legitimate debate or prevent organisations engaging in advocacy activities.

L.2 In order to avoid any doubt about the interpretation of provisions in this Agreement, we give the following undertakings:

(a) No right or obligation arising under this Agreement will be read or understood by us as limiting your right to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents; and

(b) We will not require you to obtain advance approval of any public debate or advocacy activities in relation to this agreement; and

(c) If we possess a contractual power to unilaterally remove personnel from the performance of the Activity, we will only exercise that power on reasonable grounds related to the performance of the Activity.

L.3 Nothing in this Supplementary Condition limits or derogates from your obligations under clauses 16 (Privacy issues) and 17 (Confidential Information) of the Terms and Conditions.

The following amendments are to the CDEP Supplementary Conditions, Annexure A of the 2009 -12 Standard Funding Agreement and must be read in conjunction with the existing provisions of the CDEP Supplementary Conditions, Annexure A of the 2009 -12 Standard Funding Agreement.

Item 1.1 Amend the definition of 'Job Services Australia Provider' by inserting the following words immediately at the end of the current definition: ". For the purposes of these CDEP Supplementary Conditions, a Job Services Australia Provider can be taken to mean other employment service providers that are contracted by the Department of Education, Employment and Workplace Relations.

Item 1.1 Immediately after the definition of 'Employment Pathway Plan' or 'EPP' insert a new definition that states:

'Income Support' means any of the following:

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Item 1.1 Amend the definition of 'Job Services Australia Provider' by inserting the following words immediately at the end of the current definition: ". For the purposes of these CDEP Supplementary Conditions, a Job Services Australia Provider can be taken to mean other employment service providers that are contracted by the Department of Education, Employment and Workplace Relations.

Item 1.1 Immediately after the definition of 'Employment Pathway Plan' or 'EPP' insert a new definition that states:

'Income Support' means any of the following:

a social security benefit, a job search allowance, a social security pension, a youth training allowance; a service pension; an income support supplement;

Delete Item 3.1(a) and (b).

Insert 3.1

3.1 You can only operate or cease a

(a) CDEP Service or CDEP Project, once our approval has been entered into CDEPManager. Our approval may be withheld or provided subject to conditions determined by us;

(b) Development and Support initiative once you have received our written approval, which may be withheld or provided subject to conditions determined by us.

Delete Item 5.1 (b)

Amend Item 5.1 (c) to be renumbered as Item 5.1(b)

Delete Item 5.2 (a)

Insert Item 5.2 (a) if a Continuing Participant is directly recruited from the date this variation is executed, the Continuing Participant must register and maintain registration with the Job Services Australia Provider within 90 calendar days of the direct recruitment of the Continuing Participant, if a Job Services Australia Provider is delivering services in the Continuing Participants area;

Amend Item 5.2 (b) by inserting immediately after, "...30 September 2009, "or the Continuing Participant is directly recruited from the date this variation is executed".

Amend Item 5.4 by deleting the last words "within two weeks".

Delete Item 5.5(h) (Exiting Continuing Participant Item 8.15 will be retained).

Amend Item 5.5 (i) and (j) to be renumbered as Items 5.5 (h) and (i).

Delete Item 6.1(b)(i)

Amend Item 6.1(b)(ii) to be renumbered as Item 6.1(b)(i).

Delete Item 6.2

a social security benefit, a job search allowance, a social security pension, a youth training allowance; a service pension; an income support supplement;

Delete Item 3.1(a) and (b).

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(a) CDEP Service or CDEP Project, once our approval has been entered into CDEPManager. Our approval may be withheld or provided subject to conditions determined by us;

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Delete Item 5.1 (b)

Amend Item 5.1 (c) to be renumbered as Item 5.1(b)

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Insert Item 5.2 (a) if a Continuing Participant is directly recruited from the date this variation is executed, the Continuing Participant must register and maintain registration with the Job Services Australia Provider within 90 calendar days of the direct recruitment of the Continuing Participant, if a Job Services Australia Provider is delivering services in the Continuing Participants area;

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Amend Item 5.5 (i) and (j) to be renumbered as Items 5.5 (h) and (i).

Delete Item 6.1(b)(i)

Amend Item 6.1(b)(ii) to be renumbered as Item 6.1(b)(i).

Delete Item 6.2

Insert Item 6.2 Before entering a New Participant into CDEPManager who is either directly recruited or referred to you by a Job Services Australia Provider you must ensure they meet each of the following criteria:

- (a) be of Australian Aboriginal or Torres Strait Islander origin;
- (b) complete and sign a Participant Acknowledgement Form and agree to be bound by the undertakings given in that form;
- (c) be willing to take up CDEP Services, CDEP Projects or an offer of Off-CDEP Employment.

Delete Item 6.3

Insert Item 6.3 You must ensure:

(a) if a Job Services Australia Provider is delivering services in the New Participant's area the New Participant must register with the Job Services Australia Provider within 90 calendar days of being entered into CDEPManager as a New Participant and maintain that registration;

(b) if a Job Services Australia Provider commences delivering services in the New Participants area after 30 September 2009, the New Participant must register and maintain registration with the Job Services Australia Provider within 90 calendar days of the day the Job Services Australia Provider commences delivering the services;

(c) if a New Participant relocates to another area they must register with the local Job Services Australia Provider within 90 calendar days and maintain that registration.

Delete Item 6.4

Insert Item 6.4 If a New Participant fails to participate in a CDEP Service, CDEP Project, or to accept an offer of Off-CDEP Employment without a reasonable explanation to you, we may determine by giving written notice to you, that the person does not satisfy Item 6.2(c) and is therefore ineligible to participate in the CDEP Program.

Insert a new heading immediately after Item 8.5 (e)

Insert a new Item 8.5 A You must:

(a) only retain New Participants after they have been directly recruited and they are not eligible for Income Support if your Average Agreed Places have not exceeded 100 per cent utilisation and their participation

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(a) only retain New Participants after they have been directly recruited and they are not eligible for Income Support if your Average Agreed Places have not exceeded 100 per cent utilisation and their participation

is not displacing other potential New Participants or Continuing Participants who would be eligible to receive either Income Support or CDEP Wage Funds; and
(b) only commence directly recruited New Participants and Continuing Participants when they are commenced in a CDEP Service or CDEP Project in CDEPManager.

Delete Item 8.20

Amend Item 8 by renumbering the sub-Items from Item 8.20 onwards.

Delete Item 8.22

Delete Item 8.26

Insert Item 8.26 You cannot engage a New Participant or Continuing Participant who is currently with another CDEP Provider as a New or Continuing Participant as the person elects until that person has been exited by the other provider and you have reassessed that person's eligibility under either Item 5 or 6.

Delete Item 8.27

OCCUPATIONAL HEALTH AND SAFETY (NT)

1. In conducting the Activity you must do all things necessary and in a manner which ensures you satisfy your obligations under the OH&S Legislation. If the OH&S Legislation does not apply you must conduct the Activity as if it does.

2. You must ensure any subcontract made in connection with the Activity contains enforceable obligations requiring the subcontractor to comply with the OH&S Legislation.

3. For the purposes of conducting the Activity you acknowledge you:

(a) are the Principal Contractor; or

(b) will appoint a Principal Contractor.

4. You acknowledge we are not the Principal Contractor for the purpose of the Activity.

5. You must rely on your own advice in relation to occupational health and safety matters.

6. For the purposes of this Supplementary Condition CR:

is not displacing other potential New Participants or Continuing Participants who would be eligible to receive either Income Support or CDEP Wage Funds; and
(b) only commence directly recruited New Participants and Continuing Participants when they are commenced in a CDEP Service or CDEP Project in CDEPManager.

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3. For the purposes of conducting the Activity you acknowledge you:

(a) are the Principal Contractor; or

(b) will appoint a Principal Contractor.

4. You acknowledge we are not the Principal Contractor for the purpose of the Activity.

5. You must rely on your own advice in relation to occupational health and safety matters.

6. For the purposes of this Supplementary Condition CR:

(a) OH&S Legislation means the:

(i) Occupational Health and Safety Act 1991 (Cth)

(ii) Occupational Health and Safety (Safety Arrangements) Regulations 1991 (Cth) and the Occupational Health and Safety (Safety Standards) Regulations 1994 (Cth) (collectively, the OHS Regulations (Cth));

(iii) Work Health and Safety Act (NT) (WH Act (NT));

(iv) Workplace Health and Safety Regulations (NT) (WH Regulations (NT)).

(b) Principal Contractor means a person who is taken to be the employer in control of a construction project under part 12 of the OHS Regulations (Cth), and without derogating from those obligations under the OHS Regulations (Cth), must also comply with all of the obligations as if the person was a principal contractor under the WH Act (NT) and the WH Regulations (NT).

At Item 1.1:

Insert before the definition of 'Activity Performance Indicators', a new definition: "Accredited Training' means an accredited training course which is a Certificate 1 Level course or higher, or such other course which is approved by us in writing;";

Insert before the definition of 'Location', a new definition: "Language, Literacy and Numeracy Training' means training that is aimed at improving the participant's language, literacy and/or numeracy skills to enable more effective participation in the workforce, or training as otherwise approved by us in writing;";

Insert before the definition of 'Off-CDEP Employment', a new definition: "Non-Accredited Training' means training which does not meet the definition of Accredited Training but which is undertaken with an industry recognised trainer or training organisation accredited by a National or State accreditation body, or such other training which is approved by us in writing;"; and

Delete the definition of 'Training'.

At Item 7.1:

(a) OH&S Legislation means the:

(i) Occupational Health and Safety Act 1991 (Cth)

(ii) Occupational Health and Safety (Safety Arrangements) Regulations 1991 (Cth) and the Occupational Health and Safety (Safety Standards) Regulations 1994 (Cth) (collectively, the OHS Regulations (Cth));

(iii) Work Health and Safety Act (NT) (WH Act (NT));

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(b) Principal Contractor means a person who is taken to be the employer in control of a construction project under part 12 of the OHS Regulations (Cth), and without derogating from those obligations under the OHS Regulations (Cth), must also comply with all of the obligations as if the person was a principal contractor under the WH Act (NT) and the WH Regulations (NT).

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Insert before the definition of 'Location', a new definition: "Language, Literacy and Numeracy Training' means training that is aimed at improving the participant's language, literacy and/or numeracy skills to enable more effective participation in the workforce, or training as otherwise approved by us in writing;";

Insert before the definition of 'Off-CDEP Employment', a new definition: "Non-Accredited Training' means training which does not meet the definition of Accredited Training but which is undertaken with an industry recognised trainer or training organisation accredited by a National or State accreditation body, or such other training which is approved by us in writing;"; and

Delete the definition of 'Training'.

At Item 7.1:

Insert, directly after "Job Services Australia Provider" ", however you can only reject a referral in exceptional circumstances, or as approved by us in writing".

Insert new Item 7.3:

"7.3 If any issues arise in relation to the acceptance, circumstances or conduct of a person who has been referred by a Job Services Australia Provider, you must, as soon as possible after you become aware of the issue, notify the Job Services Australia Provider of the issue."

At Item 8.1(l):

Replace "accredited training" with "Accredited Training".

Insert new Item 9.9 and subheading:

"Limitation on Funding for Outcome Payments

9.9 The payment of any Outcome Payment is at our discretion and subject to there being an appropriation and sufficient funds available."

Delete and replace all of Item 14.1, with new Item 14.1:

"14.1 You acknowledge that the following Outcome Payments may be provided to you under this Agreement and are divided into three categories including the stages listed below:

(a) Employment Outcome Payments:

(A) If an employment placement meets the hours required in Item 14.4 and is reasonably expected to be ongoing ('Ongoing Full-time Employment Outcome Payments):

i. Stage one - \$550 when employment of a New Participant or Continuing Participant commences;

ii. Stage two - \$2000 when a New Participant or Continuing Participant has remained for 13 weeks in continued employment;

iii. Stage three - \$2500 when a New Participant or Continuing Participant has remained for 26 weeks in continued

Insert, directly after "Job Services Australia Provider" ", however you can only reject a referral in exceptional circumstances, or as approved by us in writing".

Insert new Item 7.3:

"7.3 If any issues arise in relation to the acceptance, circumstances or conduct of a person who has been referred by a Job Services Australia Provider, you must, as soon as possible after you become aware of the issue, notify the Job Services Australia Provider of the issue."

At Item 8.1(l):

Replace "accredited training" with "Accredited Training".

Insert new Item 9.9 and subheading:

"Limitation on Funding for Outcome Payments

9.9 The payment of any Outcome Payment is at our discretion and subject to there being an appropriation and sufficient funds available."

Delete and replace all of Item 14.1, with new Item 14.1:

"14.1 You acknowledge that the following Outcome Payments may be provided to you under this Agreement and are divided into three categories including the stages listed below:

(a) Employment Outcome Payments:

(A) If an employment placement meets the hours required in Item 14.4 and is reasonably expected to be ongoing ('Ongoing Full-time Employment Outcome Payments):

i. Stage one - \$550 when employment of a New Participant or Continuing Participant commences;

ii. Stage two - \$2000 when a New Participant or Continuing Participant has remained for 13 weeks in continued employment;

iii. Stage three - \$2500 when a New Participant or Continuing Participant has remained for 26 weeks in continued

employment;

iv. Stage four - \$500 when a New Participant or Continuing Participant has remained for 52 weeks in continued employment.

(B) If an employment placement is not, or is not reasonably expected to be, ongoing and meet the hours required in Item 14.4:

i. Stage one - \$275 when employment of a New Participant or Continuing Participant commences with an employer, on or after 1 July 2011, and it is reasonably expected that the New or Continuing Participant will obtain at least 260 hours of employment in total, with one or more employers, over the 26 weeks following commencement;

ii. Stage two - \$1000 when a New Participant or Continuing Participant has been employed with one or more employers for a total of at least 260 hours during the previous 26 weeks;

iii. Stage three - \$1250 when a New Participant or Continuing Participant has been employed with one or more employers for a total of at least 520 hours over the previous 52 weeks;

iv. Stage four - \$250 when a New Participant or Continuing Participant has been employed with one or more employers for a total of at least 1040 hours over the previous 104 weeks.

(b) Training Outcome Payments:

(A) For Accredited Training:

i. Stage one - \$500 when a New Participant or Continuing Participant commences an Accredited Training that meets the requirement in Item 14.6;

ii. Stage two - \$1500 when a New Participant or Continuing Participant successfully completes an Accredited Training that meets the requirement in Item 14.6.

(B) For Non-Accredited Training commenced on or after 1 July 2011 which meets the requirement in Item 14.6:

i. Stage one - \$250 when a New Participant or Continuing Participant

employment;

iv. Stage four - \$500 when a New Participant or Continuing Participant has remained for 52 weeks in continued employment.

(B) If an employment placement is not, or is not reasonably expected to be, ongoing and meet the hours required in Item 14.4:

i. Stage one - \$275 when employment of a New Participant or Continuing Participant commences with an employer, on or after 1 July 2011, and it is reasonably expected that the New or Continuing Participant will obtain at least 260 hours of employment in total, with one or more employers, over the 26 weeks following commencement;

ii. Stage two - \$1000 when a New Participant or Continuing Participant has been employed with one or more employers for a total of at least 260 hours during the previous 26 weeks;

iii. Stage three - \$1250 when a New Participant or Continuing Participant has been employed with one or more employers for a total of at least 520 hours over the previous 52 weeks;

iv. Stage four - \$250 when a New Participant or Continuing Participant has been employed with one or more employers for a total of at least 1040 hours over the previous 104 weeks.

(b) Training Outcome Payments:

(A) For Accredited Training:

i. Stage one - \$500 when a New Participant or Continuing Participant commences an Accredited Training that meets the requirement in Item 14.6;

ii. Stage two - \$1500 when a New Participant or Continuing Participant successfully completes an Accredited Training that meets the requirement in Item 14.6.

(B) For Non-Accredited Training commenced on or after 1 July 2011 which meets the requirement in Item 14.6:

i. Stage one - \$250 when a New Participant or Continuing Participant

commences a Non-Accredited Training course that meets the requirement in Item 14.6;

ii. Stage two - \$750 when a New Participant or Continuing Participant successfully completes a Non-Accredited Training course that meets the requirement in Item 14.6.

(C) For Non-Accredited Training commenced on or after 1 July 2011 which does not meet the requirement in Item 14.6:

i. Stage one - \$250 when a New Participant or Continuing Participant successfully completes a Non-Accredited Training course, providing that an Outcome Payment under Item 14.1(b)(B)ii. has or will not be payable in respect of that Non-Accredited Training course.

(c) Work Experience Outcome Payments:

i. Stage one - \$500 when a New Participant or Continuing Participant Work Experience placement commences;

ii. Stage two - \$1100 when a New Participant or Continuing Participant has completed the Work Experience placement."

Delete and replace all of Item 14.2, with new Item 14.2:

"14.2 You must claim all categories of Outcome Payments through CDEPManager as follows:

(a) for an Outcome Payment payable pursuant to Item 14.1(a)(B) - within 14 calendar days of the attainment of the required hours;

(b) for other Outcome Payments - within 14 calendar days of the completion of each stage."

At item 14.4:

Before "Employment Outcome Payments" insert "Ongoing Full-Time".

After Item 14.4, insert new Items 14.4A, 14.4B and 14.4C:

"14.4A Only hours worked by a New Participant or Continuing Participant on or

commences a Non-Accredited Training course that meets the requirement in Item 14.6;

ii. Stage two - \$750 when a New Participant or Continuing Participant successfully completes a Non-Accredited Training course that meets the requirement in Item 14.6.

(C) For Non-Accredited Training commenced on or after 1 July 2011 which does not meet the requirement in Item 14.6:

i. Stage one - \$250 when a New Participant or Continuing Participant successfully completes a Non-Accredited Training course, providing that an Outcome Payment under Item 14.1(b)(B)ii. has or will not be payable in respect of that Non-Accredited Training course.

(c) Work Experience Outcome Payments:

i. Stage one - \$500 when a New Participant or Continuing Participant Work Experience placement commences;

ii. Stage two - \$1100 when a New Participant or Continuing Participant has completed the Work Experience placement."

Delete and replace all of Item 14.2, with new Item 14.2:

"14.2 You must claim all categories of Outcome Payments through CDEPManager as follows:

(a) for an Outcome Payment payable pursuant to Item 14.1(a)(B) - within 14 calendar days of the attainment of the required hours;

(b) for other Outcome Payments - within 14 calendar days of the completion of each stage."

At item 14.4:

Before "Employment Outcome Payments" insert "Ongoing Full-Time".

After Item 14.4, insert new Items 14.4A, 14.4B and 14.4C:

"14.4A Only hours worked by a New Participant or Continuing Participant on or

after 1 July 2011 may be counted towards a stage two, three or four Employment Outcome Payment under Item 14.1(a)(B) for that person.

14.4B You may not claim more than one Employment Outcome Payment for each stage for a New or Continuing Participant. To avoid doubt, if an Employment Outcome Payment is claimed for a particular stage at Item 14.1(a)(A), an Employment Outcome Payment may not be claimed at the corresponding stage at Item 14.1(a)(B).

14.4C You can only claim an Employment Outcome Payment if all of the employment in respect of which the claim is made is with employers who have an Australian Business Number."

Delete and replace all of Item 14.6, with new Item 14.6:

"14.6 For you to be eligible for Training Outcome Payments under Items 14.1(b)(A) or 14.1(b)(B), the training is limited to a New Participant or Continuing Participant undertaking training for a minimum of 7.5 hours a week for more than 13 weeks or, if less than 13 weeks, a minimum of 100 nominal course hours."

At Item 14.7:

Before "Training Outcome Payments" insert "Accredited";

After "will apply to" replace "training" with "Accredited Training"; and

After "prior to us approving" replace "a training" with "an Accredited Training".

After Item 14.7, insert new Item 14.7A:

"14.7A We may require you to produce evidence of the completion of the Accredited Training or Non-Accredited Training before we approve payment under Items 14.1(b)(A)ii., 14.1(b)(B)ii. or 14.1(b)(C)i.."

Insert new Item 14.10:

"14.10 For Outcome Payments under Items 14.1(b)(A)ii., 14.1(b)(B)ii. or 14.1(b)(C)i., an additional 30% will be paid to you in respect of the payment if the training contained some Language, Literacy and Numeracy Training."

after 1 July 2011 may be counted towards a stage two, three or four Employment Outcome Payment under Item 14.1(a)(B) for that person.

14.4B You may not claim more than one Employment Outcome Payment for each stage for a New or Continuing Participant. To avoid doubt, if an Employment Outcome Payment is claimed for a particular stage at Item 14.1(a)(A), an Employment Outcome Payment may not be claimed at the corresponding stage at Item 14.1(a)(B).

14.4C You can only claim an Employment Outcome Payment if all of the employment in respect of which the claim is made is with employers who have an Australian Business Number."

Delete and replace all of Item 14.6, with new Item 14.6:

"14.6 For you to be eligible for Training Outcome Payments under Items 14.1(b)(A) or 14.1(b)(B), the training is limited to a New Participant or Continuing Participant undertaking training for a minimum of 7.5 hours a week for more than 13 weeks or, if less than 13 weeks, a minimum of 100 nominal course hours."

At Item 14.7:

Before "Training Outcome Payments" insert "Accredited";

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After "prior to us approving" replace "a training" with "an Accredited Training".

After Item 14.7, insert new Item 14.7A:

"14.7A We may require you to produce evidence of the completion of the Accredited Training or Non-Accredited Training before we approve payment under Items 14.1(b)(A)ii., 14.1(b)(B)ii. or 14.1(b)(C)i.."

Insert new Item 14.10:

"14.10 For Outcome Payments under Items 14.1(b)(A)ii., 14.1(b)(B)ii. or 14.1(b)(C)i., an additional 30% will be paid to you in respect of the payment if the training contained some Language, Literacy and Numeracy Training."

At Item 16.8(f):

Delete and replace " , including" with "or, where ongoing employment is not possible or likely at the completion of the placement,".

At Item 16.8(f):

Delete and replace " , including" with "or, where ongoing employment is not possible or likely at the completion of the placement,".

You will be eligible for a transition payment of \$100 for each New or Continuing Participant, registered with you in CDEPManager and as specified in the list referred to below when;

- the New or Continuing Participant has completed their Individual Participation Plan with the Remote Jobs and Communities Program Provider for the RJCP Region 31 - Katherine Region NT;
- Activities Supervised by the RJCP provider are in place;
- CDEP Wage arrangements, if relevant, are delivered by the RJCP Provider.

The Department will provide you with a list of New or Continuing Participants that you are eligible to receive this transition payment for. Eligibility for this transition payment is limited to transfers of New or Continuing Participants that occur before 31 August 2013.

Budget	Financial Year	Old Description	Old Value	New Value	
INCOME					
Operational	2012/13		\$1,599,738.00	\$1,610,771.00	
CDEP Wages	2013/14		\$0.00	\$7,640.00	
EXPENDITURE					
Transitional WR/CD	2012/13			\$3,117.00	
Transitional Service Fees	2012/13			\$6,333.00	
Transitional D&S	2012/13			\$1,583.00	
CDEP Wages	2013/14			\$7,640.00	
Average Agreed Places					
Description	2009/10	2010/11	2011/12	2012/13	2013/14
Community Development	130	130	130	130	7
Work Readiness Services	240	240	240	240	13
Total	370	370	370	370	20

Deed of Variation to Standard Funding Agreement

BETWEEN

The Commonwealth of Australia represented by the
Department of Families, Housing, Community Services and Indigenous Affairs
 AND

Roper Gulf Shire Council

The Parties agree as follows:

Parties agree to vary the Standard Funding Agreement in the terms set out in this Deed.

Signed for and on behalf of the Commonwealth of Australia by
 the relevant Delegate, represented by and acting through the
Department of Families, Housing, Community Services and Indigenous Affairs
 ABN 36 342 015 855 in the presence of:

.....
 (Signature of Departmental/Agency Representative) (Signature of Witness)

.....
 (Name of Departmental/Agency Representative) (Name of Witness in full)

Signed, sealed and delivered by Roper Gulf Shire Council
 ABN 34 745 956 090 by affixing its common seal in accordance with its rules in the presence of:

.....
 (Signature of Public Officer) (Signature of committee member/secretary)

.....
 (Name of Public Officer) (Name of committee member/secretary)

Roper Gulf Shire Council

Ph: 8972 9000

CORPORATE GOVERNANCE DIRECTORATE REPORT



ITEM NUMBER 14.12
TITLE Grants - VSA Diversionary Program 2013-2014 - Department of Health
REFERENCE 382653
AUTHOR Amanda Haigh, Grants Coordinator

RECOMMENDATION

- (a) **That Council approve the 2013-2014 funding agreement for Volatile Substance Abuse Diversionary Program by signing, dating and affixing the Common Seal to both copies of the variation to agreement and CEO to sign both copies of the service plan.**

BACKGROUND

The VSA Diversionary Program is to fund and develop a range of services in the community to support treatment and care options for clients and their families affected by alcohol and other drugs. The service outcome is to provide a range of educational, vocational and cultural programs. The service description is to provide diversionary activities.

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

2012-2013 Council was funded \$47,000
 2013-2014 offer to Council is \$48,387

ATTACHMENTS:

- 1 VSA 1314 Service Plan.pdf
- 2 VSA 1314 Agreement Variation.pdf

Doh Program Outcomes
 To fund and develop a range of services in the community to support treatment and care options for clients and their families affected by alcohol and other drugs.

Service Outcome
 To provide a range of educational, vocational and cultural programs.

Standards & Quality Improvement

Roper Gulf Shire Council (The Council) agrees to provide a service which supports access, equity and safety to all clients.

As part of this, The Council must have a comprehensive policy and procedure manual encompassing:

- . Roles, responsibilities and powers of community patrolers
- . Smoke-free policy for all vehicles, grounds and buildings used for the service and will encourage and support staff to quit;
- . Alcohol policy
- . Vehicle use policy
- . Information Management
- . Access and Equity
- . Complaints and Disputes management
- . Risk Management including:
 - occupational health and safety
 - criminal history checks for all staff working with vulnerable clients
 - Current Working with Children Card (Ochre Card)
 - reporting of any critical incidents to Department of Health (Doh).

The Council agrees to work in consultation with the Doh Alcohol and Other Drugs Program (AODP), to review its service against agreed quality goals over the period of this agreement.

Service Plan

Organisation:

ROPER GULF SHIRE COUNCIL

ABN: 94 746 956 090

Service Name:

Volatlie Substance Abuse Diversionary Program

Period of Service Agreement:
 Period of Service Plan:

Start Date	End Date
01/07/2012	30/06/2015
01/07/2013	30/06/2014

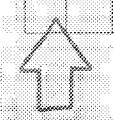
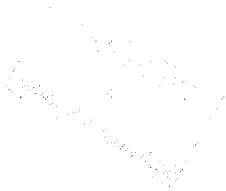
SERVICE PLAN FUNDING

Funding Period	Program	Base Funding (Per Annum) \$	GST(10%)	Base + GST
01/07/2013-30/06/2014	VOLATILE SUBSTANCE ABUSE	\$48,387.00	\$4,838.70	\$53,225.70

Data Collection	
As per Core agreement and performance measures.	
Performance reports will include a narrative containing client outcomes, any highlights or difficulties in meeting performance measures; and any innovative activities.	
Financial reports will be submitted using the Department of Health Financial Acquitia Template.	
Fees Policy	
N/A	
Special Conditions	
<p>The Department of Health (DoH) is currently developing and will be transitioning to a new Integrated Grants Management Framework which will be supported by a web based Grants Management System (GMS). When the new GMS goes live it will phase out the current Service Agreement Administration System (SAAS) which administers the current Core Agreements, Variation Agreements and Service Plans. During the term of this agreement Roper Gulf Shire Council agrees to negotiate this agreement in line with the new contract, which includes Agreement Details, Standard Terms and Conditions and Specific Conditions of funding.</p> <p>Roper Gulf Shire Council agrees that due to the new Grant Management System, these conditions and performance measures will change once the new system is operational.</p> <p>These conditions and those contained within the Agreement between the Council and the Department of Health must be met to maintain continued funding.</p>	
Service Description	
To provide diversionary activities.	

Service Activities	Performance Measures	Location	Eligibility/Target Groups
1. Data, reports and training	1.1 Provide six month financial report and a performance report that includes a narrative containing client outcomes, any highlights or difficulties in meeting performance measures, and any innovative activities; 1.2 Proportion of staff trained with current first aid certificate and working towards Cert III in AOD/Community Services.	Roper Gulf Shire	Young people who may be/are at risk of volatile substance abuse.
2. Education	2.1 Hours per client used for education; 2.2 Number of episodes involving identified vocational and/or educational programs, education or training employment skills, living skills, physical exercise, art and craft; 2.3 Number of episodes involving identified cultural activities.	As above	As above
3. Counselling	3.1 Number of clients; 3.2 Hours per client.	As above	As above
4. Working in partnership	4.1 Provide evidence of formal arrangements with other services to assist clients; 4.2 Provide evidence of meetings with other agencies; 4.3 Provide evidence of raising public awareness.	As above	Service providers and other relevant agencies.

Contact Officer: DEPARTMENT OF HEALTH		Contact Officer: ROPER GULF SHIRE COUNCIL	
Name: Cait Wright	<i>[Signature]</i>	Name: Michael Berte	
Position: Senior Services/Development Officer		Position: CEO	
Phone: 89992890		Phone: 89729000	
Fax: 89992420		Fax: 89712607	
Email: gail.wright@nt.gov.au		Email: michael.berter@ropergulf.nt.gov.au	
Signature:	<i>[Signature]</i>	Signature:	
Date: 6/6/13		Date:	



Agreement Variation

BETWEEN

DEPARTMENT OF HEALTH
[ABN 84 085 734 992]

AND

ROPER GULF SHIRE COUNCIL
[ABN 94 746 956 090]

Pursuant to Clause 10 *Variations to Agreement* of the agreement signed by **ROPER GULF SHIRE COUNCIL** on 28/06/2012 and by **DoH** on 4/07/2012 it is proposed to vary such agreement by Volatile Substance Abuse Diversionary Program for the period 1/7/2013 to 30/6/2014

Provision of Volatile Substance Abuse Diversionary Program for the period 1/7/2013 to 30/6/2014

Please sign where indicated as your acceptance of this Variation to Agreement and return both copies to the Services Agreement Management Unit, 2nd Floor, Health House, Darwin within 14 days.

EXECUTED by ROPER GULF SHIRE COUNCIL (ABN 94 746 956 090) Affix Common Seal if applicable.

on this day of 2013
in accordance with its Constitution

Full Name and Title	Signature	← SIGN HERE
Full Name and Title	Signature	← SIGN HERE
In the presence of		
Full Name of Witness	Signature	← SIGN HERE
	Date / /	

DoH USE ONLY

SIGNED for and on behalf of the Northern Territory of Australia through the agency of
Department of Health by

Penny Fielding

Executive Director
ACUTE CARE Division

Signature _____
Date / /

in the presence of

Full Name of Witness Signature _____
Date / /

CORPORATE GOVERNANCE DIRECTORATE REPORT

ITEM NUMBER 14.13
TITLE Grants - MOA for Indigenous Responsive Program 2013 - DoB
REFERENCE 384279
AUTHOR Amanda Haigh, Grants Coordinator

RECOMMENDATION

- (a) **That Council approve the Memorandum of Agreement(MOA) for General Activities from the Department of Business by initialling each page and signing of both copies of the MOA.**

BACKGROUND

RGSC have been offered funding under the Indigenous Responsive Program (IRP). Indigenous Responsive Program Funding specifically targets Indigenous people, for delivery of accredited and non-accredited training that links to work ready or employment on site in Indigenous communities. Indigenous communities can access funding at any time throughout the year.

Program Name: Pilot Employment & Training Program - Roper Gulf Shire

Program Information: The key components of the work to be performed as a result of this training will be:

- Repairs and maintenance by locals to Territory Housing assets, including carpentry repairs and minor plumbing repairs
- Repairs and maintenance by locals to RGSC assets, including carpentry repairs and minor plumbing repairs
- Building refurbishment and upgrade work to RGSC assets, including
- Training Centre accommodation refurbishment (incorporating carpentry, plumbing and tiling work
- Lot 162 RGSC staff housing refurbishment
- Increased use of local building trades workforce for asset repairs and maintenance by other organisations and government agencies

Location: Numbulwar

Funding Commencement Date: 1 January 2013

Funding End Date: 31 December 2013

ISSUES/OPTIONS/SWOT

NIL

FINANCIAL CONSIDERATIONS

2013 \$66,570 gst exc.

ATTACHMENTS:

1 ORG243-2013-MOA 11B.pdf



DEPARTMENT OF BUSINESS

Roper Gulf Shire Council

DOB2013/0974-0001

Memorandum of Agreement for General VET Activities

No. ORG243/2013

Between:

Northern Territory of Australia
(care of Northern Territory Department of Business)

("Department")

and

Roper Gulf Shire Council

("Organisation")

ABN: 94 746 956 090

Memorandum of Agreement No: ORG243/2013

Date: Wednesday, 10 July 2013

Period: Tuesday, 1 January 2013 to Tuesday, 31 December 2013

ORG243-2013-MOA-1

Memorandum of Agreement : ORG243/2013

Roper Gulf Shire Council

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This Agreement made at _____ on _____ 2013

Parties Northern Territory of Australia, care of Northern Territory Department of Business of GPO Box 3200, Darwin in the Northern Territory 0800 (the "Department")

Roper Gulf Shire Council 94746956090 of 29 Crawford St,

Katherine, 0850, NT (the "ORGANISATION")

This Agreement provides

1. Interpretation

1.1 Definitions

In this Agreement:

"**Agreement**" means this document including the Agreement Schedule and the Funding Schedules;

"**Agreement Schedule**" means the schedule to this Agreement entitled "Agreement Schedule";

"**Approved Purposes**" means the purposes for which the ORGANISATION is entitled to use the Grant Funds being:

- (a) funding of the Training Program specified in any Relevant Schedule; and
- (b) any other purposes approved in writing by the Department;

"**Commencement Date**" means the date specified in item 1 of the Agreement Schedule;

"**Completion Date**" means the last date for completion of a Training Program being the date specified in item 2 of the Relevant Schedule;

"**Confidential Information**" means information that:

- (a) is by its nature confidential;
- (b) is designated by either Party as confidential; or
- (c) the recipient knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement;
- (e) is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the discloser;
- (f) has been independently developed or acquired by a Party; or
- (g) is required by law to be disclosed;

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"**Department**" means the Northern Territory Department of Business on behalf of the Northern Territory of Australia or any such other office, department or agency as may, from time to time, administer this Agreement on behalf of the Northern Territory of Australia;

"**Department Material**" means any Material provided by the Department to the ORGANISATION for the purposes of this Agreement;

"**Funding Schedule**" means a schedule to this Agreement specifying the funding arrangements and conditions relating to each Funding being:

- Schedule B – Funding for a Non-Accredited Program

"**Funding Source**" means the classification used to identify the funding source identified with delivery of a module or unit of competency to a student and includes the funding sources set out below:

Funding Source Code	Description
11B	Indigenous Responsive Program (IRP)

"**Grant Funds**" means the amount of funding to be provided to the ORGANISATION as set out in the Relevant Schedule;

"**GST**" means the Goods and Services Tax payable pursuant to the GST Legislation;

"**GST Legislation**" means any Goods and Services Tax implemented in Australia pursuant to *A New Tax System (Goods and Services Tax) Act 1999* introduced by the Commonwealth and includes all Acts relating to that Act, together with all amendments made to it, and any subsequent Acts of Parliament enacting such Acts, whether or not subject to any amendment;

"**GST Liability**" is defined in clause 18;

"**Location**" means the location where the majority of teaching for delivery of a module or unit of competency occurs;

"**Material**" includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts;

"**Notice of Variation**" means a Funding Schedule executed in accordance with clause 15.11 of this Agreement;

"**Party**" means a party to this Agreement;

"**Recognition of Prior Learning**" means the process through which people can be assessed for skills and knowledge they have already acquired;

"**Relevant Schedule**" means any Funding Schedule to this Agreement where details for funding arrangements have been completed;

"**ORGANISATION**" will, where the context so admits, include the officers, employees, agents and subcontractors of the ORGANISATION and the ORGANISATION's successors and assignees;

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"**ORGANISATION Delegate**" means the person authorised to sign this Agreement on behalf of the ORGANISATION;

"**Services**" means the vocational education and training programs and services including any Training Program agreed to be provided by the ORGANISATION using the Grant Funds and referred to in the Relevant Schedule;

"**Supplies**" and other terms used in clause 18 which have meaning under the GST Legislation have the meaning implemented pursuant to the GST Legislation;

"**Term**" is defined in clause 2(a);

"**Termination Date**" means the date specified in Item 2 of the Agreement Schedule;

"**VET**" means Vocational Education and Training; and

"**VET Third Party Access Policy**" means the National policy in relation to third party access to facilities and equipment provided to publicly funded ORGANISATION's, a copy of which may be found on the Department's webpage.

1.2 Interpretation

In this Agreement:

- (a) words importing a gender include any other gender;
- (b) words in the singular number include the plural and words in the plural number include the singular;
- (c) clause headings, words capitalised, in brackets or in bold format and in this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer except for the purpose of rectifying any cross-reference;
- (d) all references to clauses are clauses in this Agreement;
- (e) where any word or phrase has been given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) the schedules attached to this Agreement form part of this Agreement;
- (h) where a provision of this Agreement is inconsistent with a provision of a schedule, then the provision of the Agreement prevails; and
- (i) a reference to dollars is a reference to Australian dollars.

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2. Commencement and Duration of Agreement

- (a) This Agreement commences on the Commencement Date and ends on the Termination Date unless terminated earlier in accordance with clause 14 [Termination with Compensation] or clause 13 [Termination for Default] ("**the Term**").
- (b) Upon termination of this Agreement, the Parties will be discharged from any further obligations or liabilities without prejudice to any rights, obligations or liabilities which have accrued prior to termination.

3. Grant Payment

3.1 Payment of Grant

Subject to:

- (a) appropriation of the Grant Funds by the Northern Territory Legislative Assembly; and
 - (b) the ORGANISATION providing the Services,
- the Department will pay to the ORGANISATION the Grant Funds.

3.2 Instalments

The Department will pay the Grant Funds to the ORGANISATION in the instalments on the conditions set out in the Relevant Schedule.

3.3 Rights of Department Relating to Payment

The Department will not be required to make payments in accordance with subclause 3.2 if:

- (a) the ORGANISATION has not delivered any required part of the Services;
- (b) the ORGANISATION has in the opinion of the Department changed any part of the Services in a significant way without the prior written approval of the Department;
- (c) the ORGANISATION has expended any of the Grant Funds for a purpose other than the Approved Purposes;
- (d) the ORGANISATION is otherwise in default of any material obligation under this Agreement.

3.4 Withholding Payment

The Department may withhold a payment under subclause 3.2 in whole or in part until such time as the ORGANISATION has performed the obligation to which the payment relates.

3.5 Funding Schedules

The specific funding details in relation to each Funding Source are set out in the Funding Schedules. The ORGANISATION will receive funding on the terms

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of the Relevant Schedule. The ORGANISATION may receive funding under more than one Funding Schedule.

4. Grant Use and Probity

4.1 Expenditure of Grant Funds

The ORGANISATION will expend the Grant Funds solely and specifically for the Approved Purposes and in accordance with the terms and conditions set out in this Agreement.

4.2 Use of Grant Funds

If the ORGANISATION uses the Grant Funds for purposes other than the Approved Purposes, the Department may terminate this Agreement in accordance with clause 13 [Termination for Default].

4.3 Probity

The ORGANISATION acknowledges that it must conform to appropriate standards of probity in carrying out its obligations under this Agreement.

5. Acquittal of Grant Funds

In relation to each Funding Source for which the ORGANISATION receives Grant Funds:

- (a) Where the Department has made any overpayment under this Agreement it may offset that amount against:
 - (i) any payment of Grant Funds under any Relevant Schedule; or
 - (ii) payment of grant funds made under any future resource agreement between the Department and the ORGANISATION.
- (b) The ORGANISATION must sign and return final acquittal notices provided by the Department within 30 days of receipt or the Department will not provide any further funding to the ORGANISATION.

6. Performance of the Services

6.1 Services

The ORGANISATION agrees to perform the Services in accordance with this Agreement, including the Relevant Schedule. Any alteration to delivery of the Services must be agreed in writing by the Parties in accordance with subclause 15.9.

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6.2 Non Achievement of Delivery

The ORGANISATION agrees to notify the Department in writing, in advance wherever possible if the Services will not be provided within the time required by the relevant Training Program and provide the Department with details of:

- (a) the nature of and reason for the delay;
- (b) how the ORGANISATION proposes to deal with the delay;
- (c) the expected date on which the Services will be delivered; and
- (d) the expected effect the delay may have on the relevant Training Program;
- (e) Any other information the Department reasonably requests.

6.3 Dealing with Non-Achievement of Delivery

Where the Services are not provided in accordance with the relevant Training Program, the Department may, after consultation with the ORGANISATION in addition to any other rights it has:

- (a) terminate this Agreement pursuant to clause 13; or
- (b) accept, or refuse to accept, the ORGANISATION's reasons for the delay or non-achievement;
- (c) require the ORGANISATION to enter into a Variation of this Agreement or a Funding Schedule;
- (d) allow the ORGANISATION an extension of time to provide the whole or any part of the Services; or
- (e) require the ORGANISATION to provide the Department with further information.

6.4 Student Eligibility

The ORGANISATION must ensure that all Students are eligible as per the current Department policies and respective program guidelines, which may be found on the Department's website at <http://www.dob.nt.gov.au/training/policies/Pages/default.aspx>.

6.5 Change of Circumstances

The ORGANISATION must notify the Department in writing of any change of circumstances that may have an impact on any right or obligation contained in this Agreement.

7. Records, Reports and Auditing Requirements

7.1 Records Required

The ORGANISATION must keep and maintain such records and accounts (including all receipts and invoices) in accordance with accounting principles generally applied in commercial practice and as required by law and as necessary to provide a complete, detailed record and explanation of:

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- (a) expenditure of Grant Funds for the Approved Purposes;
- (b) other expenditure connected with provision of the Services (including any in-kind contributions); and
- (c) implementation and progress of the Training Program specified in any Relevant Schedule.

7.2 Production of Documents

If requested to do so by the Department, the ORGANISATION must produce originals of receipts, invoices and bank statements to the Department within 10 business days of the date on which the Department makes the request.

7.3 Reports

The ORGANISATION will prepare and give to the Department the following reports:

- (a) any reports required under any Relevant Schedule;
- (b) any other written reports that may be requested by the Department from time to time including reports which verify how the Grant Funds have been expended, whether in accordance with the Approved Purposes or otherwise, or that the relevant Training Program has been fully performed.

7.4 Form of Reports

- (a) All reports must be in the form acceptable to the Department. If, in the Department's opinion, either the form or the content of a report is not adequate for the Department's purposes, the Department may require the ORGANISATION to submit a revised report satisfactory to the Department within 30 days of written notice to the ORGANISATION.
- (b) Wherever possible, the Department will take into account the ORGANISATION's existing reporting systems in determining the form of the reports.
- (c) The ORGANISATION must ensure that the Funding Source codes (as listed in clause 1) are reported against their training activity to enable accurate reconciliation of data and funding to occur.

7.5 Retention of Records

The ORGANISATION must retain all records and account books in original form for at least thirty-six (36) months following expiration or termination of this Agreement.

7.6 Audits

The ORGANISATION will participate in audits or collect data required by the Department including (without limitation):

- (a) collection of data that is associated with infrastructure utilisation such as use of buildings and plant,

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- (b) will ensure that any documents, data, materials or personnel are available for audit or validation visits

7.7 Audit of Reports

The Department may require that any reports that relate to the expenditure and acquittal of Grant Funds be independently audited by:

- (a) a person who is not an officer or employee of the ORGANISATION and is a person who is registered as a company auditor or such like under a law in force in the State or Territory in which the ORGANISATION is incorporated or principally operates;
- (b) a member of the Institute of Chartered Accountants or of the Australian Society of Certified Practising Accountants or National Institute of Accountants; or
- (c) another qualified person or party approved in writing by the Department.

7.8 Survival after Termination

The rights and obligations contained in this clause 7 survive termination or expiry of this Agreement.

8. Indemnity and Insurance

8.1 Agreement to Indemnify

The ORGANISATION agrees to indemnify the Department from and against any:

- (a) liability incurred by the Department;
- (b) loss or damage to property of the Department; or
- (c) loss or expense incurred by the Department in dealing with any claim against it (including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department),

arising from:

- (d) any action or omission by the ORGANISATION, its officers, employees, agents or subcontractors in connection with this Agreement;
- (e) any failure by the ORGANISATION to comply with its obligations or warranties under this Agreement; or
- (f) any use or disclosure by the ORGANISATION, its officers, employees, agents or subcontractors of personal information held or controlled in connection with this Agreement.

The Organisation's liability to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent act or omission of the Department contributed to the relevant liability, loss or damage, or loss or expense.

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8.2 Definition

In this clause 8, “**Department**” includes officers, employees and agents of the Department.

8.3 Insurance

The ORGANISATION must effect and keep in force a policy of insurance for public risk including personal injury and death and property damage arising out of or in connection with or in relation to any Training Program and compliance with the ORGANISATION, the terms of this Agreement (including all warranties, and releases given by the ORGANISATION in this Agreement) for a minimum of \$5,000,000 in relation to any single event. The ORGANISATION should seek advice from its insurance company or broker on appropriate insurance.

8.4 Insurance Requirements

Insurances required under this clause must:

- (a) be effected with an insurer reasonably approved by the Department;
- (b) be in terms acceptable to the Department and in particular be in terms to cover all students involved in Training Programs;
- (c) cover all persons involved or associated with the provision of Training Programs, and in particular (but not limited to) all students involved in Training Programs; and
- (d) note the interest of the Department.

8.5 Evidence of Insurance

The ORGANISATION must provide the Department, at the commencement of this Agreement, with a copy of the policies referred to in this clause certified by the insurer as being true and correct, and when reasonably required by the Department, evidence of the currency of the insurance required under this clause.

9. Incorporation of VET Third Party Access Policy**9.1 Incorporation of VET Third Party Access Policy**

The ORGANISATION acknowledges that the provisions, obligations and requirements of the VET Third Party Access Policy are incorporated into and form part of this Agreement.

10. Confidential Information and Department Material**10.1 Approval to Disclose**

Neither Party will disclose to any person any Confidential Information belonging to the other Party relating to the Program, the Agreement or the Department Material without prior approval in writing from the other Party.

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10.2 Conditions of Disclosure

The Party approving any disclosure of its Confidential Information may impose any conditions or restrictions it considers appropriate when giving its approval under clause 10.1.

10.3 Publicity

The ORGANISATION agrees that where appropriate, or where requested by the Department, it will acknowledge the support of the Department in any publicity, advertising or promotion related to provision of the Services funded under this Agreement, including, (without limitation), in the ORGANISATION's promotional Material and relevant media articles. All acknowledgments must be in a form acceptable to the Department.

10.4 Department Material

- (a) Ownership of all Department Material remains vested at all times in the Department.
- (b) Upon expiration or earlier termination of this Agreement, the ORGANISATION must return to the Department, all Department Material remaining in its possession unless otherwise agreed in writing by the Department.
- (c) The ORGANISATION must ensure that Department Material is used, copied, supplied or reproduced only for the purposes of this Agreement.
- (d) The ORGANISATION agrees to use the Department Material strictly in accordance with any conditions or restrictions notified from time to time in writing by the Department.
- (e) The ORGANISATION will be responsible for the safekeeping and maintenance of Department Material.

10.5 Information Sharing

Notwithstanding any provision in this Agreement, the Parties acknowledge that the Department may disclose information in relation to the performance of the ORGANISATION to the relevant government training authority in any other State or Territory.

10.6 Protection of Personal Information

- (a) In this clause:
 - (i) “**Act**” means the Information Act (NT); and
 - (ii) “**Privacy Laws**” means:
 - A. the Act; and
 - B. the Information Privacy Principles set out in the Act or any ‘code of practice’ approved under the Act that applies to any of the parties to this Agreement.
- (b) The ORGANISATION agrees:

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- (i) to deal with all Personal Information in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the ORGANISATION were a public sector organisation pursuant to section 5(7) of the Act;
- (ii) to use Personal Information only for the purposes of fulfilling its obligations under this Agreement;
- (iii) not to disclose Personal Information without the written authority of the Department;
- (iv) to immediately notify the Department where it becomes aware that a disclosure of Personal Information may be required by law;
- (v) to ensure that any employees, agents or subcontractors, and any other person who may have access to Personal Information held by the ORGANISATION, are aware of and undertake to not access, use, disclose or retain Personal Information except in performing their duties of employment, agency or subcontract;
- (vi) to ensure that any subcontract entered into by it for the purpose of fulfilling its obligations under this Agreement will contain provisions to ensure that the subcontractor has the same awareness and obligations as the ORGANISATION has under this clause, including this requirement in relation to subcontracts;
- (vii) to take all reasonable measures to ensure that Personal Information is protected from misuse and loss and from unauthorised access, modification, disclosure or other misuse and that only personnel necessary to fulfil the obligations under this Agreement have access to the Personal Information;
- (viii) that if individuals request access to, or correction of, the Personal Information held about them, the ORGANISATION will comply with such requests;
- (ix) in respect to Personal Information, to immediately notify the Department where the ORGANISATION becomes aware of a breach of this clause or the Privacy Laws; and
- (x) at the expiration or earlier termination of this Agreement, or such longer period as any Personal Information is required to be held or retained by the ORGANISATION pursuant to this Agreement, to either return to the Department, or at the Department's request, delete or destroy, all Personal Information received, created or held by the ORGANISATION for the purposes of this Agreement.

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11. Conflict of Interest

11.1 Warranty

The ORGANISATION warrants that, at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement. If, during the Term, a conflict or risk of conflict of interest arises, the ORGANISATION undertakes to notify the Department immediately in writing of that conflict or risk.

11.2 Resolution of Conflict of Interest

If the ORGANISATION gives a notice under subclause 11.1, the Department will determine how to resolve the issue, which may include termination of this Agreement in accordance with clause 13 [Termination for Default] if this is necessary in the reasonable opinion of the Department.

11.3 Conflict

The ORGANISATION agrees that it will not accept any sponsorship, monetary or other benefit from any person or entity that would conflict in the absolute discretion of the Department with the Department's legal obligations or philosophy.

12. Dispute Resolution

12.1 Method of Dispute Resolution

The Parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- (a) the Party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) the Parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) the Parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) if:
 - (i) there is no resolution or agreement; or
 - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 15 business days;

then, either Party may commence legal proceedings.

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12.2 Obligations during Dispute

Despite the existence of a dispute, the ORGANISATION will (unless requested in writing not to do so) continue to perform its obligations under this Agreement.

12.3 Application of clause 12

This clause 12 does not:

- (a) apply to action by the Department under or purportedly under clauses 3 or 13; nor
- (b) preclude either Party from commencing legal proceedings for urgent interlocutory relief.

13. Termination For Default**13.1 Department's Rights**

If:

- (a) the ORGANISATION fails to fulfil or is in breach of any of its material obligations under this Agreement and does not rectify the omission or breach after receiving 14 days notice in writing from the Department to do so;
- (b) the ORGANISATION's performance of its obligations is declared unsatisfactory by the Department and is not rectified after 30 days notice in writing from the Department;
- (c) the ORGANISATION makes an assignment for the benefit of its creditors;
- (d) an administrator is appointed to the ORGANISATION;
- (e) a receiver or receiver and manager or mortgagee's or chargee's agent is appointed over all or any part of the ORGANISATION's assets;
- (f) an application for winding up of the ORGANISATION is presented and not withdrawn or dismissed within 21 days or an order is made or an effective resolution is passed for the winding up of the ORGANISATION;
- (g) proceedings are initiated with a view to obtaining an order for winding up or any shareholder or director convenes a meeting for the purpose of considering or passing of any resolution for the winding up of the ORGANISATION; or
- (h) the ORGANISATION ceases to carry on business,

then, and in any one or more of such events, the Department may terminate this Agreement by giving written notice to the ORGANISATION of the termination which is effective immediately.

13.2 Repayment of Grant Funds

If this Agreement is terminated under subclause 13.1, the ORGANISATION must:

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- (a) return any unexpended Grant Funds to the Department; and
- (b) immediately repay to the Department the amount of the Grant Funds that has been spent in breach of this Agreement.

13.3 Recovery of Other Amounts

Subclause 13.2 does not limit or exclude the rights of the Department to recover any other amounts from the ORGANISATION on termination of this Agreement.

14. Termination With Compensation**14.1 Termination or Reduction**

The Department may, at any time, by written notice to the ORGANISATION, terminate in whole or reduce the scope of the Services it is prepared to fund.

14.2 Obligations of ORGANISATION

If the ORGANISATION receives a notice under subclause 14.1, it must:

- (a) cease or reduce the performance of its obligations under this Agreement in accordance with the notice;
- (b) immediately do everything possible to mitigate consequential losses arising from the termination contained in the notice; and
- (c) unless the scope of this Agreement is reduced, immediately return any unexpended Grant Funds to the Department.

14.3 Liability for Costs

Subject to subclause 14.4, if this Agreement is terminated under subclause 14.1, the Department is only liable for all reasonable costs (excluding loss of prospective profits) incurred by the ORGANISATION, which are directly attributable to the termination or reduction in scope.

14.4 Amounts exceeding Grant Funds

The Department is not liable to pay an amount under subclause 14.3 that exceeds the amount of the Grant Funds.

15. General Provisions**15.1 No Partnership or Agency**

Nothing in this document constitutes or is taken to constitute:

- (a) a partnership between the Department and the ORGANISATION; or
- (b) any form of agency between the Department and ORGANISATION.

15.2 Authority to Bind other Party

Neither the Department nor the ORGANISATION has authority to bind the other or contract in the name of the other in any way or for any purpose.

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15.3 Waiver

A waiver by a Party in respect of any breach of a condition or provision of this Agreement will not be deemed to be a waiver in respect of any other or of any subsequent breach.

15.4 Assignment

The ORGANISATION will not assign, in whole or in part, its benefits under this Agreement without the prior written approval of the Department.

15.5 Novation

The ORGANISATION will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Department.

15.6 Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the law for the time being in force in the Northern Territory of Australia. The Parties irrevocably and unconditionally submit to the jurisdiction of the courts of the Northern Territory of Australia and warrant that they will not take any objection to the jurisdiction of those courts on the grounds of convenience.

15.7 Compliance with Law

The ORGANISATION must ensure that any work done in connection with the Services complies with the laws from time to time in force in the Northern Territory of Australia.

15.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement.

15.9 Variation

No agreement or understanding varying or extending this Agreement, including in particular the scope of the Approved Purposes, will be legally binding upon either Party unless in writing and signed by both Parties.

15.10 Alternate Form of Variations

If the Parties consider it convenient or expedient to do so, a Variation to this Agreement, including to a Funding Schedule, may be effected by exchange of letters or similar between the Parties, providing both Parties have signed a single document, or counterparts of a single document, evidencing the Variation.

15.11 Special Conditions

The ORGANISATION agrees to comply with the special conditions, if any, contained in Item 6 of the Agreement Schedule.

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16. Unavoidable Delay**16.1 Effect of Unavoidable Delay**

A Party will not be entitled to exercise its rights and remedies on the default of the other Party (whether at common law or under clause 13) if that default:

- (a) is caused by an act, omission or event that is beyond the reasonable control of that other Party;
- (b) continues for less than one (1) month; and
- (c) was not reasonably foreseeable at the time this Agreement was executed.

16.2 Resolution of Unavoidable Delay

In the event of an unavoidable delay under subclause 16.1, the Parties will use their best endeavours to resolve the causes of the delay.

16.3 Non-Resolution of Unavoidable Delay

If the causes of the delay cannot be resolved within 3 months, the Department may terminate this Agreement, at its reasonable discretion, in accordance with clause 13 [Termination for Default] or clause 14 [Termination with Compensation].

17. Notices**17.1 Address for Service**

Any notice, request or other communication to be given or served pursuant to this Agreement must be in writing and addressed as the case may be, as follows:

- (a) if given to the Department, addressed and forwarded to the following address:

Training and Higher Education Division

Employment and Training
Department of Business
GPO Box 3200
Darwin NT 0801

Contact: Manager, Regional Training Coordinators

Phone: (08) 8935 7746
Fax: (08) 8901 4903

or as otherwise notified by the Deputy Chief Executive Officer; and
- (b) if given by the Department, signed by the Chief Executive Officer or his appointee and forwarded to the ORGANISATION at the address specified in Item 5 of the Agreement Schedule or as otherwise notified by the ORGANISATION.

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Organisation's Signatory:...

17.2 Methods of Delivery

Any such notice, request or other communication must be delivered by hand or sent by prepaid post, facsimile or electronic mail, to the address of the Party to which it is sent.

17.3 Receipt of Notice

A notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, upon the expiration of two (2) business days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

17.4 Notification of Change of Address

Either Party may change the address for service of notices by giving written notice of that change to the other Party.

18. Goods and Services Tax**18.1 Interpretation**

For the purposes of this Clause unless the context otherwise requires:-

- (a) "GST" means any tax imposed on Supply by or through the A New Tax System (Goods and Services Tax) Act 1999 ("the Act") and any related Tax Imposition Act. Where any other term is used in this clause which is defined in the Act it shall have the meaning which it bears in the Act, or (if the term is not defined in the Act) the meaning which it bears in any related Tax Imposition Act;
- (b) "GST Rate" means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time; and
- (c) "Input Tax Credit", "Recipient", "Supplier" and "Supply" have the meaning they bear in the Act.

18.2 Consideration Exclusive of GST

The parties acknowledge that the consideration under this Agreement is exclusive of GST.

18.3 Grossing Up

The Supplier and the Recipient agree that in the case of a Supply which is a Taxable Supply the consideration payable to the Supplier will be increased by an amount equal to the GST payable on the Supply where GST is calculated using the GST Rate applicable at the time of the Supply.

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Organisation's Signatory:....

18.4 Tax Invoices

The ORGANISATION acknowledges that the Department will issue a recipient created tax invoice and any adjustment notes required and the ORGANISATION will do all things necessary to enable the Department to claim any Input Tax Credit available in respect of the Grant Funds for payments made under this Agreement.

18.5 Reimbursements for amounts paid to Third Parties

If the Department is required to reimburse the ORGANISATION for an amount the ORGANISATION pays to a third party, the amount payable by the Department will be a GST exclusive amount (i.e. the amount paid by the ORGANISATION less any amounts in respect of the GST included in the consideration provided to the third party), whether or not amounts for GST are separately identified by the third party supplier to the ORGANISATION.

18.6 Registration

If the ORGANISATION ceases to be registered for GST the amounts that the Department is required to pay under this Agreement will be reduced by the GST Liability and the ORGANISATION will pay to the Department an amount equal to any refund from the ATO for overpayment of GST in relation to amounts paid in accordance with this Agreement.

18.7 Changes to GST Rate

Where the GST Rate is changed after the date of this Contract the consideration under this Contract will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate.

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Organisation's Signatory:....

Memorandum of Agreement : ORG243/2013

Roper Gulf Shire Council

In witness whereof the parties have agreed to these Conditions of Grant on the date first above written.

Signed Sealed and Delivered for and on behalf of **Northern Territory of Australia (care of the Northern Territory Department of Business)** pursuant to a delegation under the *Contracts Act* (NT) by:

Authorised DoB Delegate

Signature
Authorised DoB Delegate

In the Presence of:

Name of Witness in full

Signature of Witness

EXECUTED by the ORGANISATION If more than one signatory is required by law eg for a corporation, please use both RTO execution parts.

Executed by Roper Gulf Shire Council

Signed by (*name in full*)

Signature

Director / Secretary/ Partner / Sole Trader / Public Officer of Incorporated Association (*circle appropriate designation*)

in the presence of:

Name of Witness in full

Signature of Witness

Signed by (*name in full*)

Signature

Director / Secretary/ Partner / Sole Trader / Public Officer of Incorporated Association (*circle appropriate designation*)

in the presence of:

Name of Witness in full

Signature of Witness

22
DoB Signatory:...

Organisation's Signatory:...

Memorandum of Agreement : ORG243/2013

Roper Gulf Shire Council

18.8 Agreement Schedule

1. Commencement Date

Tuesday, 1 January 2013

2. Termination Date

Tuesday, 31 December 2013

3. Notices

The address of the ORGANISATION for the purposes of clause 17 is:

Name: Mr Michael Berto

Company Name: Roper Gulf Shire Council

Street address: 29 Crawford St,

Katherine, 0850, NT

Postal Address: PO Box 1321,

Katherine, 0851, NT

Telephone: 08 89729000

Email: grants.ropergulf@ropergulf.nt.gov.au

4. Special Conditions

23
DoB Signatory:...

Organisation's Signatory:...

Memorandum of Agreement : ORG243/2013

Roper Gulf Shire Council

SCHEDULE B**INDIGENOUS RESPONSIVE PROGRAM - NON ACCREDITED TRAINING****SPECIFIC TERMS AND CONDITIONS****1. PURPOSE OF THE AGREEMENT**

In Numbulwar, more training for local residents is needed in the skills area of remote area building construction, repairs and maintenance.

Roper Gulf Shire Council (RGSC) has many millions of dollars' worth of building assets, and there are close to one hundred Territory Housing dwellings in the community of Numbulwar. Additionally, there is a school, community store, health clinic, police station, homelands resource centre and associated staff housing, which all require periodic repairs, maintenance and upgrades. For reasons of service responsiveness, community economic development and cost effectiveness, it is not optimal to use external contractors for Numbulwar's building repairs, maintenance and upgrade requirements. However, local skills capacity is still in need of development.

2. PROJECT TITLE AND DESCRIPTION

Program Name: Pilot Employment & Training Program - Roper Gulf Shire

Program Information: The key components of the work to be performed as a result of this training will be:

Repairs and maintenance by locals to Territory Housing assets, including carpentry repairs and minor plumbing repairs

Repairs and maintenance by locals to RGSC assets, including carpentry repairs and minor plumbing repairs

Building refurbishment and upgrade work to RGSC assets, including

Training Centre accommodation refurbishment (incorporating carpentry, plumbing and tiling work

Lot 162 RGSC staff housing refurbishment

Increased use of local building trades workforce for asset repairs and maintenance by other organisations and government agencies

Location: Numbulwar

TCMS Version: 1.0

24
DoB Signatory:...

Organisation's Signatory:...

Memorandum of Agreement : ORG243/2013

Roper Gulf Shire Council

3. PROJECT AIMS AND OBJECTIVES**Specific Objectives:**

1. To provide skills and knowledge in repairs and maintenance
2. Increased income and employment opportunities for local Indigenous people
3. Skills development through non-accredited on-the-job training
4. Increased pride and confidence in work activities

Strategic Objectives:

1. Increase in the Numbulwar community's self-reliance in building trades services
2. Increase in income from building trades activity that remains in the Numbulwar local economy
3. More cost-effective building trades services
4. Reduction in travel and mobilisation costs related to building trades

4. PROJECT OUTCOMES

To initiate and develop a local Repairs and Maintenance Team at Numbulwar from participants that have previously been employed on the recently completed Strategic Housing and Infrastructure Program (SIHIP) in the community.

To identify and undertake local construction activities in the community that will enable Roper Gulf Shire Council to develop a long term

5. SPECIFIC CONDITIONS

The identified positions committed for successful participants from this training program:

1. Asset Maintenance Officer (casual/flexible)
2. Municipal Services Officer (fulltime and part time)

6. REPORTING AND MONITORING

- a. The ORGANISATION shall ensure the organiser/leader maintains attendance and other records for participants and undertakes an evaluation project.
- b. The Regional Training Coordinator from the Regional Operations Unit of DoB may, with prior notification, attend the activity to monitor the program and may

TCMS Version: 1.0

25
DoB Signatory:...

Organisation's Signatory:...

Memorandum of Agreement : ORG243/2013

Roper Gulf Shire Council

have access to the participants for this purpose.

7. FINANCIAL ARRANGEMENTS

REGION: Katherine

This project will be funded as follows:

Description	Amount (Excludes GST)	GST	Amount (Includes GST)
Training and Project Fees	\$66,570.00	\$6,657.00	\$73,227.00
Total	\$66,570.00	\$6,657.00	\$73,227.00

Expenditure must only occur for approved items within the program budget.

The ORGANISATION will not impose any additional administrative or other charges on participants in this program.

All goods purchased using funds provided by DoB remain the property of DoB and will be required to be returned to DoB at the end of the program.

8. FINANCIAL ACQUITTAL

DoB will fund this project from the **Indigenous Response Funding** Program.

Grant Funds will be paid in instalments under the following conditions:

General Ledger Code **75DTR601K411111**

%	Value	GST	TOTAL	Payment will be paid following:
Payment 1	\$46,599.00	\$4,659.90	\$51,258.90	Payment on Signing of Agreement
Payment 2	\$19,971.00	\$1,997.10	\$21,968.10	Acquittal of the 2013 Training Contract.
Total	\$66,570.00	\$6,657.00	\$73,227.00	

9. PROJECT EVALUATION

The ORGANISATION will supply to DoB, within twenty-eight (28) days after course completion, a statement of receipts and expenditure. The information should be itemised against each heading of the program costs (see Item 7 Financial

TCMS Version: 1.0

26
DoB Signatory:...

Organisation's Signatory:...

Memorandum of Agreement : ORG243/2013

Roper Gulf Shire Council

Arrangements). The person or persons in charge of the ORGANISATION should then certify it.

Unexpended funds will be returned to DoB at the completion or termination of this project.

The ORGANISATION will provide to DoB a program evaluation report in terms of meeting the program objectives and outcomes. The report is to include:

- The number and details of each participant who commenced and completed the course including name, gender, and date of birth.
- Information on the project activities that was provided to the participants.
- An evaluation report on the Program with comments from the organiser/leader, participants and the community.
- An assessment as to whether the program met the objectives and the strategic objectives identified in clause 3 above.

TCMS Version: 1.0

27
DoB Signatory:...

Organisation's Signatory:...

CORPORATE GOVERNANCE DIRECTORATE REPORT



ITEM NUMBER 14.14
TITLE RGSC FINANCIAL REPORT AS AT 30 JUNE 2013
REFERENCE 383132
AUTHOR Lokesh Anand, Finance Manager

RECOMMENDATION

- (a) **That Council receive and note the financial reports for the period ending 30 June 2013**

BACKGROUND

Attached are the financial reports for Roper Gulf Shire to 30 June 2013, including:

- Balance Sheet
- Income and expenditure report by service group
- Income and expenditure report by account category
- Cash-at-bank Statement & 12-month graph on cash balances
- Cash Flow Forecast till 30 June 2013
- Expenditure reports for all communities
- AR Age analysis report
- AP Age analysis report

Balance sheet has been prepared as per AASB 126 which is the Australian Accounting Standard and required pursuant to Local Government Act. Unexpended grants are classified as a Current asset which then gives a working capital of \$10.7 m. Unexpended grants are approximately \$4.5m which leaves a working capital of \$6.3 m and a current ratio of 2.67. We have prepared a detailed cash flow analysis and as at end of June our cash position is 4.9M more than projected. This is due to the advance release of FAG, Receipt of all night patrol contract monies. We are continuing to monitor our cash flow closely and all the big expenditures have to be approved by Directors before being incurred.

Our Revenue and expenditure statement currently shows a surplus of 1.1 m but there are still lots of invoices for the month of June to enter in the system. There is also a salary accrual journal for the last fortnight of June.

ISSUES/OPTIONS/SWOT

Interpretation of AR & AP reports

Debtors

The summary below shows the amount of debt outstanding for the current and the prior month.

See attached: Aged Analysis Report – Detailed Report – Accounts Receivable 30 June 2013.

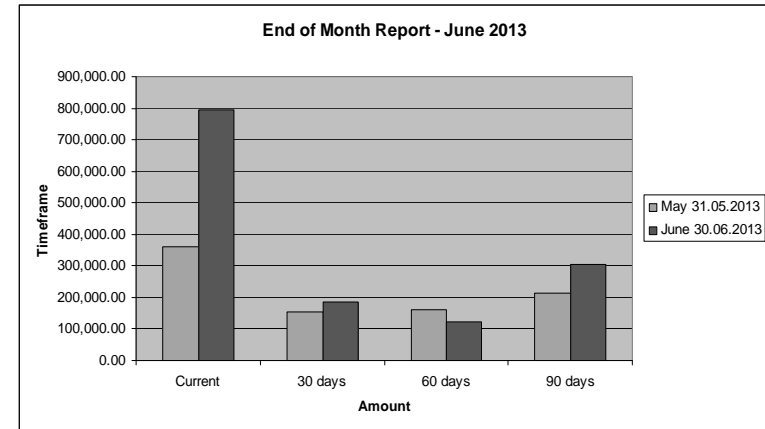
As at 30 June 2013, \$962,532.85 receivable is outstanding.

Comparatively, 31 May 2013, the debt was outstanding of \$891,384.94, not including unapplied credits. Unapplied credits have no effect on the financial outcome; they are just related to system clearing issues.

Issuance of invoices during the financial year end has resulted in increase in overall debtors and effort will continue to recover these at earliest possible.

AR Age Analysis 30 June 2013

Debtors		
Current	795,923.00	56.42%
30 Days	187,125.82	13.27%
60 Days	123,198.08	8.73%
90 Days	304,410.90	21.58%
Total Outstanding Amount	1,410,657.80	
Less – Unapplied Credits	448,124.95	
Actual Outstanding	962,532.85	



AR Top Ten Debtors

Description	Amount	Status
1 Power And Water Corporation - Katherine	9,490.13	Old invoices
2 DHLGRS - Accommodation Only	10,085.00	Old invoices
3 Frontier Services	12,325.34	Old invoices
4 IS Australia	15,597.99	Old invoices
5 Numbulwar Homelands Council Assoc. Inc.	20,440.00	Old invoices
6 S & R Building and Construction	28,000.00	Current invoice
7 Mcarthur River Mining	40,866.69	Current invoice
8 Power And Water Corporation - Accounts Payable	108,464.74	Includes current invoices
9 Dept of Infrastructure - Katherine	168,792.71	Includes current invoices
10 DHLGRS - Tenancy Management	310,437.40	Includes current invoices
	724,500.00	

Creditors

As at 30th June 2013, \$677,427.06 in creditors is outstanding and the AP age analysis report depicts the following:

Creditors	Amount	
Current	356,717.76	37.77%
Over 30 days	269,304.26	28.51%
Over 60 days	196,901.00	20.85%
Over 90 days	121,597.50	12.87%
Total outstanding amount (Including Overdue)	944,520.52	
Less: Unapplied Credits	267,093.46	
TOTAL ACTUAL OUTSTANDING	677,427.06	

Following are the details of invoices over \$10,000 which were received and entered during the month of June 2013:

Supplier	Amount
AIRPOWER	145,331.51
ALL REGIONS	19,912.12
AUSFUEL	156,137.23
CAIRNS INDUSTRI	18,150.00
COLLINS TRUCK	66,000.00
COUNCILBIZ	49,071.97
CRICKET & FOOTB	27,945.00
KATHERINE TOYOT	41,480.00
MVR	26,851.05
ROWLANDS QUARRI	10,304.80
SPEEDYS FENCING	19,470.00
TONYS RURAL BU	11,000.00
	591,653.68

All entered amounts as stated above have already been paid.

Roper Gulf Shire Council
Top Ten Outstanding Creditors
As of 30 June 2013

Supplier Account	Account Name	Outstanding	Remarks
		Amount (\$)	
10245	POWER PROJECTS	5,681.09	Except Territory Housing, all other amount are related to regular transaction and are either already settled or expected to settled in 7-15 days time.
10006	HESTA SUPER	6,499.75	
12347	HEAVY EQUIPMENT	8,800.00	
10280	TELSTRA	9,966.13	
10061	BIG RIVER HOUSI	23,800.00	
10002	AUSTRALIAN SUPER	35,639.14	
10027	TERRITORY HOUSI	41,582.79	
10244	POWER & WATER C	51,687.10	
10009	LOCAL SUPER	117,079.39	
10914	RTM (DEET)	257,712.40	
Total		558,447.79	

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

- 1 RGSC Finance Reports.pdf
- 2 AR Summary Age Analysis Report.pdf
- 3 AP AGE ANALYSIS REPORT.pdf

Roper Gulf Shire Council Balance Sheet as at 30 June 2013

<table border="0" style="width: 100%;"> <tr> <td colspan="2">ASSETS</td> </tr> <tr> <td>Current Assets</td> <td></td> </tr> <tr> <td>Cash</td> <td style="text-align: right;">12,574,744</td> </tr> <tr> <td>Accounts receivable (less doubtful accounts)</td> <td style="text-align: right;">965,699</td> </tr> <tr> <td>Inventory</td> <td style="text-align: right;">555,955</td> </tr> <tr> <td>Temporary Investment</td> <td style="text-align: right;">50,000</td> </tr> <tr> <td>Prepaid expenses Other current assets</td> <td style="text-align: right;">10,000</td> </tr> <tr> <td></td> <td style="text-align: right;">676,036</td> </tr> <tr> <td>Total Current Assets</td> <td style="text-align: right;">14,177,434</td> </tr> <tr> <td>Less: Unexpended Grants Available Undated Assets</td> <td style="text-align: right;">4,482,000</td> </tr> <tr> <td></td> <td style="text-align: right;">9,995,434</td> </tr> <tr> <td>Non-current Assets</td> <td></td> </tr> <tr> <td>Land</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Buildings (less accumulated depreciation)</td> <td style="text-align: right;">435,000</td> </tr> <tr> <td>Plant, Infrastructure and Equipment (less accumulated depreciation)</td> <td style="text-align: right;">34,063,266</td> </tr> <tr> <td>Furniture and fixtures (less accumulated depreciation)</td> <td style="text-align: right;">-10,052,727</td> </tr> <tr> <td>Work in Progress assets</td> <td style="text-align: right;">24,230,394</td> </tr> <tr> <td>Other non-current assets</td> <td style="text-align: right;">-13,469,697</td> </tr> <tr> <td></td> <td style="text-align: right;">135,899</td> </tr> <tr> <td></td> <td style="text-align: right;">-103,219</td> </tr> <tr> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total Non-current Assets</td> <td style="text-align: right;">35,238,925</td> </tr> <tr> <td>TOTAL ASSETS</td> <td style="text-align: right;">49,716,359</td> </tr> 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Shareholders' Equity	45,602,334	TOTAL LIABILITIES & EQUITY	49,716,359
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Balance Sheet Check	OK
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RATIOS	
Current Ratio	3.79
Quick Ratio	3.73
Cash Ratio	3.37
	Effective 2,6776



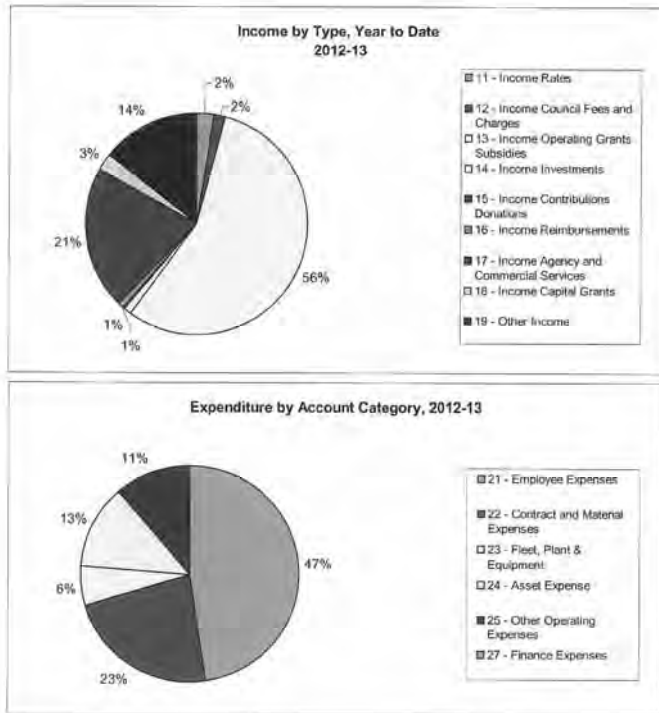
Roper Gulf Shire Council Income & Expenditure Report as at 30-June-2013 for the year 2012 - 2013



G:\Finance Department - admin files\okesh\Council Reports\June 12-13\Income Statement by Nat Acc by Account Category

	13GLACT Year to Date Actual (\$)	13GLBUD3 Year to Date Budget (\$)	13GLBUD3 Full Year Budget (\$)	Variance (\$)
Income				
11 - Income Rates	824,681	871,340	871,340	-46,659
12 - Income Council Fees and Charges	530,290	296,564	296,564	233,726
13 - Income Operating Grants Subsidies	18,820,708	18,169,730	18,169,730	650,978
14 - Income Investments	417,364	500,000	500,000	-82,636
15 - Income Contributions Donations	45,235	44,950	44,950	285
16 - Income Reimbursements	303,648	235,872	235,872	60,776
17 - Income Agency and Commercial Services	6,993,829	6,802,363	6,832,363	191,466
18 - Income Capital Grants	848,866	506,482	506,482	342,384
19 - Other Income	4,842,479	4,231,782	4,231,782	610,697
Total Income	33,627,094	31,779,072	31,779,072	1,848,023
Expenditure				
21 - Employee Expenses	15,451,802	16,722,708	16,722,708	-1,270,906
22 - Contract and Material Expenses	7,371,960	7,807,310	7,807,310	-435,350
23 - Fleet, Plant & Equipment	1,869,874	1,998,582	1,998,582	-128,708
24 - Asset Expense	4,081,267	3,996,000	3,996,000	85,267
25 - Other Operating Expenses	3,646,349	3,784,874	3,784,874	-138,525
27 - Finance Expenses	47,739	51,036	51,036	-3,298
Total Expenditure	32,478,981	34,360,310	34,360,310	-1,881,329
Surplus/(Deficit)	1,148,114	-2,581,238	-2,581,238	3,729,351
Capital Expenditure				
53 - WIP Assets	2,953,235	3,381,903	3,381,903	-428,668
Total Capital Expenditure	2,953,235	3,381,903	3,381,903	-428,668

G:\Finance Department - admin files\Lokesh\Council Reports\June 12-13\Income Statement by Nat Acc by Account Category



G:\Finance Department - admin files\Lokesh\Council Reports\June 12-13\Income Statement by Service Group

Roper Gulf Shire Council

Income & Expenditure Report as at 30-June-2013

for the year 2012 - 2013



Income

- 1 - Core Services
- 2 - Agency Services
- 3 - Commercial Services
- 4 - Other Council Services

Total Income

Expenditure

- 1 - Core Services
- 2 - Agency Services
- 3 - Commercial Services
- 4 - Other Council Services

Total Expenditure

Surplus/(Deficit)

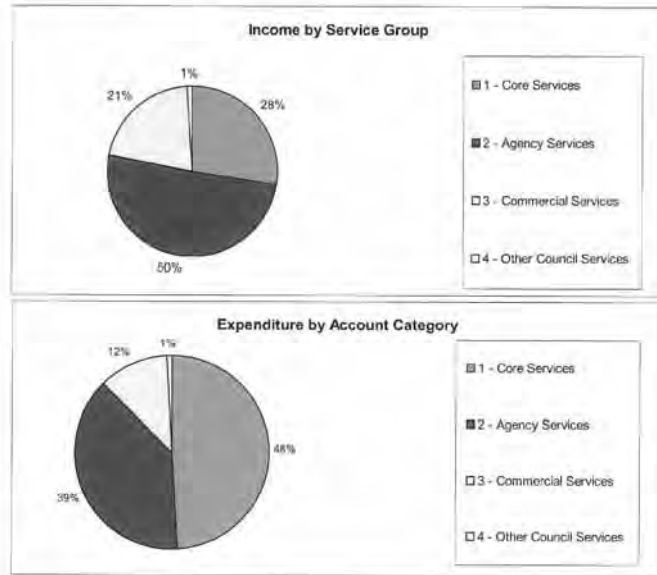
Capital Expenditure

- 1 - Core Services
- 2 - Agency Services
- 3 - Commercial Services

Total Capital Expenditure

	13GLACT Year to Date Actual (\$)	13GLBUD3 Year to Date Budget (\$)	Variance (\$)	13GLBUD3 Full Year Budget (\$)
Income				
1 - Core Services	9,287,261	8,348,118	-939,143	8,348,118
2 - Agency Services	16,918,054	17,479,016	560,962	17,479,016
3 - Commercial Services	7,024,002	5,460,010	-1,563,992	5,460,010
4 - Other Council Services	397,777	491,928	110,719	491,928
Total Income	33,627,094	31,779,072	-1,831,454	31,779,072
Expenditure				
1 - Core Services	15,889,363	12,380,887	-3,508,476	12,380,887
2 - Agency Services	12,505,468	16,549,166	4,043,697	16,549,166
3 - Commercial Services	3,788,730	5,063,138	1,274,408	5,063,138
4 - Other Council Services	295,418	-367,118	-71,722	367,118
Total Expenditure	32,478,980	34,360,309	1,881,351	34,360,309
Surplus/(Deficit)	1,148,114	-2,581,238	-3,712,805	-2,581,238
Capital Expenditure				
1 - Core Services	1,797,501	2,067,400	198,655	2,067,400
2 - Agency Services	861,677	930,010	68,138	930,010
3 - Commercial Services	293,658	384,493	90,636	384,493
Total Capital Expenditure	2,953,235	3,381,903	357,424	3,381,903

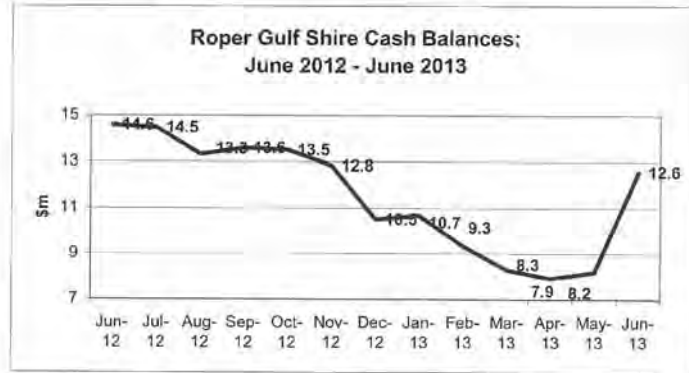
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Roper Gulf Shire Council
Actual cash at bank
as at 30 June 2013



Bank:	Closing balance as at 30 June 2012
Commonwealth - Business 10313307	\$11,639,309.54 CR
Monthly interest earned	\$22,799.85
Commonwealth - Operating 10313294	\$33,670.86 CR
Monthly interest earned	\$1,156.60
Commonwealth - Trust 103133315	\$153,331.93 CR
Monthly interest earned	\$1,751.69
Commonwealth - Numbulwar Fuel	\$218,607.62
Monthly interest earned	\$435.31
Traditional Credit Union 12-month Term I	\$520,000.00 CR
Monthly interest earned minus	\$0.00
Traditional Credit Union Low Usage Busin	\$29,824.00 CR
Monthly interest earned minus	\$9.25
Total Cash at Bank	\$12,574,743.95
Total Interest Earned (annualised)	\$334,140.68



RGSC
Cash Flow Forecast from April to June 2013

Month Year	Mar'13	Budgeted		Actual	
		April'13	May'13	May'13	June'13
RECEIPTS					
Income - Grants		\$ 810,890.25	\$ 2,883,889.25	\$ 1,471,189.80	\$ 1,650,136.00
Income Contract		\$ 397,725.23	\$ 625,725.23	\$ 471,171.38	\$ 382,061.23
Interest		\$ 25,000.00	\$ 25,000.00	\$ 21,941.92	\$ 32,000.00
Debtors Recovery		\$ 200,000.00	\$ 200,000.00	\$ 211,396.34	\$ 200,000.00
TOTAL RECEIPTS	\$ -	\$ 1,433,615.48	\$ 3,734,614.48	\$ 2,175,699.44	\$ 2,264,197.23
PAYMENTS					
Accounting, consultaion and legal fees		\$ 55,000.00	\$ 75,000.00	\$ 75,364.70	\$ 65,000.00
Advertising and promotion		\$ 2,500.00	\$ 2,500.00	\$ 403.78	\$ 2,500.00
Business loan payments		\$ -	\$ -	\$ -	\$ -
Councillors Expense		\$ 26,500.00	\$ 26,500.00	\$ 25,221.20	\$ 26,500.00
Drawings (owner's wages)		\$ -	\$ -	\$ -	\$ -
Equipment lease and hire purchase		\$ 20,000.00	\$ 20,000.00	\$ 18,107.23	\$ 20,000.00
Freight		\$ 15,000.00	\$ 15,000.00	\$ 12,698.58	\$ 15,000.00
Insurance		\$ -	\$ -	\$ -	\$ 85,244.00
Interest and bank charges		\$ 1,000.00	\$ 1,000.00	\$ 737.14	\$ 1,000.00
Printing, postage, stationery, packaging		\$ 18,000.00	\$ 18,000.00	\$ 17,722.61	\$ 18,000.00
Rent Warehouse		\$ 18,000.00	\$ 18,000.00	\$ 5,260.35	\$ 18,000.00
Repairs and maintenance, cleaning		\$ 42,200.00	\$ 42,200.00	\$ 25,994.04	\$ 42,200.00
Superannuation		\$ 100,000.00	\$ 100,000.00	\$ 93,153.01	\$ 150,000.00
Supplier payments		\$ 422,292.00	\$ 442,292.00	\$ 385,872.89	\$ 492,292.00
Taxes		\$ -	\$ -	\$ -	\$ -
Telephone		\$ 38,289.00	\$ 38,289.00	\$ 39,188.56	\$ 38,289.00
Utilities - electricity, gas		\$ 60,000.00	\$ 60,000.00	\$ 62,281.55	\$ 60,000.00
Travel & Accommodation		\$ 65,000.00	\$ 65,000.00	\$ 49,783.93	\$ 65,000.00
Vehicle operating costs		\$ 65,000.00	\$ 65,000.00	\$ 45,582.32	\$ 70,000.00
Staff Amenities, Uniforms, Workshop		\$ 28,000.00	\$ 24,000.00	\$ 2,723.50	\$ 24,000.00
Wages and salaries		\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,052,488.77	\$ 1,650,000.00
Other Expenses		\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
ATO payment		\$ 230,000.00	\$ 230,000.00	\$ -	\$ 340,000.00
TOTAL PAYMENTS	\$ -	\$ 2,366,781.00	\$ 2,392,781.00	\$ 1,903,584.16	\$ 3,223,025.00
NET CASH FOR THE PERIOD	\$ -	\$ 933,165.52	\$ 1,341,833.48	\$ 272,115.28	\$ 958,827.77
Opening Bank Balance	\$ 8,269,516.00	\$ 8,269,516.00	\$ 7,336,350.48	\$ 7,921,611.37	\$ 8,678,183.97
ENDING CASH	\$ 8,269,516.00	\$ 7,336,350.48	\$ 8,678,183.97	\$ 8,193,726.65	\$ 7,719,356.20

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Roper Gulf Shire Council

Income & Expenditure Report as at
30-June-2013
for the year 2012 - 2013



Barunga (Bamyili)

Expenditure by Service

	13GLACT Year to Date Actual (\$)	13GLBUD3 Year to Date Budget (\$)	Variance (\$)	13GLBUD3 Full Year Budget (\$)
10 - CORE - Corporate, Executive & Support	164,646	163,211	-1,435	163,211
12 - CORE - Governance & Council	14	1,200	1,186	1,200
14 - CORE - Services	474,944	351,041	-123,904	351,041
16 - CORE - Infrastructure and Assets	104,018	11,698	-92,320	11,698
18 - COMMERCIAL - Housing	110,867	204,362	93,495	204,362
20 - COMMERCIAL - Other	80,190	87,503	7,314	87,503
22 - COMMERCIAL - Mechanical Workshops	325	0	-325	0
24 - AGENCY - Community Services Mngt	8,171	23,630	15,459	23,630
26 - AGENCY - RJCP	19,437	25,500	6,063	25,500
30 - AGENCY - Family and Community	82,796	102,444	19,647	102,444
32 - AGENCY - Enviro Health and Landcare	12,366	12,300	-66	12,300
34 - AGENCY - Community Safety	212,948	227,395	14,447	227,395
Total Expenditure	1,270,722	1,210,284	-60,438	1,210,284

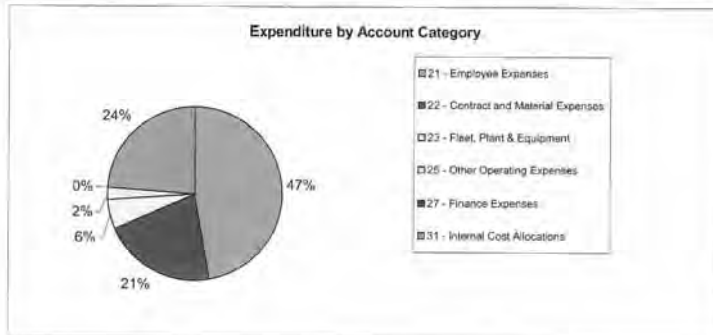
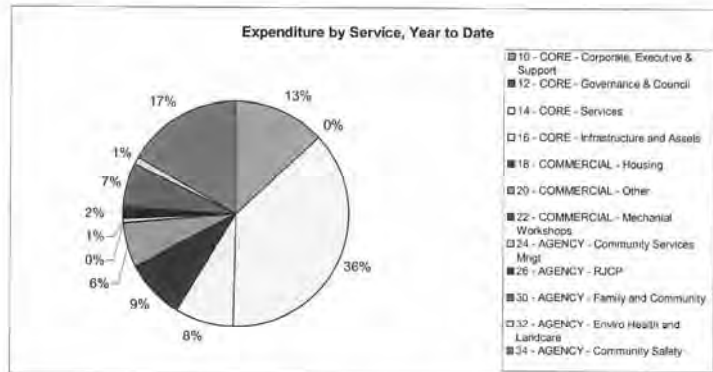
Expenditure by Account Category

21 - Employee Expenses	600,518	703,877	103,359	703,877
22 - Contract and Material Expenses	267,105	304,924	37,819	304,924
23 - Fleet, Plant & Equipment	71,350	62,880	-8,470	62,880
25 - Other Operating Expenses	27,242	42,724	15,482	42,724
27 - Finance Expenses	73	0	-73	0
31 - Internal Cost Allocations	304,434	95,879	-208,555	95,879
Total Expenditure	1,270,722	1,210,284	-60,438	1,210,284

Capital Expenditure

5161 - Acquisition of Furniture Fittings	636	0	-636	0
5321 - Capital Purchase/Construct Buildings	0	49,856	49,856	49,856
5331 - Capital Construct Infrastructure	10,316	0	-10,316	0
5371 - Capital Purchase Vehicles	39,157	52,671	13,514	52,671
Total Capital Expenditure	50,110	102,527	52,417	102,527

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Roper Gulf Shire Council

Income & Expenditure Report as at 30-June-2013 for the year 2012 - 2013



13GLACT	13GLBUD3		13GLBUD3
Year to Date Actual (\$)	Year to Date Budget (\$)	Variance (\$)	Full Year Budget (\$)

Beswick (Wugularr)

Expenditure by Service

10 - CORE - Corporate, Executive & Support	290,088	288,358	-1,730	288,358
12 - CORE - Governance & Council	1,035	1,200	165	1,200
14 - CORE - Services	407,415	384,777	-22,638	384,777
15 - CORE - Infrastructure and Assets	88,732	25,613	-63,119	25,613
16 - COMMERCIAL - Housing	93,856	207,782	113,926	207,782
20 - COMMERCIAL - Other	64,321	119,454	55,132	119,454
24 - AGENCY - Community Services Mngt	42,375	52,549	10,175	52,549
26 - AGENCY - RJCP	291,327	352,086	60,759	352,086
30 - AGENCY - Family and Community	463,080	560,804	97,824	560,804
32 - AGENCY - Enviro Health and Landcare	21,084	24,300	3,216	24,300
34 - AGENCY - Community Safety	265,249	351,977	86,728	351,977
36 - AGENCY - Other	55,774	0	-55,774	0
Total Expenditure	2,084,337	2,369,001	284,663	2,369,001

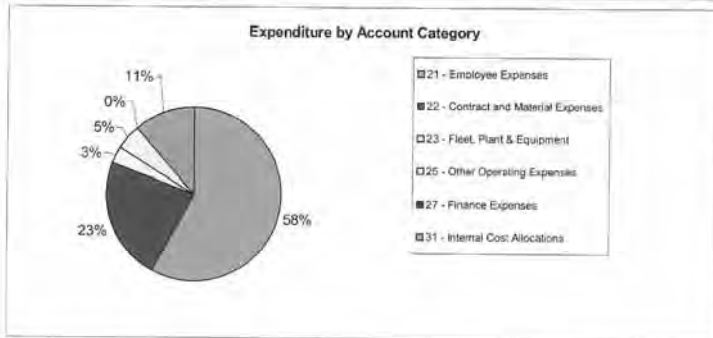
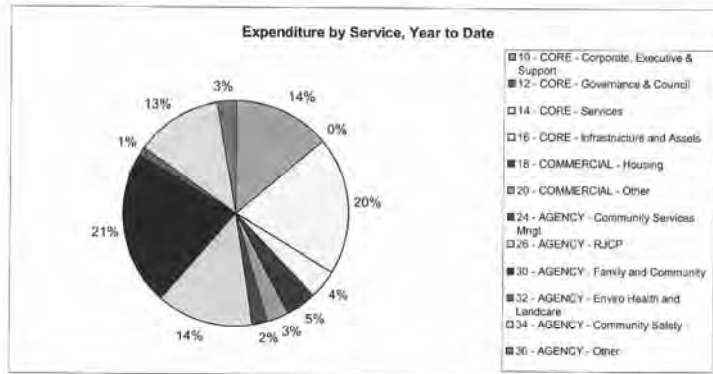
Expenditure by Account Category

21 - Employee Expenses	1,202,023	1,543,454	341,430	1,543,454
22 - Contract and Material Expenses	463,450	453,874	-9,576	453,874
23 - Fleet, Plant & Equipment	61,689	69,529	7,840	69,529
25 - Other Operating Expenses	97,954	123,407	25,423	123,407
27 - Finance Expenses	36	0	-36	0
31 - Internal Cost Allocations	239,154	178,736	-60,418	178,736
Total Expenditure	2,084,337	2,369,001	284,663	2,369,001

Capital Expenditure

5331 - Capital Construct Infrastructure	15,884	0	-15,884	0
5371 - Capital Purchase Vehicles	82,091	97,671	15,581	97,671
Total Capital Expenditure	97,975	97,671	-304	97,671

G:\Finance Department - admin files\Lokesh\Council Reports\June 12-13\Expenses by Location Beswick



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Roper Gulf Shire Council

Income & Expenditure Report as at
30-June-2013
for the year 2012 - 2013



13GLACT	13GLBUD3		13GLBUD3
Year to Date	Year to Date	Variance (\$)	Full Year Budget
Actual (\$)	Budget (\$)		(\$)

Borrooloola

Expenditure by Service

10 - CORE - Corporate, Executive & Support	381,542	365,580	-15,962	365,580
12 - CORE - Governance & Council	323	1,200	877	1,200
14 - CORE - Services	536,852	628,117	91,265	628,117
16 - CORE - Infrastructure and Assets	188,548	46,198	-122,350	46,198
18 - COMMERCIAL - Housing	6,378	0	-6,378	0
20 - COMMERCIAL - Other	18,868	35,800	16,932	35,800
24 - AGENCY - Community Services Mngt	12	0	-12	0
30 - AGENCY - Family and Community	35,525	37,058	1,533	37,058
32 - AGENCY - Enviro Health and Landcare	67,402	117,847	50,446	117,847
34 - AGENCY - Community Safety	403,190	637,923	234,433	637,923
36 - AGENCY - Other	12,818	0	-12,818	0
38 - OTHER - Swimming Pools	132,386	178,300	45,914	178,300
Total Expenditure	1,764,144	2,048,024	283,880	2,048,024

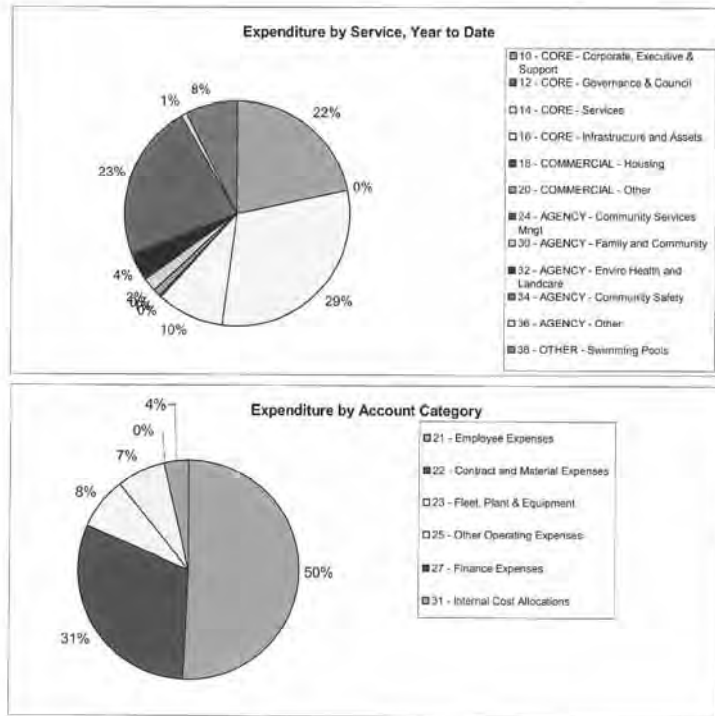
Expenditure by Account Category

21 - Employee Expenses	891,904	1,047,152	155,248	1,047,152
22 - Contract and Material Expenses	543,910	351,597	-192,314	351,597
23 - Fleet, Plant & Equipment	139,507	188,039	48,532	188,039
25 - Other Operating Expenses	126,676	100,309	-26,367	100,309
27 - Finance Expenses	36	0	-36	0
31 - Internal Cost Allocations	62,111	360,927	298,816	360,927
Total Expenditure	1,764,144	2,048,024	283,880	2,048,024

Capital Expenditure

5321 - Capital Purchase/Construct Buildings	0	41,800	41,800	41,800
5341 - Capital Purchases Plant & Equipment	7,348	10,000	2,654	10,000
5371 - Capital Purchase Vehicles	78,483	92,471	13,988	92,471
Total Capital Expenditure	85,829	144,271	58,442	144,271

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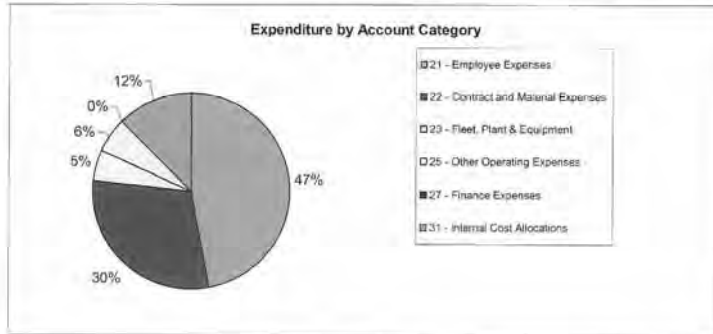
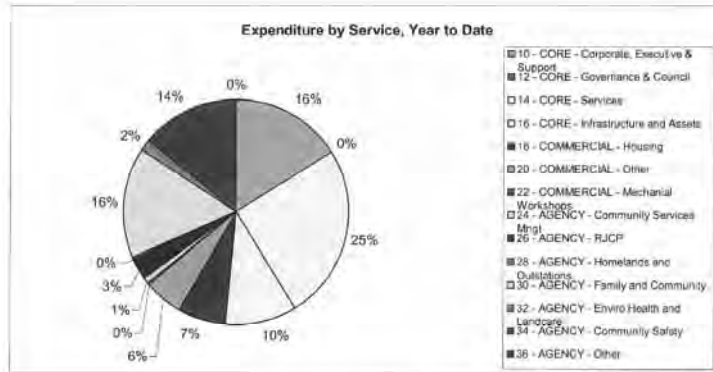
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Roper Gulf Shire Council
 Income & Expenditure Report as at
 30-June-2013
 for the year 2012 - 2013



	13GLACT Year to Date Actual (\$)	13GLBUD3 Year to Date Budget (\$)	Variance (\$)	13GLBUD3 Full Year Budget (\$)
Bulman (Gulin Gulin)				
<i>Expenditure by Service</i>				
10 - CORE - Corporate, Executive & Support	239,629	221,819	-17,810	221,819
12 - CORE - Governance & Council	430	1,200	770	1,200
14 - CORE - Services	368,940	296,733	-72,207	296,733
16 - CORE - Infrastructure and Assets	152,453	129,898	-22,555	129,898
18 - COMMERCIAL - Housing	100,947	215,185	114,238	215,185
20 - COMMERCIAL - Other	84,915	86,210	1,295	86,210
22 - COMMERCIAL - Mechanical Workshops	1,814	0	-1,814	0
24 - AGENCY - Community Services Mngt	14,019	30,688	16,668	30,688
26 - AGENCY - RJCP	43,804	22,602	-21,202	22,602
28 - AGENCY - Homelands and Outstations	3,615	42,573	38,957	42,573
30 - AGENCY - Family and Community	237,098	437,718	200,620	437,718
32 - AGENCY - Enviro Health and Landcare	23,371	12,808	-10,563	12,808
34 - AGENCY - Community Safety	209,182	285,124	75,942	285,124
36 - AGENCY - Other	1,398	1,000	-398	1,000
Total Expenditure	1,481,816	1,783,538	301,922	1,783,538
<i>Expenditure by Account Category</i>				
21 - Employee Expenses	696,805	963,622	266,818	963,622
22 - Contract and Material Expenses	440,851	510,250	69,399	510,250
23 - Fleet, Plant & Equipment	71,096	85,802	14,706	85,802
25 - Other Operating Expenses	88,352	70,427	-17,925	70,427
27 - Finance Expenses	-40	0	40	0
31 - Internal Cost Allocations	184,552	153,437	-31,115	153,437
Total Expenditure	1,481,616	1,783,538	301,922	1,783,538
<i>Capital Expenditure</i>				
5321 - Capital Purchase/Construct Buildings	132,120	0	-132,120	0
5341 - Capital Purchases Plant & Equipment	42,600	160,617	118,017	160,617
5371 - Capital Purchase Vehicles	48,166	36,970	-9,196	36,970
Total Capital Expenditure	220,886	197,587	-23,299	197,587

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Roper Gulf Shire Council
Income & Expenditure Report as at
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13GLACT	13GLBUD3		13GLBUD3
Year to Date	Year to Date	Variance (\$)	Full Year Budget
Actual (\$)	Budget (\$)		(\$)

Eva Valley (Manyallaluk)

Expenditure by Service

10 - CORE - Corporate, Executive & Support	111,743	121,743	10,000	121,743
12 - CORE - Governance & Council	0	1,200	1,200	1,200
14 - CORE - Services	232,734	206,672	-26,062	206,672
16 - CORE - Infrastructure and Assets	44,325	14,349	-29,976	14,349
18 - COMMERCIAL - Housing	47,603	50,000	2,397	50,000
20 - COMMERCIAL - Other	67,128	81,164	14,036	81,164
22 - COMMERCIAL - Mechanical Workshops	1,316	0	-1,316	0
26 - AGENCY - RJCP	77,115	81,644	4,529	81,644
28 - AGENCY - Homelands and Outstations	2,673	0	-2,673	0
30 - AGENCY - Family and Community	206,570	350,268	143,698	350,268
32 - AGENCY - Enviro Health and Landcare	6,460	9,000	2,540	9,000
34 - AGENCY - Community Safety	101,276	98,346	-2,930	98,346
36 - AGENCY - Other	2,809	0	-2,809	0
Total Expenditure	901,961	1,014,386	112,424	1,014,386

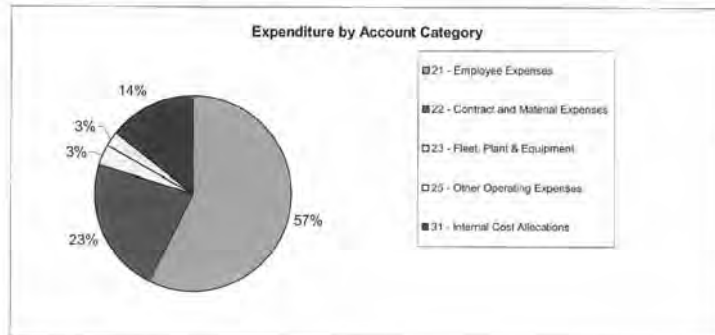
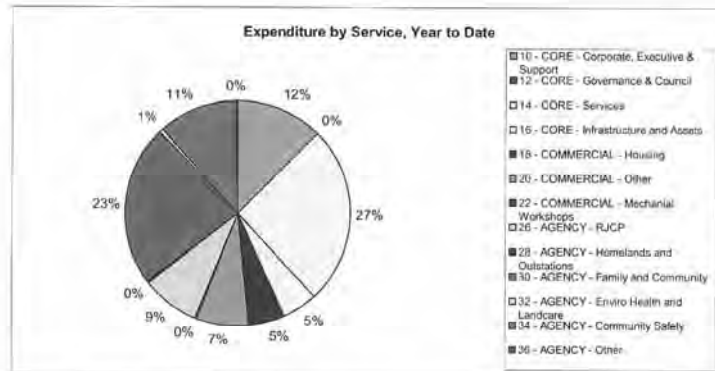
Expenditure by Account Category

21 - Employee Expenses	515,088	515,500	412	515,500
22 - Contract and Material Expenses	203,191	332,465	129,274	332,465
23 - Fleet, Plant & Equipment	31,306	44,622	13,316	44,622
25 - Other Operating Expenses	23,242	27,020	3,778	27,020
31 - Internal Cost Allocations	129,134	94,779	-34,355	94,779
Total Expenditure	901,961	1,014,386	112,424	1,014,386

Capital Expenditure

5321 - Capital Purchase/Construct Buildings	0	50,000	50,000	50,000
5371 - Capital Purchase Vehicles	49,322	40,000	-9,322	40,000
Total Capital Expenditure	49,322	90,000	40,678	90,000

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Roper Gulf Shire Council

Income & Expenditure Report as at 30-June-2013 for the year 2012 - 2013



Jilkminggan (Duck Creek)

Expenditure by Service

	13GLACT Year to Date Actual (\$)	13GLBUD3 Year to Date Budget (\$)	Variance (\$)	13GLBUD3 Full Year Budget (\$)
10 - CORE - Corporate, Executive & Support	247,472	257,389	9,916	257,389
12 - CORE - Governance & Council	385	1,200	815	1,200
14 - CORE - Services	319,163	341,626	22,463	341,626
16 - CORE - Infrastructure and Assets	26,762	15,806	-10,955	15,806
18 - COMMERCIAL - Housing	127,895	183,968	56,072	183,968
20 - COMMERCIAL - Other	17,381	53,684	36,303	53,684
22 - COMMERCIAL - Mechanical Workshops	810	0	-810	0
26 - AGENCY - RJCP	229,997	254,134	24,137	254,134
28 - AGENCY - Homelands and Outstations	5,144	7,500	2,356	7,500
30 - AGENCY - Family and Community	283,456	336,254	52,798	336,254
32 - AGENCY - Enviro Health and Landcare	25,095	7,000	-18,095	7,000
34 - AGENCY - Community Safety	340,550	386,105	45,555	386,105
36 - AGENCY - Other	882	0	-882	0
Total Expenditure	1,624,993	1,844,666	219,673	1,844,666

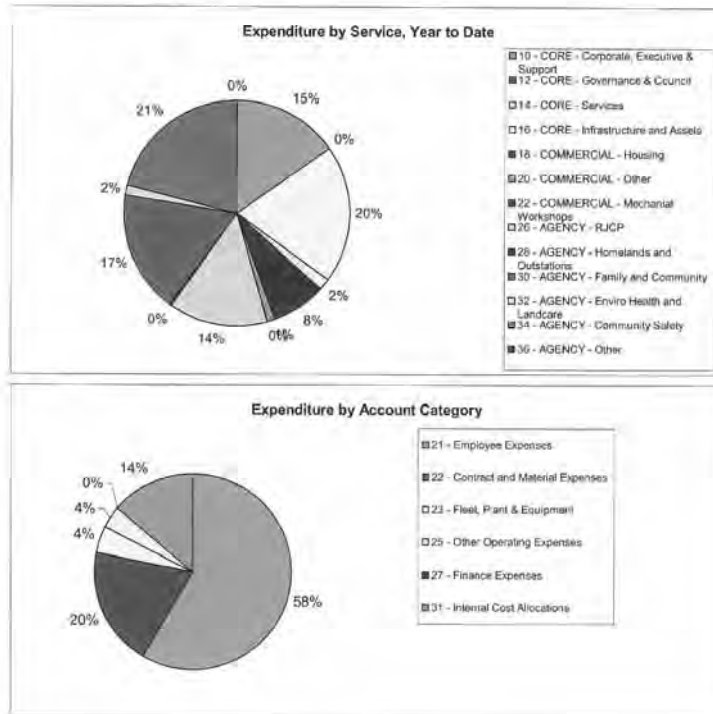
Expenditure by Account Category

21 - Employee Expenses	949,026	1,112,085	163,059	1,112,085
22 - Contract and Material Expenses	320,359	334,664	14,305	334,664
23 - Fleet, Plant & Equipment	70,345	117,114	46,769	117,114
25 - Other Operating Expenses	57,803	68,619	10,816	68,619
27 - Finance Expenses	23	0	-23	0
31 - Internal Cost Allocations	227,437	212,184	-15,253	212,184
Total Expenditure	1,624,993	1,844,666	219,673	1,844,666

Capital Expenditure

5371 - Capital Purchase Vehicles	89,231	53,471	-35,760	53,471
Total Capital Expenditure	89,231	53,471	-35,760	53,471

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Roper Gulf Shire Council

Income & Expenditure Report as at
30-June-2013
for the year 2012 - 2013



13GLACT	13GLBUD3		13GLBUD3
Year to Date	Year to Date	Variance (\$)	Full Year Budget
Actual (\$)	Budget (\$)		(\$)

Mataranka

Expenditure by Service

10 - CORE - Corporate, Executive & Support	329,090	349,065	19,175	349,065
12 - CORE - Governance & Council	420	1,200	780	1,200
14 - CORE - Services	538,418	411,282	-127,136	411,282
16 - CORE - Infrastructure and Assets	107,623	82,306	-25,316	82,306
18 - COMMERCIAL - Housing	91	0	-91	0
20 - COMMERCIAL - Other	6,095	30,000	23,905	30,000
24 - AGENCY - Community Services Mngt	0	4,250	4,250	4,250
26 - AGENCY - RJCP	105,316	128,610	23,293	128,610
28 - AGENCY - Homelands and Outstations	1,822	39,492	37,671	39,492
30 - AGENCY - Family and Community	344,419	457,403	112,983	457,403
32 - AGENCY - Enviro Health and Landcare	31,932	66,115	34,183	66,115
34 - AGENCY - Community Safety	186,024	193,535	7,512	193,535
36 - AGENCY - Other	4,235	0	-4,235	0
Total Expenditure	1,656,287	1,763,260	106,974	1,763,260

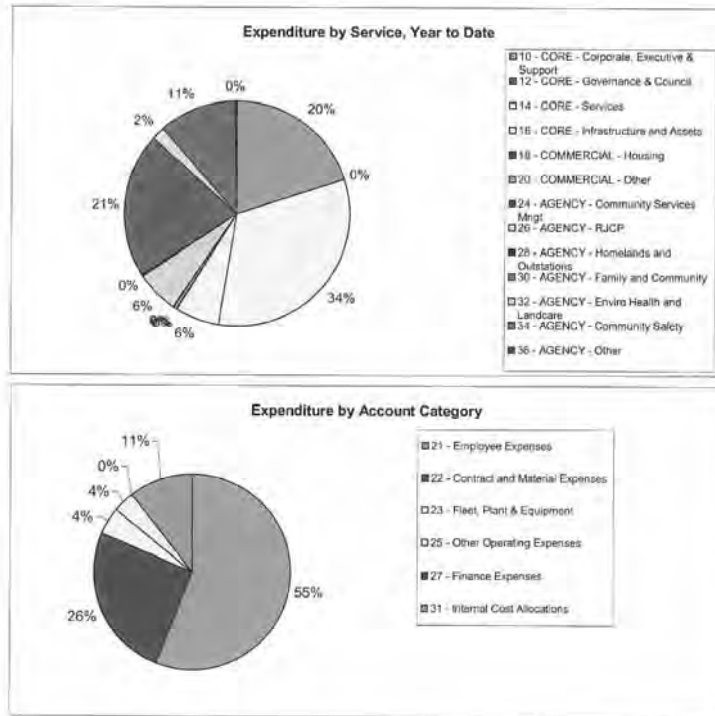
Expenditure by Account Category

21 - Employee Expenses	925,851	1,107,460	181,609	1,107,460
22 - Contract and Material Expenses	423,724	376,594	-47,130	376,594
23 - Fleet, Plant & Equipment	70,825	100,083	29,258	100,083
25 - Other Operating Expenses	59,244	64,748	5,503	64,748
27 - Finance Expenses	40	0	-40	0
31 - Internal Cost Allocations	176,602	114,375	-62,226	114,375
Total Expenditure	1,656,287	1,763,260	106,974	1,763,260

Capital Expenditure

5311 - Capital Purchase Land	71,245	0	-71,245	0
5371 - Capital Purchase Vehicles	16,596	50,000	33,404	50,000
Total Capital Expenditure	87,841	50,000	-37,841	50,000

G:\Finance Department - admin files\Lokesh\Council Reports\June 12-13\Expenses by Location Mataranka



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Roper Gulf Shire Council

Income & Expenditure Report as at 30-June-2013 for the year 2012 - 2013



13GLACT	13GLBUD3		13GLBUD3
Year to Date Actual (\$)	Year to Date Budget (\$)	Variance (\$)	Full Year Budget (\$)

Minyerri

Expenditure by Service

10 - CORE - Corporate, Executive & Support	935	0	-935	0
14 - CORE - Services	168	200	32	200
18 - COMMERCIAL - Housing	152,011	311,094	159,083	311,094
34 - AGENCY - Community Safety	168,251	195,509	27,258	195,509
Total Expenditure	321,365	506,802	185,438	506,802

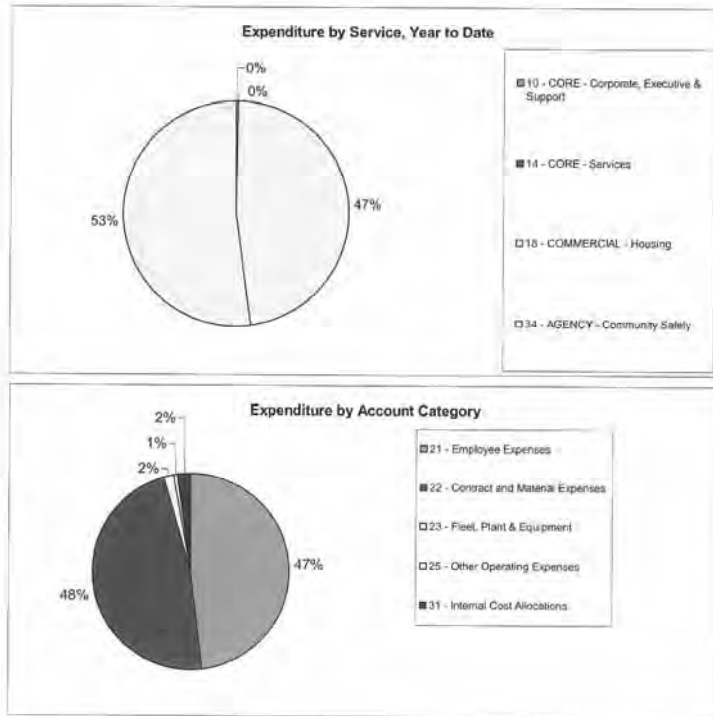
Expenditure by Account Category

21 - Employee Expenses	154,095	172,484	18,389	172,484
22 - Contract and Material Expenses	152,672	315,538	162,865	315,538
23 - Fleet, Plant & Equipment	5,749	10,584	4,835	10,584
25 - Other Operating Expenses	1,716	3,245	1,529	3,245
31 - Internal Cost Allocations	7,134	4,952	-2,181	4,952
Total Expenditure	321,365	506,802	185,438	506,802

Capital Expenditure

5371 - Capital Purchase Vehicles	37,727	52,471	14,744	52,471
Total Capital Expenditure	37,727	52,471	14,744	52,471

G:\Finance Department - admin files\Lokesh\Council Reports\June 12-13\Expenses by Location Mataranka



G:\Finance Department - admin files\Lokesh\Council Reports\June 12-13\Expenses by Location Ngukur

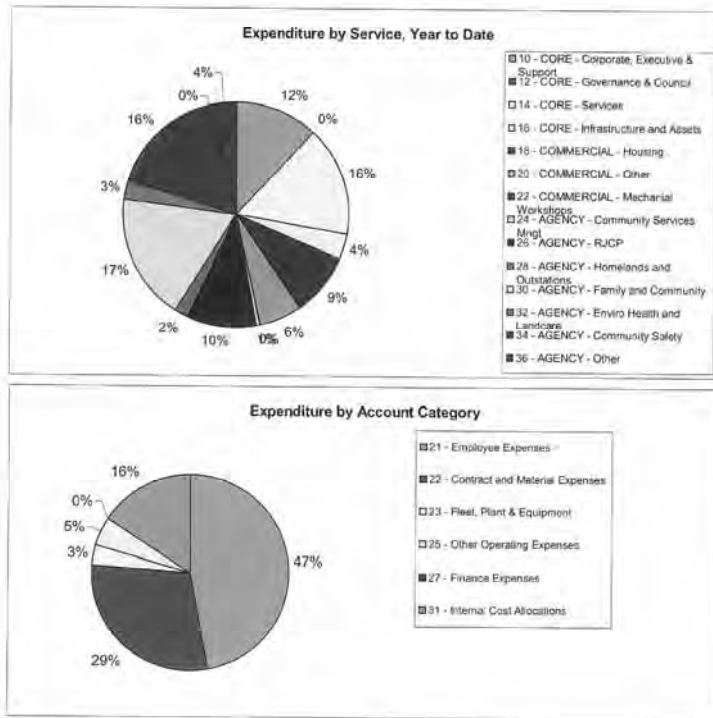
Roper Gulf Shire Council

Income & Expenditure Report as at
30-June-2013
for the year 2012 - 2013



	13GLACT Year to Date Actual (\$)	13GLBUD3 Year to Date Budget (\$)	Variance (\$)	13GLBUD3 Full Year Budget (\$)
Ngukur				
<i>Expenditure by Service</i>				
10 - CORE - Corporate, Executive & Support	477,225	487,511	-19,714	457,511
12 - CORE - Governance & Council	323	1,200	877	1,200
14 - CORE - Services	626,264	542,052	-84,212	542,052
16 - CORE - Infrastructure and Assets	153,706	112,721	-40,984	112,721
18 - COMMERCIAL - Housing	354,964	314,945	-40,020	314,945
20 - COMMERCIAL - Other	235,579	236,990	1,411	236,990
22 - COMMERCIAL - Mechanical Workshops	5,076	0	-5,076	0
24 - AGENCY - Community Services Mngt	21,638	5,033	-16,605	5,033
26 - AGENCY - RJCP	402,621	505,995	103,375	505,995
28 - AGENCY - Homelands and Outstations	68,844	109,659	40,816	109,659
30 - AGENCY - Family and Community	727,741	813,586	85,846	813,586
32 - AGENCY - Enviro Health and Landcare	112,808	148,544	35,736	148,544
34 - AGENCY - Community Safety	644,744	734,196	89,452	734,196
36 - AGENCY - Other	11,804	2,000	-9,804	2,000
38 - OTHER - Swimming Pools	147,808	187,357	39,549	187,357
Total Expenditure	3,991,243	4,171,790	180,547	4,171,790
<i>Expenditure by Account Category</i>				
21 - Employee Expenses	1,873,668	2,170,709	297,041	2,170,709
22 - Contract and Material Expenses	1,160,402	1,215,498	55,096	1,215,498
23 - Fleet, Plant & Equipment	134,026	269,920	134,895	268,920
25 - Other Operating Expenses	191,457	164,508	-26,949	164,508
27 - Finance Expenses	36	0	-36	0
31 - Internal Cost Allocations	631,655	352,155	-279,499	352,155
Total Expenditure	3,991,243	4,171,790	180,547	4,171,790
<i>Capital Expenditure</i>				
5321 - Capital Purchase/Construct Buildings	68,363	0	-68,363	0
5331 - Capital Construct Infrastructure	41,850	15,000	-26,850	15,000
5341 - Capital Purchases Plant & Equipment	43,845	105,000	61,155	105,000
5371 - Capital Purchase Vehicles	109,011	209,441	100,429	209,441
Total Capital Expenditure	263,070	329,441	66,371	329,441

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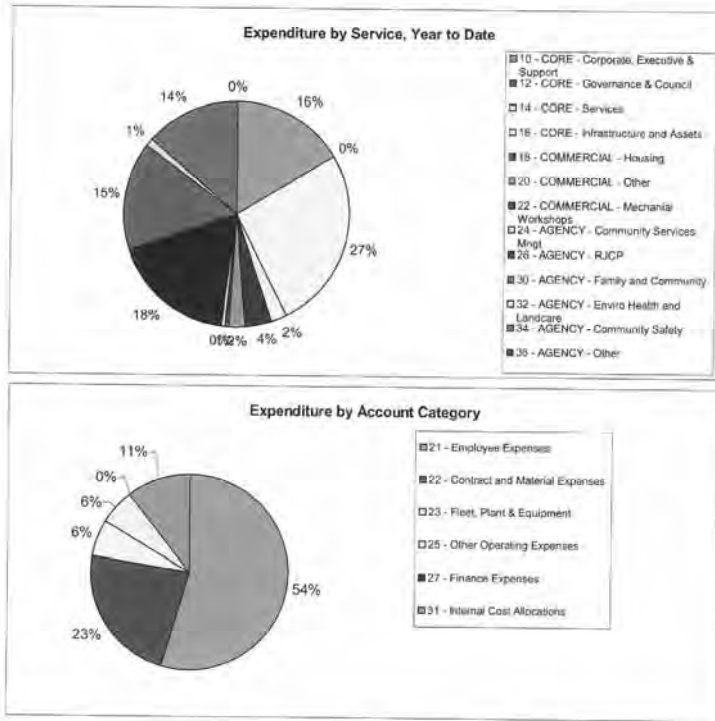
Roper Gulf Shire Council

Income & Expenditure Report as at 30-June-2013 for the year 2012 - 2013



	13GLACT Year to Date Actual (\$)	13GLBUD3 Year to Date Budget (\$)	Variance (\$)	13GLBUD3 Full Year Budget (\$)
Numbulwar				
<i>Expenditure by Service</i>				
10 - CORE - Corporate, Executive & Support	385,876	313,871	-72,005	313,871
12 - CORE - Governance & Council	33	1,200	1,167	1,200
14 - CORE - Services	610,499	536,743	-73,757	536,743
16 - CORE - Infrastructure and Assets	56,379	34,889	-21,490	34,889
18 - COMMERCIAL - Housing	92,088	154,305	62,218	154,305
20 - COMMERCIAL - Other	48,653	100,494	51,841	100,494
22 - COMMERCIAL - Mechanical Workshops	16,979	10,100	-6,879	10,100
24 - AGENCY - Community Services Mngt	8,184	34,876	26,692	34,876
26 - AGENCY - RJCP	421,485	585,742	164,257	585,742
30 - AGENCY - Family and Community	363,509	503,495	139,986	503,495
32 - AGENCY - Enviro Health and Landcare	23,930	18,000	-5,930	18,000
34 - AGENCY - Community Safety	321,835	368,087	46,251	368,087
36 - AGENCY - Other	0	2,000	2,000	2,000
Total Expenditure	2,349,451	2,663,802	314,351	2,663,802
<i>Expenditure by Account Category</i>				
21 - Employee Expenses	1,277,685	1,366,368	88,684	1,366,368
22 - Contract and Material Expenses	545,618	753,428	207,810	753,428
23 - Fleet, Plant & Equipment	142,698	217,091	74,392	217,091
25 - Other Operating Expenses	132,840	126,793	-6,147	126,793
27 - Finance Expenses	36	0	-36	0
31 - Internal Cost Allocations	250,474	200,122	-50,351	200,122
Total Expenditure	2,349,451	2,663,802	314,351	2,663,802
<i>Capital Expenditure</i>				
5321 - Capital Purchase/Construct Buildings	98,427	75,620	-22,807	75,620
5341 - Capital Purchases Plant & Equipment	23,368	30,000	6,632	30,000
5371 - Capital Purchase Vehicles	38,814	50,000	11,186	50,000
Total Capital Expenditure	160,609	155,620	-4,989	155,620

G:\Finance Department - admin files\Lokesh\Council Reports\June 12-13\Expenses by Location Ngukur



Age Analysis Report - Summary Report
Ledger ARACT Accounts Receivable (AR)

As At 30/06/2013

Document No	Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/06/2013	>60days To 2/06/2013	>90days <= 1/06/2013	Future Items
00009			Albert Nankin	146,500	146,500	21,500	0,000	0,000	0,000	125,000	0,000
00021			Arthur Hughes	17,000	17,000	0,000	0,000	0,000	0,000	17,000	0,000
00028			Australian Electoral Commission	7,000	7,000	0,000	7,000	0,000	0,000	0,000	0,000
00050			S Furligan	17,000	17,000	0,000	0,000	0,000	0,000	17,000	0,000
00055			Carol Conroy	14,370	14,370	0,000	0,000	0,000	0,000	14,370	0,000
00062			Centrelink - NT Operations	6,115,000	6,110,000	0,000	6,105,000	0,000	0,000	0,000	0,000
00068			Cheryl Birch	17,000	17,000	0,000	0,000	0,000	0,000	17,000	0,000
00069			Cheryl Lardy	4,000	4,000	0,000	0,000	0,000	0,000	4,000	0,000
00084			Dept Of Business	44,000,000	44,000,000	0,000	0,000	0,000	0,000	44,000,000	0,000
00086			Dept Of Education & Employment & Workplace Rel	46,000	46,000	0,000	0,000	35,000	0,000	0,000	0,000
00088			Dept of Education and Children's Services	11,314,854	6,454,854	0,000	23,000	0,000	2,000,000	3,925,644	0,000

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Report: Gulf Shire Council Shire PY Data Entry		Age Analysis Report - Summary Report Ledger ARACT Accounts Receivable (AUD)					As At	30/06/2013				
Document	Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/06/2013	>60days To 2/06/2013	>90days <= 1/06/2013	Future Items	
00226			Laurie Webster	3000	3800	0.00	0.00	0.00	0.00	0.00	580.00	0.00
00262			Mawa Corporation	3000	2,900.00	0.00	0.00	0.00	2,900.00	0.00	0.00	0.00
00264			Merthur River Mining	47,713.84	20,866.69	0.00	40,000.00	0.00	666.67	0.00	0.00	0.00
00271			Michael Berto	2000	15.44	15.44	0.00	0.00	0.00	0.00	0.00	0.00
00283			Ngakur Progress Aboriginal Corporation Outback	1,013.95	8.10	8.10	0.00	0.00	0.00	0.00	0.00	0.00
00290			Northern Land Council - Darwin	410.00	148.00	0.00	0.00	0.00	0.00	0.00	410.00	0.00
00293			Northern Territory Police	30.00	30.00	0.00	0.00	0.00	0.00	0.00	510.00	0.00
00303			Numberbar Homelands Council Assoc. Inc.	20,610.78	20,140.00	0.00	0.00	0.00	0.00	0.00	20,140.00	0.00
00304			Numul Numul Aboriginal Corporation	100.00	100.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00
00316			Parks And Wildlife - Dept of Natural Resource	60.00	56.00	0.00	0.00	0.00	0.00	0.00	54.00	0.00
00328			Power And Water Corporation - Accounts Payable	316,333.00	108,464.74	547.10	56,438.37	56,122.71	0.00	2,260.84	0.00	0.00

(1/6/2013)

Age Analysis Report - Summary Report

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Report: Gulf Shire Council Shire PY Data Entry		Age Analysis Report - Summary Report Ledger ARACT Accounts Receivable (AUD)					As At	30/06/2013				
Document	Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/06/2013	>60days To 2/06/2013	>90days <= 1/06/2013	Future Items	
00096			Dept of Families Housing Community Services and I	548.95	548.95	481.85	60.00	58.00	0.00	0.00	0.00	
00100			Dept Of Health And Families - Darwin (NT)	3,626.04	83.47	1,064.53	0.00	0.00	0.00	2,561.00	0.00	
00109			Numberbar Store	110.00	27.00	27.00	0.00	0.00	0.00	0.00	0.00	
00114			DHLGMS - Tenancy Management	563,142.01	563,142.01	0.00	232,702.59	411,564.45	108,519.10	119,276.09	0.00	
00120			Dept of Transport	1,141.04	1,191.45	0.00	82.50	0.00	0.00	0.00	368.45	0.00
00121			Dept of Infrastructure - Katherine	271,045.29	113,308.44	4.89	280,873.86	4,202.09	723.49	27,516.87	0.00	
00131			DHL PIN Arts Centre	2,627.13	2,627.13	0.00	0.00	0.00	0.00	2,627.13	0.00	
00134			Elec Station	30.00	30.00	0.00	0.00	0.00	0.00	50.00	0.00	
00166			Ian Daylight	17.00	17.00	0.00	0.00	0.00	0.00	17.00	0.00	
00177			Janel Leather	20.00	26.00	26.00	0.00	0.00	0.00	6.00	0.00	
00184			Jawahak Pty Ltd	3,150.54	2,150.54	0.00	0.00	0.00	0.00	3,150.54	0.00	

(1/6/2013)

Age Analysis Report - Summary Report

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Document Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/05/2013	>60days To 2/04/2013	>90days <= 1/04/2013	Future Items
00434		H Hawkins	17300	17300	0.00	0.00	0.00	0.00	17300	0.00
00443		G & D Angel	176300	176300	0.00	0.00	176300	0.00	0.00	0.00
00445		B Sharpe	50300	50300	0.00	0.00	0.00	0.00	50300	0.00
00495		DHL GRS - Accommodation Only	0009500	0009500	0.00	0.00	0.00	0.00	10005.00	0.00
00499		Norplumb	481500	481500	0.00	221000	468500	0.00	0.00	0.00
00501		Bush Sparkes Electrical Pty Ltd	1330100	168100	0.00	881000	0.00	0.00	0.00	0.00
00532		Brad Fitton	128500	128500	0.00	0.00	0.00	0.00	325500	0.00
00535		Shaun Brown	43300	43300	0.00	0.00	0.00	0.00	43300	0.00
00584		DHL GRS - R&M Contract Only	1020637216	229406277	448221122	113408130	5229594	10148200	4438513	0.00
00598		Indigenous Coordination Centre	176200	176200	0.00	0.00	0.00	0.00	176200	0.00
00624		Jennifer Rankin and Shane Bostock	55300	55300	0.00	0.00	0.00	0.00	55300	0.00

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Age Analysis Report - Summary Report

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Document Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/05/2013	>60days To 2/04/2013	>90days <= 1/04/2013	Future Items
00329		Power And Water Corporation - Katherine	9593300	9290373	0.00	0.00	0.00	0.00	9490513	0.00
00334		Rachael Walters	17300	17300	0.00	0.00	0.00	0.00	17300	0.00
00367		Territory Housing - Katherine	400000	400000	0.00	0.00	0.00	0.00	400000	0.00
00369		Territory Insurance Office - Katherine	947300	947300	0.00	0.00	0.00	0.00	947300	0.00
00370		Territory Manor (The)	17300	17300	0.00	0.00	0.00	0.00	17300	0.00
00404		Katherine Regional Group Schools Management Co	165300	165300	0.00	165300	0.00	0.00	0.00	0.00
00405		Western Desert Resources	4300000	2300000	0.00	0.00	0.00	0.00	2000000	0.00
00415		Allen T. Ekerf	33300	33300	0.00	0.00	0.00	0.00	33300	0.00
00422		L.Cavallaro	16300	2250	0.00	30500	0.00	0.00	17300	0.00
00429		A & V Boon	17300	17300	0.00	0.00	0.00	0.00	17300	0.00
00431		P Reed	50300	50300	0.00	0.00	0.00	0.00	50300	0.00

(1/16/2013)

Age Analysis Report - Summary Report

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Document	Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/05/2013	>60days To 2/04/2013	>90days <= 1/02/2013	Future Items
00749			Gwy' Blumberg	4500	4500	0.00	0.00	0.00	0.00	0.00	0.00
00750			Kathleen Lane	4500	4500	0.00	0.00	0.00	0.00	0.00	0.00
00751			Larissa Lee	16500	16500	0.00	0.00	0.00	0.00	165.00	0.00
00752			Leah Jumbally	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00
00753			Vita Brinjon	11000	11000	0.00	0.00	0.00	0.00	110.00	0.00
00754			IS Australia	15,977.99	15,947.99	0.00	0.00	0.00	0.00	15,997.99	0.00
00755			Suzha McDonald	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00
00767			Chris Friday - Lot 227	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00
00768			Jean Tard - Lot 208	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00
00769			Harold Fordmall - Lot 237 Plat 1	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00
00773			W & S Bond	4000	1500	0.00	0.00	0.00	0.00	15.00	0.00

(1/6/2013)

Age Analysis Report - Summary Report

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Document	Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/05/2013	>60days To 2/04/2013	>90days <= 1/02/2013	Future Items
00641			D & S Matthews	14005	14005	0.00	0.00	0.00	0.00	140.00	0.00
00672			Big River Housing	156000	156000	0.00	0.00	0.00	0.00	1,560.00	0.00
00706			NLC Ranges	37600	37600	0.00	0.00	376.00	0.00	0.00	0.00
00717			Murray River North P/L	11000	11000	0.00	110.00	0.00	0.00	0.00	0.00
00726			Fire Protection Professionals	47000	40800	0.00	0.00	0.00	0.00	408.00	0.00
00728			L&B BuildingContractors	4,800.00	2,900.00	0.00	0.00	0.00	0.00	2,900.00	0.00
00729			Ruth Kelly - Lot 195	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00
00733			Sunhires Account	41777	40512	0.00	0.00	0.00	0.00	0.00	0.00
00746			Marilyn Shaw	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00
00747			Susan McCartney	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00
00748			Marie Brennan	4500	4500	0.00	0.00	0.00	0.00	45.00	0.00

Report Gulf Shire Council
Shire PY Data Entry

Age Analysis Report - Summary Report
Ledger ARACT Accounts Receivable (AUD)

As At 30/06/2013

(1/6/2013)

Age Analysis Report - Summary Report

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Document	Type	Due Date	Reference	Original	Outstanding	Unapplied	Current To 1/06/2013	>30days To 2/05/2013	>60days To 2/04/2013	>90days <= 1/02/2013	Future Items
00576			T & J Martelme	30000	36000	0000	0000	0000	0000	0000	56000
00580			Stanley Allen & Loreita Oliver	3067285	2942345	0000	0000	0000	0000	0000	2942345
00599			Dept Of Lands, Planning and the Environment	6544300	6553400	0000	4295200	1267200	0000	0000	0000
00504			Dwyane Ross	4295213	362754	0000	0000	0000	0000	0000	362754
00534			K & D Keldat	17000	17000	0000	0000	0000	0000	0000	17000
00536			Territory Fire Service and Training	220000	228000	0000	0000	0000	0000	0000	228000
00539			NT Christian Schools Association Inc. FST NT	43000	43000	0000	0000	0000	0000	0000	43000
00540			Kym Henderson	15000	15000	0000	0000	0000	0000	0000	15000
00542			Earl James Associates	1300000	1300000	0000	0000	0000	0000	0000	1300000
00546			Dept of Education & Training	420000	440000	0000	0000	220000	0000	0000	220000
00548			Regent Pty Ltd	8422250	8422250	0000	0000	0000	0000	0000	8422250

(1/02/2013)

Age Analysis Report - Summary Report

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Document	Type	Due Date	Reference	Original	Outstanding	Unapplied	Current To 1/06/2013	>30days To 2/05/2013	>60days To 2/04/2013	>90days <= 1/02/2013	Future Items
00778			Dept of Education and Training - Arnhem Education	230000	230000	0000	230000	0000	0000	0000	0000
00782			Frontier Services	1235534	1235534	0000	617287	628033	0000	0000	0000
00787			NORTHERN LAND COUNCIL	352000	352000	0000	0000	0000	0000	0000	352000
00792			Catholic Care NT	90000	60000	0000	60000	0000	0000	0000	0000
00798			Yugul Mangi Development Aboriginal Corporation	824526	823826	0000	0000	0000	0000	0000	784600
00801			Golden Glow Nursing	827007	827007	0000	527007	0000	0000	0000	0000
00829			S & R Building and Construction	2800000	2500000	0000	2500000	0000	0000	0000	0000
00832			Tim Alford	10000	10000	0000	0000	0000	0000	0000	10000
00856			MATARANKA BANKING	0000	0000	0000	0000	0000	0000	0000	0000
00868			Dept Of Infrastructure - Tennant Creek (NT)	1309728	3000	3000	0000	0000	0000	0000	6000
00869			IS Australia - Matranka	4125300	4125300	0000	0000	0000	0000	0000	4125300

(1/02/2013)

Age Analysis Report - Summary Report

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Report Gulf Shire Council
Shire PY Data Entry

Age Analysis Report - Summary Report
Ledger ARACT Accounts Receivable (AUD)

As at 30/06/2013

Document Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/06/2013	>60days To 2/06/2013	>90days <= 1/06/2013	Future Items
			197,965.48	905,532.05	448,124.95	795,921.00	187,125.82	125,198.86	304,411.90	1.00
				100%	47%	83%	19%	13%	32%	

[END OF REPORT]

Selection Criteria
Ledger Name - 'ARACT'
As At Date - 30/06/2013
Show (T)ransaction or (B)ase currency? - 'F'
(S)ummary (D)etail (E)xtended Detail - 'S'
Ageing Period One - 30
More...

Sort Criteria
Account - Ascending
@FI_currency_group - Ascending
Trans Nbr - Ascending
Document Date - Ascending
Document Type - Ascending
Document Reference - Ascending

{16/02/2013}

Age Analysis Report - Summary Report

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Report Gulf Shire Council
Shire PY Data Entry

Age Analysis Report - Summary Report
Ledger ARACT Accounts Receivable (AUD)

As at 30/06/2013

Document Type	Due Date	Reference	Original	Outstanding	Unapplied Credits	Current To 1/06/2013	>30days To 2/06/2013	>60days To 2/06/2013	>90days <= 1/06/2013	Future Items
00955		Robert Russell	85300	85300	0.00	0.00	85300	0.00	0.00	1.00
00956		Ethos Global Foundation	47000	44000	0.00	0.00	44000	0.00	0.00	1.00
00957		Aisa Chapman	84300	84300	0.00	84300	0.00	0.00	0.00	1.00
00958		Daniel Regis	67000	67000	0.00	67000	0.00	0.00	0.00	1.00
00961		ADI contractors	2,27800	2,27800	0.00	2,27800	0.00	0.00	0.00	1.00
00962		Department of Human Services	1,73000	1,73000	0.00	1,73000	0.00	0.00	0.00	1.00
00963		Angelique Edmunds University of South Australia	23000	23000	0.00	23000	0.00	0.00	0.00	1.00
00965		ARTBACK NT	1,00000	1,00000	0.00	1,00000	0.00	0.00	0.00	1.00
00966		NEVILLE ANDREWS	22000	23000	0.00	24000	0.00	0.00	0.00	1.00
00967		Department of Health Katherine Region Aged and DI	86000	86000	0.00	86000	0.00	0.00	0.00	1.00
00968		Carbon Media	1,00000	1,00000	0.00	1,00000	0.00	0.00	0.00	1.00

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Report: Golf Shire Council
Shire PY Data Entry

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Date							To 1/06/2013	To 2/06/2013	To 2/06/2013	<= 1/07/2013	
10022			Controlink	PAATYPE EFT	23000	0.00	31000	0.00	0.00	0.00	0.00
10025			FINES RECOVERY UNIT	PAATYPE EFT	70300	0.00	0.00	0.00	15000	843.00	0.00
10027			TERRITORY HOUSING	PAATYPE EFT	7372300	0.00	1007330	3022830	3160530	4138078	0.00
10030			Union Fees	PAATYPE CHO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10046			ARAFURA CATERING EQUIPMENT	PAATYPE EFT	2732347	43700	0.00	0.00	0.00	120284	0.00
10072			CAR PARTS NT	PAATYPE EFT	110730	0.00	0.00	0.00	0.00	7702	0.00
10077			CHARLES DARWIN UNIVERSITY	PAATYPE EFT	250030	0.00	0.00	4500	150030	110000	0.00
10086			COLONIAL FIRST STATE Superannuation	PAATYPE NA	625	0.00	0.00	0.00	0.00	0.00	0.00
10090			CONNECTED SOLUTIONS GROUP LTD	PAATYPE EFT	1000000	0.00	0.00	0.00	0.00	0.00	0.00
10184			KATHERINE SHEETMETAL PTY LTD	PAATYPE EFT	16500	0.00	16500	0.00	0.00	0.00	0.00
10200			MACK VOYNO DARWIN	PAATYPE EFT	53700	0.00	0.00	0.00	0.00	0.00	0.00
10220			NT TECHNOLOGY	PAATYPE EFT	54030	0.00	0.00	0.00	0.00	0.00	0.00

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Report: Golf Shire Council
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As at 30/06/2013

Document	Type	Date	Reference	Original	Outstanding	Unapplied	Current	>30days	>60days	>90days	Future Items
Date							To 1/06/2013	To 2/06/2013	To 2/06/2013	<= 1/07/2013	
10000			AGREST	PAATYPE NA	94300	0.00	0.00	0.00	0.00	0.00	0.00
10002			Australian Super	PAATYPE CHO	4617300	0.00	2240145	2340473	2240000	29144	0.00
10003			ANX Australia	PAATYPE CHO	93300	0.00	0.00	0.00	0.00	0.00	0.00
10006			HESTA SUPER FUND	PAATYPE CHO	655531	0.00	100336	0.00	0.00	4700	0.00
10007			Hospipus	PAATYPE CHO	44037	0.00	0.00	0.00	0.00	0.00	0.00
10009			Local Government Superannuation Scheme	PAATYPE CHO	9491032	0.00	0.00	0.00	0.00	0.00	0.00
10010			MLC SUPER	PAATYPE EFT	3905300	0.00	130015	130037	130030	0.00	0.00
10011			MIAA Superannuation	PAATYPE CHO	400100	0.00	0.00	0.00	0.00	0.00	0.00
10012			Retail Employees Superannuation	PAATYPE CHO	240700	0.00	0.00	0.00	0.00	0.00	0.00
10014			Sun Superannuation	PAATYPE CHO	53030	0.00	0.00	0.00	0.00	0.00	0.00
10017			VIGSUPER	PAATYPE CHO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10019			AUSTRALIAN TAXATION OFFICE	PAATYPE NA	3501900	0.00	0.00	0.00	0.00	0.00	0.00

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Report Golf Shire Council
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As at 30/06/2013

Document	Type	Date	Reference	Original	Outstanding	Unapplied	Current	>30days	>60days	>90days	Future Items
Date						Credits	To 1/06/2013	To 2/06/2013	To 2/07/2013	<= 1/07/2013	
10837			MULLISPARBS LIMITED								
				PA/TYPE	EFT		438,500	438,500	0.00	0.00	0.00
10879			PAUL AMARANT								
				PA/TYPE	EFT		6,034	6,034	0.00	0.00	0.00
10914			RPM (DEBT)								
				PA/TYPE	CHQ		1,500.00	1,500.00	0.00	0.00	0.00
10932			BT BUSINESS SUPP								
				PA/TYPE	CHQ		1,202.22	1,202.22	0.00	0.00	0.00
10961			UNITED VOICE NATIONAL COUNCIL (PREVIOL								
				PA/TYPE	EFT		1,100.00	1,100.00	0.00	0.00	0.00
11130			Australian Services Union								
				PA/TYPE	NA		1,612.00	1,612.00	0.00	0.00	0.00
11150			TWL SLUPER								
				PA/TYPE	EFT		1,670.00	1,670.00	0.00	0.00	0.00
11209			WILSON CAMPBELL								
				PA/TYPE	EFT		0.00	0.00	0.00	0.00	0.00
11295			ANZ								
				PA/TYPE	NA		433.00	433.00	0.00	0.00	0.00
11311			THE INDUSTRY SUPERANNUATION FUND								
				PA/TYPE	CHQ		1,065.51	1,065.51	0.00	0.00	0.00
11472			LGSL PER								
				PA/TYPE	CHQ		3,019.92	3,019.92	0.00	0.00	0.00
11545			ASGARD SL PER FUND								
				PA/TYPE	CHQ		4,104.22	4,104.22	0.00	0.00	0.00

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Report Golf Shire Council
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As at 30/06/2013

Document	Type	Date	Reference	Original	Outstanding	Unapplied	Current	>30days	>60days	>90days	Future Items
Date						Credits	To 1/06/2013	To 2/06/2013	To 2/07/2013	<= 1/07/2013	
10244			POWERWATER CORPORATION								
				PA/TYPE	CHQ		410,634.11	410,634.11	0.00	0.00	0.00
10254			REKCO AUTO PARTS								
				PA/TYPE	EFT		1,344.65	1,344.65	0.00	0.00	0.00
10301			VANDERFIELD								
				PA/TYPE	EFT		202,500	202,500	0.00	0.00	0.00
10325			AIRPOWER								
				PA/TYPE	EFT		600	600	0.00	0.00	0.00
10337			PALMERSTON 4WD SPARRS								
				PA/TYPE	EFT		45,000	45,000	0.00	0.00	0.00
10419			First State Superannuation								
				PA/TYPE	EFT		1,205.54	1,205.54	0.00	0.00	0.00
10513			NORTHERN TERRITORY VETERINARY SERVIC								
				PA/TYPE	EFT		98.45	98.45	0.00	0.00	0.00
10525			MAJAMANKA STORE & SERVICE STN								
				PA/TYPE	EFT		10,000	10,000	0.00	0.00	0.00
10626			KEEP AUSTRALIA BEAUTIFUL COUNCIL (NT)								
				PA/TYPE	EFT		0.00	0.00	0.00	0.00	0.00
10635			CBV Master Card								
				PA/TYPE	NA		41,716.17	41,716.17	0.00	0.00	0.00
10656			LINSUPER								
				PA/TYPE	CHQ		2,800.00	2,800.00	0.00	0.00	0.00
10728			TONY JACK								
				PA/TYPE	EFT		27,645.82	27,645.82	0.00	0.00	0.00

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Shire PY Data Entry

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Ledger APACT Accounts Payable (AUD)

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Document	Type	Due Date	Reference	Original	Outstanding	Unapplied	Current	>30days	>60days	>90days	Future Items
Date							To 1/06/2013	To 2/06/2013	To 2/06/2013	<= 1/06/2013	
12158			JAPANESE TRUCK AND BUIS SPARES P/L	46230	46230	46230	0.00	0.00	0.00	0.00	0.00
12250			TRADE COAST PTY LTD AS TRUSTEE FOR MAL	42631	42631	42631	38638	77141	10032	0.00	0.00
12255			TERRITORY DEBT COLLECTIONS (TDC)	22300	22300	0.00	0.00	0.00	0.00	22300	0.00
12259			CAMILLIE GUMBULL	14866	14866	0.00	0.00	0.00	0.00	14866	0.00
99999			SLENDRY CREDITOR	25901	25901	0.00	0.00	0.00	0.00	25901	0.00
				5028123	67748706	26709246	15631736	20948426	19640180	12169750	0.00
					100%	-39%	53%	40%	29%	18%	

Selection Criteria
Ledger Name - 'APACT'
As At Date - 30/06/2013
Show (T)ransaction or (B)ase currency? - 'R'
(S)ummary (D)etail (E)xtended Detail - 'S'
Ageing Period One - 30
More...

Sort Criteria
Account - Ascending
@FI_currency_group - Ascending
Trans Nbr - Ascending
Document Date - Ascending
Document Type - Ascending
Document Reference - Ascending

[[END OF REPORT]]

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Report: Golf Shire Council
Shire PY Data Entry

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Ledger APACT Accounts Payable (AUD)

As at 30/06/2013

Document	Type	Due Date	Reference	Original	Outstanding	Unapplied	Current	>30days	>60days	>90days	Future Items
Date							To 1/06/2013	To 2/06/2013	To 2/06/2013	<= 1/06/2013	
11643			JG MECHANICAL	429236	429236	0.00	0.00	429236	0.00	0.00	0.00
11650			AUSTSAFE SUPPER	142930	142930	0.00	49330	49330	0.00	0.00	0.00
11713			TONYS RURAL BUILDING PTY LTD	469132	469132	0.00	0.00	0.00	0.00	0.00	0.00
11747			Fap 150 - Manaranka Rural Transaction Centre	27226	27226	0.00	0.00	0.00	0.00	0.00	0.00
11751			BRICE ROSS SUPPER FUND	31281	31281	0.00	25026	12323	0.00	0.00	0.00
11783			MASTER SUPPER	31610	31610	0.00	30030	30030	0.00	0.00	0.00
11891			VISION SLUPER - LOCAL AUTHORITIES SLUPER 1	0.00	0.00	0.00	46532	46532	0.00	0.00	0.00
11897			REM SERV	626334	626334	0.00	208728	287606	0.00	0.00	0.00
11966			OSTUPER	39608	39608	0.00	39608	39608	0.00	0.00	0.00
12010			SPECTRIUM SUPPER	136031	136031	0.00	61238	62839	0.00	0.00	0.00
12071			EQUIPSUPER	2206736	2206736	0.00	30633	30633	0.00	0.00	0.00
12129			A & V BOON SUPERFUND	51549	51549	0.00	50484	0.00	0.00	0.00	0.00

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**INFRASTRUCTURE AND TECHNICAL SERVICES
REPORT**



ITEM NUMBER 15.1
TITLE PLANNING SCHEME AMENDMENT - BORROLOOLA
REFERENCE 382030
AUTHOR Sharon Hillen, Director of Infrastructure & Technical Services

RECOMMENDATION

- (a) **That Council receive and note the report on the Planning Scheme Amendment in Borroloola.**

BACKGROUND

DITS- Sharon Hillen

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

- 1 Borroloola planning scheme amendment.pdf



DEPARTMENT OF
LANDS, PLANNING AND THE ENVIRONMENT

Development Assessment Services
First Floor Katherine Government Centre
5 First Street

Postal address PO Box 1171
Katherine NT 0851
Tel 08 8973 8951
Fax 08 8973 8944
Email julie.bennett@nt.gov.au

Michael Berto
Chief Executive Officer
Roper Gulf Shire Council
PO Box 1321
KATHERINE NT 0851

Dear Mr Berto,

RE: PLANNING SCHEME AMENDMENT – BORROLOOLA

Enclosed is a copy of the determination to amend the planning scheme made by the Minister for Lands, Planning and the Environment on 14 June 2013 including the amended Area Plan and Zoning Map, which is also available by following the links on the webpage below:

<http://www.lands.nt.gov.au/planning/planning-scheme>

The amendment became effective from the date published in the Government Gazette on Friday 21 June 2013.

Should you have any queries in relation to the amendment you may contact me on 89738951.

Yours sincerely

JULIE BENNETT
Senior Regional Planner – Rural Planning

24 June 2013


NORTHERN TERRITORY OF AUSTRALIA

Planning Act

AMENDMENT TO NT PLANNING SCHEME

I, PETER GLEN CHANDLER, the Minister for Lands, Planning and the Environment, under section 25(2)(a) of the *Planning Act*, amend the NT Planning Scheme by making the amendment, specified in the Schedule.

Dated 14 JUNE 2013.


Minister for Lands, Planning and the Environment

SCHEDULE

AMENDMENT TO NT PLANNING SCHEME

AMENDMENT No. 291

1. Citation

This amendment to the NT Planning Scheme may be cited as Amendment No. 291.

2. Definition

In this amendment –

"amending map" means the map, signed by the Minister for Lands, Planning and the Environment and marked "NT Planning Scheme Amendment No. 291", deposited in the office of the Department of Lands, Planning and the Environment, Darwin;

"area plan" means the area plan within the meaning of the NT Planning Scheme;

Amendment No. 291

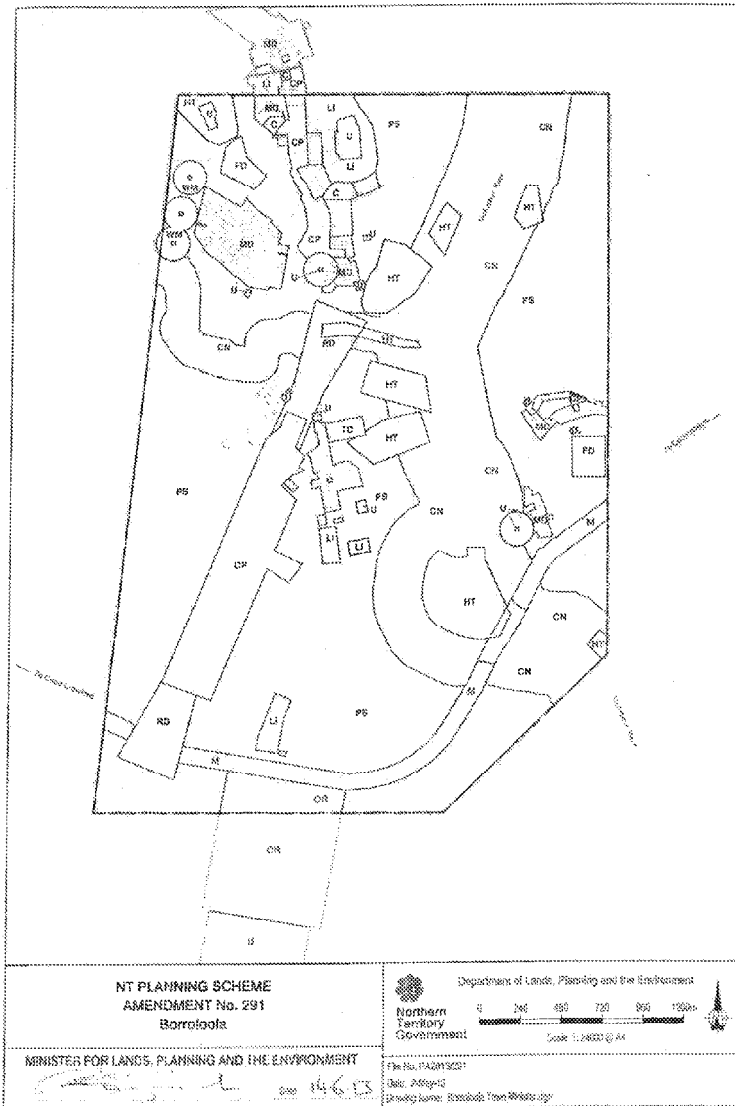
"zoning map" means the zoning map within the meaning of the NT Planning Scheme.

3. Introduction of Area Plan and Zoning Map

The NT Planning Scheme is amended by introducing a revised area plan and zoning map relating to Borrooloola in respect of the area of land shown on the amending maps bounded by a thick black line.

4. Amendment of Part 8

The NT Planning Scheme is amended by adding the revised area plan for Borrooloola.



NORTHERN TERRITORY OF AUSTRALIA


Planning Act

NOTICE OF AMENDMENT OF NT PLANNING SCHEME
AMENDMENT No. 291

I, PETER GLEN CHANDLER, the Minister for Lands, Planning and the Environment, under section 28(1) of the *Planning Act*, give notice that -

- (a) I have, under section 25(2)(a) of the *Act*, amended the NT Planning Scheme by introducing a revised area plan for Borrooloola in Part 8 of the NT Planning Scheme; and by revising the zoning of Borrooloola in accordance with the zoning map; and
- (b) copies of the amendment, (Amendment No. 291) are available from the office of the Department of Lands, Planning and the Environment, Ground floor, Amihemica House, 16 Parap Road, Darwin.

Dated 14 JUNE 2013



Minister for Lands, Planning and the Environment

NORTHERN TERRITORY OF AUSTRALIA

Planning Act
Section 29

Reasons for Decision

NT PLANNING SCHEME AMENDMENT

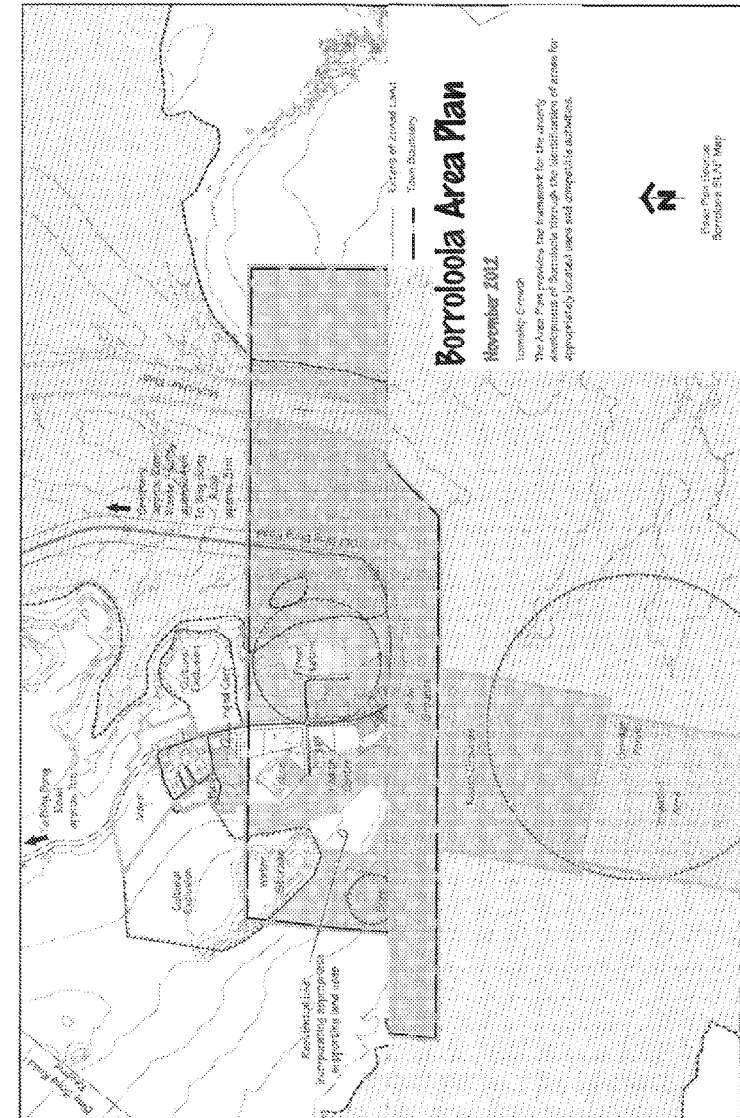
AMENDMENT No. 291

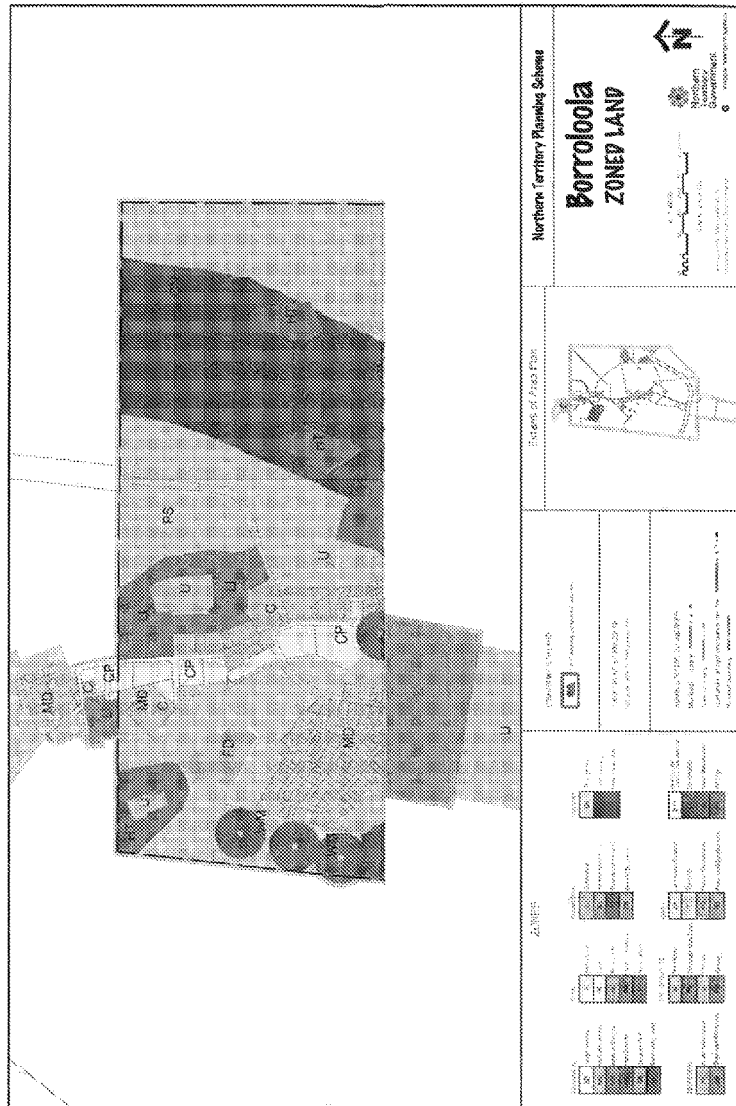
The revised area plan and zoning map for Borrooloola establishes a framework to guide future development in accordance with identified constraints and encourage sound land use management practices.

The revised area plan and zoning map will encourage investment and the provision of appropriate infrastructure to provide serviced land to support population growth.

PETER GLEN CHANDLER
Minister for Lands, Planning and the Environment

14/6/2013





INFRASTRUCTURE AND TECHNICAL SERVICES REPORT



ITEM NUMBER 15.2
 TITLE DITS - FOURTH QUARTER REPORT
 REFERENCE 383438
 AUTHOR Sharon Hillen, Director of Infrastructure & Technical Services

RECOMMENDATION

- (a) That Council receive and Note the 2013 Fourth Quarter Report of the Directorate of Infrastructure and Technical Services

BACKGROUND

The Directorate of Infrastructure and Technical Services is responsible for the following Business units of Council:

- Shire Service General and Municipal Services
- Technical Services Manager
- Project Management
- Assets Management
- Environment and Animal Management

DIRECTORS MOVEMENTS

- Senior Administration Support Officer Forum – Workshop whereby SASO were given training, advice and enrichment opportunities to better assist the Shire Service Managers.
- JCAC Meeting
- Budget meeting: DITS, DITS Managers and SSM.
- Larrimah Lot 58 Project
- Attended Mataranka, Barunga and Ngukurr Festival.
- Emungalan Road Lease agreement

STAFF MOVEMENTS:

COMMUNITY HIGHLIGHTS

Barunga:

- Barunga festival was a huge success with over 3000 people attending the festival.

Beswick:

- Beswick has attended the national tidy towns awards in Caloundra on the sunshine coast in May 2013, present at the awards were Tony Jack, Mal Fox, Gordon Jackson and Neil Manning. Beswick won the heritage and culture award as well as a commendation award for our solar street light project.
- Beswick is in the middle of a housing boom with S&R buildings ready to complete 40 more houses for upgrades and Murray River North are about to build 12 new houses in the new suburb of the community.
- Beswick petrol sniffing issues has started again

Borrooloola:

- Muns team continuing patching work in town camps
- Robinson Road sink holes appearing near Malandari Store driveways, being repaired by concrete fill – requires Civil engineer to scope
- Speed humps in town camps painted – commenced June

Mataranka:

- A public meeting was held in Daly Waters which saw seven local residents attend. They determined that they would like to form a Local Board for their region and would work on having two meetings annually at this stage, one in May and one again in November. With RGSC staff in attendance locals raised some concerns with various issues in the area and it was determined that RGSC staff from Mataranka would work on some maintenance requirements in conjunction with local residents.

Manyallaluk:

- Preparation is underway for the new Home R&M program. Immediate storage space of equipment and consumable has been determined in the Workshop, with plans for a more efficient storage and monitoring system being designed. We will fine-tune our systems as the program evolves.
- Trying to organise for the men to undertake Cert II in Construction ASAP to ensure they have the essential skills required for the work tasks.
- SSM has run night classes in Learner Licence (Road Rules) to help boost the number of employees (and potential Roper Gulf employees) legally able to drive. 4 x people due to sit their theory test shortly to obtain 'L' plates

Ngukurr:

- Senior Administration Support Officer has been recently recruited.

Numbulwar:

- SIHIP completed June 2013
- Airstrip grounds and maintenance completed and up to date, waiting for an order to repair washout on side of strip.
- Senior Administration Support Officer has been recently recruited.

ASSET MANAGEMENT

- There are two vacancies in the Assets Department. Marc Gardner, the Acting Assets Manager has been assigned the Director Of Contracts and Economic development. Assets Manager Position is being currently advertised.
- The Contracts and Project Officer (Asset Administration Support Officer) is being advertised. Bob Mather is currently working for RGSC on a Temporary basis. He is conducting Assets auditing in all communities.
- An online Auction is being organised for all communities and it will be done by Pickles.
- Reforms are being brought in Visitors Accommodation they would be designed in the form of Motels.

PROJECT MANAGEMENT:

The Project Manager position has been advertised and it is temporarily filled by Geoff Maher. Hereunder are the recent project updates:

LOCATION	PROJECT DETAILS	JOB ID	DUE DATE	COMMENTS
BARUNGA	CONSTRUCT S&R OFFICE LOT 199	522	JUNE	FDG GRANT - AMANDA
EVA VALLEY	CONNECT ROOF VERANDAH S&R OFFICE	521	JUNE	FDG GRANT - AMANDA
BORROLOOLA	CONSTRUCT FITNESS ROOM AT ROOM COMPLEX	604	ASAP	
BULMAN	REFURB STAFF HOUSE ST LOT 1		ASAP	22/3 - QUOTE WITH BEATTY
BORROLOOLA	SOFTVBALL INFRASTRUCTURE AT OVAL		JUNE	22/3 - QUOTE WITH BORROLOOLA
BESWICK	CONSTRUCT VOQ CONTRACTORS QUARTERS		ASAP	22/ - NEED PHOTOS
BESWICK	REFURB COUNCIL HOUSE		ASAP	22/3 - QUOTE WITH MAL/THOMAS
NUMBULWAR	REFURB HOUSE LOT 158		ASAP	22/3 EMAIL WITH GARY
NUMBULWAR	INSTALL FITNESS PARK		ASAP	22/3 QUOTE WITH THOMAS- HAS INFO
NUMBULWAR	REFURB TRAINING CENTRE		JULY	AWAITING INFO FROM NIGEL
NGUKURR	UPGRADE S&R HALL		ASAP	EMAIL FROM PAUL AND RIEN
NGUKURR	CONSTRUCT CHEMICAL SHED		JULY/AUG	NEED DRAWINGS
NGUKURR	DEMOLISH 224 AND RELOCATE		ASAP	224 HOUSE COULD BE RELOCATED
BORROLOOLA	REFURBISH LOT 423		ASAP	BENZAC HAS GIVEN INFO
BORROLOOLA	DEMOLISH LOT 386		ASAP	URGENT OH&S
BORROLOOLA	DEMOLISH CRICKET CLUB LOT 681		ASAP	
BULMAN	DEMOLISH LOT 30		ASAP	

ENVIRONMENT AND ANIMAL MANAGEMENT**Land Management**

- Weed ID and Control Works held in several SDC's
- Soil Stabilisation works implemented in Ngukurr and Numbulwar
- Continue with the development of the Shire Weed Management Plan
- Ordinary Council Meeting 1 May 2013
- Commenced work on the Yellow Flower Festival for January 2014

Vet Visits:

- Numbulwar : 13th – 18th May 2013
- Mulgan : 4th June 2013
- Mataranka : 5th June 2013
- Jilkminggan : 11th – 12th June 2013
- Jodeluk & Werenbun : 13th June 2013
- Ngukurr : 17th - 23rd June 2013 (includes Urapunga)
- Beswick : 1st – 5th July 2013
- Barunga : 8th – 11th July 2013
- Manyallaluk : 12th July 2013

ISSUES/OPTIONS/SWOT
Nil

FINANCIAL CONSIDERATIONS
Nil

ATTACHMENTS:

- 1 SSM_KPI(2).pdf
- 2 Grants Project 2012 - 2013.pdf

Goal #	Metric	Record #	Performance Measure	Quantity	Unit	Frequency	Responsible	Start Date	End Date	Progress	Notes	Responsible	Start Date	End Date	Progress	Notes	Responsible	Start Date	End Date	Progress	Notes		
Goal 3	Effectiveness	188	Site of area reserved for waste	3 sq lots	3 sq lots	5.7 ha	Complete	0	19th	19th	100% 2	0	20th	5.50 ha									
		190	Site of area and location reserved for fuel reduction	3 sq lots	3 sq lots	NI	NI	19th	210	0	0	0	0	0	0	0	0	0	0	0	0	0	
		191	Number of projects reserved per week	150	150	44	10 x projects	22	55	65	210	0	0	0	0	0	0	0	0	0	0	0	0
		192	Number of parks, gardens, open reserves and public areas having litter collection per week	13	13	Twice weekly	All parks etc	31	31	4	4	4	4	8	2								
		193	Number of landscape consultations per week	150	150	Twice weekly	All parks etc	2	2	3	3	3	3	1									
		194	Number of collections of litter per week from gardens, open reserves and local area	15	15	Weekly	3 sq lots	4	4	5	5	5	5	1									
		195	Cost per metre for weed spraying	97	97	3 sq lots	3 sq lots	30m	30m	18.5m	0	0	0	0	0	0	0	0	0	0	0	0	0
		196	Cost of public litter collection per cubic	77	77	0	0	0	0	\$3.69	0	0	0	0	0	0	0	0	0	0	0	0	0
		197	Average collection cost per property by council	0	0	0	0	0	0	\$21.03	0	0	0	0	0	0	0	0	0	0	0	0	0
		200	Number of incidents of damage and loss within the town boundary caused by the Wirralians	1	1	NI	NI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Goal 3	Quality	201	Number garbage collection and litter complaints	5	verbal	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		202	Damage in the town of computers	5	verbal	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Goal 4	Resilience data	203	Number of trees, gardens, reserves and dogparks managed and maintained by the Shire	15	15	6	3	23	10	4	4	4	0	0	0	0	0	0	0	0	0	0	
		204	Number of properties managed and maintained by the Shire	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
		205	Number of properties which have reported and burial information recorded	0	0	1 x Millington	NI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		206	Number of bins and waste, rocks, refuse, reserves and dogparks are removed, whether triggered by townships	4	4	4 bins	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Goal 5	Effectiveness	207	Number of Shire Services Managers Meeting held	1	1	Proposed until 2013	Proposed until 2013	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		208	Number of meeting action items at each meeting carried forward from previous meeting	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Baseline data	Baseline data	209	Number of local board members for board	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	
		210	Number of local board meetings scheduled for the financial year by location	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10

Goal 3	287	10	Goal 1:13	-	-	5	2 Core 2 Agency 2 Advocacy	3 out of 4	13 complete 4/7 Antenna Services 3/12 Antenna 3/12 Antenna	1
Effectiveness	286	Number of residents participating in community or civic events as on a clean up Australia Day	Agency 1/4	-	-	30 Safety Mats	Antenna 7/6 Dance 4/9	30	Agency Services 3/12 Antenna	50
	291	Number of meetings attended by Councilor	Advocacy 0/1	1	-	0	SA 2 SE 1	all	3/12 Antenna Antenna Day	0
	292	Number of local board meetings held	Nil	1	-	1	2 2	2	DM - May & June	3
	296	Number of zero Town Fringe's statement	4	3	-	1	2	1	1/12 Composite	1
	298	Number and type of community or civic events such as clean up Australia Day	2	1	-	1	2	3	9/12 Antenna	0
Efficiency	312	Average time taken to complete/attend activities	2-3 weeks	4	1/2	1/2	4	Within 4 weeks	2	Specials

2012-13 Grant funded projects

Location	Activity	Description	Funding body	\$	End Date	Expenditure as at 7/03/2013	Expenditure as at 19/04/2013	Funds remaining	Comments
3 facilities	105	Clean Energy Future Action Plan energy audit	NRE/IAS	\$ 20,000.00	30/06/2013	\$ 7,629.00	\$ 7,629.00	\$ 12,371.00	Infrastructure for development of CDS collection depot
Matarana	161	Cash for Containers	NRE/IAS	\$ 15,000.00	30/07/2013	\$ -	\$ -	\$ 15,000.00	
Berungga	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ 500.00	\$ 500.00	\$ -	
Beswick	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ 921.00	\$ 921.00	\$ -	
Burrup	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ -	\$ -	\$ 500.00	
Eva Valley	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ -	\$ 336.00	\$ 164.00	
Matarana	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ 457.00	\$ 395.00	\$ 105.00	
Jilmeragan	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ 393.00	\$ 478.00	\$ 22.00	
Najukur	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ 273.00	\$ 471.00	\$ 29.00	
Numbulwar	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ -	\$ -	\$ 500.00	
Berododa	170	Australia Day Events	AD/C/N	\$ 500.00	31/03/2013	\$ 608.00	\$ 1,039.00	\$ -	\$25,530 left in bucket to be used at final by 30/06/2014
Berododa - Yerville Camp	462	Reads to Recovery 2009-2014	ITS	\$ 72,085.00	30/06/2013	\$ -	\$ -	\$ 72,085.00	
Barrunga	463	Barunga Sport & Recreation Office	NRE/IAS	\$ 49,000.00	30/06/2012	\$ -	\$ -	\$ 49,000.00	
Eva Valley	463	Eva Valley stage 2 office, canteen & storage facility	NRE/IAS	\$ 43,600.00	30/06/2012	\$ -	\$ -	\$ 43,600.00	
Berododa	463	Berododa school facility	NRE/IAS	\$ 41,800.00	30/06/2012	\$ -	\$ -	\$ 41,800.00	new door replace - shouldn't be funded \$2,809 Asset # 20347
Najukur	463	Najukur Swimming pool upgrades	NRE/IAS	\$ 40,000.00	30/06/2012	\$ 18,000.00	\$ 31,894.00	\$ 8,116.00	lighting/ lane ropes ordered \$5677.2 still on order - spoke with Muggie
Bilman	464	SPG Bilman Rubbish truck	DHLGRS	\$ 135,617.00	30/06/2012	\$ -	\$ -	\$ 135,617.00	
Shire	464	SPG Cemetery Management Plan	DHLGRS	\$ 49,628.00	30/06/2012	\$ -	\$ -	\$ 49,628.00	Steph O'Neil replaced at final referendum
Numbulwar	465	CTG Reframission Site at Numbulwar	DHLGRS	\$ 82,713.00	30/06/2012	\$ 63,636.36	\$ 63,636.36	\$ 19,076.64	site area suggested for roof upgrade & install broadcasting
Numbulwar	465	CTG Reframission Site at Numbulwar Stage 2	DHLGRS	\$ 91,921.00	30/06/2012	\$ -	\$ -	\$ 91,921.00	

Borroloola Bulman/Waarndi, Beswick, Ravungla, Eva & Ilik	464	SPG Solar Street Light Project	DHLGRS	\$ 240,830.00	30/09/2013	\$ -	\$ 87,791.00	-\$ 34,777.00	system
Borroloola Bulman/Waarndi, Beswick, Ravungla, Eva & Ilik		Fitness centre upgrade	NBRE/AS	\$ 94,000.00	ASAP	\$ -			
Ngukurr & Numbulwar		Local Area Traffic Management 50/50 funding	DUP	\$ 55,000.00	15/06/2013	\$ -		\$ 55,000.00	Carris Industries already invoiced and acquired. Has any of this work been done yet?
Ngukurr	550	SPG Ngukurr Swimming Pool	DHLGRS	\$ 68,731.00	30/06/2012	\$ -		\$ 68,731.00	Invoice to be paid on completion of works. Has this been done yet? Where coded?
Ngukurr	465	CTG Mulgan Camp Amenities Block	DHLGRS	\$ 79,210.00	30/06/2012	\$ 74,092.00	\$ 74,092.00	\$ 5,118.00	Repeat NGRK swimming pool - the contractor has not managed to do the walk way to the toilets and chemical shed? Ordered vacuum etc
Beswick	467	Beswick Marie Shed	FAT/CSHA	\$ 34,840.00	ASAP	\$ 26,250.00	\$ 26,250.00	\$ 28,590.00	Did acquire incorrectly. Yes?
Shire	465	CTG Quick Spray Units Governance	DHLGRS	\$ 53,014.00	30/06/2012	\$ 10,497.75	\$ 87,791.00	-\$ 34,777.00	Steph Char - Governance Variation to NGRK - purchase of 2 toilet blocks & delivery only (are they hooked up yet?)
Shire	465	CTG Strengthening	DHLGRS	\$ 124,375.00	30/06/2012	\$ -	\$ -	\$ 124,375.00	

COMMUNITY SERVICES DIRECTORATE REPORT

ITEM NUMBER 16.1
TITLE 4th Quarter, Community Services
 Directorate Report
REFERENCE 383531
AUTHOR Nerine Purton, Regional Manager - Employment, Training &
 Community Development

RECOMMENDATION

- (a) That Council receive and note the 4th Quarter Community Services Directorate report for the period 1st April 2013 – 30th June 2013.

BACKGROUND

The Community Services Directorate is responsible for the following business units of Council:

CDEP**Family and Community Services**

- o Community Aged Care Packages (CACP)
- o Home and Community Care (HACC)
- o School Nutrition Program
- o Childcare centres
- o Library
- o Indigenous Broadcasting
- o Centrelink

Community Safety

- o Night Patrol
- o Sport and Rec – inc. After School Care and Vacation Care
- o Youth Services – inc. Juvenile Diversion

This quarter report is based on the Shires activities in relation to the Shire Plan 2012-2013 and addresses the operations progress in meeting town priority project deadlines and KPI's outlined for each business unit.

1. Key Achievements & Critical issues (Risk Management)

* Sign off on RJCP Contract for the Central Arnhem and Ngukurr/Numbulwar Regions.

* Certificate II Construction, Certificate Presentation and Luncheon – Mataranka & Jilkminggan CDEP.

* Successful 'Youth Week' roll out in Borroloola, Ngukurr and Numbulwar.

2. Measures vs Milestones

* CDEP exceeded their employment targets for the 12/13 financial year, however training targets continued to be challenging and were not achieved. Analysis of the training data identified that where there was strong leadership of participants by well respected staff, training and engagement in CDEP activities thrived however in areas where the leadership of participants was not as strong, participation in activities and training was less successful.

Under RJCP, emphasis will be placed on supervisor, leadership and mentor training to build capacity in all RJCP program staff. Furthermore, recruitment will be undertaken to advertise new positions, some of which have been postponed under CDEP pending the RJCP application outcome for the Shire.

* Youth Services have been delivering programs and camps as per their funding agreements with special emphasis and activities being organised for delivery during National Youth Week.

* Sport & Rec officers and CDEP participants who wished to pursue a S&R career were involved in the first block of a Certificate II and III Sport & Recreation which was held in Katherine during May. There was a very good turn out of staff and participants with several CDEP participants obtaining casual employment after the mandatory training and recruitment processes being completed.

3. Stakeholder engagement (visits/meetings/etc)

- * Alawa/Binjari – RJCP, regular meetings to discuss the roll out of the new program and subcontracting arrangements.
- * Borroloola – Interagency meeting and Shire Plan Community Consultation visit.
- * BIITE – Meeting to discuss courses post 1 July 2013 and specifically the RJCP contract.
- * Numbulwar – Shire Plan Community Consultation visit.
- * Eva Valley – Shire Plan Community Consultation visit.

ISSUES/OPTIONS/SWOT

Nil

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS:

- 1 DCS Council report.pdf

**Goal 1 – Safe, strong and vibrant communities
KPI's
Community Development and Employment Program (CDEP)**

Code	Activity Description	Contract end date	Value
300	CDEP Administration	30/06/13	\$703,000
301	CDEP Participants wages ONL Y	30/06/13	\$438,876
302	CDEP Development & Support	30/06/13	\$985,199
303	CDEP Work Ready & Community Development	30/06/13	\$1,170,833
305	CDEP - PEPI	30/06/13	\$400,000
308	CDEP United Revenue	30/06/13	\$676,824
309	Numbulwar Workforce Development	30/06/13	\$194,567
310	CDEP SA TAFE	30/06/13	\$12,875
			\$4,585,174

Percentage variance for budget versus actual by account category.
See update in attached report

Aged and Disability Care

Compliance with the PROGRAM FUNDING AGREEMENTS

Yes

Code	Activity Description	Contract end date	Value
341	CACP	ongoing	\$690,010
342	Aged Care NT Jobs Package	30/06/14	\$786,360
344	HAOC services	30/06/14	\$415,902
			\$1,891,672

Percentage variance for budget versus actual by account category

Number of clients receiving care by location		Q1	Q2	Q3	Q4
	Barunga	4	7	7	7
	Beswick	19	19	19	19
	Bulman	3	3	3	3
	Jilkeringgan	5	5	5	5
	Manvullaluk	5	2	2	2
	Matarranka	11	11	11	11
	Ngukurr	27	27	27	27
	Numbulwar	35	35	35	35
	TOTAL	109	109	111	0

HAOC 71
 CACP 32
 FACH 4
 DHHS 4

See update in attached report

Housing Management Program (HMP)		
Code	Activity Description	Contract end date
222	HMP - Fencing Program	30/06/15

Barunga = 22
 Beswick = 34
 Bulman = 9
 Weemol = 8
 Jilkeringgan = 13
 Manvullaluk = 1
 Minyerr = 18
 Urpunga = 5

See update in attached report

Childcare

Compliance with the PROGRAM FUNDING AGREEMENTS

Code	Activity Description	Contract end date	Value
347	JET Creche	30/06/13	\$760,573

Percentage variance for budget versus actual by account category

Number of clients receiving care by location	Q1	Q2	Q3	Q4
Baswick	-	-	-	-
Manyallaluk	-	-	-	-
Jilkmunggan	-	-	-	-
Ngukurr	-	-	-	-
TOTAL	88			

See update in attached report

Library

Compliance with the PROGRAM FUNDING AGREEMENTS

Code	Activity Description	Contract end date	Value
348	Library	30/06/13	\$157,434

Barunga, Matarranka, Borroloola, Ngukurr (CLOSED)

Percentage variance for budget versus actual by account category

See update in attached report

Indigenous Broadcasting Program

Compliance with the PROGRAM FUNDING AGREEMENT

Code	Activity Description	Contract end date	Value
345	IBS NT Jobs in Transition	30/06/13	\$189,102
346	Indigenous Broadcasting	30/06/13	\$75,000
			\$264,102

Percentage variance for budget versus actual by account category

Number of broadcasting hours per location (10 per week)	Percentage indigenous language content	Q1	Q2	Q3	Q4
Barunga	-	-	-	-	-
Baswick	-	-	-	83.5 hrs	-
Bulman	-	-	-	-	-
Ngukurr	SEE Q2	52.5 hrs	-	-	-
	SEE Q2	15 hrs	-	-	-
Numbulwar	-	-	-	-	-

See update in attached report

Night Patrol

Compliance with the PROGRAM FUNDING AGREEMENT

Yes

Code	Activity Description	Contract end date	Value
401	Night Patrol	30/06/14	\$2,830,403

Percentage variance for budget versus actual by account category:

Number of patrols completed by locations (95 per quarter)	Percentage Variance			
	Q1	Q2	Q3	Q4
Barunga	-	51/65 = 78%		
Beswick	-	44/65 = 68%		
Borrooia	-	50/65 = 77%		
Bulman	-	36/65 = 55%		
Jikeringgan	-	30/65 = 46%		
Manyallaluk	-	2/65 = 3%		
Malbarana	-	43/65 = 66%		
Minyeri	-	43/65 = 66%		
Nqurru	-	48/65 = 74%		
Numbulwar	-	40/65 = 62%		
Robinson River	-	53/65 = 82%		

School Nutrition Program

Compliance with the PROGRAM FUNDING AGREEMENTS

Yes

Code	Activity Description	Contract end date	Value
949	School Nutrition Program	31/12/13	\$356,980

Number of primary school children being provided with meals

	Q1	Q2	Q3	Q4
Bulman	Breakfast - 30	Breakfast - 30		
	Lunch - 50	Lunch - 50		
Manyallaluk	20	20		
	50-70	50-70	32	

Number of primary school children being provided with meals

Percentage variance for budget versus actual by account category:

See update in attached report

Centrelink agency

Compliance with the PROGRAM FUNDING AGREEMENTS

Yes

Code	Activity Description	Contract end date	Value
350	Centrelink agency	30/06/13	\$683,411

Percentage variance for budget versus actual by account category:

See update in attached report

Youth Services

Compliance with the PROGRAM FUNDING AGREEMENTS

Yes

Code	Activity Description	Contract end date	Value
410	National Youth Week / Youth Vibe grants	One-offs	\$21,000
412	Youth Diversion Program	30/06/13	\$205,053
414	Violate Substance Abuse	30/06/13	\$47,000
415	67568 Youth In Communities	30/06/14	\$980,000
419	Youth Voice Messaging	30/06/13	\$50,000
421	Youth Extension Program	30/06/13	\$376,893
423	International Women's Day	09/03/13	\$500
			\$1,680,446

Percentage variance for budget versus actual by account category/

Number of clients participating by location

	Q1	Q2	Q3	Q4
Borroloola				
Ngukurr				
Numbulwar				

Number of Youth Voice committee meetings held (9 per quarter)

	Q1	Q2	Q3	Q4
Borroloola				
Ngukurr				
Numbulwar				
Total	0	0	0	0

Sport and Rec

Compliance with the PROGRAM FUNDING AGREEMENTS

Yes

Code	Activity Description	Contract end date	Value
402	ARC Softball	30/08/13	\$8,000
403	Outside School Hours Care	30/06/13	\$221,053
404	Indigenous Sport and Recreation Program (ISARP)	30/06/15	\$194,350
405	Job Creation Package - Sport and Rec Program	30/06/14	\$564,848
406	Grass Roots	30/06/13	\$9,200
407	NTG Sport and Rec Program	30/06/13	\$238,354
463	Facility Development Grants	30/06/13	\$191,656
			\$1,427,471

Percentage variance for budget versus actual by account category/

Number of clients participating by location

	Q1	Q2	Q3	Q4
Burungai				
Beswick				
Borroloola				
Bulman				
Jikeringgan				
Manyalilluk				
Mataranka				
Ngukurr				
Numbulwar				

6 monthly reports to funding body

	SEE Q2	5000+
TOTAL		

CONTRACTS & ECONOMIC DEVELOPMENT DIRECTORATE REPORT



ITEM NUMBER	17.1
TITLE	Directorate of Contracts and Economic Development: 2012-13 End of Year Reportback
REFERENCE	383208
AUTHOR	Thomas Michel, Director Commercial Operations

RECOMMENDATION

- (a) **That Council receive and note the report, including the provisional financial position for the Shire's commercial contracts in 2012-13.**

BACKGROUND

The Contracts and Economic Development Directorate of Roper Gulf Shire Council was set up to manage the commercially-focused contracts and activities for the Shire, and to promote Indigenous employment and economic development in Roper Gulf communities. The Directorate's contracts and programs are currently:

- Territory Housing Repairs and Maintenance
- Territory Housing Tenancy Management
- Power and Water Maintenance and Essential Services
- Civil Works
- Airstrips Maintenance
- NT Government Road Verge Maintenance and Litter Collection
- Mechanical Workshops
- Visitor Accommodation (in cooperation with the Assets Management Unit)
- External contractor management

ISSUES/OPTIONS/SWOT

Financial position

The provisional 2012-13 end of year operating surplus for all commercial operations was \$1,566,856 (as at 30 June 2013).

All programs in the commercial operations directorate are operating in surplus. This includes the mechanical workshop (with a surplus of \$75,255) and civil works (with a very tight surplus of \$18,082). Issues with these financial results include:

- There were arguably not enough overhead costs taken into consideration with the 2012-13 mechanical workshop budget, therefore the surplus for this program should be approached critically. Ongoing and close management of this program in 2013-14 is recommended to ensure its long-term viability for the Shire.
- There is a lot of scope for improvement in the Shire's management and income collection for the visitor accommodation program. Even though the program reported a surplus in 2012-13, there are unfortunately regular complaints received about the standard of service. It is recommended that funds for assets upgrades and maintenance should be invested in 2013-14, and improved income collection systems implemented. Staff are currently working on this task.

Strategic planning outcomes in 2012-13

Trades Training Program

As approved by the Ordinary Council Meeting in February, The Director Contracts and Economic Development has been working on a project to develop a trades training program, whereby RGSC sets a new focus on training and employing local people in building trades. The aim of this program is to provide more local skills capacity and employment in the repairs, maintenance and construction of the Shire's own assets as well as Territory Housing assets.

Most affected staff have now been consulted with, and internal administration processes have been implemented to support providing existing Indigenous staff with repairs and maintenance work (subject to capacity) RGSC staff have now begun ordering tools and supplies for community-based staff to assist with their effectiveness.

At Numbulwar, efforts are now being made to hire and coordinate a building crew from ex-New Futures Alliance staff, to work on an upgrade to the Training Centre visitor accommodation facility.

At Ngukurr and Minyerri, efforts are being made to work in partnership with Yugul Mangi Development Aboriginal Corporation and Alawa Aboriginal Corporation to support these corporations' own building trades commercial enterprises by offering preferred sub-contractor status to each entity (see attachment).

Other 2012-13 Achievements in the Contracts and Economic Development Directorate

- Improvement in forward planning and asset management in the civil works program
- Review and improvement in accountability of external contractor management
- Improvement in airstrips maintenance contract management
- Solid Indigenous training outcomes in the Power and Water maintenance contract
- Commencement of project to upgrade visitor accommodation facilities and centralise booking services (still ongoing)
- Implementation of a new electronic-based asset management system to allow managers to order and track repair and maintenance works to Shire assets more effectively
- Improvements in mechanical workshop management, including more remote servicing
- Restructuring of the Contracts Administration Unit, to improve resilience and staffing support for the Directorate.

Farewell from the outgoing Director, a Welcome to the new!

After over three years with Roper Gulf Shire Council, it is with heavy heart that I am leaving the organisation on 6 September. This will therefore be my last Council meeting I attend in my current role.

During my positions first as Finance Manager and now Director Contracts and Economic Development, I have truly appreciated the opportunities provided to me, embraced (most of the time) the challenges I have faced, and learned some very valuable lessons along the way. Although my contact with the elected members of Council has decreased over the past year, I have enjoyed getting to know many of you and visiting your communities during my time with the Shire.

I would like to personally thank the CEO Michael Berto for all his support, guidance and openness during my time with Roper Gulf Shire Council. He has been a very good boss to work for. Thank you to all the other senior management staff and others who I work closely with on a daily basis.

I am pleased to announce that a replacement Director for my position has already been chosen. As of 12 August, Marc Gardner (currently the Acting Assets Manager) will step in to the role. Marc brings over 14 years of local government experience to the role, including time

at Numbulwar Numburindi Community Government Council, Jabiru Town Council, West Arnhem Shire Council, and Victoria Daly Shire Council. Over the coming weeks, Marc and I will be working hard to ensure a smooth handover.

FINANCIAL CONSIDERATIONS

The operating surplus of \$1.567 million for 2012-13 is a very important result for Roper Gulf Shire Council, as it provides a subsidy to the core operations and service delivery of Council.

ATTACHMENTS:

- 1 Letter - Minister for Local Government - Exemption from Tender requirements - 050713.pdf

03 JUL 2013



MINISTER FOR LOCAL GOVERNMENT

Parliament House
State Square
Darwin NT 0800
minister.anderson@nt.gov.au

GPO Box 3146
Darwin NT 0801
Telephone: 08 8928 6587
Facsimile: 08 8928 6594

Mr Tony Jack
Mayor
Roper Gulf Shire Council
GPO Box 1321
KATHERINE NT 0850

Dear Mr Jack

I refer to a letter dated 4 June 2013 from Mr Thomas Michal, Director Contracts and Economic Development, Roper Gulf Shire Council requesting an exemption from tender requirements under regulation 30(1)(b) of the Local Government (Accounting) Regulations.

The exemption was requested so that the Council could engage further with Yugul Mangi Development Aboriginal Corporation and Alawa Aboriginal Corporation to deliver its building repairs and maintenance services to a number of communities.

I am pleased to advise that on 19 June 2013, the Acting Chief Executive of the Department of Local Government, under a separate letter to your Council, approved the tender exemption sought by Council to engage with both Yugul Mangi Development Aboriginal Corporation and Alawa Aboriginal Corporation to deliver the services.

I anticipate that the agreement by Council with the corporations will provide sufficient service delivery outcomes.

Yours sincerely

ALISON ANDERSON
03 JUL 2013

CC. Mr Michael Berto, Chief Executive Officer, Roper Gulf Shire Council.



**CONTRACTS & ECONOMIC DEVELOPMENT
DIRECTORATE REPORT**

ITEM NUMBER 17.2
TITLE Request for Financial Delegations:Essential Services Coordinator
REFERENCE 383533
AUTHOR Thomas Michel, Director Commercial Operations

RECOMMENDATION

- (a) **That Council approve financial delegations for the Essential Services Coordinator to authorise purchase orders and approve invoices up to the value of \$5000.**

BACKGROUND

Council must approve any changes to the financial delegations manual, including authorisations to approve expenditure for any Council staff.

Many coordinator-level staff already have financial delegations up to \$5000. These include the Workshop Coordinator and the Contracts Coordinator.

ISSUES/OPTIONS/SWOT

The Essential Services Coordinator has recently requested financial delegations to authorise purchase orders and approve invoices up to \$5000. Currently he has no financial delegations, and this has led to operational delays on a number of occasions. For example, if other managers or the Contracts Coordinator are not in the Emungalan Road office or readily contactable, it has at times taken hours to have a purchase order approved.

This is not an effective use of the Essential Services Coordinator's time, as it can limit the time he and other Essential Services Officers (ESOs) spend delivering services, and may result in unacceptable delays in dealing with urgent power, water or sewerage-related issues.

FINANCIAL CONSIDERATIONS

It is not anticipated this will add significantly to the Shire's financial risks.

ATTACHMENTS:

There are no attachments for this report.

**CONTRACTS & ECONOMIC DEVELOPMENT
DIRECTORATE REP.**

ITEM NUMBER 17.3
TITLE Amendment to the Membership of the Tender Committee
REFERENCE \CORE SERVICES\GOVERNANCE\COUNCIL MEETINGS\ORDINARY COUNCIL MEETINGS\2013 COUNCIL MEETING\REPORTS - 384478

AUTHOR Thomas Michel, Director Commercial Operations

RECOMMENDATION

- (a) **That Council approve the following staff to be include in the membership pool for a tender evaluation and approval committee:**
Karen Perner
Marc Gardner

BACKGROUND

Section 29 (2) of the Local Government Act's Accounting Regulations states:

A tender received in response to the public notice [defined in section 29(1)] may only be opened in the presence of:

- a) the council itself; or*
b) a committee of 3 members of the council's staff delegated by the council to open and consider the tenders and report to the council on the tenders.

ISSUES/OPTIONS/SWOT

At the March 2013 Finance Committee Meeting, the Committee approved a list of 13 staff to be called upon to form a tender evaluation and approval committee. Authority was also approved to enable the Director of Infrastructure and Technical Services and the Director of Contracts and Economic Development be delegated the authority to nominate the member of 3 staff to any one tender committee, as needed.

Since the March 2013 meeting, Karen Perner has commenced employment with Roper Gulf Shire Council (RGSC) as the Commercial Contracts Coordinator. Marc Gardner, currently acting Assets Manager is set to commence as Director of Contracts and Economic Development from 12 August. Because of both of their roles and their close contact with Council's tender processes, it is recommended that Ms. Perner and Mr. Gardner be added to RGSC's tender evaluation and approval committee.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS:

There are no attachments for this report.