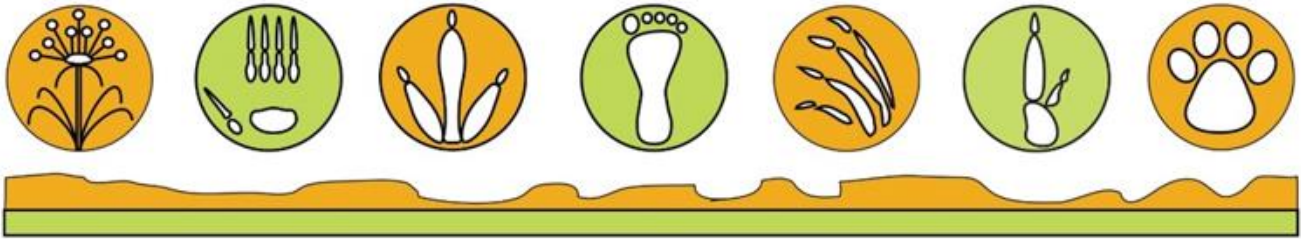


BARKLY REGIONAL COUNCIL



AGENDA

Audit and Risk Committee Meeting

Friday 8 March 2024

Barkly Regional Council's Audit and Risk Committee Meeting will be held
in Council Chambers, 41 Peko Road, Tennant Creek
on Friday 8 March 2024 at 2:00 pm.

Ian Bodill

Chief Executive Officer

OUR VISION

We strive to be a responsive, progressive, sustainable council which respects, listens to and empowers the people to be strong.

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policies and budgets to ensure our programs and services are progressive and sustainable.

Respect is shown in everything we do, and we have acceptance of all cultures in the Barkly Region and their practices through a culturally competent Council.

We are a responsible Council. We will be a responsive Council.

We want to empower local decision making.

We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

We want to be able to sustain our environment – our communities, our physical places, our people, and our organisational culture.

We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region. We need to be realistic, transparent, and accountable.

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1 OPENING AND ATTENDANCE

- 1.1 Committee Members Present
- 1.2 Staff Members And Visitors Present
- 1.3 Apologies
- 1.4 Absent Without Apology
- 1.5 Disclosure of Interest

2 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

2.1 Update on actions items

Author Romeo Mutsago (Deputy CEO & Chief Finance Officer)

RECOMMENDATION

That the Audit & Risk Committee, (ARC) receives and notes information and updates on action items arising from the 22 February 2024 meeting.

SUMMARY

ARC, in its advisory mandate as outlined in the ARC terms of reference, needs to be furnished with relevant reports for review, timely, to enable ARC members to consider issues and proffer their opinions to improve overall governance of the BRC.

BACKGROUND

Action items arising from the 22 February 2024 ARC meeting:

1. Progress Report for FY2024-2025 Annual Report
BRC will produce a progress report against Regional Plan in the Annual Report
2. Audit & Risk Committee Program Progress Report
Proposed ARC Program Report (attached) covers:
 - Governance
 - Financial reporting
 - Performance reporting
 - Systems of risk oversight and management
 - System of internal control

- Legislative and policy compliance
- Internal audit function
- Business continuity management
- Delegations
- Ethical and lawful conduct

3. Community Project Funds

Note attached.

No current projects ongoing as no funding has been released.

4. Procurement Policy Review

Stantons was advised immediately after the 22 February meeting that the review needed to be deferred and they accepted the ARC's recommendation.

Deliberations about Internal Audit of procurement actions and contract management are happening and will be finalised once the Director Infrastructure returns from pre-planned leave mid-March 2024.

Review of engagement of contract and contract wording will be finalised once the Director Infrastructure returns from pre-planned leave mid-March 2024.

5. Variations under Barkly Regional Deal (BRD)

BRC prepared a paper to be tabled at upcoming 7 March 2024 Governance Table (GT) requesting the GT to ratify overspends noting that the projects were completed in FY2022 and actual BRC money was spent – albeit imprudently.

BRC argument is that lessons were learned and an Internal Audit around contract variations will be done to ensure no variations beyond standard 10% of approved capital expenditure are given a white flag without prior approval of BRD partners.

BRC will argue that whatever balance remains of the \$3m BRC contribution, BRC will honour over the remainder of the time remaining for BRD arrangement.

6. Contingent liabilities

BRC can confirm that there are two legal matters involving:

1. Elliot piece of land
2. Harvey Developments Ali Curung Youth Centre

Both matters have since been notified to BRC's insurers on 22 February 2024 who will be kept updated with developments. Confirmation of notification from the insurer is attached.

7. Fair Work matters

There are no Fair Work matters to report at this time.

8. Current Claims

There are no Industrial Relations claims against BRC to report on at this time.
Note Claims history attached.

9. Reportable Incidents

There are not reportable incidents at this time.

10. Workers Compensation Claims

Claims record to 31 January 2024 is attached.

There are three WC claims not finalised.

NB. These are Insurer issues ... no cash flow implications for BRC.

Suffice to mention that claims history affects future WC premiums.

The insurer is currently working on claims report to 29 February 2024 which is due for release on 8 March 2024.

11. BRC Agreement with BRD for \$3m commitment

See attached.

NB. The copy available was not properly executed and lacks the other party's signature.

It remains legally enforceable on account of conduct by parties pursuant to the execution of the agreement.

Pg. 21 - schedule 1, item 2 is most self – incriminating to BRC ... undertaking to pay \$3m within 40 days of date of agreement.

ORGANISATIONAL RISK ASSESSMENT

Ongoing considering developments happening.

BUDGET IMPLICATION

Costs arising from the respective disputes not yet determined.

ARC will be kept updated of developments.

ISSUE/OPTIONS/CONSEQUENCES

Budget implications should courts rule against BRC for frustration of contractual arrangements.

CONSULTATION & TIMING

Ongoing with BRC stakeholders ... lawyers, contractors, etc. involved.

ATTACHMENTS:

1. A&community projects fund [2.1.1 - 1 page]
2. A& RBARKLY Outstanding Claims Snapshot - January 2024 [2.1.2 - 1 page]
3. A& RBRC and BRD agreement [2.1.3 - 22 pages]
4. A& Rconfirmation by insurer of receipt of notification of potential legal matters against BRC [2.1.4 - 4 pages]
5. barkly WC cliams history thru 29-02-2024 LT [2.1.5 - 2 pages]

Initiative 23 - Community Project Fund

TBC

| S. No. | Project Name | Applicant | Date | Funding Amount Approved through GT Assessment | Allocated to CW/NTG Fund Contribution | NTG/CWT Recoding Required | BRC Funding Amount Approved through GT Assessment | Allocated to BRC Grant Contribution | BRC Recoding Required | Total Approved Through GT | Total EXPENDED | Overall Discrepancy |
|--------|--|-------------------------------|------------|---|---------------------------------------|---------------------------|---|-------------------------------------|-------------------------|---------------------------|------------------------|----------------------|
| 1 | Alpururulam Basketball Court | BRC | 4/10/2021 | \$ 180,000.00 | \$ 233,636.00 | -\$53,636.00 | \$ 90,000.00 | \$ 83,130.53 | \$6,869.47 | \$ 270,000.00 | \$ 316,766.53 | \$46,766.53 |
| 2 | Epenarra Art Centre Upgrade | BRC | 13/10/2021 | \$ 200,000.00 | \$ 251,622.14 | -\$51,622.14 | \$ - | \$ 25,162.21 | -\$25,162.21 | \$ 200,000.00 | \$ 276,784.35 | \$76,784.35 |
| 3 | Elliott Changerooms | BRC | 29/12/2021 | \$ 200,000.00 | \$ 200,000.00 | \$200,000.00 | \$ 450,000.00 | \$ 700,241.25 | -\$250,241.25 | \$ 650,000.00 | \$ 700,241.25 | \$50,241.25 |
| 4 | Ampl Ablution Block Project | BRC | 31/05/2022 | \$ 275,000.00 | \$ 239,048.80 | \$35,951.20 | \$ 212,146.00 | \$ 354,656.01 | -\$142,510.01 | \$ 487,146.00 | \$ 593,704.81 | \$106,558.81 |
| 5 | Ampl Rec Hall Upgrade | BRC | 8/06/2022 | \$ 300,000.00 | \$ 300,000.00 | \$300,000.00 | \$ 100,000.00 | \$ 962,760.34 | -\$862,760.34 | \$ 400,000.00 | \$ 962,760.34 | \$562,760.34 |
| 6 | Marlinja Solar Project | Original Power | 18/08/2022 | \$ 136,000.00 | \$ 136,000.00 | | | | | \$ 136,000.00 | \$ 136,000.00 | \$0.00 |
| 7 | Nguyarrimini Tractor Package | T&J | 18/08/2022 | \$ 89,884.50 | \$ 81,713.18 | | | | | \$ 89,884.50 | \$ 81,713.18 | -\$8,171.32 |
| 8 | Community Vehicle Irruitja | T&J | | \$ 91,457.50 | \$ 91,457.50 | | | | | \$ 91,457.50 | \$ 91,457.50 | \$0.00 |
| 9 | Community Vehicle Antwengerpe | T&J | | \$ 91,457.50 | \$ 91,457.50 | | | | | \$ 91,457.50 | \$ 91,457.50 | \$0.00 |
| 10 | Community Vehicle Mungkarta | T&J | | \$ 91,457.50 | \$ 91,457.50 | | | | | \$ 91,457.50 | \$ 91,457.50 | \$0.00 |
| 11 | Community Vehicle Wakuripu | T&J | 7/07/2023 | \$ 90,302.50 | \$ 90,302.50 | | | | | \$ 90,302.50 | \$ 90,302.50 | \$0.00 |
| 12 | Canteen Creek Street Lighting | Owairitilla Aboriginal Corp | | \$ 68,761.00 | \$ 67,111.00 | | | | | \$ 68,761.00 | \$ 67,111.00 | -\$1,650.00 |
| 13 | Pukalki Water System Upgrade | Julalikari Corp | | \$ 98,942.00 | \$ 98,942.00 | | | | | \$ 98,942.00 | \$ 98,942.00 | \$0.00 |
| 14 | Elliott Hairdressing Training | Deadly Hair Dude | | \$ 55,000.00 | \$ 55,000.00 | | | | | \$ 55,000.00 | \$ 55,000.00 | \$0.00 |
| | | | | | | | | | | | \$ - | |
| | TOTALS | | | \$ 1,968,262.50 | \$ 1,527,748.12 | \$ 430,693.06 | \$ 852,146.00 | \$ 2,125,950.34 | -\$ 1,273,804.34 | \$ 2,820,408.50 | \$ 3,653,698.46 | \$ 833,289.96 |
| | | | | \$Govt - BRD App. | \$Gov Actual | | \$BRC - BRD App. | \$BRC Actual | | TOTAL (Approved) | TOTAL (Actual) | Discrepancy |
| | Contributed funds to date | | | \$ 2,000,000.00 | \$ 2,000,000.00 | | \$ 3,000,000.00 | \$ 3,000,000.00 | | \$ 5,000,000.00 | \$ 5,000,000.00 | |
| | Additional committed funds | | | \$ 1,000,000.00 | \$ 1,000,000.00 | | \$ - | \$ - | | \$ 1,000,000.00 | \$ 1,000,000.00 | |
| | Total Funding Available | | | \$ 3,000,000.00 | \$ 3,000,000.00 | | \$ 3,000,000.00 | \$ 3,000,000.00 | | \$ 6,000,000.00 | \$ 6,000,000.00 | |
| | Project Expenses | | | \$ 1,968,262.50 | \$ 1,527,748.12 | | \$ 852,146.00 | \$ 2,125,950.34 | | \$ 2,820,408.50 | \$ 3,653,698.46 | |
| | Available Funds Remaining for Allocation | | | \$ 1,031,737.50 | \$ 1,472,251.88 | | \$ 2,147,854.00 | \$ 874,049.66 | | \$ 3,179,591.50 | \$ 2,346,301.54 | -\$ 833,289.96 |
| | New Project Approval - Awaiting Payment | | | | | | | | | | | |
| | Community Strategic Planning | North Barkly Aboriginal Corp. | | \$106,136.80 | | | | | | | | |
| | Toyota Coaster 22-seater bus | Arlpwe Aboriginal Corp. | | \$145,362.00 | | | | | | | | |
| | Skid Steer Loader | Owairitilla Aboriginal Corp. | | \$96,664.70 | | | | | | | | |
| | SUBTOTAL | | | \$348,163.50 | | | | | | | | |
| | TOTAL APPROVED | | | \$ 2,316,426.00 | | | | | | | | |
| | Remaining Unallocated | | | \$ 683,574.00 | | | | | | | | |

3/5/24, 11:45 AM

Mail - Romeo Mutsago - Outlook

BARKLY Outstanding Claims Snapshot - January 2024

AUS NT Council Claims <councilclaimsnt@jlta.com.au>

Tue 13-February-2024 14:45

To: Romeo Mutsago <Romeo.Mutsago@barkly.nt.gov.au>

Cc: Kempton, Chris <Chris.Kempton@jlta.com.au>; AUS NT Council Claims <councilclaimsnt@jlta.com.au>

 1 attachments (19 KB)

BARKLY Monthly Outstanding Claims Report Jan 2024.xlsx;

You don't often get email from councilclaimsnt@jlta.com.au. [Learn why this is important](#)

CAUTION: This is an external email, please take care when clicking links or opening attachments.
When in doubt, contact your IT Department

Dear Romeo,

Please find attached your outstanding claims snapshot for your Council's general claims.

Noting:

- This report is not a full Claims Experience Report taken from insurer's records but is a current snapshot of Council's outstanding claims as according to JLT records.
- The listed totals paid on outstanding claims only reflect payments that JLT have been made aware of - final costs of repairs, etc. may not be notified to JLT until finalisation of a file.
- The Report does not include any of your Workers Compensation claims. If you do require advocacy on any matter or if you would like to discuss any of your Workers Compensation claims please contact our office.

If you have any questions regarding the above report or require changes to the distribution list, please contact us.

Regards,
Glenda

Glenda Campbell | Account Broker, JLT Public Sector

JLT Risk Solutions Pty Ltd | Level 4, 9 Cavenagh Street, Darwin NT Australia 0800 | Locked Bag 2 Darwin NT Australia 0801
t: +61 8 8925 5304 | e: glenda.campbell@jlta.com.au | w: www.jltpublicsector.com

Follow us on [LinkedIn](#)

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**PROJECT FUNDING AGREEMENT
FOR THE
BARKLY LOCAL COMMUNITY
PROJECTS FUND**

BETWEEN:

**NORTHERN TERRITORY OF AUSTRALIA CARE OF ITS AGENCY THE
DEPARTMENT OF THE CHIEF MINISTER AND CABINET**

AND:

BARKLY REGIONAL COUNCIL

Solicitor for the Northern Territory
68 The Esplanade, Darwin
Telephone: 08 8935 7813 Facsimile: 08 8935 7810
File number: 20202864

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DETAILS

PARTIES

NORTHERN TERRITORY OF AUSTRALIA care of its agency the Department of the Chief Minister and Cabinet (ABN 84 085 734 992) ("Territory")

| | | |
|---------------------------------|-------------------|--|
| Address for service of notices: | Contact Person: | Jodie Ryan, Chief Executive |
| | Physical address: | NT House, 22 Mitchell Street, Darwin NT 0800 |
| | Postal address: | GPO Box 4396, Darwin NT 0801 |
| | Telephone: | 08 8999 6490 |
| | Email: | Jodie.ryan@nt.gov.au |

AND

BARKLY REGIONAL COUNCIL (ABN 32 171 281 456) ("The Recipient")

| | | |
|---------------------------------|-------------------|----------------------------------|
| Address for service of notices: | Contact Person: | Damian Carter |
| | Physical address: | 41 Peko Road Tennant Creek, 0860 |
| | Postal address: | PO Box 821, Tennant Creek, 0861 |
| | Telephone: | 08 8962 0000 |
| | Facsimile: | 08 8962 1801 |
| | Email: | Damian.Carter@barkly.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, and a reference to a background clause (recital), clause, Schedule, Item, attachment or annexure is a reference to a recital, clause, schedule, Item, attachment or annexure of or to this Agreement, and all recitals, clauses, schedules, items, attachments and annexures form part of this Agreement;
- (b) **Approved Account** means the account opened and operated by the Recipient pursuant to clause 3;
- (c) **Asset** means any item of personal, real or incorporeal property, with a price or value of \$1,000 or more (inclusive of GST), and which has been purchased, leased, created, acquired or otherwise brought into existence wholly or in part with the Funding;
- (d) **Barkly Backbone Team** means the team that provides secretariat, advisory and support services to the Governance Table to facilitate the delivery of the Barkly Regional Deal;
- (e) **Barkly Regional Deal** means the Barkly Regional Deal joint partnership established in April 2019 between the Commonwealth of Australia, the Territory and the Recipient;
- (f) **Business Day** means a day which is not a Saturday, Sunday or Public Holiday in either the place where an action is to be performed, or the place where the reciprocal part of an action is to occur;

- (g) **Commencement Date** means the date specified in Item 3;
- (h) **Commonwealth Project Agreement** means the Project Agreement for the Barkly Regional Deal between the Commonwealth of Australia and the Territory;
- (i) **Completion Date** means the date specified in Item 4;
- (j) **Date of this Agreement** means the date the last party to sign this Agreement does so;
- (k) **Employees** means any employees, staff, officers, consultants, volunteers, personnel or other persons employed or engaged by the Recipient to perform any activities related in any way to the Project or this Agreement, whether paid or not;
- (l) **Governance Table** means the Barkly Regional Deal Governance Table, which is the decision maker for all uses of the Projects Fund;
- (m) **Funding** means the total amount of funding the Territory will pay the Recipient during the Term, as set out in Item 2, 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) **Guidelines** means the Barkly Local Community Projects Fund Guidelines established for the purpose of administering, managing and monitoring the Projects Fund;
- (o) **Information** includes documents, software, information and data stored, provided or disclosed by any means, whether electronic, written or otherwise, and where relevant, includes information provided verbally or visually;
- (p) **Interest Rate** means the Interest Rate specified in Item 6 (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) **Project** means the Project as set out in clause 5;
- (s) **Projects Fund** means the Barkly Local Community Projects Fund established under the Barkly Regional Deal to deliver local projects in communities and Aboriginal homelands outside of Tennant Creek but within the Barkly Local Government Area to improve liveability, strengthen local leadership and implement local solutions in line with community plans or community priorities and aspirations in accordance with the Guidelines;
- (t) **Projects Fund Recipient** means the successful Projects Fund applicants;
- (u) **Records** means all or any of the Information required to be kept, maintained or created by the Recipient pursuant to this Agreement (including, but not limited to, the Reports and any Information required pursuant to clauses 7.1 or 7.2), and any other Information 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 Project;
- (v) **Reports** means the reports, statements and information specified in Item 5 which the Recipient must provide to the Territory pursuant to clause 7;
- (w) **Schedule** means a Schedule to this Agreement; and
- (x) **Term** means the Term of this Agreement pursuant to clause 2.

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) 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";

- (d) 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;
- (e) 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;
- (f) 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;
- (g) a reference to party or parties means a party or the parties to this Agreement, and includes the officers, employees, agents and subcontractors 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;
- (h) 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;
- (i) a reference to a person, partnership, body corporate, unincorporated body, government or local authority or agency or other entity includes any of them;
- (j) 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;
- (k) 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;
- (l) 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
- (m) a reference to dollars and \$ is to Australian currency.

1.3 Conflict and precedence

If there is a conflict between any background clause (recital), clause, Schedule, Item, attachment or annexure in this Agreement, the provisions or documents will be interpreted in the following order of priority from highest to lowest, and the terms of a higher ranked provision or document will prevail over a lower ranked provision document to the extent of the inconsistency:

- (a) clauses of this Agreement;
- (b) Schedule 1;
- (c) other Schedules;
- (d) attachments or annexures;
- (e) documents incorporated into this Agreement by reference.

1.4 Conflict and precedence between other documents

If there is a conflict between the terms of any of the following documents, the documents will be interpreted in the following order of priority from highest to lowest, and the terms of a higher ranked document will prevail over a lower ranked document to the extent of the inconsistency:

- (a) this Agreement;
- (b) the Barkly Regional Deal;
- (c) the Guidelines;

- (d) the Projects Fund Recipient's funding agreement referred to in clause 6; and
- (e) the Projects Fund Recipient's Grant Application Form for Projects Funds.

1.5 Public Accountability

You acknowledge:

- (a) and agree that this Agreement is, and is intended to be, legally binding;
- (b) your failure to comply with this Agreement may be taken into consideration in any future funding applications and may result in you being excluded from consideration for subsequent or other funding;
- (c) where you have an Australian Business Number (ABN), details of this Agreement may be provided by us to the Australian Taxation Office;
- (d) and agree we may do anything in connection with this Agreement that may be required for compliance with our public accountability responsibilities, including legislative obligations under privacy and freedom of information laws and the *Independent Commissioner Against Corruption Act 2017* (NT) ("ICAC Act"); and
- (e) you are a "public body" for the purposes of the ICAC Act with respect to the Funding and you are subject to mandatory obligations under that Act to report suspected improper conduct.

2. TERM OF AGREEMENT

This Agreement will:

- (a) take effect from the Date of this Agreement; and
- (b) unless terminated earlier in accordance with this Agreement, 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) The Recipient must notify the Territory in writing of the details of the Approved Account before the Territory will be obliged to pay the Funding. If the Approved Account details are known at the Date of this Agreement, they may be specified in Item 1.
- (c) Unless the Territory otherwise agrees in writing, the Approved Account must be:
 - (i) an interest bearing account of a type appropriate for the amount of the Funding and for the purposes of the Project; and
 - (ii) opened and used for the sole purpose of receipt and expenditure of the Funding for the Project in accordance with this Agreement, and for no other purpose, except that the Recipient must use the Approved Account for other funding provided by third parties solely for the Project, including its own co-contribution.
- (d) Unless the Territory otherwise agrees in writing, the Approved Account must be held with an authorised deposit-taking institution under the *Banking Act 1959* (Cth) ("ADI"), in an account under the Recipient's sole name and control.

4. FUNDING

4.1 Payment of Funding

- (a) Subject to this Agreement, the Territory will pay the Recipient the Funding for undertaking the Project.

- (b) The Territory will pay the Funding into the Recipient's Approved Account, in the manner set out in Item 2.

4.2 Commonwealth Contribution

The Recipient acknowledges that the Commonwealth of Australia is contributing part of the Funding and payment of that part of the Funding to the Recipient is subject to the Territory first receiving payment of that contribution from the Commonwealth of Australia.

4.3 Recipient's Co-Contribution

- (a) The Recipient must, within ten (10) Business Days of the Date of this Agreement, pay into the Approved Account a minimum of \$3 million (exclusive of GST) towards the Project (**Recipient's Co-Contribution**);
- (b) If the Recipient's Co-Contribution is not paid in accordance with this clause 4.3 and used in accordance with this Agreement, the Territory may terminate this Agreement by notice to the Recipient and clause 12 will apply.

4.4 Use of Funding

- (a) The Recipient must:
 - (i) 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; and
 - (ii) use the Funding (including any interest earned on the Funding), solely for the Project and in accordance with this Agreement.
- (b) Except with the Territory's prior written approval, the Recipient must not use the Funding, this Agreement or any of the Territory's obligations under this Agreement as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest.

4.5 No further funding for Project or ongoing costs

The Recipient acknowledges that neither the Territory nor the Commonwealth of Australia:

- (a) is under any obligation to provide any further monies to the Recipient if the Recipient's expenditure on the Project exceeds the Funding, and the Recipient accepts responsibility for any additional expenditure or costs incurred in the Project; and
- (b) will have any responsibility for any costs associated with the upkeep and management of any aspect of the Project or the Projects Fund.

5. THE PROJECT

5.1 The Project

The Recipient must establish, administer and conduct the Projects Fund in accordance with, and comply with, the Barkly Regional Deal, this Agreement and the Guidelines.

5.2 General Conduct of Project

- (a) The Recipient must:
 - (i) comply with the directions of the Governance Table and the Barkly Backbone Team who will be acting on behalf of the Governance Table;
 - (ii)
 - A. commence the Project from the Commencement Date;
 - B. support the Barkly Backbone Team in accordance with the Guidelines to administer the Project, including facilitating payment of Project Funds for projects and other general administrative tasks required for the Project;
 - C. ensure the Project is completed by the Completion Date; and

- D. ensure the funded projects under the Projects Fund are completed and acquitted within 6 months of the funded project's completion date or the Completion Date, whichever is earlier.
- (iii) carry out the Project diligently, ethically, effectively, in a proper manner, to a high professional standard and in accordance with this Agreement, the Barkly Regional Deal and the Guidelines, and comply with the provisions of any relevant statutes, regulations and by-laws in force from time to time;
- (iv) keep the Territory fully informed on a regular basis, and on the request of the Territory, as to the progress of the Project;
- (v) comply, in a timely fashion, with all reasonable requests or directions of the Territory in respect of the Project; and
- (vi) promptly advise the Territory in writing of any relevant matters which might affect the Recipient's ability to continue or to complete the Project, or to meet any of the Recipient's obligations under this Agreement.
- (b) The Recipient must not use the Funding to acquire or create any Asset for itself or any related party of the Recipient.
- (c) The Recipient is responsible for ensuring that the Project complies with this Agreement, the Barkly Regional Deal and the Guidelines, and will not be relieved of that responsibility because of any:
 - (i) involvement by the Territory; or
 - (ii) subcontracting by the Recipient of any part of this Agreement.
- (d) Other than in the case of Force Majeure in accordance with clause 16:
 - (i) the Recipient must not suspend the Project 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 the Project or any part of it, 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 12.1.

5.3 Commonwealth Project Agreement and the Barkly Regional Deal

- (a) Notwithstanding any other provision of this Agreement, the Recipient must do all things which the Territory requests the Recipient to do (including the Recipient providing information to the Territory, or the Recipient doing or refraining from doing some thing) in order for the Territory to comply with its obligations under Commonwealth Project Agreement and the Barkly Regional Deal.
- (b) The parties acknowledge and agree that:
 - (i) this Agreement is made in pursuance of the Barkly Regional Deal, a joint partnership established in April 2019 between the Commonwealth of Australia, the Northern Territory of Australia and the BRC; and
 - (ii) this Agreement is for the benefit of the Commonwealth of Australia, and the Commonwealth of Australia is entitled to the rights and privileges under this Agreement as if it was the Northern Territory of Australia and a relevant provision may be enforced by the Commonwealth of Australia in accordance with section 56 of the *Law of Property Act 2000* (NT).

5.4 Employees

- (a) When carrying out the Project the Recipient is responsible for ensuring the Project is adequately resourced with competent Employees in order to ensure the Project proceeds, meets the Project objectives and aims, and the Completion Date.

- (b) 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.
- (c) 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.

6. PROJECTS FUND FUNDING AGREEMENTS

- (a) Subject to clause 6(b), the Recipient must enter into a legally binding Projects Fund grant agreement with each Projects Fund Recipient:
 - (i) where the total of the grant funds are \$15,000 or more, in the form at Attachment B; or
 - (ii) where the total of the grant funds is less than \$15,000 and is low risk, in the form at Attachment C,
 prior to dispensing grant funds from the Projects Fund to the Projects Fund Recipient (**Grant Agreement**).
- (b) In the event the Recipient itself is a Projects Fund Recipient, the Recipient is bound by the terms of the Grant Agreement for the purpose of the applicable grant activity. In the event of any inconsistency between the terms of the Grant Agreement and this Agreement, the terms of the Grant Agreement will prevail to the extent of the inconsistency.

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 and other records relating to the Funding and the Project to enable:
 - (i) a complete and detailed report and explanation of:
 - A. the expenditure of the Funding on the Project and whether the Funding was properly expended for the Project and each Component;
 - B. any other expenditure on each Component or the Project as a whole (including the provision of any in-kind contributions); and
 - C. implementation and progress of each Component;
 - (ii) the Recipient to provide the Reports in compliance with clause 7.2(a);
 - (iii) all receipts and payments to be identified in the Recipient's accounts and reported in accordance with this Agreement;
 - (iv) the preparation of General Purpose Financial Statements in accordance with the Australian Accounting Standards; and
 - (v) an audit of the accounts and records in accordance with the Australian Auditing Standards;
- (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 as specified in Item 5.
- (b) The Territory may, in its absolute discretion, give the Recipient a notice requiring the Recipient to resubmit any of the Reports, and the Recipient must resubmit the relevant Report within the time, and in accordance with any request, specified in the notice.
- (c) If:
 - (i) the Recipient fails to submit or resubmit a Report under clauses 7.2(a) or 7.2(b) in the time or manner required, or at all, or
 - (ii) the Territory considers that the Report is still deficient in some way, the Territory may, in its absolute discretion:
 - (iii) take steps under clause 7.2(b); or
 - (iv) take action under clause 12.1.

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

8.1 Definitions

In this clause:

- (a) **Confidential Information** means any Information:
 - (i) which is by its nature confidential;
 - (ii) which is designated as confidential by the person by or for whom the Information is provided;
 - (iii) which a party knows, or ought to know, is confidential;
 - (iv) which is agreed between 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 excludes Information which:
 - (v) is or becomes public knowledge other than by:
 - A. fault of a party;
 - B. breach of this Agreement; or

- C. any other unlawful means;
- (vi) 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
- (vii) had already been independently developed or acquired by the Receiving Party before the other party gave it to the Receiving Party; and
- (b) **Intellectual Property** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential Information kept confidential.

8.2 Confidential Information

- (a) Subject to subclause 8.2(c), a party must not, without the prior written consent of the other party, use or disclose any Confidential Information of the other party.
- (b) 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.
- (c) The obligations on a party under this clause 8 will not be breached where that Confidential Information:
 - (i) is disclosed by a party to its employees, agents or subcontractors (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, or is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
 - (ii) 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;
 - (iii) 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;
 - (iv) is authorised or required by law to be disclosed;
 - (v) is disclosed by a party and is information in a material form in respect of which an interest, whether by license 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 license or otherwise; or
 - (vi) is in the public domain otherwise than due to a breach of this clause 8.

8.3 Survival

This clause 8 will survive the expiration or earlier termination of this Agreement.

9. INTELLECTUAL PROPERTY

9.1 Definitions

In this clause:

- (a) **Agreement Information** means all Information:
 - (i) brought into existence under or in accordance with this Agreement or for the purpose of undertaking the Project under this Agreement;

- (ii) incorporated in, supplied or required to be supplied along with the Information referred to in clause 9.1(a)(i); or
- (iii) copied or derived from Information referred to in clauses 9.1(a)(i) or 9.1(a)(ii); and
- (b) **Intellectual Property** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential Information under clause 8 kept confidential;
- (c) **Territory Information** means any Information provided by the Territory to the Recipient directly or indirectly for the purposes of this Agreement, or which is copied or derived from Information so provided, and includes all Confidential Information pursuant to clause 8.

9.2 Territory Information

- (a) Ownership of all Territory Information remains vested at all times in the Territory.
- (b) The Recipient must ensure that Territory Information is used, copied, supplied or reproduced only for the purposes of the fulfilling the Recipient's obligations under this Agreement.
- (c) If the Territory advises the Recipient of any restrictions or conditions attached to the Territory Information, the Recipient must only use that Territory Information in accordance with those conditions.
- (d) On the expiry or sooner termination of this Agreement, the Recipient must (at the Territory's option) return to the Territory, or delete or destroy, all Territory Information remaining in the possession or control of the Recipient.

9.3 Intellectual Property

- (a) Subject to clauses 9.2 and 9.3(b), the Intellectual Property in all Agreement Information will vest in the Recipient.
- (b) The Recipient grants to the Territory perpetual, irrevocable, royalty-free and licence fee-free worldwide non-exclusive licences (including a right of sub-licence) to use, copy, modify and exploit the Agreement Information.
- (c) 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.
- (d) 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 Agreement Information in the manner provided for in this clause.

9.4 Survival

This clause 9 will survive the expiration or earlier termination of this Agreement.

10. COMMUNICATIONS

- (a) In this clause, **Agreement Information** means all Information:
 - (i) brought into existence under or in accordance with this Agreement or for the purpose of undertaking the Project;
 - (ii) incorporated in, supplied or required to be supplied along with the Information referred to in clause 10(a)(i); or
 - (iii) copied or derived from Information referred to in clauses 10(a)(i) or 10(a)(ii).
- (b) The Recipient must comply with the requirements of the Barkly Regional Deal Communications Principles and Protocol at Attachment A in connection with any promotion and advertising material and other public documents and public

communications (for example annual reports, publications, letterheads, websites, when dealing with the media).

11. REPAYMENT OF UNSPENT OR MISUSED FUNDING

- (a) While the Barkly Regional Deal partners and the Governance Table will endeavour to ensure the Projects Fund is expended or committed to Projects Fund Recipients for expenditure in accordance with this Agreement, if, at the Completion Date, or earlier completion of the Project, or earlier expiry or termination of this Agreement (**the Relevant Date**) the Recipient still has any part of the Funding (excluding any part of the Funding legally committed for expenditure in accordance with this Agreement and which falls for payment thereafter) then:
 - (i) the Recipient must, within ten (10) Business Days of the Relevant Date return the remaining part of the Funding to the Territory; and
 - (ii) the Territory will make those funds available to the Barkly Backbone Team.
- (b) 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 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 7.3) 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.
- (c) Prior to issuing a notice pursuant to clause 11(b) 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.
- (d) Any amount payable to the Territory pursuant to this clause 11 must be paid within ten (10) Business Days of a request, direction or demand from the Territory to pay it.
- (e) A failure to comply with clause 11(d) 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 11(d) 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 12.1.
- (f) 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.

12. SUSPENSION AND TERMINATION

12.1 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 Project 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 materially breaches its obligations under the *Local Government Act 2008* (NT);
 - (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 Project, 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 Project in a manner satisfactory to the Territory;
 - (f) any clause in this Agreement provides that this clause 12.1 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 12.2 will apply; or
 - (h) terminate this Agreement, and clause 12.3 will apply.

12.2 Suspension

If the Territory suspends dealings with the Agreement and/or Funding pursuant to clause 12.1(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 12.3 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 undertaking the Project or undertake the Project 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.

12.3 Termination

- (a) The Territory may terminate this Agreement immediately by notice to the Recipient:
 - (i) if clause 12.1(h) or 12.2(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 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 12.3(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 12.3(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 11(f) 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.

13. GST (GOODS AND SERVICES TAX)

13.1 Definitions

For the purposes of this clause 13:

| | |
|--|---|
| "GST" | means the Goods and Services Tax imposed by or through the GST Act; |
| "GST Act" | means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth); |
| "GST Amount" | means the amount paid to you on account of the GST payable in respect of a Taxable Supply under this Agreement, which is calculated at the rate of GST applicable at the relevant time; |
| "Recipient Created Tax Invoice" | means a tax invoice issued by the Territory on the Recipient's behalf in accordance with the GST Act and associated GST rulings; and |
| "Taxable Supply" | has the same meaning as it has in the GST Act. |

13.2 Payment of taxes including GST

The Recipient must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this Agreement.

13.3 Amounts specified exclusive of GST

- (a) The Funding is GST exclusive.
- (b) The Territory must pay the Recipient the GST Amount (if any) at the same time as paying the Funding if the Recipient is registered or required to be registered for GST and the Funding is being provided in return for a Taxable Supply to the Territory.

13.4 Adjustment

If, for any reason, including:

- (a) any amendment to the GST Act;
- (b) the issue of a ruling or advice by the Commissioner of Taxation as defined in the GST Act;
- (c) a refund in respect of a supply made under this Agreement;
- (d) a decision of any tribunal or court; or
- (e) a change in the Recipient's registration status for GST purposes,

the GST Amount paid by the Territory differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation, the Territory must issue an appropriate recipient created adjustment note, and the Territory must pay the Recipient, or the Recipient must pay the Territory, any difference within 14 calendar days, as the case may be.

13.5 Exchange of information

The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause 13.

13.6 Invoicing

The Recipient must invoice the Territory as provided for in Item 7.

13.7 Loss or cancellation of GST registration

If the Recipient ceases to be registered for GST at any time during this Agreement, the Recipient must notify the Territory of the cessation of its GST registration within seven calendar days.

14. DISPUTE RESOLUTION

14.1 Disputes

Each party must follow the procedures in this clause 14 before starting court proceedings (except for urgent injunctive or declaratory relief).

14.2 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.

14.3 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 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.

14.4 Legal Proceedings

If the alternative process for resolving the dispute (such as further negotiations, mediation, conciliation or independent expert determination) fails, or if either party states that it does not wish to proceed with such alternative processes or the parties cannot otherwise agree on such an alternative process, then either party may commence legal proceedings against the other.

14.5 Parties to Perform Obligations

Notwithstanding the existence of a dispute, but subject to clause 12.1, each party must continue to perform its obligations under this Agreement.

15. NOTICES

15.1 Form and Service of Notices

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:

- (a) by hand delivering to the relevant person;
- (b) by sending a letter through registered mail to the relevant address for service; or
- (c) by sending an electronic mail to the relevant email address,

specified in the details of the parties appearing at the start of this Agreement, or such other contact person, address or email as may be advised by a party in writing from time to time.

15.2 Receipt of Notices

A notice given under clause 15.1 is deemed to be given, in the case of:

- (a) hand delivery, immediately on delivery;
- (b) registered mail, on the third Business Day after posting; and
- (c) email, at 9.00 a.m. on the first Business Day after sending provided that no automatic electronic notification has been sent on behalf of the addressee advising that the email is "undelivered" or the addressee is "out of office" or similar,

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.

16. FORCE MAJEURE

16.1 Meaning of Force Majeure

In this clause 16, **Force Majeure Event** means an event or a circumstance:

- (a) beyond the reasonable control of the party affected by it and which occurs without the fault or negligence of the party; and
- (b) 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
- (c) 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;

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.

16.2 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 16.2(b), whereupon such obligation will 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 16.2(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 16.2(a).
- (f) If:
 - (i) a party has invoked the operation of this clause; and
 - (ii) the same Force Majeure Event prevents or inhibits performance of any obligation or condition required to be performed under this Agreement for a period of 3 months,

then either party may terminate this Agreement by 20 Business Days' notice and, unless there has been a cessation of the event of the Intervening Event, this Agreement will automatically expire upon the expiry of those 20 Business Days.

17. GENERAL

17.1 No Merger

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 will continue to remain in full force and effect.

17.2 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.

17.3 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.

17.4 No Assignment

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

17.5 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 Project.

17.6 No Employment, Partnership Or Agency

- (a) Nothing in this Agreement or its performance gives rise to any relationship of employment, partnership or agency between the parties, and it is the express intention of the parties that any such relationships are denied.
- (b) The Recipient acknowledges that any agreement entered into between the Recipient and a third party in relation to this Agreement or the Project, 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.

17.7 Amendments

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

17.8 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.

17.9 Waiver and Time

- (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.

17.10 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.

17.11 Counterparts

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

17.12 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 Chief Minister and Cabinet)
pursuant to a delegation under the *Contracts Act*)
1978 (NT) in the presence of:)

Signature

Date: 2021

.....
Signature of Witness

.....
Name of Witness

The **COMMON SEAL** of the **BARKLY**)
REGIONAL COUNCIL was hereto affixed in)
accordance with section 26 of the *Local*)
Government Act 2008 in the presence of:)
)
)



Date: 16 April 2021

Signature of Chief Executive Officer

STEVE MOORE
Print name of Chief Executive Officer

Signature of Council member

JEFFREY MCLAUGHLIN
Print name of Council member

SCHEDULE 1 ITEMS

Item 1 APPROVED ACCOUNT

| | |
|-----------------|-------------------------|
| Bank Name: | ANZ Tennant Creek |
| Account Name: | Barkly Regional Council |
| BSB: | 015 889 |
| Account Number: | 405 913 019 |

Item 2 FUNDING

| Funding Period | Approximate Payment Date (subject to clauses 4.1 and 13) | Amount (excl GST) | Plus GST | Total (incl GST) |
|--|--|--|------------|--|
| Commencement Date to the Completion Date | Subject to clause 4.2, within 30 days of the Date of this Agreement. | \$2,000,000.00 | N/A | \$2,000,000.00 |
| | Within 10 days after receipt of the Commonwealth of Australia's part of the Amount by the Territory. | \$1,000,000.00 | N/A | \$1,000,000.00 |
| | Total Funding | \$3,000,000.00 (exclusive of GST) | N/A | \$3,000,000.00 (inclusive of GST) |

The parties acknowledge and agree that:

(a) they are both 'government-related entities' as defined in the GST Act;

and either

(b) the payment of the Funding is:

- i. covered by an appropriation under an Australian law or the COAG National Health Reform Agreement; and
- ii. calculated on the basis that the sum of the Funding and anything else that the Recipient receives from another person or entity in connection with, in response to or for the inducement of a supply the Recipient makes under this Agreement, or a

related supply, does not exceed the Recipient's anticipated or actual costs of making those supplies; or

- (c) the payment of the Funding is a kind of payment specified in the regulations made for the purpose of s 9-17 of the GST Act.

On the basis of the matters outlined in this Item 2, the parties rely on s9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.

Item 3 COMMENCEMENT DATE

Date of this Agreement.

Item 4 COMPLETION DATE

The date when the Recipient has provided the Territory with everything required to fully acquit the Funding pursuant to clause 7.2.

Item 5 REPORTING REQUIREMENTS

All Reports must be certified as correct by the Chief Financial Officer of the Recipient and signed by its CEO.

| REPORT | DATE REQUIRED |
|---|---|
| Progress Reports, in the form set out in Schedule 2, including itemising each Project Fund Recipient and the amount paid to that recipient within each progress period. | Within 30 days of the end of the previous quarter |
| Final Report, in the form set out in Schedule 3 | Within 60 days of the Completion Date |
| Funding Acquittal Statement, in the form set out in Schedule 4 | 30 July 2021 29 July 2022 |
| Any other reports or information as reasonably requested by the Territory | At such times as may be reasonably requested by the Territory |

Item 6 INTEREST RATE

The rate set by the Territory in its 20 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.

Item 7 TAX INVOICE REQUIREMENTS

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:

- (a) 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");

Romeo Mutsago

From: Murray Davies
Sent: Thursday, 22 February 2024 5:17 PM
To: Campbell, Glenda
Cc: AUS NT Council Claims
Subject: RE: BARKLY : potential claims

Thank you, Glenda,
For your kind clarification.
Enjoy the evening.
Kind regards,

Murray Davies | Director of Corporate Services
Barkly Regional Council
t: 08 8962 0000 | d: 08 8962 0001
m: 0408 368 186
e: murray.davies@barkly.nt.gov.au



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From: Campbell, Glenda <Glenda.Campbell@jlta.com.au>
Sent: Thursday, February 22, 2024 5:07 PM
To: Murray Davies <murray.davies@barkly.nt.gov.au>
Cc: AUS NT Council Claims <councilclaimsnt@jlta.com.au>
Subject: BARKLY : potential claims

CAUTION: This is an external email, please take care when clicking links or opening attachments.
When in doubt, contact your IT Department

Hi Murray,

Thanks for keeping us informed of these matters.

We have on file detail of the Ali-Curung Youth Centre contractual dispute and request that if there are any allegations of wrongdoing by Council or Members, to inform us immediately, there may be protections in place for such events, whether under your Trust Liability protection or Management Liability.

With regard to the second matter, we don't appear to have received full details, however can inform that the outcome will be the same, in relation to liability, the trigger is for allegations of negligence, ie wrongdoing by Council or Member.

An easy way of looking at liability coverage is – has council caused personal injury or property damage? Or in relation to Professional Indemnity – has Council been negligent, has there been any errors or omissions?

We are here for you to make your claim process as stress free as possible and look forward to hearing from you, should you choose to lodge claims, require further information or assistance.

Regards,
Glenda

Glenda Campbell | Account Broker, JLT Public Sector
JLT Risk Solutions Pty Ltd | Level 4, 9 Cavenagh Street, Darwin NT Australia 0800 | Locked Bag 2 Darwin NT Australia 0801
t: +61 8 8925 5304 | e: glenda.campbell@jlta.com.au | w: www.jltpublicsector.com
Follow us on [LinkedIn](#)

JLT Risk Solutions Pty Ltd (ABN 69 009 098 864 AFS Licence No: 226827) is a business of Marsh McLennan.

From: Murray Davies <murray.davies@barkly.nt.gov.au>
Sent: Thursday, February 22, 2024 2:33 PM
To: Campbell, Glenda <Glenda.Campbell@jlta.com.au>; Kempton, Chris <Chris.Kempton@jlta.com.au>
Subject: potential claims

CAUTION: This email originated outside the company. Do not click links or open attachments unless you are expecting them from the sender.

Good afternoon, Glenda and Chris,
Trusting that this finds you well.

Remember that we verbally discussed the Ali Curung Youth Centre project and that we are in litigation with the builder.

Currently, both sides have issued notices to terminate.

We are pursuing the matter as Prudent Self-insured.

At what point if any would our liability insurers take over the process, if necessary?

2: There was an offer to sell four allotments of land, held in the same title at Elliott, around 2 -3 years ago. With the new direction of Council, we are renegotiating the terms with a view to terminate, as the matter at present is only subject to an agreement, not contract. Again, operating as Prudent Self-insured, advising you of this matter in case it escalates.

In both matters, BRC is assisted by Povey Stirk solicitors in Alice Springs and an Adelaide-based Counsel.

Pleased to receive your clarification of insurance terms/benefits.
Thank you.
Kind regards,

Murray Davies | Director of Corporate Services
Barkly Regional Council

t: 08 8962 0000 | d: 08 8962 0001
m: 0408 368 186
e: murray.davies@barkly.nt.gov.au



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Barkly Regional Council**All Outstanding & Finalised Claims****WORKERS' COMPENSATION as at 12th November 2019 (GIO data - all claims finalised), 29th February 2024 (QBE data)**

| Client Code | Claim No. | Insurer | Status | Finalised Date | Date of Injury | Policy Period | Injured Worker | Accident / Loss Cause | Accident / Injury Description | Time Lost | Paid to Date | Recovered to Date | Outstanding Estimate | Total Cost |
|---------------|-----------|---------|-----------|----------------|----------------|----------------|----------------------|--|---|-----------|-------------------|----------------------|----------------------|----------------|
| BARKLY | A3986537 | GIO | Finalised | 24/02/2015 | 8/08/2014 | 2014/15 | Russell BILLINGS | Sprains & strains of joints & adjacent muscles | Sprains & Strains | 0 | \$ 85 | \$ - | \$ - | 85 |
| BARKLY | A3986508 | GIO | Finalised | 31/03/2015 | 13/08/2014 | 2014/15 | Jeff HERBERT | Contusion with intact skin surface and crushing injury excluding those with fracture | Unspecified | 4 | \$ 1,193 | \$ - | \$ - | 1,193 |
| BARKLY | A3986538 | GIO | Finalised | 29/12/2014 | 22/08/2014 | 2014/15 | Brendon LEMON | Sprains & strains of joints & adjacent muscles | Sprains & Strains | 1 | \$ 84 | \$ - | \$ - | 84 |
| BARKLY | A3986632 | GIO | Finalised | 19/01/2015 | 1/10/2014 | 2014/15 | Matthew HICKS | Contusion with intact skin surface and crushing injury excluding those with fracture | Unspecified | 0 | \$ 352 | \$ - | \$ - | 352 |
| BARKLY | A3986634 | GIO | Finalised | 24/12/2014 | 8/10/2014 | 2014/15 | Ricky POSTRAK | Mental Disorder | Other Person | 0 | \$ 1,078 | \$ - | \$ - | 1,078 |
| BARKLY | A3986498 | GIO | Finalised | 27/08/2015 | 16/07/2014 | 2014/15 | John MCMAHON | Foreign Body in Eye | Unspecified | 0 | \$ 352 | \$ - | \$ - | 352 |
| BARKLY | A3986745 | GIO | Finalised | 23/04/2015 | 9/12/2014 | 2014/15 | Steven HORTON | Sprains & strains of joints & adjacent muscles | Motor Vehicle Accident | 65 | \$ 18,212 | \$ - | \$ - | 18,212 |
| BARKLY | A3986639 | GIO | Finalised | 14/05/2015 | 28/10/2014 | 2014/15 | Mervyn CAMPBELL | Sprains & strains of joints & adjacent muscles | Vegetation | 3 | \$ 504 | \$ - | \$ - | 504 |
| BARKLY | A3986862 | GIO | Finalised | 12/05/2015 | 17/11/2014 | 2014/15 | Donald SIMPSON | Sprains & strains of joints & adjacent muscles | Unspecified | 0 | \$ - | \$ - | \$ - | - |
| BARKLY | A3987044 | GIO | Finalised | 10/08/2015 | 27/05/2015 | 2014/15 | Allan JAMES | Foreign Body in Eye | Ferrous and non-ferrous metal | 2 | \$ 899 | \$ - | \$ - | 899 |
| BARKLY | 10 | | | | | 2014/15 | | | | | \$ 22,759 | \$ - | \$ - | 22,759 |
| CENTRAL | A3986453 | GIO | Finalised | 3/12/2018 | 2/07/2014 | 2014/15 | Sarina ISLES | Poisoning and Toxic Effects | Spider | 0 | \$ 213,982 | \$ 726 | \$ - | 213,255 |
| CENTRAL | A3986495 | GIO | Finalised | 24/03/2016 | 11/07/2014 | 2014/15 | Karen LIGHTOWLER | Mental Disorder | Other Person | 0 | \$ 48,666 | \$ 3,003 | \$ - | 45,663 |
| CENTRAL | A3986582 | GIO | Finalised | 28/04/2015 | 19/09/2014 | 2014/15 | Karen LIGHTOWLER | Contusion with intact skin surface and crushing injury excluding those with fracture | Unspecified | 0 | \$ 145 | \$ - | \$ - | 145 |
| BARKLY | A39872226 | GIO | Finalised | 31/05/2016 | 31/08/2015 | 2015/16 | Allan JAMES | Sprains & strains of joints & adjacent muscles | Sprains & Strains | 0 | \$ 352 | \$ - | \$ - | 352 |
| BARKLY | A3987212 | GIO | Finalised | 12/10/2015 | 8/09/2015 | 2015/16 | Mervyn CAMPBELL | Sprains and strains of joints and adjacent muscles | Sprains & Strains | 10 | \$ 2,080 | \$ - | \$ - | 2,080 |
| BARKLY | A3987462 | GIO | Finalised | 7/09/2016 | 9/03/2016 | 2015/16 | Darren BATHERN | Foreign Body in Eye | Ferrous and non-ferrous metal | 0 | \$ - | \$ - | \$ - | - |
| BARKLY | A3987493 | GIO | Finalised | 25/10/2016 | 23/03/2016 | 2015/16 | Zaim DUPOVAC | Sprains and strains of joints and adjacent muscles | Other Outdoor Environmental Agencies | 0 | \$ 1,193 | \$ - | \$ - | 1,193 |
| BARKLY | A3987599 | GIO | Finalised | 2/09/2016 | 12/05/2016 | 2015/16 | Allan JAMES | Foreign body | Other agencies, not elsewhere classified | 0 | \$ 509 | \$ - | \$ - | 509 |
| BARKLY | A3987512 | GIO | Finalised | 26/10/2016 | 11/04/2016 | 2015/16 | Samuel Steffensen | Sprains and strains of joints and adjacent muscles | Crates, cartons, boxes, cases, drums, kegs, barrels, cans | 0 | \$ - | \$ - | \$ - | - |
| BARKLY | 6 | | | | | 2015/16 | | | | | \$ 4,134 | \$ - | \$ - | 4,134 |
| BARKLY | AD2130540 | QBE | Finalised | 3/04/2020 | 16/11/2016 | 2016/17 | Glen TOWNSEND | DROVE BACK HOE TO A POWER LINE | STRESS/ANXIETY | Y | \$ 312,782 | \$ - | \$ - | 312,782 |
| BARKLY | AD2133310 | QBE | Finalised | 28/07/2017 | 15/02/2017 | 2016/17 | Brett TURNER | PART OF MACHINE GLAZED IP*ARM | BRUISING & SWELLING | Y | \$ 440 | \$ - | \$ - | 440 |
| BARKLY | AD2138732 | QBE | Finalised | 27/04/2018 | 21/06/2017 | 2016/17 | Munish SINGLA | FELL OFF A LADDER | IMPACT / BUMP | Y | \$ 32,164 | \$ - | \$ - | 32,164 |
| BARKLY | AD2139059 | QBE | Finalised | 3/11/2017 | 1/04/2017 | 2016/17 | Glen TOWNSEND | INADEQUATE CUSTOMER SERVICE | MAJOR DEPRESSION & PTSD | N | \$ 1,448 | \$ - | \$ - | 1,448 |
| BARKLY | 4 | | | | | 2016/17 | | | | | \$ 346,833 | \$ - | \$ - | 346,833 |
| BARKLY | AD2145470 | QBE | Finalised | 6/02/2018 | 30/10/2017 | 2017/18 | Dick MILLER | SLIPPED AND FELL | BRUISING | Y | \$ 1,377 | \$ - | \$ - | 1,377 |
| BARKLY | AD2148227 | QBE | Finalised | 4/04/2018 | 7/02/2018 | 2017/18 | Ruza AHEARN | CUT TOP OF MY THUMB | CUT | Y | \$ 1,265 | \$ - | \$ - | 1,265 |
| BARKLY | AD2149495 | QBE | Finalised | 7/05/2018 | 4/03/2018 | 2017/18 | Rueangsuk PONGKRATOK | SLIPPED POT AND FELL ON HEAD | CONCUSSION | N | \$ 2,778 | \$ - | \$ - | 2,778 |
| BARKLY | AD2150482 | QBE | Finalised | 8/11/2018 | 21/03/2018 | 2017/18 | Donna EDDIE | WORKPLACE STRESS | ANXIETY DEPRESSION STRESS | Y | \$ 14,715 | \$ - | \$ - | 14,715 |
| BARKLY | AD2155697 | QBE | Finalised | 8/11/2019 | 11/04/2018 | 2017/18 | Susan HICKS | INAPPROPRIATE SEXUAL BEHAVIOUR | SEVER ANXIETY | \$ | \$ 237,124 | \$ (7,986) | \$ - | 237,124 |
| BARKLY | AD2151952 | QBE | Finalised | 31/05/2019 | 8/05/2018 | 2017/18 | Brendon JEFFS | PICKED UP A BAG WITH NEEDLE | NEEDLE PRICK | \$ | \$ 75,341 | \$ - | \$ - | 75,341 |
| BARKLY | AD2167924 | QBE | Finalised | 22/09/2020 | 15/03/2018 | 2017/18 | Lee KIRSCHNER | BULLYING BEHAVIOUR AT WORK | ANXIETY - SEVERE | \$ | \$ 306,305 | \$ (130) | \$ - | 306,305 |
| BARKLY | 7 | | | | | 2017/18 | | | | | \$ 638,905 | \$ (8,116) | \$ - | 638,905 |
| BARKLY | AD2159499 | QBE | Finalised | 23/01/2019 | 2/11/2018 | 2018/19 | Shane BUTTERWORTH | FELL FROM ROOF | CUT/BRUISING | \$ | \$ 2,210 | \$ - | \$ - | 2,210 |
| BARKLY | AD2163870 | QBE | Finalised | 25/06/2020 | 29/08/2018 | 2018/19 | Alba-Lux BROCKIE | CHANGED WORK HOURS | ANXIETY | \$ | \$ 95,975 | \$ - | \$ - | 95,975 |
| BARKLY | AD2163902 | QBE | Finalised | 29/08/2019 | 26/03/2019 | 2018/19 | Shirley KUNOTH | TRIPPED OVER PAVING | FRACTURE | \$ | \$ - | \$ - | \$ - | - |
| BARKLY | 3 | | | | | 2018/19 | | | | | \$ 98,185 | \$ - | \$ - | 98,185 |
| BARKLY | AD2168043 | QBE | Finalised | 12/09/2019 | 25/07/2019 | 2019/20 | Robert BALDRY | CUT FINGER OPENING METER BOX | CUT | \$ | \$ 685 | \$ - | \$ - | 685 |
| BARKLY | AD2168282 | QBE | Finalised | 9/09/2020 | 6/08/2019 | 2019/20 | Thomas LEADER | RATCHET SLIP OFF HIT MOUTH | BROKEN TEETH | \$ | \$ 950 | \$ - | \$ - | 950 |
| BARKLY | AD2174251 | QBE | Finalised | 29/05/2020 | 10/12/2019 | 2019/20 | Andrew RAE | FELL IN HOLE | TORN MENISCUS | \$ | \$ 4,347 | \$ - | \$ - | 4,347 |
| BARKLY | AD2176213 | QBE | Finalised | 29/06/2020 | 14/04/2020 | 2019/20 | Charles MAY | TIGHTENING BOLTS TORQUE WRENCH | STRAIN/ SPRAIN | \$ | \$ 2,339 | \$ - | \$ - | 2,339 |
| BARKLY | AD2176330 | QBE | Finalised | 24/06/2020 | 14/04/2020 | 2019/20 | Thomas LEADER | DOING A RATCHET STRAP ON TRUCK | MUSCLE SPASMS | \$ | \$ 998 | \$ - | \$ - | 998 |
| BARKLY | AD2178687 | QBE | Finalised | 22/12/2020 | 20/04/2020 | 2019/20 | Owen TORRES | OVERBURDENED WITH WORK NEEDS | ADJUSTMENT DISORDER | \$ | \$ - | \$ - | \$ - | - |
| BARKLY | AD2176945 | QBE | Finalised | 30/09/2020 | 6/05/2020 | 2019/20 | Timothy HEMA | STEPPED BACKWARD | STRAIN | \$ | \$ - | \$ - | \$ - | - |
| BARKLY | AD2177621 | QBE | Finalised | 4/01/2022 | 8/05/2020 | 2019/20 | Elaia SEMISI | BULLYING AND HARASSMENT | WORK RELATED STRESS/ANXIETY | \$ | \$ 167,730 | \$ (1,650) | \$ - | 167,730 |
| BARKLY | 8 | | | | | 2019/20 | | | | | \$ 177,049 | \$ (1,650.00) | \$ - | 177,049 |
| BARKLY | AD2180161 | QBE | Finalised | 9/10/2020 | 11/08/2020 | 2020/21 | David LIGHTOWLER | OTHER PERSON BLOOD | EXPOSURE TO BLOOD | \$ | \$ 567 | \$ - | \$ - | 567 |
| BARKLY | AD2180639 | QBE | Finalised | 21/09/2023 | 23/07/2020 | 2020/21 | Robert BALDRY | UNLOADING HEAVY BATTERIES | INFLAMED TENDONS | \$ | \$ 3,360 | \$ - | \$ - | 3,360 |
| BARKLY | AD2181936 | QBE | Finalised | 29/01/2021 | 2/09/2020 | 2020/21 | Ralph ULAMARI | PIECE OF METAL FLEW UP | FOREIGN BODY | \$ | \$ 1,013 | \$ (194) | \$ - | 1,013 |

AGENDA Audit and Risk Committee 8 March 2024

| | | | | | | | | | | | | | | | | | |
|-----------------------|-----------|-----|-----------|------------|------------|----------------|---------------------------|---|---|-----------|------------------|-----------|-----------------|-----------|----------------|-----------|------------------|
| BARKLY | AD2182558 | QBE | Finalised | 6/04/2021 | 7/10/2020 | 2020/21 | Jeremy TSAVARIS | CONTACT WITH BLOOD FLUID | EXPOSURE TO BLOOD | \$ | 528 | \$ | - | \$ | - | \$ | 528 |
| BARKLY | AD2183548 | QBE | Finalised | 3/02/2021 | 4/10/2020 | 2020/21 | Michelle BATES | SLIP WHILE STANDING ON RATES | AXIAL COMPRESSION INJURY | \$ | 276 | \$ | - | \$ | - | \$ | 276 |
| BARKLY | AD2188004 | QBE | Finalised | 4/06/2021 | 25/03/2021 | 2020/21 | Kevin NEADE | CUT LEG ON SHARP METAL EDGE | LACERATION | \$ | 1,123 | \$ | - | \$ | - | \$ | 1,123 |
| BARKLY | AD2191281 | QBE | Finalised | 16/02/2024 | 28/06/2021 | 2020/21 | Victoria SHERRAH | GETTING OUT OF 4WD | MENISCAL TEAR *R knee | \$ | 154,617 | \$ | (124) | \$ | - | \$ | 154,617 |
| BARKLY | 7 | | | | | 2020/21 | | | | \$ | 161,484 | \$ | (318) | \$ | - | \$ | 161,484 |
| BARKLY | AD2191983 | QBE | Finalised | 18/10/2021 | 19/07/2021 | 2021/22 | Orawan SULLIVAN | TRIPPED OVER VACUUM CORD | MUSCULOSKELETAL / BRUISE | \$ | 590 | \$ | - | \$ | - | \$ | 590 |
| BARKLY | AD2194276 | QBE | Finalised | 19/04/2022 | 20/09/2021 | 2021/22 | Anna TOMLINSON | CAR ACCIDENT | MUSCULAR TRAUMA WITH BRUISING | \$ | 1,474 | \$ | - | \$ | - | \$ | 1,474 |
| BARKLY | AD2194681 | QBE | Finalised | 17/10/2022 | 29/09/2021 | 2021/22 | Yvette PORTER-SMITH | TRIPPED | PAIN AND SWELLING | \$ | 14,502 | \$ | - | \$ | - | \$ | 14,502 |
| BARKLY | AD2194349 | QBE | Finalised | 30/03/2023 | 24/08/2021 | 2021/22 | David LIGHTOWLER | LIFTING TABLE | JARRED RIGHT SHOULDER | \$ | 42,984 | \$ | - | \$ | - | \$ | 42,984 |
| BARKLY | AD2197049 | QBE | Finalised | 27/03/2022 | 24/11/2021 | 2021/22 | Orawan SULLIVAN | LANDING | MUSCLE STRAIN | \$ | 975 | \$ | - | \$ | - | \$ | 975 |
| BARKLY | AD2200023 | QBE | Finalised | 20/04/2022 | 8/02/2022 | 2021/22 | Roy LEVIAN | SAFE GUARD SENSOR FAILING | FRACTURE | \$ | 7,025 | \$ | - | \$ | - | \$ | 7,025 |
| BARKLY | AD2201808 | QBE | Finalised | 11/07/2022 | 28/03/2022 | 2021/22 | Ray HOCKING | METAL BAR FELL ON FOOT | SEVERE BRUISING | \$ | 580 | \$ | - | \$ | - | \$ | 580 |
| BARKLY | AD2204221 | QBE | Finalised | 13/07/2022 | 3/05/2022 | 2021/22 | Dick MILLER | SLIPPED OVER CONCRETE | SPRAIN | \$ | 189 | \$ | - | \$ | - | \$ | 189 |
| BARKLY | AD2204489 | QBE | Finalised | 23/11/2023 | 3/03/2022 | 2021/22 | Erini TSAVARIS | SEXUAL HARASSMENT | DEPRESSION | \$ | 76,929 | \$ | - | \$ | - | \$ | 76,929 |
| BARKLY | AD2207209 | QBE | Finalised | 30/01/2023 | 26/05/2022 | 2021/22 | Renjith KOLLAKKOMBIL JOSE | UNSPECIFIED | STRESS DEPRESSION ANXIETY | \$ | 3,611 | \$ | - | \$ | - | \$ | 3,611 |
| BARKLY | AD2209904 | QBE | Finalised | 1/09/2023 | 11/03/2022 | 2021/22 | Robert BALDRY | CARRYING MAIL BAGS | L SHOULDER INJURY | \$ | 6,246 | \$ | - | \$ | - | \$ | 6,246 |
| BARKLY | 11 | | | | | 2021/22 | | | | \$ | 155,105 | \$ | - | \$ | - | \$ | 155,105 |
| BARKLY | AD2206119 | QBE | Finalised | 16/05/2023 | 10/07/2022 | 2022/23 | David LIGHTOWLER | ORGANISATIONAL CHANGE | WORK STRESS | \$ | 68,976 | \$ | - | \$ | - | \$ | 68,976 |
| BARKLY | AD2207726 | QBE | Finalised | 21/02/2023 | 25/07/2022 | 2022/23 | Sharen LAKE | EXCESSIVE WORKLOAD | HYPERTENSIVE & ANXIOUS | \$ | 106,873 | \$ | - | \$ | - | \$ | 106,873 |
| BARKLY | AD2207776 | QBE | Finalised | 25/05/2023 | 12/08/2022 | 2022/23 | Irena BUTKIEWICZ | WORK STREET DUE TO BULLYING | STRESS ANXIETY | \$ | 600 | \$ | - | \$ | - | \$ | 600 |
| BARKLY | AD4000023 | QBE | Finalised | 6/09/2023 | 1/11/2022 | 2022/23 | Richard BIANCO | Bullying and victimization from staff member- Mental Health | Adjustment disorder- Psychological | \$ | 5,806 | \$ | - | \$ | - | \$ | 5,806 |
| BARKLY | AD4000267 | QBE | | | 8/03/2023 | 2022/23 | Gregory CARNEY | Getting hired out to do jobs for other people | Work related stree *Psychological | \$ | 2,316 | \$ | (600) | \$ | 106,581 | \$ | 108,897 |
| BARKLY | 5 | | | | | 2022/23 | | | | \$ | 184,571 | \$ | (600) | \$ | 106,581 | \$ | 291,152 |
| BARKLY | AD4000316 | QBE | Finalised | 13/12/2023 | 24/07/2023 | 2023/24 | Louis MACMAHON | Run off Road | Anxiety & Stress | \$ | - | \$ | - | \$ | - | \$ | - |
| BARKLY | AD4000361 | QBE | | | 25/08/2023 | 2023/24 | Josala QALO | Operating skid steer machine & the machine tipped over | Headache abdominal pain chest pain*Legs hand & h | \$ | - | \$ | - | \$ | 33,950 | \$ | 33,950 |
| BARKLY | AD4000612 | QBE | | | 26/12/2023 | 2023/24 | Aaron MCDONNELL | Recent house breakin on community, robbery | Stress lack of sleep anxiety and concentration di | \$ | - | \$ | - | \$ | 106,000 | \$ | 106,000 |
| BARKLY | AD4000681 | QBE | | | 15/09/2023 | 2023/24 | Kevin NEADE | Unclear mechanism. Took on a physical role with whipper sn | Tendonitis*L wrist | \$ | - | \$ | - | \$ | - | \$ | - |
| BARKLY | 4 | | | | | 2023/24 | | | | \$ | - | \$ | - | \$ | 139,950 | \$ | 139,950 |
| TOTAL 10 YEARS | 65 | | | | | | | | | \$ | 1,789,025 | \$ | (10,684) | \$ | 246,531 | \$ | 2,035,556 |

3 CONFIRMATION OF COMMITTEE MEETING MINUTES

Confirmation Of Committee Meeting Minutes

3.1 Confirmation of Previous Minutes

Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Committee receives and confirms the minutes from the Audit & Risk Committee Meeting held on 22 February 2024 as true and accurate.

ATTACHMENTS:

1. Audit___ Risk Committee Minute 22 [**3.1.1** - 12 pages]



MINUTES OF MEETING AUDIT COMMITTEE MEETING

Thursday 22 February 2024

Barkly Regional Council's Ordinary Council Meeting will be held
in Council Chambers, 41 Peko Road, Tennant Creek
on Thursday 22 February 2024 at 12:30 pm.

Ian Bodill
Chief Executive Officer

OUR VISION

We strive to be a responsive, progressive, sustainable council which respects, listens to and empowers the people to be strong.

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policies and budgets to ensure our programs and services are progressive and sustainable.

Respect is shown in everything we do, and we have acceptance of all cultures in the Barkly Region and their practices through a culturally competent Council.

We are a responsible Council. We will be a responsive Council.

We want to empower local decision making.

We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

We want to be able to sustain our environment – our communities, our physical places, our people, and our organisational culture.

We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region. We need to be realistic, transparent, and accountable.



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1 OPENING AND ATTENDANCE

1.1 Committee Members Present

- Karan Hayward
- Noel Clifford
- Gareth Muchinguri
- Shane Smith

1.2 Staff Members And Visitors Present

- Ian Bodill – CEO
- Peter Holt – Official Manager
- Faye Jennings – Executive Manager
- Romeo Mutsago – Chief Financial Officer
- Ruth Morley

1.3 Apologies

NIL

1.4 Absent Without Apology

NIL

1.5 Disclosure of Interest

No disclosure of interest to declare.

Action Item:

- Karan and Gareth required to complete declaration of interest.

2 ACTIONS FROM PREVIOUS MINUTES

NIL

3 CONFIRMATION OF COMMITTEE MEETING MINUTES

Confirmation Of Committee Meeting Minutes

3.1 Confirmation of previous minutes

Reference

Author Emmanuel Okumu (Governance Manager), Romeo Mutsago (Chief Finance Officer)

MOTION

That the Committee receives and confirmed the minutes from the Audit and Risk Committee Minutes of Meeting held on 25th September and 10th November 2023 as true and accurate.

Noel Clifford and Shane Smith present at previous meeting.

Noel noted new Agenda items:

1. Members require sufficient time to review audited financials
2. More information required on unexpended grants
3. More information required on contingent liabilities

Motion moved: Noel Clifford

Seconded: Shane Smith

4 REGISTER OF MOTIONS

Nil

5 UPDATED COMMITTEE WORK PROGRAM REPORTS

Committee Work Program Report. This ties into the Community Project fund which talks about ongoing projects within BRC and progress updates. It would be beneficial to have this report for future meetings.

6 GENERAL BUSINESS

General Business

6.1 YTD January 2024 financial statements

Reference

Author Emmanuel Okumu (Governance Manager), Romeo Mutsago (Chief Finance Officer)

MOTION

That the Audit and Risk Committee received and notes the YTD January 2024 Financial Statement.

- Romeo - BRC is in a sound financial position. The business has enough cash for the foreseeable future to meet their obligations.
- Noel – actual income that we’re reporting is slightly ahead except for operational grants. Sitting around 9.8M but budget is about 11.3M – about 1.5M difference. Romeo advised it’s simply due to timing. Part of the operational loss should be turned around by the receipt of those in the next period if not wiped out.
- Noel – Cash flow statement is not readily apparent. Romeo advised that at the end of the year 2023 we received cash funding for this FY so the cash balance was showing much higher cash reserves.
- Ruth - one of the terms of reference in Ruths investigation is the planning and Local Authorities. Ruth has found that there are Infrastructure wish lists from 2021 that in the 2022/2023 annual report were supposed to be updated. There are no budgets against that infrastructure wish list; in the 2023/2024 annual report there are a series of community plans that were taken from the Barkly Backbone document that is also unbudgeted.
- This raises the question - Are the budgets adequately addressing the infrastructure or community plans that feature in the Regional plans 2022/2023 and are they budgeted for in the 2024/2025 plan?
- This poses a potential risk that needs to be addressed and prior to any audit being settled.
- Shane – The Audit for the previous year has already been signed off and submitted to the NTG. Anything going forward we will make notes to and to the points raised with no budget allocation for the budget items identified Romeo is asked to address/respond.
- Romeo – Can confirm that we have not received funding for these capital projects. BRC is always actively exploring opportunities for funding for community for capital projects.
- Ruth – Agenda Item – It would be beneficial to have a progress report prepared ready for the 2024/2025 Annual Report.

- Noel – Outline what were the commitments the council signed up for; and what was the plan for it.
- Karan – Barkly Regional deal. The previous Tennant Creek town council made commitments that they would auspice money along with undertaking infrastructure projects with community consultation. Grants to cover these infrastructure projects were however not applied for. This results in the Community still holding onto the vision that these things will come to fruition. The funding, however, was not applied for and was not available to complete these projects. This ties back to the Community Works program report.
- **Action Item – Provide a copy of the Community Works Program Report**
- Noel – This entire process needs to be revisited and come up with a plan that is more appropriate in the circumstances and at the same time action it with NTG to see where we can take it. Also suggest Community consultation with an update.
- Peter – Council does have its own budgets so as much as there are projects that require external funding – what have BRC done with their own funding? Are there elements of those plans that should have been covered off by BRC Infrastructure investments that need to be cleared up.
- Ruth – local authority underspends also need to be budgeted.
- Shane – to summarise (Table 103 – Community Project Funds) requires review.
- **Action Item – Romeo to expand on Table 103 – Community Project Funds. Highlight items that have been put forward by the community subject to funding; endorsed by BRC and whereby the Council is seeking funding.**
- Of the projects that have been funded:
 - Where are the funds?
 - Where have they come from?
- BRC will need to review the infrastructure plans with the local authorities and budget accordingly.
- Peter – A large portion of the infrastructure plans that the Backbone did previously came with promise, but no realistic outcome based on the scale of available funds. Backbone plans were not created with community consultation or feedback – assumptions were made with a blanket approach for all communities. Our regional plan this year involves Community consultation specific to each region and aligns with each individual Local Authority. It provides a much clearer reflection of a realistic understanding of what's possible from budget funds – Councils budget; Local authority funds; Grant funding.
- Romeo – Current budget cycle. Consultations starting end of the Feb after the next Council meeting 23.2.2024. The scheduled calendar has been circulated ready for plan completion 1st July.
- Shane – expenditure spend on elected members looked high.

Motion Moved: Noel Clifford

Motion Seconded: Shane Smith



General Business

6.2 Revised Procurement Policy Review

Reference

Author Emmanuel Okumu (Governance Manager), Romeo Mutsago (Chief Finance Officer)

- Shane – what are the current issues under procurement that is driving a review of policy as opposed to conducting an internal audit on the management of procurement within council.
- Peter – Current Terms of reference state we have a best practice policy in place. However, the issues in the forefront are – are we following policy; variations to grants; underquoting on tenders for procurement. Original terms of reference to not address that. Council has its own procurement policies but there are no records of variations on contracts. Questions raised – are we following our policy; are contractors also working in line with our policy. What are we accepting and how are we holding contractors to account?
- Noel – probity audit is required rather than policy review.
- Peter – Council Motion September 2023 - Procurement review was requested by council to review the probity of procurement not the policy.
- Romeo – Resolution was passed to review the policy to ensure it aligned with best practice in other Councils. Variations – arose because of Barkly Regional Deal projects. Governance table approved a spend but BRC spent a different amount. There is no record of these expenditures in 2021/2022 Council minutes.
- Noel – The above are project management issues. Not policy and procurement.
- Objectives and scopes need to be put in place for this appropriately. If focus isn't put on improving internal controls then BRC will continue to get the same end result. This is not a procedure matter. Consideration needs to be given to understand what BRC need from this Policy change and determine what the expected result is.
- Shane – what are BRC trying to achieve by reviewing the Policy:
 - Policy should be set to adhere to legislation
 - Ensure value for money
 - Indigenous ownership/management
 - Environment and sustainability considerations
 - Scoring regime within tenders and contracts
- Projects should be run within budgets – this is internal control and project management reviews should be undertaken to ensure there are minimal project overspends or variations.



- Romeo – the current policy was revised and approved by the Council in April 2023.
- Peter – Council resolution stands.
- Recommendation – Suggest this policy review be deferred until there is a new reinstated council.
 - Internal investigation review
 - Internal controls
 - Procurement engagement ensuring contracts are written up correctly to protect council
- Agenda Item – defer and review of Policy April 2025.
- Action Item:
 - Defer the policy review
 - Conduct an Internal audit of procurement actions and serving of contract management within Council.
 - Review engagement of contract and contract wording to ensure clauses to protect the Council are in place

Motion Moved: **Shane Smith**

Motion Seconded: **Noel Clifford**

General Business

6.3 Variations Under BRD

Reference

Author Emmanuel Okumu (Governance Manager), Romeo Mutsago (Chief Finance Officer)

MOTION

That Committee notes the variations as basis for the revision of procurement policy terms of reference:

- Romeo – Approvals have been granted in the past on projects resulting in significant overspend. 2021/2022 there are no council records in Council Minutes where the matters were brought to Council to discuss overspend variations or seek approval.
- Peter
 - Recreation Room in Ampilatwatja is unusable because of flood inundation.
 - Tennant Creek Youth Centre – ongoing costs associated with design issues
 - Overspend but no controls were in place to capture this. There were no checks and balances when additional funding was spent.
 - Ali Curung Youth Centre – outstanding. Contract awarded. Contractor has come back with continual variations to original project plan. Federal Funded.
- Romeo – Overspend comes out of BRC budget funds. Reducing \$ available for future capital projects.
- Ruth – The overspent funds to meet the increase for the Ali Curung Youth Centre were committed to without due diligence and consequently will need to be litigated to get BRC out of the commitment. Contract signed between BRC and Contractor.
 - What's our legal budget going forward to cover associated costs?
- Romeo – no budget for legal fees for Ali Curung or Elliot.
- Elliot – arrangement engaged with developer and BRC to purchase land for \$1.00. Estimated value of land is \$100k. Under negotiations currently. Previous CEO had committed to this deal.
- Noel – Notify insurance company immediately of actions associated with both cases. These are liabilities. Both claims can be disregarded if not notified.

- Agenda Items:
 - Contingent liabilities
 - Legal Matters
 - Fair work matters
 - Number of current claims
 - Number of incidents which could result in a claim
 - Number of Active Worker's
 - Compensation Claims
 - Worker's Compensation Premium Percentage
- Shane – claims outstanding/lodged should be included on a register.
- Noel - Year End – Prepare legal representation letter outlining that these items will need to be disclosed – this should be sent well in advance for transparency.
- Shane – evident that there are risks around project management and contract management. Action Item – Peter to forward any policies around contract management that BRC has in place. This needs review to get an understanding of the current sign-off process for any contracts that result incur variations/change to contract.
- Ian - \$3M Barkly Regional Deal - \$1.5 territory government; Federal Gov \$1.5; BRC \$3M. 10-year programme.
- Action Item – Ian to provide to Audit Committee team a copy of the document signed by CEO Steve Moore and Mayor Jeffrey McLaughlin in relation to Councils commitment to the \$3M.
- Peter – Steve Edgington agreed to in kind support and commitment to money over 10 year period. Committed to \$1M banked within a month; \$2M banked within the second month. All overspends are part of the \$3m. The reality is the contracts been signed; no checks have been undertaken; who's responsible for what/when; contract was for money to be set aside.
- Action item – write letter to Aust. Govt and NT Govt. requesting change to BRD and change to contract
- Action Item – investigate use of Buy Local – to not have to reinvent the wheel
 - CEO Authority
 - Contract process review
 - Write to NTG and Commonwealth advising current situation on in-kind agreements notifying them of variations to the contract
 - Legal issues updates
 - Ali curung
 - Elliot land issue
 - Procedure legal review of contracts
 - Council develop policy for reviewing contracts before execution and due diligence/detailed operation report from CEO before the contract is approved.

Agenda – Project Contract Management document

- Projects
- Funding
- In-kind contribution/cash contribution
- Total funding (budget)
- Received to date
- Expenses to date
- % of completion
- Comments

Action Item –

What Insurance policies does BRC have in place.

Number of current claims

Number of incidents which could result in a claim

Number of Active Worker's Compensation Claims

Worker's Compensation Premium Percentage

Romeo to review Grants report.

ADDITIONAL- General Notes by the Committee Chair – Shane Smith

1. members require sufficient time to review audited financials
2. more information required on unexpended grants
3. more information required on contingent liabilities

Updated committee works program reports - should be report as per page 103
January financials

1. Timing differences with revenue down compared to budget.
2. Budget doesn't contain projects contained in 2021 infrastructure plan and community plans.
3. There are many projects but no funds available for them. Funding needs to be sort from Aust Govt and NT govt.

Procurement policy review

1. main issue is the approval and payment of contractor variations from submitted Tender
2. very little documentation of approval and not signed off by council
3. Council requested policy review in September 2023 of policy approved in April 2023
4. Review of policy will not result in desired outcome to improve contract management and procurement results and internal controls

Actions 1. defer policy review until April 2025 2. Conduct internal audit of procurement and contract management of council contracts 3. Review of standard contract wording and create standard service contracts

Variation under BRD

BRD is \$3m from BRC, \$1.5 from Aust Govt and \$1.5 from NT govt. Contract is all cash contributions which is different to the original proposed in kind contribution.

Project issues with Ampl Rec Hall upgrade, over spend and now flooded and unusable.

Action

1. Legal issues report on current situation with

Ali Curung Rec Centre

Elliott land transaction

2. Legal review of contract policy - how are contracts prepared, due diligence conducted, reviewed and signed off by council or CEO

3. Write letter to Aust Govt and NT govt requesting change to BRD and change the contract

4. Investigate use of Buy Local - to not have to reinvent the wheel

5. Project/Contract management financial report to be standing item on agenda. Is probably agenda item 5.

6. Council needs to notify its insurers of all current matters ASAP

7. New standing item of insurance notification and matter that may become insurance claims

Next meeting 8th March in the afternoon

7 CLOSE OF MEETING 1:57pm

4 REGISTER OF MOTIONS

Nil

5 UPDATED COMMITTEE WORK PROGRAM REPORTS

Updated Committee Work Program Reports

5.1 Draft A&R Committee Work Program.

Author Romeo Mutsago (Deputy CEO & Chief Finance Officer)

RECOMMENDATION

That the committee receives and notes the Draft of BRC Audit & Risk Committee work program.

SUMMARY

In the previous committee meeting, the members requested that the Audit & Risk Committee work program be included in the agenda. This is to request the Audit and Risk committee to receive and note the work program attached.

ATTACHMENTS:

1. ARC Work Program1 [5.1.1 - 3 pages]

Draft BRC Audit & Risk Committee (ARC) – work program

| Charter ref TBA | Description | Action/s required | Progress to March 2023 |
|-----------------|--|---|---|
| | Audit Committee Charter | Discuss and agree on 2024 ARC Charter based on revised ANAO Best Practice Guideline. | TBC |
| | Forum for communication - between BRC Executive team & external auditors | Periodically meet with Executive Team to discuss ARC reports from the Executive. | Ongoing Deputy CEO & CFO assigned Risk Management responsibility. External Auditor – reappointment for FY2025 after FY2024 reporting is concluded. |
| | Annual Financial Statements - independent view | Review the annual financial statements for the FY2023 and to provide the Council with an authoritative and credible view of the financial performance of BRC. | Audited 2022-2023 financial statements and audit report provided to ARC members. |
| | Interim Financial Statements – BRC reports monthly to NTG LGU | Review interim reports and provide feedback to BRC. | Completed |
| | Auditor's Report to Management - independent view | In conjunction with annual financial statements review. | FY2023 issues were reported and resolved. |
| | Annual Report - independent view | Review Annual Report and provide independent view of alignment of non-financial outcomes and financial performance. | FY2023 Annual Report finalised and lodged on time. |
| | Regional Plan – FY2024 approved and lodged on time with NTG LGU. | ARC awareness of the management approach being pursued for medium and longer term financial planning. Independent oversight and input to provide BRC with advice. | <ul style="list-style-type: none"> Performance Information Framework will be developed through 'dashboards' for key performance indicators. All key metrics in the annual report to be defined. FY2025 Regional Plan remains work-in-progress Annual Performance Statement to be included in the FY2024 annual report. |
| | Long term financial plan and medium term financial framework - Key aim will be to reduce funding/growth risks, and set financial targets. | ARC awareness of the management approach being pursued for medium and longer term organisation and financial planning. | LTFP updated for draft FY2025 Regional Plan. |

| | | | |
|--|--|--|--|
| | Performance information framework - annual report contains a series of performance measures, but there is no target setting or alignment to resource requirements. A PIF to be incorporated into the Regional Plan to encourage a focus on effective outputs. | ARC of the management approach being pursued for medium and longer term performance management. | PIF included in draft FY2025 Regional Plan. |
| | Risk Management Strategy - ongoing | Consider draft RMP once its ready | Risk Management Plan update for FY2024 being drafted, including Risk Profile. |
| | Asset Management Plan – major property and fleet assets critical for operations | Review and input into the risk aspects of asset management and remote distance service delivery. | Directors Infrastructure & Operations coordinating asset management – to be reviewed annually. Asset condition report completed as part of the FY2023 revaluation. |
| | Enterprise Agreement – staff a critical operation input | 2023 EA concluded and implementation is ongoing. 68% voted for the EA. | EA implementation is ongoing. |
| | Internal financial controls - independent view | For ARC oversight discussion. | ARC to periodically make suggestions. |
| | Fraud control policy and plan | Mandatory requirement, including annual reporting | Fraud register to be maintained on an ongoing basis and investigations will be undertaken as appropriate. Fraud Awareness e-learning package will be rolled out for all managers and staff responsible for expenditure / procurement to periodically complete. |
| | Legislation | Monitor implementation of and BRC to the LGA 2019 and applicable guidelines. | Draft ‘compliance rule’ will be produced before FY2024 Annual Report date. |
| | Internal Audit function | Discuss outsourcing Internal Audit function as needed | Engage suitable Internal Audit consultant H2 FY2025. |
| | Risk Management Plan - Business Continuity Plan | Draft BCP by FY2024 reporting date | Engage suitable consultant to coordinate the BCP. |
| | Procurement policy - ongoing | Revised policy has been implemented. | Review deferred to FY2025. |

Proposed meetings & content: 2024-2025

| | Description | ARC Role |
|--|----------------------|---|
| | February 2024 | Normal business |
| | March 2024 | Follow up meeting |
| | May 2024 | Review interim financial statements, work plan review/internal controls |

BRC Charter categories

- Governance
- Financial reporting
- Performance reporting
- Systems of risk oversight and management
- System of internal control
- Legislative and policy compliance
- Internal audit function
- Business continuity management
- Delegations
- Ethical and lawful conduct

6 GENERAL BUSINESS

7 CLOSE OF MEETING