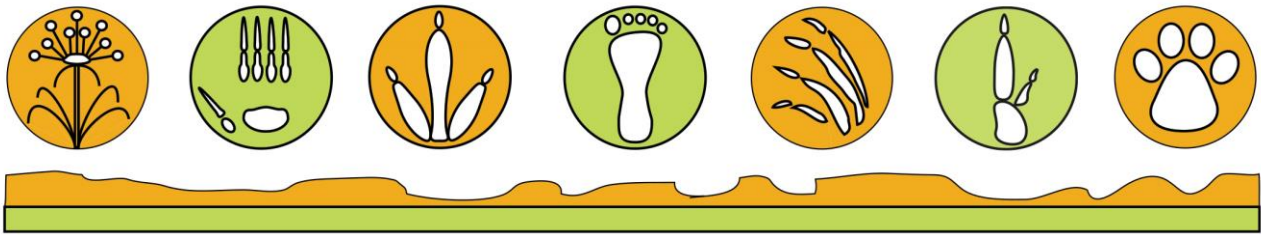


# BARKLY REGIONAL COUNCIL



## AGENDA ORDINARY COUNCIL MEETING

**THURSDAY, 25 MAY 2023**

Barkly Regional Council's Ordinary Council Meeting will be held in Council Chambers, 41 Peko Road, Tennant Creek on Thursday, 25 May 2023 at 8:30am.

**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.

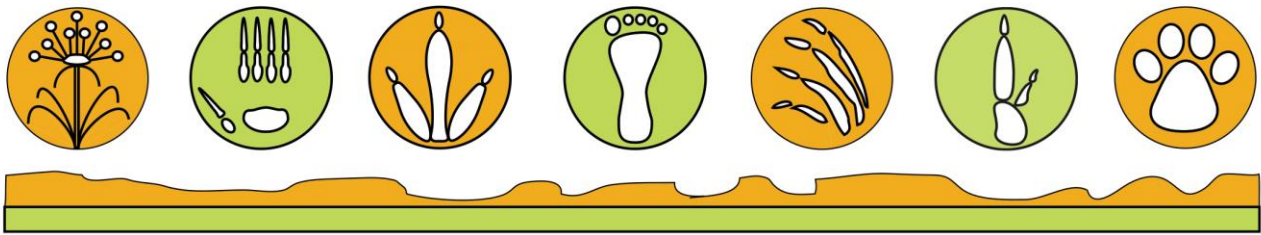
We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

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

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# AGENDA

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ITEM	SUBJECT	PAGE NO
<b>1</b>	<b>OPENING AND ATTENDANCE</b>	
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	
<b>2</b>	<b>CONFIRMATION OF PREVIOUS MINUTES</b>	
	<i>Nil</i>	
<b>3</b>	<b>ACTIONS FROM PREVIOUS MINUTES</b>	
	<i>Nil</i>	
<b>4</b>	<b>ADDRESSING THE MEETING</b>	
	<i>Nil</i>	
<b>5</b>	<b>QUESTIONS FROM MEMBERS OF THE PUBLIC</b>	
	<i>Nil</i>	
<b>6</b>	<b>MAYOR'S REPORT</b>	
	<i>Nil</i>	
<b>7</b>	<b>CHIEF EXECUTIVE OFFICER REPORTS</b>	
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7.2	Recording and broadcast of Council meetings.....	8
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<b>8</b>	<b>CORPORATE SERVICES DIRECTORATE REPORTS</b>	
8.1	2022-2023 JLT Public Sector Risk Report .....	26
8.2	Governance and Compliance - Local Government Act - Policy Updates.....	29
8.3	Enterprise Agreement Update .....	97
<b>9</b>	<b>INFRASTRUCTURE DIRECTORATE REPORTS</b>	
	<i>Nil</i>	
<b>10</b>	<b>COMMUNITY DEVELOPMENT DIRECTORATE</b>	
	<i>Nil</i>	
<b>11</b>	<b>LOCAL AUTHORITY REPORTS</b>	
	<i>Nil</i>	
<b>12</b>	<b>COMMITTEE REPORTS</b>	
	<i>Nil</i>	

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### 13 NOTICES OF MOTION

*Nil*

### 14 RESCISSION MOTIONS

*Nil*

### 15 OPERATIONS

*Nil*

### 16 GENERAL BUSINESS

16.1	Low Aromatic Fuel Act 2013 Review.....	98
16.2	Sponsorship requests - NT Chamber of Commerce and A.B.C Amateur Race Club .....	102
16.3	Request use of Common Seal for NIAA Night Patrol Agreement .....	116
16.4	Request for the use of Common Seal for NIAA Youth, Sports and Recreation Agreement .....	144
16.5	Draft Regional Plan 2023-2024 .....	168

### 17 CORRESPONDENCE

*Nil*

### 18 DECISION TO MOVE INTO CONFIDENTIAL SESSION

#### 18.1 Council Compliance Matters

*The report will be dealt with under Section 99(2) of the Local Government Act 2019 and Regulation 51 (a) (a) of the Local Government (General) Regulations 2021. It contains information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual; AND information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.*

#### 18.2 Tenancy Agreement Resientail Premises

*The report will be dealt with under Section 99(2) of the Local Government Act 2019 and Regulation 51 (d) (c(i)) (c(iii)) (d) of the Local Government (General) Regulations 2021. It contains information subject to an obligation of confidentiality at law, or in equity; AND information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on, any person; AND information that would, if publicly disclosed, be likely to prejudice the security of the council, its members or staff; AND information subject to an obligation of confidentiality at law, or in equity.*

#### 18.3 Tenancy - Commercial Renewal - Elliott

*The report will be dealt with under Section 99(2) of the Local Government Act 2019 and Regulation 51 (d) (c(i)) (c(iii)) (d) of the Local Government (General) Regulations 2021. It contains information subject to an obligation of confidentiality at law, or in equity; AND information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on, any person; AND information that would, if publicly disclosed, be likely to prejudice the security of the council, its members or staff; AND information subject to an obligation of confidentiality at law, or in equity (Commerical in confidence).*



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**19 THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN**

*Nil*

Next Meeting Date

**20 CLOSE OF MEETING**

## CHIEF EXECUTIVE OFFICER REPORTS

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ITEM NUMBER	7.1
TITLE	Chief Executive Officer Report to Council
REFERENCE	380783
AUTHOR	Natasha (Tash) Adams, Media & Communications Officer

### RECOMMENDATION

**That Council receive and note this report.**

### SUMMARY:

### BACKGROUND

### BUDGET IMPLICATION

No budget implications

### PURPOSE.

Information to Council of the CEO's activities since Council's last meeting.

#### Key Issues:

- The **YMCA NT** have been contracted to manage the new Youth Centre for School Holidays that commence on 26 – 30 June.
- **Scout Talent** Recruitment has been contracted to advertise the Chief Executive Officer position and will provide a schedule to complete the process.

#### Meetings:

- Chief Ministers staff to seek support for the opening of the Tennant Creek Youth Centre.
- By election support for appointment of Councillors.
- Visit by Malarndirri McCarthy regarding CDP, Barkly Deal and remote health issues.
- NTG Barkly Region Coord committee Meeting.
- Backbone Barkly Deal Meeting with the Minister.
- Tennant Creek Local Authority Meeting

#### Discussion:

- Street light repairs all communities. (Ali Curung and Murry Downs quote for \$117,000).
- Youth Centre build for Ali Curung, due to commence in July. Nine-month contract and funding will cease at the end of this calendar year.
- Youth Centre Tennant Creek operational, repairs and maintenance will not be funded until a forensic audit on grants and funds are completed.
- Official federal minister opening of the Tennant Creek Youth Centre is planned for the end of July. No firm date has been set.
- There is a need to advertise for an independent Chair and community member for the Audit and Risk Committee.

**Council officer conflict of interest declaration:** I the Author and Approving Officer declare I do not have a conflict of interest in relation to these matters.

### BACKGROUND

Information for Council since the previous meeting.

**ORGANISATIONAL RISK ASSESSMENT**

nil

**BUDGET IMPLICATION**

nil

**ISSUE/OPTIONS/CONSEQUENCES**

nil

**CONSULTATION & TIMING**

nil

**ATTACHMENTS:**

There are no attachments for this report.

## CHIEF EXECUTIVE OFFICER REPORTS

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<b>ITEM NUMBER</b>	7.2
<b>TITLE</b>	Recording and broadcast of Council meetings
<b>REFERENCE</b>	380784
<b>AUTHOR</b>	Natasha (Tash) Adams, Media & Communications Officer

### RECOMMENDATION

**That Council consider implementation at a later date, when the Council's has upgraded its digital communications.**

### SUMMARY:

That Council consider live broadcast of its meetings on Facebook or recording for later broadcast to promote the decisions of Council.

### Discussion:

There are Territory Council's that broadcast their meeting on Facebook and radio. Council's IT infrastructure is outdated and needs upgrading, especially in the Council Chambers. When this occurs, the necessary equipment could be incorporated to address this issue.

### Council officer conflict of interest declaration

I the Author and Approving Officer declare I do not have a conflict of interest in relation to these matters.

### BACKGROUND

At a previous Council meeting members speculated that the Council Meeting should be recorded and broadcast on the local radio station.

### ORGANISATIONAL RISK ASSESSMENT

nil

### BUDGET IMPLICATION

Minor budget implications with the purchase of equipment.

### ISSUE/OPTIONS/CONSEQUENCES

nil

### CONSULTATION & TIMING

nil

### ATTACHMENTS:

There are no attachments for this report.

## CHIEF EXECUTIVE OFFICER REPORTS

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<b>ITEM NUMBER</b>	7.3
<b>TITLE</b>	Finance Directorate Report YTD 30-04-2023
<b>REFERENCE</b>	380786
<b>AUTHOR</b>	Romeo Mutsago, Chief Financial Officer

### RECOMMENDATION

**That Council receive and note the Finance Report for the year-to-date 30 April 2023.**

### SUMMARY:

This report summarises the Finance Directorate activities for the year-to-date 30 April 2023.

A comprehensive update will be tabled at the Council Meeting.

### BACKGROUND

#### Acquittals

All FY2022 acquittals have been prepared, audited, and lodged with respective funding agencies. We continue to engage requests from funding agencies for plans around significant underspends as well as clear outstanding performance/progress reports to ensure deeds of variation are issued to approve roll-over of underspends into FY2023.

#### ATO lodgements

As at 30 April 2023, all statutory obligations are up to date – Business Activity Statements (BASs), Fringe Benefit Tax (FBT), Taxable Payments Annual Returns (TPARs), PAYG and Superannuation.

#### Staff compliment for Finance

As at 30 April 2023, finance directorate is reasonably staffed to enable normal independent checks of work to enhance internal controls within finance and BRC broadly.

Finance will be engaging a consultant to review grants receipts since 2019-2022 to give us further assurance that grant records are complete and have been reported as appropriate.

#### FY2024 budget

FY2024 budget consultants are ongoing. Finance awaits council approval for proposed organisational chart and annual wage adjustment to finalise the FY2024 wage budget.

Draft budget will be tabled for approval at June council meeting on 29 June 2023 for adoption from 1<sup>st</sup> July 2023.

#### Recruitment

Barkly Regional Council's recruitment process is conducted on a merit based and best practice principle.

#### Tennant Creek

##### *Level 4 or below*

For positions that are Level 4 or below our focus is on local employment for local community members. Advertisement is via noticeboards, BRC website, and word-of-mouth. To fast track recruitment the persons expressing interest through a basic application process and successful at

interview are employed casually. Average turnaround time from receipt of application to employment is 18 calendar days.

#### *Level 5 and above*

Where able positions that are Level 5 and above are being recruited through internal promotion using merit-based employment. Although local employment is highly desired, advertising is also conducted on a national basis. Using merit based recruitment candidates apply by submitting an application which addresses the key selection criteria. If shortlisted candidates participate in a Panel Interview which consist of, as a minimum, the position supervisor and a subject matter expert and a third independent panel member. At least one panel member must be first nations (indigenous) person.

#### **Remote Communities**

Our focus is on local employment for local community members. Advertisement is via noticeboards and word-of-mouth. To fast track recruitment the persons expressing interest through a basic application process and successful at interview are employed casually. Average turnaround time from receipt of application to employment is 12 calendar days.

<b>Current Vacancies BRC</b>	
<b>Location</b>	<b>Vacancies</b>
Tennant Creek	28
Ali Curung	5
Alpururulam	4
Ampilatwatja	4
Arparra	6
Elliott	5
Wutunugurra	3
Imangara	1
Mungkarta	1
<b>TOTAL</b>	<b>57</b>

#### **Accounting system**

As reported at the Special Council Meeting on 12<sup>th</sup> May 2023, finance staff have been trained in-house how to use Xero. The Chart of accounts has since been mapped and parallel run is ongoing until FY2023 audit is finalised in August 2023.

#### **Councilwise rates module**

As reported at the Special Council Meeting on 12<sup>th</sup> May 2023, finance staff and other users have received online training. Face-to-face training will happen in the week beginning 29<sup>th</sup> May 2023 which will culminate in going live with Councilwise rates system on 5<sup>th</sup> June 2023.

#### **Asset revaluation**

Asset revaluation is underway and draft asset revaluation report will be made available on 1<sup>st</sup> July 2023 for BRC review and consideration. The final report will be submitted on 28<sup>th</sup> July 2023.

**YTD April 2023 financial statements**

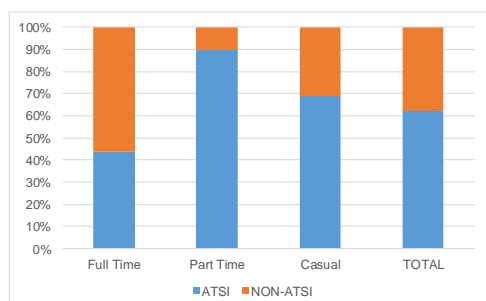
Financials are attached.

Results indicate a healthy financial position as at 30 April 2023.

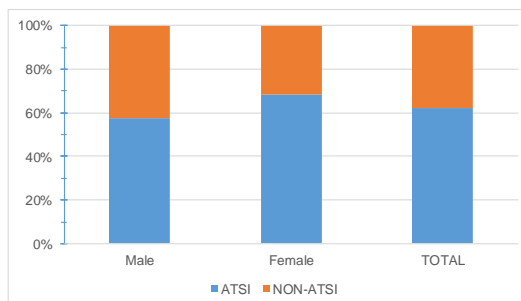
BRC is evidently solvent and able to meet its contractual obligations for a couple of months as and when they fall due and payable.

**Human resources****WORKFORCE PROFILE****April 2023**

Employment Status						
STATUS	TOTAL		ATSI		NON-ATSI	
Full Time	96	45.9%	42	43.8%	54	56.3%
Part Time	49	23.4%	44	89.8%	5	10.2%
Casual	64	30.6%	44	68.8%	20	31.3%
TOTAL	209	100.0%	130	62.2%	79	37.8%



Gender Profile						
GENDER	TOTAL		ATSI		NON-ATSI	
Male	123	59.4%	71	55.0%	52	40.3%
Female	85	41.1%	58	45.0%	27	20.9%
TOTAL	207	100.0%	129	62.3%	78	37.7%

**Key Appointments in April 2023**

- ✓ Area Manager – Alpururulam
- ✓ Area Manager – Elliott
- ✓ Community Care Zone Manager (2 Appointments)
- ✓ Customer Service Officer – Wutunugurra
- ✓ Municipal Officer – Ampilatwatja
- ✓ Municipal Officer – Alpururulam
- ✓ Municipal Officer – Elliott
- ✓ Municipal Officer – Wutunugurra (6 Appointments)
- ✓ Regional Community Development Coordinator
- ✓ Workplace Health and Safety Manager
- ✓ Works Staff Supervisor – Elliott

**Note:** Alana Khoory received a 6 year dedicated service award.

**ORGANISATIONAL RISK ASSESSMENT**

Migration from tech one is expected to improve integrity of BRC's financial reporting as well as improve efficiency of reporting.

**BUDGET IMPLICATION**

Nil

**ISSUE/OPTIONS/CONSEQUENCES**

Nil

**CONSULTATION & TIMING**

Nil

**ATTACHMENTS:**

There are no attachments for this report.



**STATEMENT OF FINANCIAL POSITION (UNAUDITED)**

<b>BALANCE SHEET AS AT 30 APRIL 2023</b>	<b>YTD Actuals \$ 000</b>	<b>Note Reference*</b>
<b>ASSETS</b>		
Cash at Bank	6,407	(1)
Tied Funds		
Untied Funds		
Accounts Receivable		
Trade Debtors	885	(2)
Rates & Charges Debtors	2,187	
Other Current Assets	875	
<b>TOTAL CURRENT ASSETS</b>	<b>10,354</b>	
Non-Current Financial Assets		
Property, Plant and Equipment	38,733	
<b>TOTAL NON-CURRENT ASSETS</b>	<b>38,733</b>	
<b>TOTAL ASSETS</b>	<b>49,087</b>	
<b>LIABILITIES</b>		
Accounts Payable	527	(3)
ATO & Payroll Liabilities	49	(4)
Current Provisions	989	
Accruals		
Other Current Liabilities		
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,564</b>	
Non-Current Provisions	417	
Other Non-Current Liabilities		
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>417</b>	
<b>TOTAL LIABILITIES</b>	<b>1,981</b>	
<b>NET ASSETS</b>	<b>47,105</b>	
<b>EQUITY</b>		
Asset Revaluation Reserve	23,054	
Reserves		
Accumulated Surplus and Reserves	24,051	
<b>TOTAL EQUITY</b>	<b>47,105</b>	

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**MONTHLY INCOME AND EXPENDITURE STATEMENT FOR THE PERIOD ENDED 30 APRIL 2023**

	<b>YTD Actuals \$ 000</b>	<b>YTD Budget \$ 000</b>	<b>YTD Variance \$ 000</b>	<b>Annual Budget \$ 000</b>
--	-----------------------------------	----------------------------------	------------------------------------	-------------------------------------

<b>OPERATING INCOME</b>				
Rates	2,760	3,233	(473)	3,880
Charges	1,055	1,118	(63)	1,342
Fees and Charges	1,922	2,939	(1,017)	3,518
Operating Grants and Subsidies	13,357	19,632	(6,275)	23,558
Interest / Investment Income	10	10	0	12
Commercial and Other Income	1,630	263	1,367	315
<b>TOTAL OPERATING INCOME</b>	<b>20,734</b>	<b>27,195</b>	<b>(6,461)</b>	<b>32,625</b>
<b>OPERATING EXPENDITURE</b>				
Employee Expenses	10,888	12,654	(1,766)	15,185
Materials and Contracts	7,706	8,141	(435)	9,769
Councillors Expenses	319	314	5	377
Depreciation, Amortisation and Impairment	2,119	2,119	0	2,543
Other Expenses	4	47	(43)	56
<b>TOTAL OPERATING EXPENDITURE</b>	<b>21,036</b>	<b>23,275</b>	<b>(2,239)</b>	<b>27,930</b>
<b>OPERATING SURPLUS / DEFICIT</b>	<b>(302)</b>	<b>3,920</b>	<b>(4,222)</b>	<b>4,695</b>

**Key Revenues in the Month of April 2023**

DOH	\$ 229,001.50
Rates and Waste Charges	\$85,060.83

**Key expenses in the month of April 2023**

ICT Software, Licenses and Packages	\$85,143.23
Property – Power, Water and Sewerage	\$71,293.85
Consulting Fees	\$22,800.00

**Table 2.1 Capital Expenditure and Funding**  
**By class of infrastructure, property, plant and equipment**

<b>CAPITAL EXPENDITURE **</b>	<b>YTD Actuals \$</b>	<b>YTD Budget * \$</b>	<b>YTD Variance \$</b>	<b>Current Financial Year (Annual) Budget * \$</b>
Nil			0	
			0	
			0	
			0	
			0	
			0	
			0	
<b>TOTAL CAPITAL EXPENDITURE*</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL CAPITAL EXPENDITURE FUNDED BY: **</b>				
Nil			0	
			0	
			0	
			0	
			0	
			0	
<b>TOTAL CAPITAL EXPENDITURE FUNDING</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Table 2.2 Quarterly Report on Planned Major Capital Works**

<b>Class of Assets</b>	<b>By Major Capital Project *</b>	<b>Total Prior Year(s) Actuals \$ (A)</b>	<b>YTD Actuals \$ (B)</b>	<b>Total Actuals \$ (C = A + B)</b>	<b>Total Planned Budget ** \$ (D)</b>	<b>Total Yet to Spend \$ (E = D - C)</b>	<b>Expected Project Completion Date</b>
Nil						0	
						0	
						0	
						0	
						0	
<b>TOTAL ***</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

**Note 1: Cash and cash equivalents**

As at 30<sup>th</sup> April 2023, the Council's cash and cash equivalent balances amounted to \$6.4m. A breakdown of the Council's cash and cash equivalent balances are as follows:

**Cash in Hand and at Bank**

Transaction Account - ANZ				\$3,065,321.41
Trust account - WBC				\$3,153,710.08
Transaction Account - WBC				\$187,565.81
Petty Cash				-
				<u>6,406,597.30</u>

<b>Cash Investments</b>	<b>Interest Rates</b>	
Term Deposit-WBC	1.25%	3,000,000.00

**Note 2: Trade and Other Receivables**

The Council's trade receivables balance at 30<sup>th</sup> April was \$884,942.76 of which \$495,560 was more than 90 days old.

	<b>Current</b>	<b>Past Due 1 - 30 Days</b>	<b>Past Due 31 - 60 Days</b>	<b>Past Due 61-90 Days</b>	<b>Past Due 90+ Days</b>	<b>Total *</b>
<b>Trade Debtors</b>	<b>\$ 88,494.28</b>	<b>\$ -</b>	<b>\$ 44,247.14</b>	<b>\$ 256,633.40</b>	<b>\$ 495,567.95</b>	<b>\$ 884,942.76</b>

The Council's rates and charges balance at 30<sup>th</sup> April 2023 was \$2,187,790. Council collected \$85,061 from Rates payer during the month of April.

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**Rates and Refuse charges**

Balance as at 01/04/2023	\$2,272,851
Less: Cash received in March	<u>\$85,061</u>
Balance as at 30/04/2023	<u><b>\$2,187,790</b></u>

**Summary of Fixed assets including WIP****Fixed assets**

	<b>Amount</b>
Property, Plant and Equipment (Inc. other assets)	\$ 40,852,000
Less, Depreciation	<u>\$2,119,000</u>
	<u><b>\$38,733,000</b></u>

**Note 3: Trade and Other Payables**

The Council's trade payables balance at 30<sup>th</sup> April 2023 was \$527,574.06

Settlement of the Council's trade payables is generally within 30 days.

The Council does not have any trade payables for which it classifies as non-current i.e., not payable within 12 months.

	Current	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61-90 Days	Past Due 90+ Days	Total
Trade Creditors	\$432,748.91	-	\$94,825.15.00	-	-	\$527,574.06

**Note 4: ATO and Payroll Obligations:**

The Council's PAYG Withholding Balance at 30<sup>th</sup> April 2023 was \$46,871.00.

Similarly, payroll deductions as at 30<sup>th</sup> April 2023 was \$1894.25

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**Statement on Australian Tax Office (ATO) and Payroll Obligations**

The Council has the following reporting and payment obligations with the Australian Taxation Office:

- (i) Goods and Services Tax – Amounts are reported and remitted monthly.
- (ii) PAYG Income Tax Withheld – Amounts are reported and remitted monthly as part of Single Touch Payroll (STP) arrangements; and
- (iii) Fringe Benefits Tax – Instalment amounts are paid quarterly with an FBT return for the 12-month period ended 30 April required to be lodged each year.

**Superannuation**

Employees are paid defined superannuation contributions in accordance with the superannuation legislative framework. Superannuation contributions are paid to either an employee's choice of complying fund or the Council's default fund, which is currently Statewide Super.

Council contributes 10.50 percent of employees ordinary time earnings into their selected/default super account. Some employees of the Council receive an additional superannuation contribution as part of their agreed remuneration package. Superannuation payments are due to be remitted on Monthly basis.

**Note 5: Current Provisions**

Current Provision - LSL	\$ 138,789.00
Annual Leave (Staff) Provision	\$ 849,781.00
	<b>\$ 988,570.00</b>

**Note 6: Provision**

Non-Current Provision - LSL	\$ 417,000.00
	<b>\$ 417,000.00</b>

**Note 7: Below is breakdown of Equity.**

<b>Equity</b>	<b>Amount in \$ 000</b>
Accumulated Surpluses	\$ 24,051.85
Asset Revaluation Reserves	\$ 23,054.00
<b>Total Equity</b>	<b>\$ 47,105.85</b>

**Corporate credit cards**

The Council has a credit card facility of \$47,000 credit limit.

For the month of April 2023 there was an aggregate spend of \$19,550.73

<b>Masked Card Number</b>	<b>Amount</b>
4564-80XX-XXXX-6044	\$ 19,550.73
	<b>\$ 19,550.73</b>

- Mayor's Credit card: Nil.
- CEO's Credit card:

<b>Transaction Date</b>	<b>Amount \$</b>	<b>Supplier's Name</b>	<b>Reason for the Transaction</b>
1/04/2023	\$ 16.00	News Limited Surry Hills	Subscription
4/04/2023	\$ 373.14	Alice Springs Casino	LGANT Meeting Accommodation
6/04/2023	\$ 752.50	LGANT	LGANT Meeting
11/04/2023	\$ 702.00	LGANT	LGANT Meeting
12/04/2023	\$ 1,514.00	Greyhound Australia	Travel
18/04/2023	\$ -1,496.00	Greyhound Australia	Refund
<b>Total</b>	<b>\$ 1,861.64</b>		

**Note 9: Ratios (Key Indicators).**

<b>Liquidity Test (Working Capital Ratio)</b>	<b>Amount in \$'000</b>
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Current Assets:	\$ 10,354.00
Current Liabilities:	\$ 1,564.97
<b>Current Liquidity Ratio:</b>	<b>6.62</b>
2022 Liquidity Ratio:	4.80

### Certification by the CEO to the Council

That, to the best of the CEO's knowledge, information and belief:

- (1) The internal controls implemented by the council are appropriate; and
- (2) The council's financial report best reflects the financial affairs of the council.

CEO Signed



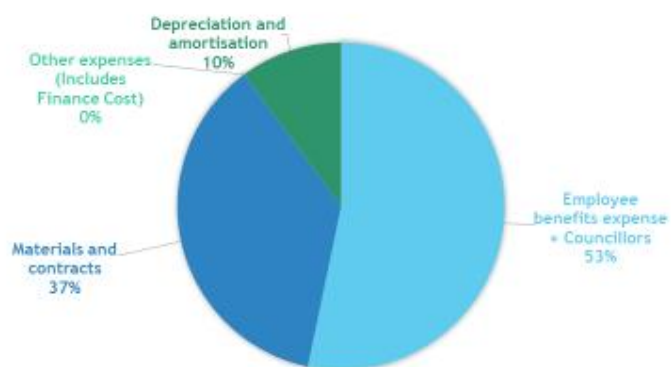
Date Signed

19/5/2023

## BARKLY REGIONAL COUNCIL

Financial Analysis for the period ended 30 April 2023

## What were the expenses?



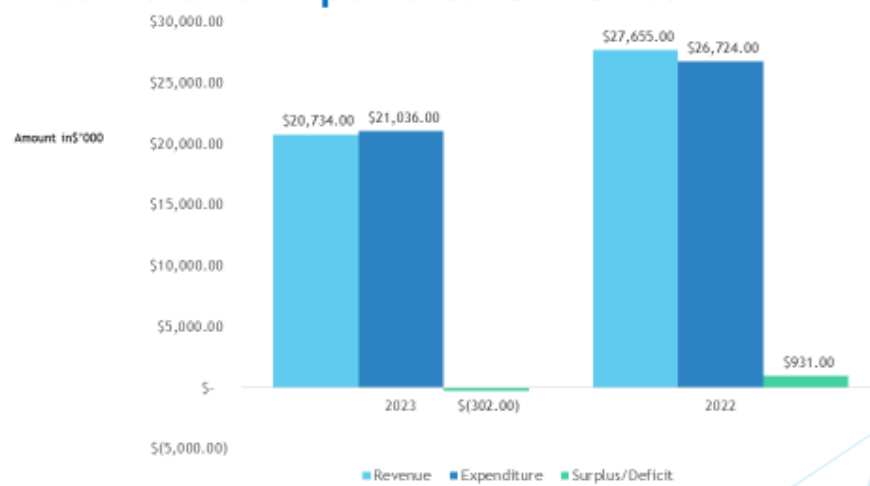
Total expenses = \$21,036,000



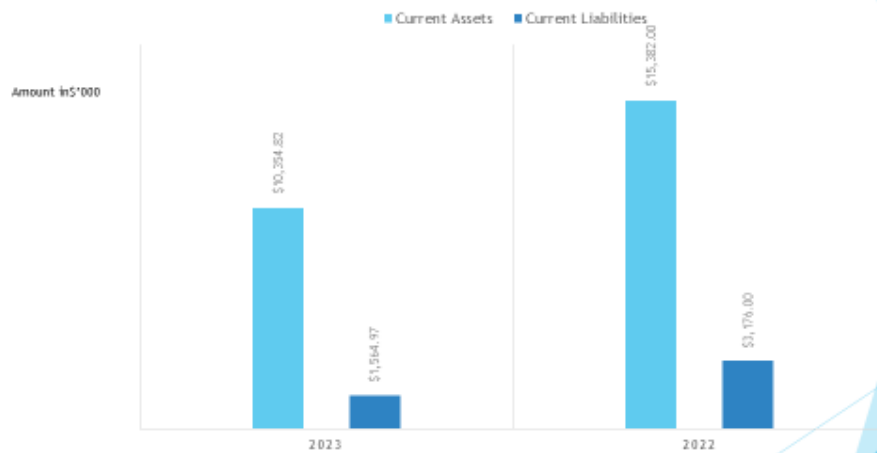
## Results of operation



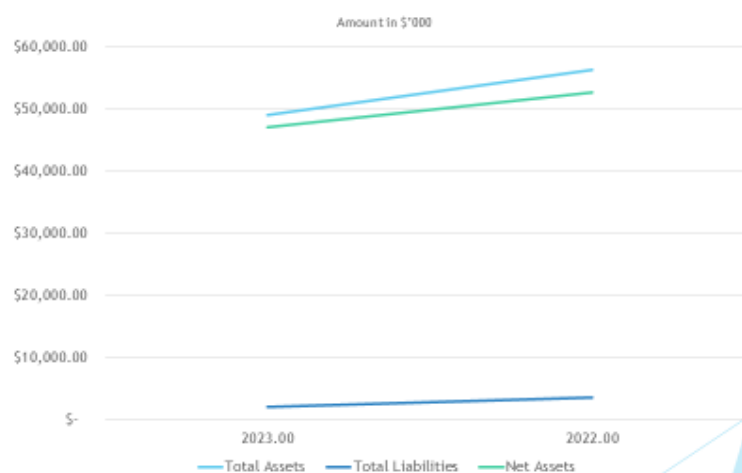
## Income and Expenditure Trends



## Able to pay its debts?



## Balance sheet trend



**CORPORATE SERVICES DIRECTORATE REPORTS**

<b>ITEM NUMBER</b>	8.1
<b>TITLE</b>	2022-2023 JLT Public Sector Risk Report
<b>REFERENCE</b>	380538
<b>AUTHOR</b>	Damien Burton, Director of Corporate Services

**RECOMMENDATION****That Council;**

- a) Receive and note the report

**SUMMARY:**

The survey responses recognise the domino affect disasters and catastrophes have on assets and infrastructure, in particular ageing and/or inadequate infrastructure. Outside of disasters, the survey indicated issues around the cost of upgrades or betterment of infrastructure and the ability to appropriately manage assets as an ongoing concern.

In response to disaster events, compounded in some situations with successive disasters, there was an identified need to have in place effective business continuity plans. The survey results established the interconnection between the event and sustainability of business continuity, extending to information technology capabilities.

Additionally the compounding issue for local government is the heightened awareness and reality of what a cyber-attack can mean for a council organisation; in particular the risk of exposure of personal information of the community.

Whilst appropriate risk transfer (insurance) is important, the importance equally lies in risk mitigation. The Australian Cyber Security Centre's Annual Cyber Threat Report said "critical infrastructure networks are being increasingly targeted" with the "rapid exploitation of critical public vulnerabilities" becoming the norm.

To be able to better support our communities, it is recommended that councils' ensures financial and resource support is in place to effectively manage strategic plans, budgets and risk reduction initiatives that are able to contemplate unforeseen and unpredictable events.

The reports charts the ranking of local governments consolidated feedback of the top 12, risks for 2022 (Table 1.1) and demonstrates how risks has shifted over the last 5 years;

Table 1.1

## RISK RANKINGS

### 2018-2022

2018	2019	2020	2021	2022
Financial Sustainability	Financial Sustainability	Financial Sustainability	Financial Sustainability	Financial Sustainability
Theft, fraud and/or crime	Cyber Security	Assets & Infrastructure	Cyber Security	Cyber Security
Reputation	Reputation	Disaster or Catastrophic	Asset & Infrastructure	Asset & Infrastructure
Statutory & regulatory Requirements	Natural Catastrophes	Cyber Security	Disaster or Catastrophe	Business Continuity
Environmental Management	Climate Change/Adaption	Reputation	Reputation	Disaster or Catastrophe
Asset & Infrastructure	Asset & Infrastructure	Business Continuity	Business Continuity	Climate Change/Adaptation
Natural Catastrophes	Statutory & regulatory Requirements	Waste Management	Climate Change/Adaptation	Statutory & regulatory Requirements
Cyber Security	Ineffective governance	Statutory & regulatory Requirements	Impact of Pandemic	HR Management
Business Continuity	Business Continuity	Climate Change/Adaptation	Statutory & regulatory Requirements	Waste Management
Ineffective Governance	HR/WHs Management	HR/WHs Management	Ineffective Governance	Ineffective Governance
HR/WHs Management	Environmental Management	Ineffective Governance	Waste Management	Reputation
Errors, omissions or civil liability exposure	Errors, Omissions or Civil Liability Exposure	Theft, fraud & crime threats (including social media)	HR/WHs Management	Impact of Pandemic
	Theft, fraud and Crime	Errors, omissions or civil liability exposure	Civil Liability Claims	
	Terrorism	Terrorism	Terrorism	

The Northern Territory Top 5 Highest Risks identified in Table 1.2 and Tennant Creek's Top 5 risks identified in Table 1.3;

Table 1.2

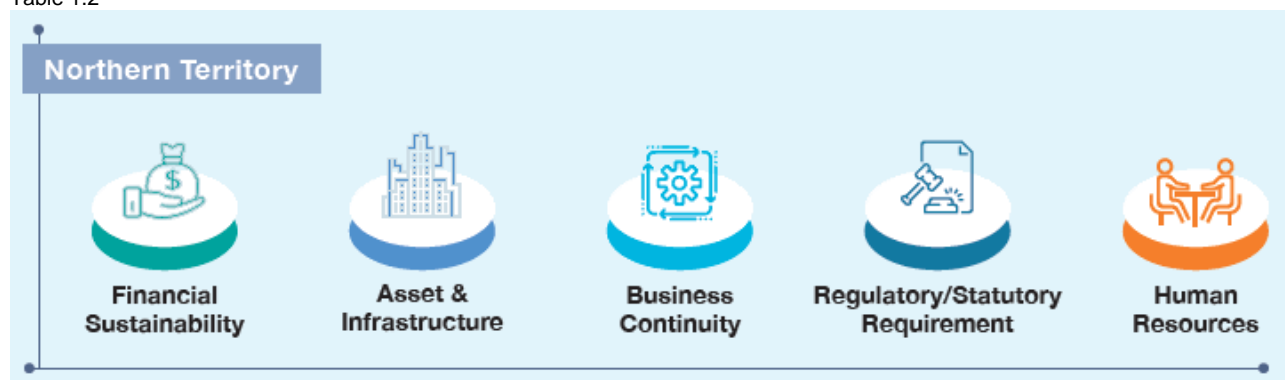


Table 1.3



## BACKGROUND

JLT Risk Solution Pty Ltd have orchestrated the Public Sector Risk Report since 2018 and has collectively shared this information with all local councils across Australia. The 2022/23 is the fifth edition of the Risk Report and charts, with significant challenges that local government leaders have identified.

## ORGANISATIONAL RISK ASSESSMENT

The report does not heighten the any existing identified risk to the council, but reinforces councils' operational delivery priorities across the spectrum of the organisation.

## BUDGET IMPLICATION

The requirement of a Business Continuity Plan has been identified as a commercial need within the organisation, prior to the release of the subsequent report.

Corporate Services will develop a draft plan, in conjunction with the recruitment of the Governance and Compliance Offices position.

## ISSUE/OPTIONS/CONSEQUENCE

Reputational damage.

## CONSULTATION & TIMING

Nil

## ATTACHMENTS:

There are no attachments for this report.

## CORPORATE SERVICES DIRECTORATE REPORTS

<b>ITEM NUMBER</b>	8.2
<b>TITLE</b>	Governance and Compliance - Local Government Act - Policy Updates
<b>REFERENCE</b>	380568
<b>AUTHOR</b>	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

<b>TITLE:</b>	BORROWING POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP01		
<b>LEGISLATIVE REF:</b>	<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

<b>TITLE:</b>	EXTRA MEETING ALLOWANCE POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP83		
<b>LEGISLATIVE REF:</b>	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

<b>TITLE:</b>	GIFTS AND BENEFITS POLICY (CEO)		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP14		
<b>LEGISLATIVE REF:</b>	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.



Document title

Policy

Review

Page 3 of 3



## POLICY

<b>TITLE:</b>	INVESTMENT POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP17		
<b>LEGISLATIVE REF:</b>	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 30<sup>th</sup> June each year and reconciled to the Investment Register.

## POLICY

<b>TITLE:</b>	LOCAL AUTHORITY POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP19		
<b>LEGISLATIVE REF:</b>	<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.



Local Authority Policy

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## 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

<b>TITLE:</b>	RATE CONCESSION POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP38		
<b>LEGISLATIVE REF:</b>	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 31<sup>st</sup> 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

<b>TITLE:</b>	FILLING CASUAL VACANCIES		
<b>DIVISION:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP47 v2.		
<b>LEGISLATIVE REF:</b>	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:

<b>Date vacancy occurs</b>	<b>Action</b>	<b>Section of the Local Government Act 2019</b>
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 <b>a person</b> 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 <b>a person</b> 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 <b>an existing council member</b> 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 <b>a person</b> 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 <b>an existing council member</b> to be the Mayor, by vote of existing members (in accordance with clause 5 of this policy).	65(3)(b)(i)
	Council will appoint <b>a person</b> 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 <b>an existing council member</b> 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

<b>TITLE:</b>	TRAVEL AND ACCOMODATION (Council Members )		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP53 v2.		
<b>LEGISLATIVE REF:</b>	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.

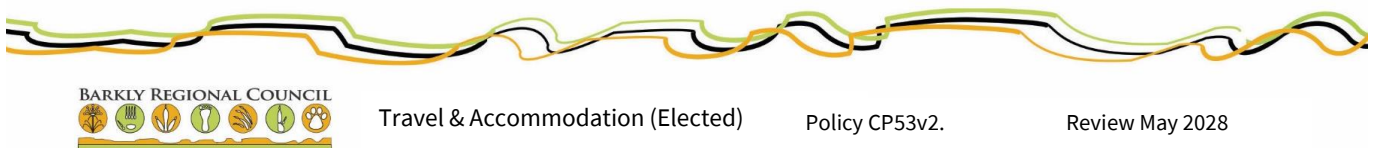
##### **4.5 Travel allowance**

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

<b>TITLE:</b>	OTHER REASONABLE EXPENSES AND NON-MONETARY BENEFITS POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP66v2.		
<b>LEGISLATIVE REF:</b>	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.



## POLICY

<b>TITLE:</b>	CONFIDENTIAL INFORMATION AND BUSINESS		
<b>DIVISION:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	JULY 2021	<b>DATE OF REVIEW:</b>	JULY 2026
<b>MOTION NUMBER:</b>	OC 56/21 - 29 April 2021		
<b>POLICY NUMBER:</b>	CP68		
<b>LEGISLATIVE REFERENCE:</b>	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

<b>TITLE:</b>	GIFTS AND BENEFITS POLICY (Council members)		
<b>DIVISION:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP71 v2.		
<b>LEGISLATIVE REF:</b>	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

<b>TITLE:</b>	PROFESSIONAL DEVELOPMENT POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP72		
<b>LEGISLATIVE REF:</b>	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

<b>TITLE:</b>	CASTING VOTE POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP73 v2.		
<b>LEGISLATIVE REF:</b>	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

<b>TITLE:</b>	ALLOWANCES AND OTHER BENEFITS (CEO)		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP75		
<b>LEGISLATIVE REF:</b>	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

<b>TITLE:</b>	CEO CODE OF CONDUCT		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP76		
<b>LEGISLATIVE REF:</b>	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;



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- (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).



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## POLICY

<b>TITLE:</b>	HUMAN RESOURCE MANAGEMENT POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP77		
<b>LEGISLATIVE REF:</b>	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

<b>TITLE:</b>	BREACH OF CODE OF CONDUCT POLICY		
<b>DIVISION:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP78		
<b>LEGISLATIVE REF:</b>	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;

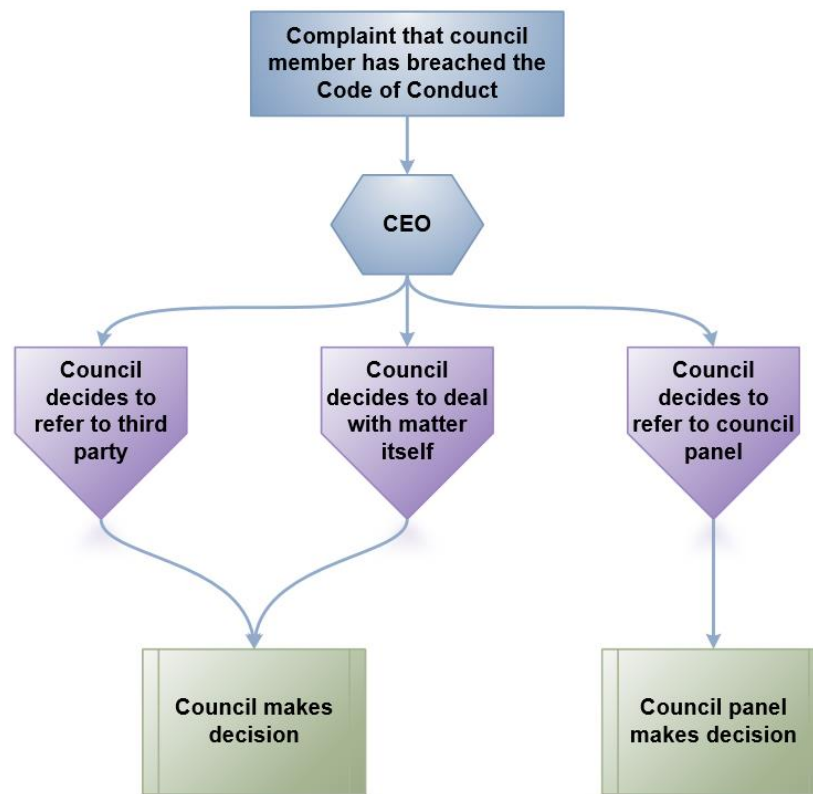


- (c) a concise description of the conduct alleged to have been a breach of the Code of Conduct;
- (d) if a Code of Conduct was found to be breached – the item(s) of the Code of Conduct that the respondent breached; or
- (e) if a Code of Conduct was not found to be breached – that no breach of the Code 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

<b>TITLE:</b>	SHARED SERVICES POLICY		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP79		
<b>LEGISLATIVE REF:</b>	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.



BARKLY REGIONAL COUNCIL

Shared Services Policy

Policy CP79

Review May 2028

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## POLICY

<b>TITLE:</b>	Accounting Privacy Policy		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP47 v2.		
<b>LEGISLATIVE REF:</b>	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.



Accounting Privacy Policy

Policy CP80

Review May 2028

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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

<b>TITLE:</b>	Credit Card Policy (Members and CEO)		
<b>DIVISON:</b>	COUNCIL		
<b>ADOPTED BY:</b>	COUNCIL		
<b>DATE OF ADOPTION:</b>	MAY 2023	<b>DATE OF REVIEW:</b>	MAY 2028
<b>MOTION NUMBER:</b>			
<b>POLICY NUMBER:</b>	CP82		
<b>LEGISLATIVE REF:</b>	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><b>ACKNOWLEDGEMENT</b></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"> <li>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.</li> <li>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.</li> <li>3. I will ensure that personal expenditure is not charged to the Credit Card.</li> <li>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.</li> <li>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.</li> <li>6. Monthly statements will be reconciled and returned with the required documentation within seven days (7) of my receipt of the statement.</li> <li>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.</li> </ol>	
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 <b>5</b>	\$825
<b>TOTAL PRICE INCLUDING GST</b>	<b>\$825 <b>6</b> + <b>7</b></b>



**CORPORATE SERVICES DIRECTORATE REPORTS**

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<b>ITEM NUMBER</b>	8.3
<b>TITLE</b>	Enterprise Agreement Update
<b>REFERENCE</b>	380610
<b>AUTHOR</b>	Damien Burton, Director of Corporate Services

**RECOMMENDATION**

**That Council;** Receives and notes the report

**SUMMARY:**

The Council has commenced the process to prepare the organisation for the negotiations of a new Enterprise Agreement.

An Industrial Relations consultant specialist has been engaged to ensure BRC is positioned correctly throughout this process and meets its legislative obligations.

Training and preparation for the enterprise agreement negotiations commenced 22 May 2023 and a 2 day workshop was delivered to all internal stakeholders by the Industrial Relations Consultant.

**BACKGROUND**

The Barkly Regional Councils' Enterprise Agreement 2018 – 2021 has surpassed its nominal expiry date. The agreement has and will continue to operate as The Barkly Regional Councils' enterprise agreement until it is replaced or terminated by the Commission. The provisions contained within the expired enterprise agreement will continue to apply to all parties covered by this agreement until the new enterprise agreement is finalised and approved by the Fair Work Commission.

**ORGANISATIONAL RISK ASSESSMENT**

While the expired enterprise agreement remains in place, the existing features of the agreement continue to be in force until it is either replaced or terminated. This means that employment conditions and wages remain the same and may possibly not be aligned and or competitive within our industry sector. Consequently this may impact the councils' ability to attract and retain employees.

**BUDGET IMPLICATION**

The forecasted budgetary costs for the enterprise negotiations, lodgment and approval by the Fair Work Commission is \$30,000.

**ISSUE/OPTIONS/CONSEQUENCES**

Nil

**CONSULTATION & TIMING**

Nil

**ATTACHMENTS:**

There are no attachments for this report.

**GENERAL BUSINESS**

<b>ITEM NUMBER</b>	16.1
<b>TITLE</b>	Low Aromatic Fuel Act 2013 Review
<b>REFERENCE</b>	380728
<b>AUTHOR</b>	Natasha (Tash) Adams, Media & Communications Officer

**RECOMMENDATION**

**That Council consider make a submission in the second statutory review of the Low Aromatic Fuel Act 2013.**

**SUMMARY:**

The National Indigenous Australians Agency (NIAA) has requested Council to take part in the public consultation for the second statutory review of the Low Aromatic Fuel Act 2013, to the effectiveness of the Act in Tennant Creek and the Barkly.

**BACKGROUND**

The Act came into effect in 2013 to promote the supply of low aromatic fuel and provide options to control the supply of other fuels to reduce harm to peoples' health. It is a requirement of the Act that a statutory review of the Act be conducted every five years. The first statutory review was undertaken in 2018 and the report is available to the public at [www.niaa.gov.au](http://www.niaa.gov.au) along with additional information around the rollout of low aromatic fuel.

The Act was used in 2015 and 2016 to designate four 'Low Aromatic Fuel Areas' including; Palm Island in Queensland and areas of the Barkly, Daly and Katherine regions of the Northern Territory. As a result, the sale or supply of regular unleaded fuel is prohibited in these areas. Low aromatic fuel is now available from around 190 fuel outlets across regional and remote parts of the Northern Territory, Queensland, South Australia and Western Australia. The majority of fuel outlets that stock low aromatic fuel do so on a voluntary basis rather than as a result of the provisions of the Act.

The Terms of Reference require the second statutory review to consider:

- The effectiveness of the Act in meeting its primary object: 'to enable special measures to be taken to reduce potential harm to the health of people, including Aboriginal persons and Torres Strait Islanders, living in certain areas from sniffing fuel.'
- The effectiveness of the areas designated under the Act: Palm Island in Queensland and the Tennant Creek, Daly and Katherine regions of the Northern Territory (the designated areas).
- The views of fuel manufacturers, outlets and distributors operating in the designated areas as well as other stakeholders, including community representatives, Aboriginal and Torres Strait Islander people (or their representatives), local governance groups or Empowered Communities organisations, persons with an interest in or knowledge of human health, and other individuals who have an interest in the use of low aromatic fuel.
- The other provisions of the Act as they relate to achieving the object of the Act, such as the ability for the Minister to designate 'Fuel Control Areas'.
- Any other matter with a significant bearing on the operation of the Act that is identified during the process of the second statutory review.

**ORGANISATIONAL RISK ASSESSMENT**

nil

**BUDGET IMPLICATION**

nil

**ISSUE/OPTIONS/CONSEQUENCES**

nil

### **CONSULTATION & TIMING**

The Public Consultation period ends on 30 June 2023.

### **ATTACHMENTS:**

1 [!\[\]\(c694a3ff3b077d76910920a6a1593ab4\_img.jpg\)](#) Barkly Regional Council.pdf



**Australian Government**  
**National Indigenous Australians Agency**

**CHARLES PERKINS HOUSE  
16 BOWES PLACE  
WODEN**

Mr Jeffrey McLaughlin  
Mayor  
Barkly Regional Council  
[jeffery.mclaughlin@barkly.nt.gov.au](mailto:jeffery.mclaughlin@barkly.nt.gov.au)

Dear Mr McLaughlin,

I am writing to advise you that the Hon Linda Burney MP, Minister for Indigenous Australians, has initiated a second statutory review of the *Low Aromatic Fuel Act 2013* (the Act). As an interested stakeholder, I invite you to make a submission to the review during the public consultation period that is now open and closes on 30 June 2023.

The Act came into effect in 2013 to promote the supply of low aromatic fuel and provide options to control the supply of other fuels to reduce harm to peoples' health. It is a requirement of the Act that a statutory review of the Act be conducted every five years. The first statutory review was undertaken in 2018 and the report is available to the public at [www.niaa.gov.au](http://www.niaa.gov.au) along with additional information around the rollout of low aromatic fuel.

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The Terms of Reference require the second statutory review to consider:

- The effectiveness of the Act in meeting its primary object: 'to enable special measures to be taken to reduce potential harm to the health of people, including Aboriginal persons and Torres Strait Islanders, living in certain areas from sniffing fuel.'
- The effectiveness of the areas designated under the Act: Palm Island in Queensland and the Tennant Creek, Daly and Katherine regions of the Northern Territory (the designated areas).

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Postal Address | PO Box 2191 CANBERRA ACT 2600  
Telephone | +61 2 6271 5111 Fax | +61 2 6271 5414 Website| [www.niaa.gov.au](http://www.niaa.gov.au) ABN| 30 429 895 164

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- The views of fuel manufacturers, outlets and distributors operating in the designated areas as well as other stakeholders, including community representatives, Aboriginal and Torres Strait Islander people (or their representatives), local governance groups or Empowered Communities organisations, persons with an interest in or knowledge of human health, and other individuals who have an interest in the use of low aromatic fuel.
- The other provisions of the Act as they relate to achieving the object of the Act, such as the ability for the Minister to designate 'Fuel Control Areas'.
- Any other matter with a significant bearing on the operation of the Act that is identified during the process of the second statutory review.

Written submissions can be emailed to [lowaromaticfuel@niaa.gov.au](mailto:lowaromaticfuel@niaa.gov.au) or mailed to:

Low Aromatic Fuel Act Review  
Health and Wellbeing Branch  
National Indigenous Australians Agency  
PO Box 6500  
CANBERRA ACT 2601

If you would like to provide a submission, please note that unless you advise otherwise in your submission, you consent to the views expressed in the submission being included in the report that will be tabled in Parliament. You also consent to your submission being published on Government websites and otherwise being publicly available.

If you have any questions about this second statutory review, please email [lowaromaticfuel@niaa.gov.au](mailto:lowaromaticfuel@niaa.gov.au).

Yours sincerely



**Yvonne Uren**  
Branch Manager  
Health and Wellbeing Branch

12 May 2023

**GENERAL BUSINESS**

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<b>ITEM NUMBER</b>	16.2
<b>TITLE</b>	Sponsorship requests - NT Chamber of Commerce and A.B.C Amateur Race Club
<b>REFERENCE</b>	380740
<b>AUTHOR</b>	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.

**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.

**ORGANISATIONAL RISK ASSESSMENT**

nil

**BUDGET IMPLICATION**

nil

**ISSUE/OPTIONS/CONSEQUENCES**

nil

**CONSULTATION & TIMING**

nil

**ATTACHMENTS:**

- 1** [!\[\]\(4f6d8a8b127300a02d56d34d01423d15\_img.jpg\)](#) 2023 Tennant Creek Golf Day Sponsorship.pdf
- 2** [!\[\]\(7e3d1ad67bf2d7a17700a66d1a313f91\_img.jpg\)](#) 2023 TC NT Business Excellence Awards Sponsorship Opportunities.pdf
- 3** [!\[\]\(6aaf22e5a325c32ef2122c2939c64f9c\_img.jpg\)](#) 2023\_A.B.C Raceclub\_Brunette Races Sponsorship Request.pdf





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

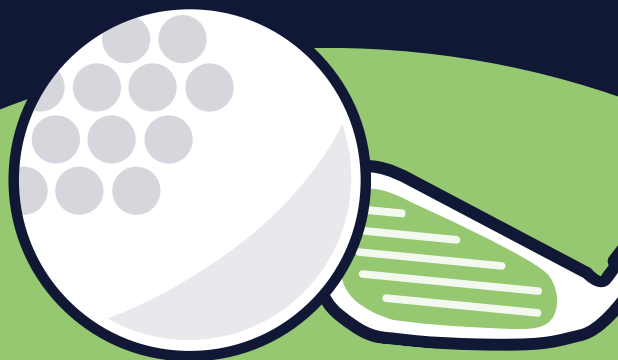
## WHY GET INVOLVED?

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

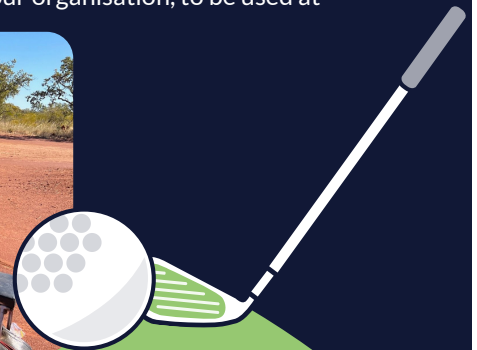
### (One Only)

- 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](mailto: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.





## 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 27<sup>th</sup> of July and the NT Wide Gala Event will be held in Darwin on Friday 27<sup>th</sup> 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 1<sup>st</sup> 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](mailto:alice@chambernt.com.au) or Nicole Walsh at [nwalsh@chambernt.com.au](mailto:nwalsh@chambernt.com.au).

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



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 22<sup>nd</sup> – 25<sup>th</sup> 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](mailto: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](mailto: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):	
<i>Items Value (\$):</i>	
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](mailto:gawoods@aaco.com.au)



ABN 935 751 365 09

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

## **GENERAL BUSINESS**

---

<b>ITEM NUMBER</b>	16.3
<b>TITLE</b>	Request use of Common Seal for NIAA Night Patrol Agreement
<b>REFERENCE</b>	380744
<b>AUTHOR</b>	Gillian Molloy, 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 NIAA Night Patrol Project Agreement valued at \$7,256,973.

### **BACKGROUND**

Nil

### **ORGANISATIONAL RISK ASSESSMENT**

Nil

### **BUDGET IMPLICATION**

Nil

### **ISSUE/OPTIONS/CONSEQUENCES**

Nil

### **CONSULTATION & TIMING**

Nil

### **ATTACHMENTS:**

- [1](#) BRC Night Patrol Programme 4-H28H9O1 Variation Agreement and Annexure A ProjectSchedule - negotiated.pdf



**Australian Government**

**National Indigenous Australians Agency**

**DEED OF VARIATION NO.1 TO  
PROJECT AGREEMENT**

between

**the Commonwealth of Australia as represented by the National Indigenous  
Australians Agency (ABN 30 429 895 164)**

AND

**Barkly Regional Council (ABN 32 171 281 456)**

Head Agreement reference number (system ID)	4-5OQC7B1
Project Schedule reference number (system ID)	4-H28H9O1
Provider reference number (system ID)	1-1HYJ79

Version: 2 May 2017

**DEED OF VARIATION**

---

**Date**

This Deed of Variation is made on the date that the last Party to sign this Project Agreement does so.

**Parties**

This Deed of Variation is made between and binds the following Parties:

**Commonwealth of Australia** as represented by the National Indigenous Australians Agency ABN 30 429 895 164 (**the Commonwealth**)

And

**Barkly Regional Council (ABN 32 171 281 456)** 41 Peko Road Tennant Creek NT 0860 (**the Provider**)

**Context**

---

- A. The Parties entered into a Head Agreement for Indigenous Grants dated 23 July 2021 (**Head Agreement**).
- B. The Parties entered into a Project Schedule – Safety and Wellbeing - Safe and Functional Physical Environment Projects dated 28 September 2022 (**the Project Schedule**).
- C. The Head Agreement and the Project Schedule created a separate Project Agreement dated 28 September 2022 (**the Project Agreement**).
- D. The Parties now wish to amend the Project Agreement as set out in this Deed of Variation.
- E. The Project Agreement requires that a variation be in writing and signed by both Parties.

---

**IT IS AGREED AS FOLLOWS:****1. Interpretation**

- 1.1 Unless the contrary intention appears, words used in this Deed of Variation have the same meaning as in the Project Agreement.

**2. Commencement**

- 2.1 This Deed of Variation commences on the date the last Party to sign this Agreement does so.

**3. Variation of the Project Agreement**

- 3.1 The Project Agreement is amended as set out in this clause 3.
- 3.2 Delete the existing Schedule, ID 4-H28H9O1 and replace with the amended Schedule, ID 4-H28H9O1 at Annexure A to this Deed of Variation, which includes all changes effected through this variation in highlight and any changes effected through previous variations.

**4. Amendments**

- 4.1 The only variations are those set out in this Deed of Variation. In all other respects, the Project Agreement remains unamended.

**5. Inconsistency**

- 5.1 If there is any conflict between the Project Agreement and this Deed of Variation the terms of this Deed of Variation prevail.

**6. Date of Effect for the variation to the Project Agreement**

- 6.1 The Project Agreement is varied with effect from 'the date on which the last Party to sign this does so'.

**7. Further Acts**

- 7.1 Each Party must promptly execute all documents and do all things that the other Party from time to time reasonably requests to give effect to this Deed of Variation and all transactions incidental to it.

**8. Costs**

- 8.1 Each Party must pay its own costs in relation to finalising and executing this Deed of Variation and in relation to effecting any other document or thing required to give effect to this Deed of Variation.

**9. Applicable law**

- 9.1 This Deed of Variation is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.



**Executed by the parties as a deed****Commonwealth:**

**SIGNED, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by the National Indigenous Australians Agency (ABN 30 429 895 164) by its duly authorised delegate:**

---

(Name of Commonwealth Representative)

---

(Signature of Commonwealth Representative)

---

(Position of Commonwealth Representative)

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

---

(Name of Witness in full)

---

(Signature of Witness)

**Provider:**

**SIGNED, sealed and delivered for and on behalf of Barkly Regional Council, (ABN 32 171 281 456), in accordance with its rules:**

---

(Name and position held by Signatory)

---

(Signature)

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

---

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

---

(Signature of second Signatory / Witness)

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

Notes about the signature block:

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- 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. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- 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.
- if you are a **State or Territory Government**, the delegate must sign for the State/Territory Department/Agency acting on behalf of the State or Territory Government. The delegate must sign in the presence of a witness.

## ANNEXURE A



Australian Government

National Indigenous Australians Agency

**PROJECT SCHEDULE –  
GENERAL GRANTS  
SAFETY AND WELLBEING PROGRAMME**

Executed by

**the Commonwealth of Australia as represented by the National Indigenous Australians Agency  
(ABN 30 429 895 164)**

AND

**Barkly Regional Council (ABN 32 171 281 456)**

Grant System Agreement number (System ID)	4-5OQC7B1
Project Schedule reference number (System ID)	4-H28H9O1
Provider reference number (System ID)	1-1HYJ79

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Requests for other licence rights to this work should be directed to the National Indigenous Australians Agency.

Version: September 2021

## ANNEXURE A

**How this Project Schedule works**

The Commonwealth has agreed to execute this Project Schedule, under which the Commonwealth will provide the Grant/s for the purpose of delivering one or more Project/s.

Once this Project Schedule has been executed, a separate contract is formed. That contract is called a **Project Agreement**.

The terms and conditions of this Project Agreement are as set out in:

- a) this Project Schedule;
- b) the Head Agreement; and
- c) any attachments to, or documents incorporated by reference into, either of those documents.

This Project Schedule contains terms and conditions that relate specifically to the Projects and Grants listed in this document. The document comprises:

- Part 1 – a summary of the Projects and Grants in this Project Schedule;
- Part 2 – terms and conditions applying to all Projects and Grants in this Project Schedule; and
- Part 3 – specific terms and conditions for particular Projects and Grants in this Project Schedule.

The Head Agreement contains general terms and conditions that apply to all Projects and Grants.

*(See also clauses 1 to 10 of the Head Agreement).*

## ANNEXURE A

**PART 1: PROJECT AND GRANT SUMMARY****1. List of Projects**

Project ID	Project name
4-H28H9O7	Night Patrol Programme

**2. List of Grants**

Project ID – Project name	Amount (excl GST)	GST (if applicable)	Total (incl GST)
4-H28H9O7 - Night Patrol Programme	\$2,418,991.00	\$0.00	\$2,418,991.00
	<b>\$7,256,973.00</b>		<b>\$7,256,973.00</b>
<b>TOTAL</b>	<b>\$2,418,991.00</b>	<b>\$0.00</b>	<b>\$2,418,991.00</b>
	<b>\$7,256,973.00</b>		<b>\$7,256,973.00</b>

## ANNEXURE A

**PART 2: GENERAL INFORMATION, TERMS AND CONDITIONS FOR ALL PROJECTS IN THIS PROJECT SCHEDULE****1. Interpretation**

- 1.1 Unless the contrary intention appears, words used in this Project Schedule have the same meaning as in the Head Agreement.
- 1.2 Information, terms and conditions in Part 2 of this Project Schedule apply to the Projects under this Project Agreement, unless the contrary intention appears in Part 3.

**2. Programme**

- 2.1 The Grants are provided under the **Safety and Wellbeing** Programme.

**3. Programme outcomes**

- 3.1 For each Project, the Provider must contribute to or achieve the following programme outcomes to the extent they are not inconsistent with the Project:

<b>Programme outcomes</b>	
Ensure that the ordinary law of the land applies in Indigenous communities.	
Ensure Indigenous Australians enjoy similar levels of physical, emotional and social wellbeing as those enjoyed by other Australians.	

- 3.2 The Provider agrees to deliver each Project under this Project Agreement so as not to conflict with or adversely impact upon the school attendance of children in the location/s at which the Project is being delivered.

**4. Overview**

- 4.1 The Provider is:

Provider	
Full legal name	Barkly Regional Council
Trading name	Barkly Regional Council
ABN	32 171 281 456

- 4.2 This Project Agreement commences on the Project Agreement Start Date and ends on the Project Agreement End Date:

Project Agreement Start Date	01 July 2022 2023
Project Agreement End Date	30 November 2023 2025 or earlier termination date.

**5. Strengthening Organisational Governance - one-off payment**

- 5.1 If the Provider has been required to become incorporated pursuant to clauses 64 to 68 of the Head Agreement, the Commonwealth will pay a one-off payment of \$10,000 (excl GST) following:

## ANNEXURE A

- (a) the Provider changing its incorporation status in accordance with clauses 64 to 68 of the Head Agreement; and
  - (b) the Commonwealth receiving proof of the change in incorporation status.
- 5.2 The parties agree that this payment represents a genuine pre-estimate of the costs likely to be incurred by the Provider in complying with the incorporation requirement, and that the Commonwealth is not liable for any further amount. This payment is a one-off payment, and will be made only if the Provider has not received a similar payment under another Project Agreement.
- 5.3 The payment provided for under Part 2 item 5.1 is a Grant for the purpose of this Project Agreement.

5.1 If the Provider has been required to become incorporated pursuant to clauses 64 to 68 of the Head Agreement, the Commonwealth will pay a one-off payment of \$10,000 (excl GST) following:

- (a) the Provider changing its incorporation status in accordance with clauses 64 to 68 of the Head Agreement; and
- (b) the Commonwealth receiving proof of the change in incorporation status.

5.2 The parties agree that this payment represents a genuine pre-estimate of the costs likely to be incurred by the Provider in complying with the incorporation requirement, and that the Commonwealth is not liable for any further amount. This payment is a one-off payment, and will be made only if the Provider has not received a similar payment under another Project Agreement.

5.3 The payment provided for under Part 2 item 5.1 is a Grant for the purpose of this Project Agreement.

## 6. Bank account details

- 6.1 The Provider's bank account for the purpose of clause 13 of the Head Agreement is as follows unless another account is specified for a particular Project in Part 3:

Bank / institution name	WBC ANZ Paterson Street Tennant Creek
BSB number	015-889
Account name	Barkly <del>Shire</del> Council
Account number	405913019

## ANNEXURE A

**7. Tax and invoices**

*(Clauses 16 to 19 of the Head Agreement)*

7.1 The Commonwealth will issue recipient created tax invoices (RCTIs) and any adjustment notes for taxable supplies made by the Provider to the Commonwealth, within 28 days of determining the value of the taxable supplies in question. The Provider must not issue tax invoices or adjustment notes for taxable supplies covered by a RCTI.

7.2 Alternatively, the Commonwealth may direct the Provider to issue invoices to the Commonwealth. This direction can relate to all or part of a Project Agreement. Each invoice must be addressed to the relevant Commonwealth contact officer listed in this Project Schedule.

7.3 Each invoice issued by the Provider must contain:

- (a) the words 'tax invoice' or 'invoice', whichever is relevant, stated prominently;
- (b) the Provider's name and ABN;
- (c) the Commonwealth's name and address;
- (d) the date of issue of the tax invoice or invoice;
- (e) the name of the Project and this Project Schedule reference number (if any);
- (f) the total amount payable (including GST if it is a taxable supply); and
- (g) the GST amount shown separately, if it is a taxable supply.

7.4 An invoice issued by the Provider must not:

- (a) include amounts that are not properly payable under this Project Agreement; or
- (b) relate to a payment or include an amount in relation to which the Commonwealth has exercised its rights under clauses 79 - 81 (Withholding, Provider not entitled to amount or amount not spent in accordance with a Project Agreement, Unspent Grant amounts), 84 (Breach of Project Agreement), or 88 - 91 (Termination or reduction in scope - for default) of the Head Agreement.

7.5 The Commonwealth may require the Provider to reissue an invoice that does not meet the requirements of this Project Agreement.

**8. Reporting**

*(Clauses 52 to 58 of the Head Agreement)*

- 8.1 The Provider must provide to the Commonwealth the following reports for each Project in accordance with the timeframes set out in Part 3 of this Project Schedule:



## ANNEXURE A

Report	Details
<b>Performance report</b>	Performance reports must detail the progress and performance of the Project during the reporting period, including against the outcomes, objectives and performance targets set out in this Project Schedule. If there are significant issues affecting the progress of the Project, the Performance report must specify the actions being taken to address the issues.
<b>Expenditure report</b>	<p>The following information must be provided:</p> <ol style="list-style-type: none"> <li>1. A Financial Declaration: <ol style="list-style-type: none"> <li>a) verifying that the Grant was expended for the Project and in accordance with the Project Agreement;</li> <li>b) specifying any amount of the Grant that remains unspent for that Financial Year; and</li> <li>c) certified by the Provider's CEO, Board or authorised officer.</li> </ol> <p>Financial declarations will be required only where requested by the Commonwealth. In accordance with clause 116 of the Head Agreement, Providers must keep full and accurate records relating to Grant expenditure.</p> </li> <li>2. Expenditure Report <ol style="list-style-type: none"> <li>a) a detailed statement of income and expenditure relating to the Grant;</li> <li>b) a financial declaration as referred to above.</li> </ol> <p>If audited, the report is to be audited in accordance with clauses 55-56 of the Head Agreement.</p> <p>Part 3 of this Project Schedule specifies whether the Expenditure report for a Project is to be unaudited or audited.</p> </li> </ol>
<b>Working with Vulnerable People and Work Health and Safety Statement of Compliance</b>	<ol style="list-style-type: none"> <li>1. Annual statement of compliance with relevant Head Agreement obligations, including where identified, mandatory state and territory legislative requirements for the jurisdiction in which the Project is held, pertaining to: <ol style="list-style-type: none"> <li>a) Working with Vulnerable People, including children (WWVP); and</li> <li>b) Work Health and Safety (WHS).</li> </ol> </li> </ol>

- 8.2 On request, the Provider must provide to the Commonwealth a report for the Project by a date, and in such form, as may be specified in writing by the Commonwealth.

## ANNEXURE A

**PART 3: SPECIFIC INFORMATION, TERMS AND CONDITIONS FOR PARTICULAR PROJECTS IN THIS PROJECT SCHEDULE**

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**1. Interpretation**

- 1.1 Each of the Projects specified in this Project Schedule has its own sub-part under this Part 3, which sets out specific information, terms and conditions applying for that particular Project. To the extent of any inconsistency between Part 2 and Part 3 of this Project Schedule, Part 3 will take priority in relation to the relevant Project.

## ANNEXURE A

**3: PROJECT ID - 4-H28H9O7 - Night Patrol Programme****2. Project description**

2.1 The Provider must deliver the following Project:

**Project description**

2.1 The Provider must deliver the following Project:

2.2 Programme and Project objectives

a) The objectives of the Safety and Wellbeing Programme are to:

- i.) ensure the ordinary rule of law applies in Indigenous communities, and
- ii.) ensure Indigenous people enjoy similar levels of physical, emotional and social wellbeing enjoyed by other Australians by fostering the ability of Indigenous Australians to engage in education, employment and other opportunities.

b) The objectives of the Barkly Regional Council Community Night Patrol are to:

Community Night Patrols (CNP) aim to improve levels of community safety and promote culturally appropriate conflict and dispute resolution in participating remote Aboriginal and Torres Strait Islander communities of Ali Curung, Alpururulam, Arparra, Ampilatwatja, Elliott, Wutungurra, Mungkarta, Canteen Creek, Imangara and Tara and offer services in line with communities safety priorities. CNP uses non-coercive intervention strategies to respond flexibly to individual communities' safety needs and priorities.

2.3 Number of patrols per week/patrol hours

The Provider must deliver a minimum of 5 nights per week at 5 hours per night of patrols.

2.4 Core deliverables and outcomes

a) The Provider must deliver a CNP Project which:

- i. aligns with regional priorities and identified community safety needs;
- ii. is developed on a community-by-community basis to be targeted, flexible and tailored to meet local safety needs;
- iii. delivers consistent and regular community night patrols in the community;
- iv. works in partnership with local Police and other relevant local service providers.

b) CNP providers are required to provide a range of output and outcome information, including but not limited to:

- i. Number of staff employed, including Aboriginal and Torres Strait Islander staff;
- ii. Detail of training completed by all staff;
- iii. Number and type of incidents dealt with by patrollers.

2.5 Key features of CNP activities include:

- a) assisting vulnerable people at risk of causing or becoming victims of harm by transporting them to a safe place where their immediate needs can be addressed;
- b) referring vulnerable people to other services for ongoing assistance such as transport services, Women's Safe Houses, community health centres or clinics, police, mobile child protection teams, Sobering Up Shelters and any other services in the community;
- c) ensuring children are at home or in another safe location with a parent or carer at night and

## ANNEXURE A

- d) reminding carers of their responsibilities to ensure children get adequate sleep and are assisted to get to school each day;
- e) diverting intoxicated people away from contact with the criminal justice system, prior to any crime being committed;
- f) assisting in the recording and reporting of incidents and assistance provided.
- g) working in partnership with local police through an MOU, Community Safety Plan or other local agreement arrangements.
- h) communicating and engaging with other services including Remote School Attendance Strategy (RSAS);
- i) providing advice, information and/or assistance that may reduce risk to individuals;
- j) promoting and raising awareness of the community night patrol project in the community; and
- k) supporting patrollers to participate in training as appropriate to their job roles.

## 2.6 Out-of-scope Activities

- a) Providing a taxi service for community members.
- b) Providing a security service for protecting or monitoring assets in the community.
- c) Providing a service outside CNP scope, such as ambulance or fire service, or transporting people to court.
- d) Providing a service that is the responsibility of police.
- e) Transporting children to school –funding this for should be sought through Children and Schooling Programme (e.g. RSAS).
- f) Managing Women's Safe Houses
- g) Alcohol support services
- h) Using CNP assets or work time to participate in ceremonial business or hunting.

## 2.7 Community awareness

Ensure community members, health and community services, mainstream and Indigenous organisations in the region have a clear understanding of the services available through the Project and a clear understanding of the roles and responsibilities of patrollers.

## 2.8 Linkages with other providers

- a) The Provider must establish and maintain, through formal pathways or MOUs, linkages and referral processes with other providers, including but not limited to:
  - i. Local Police
  - ii. The Community School
  - iii. RSAS Provider
  - iv. Local Authority
- b) The Provider to provide the Department with copies of all MOU's.

## ANNEXURE A

## 2.9 Staffing

- a) The Provider must engage 26.6 FTE positions for delivery of this Project
- b) The Provider must take reasonable measures to ensure that all positions are filled throughout the Project period.
- c) The Provider must make every reasonable measure to ensure there are staff available to support the delivery of the service, including administration, finance, human resources, management and leadership.
- d) The Provider must aim to recruit/employ as many Indigenous staff as possible to the Project, taking into account total staffing required and qualifications specific to the Project.
- e) 1 x Regional Coordinators 38hrs per week
- f) 2 x Zone Manager 38 hrs per week
- g) 1 x Administration Position 38 hrs per week
- h) 20 x Night Patrollers 500 hrs per week (minimum)
- i) In recruiting staff preference could be given to appropriately qualified Indigenous applicants where this would increase cultural competence and improve safety outcomes.
- j) A target for employment of Indigenous staff should be at least 80% of total employment in this project,
- k) The Provider must ensure appropriate staffing levels at all times, particularly in regards to maintaining service delivery and mandated service hours from service sites:
  - i. Descriptions for each position including qualifications, hours, salaries and role description must be provided to the Department.
  - ii. The Department must agree prior to any changes to the agreed staffing profile and structure.
- l) If positions become vacant, or are unable to be filled, the Provider must notify the Department immediately and develop and implement risk mitigation strategies
- m) The Provider must ensure each staff member:
  - i. Ensures client privacy and confidentiality at all times.
  - ii. Holds the correct checks as per their respective state/territory where employed in relation to a project where there are children or vulnerable persons (such as a current Working with Vulnerable Persons card), including a Criminal Record Check or relevant criminal check. Refer to clauses 29-31 of the Head Agreement.
  - iii. Adheres to the provider organisation's Code of Conduct.

## 2.10 Indigenous staffing opportunities and outline of positions

- a) The Provider must create and maintain training and employment opportunities for at least **80% of staff engaged to the Project]** Aboriginal and Torres Strait Islander people.
- b) Irrespective, all staff must have significant demonstrable experience working with Aboriginal and Torres Strait Islander people.
- c) Any non-Indigenous staff should have undertaken, or do so as part of initial training, cultural competency training, or as aforementioned have demonstrable, commensurate experience working with Aboriginal and Torres Strait Islander people.
- d) Positions must include at a full time equivalent (FTE) minimum:

## ANNEXURE A

## 2.11 Staff Training

- a) The Provider must provide:
  - i. induction training for all staff as appropriate to their job roles
  - ii. other training as identified or as appropriate to enable staff to fulfil their job roles safely and effectively.
- c) Training may include: CNP Certificate III, workplace safety certification, NAAJA training, etc.

## 2.12 Budget

A detailed Budget must be submitted to and agreed by the Department at the commencement of funding. The Funds must be used in accordance with the approved Budget.

## 2.13 Activity Generated Income

- a) Activity Generated Income is any income earned by the Provider as a result of the grant funding under this Project Schedule, such as but not limited to bank interest, client payments for services, Medicare Reimbursements, proceeds from sale of assets, victims of crime legal costs reimbursement, and insurance payments.
- b) All Activity Generated Income is to be included as part of the Grant income for this project and must be reported accordingly within financial statements, including as part of annual funding acquittal documentation.

## 2.14 Risk and Governance

- a) The Provider must conduct, monitor and review a risk assessment of the service.
- b) The Provider must advise the Department of any emerging issues for the Project and broader issues relating to CNP in the region.
- c) Where issues are identified, the Provider must develop risk mitigation strategies to address them.
- d) Ensure good practice principles underpin service delivery to achieve the objectives of the Project, and that the service operates within relevant evidence based guidelines and under continuous improvement principles.
- e) The Department may, at any time, conduct, monitor and review a risk assessment of the service/Project.
- f) The Department will work in collaboration with the Provider as required to evaluate the Project, community feedback on the Project, the Provider's capacity to deliver the Project, value for money and the Provider's performance under the Project Agreement.
- g) The Provider must be open to participation in research and evaluation efforts instigated by the Department relating to this Project, which may be formalised via Memoranda of Understanding or similar agreement, as appropriate.
- h) The Department wishes to ensure that funding results in improved outcomes for Indigenous people, and may consider redirecting grant funding if outcomes are not being achieved or improving.
- i) The Commonwealth intends to work in collaboration with your organisation around the end of each financial year for the duration of the project to evaluate
  - i. your organisation's capacity to deliver a Project; and
  - ii. your organisation's performance under the Project Agreement.

## ANNEXURE A

## 2.15 Standard reporting requirements

- a) The Provider must report progress towards and/or strategies they are implementing to address issues arising against each of the actions in this Project description, and in meeting/achieving the KPIs as specified in **Item 8 - Reporting** of this Project Schedule.
- b) The Provider must record timely and accurate statistics relevant to the project's Key Performance Indicators (KPIs) and provide them at least to the timeframes stipulated under Reporting (milestones table).
- c) In support of reporting requirements, the Provider must maintain a database of night patrol contacts made.
- d) To supplement the formal performance and financial reporting, the department may seek to meet with the Provider on an interim basis to review progress of the Project. As part of this, a brief update including progress against KPIs and client data may be requested (and subsequently to be provided within a reasonable timeframe). Data requirements and further timing to be agreed with the Department.

## 2.16 Work-Plan

- a) The Provider must submit to the Department a work plan one month from execution of this Agreement, and include in the plan the strategy for Community Night Patrol Services including details of refer 1.16(b) below. The work plan must be agreed with the Department, including any substantive amendments required during the Project period.
- b) A work plan that includes recruitment progress, position descriptions, staff training and community engagement strategy, and budget to be supplied to the Department one month after signing this Agreement.

## 2.17 Provider instigated evaluation/review

The Department seeks input to any review or evaluation of the Project conducted by the Provider and/or partner organisations, with the Department to be provided copy of the resulting report.

## 3. Key performance indicators

- 3.1 The Provider must meet the performance targets for the following key performance indicators within the timelines shown in the table below:

Number	Key Performance Indicator	Target and data
1.	MKPI.M1 - Indigenous Employment	80 per cent of hours worked in the reporting period under the activity, are worked by an Indigenous person. Source: Service provider.
2.	MKDI.D1 - Employment Numbers	Number of Indigenous people employed and the total number of people employed, under the activity (by gender). Source: Service provider.
3.	MKDI.D2 - Hours Worked - Indigenous Staff	Number of hours worked in the reporting period by all Indigenous people employed under the activity. Source: Service provider.

## ANNEXURE A

4.	MKDI.D3 - Hours Worked - All Staff	Number of hours worked in the reporting period by all people employed under the activity. Source: Service provider.
5.	MKPI.M2 - Core Service Provision	Core activities or service being delivered meet or exceed requirements. Source: Agreement Manager review of Service Provider performance reporting.
6.	D301.01 - Patrol Hours	Number of hours of active patrol. Source: Service provider.
7.	D301.02 - Safety Issues Addressed	Number of safety issues addressed. Source: Service Provider.
8.	P301.03 - Formal Training	100 per cent of tenured staff commenced some formal training. Source: Service provider.
9.	P301.04 - Stakeholder Satisfaction	70 per cent of stakeholders in the community surveyed are satisfied that night patrol is well-delivered and appropriate. Source: Stakeholder feedback. Frequency: 12 monthly
10.	P301.05 - Safety and Security	70 per cent of stakeholders in the community surveyed agree that night patrol is helping to increase feelings of safety and security in the community. Source: Stakeholder feedback. Frequency: 12 monthly.

**4. Duration of Project**

4.1 The Project must be delivered from the Project Start Date until the Project End Date:

Project dates	
Project Start Date	01 July 2022 2023
Project End Date	30 June 2023 2025 or earlier termination date

- 4.2 The Commonwealth may, at its sole discretion, offer to extend the Project Agreement End Date and/or any Project End Date by one or more extensions up to a maximum of one year by giving notice to the Provider at least 60 business days prior to the end of the relevant Project or Project Agreement End Date.
- 4.3 If the Provider accepts the Commonwealth's offer under clause 4.2, the terms of any such extension are to be documented by way of a deed of variation on terms acceptable to the Agency and such extension will only be effective upon the formal execution of the deed of variation by the Commonwealth and the Provider.



## ANNEXURE A

**5. Party representatives for notices***(Clauses 134 – 135 of the Head Agreement)*

5.1 The parties' representatives are responsible for liaison and day-to-day Project management, as well as issuing and accepting any written notices relating to the Project:

Commonwealth	Details
Contact officer for Project	Pauline Borisi Agreement Manager
Physical / postal address(es) for notices	PO Box 2255 Alice Springs NT 0871
Telephone	(08) 8956 9376-79781922
E-mail	<a href="mailto:pauline.borisi@official.niaa.gov.au">pauline.borisi@official.niaa.gov.au</a>

Contact officer for Project	Duane Fraser Engagement Officer
Physical / postal address(es) for notices	PO Box 2255 Alice Springs NT 0871
Telephone	(08) 7978 1905
E-mail	<a href="mailto:duane.fraser@official.niaa.gov.au">duane.fraser@official.niaa.gov.au</a>

Provider	Details
Contact officer / position for Project	Ms Emma Bradbury Russell Anderson Acting Chief Executive Officer
Physical / postal address(es) for notices	41 Peko Road Tennant Creek NT 0860
Telephone	(08) 8962 0000
E-mail	<a href="mailto:emma.bradbury@barkly.nt.gov.au">emma.bradbury@barkly.nt.gov.au</a> <a href="mailto:russell.anderson@barkly.nt.gov.au">russell.anderson@barkly.nt.gov.au</a>

## ANNEXURE A

**6. Location**

6.1 The Project is to be delivered at the following location/s:

Organisation venue name	Organisation venue address	Estimated Financial Attribution %
Barkly Regional Council	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Alpurrurulam Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Arlparra (Utopia) Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Ali Curung Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Ampilatwatja (Aherrenge) Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Elliott Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Wutungurra Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Mungkarta Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Canteen Creek (Owairtilla) Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Imangara Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%
Tara Community	41 Peko Road, TENNANT CREEK, NT, 0860	Divide by zero%

6.2 The Provider warrants that it has the right to access and use all premises required for the purposes of delivering the Project.

**7. Reporting and site visits**

(Clauses 52 - 58 of the Head Agreement and Part 2 item 8 of this Project Schedule)

7.1 The Provider must submit the following reports to the Commonwealth, and where relevant facilitate site visits conducted by the Commonwealth, by the following due dates:

Report	Due date
WWVP and WHS Statement of Compliance.	31 October 2022
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	31 December 2022
Performance Report covering the period [01 July 2022 to 31 December 2022].	15 January 2023

## ANNEXURE A

Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2023
Performance Report covering the period [01 January 2023 to 30 June 2023].	15 July 2023
Audited Expenditure Report covering the period [01 July 2022 to 30 June 2023].	30 October 2023
WWVP and WHS Statement of Compliance.	31 October 2023
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	31 December 2023
Performance Report covering the period [01 July 2023 to 31 December 2023].	15 January 2024
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2024
Performance Report covering the period [01 January 2024 to 30 June 2024].	15 July 2024
Audited Expenditure Report covering the period [01 July 2023 to 30 June 2024].	30 October 2024
WWVP and WHS Statement of Compliance.	31 October 2024
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	31 December 2024
Performance Report covering the period [01 July 2024 to 31 December 2024].	15 January 2025
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2025
Performance Report covering the period [01 January 2025 to 30 June 2025].	15 July 2025
Audited Expenditure Report covering the period [01 July 2024 to 30 June 2025].	30 October 2025
WWVP and WHS Statement of Compliance.	31 October 2025

**8. Grant payments***(Clauses 11 and 12 of the Head Agreement)*

- 8.1 The Provider must use the Grant only for the purpose of this Project.
- 8.2 Grant payments will be made on the occurrence of the following events, outcomes or performance targets and subject to the terms and conditions of this Project Agreement:

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Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
15/07/2022	Payment on execution of Agreement	\$1,209,495.50	\$0.00	\$1,209,495.50 Paid
31/01/2023	Payment upon submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Providers performance	\$1,209,495.50	\$0.00	\$1,209,495.50
Per description	Payment within 20 days of the execution of the Deed of Variation, or the Project Start Date, whichever is later.	\$1,209,495.50	\$0.00	\$1,209,495.50
31 January 2024	Payment upon submission of satisfactory Performance Report by the Provider and the Commonwealth being satisfied with the Providers performance	\$1,209,495.50	\$0.00	\$1,209,495.50
31 July 2024	Payment upon submission of satisfactory Performance Report by the Provider and the Commonwealth being satisfied with the Providers performance	\$1,209,495.50	\$0.00	\$1,209,495.50
31 January 2025	Payment upon submission of satisfactory Performance Report by the Provider and the Commonwealth being satisfied with the Providers performance	\$1,209,495.50	\$0.00	\$1,209,495.50
Total Grant payable:		<del>\$2,418,991.00</del> \$7,256,973.00	\$0.00	<del>\$2,418,991.00</del> \$7,256,973.00

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**9. Bank account details**

9.1 The Provider's bank account for the purpose of clause 13 of the Head Agreement for this Project is:

Bank / institution name	ANZ 64 Paterson Street Tennant Creek
BSB number	015-889
Account name	Barkly Shire Regional Council
Account number	405913019

## ANNEXURE A

**4-H28H907 - Night Patrol Programme - Additional Conditions****10 Budget**

- 10.1 Unless otherwise approved by the Commonwealth in writing and subject to item 10.2 below, the Provider must spend the Grant in accordance with the following budget:

<b>Expenditure item</b>	<b>Grant amount per annum (GST inclusive)</b>
Salary and Wages - Normal	\$1,477,868.22
Salary and Wages - Allowances	\$ 95,560.32
Other Leave Expenses	\$ 2,437.66
Annual Leave Expense	\$ 197,429.76
Long Service Leave Expense	\$ 36,401.04
Superannuation	\$ 138,322.68
Workers Compensation Premiums	\$ 34,386.24
ICT – Phone/Fax/Internet	\$ 8,880.00
ICT – Mobiles/Modem Telephone	\$ 3,300.00
ICT – Satellite Telephone	\$ 9,322.84
Material Expenses – Safety Equipment	\$ 900.00
Plant \$ Vehicle – Fuel & Lubricants	\$ 37,400.00
Plant & Vehicle - Parts	\$ 6,337.09
Plant & Vehicle - Registration	\$ 9,012.00
Plant & Vehicle – Servicing/Maint	\$ 13,300.00
Plant & Vehicle - Tyres	\$ 12,300.00
Property - Cleaning	\$ 850.92
Property – Repairs & Maintenance	\$ 3,000.00
Property - Electricity	\$ 7,350.00
Property – Water & Sewerage	\$ 6,640.00
Property – Leasing/Rental	\$ 24,000.00
Property – Rental (Internal)	\$ 66,240.00

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Postage, Freight, Courier	\$ 1,500.00
Staff Expenses – Meals & Accommodation	\$ 18,000.00
Staff Expenses Uniform & Protective Clothing	\$ 6,000.00
IC – Training & Development	\$ 81,202.68
IC – Grant Administration	\$ 120,949.55
<b>Total</b>	<b>\$2,418,991.00</b>

- 10.2 The Provider may transfer amounts between categories of expenditure items within the budget which are less than 10% without seeking Commonwealth approval. The total amount of transfers in any financial year must not exceed 10% of the total value of Grant payments under the Project Agreement in that financial year.

#### 11. Restrictions on expenditure

- 11.1 In addition to clause 12 of the Head Agreement, the Provider must not use any part of the Grant for any of the following purposes, unless it obtains the Commonwealth's prior written approval:
- a) to make a loan or gift;
  - b) to pay sitting fees, allowances, travel expenses or similar payments to Directors or members of the Provider's organisation or any related entities (including any parent or subsidiary company);
  - c) to pay commissions, success bonuses or similar benefits to staff, members or consultants;
  - d) for overseas travel;
  - e) to engage a consultant for over \$0;
  - f) to conduct litigation; or
  - g) to transfer money (including as a payment, reimbursement, gift or loan) to a parent or subsidiary company of the Provider.

#### 12. Assets

*(Clauses 40 to 47 of the Head Agreement)*

- 12.1 The Provider must Provide a copy of the Programs Current Asset Register to the Commonwealth by 01 October 2018.

#### 13. Recruitment

- 13.1 If the Provider uses any part of a Grant for the full or partial payment of staff salaries for new or vacant positions, the Provider must either itself or through a recruitment company:

- a) make available a duty statement and selection criteria for the relevant position;
- b) advertise the position;
- c) ensure the selection panel does not consist of anyone who has or appears to have a conflict of interest; and
- d) ensure the selection process is merit-based and consistent with the duty statement and selection criteria.

## ANNEXURE A

**14. Governance – Persons involved in management and financial administration**

- 14.1 The Provider must immediately notify the Commonwealth of any person it employs, engages or elects who will have a role in its financial administration or management. The notice must include the identity and qualifications of the person/s.
- 14.2 The Provider must not employ, engage or elect any person who will have a role in its management or financial administration if any of the following applies:
- a) the person is an undischarged bankrupt;
  - b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
  - c) the person has been given final judgment for a debt and the judgment has not been satisfied;
  - d) within the last five years, the person:
    - i. has been convicted of an offence/s against a Commonwealth, State or Territory law involving dishonesty;
    - ii. has been released from prison after having been imprisoned for offence/s involving dishonesty;
    - iii. is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with funding or grant requirements of the Commonwealth, the Aboriginal and Torres Strait Islander Commission or its predecessors;
  - iv. the person is otherwise prohibited from being a member, director, employee or responsible officer of the Provider under Commonwealth, State or Territory legislation.



## **GENERAL BUSINESS**

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<b>ITEM NUMBER</b>	16.4
<b>TITLE</b>	Request for the use of Common Seal for NIAA Youth, Sports and Recreation Agreement
<b>REFERENCE</b>	380746
<b>AUTHOR</b>	Gillian Molloy, 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 NIAA Youth, Sports and Recreation Project Agreement valued at \$3,762,512.

### **BACKGROUND**

Nil

### **ORGANISATIONAL RISK ASSESSMENT**

Nil

### **BUDGET IMPLICATION**

Nil

### **ISSUE/OPTIONS/CONSEQUENCES**

Nil

### **CONSULTATION & TIMING**

Nil

### **ATTACHMENTS:**

1 [↓](#) DOV Agreement - Annexure A BRC Youth Sports Rec Schedule 4-G3VOHJ1.pdf

**Australian Government****National Indigenous Australians Agency****DEED OF VARIATION NO.1 TO  
PROJECT AGREEMENT**

between

**the Commonwealth of Australia as represented by the National Indigenous  
Australians Agency (ABN 30 429 895 164)**

AND

**Barkly Regional Council (ABN 32 171 281 456)**

Head Agreement reference number (system ID)	4-5OQC7B1
Project Schedule reference number (system ID)	4-G3VOHJ1
Provider reference number (system ID)	1-1HYJ79

Version: 2 May 2017

**DEED OF VARIATION**

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**Date**

This Deed of Variation is made on the date that the last Party to sign this Project Agreement does so.

**Parties**

This Deed of Variation is made between and binds the following Parties:

**Commonwealth of Australia** as represented by the National Indigenous Australians Agency ABN 30 429 895 164 (**the Commonwealth**)

And

**Barkly Regional Council (ABN 32 171 281 456)** 41 Peko Road Tennant Creek NT 0860 (**the Provider**)

**Context**

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- A. The Parties entered into a Head Agreement for Indigenous Grants dated 23 July 2021 (**Head Agreement**).
- B. The Parties entered into a Project Schedule – Safety and Wellbeing - Youth Engagement - Sport and Recreations dated 23 July 2021 (**the Project Schedule**).
- C. The Head Agreement and the Project Schedule created a separate Project Agreement dated 23 July 2021 (**the Project Agreement**).
- D. The Parties now wish to amend the Project Agreement as set out in this Deed of Variation.
- E. The Project Agreement requires that a variation be in writing and signed by both Parties.

---

**IT IS AGREED AS FOLLOWS:****1. Interpretation**

- 1.1 Unless the contrary intention appears, words used in this Deed of Variation have the same meaning as in the Project Agreement.

**Commencement**

- 2.1 This Deed of Variation commences on the date the last Party to sign this Agreement does so.

**Variation of the Project Agreement**

- 3.1 The Project Agreement is amended as set out in this clause 3.
- 3.2 Delete the existing Schedule, ID 4-G3VOHJ1 and replace with the amended Schedule, ID 4-G3VOHJ1 at Annexure A to this Deed of Variation, which includes all changes effected through this variation in highlight and any changes effected through previous variations.

**2. Amendments**

- 4.1 The only variations are those set out in this Deed of Variation. In all other respects, the Project Agreement remains unamended.

**Inconsistency**

- 5.1 If there is any conflict between the Project Agreement and this Deed of Variation the terms of this Deed of Variation prevail.

**Date of Effect for the variation to the Project Agreement**

- 6.1 The Project Agreement is varied with effect from 'the date on which the last Party to sign this does so'.

**Further Acts**

- 7.1 Each Party must promptly execute all documents and do all things that the other Party from time to time reasonably requests to give effect to this Deed of Variation and all transactions incidental to it.

**Costs**

- 8.1 Each Party must pay its own costs in relation to finalising and executing this Deed of Variation and in relation to effecting any other document or thing required to give effect to this Deed of Variation.

**Applicable law**

- 9.1 This Deed of Variation is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

**Executed by the parties as a deed****Commonwealth:**

**SIGNED, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by the National Indigenous Australians Agency (ABN 30 429 895 164) by its duly authorised delegate:**

\_\_\_\_\_  
(Name of Commonwealth Representative)

\_\_\_\_\_  
(Signature of Commonwealth Representative)

\_\_\_\_\_  
(Position of Commonwealth Representative)

.../.../...

\_\_\_\_\_  
(Name of Witness in full)

\_\_\_\_\_  
(Signature of Witness)

**Provider:**

**SIGNED, sealed and delivered for and on behalf of Barkly Regional Council, (ABN 32 171 281 456), in accordance with its rules:**

\_\_\_\_\_  
(Name and position held by Signatory)

\_\_\_\_\_  
(Signature)

.../.../...

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

\_\_\_\_\_  
(Signature of second Signatory / Witness)

.../.../...

Notes about the signature block:

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- 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. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- 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.
- if you are a **State or Territory Government**, the delegate must sign for the State/Territory Department/Agency acting on behalf of the State or Territory Government. The delegate must sign in the presence of a witness.

## ANNEXURE A



Australian Government

National Indigenous Australians Agency

**PROJECT SCHEDULE –  
GENERAL GRANTS  
SAFETY AND WELLBEING PROGRAMME**

Executed by

**the Commonwealth of Australia as represented by the National Indigenous Australians Agency  
(ABN 30 429 895 164)**

AND

**Barkly Regional Council (ABN 32 171 281 456)**

Grant System Agreement number (System ID)	4-5OQC7B1
Project Schedule reference number (System ID)	4-G3VOHJ1
Provider reference number (System ID)	1-1HYJ79

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Version: August 2020

## ANNEXURE A

**How this Project Schedule works**

The Commonwealth has agreed to execute this Project Schedule, under which the Commonwealth will provide the Grant/s for the purpose of delivering one or more Project/s.

Once this Project Schedule has been executed, a separate contract is formed. That contract is called a **Project Agreement**.

The terms and conditions of this Project Agreement are as set out in:

- a) this Project Schedule;
- b) the Head Agreement; and
- c) any attachments to, or documents incorporated by reference into, either of those documents.

This Project Schedule contains terms and conditions that relate specifically to the Projects and Grants listed in this document. The document comprises:

- Part 1 – a summary of the Projects and Grants in this Project Schedule;
- Part 2 – terms and conditions applying to all Projects and Grants in this Project Schedule; and
- Part 3 – specific terms and conditions for particular Projects and Grants in this Project Schedule.

The Head Agreement contains general terms and conditions that apply to all Projects and Grants.

*(See also clauses 1 to 10 of the Head Agreement).*



## ANNEXURE A

**PART 1: PROJECT AND GRANT SUMMARY****1. List of Projects**

Project ID	Project name
4-G3VOHJ6	Youth, Sports and Recreation

**2. List of Grants**

Project ID – Project name	Amount (excl GST)	GST (if applicable)	Total (incl GST)
4-G3VOHJ6 - Youth, Sports and Recreation	\$1,839,256.00 \$3,762,512.00	\$0.00 \$0.00	\$1,839,256.00 \$3,762,512.00
<b>TOTAL</b>	<b>\$1,839,256.00</b> <b>\$3,762,512.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>\$1,839,256.00</b> <b>\$3,762,512.00</b>

## ANNEXURE A

## PART 2: GENERAL INFORMATION, TERMS AND CONDITIONS FOR ALL PROJECTS IN THIS PROJECT SCHEDULE

### 1. Interpretation

- 1.1 Unless the contrary intention appears, words used in this Project Schedule have the same meaning as in the Head Agreement.
- 1.2 Information, terms and conditions in Part 2 of this Project Schedule apply to the Projects under this Project Agreement, unless the contrary intention appears in Part 3.

### 2. Programme

- 2.1 The Grants are provided under the **Safety and Wellbeing** Programme.

### 3. Programme outcomes

- 3.1 For each Project, the Provider must contribute to or achieve the following programme outcomes to the extent they are not inconsistent with the Project:

<b>Programme outcomes</b>	
<ul style="list-style-type: none"> <li>Ensure that the ordinary law of the land applies in Indigenous communities.</li> <li>Ensure Indigenous Australians enjoy similar levels of physical, emotional and social wellbeing as those enjoyed by other Australians.</li> </ul>	

- 3.2 The Provider agrees to deliver each Project under this Project Agreement so as not to conflict with or adversely impact upon the school attendance of children in the location/s at which the Project is being delivered.

### 4. Overview

- 4.1 The Provider is:

<b>Provider</b>	
Full legal name	Barkly Regional Council
Trading name	Barkly Regional Council
ABN	32 171 281 456

- 4.2 This Project Agreement commences on the Project Agreement Start Date and ends on the Project Agreement End Date:

Project Agreement Start Date	01 July 2021
Project Agreement End Date	30 November 2023 <b>2025</b> or earlier termination date.

### 5. Strengthening Organisational Governance - one-off payment

- 5.1 If the Provider has been required to become incorporated pursuant to clauses 64 to 68 of the Head Agreement, the Commonwealth will pay a one-off payment of \$10,000 (excl GST) following:
- the Provider changing its incorporation status in accordance with clauses 64 to 68 of the Head Agreement; and
  - the Commonwealth receiving proof of the change in incorporation status.
- 5.2 The parties agree that this payment represents a genuine pre-estimate of the costs likely to be incurred by the Provider in complying with the incorporation requirement, and that the

## ANNEXURE A

Commonwealth is not liable for any further amount. This payment is a one-off payment, and will be made only if the Provider has not received a similar payment under another Project Agreement.

- 5.3 The payment provided for under Part 2 item 5.1 is a Grant for the purpose of this Project Agreement.

**6. Bank account details**

- 6.1 The Provider's bank account for the purpose of clause 13 of the Head Agreement is as follows unless another account is specified for a particular Project in Part 3:

Bank / institution name	ANZ Paterson Street Tennant Creek
BSB number	015-889
Account name	Barkly Regional Council
Account number	405913019

## ANNEXURE A

**7. Tax and invoices**

*(Clauses 16 to 19 of the Head Agreement)*

7.1 The Commonwealth will issue recipient created tax invoices (RCTIs) and any adjustment notes for taxable supplies made by the Provider to the Commonwealth, within 28 days of determining the value of the taxable supplies in question. The Provider must not issue tax invoices or adjustment notes for taxable supplies covered by a RCTI.

7.2 Alternatively, the Commonwealth may direct the Provider to issue invoices to the Commonwealth. This direction can relate to all or part of a Project Agreement. Each invoice must be addressed to the relevant Commonwealth contact officer listed in this Project Schedule.

7.3 Each invoice issued by the Provider must contain:

- (a) the words 'tax invoice' or 'invoice', whichever is relevant, stated prominently;
- (b) the Provider's name and ABN;
- (c) the Commonwealth's name and address;
- (d) the date of issue of the tax invoice or invoice;
- (e) the name of the Project and this Project Schedule reference number (if any);
- (f) the total amount payable (including GST if it is a taxable supply); and
- (g) the GST amount shown separately, if it is a taxable supply.

7.4 An invoice issued by the Provider must not:

- (a) include amounts that are not properly payable under this Project Agreement; or
- (b) relate to a payment or include an amount in relation to which the Commonwealth has exercised its rights under clauses 79 - 81 (Withholding, Provider not entitled to amount or amount not spent in accordance with a Project Agreement, Unspent Grant amounts), 84 (Breach of Project Agreement), or 88 - 91 (Termination or reduction in scope - for default) of the Head Agreement.

7.5 The Commonwealth may require the Provider to reissue an invoice that does not meet the requirements of this Project Agreement.

## ANNEXURE A

**8. Reporting***(Clauses 52 to 58 of the Head Agreement)*

8.1 The Provider must provide to the Commonwealth the following reports for each Project in accordance with the timeframes set out in Part 3 of this Project Schedule:

Report	Details
<b>Performance report</b>	Performance reports must detail the progress and performance of the Project during the reporting period, including against the outcomes, objectives and performance targets set out in this Project Schedule. If there are significant issues affecting the progress of the Project, the Performance report must specify the actions being taken to address the issues.
<b>Expenditure report</b>	<p>The following information must be provided:</p> <ol style="list-style-type: none"> <li>1. A Financial Declaration: <ul style="list-style-type: none"> <li>a) verifying that the Grant was expended for the Project and in accordance with the Project Agreement;</li> <li>b) specifying any amount of the Grant that remains unspent for that Financial Year; and</li> <li>c) certified by the Provider's CEO, Board or authorised officer.</li> </ul> </li> </ol> <p>Financial declarations will be required only where requested by the Commonwealth. In accordance with clause 116 of the Head Agreement, Providers must keep full and accurate records relating to Grant expenditure.</p> <ol style="list-style-type: none"> <li>2. Expenditure Report <ul style="list-style-type: none"> <li>a) a detailed statement of income and expenditure relating to the Grant;</li> <li>b) a financial declaration as referred to above.</li> </ul> </li> </ol> <p>If audited, the report is to be audited in accordance with clauses 55-56 of the Head Agreement.</p> <p>Part 3 of this Project Schedule specifies whether the Expenditure report for a Project is to be unaudited or audited.</p>

ANNEXURE A

**PART 3: SPECIFIC INFORMATION, TERMS AND CONDITIONS FOR PARTICULAR PROJECTS IN THIS PROJECT SCHEDULE**

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**1. Interpretation**

- 1.1 Each of the Projects specified in this Project Schedule has its own sub-part under this Part 3, which sets out specific information, terms and conditions applying for that particular Project. To the extent of any inconsistency between Part 2 and Part 3 of this Project Schedule, Part 3 will take priority in relation to the relevant Project.

## ANNEXURE A

**3: PROJECT ID - 4-G3VOHJ6 - Youth, Sports and Recreation****2. Project description**

2.1 The Provider must deliver the following Project:

Project description
<p>The Provider must deliver the following Project:</p> <p>2.2 Through the delivery of this project, the Provider must provide educational, recreational, and diversionary activities for young Indigenous males and females, 8 to 24 years of age, from Ampilatwatja, Arlparra, Ali Curung, Alpurrurulam, Elliott and Epenarra.</p> <p>2.3 The provider must run the following activities in these target communities, to develop youth leadership and empowerment and counteract the effects of boredom, anti-social behaviours, binge drinking, petrol sniffing and other substances abuse:</p> <ul style="list-style-type: none"> <li>a) Structured and regular sporting and recreational activities, run after school and during school holidays;</li> <li>b) Team sporting activities and support youth engage in regional competitions, providing opportunities for regular physical exercise and contributing to the overall physical health of young people; and</li> <li>c) Multi-media programme and activities, providing young people with avenues for self-expression and cultural identification.</li> </ul> <p>2.4 The provider must offer pathways for skills development by running digital media, music and videography workshops in at least 2 target communities. A minimum of one workshop must be held in no less than 2 communities over the next twelve months. These workshops must be promoted as a recognition and reward for supporting strong school attendance in these communities.</p> <p>2.5 The Provider's success will be measured by the number of young people from the target communities participating in the Project activities, and through the contribution of the digital media, music and videography workshops to supporting school attendance and retention rates.</p> <p>2.6 The Provider must employ at least one full-time Coordinator and <del>two</del> <b>three</b> Indigenous trainees to manage and run the Projects activities.</p> <p>2.7 In undertaking this Project the Provider must commit to:</p> <ul style="list-style-type: none"> <li>a) Implement this Project as a place-based model; and</li> <li>b) Submit an annual Activity Work Plan for the Commonwealth's approval, in accordance with Part 3, Item 6 of this Project Agreement. This Activity Work Plan must: <ul style="list-style-type: none"> <li>i Provide evidence of community consultation in the development of this Project, including community input into the Project's design and structure;</li> <li>ii Provide a description and calendar of the range of activities per community to be delivered through this Project;</li> <li>iii Provide a reporting template, updated every six months, showing attendance and participation data by age, gender, activity and month for</li> </ul> </li> </ul>

## ANNEXURE A

- iv each community where this Project will be delivered; and  
Complete the Youth Resource Template (to be provided by the Department), updating the community profile and resources being used to run the youth activities in the target communities.

### 3. Key performance indicators

3.1 The Provider must meet the performance targets for the following key performance indicators within the timelines shown in the table below:

Number	Key Performance Indicator	Target and data
1.	MKPI.M1 – Indigenous Employment	80% per cent of hours worked in the reporting period under the activity are worked by an Indigenous person. Source: Service provider
2.	MKDI.D1 – Employment Numbers	Number of Indigenous people employed and the total number of people employed, under the activity (by gender). Source: Service provider
3.	MKDI.D2 – Hours Worked – Indigenous Staff	Number of hours worked in the reporting period by all Indigenous people employed under the activity. Source: Service provider
4.	MKDI.D3 – Hours Worked – All Staff	Number of hours worked in the reporting period by all people employed under the activity. Source: Service provider
5.	MKPI.M2 – Core Service Provision	Core activities or service being delivered meet or exceed requirements. Source: Agreement Manager review of Service Provider performance reporting
6.	D313.01 – Number of Volunteers	Number of volunteers (by gender). Source: Service provider
7.	D313.02 – Number of Activities	Number of activities held. Source: Service provider
8.	D313.03 – Participation Numbers	Number of individual people participating in events (by gender). Source: Service provider
9.	D313.04 – Session Numbers	Number of sessions held. Source: Service provider
10.	D313.05 – Participation Average	Average participants per session. Source: Service provider



## ANNEXURE A

**4. Duration of Project**

4.1 The Project must be delivered from the Project Start Date until the Project End Date:

Project dates	
Project Start Date	01 July 2021
Project End Date	<del>30 November 2023</del> 31 December 2025 or earlier termination date

4.2 The Commonwealth may, at its sole discretion, offer to extend the Project Agreement End Date and/or any Project End Date by one or more extensions up to a maximum of one year by giving notice to the Provider at least 60 business days prior to the end of the relevant Project or Project Agreement End Date.

4.3 If the Provider accepts the Commonwealth's offer under clause 4.2, the terms of any such extension are to be documented by way of a deed of variation on terms acceptable to the Agency and such extension will only be effective upon the formal execution of the deed of variation by the Commonwealth and the Provider.

**5. Party representatives for notices**

(Clauses 134 – 135 of the Head Agreement)

5.1 The parties' representatives are responsible for liaison and day-to-day Project management, as well as issuing and accepting any written notices relating to the Project:

Commonwealth	Details
Contact officer for Project	Pauline Borisi Agreement manager
Physical / postal address(es) for notices	PO Box 2255 Alice Springs NT 0871
Telephone	08 8956 9376
E-mail	pauline.borisi@official.niaa.gov.au

Contact officer for Project	<del>Harry Abrahams</del> Duane Fraser Engagement Officer
Physical / postal address(es) for notices	PO Box 2255 Alice Springs NT 0871
Telephone	(08) 79781925 1905
E-mail	<a href="mailto:harry.abrahams@official.niaa.gov.au">harry.abrahams@official.niaa.gov.au</a> <a href="mailto:duane.fraser@official.niaa.gov.au">duane.fraser@official.niaa.gov.au</a>

## ANNEXURE A

Provider	Details
Contact officer / position for Project	Mr Steve Moore <b>Mr Russell Anderson</b> <b>Acting</b> Chief Executive Officer
Physical / postal address(es) for notices	PO Box 821 TENNANT CREEK NT 0861
Telephone	08 8962 0000
E-mail	<a href="mailto:steve.moore@barkly.nt.gov.au">steve.moore@barkly.nt.gov.au</a> <a href="mailto:russell.anderson@barkly.nt.gov.au">russell.anderson@barkly.nt.gov.au</a>

**6. Location**

6.1 The Project is to be delivered at the following location/s:

Organisation venue name	Organisation venue address
Ali Curung Community	Lot 278, Ali Curung Community
Ampilatwatja Community	Lot 3, Ampilatwatja Community
Arlparra Community	Lot 18, Arlparra Community
Elliott Community	Lot 170, Elliott Community
Wutunugurra Community	Lot 53, Wutunugurra Community
Alpurrurulam Community	Lot 64, Alpurrurulam Community
Barkly Regional Council	41 Peko Road, TENNANT CREEK, NT, 0860

**7. Reporting and site visits**

(Clauses 52 - 58 of the Head Agreement and Part 2 item 8 of this Project Schedule)

7.1 The Provider must submit the following reports to the Commonwealth, and where relevant facilitate site visits conducted by the Commonwealth, by the following due dates:

Report	Due date
WWVP and WHS Statement of Compliance	31 October 2021 <b>Completed</b>
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date^	31 December 2021
Performance Report covering the period [01 July 2021 to 31 December 2021].	15 January 2022

## ANNEXURE A

	Completed
2021 Activity Work Plan	30 March 2021
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2022
Performance Report covering the period [01 January 2022 to 30 June 2022].	15 July 2022 Completed
Audited Expenditure Report covering the period [01 July 2021 to 30 June 2022]..	30 November 2022 Completed
WWVP and WHS Statement of Compliance	31 October 2022
Performance Report covering the period [01 July 2022 to 31 December 2022].	15 January 2023
2022 Activity Work Plan	30 March 2022
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2023
Performance Report covering the period [01 January 2023 to 30 June 2023].	15 July 2023
WWVP and WHS Statement of Compliance	31 October 2023
Audited Expenditure Report covering the period [01 July 2022 to 30 June 2023].	30 November 2023
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date^	31 December 2023
Performance Report covering the period [01 July 2023 to 31 December 2023].	15 January 2024
2024 Activity Work Plan	30 March 2024
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2024
Performance Report covering the period [01 January 2024 to 30 June 2024].	15 July 2024
Audited Expenditure Report covering the period [01 July 2023 to 30 June 2024].	30 November 2024

## ANNEXURE A

WWVP and WHS Statement of Compliance	31 October 2024
Performance Report covering the period [01 July 2024 to 31 December 2024].	15 January 2025
2025 Activity Work Plan	30 March 2025
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	30 June 2025
Performance Report covering the period [01 January 2025 to 30 June 2025].	15 July 2025
WWVP and WHS Statement of Compliance	31 October 2025
Audited Expenditure Report covering the period [01 July 2024 to 30 June 2025].	30 November 2025

**8. Grant payments***(Clauses 11 and 12 of the Head Agreement)*

8.1 The Provider must use the Grant only for the purpose of this Project.

8.2 Grant payments will be made on the occurrence of the following events, outcomes or performance targets and subject to the terms and conditions of this Project Agreement:

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
30 July 2021	Payment on Execution of Project Schedule	\$459,814.00	\$0.00	\$459,814.00 Paid
31 January 2022	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Providers performance.	\$459,814.00	\$0.00	\$459,814.00 Paid
30 July 2022	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the	\$459,814.00	\$0.00	\$459,814.00 Paid

## ANNEXURE A

	Providers performance.			
<b>30 January 2023</b>	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Providers performance.	\$459,814.00	\$0.00	\$459,814.00
<b>30 July 2023</b>	Payment within 20 days of the execution of the Deed of Variation, or the Project Start Date, whichever is later.	\$480,014.00	\$0.00	\$480,014.00
<b>31 January 2024</b>	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Providers performance.	\$480,014.00	\$0.00	\$480,014.00
<b>30 July 2024</b>	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Providers performance.	\$480,014.00	\$0.00	\$480,014.00
<b>30 January 2025</b>	Submission of satisfactory Performance report by the Provider and the Commonwealth being satisfied with the Providers performance.	\$480,014.00	\$0.00	\$480,014.00
<b>Total Grant payable:</b>		<b>\$1,839,256.00</b> <b>\$3,762,512.00</b>	<b>\$0.00</b>	<b>\$1,839,256.00</b> <b>\$3,762,512.00</b>

## ANNEXURE A

**9. Bank account details**

9.1 The Provider's bank account for the purpose of clause 13 of the Head Agreement for this Project is:

Bank / institution name	ANZ Paterson Street Tennant Creek
BSB number	015-889
Account name	Barkly Regional Council
Account number	405913019

## ANNEXURE A

## 4-G3VOHJ6 - Youth, Sports and Recreation - Additional Conditions

The following additional conditions apply for this Project.

10. nil

The following additional conditions apply for this Project.

### 10. Budget

10.1 Unless otherwise approved by the Commonwealth in writing, the Provider must spend the Grant in accordance with the following budget:

Expenditure item	Fin Year 2021-22 Grant amount \$919,628.00 (GST exclusive)	Fin Year 2022-23 Grant amount \$919,628.00 (GST exclusive)	Fin Year 2023-24 Grant amount \$919,628.00 (GST exclusive)	Fin Year 2024-25 Grant amount \$919,628.00 (GST exclusive)
Salary and Wages - Normal	\$456,337.77	\$456,337.77	\$456,337.77 \$498,337.77	\$456,337.77 \$498,337.77
Salary and wages - Allowances	22,302.66	22,302.66	22,302.66	22,302.66
Annual Leave Expense	62,833.14	62,833.14	62,833.14	62,833.14
Long service Leave Expense	11,584.50	11,584.50	11,584.50	11,584.50
Superannuation	44,021.70	44,021.70	44,021.70	44,021.70
Workers Compensation Premiums	10,781.40	10,781.40	10,781.40	10,781.40
Payroll Reallocation	15,787.22	15,787.22	15,787.22	15,787.22
Contract Fees - Professional	60,000.00	60,000.00	60,000.00	60,000.00
/CT - Phone/Fax/Internet	4,640.00	4,640.00	4,640.00	4,640.00
/CT - Mobile/Modem Telephone	360.00	360.00	360.00	360.00
/CT - Satellite Phone	720.00	720.00	720.00	720.00
Materials Expenses - Food	19,903.60	19,903.60	19,903.60	19,903.60
Materials Expenses - Minor Equipment	13,200.00	13,200.00	13,200.00	13,200.00
Materials Expenses - Sundry	\$3,100.00	\$3,100.00	\$3,100.00	\$3,100.00
Plant and Equipment- Fuel and Lubricants	\$9,180.00	\$9,180.00	\$9,180.00	\$9,180.00

## ANNEXURE A

Plant and Equipment - Registration	\$1,560.00	\$1,560.00	\$1,560.00	\$1,560.00
Plant and Equipment- Servicing/Maintenance	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
Property - Cleaning	\$120.00	\$120.00	\$120.00	\$120.00
Property- Repairs and Maintenance	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00
Property - Electricity	\$15,255.20	\$15,255.20	\$15,255.20	\$15,255.20
Property - Gas	\$180.00	\$180.00	\$180.00	\$180.00
Property- Water and Sewerage	\$17,760.00	\$17,760.00	\$17,760.00	\$17,760.00
Property- Minor Equipment	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Property - Rental	\$45,480.00	\$45,480.00	\$45,480.00	\$45,480.00
Postage, Freight, Courier	\$7,812.00	\$7,812.00	\$7,812.00	\$7,812.00
Staff Expenses - Meals and Accommodation	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
Staff Expenses - Uniform/Protective Clothing	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00
Staff Expenses - Supervision	\$31,965.67	\$31,965.67	\$31,965.67	\$31,965.67
IC - Training and Development	\$21,843.14	\$21,843.14	\$21,843.14	\$21,843.14
<b>Total</b>	<b>\$919,628.00</b>	<b>\$919,628.00</b>	<b>\$919,628.00</b>	<b>\$919,628.00</b>
			<b>\$961,628.00</b>	<b>\$961,628.00</b>

- 10.2 The Provider may transfer amounts between categories of expenditure items within the budget which are less than 10% without seeking Commonwealth approval. The total amount of transfers in any financial year must not exceed 10% of the total value of Grant payments under the Project Agreement in that financial year. The Provider and the Commonwealth shall review the budget set out in item 10.1 annually on a date agreed by the parties. Any changes to the budget must be agreed in writing but without the requirement of a contract variation as set out in clause 139 "Variation" of the Head Agreement



## GENERAL BUSINESS

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<b>ITEM NUMBER</b>	16.5
<b>TITLE</b>	Draft Regional Plan 2023-2024
<b>REFERENCE</b>	380747
<b>AUTHOR</b>	Natasha (Tash) Adams, Media & Communications Officer

## RECOMMENDATION

### That Council

- a) **Endorse the Barkly Regional 2023-2024, and**
- b) **Release the Plan for public consultation in accordance with the Local Government Act.**

## SUMMARY:

Council is asked to endorse the 2023-2024 Regional Plan to go for public consultation.

## BACKGROUND

The Local Government Act requires each Council to have a Regional Plan. The Regional Plan must contain a service delivery plan (what the Council is going to do) and the Council budget. It must also include a longer-term financial plan.

The plan must be adopted by resolution by 30 June 2023. Before adoption, it must be approved as a draft, and made available to the public for comment. It must be made available to Local Authorities for comment.

The timetable is therefore:

- This meeting – approve a draft to give to the Local Authorities and public consultation.
- Ordinary Meeting 29 June – Council is required to consider submissions and make revisions to the Regional Council Plan, as appropriate, before finalising the plan – approve Regional Plan and set rates & charges for the BRC.

## ORGANISATIONAL RISK ASSESSMENT

It is a compliance breach if the Regional Council fails to go for public consultation.

## BUDGET IMPLICATION

The budget for the upcoming financial year must go for 21 days of public consultation, before it can be adopted by the council.

## ISSUE/OPTIONS/CONSEQUENCES

nil

## CONSULTATION & TIMING

Public consultation of 21 days prior to the next 29 June Council Meeting.

## ATTACHMENTS:

There are no attachments for this report.