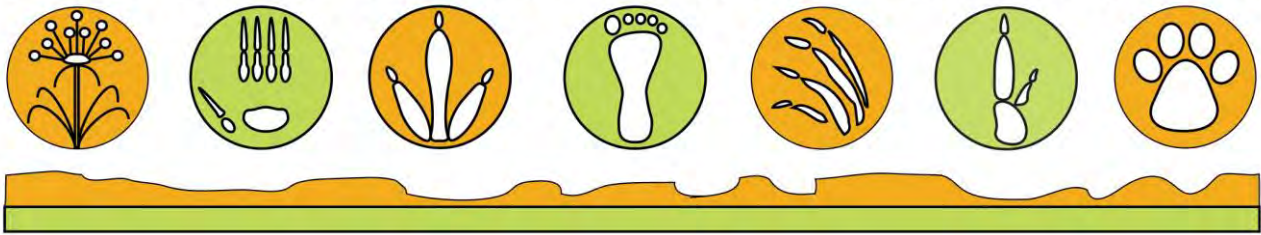


BARKLY REGIONAL COUNCIL



AGENDA SPECIAL COUNCIL MEETING

THURSDAY, 8 JUNE 2023

Barkly Regional Council's Special Council Meeting will be held in Council Chambers, 41 Peko Road, Tennant Creek on Thursday, 8 June 2023 at 12:00noon.

Russell Anderson

Acting Chief Executive Officer

OUR VISION

We strive to be responsive, progressive, sustainable council which respects, listens 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 policy 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.

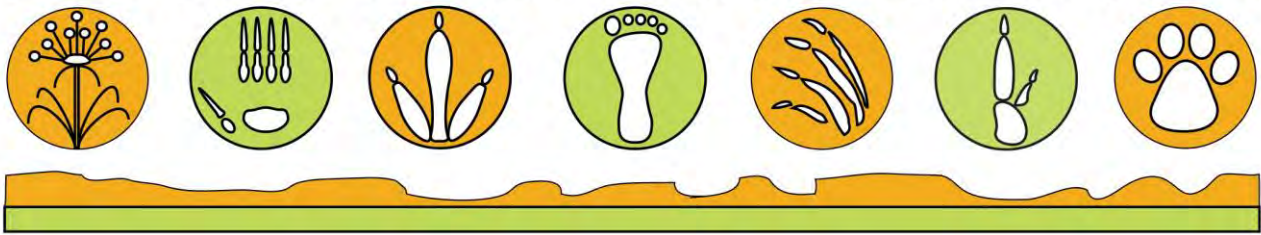
We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

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.

BARKLY REGIONAL COUNCIL



ACKNOWLEDGEMENT TO COUNTRY

We acknowledge the Traditional Owners of Warumungu, Mudberra, Jingili, Wakaya, Wambaya, Waanyi, Walpiri, Warlmanpa, Alyawarr, Anmatyerre and Kaytetye Country on which Barkly Regional Council live and work, and recognise their continuing connection to land, waters and culture. We pay our respects to the ancestors and elders of these lands, past, present and emerging.

May we continue to work together to
Deliver sustainable outcomes through a process
Based on mutual respect and understanding.

COUNCIL PRAYER

Our Lord Jesus Christ, we trust you will guide and bless this meeting of the Barkly Regional Council. We pray that you will ensure that all discussions and decisions made today are just and fair as they will affect all people within the Barkly Region. We also pray for your guidance to ensure that all our dealings are appropriate to all those whom we represent and will reflect an equitable and honest approach to the issues to be discussed today.

Amen

AGENDA

ITEM	SUBJECT	PAGE NO
1	OPENING AND ATTENDANCE	
1.1	Elected Members Present	
1.2	Staff Members Present	
1.3	Visitors Present	
1.4	Apologies and Leave of Absence	
1.5	Absent Without Apology	
1.6	Disclosure of Interest	
1.7	Review of Disclosure of Interests Register	
2	CONFIRMATION OF PREVIOUS MINUTES	
	<i>Nil</i>	
3	ACTIONS FROM PREVIOUS MINUTES	
	<i>Nil</i>	
4	ADDRESSING THE MEETING	
	<i>Nil</i>	
5	QUESTIONS FROM MEMBERS OF THE PUBLIC	
	<i>Nil</i>	
6	MAYOR'S REPORT	
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	<i>Nil</i>	
10	COMMUNITY DEVELOPMENT DIRECTORATE	
	<i>Nil</i>	
11	LOCAL AUTHORITY REPORTS	
	<i>Nil</i>	
12	COMMITTEE REPORTS	
	<i>Nil</i>	
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Nil

14 RESCISSION MOTIONS

Nil

15 OPERATIONS

Nil

16 GENERAL BUSINESS

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17 CORRESPONDENCE

Nil

18 THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN

Nil

Next Meeting Date

19 CLOSE OF MEETING

CHIEF EXECUTIVE OFFICER REPORTS

ITEM NUMBER	7.1
TITLE	Finance Directorate Report 8 June 2023 Special Council Meeting – Update to councillors on actions taken to remedy the FY2022-23 rates error.
REFERENCE	381611
AUTHOR	Romeo Mutsago, Chief Financial Officer

RECOMMENDATION

That Council receive and note the Finance Report for the 8 June 2023 Special Council Meeting.

SUMMARY:

BRC made rates error in FY2022-23 that got reported to NTG LG by affected rate payers. The error caused significant financial stress and great inconvenience to rate payers.

Accordingly, we request council to note the actions taken in crafting FY2023-24 rates strategy.

BACKGROUND

Community angst was against:

- Lack of/inadequate consultation of rate payers by BRC in light of huge increase in UCV & what that meant to their bank balances
- Inappropriate approach to raising rates ... failure to define what amount was needed before crunching the respective rates across different categories of rateable properties
- Blaming valuer general for high rate increases when it was apparently a BRC problem
- Failure by BRC to understand that higher UCVs should not necessarily result in higher rates because BRC should have reduced the multiplier factor – cents in the \$ to determine rates more so when UCVs had increased substantially

Actions taken to address FY2022-23 rates problem:

- Defined rates income to be raised for FY2023-24 - \$3.5m based on needs to sustain service delivery
- Use of minimum & maximum rates for each category of rateable property
- Use of renounced rates consultant – John Perry to produce rates model & strategy for consideration by the councillors
- Giving consultant opportunity to directly discuss the rates strategy with councillors & address councillors queries regarding the strategy

NB. For FY2022-23 rates model was done in-house & actioned by councilbiz with inadequate oversight ...

- Reasonable consultation & discussion with council & community ahead of finalising rates for budget purposes

More importantly, change of rates module to Councilwise enables improved user competence through appropriate training & use of best practice in managing rates.

Finance team has since had online & in-person training on councilwise rates module. Go-live date was 5 June 2023.

ORGANISATIONAL RISK ASSESSMENT

Operational efficiencies around rates are envisioned.
Increased user competence of rates system implies minimal errors.

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

Reputational risk to BRC from complaints from concerned rate payers will be averted.

Improved community sense of engagement & consultation will mean rate payers will settle rates dues on time which improves BRC cash flows.

CONSULTATION & TIMING

Nil

ATTACHMENTS:

There are no attachments for this report.

CHIEF EXECUTIVE OFFICER REPORTS

ITEM NUMBER	7.2
TITLE	Finance Directorate Report 8 June 2023 Special Council Meeting – Budget Implications of New Organisation Structure - updated
REFERENCE	381618
AUTHOR	Romeo Mutsago, Chief Financial Officer

RECOMMENDATION

That Council receive and note the Finance Report for the 8 June 2023 Special Council Meeting.

SUMMARY:

The CEO proposed creation of Tennant Creek directorate as an off-shot from Operations directorate effective FY2023-24.

Accordingly, we request council to note the official request and accompanying response from the CEO.

BACKGROUND

Cllr. McAdam:

“The BRC annual regional plan refers to a split in operational functions, Tennant Creek division and Operations division for the remote community operations. If possible, can I be briefed in respect to proposed changes at a time suitable prior to June 8.”

The current organisational structure was not fit for purpose and has not been for years. Accordingly, consideration was made, with the view to improve operational efficiencies, to propose new organisational chart for council’s consideration.

Relevant consultations were made prior to finalising the proposed organisational chart. The organisational chart was costed using prevailing wages at PPE16052023.

Salary & oncosts:

	Operations Directorate (\$000)	Tennant Creek Directorate (\$000)	Combined Operations & Tck (\$000)	Old structure Operations Directorate (\$000)	Infrastructure Directorate (\$000)	Budget Implications of setting up Tck Directorate (\$000)
Salaries & Oncosts	5,397	1,936	7,333	6,984	184	165
					** Dissolved	** Net Cost increase

With Director Infrastructure position ceasing to exist, that presented a \$184k saving on salaries & oncosts which was applied towards the new Tck Directorate created.

We request Cllr. McAdam to note:

1. Additional cost is considered recoverable from operational efficiencies made possible by separating Operations from TCK.
2. Separating TCK from Operations makes possible & enhances greater oversight of service delivery in the remote communities against perennial complaints of neglect of people who live in those communities.
3. Dissolving the Infrastructure Directorate provided salary & oncosts savings. Consultants will be used for any technical work and constancy costs are always funded within the grant agreement. One staff under Infrastructure Directorate was reassigned.

We request council to direct Cllr. McAdam to engage the CEO for finer discussions around the reasons for the separation of TCK from Operations.

ORGANISATIONAL RISK ASSESSMENT

Operational efficiencies are envisioned and formed the core of the decision.

BUDGET IMPLICATION

Net effective on cost relates to Director TCK and admin staff salaries and oncosts based on salary levels prevailing at PPE16052023 after accounting for savings from the dissolved Infrastructure Director position The costs are within BRC's means to afford.

ISSUE/OPTIONS/CONSEQUENCES

Cost benefit assessment of the request confirms obvious benefits to BRC arising from the separation as proposed to council.

CONSULTATION & TIMING

Nil

ATTACHMENTS:

There are no attachments for this report.

CHIEF EXECUTIVE OFFICER AND DIRECTORATE REPORTS

ITEM NUMBER	7.3
TITLE	Certification of Assessment Records
REFERENCE	381637
AUTHOR	Damien Burton, Director of Corporate Services

RECOMMENDATION

That Council acknowledges the certification of the Assessment Record for ratable property in the Barkly Regional Council provided by the Chief Executive Officer.

BACKGROUND

Section 29 (1) of the Local Government (General) Regulations 2021 requires that, before adopting the Budget for the forthcoming year, the Chief Executive Officer is to provide a certification, that to the best of their knowledge, that the Assessment Record for properties is a comprehensive record of all ratable land in the Council region.

The certification provided by the CEO is as follows:

Rate Assessment Record Certification

I certify to the Council that, to the best of my knowledge, information and belief, the rates assessment record is a comprehensive record of all ratable land within the area.



Russell Anderson
Chief Executive Officer
Barkly Regional Council
Tuesday 19 June 2023

ORGANISATIONAL RISK ASSESSMENT

N/A

BUDGET IMPLICATION

Failure to provide the required certification will risk the adoption of BRC's budget for 2023 - 2024.

ISSUE/OPTIONS/CONSEQUENCES

Preparation of this paper is a process to ensure Barkly Regional Council compliant with relevant legislation and regulations.

CONSULTATION & TIMING

Consultation between the Chief Executive Officer, Executive Leadership Team and Rates Officer has been finalised.

ATTACHMENTS:

CORPORATE SERVICES DIRECTORATE REPORTS

ITEM NUMBER	8.1
TITLE	Governance and Compliance - Local Government Act - Policy Updates
REFERENCE	381630
AUTHOR	Damien Burton, Director of Corporate Services

RECOMMENDATION

That Council;

1. Council accepts report
2. Approve via resolution

SUMMARY:

A recent audit of Barkly Regional Councils' Governance and Compliance was completed, with areas of improvement noted.

One particular area noted was BRC's nominated policy review timelines, with multiple policies exceeding their review dates.

To meet the minimal requires of the local government act, the following polices have been created, reviewed and/or updated to meet the minimum legislative requirements.

Policy N°	Policy Name
CP01	Borrowing Policy
CP11	Extra Meeting Allowance
CP14	Gifts and Benefits - CEO
CP17	Investment Policy
CP19	Local Authority Policy
CP38	Rates Concession Policy
CP47 v2	Filling Casual Vacancies
CP53 v2	Travel and Accommodation (Elected Members)
CP66 v2	Other reasonable expenses and non-monetary benefits policy (Council Members)
CP68	Confidential Information and Business Policy – Council Meeting – 2021-07
CP71 v2	Gifts and Benefits – Council Members
CP72 v2	Professional Development Policy
CP73 v2	Casting Vote Policy
CP75	Allowance and other benefits
CP76	CEO Code of Conduct Policy
CP77	Human Resources Management Policy
CP78	Breach of Code of Conduct Policy
CP79	Shared Services Policy
CP80	Account Privacy Policy
CP81	Accountable Forms (Council Members and CEO)
CP82	Credit Card (Members and CEO)

BACKGROUND

Barkly Regional Council engaged the services of an external consultant, seconded from Victoria Daly Regional Council for a period of 3 weeks in April 2023.

The directive of the engagements was to complete a detailed audit of the Barkly Regional Councils' governance and compliance, aligned to Barkly Regional Councils obligations under the Local Government Act 2019.

ORGANISATIONAL RISK ASSESSMENT

Policies presented for endorsement, are a renewal of existing polices and newly created policies in which the Council is obligated to implement, maintain and review to meet the minimum legislative requirements of the Local Government Act.

Barkly Regional Council will be in breach of the Local Government Act if the above noted policies are not endorsed and/or maintained.

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

Nil

ATTACHMENTS:

- [1↓](#) CP01 Borrowing Policy.docx
- [2↓](#) CP11 Extra meeting allowance.docx
- [3↓](#) CP14 Gifts and benefits (CEO).docx
- [4↓](#) CP17 Investment Policy.docx
- [5↓](#) CP19 Local Authority Policy.docx
- [6↓](#) CP38 Rate Concession Policy.docx
- [7↓](#) CP47v2. Filling Casual Vacancies.docx
- [8↓](#) CP53 v2. Travel and Accommodation (elected Members).docx
- [9↓](#) CP66v2. Other reasonable expenses and non-monetary benefits policy (Council members).docx
- [10↓](#) CP68 Confidential Information and Business Policy - Council Meeting - 2021-07.docx
- [11↓](#) CP71v2. Gifts and benefits - Council Members.docx
- [12↓](#) CP72 Professional Development Policy.docx
- [13↓](#) CP73v2. Casting Vote Policy.docx
- [14↓](#) CP75 Allowance and other benefits (CEO).docx
- [15↓](#) CP76 CEO Code of Conduct.docx
- [16↓](#) CP77 Human Resource Management Policy.docx
- [17↓](#) CP78 Breach of Code of Conduct Policy.docx
- [18↓](#) CP79 Shared Services Policy.docx
- [19↓](#) CP80 Account Privacy Policy.docx
- [20↓](#) CP81 Accountable forms (Council Members and CEO).docx
- [21↓](#) CP82 Credit Card (Members and CEO).docx

POLICY

TITLE:	BORROWING POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP01		
LEGISLATIVE REF:	<i>Local Government Act 2019, Local Government (General) Regulations and Local Government Guidelines No.3</i>		

THIS POLICY APPLIES TO: Council Members , CEO and Staff

1. INTRODUCTION

1.1. Purpose

This policy sets forth the circumstances under which Council might use debt as a source of funds and principles to be applied in relation to borrowing.

Debt funding may be appropriate in the following circumstances:

- Fund the acquisition, construction, expansion or refurbishment of a major capital asset or other expansion in capital works; or
- To upgrade obsolete technology; or
- To intensify the capital base of Council to reduce the ongoing cost of operating programs
- There are no other available sources of funding
- The Council is satisfied it can manage the risk and meet the debt repayments in the context of long-term financial planning and financial sustainability.

Debt will not be used to cover recurrent operating expenses. Council prefers to minimise debt and financial risk; however, debt funding is not precluded as a tool to assist management within the context of financial prudence, long term planning and sustainability.

1.2. Scope

This policy applies to all staff and relevant function across the Barkly Regional council.

1.3. Policy Objectives

This policy provides a framework for the management of Council's debt to:

- ensure the sound management of Council's existing and future debt in the context of long-term financial planning and financial sustainability
- minimise the cost of borrowing
- Compliance with legislation including regulations and any Ministerial directions or guidelines
- ensure funds are available as required to meet approved capital outlays
- provide guidance as to the information that must be taken into consideration when Council is considering the use of debt.

2. RELEVANT TO ACT

Section 197(2)(b) of the Act states that the Minister's approval is not required for a transaction classified as a minor Transaction under the guidelines issued by the Minister.

3 GENERAL PRINCIPLES

- 3.1 Council must exercise reasonable care and diligence that a prudent person would exercise when borrowing funds.
- 3.2 Council must consider;
- the type of borrowing it wishes to take out, namely;
 - short term – less than 18 months; or
 - medium term – between 18 months and 5 years; or
 - long term – more than 5 years; and
 - the type of interest rate it wishes to consider for the borrowing (fixed, variable or a combination of both)
 - if it will approve an overdraft facility for day-to-day transactions, and if so, the amount of such a facility.
- 3.3 It is the duty of each Council Member to understand the impact of the terms and conditions of the borrowing arrangements and the risk before the Council enters the borrowing contract.

4. POLICY STATEMENT

4.1 Policy Outline

- 4.1.1 External borrowings will be limited to the funding of significant items of capital expenditure:
- the life of which is expected to exceed the term of any funds borrowed
 - that cannot be funded from other sources
 - that are within the bounds of affordability, risk and financial sustainability
- 4.1.2 Any projected borrowings must be outlined in the Regional Council Regional Plan including the purpose of the projected borrowing and the type of borrowing under clause 7.2(a) of the Local Government Guidelines No.3 for
- 4.1.3 the year in which the funds are proposed to be borrowed.



This allows for a period of public consultation during the draft Regional Plan (This condition may be waived in circumstances where an emergency or urgent situation requires the use of borrowings, and those borrowings comply with all other policy and legal requirements such as Ministerial consent).

- 4.1.4 As soon as borrowing is approved and obtained, the borrowing must be reflected in the next budget review under regulations 9 of the Local Government (General) Regulations 2021.
- 4.1.5 The decision to seek approval from the Minister to borrow money is one that requires a Council Resolution regulation 197(3)(a).
- 4.1.6 For external financial reporting purposes, debt will be carried in the accounts in accordance with generally accepted accounting practice.
- 4.1.7 Council will decide whether the funding of capital expenditure should be by way of a loan (internal or external) or by utilisation of available funds after considering long term financial planning and sustainability.
- 4.1.8 If the Minister grants approval to borrow the money, a fresh approval from the minister must be sought before any decision to:
- (a) Increase the borrowing amount; or
 - (b) Change the approved purpose.
- 4.1.9 Unexpended loan funds will be placed in a reserve until such time as a suitable use of the funds can be identified and approved by Council.
- 4.1.10 Where a loan was raised by Council to obtain an asset and the loan has not been repaid when the asset is sold or otherwise disposed of, the Council will consider, based on costs and benefits, first applying any proceeds of the sale or disposal to the repayment of the loan source.
- 4.1.11 Additional factors to be considered when Council is considering new borrowings include:
- obtaining funds on a competitive basis to minimise costs associated with borrowing
 - consideration of the structure of any proposed loan (e.g., fixed or variable interest)
 - interest rate and other risks (e.g., liquidity risks and investment credit risks)
 - repayment of debt period to be no longer than the weighted average estimated useful life of the related asset purchased or 20 years, whichever is the lesser
 - repayment of borrowings to occur at least bi-annually
 - repayments will be met from project income or other untied income of Council
 - alternatives to debt

- where the borrowings are for commercial purposes, consideration will be given as to whether the return on the investment can service the debt (after consideration of community service obligations and any other objectives)

4.2 Debt Servicing Ratio

4.2.1 The debt service ratio is to be the key indicator of Council's ability to sustain its level of debt.

4.2.2 The Debt Servicing Ratio at any time will be dependent on whether Council at that time is:

- adopting a strategy of growth with its supporting infrastructure, technological upgrade or capital intensification of services, or;
- maintaining the status quo in the provision of services to the community.

An increasing Debt Servicing Ratio should be demonstrated to be financially sustainable (e.g., through the long-term financial plan).

4.2.3 The Debt Servicing Ratio should not exceed 5% of untied revenue as identified in the most current audited Annual Financial Report (principal plus

4.2.4 interest repayments as a percentage of revenue which is not tied to the provision of a service or program).

4.2.5 The Chief Executive Officer shall report to Council on an annual basis detailing the loan portfolio.

Legislation, terminology and references

4.2.6 Before any borrowing refer to:

- Local Government Guidelines No 3.
- Local Government (General) Regulations 2021
- The Local Government Act 2019.



POLICY

TITLE:	EXTRA MEETING ALLOWANCE POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP83		
LEGISLATIVE REF:	Regulation 67(6) of the <i>Local Government (General) Regulations 2021</i>		

THIS POLICY APPLIES TO: Council Members

1. PURPOSE

To establish the types of extra meetings for which an extra meeting allowance is payable, the amount that may be claimed and the timeframe in which a claim may be made.

2. SCOPE

Ordinary Council Members (i.e. other than the Mayor, Deputy Mayor or Acting Mayor) may be paid the extra meeting allowance.

3. APPLICATION OF POLICY

3.1 Types of Extra Meetings

The extra meeting allowance may be paid in relation to attendance at the following types of meetings:

- (a) special Council meetings;
- (b) Council committee meetings;
- (c) special meetings of Council committees;
- (d) local authority meetings – if the ordinary Council Member is a Member of the local authority;
- (e) Council workshops or briefings;
- (f) meetings of external agencies or organisations to which Council has formally appointed an ordinary Council Member to represent the Council; and
- (g) meetings of the Local Government Association of the Northern Territory where the ordinary Council Member is a delegate of the Council.



3.2 Extra Meeting Allowance

One portion of the extra meeting allowance is 5% of the annual maximum extra meeting allowance for the financial year, unless the allowance has been exhausted.

Extra meeting allowance is not available if the annual allowance is fully spent.

An ordinary Member is able to claim up to three portions of the extra meeting allowance in relation to each extra meeting if all the requirements are satisfied:

- (a) one portion for attending the extra meeting; and
- (b) one portion for substantial travel to the extra meeting; and
- (c) one portion for substantial travel from the extra meeting.

3.3 Substantial Travel

An ordinary Council Member may claim a portion of the extra meeting allowance for each instance of substantial travel that was reasonably necessary for the following:

- (d) travelling to the extra meeting – if it was at least 4 hours of travel on a different day before the meeting;
- (e) travelling from the extra meeting – if it was at least 4 hours of travel on a different day after the meeting.

A Member is able to claim either (a) or (b), or both (a) and (b), if the requirements are met.

3.4 Attendance Requirements

An ordinary Council Member must have attended at least 75% of the duration of the extra meeting to claim the portion of the extra meeting allowance for attending the extra meeting.

An ordinary Member may still make a claim for substantial travel to or from the extra meeting if:

- (a) the reason for non-attendance was because the extra meeting was not held; and
- (b) there was not sufficient notice that the meeting would not be held prior to travel being undertaken.

3.5 Timeframe for Making a Claim

Claim forms are to be submitted within 30 days of the date the extra meeting was held in the form approved by the Council.

POLICY

TITLE:	GIFTS AND BENEFITS POLICY (CEO)		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP14		
LEGISLATIVE REF:	Local Government Act 2019, regulation 6(1)(g), 6(2)(c)		

THIS POLICY APPLIES TO: CEO

1. PURPOSE

The purpose of this policy is to set out the requirements for the CEO receiving gifts or benefits and disclosing relevant gifts or benefits.

2. DEFINITIONS

For the purposes of this policy:

associate, see section 8 of the *Local Government Act 2019*.

nominal value means gifts or benefits totalling less than \$50 from the same donor or an **associate** of the donor in a financial year.

protocol gift means a gift or benefit given to the CEO for Council for diplomatic, ceremonial or symbolic purposes that will not be sold or transferred (unless in diplomatic, ceremonial or symbolic circumstances).

register of declared gifts and benefits, see section 113 of the *Local Government Act 2019*.

3. PRINCIPLES

The CEO must discharge official duties, responsibilities and obligations impartially and with integrity including in relation to receiving, accepting and disclosing gifts or benefits.

The CEO must not accept a gift or benefit of any value that may be perceived by a reasonable person to improperly influence the performance or decisions of the Council Member or the Council.

A benefit includes entertainment or hospitality.

The CEO must notify the Mayor if the CEO is offered any gifts or benefit that is not exempt, including in circumstances where the CEO rejects the gift or benefit.



4. APPLICATION OF POLICY

4.1 Relevant gifts or benefits

A relevant gift or benefit is a gift or benefit that exceeds the **nominal value** and includes:

- (a) gift or benefit offered to the CEO for Council; or
- (b) gift or benefit offered to the CEO for the CEO or another person.

4.2 Exemptions from disclosure

The following gifts or benefits are exempt from Council's gift and benefits policy:

- (a) a gift or benefit given to the CEO in a private capacity for personal use by the CEO or another person – unless the gift or benefit may be perceived by a reasonable person to improperly influence the performance of official duties, responsibilities or obligations;
- (b) a gift or benefit given to the CEO by Council;
- (c) a protocol gift (gift or benefit that is primarily for diplomatic, ceremonial or symbolic purposes and not to sold or otherwise transferred unless in diplomatic, ceremonial or symbolic circumstances) given to the CEO for Council;
- (d) a gift or benefit given to the CEO for the Council in relation to its status as a body corporate where no individual Council Member or Members are considered to have accepted the gift or benefit; or
- (e) food, hospitality or accommodation included in attending of meetings, conferences, training courses, functions or other events that have been paid for by the Council and are directly relevant to the performance of the CEO's official duties, responsibilities or obligations.

4.3 Rejecting the gift or benefits

Generally, if the CEO is offered a gift or benefit that is not exempt, the CEO should reject the gift or benefit by returning it to the donor or refusing it and respectfully explaining to the donor that acceptance of the gift or benefit would breach Council Policy.

If it is not possible (or highly impractical) to return or refuse the gift or benefit, the CEO can seek Council's resolution to appropriately deal with the gift or benefit.

Another option where it is not possible (or highly impractical) to return the gift or benefit, the CEO may consider redirecting the gift. For example, if the CEO received a gift basket containing food that would spoil, the CEO may redirect the gift basket to a local charity.

4.4 Notification

All gift and benefits, accepted, refused or redirected must be lodged in the register, Gifts Register – CEO.

Following any entry to the Gifts Register – CEO, the register is to be present for noting in the next ordinary Council meeting.

The CEO is to notify the Mayor as soon as reasonably practicable if the CEO is offered any gifts or benefits, with the following details:

- (a) the name of the donor (person and/ or organisation) offering the gift or benefit;
- (b) the date the gift or benefit was offered;
- (c) a description of the gift or benefit;
- (d) the value (or estimated value) of the gift or benefit;
- (e) whether the gift or benefit is for the CEO or another person (including the full name and relationship of the person to the CEO, if applicable);
- (f) the reason for the gift or benefit;
- (g) whether the CEO accepts or rejected the gift or benefit; and
- (h) any other relevant details.



POLICY

TITLE:	INVESTMENT POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP17		
LEGISLATIVE REF:	Part 10.2, 192 <i>Local Government Act 2019</i>		

THIS POLICY APPLIES TO: Council Members and CEO

1. INTRODUCTION

1.1. Purpose

The policy sets forth the particular circumstances under which Council may invest surplus funds and the principles involved in the investments.

1.2. Scope

This policy applies across all of Council.

1.3. Policy Objectives

To invest Council's surplus funds, with consideration of risk and at the most favourable rate of interest available at the time for that investment type, while ensuring that Council's liquidity requirements are being met. While exercising the power to invest, consideration is to be given to preservation of capital, liquidity, and the return of investment.

- Preservation of capital is the principal objective of the investment portfolio. Investments are to be made in a manner that seeks to ensure the security and safeguarding of the investment portfolio. This includes managing credit and interest rate risk within identified thresholds and parameters.
- The investment portfolio must ensure there is sufficient liquidity to meet all reasonable anticipated cash flow requirements, as and when they fall due, without incurring significant costs due to the unanticipated sale of an investment.
- The investment is expected to achieve a predetermined market average rate of return that takes into account the Council's risk tolerance. Any additional return target set by Council must also consider the risk limitation and prudent investment principles.
-

2. POLICY STATEMENT

2.1. Policy Outline

- 2.1.1. The investment shall be managed with the care, diligence and skill that a prudent person would exercise. Employees are to manage the investment portfolios to safeguard the portfolios in accordance with the spirit of this Investment Policy, and not for speculative purposes.
- 2.1.2. Staff shall refrain from personal activities that would conflict with the proper execution and management of Council's investment portfolio. Any conflict of interest must be disclosed to the Chief Executive Officer.
- 2.1.3. Consideration should be given to applying any funds that are not immediately required to meet approved expenditure to reduce Council's level of borrowings or to defer and or reduce the level of new borrowings that would otherwise be required.
- 2.1.4. Funds should be invested in a manner which allows those funds to maximise interest earned for as long as possible but retain flexibility in accessing the funds for Council purposes.
- 2.1.5. Consideration should be given to retaining a buffer of funds in an interest bearing at call account to ensure sufficient funds are available to meet Council's commitments.
- 2.1.6. Unless Council by resolution determines differently, investments are limited to:
 - State/Commonwealth Government Bonds;
 - interest bearing deposits such as bank accounts and term deposits, including the Territory Insurance Office;
 - bank accepted/endorsed bank bills;
 - commercial paper (a loan of less than 270 days backed by assets such as loans or mortgages;
 - bank negotiable Certificate of Deposits; and
 - managed funds with a minimum long term Standard & Poor (S&P) rating of "A" and short term rating of "A2".
 - All investments are to be made in Australian dollars and in Australia.
- 2.1.7. This policy prohibits any investment carried out for speculative purposes including:
 - derivative based instruments;
 - principal only investments or securities that provide potentially nil or negative cash flow; and
 - stand-alone securities issued that have underlying futures, option, forwards contracts and swaps of any kind,



The use of leveraging (borrowing to invest) is also prohibited.

- 2.1.8. Investments obtained must comply with key criteria as indicated in sections 2.2 to 2.4 below:

2.2. Overall Portfolio Limits

- 2.2.1. To control the credit quality on the entire portfolio, the following credit framework limits the percentage of the portfolio exposed to any particular credit rating category.

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Fund Maximum %
AAA	A-1+	100%	100%
AA	A-1	100%	100%
A	A-2	60%	80%

2.3. Counterparty Credit Framework

- 2.3.1. Exposure to an individual counterparty/institution will be restricted by its credit rating so that single entity exposure is limited, as detailed in the table below:

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Fund Maximum %
AAA	A-1+	45%	50%
AA	A-1	35%	45%
A	A-2	20%	40%

- 2.3.2. If any of Council's approved investments are downgraded such that they no longer fall within approved credit rating category documented within the investment policy, they must be divested as soon as practicable. Investments fixed for greater than 12 months are to be approved by Council and reviewed on a regular term and invested for no longer than 5 years.

- 2.3.3. An Investment Strategy should be reviewed at least six monthly by an independent investment advisor with a more formal view annually. The Strategy should outline:

- Council's cash flow expectations;
- optimal target allocation of investment types, credit rating exposure and term to maturity exposure and;
- appropriateness of overall investment types for Council's portfolio.



2.4 Term to Maturity Framework

2.4.1 The investment portfolio is to be invested within the following maturity constraints:

Overall Portfolio Term to Maturity Limits	
Portfolio % < 1 year	100% Max; 40% Min
Portfolio % < 1 year	60%
Portfolio % < 3 years	35%
Portfolio % < 5 years	25%
Individual Investment Maturity Limits	
ADI	5 years
Non ADI	3 years

2.4.2 Council's investment advisor, if one is to be appointed, must hold an Australian Financial Securities Licence issued by the Australian Securities and Investment Commission and their appointment as an advisor must be approved by resolution of Council. The advisor approved by Council resolution must be an independent person who has no actual or potential conflict of interest in relation to investment products being recommended and is free to choose the most appropriate product within the terms and conditions of the investment policy. The advisor must be representative of a recognised reputable firm of investment advisors.

2.4.3 The investment return for the portfolio is to be annually reviewed by an independent financial advisor by assessing the market value of the portfolio. The market value is to be assessed by Council at least once a month to coincide with monthly reporting.

2.4.4 Performance benchmarks are to include:

Investment	Performance Benchmark
Cash	Cash Rate
Enhanced/Direct Investments	UBSWA Bank Bill
Diversified	CPI + appropriate margin over rolling 3 year periods (depending upon composition of fund)

2.4.5 A monthly report must be provided to Council and to the Audit and Risk Management Committee on each alternative month when Council does not usually sit. The report must detail the investment portfolio in terms of performance, percentage exposure of the total portfolio, maturity date and changes in market value.



- 2.3.4. An Investment Strategy should be reviewed at least six monthly by an independent investment advisor with a more formal view annually. The Strategy should outline:
- Council's cash flow expectations;
 - optimal target allocation of investment types, credit rating exposure and term to maturity exposure and;
 - appropriateness of overall investment types for Council's portfolio.
- 2.3.5. Documentary evidence must be held for each investment and details thereof maintained in an Investment Register. Certificates must be obtained from the financial institutions confirming the amounts of investments held on Council's behalf as at 30th June each year and reconciled to the Investment Register.

POLICY

TITLE:	LOCAL AUTHORITY POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP19		
LEGISLATIVE REF:	<i>Local Government Act 2019</i> Ministerial Guideline 1 - Local Authorities		

THIS POLICY APPLIES TO: Local Authority Members

1.1 PURPOSE

Local Authorities are governed by the *Local Government Act 2019* ('the Act'), Local Government Regulations and Ministerial Guideline 1. The purpose of this policy is to establish the process for appointments, resignations and terminations of Local Authority membership and to provide information on delegations, Local Authority meetings and sitting fees.

1.2 SCOPE

This policy applies to Barkly Regional Council's Local Authorities.

POLICY STATEMENT

Local Authorities represent the constituents of their communities and are formed to integrate local decision making within the local government sector. This policy guides good governance practices in the appointment, resignation and termination of Local Authority members.

2.1 DELEGATIONS

- 2.1.1 Local Authorities have an advisory role to Council and as such, cannot make any decisions on behalf of Council unless a specific delegation has been issued to the Local Authority via Council resolution.
- 2.1.2 Where Council issues a delegation that delegation will be made to individual Local Authorities detailing what authority and limitations apply.
- 2.1.3 Council can set different delegations for each of its Local Authorities.
- 2.1.4 Local Authority decisions and recommendations will need endorsement via Council resolution before they can be progressed, except where there is delegated authority.



2.2 Nomination and Appointment

Council is committed to improving community relations and fostering understanding and tolerance between all members of the community. Council encourages community members from all demographic sections of the community to represent their community on the Local Authority.

- 2.2.1 Council will seek nominations from within each community where the Minister has identified a Local Authority.
- 2.2.2 The CEO will call for nominations as soon as practicable after a vacancy arises and will allow for at least twenty one (21) days for nominations to be received.
- 2.2.3 Notice of Local Authority vacancies will be published on Council's website, on Council social media platforms and will be displayed on community notice boards.
- 2.2.4 The notice of vacancy will include where nomination forms can be accessed, the closing date for nominations and where the nominee can submit the form.
- 2.2.5 Nominations are to be made in writing via the authorised Local Authority nomination form, available at any Council office.
- 2.2.6 Nominations to fill a vacancy within a Local Authority will only be accepted from a permanent resident of a Ward in which the Local Authority has been established.
- 2.2.7 Nominations to fill a vacancy within a Local Authority will be discussed at the next Local Authority meeting, and a recommendation to fill the vacancy submitted to Council for consideration at the next Ordinary Council meeting, unless the Local Authority membership has been rescinded in which case nominations would be considered by Council only.
- 2.2.8 The minimum age to become a Local Authority member is fifteen (15) years.
- 2.2.9 Following an election Council may rescind Local Authority membership and call for nominations by resolution of Council.
- 2.2.10 Filling of vacancies within three (3) months of a local government general election year are to occur after the declaration of the incoming Council.
- 2.2.11 All Local Authority nominations are considered by Council at the first ordinary meeting of Council after nominations close and appointment is established by resolution of Council.
- 2.2.12 Members will be appointed for a term not exceeding four (4) years.

2.3 Resignation and Termination

- 2.3.1 Resignations are to be made in writing to the Council Operations Manager of the Ward in which the Local Authority is established.
- 2.3.2 In accordance with Section 7.1(f) of the Ministerial Guideline 1, the membership of an appointed Local Authority member may be revoked by Council where the member is absent without permission of the Local Authority from two consecutive meetings.
- 2.3.3 If an apology is received from a Local Authority member, it must be noted in the minutes of the Local Authority meeting and must be accepted or rejected by the Local Authority at the meeting.
- 2.3.4 Membership shall be revoked by resolution of Council where a member ceases to permanently reside within the Ward in which the Local Authority has been established.



- 2.3.5 All Local Authority resignations are noted by Council at the next Ordinary meeting following receipt of the resignation.

2.4 Local Authority Meetings

- 2.4.1 A quorum at a meeting of a Local Authority consists of a majority of its members holding Office at the time of the meeting.
- 2.4.2 If a quorum is not attained for a Local Authority meeting, but one third of total members are present, the members who are in attendance may hold a provisional meeting (refer to Ministerial Guideline 1 for more information <https://cmc.nt.gov.au/>)
- 2.4.3 The elected member for the Ward in which the Local Authority is established is considered to be counted in the quorum and is eligible to vote.
- 2.4.4 In accordance with Section 97 of the Act meetings of a Local Authority are convened by the CEO.
- 2.4.5 Each Local Authority will meet at least four (4) times annually as per schedule set by the CEO.
- 2.4.6 The Council Operations Manager in each community will provide secretarial and executive support.
- 2.4.7 Local Authority meetings must allow for attendance via audiovisual conferencing for members, staff and guests who are unable to attend the meeting in person.
- 2.4.8 The agenda for the Local Authority meeting must be submitted to regional office and will be published on Council's website at least three (3) business days before the meeting.
- 2.4.9 The unconfirmed minutes of the Local Authority meeting must be sent to regional office within ten (10) business days and will be published on Council's website and included in the agenda for the next ordinary meeting.
- 2.4.10 Council will consider all recommendations and will respond to the Local Authority at the subsequent meeting.
- 2.4.11 Each Local Authority must appoint a Chairperson for a period of no less than six (6) months and no more than twelve (12) months by resolution of the Local Authority.
- 2.4.12 It is up to each Local Authority to decide if they wish to appoint a Deputy Chairperson.
- 2.4.13 Each Local Authority member must consider if they have a conflict of interest in the matter and if they do, they must leave the meeting while the matter is being considered.

2.5 Local Authority Project Funding

Local Authorities receive annual funding. The following principles will ensure compliance is met in accordance with funding agreements:

- 2.5.1 Projects chosen must not jeopardise the financial, social or environmental sustainability of Council;
- 2.5.2 ongoing maintenance costs to projects funded with Local Authority special project grants must be considered;
- 2.5.3 projects that need additional funds from Council or rely upon grant applications must go to Council for approval;
- 2.5.4 projects that rely on in-kind support from Council must be related to core services and must have prior approval from the Council;
- 2.5.5 the purchase of any product or service must comply with the Council's Procurement Policy (CP28)
- 2.5.6 cash will not be given out under any circumstances.



- 2.5.7 Funding should not go to projects that are ordinarily the responsibility of another level of government.
- 2.5.8 Salaries cannot be paid for with this funding.
- 2.5.9 Vehicles cannot be procured with this funding.
- 2.5.10 The use of project funds must be approved at the Local Authority meeting with a quorum.
- 2.5.11 Any real or perceived conflicts of interest must be declared and the member must remove themselves from the meeting before a decision is made when making decisions on use of Local Authority project funding.

2.6 Local Authority sitting fee for Members and Council staff

- 2.6.1 Local Authority member allowance is a sum of money provided to the Local Authority member when a member attends a Local Authority meeting.
- 2.6.2 Council will provide Local Authority member allowance to the member in a manner that adheres to the *Local Government Act 2019*, Regulations and Ministerial Guideline 1.
- 2.6.3 Members of a Local Authority are eligible to claim kilometre allowance, if having to travel more than 25 kilometers combined to attend a meeting, by completing a Local Authority claim form.
- 2.6.4 Accommodation costs may be paid if the member is required to stay overnight to attend Local Authority business. Prior notification and authorisation by the Area Manager is required.
- 2.6.5 Elected members are not entitled to the sitting fee for attending Local Authority or provisional meetings.
- 2.6.6 In accordance with Section 174(2) of the Act it is a matter for the CEO to determine whether Council staff receive payment for attending a Local Authority meeting or provisional meeting.

POLICY

TITLE:	RATE CONCESSION POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP38		
LEGISLATIVE REF:	Section 173(1), 167(b)(c) and(j), Chapter 11 of the <i>Local Government Act 2019</i>		

THIS POLICY APPLIES TO: Council Members and CEO

1. SUMMARY

1.1 Purpose

This Policy provides a framework and guidance for applying rates concessions in line with the requirements of the *NT Local Government Act 2019* to eligible ratepayers.

1.2 Principle

A rate concessions policy is to reflect the best interests of the whole community and be compassionate, transparent, accessible, impartial and consistent in its application.

2.0 POLICY STATEMENT

2.1 Setting of rate levels

- 2.1.1 Rates and services charges will be reviewed annually and determined for each financial year before 31st July of that year. In setting rates, Barkly Regional Council (BRC) will consider the Consumer Price Index (CPI) of Local Government Cost Indexing (LGCI) which is provided annually by the Local Government Association of the Northern Territory and major increases in Council cost including but not limited to utility charges.
- 2.1.2 Unless otherwise resolved by Council, annual rating shall be based on fixed rates charges, taking into account the classification of the property e.g. residential or commercial. Where more than one dwelling exists on a property that will attract a separate rate per dwelling in accordance with *part 11.2 of the Local Government Act 2019*.
- 2.1.3 Council will make allowances for payment of rates by quarterly instalments. Unless otherwise determined, no discount will be offered for payment of rates and services in full.



- 2.1.4 In accordance with *section 222 of the Local Government Act 2019*, rates will not be imposed on exempted land or if the special cases meet the criteria of *Section 223 of the Local Government Act 2019*.

3. RATE CONCESSIONS

- 3.1 A rate concession may be granted for the following three reasons;
- 1) to alleviate financial hardship (section 248)
 - 2) to correct anomalies in the rating system (section 249)
 - 3) if satisfied that the concession would advance public benefit purposes (section 250) recognised public benefits purposes are listed below;
- Securing the proper development of the council's area
 - Preserving buildings or places of historical interest
 - Protecting the environment
 - Encouraging cultural activities
 - Promoting community health or welfare
 - Encouraging agriculture
 - Providing recreation or amusement for the public
- 3.2 Applications for rate concession should state their case in writing to BRC for consideration. The applicant should appropriately cover how their case satisfies one of the three legislative reasons for a rate concession. Such application should be assessed by relevant senior staff with appropriate recommendation made for Council's consideration at its next ordinary meeting. Council is under no obligation to grant rate concessions or enter into a payment agreement.
- 3.3 Applicants seeking a rate concessions for financial hardship (section 248) should consider appropriate payments plans as part of the application process. The applicant may need to show confidential statements and proof of financial hardship. Council need to take into consideration that they are satisfied that the person will suffer financial hardship if the rate concession is not granted. Council may include specific conditions in granting rates concessions.
- 3.4 Rate concessions are not to exceed term of council, a Council must not agree to grant a rate concession for a financial year that does not fall wholly or partly within the current term of council.
- 3.5 Where it has been decided that a concession would be appropriate under the public benefit purpose (section 250) this would be achieved in the following manner:
- Category 1 – organisations that undertake activities that rely on participant fees, community fundraising can apply for up to 75% rates concession.
 - Category 2 – organisations that undertake activities that rely on participant fees, community fundraising and other government revenue can apply for up to 50% rate concession.

- Category 3 – organisations that undertake activities that rely on participation fees, community fundraising, other government revenue and any other forms of revenue can apply up to 25% rate concession.

The organisation must provide with their application a copy of the most recent audited financial statement, a copy of the constitution of the organisation and a copy of the most recent corporate plan.

Any information provided to Council will be treated as strictly confidential and will be presented to Council for consideration in a confidential report. Applications are to be submitted in writing.

Where a payment arrangement is entered into with a ratepayer and the agreed conditions are not fulfilled by the ratepayer within seven (7) days of falling due without an acceptable reason, BRC may regard the arrangement as void. The original conditions of rates, due dates and accrued interest will apply.

- 3.6 In the case Council becomes aware of any ratepayer providing false or misleading information to gain assistance for which he/she would otherwise not be eligible, the agreement with Council will become null and void. The original conditions of rates, due dates and accrued interest will apply.

4. Recovery of rates

- 4.1 BRC will issue a statement of outstanding rates and interest accrued at the completion of each instalment round. The statement is to be accompanied by a notice indicating that default interest is now being applied and that if rates remain outstanding at the date the second instalment is due, BRC may take action to recover the debt.
- 4.2 If a rate debt to Council remains outstanding by the end of each rateable period, BRC may take action to lodge an overriding statutory charge over the land in accordance to section 255 of the act. If the rates are not paid by the due date the rates become a charge on the land to which the rates relate.
- 4.3 Any legal, lodgement or cancellation fees for the recovery of the rates will be transferred to the rate payer.
- 4.4 If the rates on a property remain in arrears for three (3) years or more, BRC may take action to sell the property for recovery of any outstanding rates, services charges, legal and selling expenses, in accordance with part 11.9 of the Act.

5. Interest on unpaid rates

- 5.1 If rates are not paid by the due date, interest accrues on the amount of unpaid rates at the relevant interest rate. Interest is calculated on a daily basis on the amount in default, from the due date to the date of payment.
- 5.1 Council may fix a rate of interest as the relevant interest rate for a financial year.
- 5.2 Council must not vary a rate of interest previously fixed as a relevant interest rate.
- 5.3 Council may remit interest wholly or in part.



POLICY

TITLE:	FILLING CASUAL VACANCIES		
DIVISION:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP47 v2.		
LEGISLATIVE REF:	Sections 54 and 65(3) of the Local Government Act 2019.		

THIS POLICY APPLIES TO: Council Members

1. Purpose

This policy outlines how casual vacancies for the position of an ordinary member and an elected Mayor may be filled.

2. Casual vacancies – ordinary member

Council will fill casual vacancies in the office of an ordinary member as follows:

Date vacancy occurs	Action	Section of the Local Government Act 2019
18 months or more before the next general election.	Council will hold a by-election to fill the vacancy.	54(2)(c)
Less than 18 months, but not less than 6 months, before the next general election.	Council will appoint a person to fill the vacancy until the next general election (in accordance with clause 3 of this policy).	54(2)(a)
6 months or less, but not less than 3 months, before the next general election.	Council will appoint a person to fill the vacancy until the next general election (in accordance with clause 3 of this policy).	54(2)(b)(i)



3 months or less before the next general election.	Council will leave the office of the ordinary member vacant.	54(2)(b)(ii)
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3. Filling the office of an ordinary member

As soon as practicable after the casual vacancy occurs in the office of an ordinary member, the CEO will advertise the vacancy for appointment by publishing in a local newspaper, on the council website, and on council noticeboards in the community.

The advertisement will:

- (a) invite applications from electors who are:
 - (i) eligible under section 46 of the Act; and
 - (ii) enrolled in the relevant ward; and
- (b) invite applicants to provide either a written statement (1 page) or video submission (3 minutes) that outlines why the person wants to be a council member and the qualities they would contribute to the Council; and
- (c) advise that the written statement or video submission of the applicant may be made public by the Council.

The closing date for applications will be 14 days from the date the advertisement is published in the local newspaper and on the council website.

As soon as practicable after the closing date, the CEO will provide copies of all applicant statements to all council members. At the next ordinary council meeting following the closing date, the matter is to be included as an agenda item for Council's consideration.

When appointing a person to be a council member, Council will give due consideration to:

- (a) the person's level of community involvement;
- (b) the person's suitability for the role; and
- (c) any other relevant matters.

Council will decide the appointment by resolution, with official commencement to the office of ordinary member to take place 7 days after the date of the resolution.

The CEO is to ensure the successful applicant is advised of their appointment to Council and that an induction to the position is undertaken as soon as practicable.

4. Casual vacancies – Mayor

As election is the basis for filling the office of the Mayor, Council will fill casual vacancies in the office of the Mayor as follows:

Date vacancy occurs	Action	Section of the <i>Local Government Act 2019</i>
18 months or more before the next general election.	Council will hold a by-election to fill the vacancy in the office of the <i>Mayor</i> .	65(3)(a)
Less than 18 months, but not	Council will appoint an existing council member to be the Mayor, by vote of existing	65(3)(b)(i)

less than 6 months, before the next general election.	members (in accordance with clause 5 of this policy).	
	Council will appoint a person to fill the vacancy in the office of an ordinary member until the next general election (in accordance with clause 3 of this policy).	54(2)(a)
6 months or less, but not less than 3 months, before the next general election.	Council will appoint an existing council member to be the Mayor, by vote of existing members (in accordance with clause 5 of this policy).	65(3)(b)(i)
	Council will appoint a person to fill the vacancy in the office of an ordinary member until the next general election (in accordance with clause 3 of this policy).	54(2)(b)(i)
3 months or less before the next general election.	Council will appoint an existing council member to be the Mayor by vote of existing members (in accordance with clause 5 of this policy).	65(3)(c)(i)
	Council will leave the office of the ordinary member vacant.	54(2)(b)(ii)

5. Appointing a Mayor

The matter of appointing a person to fill a casual vacancy in the office of the Mayor is to be on the agenda at the next ordinary council meeting after the vacancy occurs. At the ordinary council meeting, Council will, by vote of existing council members, resolve to:

- (a) appoint an existing council member to fill the vacancy in the office of the Mayor until the next general election; and
- (b) for the appointment to commence immediately.

The vacancy in the office of the ordinary member will be filled in accordance with clause 3 of this policy.

POLICY

TITLE:	TRAVEL AND ACCOMODATION (Council Members)		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP53 v2.		
LEGISLATIVE REF:	Section 109(1) of the Local Government Act 2019		

THIS POLICY APPLIES TO: Council Members

1. Purpose

The purpose of this policy is to set out council member entitlements for payment or reimbursement of reasonable expenses for travel and accommodation necessary for attending council meetings and council business.

2. Principles

Council is committed to ensuring that travel and accommodation arrangements, including payment and reimbursement of reasonable expenses, are administered in the most efficient and cost-effective manner.

3. Scope

3.1 Professional development allowance

Costs for travel, accommodation and meals that are claimed in relation to use of the professional development allowance are to be paid from the council member's professional development allowance.

3.2 Approved process

All requests (and acquittal) for travel and accommodation arrangements are to be in accordance with a written process determined by the CEO.

3.3 Council meetings

If a council member is required to travel more than 50 km from their place of usual residence within the council area to attend a council meeting, the council member is entitled to payment or reimbursement of reasonable expenses for necessary travel and accommodation.

3.4 Council business

A council member is entitled to payment or reimbursement or reasonable expenses for necessary travel and accommodation in relation to:

- (a) carrying out duties in relation to an appointed role (e.g. LGANT delegate);



- (b) attending a conference, workshop, seminar, training session or other council business approved by council resolution; or
- (c) carrying out other official duties for the Council.

4. Application of policy

4.1 Travel bookings

Air travel is to be by the most reasonably economic means available, and shall not include business or first class. If air travel is required, it will be booked and paid by the CEO or the CEO's delegate.

Car rental reservations will be booked and paid by the CEO or the CEO's delegate, who will select the most appropriate vehicle (taking into account best value and safety).

4.2 Taxi and rideshare services

If appropriate in the circumstances and in accordance with the approved process, council members may use taxi or rideshare services for council business under clause 3.4. Use of taxi or rideshare services will be on a reimbursement basis or in accordance with the Accountable forms policy (members and the CEO).

4.3 Mileage allowance

Council vehicles are preferred for official travel. Special circumstances must exist for a council member to use their own private vehicle for council business (for example, when no council vehicle is available). The use of the private vehicle must be communicated to the CEO prior to travel.

Where a council member uses their own private vehicle to attend a council meeting or to council business in accordance with a council resolution and the distance is more than 50km, a mileage allowance in accordance with the Australian Taxation Office (ATO) cents per kilometre method is payable. Mileage allowances cannot be claimed by passengers.

Council will not take responsibility for any damage relating to use of private vehicles. It is the responsibility of the owner of the vehicle to ensure they have appropriate insurance prior to use.

4.4 Traffic infringement notices and fines

Traffic infringement notices and fines are the individual responsibility of the driver of the vehicle. Any traffic infringement notices or fines incurred while the vehicle is in control of the council member must be paid by the council member.

4.5 Travel allowance

The amount payable for meals and incidentals (travel allowance) is to be in accordance with the ATO Taxation Determination.

All non-essential additional expenses such as telephone calls, room service or mini-bar supplies are the responsibility of the council member. Meal allowances are not to be paid when the meal is included in the cost of the meeting, conference or other event.

4.6 Accommodation

If the council member requires accommodation covered by this policy, it will be booked and paid for by the CEO or CEO's delegate. Every effort must be made to ensure that the accommodation cost is at, or below, the amount set by the ATO Taxation Determination for the destination.



4.7 Camping allowance / Non-Commercial accommodation

Camping allowance is payable to a council member who is required to be away overnight at a location where no commercial accommodation is available and must stay in a camp. The applicable rate is \$85.80 per night. Personal procurement of camping equipment remains the responsibility of the council member. A travel allowance is payable.

4.8 Registration fees

Council will pay registration fees for any council business attended under clause 3.4.

4.9 Accompanying partner

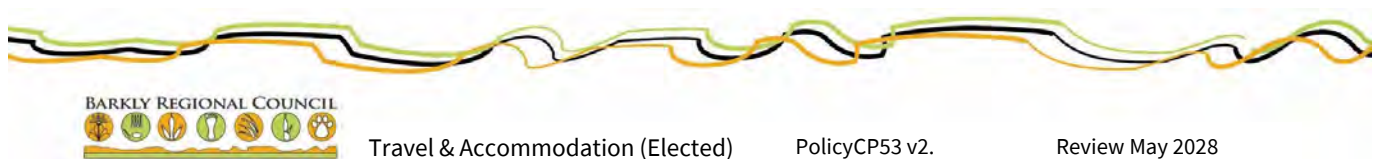
Travelling council members may be accompanied by a spouse or partner, subject to Council not incurring any additional expense.

4.10 Cancellation and non-attendance

Where travel arrangements need to be changed or cancelled, the council member must inform the CEO as soon as possible to minimise any financial loss to the Council.

Where a council member fails to attend all or part of the business for which travel has been organised and paid, the council member is to notify the CEO as soon as practicable and provide the CEO with the reason(s) for non-attendance.

The CEO is to report any non-attendance at the next ordinary council meeting.



POLICY

TITLE:	OTHER REASONABLE EXPENSES AND NON-MONETARY BENEFITS POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP66v2.		
LEGISLATIVE REF:	Section 109(2) of the Local Government Act 2019		

THIS POLICY APPLIES TO: Council Members

1. PURPOSE

The purpose of this policy is to set out council member entitlements for payment or reimbursement of other reasonable expenses (not including travel and accommodation) and non-monetary benefits incurred or required as a result of undertaking official duties.

2. PRINCIPLES

Council is committed to providing payment or reimbursement of reasonable expenses and the provision of non-monetary benefits to support council members to carry out their official duties in an accountable and transparent manner that ensures the proper use of council assets and resources.

3. APPLICATION OF POLICY

3.1 General expenses and benefits

Once per term of the Council, each council member will be provided with information technology capital, including a laptop and/or an Ipad and mobile phone to carry out their official duties. All ongoing telecommunication plans will be covered by Barkly Regional Council during the council members' term of appointment.

Council members will be provided with a council email address with calendar facility. A council member's calendar shall be available to other council members and council staff to facilitate the smooth running of council operations and as a record of their activities relating to undertaking official duties.

Council members wishing to use council resources, such for photocopying and printing, must arrange for the use of these resources through the CEO. Council resources may not be used for personal documents or for circulars, publications or election material.

3.2 Additional benefits for Mayor

The Mayor is entitled to the following additional benefits to assist in undertaking official duties:



Other reasonable expenses & non-monetary benefits (Council Members) CP66v2.

- (a) an office;
- (b) administrative assistance (as agreed with the CEO); and
- (c) use of a dedicated council vehicle for official purposes and limited private use.

Limited private use means that the vehicle is not to be used for travel outside the Northern Territory without prior approval from CEO, which may include a requirement that you pay running cost during any such travel.



Other reasonable expenses & non-monetary benefits (Council Members) CP66v2.

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POLICY

TITLE:	CONFIDENTIAL INFORMATION AND BUSINESS		
DIVISION:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	JULY 2021	DATE OF REVIEW:	JULY 2026
MOTION NUMBER:	OC 56/21 - 29 April 2021		
POLICY NUMBER:	CP68		
LEGISLATIVE REFERENCE:	Regulation 52 of the Local Government (General) Regulations 2021		

PURPOSE:

To ensure proper treatment and review of confidential information after consideration of confidential business at a council meeting.

1. PRINCIPLES

To promote transparency and public confidence, Council will cease the application of confidentiality to information when it is no longer necessary or appropriate.

2. APPLICATION OF POLICY

2.1 Scope

This policy applies to information that was considered during or resulted from confidential business at a council meeting, including (but not limited to) the agenda, business papers, resolutions and minutes.

Confidential information is to be considered separately for the purposes of assessing whether or not the information is to remain confidential (for example, immediately releasing a resolution that is no longer confidential with related business papers remaining confidential for a specified period of time).

2.2 Matters to remain confidential indefinitely

Any information that falls under the prescribed categories in regulation 50 of the Local Government (General) Regulations 2021 must remain confidential until the reason for confidentiality no longer applies.



2.3 Consideration of confidential business

After the conclusion of the consideration of an item of confidential business, Council will decide whether confidential information is:

The type of confidential information that should no longer be confidential after a specified period of time; or

The type of confidential information that should be subject to periodic review to determine if it should no longer be confidential.

If Council resolves a specified period of time for the information to remain confidential, that information is to be publicly released after the expiry of that period of time (see clause 3.5).

If Council resolves that confidential information should be subject to periodic review to determine if it should no longer be confidential, that information will be added to the confidentiality review list (see clause 2.4).

2.4 Confidentiality review list

Council will maintain a list confidential information and review that list once every 12 months to determine whether any matters are to no longer be confidential after a specified period or are to remain confidential for review at a subsequent date.

2.5 Public release of information

When information is no longer confidential, a notation will be put in the relevant document (including the version on the website) that the information is no longer confidential, on what date that decision was made, and where information about the matter that is no longer confidential can be accessed.

3. RELEVANT LEGISLATION, STANDARDS, POLICIES AND FORMS

Local Government Act (2019)

Local Government (General) Regulations 2021

Barkly Regional Council Confidential Review List

4. EVALUATION AND REVIEW

Within six (6) months of a new term of Council.



POLICY

TITLE:	GIFTS AND BENEFITS POLICY (Council members)		
DIVISION:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP71 v2.		
LEGISLATIVE REF:	Section 112 of the Local Government Act 2019		

THIS POLICY APPLIES TO: Council Members

1. Purpose

The purpose of this policy is to set out the requirements for council members receiving gifts or benefits and disclosing relevant gifts or benefits.

2. Definitions

For the purposes of this policy:

associate, see section 8 of the *Local Government Act 2019*.

campaign donation return, see section 148 of the *Local Government Act 2019*.

nominal value means gifts or benefits totalling less than \$50 from the same donor or an **associate** of the donor in a financial year.

protocol gift means a gift or benefit given to a council member for diplomatic, ceremonial or symbolic purposes that will not be sold or transferred (unless in diplomatic, ceremonial or symbolic circumstances).

register of declared gifts and benefits, see section 113 of the *Local Government Act 2019*.

3. Principles

A council member must discharge the council member's duties, responsibilities and obligations impartially and with integrity including in relation to receiving, accepting and disclosing gifts or benefits.

A council member must not accept a gift or benefit of any value that may be perceived by a reasonable person to improperly influence the performance or decisions of the council member or the Council.

Council members must also adhere to clauses 9.1 and 9.2 of the Code of Conduct relating to gifts (see Schedule 1 of the *Local Government Act 2019*).

4. Application of policy

4.1 Relevant gifts or benefits



A relevant gift or benefit is a gift or benefit that exceeds the **nominal value** and includes:

- (a) gift or benefit received for the Council and accepted by a council member; or
- (b) gift or benefit received and accepted by a council member for the council member or another person.

4.2 Rejecting gifts or benefits

If a council member has received any gift or benefit that breaches the principles at clause 3 above, the council member must reject the gift or benefit by returning it to the donor and respectfully explaining to the donor that acceptance of the gift or benefit would breach this policy.

4.3 Disclosure of relevant gifts or benefits

If a council member has received a relevant gift or benefit, the council member must inform the CEO as soon as practicable after receipt and provide the following information in writing:

- (a) name of the council member that received the relevant gift or benefit;
- (b) name of the donor (person or organisation) giving the gift or benefit;
- (c) date the gift or benefit was received;
- (d) description of the gift or benefit;
- (e) whether the gift or benefit is for the Council, the council member or another person (including the full name and relationship of the person to the council member, if applicable);
- (f) value (or estimated value) of the gift or benefit;
- (g) reason for the gift or benefit;
- (h) any other relevant details.

The CEO will record the details in the **register of declared gifts and benefits**.

4.4 Exemptions from disclosure

The principles in clause 3 still apply to gifts or benefits that are exempted from disclosure in the list below.

The following gifts or benefits are exempted from disclosure under this policy:

- (a) a gift or benefit given to the council member by the Council;
- (b) a **protocol gift** given to a council member for the Council;
- (c) a gift or benefit given to the Council in relation to its status as a body corporate where no individual council member or council members are considered to have accepted the gift or benefit;
- (d) food, accommodation, hospitality or entertainment included in the attendance of meetings, conferences, training courses, functions or other events that have been organised through the Council or that are required in accordance with performance of the council member's official duties;
- (e) a donation disclosed (or to be disclosed) by the council member in a **campaign donation return**;
- (f) a private and personal gift (such as a birthday present from a family member).



POLICY

TITLE:	PROFESSIONAL DEVELOPMENT POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP72		
LEGISLATIVE REF:	Regulation 68(2) of the <i>Local Government (General) Regulations 2021</i>		

THIS POLICY APPLIES TO: Council Members

1. Purpose

To identify the types of training or conferences or training that may be attended or undertaken by a council member using the professional development allowance.

2. Principle

Council is committed to recognising the most appropriate types of conferences and training opportunities that enable a council member to develop capabilities in the member's role.

3. Application of policy

3.1 Types of conference and training

The professional development allowance may be expended in relation to attending or undertaking the following types of conference and training within the Northern Territory or facilitated online:

- (a) mandatory training relevant to being a council member;
- (b) course of study or other training course relevant to performance as a council member;
- (c) training, mediation or counselling recommended or ordered as part of a decision relating to a Code of Conduct complaint;
- (d) training, mediation or counselling recommended by the Mayor or CEO; or
- (e) a conference, seminar, symposium, expo or other similar event on a topic or function related to local government.

3.2 High-cost training courses

If a council member is attending a training course that exceeds the professional development allowance available in the current financial year:



- (a) any remaining professional development allowance in the current financial year is to be expended to partially pay for the training course; and
- (b) the outstanding cost of the training course may be expended against the professional development allowance of the council member in future financial years (only within the term of the Council).

Expenditure of the professional development allowance in future financial years will only be done on a reimbursement basis to a council member who has personally paid the remaining cost of the training course.

Access to reimbursement is subject to:

- (a) the council member remaining to be a council member in the future financial year(s) when a claim for reimbursement is made; and
- (b) any changes in the maximum amount of professional development allowance available in the future financial year(s) (which may reduce the reimbursement amount available).

POLICY

TITLE:	CASTING VOTE POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP73 v2.		
LEGISLATIVE REF:	Section 95(6) Local Government Act 2019		

THIS POLICY APPLIES TO: Council Members

1. Purpose

The purpose of this policy is to allow the chairperson of a council meeting to cast a second vote (casting vote) on a question arising for decision at a council meeting in the event of an equality of votes.

2. Application of policy

2.1 Chairperson has a casting vote

If there is an equality of votes on a question arising for decision at a council meeting, the chairperson has a casting vote.

2.2 Use of casting vote

A casting vote is to be exercised by the chairperson when there are equal votes on a question arising for decision at a council meeting. During such an occurrence, the casting vote will determine the vote. The chairperson must exercise the casting vote either in favour or against the motion.

If there are unequal votes, the chairperson cannot exercise a casting vote.



POLICY

TITLE:	ALLOWANCES AND OTHER BENEFITS (CEO)		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP75		
LEGISLATIVE REF:	Section 174(1) of the <i>Local Government Act 2019</i> Guideline 2.		

THIS POLICY APPLIES TO: CEO

1. INTRODUCTION

1.1 Purpose

The purpose of this policy is to set out CEO allowances and other benefits which forms part of the CEO total remuneration package, including allowances, vehicle and accommodation.

2. APPLICATION OF POLICY

2.1 General expenses and benefits

The CEO is entitled to reasonable costs incurred in the performance of the role including;

- (a) uniforms;
- (b) laptop including data sim and any software required for the role;
- (c) Mobile phone
- (d) Internet connectivity at place of residence – approval requires Council resolution.

2.2 Superannuation

The CEO is entitled to 10.5% superannuation.

2.3 Vehicle

The CEO is entitled to private use of a fully maintained Council Vehicle. Your usage of this vehicle for both private and Council purpose must be in accordance with the use of Council Vehicle policy, up to the value of \$9,000.

Private use means within the Northern Territory, the vehicle is not to be used for *travel outside the Northern Territory without prior approval from Council, which will include a requirement that you pay running cost during any such travel.*



2.4 Accommodation

- Council will provide suitable accommodation with all rent paid in respect of the accommodation up to the value of \$10,800.
- Council will provide basic garden maintenance to be provided by contractors.
- Council will pay all cost associated with connection, supply and reasonable usage of electricity and water.

2.5 Relocation assistance

Relocation assistance available up to \$10,000 subject to contract conditions.

POLICY

TITLE:	CEO CODE OF CONDUCT		
DIVISION:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP76		
LEGISLATIVE REF:	Section 175(1) of the <i>Local Government Act 2019</i>		

THIS POLICY APPLIES TO: CEO

1. Purpose

To set out the code of conduct for the Chief Executive Officer (CEO) of the Council.

2. Principle

In order to maintain public confidence in the integrity of the Council, the CEO of the Council must exhibit the highest ethical standards in the administration of the affairs of the Council.

3. Code of conduct

3.1 Support for Council

The CEO must:

- (a) provide full support to Council;
- (b) provide accurate, frank and impartial advice to Council;
- (c) implement council policies and decisions;
- (d) be familiar with and comply with the requirements of the *Local Government Act 2019* and other legislative, industrial or administrative requirements relevant to the CEO's official responsibilities;
- (e) take all reasonable steps to ensure that the information upon which the CEO's decisions or actions are based is factually correct and relevant to the decisions or actions; and
- (f) comply with the council staff code of conduct.

3.2 Management of council staff

In relation to the management of council staff, the CEO must ensure that:

- (a) appropriate documented processes and procedures are in place;
- (b) selection processes for appointment or promotion are fair, equitable and based on merit;



- (c) staff have reasonable access to training and development and opportunities for advancement and promotion;
- (d) staff are treated fairly and consistently and are not be subject to arbitrary or capricious decisions;
- (e) there are suitable processes for dealing with employment-related grievances; and
- (f) working conditions are safe and healthy.

3.3 Use of information

The CEO must not misuse information gained in the CEO's official capacity.

Misuse includes, but is not limited to:

- (a) seeking to gain personal advantage for self, or for another person, on the basis of information held on official records;
- (b) initiating or spreading gossip or rumours on the basis of personal or other information held on official records; and
- (c) providing a person, or appearing to provide a person, with favourable treatment or access to privileged information.

The CEO must take care to maintain the integrity and security of documents and information.

3.4 Use of official facilities, equipment and resources

The CEO must not utilise council equipment, or the skills or working time of council staff members, for personal benefit.

3.5 Disclosure of offences against the law

If the CEO is charged, convicted or acquitted of an offence, the CEO must advise the Council regardless of whether the CEO believes the offence relates directly to the CEO's assigned duties.

3.6 Outside employment

Outside employment for the CEO is not allowed, except in exceptional circumstances and approved by the Council in writing.

When considering an application from the CEO to undertake outside employment, the Council will give approval only if the outside employment:

- (a) could not be perceived by a reasonable person to be a conflict of interest; and
- (b) will not interfere with the performance of the CEO's duties.

Any outside employment or voluntary work must be performed wholly in the CEO's private time.

3.7 Decisions based on statutory power

Where the CEO makes a decision based on a statutory power, the CEO must:

- (a) ensure that the legislation under which the decision is made authorises the making of that decision;
- (b) ensure that the CEO has the authority or the delegation to make the decision;
- (c) ensure that any procedures which are required by law to be complied with in the making of a decision have been observed; and



- (d) ensure that the decision, the evidence upon which it is based, and the reasons for the decision are properly documented.

3.8 Anti-discrimination

The CEO must not discriminate in relation to a person unless such discrimination is allowed by law and council policy (for example, positive discrimination or special measures).



POLICY

TITLE:	HUMAN RESOURCE MANAGEMENT POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP77		
LEGISLATIVE REF:	Section 172 of the <i>Local Government Act 2019</i>		

THIS POLICY APPLIES TO: CEO

1. Purpose

The purpose of this policy is to ensure that overarching human resource management policies are in place and complied with by the CEO when determining employment policies.

These human resource management policies, as well as the statutory principles of human resource management, are to be reflected appropriately in all policies and processes of the Council.

2. Human resource management policies

2.1 Selection processes for appointment or promotion

Council will have a robust recruitment system for the CEO that demonstrates a fair and equitable process based on the merit principle.

Council directs the CEO to have a robust recruitment system for council staff members that demonstrates a fair and equitable process based on the merit principle.

Council directs the CEO to ensure that:

- (a) every permanent vacancy is to be publicly advertised and existing council staff members may apply;
- (b) there is a documented and transparent process based on merit for temporary appointments and existing council staff members will be given the opportunity to apply internally; and
- (c) a fair and reasonable probation period will apply to all new permanent employees.

2.2 Benefits and performance appraisals

Council directs the CEO to ensure that benefits available to council staff members will be as provided in the relevant workplace agreement or award and as contained in any relevant employment policies determined by the CEO.

Council directs the CEO to ensure that council staff members are to have:



- (d) fair and equitable access to employment-related benefits according to their role;
- (e) appropriate development opportunities according to their role and abilities; and
- (f) an annual documented performance discussion with their supervisor.

2.3 Work health and safety

Council directs the CEO to ensure a safe and healthy working environment for all staff.

Council directs the CEO to provide appropriate training to ensure safety at work.

2.4 Workplace culture

Council directs the CEO to promote a positive and family friendly organisational culture.

Council directs the CEO to ensure a flexible work environment for council staff members.

2.5 Discrimination

Council directs the CEO to ensure that there is no discrimination in the workplace.

There is to be no unlawful discrimination against a council staff member, or potential council staff member on the ground of sex, sexuality, marital status, pregnancy, race, physical or intellectual impairment, age or any other ground.

There is to be no other form of unreasonable or otherwise unjustifiable discrimination against a council staff member or potential council staff member.

3. Employment policies

For each employment policy determined by the CEO, the CEO must ensure that the policy is consistent with the principles of human resource management specified in section 172 of the *Local Government Act 2019* and the Council's human resource management policies outline above.

The CEO must update the Council at least once a year in relation to employment policies that have been introduced, materially changed or removed.

POLICY

TITLE:	BREACH OF CODE OF CONDUCT POLICY		
DIVISION:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP78		
LEGISLATIVE REF:	Section 121 of the <i>Local Government Act 2019</i>		

THIS POLICY APPLIES TO: Council Members

1. Purpose

This policy sets out how the Council will manage a complaint in relation to a breach of the Code of Conduct.

2. Definitions

For the purposes of this policy:

Code of Conduct means the Code of Conduct set out in Schedule 1 of the Act.

Complainant means the person who lodges a Code of Conduct complaint against a council member (this person can be a council member or a member of the public).

Respondent means the council member who is alleged to have breached the Code of Conduct.

3. Guiding principles

In managing complaints and breaches of the Code of Conduct, Council's guiding principles are to:

- (a) promote behaviour among all council members that meets the standards set out in the Code of Conduct, with a restorative approach that seeks to focus on constructive outcomes;
- (b) emphasise a preference that disputes and allegations be identified and resolved before they escalate to the stage of a formal complaint; and
- (c) recognise the leadership role of the Mayor and the responsibility of all members to work together collaboratively pursuant to their corporate responsibilities.

4. Promoting appropriate behaviour

The Mayor is to promote behaviour amongst all council members that meets the standards set out in the Code of Conduct.

Any council member aggrieved in relation to a potential Code of Conduct matter should raise the grievance in the first instance with the Mayor to seek a resolution. If the grievance is in relation to the Mayor, the grievance should be raised with the Deputy Mayor.



In response to a potential Code of Conduct complaint matter, the Mayor (or Deputy Mayor) will engage in informal discussions with the affected parties, as appropriate, to seek to resolve the matter.

5. Confidentiality

Information regarding a complaint is confidential, including the complaint form, statements from any parties, and reports provided by the CEO regarding the status of a complaint.

Complaints will only be formally discussed by the Council or council panel during confidential sessions. Minutes kept by the Council or a council panel are confidential information in accordance with regulation 49(f) of the *Local Government (General) Regulations 2021*.

6. Complaint requirements

The Act requires that a complaint alleging a breach of a Code of Conduct must:

- (a) be in the approved form (available on the council website); and
- (b) be made within three (3) months of the alleged breach of the Code of Conduct.

A Code of Conduct complaint must be lodged with the CEO, who will assess whether or not the complaint complies with the above requirements. If it appears that a complaint does not comply with the above requirements, the CEO will notify the complainant of the issues with the form of the complaint as soon as practicable and allow the complainant the opportunity to lodge a revised complaint.

7. Notifications to parties

When a complaint is received, the CEO will provide notifications to the complainant and the respondent, in accordance with the requirements of the Act and *Local Government (General) Regulations 2021*.

The CEO carries out the role of secretariat in relation to a complaint and communicates with complainant, respondent and any relevant witnesses on behalf of the Council or council panel.

8. Referral to LGANT

The CEO will refer the matter to LGANT if a complainant council member or respondent has elected to refer the complaint to LGANT under section 124(3) of the Act.

Note: A complainant who is not a council member does not have the option to request referral to LGANT.

9. Initial consideration by Council

The CEO will refer the complaint to the Council for consideration in confidential session in the next council meeting, unless the complaint has been referred to LGANT in accordance with clause 8 above.

Before the council meeting, the CEO will establish a list of suitable third parties who do not have a conflict of interest and are willing to accept a referral of the matter (if the council decides to refer the matter).

The CEO will provide a copy of the complaint and any response from the respondent, the list of suitable third parties and a draft terms of reference for Council's consideration.



The complainant, respondent and any council member with a conflict of interest in relation to the complaint are required to leave the meeting room during any discussion, consideration or decision relating to the complaint.

When considering a Code of Conduct complaint, Council has the following three options:

- (a) refer the complaint to a third party for advice – with Council to decide the complaint (see clause 9.1); or
- (b) refer the complaint to a council panel – for the panel to decide the complaint (see clause 9.2); or
- (c) decide the matter as the Council (see clause 10).

9.1 Referral to third party

Council may decide to refer the complaint to an independent third party for advice and recommendations by taking into the consideration the following:

- (a) whether the complainant or respondent requested the involvement of a third party;
- (b) the costs, if any, of referring the matter to a third party;
- (c) whether the advice of a third party is reasonably expected to assist in achieving constructive outcomes for the parties involved;
- (d) whether advice of a third party is reasonably expected to be received and able to be considered by the Council prior to the expiry of the 90 day period.

Council will not refer the matter to a third party unless satisfied of (c) and (d).

Examples of a third party are: an alternative dispute practitioner; a mediator; a person experienced in local government matters; and a person experienced in conflict resolution.

Where the matter is referred to a third party, the terms of reference will include that the third party is to do the following:

- (a) consider the complaint and discuss with each of the parties;
- (b) explore and follow up avenues for resolution between the parties;
- (c) if resolution is not achievable, then the third party is to:
 - (i) ensure natural justice is provided to both parties;
 - (ii) interview any witnesses if necessary to form a view;
 - (iii) provide a written report to Council by a specified date covering the process, summary of evidence, attempts to resolve and recommendation;
 - (iv) provide a draft decision notice that may be used if council decide to adopt the recommendation.

Upon receiving the advice and any recommendations from the third party, provided the Council is satisfied that each party has been able to put their case and respond to any allegations of the other party, the Council will then decide the complaint. The Council is not bound by any advice or recommendations received from the third party.

Once the written report and draft decision notice is provided to the third party, the Council must decide the complaint (see clause 10.2).



9.2 Referral to council panel

Council may decide to refer the complaint to a council panel for decision.

In order to fulfil the secretariat role in managing the Code of Conduct complaints process, the CEO will be in attendance at council panel meetings.

If the Council decides to refer the complaint to a council panel, the Council will establish a council panel for the complaint.

The composition of the council panel will be the following:

- (a) the Mayor (as chair of the council panel) – unless the Mayor is the complainant, respondent or has a conflict of interest;
- (b) if the Mayor is the complainant, respondent or has a conflict of interest – the Deputy [Mayor/President] will be the chair of the council panel.
- (c) if neither the [Mayor/President] or Deputy Mayor meet the requirements – the Council will choose a council member who is not the complainant or respondent and does not have a conflict of interest to chair the council panel;
- (d) two other council members – who are not the complainant or respondent and do not have a conflict of interest.

10. Council or council panel process

The Council or the council panel will consider the complainant's written complaint and, if received, the respondent's written response to the complaint. In keeping with natural justice principles, the CEO will ensure that each party has a fair opportunity to provide comment on submissions from the other party.

10.1 Requests for information

If the Council or council panel requires further information to determine whether a breach of the Code of Conduct occurred, the Council or council panel may request information from the complainant, respondent, or any relevant witnesses. The request for information will specify:

- (a) the information that is being sought;
- (b) that the information is to be provided as a written statement (including a statutory declaration); and
- (c) a reasonable timeframe to receive the statement (between 3 and 14 days).

Any requests for information from council staff members will be appropriately directed and facilitated through the CEO. The Council or council panel will not make direct requests to a council staff member.

10.2 Decision

The Council or council panel will decide the complaint after the following steps have been completed:

- (a) the members have considered the written complaint;
- (b) the members have considered all written submissions and statements; and
- (c) the members have read and considered the report from the third party (if applicable).

The Council can make the following decisions:

- (a) to take no action (and not make a decision about whether the respondent breached the Code of Conduct);



- (b) that the respondent did not breach the Code of Conduct; or
- (c) that the respondent breached the Code of Conduct.

If the complainant is found by the Council or council panel to have breached the Code of Conduct, the Council or council panel may decide to:

- (a) take no action (for example, if it is evident that appropriate steps have already taken place to address the conduct or the issues has been resolved between the affected parties); or
- (b) either or both of the following:
 - (i) issue a reprimand to the respondent (for example, a reprimand may be a formal expression of disapproval in writing in the decision notice);
 - (ii) recommend that the complainant, respondent or any other person attend training, mediation or counselling by a specified date.

In choosing from the above options, preference will be given to the option that the Council or council panel considers most likely to result in a constructive outcome.

If training, mediation or counselling is recommended to a council member, the council member may use their professional development allowance, if available, towards the cost of the training, mediation or counselling.

10.3 Decision notice

After the Council or council panel decides the complaint, the CEO will, as soon as practicable, draft a written decision notice that sets out the following matters:

- (a) the Council or council panel's decision and the reasons for it; and
- (b) any right the person to whom the notice is to be given has, under the *Local Government Act 2019* or another Act, to apply for a review of the decision, to apply for a consideration of the matter or to appeal the decision.

The draft decision notice is to be electronically provided to the council member who chaired the meeting in which the Council decided the complaint, or if a council panel decided the complaint, to all members of the council panel. The decision notice is to be authorised by the chair or the council panel and may be authorised remotely, if this is more practicable in the circumstances.

Within 90 days of receipt of the complaint was initially received by the CEO, and as soon as practicable after a decision has been authorised by the chair or council panel, the CEO will provide the authorised decision notice to the complainant and the respondent.

The decision notice will set out the decision and the reasons for the decision. It will also state that within 28 days of receiving the notice, either party may apply to LGANT to reconsider the complaint.

10.4 Summary of decision

After the expiry of the 28 day appeal period, the CEO will seek advice from LGANT as to whether any of the parties have applied to LGANT for consideration of the complaint under section 126(3) of the Act.

If no parties have applied to LGANT for consideration of the complaint, the CEO will prepare a summary of the decision to be reviewed by the Council or council panel in the confidential session of the next meeting of the Council or council panel.

The summary of the decision is to set out the following information:

- (a) the names of the complainant and respondent;
- (b) the date of the decision;

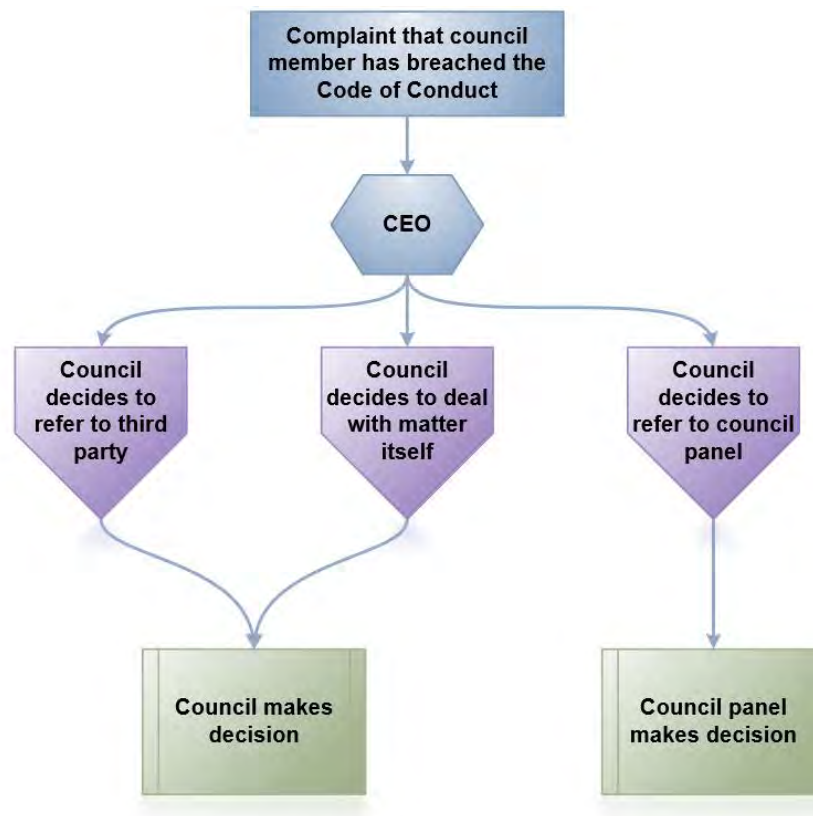


- (c) a concise description of the conduct alleged to have been a breach of the Code of Conduct;
- (d) if a Code of Conduct was found to be breached – the item(s) of the Code of Conduct that the respondent breached; or
- (e) if a Code of Conduct was not found to be breached – that no breach of the Code of Conduct was established by the Council or council panel; and
- (f) any actions or recommendations made by the Council or council panel.

The Council or council panel will consider the summary of the decision and, subject to the Council's or council panel's approval of the information that is to be included, finalise the summary.

The approved summary is to be tabled in the open section of the next ordinary council meeting as part of Council's public business papers.

11. Flowchart



POLICY

TITLE:	SHARED SERVICES POLICY		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP79		
LEGISLATIVE REF:	Section 216 of the <i>Local Government Act 2019</i>		

THIS POLICY APPLIES TO: All Council

1. Purpose

This policy describes the framework for Council entering into an agreement with one or more councils for the delivery of shared services.

2. Principles

The Council is committed to act in an economically efficient manner, to be socially and environmentally responsible and to provide innovative, high-standard services.

All council services are open to being delivered under a shared service model or collective procurement agreement, subject to the individual business and practical requirements of each participating council.

Collective procurement is an agreement between two or more councils to enter into a procurement agreement where a lead council is nominated, as prescribed under the *Local Government (General) Regulations 2021*. The relevant legislative provisions are to be considered and a formal agreement entered into prior to this type of arrangement commencing.

3. Application of policy

3.1 Considering shared services and joint procurement agreements

The Council may consider entering into a shared services agreement when:

- (a) a role in Council is capable of being undertaken by a person employed by another council (under a shared resourcing agreement);
- (b) a council service that cannot be supplied from within Council is able to be delivered by another council;
- (c) a council service can be supplied or delivered in another council's area, by agreement with that council; or
- (d) undertaking procurement of an asset (such as motor vehicles), which can be collectively procured under a single procurement tender process; or



- (e) the use of an asset can be shared between councils; or
- (f) it is efficient for Council to enter into an agreement with other councils to undertake a project, in accordance with legislative requirements, where one council is approved by every other participating council to take the lead on the project and make decisions on behalf of all the participating councils.

3.2 Assessing a shared services or collective procurement opportunity

Council will consider the following when a shared services or collective procurement agreement is being contemplated:

- (a) opportunities that would result from such a decision (e.g. shared risk; economies of scale; demonstration of leadership and collaboration; long-term sustainability; potential invigoration of council staff; strengthening relationships with a like-minded or neighbouring council);
- (b) associated risks and how those risks can be best managed;
- (c) challenges likely to arise (e.g. the challenge of maintaining consistent service delivery across the council area and any other areas);
- (d) future needs of council and its constituency; and
- (e) capacity, both current and future, of the council, or councils which are parties to the agreement, to deliver the expected outcomes of a shared services or collective procurement agreement.

4. Council requirements

4.1 Annual reporting

A list of all shared services and collective procurement agreements that operated during the financial year, are to be listed in Council's annual report.

From time-to-time the Council may set one or more performance indicator measurements and expectations for shared services in Council's annual plan and actual performance comparatives must be reported in the subsequent annual report for the same financial year(s).

4.2 Agreements to be in writing

Shared services and collective procurement agreements must be in writing and clearly set out all relevant details.

Note: Collective procurement agreements must be in writing and contain certain details pursuant to regulation 44 of the Local Government (General) Regulations 2021.

4.3 Matters for consideration

Before entering into a formal agreement for shared services or collective procurement activity, the following considerations will be taken into account:

- (a) cost benefit analysis of entering into the agreement;
- (b) service level standards to be met;
- (c) period of time of agreement and whether it is one-off or ongoing for a period of time;
- (d) establishment and agreement of KPIs;
- (e) risk assessment and mitigation strategies;



- (f) if access to council information is required under the agreement, the control and protection of council information (ensuring access to sensitive council information is protected);
- (g) any change management process that may be necessary;
- (h) employment opportunities that may arise or be reduced as a result of entering into an agreement; and
- (i) any other economic, social and cultural considerations.

POLICY

TITLE:	Accounting Privacy Policy		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP47 v2.		
LEGISLATIVE REF:	Privacy Act 1988 (Cth) Information Act 2002 Section 206(3)(4) and Schedule 1 of the <i>Local Government Act 2019</i>		

THIS POLICY APPLIES TO: Council Members, Staff, Committee Members and Local Authority Members

1.0 SUMMARY

1.1 Purpose

To establish a framework pertaining to the privacy and confidentiality obligations of Council, including protecting all council members, staff, committee members and Local Authority Members from undue intrusion into their private information contained within council

1.2 Scope

This policy shall apply to all employees and elected members of Council and its Committees. This process will be reviewed every two years.

1.3 Policy Objectives

The objectives of this policy are:

- To ensure adequate controls are in place to minimise risk
- To promote transparency and accountability
- Uphold the reputation of the Barkly Regional Council
- Instil confidence in Council by community stakeholders and business partners
- Protect members and staff private information contained within council

1.4 Definitions

Privacy is mandated under the Privacy Act 1988 (Cth) ('the Act') to protect the privacy of individuals through the handling of their personal information, irrespective if the information is publicly available. Under the Act, "personal information" is defined as information or an opinion, about an identified person or reasonably identifiable individual, regardless whether the information or opinion is true or not, and whether recorded in a material format or not.

Confidentiality is not mandated and is governed under common law. However clauses in agreements and meetings dictate whether certain information that is not readily available to the public and has been conveyed in confidence, is to remain confidential and not disclosed.

Personal Information includes information pertaining to employees, elected members, customers and residents/rate payers.

2.0 POLICY STATEMENT

2.1 Policy Provisions

- 2.1.1 Council will only collect information on members and staff members that it needs to carry out its functions and activities.
- 2.1.2 Council will only use information on members and staff for the purpose it was collected for.
- 2.1.3 Information on members and staff will only be disclosed for a purpose:
 - (a) that is directly and reasonably related to the necessary operations of the council or local government.
 - (b) if the member or staff consents to the use or disclosure; or
 - (c) if the disclosure is authorized by law.
- 2.1.4 Council must ensure contracts with third parties where the use of personal information is utilised must include provisions to protect the integrity and security of the personal information. Contracts must stipulate the contractor does not make unauthorised disclosures and may incorporate specific provisions about how the information is to be stored and disposed at the completion of the contracted activity.
- 2.1.5 Council is to take all reasonable measures to ensure the information it collects on members and staff members is accurate, complete and up to date.
- 2.1.6 Council will take steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure.
- 2.1.7 Council employees are responsible for protecting personal information from misuse, loss, corruption or disclosure. Personal information will be handled with care and only used for authorised purposes.
- 2.1.8 All employees must maintain public confidentiality and respect the privacy of individuals who have dealings with Council. Employees must treat all personal information as confidential and sensitive information as highly confidential. Council employees will not disclose any confidential information, use any information to their personal advantage or permit unauthorised access to such information.
- 2.1.9 Council files are strictly confidential and under no circumstances should a member of the public have access to files. Employees must also be conscious of security within the office

environment when members of the public are present. External customers must not be left unattended with Council files.

- 2.1.10 Destruction of records containing personal information, including personal records must be by secure means. Ordinarily, garbage disposal or recycling of intact documents are not secure means of destruction and should only be used for documents that are already in the public domain. Reasonable steps to destroy paper documents that contain personal information include shredding, pulping or the disintegration of paper. All computers that are removed from use and made available for non-Council purposes will have all data removed from the hardware.

2.2 Access and Correction to Data

- 2.2.1 Individuals are permitted to access information about them which is held by Council. Individuals are entitled to know generally what sort of information Council holds about them, for what purposes and how it collects, holds, uses and discloses that information.

- 2.2.1 Requests for access to such information are to be made in writing to the Director of Corporate Service. The Director of Corporate Services will establish the identity of the individual asking for the information.

- 2.2.2 Council will respond to public requests to correct information in a timely manner.

- 2.2.3 Council will provide written reasons when a request for access or correction of personal information is refused.

2.3 Confidential use of Media

BRC progressively install CCTV cameras on all BRC assets. The primary security use of CCTV is to discourage and/or detect unlawful behavior. CCTV can also help to improve perceptions of safety within the community by helping to prevent damage to property, deter anti-social behavior and inappropriate activity in settings such as libraries or leisure centers.

- 2.3.1 BRC expects authorised officers and stakeholders to ensure confidentiality of information gathered by or from CCTV operations, by not disclosing or discussing any events with unauthorized personnel or associates who have no direct responsibility relating to CCTV operations.

- 2.3.2 Treat all live and recorded images in an ethical manner and with the utmost of care, respect and dignity.

- 2.3.3 If access to CCTV footage is provided for an authorised purpose, a record is to be created by the officer processing the request, indicating the reason why the CCTV footage was extracted.

2.4 Anonymity

Whenever it is lawful and practicable to do so, customers will be given the option of not identifying themselves when dealing with Council.

2.5 Accounting privacy

2.5.1 Members, council staff and local government subsidiary staff have a right to privacy of their financial information as far as reasonably possible.

2.5.4 Council is to take all reasonable steps to maintain the privacy and integrity of the personal information it holds as part of its accounting records.

2.5.5 Council is to maintain a secure system for storing accounting records and related information on members and staff.

2.5.6 Appropriate access to accounting records by members and council staff as per schedule 1(8.2) of the Local Government Act 2019 Code of conduct.

POLICY

TITLE:	ACCOUNTABLE FORMS (Council Members and CEO)		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP81		
LEGISLATIVE REF:	Regulation 6(d)(iii) of the <i>Local Government (General) Regulations 2021</i>		

THIS POLICY APPLIES TO: Council Members and CEO

1. Purpose

To ensure the proper use and management of accountable forms issued to members and the CEO for the purposes of conducting council business.

2. Definitions

For the purposes of this policy:

Authorised delegate means any staff member within Council who has been delegated appropriate authority by the CEO to undertake the specified function on the CEO's behalf.

Member includes council members, committee members and local authority members.

3. Principles

Council is committed to the safe custody, provision and proper use of accountable forms by members and the CEO whilst conducting council business.

Members and the CEO are required to apply good judgement for all expenditure incurred whilst conducting council business.

4. Application of policy

4.1 Accountable forms

Accountable forms are readily negotiable financial instruments, other than cash, that can be used as a method of payment for expenditure (e.g. cheques, taxi vouchers, travel vouchers, sport vouchers or meal vouchers).

All accountable forms need to be carefully monitored and safeguarded due to their inherent risk of theft, fraud, loss or misuse.



4.2 Responsibilities of members and the CEO

All members and the CEO are responsible for ensuring that accountable forms are only used in the course of conducting official council business. Accountable forms must not be used for private purposes.

In the event an accountable form is inadvertently used for private purposes, the full value of the transaction must be reimbursed to Council within 14 business days.

Accountable forms may only be used by the individual member or CEO who has been issued with the accountable form. A member or the CEO must not pass the accountable form to any other individual for use.

Once an accountable form has been used, the member must keep a copy of the receipt and invoice and submit this to the CEO (or the authorised delegate). Details of the nature of council business, date and time of use of the accountable form should also be provided.

When an accountable form is used by the CEO, the CEO must also retain a copy of the receipt and invoice and submit this to the delegated officer along with details of the nature of council business, date and time of use of the accountable form.

4.3 Safeguarding of accountable forms

It is the responsibility of individual members and the CEO to ensure all accountable forms issued by Council for conducting council business are kept in a safe and secure place to minimise the risk of theft or unauthorised transactions.

Unused or expired accountable forms must not be destroyed by a member or the CEO. Unused or expired accountable forms must be returned to the authorised delegate responsible for issuing the accountable form.

POLICY

TITLE:	Credit Card Policy (Members and CEO)		
DIVISON:	COUNCIL		
ADOPTED BY:	COUNCIL		
DATE OF ADOPTION:	MAY 2023	DATE OF REVIEW:	MAY 2028
MOTION NUMBER:			
POLICY NUMBER:	CP82		
LEGISLATIVE REF:	Regulation 6(1)(e) of the <i>Local Government (General) Regulations 2021</i> LGR 2.2/6		

THIS POLICY APPLIES TO: Council Members and CEO

1. PURPOSE

To ensure effective controls, policies and procedures are in place with respect to the use of corporate credit cards (credit cards) by council members and the Chief Executive Officer (CEO) of the Council.

2. PRINCIPLES

Council is committed to sound financial management, public accountability and transparency.

Credit cards are a valuable tool for the efficient and effective operation of Council's daily business and not a benefit assigned to specific individuals.

Credit cards should only be used in situations where it is not reasonably possible or cost effective to go through the Council's normal procedures for the ordering of and / or payment for goods or services.

Council will apply best practice in relation to the management, authorisation and use of credit cards.

3. APPLICATION OF POLICY

3.1 Issue of credit card

Before a credit card is issued, the recipient must agree to, and sign, the conditions of use at **Appendix 1**.

Council will maintain a register of credit cards issued to the CEO and council members, including details of the approval, the cardholder, the institution, expenditure limits and expiry date.

3.1.1 CEO credit card

Council will authorise the issue of a credit card to the CEO with a monthly credit limit of \$20,000.



The credit card is to have no cash advance facilities. The credit card is not to be linked to any form of award points. Council may further limit the purposes for which the credit card may be used.

3.1.2 Council member credit card(s)

Council may resolve to issue a credit card to a council member only if the card is necessary for the council member to perform their functions and it is not reasonably possible to use the Council's normal procedures for ordering or payment for goods or services. Council must resolve the monthly and transaction limits to be applied.

The credit card is to have no cash advance facilities. The credit card is not to be linked to any form of award points. Council may further limit the purposes for which the credit card may be used.

3.2 Use of credit card

It is the responsibility of the cardholder to ensure that limits are not exceeded.

Personal expenditure is not to be charged to a credit card under any circumstances. The cardholder is not to gain any personal benefits from being the holder of the card.

Any expenditure using the credit card must comply with legislative requirements, Council's procurement policy, delegations and directions.

Cardholders are responsible for the safe custody and security of the card and are liable for any misuse and associated costs.

The cardholder is not to allow others to use the credit card and must not disclose the personal identification number (PIN) or access codes to any person.

Each council member's credit card is to be reconciled monthly and that reconciliation is to be reviewed and subsequently authorised by the CEO.

The CEO's credit card is also to be reconciled monthly. However, that reconciliation is to be reviewed and subsequently approved by the Mayor.

The cardholder must ensure that all required documentation specified below is kept in relation to every use of the credit card.

The cardholder must keep up to date with monthly reconciliations.

The cardholder will be personally liable for purchases that are not authorised and / or cannot be shown to be related to the business of the Council.

3.3 Required supporting documentation

Supporting documentation must be obtained by the cardholder for each instance of expenditure incurred when using the credit card. For all transactions, there must be a tax invoice that includes:

- (a) the Supplier's name;
- (b) the Supplier's Australian Business Number (ABN);
- (c) the date of the expenditure;
- (d) the Council's name as the purchaser; and

(e) a brief description of the supplies purchased.

The standard machine receipt, which does not contain all of these details, is not acceptable, as the tax invoice must contain the criteria above in order for the Council to reclaim GST (see example at **Appendix 2**).

In the instance that a valid tax invoice is unable to be practically obtained it will be at the discretion of the Senior Accountant as to whether a statutory declaration will be required.

3.4 Supporting documentation not available or lost

If the supporting documentation is for some reason lost or destroyed, a statutory declaration must be completed by the cardholder giving full details of the transaction and explaining why the documentation is not available.

A statutory declaration form can be found at <https://nt.gov.au/law/processes/statutory-declarations>

Credit card reconciliations must not be approved without appropriate supporting documentation or an appropriate statutory declaration.

Where supporting documentation for a CEO's credit card purchase cannot be provided, the Mayor must not approve the monthly credit card reconciliation unless a statutory declaration is attached.

If a cardholder regularly makes use of a statutory declaration, the matter of repeated failure to keep tax invoices must be brought to the attention of Council and the Council will consider whether it is appropriate for the person to continue being a cardholder.

3.5 Credit card reconciliations

Each cardholder will be issued with a monthly credit card statement listing all their purchase transactions for that particular month.

It is the responsibility of the cardholder to match their supporting documentation to the monthly statement and return all documentation within seven days (7) of receiving the statement.

The reconciliation must include information for each transaction.

The CEO approves reconciliations of credit cards held by council members. The Mayor approves the reconciliation of the CEO's credit card.

Repeated failure to meet the required timeframe must be brought to the attention of Council and the Council must consider whether it is appropriate for the person to continue being a cardholder.

The CEO is to notify the Mayor and Council's finance department as soon as possible if there is a disputed card transaction in relation to the credit card held by the CEO. A council member is to notify the CEO as soon as possible if there is a disputed card transaction in relation to a credit card held by that council member.



Where a council member's credit card has been inadvertently used for personal use, the CEO must not approve the monthly credit card reconciliation unless the amount has been repaid to Council and a receipt is attached.

Where a CEO's credit card has been inadvertently used for personal use, the Mayor must not approve the monthly credit card reconciliation unless the amount has been repaid to Council and a receipt is attached.

3.2 Credit card cancellation and replacement

If a credit card is lost or stolen, the cardholder must immediately contact the issuing institution to report the loss and cancel the card. If the cardholder is a council member, the matter must be reported as soon as possible to the CEO. If the CEO is the cardholder, the matter must be reported to the Mayor.

In the above circumstances, the CEO is to ensure that the credit card has been cancelled, arrange a replacement card (if appropriate) and update the credit card register.

3.3 Return of credit card

The cardholder is to return the credit card to the Council as soon as the card is no longer required or, if leaving the Council, on or before the last day with Council.

The CEO is to ensure that all returned credit cards are cancelled, destroyed and that the register is updated.



Appendix 1 – Corporate Credit Cardholder Agreement

Cardholder's name:	
Credit limit (monthly): \$	
Transaction amount limit: \$	
<p>ACKNOWLEDGEMENT</p> <p>I have read the attached policy, acknowledge receipt of the Council Corporate Credit Card (Credit Card) and I agree that I will strictly comply with the policy. In particular I note that:</p> <ol style="list-style-type: none"> 1. As the Cardholder I am responsible for all purchases on the Credit Card. I will not use the Credit Card, nor permit it to be used, other than for official Council purposes. I will ensure security of the Credit Card at all times and will not permit the Credit Card to be used by any other person. 2. The Credit Card may only be used in situations where it is not reasonably possible to use Council's normal procedures to pay for transactions. 3. I will ensure that personal expenditure is not charged to the Credit Card. 4. I will be personally liable for expenditure that is not authorised and / or cannot be shown to be related to the business of the Council. 5. I will retain all original supporting documentation and ensure that the documentation meets the requirements specified at clause 3.3 in the attached policy. 6. Monthly statements will be reconciled and returned with the required documentation within seven days (7) of my receipt of the statement. 7. If the Credit Card is lost or stolen, I will immediately take the steps set out at clause 3.6 in the attached policy. 	
Credit Card number:	Credit Card expiry date:
Signature of Cardholder:	Signature date:

Appendix 2 – Example tax invoice

1 Tax invoice

2 Windows to Fit Pty Ltd
ABN: 32 123 456 789 **3**

15 Burshag Road
Festler NSW 2755

4 Date: 1 August 2018

To: Building Company
254 Burshag Road
Festler NSW 2755

Description of supply	Total
Window frames 5	\$825
TOTAL PRICE INCLUDING GST	\$825 6 + 7



GENERAL BUSINESS

ITEM NUMBER	16.1
TITLE	Request for the use of Common Seal for Deed of Variation in relation to Aged Care Services, Indigenous Employment Initiative (IEI) program
REFERENCE	381242
AUTHOR	Sagar Chand, Regional Community Care Manager & Acting Director of Community Development

RECOMMENDATION

That Council approves the request for the use of the Common Seal

SUMMARY:

Request to use the Common Seal for Deed of Variation in relation to Aged Care Service, Indigenous Employment Initiative (IEI) program values at \$1,190,491.05.

BACKGROUND

Nil

ORGANISATIONAL RISK ASSESSMENT

Nil

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

ATTACHMENTS:

[1](#) P4272 - Barkly Regional Council - 4-EMSPAKI - DoV.pdf



Australian Government

Department of Health and Aged Care

Organisation ID:	1-1HYJ79
Agreement ID:	4-EMSPAKG
Program Schedule ID:	4-EMSPAKI

Deed of Variation in relation to Aged Care Services

1. Date

This Deed is made on

2. Parties

This Deed is made between:

1. The Commonwealth, as represented by Department of Health and Aged Care, ABN 83 605 426 759 (the 'Commonwealth'); and
2. Barkly Regional Council, ABN 32 171 281 456 (the 'Grantee').

3. Context

- A. The Parties entered in an agreement on 29 July 2020 under which the Commonwealth gave a Grant to the Grantee for Aged Care Services (the 'Agreement').
- B. The Parties have agreed to amend the Agreement on the terms and conditions contained in this Deed.

4. Amendments

With effect from the date of execution of this Deed, the Agreement is amended:

- The Activity (4-EMSPAKM) (other than the provision of any final reports) has been extended to 30 June 2024, which is the Activity's new End Date.
- The Agreement ends on 31 October 2024, or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

Funding for existing Activities under this Agreement is adjusted as per the table below. This table shows only those existing Activities with funding varied under this Deed:

Activity Name	Activity Id	Financial Year	Current Grant Amount (excl. GST)	Variation Amount (excl. GST)	New Total Grant Amount (excl. GST)
IEI Program (GO 2918)	4-EMSPAKM	2020-2021	\$1,142,040.00	\$0.00	\$1,142,040.00
IEI Program (GO 2918)	4-EMSPAKM	2021-2022	\$1,153,574.60	\$0.00	\$1,153,574.60

IEI Program (GO 2918)	4-EMSPAKM	2022-2023	\$1,161,454.68	\$0.00	\$1,161,454.68
IEI Program (GO 2918)	4-EMSPAKM	2023-2024	\$0.00	\$1,190,491.05	\$1,190,491.05
Total			\$3,457,069.28	\$1,190,491.05	\$4,647,560.33

Revised payment amounts, reporting milestones and other detailed amendments resulting from this Deed are described in the Program Schedule, including any attachments, enclosed.

5. Entire agreement and interpretation

- 5.1 The parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.
- 5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.
- 5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

Signatures

Organisation ID:	1-1HYJ79
Agreement ID:	4-EMSPAKG
Program Schedule ID:	4-EMSPAKI

Executed as a deed

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Health and Aged Care, ABN 83 605 426 759 in the presence of:

(Name of Departmental Representative)

(Signature of Departmental Representative)

....../....../.....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

....../....../.....

Signed, sealed and delivered by Barkly Regional Council, ABN 32 171 281 456 in accordance with its rules, and who warrants that he/she is authorised to sign this Deed:

(Name and position held by Signatory)

(Signature)

....../....../.....

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

....../....../.....

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. If requested by you, the words ‘as trustee of the XXX Trust’ could be included at the end of the name.

Schedule – Amendments to the Agreement

- *The Program Schedule 4-EMSPAKI is deleted and replaced with the updated Program Schedule 4-EMSPAKI enclosed.*

GENERAL BUSINESS

ITEM NUMBER	16.2
TITLE	Sponsorship requests - NT Chamber of Commerce and A.B.C Amateur Race Club
REFERENCE	381355
AUTHOR	Natasha (Tash) Adams, Media & Communications Officer

RECOMMENDATION

That Council considers the requests for sponsorship from NT Chamber of Commerce and ABC Amateur Race Club.

SUMMARY:**NT Chamber of Commerce**

The NT Chamber of Commerce (NTCC) is seeking sponsorship for its annual Tennant Creek Corporate Golf Day to be held in Tennant Creek on Saturday 29 July. Sponsorships range from \$2,000 for a major partner to \$750 for a lunch sponsor.

NTCC is also seeking sponsorship for its 2023 Business Excellence Awards, with the Barkly event to be held in Tennant Creek on Thursday 27 July. Sponsorship starts from Platinum \$2000 and \$750 for Silver.

ABC Amateur Race Club

The ABC Amateur Race Club is seeking sponsors for its annual Brunette Races from the 22-25 June and the annual campdraft in September. Sponsorship levels range from Platinum \$10,000 or more to Bronze \$500-\$1499.

Tennant Creek High School Formal

The High School is coordinating a fundraising raffle for its School Formal and has requested Council donate a six or 12 month gym membership as a prize.

BACKGROUND**NT Chamber of Commerce**

The NT Chamber of Commerce NT is the largest employer association in the Territory and is independent, not-for-profit and non-government body. The Corporate Golf Day is one of the most popular networking events in the Barkly, and this year the Alice Springs Corporate Golf Day will be held at the Tennant Creek Golf Course, expected to be even a bigger event this year.

The Business Excellence Awards began in Alice Springs in 2010 and are now held in all regions of the Territory including the Barkly. The awards culminate in a Gala Awards Night, where presentations are made to the winners in several categories.

ABC Amateur Race Club

The Brunette Races have been a highlight of the Barkly events calendar over a century and attracts a cross-section of locals, representatives from some of Australia's largest pastoral companies, interstate visitors and visitors from overseas.

The two-day event offers a program including campdrafting, rodeo and gymkhana, Battle of the Barkly, Open Mic and a presentation dinner and live entertainment.

The event is a showcase of the Barkly which would not be possible without the support of sponsors to keep the tradition alive.

Tennant Creek High School Formal

The Tennant Creek High School is a highlight of the calendar for its students, recognizing the year's graduates and gives the students a chance to dress to the nines for the occasion. The school fundraises to ensure the night is special for all students and their parents.

ORGANISATIONAL RISK ASSESSMENT

nil

BUDGET IMPLICATION

The Chief Financial Officer has reported there is \$12,743 of the Sponsorship Budget available for the 2022-2023 financial year.

ISSUE/OPTIONS/CONSEQUENCES

nil

CONSULTATION & TIMING

The ABC Amateur Race Club event begins on 22 June 2023, just two weeks away.

ATTACHMENTS:

- 1 [!\[\]\(b6d55d0b173caf9b2505126db01e6158_img.jpg\) 2023 TC NT Business Excellence Awards Sponsorship Opportunities.pdf](#)
- 2 [!\[\]\(12811766810e4126d2bed4d8c0808e60_img.jpg\) 2023 Tennant Creek Golf Day Sponsorship.pdf](#)
- 3 [!\[\]\(ef4c06c861a77cbd8cff5c2a4ca34233_img.jpg\) 2023_A.B.C Raceclub_Brunette Races Sponsorship Request.pdf](#)
- 4 [!\[\]\(80b05c8a80151a7cedd31bb12aa6add6_img.jpg\) TC High School Sponsorship Request.png](#)



Sponsorship Opportunities:

2023

2023 NT Business Excellence Awards

Chamber of Commerce NT is proud to present the NT 2023 Business Excellence and Customer Service Awards, across the Northern Territory.

These awards highlight the importance of business excellence and positive customer engagement and encourage businesses and individuals to strive to be the best in the Territory.

The Customer Service Awards originated in Alice Springs in 2010 and are now held in all regions of the Territory – Central Australia, Barkly, Big Rivers, East Arnhem and the Top End. This year the Barkly Awards night will be held on Thursday 27th of July and the NT Wide Gala Event will be held in Darwin on Friday 27th of October 2023. These events will host an audience of approximately 200 people who represent business, government, and community organisations from across the Northern Territory.

You are invited to become a business sponsor of the gala awards night and the broader awards program across the regions.

Award Categories:

The 2023 NT Business Excellence and Customer Service Awards ensure that businesses and individuals can be celebrated at every level and in every region of the Northern Territory. Business keeps the Territory ticking, and those demonstrating outstanding business practice, solid wins and exceptional service to their customers and community deserve recognition.

Category: Outstanding Customer Service

- Outstanding Customer Service - Individual (External Nomination)
- Outstanding Customer Service - Non for Profit (External Nomination)
- Outstanding Customer Service - Small Business (External Nomination)
- Outstanding Customer Service – Medium - Large Business (External Nomination)

Category: Business Excellence

- Excellence in Business - Small Business (Self Nomination)
- Excellence in Business – Medium - Large Business (Self Nomination)
- Excellence in Business – Not for Profit (Self Nomination)

Category: Corporate Social Responsibility (Award open to NT Wide Sponsorship)

- Excellence in Business in Community Collaboration and Corporate Social Responsibility (Self Nomination)

Category: Manufacturing and Marine Excellence

- Manufacturers and Marine Excellence – Small Business (Self Nomination)
- Manufacturers and Marine Excellence – Medium - Large Business (Self Nomination)

New Category: Excellence in a Start Up

- Excellence in a Start Up Business that has been operational from the 1st of January 2022

New Category: Defence Industry Award (Award open to NT Wide Sponsorship)

- Excellence in Business supporting the supply chain to Defence organisations or projects.

New Category: Excellence in Business – Best Event/Business Collaboration

- Excellence in Best Event / Business Collaboration

New Category: Exceptional Workplace (Award open to NT Wide Sponsorship)

These awards provide an opportunity to recognise the hardworking individuals and businesses who deliver excellence and outstanding customer experiences in our community. The nomination process is customer, business and community generated through nomination forms available online and judged by an independent panel.

Why be an Event Sponsor?

Event sponsorship is used by business in a variety of ways, including assisting in achieving business goals such as recognition, increasing brand awareness or alignment with a specific area of key importance to that business (eg, if a business wants to increase awareness of their corporate social responsibility, they may seek to sponsor the Business in Community Collaboration Award).

Unlike other forms of advertising, event sponsorship allows consumers and businesses to connect directly through meaningful real-time interaction. Marketing for the 2023 NT Business Excellence and Customer Service Awards goes Territory wide, reaching not only our 1500 members and 11000 individual contacts, but also the wider business community.

As an official sponsor of the 2023 NT Business Excellence and Customer Service Awards, your organisation demonstrates your commitment to excellence in the business community, which all helps enhance the profile of the Northern Territory – within the Territory, around Australia and throughout the world. The awards ceremony itself, and all publicity surrounding the gala presentation, will provide an opportunity for you as a sponsor to highlight your organisational vision and commitment to Territory business.

Sponsorship Details

There are various levels of sponsorship available, please review the following information and choose which level of sponsorship best provides you with the return for your business.

Regional Awards Night – Barkly Region

	PLATINUM	GOLD	SILVER
Investment Contribution	\$2000.00 + GST	\$1250.00 + GST	\$750.00 + GST
Number of Sponsors	One	Two	Four
Your logo displayed on: - Regional awards advertising - Chamber NT promotional materials - post presentation media release - Chamber NT communications	✓	✓	✓
Banner on stage	✓	✓	✓
Business promotional video on the big screen or 2 x stills	60 second video	40 second video	2 still images
Speaking opportunity	5 minutes	-	-
Presentation to category winner	✓	✓	✓
Complimentary tickets to awards event	4 tickets	2 tickets	1 ticket
Acknowledgement of your contribution at each awards event	✓	✓	✓

All Platinum Sponsors (or a representative) will be allocated a ticket to attend the NT Wide Gala Event as well as the opportunity to present an award on the night. Further tickets can be purchased at a reduced sponsors rate.

NT Wide Sponsorship is also available. For further information regarding this or to confirm your place in this years awards, please email Maddi at alice@chambernt.com.au or Nicole Walsh at nwalsh@chambernt.com.au.

There are also opportunities for media and venue partners, please contact Nicole Walsh for additional information.



Northern Territory
Chamber of Commerce

SPONSORSHIP PACKAGE

Who will proudly bring home the trophy
this year?

2023 TENNANT CREEK CORPORATE
GOLF DAY
SATURDAY 29TH JULY





Northern Territory
Chamber of Commerce

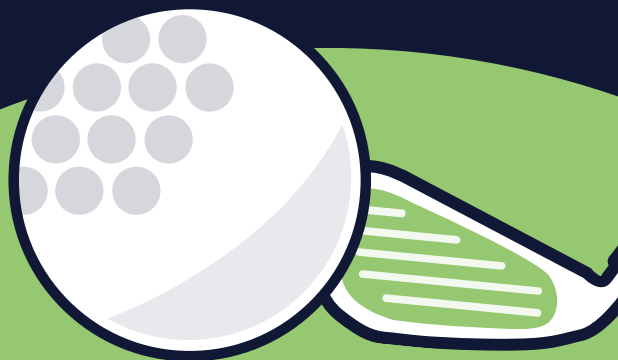
WHY GET INVOLVED?

Established in 1957 the Chamber of Commerce NT is the largest employer association in the Northern Territory. An independent not-for-profit and non-government body, our membership and offices span the Territory.

We are proud to provide our Members and the Northern Territory business community with an effective platform for lobbying on the issues that impact upon business, whilst providing services and support to the business in a number of key areas, this includes industrial relations, training, employment, education and training advice, networking and premier business events.

One of the largest and most popular networking events on the Chamber's calendar is our Corporate Golf Day. This year the Alice Springs Corporate Golf Day is set to take place at the Tennant Creek Golf Course. Tee off will be immediately after a light lunch, with a 9 hole round being played. The day will finish off with trophy presentations and a BBQ Dinner.

This document details a range of sponsorship opportunities aimed at many levels to enable businesses of all sizes to be part of this fun day. Come along and promote your product/business to the local community whilst enjoying a day on the course!



SPONSORSHIP OPTIONS

MAJOR PARTNER - \$2000 + GST

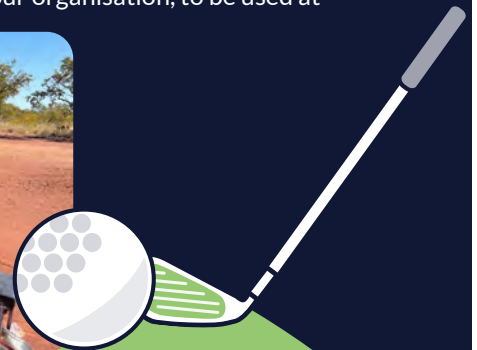
(One Only)

- Your organization to be referred to as Major Corporate Partner
- The event to be promoted as "your organisation presents the Chamber of Commerce NT Corporate Golf Day"
- A complimentary registration of two teams at the event (4 persons per team Ambrose competition)
- A five (5) minute speaking spot at the presentation
- The opportunity to present the prizes for Winner, Runner up and Wooden Spoon
- Acknowledgment and logo in the event program which is distributed to all teams on the day
- Your logo on ALL marketing material for the event which is sent Territory wide. This includes but is not limited to social media, print media, the Chamber of Commerce website and email marketing.
- Your organisations signage displayed at the central registration and presentation area of the Tennant Creek Golf Club on the day of the event.
- Opportunity to provide merchandise material for the player's goody bags
- A thank you post on social media tagging your organisation after the event.
- An official "thank you" in the Chamber's electronic newsletter "Roundup" distributed on a monthly basis to all Chamber of Commerce members across the Top End.

19th HOLE SPONSOR - \$1500 + GST

(One Only)

- Your organisation to be referred to as the 19th Hole sponsor
- Your logo on ALL marketing material for the event which is sent Territory wide. This includes but is not limited to social media, print media, the Chamber of Commerce website and email marketing
- A complimentary registration of one (1) team at the event (4 persons per team Ambrose competition)
- Your banner displayed in the BBQ area for the awards presentation
- Acknowledgment and logo in the event program which is distributed to all teams on the day
- Opportunity to provide merchandise material for the player's goody bags
- A thank you post on social media tagging your organisation after the event
- A minimum of 3 professional photos from the event relevant to your organisation, to be used at your discretion.



SPONSORSHIP OPTIONS

DRINKS CART SPONSOR - \$500 + GST (Two Only)

- Your organisation to be referred to as the "Drinks Cart Sponsor"
- Your logo on ALL marketing material for the event which is sent Territory wide. This includes but is not limited to social media, print media, the Chamber of Commerce website and email marketing
- Your banner displayed in the BBQ area for the awards presentation
- Acknowledgment and logo in the event program which is distributed to all teams on the day
- Opportunity to provide merchandise material for the player's goody bags
- A thank you post on social media tagging your organisation after the event
- A minimum of 3 professional photos from the event relevant to your organisation, to be used at your discretion.

LUNCH SPONSOR - \$750 + GST

- Your organisation to be referred to as the "Lunch Sponsor"
- Your logo on ALL marketing material for the event which is sent Territory wide. This includes but is not limited to social media, print media, the Chamber of Commerce website and email marketing
- Your banner displayed in the BBQ area for the awards presentation
- Acknowledgment and logo in the event program which is distributed to all teams on the day
- Opportunity to provide merchandise material for the player's goody bags
- A thank you post on social media tagging your organisation after the event
- A minimum of 3 professional photos from the event relevant to your organisation, to be used at your discretion.



SPONSORSHIP OPTIONS

GOLD SPONSOR - \$750 + GST

- Your organisation to be referred to as the "Drinks Cart Sponsor"
- Your logo on ALL marketing material for the event which is sent Territory wide. This includes but is not limited to social media, print media, the Chamber of Commerce website and email marketing
- Your banner displayed in the BBQ area for the awards presentation
- Acknowledgment and logo in the event program which is distributed to all teams on the day
- Opportunity to provide merchandise material for the player's goody bags
- A thank you post on social media tagging your organisation after the event
- A minimum of 3 professional photos from the event relevant to your organisation, to be used at your discretion.

SILVER SPONSOR - \$500 + GST

- Your organisation to be referred to as the "Drinks Cart Sponsor"
- Your logo on ALL marketing material for the event which is sent Territory wide. This includes but is not limited to social media, print media, the Chamber of Commerce website and email marketing
- Your banner displayed in the BBQ area for the awards presentation
- Acknowledgment and logo in the event program which is distributed to all teams on the day
- Opportunity to provide merchandise material for the player's goody bags
- A thank you post on social media tagging your organisation after the event
- A minimum of 3 professional photos from the event relevant to your organisation, to be used at your discretion.



SPONSORSHIP OPTIONS

PRIZE DONATIONS

- 2 x nearest pin female and male (2 prizes)
- 4 x best team score (2 prizes)
- 4 x runner up (4 identical prizes)
- 4 x wooden spoon (4 identical prizes)
- 4 x best dressed (4 identical prizes)
- Lucky door prizes (1 prize)

PLAYER GIFT BAG DONATIONS

Would you like to place your branded novelty item, discount vouchers or merchandise in the player gift bags?

Gift bag contents needed: Hats, t-shirts, stubby coolers, bottle openers, sunscreen, pens etc

*You will need 64 of your chosen item for even distribution



2023 SPONSORSHIP CONFIRMATION

Please accept my booking for the below sponsorship category

(Please circle your selection)

Major Partner | 19th Hole | Drink Sponsor | Lunch Sponsor | Gold Sponsor | Silver Sponsor

Prize Donations | Player Gift Donations

Company

Primary Contact

Phone

Email

Postal Address

Total to be charged \$

Card Number

/

/

/

Expiry Date

/

Name on card

Signature

- Please return your completed form alice@chambernt.com.au.
- If you prefer to be invoiced rather than pay by credit card, an invoice will be sent upon receipt of completed sponsorship confirmation.
- Payment is required in full 7 days prior to the event.





ABN 935 751 365 09

To Our Valued Supporters,

The A.B.C Amateur Race Club is pleased to announce we will be running the 2023 Brunette Races on the 22nd – 25th June and the annual campdraft in September. Our major event, Brunette Races, has been cancelled in recent years due to drought, covid-19 and a wash out in 2021. The event returned in its former glory in 2022 and continues in 2023 with 4 days of racing, campdrafting and rodeoing.

Like many community events in the area this would not be possible without the generous support from our sponsors each year. As a valued supporter of the Barkly region, we would like to invite you to support the A.B.C Amateur Race Club in 2023 as a sponsor.

The Race Club is a key part of the Northern Territory Barkly community and hosts two events each year, a four-day race meet, the “Brunette Races” and a three-day campdraft, the “Brunette Campdraft”.

The Brunette Races has been a cornerstone event in the Barkly social calendar for over a hundred years, and never fails to attract a great cross section of people – from locals and their family & friends, representatives from some of Australia’s largest Pastoral companies and visitors not only from Australia but also internationally.

In addition to the two days of unique grass-fed bush horse racing, the “Brunette Races” program contains plenty to see and do for the entire family. Over the course of the weekend the program not only offers Campdrafting, Rodeo and Gymkhana but also other key events, such as, Battle of the Barkly, Open mic, a Presentation Dinner & live entertainment, along with a selection of kid’s events. The “Brunette Races” are a showcase of the Barkly region and what it has to offer. It is a major event on the Territory’s social calendar, and we look forward to sharing the celebrations with you.

The Brunette Races would not be possible without the valued support from our network of sponsors each year. With Brunette Races just a month away, the club would like to invite you to sponsor our event. Should you choose to partner with us by way of financial support or donation of goods & services, we can offer many options to promote your business. We will be hosting an exclusive “Sponsors Marquee” at the races which is a reserved area for sponsors and their guests that will provide complimentary drinks and nibbles with the best view on the course.

If you would like to sponsor this year or know of any prospective sponsors, please contact me on 0477 943 620 or gawoods@aaco.com.au

I look forward to hearing from you soon regarding sponsorship and meeting either yourself or your chosen representative at the upcoming A.B.C. Amateur Race Club events.

Yours sincerely,

Gabby Woods

Sponsorship Coordinator
A.B.C. Amateur Race Club

For any queries or to return pledge forms please phone Gabby @ Brunette Downs on 0477 943 620 or email gawoods@aaco.com.au



ABN 935 751 365 09

2023 Sponsorship Pledge

Business Name:	
Contact Person:	
Contact Phone:	
Contact Email:	
Pledged Amount (<i>incl GST</i>):	\$
Pledged Item(s):	
Items Value (\$):	
Total sponsor representatives attending Brunette Races:	
Accommodation Required (Y/N) <i>*limited</i>	

For any queries or to return pledge forms please phone Gabby @ Brunette Downs on 0477 943 620 or email gawoods@aaco.com.au



ABN 935 751 365 09

Sponsorship Level	Amount	Advertising	Naming Rights	Accommodation	Event Access
Platinum	> \$10,000	<ul style="list-style-type: none"> ✓ Full Page in Race Book ✓ Premium Position in all print, TV media & Facebook pages ✓ Logo on sponsor board & website with link, display of banners. ✓ Premium level of P.A acknowledgement 	<ul style="list-style-type: none"> ✓ Choice of a major race or campdraft event (where available) ✓ Opportunity to present trophies for this event 	✓ If Available	6 x complimentary event passes 6 x complimentary presentation dinner passes
Gold	\$5,000 - \$9,999	<ul style="list-style-type: none"> ✓ Half page in race book ✓ Position in all print, TV media & Facebook pages ✓ Logo on sponsor board & website with link, display of banners. ✓ P.A acknowledgement 	<ul style="list-style-type: none"> ✓ Choice of a major race or campdraft event (where available) ✓ Opportunity to present trophies for this event 	✓ If Available	4 x complimentary event passes 2 x complimentary presentation dinner passes
Silver	\$1,500 - \$4,999	<ul style="list-style-type: none"> ✓ Quarter page in race book ✓ Display of banners. ✓ P.A acknowledgement 	<ul style="list-style-type: none"> ✓ A race, campdraft or rodeo event will be named on your behalf ✓ Opportunity to present trophies for this event 	✓ If Available	2 x complimentary event passes
Bronze	\$500 - \$1,499	<ul style="list-style-type: none"> ✓ Acknowledgement in race book ✓ P.A acknowledgement 	na	✓ If Available	1 x complimentary event pass
Donation Partners	All types of 'Goods & Services', 'In Kind' contributions or <\$500 monetary contribution MAJOR - \$1,000 and above MINOR - Up to \$999 in value	Major: <ul style="list-style-type: none"> ✓ Acknowledgement in race book ✓ P.A acknowledgement Minor: <ul style="list-style-type: none"> ✓ Acknowledgement in race book ✓ P.A acknowledgement 	na	✓ If Available	na

For any queries or to return pledge forms please phone Gabby @ Brunette Downs on 0477 943 620 or email gawoods@aaco.com.au

From: Frances White <frances.white@education.nt.gov.au>

Sent: Thursday, June 1, 2023 4:27:37 PM

To: reception <reception@barkly.nt.gov.au>; Jeffrey McLaughlin <Jeffrey.McLaughlin@barkly.nt.gov.au>

Subject: Fundraising Donation

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

Good afternoon,

We are currently putting together a raffle to raise funds for our whole School Formal, which will be held in September of this year.

We are trying to make it as amazing as we can, so that we sell lots of tickets and can then make the Formal something to be remembered by our students, especially the Year 12s, as it will be their last year.

We were hoping that the Barkly Regional Council would be able to help us in this endeavor, by possibly donating a 6 or 12 month gym membership.

Whatever way you could possibly assist us with, would be very gratefully received.

Many thanks for your consideration of this request.

Kind regards,

Frankie White
SAMS Administrator



T: (08) 89622102 | F: (08) 89623334
38 Stuart St | Tennant Creek | NT 0860
PO Box 546 | Tennant Creek | NT 0861
E: frances.white@education.nt.gov.au

GENERAL BUSINESS

ITEM NUMBER	16.3
TITLE	Request for the use of Common Seal for National Aboriginal and Torres Strait Islander Flexible Aged Care Program (NATSIFAC) Agreement
REFERENCE	381386
AUTHOR	Sagar Chand, Regional Community Care Manager & Acting Director of Community Development

RECOMMENDATION

That Council approves the request for the use of the Common Seal

SUMMARY:

Request to use the Common Seal for National Aboriginal and Torres Strait Islander Flexible Aged Care (NATSIFAC) Program Agreement valued at \$2,717,382.85.

BACKGROUND

Nil

ORGANISATIONAL RISK ASSESSMENT

Nil

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

ATTACHMENTS:

- 1 [P3824 - National Aboriginal and Torres Strait Islander Flexible Aged Care Program - Barkly Regional Council - 4-ILH_B5013B87.pdf](#)



Australian Government

**Commonwealth
Standard Grant Agreement**
between
the Commonwealth represented by
Department of Health and Aged Care
and
Barkly Regional Council

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Barkly Regional Council
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Local Government
Trading or business name	Barkly Regional Council
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	32 171 281 456
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	41 Peko Road, TENNANT CREEK NT 0860
Relevant business place (if different)	
Telephone	08 8962 0000
Fax	08 8962 3066
Email	steve.moore@barkly.nt.gov.au ceo@barkly.nt.gov.au

The Commonwealth

The Commonwealth of Australia represented by Department of Health and Aged Care
23 Furzer Street PHILLIP ACT 2606
ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

Organisation ID:	1-1HYJ79
Agreement ID:	4-ILH44CP
Program Schedule ID:	4-ILH44CR

A. Purpose of the Grant

The purpose of the Grant is to:

The purpose of this grant is to fund organisations to provide flexible, culturally safe aged care services to First Nations elders to remain close to their home and/or community.

The National Aboriginal and Torres Strait Islander Flexible Aged Care (NATSIFAC) Program was established in 1994 as part of the Australian Government's strategy to improve the quality of, and access to, aged care services for First Nations elders. The NATSIFAC Program is a component of the Residential and Flexible Aged Care Program under department's Outcome 3.2 (Aged Care Services) which aims to support people in residential aged care, and people with different care needs, via flexible care arrangements, including through delivery of culturally safe aged care for First Nations elders close to home and country.

The objectives of the program are to:

- deliver a range of services to meet the changing aged care needs of the community;
- provide aged care services to First Nations elders close to their home and community;
- improve access to aged care services for First Nations elders;
- improve the quality of culturally safe aged care services for First Nations elders.

The intended outcome of the program is to:

increase access to culturally safe aged service for First Nations elders mainly in remote and very remote areas of Australia.

Organisations funded under the program must ensure:

- all staff are suitably qualified or are undertaking training appropriate to the service they deliver;
- all carers have the requisite qualifications to meet care recipients personal and therapeutic care needs according to individual care plans;
- equitable access to services for all care recipients;
- regulatory requirements including grant agreement reporting requirements, the Aged Care Quality Standards and the relevant state and territory legislation are met;
- the Activity is performed strictly in accordance with the NATSIFAC Program Manual.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Aged Care Services program.

National Aboriginal and Torres Strait Islander Flexible Aged Care Program - 4-ILH44N2

B. Activity

The NATSIFAC Program funds organisations to provide flexible, culturally safe aged care to First Nations elders close to their home and/or community.

You must use the funds to:

deliver a mix of residential and/or home care services in accordance with the needs of the community within the funds provided for the Activity. The care provided must be based on the care recipient's assessed needs and include a range of services as detailed in the NATSIFAC Program Manual;

deliver flexible, good quality, culturally appropriate care that is both acceptable to and accessible by the community; and

employ Aboriginal and Torres Strait Islander people from the local community (where possible).

You must ensure:

the Activity is performed solely in accordance with the operational requirements outlined in the NATSIFAC Program Manual;

care services are provided within the allocated funding budget for the Activity;

workers (paid and voluntary) are suitably qualified or are undertaking training appropriate to the service they deliver;

all staff members working with vulnerable people, volunteers and executive decision makers undergo and have current police checks in place;

equitable access to services for all care recipients;

participation by the local community in planning and providing aged care;

care recipients remain engaged with their community (e.g through attending traditional events);

there is an Attendant Carer who has relevant qualifications to meet care recipients personal therapeutic care needs according to individual care plans;

that information regarding the complaints handling policy and processes is provided to care recipients and potential care recipients;

reportable assault requirements set out in this Schedule are met;

all reporting and legislative requirements set out in the NATSIFAC Program Manual and this grant agreement are met;

regulatory requirements including the Aged Care Quality Standards, Quality of Care Principles and the relevant state and territory legislation are met;

if you earn any money from the conduct of this Activity (including care recipient fees, rent, board or service charges), you must deal with the money earned as if it were part of the Grant. This includes keeping accurate and complete financial records of the money earned.

Note: Funding is subject to indexation. We will advise you in writing each year of the indexation that will

apply to the Funding.

Barkly Aged and Disability Services - Ali Curung, Alpururulam, Ampilatwatja, Elliott, Urapuntja.

Funded places under this agreement:

Residential: 0

Home Care: 35

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
1. Number of care recipients who: a) are of Aboriginal and/or Torres Strait Islander descent; b) identify as an Aboriginal and/or Torres Strait Islander; or c) are accepted by the community they live in or come from.	98% of care recipients are of (a), (b) and/or (c).
2. Number of care plans in place for each care recipient.	A care plan is in place for all care recipients with a review date within 6 months. Following the first 6 month review, care plans to be reviewed annually and/or as consumers' needs change
3. Number of staff that are engaged from the local community and identify as an Aboriginal and/or Torres Strait Islander.	At least 5% of staff engaged are from the local community and/or identify as Aboriginal and/or Torres Strait Islander.
4. Number of relevant persons with current police checks.	100% compliance.
5. Number of complaints received and resolved.	100% of complaints actioned within a 4 week period and at least 90% of complaints have been resolved.
6. Aged care services are delivered within grant funds and care recipient contributions.	100% of grant funding is expended in delivering the activity
7. Actively participate in and apply the Aged Care Quality Standards to all aged care services delivered in either residential care, home care or respite settings	Service providers are required to meet all of the Aged Care Quality Standards and Quality of Care Principles and have procedures in place to meet these.
8. Deliver services in accordance with the NATSIFAC Program Manual, including meeting all reporting and legislative requirements	a) 100% of reporting is completed and submitted on time b) 100% of legislative requirements are met and implemented

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	Barkly Aged and Disabilities Program	CURUNG ALI CURUNG, ALPURRURULAM, AMPILATWATJA, ELLIOT, URAPUNTJA

Service Area Information

The Activity will service the following service area/s:

Type	Service Area
------	--------------

	Type	Service Area
1	Aged Care Planning Region (2018)	Barkly

C. Duration of the Grant

The Activity starts on 1 July 2023 and ends on 30 June 2025, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2025 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$2,717,382.85 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2023-2024	\$1,360,550.10
2024-2025	\$1,356,832.75

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	015-889
Financial Institution	Tennant Creek Paterson Street ANZ
Account Number	405913019
Account Name	Barkly Regional Council

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Payment 1	1 July 2023	\$341,996.20	\$0.00	\$341,996.20
Payment 2	2 October 2023	\$341,996.20	\$0.00	\$341,996.20
Payment 3	2 January 2024	\$338,278.85	\$0.00	\$338,278.85
Payment 4	2 April 2024	\$338,278.85	\$0.00	\$338,278.85
Payment 1	1 July 2024	\$341,996.20	\$0.00	\$341,996.20
Payment 2	2 October 2024	\$341,996.20	\$0.00	\$341,996.20

Payment 3	2 January 2025	\$334,561.50	\$0.00	\$334,561.50
Payment 4	2 April 2025	\$338,278.85	\$0.00	\$338,278.85
Total Amount		\$2,717,382.85	\$0.00	\$2,717,382.85

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/07/2023 to 31/12/2023 as per the requirements in Item E.1.	26 January 2024
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/01/2024 to 30/06/2024 as per the requirements in Item E.1.	27 July 2024
Financial Acquittal Report	Financial Declaration and Audited Income and Expenditure Statement as per the requirements at Item E.3.	31 October 2024
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/07/2024 to 31/12/2024 as per the requirements in Item E.1.	26 January 2025
Performance Report	Performance Report including an Income and Expenditure Statement for the period 01/01/2025 to 30/06/2025 as per the requirements in Item E.1.	27 July 2025
Financial Acquittal Report	Financial Declaration and Audited Income and Expenditure Statement as per the requirements at Item E.3.	31 October 2025

E.1 Performance Reports

Performance Report including Income and Expenditure Statement

The Grantee is required to submit to the Commonwealth, a Performance Report including an Income and Expenditure Statement on a template provided, every six months during the term of the Activity in accordance with the due dates specified in Item E.

Each Performance Report for the Activity is to contain information on the performance of the Activity during the reporting period, including:

- the extent to which the objectives of the Activity described in Item B of the Schedule have been met to date;
- a description of the specific Activity Milestones or other outcomes completed during the reporting period; and
- an explanation as to how the Grantee is addressing any issues, problems or delays previously identified with the Activity and an explanation of any further issues, problems or delays encountered in relation to the Activity to date and how the Grantee intends to address them; and
- an income and expenditure statement against the Activity Budget.

E.2 Activity Work Plan

None Specified

E.3 Financial Acquittal Reports**Financial Declaration and Audited Income and Expenditure Statement**

The Grantee is required to submit to the Commonwealth, a Financial Declaration, on a template provided, and an Audited Income and Expenditure statement every 12 months during the term of the Activity in accordance with the due dates specified at the Item E.

The Financial Declaration and Audited Income and Expenditure Statement must be signed by the Grantee and certify that the Grantee has spent grant funding to perform the activity as set out in the Agreement. Where applicable, the Grantee must include in the certification the details of any unspent funds.

The Audited Income and Expenditure Statement must be prepared by:

- a. a Registered Company Auditor under the *Corporations Act 2001* (Cth.); or
- b. a member of CPA Australia; or
- c. a member of the Institute of Public Accountants in Australia; or
- d. a member of the Institute of Chartered Accountants in Australia.

The Audited Income and Expenditure Statement is to be accompanied by the audit opinion.

The Audited Income and Expenditure Statement must:

- be prepared in accordance with the applicable Australian Accounting Standards;
- be based on proper accounts and records for the grant recipient;
- verify that grant funding was spent to perform the activity as set out in the Agreement; and
- Include any other matters as specified in the Agreement.

E.4 Other Reports

None Specified.

F. Party representatives and address for notices**Grantee's representative and address**

Grantee's representative name	Ms Emma Bradbury Mr Russell Anderson
Position	Chief Executive Officer
Business hours telephone	08 8962 0000
E-mail	emma.bradbury@barkly.nt.gov.au russell.anderson@barkly.nt.gov.au

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	NTperformanceHealth@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Disclaimer and explanatory notes

Disclaimer

By executing this agreement you agree that you have read and accept this disclaimer, including the explanatory notes on how to duly execute this agreement. You warrant that your identity has been verified, you have legal capacity and authority to enter into this agreement, and you are signing in accordance with all legal instruments that apply to you and/or the legal entity which you represent.

Explanatory notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company**, the signatory must be the sole director and company secretary, as required under section 127 of the *Corporations Act 2011* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the *Corporations Act 2011* (Cth). If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the *Corporations Act 2011* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

Organisation ID:	1-1HYJ79
Agreement ID:	4-ILH44CP
Program Schedule ID:	4-ILH44CR

Signatures

Executed as an Agreement

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

(Name of Departmental Representative)

(Signature of Departmental Representative)

.../.../.....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

.../.../.....

Signed for and on behalf of Barkly Regional Council, 32 171 281 456 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

(Name and position held by Signatory)

(Signature)

.../.../.....

(Name and position held by second
Signatory/Name of Witness)

(Signature of second Signatory/Witness)

.../.../.....

GENERAL BUSINESS

ITEM NUMBER	16.4
TITLE	Barkly Regional Deal Community Projects Fund - Approval to Use the Common Seal
REFERENCE	381388
AUTHOR	Natasha (Tash) Adams, Media & Communications Officer

RECOMMENDATION

That Council approves the use of the Barkly Regional Council Common Seal to execute four Barkly Regional Deal Community Projects Fund Grant Agreements referenced: BRDLCPF-2022/23 – TJ01; BRDLCPF-2022/23 - TJ02; BRDLCPF-2022/23 – TJ03 and BRDLCPF- 2022/23 – TJ04.

SUMMARY:

Barkly Regional Council auspices the funding for the Barkly Regional Deal (BRD) Local Community Projects Fund (the Projects Fund). Use of the Barkly Regional Council Common Seal is required to execute the Grant Agreements.

BACKGROUND

The BRD Administration Group (Admin Group) is delegated to approve the Projects Fund grant applications. On 22 March 2023 the Admin Group approved four grant applications for tractor packages at Irrultja, Atnwengerrpe, Mungkarta and Wakurlpu communities.

Grant Agreements for these four Projects have been drawn up, referenced BRDLCPF-2022/23 – TJ01 (Irrultja); BRDLCPF-2022/23 - TJ02 (Atnwengerrpe); BRDLCPF-2022/23 – TJ03 (Mungkarta) and BRDLCPF- 2022/23 – TJ04 (Wakurlpu) to the value of \$370,314.04.

ORGANISATIONAL RISK ASSESSMENT

nil

BUDGET IMPLICATION

On 26 July 2021 Northern Territory and Commonwealth Governments provided Council with \$2M towards the Projects Fund. Council Chief Financial Officer has confirmed there are sufficient funds remaining in this account to support funding of the attached Grant Agreements.

ISSUE/OPTIONS/CONSEQUENCES

nil

CONSULTATION & TIMING

nil

ATTACHMENTS:

1  Barkly Local Community Projects Fund.pdf

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Community Work Vehicle for Irrultja

BRDLCPF – 2022/23 – TJ01

DETAILS

Grant Activity	Purchasing an all-terrain vehicle or tractor for rubbish runs, moving equipment around the community for work projects. Creates an employment opportunity for a HMO (Homelands Maintenance Officer) to be employed (by T&J) as they will have a base, vehicle and equipment to use.		
Us, We, Our (the BRC)	Barkly Regional Council		
Our Contact Details	Contact name	Russell Anderson	
	Contact person position	Chief Executive Officer	
	Postal Address	PO Box 821, Tennant Creek, NT 0861	
	Telephone	08 8962 0000	
	Email	ceo@barkly.nt.gov.au	
You, Your, the Recipient	T&J (NT) ABN 51 007 858 684		
	Registered (or required to be registered) for GST	Yes	
Your Contact Details	Contact name	Peter Davenport	
	Contact person position	Local Government and Tenancy Services Manager	
	Postal Address	PO Box 1128 Tennant Creek, Nt 0860	
	Telephone	08 - 89623073	
	Email	Peter.davenport@tjnt.com.au	
Bank Account details for payment of Grant	Account Name	Far Northern Contractors Pty Ltd	
	Bank	Commonwealth Bank	
	Account Number	10063459	BSB 065092
Grant Purpose	<p>Purpose of the Grant Activity:</p> <p># The project will involve the purchase of a vehicle for Irrultja Community to be used for Community purposes.</p> <p>Objectives of the Grant Activity:</p> <ul style="list-style-type: none"> To deliver the vehicle and a modified container to act as security and storage for the vehicle as well as tool storage and a work area. This would allow the opportunity to employ a HMO on community to repair or report any issues as well work on keeping the community tidy and Healthy The provision of either vehicles will seriously aid in the employment and retention 		

	<p>of a community HMO. T&J has the budget to employ HMO's but has found it difficult to recruit as there has not been the adequate equipment to allow the HMO to do the variety of work required to progress the community past general tidy up and minor repairs.</p> <ul style="list-style-type: none"> The vehicle will be under the control of the HMO (who will be employed by T&J) and T&J will oversee the servicing as a part of their municipal funding. Once the equipment is bought and supplied to the community it is then owned by the community. Employing an HMO (community member) to oversee it, it is still the community who would have overall carriage of its use. The community has an annual MES budget for the maintenance of community equipment such as bores, generators, and any other community shared assets. The vehicle maintenance and upkeep is covered through this funding. <p>Detailed Description of the Grant Activity: Scope Of Works: * Supply a John Deere 3038E Open Station Tractor Key Features: - 3 Cylinder Diesel Turbocharged - Open Station cab with fitted Canopy - Dimensions 3m long, 1.5m wide, 2.5m high - 24 month warranty Fitted with FA35 Loader with 4 in 1 bucket Howard Nugget 1352S Slasher with wheel kit * supply a modified container for storage and security John Deere 3038E open station tractor and attachments Modified 20' container Freight for delivery and transport to community# Admin/Auspice fees JCAC 10% Conduct of the Grant Activity: # T&J (NT) applying on behalf of Irrultja Community – auspice arrangement – the vehicle belongs to Irrultja Community</p>				
Grant	Grant Amount		GST Amount (if applicable)		
	\$83,143.18		☑ GST Amount \$ 8,314.32		
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.				
	Pmt No.	Requirement	Anticipated Date	Payment Amount (excl GST)	GST Amount (if applicable or N/A)
	1.	Both Parties sign the agreement	1/06/2023	73,143.18	7314.32
	2.	Delivery of vehicle	1/12/2023	10,000.00	1000.00
Reporting Requirements	Requirement				Due Date
	1. Final Report at Completion of project				30/09/2023
Acquittal Requirements	Requirement				Due Date
	1. Completed and certified Final Acquittal Form (at Schedule 2); 2. Copy of invoices at completion of work				31/12/2023

Grant Period	1/06/23 to 31/12/23	
Assets	Vehicle as per the attached quote	
Special Conditions:	Nil	

TERMS AND CONDITIONS

1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 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.
- 1.3 The word "including" is not a word of limitation.

2. Acknowledgments

- 2.1 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 grant 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 grant 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 to exercise our rights and meet our obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund with the Northern Territory of Australia.

3. Special Conditions and Additional Conditions

- 3.1 You must comply with the Special Conditions (if any).
- 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
 - (a) the Special Conditions;
 - (b) these terms and conditions;
 - (c) the Details; and
 - (d) any other document incorporated by reference.

4. Grant of funding

- 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
- 4.2 We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.
- 4.3 The Grant must be held in an account in your name at a bank, credit union or building society that is registered in Australia.
- 4.4 You accept responsibility for any additional expenditure or costs incurred in the Grant Activity, and we are under no obligation to provide you with further monies if your expenditure exceeds the Grant.

5. Use of the Grant

- 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
- 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.

6. Conduct of the Grant Activity

- 6.1 You must:

- (a) deliver the Grant Activity and carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;
 - (b) comply with the Barkly Local Community Projects Fund Guidelines located at <https://barklyregionaldeal.com.au/wp-content/uploads/2020/11/Guidelines.pdf>;
 - (c) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, and in accordance with this Agreement;
 - (d) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
 - (e) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
 - (f) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
 - (g) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.
- 6.2 You must carry out the Grant Activity in a manner that:
- (a) is consistent with the commitments and representations made in your application for the Grant, including timelines, budgets, and community plans or priorities and aspirations; and
 - (b) supports, employs and trains Aboriginal Territorians.
- 6.3 If you or your subcontractors engage persons or organisations to carry out the Grant Activity (or any part of it) you must:
- (a) use your reasonable endeavours to engage Aboriginal and Territory owned enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents ("Territory Enterprises");
 - (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
 - (c) avoid conflicts of interest; and
 - (d) encourage your subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity.
7. **Capital and Minor Works**
- 7.1 This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings ("Works").
- 7.2 You must:
- (a) only engage builders that are accredited under the Australian Government Building and Construction WHS Accreditation Scheme (see <https://ablis.business.gov.au/service/ag/australian-government-building-and-construction-workplace-health-and-safety-accreditation-scheme/301>) and, on our request, provide such documentation as we require to substantiate that accreditation;
 - (b) ensure the Works are completed by the end of the Grant Period;
 - (c) comply with the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125> (the Code) where the grant activity is for works that is 'commonwealth funded building work' as defined in the Code;
 - (d) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
 - (e) only engage contractors who are appropriately qualified, skilled and experienced;
 - (f) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
 - (g) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 7.3 You warrant that:
- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and

- (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.

8. Assets

- 8.1 For the purpose of this clause, "Asset" means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 8.2 You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$1,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 8.3 The Asset must be used primarily for the Grant Activity and you must:
 - (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order;
 - (d) appropriately insure the Asset; and
 - (e) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 8.4 You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.
- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.

9. Acknowledgement of Grant

- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.

10. Records, Reporting, Acquittal and Audit

- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.

11. Withholding funding

- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.

12. Unspent, Misused or Unacquitted Grant

- 12.1 If the Grant, or part of it, is not spent on the earlier of:
 - (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,you must promptly return that part of the Grant that has not been spent to us.
- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.

13. Conflict of Interest

- 13.1 For the purpose of this Agreement, "Conflict" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.

14. Insurance

- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.
- 14.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

15. Risk & Indemnity

- 15.1 You agree to deliver each Grant Activity at your own risk and we are not liable:
- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
 - (b) for the actual cost of the Grant Activity being greater than anticipated.
- 15.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

16. GST

- 16.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.
- 16.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.
- 16.3 The Grant Amount is GST exclusive.
- 16.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.
- 16.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.
- 16.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 16.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:

- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
 - (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
 - (c) you will not issue tax invoices in respect of the supply;
 - (d) you will notify us if you cease to be registered for GST purposes.
- 16.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.
- 16.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- 16.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.
- 17. Intellectual Property**
- 17.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("Agreement Material") vests in you.
- 17.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material).
- 18. Confidential Information and Privacy**
- 18.1 Subject to clause 17.2, the parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 18.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.
- 19. Notices**
- 19.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
- (a) prepaid post is taken to be received on the 3rd business day after posting; and
 - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.
- 20. Debt Due and Payable**
- 20.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.
- 21. Intervening Event**
- 21.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("Intervening Event").
- 21.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

22. Disputes:

- 22.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

23. Termination

- 23.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:

- (a) you are no longer able or willing to complete the Grant Activity;
- (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
- (c) information provided to us by you contained materially incorrect, false or misleading;
- (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;
- (e) an Intervening Event continues for more than 30 consecutive days; or
- (f) you are insolvent or become subject to any form of external administration, and clause 12 will apply.

24. Barkly Regional Deal

- 24.1 The parties acknowledge and agree that:

- (a) 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;
- (b) this Agreement is for the benefit of the Commonwealth of Australia and the Northern Territory of Australia (the **Funding Contributors**), and the Funding Contributors are entitled to the rights and privileges under this Agreement as if they each were the Barkly Regional Council and a relevant provision may be enforced by the Funding Contributors in accordance with section 56 of the *Law of Property Act 2000*; and
- (c) 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 BRC to comply with its obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund and the Barkly Regional Deal.

25. General

- 25.1 **Survival:** The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
- 25.2 **No assignment:** This Agreement is not assignable or transferrable without our written consent.
- 25.3 **Variation:** This Agreement may only be varied by an agreement in writing between the parties.
- 25.4 **Warranties:** You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.
- 25.5 **Compliance with laws:** You agree to comply with all laws relevant to the Grant Activity.
- 25.6 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties in respect of the Grant and the Grant Activity.
- 25.7 **Severance:** If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.

- 25.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.
- 25.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
- 25.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
- 25.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.
-

EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

Executed as an Agreement.

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:

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of
(Print Name of Witness)

.....
(Signature of Witness)

EXECUTED by [Print Legal Name]
in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

on the 31st
~~2008~~
(Print Day in Words)

day of MAY 202³ MAY
(Print Month and year)

By Peter Davenport
(Print Name of per/Director)

.....
(Signature of per/Director)

An Nathan Meersman
(Print Name of per/Director/Secretary)

.....
(Signature of per/Director/Secretary)

in the presence of Mili Edwards-Wallace
(Print Name of Authorized Officer)

.....
(Signature of Authorized Officer)

and Cindy Harris
(Print Name of Authorised Officer)

.....
(Signature of Authorised Officer)

Declaration and Final Acquittal Form

Section A: Project Details

For: Community Work Vehicle for Irrultja
BRDLCPF – 2022/23 – TJ01

Recipient: T&J (NT) ABN 51 007 858 684

Grant Period: 1/06/23 to 31/12/23

Grant: \$89,947.27 ex gst

Section B: Declaration

1. I *Peter Davenport*] and *Nathan Meersman*] certify, and solemnly and sincerely declare, that:
 - (a) the Recipient has met the performance measures, and has achieved the outcomes and outputs set out in the Grant Purpose;
 - (b) the Recipient has expended the total Grant on the Grant Activity in accordance with the terms and conditions of the Grant Agreement with the Northern Territory of Australia;
 - (c) the Recipient has recorded and retained original invoices and receipts with respect to the Grant; and
 - (d) the Recipient has completed and submitted to the BRC the Reports, Acquittals and proof of expenditure required under the Grant Agreement.
2. We each acknowledge that the BRC may audit the organisation to verify the accuracy of the information contained in this document.
3. We each warrant that we are authorised by and are signing for and on behalf of the Recipient.
4. We each declare the information contained in this document is true and correct and acknowledge that it is an offence to make a declaration that is false in any material particular under the *Oaths, Affidavits and Declarations Act 2010*.

This declaration is made at *Tennant Creek*].

Duly Authorised Officer 1

Name:

Title:

Signature:

Date: / / 20

Duly Authorised Officer 2

Name:

Title:

Signature:

Date: / / 20

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Community Work Vehicle for Atnwengerrpe

BRDLCPF – 2022/23 – TJ02

DETAILS

Grant Activity	Purchasing an all-terrain vehicle or tractor for rubbish runs, moving equipment around the community for work projects. Creates an employment opportunity for a HMO (Homelands Maintenance Officer) employed (by T&J) as they will have a base, vehicle and equipment to use.			
Us, We, Our (the BRC)	Barkly Regional Council			
Our Contact Details	Contact name	Russell Anderson		
	Contact person position	Chief Executive Officer		
	Postal Address	PO Box 821, Tennant Creek, NT 0861		
	Telephone	08 8962 0000		
	Email	ceo@barkly.nt.gov.au		
You, Your, the Recipient)	T&J (NT) ABN 51 007 858 684			
	Registered (or required to be registered) for GST	Yes		
Your Contact Details	Contact name	Peter Davenport		
	Contact person position	Local Government and Tenancy Services Manager		
	Postal Address	PO Box 1128 Tennant Creek, Nt 0860		
	Telephone	08 - 89623073		
	Email	Peter.davenport@tjnt.com.au		
Bank Account details for payment of Grant	Account Name	Far Northern Contractors Pty Ltd		
	Bank	Commonwealth Bank		
	Account Number	10063459	BSB	065092
Grant Purpose	<p>Purpose of the Grant Activity:</p> <p># The project will involve the purchase of a vehicle for Atnwengerrpe Community to be used for Community purposes.</p> <p>Objectives of the Grant Activity:</p> <ul style="list-style-type: none"> T&J have now signed a HMO for Atnwengerrpe. This gentleman is very experienced and held the position previously with another service provider required to progress the community past general tidy up and minor repairs. The container would be located at his house and he would have full control of its use. T&J as stated would service the vehicle as a part of the Municipal assets service funding. 			

	<p>This is very positive for us as we have been trying for a while to get someone reliable on site. It was basically the chance that the community could be successful with this application which drew James to the position as he can see so much potential for community development.</p> <ul style="list-style-type: none"> • To deliver the vehicle and a modified container to act as security and storage for the vehicle as well as tool storage and a work area. This would allow the opportunity to employ a HMO on community to repair or report any issues as well work on keeping the community tidy and Healthy • The provision of either vehicles will seriously aid in the employment and retention of a community HMO. T&J has the budget to employ HMO's but has found it difficult to recruit as there has not been the adequate equipment to allow the HMO to do the variety of work required to progress the community past general tidy up and minor repairs. • The vehicle will be under the control of the HMO (who will be employed by T&J) and T&J will oversee the servicing as a part of their municipal funding. • Once the equipment is bought and supplied to the community it is then owned by the community. Employing an HMO (community member) to oversee it, it is still the community who would have overall carriage of its use. • The community has an annual MES budget for the maintenance of community equipment such as bores, generators, and any other community shared assets. The vehicle maintenance and upkeep is covered through this funding. <p>Detailed Description of the Grant Activity:</p> <p>Scope Of Works:</p> <p>* Supply a John Deere 3038E Open Station Tractor</p> <p>Key Features:</p> <ul style="list-style-type: none"> - 3 Cylinder Diesel Turbocharged - Open Station cab with fitted Canopy - Dimensions 3m long, 1.5m wide, 2.5m high - 24 month warranty <p>Fitted with FA35 Loader with 4 in 1 bucket Howard Nugget 1352S Slasher with wheel kit</p> <p>* supply a modified container for storage and security John Deere 3038E open station tractor and attachments Modified 20' container Freight for delivery and transport to community# Admin/Auspice fees JCAC 10%</p> <p>Conduct of the Grant Activity:</p> <p># T&J (NT) applying on behalf of Atnwengerrpe Community – auspice arrangement – the vehicle belongs to Atnwengerrpe Community</p> <p>The community has shown a strong desire to get the tractor as opposed to the all-terrain vehicle.</p>				
Grant	Grant Amount		GST Amount (if applicable)		
	\$83,143.18		<input checked="" type="checkbox"/> GST Amount \$ 8,314.32		
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.				
	Pmt No.	Requirement	Anticipated Date	Payment Amount (excl GST)	GST Amount (if

					applicable or N/A)
	1.	Both Parties sign the agreement	1/06/2023	73,143.18	7314.32
	2.	Delivery of vehicle	1/12/2023	10,000.00	1000.00
Reporting Requirements	Requirement				Due Date
	1.	Final Report at Completion of project			30/09/2023
Acquittal Requirements	Requirement				Due Date
	1.	Completed and certified Final Acquittal Form (at Schedule 2);			31/12/2023
	2.	Copy of invoices at completion of work			
Grant Period	1/06/23 to 31/12/23				
Assets	Vehicle as per the attached quote				
Special Conditions:	Nil				

TERMS AND CONDITIONS

1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 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.
- 1.3 The word "including" is not a word of limitation.

2. Acknowledgments

- 2.1 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 grant 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 grant 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 to exercise our rights and meet our obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund with the Northern Territory of Australia.

3. Special Conditions and Additional Conditions

- 3.1 You must comply with the Special Conditions (if any).
- 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
- (a) the Special Conditions;
 - (b) these terms and conditions;
 - (c) the Details; and
 - (d) any other document incorporated by reference.

4. Grant of funding

- 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
- 4.2 We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.

- 4.3 The Grant must be held in an account in your name at a bank, credit union or building society that is registered in Australia.
- 4.4 You accept responsibility for any additional expenditure or costs incurred in the Grant Activity, and we are under no obligation to provide you with further monies if your expenditure exceeds the Grant.
5. **Use of the Grant**
- 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
- 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.
6. **Conduct of the Grant Activity**
- 6.1 You must:
- (a) deliver the Grant Activity and carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;
 - (b) comply with the Barkly Local Community Projects Fund Guidelines located at <https://barklyregionaldeal.com.au/wp-content/uploads/2020/11/Guidelines.pdf>;
 - (c) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, and in accordance with this Agreement;
 - (d) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
 - (e) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
 - (f) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
 - (g) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.
- 6.2 You must carry out the Grant Activity in a manner that:
- (a) is consistent with the commitments and representations made in your application for the Grant, including timelines, budgets, and community plans or priorities and aspirations; and
 - (b) supports, employs and trains Aboriginal Territorians.
- 6.3 If you or your subcontractors engage persons or organisations to carry out the Grant Activity (or any part of it) you must:
- (a) use your reasonable endeavours to engage Aboriginal and Territory owned enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents ("Territory Enterprises");
 - (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
 - (c) avoid conflicts of interest; and
 - (d) encourage your subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity.
7. **Capital and Minor Works**
- 7.1 This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings ("Works").
- 7.2 You must:
- (a) only engage builders that are accredited under the Australian Government Building and Construction WHS Accreditation Scheme (see <https://ablis.business.gov.au/service/ag/australian-government-building-and-construction-workplace-health-and-safety-accreditation-scheme/301>) and, on our request, provide such documentation as we require to substantiate that accreditation;
 - (b) ensure the Works are completed by the end of the Grant Period;

- (c) comply with the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125> (the Code) where the grant activity is for works that is 'commonwealth funded building work' as defined in the Code;
 - (d) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
 - (e) only engage contractors who are appropriately qualified, skilled and experienced;
 - (f) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
 - (g) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 7.3 You warrant that:
- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
 - (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.
8. **Assets**
- 8.1 For the purpose of this clause, "Asset" means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 8.2 You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$1,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 8.3 The Asset must be used primarily for the Grant Activity and you must:
- (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order;
 - (d) appropriately insure the Asset; and
 - (e) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 8.4 You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.
- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.
9. **Acknowledgement of Grant**
- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.
10. **Records, Reporting, Acquittal and Audit**
- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.

11. Withholding funding

- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.

12. Unspent, Misused or Unacquitted Grant

- 12.1 If the Grant, or part of it, is not spent on the earlier of:
- (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
- you must promptly return that part of the Grant that has not been spent to us.
- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.

13. Conflict of Interest

- 13.1 For the purpose of this Agreement, "Conflict" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.

14. Insurance

- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.
- 14.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

15. Risk & Indemnity

- 15.1 You agree to deliver each Grant Activity at your own risk and we are not liable:
- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
 - (b) for the actual cost of the Grant Activity being greater than anticipated.
- 15.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

16. GST

- 16.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.

- 16.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.
- 16.3 The Grant Amount is GST exclusive.
- 16.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.
- 16.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.
- 16.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 16.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:
- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
 - (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
 - (c) you will not issue tax invoices in respect of the supply;
 - (d) you will notify us if you cease to be registered for GST purposes.
- 16.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.
- 16.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- 16.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.
- 17. Intellectual Property**
- 17.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("Agreement Material") vests in you.
- 17.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material).
- 18. Confidential Information and Privacy**
- 18.1 Subject to clause 17.2, the parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 18.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.
- 19. Notices**
- 19.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
- (a) prepaid post is taken to be received on the 3rd business day after posting; and
 - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.

20. Debt Due and Payable

- 20.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.

21. Intervening Event

- 21.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("Intervening Event").
- 21.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

22. Disputes:

- 22.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

23. Termination

- 23.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:
- (a) you are no longer able or willing to complete the Grant Activity;
 - (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
 - (c) information provided to us by you contained materially incorrect, false or misleading;
 - (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;
 - (e) an Intervening Event continues for more than 30 consecutive days; or
 - (f) you are insolvent or become subject to any form of external administration, and clause 12 will apply.

24. Barkly Regional Deal

- 24.1 The parties acknowledge and agree that:
- (a) 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;
 - (b) this Agreement is for the benefit of the Commonwealth of Australia and the Northern Territory of Australia (the **Funding Contributors**), and the Funding Contributors are entitled to the rights and privileges under this Agreement as if they each were the Barkly Regional Council and a relevant provision may be enforced by the Funding Contributors in accordance with section 56 of the *Law of Property Act 2000*; and
 - (c) 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 BRC to comply with its obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund and the Barkly Regional Deal.

25. General

- 25.1 Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
 - 25.2 No assignment: This Agreement is not assignable or transferrable without our written consent.
 - 25.3 Variation: This Agreement may only be varied by an agreement in writing between the parties.
 - 25.4 Warranties: You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.
 - 25.5 Compliance with laws: You agree to comply with all laws relevant to the Grant Activity.
 - 25.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant and the Grant Activity.
 - 25.7 Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.
 - 25.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.
 - 25.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
 - 25.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
 - 25.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.
-

EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

Executed as an Agreement.

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:

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of
(Print Name of Witness)

.....
(Signature of Witness)

EXECUTED by [Print Legal Name]
in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

on the day of
(Print Day in Words) (Print Month and year)

by
(Print Name of Director) (Signature of Director)

and
(Print Name of Director/Secretary) (Signature of Director/Secretary)

in the presence of
(Print Name of Authorised Officer) (Signature of Authorised Officer)

and
(Print Name of Authorised Officer) (Signature of Authorised Officer)

Declaration and Final Acquittal Form

Section A: Project Details

For: Community Work Vehicle for Atnwengerrpe
BRDLCPF - 2022/23 - TJ01

Recipient: T&J (NT) ABN 51 007 858 684

Grant Period: 1/06/23 to 31/12/23

Grant: \$89,947.27 ex gst

Section B: Declaration

1. I *[insert full name of Duly Authorised Officer 1]* and *[insert full name of Duly Authorised Officer 2]* certify, and solemnly and sincerely declare, that:
 - (a) the Recipient has met the performance measures, and has achieved the outcomes and outputs set out in the Grant Purpose;
 - (b) the Recipient has expended the total Grant on the Grant Activity in accordance with the terms and conditions of the Grant Agreement with the Northern Territory of Australia;
 - (c) the Recipient has recorded and retained original invoices and receipts with respect to the Grant; and
 - (d) the Recipient has completed and submitted to the BRC the Reports, Acquittals and proof of expenditure required under the Grant Agreement.
2. We each acknowledge that the BRC may audit the organisation to verify the accuracy of the information contained in this document.
3. We each warrant that we are authorised by and are signing for and on behalf of the Recipient.
4. We each declare the information contained in this document is true and correct and acknowledge that it is an offence to make a declaration that is false in any material particular under the *Oaths, Affidavits and Declarations Act 2010*.

This declaration is made at *[insert the place where the declaration is being made, e.g. Darwin]*.

Duly Authorised Officer 1

Name:

Title:

Signature:

Date: / / 20

Duly Authorised Officer 2

Name:

Title:

Signature:

Date: / / 20

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Community work vehicle and work shed for Mungkarta

BRDLCPF – 2022/23 – TJ03

DETAILS

Grant Activity	To supply the community with a 4WD all terrain vehicle for work use for the community and a storage container modifies to house and secure the vehicle as well be a small workshop			
Us, We, Our (the BRC)	Barkly Regional Council			
Our Contact Details	Contact name	Russell Anderson		
	Contact person position	Chief Executive Officer		
	Postal Address	PO Box 821, Tennant Creek, NT 0861		
	Telephone	08 8962 0000		
	Email	ceo@barkly.nt.gov.au		
You, Your, the Recipient)	T&J (NT) ABN 51 007 858 684			
	Registered (or required to be registered) for GST	Yes		
Your Contact Details	Contact name	Peter Davenport		
	Contact person position	Local Government and Tenancy Services Manager		
	Postal Address	PO Box 1128 Tennant Creek, Nt 0860		
	Telephone	08 - 89623073		
	Email	Peter.davenport@tjnt.com.au		
Bank Account details for payment of Grant	Account Name	Far Northern Enterprises Pty Ltd		
	Bank	Commonwealth Bank		
	Account Number	10063459	BSB	065092
Grant Purpose	<p>Purpose of the Grant Activity:</p> <p># The project will involve the purchase of a vehicle for Mungkarta Community to be used for Community purposes.</p> <p>Objectives of the Grant Activity:</p> <ul style="list-style-type: none"> To deliver the vehicle and a modified container to act as security and storage for the vehicle as well as tool storage and a work area. This would allow the opportunity to employ a HMO on community to repair or report any issues as well work on keeping the community tidy and Healthy The provision of either vehicles will seriously aid in the employment and retention of a community HMO. T&J has the budget to employ HMO's but has found it difficult 			

	<p>to recruit as there has not been the adequate equipment to allow the HMO to do the variety of work required to progress the community past general tidy up and minor repairs.</p> <ul style="list-style-type: none"> • The vehicle will be under the control of the HMO (who will be employed by T&J) and T&J will oversee the servicing as a part of their municipal funding. • Once the equipment is bought and supplied to the community it is then owned by the community. Employing an HMO (community member) to oversee it, it is still the community who would have overall carriage of its use. • The community has an annual MES budget for the maintenance of community equipment such as bores, generators, and any other community shared assets. The vehicle maintenance and upkeep is covered through this funding. <p>Detailed Description of the Grant Activity: Scope Of Works: * Supply a John Deere 3038E Open Station Tractor Key Features: - 3 Cylinder Diesel Turbocharged - Open Station cab with fitted Canopy - Dimensions 3m long, 1.5m wide, 2.5m high - 24 month warranty Fitted with FA35 Loader with 4 in 1 bucket Howard Nugget 1352S Slasher with wheel kit * supply a modified container for storage and security John Deere 3038E open station tractor and attachments Modified 20' container Freight for delivery and transport to community# Admin/Auspice fees JCAC 10% Conduct of the Grant Activity: # T&J (NT) applying on behalf of MungkartaCommunity - auspice arrangement - the vehicle belongs to Mungkarta Community</p>				
Grant	Grant Amount		GST Amount (if applicable)		
	\$81,493.18		<input checked="" type="checkbox"/> GST Amount \$ 8,149.32		
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.				
	Pmt No.	Requirement	Anticipated Date	Payment Amount (excl GST)	GST Amount (if applicable or N/A)
	1.	Both Parties sign the agreement	1/06/2023	71,493.18	7149.32
	2.	Delivery of vehicle	1/12/2023	10,000.00	1000.00
Reporting Requirements	Requirement				Due Date
	1. Final Report at Completion of project				30/09/2023
Acquittal Requirements	Requirement				Due Date
	1. Completed and certified Final Acquittal Form (at Schedule 2); 2. Copy of invoices at completion of work				31/12/2023

Grant Period	1/06/23 to 31/12/23	
Assets	Vehicle as per the attached quote	
Special Conditions:	Nil	

TERMS AND CONDITIONS

1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 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.
- 1.3 The word "including" is not a word of limitation.

2. Acknowledgments

- 2.1 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 grant 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 grant 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 to exercise our rights and meet our obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund with the Northern Territory of Australia.

3. Special Conditions and Additional Conditions

- 3.1 You must comply with the Special Conditions (if any).
- 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
 - (a) the Special Conditions;
 - (b) these terms and conditions;
 - (c) the Details; and
 - (d) any other document incorporated by reference.

4. Grant of funding

- 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
- 4.2 We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.
- 4.3 The Grant must be held in an account in your name at a bank, credit union or building society that is registered in Australia.
- 4.4 You accept responsibility for any additional expenditure or costs incurred in the Grant Activity, and we are under no obligation to provide you with further monies if your expenditure exceeds the Grant.

5. Use of the Grant

- 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
- 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.

6. Conduct of the Grant Activity

- 6.1 You must:

- (a) deliver the Grant Activity and carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;
 - (b) comply with the Barkly Local Community Projects Fund Guidelines located at <https://barklyregionaldeal.com.au/wp-content/uploads/2020/11/Guidelines.pdf>;
 - (c) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, and in accordance with this Agreement;
 - (d) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
 - (e) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
 - (f) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
 - (g) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.
- 6.2 You must carry out the Grant Activity in a manner that:
- (a) is consistent with the commitments and representations made in your application for the Grant, including timelines, budgets, and community plans or priorities and aspirations; and
 - (b) supports, employs and trains Aboriginal Territorians.
- 6.3 If you or your subcontractors engage persons or organisations to carry out the Grant Activity (or any part of it) you must:
- (a) use your reasonable endeavours to engage Aboriginal and Territory owned enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents ("Territory Enterprises");
 - (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
 - (c) avoid conflicts of interest; and
 - (d) encourage your subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity.
7. **Capital and Minor Works**
- 7.1 This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings ("Works").
- 7.2 You must:
- (a) only engage builders that are accredited under the Australian Government Building and Construction WHS Accreditation Scheme (see <https://ablis.business.gov.au/service/ag/australian-government-building-and-construction-workplace-health-and-safety-accreditation-scheme/301>) and, on our request, provide such documentation as we require to substantiate that accreditation;
 - (b) ensure the Works are completed by the end of the Grant Period;
 - (c) comply with the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125> (the Code) where the grant activity is for works that is 'commonwealth funded building work' as defined in the Code;
 - (d) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
 - (e) only engage contractors who are appropriately qualified, skilled and experienced;
 - (f) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
 - (g) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 7.3 You warrant that:
- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and

- (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.
- 8. Assets**
- 8.1 For the purpose of this clause, "Asset" means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 8.2 You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$1,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 8.3 The Asset must be used primarily for the Grant Activity and you must:
- (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order;
 - (d) appropriately insure the Asset; and
 - (e) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 8.4 You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.
- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.
- 9. Acknowledgement of Grant**
- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.
- 10. Records, Reporting, Acquittal and Audit**
- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.
- 11. Withholding funding**
- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.
- 12. Unspent, Misused or Unacquitted Grant**
- 12.1 If the Grant, or part of it, is not spent on the earlier of:
- (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
- you must promptly return that part of the Grant that has not been spent to us.
- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.
- 13. Conflict of Interest**

- 13.1 For the purpose of this Agreement, "Conflict" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.

14. Insurance

- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.
- 14.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

15. Risk & Indemnity

- 15.1 You agree to deliver each Grant Activity at your own risk and we are not liable:
- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
 - (b) for the actual cost of the Grant Activity being greater than anticipated.
- 15.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

16. GST

- 16.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.
- 16.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.
- 16.3 The Grant Amount is GST exclusive.
- 16.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.
- 16.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.
- 16.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 16.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:

- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
 - (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
 - (c) you will not issue tax invoices in respect of the supply;
 - (d) you will notify us if you cease to be registered for GST purposes.
- 16.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.
- 16.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- 16.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.
- 17. **Intellectual Property**
- 17.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("Agreement Material") vests in you.
- 17.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material).
- 18. **Confidential Information and Privacy**
- 18.1 Subject to clause 17.2, the parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 18.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.
- 19. **Notices**
- 19.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
 - (a) prepaid post is taken to be received on the 3rd business day after posting; and
 - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.
- 20. **Debt Due and Payable**
- 20.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.
- 21. **Intervening Event**
- 21.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("Intervening Event").
- 21.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

22. Disputes:

- 22.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

23. Termination

- 23.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:

- (a) you are no longer able or willing to complete the Grant Activity;
- (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
- (c) information provided to us by you contained materially incorrect, false or misleading;
- (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;
- (e) an Intervening Event continues for more than 30 consecutive days; or
- (f) you are insolvent or become subject to any form of external administration, and clause 12 will apply.

24. Barkly Regional Deal

- 24.1 The parties acknowledge and agree that:

- (a) 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;
- (b) this Agreement is for the benefit of the Commonwealth of Australia and the Northern Territory of Australia (the Funding Contributors), and the Funding Contributors are entitled to the rights and privileges under this Agreement as if they each were the Barkly Regional Council and a relevant provision may be enforced by the Funding Contributors in accordance with section 56 of the *Law of Property Act 2000*; and
- (c) 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 BRC to comply with its obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund and the Barkly Regional Deal.

25. General

- 25.1 Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
- 25.2 No assignment: This Agreement is not assignable or transferrable without our written consent.
- 25.3 Variation: This Agreement may only be varied by an agreement in writing between the parties.
- 25.4 Warranties: You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.
- 25.5 Compliance with laws: You agree to comply with all laws relevant to the Grant Activity.
- 25.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant and the Grant Activity.
- 25.7 Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.

- 25.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.
- 25.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
- 25.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
- 25.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.
-

EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

Executed as an Agreement.

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:

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of

.....
(Print Name of Witness)

.....
(Signature of Witness)

EXECUTED by [Print Legal Name]
in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

on the

31st
.....
(Print Day in Words)

day of

MAY 2023
.....
(Print Month and year)

by

Peter Davenport
.....
(Print Name of Director)

.....
(Signature of Director)

and

Nathan Meersman
.....
(Print Name of Director/Secretary)

.....
(Signature of Director/Secretary)

in the presence of

Mit Edwards-Wallace
.....
(Print Name of Authorised Officer)

.....
(Signature of Authorised Officer)

and

Cindy Harris
.....
(Print Name of Authorised Officer)

.....
(Signature of Authorised Officer)

Declaration and Final Acquittal Form

Section A: Project Details

For: Community Work Vehicle for Mungkarta
BRDLCPF - 2022/23 - TJ01

Recipient: T&J (NT) ABN 51 007 858 684

Grant Period: 1/06/23 to 31/12/23

Grant: \$89,947.27 ex gst

Section B: Declaration

1. I [insert full name of Duly Authorised Officer 1] and [insert full name of Duly Authorised Officer 2] certify, and solemnly and sincerely declare, that:
 - (a) the Recipient has met the performance measures, and has achieved the outcomes and outputs set out in the Grant Purpose;
 - (b) the Recipient has expended the total Grant on the Grant Activity in accordance with the terms and conditions of the Grant Agreement with the Northern Territory of Australia;
 - (c) the Recipient has recorded and retained original invoices and receipts with respect to the Grant; and
 - (d) the Recipient has completed and submitted to the BRC the Reports, Acquittals and proof of expenditure required under the Grant Agreement.
2. We each acknowledge that the BRC may audit the organisation to verify the accuracy of the information contained in this document.
3. We each warrant that we are authorised by and are signing for and on behalf of the Recipient.
4. We each declare the information contained in this document is true and correct and acknowledge that it is an offence to make a declaration that is false in any material particular under the *Oaths, Affidavits and Declarations Act 2010*.

This declaration is made at [insert the place where the declaration is being made, e.g. Darwin].

Duly Authorised Officer 1

Name:

Title:

Signature:

Date: / / 20

Duly Authorised Officer 2

Name:

Title:

Signature:

Date: / / 20

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Community work vehicle and work shed for Wakurlpu

BRDLCPF – 2022/23 – TJ04

DETAILS

Grant Activity	Purchasing an all-terrain vehicle or tractor for rubbish runs, moving equipment around the community for work projects. Creates an employment opportunity for a HMO (Homelands Maintenance Officer) to be employed (by T&J) as they will have a base, vehicle and equipment to use.		
Us, We, Our (the BRC)	Barkly Regional Council		
Our Contact Details	Contact name	Russell Anderson	
	Contact person position	Chief Executive Officer	
	Postal Address	PO Box 821, Tennant Creek, NT 0861	
	Telephone	08 8962 0000	
	Email	ceo@barkly.nt.gov.au	
You, Your, the Recipient	T&J (NT) ABN 51 007 858 684		
	Registered (or required to be registered) for GST	Yes	
Your Contact Details	Contact name	Peter Davenport	
	Contact person position	Local Government and Tenancy Services Manager	
	Postal Address	PO Box 1128 Tennant Creek, Nt 0860	
	Telephone	08 - 89623073	
	Email	Peter.davenport@tjnt.com.au	
Bank Account details for payment of Grant	Account Name	Far Northern Contractors Pty Ltd	
	Bank	Commonwealth Bank	
	Account Number	10063459	BSB 065092
Grant Purpose	<p>Purpose of the Grant Activity:</p> <p># The project will involve the purchase of a vehicle for Wakurlpu Community to be used for Community purposes.</p> <p>Objectives of the Grant Activity:</p> <ul style="list-style-type: none"> To deliver the vehicle and a modified container to act as security and storage for the vehicle as well as tool storage and a work area. This would allow the opportunity to employ a HMO on community to repair or report any issues as well work on keeping the community tidy and Healthy 		

	<ul style="list-style-type: none">• The provision of either vehicles will seriously aid in the employment and retention of a community HMO. T&J has the budget to employ HMO's but has found it difficult to recruit as there has not been the adequate equipment to allow the HMO to do the variety of work required to progress the community past general tidy up and minor repairs.• The vehicle will be under the control of the HMO (who will be employed by T&J) and T&J will oversee the servicing as a part of their municipal funding.• Once the equipment is bought and supplied to the community it is then owned by the community. Employing an HMO (community member) to oversee it, it is still the community who would have overall carriage of its use.• The community has an annual MES budget for the maintenance of community equipment such as bores, generators, and any other community shared assets. The vehicle maintenance and upkeep is covered through this funding. <p>Detailed Description of the Grant Activity: Scope Of Works: * Supply a John Deere 3038E Open Station Tractor Key Features: - 3 Cylinder Diesel Turbocharged - Open Station cab with fitted Canopy - Dimensions 3m long,1.5m wide,2.5m high - 24 month warranty Fitted with FA35 Loader with 4 in 1 bucket Howard Nugget 1352S Slasher with wheel kit * supply a modified container for storage and security John Deere 3038E open station tractor and attachments Modified 20' container Freight for delivery and transport to community# Admin/Auspice fees JCAC 10% Conduct of the Grant Activity: # T&J (NT) applying on behalf of Wakurlpu Community - auspice arrangement - the vehicle belongs to Wakurlpu Community</p>				
Grant	Grant Amount			GST Amount (if applicable)	
	\$82,093.18			☑ GST Amount \$ 8,209.32	
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.				
	Pmt No.	Requirement	Anticipated Date	Payment Amount (excl GST)	GST Amount (if applicable or N/A)
	1.	Both Parties sign the agreement	1/06/2023	72,093.18	7209.32
	2.	Delivery of vehicle	1/12/2023	10,000.00	1000.00
Reporting Requirements	Requirement				Due Date
	1. Final Report at Completion of project				30/09/2023
Acquittal Requirements	Requirement				Due Date

	1. Completed and certified Final Acquittal Form (at Schedule 2); 2. Copy of invoices at completion of work	31/12/2023
Grant Period	1/06/23 to 31/12/23	
Assets	Vehicle as per the attached quote	
Special Conditions:	Nil	

TERMS AND CONDITIONS

1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 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.
- 1.3 The word "including" is not a word of limitation.

2. Acknowledgments

- 2.1 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 grant 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 grant 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 to exercise our rights and meet our obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund with the Northern Territory of Australia.

3. Special Conditions and Additional Conditions

- 3.1 You must comply with the Special Conditions (if any).
- 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
 - (a) the Special Conditions;
 - (b) these terms and conditions;
 - (c) the Details; and
 - (d) any other document incorporated by reference.

4. Grant of funding

- 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
- 4.2 We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.
- 4.3 The Grant must be held in an account in your name at a bank, credit union or building society that is registered in Australia.
- 4.4 You accept responsibility for any additional expenditure or costs incurred in the Grant Activity, and we are under no obligation to provide you with further monies if your expenditure exceeds the Grant.

5. Use of the Grant

- 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
- 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.

6. Conduct of the Grant Activity

6.1 You must:

- (a) deliver the Grant Activity and carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;
- (b) comply with the Barkly Local Community Projects Fund Guidelines located at <https://barklyregionaldeal.com.au/wp-content/uploads/2020/11/Guidelines.pdf>;
- (c) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, and in accordance with this Agreement;
- (d) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
- (e) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
- (f) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
- (g) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.

6.2 You must carry out the Grant Activity in a manner that:

- (a) is consistent with the commitments and representations made in your application for the Grant, including timelines, budgets, and community plans or priorities and aspirations; and
- (b) supports, employs and trains Aboriginal Territorians.

6.3 If you or your subcontractors engage persons or organisations to carry out the Grant Activity (or any part of it) you must:

- (a) use your reasonable endeavours to engage Aboriginal and Territory owned enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents ("Territory Enterprises");
- (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
- (c) avoid conflicts of interest; and
- (d) encourage your subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity.

7. Capital and Minor Works

7.1 This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings ("Works").

7.2 You must:

- (a) only engage builders that are accredited under the Australian Government Building and Construction WHS Accreditation Scheme (see <https://ablis.business.gov.au/service/ag/australian-government-building-and-construction-workplace-health-and-safety-accreditation-scheme/301>) and, on our request, provide such documentation as we require to substantiate that accreditation;
- (b) ensure the Works are completed by the end of the Grant Period;
- (c) comply with the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125> (the Code) where the grant activity is for works that is 'commonwealth funded building work' as defined in the Code;
- (d) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
- (e) only engage contractors who are appropriately qualified, skilled and experienced;
- (f) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
- (g) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.

7.3 You warrant that:

- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
 - (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.
- 8. **Assets**
- 8.1 For the purpose of this clause, "Asset" means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 8.2 You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$1,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 8.3 The Asset must be used primarily for the Grant Activity and you must:
 - (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order;
 - (d) appropriately insure the Asset; and
 - (e) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 8.4 You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.
- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.
- 9. **Acknowledgement of Grant**
- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.
- 10. **Records, Reporting, Acquittal and Audit**
- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.
- 11. **Withholding funding**
- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.
- 12. **Unspent, Misused or Unacquitted Grant**
- 12.1 If the Grant, or part of it, is not spent on the earlier of:
 - (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
 you must promptly return that part of the Grant that has not been spent to us.

- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.
- 13. Conflict of Interest**
- 13.1 For the purpose of this Agreement, "Conflict" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.
- 14. Insurance**
- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.
- 14.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.
- 15. Risk & Indemnity**
- 15.1 You agree to deliver each Grant Activity at your own risk and we are not liable:
- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
 - (b) for the actual cost of the Grant Activity being greater than anticipated.
- 15.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.
- 16. GST**
- 16.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.
- 16.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.
- 16.3 The Grant Amount is GST exclusive.
- 16.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.
- 16.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.

- 16.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 16.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:
- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
 - (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
 - (c) you will not issue tax invoices in respect of the supply;
 - (d) you will notify us if you cease to be registered for GST purposes.
- 16.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.
- 16.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- 16.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.
17. Intellectual Property
- 17.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("Agreement Material") vests in you.
- 17.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material).
18. Confidential Information and Privacy
- 18.1 Subject to clause 17.2, the parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 18.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.
19. Notices
- 19.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
- (a) prepaid post is taken to be received on the 3rd business day after posting; and
 - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.
20. Debt Due and Payable
- 20.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.
21. Intervening Event
- 21.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by

circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("Intervening Event").

- 21.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

22. Disputes:

- 22.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

23. Termination

- 23.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:

- (a) you are no longer able or willing to complete the Grant Activity;
 - (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
 - (c) information provided to us by you contained materially incorrect, false or misleading;
 - (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;
 - (e) an Intervening Event continues for more than 30 consecutive days; or
 - (f) you are insolvent or become subject to any form of external administration,
- and clause 12 will apply.

24. Barkly Regional Deal

- 24.1 The parties acknowledge and agree that:

- (a) 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;
- (b) this Agreement is for the benefit of the Commonwealth of Australia and the Northern Territory of Australia (the **Funding Contributors**), and the Funding Contributors are entitled to the rights and privileges under this Agreement as if they each were the Barkly Regional Council and a relevant provision may be enforced by the Funding Contributors in accordance with section 56 of the *Law of Property Act 2000*; and
- (c) 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 BRC to comply with its obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund and the Barkly Regional Deal.

25. General

- 25.1 **Survival:** The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
- 25.2 **No assignment:** This Agreement is not assignable or transferrable without our written consent.
- 25.3 **Variation:** This Agreement may only be varied by an agreement in writing between the parties.
- 25.4 **Warranties:** You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.
- 25.5 **Compliance with laws:** You agree to comply with all laws relevant to the Grant Activity.

- 25.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant and the Grant Activity.
- 25.7 Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.
- 25.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.
- 25.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
- 25.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
- 25.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.
-

EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

Executed as an Agreement.

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:

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

In the presence of
(Print Name of Witness)

.....
(Signature of Witness)

EXECUTED by [Print Legal Name]
in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

on the 31ST day of MAY 2023
(Print Day in Words) (Print Month and year)

by Peter Davenport
(Print Name of Director) (Signature of Director)
and Nathan Meersman
(Print Name of Director/Secretary) (Signature of Director/Secretary)

in the presence of Mili Edwards-Wallace
(Print Name of Authorised Officer) (Signature of Authorised Officer)
and Cindy Harris
(Print Name of Authorised Officer) (Signature of Authorised Officer)

Declaration and Final Acquittal Form

Section A: Project Details

For: Community Work Vehicle for Wakurlpu
BRDLCPF - 2022/23 - TJ01

Recipient: T&J (NT) ABN 51 007 858 684

Grant Period: 1/06/23 to 31/12/23

Grant: \$89,947.27 ex gst

Section B: Declaration

1. I [insert full name of Duly Authorised Officer 1] and [insert full name of Duly Authorised Officer 2] certify, and solemnly and sincerely declare, that:
 - (a) the Recipient has met the performance measures, and has achieved the outcomes and outputs set out in the Grant Purpose;
 - (b) the Recipient has expended the total Grant on the Grant Activity in accordance with the terms and conditions of the Grant Agreement with the Northern Territory of Australia;
 - (c) the Recipient has recorded and retained original invoices and receipts with respect to the Grant; and
 - (d) the Recipient has completed and submitted to the BRC the Reports, Acquittals and proof of expenditure required under the Grant Agreement.
2. We each acknowledge that the BRC may audit the organisation to verify the accuracy of the information contained in this document.
3. We each warrant that we are authorised by and are signing for and on behalf of the Recipient.
4. We each declare the information contained in this document is true and correct and acknowledge that it is an offence to make a declaration that is false in any material particular under the *Oaths, Affidavits and Declarations Act 2010*.

This declaration is made at [insert the place where the declaration is being made, e.g. Darwin].

Duly Authorised Officer 1

Name:

Title:

Signature:

Date: / / 20

Duly Authorised Officer 2

Name:

Title:

Signature:

Date: / / 20

GENERAL BUSINESS

ITEM NUMBER	16.5
TITLE	Swimming Pool Closure
REFERENCE	381610
AUTHOR	Troy Koch, Director of Operations

RECOMMENDATION

That Council close the Tennant Creek Swimming Pool until the 1 August 2023

SUMMARY:

Due to the cooler weather we have had only 17 people use the pool in May 2023. Closing the Swimming Pool presents the opportunity to address minor maintenance issues as well as the opportunity to investigate pump, chlorine dosing and solar hot water issues.

BACKGROUND

Over the previous year we have had numerous closures due to maintenance issues. The closure will enable us to address minor issues and plan/budget or address the bigger issues. This shall enable us to provide an improved service to the community in the year ahead.

ORGANISATIONAL RISK ASSESSMENT

Nil

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

ATTACHMENTS:

There are no attachments for this report.