Notice is given that the next Ordinary Council Meeting of Tiwi Islands Regional Council will be held on:

- Wednesday, 24 July 2019 at
- Wurrumiyanga Council Boardroom
- Commencing at 9:00 am

Your attendance at the meeting will be appreciated.

Valerie Rowland
Chief Executive Officer
AGENDA

1 WELCOME & APOLOGIES

1.1 Welcome
   1.1.1 Opening of Meeting
   1.1.2 CEO welcome to Councillors & guests
1.2 Apologies
1.3 Present
1.4 Leave of Absence
1.5 Declaration of Interest of Members or Staff

Section 73 of the Northern Territory Local Government Act states:

Section 73 Conflict of interest

(1) A member has a conflict of interest in a question arising for decision by the council, local board or council committee if the member or an associate of the member has a personal or financial interest in how the question is decided.

(2) This section does not apply if the interest is:

(a) an interest in a question about the level of allowances or expenses to be set for members; or

(b) an interest that the member or associate shares in common with the general public or a substantial section of the public; or

(c) an interest as an elector or ratepayer that the member or associate shares in common with other electors or ratepayers; or

(d) an interest that the member or an associate has in a non-profit body or association; or

(e) an interest of the member or an associate:
   (i) in appointment or nomination for appointment to a body with predominantly charitable objects; or
   (ii) in payment or reimbursement of membership fees, or expenses related to membership, in such a body; or

(f) an interest so remote or insignificant that it could not reasonably be regarded as likely to influence a decision.

Section 74 Disclosure of interest

(1) As soon as practicable after a member becomes aware of a conflict of interest in a question that has arisen or is about to arise before the council, local board or council committee, the member must disclose the personal or financial interest that gives rise to the conflict (the relevant interest):

(a) at a meeting of the council, local board or council committee; and
(b) to the CEO.

(2) The CEO must record the disclosure in a register of interests kept for the purpose.

Section 12 of the Northern Territory Local Government (Administration) Regulations states:

Section 12 Contents of register of interests

The register of interests to be kept under section 74(2) of the Act must contain:

(a) the name of the member making the disclosure; and
(b) the nature of the interest that gives rise to the conflict of interest; and
(c) the nature of the question on which the conflict of interest arises.

Does any Councillor of Senior Officer have any conflicts of interest to declare at this point of proceedings?

1.6 Confirmation of Previous Minutes

Ordinary Meeting - 19 June 2019 ................................................................. 1

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4 CORRESPONDENCE

Nil

5 GENERAL BUSINESS

Nil

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8 **CONFIDENTIAL ITEMS**

8.1 **CONFIRMATION OF CONFIDENTIAL ORDINARY COUNCIL MEETING MINUTES HELD ON 19 JUNE 2019**

*The report will be dealt with under Section 65(2) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information provided to the council on condition that it be keep confidential.*

8.2 **FUEL SUPPLY CONTRACT**

*The report will be dealt with under Section 65(2) (ci) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.*
1 Welcome & Apologies

1.1 Welcome

The meeting opened at 9:34 am.

At this point of the meeting a minute silence was held in respect of the recent passing in Bathurst Island (9:35 am).

The Mayor Leslie Tungatulum welcomed councillors, staff and guests.

1.2 Apologies

Accepted: Mary Dunn, Therese Bourke, Jennifer Clancy, Valerie Rowland and Jocelyn Nathanael-Walters.

Not Accepted: Nil

1 RESOLUTION

Moved: Lynette DeSantis
Seconded: Osmond Pangiraminni

That an apology be received and accepted for the non-attendance of Councillor Dunn, Councillor Bourke, Councillor Jennifer Clancy, Chief Executive Officer Valerie Rowland and guest Jocelyn Nathanael-Walters.

CARRIED

1.3 Present

Mayor: Leslie Tungatulum

Councillors: Deputy Mayor Lynette De Santis, Kevin Doolan, Wesley Kerinaiaua, Francisco Babui, Pius Tipungwuti, Osmond Pangiraminni and Connell Tipiloura (9:50am).

Officers: Shane Whitten (Chief Financial Officer), Chris Smith (GM Infrastructure), Bill Toy (GM Community Engagement), Bala Donepudi (Finance Manager), Maina Brown (Governance & Compliance Manager), David Astalosh (Grant and Policies Manager) and Sally Ullungura (Governance Support Officer).

Visitors: Hugh King and Rob Lee (DLGHCD), Josefa Tchong and Richard Underhill (DIPL), Belinda Davidson and Isabella Marovich – Tadic (Menzies).

Minuter: Maina Brown (Governance & Compliance Manager).
1.4 Leave of Absence
Nil

1.5 Declaration of Interest of Members or Staff
There were one declaration of interest.
Deputy Mayor Lynette De Santis – Item 6.8

1.6 Confirmation of Previous Minutes
Ordinary Meeting - 22 May 2019

2 RESOLUTION
Moved: Lynette DeSantis
Seconded: Kevin Doolan

That the minutes of the Ordinary Meeting held on 22 May 2019 as circulated, be confirmed as a true and correct record of that meeting.

CARRIED

2 VISITORS AND PRESENTATIONS

2.1 DRAFT LOCAL GOVERNMENT BILL
Department of Local Government, Housing and Community Development has contacted Council and has requested an opportunity to present to the Council about the draft Local Government Bill for members information.

RECOMMENDATION:
That Council receive and note this report number 226419 for information and welcomes Hugh King and Robert Lee from the Department of Local Government, Housing and Community Development and provide any feedback.

2.2 UPDATE FROM DEPARTMENT OF INFRASTRUCTURE, PLANNING AND LOGISTICS
A representative from the Department of Infrastructure, Planning and Logistics will be providing a short briefing to Council of the Tiwi Islands roads upgrade.

RECOMMENDATION:
That Council receive and notes this report for information and welcomes Josepfa Tchong and Richard Underhill from Department of Infrastructure, Planning and Logistics and listens to the short presentation.

2.3 PRESENTATION BY MENZIES - UPDATE ON ABORIGINAL BIRTH COHORT STUDY
The Menzies School of Health Research has contacted Council requesting an opportunity to present an update on aboriginal birth cohort study for members information.
3 RESOLUTION
Moved: Wesley Kerinaiua
Seconded: Pius Tipungwuti

1. That Council receive and notes this report number 226413 for information and welcomes Belinda Davison from Menzies School of Research and listens to the short presentation.

2. That Council writes a letter to support the work being carried out in the community for the past 30 years and to continue the importance of this study.

CARRIED

3 BUSINESS ARISING
Nil

4 CORRESPONDENCE
Nil

5 GENERAL BUSINESS

5.1 MILIKAPITI LOCAL AUTHORITY NEW PROJECT

4 RESOLUTION
Moved: Wesley Kerinaiua
Seconded: Francisco Babui

That Council approve for the new Milikapiti Local Authority project to proceed as per below table.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project ID</th>
<th>Upper limit amount</th>
<th>Action Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Management</td>
<td>MLA – 18/19-6</td>
<td>$15,000</td>
<td>Shire Services Manager Melville Island</td>
</tr>
</tbody>
</table>

CARRIED

6 REPORTS FOR DECISION

6.1 DRAFT TIRC ANNUAL PLAN AND BUDGET 2019/20

This report includes the TIRC Regional Council Plan & Budget 2019/20 which is being prepared for the financial year.

TIRC is required to develop a regional plan under the Local Government Act section 23.

5 RESOLUTION
Moved: Lynette DeSantis
Seconded: Osmond Pangiraminni

That Council:
1. Approves the Draft TIRC Regional Council Plan and Budget 2019/20; and

2. Approve CEO to publicly advertise the Draft Plan and Budget for public comment (21 days) via the council website and NT News.

CARRIED

6.2 2019/2020 FINANCIAL BUDGET 2019

This report is to provide Council members with an update on the draft Budget for the year ended 30 June 2020. The paper seeks to explain key items included in the Budget and requests approval for the Budget to be released for public consultation.

6 RESOLUTION

Moved: Francisco Babui
Seconded: Pius Tipungwuti

That Council receive this report and approve the release of the Budget for public consultation.

CARRIED

At this point of the meeting a lunch break was called at 12:10 pm.

The meeting recommenced at 12:53 pm.

6.3 REQUEST TO USE COUNCIL COMMON SEAL ON HOMELANDS HOUSING EXTRA ALLOWANCE AGREEMENT

The Council Common Seal is required to execute a funding agreement variation between TIRC and the NTG Department of Local Government and Community Develop regarding Homelands Extra Allowance payments NR10030A-HEA – Round 3.

7 RESOLUTION

Moved: Lynette DeSantis
Seconded: Kevin Doolan

That Council authorise the use of the Council Common Seal to execute the Homelands Housing Extra Allowance variation NR10030A-HEA.

CARRIED

6.4 PIRLANGIMPI SUBLEASES LOT 240 (A) AND COMMON SEAL APPLIED

OTL request to execute subleases to Council building in Pirlangimpi subject to 99 year lease and to apply common seal to each sublease.

8 RESOLUTION

Moved: Wesley Kerinaiua
Seconded: Osmond Pangiraminni

That Council execute the Pirlangimpi sublease Lot 240 (A) and apply the common seal to the four sets of documents.

CARRIED
6.5 REQUESTS FOR CONFIRMATION OF ABORIGINAL DESCENT - SHAE HENRY AND DIONDRE MOOKA

A requests for Confirmation of Aboriginal Descent have recently been received. This application can be placed before Council for confirmation.

9 RESOLUTION
Moved: Lynette DeSantis
Seconded: Wesley Kerinaiua

That Council approves and endorses the confirmation of Aboriginal and or Torres Strait Descent for Shae Henry approves for the Council Common Seal to be applied on the application. (Reference number 226398)

CARRIED

10 RESOLUTION
Moved: Kevin Doolan
Seconded: Connell Tipiloura

That Council approves and endorses the confirmation of Aboriginal and or Torres Strait Descent for Diondre Mooka approves for the Council Common Seal to be applied on the application. (Reference number 226398)

CARRIED

6.6 COUNCILBIZ - TIRC NOMINATED REPRESENTATIVES AND ALTERNATE PERSON

All Regional Councils are required seek approval from council for the nominated representative and the alternate must be appointed by a formal resolution of the Council.

11 RESOLUTION
Moved: Lynette DeSantis
Seconded: Francisco Babui

1. That the Tiwi Islands Regional Council’s Nominated Representative on CouncilBIZ is the CEO; and

2. That the Tiwi Islands Regional Council’s Alternative Nominated Representative on CouncilBIZ is the Deputy CEO.

CARRIED

6.7 NOMINATIONS FOR LGANT EXECUTIVE BOARD

Council received an email notice dated 20 May 2019 from LGANT advising of the call for nominations for election on the full LGANT Executive Board. These elections are to be held at the next LGANT Executive meeting 24 June 2019.

12 RESOLUTION
Moved: Wesley Kerinaiua
Seconded: Lynette DeSantis

That Council notes the correspondence from LGANT and nominates Leslie Tungatulum to the LGANT Executive Board, and that the nomination must be accompanied by a short biography.

CARRIED
6.8 **FINANCE END OF MONTH REPORT MAY 2019**
This report provided finance information to the Council for year to date May 2019 for decision.

13 RESOLUTION
Moved: Francisco Babui
Seconded: Osmond Pangiraminni

That Council notes this report and accepts the Finance Report for the reporting period ending 31 May 2019.

CARRIED

6.9 **MANAGERS REPORTING TO CEO END OF MONTH REPORTS FOR MAY 2019 TO EARLY JUNE 2019**
This report includes all Managers report who currently report direct to the CEO. It also reports on the CEO activities for the month.

14 RESOLUTION
Moved: Kevin Doolan
Seconded: Francisco Babui

That Council notes and agrees to report number 226399 for information.

CARRIED

6.10 **WARD UPDATE**
This report is to provide an opportunity to each Councillors from each ward to bring up matter for discussion and decision on issues in their ward/community.

15 RESOLUTION
Moved: Lynette DeSantis
Seconded: Wesley Kerinaiu

That Council receives and notes report number 226662 and provide any feedback for discussion and decision making.

CARRIED

7 **REPORTS FOR INFORMATION**

7.1 **INFRASTRUCTURE EOM REPORT - MAY 2019**
Infrastructure report to Council for the month of May 2019, covering town services in Wurrumiyanga, Pirlangimpi and Milikapiti, civil works, workshops, fleet, interisland ferry and outstations.

RECOMMENDATION:
That Council accept this report for information.

7.2 **CHIEF FINANCIAL OFFICER END OF MONTH REPORT - APRIL 2019**
This report is to provide Council members with an update on the activities of the broader finance team. It will cover several main areas being:
- Financial Position & Forecast
- Finance Department Capacity / Staffing
- Budget Year ended June 2020
- Year End Planning June 2019 (Including Interim Audit findings – Attachment 1)
- New Tech One Modules
- Grants and Policy Manager Report

**RECOMMENDATION:**

That Council notes this report number 226741 for information.

**7.3 SYDNEY UNIVERSITY SEMESTER ONE PRESENTATIONS JULY 2019**

This report updates Council on the upcoming visit by Sydney University students to the Tiwi Islands as part of the Memorandum of Understanding.

**RECOMMENDATION:**

That Council receive and note this report for information.

**7.4 COMMUNITY ENGAGEMENT END OF MONTH REPORT - MAY 2019**

This report illustrates the business within units including; Children's Services, Youth and Community, Sports – Recreation and Libraries, Community Safety, Centrelink, Broadcasting, and Administration.

**RECOMMENDATION:**

That Council receive and note this report number 226771 for information.

**7.5 COUNCILLORS MEETING ATTENDANCE REGISTER FROM JULY 2018 TO CURRENT**

As an ongoing record keeping requirement, members will be provided with an updated meeting attendance listing at the beginning of each meeting. Member’s attendance is based on the official minutes of each Local Authority, Ordinary and Special Council meetings.

**RECOMMENDATION:**

That the Council note the updated meeting attendance register from July 2018 to May 2019.

**7.6 DRAFT MINUTES - WURRUMIYANGA LOCAL AUTHORITY MEETING HELD ON 29 APRIL 2019 AND PIRLANGIMPI LOCAL AUTHORITY MEETING HELD ON 21 MAY 2019.**

Minutes of the Wurrumiyanga Local Authority meeting held on 29 April 2019 and Pirlangimpi Local Authority meeting held on 21 May 2019 for member’s information.

**RECOMMENDATION:**
That Council notes the draft minutes, Wurrumiyanga Local Authority meeting held on 29 April 2019 and Pirlangimpi Local Authority meeting held on 21 May 2019 for member’s information.

7.7  **DRAFT MINUTES - AUDIT AND RISK MANAGEMENT MEETING HELD ON 17 MAY 2019**

Minutes of the Audit and Risk Management meeting held on 17 May 2019 for member’s information.

**RECOMMENDATION:**

That Council notes the minutes of Risk Management meeting held on 17 May 2019 for information.

7.1 - 7.7  **REPORT FOR INFORMATION**

**16 RESOLUTION**

*Moved: Osmond Pangiraminni*
*Seconded: Francisco Babui*

That the Council received and notes report 7.1 to 7.7 for information.  

**CARRIED**

8  **Confidential Items**

2:28 pm

**17 RESOLUTION**

*Moved: Connell Tipiloura*
*Seconded: Kevin Doolan*

That pursuant to Section 65 (2) of the Local Government Act and Regulation 8 of the Local Government (Administration) Regulations the meeting be closed to the public to consider a Confidential matter.

**CARRIED**

At the conclusion of the discussion on the confidential item(s), the meeting was reopened and the decision on the item(s) noted.

**18 RESOLUTION**

*Moved: Lynette De Santis*
*Seconded: Francisco Babui*

That the meeting be reopened and the decisions on the confidential item be noted.  

**CARRIED**

**CONFIDENTIAL ITEM DECISIONS**
8.1 CONFIRMATION OF CONFIDENTIAL ORDINARY COUNCIL MEETING MINUTES HELD ON 22 MAY 2019

Confirmation of Confidential Ordinary Meeting Minutes held on 22 May 2019.

The report will be dealt with under Section 65(2) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information provided to the council on condition that it be keep confidential.

8.2 CEO CONTRACT PROVISIONS

This report requires Council to consider contract terms within the employment contract for the CEO.

The report will be dealt with under Section 65(2) (a) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. 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.

8.3 REVIEW OF ELECTORAL REPRESENTATION PROPOSED CHANGES TO THE PIRLANGIMPI AND BATHURST ISLAND WARDS

This report is put before Council for discussion and recommendation regarding the proposed changes to the Pirlangimpi and Bathurst Island wards as part of the review of the electoral representation. This report also includes a report received from the recommended consultant to be engaged for the review and its agreement outlining

The report will be dealt with under Section 65(2) (ci) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administrations) Regulation 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.

8.4 INTERIM AUDIT UPDATE - 2019

This report is to provide Council members with an update on the forthcoming financial audit by Merit Partners of Council’s 2018/2019 financial statements and annual report.

RECOMMENDATION:

This report will be dealt with under Section 65(2) (ciii) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulation 2008. It contains information that would, if publicly disclosed, be likely to prejudice the interests of council or some other person.

8.5 RATES

The Purpose of this report is to provide an update to the council on steps being undertaken for the recovery of outstanding rates from Tiwi Islands Training & Employment Board (TITEB).

The report will be dealt with under Section 65(2) (ci) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administrations) Regulation 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.
9  Next Meeting

Wednesday, 24 July 2019

10  Closure

The meeting closed at 3:20 pm.

These Minutes were confirmed at the Ordinary Meeting of the Council held on 24 July 2019.

Signed: ........................................

Mayor

9  NEXT MEETING

Wednesday, 21 August 2019

9  CLOSURE

Meeting closed at……..
VISITORS AND PRESENTATION

ITEM NUMBER 2.1
TITLE National Redress Scheme Presentation
REFERENCE 227355
AUTHOR Sally Ullungura, Acting Governance & Compliance Manager

Council received correspondence from Department of the Attorney-General and Justice regarding the National Redress Scheme – Local Council’s Participation.

BACKGROUND

Representatives from the Department of the Attorney-General and Justice will be in attendance to present a short briefing information and take any questions from members.

National Redness Scheme – Local Council Participation attachment will be tabled on the day of the meeting.

ISSUES/OPTIONS/CONSEQUENCES
Nil

CONSULTATION & TIMING
Nil

RECOMMENDATION:

That Council receive and note this report number 227355 for information and welcomes representatives from the Department of the Attorney-General and Justice and provide any feedback.

ATTACHMENTS:
BUSINESS ARISING

ITEM NUMBER 3.1
TITLE Business arising from previous minutes held on 19 June 2019
REFERENCE 227235
AUTHOR Sally Ullungura, Acting Governance & Compliance Manager

Business arising from previous minutes (Ordinary Council Meeting 19 June 2019).

BACKGROUND

This is the section of the meeting where any business arising from previous meetings is dealt with.

ISSUES/OPTIONS/CONSEQUENCES
Nil

CONSULTATION & TIMING
Nil

RECOMMENDATION:

That Council accepts these discussions and reports.

ATTACHMENTS:
1 2019-06-19 OCM Minutes Draft.pdf
MINUTES OF THE ORDINARY COUNCIL MEETING HELD IN THE MILIKAPITI COUNCIL BOARDROOM ON WEDNESDAY, 19 JUNE 2019 AT 9:00 AM

1 Welcome & Apologies

1.1 Welcome

The meeting opened at 9:34 am.

At this point of the meeting a minute silence was held in respect of the recent passing in Bathurst Island (9:35 am).

The Mayor Leslie Tungatulum welcomed councillors, staff and guests.

1.2 Apologies

Accepted: Mary Dunn, Therese Bourke, Jennifer Clancy, Valerie Rowland and Jocelyn Nathanael-Walters.

Not Accepted: Nil

1 RESOLUTION

Moved: Lynette DeSantis
Seconded: Osmond Pangiraminni

That an apology be received and accepted for the non-attendance of Councillor Dunn, Councillor Bourke, Councillor Jennifer Clancy, Chief Executive Officer Valerie Rowland and guest Jocelyn Nathanael-Walters.

CARRIED

1.3 Present

Mayor: Leslie Tungatulum

Councillors: Deputy Mayor Lynette De Santis, Kevin Doolan, Wesley Kerinaua, Francisco Babui, Pius Tipungwuti, Osmond Pangiraminni and Connell Tipiloura (9:50am).

Officers: Shane Whitten (Chief Financial Officer), Chris Smith (GM Infrastructure), Bill Toy (GM Community Engagement), Bala Donepudi (Finance Manager),Maina Brown (Governance & Compliance Manager), David Astaiosh (Grant and Policies Manager) and Sally Ullungura (Governance Support Officer).

Visitors: Hugh King and Rob Lee (DLGHCD), Josefa Tchong and Richard Underhill (DiPL), Belinda Davidson and Isabella Marovich – Tadic (Menzies).

Minuter: Maina Brown (Governance & Compliance Manager).
1.4 Leave of Absence
Nil

1.5 Declaration of Interest of Members or Staff
There were one declaration of interest.
Deputy Mayor Lynette De Santis – Item 6.8

1.6 Confirmation of Previous Minutes
Ordinary Meeting - 22 May 2019

2 RESOLUTION
Moved: Lynette DeSantis
Seconded: Kevin Doolan

That the minutes of the Ordinary Meeting held on 22 May 2019 as circulated, be confirmed as a true and correct record of that meeting. CARRIED

2 VISITORS AND PRESENTATIONS

2.1 DRAFT LOCAL GOVERNMENT BILL
Department of Local Government, Housing and Community Development has contacted Council and has requested an opportunity to present to the Council about the draft Local Government Bill for members information.

RECOMMENDATION:
That Council receive and note this report number 226419 for information and welcomes Hugh King and Robert Lee from the Department of Local Government, Housing and Community Development and provide any feedback.

2.2 UPDATE FROM DEPARTMENT OF INFRASTRUTURE, PLANNING AND LOGISTICS
A representative from the Department of Infrastructure, Planning and Logistics will be providing a short briefing to Council of the Tiwi Islands roads upgrade.

RECOMMENDATION:
That Council receive and notes this report for information and welcomes Josepfa Tchong and Richard Underhill from Department of Infrastructure, Planning and Logistics and listens to the short presentation.

2.3 PRESENTATION BY MENZIES - UPDATE ON ABORIGINAL BIRTH COHORT STUDY
The Menzies School of Health Research has contacted Council requesting an opportunity to present an update on aboriginal birth cohort study for members information.

3 RESOLUTION
Moved: Wesley Kerinaiua
Seconded: Pius Tipungwuti
1. That Council receive and notes this report number 226413 for information and
welcomes Belinda Davison from Menzies School of Research and listens to the
short presentation.

2. That Council writes a letter to support the work being carried out in the
community for the past 30 years and to continue the importance of this study.

CARRIED

3 BUSINESS ARISING

Nil

4 CORRESPONDENCE

Nil

5 GENERAL BUSINESS

5.1 MILIKAPITI LOCAL AUTHORITY NEW PROJECT

4 RESOLUTION
Moved: Wesley Kerinauia
Seconded: Francisco Babui

That Council approve for the new Milikapiti Local Authority project to proceed as per
below table.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project ID</th>
<th>Upper limit amount</th>
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<td>MLA – 18/19-6</td>
<td>$15,000</td>
<td>Shire Services Manager Melville Island</td>
</tr>
</tbody>
</table>

CARRIED

6 REPORTS FOR DECISION

6.1 DRAFT TIRC ANNUAL PLAN AND BUDGET 2019/20

This report includes the TIRC Regional Council Plan & Budget 2019/20 which is
being prepared for the financial year.

TIRC is required to develop a regional plan under the Local Government Act section
23.

5 RESOLUTION
Moved: Lynette DeSantis
Seconded: Osmond Pangiremmini

That Council:

1. Approves the Draft TIRC Regional Council Plan and Budget 2019/20; and

2. Approve CEO to publicly advertise the Draft Plan and Budget for public
comment (21 days) via the council website and NT News.
6.2 2019/2020 FINANCIAL BUDGET 2019
This report is to provide Council members with an update on the draft Budget for the year ended 30 June 2020. The paper seeks to explain key items included in the Budget and requests approval for the Budget to be released for public consultation.

6 RESOLUTION
Moved: Francisco Babui
Seconded: Pius Tipungwuti

That Council receive this report and approve the release of the Budget for public consultation.

CARRIED

At this point of the meeting a lunch break was called at 12:10 pm.

The meeting recommenced at 12:53 pm.

6.3 REQUEST TO USE COUNCIL COMMON SEAL ON HOMELANDS HOUSING EXTRA ALLOWANCE AGREEMENT
The Council Common Seal is required to execute a funding agreement variation between TIRC and the NTG Department of Local Government and Community Develop regarding Homelands Extra Allowance payments NR10030A-HEA – Round 3.

7 RESOLUTION
Moved: Lynette DeSantis
Seconded: Kevin Doolan

That Council authorise the use of the Council Common Seal to execute the Homelands Housing Extra Allowance variation NR10030A-HEA.

CARRIED

6.4 PIRLANGIMPI SUBLEASES LOT 240 (A) AND COMMON SEAL APPLIED
OTL request to execute subleases to Council building in Pirlangimpi subject to 99 year lease and to apply common seal to each sublease.

8 RESOLUTION
Moved: Wesley Kerinaiua
Seconded: Osmond Pangiraminni

That Council execute the Pirlangimpi sublease Lot 240 (A) and apply the common seal to the four sets of documents.

CARRIED

6.5 REQUESTS FOR CONFIRMATION OF ABORIGINAL DESCENT - SHAE HENRY AND DIONDRE MOOKA
A requests for Confirmation of Aboriginal Descent have recently been received. This application can be placed before Council for confirmation.

9 RESOLUTION
Moved: Lynette DeSantis
Seconded: Wesley Kerinalua

That Council approves and endorses the confirmation of Aboriginal and or Torres Strait Descent for Shae Henry approves for the Council Common Seal to be applied on the application. (Reference number 226398)

CARRIED

10 RESOLUTION
Moved: Kevin Doolan
Seconded: Connell Tipiloura

That Council approves and endorses the confirmation of Aboriginal and or Torres Strait Descent for Dondre Mooka approves for the Council Common Seal to be applied on the application. (Reference number 226398)

CARRIED

6.6 COUNCILBIZ - TIRC NOMINATED REPRESENTATIVES AND ALTERNATE PERSON

All Regional Councils are required seek approval from council for the nominated representative and the alternate must be appointed by a formal resolution of the Council.

11 RESOLUTION
Moved: Lynette DeSantis
Seconded: Francisco Babui

1. That the Tiwi Islands Regional Council's Nominated Representative on CouncilBIZ is the CEO; and

2. That the Tiwi Islands Regional Council's Alternative Nominated Representative on CouncilBIZ is the Deputy CEO.

CARRIED

6.7 NOMINATIONS FOR LGANT EXECUTIVE BOARD

Council received an email notice dated 20 May 2019 from LGANT advising of the call for nominations for election on the full LGANT Executive Board. These elections are to be held at the next LGANT Executive meeting 24 June 2019.

12 RESOLUTION
Moved: Wesley Kerinalua
Seconded: Lynette DeSantis

That Council notes the correspondence from LGANT and nominates Leslie Tungatulum to the LGANT Executive Board, and that the nomination must be accompanied by a short biography.

CARRIED

6.8 FINANCE END OF MONTH REPORT MAY 2019

This report provided finance information to the Council for year to date May 2019 for decision.

13 RESOLUTION
Moved: Francisco Babui
Seconded: Osmond Pangiraminni
That Council notes this report and accepts the Finance Report for the reporting period ending 31 May 2019.

CARRIED

6.9 MANAGERS REPORTING TO CEO END OF MONTH REPORTS FOR MAY 2019 TO EARLY JUNE 2019

This report includes all Managers report who currently report direct to the CEO. It also reports on the CEO activities for the month.

14 RESOLUTION
Moved: Kevin Doolan
Seconded: Francisco Babui

That Council notes and agrees to report number 226399 for information.

CARRIED

6.10 WARD UPDATE

This report is to provide an opportunity to each Councillors from each ward to bring up matter for discussion and decision on issues in their ward/community.

15 RESOLUTION
Moved: Lynette DeSantis
Seconded: Wesley Kerinaiu

That Council receives and notes report number 226662 and provide any feedback for discussion and decision making.

CARRIED

7 REPORTS FOR INFORMATION

7.1 INFRASTRUCTURE EOM REPORT - MAY 2019

Infrastructure report to Council for the month of May 2019, covering town services in Wurrumiyanga, Pirlangimpi and Milikapiti, civil works, workshops, fleet, interisland ferry and outstations.

RECOMMENDATION:

That Council accept this report for information.

7.2 CHIEF FINANCIAL OFFICER END OF MONTH REPORT - APRIL 2019

This report is to provide Council members with an update on the activities of the broader finance team. It will cover several main areas being:

- Financial Position & Forecast
- Finance Department Capacity / Staffing
- Budget Year ended June 2020
- Year End Planning June 2019 (Including Interim Audit findings – Attachment 1)
- New Tech One Modules
- Grants and Policy Manager Report

RECOMMENDATION:
That Council notes this report number 226741 for information.

7.3 SYDNEY UNIVERSITY SEMESTER ONE PRESENTATIONS JULY 2019
This report updates Council on the upcoming visit by Sydney University students to the Tiwi Islands as part of the Memorandum of Understanding.

RECOMMENDATION:
That Council receive and note this report for information.

7.4 COMMUNITY ENGAGEMENT END OF MONTH REPORT - MAY 2019
This report illustrates the business within units including; Children’s Services, Youth and Community, Sports – Recreation and Libraries, Community Safety, Centrelink, Broadcasting, and Administration.

RECOMMENDATION:
That Council receive and note this report number 226771 for information.

7.5 COUNCILLORS MEETING ATTENDANCE REGISTER FROM JULY 2018 TO CURRENT
As an ongoing record keeping requirement, members will be provided with an updated meeting attendance listing at the beginning of each meeting. Member’s attendance is based on the official minutes of each Local Authority, Ordinary and Special Council meetings.

RECOMMENDATION:
That the Council note the updated meeting attendance register from July 2018 to May 2019.

7.6 DRAFT MINUTES - WURRUMIYANGA LOCAL AUTHORITY MEETING HELD ON 29 APRIL 2019 AND PIRLANGIMPI LOCAL AUTHORITY MEETING HELD ON 21 MAY 2019.
Minutes of the Wurrumiyanga Local Authority meeting held on 29 April 2019 and Pirlangimpi Local Authority meeting held on 21 May 2019 for member’s information.

RECOMMENDATION:
That Council notes the draft minutes, Wurrumiyanga Local Authority meeting held on 29 April 2019 and Pirlangimpi Local Authority meeting held on 21 May 2019 for member’s information.

7.7 DRAFT MINUTES - AUDIT AND RISK MANAGEMENT MEETING HELD ON 17 MAY 2019
Minutes of the Audit and Risk Management meeting held on 17 May 2019 for member’s information.

RECOMMENDATION:
That Council notes the minutes of Risk Management meeting held on 17 May 2019 for information.

7.1 - 7.7 REPORT FOR INFORMATION

16 RESOLUTION
Moved: Osmond Pangiraminni
Seconded: Francisco Babui

That the Council received and notes report 7.1 to 7.7 for information. CARRIED

8 Confidential Items
2:28 pm

17 RESOLUTION
Moved: Connell Tipiloura
Seconded: Kevin Doolan

That pursuant to Section 65 (2) of the Local Government Act and Regulation 8 of the Local Government (Administration) Regulations the meeting be closed to the public to consider a Confidential matter.

CARRIED

At the conclusion of the discussion on the confidential item(s), the meeting was reopened and the decision on the item(s) noted.

18 RESOLUTION
Moved: Lynette De Santis
Seconded: Francisco Babui

That the meeting be reopened and the decisions on the confidential item be noted.

CARRIED

CONFIDENTIAL ITEM DECISIONS

8.1 CONFIRMATION OF CONFIDENTIAL ORDINARY COUNCIL MEETING MINUTES HELD ON 22 MAY 2019

Confirmation of Confidential Ordinary Meeting Minutes held on 22 May 2019.

The report will be dealt with under Section 65(2) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information provided to the council on condition that it be kept confidential.

8.2 CEO CONTRACT PROVISIONS

This report requires Council to consider contract terms within the employment contract for the CEO.
8.3 REVIEW OF ELECTORAL REPRESENTATION PROPOSED CHANGES TO THE PIRLANGIMPI AND BATHURST ISLAND WARDS

This report is put before Council for discussion and recommendation regarding the proposed changes to the Pirlangimpi and Bathurst Island wards as part of the review of the electoral representation. This report also includes a report received from the recommended consultant to be engaged for the review and its agreement outlining

8.4 INTERIM AUDIT UPDATE - 2019

This report is to provide Council members with an update on the forthcoming financial audit by Merii Partners of Council’s 2018/2019 financial statements and annual report.

RECOMMENDATION: This report will be dealt with under Section 65(2) (ci) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administrations) Regulation 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.

8.5 RATES

The purpose of this report is to provide an update to the council on steps being undertaken for the recovery of outstanding rates from Tiwi Islands Training & Employment Board (TITEB).

These Minutes were confirmed at the Ordinary Meeting of the Council held on 24 July 2019.

Signed: .................................

Minutes of the ORDINARY COUNCIL MEETING held on WEDNESDAY, 19 JUNE 2019 (Unconfirmed)  Page 9 of 10
Mayor
REPORTS FOR DECISION

ITEM NUMBER 6.1
TITLE Adoption of the TIRC Regional Plan & Budget 2019/20
REFERENCE 227229
AUTHOR Valerie Rowland, Chief Executive Officer

This report presents the 2019/20 Regional Council Plan and Budget to the Council for decision.

BACKGROUND

Attached to this report is the 2019/20 Council Plan & Budget for consideration by the Council.

Following the 19 June 2019 Ordinary Council Meeting, the draft plan and budget were advertised in the NT News on 22 July 2019 and available on the council website for public consultation for 21 days. The 21 day public consultation period ended on 12 July 2019.

The plan has been updated to include feedback received during the public consultation.

In accordance with sections 127 & 128 of the Local Government Act, Council must adopt its budget for that particular financial year on or before the 31st July of that year.

The Regional Plan and Budget outlines Council’s priorities for the next financial year. It explains current functions, evaluates the operational arrangements and commits to service delivery levels for the next 12 months.

This year’s plan provides establishes common goals and objectives throughout TIRC to standardise reporting and improve transparency. The new format provides clear information relating directly to each of our program areas that will be useful for councillors, staff, the department and the community.

Attached to this report are the following finance document.

1. 2019/20 Annual Budget by Directorate
2. 2019/20 Annual Budget by Local Authority
3. 2019/20 Annual Budget by Account Category
4. 2019/20 Budget Pie Charts

Hard copies of the Regional Plan and Budget 2019/20 will be tabled on the day of the meeting.

ISSUES/OPTIONS/CONSEQUENCES

The Council must adopt regional plan and a budget.

The budget attached is in accordance with the following:
- Local Government Act Part 10.5 sections 127 and 128;
- Local Government (Accounting) Regulations

The Local Government Act requires all Councils to submit a Plan and budget for the next financial year.
CONSULTATION & TIMING

Reports were tabled at each local authority addressing TIRC Service Deliveries and their priorities for each directorates.

Pirlangimpi Local Authority – will be tabled at the next PLA meeting
Milikapiti Local Authority – 26 March 2019
Wurrumiyanga Local Authority – 29 April 2019

The initial draft of the plan was tabled at the Council meeting on 19 June 2019. Discussion of the first draft included feedback from Councillors and TIRC Managers. That session has been very useful in compiling the plan has been included in the development of this draft. The draft plan was also presented to the Audit and Risk Committee on 3 June 2018 for consideration and feedback.

Approval to advertise was granted by the Council on 19 June 2019 with the document being available for public comment on 22 July as per the requirements of the Local Government Act.

Council will submit the Regional Plan following the below process with key dates indicated below:

3 June 2019 – review by Audit & Risk Management Committee
19 June 2019 – submitted to Council for approval to advertise
22 June 2019 – advertised for comment (21 days) via website and NT News
12 July 2019 – Public comments closed
24 July 2019 – final version Plan & Budget presented to Council for approval
31 July 2019 – submission to NTG, publish on website and NT News

RECOMMENDATION:

That Council:

1. Adopts the 2019/20 Regional Plan.

2. Approves the 2019/20 Budget.

ATTACHMENTS:

1 Profit and Loss by Directorate Budget Year 2019.2020.pdf
2 Profit and Loss by Local Authority Budget Year 2019.2020.pdf
3 Profit and Loss by Account Category Budget Year 2019.2020.pdf
4 Profit and Loss Budget 19-20 as at 31.05.2019 Pie charts.pdf
<table>
<thead>
<tr>
<th>Description</th>
<th>Profit and Loss by Directorate Budget Year 2019-2020.pdf</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Surplus/Deficit by Funding Type</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>Direct</strong></td>
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<tr>
<td></td>
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<tr>
<td><strong>T&amp;D</strong></td>
<td>1,150,625</td>
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<td>3,478,441</td>
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<td>2,049,441</td>
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<td>721,261</td>
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<tr>
<td><strong>E&amp;O</strong></td>
<td>1,150,625</td>
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<td>3,478,441</td>
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<td></td>
<td>721,261</td>
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</tbody>
</table>

**Notes:**
- All values are in thousands.
- **T&D** stands for Total Directly Funded.
- **E&O** stands for Expenditure and Other.

**Revenue**
- 1. Income Earned and Others
- 2. Income from Government Grants and Subsidies
- 3. Income from Other Sources

**Expenditure**
- 1. Employee Benefits
- 2. Operating Costs
- 3. Capital Expenditure
- 4. Depreciation

**Allocation**
- 1. Allocated Income
- 2. Allocated Expenditure

**Net Surplus (Deficit)**
- 1. Net Surplus (Deficit) for the Year Ended 30 June 2020

**Net Cash Surplus (Deficit)**
- 1. Net Cash Surplus (Deficit)
<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>72. Salaries &amp; Wages</td>
<td>12,145,889</td>
<td>1,151,061</td>
<td>779,820</td>
<td>905,863</td>
<td>946,657</td>
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</tr>
<tr>
<td>73. Rent</td>
<td>12,145,889</td>
<td>1,151,061</td>
<td>779,820</td>
<td>905,863</td>
<td>946,657</td>
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<tr>
<td>77. Contingent Expenses</td>
<td>12,145,889</td>
<td>1,151,061</td>
<td>779,820</td>
<td>905,863</td>
<td>946,657</td>
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</tr>
<tr>
<td>79. Miscellaneous Expenses</td>
<td>12,145,889</td>
<td>1,151,061</td>
<td>779,820</td>
<td>905,863</td>
<td>946,657</td>
<td></td>
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</tr>
</tbody>
</table>
# Profit and Loss by Account Category

For the year ended 30 June 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
</tr>
<tr>
<td>61 - Income Rates and Charges</td>
<td>2,328,300</td>
</tr>
<tr>
<td>62 - Income Council Fees and Charges</td>
<td>1,296,284</td>
</tr>
<tr>
<td>63 - Income Operating Grants Subsidies</td>
<td>7,770,897</td>
</tr>
<tr>
<td>64 - Income Investments</td>
<td>36,000</td>
</tr>
<tr>
<td>66 - Income Reimbursements and Others</td>
<td>1,000</td>
</tr>
<tr>
<td>67 - Income Agency and Commercial Services</td>
<td>1,312,609</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>12,745,089</td>
</tr>
<tr>
<td><strong>Expenditure</strong></td>
<td>16,339,149</td>
</tr>
<tr>
<td>71 - Employee Expenses</td>
<td>8,551,949</td>
</tr>
<tr>
<td>72 - Contract and Material Expenses</td>
<td>3,010,849</td>
</tr>
<tr>
<td>73 - Finance Expenses</td>
<td>6,280</td>
</tr>
<tr>
<td>74 - Communication Expenses</td>
<td>391,204</td>
</tr>
<tr>
<td>75 - Asset Expense</td>
<td>2,048,741</td>
</tr>
<tr>
<td>79 - Miscellaneous Expenses</td>
<td>2,320,126</td>
</tr>
<tr>
<td><strong>Total Expenditure</strong></td>
<td>16,339,149</td>
</tr>
<tr>
<td><strong>Net Surplus/(Deficit)</strong></td>
<td>3,594,060</td>
</tr>
<tr>
<td><strong>Allocations</strong></td>
<td>6,151,873</td>
</tr>
<tr>
<td>9x - Allocation Income</td>
<td>6,151,873</td>
</tr>
<tr>
<td><strong>Capital Expense</strong></td>
<td>100,000</td>
</tr>
<tr>
<td>33 - WIP Assets</td>
<td>100,000</td>
</tr>
<tr>
<td><strong>Add Back Depreciation</strong></td>
<td>2,048,741</td>
</tr>
<tr>
<td>75 - Asset Expense</td>
<td>2,048,741</td>
</tr>
<tr>
<td><strong>Net Cash Surplus/(Deficit)</strong></td>
<td>1,645,319</td>
</tr>
<tr>
<td><strong>Total Surplus/(Deficit)</strong></td>
<td>9,726</td>
</tr>
</tbody>
</table>

## Total Surplus/(Deficit) by Funding Type

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIED</td>
<td>57,827</td>
</tr>
<tr>
<td>UNTIED</td>
<td>67,553</td>
</tr>
</tbody>
</table>
REPORTS FOR DECISION

ITEM NUMBER 6.2
TITLE Rates Certificate in Terms of Regulation 24(1) of the Local Government Accounting Regulations.
REFERENCE 227248
AUTHOR Bala Donepudi, Finance Manager

This report is for Council to receive and note the certificate in terms of Regulation 24(1) of the Local Government (Accounting) Regulations.

BACKGROUND

It is a requirement of the Local Government (Accounting) Regulations for the Chief Executive Officer to certify that the assessment record is a comprehensive record of all rateable land within the Council area. This certificate must be undertaken before Council approves the budget.

GENERAL

It should be noted that the Chief Executive Officer has signed this certificate before this meeting and evidence of this will be tabled with Council on the day of the meeting.

RECOMMENDATION:


2. That Council endorse Attachment A – Rates Certificate signed by the Chief Executive Officer.

ATTACHMENTS:

1 Certificate in Terms of Regulation 24(1) of the Local Government (Accounting) Regulations.pdf
Certificate in Terms of Regulation 24 (1) of the Local Government (Accounting) Regulations

This is to certify that assessments numbered 600000 to 601,156 declared pursuant to Sections 155-157 of the Local Government Act are recorded in the assessment record and to the best of my knowledge, information and belief the assessment record is a comprehensive record of all rateable land within the Tiwi Islands Regional Council.

Signed

Chief Executive Officer

Dated at Wurrumiyanga, Tiwi Islands this Day of June 2019

Section 24 of the Local Government (Accounting) Regulations states that the above certification must be made before a Council adopts its budget.
REPORTS FOR DECISION

ITEM NUMBER 6.3
TITLE Disposal of Vehicle
REFERENCE 227335
AUTHOR Chris Smith, General Manager Infrastructure

SUMMARY
Council has a number of vehicles which are either too costly to repair or not worth repairing. All can be disposed through an online auction service. The auction will return much needed finances to fleet and can be used to either repair existing fleet or purchase new vehicles.

BACKGROUND
Following is a description and photo of each vehicle with a reason for disposal.

CA 62 CG – Isuzu Garbage compactor – Milikapiti
- Truck has blown engine and is beyond economical repair
- Cost of second hand engine ($5000 approx) is more than trucks value -Milikapiti now has a functioning Garbage truck
- Recommend sale by online auction
CB 33 OK – Mitsubishi Garbage Truck
-Truck requires new fuel pump, major rust repairs and is beyond economical repair
-Wurrumiyanga now has a new garbage truck
-Cost of freight and repairs ($8000 approx) would be more than the trucks value
-Recommend sale by online auction

TIWI 26 – TOYOTA HILUX 4X4
-Require new engine and significant front end body repair ($12-14,000 approx)
-Vehicle has cracks in subframe which require specialised panel work
-Recommend sale by online auction
Tiwi 07 – Ford Falcon Hearse
-Not running and has significant rust and is beyond economical repair
-Estimated repair cost with freight $6000.00
-Recommend sale by online auction

CA62DA – International ACCO flatbed truck
-Has excessive rust and is not roadworthy. Beyond economical repair.
-Truck repairs and freight would exceed $25,000.00
SV3870 – Ingersolland pad foot roller
- Requires major repairs and is beyond economical repair
- Cost of transport, freight and repairs exceed $20,000.00
- Recommend sale by online auction

CB49NY - GT Moto quad bike
- Beyond economical repair
- Has not run for 2 years
- Price of repairs would equal price of new quadbike
**TIWI 27 – FORD TRANSIT FLATBED**
- Requires new engine
- Cost of new engine is approx. $14,500.00
- Beyond economical repair and recommend sale by online auction

**CA62CZ – MITSUBISHI FIGHTER FK600**
- Requires new gearbox ($4 - $6000)
- Has not run in 2 years
- Parts were used to get old rubbish truck working
- Beyond economical repair
CA 44 UO - Iveco Powerstar primemover
- Has not run for 2 years
- Requires major repairs and requires being sent to Darwin.
- Estimated costs are close to value of truck $25,000.00.

ISSUES/OPTIONS/CONSEQUENCES
Nil

CONSULTATION & TIMING
Nil

RECOMMENDATION:

That Council approve the disposal of the below listed vehicles.

1. CA 62 CG – Isuzu Garbage compactor – Milikapiti
2. CB 33 OK – Mitsubishi Garbage Truck
3. TIWI 26 – TOYOTA HILUX 4X4
4. Tiwi 07 – Ford Falcon Hearse
5. CA62DA – International ACCO flatbed truck
6. SV3870 – Ingersolland pad foot roller
7. CB49NY - GT Moto quad bike
8. TIWI 27 – FORD TRANSIT FLATBED
9. CA62CZ – MITSUBISHI FIGHTER FK600
10. CA 44 UO - Iveco Powerstar primemover

Reference number 227335.

ATTACHMENTS:
There are no attachments for this report.
A recent application has been received to appoint a new ordinary member to fill one of the vacancies on the Pirlangimpi Local Authority. Following the WLA meeting held on Tuesday 23 July 2019, members have recommended and Council is being asked to appoint a representative to the Pirlangimpi Local Authority as an ordinary member for Wurankuwu.

BACKGROUND

Council has been actively advertising to fill three vacancies over the last few months and we are pleased to now have a nomination for the Wurankuwu vacancy.

We are currently calling for nominations for the Takaringuwi and Non skin groups and again notices will be placed around the community for 28 days as per ministerial guideline 8.

Members are asked to review this nomination and appoint …………………………… to fill the Wurankuwu vacancy position on the Wurrumiyanga Local Authority.

ISSUES/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

RECOMMENDATION:

That Council accepts the nomination of ………………………………… representing the Wurankuwu vacancy and appoints him as an ordinary member of the Wurrumiyanga Local Authority.
This report is to provide an opportunity for Councillors to consider attending the National Indigenous Employment Summit in Cairns from the 3 to the 5 September 2019 as part of their professional development.

BACKGROUND
From the 3 to 5 September, the National Indigenous Empowerment Summit is being held in Cairns, Queensland. The Summit will consist of three separate forums:

Indigenous Education Forum
- Effectively engage Indigenous students in the classroom
- Improve student attendance rates through increased engagement
- Foster Indigenous identity within the classroom
- Develop culturally based teaching methods
- Build stronger connections between Indigenous families, communities and schools

Indigenous Employment Forum
- Support Aboriginal and Torres Strait Islander young people into employment
- Create sustainable pathways into employment
- Attract, recruit and retain Aboriginal and Torres Strait Islander employees
- Develop an inclusive work environment that celebrates Indigenous cultures

Indigenous Economic Development Forum
- Connect community development with employment outcomes
- Create economically sustainable and thriving communities
- Develop collaborative partnerships
- Support Indigenous businesses to be financially sustainable and viable

Councillors have access to $3734.50 in professional development per year. As indicated below the approximate costs for attendance at the conference (including flights, accommodation and travel allowance) is $3,765.25.

Approximate Costing
- Attendance at the conference $1,999 (booked prior to 19 July)
- Flights Tiwi Islands to Darwin $375
- Flights Darwin to Cairns (Depart 2 September, Return 6 September) $330
- Accommodation (4 nights Hilton, Cairns (Conference location) $636
- Travel Allowance $425.25
- Total approximate cost $3,765.25

ISSUES/OPTIONS/CONSEQUENCES
Nil

CONSULTATION & TIMING
- 14 July 2019 – consideration given to attending conference
- 19 July 2019 – attendees are confirmed
- 2 September - travel to Cairns for Conference
- 3 to 5 September – attendance at Conference
Ordinary Meeting

24 July 2019

- 39 -

• 6 September - return to Tiwi Islands

RECOMMENDATION:

That Council reviews the attached program for the conference and considers attendance as part of their professional development.

ATTACHMENTS:
1 National Indigenous Empowerment Forum.pdf
Attend the most comprehensive Indigenous Summit focusing on: 3 events, one gathering.

Welcome Letter

Dear Delegates,


The forum provides a platform for indigenous communities and schools to develop mutually beneficial partnerships that support indigenous business and create economically sustainable and thriving communities.

- Develop a mutually beneficial partnership between indigenous communities and schools.
- Build stronger connections between classroom and the workplace.
- Foster indigenous identity within the school environment.
- Improve student attendance rates through the classroom.
- Set the conditions for a strong future.

The forum is an opportunity to connect with key thought leaders across a range of sectors to share new ideas and experiences. We are thrilled to host an exciting program for this year’s Indigenous Economic Development Summit at the Hilton Carlsbad.

We look forward to seeing you all.

Best regards,

Director, National Indigenous Empowerment Forum.


3rd National Indigenous Empowerment Summit.

3 - 5 September 2019 | Hilton Carlsbad
Attachment 1

Page 50

Economic Development Forum

Post Conference Workshops Day Three - Thursday 5th September 2019

Closing remarks from the chair and end of conference Day Two

Closing remarks from the chair and end of conference Day Two

Toriy City Council - Whanganui Council

Finance on the frontier in gas and oil communities.

Finance on the frontier in gas and oil communities.

Closing remarks from the chair and end of conference Day Two

Closing remarks from the chair and end of conference Day Two

Toriy City Council - Whanganui Council

Finance on the frontier in gas and oil communities.

Finance on the frontier in gas and oil communities.

Closing remarks from the chair and end of conference Day Two

Closing remarks from the chair and end of conference Day Two

Toriy City Council - Whanganui Council

Finance on the frontier in gas and oil communities.

Finance on the frontier in gas and oil communities.

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Closing remarks from the chair and end of conference Day Two

Toriy City Council - Whanganui Council

Finance on the frontier in gas and oil communities.

Finance on the frontier in gas and oil communities.
## 5 Easy Ways to Register

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Position</th>
<th>Company</th>
<th>Email</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>John</td>
<td>Doe</td>
<td>Manager</td>
<td>Example Corp</td>
<td><a href="mailto:john@example.com">john@example.com</a></td>
<td>123 Main St, Anytown, USA</td>
<td>123-456-7890</td>
<td></td>
<td>Anytown</td>
<td></td>
<td>12345</td>
</tr>
</tbody>
</table>

## Conference Agenda

### Pre-conference Workshops
- Regional Development Strategies
- Indigenous Leadership in Agriculture
- Sustainable Tourism Practices

### Conference Panels
- Case Studies of Successful Indigenous Businesses
- Challenges and Opportunities in Renewable Energy
- Cultural Competence in the Workplace

### Networking Opportunities
- Speed Networking Sessions
- Group Discussions
- Informal Gatherings

## Registration Fee

- **Early Bird Discount**
  - Standard: $999.00
  - Suite: $1999.00
- **Regular**
  - Standard: $1299.00
  - Suite: $2499.00
- **Late Registration**
  - Standard: $1599.00
  - Suite: $2799.00

### Hotel Information
- Accommodations
- Travel Information
- Transportation Options

## Important Dates

- **Early Bird Discount Ends:** June 15, 2023
- Registration Open:** Now
- **Conference Dates:** August 3-5, 2023
- **Location:** Hilton Cairns, 3-5 September 2023

---

**NIEF**

**National Indigenous Empowerment Forum**

**Empowerment Summit**

---

**T&AN**

**Tribal & Aboriginal Nations**

---

**Chains of Economic Development, Employment, Education**

---

**Attendees Interested to Attend**

---

**Venue**

---

**Attachment 1**

---

**Page 51**
This report seeks council approval of the Memorandum of Understanding (MOU) between TIRC and Wurrumiyanga Local Area Command (LAC) – and TIRC and Pirlangimpi LAC.

BACKGROUND
Developing MOUs with relevant island based organisations is a requirement of our funding agree for the Community Safety program. Prime Minister and Cabinet has requested we establish an MOU with police on both islands.

The MOUs between TIRC and Wurrumiyanga LAC and TIRC and Pirlangimpi LAC distinguishes roles between night patrollers and local police.

The MOUs outline the need for close communication and cooperation between police and night patrollers to ensure community safety.

All parties recognize that they already work closely and the MOUs formalize the relationship between our organisations.

ISSUES/OPTIONS/CONSEQUENCES
The MOUs are not intended to provide a basis of legal rights or powers in the patrol. They are guided by core principles such as the right for everyone to be safe in the community.

Review of the MOUs will be conducted at the commencement of each new Night Patrol Funding agreement and midway through the agreement.

CONSULTATION & TIMING
Wurrumiyanga LAC has received the MOU and have not yet signed. As such, we are submitting to council at the first instance for approval and signing and will then return to Wurrumiyanga LAC for signing.

The Pirlangimpi MOU has been reviewed and signed by Pirlangimpi LAC.

RECOMMENDATION:

1. That Council approves the MOU between TIRC and Wurrumiyanga LAC by endorsing the Mayor and CEO to sign on behalf of council so it can be sent back to police to sign.

2. That Council approves the MOU between TIRC and Pirlangimpi LAC by endorsing the Mayor and CEO to sign on behalf on council.

ATTACHMENTS:
1. TIRC MOU Night Patrol Wurrumiyanga .pdf
2. TIRC MOU Night Patrol Pirlangimpi .pdf
MEMORANDUM OF UNDERSTANDING

ON

PRACTICES AND PROCEDURES

BETWEEN

Tiwi Islands Regional Council

AND

NT Police – Wurrumiyanga LAC
Community Night Patrol Memorandum of Understanding – Local agreement

This Memorandum of Understanding is agreed on ___________ 2019

BETWEEN

Northern Territory Police – Wurrumiyanga LAC

And the

Tiwi Islands Regional Council

Summary

A. This document provides that the parties agree to use their best
   endeavours to work together to cultivate a safer community.

B. The intent of this document is not to be restrictive, but to be adaptable
   and flexible to meet the expectations of the community and the policing
   requirements in the region. The MOU also seeks to ensure any
   existing and future arrangements between Police and Tiwi Islands
   Regional Council (TIRC) Night Patrol Services are entered into in good
   faith and in the best interests of the community. The success of this
   cooperative arrangement is dependant on mutual respect, trust,
   understanding and good communications between each other.

C. The document is not intended to provide a basis for legal rights or
   powers in the patrol and must not be construed as giving any such
   rights or powers.

D. An MOU is in place between the Northern Territory Police and the
   Commonwealth Department of Prime Minister and Cabinet. Part of that
   arrangement and the funding agreement with TIRC is for a MOU to be
   signed between TIRC and the local area command. Both parties
Community Night Patrol Memorandum of Understanding – Local agreement

recognise that we already work closely together and this document, to some extent, formalises the relationship.

INTRODUCTION

As an outcome of the Northern Territory National Emergency Response in 2007, extra funding was provided to Shires and various Service Providers to assist established Night Patrols, and to further establish Night Patrols in identified communities throughout the Northern Territory. As a result of this ongoing funding arrangement patrols are to develop partnership arrangements with other service providers in their communities. Underpinning these arrangements is the need for a more collaborative, coordinated and participative approach to community safety.

This agreement defines the way that the Northern Territory Police and TIRC Night Patrol Services work in partnership together and nominates what services can be provided. The agreement is provided as an overview and guidance to ensure consistency and cooperation between Police operations and TIRC Night Patrol Services. It also allows for other agencies to enter into local agreements with Night Patrol and Police for the provision of services to increase community safety.

It is recognised that, by resolving disputes through early intervention strategies, the destructive cycle of alcohol fuelled "payback", anger, guilt, misunderstanding and frustration can be short circuited. There is also evidence that a Night Patrol operating in the community can substantially reduce crime. Night Patrol Services provide a safe, culturally sensitive service that includes transportation, diversion from contact within the criminal justice system and intervention to prevent disorder in communities.
Community Night Patrol Memorandum of Understanding – Local agreement

The role of the Night Patrol Service revolves around the following guiding principles:

1. All individuals have the right to be safe in the community; and
2. The community has a responsibility to work together to assist in the prevention of anti-social and unlawful behaviours.

It is to be stressed that the role of the Night Patrol is not simply to assist in the removal of intoxicated people from public areas, but to assist in the resolution of problems as they occur within the Wurrumiyanga Community. Night Patrol Services may operate differently between communities as each community has its own unique issues and characteristics.

PRINCIPLES

1. Police and patrollers will work together to keep people safe;

2. Patrollers have no power to stop, question, detain, search or arrest people;

3. Patrollers may request people to voluntarily stop, wait, be searched, have their vehicle or property searched or any other lawful thing;

4. A Night Patrol will not take the place of a Police patrol;

5. Police retain responsibility for the provision of police services across the Northern Territory;

6. Patrollers have a limited scope of operations and cannot be called on duty by Police.
PROTOCOLS

Police induction training for recruits will include an introduction to the protocols and principles of Night Patrol Services in the Northern Territory.

TIRC Night Patrol Service will assist in localised training of new and relieving police officers to the region by providing information about family relationships, social structures and community demographics. Police will undergo education by the patrol about local patrol procedures.

Police will respect the Night patrol operations and assist with training for patrollers when requested by TIRC. This training may include assistance with first aid, four wheel drive techniques and information on Police specific radio procedures and requirements.

Where radio communications exist between Police and Patrollers, local protocols are to be developed to ensure adequate and timely responses by all parties. In the event a local protocol is not forthcoming, the Police and Patrollers radio communication guide (once developed) is to be used as a guide.

If the Police are called by Patrollers they will attend the situation as soon as possible. If unable to attend immediately Police will provide an estimated time of arrival and a PROMIS number to the Patrollers.

It is accepted that Patrollers have the right to refuse to remove any person if they judge it is not in the best interests of their own safety, inappropriate for them to do so, or if they do not have the physical capacity to respond at that time.

Police will continue to conduct patrols in the community to keep the peace, for the protection of persons living in the community and to provide a visible Police presence.
Community Night Patrol Memorandum of Understanding – Local agreement

Patrollers have a limited scope of operations and cannot be called on duty by Police. Where Police are seeking the assistance of any Night Patrol Service at an event such as sports carnival or football final, prior approval must be sought from TIRC before any arrangements are made.

Police are not to request the services of Patrollers as official interpreters for records of interview, statements and other official reasons. Should Police require the services of an official interpreter a trained interpreter should be engaged through the Aboriginal Interpreter Service.

In circumstances where any action is taken and Patrollers or Police cannot resolve the situation at their level a meeting will be held at the earliest opportunity between the relevant Divisional Officer and the TIRC Night Patrol Regional Coordinator to resolve the dispute.

If more immediate action is required it shall be pursued jointly by the Night Patrol Regional Coordinator and the on duty Police Watch Commander.

In any event it is recognised that there will be times when Police and Night Patrol Services will not agree on a course of action. This should not alter or interfere with the good relationship between the parties.

TIRC will be responsible for ensuring the community is aware of the role and responsibilities of the Night Patrol.

Police will hold regular meetings with TIRC to ensure the ongoing good management of the working relationship between Police and Night Patrol. This is to take place on a six monthly basis.

Patrollers are able to visit people in Police custody at the various Police stations within the TIRC boundaries, whilst on duty, when operational requirements permit.
The MOU will be reviewed by all parties at a combined meeting after having been in operation for a period of six (6) months in the first instance and every twelve months thereafter or as required by either party.

Notwithstanding this timeline it is intended that the relevant Police Divisional Officer and Shire representative will act in good faith and that full and frank discussions will be regularly held to ensure that the principles of this MOU are upheld.
Community Night Patrol Memorandum of Understanding – Local agreement

Signed on the day of 20, for and on behalf of,

Tiwi Islands Regional Council

Mayor or Deputy Mayor name

Signature

Chief Executive Officer

Signature

And,

NORTHERN TERRITORY POLICE, FIRE AND EMERGENCY SERVICES:

Wurrumiyanga Officer in Charge

Signature
MEMORANDUM OF UNDERSTANDING

ON

PRACTICES AND PROCEDURES

BETWEEN

Tiwi Islands Regional Council

AND

NT Police – Pirlangimpi Local Area Command
This Memorandum of Understanding is agreed on ___ of May 2019

BETWEEN

Northern Territory Police – Pirlangimpi LAC

And the

Tiwi Islands Regional Council

Summary

A. This document provides that the parties agree to use their best endeavours to work together to cultivate a safer community.

B. The intent of this document is not to be restrictive, but to be adaptable and flexible to meet the expectations of the community and the policing requirements in the region. The MOU also seeks to ensure any existing and future arrangements between Police and Tiwi Islands Regional Council (TIRC) Night Patrol Services are entered into in good faith and in the best interests of the community. The success of this cooperative arrangement is dependant on mutual respect, trust, understanding and good communications between each other.

C. The document is not intended to provide a basis for legal rights or powers in the patrol and must not be construed as giving any such rights or powers.

D. An MOU is in place between the Northern Territory Police and the Commonwealth Department of Prime Minister and Cabinet. Part of that arrangement and the funding agreement with TIRC is for a MOU to be signed between TIRC and the local area command. Both parties
recognise that we already work closely together and this document, to some extent, formalises the relationship.

E. This document recognises at the time of writing Pirlangimpi LAC have are responsible for police operations within the Milikapiti Community.

INTRODUCTION
As an outcome of the Northern Territory National Emergency Response in 2007, extra funding was provided to Shires and various Service Providers to assist established Night Patrols, and to further establish Night Patrols in identified communities throughout the Northern Territory. As a result of this ongoing funding arrangement patrol's are to develop partnership arrangements with other service providers in their communities. Underpinning these arrangements is the need for a more collaborative, coordinated and participative approach to community safety.

This agreement defines the way that the Northern Territory Police and TIRC Night Patrol Services work in partnership together and nominates what services can be provided. The agreement is provided as an overview and guidance to ensure consistency and cooperation between Police operations and TIRC Night Patrol Services. It also allows for other agencies to enter into local agreements with Night Patrol and Police for the provision of services to increase community safety.

It is recognised that, by resolving disputes through early intervention strategies, the destructive cycle of alcohol fuelled "payback", anger, guilt, misunderstanding and frustration can be short circuited. There is also evidence that a Night Patrol operating in the community can substantially reduce crime. Night Patrol Services provide a safe, culturally sensitive service that includes transportation, diversion from contact within the criminal justice system and intervention to prevent disorder in communities.
Community Night Patrol Memorandum of Understanding – Local agreement

The role of the Night Patrol Service revolves around the following guiding principles:

1. All individuals have the right to be safe in the community; and
2. The community has a responsibility to work together to assist in the prevention of anti-social and unlawful behaviours.

It is to be stressed that the role of the Night Patrol is not simply to assist in the removal of intoxicated people from public areas, but to assist in the resolution of problems as they occur within Pirlangimpi and MIlkapiti. Night Patrol Services may operate differently between communities as each community has its own unique issues and characteristics.

PRINCIPLES

1. Police and patrollers will work together to keep people safe;

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Police will continue to conduct patrols in the community to keep the peace, for the protection of persons living in the community and to provide a visible Police presence.
Community Night Patrol Memorandum of Understanding – Local agreement

6

Patrollers have a limited scope of operations and cannot be called on duty by Police. Where Police are seeking the assistance of any Night Patrol Service at an event such as sports carnival or football final, prior approval must be sought from TIRC before any arrangements are made.

Police are not to request the services of Patrollers as official interpreters for records of interview, statements and other official reasons. Should Police require the services of an official interpreter a trained interpreter should be engaged through the Aboriginal Interpreter Service.

In circumstances where any action is taken and Patrollers or Police cannot resolve the situation at their level a meeting will be held at the earliest opportunity between the relevant Divisional Officer and the TIRC Night Patrol Regional Coordinator to resolve the dispute.

If more immediate action is required it shall be pursued jointly by the Night Patrol Regional Coordinator and the on duty Police Watch Commander.

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Patrollers are able to visit people in Police custody at the various Police stations within the TIRC boundaries, whilst on duty, when operational requirements permit.
Community Night Patrol Memorandum of Understanding – Local agreement

The MOU will be reviewed by all parties at the commencement of a new Night Patrol Funding agreement and midway through the agreement. Parties can agree to meet and discuss the MOU at additional dates as required and if agreed to by both parties.

Notwithstanding this timeline it is intended that the relevant Police Divisional Officer and Shire representative will act in good faith and that full and frank discussions will be regularly held to ensure that the principles of this MOU are upheld.
Community Night Patrol Memorandum of Understanding – Local agreement

Signed on the 16th day of May 2019, for and on behalf of

Tiwi Islands Regional Council

Mayor or Deputy Mayor

Signature

Tiwi Islands Regional Council
Chief Executive Officer

Signature

And,

NORTHERN TERRITORY POLICE, FIRE AND EMERGENCY SERVICES:

NATHAN Nunn

Officer in Charge

Signature
## REPORTS FOR DECISION

### ITEM NUMBER 6.7
### TITLE Finance End of Month Report June 2019
### REFERENCE 227236
### AUTHOR Bala Donepudi, Finance Manager

This report provided finance information to the Council for year to date June 2019 for decision.

### BACKGROUND

#### Statement of Financial Performance
for the period ended 30 June 2019

<table>
<thead>
<tr>
<th>Income</th>
<th>Year to Date</th>
<th>Full Year</th>
<th>Forecast</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
<td>Actual</td>
</tr>
<tr>
<td>61 - Income Rates and Charges</td>
<td>2,226,217</td>
<td>2,217,779</td>
<td>8,439</td>
</tr>
<tr>
<td>62 - Income Council Fees and Charges</td>
<td>1,074,873</td>
<td>1,375,229</td>
<td>(300,356)</td>
</tr>
<tr>
<td>63 - Income Operating Grants Subsidies</td>
<td>16,396,502</td>
<td>6,982,843</td>
<td>9,413,659</td>
</tr>
<tr>
<td>64 - Income Investments</td>
<td>45,393</td>
<td>29,000</td>
<td>16,393</td>
</tr>
<tr>
<td>65 - Income Contributions Donations</td>
<td>2,870</td>
<td>3,000</td>
<td>(130)</td>
</tr>
<tr>
<td>66 - Income Reimbursements and Others</td>
<td>25,632</td>
<td>22,736</td>
<td>2,896</td>
</tr>
<tr>
<td>67 - Income Agency and Commercial Services</td>
<td>1,558,797</td>
<td>1,298,529</td>
<td>260,268</td>
</tr>
<tr>
<td>69 - Inc Sale of Assets</td>
<td>24,045</td>
<td>24,045</td>
<td>0</td>
</tr>
</tbody>
</table>

| Total Operating Revenue | 21,354,530 | 11,929,116 | 9,425,214 | 79% | 11,929,116 | 21,354,530 | 9,425,214 |

#### Expenditure

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Year to Date</th>
<th>Full Year</th>
<th>Forecast</th>
</tr>
</thead>
<tbody>
<tr>
<td>71 - Employee Expenses</td>
<td>6,918,423</td>
<td>8,116,033</td>
<td>1,197,610</td>
</tr>
<tr>
<td>73 - Finance Expenses</td>
<td>4,662</td>
<td>6,000</td>
<td>1,428</td>
</tr>
<tr>
<td>74 - Communication Expenses</td>
<td>444,749</td>
<td>374,804</td>
<td>(69,945)</td>
</tr>
<tr>
<td>75 - Asset Expense</td>
<td>1,989,913</td>
<td>2,049,241</td>
<td>59,328</td>
</tr>
<tr>
<td>79 - Miscellaneous Expenses</td>
<td>1,159,105</td>
<td>3,177,912</td>
<td>2,018,807</td>
</tr>
</tbody>
</table>

| Total Operating Expenditure | 13,763,170 | 17,200,517 | 3,437,346 | 20%  | 17,200,517 | 13,763,170 | 3,437,346 |

#### Allocations

| Net Surplus/(Deficit) | 7,591,159 | (5,271,401) | 12,862,560 | (244%) | (5,271,401) | 7,591,159 | 12,862,560 |

<table>
<thead>
<tr>
<th>Adjust for Capital and Depreciation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less: Capital Expense</td>
</tr>
<tr>
<td>Add back: Depreciation expense</td>
</tr>
</tbody>
</table>

| Net Cash Surplus/(Deficit) | 8,875,354 | (4,101,281) | 12,976,635 | (316%) | (4,101,281) | 8,875,354 | 12,976,635 |

| Restricted Cash Carried Forward   | 1,830,548  | 4,108,920   | (1,244,241) | (30%) | 4,108,920  | 1,830,548  | (1,244,241) |

| Total Surplus/(Deficit) | 11,705,902 | 7,639       | 11,732,394 | 153584% | 7,639      | 11,705,902 | 11,698,264 |

**Represented by:**

| Tied Funding Surplus/(Deficit) | 8,627,010 | -176,250 | 8,803,259 | (4995%) | (176,250) | 8,627,010 | 8,803,259 |
| Untied Funding Surplus/(Deficit) | 3,078,892 | 183,888 | 2,895,004 | 1574% | 183,888 | 3,078,892 | 2,895,004 |

*Note: Negative variances ( ) are unfavourable.*
# Statement of Financial Position
as at 30th June 2019

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Current Operating accounts &amp; Cash on Hand</td>
<td>9,945,823</td>
</tr>
<tr>
<td>Trade and Other Receivables</td>
<td>238,356</td>
</tr>
<tr>
<td>Debtors</td>
<td>239,905</td>
</tr>
<tr>
<td>Deposits and Bonds held</td>
<td>8,694</td>
</tr>
<tr>
<td>Inventory</td>
<td>183,985</td>
</tr>
<tr>
<td>Prepayments</td>
<td>63,733</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>10,680,496</td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Trade and Other Payables</td>
<td>245,622</td>
</tr>
<tr>
<td>Creditors</td>
<td>282,470</td>
</tr>
<tr>
<td>Accrued Creditors</td>
<td>258,828</td>
</tr>
<tr>
<td>Current Provisions</td>
<td>614,010</td>
</tr>
<tr>
<td>Other Current Liabilities</td>
<td>0</td>
</tr>
<tr>
<td>Unexpended Grant Liability</td>
<td>674,496</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>2,075,425</td>
</tr>
<tr>
<td><strong>Net Current Assets</strong></td>
<td>8,605,070</td>
</tr>
<tr>
<td><strong>Non Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Buildings Prescribed</td>
<td>17,800,382</td>
</tr>
<tr>
<td>Infrastructure Prescribed</td>
<td>2,621,262</td>
</tr>
<tr>
<td>Plant</td>
<td>523,974</td>
</tr>
<tr>
<td>Furniture</td>
<td>15,715</td>
</tr>
<tr>
<td>Equipment</td>
<td>232,907</td>
</tr>
<tr>
<td>Motor Vehicles</td>
<td>365,796</td>
</tr>
<tr>
<td>Work in Progress</td>
<td>902,487</td>
</tr>
<tr>
<td>Clearing Account</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Non Current Assets</strong></td>
<td>22,462,524</td>
</tr>
<tr>
<td><strong>Non Current Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Non Current Provisions</td>
<td>356,308</td>
</tr>
<tr>
<td>Non Current Borrowings</td>
<td>660,001</td>
</tr>
<tr>
<td><strong>Total Non Current Liabilities</strong></td>
<td>1,016,309</td>
</tr>
<tr>
<td><strong>Net Assets</strong></td>
<td>30,051,285</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>Accumulated Surplus/(Deficit)</td>
<td>(13,862,784)</td>
</tr>
<tr>
<td>Asset Revaluation Reserve</td>
<td>36,177,569</td>
</tr>
<tr>
<td>Election Reserve</td>
<td>2,479</td>
</tr>
<tr>
<td>Asset Replacement Reserve</td>
<td>142,863</td>
</tr>
<tr>
<td>Current Year Surplus/(Deficit)</td>
<td>7,591,159</td>
</tr>
<tr>
<td><strong>Total Equity</strong></td>
<td>30,051,285</td>
</tr>
</tbody>
</table>
**Current Operating Accounts & Cash on Hand**

Account Balances as at 30th June 2019:

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Account</td>
<td>$42,537.50</td>
</tr>
<tr>
<td>Trust Account</td>
<td>$8,561,846.61</td>
</tr>
<tr>
<td>Christmas Saving Account</td>
<td>$90,416.77</td>
</tr>
<tr>
<td>PMC Bank Account</td>
<td>$1,201,506.45</td>
</tr>
<tr>
<td>Cash Deposit Account (credit cards)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Cash on hand</td>
<td>$777</td>
</tr>
<tr>
<td></td>
<td><strong>$9,947,084</strong></td>
</tr>
</tbody>
</table>

The actual Bank Balance of $9,947,084 is more than the ledger balance of $9,945,823 due to timing differences i.e. payments worth of 1,261 is processed in General ledger in June, Actually paid from bank in July first week.

**Ageing Receivables**

The outstanding Debtors owed to Council at the end of Jun 2019 total $239,905 with 33% of this exceeding 90 days. The ageing of the outstanding receivables balances is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Outstanding</th>
<th>Unapplied Credits</th>
<th>Current</th>
<th>&gt;30days</th>
<th>&gt;60days</th>
<th>&gt;90days</th>
<th>Future</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debtors</td>
<td>239,905</td>
<td>-50,093</td>
<td>70,719</td>
<td>111,740</td>
<td>28,180</td>
<td>79,359</td>
<td>0</td>
</tr>
</tbody>
</table>

The Total Rates & Charges Outstanding at the end of June 2019 is $136,839 of this $80,261 relating to the current financial year.

<table>
<thead>
<tr>
<th>Description</th>
<th>Outstanding</th>
<th>2018-19</th>
<th>Previous Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates &amp; Charges</td>
<td>$136,839</td>
<td>$80,261</td>
<td>$56,578</td>
</tr>
</tbody>
</table>

Debtors with balances in 60 and 90 days have been contacted to follow up payment of the outstanding invoices.

**Ageing Payables**

The outstanding amounts owed by Council to Creditors at the end of Jun 2019 total $282,470 with less than 10% of this exceeding 90 days. The aging of the outstanding balance is as follows:

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Unapplied</th>
<th>Current</th>
<th>&gt;30days</th>
<th>&gt;60days</th>
<th>&gt;90days</th>
<th>Future</th>
</tr>
</thead>
<tbody>
<tr>
<td>282,470</td>
<td>-9,327</td>
<td>159,644</td>
<td>63,523</td>
<td>51,222</td>
<td>17,408</td>
<td>0</td>
</tr>
</tbody>
</table>

**CONSULTATION AND TIMING**

Section 8 of the Local Government Accounting Regulations 2014 outlines the requirements for financial reporting to Council. In particular it states that the actual income and expenditure for the commencement of the financial year to the end of the previous month should be reported plus a statement of the debts owed to the Council.
Part 8 Financial reports to council

18 Financial reports to council

(1) The CEO must, in each month, present before a meeting of the council a report, in a form approved by the council, setting out:

(a) The actual income and expenditure of the council for the period from the commencement of the financial year up to the end of the previous month; and

(b) The forecast income and expenditure for the whole of the financial year.

(2) The report must include:

(a) Details of all cash and investments held by the council (including money held in trust); and

(b) A statement on the debts owed to the council including the aggregate amount owed under each category with a general indication of the age of the debts; and

(c) Other information required by the council.

(3) If a council does not hold a meeting in a particular month, the report is to be laid before the council committee performing the council's financial functions for the particular month.

RECOMMENDATION:

That Council notes this report and accepts the Finance Report for the reporting period 1 June 2019.

ATTACHMENTS:

2 Jun.19 Summary of the Tiwi Islands Finance.pdf
Summary of the Tiwi Islands Finances

At 30th June 2019

Total Restricted cash brought forward as per June 2018-19 Financial Report $2,830,548

Total Unexpended Grant Liability as per June 2018-19 Financial Report $674,496

NT Government Roads Funding $5,000,000

Total Grant Obligations $8,505,044

Total Cash at Bank $9,947,084

The cash Balance of 9.9 M includes $700K paid in Advance meant to fund Council Operations through the 2019-20 financial year

- FAA Roads ($505,594)
- FAA General Purpose ($200,351)

Net Current Liabilities $666,257

Cash Surplus $69,838

Council Non – Current Obligations

- Provisions - $356,308
- Dept Loan - $660,001
This report includes all Managers report who currently report direct to the CEO. It also reports on the CEO activities for the month.

**CEO**

The month has been presented has been busy since our last meeting.

This month has created many emotions and sadness, as no passing of our loved ones is always met with deep sadness, an emotion none of us want to experience, however losing a young person is unexpected is extremely hard to understand and comprehend when you as a family member are expecting their return back home to join us all, as we all do. As Tiwi people, we need to keep fighting for accountability in health service delivery to avoid our people leaving home and never returning. The same for education as I hope that when I do leave, a I have a succession plan that will see another Tiwi take the reins of this council with the same honour and integrity I cherish.

We have another number of students visiting from the University of Sydney and will be spending time with TIRC staff. TIRC engaged Pirrawayingi as a casual employee to continue to work with the visiting students, a role he does so well. Unfortunately, due to ill health Pirrawayingi resigned from his full time position to recover and will work as a casual employee.

A Special Council meeting on the 19 July and the information is to table new audit documents that were not previously provided to Council for endorsement or approval and the document was not provided to the CEO for assessment. The form in question is the Directors and Key Management Personnel (KMP) Remuneration and Other Related Party Confirmation.

The 2019/2020 Regional Plan and Budget published in the NT News and TIRC webpage and to date no comments received. The Regional Plan and Budget will now be tabled by ARMC and tabled with full Council accordingly. The Local Government Compliance Unit provided extensive feedback and this was around financial management, acronyms and spelling.

The CEO’s office received a complaint regarding a tender and this same complaint was also received by LGANT. I met with the General Manager, Infrastructure informing him of the complaint and the lack of document access in Word. The action from the complaint, an apology made by this office, all previous tenderers notified of new closing date and a Word Doc of the tender to be on the website with the link. A phone call and email to CEO LGANT Tony Tapsell informing of the action taken and he was satisfied with action taken by me.

TITEB queried the rate payment for last financial year and approached Tony Tapsell to look into the legality of TITEB paying rates. I explained due to the organisation creating income through some of its boutique enterprises TITEB does not fit the PBI status. To date, we have forwarded rate notices to business and awaiting payment. TITEB paid last years, a commitment made with the previous CEO to meet.

**Cultural Advisor**

Due to ill health Pirrawayingi has resigned his fulltime employment and has offered to provide his knowledge and cultural wisdom as a casual employee.
Organisational Development Monthly Report

Highlights
- Four terminations were processed during June.
- Two employees were appointed during June.
- Staff turnover rate of 2.87 percent.
- Manager OD attended LGANT HR and Governance Reference Group Meeting in Alice Springs.

Figure 1.1 27/06/2019 to 23/06/2019 Hours worked as percentage

Figure 1.2 27/06/2019 to 23/06/2019 Absences represented as a percentage

<table>
<thead>
<tr>
<th>Description</th>
<th>PPE June</th>
<th>% of Total</th>
<th>PPE 23 June</th>
<th>% of Total</th>
<th>Variance</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Time</td>
<td>6,140</td>
<td>73%</td>
<td>5,380</td>
<td>63%</td>
<td>-760</td>
<td>-12%</td>
</tr>
<tr>
<td>Casual Hours</td>
<td>627</td>
<td>7%</td>
<td>560</td>
<td>7%</td>
<td>-67</td>
<td>-11%</td>
</tr>
<tr>
<td>Description</td>
<td>Wurr.</td>
<td>Pirl.</td>
<td>Mili.</td>
<td>Dar.</td>
<td>Total</td>
<td>%</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>------</td>
<td>-------</td>
<td>-----</td>
</tr>
<tr>
<td>Extra Hours</td>
<td>117</td>
<td>1%</td>
<td>71</td>
<td>1%</td>
<td>-46</td>
<td>-40%</td>
</tr>
<tr>
<td>Overtime</td>
<td>2</td>
<td>0%</td>
<td>6</td>
<td>0%</td>
<td>+4</td>
<td>+186%</td>
</tr>
<tr>
<td>Public Holidays Worked</td>
<td>0</td>
<td>0%</td>
<td>12</td>
<td>0%</td>
<td>+12</td>
<td>+100%</td>
</tr>
<tr>
<td>Training</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Annual Leave</td>
<td>594</td>
<td>7%</td>
<td>514</td>
<td>6%</td>
<td>-80</td>
<td>-13%</td>
</tr>
<tr>
<td>Personal Leave</td>
<td>147</td>
<td>2%</td>
<td>191</td>
<td>2%</td>
<td>+43</td>
<td>+29%</td>
</tr>
<tr>
<td>AWOL</td>
<td>260</td>
<td>3%</td>
<td>287</td>
<td>3%</td>
<td>+27</td>
<td>+10%</td>
</tr>
<tr>
<td>AWOL - Casual</td>
<td>8</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>-8</td>
<td>-100%</td>
</tr>
<tr>
<td>LWOP</td>
<td>365</td>
<td>4%</td>
<td>292</td>
<td>3%</td>
<td>-72</td>
<td>-20%</td>
</tr>
<tr>
<td>Public Holiday</td>
<td>0</td>
<td>0%</td>
<td>729</td>
<td>8%</td>
<td>+729</td>
<td>+100%</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
</tbody>
</table>

Table 1.1 Monthly Comparisons – Raw Hours and Percentages

Figure 1.2 Length of Service

Figure 1.3 Distribution of Ages
Ordinary Meeting
24 July 2019

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
<th>ATSI</th>
<th>NON-ATSI</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>53</td>
<td>30</td>
<td>70</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>16</td>
<td>25</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>10</td>
<td>23</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>84</td>
<td>56</td>
<td>118</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60%</td>
<td>16%</td>
</tr>
<tr>
<td></td>
<td>40%</td>
<td></td>
<td></td>
<td>60%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>84%</td>
<td>16%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employment Type</th>
<th>Full Time</th>
<th>Part Time</th>
<th>Casual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>48</td>
<td>21</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>8</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>81</td>
<td>41</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>58%</td>
<td>29%</td>
<td>13%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age Groups</th>
<th>0-20</th>
<th>21-30</th>
<th>31-40</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age under 20</td>
<td>0</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>20-25</td>
<td>0</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>25-30</td>
<td>14</td>
<td>19</td>
<td>12</td>
</tr>
<tr>
<td>30-35</td>
<td>19</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>35-40</td>
<td>12</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>40-45</td>
<td>10</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>45-50</td>
<td>9</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>50-55</td>
<td>3</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>55-60</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>60-65</td>
<td>7</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>65-70</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>1%</td>
<td>6%</td>
<td>14%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age Groups</th>
<th>7-10</th>
<th>11-15</th>
<th>16-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>7-8 years</td>
<td>3</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>8-9 years</td>
<td>3</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>9-10 years</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Over 10 years</td>
<td>9</td>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>14%</td>
<td>3%</td>
<td>1%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age Groups</th>
<th>11-15</th>
<th>16-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-15 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16-20 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&lt; 1 year of service</td>
<td>36</td>
<td>3</td>
</tr>
<tr>
<td>1-2 years</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>2-3 years</td>
<td>9</td>
<td>5</td>
</tr>
<tr>
<td>3-4 years</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>4-5 years</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>5-6 years</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>6-7 years</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>7-8 years</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>8-9 years</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>9-10 years</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Over 10 years</td>
<td>9</td>
<td>7</td>
</tr>
<tr>
<td>Total Employees</td>
<td>83</td>
<td>29</td>
</tr>
</tbody>
</table>

**Annual Leave Liability**

As of the 23 June 2019, the Council’s annual leave liability is for 13,364 hours totalling $504,880. Seven employees are deemed to have excess leave (in excess of 8 weeks).

**LGANT Governance & HR Reference Group Meeting Attendance**

From the 12 to 13 June the Manager Organisational Development attended the LGANT Governance & HR Reference Group Meeting in Alice Springs. This is a bi-annual meeting that brings together HR and Governance staff across the Northern Territory from Local Government organisations. From an HR perspective, there were several areas of value. Senior Employee Relations staff from the Western Australian Local Government Association (WALGA) presented on the range of ER support they provide Councils in the NT. They advised that they had developed several ER guides that will be of assistance to HR and those in leadership roles within the Council. WALGA discussed some of the training offerings that they provide, which includes a Diploma Local Government (Elected Member). Furthermore,
WALGA advised that they would be releasing webinars in the near future to provide on-line learning for HR staff.

A presentation from Integrity Sampling reinforced the importance of having a drug and alcohol policy. The presentation focused on the increase usage of illicit substances in the Northern Territory and how having a workplace drug and alcohol policy can seek to provide a safer workplace. Integrity Sampling’s view was that should drug and alcohol testing be implemented, the process should ideally be managed by a third party and use saliva testing as the most efficient test on drug impairment.

A discussion took place around the findings of the NT Local Government Workforce Development Report with the view to improve training at an operational level in the future. Workforce development issues facing local government in the NT include:

- Aging workforce
- High turnover of staff
- Intake of employees under 30 is declining
- Not positioned for preparing employees for a digitised future.
- Not positioned for preparing employees to acquire soft skills
- Health and welfare support workers roles have increased.

The group resolved to invite training providers to the subsequent reference group meeting in order to better understand what training offerings exist in the NT.

As this was a shared meeting between Governance and HR, a substantial amount of content was concerned with Governance matters. The Manager Organisational Development and Manager Governance meet to discuss the content raised during the two-day event.

Due to the shared content of the meeting (Governance and HR) it was suggested that future meetings be separated, meaning there is one meeting for HR Reference Group and one for Governance Reference Group. No decision was made on this proposal at the time.

The next LGANT Governance & HR Reference Group Meeting will be held on 16 October 2019 in the City of Palmerston, Darwin.

**Records Management**

**Highlights**

- Training sessions were held with two new staff members.
- 552 documents were uploaded into MagicDocs for the month (compared to 574 the previous month).
- Of the 552 documents uploaded, 195 were not allocated a document type in the system. The Information & Records Officer addresses such issues directly with the employee and coaches the employee in the correct way to store in MagicDocs
- There are approximately 257,000 documents sitting in Magic Docs, 7069 of which have been uploaded in the 2019.
There are currently 1015 archive boxes in Wurrumiyanga, Pirlangimpi, Milikapiti and Iron Mountain (Darwin storage facility). Each box needs to be reviewed to ensure it is archived in the correct manner. All archive boxes will eventually be stored in Wurrumiyanga.

**Governance & Compliance Monthly Report**

It has been a very sad month with recent passing’s which affected the community and also the office. Standard coordination was carried out with Milikapiti Local Authority, Ordinary Council and Audit and Risk management Committee meeting reports with assistance from staff.

Governance and HR Reference group meeting was held on 12 – 13 June in Alice Springs. However none of the Governance team attended due to work commitment and preparation of MLA and OCM the following week and HR Manager attended as a rep from Council.

As part of this month preparation and Local Government Act requirements, Council approved the draft TIRC Annual Plan & Budget 2019/20. An advert was published on the NT News on Saturday 22 June 2019 for public comments for 21 days. A copy of the plan is available on the council website and hard copies from any council offices.
The CEO of TITEB kindly approved for her staff to assist Council with processing nominations for the upcoming by-election for the by-election. Meeting was held between Governance staff and TITEB admin staff to provide briefing and information regarding the nomination forms. A by-election was scheduled due to a current vacancy for Bathurst Island Ward, notices were published and advertised around the community for any interest. Nominations were open on Wednesday 19 June 2019 and closed at 12pm on Friday 28 June 2019. The NTEC office received only one nomination and declared the nominations on Friday 28 June 2019 unopposed. The newly appointed member is Cr Valentine Intalui.

Due to Governance & Compliance Manager going on maternity leave, training and handover commenced with the Acting Governance & Compliance Manager during the reporting period.

**Audit and Risk Management Committee (ARMC)**

Meeting was held on Monday 3 June 2019 in Darwin at the Tiwi Land Council office and it was a successful meeting with a quorum of five.

**Local Authorities**

**Wurrumiyanga**

No meeting held during this month.

Status: Currently three ordinary member positions vacant. Notices were distributed around the community for member’s information and interests. Nominations open Wednesday 29 May 2019 and close Tuesday 25 June 2019.

1. Takaringwui (Mullet) Skin Group
2. Non Skin Group
3. Wurankuwu representative

So far we have received two interest for the Wurankuwu and it will be tabled at the WLA meeting 23 July 2019 for member’s recommendation to Council for appointment.

Members were and are encourage to assist with nominations to fill the three vacancies.

**Local Authority Project Update by Governance Unit**

**Cultural Heritage Project** – Ongoing
**WLA Shirt** – Pending
Shirt order has been placed and awaiting for delivery.

**Pirlangimpi**

No meeting held during this month.

Status – All vacancies are now filled.

**Local Authority Projects Update by Governance Unit**

Nil

**Milikapiti**

Meeting was held on Tuesday 18 June and it was a successful meeting with a quorum of 11.

Status – All vacancies are now filled.

**Local Authority Projects Update by Governance Unit**

Nil
Council

Meeting was held on Wednesday 19 June 2019 at Milikapiti. It was a successful meeting with a quorum of eight.

Councillors & Local Authority Members Meeting / Conference Attendance

14 June 2019 – Tiwi Partners meeting in Darwin attended by Mayor Leslie Tungatulum, Deputy Mayor Lynette De Santis and Cr Mary Dunn.

20 June 2019 – Tiwi Partners meeting via teleconference attended by Mayor Leslie Tungatulum, Deputy Mayor Lynette De Santis and Cr Mary Dunn.

Human Resources

All issues, including:
- Monitoring staff attendance – average due to staff on personal leave.
- higher duties – nil
- staff meetings conducted – ongoing
- Professional development – nil.
- Probation performance review – nil

Children Services Monthly Report

General Business for the month

This month we have had a high focus on;
- Jirnani Child Care Centre: We had 16 enrolments in the previous month and due to none attendance our numbers have reduced to 10 enrolments and 10 individual children in attendance for the reporting period. All of our attendances in this reporting period are from working parents only. The capital Works Projects 1 the front gate post repaired by Tiwi Enterprises & Project 4 modified bench and mobile stair unit under change bench completed. Project 2 soft fall area and project 3 four new shade sails installed, both project will be completed next month with both suppliers delivering their supplies and equipment to Jirnani during the reporting period and the installation of both project will be completed in early July. We have made purchases for the month of $2,160.35 for Centre groceries and new equipment. Kitchen registration completed.
- Pirlangimpi Crèche: The enrolments continue to remain at the 6 enrolments however the attendance is only at four children. No purchases were made from the team Leader. Kitchen registration completed.
- Milikapiti Crèche: The enrolments have not changed and the service continues to have very low attendance from zero attendance to five children at the most for the reporting period. The Team leader was on annual leave for two weeks of the reporting period with a relief staff in her place during that time. We have made purchases for new equipment from PM&C’s underspend and the purchase of a replacement fridge due to fridge not maintaining the correct temperatures. Kitchen registration completed.
- Pirlangimpi School Meals Program: Parent Contributions 24, Individual children 31 in the program.
  The staff is continuing to work on families completing enrolment forms. The staff and also working on new enrolments & contributions. This month we have two new parent and four new children in the meals program.
FaFT Program: Enrolments 14 Attendances 5, two of the new enrolments are for the transition to preschool program, they attend FaFT in the morning and Jirnani in the afternoon. We have had no home visits during the reporting period. We have started to include outreach days and we have had four Outreach days next to Jirnani in the park and the grounds near the church at the cross roads for this reporting period with the regular Centre Based activities at Jirnani. We were closed for three days for the Early Childhood Education Forum. The Program Advisor Leah Wilson did a site visit to our FaFT program in week three for two days to work through the program structure and reporting and data entry for ECPAS (Dept. of Education NT attendance system).

OSHC Program: We have vacant positions in OSHC for all three sites. We have been working with the GM and HR Manager fill all positions, two Co-ordinators one for Melville based at Milikapiti and one based at Based on Bathurst at Wurrumiyanga and one officer at Pirlangimpi, one new officer and one relief officer at Milikapiti and two replacements of non-attending staff and one new officer position at Wurrumiyanga. With no staff recruited at the end of the reporting period we have had to have an alternative plan to continue the holiday program from the 1st July for the three week period with the support of the Team Leader of Jirnani and the Melville programs working closely with the Sport & Recreation Team. Attached is the Holiday Programs.

Stakeholder Engagement/Meetings

4th Meeting with GM Bill, David (funding agreement), Mark (HR) and Deanne regarding the changes and the transition of childcare services and the handover of Children’s Service. During the reporting period I have been working closely with Bill, David, Mark and Deanne.

RECOMMENDATION:

That Council notes and agrees / not agrees to report number 227135 for information.

ATTACHMENTS:

1. SIGNED Notice of Consent DP190167.PDF
2. SIGNED Endorsed Plan DP190167.PDF
3. SIGNED determination_DP190167.PDF
4. Signed Declaration of Results for Valentine Intalui.pdf
Mr Dayne Tierney  
Consultant Project Manager - Housing Projects  
Department of Infrastructure, Planning and Logistics  

dayne.tierney@nt.gov.au

Dear Sir

NOTICE OF CONSENT (SECTION 53B OF THE PLANNING ACT 1999)  
PART NT PORTION 1644 PIRLANGIMPI

Pursuant to section 134 of the Planning Act 1999, as a delegate of the Minister under the Planning Act 1999, I have determined in accordance with section 53(a) of the Planning Act 1999, to grant consent to the proposal to use and develop the land for a subdivision to create 29 lots for the purpose of leasing in excess of 12 years, subject to the conditions specified on the attached Development Permit DP19/0167.

Reasons for the Determination

1. Pursuant to section 51(a) of the Planning Act 1999, the consent authority must take into account any planning scheme that applies to the land to which the application relates.

   The proposed subdivision has been assessed against Clause 11.4.7 (Subdivision in unzoned land for lots less than 1ha) and as applicable, Clause 11.2.1 (Site Characteristics in Residential Subdivision), Clause 11.2.2 (Infrastructure and Community Facilities in Residential Subdivisions) and Clause 11.2.3 (Lot Size and Configuration in Residential Subdivisions) of the Northern Territory Planning Scheme and complies.

   An area of non-compliance relates to Clause 11.1.1 (Minimum Lot Sizes and Requirements). Table to Clause 11.1.1 specifies minimum lot sizes for unzoned land is determined on the basis of land capability and the availability of water adequate for the intended use; however, the minimum lot size should be no less than 8ha.

   The proposed subdivision design provides for lot an average lot size of 700m², the smallest being Lot 22 at 642m² and the largest being Lot 3 at 1050m². No battle-axe lots are proposed and roads to service the allotments will be designed and constructed to allow for suitable vehicular, pedestrian and cycle access. All lots will be connected to reticulated power, water and sewerage services.

   A variation to Clause 11.1.1 (Minimum Lot Sizes and Requirements) is supported as the lot sizes proposed are considered appropriate to provide for additional housing in a remote community.

2. Pursuant to Section 51() of the Planning Act 1999, the consent authority must take into consideration the capability of the land to which the proposed development relates to support the proposed development and the effect of the development on the land and on other land, the physical characteristics of which may be affected by the development.
The land is generally flat, has no natural drainage lines and is not known to flood or become waterlogged. The land is considered capable of supporting the future development of the site for residential housing.

A burial site has been identified through Aboriginal Areas Protection Authority certificate C2018/033 and excluded from the area of subdivision indicated as ‘void’ on the proposed plan.

3. Pursuant to section 51(n) of the Planning Act 1999, the consent authority must take into account the potential impact upon the existing and future amenity of the area in which the land is situated.

The proposed subdivision to create 29 lots (25 residential and 4 road reserves) is unlikely to have an adverse impact on the existing and future amenity of the area.

Right of Appeal

Applicants are advised pursuant to section 53B(3)(c) of the Planning Act 1999, that a right of appeal to the Appeals Tribunal exists under Part 9 of the Act. An appeal under section 114 against a determination of a development application must be made within 28 days of the service of this notice.

The Northern Territory Civil and Administrative Tribunal can provide information regarding the Notice of Appeal form and fees payable. The address for lodgement of a Notice of Appeal is: Northern Territory Civil and Administrative Tribunal, PO Box 41860 CASUARINA NT 0810 or Level 1, The Met Building, 13 Scaturchio Street, CASUARINA NT 0810 (Telephone: 08 8944 8720 or Facsimile 08 8922 7210 or email ACD.ntcat@nt.gov.au)

There is no right of appeal by a third party under section 117 of the Planning Act 1999 in respect of this determination as section 117(4) of the Act and regulation 14 of the Planning Regulations 2000 apply to the application.

If you have any queries in relation to this Notice of Consent or the attached Development Permit, please contact Development Assessment Services on telephone (08) 8999 6046.

Yours faithfully

Anthony Brennan
2019.06.24
14:21:26 +0930

ANTHONY BRENNAN
Delegate of the Minister
for Infrastructure, Planning and Logistics

24 June 2019
NORTHERN TERRITORY OF AUSTRALIA

Planning Act 1999 - sections 54 and 55

DEVELOPMENT PERMIT
DP19/0167

DESCRIPTION OF LAND THE SUBJECT OF THE PERMIT

Part NT Portion 1644
Pirlangimi
TIWI ISLANDS

APPROVED PURPOSE

To use and develop the land for a subdivision to create 29 lots for the purpose of leasing in excess of 12 years, in accordance with the attached schedule of conditions and the endorsed plans.

VARIATIONS GRANTED

Clause 11.1.1 (Minimum Lot Sizes and Requirements) of the Northern Territory Planning Scheme.

BASE PERIOD OF THE PERMIT

Subject to the provisions of sections 58, 59 and 59A of the Planning Act 1999, this permit will lapse two years from the date of issue.

ANTHONY BRENNAN
Delegate of the Minister
for Infrastructure, Planning and Logistics
24 June 2019
DEVELOPMENT PERMIT  
DP19/0167

SCHEDULE OF CONDITIONS
1. The works carried out under this permit shall be in accordance with drawing number 2019/0167/01 endorsed as forming part of this permit.

2. Any developments on or adjacent to any easements on site shall be carried out to the requirements of the relevant service authority to the satisfaction of the consent authority.

3. All existing and proposed easements and sites for existing and required utility services must be vested in the relevant authority for which the easement or site is to be created.

4. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage, electricity facilities and telecommunication networks to each lot shown on the endorsed plan in accordance with the authorities’ requirements and relevant legislation at the time.

5. Engineering design and specifications for the proposed and affected roads, street lighting, stormwater drainage, site earthworks, vehicular access, pedestrian/cycle corridors and streetscaping are to be to the technical requirements of Tiwi Islands Regional Council to the satisfaction of the consent authority and all approved works constructed at the owner’s expense.

6. Appropriate soil erosion, sediment and dust control measures must be effectively implemented throughout the construction stage of the development and all disturbed soil surfaces must be suitably stabilised against erosion at completion of works, to the satisfaction of the Consent Authority.

NOTES
1. The Power and Water Corporation advise that the Remote Operations, Remote Development team, remotedevelopment@powerwater.com.au should be contacted via email a minimum of 2 to 3 months prior to expected construction works commencing to determine the Corporation’s servicing requirements, and the need for upgrading of on-site and/or surrounding infrastructure.

2. As part of any subdivision, the parcel numbers for addressing should comply with the Australian Standard (AS/NZS 4819:2011). For more information contact Survey and Land Records surveylandrecords@nt.gov.au 08 8995 5354. The numbers shown on the plans endorsed as forming part of this permit are indicative only and are not for addressing purposes.

3. There are statutory obligations under the Weeds Management Act 2001 to take all practical measures to manage weeds on the property. For advice on weed management please contact the Department of Environment and Natural Resources.

4. Professional advice regarding implementation of soil erosion control and dust control measures to be employed throughout the construction phase of the development are available from Department of Environment and Natural Resources.
Chief Executive Officer  
Tiwi Islands Regional Council  
PMB 257  
WINNELLIE NT 0822

Attention: Valerie Rowland

TIWI ISLANDS REGIONAL COUNCIL BY-ELECTION: BATHURST ISLAND WARD RESULTS

Dear Valerie

In accordance with Local Government (Electoral) Regulation 56(b)(1), I hereby notify you of the result of the by-election for one Councillor for the Tiwi Islands Regional Council Bathurst Island ward that was held with an election day set for Thursday 11 July 2019.

Nominations to stand as a candidate for this by-election were invited on 9 June 2019 and at close of nominations 12 noon, today, 28 June 2019 the following nomination has been received:

Valentine Intalui

As there is one vacancy and one nomination I therefore, under regulation 56 of the Local Government (Electoral) Regulations, declare Valentine Intalui duly elected to the position of Ordinary Council Member for the Tiwi Island Regional Council/Bathurst Island Ward.

If you have any further queries, please do not hesitate to contact Greg Hibble on telephone 8999 7623.

Yours sincerely

Iain Loganathan  
Electoral Commissioner  
28 June 2019

www.ntec.nt.gov.au
This report is to provide an opportunity to each Councillors from each ward to bring up matter for discussion and decision on issues in their ward/community.

BACKGROUND

An updated action item list is attached to this report for members to review and provide any feedback or add any new action item/s. This will allow officers or elected members to action on any outstanding matter/s.

It is recommended that each Councillors from each ward to bring up matters for discussion and decisions to be made based on the matter.

ISSUES/OPTIONS/CONSEQUENCES
Nil

CONSULTATION & TIMING
Nil

RECOMMENDATION:

That Council receives and notes report number 227240 and provide any feedback for discussion and decision making.

ATTACHMENTS:
1 Ward Update Action Items and Timeframes July 2019.pdf
<table>
<thead>
<tr>
<th>Ward Update Action Items and Timeframes July 2019.pdf</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 27/09/2018 – Pending</td>
</tr>
</tbody>
</table>
| 2. Action 01 Infrastructure to take
   - Developed and have a plan and design
   - Proceeded with a marine survey
   - Was successful in applying for the money and will now need to proceed |
| 3. 17/09/2018 – Pending
   - Acting CM Infrastructure to take
   - June
   - Government before the end of the Department of Local Government’s response to the Department’s request to the PCP. Expected to be completed in the next steps |
| 4. 18/09/2018 – Pending
   - Infrastructure Officer / GM
   - Front Financial Officer
   - Project to be completed? Why is it taking so long for this? |
| 5. 23/11/17
   - Fleming Community Project to be completed? Why is it taking so long for this? |
<p>| | | | | |
| | | | | |</p>
<table>
<thead>
<tr>
<th>Date</th>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/12/18</td>
<td>DPL confirmed no survey completed.</td>
</tr>
<tr>
<td></td>
<td>Ipswich works.</td>
</tr>
<tr>
<td></td>
<td>Pending.</td>
</tr>
<tr>
<td>31/10/2018</td>
<td>Project.</td>
</tr>
<tr>
<td></td>
<td>The next stage of the project is to engage an engineer to complete a project.</td>
</tr>
<tr>
<td></td>
<td>Project.</td>
</tr>
<tr>
<td></td>
<td>Work.</td>
</tr>
<tr>
<td></td>
<td>Director is proceeding to engage an engineer.</td>
</tr>
<tr>
<td></td>
<td>Teri Layman no longer works.</td>
</tr>
<tr>
<td>12/2000</td>
<td>Cost could be over $120,000.</td>
</tr>
<tr>
<td></td>
<td>Bump bar, safety rail, and tactile.</td>
</tr>
<tr>
<td></td>
<td>Assessment of the existing survey and a marine engineers.</td>
</tr>
<tr>
<td></td>
<td>Quota on a geotechnical ground.</td>
</tr>
<tr>
<td></td>
<td>GM Infrastructure is seeking.</td>
</tr>
<tr>
<td>Wednesday</td>
<td>10 October 2018.</td>
</tr>
<tr>
<td></td>
<td>Work and timeframe.</td>
</tr>
<tr>
<td></td>
<td>Regarding the engineering work.</td>
</tr>
<tr>
<td></td>
<td>Teri Layman from DPL.</td>
</tr>
<tr>
<td></td>
<td>GM Infrastructure is liaising with.</td>
</tr>
</tbody>
</table>
We have now received a revised budget estimate for the project. Please note: as of 08/03/19, the project is pending approval.

Action:
- Undertake assessment and design for construction of the new building.
- Prepare tender documents and engage a contractor.
- Build new building.

Manager: LO. Action: Deferred.

Horizon is recommended: HR: DIP to use some or all of the $228K TIF to fund.

New project proposal: $110,000.

Preliminary survey will cost $20,000.

marine engineer to assess cost $50,000.
Finding Provider to consider a variation be sought with the OCM if it was decided that necessary.

$350,000 short of what is projected are approximately current funding levels. On this provided that confirmed the March 2019 detailed guidance was.

At the OCM held on 27th

10/4/2019 - Pending

how to proceed.

Guidance from Council about

will need to seek further

attached now. On that basis we

A copy of the estimate is

project

required to complete this

about 50% of the funding

is that we currently only have

My simple conclusion from this

ultimately impact the final price.

number of conditions that could

position and comes with a

does not appear to include

A also note that the estimate

current funding of $233,844.

The estimate is $586,000 some

installing the Pumps/
3. Upgrade of the Fingerprint pool (improvement work)

2. Being too expensive. The decision has been discontinued probably.

1. Creating a vehicle landing facility at the ferry site. Currently being considered one of three options which are:

2019 meeting to be held on 21 May

Fingerprint Local Authority

options further at the position to present these.
We are planning to be in Re-painting

Update of the Fingerprint pool.

Upgrade of the

Re-painting some existing facilities – potentially ferry entry and exit

Upgrade of the

2019
<table>
<thead>
<tr>
<th>Date</th>
<th>Status</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/1/2018</td>
<td>Pending</td>
<td>They can do the work. Request for power and water is pending.</td>
</tr>
<tr>
<td>5/20/2018</td>
<td>Pending</td>
<td>Investigation the purchase of CN Infrastructure is not complete.</td>
</tr>
<tr>
<td>1/11/2017</td>
<td>Pending</td>
<td>LCAˇNT Peter McLinden</td>
</tr>
<tr>
<td>7/7/2019</td>
<td>Pending</td>
<td>Winderguth, Mr. Greene, and the local MLA.</td>
</tr>
<tr>
<td>2/7/2019</td>
<td>No update</td>
<td>No update at this time.</td>
</tr>
</tbody>
</table>
23/01/2019 - Pending
Update is not available.
Repeal Ani-vandalizing
and cost appro. 5,500.
Service included.
Assess keeps 5 yrs
purchase (one for each
suitable option will be
Based on assessment, and the most
Quotes from two suppliers are
Follow up with Michael.
12/12/18 - Pending
Lighting
From LA 8 to assist with street
A request to seek approval
2018
Next Council Meeting Dec
Timeline to be completed by
Lights to be installed in community.
Manager to purchase these LED
will be on lease and request for
As mentioned to find out how
Around 5,200 per light GM
Solar LED lights which will cost
Option to purchase standalone
22/05/2019 - Pending

assist with funding

approach to see if they can

Princing L.A. to be

both Vltimmyra L.A. and

and construction costs

getting on lighting plus install

Services Delivery Manager is

Towards lighting and the

Wilmerth L.A. has put money

for solar lighting

Vltimmyra as a test case

installed in front of N/A at

Street lights here been

16/09/19 - Pending

assess their suitability

place one in each community to

Street lights and

infrastructure with

8/03/19 - Pending

provide update back to Council.

Short term to follow up and
Attachment 1

Ward Update Action Items and Timeframes July 2019.pdf

Attachment 1

Page 100


and supply new over groomer system. Revisit goal posts and fence. Remove the initiation overlap. Address the perimeter fence. Address the perimeter fence. Address the perimeter fence.

We can call this stage 2. The goal for the Nikkei is now the completion of stage 2. The goal for the Nikkei is now the completion of stage 2. The goal for the Nikkei is now the completion of stage 2. The goal for the Nikkei is now the completion of stage 2. The goal for the Nikkei is now the completion of stage 2.

Ward Update Action Items and Timeframes July 2019.pdf

2019/03/20 - Pending

Last item to conduct a survey of the area. Conduct a survey of the area. Conduct a survey of the area. Conduct a survey of the area. Conduct a survey of the area.

We have an extension of 2 months to initiate the grant. We have an extension of 2 months to initiate the grant. We have an extension of 2 months to initiate the grant.

Grant funding project as per area.
<table>
<thead>
<tr>
<th>Step</th>
<th>Milestone Over</th>
<th>18/4/2019 – Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Agreement with the department</td>
<td>TRC is finalising the funding for Darwin based contractors. Project will be tendered to local.  Great scope of the project.</td>
</tr>
<tr>
<td></td>
<td>Existing irrigation system</td>
<td>Renovation and expanding the system. Repositioning the pumpers. Repositioning the goal posts. Wall and include civil construction.</td>
</tr>
<tr>
<td></td>
<td>170 x 170 (a standard AFL) will be to engineer the oval to around 140 x 90. The project would involve removing the turf, stretching the oval. Additional funding was provided such as scrubbing and groundworks.</td>
<td></td>
</tr>
<tr>
<td>Issue</td>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>-------</td>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>Close and lock.</td>
<td>07/06/2019</td>
<td>Pending</td>
</tr>
</tbody>
</table>

**OTL regarding boundaries**

<table>
<thead>
<tr>
<th>Issue</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>OTL regarding boundaries</td>
<td>05/03/2019</td>
<td>Pending</td>
</tr>
</tbody>
</table>

**Infrastructure to follow up with**

<table>
<thead>
<tr>
<th>Issue</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle of the head.</td>
<td>05/03/2019</td>
<td>Pending</td>
</tr>
</tbody>
</table>

**Assembly**

<table>
<thead>
<tr>
<th>Issue</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serving on 2019 NTC budget</td>
<td>10/20/2019</td>
<td>Pending</td>
</tr>
</tbody>
</table>

**Stage 1 complete. Stage 2 pending**

<table>
<thead>
<tr>
<th>Issue</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material is required.</td>
<td>10/20/2019</td>
<td>Pending</td>
</tr>
</tbody>
</table>

**This will allow to accurately**
<table>
<thead>
<tr>
<th>Date</th>
<th>Item</th>
</tr>
</thead>
</table>
| 10 October 2018 | Ward laws
|             | Communication regarding by-law community engagement and GMO infrastructure to coordinate
| 27/09/2018 - Pending | 25/7/2018 - Completed
|             | Counsel from the Office of Parliamentary Affairs; the instrument is received and sent with other papers as soon as the letter will be developed. The letter will be referred to the Department of Housing and Community Affairs. A letter to the Minister for Community Affairs, 27 June 2018 - Pending
| 27/6/2018 - Approved | 27/6/2018 - Approved
|             | Council meeting held on 27 June 2018 before the next ordinary meeting to receive information and to meet with members of a committee community development.

By-laws:
- To be annexed to the TIRC
- Council common seal
- Authorise for the common seal
<table>
<thead>
<tr>
<th>GM Infrastructure has contacted Brooke Kennedy to arrange a community consultation week in the first week of December. This would include a visit from the vet during this time. Council Exec Group will discuss the strategy for removal of animals from the community in its next meeting.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcement of By-Laws</td>
</tr>
<tr>
<td>Council to attend the next Skin group meeting to be tabled at their next meeting.</td>
</tr>
<tr>
<td>31/10/2018 – Pending To be discussed at the next Executive meeting</td>
</tr>
<tr>
<td>21/11/2018 – Pending It was suggested by GM Infrastructure that this should be actioned by A/GM Community Engagement for Community Consultation. Will required some funds to deliver and there is no funds budgeted for Animal Management. Once the signs are up Police will reinforce in March or April 2019.</td>
</tr>
<tr>
<td>23/2/2019 – Pending To be discussed in CEO’s EoM report.</td>
</tr>
<tr>
<td>Action Items</td>
</tr>
<tr>
<td>--------------</td>
</tr>
<tr>
<td>1. To write a letter to the Senior Advisor for Special Projects to request an update on the community's preparedness for a Cyclone</td>
</tr>
<tr>
<td>2. To hold a meeting to discuss the preparedness of the community and any updates to the current plans for Cyclone shelters</td>
</tr>
<tr>
<td>3. To disseminate a notice to the community about the upcoming meeting and update on the preparedness of the community</td>
</tr>
<tr>
<td>4. To consult with the local Council to arrange for the presence of an Animal Welfare Officer at the meeting</td>
</tr>
<tr>
<td>5. To request assistance from the Fire and Rescue Queensland to organize a briefing for the community's preparedness for a Cyclone</td>
</tr>
<tr>
<td>6. To ensure that all residents are aware of the preparedness of the community and the availability of Cyclone shelters</td>
</tr>
</tbody>
</table>
12/12/18 - Pending
The next OCM Dec 2018
of shelters
November visit to estimate cost
3/10/2018 - Pending
of feasibility
from NTC to initial assessment
CN has contacted Rick Jones
Planning community-
they have already engaged with
Wildernest and Winburn
 Norse to develop business plan for the
Regional to engage RRC to
submit mission.
Islands to support the funding
other organisations on Tim
also seek other support from
federal government and
social service funding.
CN is in contact to follow up
2/7/2018 - Pending

immeasurable measure.
Other shelters and other:
Minister solution regarding
Chief to campaign to talk to
CEO and Mayor on organising a
2/7/2019 - Pending
The community
Response and preparations in July to assess cyclone
Emergency management team
Minister’s security and
Meeting from Dept of Chief
8 July 2019 LAGNT CEO

Regrading funding
GL Infrastructure to follow up
19/06/2019 - Pending

Money for additional management
New budget includes some
7/06/19

No update this time
16/05/19

Bankroll to provide update.
Shire Services Manager
23/1/2019 - Pending

$3600
About 10 days and cost approx.
Appraise costs for the various
Indicate risks associated with
Indicate risk exposures and
Indicate risk factors and
Indicate high risk areas.
Indicate low risk areas.
A subject matter expert can

Regional Council of Islands
TIWI
<table>
<thead>
<tr>
<th>Date</th>
<th>Action Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/1/2018</td>
<td>Ongoing Wyrmunyanga. Regular meetings Wyrmunyanga. On-going to have a similar visits as Island communities and Ranks. Shane Dexter to visit Mooloolaba. CEO are currently working within distributed by CEO. Mayor and Community Safety Plan to be reviewed. 25/7/2018 - Pending</td>
</tr>
<tr>
<td>2/1/2018</td>
<td>Ongoing regular meetings with Willkahlil and Piranipiril. Wyrmunyanga to undertake all similar loyalties. Safety community meetings continuing. Looking at setting up Wyrmunyanga as a Community Safety Plan. 2/3/2018 - Pending</td>
</tr>
<tr>
<td>7/1/2018</td>
<td>Waiting for response. Letters were sent out and CEO to write a letter to Minister and Health and a letter to the Minister of the Environment. 19/12/2017 - Pending</td>
</tr>
<tr>
<td>7/1/2017</td>
<td>CEO to write a letter to Lawrence Coles. Co to MLC. These issues and a solution regarding Senator Nigel. 20/7/2018 - Pending</td>
</tr>
<tr>
<td>1/12/17</td>
<td>Members have raised some safety concerns about. Community 1/12/17 - Pending</td>
</tr>
<tr>
<td>1/9/17</td>
<td>Wyrmunyanga</td>
</tr>
<tr>
<td>Ward Update Action Items and Timeframes July 2019.pdf</td>
<td></td>
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<tr>
<td>------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Ward: Millakapiti</strong></td>
<td></td>
</tr>
<tr>
<td><strong>19/12/17 Traffic lights, speed bumps and signs near school signs near school.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Members have requested for street infrastructure</strong></td>
<td></td>
</tr>
<tr>
<td><strong>GM</strong></td>
<td></td>
</tr>
<tr>
<td><strong>15/09/2018 Infrastructure has only recently completed the recruitment of two Service Delivery Managers, one for Melville Island and one for Bathurst Island.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Members have requested to include speed bumps, school zone signs and speed signs at Pirangimpi.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>25/7/2018 - Pending: Cr Drum has suggested to expand the community safety meetings to the other two communities (Pirangimpi and Millakapiti) and also provide feedback to the two community rangers.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>23/1/2019 - Ongoing meetings with stakeholders and police.</strong></td>
<td></td>
</tr>
<tr>
<td>Attachment 1</td>
<td>Page 111</td>
</tr>
<tr>
<td>--------------</td>
<td>---------</td>
</tr>
<tr>
<td>To be placed</td>
<td></td>
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<tr>
<td>management and speed signs</td>
<td></td>
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<tr>
<td>conforme with traffic</td>
<td></td>
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<td>rules with LA and councillors</td>
<td></td>
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<tr>
<td>Share Services Managers to</td>
<td></td>
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<td>31/10/2018 – Pending</td>
<td></td>
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<tr>
<td>discussion</td>
<td></td>
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<tr>
<td>and to contact P&amp;W for further</td>
<td></td>
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<tr>
<td>discuss street lighting further</td>
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<tr>
<td>OIL ENGAGING WITH LEANT TO</td>
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<tr>
<td>the islands</td>
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<tr>
<td>attended for all locations across</td>
<td></td>
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<tr>
<td>management signs have been</td>
<td></td>
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<td>speed limit and traffic</td>
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<tr>
<td>the surrounding asphalt</td>
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<td>breaking down the integrity of</td>
<td></td>
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<td>down traffic and contribute to</td>
<td></td>
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<tr>
<td>the speed bumps do not stop</td>
<td></td>
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<tr>
<td>traffic management signifies</td>
<td></td>
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<tr>
<td>Current civil engineering for</td>
<td></td>
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<tr>
<td>10 October 2018</td>
<td></td>
</tr>
<tr>
<td>attachment)</td>
<td></td>
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<td>marked (inclued as</td>
<td></td>
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<tr>
<td>a sheet map indicating</td>
<td></td>
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<tr>
<td>Infrastructure would appreciate</td>
<td></td>
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<tr>
<td>communications</td>
<td></td>
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<tr>
<td>place more street lights in all</td>
<td></td>
</tr>
<tr>
<td>responsible for streetlights to</td>
<td></td>
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<tr>
<td>Power 2 Water who has</td>
<td></td>
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<tr>
<td>OIL Infrastructure will support</td>
<td></td>
</tr>
<tr>
<td>new streetlights, however the</td>
<td></td>
</tr>
<tr>
<td>Action Items</td>
<td>Timeframe</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Install new pedestrian and bicycle crossing signs in school zone</td>
<td>11/07/19 - Pending</td>
</tr>
<tr>
<td>Update GM Infrastructure to provide an</td>
<td>23/12/2019 - Pending</td>
</tr>
<tr>
<td>Traffic flow</td>
<td></td>
</tr>
<tr>
<td>Highways (Moor Street)</td>
<td></td>
</tr>
<tr>
<td>Change of name of Kennedy</td>
<td></td>
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<tr>
<td>Request of Cnr Kennedy to</td>
<td></td>
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<tr>
<td>Name of Lismore</td>
<td></td>
</tr>
<tr>
<td>DLPL to amend street</td>
<td></td>
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<tr>
<td>DLPL to issue permit for</td>
<td></td>
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<tr>
<td>Bridge and follow up with</td>
<td></td>
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<tr>
<td>DLPL will release funds for</td>
<td></td>
</tr>
<tr>
<td>Re-do roads from 3 way to</td>
<td></td>
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<tr>
<td>Resume next dry season</td>
<td></td>
</tr>
<tr>
<td>Ono bridge, works to be</td>
<td></td>
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<tr>
<td>From bridge 560, 600 to work</td>
<td></td>
</tr>
<tr>
<td>Installation of new</td>
<td></td>
</tr>
<tr>
<td>and give way signs</td>
<td></td>
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<tr>
<td>Speed signs and stop</td>
<td></td>
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<tr>
<td>Infrastructure have ordered</td>
<td></td>
</tr>
<tr>
<td>Action Items</td>
<td>Timeframes</td>
</tr>
<tr>
<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td>New street lights have been contracted to install.</td>
<td>7/06/19 - Pending</td>
</tr>
<tr>
<td>Members were elected and company officers appointed.</td>
<td>22/05/2019 - Pending</td>
</tr>
<tr>
<td>ON infrastructure is being reviewed.</td>
<td>No update as of this point</td>
</tr>
<tr>
<td>Street signs will begin to be replaced around all three communities.</td>
<td>16/05/19</td>
</tr>
<tr>
<td>TRC has purchased a small two-wheeler.</td>
<td>Vultrumungua</td>
</tr>
<tr>
<td>Street signs have been delivered to each of the islands.</td>
<td>18/4/2019 - Pending</td>
</tr>
<tr>
<td>Crossings are marked on the street map with the locations of infrastructure requiring each crossing.</td>
<td>22/05/2019 - Pending</td>
</tr>
</tbody>
</table>
Members have requested for the Wirrungwa to be graded. Roads below have not yet been graded.

All Wards

Bush Holiday Roads grading

GM Infrastructure

Ward Update Action Items and Timeframes July 2019.pdf

8.07.2019 - Street lights installed in Milkepit and Wirrungwa.

25/7/2018 - Pending Priority and focus is to complete pickerlarnoo road.

15/09/2018 - Council has only two graders – both are on Melville Island – one is being used on the Picka Rd and the other is being used to grade the road from 3 junction to Wirrungwa. Once this grading is completed, one of the graders will return to Milkepit Island to grade the Picka Rd and the priority will be on grading all the drains before this is completed, we will have access to another grader.

Council has a current tender to purchase another grader – opening all the drains before the wet season.

Ward: Rocky Point

- Rocky Point
- Marneauli
- Ranku beach
- Bore

Ward: Milkepit

- Currumbin
- Rangini
- Blue Water
- Tupunul

Ward: Banyo

- Banyo
- Mudlow

Ward: Ranku

- Ranku
- Bore

Ward: Piniyarrapi

- Piniyarrapi
- Blue Water
- Tupunul

Ward: Wirrungwa

- Wirrungwa
- Wirrungwa
Frankly, some roads can be
connector roads - Pilil Mil and
will be used to grade mior
Main Roads. The three ear tips
prepare for grading mior
and ruminations of
130 graders will be replaced at
ruminations. The two Ear
ruminations have been delivered to
grading during the day. New
ruler has a six month plan for

8/03/19 - Pending

Update
CM infrastructure to provide an

2/31/2019 - Pending

2/11/2018 - Pending

The 16th
compaction loss booked for
the road has passed
rd on Wed 24th October once
sealing will commence at Pilka
Pasquali is mior with
county names and the next that
the correct spelling of Pilka
of Pilka. Will advance sealing at Pilka
CM Infrastructures to follow up

2/17/2018 - Pending
the dry season has begun.
The master plan as it stands.

This process should begin after
the start of the wet season.

The transportation of our boat
condition is not suitable for
works due to the roads
being regraded to our
roads across Wherrett Island.

The 210 graders have not
in readiness to begin grading on
the new grid as currently in
New Geralda.

Cam to a civil contractor,
project or if we need to tender it.

TC will be able to do the
works. Once this has been
of designing a scope of
consultancy who are in the
been forwarded to Wherrett
has been received. This has
land surveys have completed.

Graham. 2019: Pending

Graders.
<table>
<thead>
<tr>
<th>Date</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.07.2019</td>
<td>Some Grading will proceed this financial year (it was spoken with TLC, but no money available here. Look to funding for the next financial year and plan and request to apply for an SPG/ABG).</td>
</tr>
<tr>
<td>7/06/19</td>
<td>Pending</td>
</tr>
<tr>
<td>22/05/2019</td>
<td>Pending</td>
</tr>
<tr>
<td>16/5/2019</td>
<td>Council funding covers main council roads only - Council interaction is ongoing.</td>
</tr>
<tr>
<td></td>
<td>The management of roads is still an issue. Council roads only - Council interaction is ongoing.</td>
</tr>
<tr>
<td></td>
<td>Discuss with TLC regarding the management of roads.</td>
</tr>
<tr>
<td></td>
<td>Inset notice for consultation.</td>
</tr>
<tr>
<td></td>
<td>Plan and request to apply for an SPG/ABG.</td>
</tr>
<tr>
<td></td>
<td>Inset notice is ongoing.</td>
</tr>
<tr>
<td></td>
<td>Some Grading will proceed this financial year (it was spoken with TLC, but no money available here. Look to funding for the next financial year and plan and request to apply for an SPG/ABG).</td>
</tr>
<tr>
<td></td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td>Pending</td>
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<td></td>
<td>Pending</td>
</tr>
</tbody>
</table>
REPORTS FOR DECISION

ITEM NUMBER 6.10
TITLE DHS Lease Agreement Lot 397 Wurrumiyanga
REFERENCE 227591
AUTHOR Shane Whitten, Chief Financial Officer

SUMMARY
Tiwi Islands Regional Council (TIRC) has received the attached proposed lease agreement for Lot 397 in Wurrumiyanga.

BACKGROUND
The current lease agreement between TIRC and DHS expires on 31 July 2019. JLL (DHS agent) has provided us with the attached proposed lease agreement.

Subsequent to receiving the agreement, we have negotiated a higher rental figure, with JLL (on behalf of DHS) advising us to manually adjust the annual rental figure from $71,672.40 + GST to $74,523.48 + GST.

The proposed agreement is for a minimum term of 5 years, with 2 further options of 3 years each, potentially providing for a total lease term of 11 years.

ISSUES/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

RECOMMENDATION:
That Council authorise the CEO to accept and sign the lease agreement for return to JLL & DHS for execution.

ATTACHMENTS:
1 DHS Lease Agreement Lot 397 Wurrumiyanga.pdf
27 June 2019

Ms Marion Scrymgour
CEO
Tiwi Islands Local Government
PMB 267
WINNELLIE NT 0822

Email: info@tiwislands.nt.gov.au

Dear Marion,

Proposal for Renewal of lease

Sub-Lessor: Tiwi Islands Regional Council
Sub-Lessee: Commonwealth of Australia represented by Services Australia (formerly the Department of Human Services) (Department)
Premises: Lot 397 Kerinaula Highway, Nguiu, Bathurst Island, NT

As you are aware, the Department currently occupies the above Premises and has done so since 2004. The Premises is approximately 196.0 m². The current sub-lease expires on 31 July 2019 and that there are no further options available to extend.

The Department has instructed JLL to commence discussions with the Sub-Lessor regarding the renewal of the sub-lease. We submit the following terms for your consideration and recommend that you discuss the terms with your legal adviser prior to entering into this Heads of Agreement.

Capitalised terms have the meaning defined in the Commonwealth National Lease (CNL).

-- SCHEDULE OF PROPOSED TERMS --

<table>
<thead>
<tr>
<th></th>
<th>Tenant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Commonwealth of Australia represented by Services Australia</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Sub-Lessor (Landlord)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Tiwi Islands Regional Council (ABN 61 507 431 031)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Sub-Lessor as trustee (Lessor as trustee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>No if yes, please provide details of trust:</td>
</tr>
<tr>
<td></td>
<td>Name of trust: Not Applicable</td>
</tr>
<tr>
<td></td>
<td>Parties to trust deed: Not Applicable</td>
</tr>
<tr>
<td></td>
<td>Date of trust deed: Not Applicable</td>
</tr>
<tr>
<td></td>
<td>DHS' legal representative may request further information and confirmation regarding trustee arrangement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Lease documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Commonwealth National Lease (April 2017 version) in full will be used and will only be varied to the extent necessary to reflect the terms and conditions set out in this Heads of Agreement. The CNL is the</td>
</tr>
</tbody>
</table>
| **5** Address of premises | Lot 397 Kerinaua Highway, Bathurst Island, Nguia NT 0822  
S2009/158 Survey Plan S 901079 |
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>6</strong> Net Lettable Area</td>
<td>Approximately 196.0 m², the area is to be capped for the purposes of calculating rent.</td>
</tr>
<tr>
<td><strong>7</strong> Commencement date</td>
<td>1 August 2019</td>
</tr>
<tr>
<td><strong>8</strong> Expiry date</td>
<td>31 July 2024</td>
</tr>
<tr>
<td><strong>9</strong> Term</td>
<td>Five (5) years</td>
</tr>
<tr>
<td><strong>10</strong> Further term</td>
<td>Two (2) x Three (3) year options</td>
</tr>
<tr>
<td></td>
<td>A minimum 3 months’ notice will be provided by the Department if exercising an option.</td>
</tr>
<tr>
<td><strong>11</strong> Annual gross rent</td>
<td>$74,523 S2009 excluding GST or $365.88/m²</td>
</tr>
<tr>
<td><strong>12</strong> Car parking</td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>13</strong> Storage</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>
| **14** Rent review        | Rent will be reviewed on each anniversary of the Commencement Date by CPI Review Method – (All Groups Darwin).  
Rent will be reviewed to market at exercise of each option (no ratchet). The lease will specify those matters which the valuer must take into account and matters which the valuer must disregard when market rent review is required. If the Landlord has requested that rent be faced-up in the initial term, the market rent review will have regard to the incentive provided by the Landlord during the initial term so that rent is reviewed to an accurate effective market rent upon review. |
<p>| <strong>15</strong> Building outgoings | The Department requires a gross lease which excludes the energy cost to operate services, during Normal Business Hours (refer to 16 below). |
| <strong>16</strong> Landlord’s incentives | The Landlord will provide an incentive of five (5) month’s rent free |
| <strong>17</strong> Use                | Office accommodation including, without limit, service centre for provision of services directly to the public. |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>18</strong></td>
<td><strong>Cost to operate Services</strong></td>
</tr>
<tr>
<td></td>
<td>The Department will pay for all electricity, gas and water consumed in operating the Services, including air conditioning.</td>
</tr>
<tr>
<td><strong>19</strong></td>
<td><strong>After hours air conditioning</strong></td>
</tr>
<tr>
<td></td>
<td>The Department will pay the actual cost of the after hours air conditioning.</td>
</tr>
<tr>
<td><strong>20</strong></td>
<td><strong>Normal Business Hours</strong></td>
</tr>
<tr>
<td></td>
<td>Between the hours of 7.00 am to 7.00 pm Monday to Friday excluding public holidays applicable in the State in which the Premises is located.</td>
</tr>
<tr>
<td><strong>21</strong></td>
<td><strong>Renewable Energy</strong></td>
</tr>
<tr>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>22</strong></td>
<td><strong>Building Energy Efficiency Certificate</strong></td>
</tr>
<tr>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>23</strong></td>
<td><strong>NABERS</strong></td>
</tr>
<tr>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>24</strong></td>
<td><strong>Green Lease Schedule</strong></td>
</tr>
<tr>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>25</strong></td>
<td><strong>Make good</strong></td>
</tr>
<tr>
<td></td>
<td>The Department is not required to make good the Premises at the end of the lease. However, the Department will make good any damage caused if fittings or fixtures are removed.</td>
</tr>
<tr>
<td><strong>26</strong></td>
<td><strong>Landlord’s Insurance</strong></td>
</tr>
<tr>
<td></td>
<td>As per current Lease, the Landlord must take out and maintain:</td>
</tr>
<tr>
<td></td>
<td>1 Building Insurance;</td>
</tr>
<tr>
<td></td>
<td>2 Public Risk Insurance; and</td>
</tr>
<tr>
<td></td>
<td>3 Plate Glass Insurance,</td>
</tr>
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<td></td>
<td>which must be taken out with a reputable insurer, in the general form of policy issued by the insurer for that class of insurance.</td>
</tr>
<tr>
<td></td>
<td>The Department will only be liable for damage or destruction caused by the Department to the Building to the extent that the Landlord is not entitled to receive indemnity under an insurance policy which the Landlord is required to effect under the lease, or would not have been so entitled had the Landlord insured in accordance with the lease.</td>
</tr>
<tr>
<td><strong>27</strong></td>
<td><strong>Indemnity</strong></td>
</tr>
<tr>
<td></td>
<td>Please note the form of indemnity the Department agrees to in its leases [see clause 41 of the CNL]. In accordance with Commonwealth policy, indemnities are limited to situations where the Department has been negligent, is capped at $10 million in the aggregate over the term and the Department requires reasonable controls over indemnity claims.</td>
</tr>
<tr>
<td><strong>28</strong></td>
<td><strong>Assignment</strong></td>
</tr>
<tr>
<td></td>
<td>The Department may assign, sublet, part with possession or deal with its interest in this lease after obtaining the Landlord’s prior consent.</td>
</tr>
<tr>
<td>29 Landlord’s rights to inspect and enter</td>
<td>Consent is not required in the circumstances where the Department assigns, subleases, parts with possession or deals with its interest in this lease to a Commonwealth agency, statutory body or any corporation substantially owned or controlled by the Commonwealth.</td>
</tr>
<tr>
<td>30 Asbestos</td>
<td>The Department’s security requirements limit the Landlord from entering the Premises unaccompanied (except in emergencies). See clause 12 of the CNL. Please advise the date that the Premises were built. In accordance with the new Workplace Health and Safety laws, if the building was built prior to 31 December 2003, please provide an Asbestos Report and Asbestos Management Plan for the Premises.</td>
</tr>
</tbody>
</table>
| 31 Building standards | The Landlord must comply with the requirements and standards in Schedule 9 of the lease. The Landlord warrants that the Premises and the Building do and will at all times throughout the term of the lease comply with:
   1. the standards specified in Schedule 9 of the lease;
   2. the relevant Australian Standards; and
   3. the industry standards which apply at the lease commencement date, provided that in the event of inconsistency, the higher standard will apply.
   The Landlord is required to warrant at clause 32 of the CNL that the Premises are fit for purpose.
   The Department has rights against the Landlord if the Premises become unfit. See clause 38.2 of the CNL. |
| 32 Maintenance contracts | The Landlord must enter into and keep maintenance contracts for the Services and must provide information on Services contracts annually or as reasonably requested.
   The Department requires evidence of compliance with this clause.
   The Landlord must provide copies of these contracts on rent review date before the rent review will take effect. |
| 33 Cleaning | The Department is responsible for cleaning of the premises. |
| 34 Additional maintenance | Landscape maintenance: The Landlord must maintain all gardens and landscaped areas watertight (where applicable), clean, free of graffiti, in good and substantial repair, working order and condition and pest free. |
| 35 Re-carpeting | Not applicable, if an incentive is agreed. |
| 36 Repainting | The Landlord must repaint the external building once every five years since last painted. |
| 37 Upgrade Lighting to LED | The Landlord must at its own expense install LED lighting in accordance with Tier 2 within the appropriate lighting categories under the International Energy Agency 4E Solid State Lighting standard. The installation works must be completed within twelve (12) months of the commencement date of the Lease |
| 38 Set-off rights | The lease permits the Department to set-off amounts owing by the Landlord to the Department against Rent in specified circumstances. |
| 39 Legal costs | Each party to bear its own legal costs. |
| 40 Landlord to prepare plans | The Landlord at its own cost must provide suitable plans of the premises (in registrable form if required). |
| 41 Landlord works | Landlord’s Works include: |
| | • Full repaint – internal and external, including wall surfaces, eaves etc. |
| | • Further roof repairs and replacement to alleviate water leak issues. |
| | • Repairs to the eaves to prevent rodents entering the ceiling cavity and damaging wiring and equipment. |
| | • Repair/replacement of air-conditioning insulation throughout building (to further eliminate any leaks/condensation build up). |
| | • Replacement of bathroom/laundry joinery and fixtures (toilet pans, seats, taps, etc.). |
| | • Replacement of kitchen joinery and fixtures (sink, taps etc.) |
| | • Re-grade driveway at rear of office, preference for compacted gravel finish to prevent wet season degradation. |
| | • Installation of a carport / cover with a concrete pad suitable for a 4WD vehicle at the rear staff entrance |
| | • Removal of coconut trees surrounding office (hazard due to falling branches, coconuts etc.). |
| | • General clean of external area including the area directly outside the office entry is used for sleeping and ‘other activites’ each night. |
| | • Providing a secure gate to close off the area outside the office entry assist with alleviating the overnight activities. |
| | • Air-conditioning and air quality reports are to be undertaken on the condition, maintenance and performance of the air- |

Jones Lang LaSalle (ACT) Pty Limited
ABN 69 068 283 200
GPO Box 121 Canberra ACT 2600
Level 7, 121 Macarthur Clarke Street
Canberra ACT 2601

+61 2 6274 9888
jll.com.au
conditioning, especially in accordance with air-conditioning standards. Recommendations to be implemented to repair or replace air-conditioning if needed to meet current standards.

- Existing air-conditioning units on R-22 should be budgeted for replacement. These units should be decommissioned and removed and replaced with either R410 or R32 systems.
- Carry out hydro cleaning to all air-condition systems.

All Landlord works must be undertaken in a proper workmanlike manner and be completed to the satisfaction and approval of the Department within six (6) months of the lease commencement date with the air-conditioning to be replaced with in a year of lease commencement.

| 42  | Department's works | Not applicable |
| 43  | Landlord's contribution | Not applicable |
| 44  | Health and safety | Refer to Clause 36 of the CNL. |
| 45  | Disclosure | The Landlord warrants it has the right to negotiate these terms and they are not subject to Body Corporate/Owners Corporation consents or approvals. Please disclose in the 'Special Conditions' if the terms and conditions are subject to any Board, Body Corporate/Owners Corporation consent or approval and any factors (excluding legal advice) which may impact on the lease term and conditions. |
| 46  | Building rules | Landlord to provide a copy of any relevant Building Rules and Fitout Guidelines, if applicable. |
| 47  | Use of email | The parties consent to use email as a form of communication in the negotiation and execution of this document. |
| 48  | Landlord's solicitor's details | To be advised |

Please note that the parties will not be bound to the terms and conditions contained within this proposal until appropriate Commonwealth delegate approval has been received and the lease documentation duly executed.
Please confirm your agreement to the abovementioned proposal below, by return mail at your earliest convenience.

If you wish to discuss this further please do not hesitate to contact me on (08) 8233 8866 or by email at julie.niutta@ap.jll.com

Yours sincerely
JLL

[Signature]

Julie Niutta
Leasing Manager

The Landlord agrees to the proposed schedule of terms outlined in this proposal for a lease at Lot 397 Kerinaua Highway, Nyuiu, Bathurst Island, NT

Signed for and on behalf of the Landlord

[Printed Name]

[Date]
REPORTS FOR DECISION

ITEM NUMBER  6.11
TITLE        TIRC Rates Declaration
REFERENCE    227662
AUTHOR       Valerie Rowland, Chief Executive Officer

SUMMARY
Tiwi Islands Regional Council Rates Declaration for 2019/20 Financial Year for Council approval. The rates declaration has been reviewed by Richard Giles, Partner at HWL Ebsworth Lawyers.

BACKGROUND
The Council is required to approve the Regional Council Rates Declaration for the 2019/20 Financial Year.

Following the Ordinary Council Meeting held on 19 June 2019 the Council advertised the Draft 2019/20 Council Plan & Budget including amounts to be raised by way of Rates in the NT News Public Notices on Saturday 22 June 2019.

Council also advertised the Draft 2019/20 Council Plan & Budget on Council’s Website.

Once the Council passes the rates declaration it will be published in the NT News and Council website within 21 days of the declaration (section of 158 LGA).

TIRC approved a 5% increase in rates and garbage charges at the Ordinary Council Meeting on 26 April 2019 under resolution 6.2.5.

TIRC has approved the fees and charges for 2018/19 at the Ordinary Council Meeting on 26 April 2018, as per resolution 6.2.6, along with an amendment approved at the Ordinary Council Meeting on 22 May 2019 under resolution 6.2.4.

A copy of the Rates Declaration for 2019/20 financial year is attached to this report for member’s information.

ISSUES/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

RECOMMENDATION:

That Council adopts the final Rates Declaration for the 2019/20 Financial Year.

ATTACHMENTS:

1  Tiwi Islands Regional Council Rates Declaration for 2019 - 20.pdf
Notice is hereby given pursuant to Section 158 of the Local Government Act, that the following rates and charges were declared by Tiwi Islands Regional Council at the Ordinary Meeting held on 24 July 2019, pursuant to Chapter 11 of the Local Government Act in respect of the financial year ending 30 June 2020.

Tiwi Islands Regional Council
Rates Declaration for 2019/2020

Pursuant to Section 149 of the Act, the Council adopts the Unimproved Capital Value as the basis for determining the Assessed Value of allotments within the Council area.

The Council, pursuant to Section 155 of the Act, declares that it intends to raise, for general purposes by way of rates, the amount of $1,775,416.11 which will be raised by the application of:

1. differential fixed charges; and
2. differential valuation-based charges with differential minimum charges being payable in the application of those differential valuation-based charges; and

3. The Council hereby declares the following rates:

(a) Pursuant to each allotment of rateable land within that part of the Council area that is used or occupied for Residential Purposes, a valuation-based charge being 6.79% of the assessed value of the allotment with a minimum amount being payable in the application of that charge being $2,035.21 multiplied by the greater of:

(i) the number of separate parts or units that are adapted for separate occupation or use (pursuant to section 148(4) of the Act) on each allotment; and

(ii) the number 1.

(b) Pursuant to each allotment of rateable land within that part of the Council area that is used or occupied for Commercial Land Use, (excluding mining tenements), a valuation-based charge being 3.57% of the assessed value of the allotment with a minimum amount being payable in the application of that charge being $1,967.96 multiplied by the greater of:

(i) the number of separate parts or units that are adapted for separate occupation or use (pursuant to section 148(4) of the Act) on each allotment; and

(ii) the number 1.

(c) Pursuant to each allotment of rateable land within that part of the Council area that is Vacant Land, a valuation-based charge being 6.79% of the assessed value of the allotment with a minimum amount being payable in the application of that charge being $2,035.21 multiplied by the greater of:

(i) the number of separate parts or units that are adapted for separate occupation or use (pursuant to section 148(4) of the Act) on each allotment; and

(ii) the number 1.

(d) Pursuant to each allotment of rateable land within that part of the Council area that is used or occupied for Commercial Land Use (excluding pastoral leases and mining tenements), where there is no Unimproved Capital Value assessed for the allotment, a fixed charge of $2,035.21.

(e) Pursuant to each allotment of rateable land within that part of Council area that is used or occupied for Commercial Land Use (excluding pastoral leases and mining tenements), where there is no Unimproved Capital Value assessed for the allotment, a fixed charge of $1,967.96.
(f) With respect to each allotment of rateable land within that part of the Council that is Vacant Land, where there is no Unimproved Capital Value assessed for the allotment, a fixed charge of $2,035.21.

(g) With respect to each allotment of rateable land which is a Mining Tenement as defined in the Act, a rate of 0.3475% of the assessed value of the allotment with the minimum amount payable in the application of that differential rate being $850.96 and on the basis that

(i) contiguous tenements or reasonably adjacent tenements held by the same person are to be rated as if they were a single tenement; and

(ii) if the owner of the mining tenement is also the owner of another interest in land (the other interest) then:

(A) if the rate calculated in accordance with this paragraph (g) is less than or equal to the rate payable for the other interest - no rate is payable for the mining tenement; or

(B) if the rate calculated in accordance with this paragraph (g) (amount A) is greater than the rate payable for the other interest (amount B) - the rate payable for the mining tenement is the difference between amount A and amount B.

Charges

4. Pursuant to Section 157 of the Act, the Council declares the following charges in the Council area. Council intends to raise $551,853.94 by these charges.

(b) For the purposes of these charges:

(i) ‘Council area’ means the area of Council as defined in the Act;

(ii) ‘residential dwelling’ means a dwelling house, flat or other substantially self-contained residential unit or building on residential land and includes:

(A) a unit within the meaning of the Unit Titles Act and the Unit Titles Schemes Act; and

(B) a dwelling house, flat or other substantially self-contained residential unit or building on land that is exempt from rates under section 144 of the Act;

(iii) ‘residential land’ means land used or capable of being used for residential purposes (but does not include land on which there is no residential dwelling);

(iv) ‘commercial land’ means land, the occupation and use of which is primarily for non-residential purposes and may be commercial or industrial by nature;

(v) the ‘garbage collection service’ comprises the collection of one garbage bin per week of a size and on days determined by Council.

(b) Residential Garbage Collection and Waste Management Charge:

(i) The purpose for which this Charge is to be imposed is to defray the waste management and operational cost of the waste management facility and the residential garbage collection service provided to, or which Council is willing and able to provide to, each residential dwelling in the Council area;

(ii) It is the opinion of Council that such purpose is and will be of special benefit to those residential dwellings;

(iii) A charge of $703.40 per annum per residential dwelling will apply;

(iv) Where, in response to a written request from a person liable to pay a charge in respect of a residential dwelling referred to in paragraph (b)(i), Council approves the request and provides an additional service in the form of the weekly collection of one or more additional garbage bins, an additional charge of $178.70 per annum in relation to each additional garbage bin collected through the use by rateable properties of more than one (1) council specified garbage bin. The additional service shall be the provision and collection of the number of additional garbage bins approved by Council in response to such written request, which charge shall be levied and paid in conjunction with the charge for the weekly collection service referred to in paragraph (b)(iii).

(c) Commercial Waste Disposal and Management Charges:
(i) The purpose for which this Charge is to be imposed is to defray the waste management and operational cost of the waste disposal and management facility provided to, or which Council is willing and able to provide to each allotment of commercial land in the Council area;

(ii) It is the opinion of Council that such purpose is and will be of special benefit to those allotments;

(iii) A charge of $1,116.83 per annum per allotment of commercial land will apply.

(d) Commercial Garbage Collection Charge:

(i) The purpose for which this Charge is to be imposed is to defray the cost of the garbage collection service provided to, or which Council is willing and able to provide to, each allotment of commercial land in the Council area;

(ii) It is the opinion of Council that such purpose is and will be of special benefit to those allotments;

(iii) A charge of $703.40 per annum per allotment of commercial land will apply;

(iv) Where, in response to a written request from a person liable to pay a charge in respect of an allotment of commercial land referred to in paragraph (d)(i), Council approves the request and provides an additional service in the form of the weekly collection of one or more additional garbage bins, an additional charge of $179.70 per annum in relation to each additional garbage bin collected through the use by the allotment of more than one (1) council-specified garbage bin. The additional service shall be the provision and collection of the number of additional garbage bins approved by Council in response to such written request, which charge shall be levied and paid in conjunction with the charge for the weekly kerbside collection service referred to in paragraph (d)(iii).

(v) The charges referred to in subparagraphs (i)-(iv) inclusive will not apply to allotments where the ratepayer requests in writing for the garbage collection service to not be provided by the Council.

Relevant interest rate

5. The relevant interest for the late payment of rates and charges is fixed in accordance with Section 162 of the Act at the rate of 16% per annum and is to be calculated on a daily basis.

Payment

6. The Council determines that the rates and charges declared under this declaration must be paid within 28 days of the issue of rate notice under Section 159 of the Act.

Payments falling due on a weekend or public holiday may be paid by the following business day without incurring late payment interest.

Alternatively, ratepayers may opt for monthly or quarterly payments. To do so they must seek the written agreement of the Council CEO. However, where such an option is exercised, if an instalment payment is not received by the agreed date it will constitute a default and the full unpaid balance of the annual amount will become payable and recoverable immediately.

A ratepayer who fails to pay their rates and charges notified under the relevant rates notice under Section 159 of the Act may be sued for recovery of the principal amount of the rates and charges, late payment penalties, and cost reasonably incurred by the Council in recovering or attempting to recover the rates and charges.

Valerie Rowland

CEO
REPORTS FOR INFORMATION

ITEM NUMBER 7.1
TITLE Contracts executed during June 2019
REFERENCE 227519
AUTHOR Shane Whitten, Chief Financial Officer

SUMMARY
This report is to provide Council members with an update on the contracts signed for and on behalf of Council during the month of June 2019. All agreements were signed by the CEO and are attached now as appendices to this report.

- Council BIZ Service Level Agreement – 3 years
  - This agreement provides for a resource to process rates transactions, including rates notices, reconciliations, receipting and database updating services.
- DIPL $5m Road Funding
  - DIPL provided a presentation to OCM at the June 2019 meeting on the road upgrades proposed for Melville Island. This is the contract that relates to these project works.
- Childcare extension to 31 January 2020
  - With the current review into Childcare services yet to be completed, the Commonwealth have offered an extension to the current contract until 31 January 2020. The current agreement expired on 30 June 2019.
- Youth Diversion extension to 31 December 2019
  - Our current contract expired on 30 June 2019 and a further extension to 31 December 2019 has been offered and agreed to.

BACKGROUND

ISSUES/OPTIONS/CONSEQUENCES
N/A

CONSULTATION & TIMING
N/A

RECOMMENDATION:

ATTACHMENTS:
2 DIPL $5m Road Funding.pdf
3 Childcare extension to 31.01.2020.pdf
Mrs Valerie Rowland
Chief Executive Officer
Tiwis Islands Regional Council
PMB 287
Winnellie NT 0822

Via email: Valerie.Rowland@tiwiislands.nt.gov.au

Dear Mrs Rowland

RE: Variation of Contract DCFD2017/2106 – Youth Diversion Programs

I refer to Service Agreement Funding Contract DCFD2017/2099 executed on 9 June 2017, for a total funding amount of $223,108 (GST exclusive), which is due to expire on 30 June 2019.

On 29 March 2019, your organisation was contacted by Territory Families with an offer of extension of your Contract for six months from 1 July to 31 December 2019. Your organisation responded via email agreeing in principle to support the extension on 29 March 2019.

This letter seeks your approval to vary the Contract in accordance with Part B – Funding Contract Terms and Conditions – Clause 7(a). The variation includes the changes to Part A – Service Agreement Funding Contract as detailed below:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>Terms of the Contract</td>
<td>Extension to contract from 1 July 2019 to 31 December 2019</td>
</tr>
<tr>
<td>5.1</td>
<td>Funding</td>
<td>$112,668 (excl. GST, plus indexation)</td>
</tr>
<tr>
<td>5.2</td>
<td>Funding</td>
<td>The Territory Government will release funding in accordance with Table 1 Attachment A, subject to the ESP remaining compliant with the Terms of the Contract</td>
</tr>
<tr>
<td>6</td>
<td>Milestones and Acquittal Schedules</td>
<td>Reporting Requirements - Refer to Table 2 Attachment A</td>
</tr>
</tbody>
</table>

Territory Families acknowledges that indexation has not as yet been included in the total amount of funding for this variation. Territory Families are committed to providing you with the appropriate indexation applicable to your grant, which will be inclusive of the new CPI rates, efficiency dividend and Equal Remuneration Order (if relevant). Territory Families will be in contact with your organisation over the next few weeks to provide the details of the indexation applicable to your grant.

Should you wish to accept this offer, please complete and sign the acceptance details on Page 3 and return via email to TF_YOUTHCommunityPrograms@nt.gov.au by Close of Business, Friday 28 June 2019

Child Abuse Reporting Hotline: 1800 700 250
Complaints Hotline: 1800 750 167

www.nt.gov.au
Should you have any queries in relation to this letter please contact Manager Programs, Ms Karen Kinnersley on 08 8922 7185 or email TF.YouthCommunityPrograms@nt.gov.au.

Yours sincerely,

Brent Warren
General Manager
Youth Justice

June 2019
Variation of Contract DCFD2017/2106 – Youth Diversion Programs

We accept the variation to this agreement for the following:

This variation includes the following changes to Part A – Service Agreement Funding Contract:

<table>
<thead>
<tr>
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<td>The Territory Government will release funding in accordance with Table 1 Attachment A, subject to the ESP remaining compliant with the Terms of the Contract.</td>
</tr>
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<td>6</td>
<td>Milestones and Acquittal Schedules</td>
<td>Reporting Requirements – Refer to Table 2 Attachment A</td>
</tr>
</tbody>
</table>

All other terms and conditions remain unchanged.

Name: [Signature]
Position: CEO

Date: 21/6/19
Attachment A

Table 1 - Clause 5.2 – Funding

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Amount to be released</th>
<th>Requirement for release</th>
<th>Anticipated Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>70%</td>
<td>Receipt of signed Variation letter</td>
<td>July 2019</td>
</tr>
<tr>
<td>2</td>
<td>30%</td>
<td>The ESP must lodge with Territory Families all reports listed in the Milestones and Reporting schedule.</td>
<td>October 2019</td>
</tr>
</tbody>
</table>

Table 2 - Clause 6 – Milestones & Acquittals

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date on or before</th>
<th>Report Name</th>
<th>Submit to Whom</th>
<th>Payment subject to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>2nd Friday of each month</td>
<td>Monthly Data Collection</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July 2018 to 30 June 2019</td>
<td>31 October 2019</td>
<td>Audited Financial Statement</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July 2018 to 30 June 2019</td>
<td>31 July 2019</td>
<td>Income and Expenditure</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 April to 30 June 2019</td>
<td>19 July 2019</td>
<td>3 month Performance Report</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July to 31 December 2019</td>
<td>21 January 2020</td>
<td>6 month Performance Report</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
<tr>
<td>1 July to 31 December 2019</td>
<td>31 January 2020</td>
<td>Income and Expenditure</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
<tr>
<td>1 July 2019 to 31 December 2019</td>
<td>31 October 2020</td>
<td>Audited Financial Statement</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
</tbody>
</table>

The format of the Monthly Data Collection and 6 month Performance Report will be finalised and sent to providers by no later than 1 July 2019.
CAPITAL GRANT FUNDING AND PROJECT MANAGEMENT AGREEMENT

TIWI ISLANDS ROAD UPGRADES

BETWEEN:
NORTHERN TERRITORY OF AUSTRALIA
AND:
TIWI ISLANDS REGIONAL COUNCIL

DATED THE DAY OF JULY 2019
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DETAILS

PARTIES

NORTHERN TERRITORY OF AUSTRALIA care of its agency the Department of Infrastructure, Planning and Logistics (ABN 84 085 734 992) ("the Territory")

Address for service of notices
Mr. Andrew Kirkman, Chief Executive Officer
Department of Infrastructure, Planning and Logistics
Physical address: Level 5, Energy House
18-20 Cavenagh Street, Darwin NT 0800
Postal address: GPO Box 1680 Darwin NT 0801
Telephone: (08) 8924 7029
Email: andrew.kirkman@nt.gov.au

AND

TIWI ISLANDS REGIONAL COUNCIL (ABN 61 507 431 031) ("the Council")

Address for service of notices
Ms. Valerie Rowland, Chief Executive Officer
Tiwi Islands Regional Council
Physical address: Lot 864 Puti Drive, Wurrumiyanga Bathurst Island NT
Postal address: PMB 267 Winnellie NT 0822
Telephone: 08 8970 9507
Email: valerie.rowland@tiwivladies.nt.gov.au

BACKGROUND

A. All roads on the Tiwi Islands are managed and maintained by the Tiwi Islands Regional Council.

B. The Territory (through the Department of Infrastructure, Planning and Logistics), has agreed to provide Funding for the design and upgrade of selected sections of Pirlangimi/Access Road and Paru Road Bridge.

C. The Council has agreed to appoint the Territory (by its agency the Department of Infrastructure, Planning and Logistics) to procure the design and construction contracts and to manage those contracts to completion, and has agreed that the consultants and contractors engaged to so design and construct will be paid from the Funding.

D. This Agreement sets out the arrangements between the Territory and the Council regarding the Funding and the procurement and contract management phases for the Project.
AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Agreement unless a contrary intention appears:

(a) "Business Day" means a day which is not a Saturday, Sunday or Public Holiday in Darwin in the Northern Territory of Australia;

(b) "Completion" means the issue of a certificate of final completion in respect of the Project pursuant to the Construction Contract;

(c) "Construction Contract" means the contract entered into between the Territory and the Construction Contractor;

(d) "Construction Contractor" has the meaning given to that term in clause 8.1 (a)(i);

(e) "Council's Representative" is defined in clause 6.1(a);

(f) "Date of this Agreement" means the date written on the front page of this Agreement, or if no date or more than one date is written, then the date the last party to sign this Agreement does so;

(g) "Defects Liability Period" has the meaning given to that term in the Construction Contract;

(h) "Design Consultant" has the meaning given to that term in clause 8.1 (a)(i);

(i) "Funding" means the total amount of funding the Territory will provide to the Council under this Agreement being the amount specified in Item 3, which the Council must pay to the Territory, and where the context permits or requires, includes the whole or any part of the Funding and any interest accrued on the investment of the Funding or any part of it;

(j) "Item" means an Item in Schedule 1 of this Agreement;

(k) "Project" means works to be carried out on the Site including the replacement of the deck on the Paru Road Bridge, and the upgrade of Pirlangimpi Road (including installation of drainage structures, road signage and the carrying out of road sealing and line marking) and any costs relating thereto (including without limitation project management and consultancy fees in respect of the works to be carried out where the Territory is unable to provide them);

(l) "Site" means those parts of land owned by the Tiwi Aboriginal Land Trust described in Item 1;

(m) "Territory's Representative" is defined in clause 6.2(a).

1.2 Interpretation

In this Agreement, unless a contrary intention appears:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing any gender include all other genders;

(c) the word 'including' is not a word of limitation, and is to be interpreted as though it were immediately followed by the words 'but not limited to';

(d) a reference to a person, partnership, body corporate, unincorporated body, government or local authority or agency or other entity includes any of them;
1.3 Conflict and Precedence

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

(a) Clauses of this Agreement;
(b) Schedule 1;
(c) Background;
(d) Other schedules;
(e) Attachments or annexures;
(f) Documents incorporated into this Agreement by reference.

2. OBJECTIVES

2.1 Objectives of the Parties

(a) In entering into this Agreement, the objectives of the Territory and the Council are to work together to achieve:

(i) the design, documentation and construction of the Project and the handover of the Project to the Council on Completion;

(ii) the defects rectification of the Project during the Defects Liability Period.
3. FUNDING

3.1 Council's Account

The Council must notify the Territory in writing of the Council's bank account details before the Territory will be obliged to pay the Funding to the Council. If the Council's bank account details are known as at the Date of this Agreement they may be specified in Item 3 of the Schedule of Items.

3.2 Provision of Funding to Council

(a) Subject to this Agreement, the Territory will pay the Funding to the Council and the Council will then pay the Funding back to the Territory to enable the Territory to pay the contractors carrying out the Project.

(b) The Territory will pay the Funding into the Council's bank account within 5 Business Days of being advised of the bank account details, subject to the receipt of an invoice from the Council.

(c) The Council will then pay the Funding into the Territory's bank account within two (2) weeks of receiving the funds.

3.3 Use of Funding

(a) The Council acknowledges that the Territory:

(i) is under no obligation to either provide any further monies to the Council, or commit further monies of the Territory if expenditure on the Project exceeds the Funding or any part of the Funding attributable to the Project.

(ii) will have no responsibility for any ongoing costs associated with the upkeep and management of the Project including assets constructed, purchased or otherwise acquired using the Funding.

4. THE PROJECT

4.1 General Conduct of Project

(a) The Territory will:

(i) carry out the Project diligently, effectively, in a proper and workmanlike manner, to a high professional standard and in accordance with this Agreement, Australian Standards, and comply with the provisions of any relevant statutes, regulations and by-laws in force from time to time;

(ii) keep the Council fully informed on a regular basis, as to the progress of the Project;

(iii) keep records covering the use of the Funding in such a way as to ensure easy identification of all receipts and expenditure relating to the Project and compliance with this Agreement; and

(b) Council will work diligently, effectively, in a proper and workmanlike manner, to a high professional standard and in accordance with this Agreement, with the Territory to determine the sections of Pirlamgimpi Access Road to be constructed and the extent of upgrade works required for the Paru Road Bridge.

5. PROJECT MANAGEMENT

5.1 Project Management by the Territory

The Territory will project manage the Project and the Funding on behalf of the Council, including procuring the contractors required to undertake the Project in the name of the Territory.
6. REPRESENTATIVES FOR THE PROJECT

6.1 Appointment of Council's Representative

(a) The Council appoints the person stated at Schedule Item 5 to represent the Council for the Project (Council's Representative).

(b) The Council's Representative will act as the Council's representative for the Project and be the Council's first point of contact for all matters concerning the Project.

(c) The Council will advise the Territory in writing of any change to the identity or details of the Council's Representative within 3 Business Days of the change occurring.

(d) The Council acknowledges and agrees that its Chief Executive Officer has been delegated full decision making power for the Project (including the power to enter into and bind the Council to this Agreement).

6.2 Appointment of Territory Representative

(a) The Territory appoints the person stated in Schedule Item 5 to represent the Territory for the Project (Territory Representative).

(b) The Territory Representative will act as the Territory's representative for the Project and be the Territory's first point of contact for all matters concerning the Project.

(c) The Territory must advise the Council in writing of any change to the identity or details of the Territory Representative within 3 Business Days of the change occurring.

7. ROLES AND RESPONSIBILITIES OF THE PARTIES

7.1 Role of the Territory

(a) The role of the Territory is to:
   (i) manage the Funding and ensure payments are made to the Contractors in a timely fashion;
   (ii) procure and manage the contracts for works and act generally as the project manager for the Project.

(b) The Council acknowledges and agrees that in acting as project manager for the Project and in particular (but without limitation) in preparing tender documentation, advertising and awarding tenders, the Territory is:
   (i) not acting on its own behalf, whether as an independent contractor or otherwise, but is acting for and on behalf of the Council as its agent only, and the Council appoints the Territory as its agent for this purpose; and
   (ii) reliant on the Council providing timely and proper instructions, approvals and information in order for the Territory to fulfil its obligations as project manager under this Agreement.

(c) the Territory will appoint a representative of the agency to the position of Superintendent (as that term is defined in the Construction Contract) for the Project for contract management purposes.

(d) The Council will be actively engaged in the Project and must provide the Territory with instructions and approvals required in relation to the Project in a timely manner and without delay. The Territory will in no way be responsible for delays or delay costs caused by the Council's failure to provide timely instructions and approvals.

7.2 Role of the Council

(a) The role of the Council in the Project is to:
(i) provide input into the design and construction of the Project and assist the Territory with identifying sections of Pirlangimpi Access Road to be constructed and the extent of upgrade works required for the Paru Road Bridge; and

(ii) undertake consultation with relevant stakeholders on the Tiwi Islands to provide them with regular updates on the progress of works.

(b) In order for the Territory to carry out its role as project manager for the Project, the Council will ensure that the Council's Representative:

(i) attends meetings as requested by the Territory;

(ii) attends visits to the Site as required by the Territory;

(iii) provides timely and proper information when requested by the Territory; and

(iv) complies in a timely fashion with all reasonable requests or directions of the Territory in respect of the Project.

8. PROCUREMENT
8.1 Procurement of Consultants and Contractors

(a) The Territory will procure the engagement of:

(i) a design consultant to design the roads and bridge (Design Consultant); and

(ii) a construction contractor to construct the roads and bridge (the Construction Contractor).

(b) The Territory will have complete discretion and control in the tendering, appointment and contract management of the Project contracts procured and may (but is not obliged to) consult with the Council in relation to the procurement of either the Design Consultant or the Construction Contractor.

9. DESIGN PHASE OF PROJECT
9.1 Design Development

(a) The parties acknowledge that the designs for the roads are complete (and agreed), however there may be some modifications and / or additional services required which may be undertaken by the Design Consultant.

9.2 Design Review and Approval

(a) The Council will review and provide its input into the design.

(b) The Council must accept the final completed design in writing prior to commencement of construction of the Project.

(c) If at any stage during the course of the Project, it appears that the budget for the Project may exceed the Funding, the Project designs must be reviewed and the Project downsized unless additional funding is secured, and necessary scope changes and variations (including scope reductions) may be initiated by the Council or the Territory pursuant to clause 11.

10. CONSTRUCTION PHASE OF PROJECT
10.1 Access to Site

(a) On and from the Date of this Agreement until the end of the Defects Liability Period, the Council permits the Territory, its officers, employees, consultants,
contractors, subcontractors and agent to enter, occupy and use the Site for the purposes of the Project.

(b) The Council must not grant to any other person access to the Site or otherwise part with possession of the Site without the prior written approval of the Territory.

10.2 Construction Supervision

(a) The Territory will supervise the construction of the Project as part of its project and contract management of the Project.

(b) The Territory will convene regular meetings to report on and discuss construction progress and issues and will invite representatives of the Council and the Construction Contractor to these meetings.

10.3 Construction Timing

Timing of the construction of the Project will be in accordance with a Gantt chart to be prepared by the Construction Contractor.

11. CHANGES IN SCOPE AND VARIATIONS

11.1 Change initiated by the Construction Contractor

(a) If the Construction Contractor initiates a scope change or variation (Contractor Change Order), the Territory will respond to the Construction Contractor by either accepting or rejecting the Contractor Change Order.

(b) In providing its response to a Contractor Change Order, the Territory may seek input from the Council.

11.2 Change initiated by the Council

(a) If the Council identifies a scope change or variation it will advise the Territory in writing.

(b) The Territory will obtain a price from the Construction Contractor for the scope change or variation and submit it to the Council for review.

(c) If approval is given, the Territory will advise the Construction Contractor accordingly, and the Construction Contractor must proceed with the changes.

11.3 Change initiated by the Territory

(a) The Territory may recommend a scope change or variation to the Project.

(b) Where a scope change or variation is recommended, the Territory will obtain a price from the Construction Contractor for the scope change or variation and submit it to the Council for review.

(c) If the Council approves the scope change or variation, the Territory will advise the Construction Contractor accordingly, and the Construction Contractor must proceed with the changes.

11.4 Payment for Scope Changes and Variations

(a) All costs arising from scope changes and variations approved under this clause 11 will be paid for using the Funding and if the Funding is depleted all such costs will be met by the Council (unless the scope change or variation is necessary due to a default of the Territory under a relevant works contract, in which case the costs will be met by the Territory). The Territory will use reasonable endeavors to conduct the Project within budget.

12. COMPLETION, HANDOVER AND OWNERSHIP OF PROJECT

(a) The Project will be completed to the reasonable satisfaction of Council.
(b) After Completion, the Project will be owned, managed, maintained and operated by the Council.

(c) The Territory will advise the Council when the Project reaches Completion.

(d) Following Completion, the Territory will provide to the Council project documentation such as conformance test certificates and as constructed drawings.

(e) The Council must not conduct any works or alterations of any kind on the Project during the Defects Liability Period (which period will be advised to the Council when known by the Territory), with the exception of regular maintenance, without first obtaining the written approval of the Territory.

(f) Following handover of the Project the Council will be responsible for the upkeep and maintenance of the Project and all costs associated with such upkeep and maintenance, except anything that the Territory is obliged to address during the Defects Liability Period.

13. PAYMENT OF CONSULTANTS AND CONTRACTORS

13.1 Payment Claims and Payment Using Funding

(a) As part of its project management of the Project, the Territory will assess monthly progress payment claims received from the Design Consultant and the Construction Contractor/s and, where it considers appropriate, pay those claims.

(b) Where the Territory determines that a payment claim is to be disputed, it will dispute the payment claim with either the Design Consultant or the Construction Contractor (whichever is relevant) and work with the Design Consultant or the Construction Contractor (whichever is relevant) to resolve the dispute so that the payment claim is acceptable and can be paid.

14. UNSPENT FUNDING

If, at Completion, or earlier expiry or termination of this Agreement (the Relevant Date) any part of the Funding that remains unspent (excluding any part of the Funding legally committed for expenditure in accordance with this Agreement and which falls for payment thereafter), will be held by the Territory for use in future road works projects to be carried out on the Tiwi Islands.

15. ACKNOWLEDGMENT OF FUNDING AND MEDIA STATEMENTS

15.1 Acknowledgment of Funding

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

(a) the Northern Territory Government logo; or

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

(b) the phrase "sponsored by the Northern Territory Government"; or

(c) in such other way as the Territory may reasonably require from time to time by written notice to the Council.
15.2 Media Statements

(a) Public announcements about the Project to the media or others must not be made unless the Council has the prior consent of the Territory to do so.

(b) The Territory will inform the Council of any public announcements about the Project to the media or others prior to release.

16. CONFIDENTIAL INFORMATION

16.1 Interpretation

In this clause 16:

(a) Confidential Information means this Agreement and any Information relating to this Agreement or its negotiation provided by or for one party to the other party, including but not limited to:

(i) any Information that by its nature is confidential;

(ii) any Information designated as confidential by the party by or for whom the information is provided; and

(iii) any Information that the Council of the information knows or ought to know is confidential;

(b) Information includes documents, software, information, material and data stored, provided or disclosed by any means, whether electronic, written or otherwise, and where relevant, includes information provided verbally or visually.

16.2 Use of Confidential Information

Each party must hold all Confidential Information of the other party in confidence and must not make any use of it, except for the purposes of performing its obligations or exercising its rights under this Agreement and must not disclose or permit or cause the Confidential Information of the other party to be disclosed to any person, except:

(a) as authorised by the other parties under this Agreement or otherwise;

(b) to its employees or contractors, to the extent needed to perform their obligations under this Agreement;

(c) which is required to be disclosed by law or the rules and requirements of a stock exchange; and

(d) in the case of the Territory, to the Parliament, the Administrator, Cabinet, a Minister or any Parliamentary, Ministerial or Cabinet Committee of the Territory.

17. INTELLECTUAL PROPERTY

17.1 Interpretation

In this clause 17:

(a) Contract Material means all Material:

(i) brought into existence under or in accordance with this Agreement or for the purpose of the Project;

(ii) incorporated in, supplied or required to be supplied along with the Material referred to in clause 17.1(a)(i); or

(iii) copied or derived from Material referred to in clauses 17.1(a)(i) or 17.1(a)(ii).
(b) **Intellectual Property** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential information (as defined in clause 16) kept confidential; and

(c) **Material** includes documents, software, information and data stored by any means.

17.2 Intellectual Property

(a) The property and Intellectual Property in all Contract Material will vest solely in the Territory, and that Contract Material will not be used by the Councils or its employees, contractors or agents for any purpose other than the purposes approved under this Agreement, unless the Territory consents otherwise.

18. DISPUTE RESOLUTION

18.1 Disputes

Each party must follow the procedures in this clause 18 before starting court proceedings (except for urgent injunctive or declaratory relief).

18.2 Notice of Dispute

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

18.3 Meeting of Parties

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

(a) referring the matter to personnel who may have authority to intervene and direct some form of resolution; and/or

(b) attempting to agree upon a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation or independent expert determination.

18.4 Legal Proceedings

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

18.5 Parties to Perform Obligations

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

19. INSURANCE, RISK, RELEASE AND INDEMNITY

19.1 Risks and Insurance

(a) The Council acknowledges that after Completion, the Project will be managed and maintained at all times by the Council, and the Council at all times:

(i) accepts all risks in relation to; and

(ii) will hold appropriate insurances for,

all matters including damage, loss, destruction and the like of the roads, bridge and all other structures comprising the Project and belonging to the Council.
19.2 Release
(a) The Council releases to the full extent permitted by law, the Territory and its officers, employees, agents, contractors, and invitees (in this clause referred to as "those released") from all responsibility or liability for the risks referred to in clause 19.1, loss of or damage to any property, or injury or death to any person, arising out of any involvement of those released pursuant to this Agreement, save to the extent that such responsibility or liability for loss, damage and the like was caused or contributed to by those released.

19.3 Indemnity
The Council indemnifies (and keeps indemnified) the Territory and its officers, employees, agents, contractors and invitees (in this clause referred to as 'those indemnified') against any:

(a) loss, damage or other liability incurred by those indemnified; and

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

that is caused by or arises from:

(c) the risks referred to in clause 19.1;

(d) an act or omission by the Council, or any of the Council's officers, employees, agents, volunteers, subcontractors, visitors or invitees (including the Council's Representative) in connection with this Agreement or the Project, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense; and/or

(e) an act or omission of Council (whether negligent or otherwise), or a breach or failure by the Council to comply with any or all of the Council's obligations under this Agreement; and/or

(f) save to the extent that such loss, damage or liability was caused or contributed to by those indemnified.

20. ACKNOWLEDGMENTS, WARRANTIES AND UNDERTAKINGS

20.1 Council’s Acknowledgements
The Council acknowledges and agrees that the Territory will not be responsible or liable for:

(a) any claim by a contractor against the Territory or the Council for payment or extensions of time including any liquidated damages, or for any delay suffered or incurred by the Council in respect of the progress or completion of the Project or any part of it; or

(b) the performance of any matter or obligation of the Council under this Agreement, the time taken or costs incurred in performance of any such obligation.

20.2 Council’s Warranties

(a) The Council warrants to the Territory that:
   (i) the Council has obtained independent legal advice about the nature, effect and extent of this Agreement, or has been given the opportunity to seek independent legal advice about the nature, effect and extent of this Agreement but has chosen not to do so;
   (ii) the Territory by its officers, employees, contractors and agents has not made any promise, representation or inducement or been party to any conduct which is material to the entry into this Agreement other than as set out in this Agreement; and
(iii) the Council is aware that the Territory, its officers, employees, contractors and agents are relying on these warranties in entry to and performance of this Agreement.

21. NOTICES

21.1 Form and Service of Notices

Any notice, approval, consent, demand or other communication required or permitted to be given under this Agreement must be in writing and given in one of the following ways:

(a) by hand delivering to the relevant person; or
(b) by sending a letter through registered mail to the relevant address for service.

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

21.2 Receipt of Notices

A notice given under clause 21.1 is deemed to be given, in the case of:

(a) hand delivery, immediately on delivery; and
(b) registered mail, on the third Business Day after posting.

but if such delivery or receipt is later than 4.00pm (addressee’s time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

22. GST

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

(b) The parties acknowledge that where funding is provided by one Government or Government department or instrumentality to another government or local government body, such funding is generally a supply exempt from GST.

(c) Notwithstanding sub-clause (b), if the Funding provided under this Agreement is determined to be a taxable supply under the GST Act, then the Funding is inclusive of GST, with GST calculated using the GST Rate at the Date of this Agreement, and therefore the Territory will not be liable to pay the Recipient any additional amounts, over and above the Funding, for any GST incurred by the Recipient when the Recipient receives the Funding.

23. INTERVENING EVENT

23.1 Meaning of Intervening Event

For the purposes of this clause 23, Intervening Event means an event or circumstance not within the reasonable control of a party and which, by the exercise of due diligence and the level of skill generally applicable to a reasonable and prudent person, that party is unable to prevent or overcome including:

(a) riot, revolution or civil commotion;
(b) cyclones, tidal waves, tidal surges, earthquake, flood, fire or other physical natural disaster or actions of the elements;
(c) strikes, industrial disputes; and
(c) war, acts of terrorism.

23.2 Effect of Intervening Event

(a) Performance of obligations under this Agreement is suspended during, and periods of time under this Agreement for the performance of obligations are extended by, the time and to the extent that such performance is prevented, wholly or in part, by an Intervening Event.

(b) A party which is, by reason of an Intervening Event, prevented, wholly or in part from performing any obligation or condition required by this Agreement to be performed must:

(i) notify the other party as soon as possible of full particulars of the event or circumstance of the Intervening Event including:
   A. the date of commencement of the event or circumstance of the Intervening Event and an estimate of the period of time required to enable it to resume full performance of its obligations;
   B. where possible, the means proposed to be adopted to remedy or abate the Intervening Event: and
   C. the nature and extent of the obligations affected by, or other consequences of the Intervening Event:

(ii) use all reasonable diligence and employ all reasonable means to remedy, mitigate or abate the Intervening Event as expeditiously as possible;

(iii) resume performance as soon as possible after termination of the Intervening Event or after the Intervening Event has abated to an extent which permits resumption of performance;

(iv) notify the other party when the Intervening Event has terminated or abated to an extent that permits resumption of performance to occur; and

(v) notify the other party when resumption of performance has occurred.

(c) If:

(i) a party has invoked the operation of this clause 23; and

(ii) the same Intervening Event prevents or inhibits performance of any obligation or condition required to be performed under this Agreement for a period of three months,

then either party may terminate this Agreement by one month’s notice and, unless there has been a cessation of the Intervening Event, this Agreement will automatically expire upon the expiry of that one-month notice period.

24. GENERAL

24.1 No Merger

Notwithstanding the termination or sooner expiry of this Agreement, all provisions of this Agreement which are capable of taking effect after termination or sooner expiry shall continue to remain in full force and effect.

24.2 Governing Law

This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory at Darwin have jurisdiction to entertain any action in respect of, or arising out of, this Agreement.
24.3 Warranties
The parties warrant that they are each properly established and constituted at law, and have power and authority to enter into this Agreement.

24.4 No Assignment
A party may not transfer to any person any of the party's rights or obligations under this Agreement unless that party has been given written approval to do so from the other party.

24.5 Entire Agreement
This Agreement constitutes the entire agreement between the parties, and overrules any previous agreement or understandings between the parties in relation to its subject matter.

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

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

24.8 Waiver
(a) This Agreement and the rights and obligations set out in this Agreement will not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession by one party to another party or to any other person whomsoever or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of a party or by any omission or neglect or any other dealing, matter or thing which, but for this clause could or might operate to abrogate, prejudice or affect the rights of a party or obligations of a party.

(b) Waiver of any provision of or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.

(c) Time is of the essence for all obligations under this Agreement.

24.9 Costs and Stamp Duty
The parties will each pay their own costs of and incidental to the negotiations for and the preparation and execution of this Agreement.

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

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

24.12 Compliance with Laws
The parties will comply with all laws in force in the Northern Territory from time to time.

24.13 Legal Nature of Agreement
(a) The parties agree that they intend for the terms and conditions of this Agreement to be legally binding on each party and for each party to be bound to comply with its terms.
(b) Each party acknowledges and agrees that it has sought its own independent legal advice and enters into this Agreement willingly and with the understanding of their respective obligations.
EXECUTION

Executed by the parties as an Agreement:

EXECUTED for and on behalf of the
NORTHERN TERRITORY OF AUSTRALIA by
the Chief Executive Officer, Department of
Infrastructure, Planning and Logistics pursuant
to a delegation under the Contracts Act in the
presence of:

Signature

Signature of Witness

Name of Witness

EXECUTED for and on behalf of THE TIWI
ISLANDS REGIONAL COUNCIL by its duly
authorised delegate the Chief Executive Officer
in the presence of:

Signature

Name of Witness

Signature of Witness

Name of Witness
### SCHEDULE 1 ITEMS

<table>
<thead>
<tr>
<th>Item</th>
<th>Clause Reference</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1: Site</td>
<td>1.1 (l)</td>
<td>The area/s within the parcel of land labelled on the plan annexed to this Agreement being land granted pursuant to the Aboriginal Land Rights (NT) Act and owned by the Tiwi Aboriginal Land Trust.</td>
</tr>
</tbody>
</table>
| Item 2: Description of Project | 1.1 | The works will:  
- Improve access between the major communities that provide essential services such as medical, educational, police and food stores;  
- Reduce accidents by improving the overall safety of the roads;  
- Reduce travel time for all road users;  
- Improve opportunities for industries on the Tiwi Islands (such as timber plantations, construction and tourism);  
- Improve access to the Tiwi College at Pickertaramoor;  
- Continue development with new and existing plantation areas requiring access for fertilising, spraying, environmental care and the prevention and fighting of fires.  

The principles of design for the road upgrades focus on improving the flood immunity of the road pavement by lifting the road level above natural surface and by installing transverse drainage structures where required. |
| Item 3: Funding | 1.1 (l) | $5 000 000 (GST not applicable) |
| Item 4: Council’s Bank Account | 3.1 | Name: Tiwi Islands Regional Council  
BSB:  
Account: |
| Item 5: Representatives | 6.1  
6.2 | Council’s Representative: General Manager Infrastructure  
Territory’s Representative: Project Director Civil Delivery |
ANNEXURE 1 - PLAN

MELVILLE ISLAND owned by the Aboriginal Land Trust

Floodplain section along Pirlangimpi
Access Road shown in green
Peru Road Enige is located approximately 5km from Threeways

Threeways intersection

Pirl Road Bridge

Yarralfuto Yagilga Forestry Centre
Deed of Variation in relation to Community Child Care Fund

1. Date
This Deed is made on 27 June 2019.

2. Parties
This Deed is made between:

1. The Commonwealth, as represented by Department of Education ABN 12 862 893 150 (the ‘Commonwealth’); and
2. Tiwi Islands Regional Council ABN 61 507 431 031 (the ‘Grantee’).

3. Context
A. The Parties entered in an agreement on 28 August 2018 under which the Commonwealth gave a grant of $486,189.00 including $430,189.00 in sustainability funding and $56,000.00 in minor capital funding to the Grantee for Jirrnani Child Care Centre and Pirlangimpi Creche (the ‘Agreement’)
B. The Parties entered in a variation agreement on 19 December 2018 under which the Commonwealth gave a grant of $196,975.00 in sustainability funding to the Grantee for Milikapiti Creche (the ‘Agreement’)
C. The Parties have agreed to amend the Agreement on the terms and conditions contained in this Deed.

4. Amendments
With effect from 27 June 2019, the Agreement is amended as follows:

Delete section C. Duration of the Grant and replace with:

C. Duration of the Grant
The Activity starts on 2 July 2019.

The Activity (other than the provision of any final report) ends on 30/9/2019 which is the Activity’s Completion Date.

The agreement ends on 31/01/2020.

Delete section D. Payment of the Grant and replace with:

D. Payment of the Grant
The total amount of the Grant is $1,025,860.00 (GST exclusive), including $969,860.00 in sustainability funding and $56,000.00 in minor capital funding to the Grantee for Jirrnani Child Care Centre, Pirlangimpi Creche and Milikapiti Creche (the ‘Agreement’).
Delete section D.1 Milestones and Funding Table and replace with:

### D.1 Milestones and Funding Table

<table>
<thead>
<tr>
<th>Description of Milestone or payment (if applicable)</th>
<th>Anticipated date</th>
<th>Amount (excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First sustainability payment:</strong> 50 per cent of 2018-19 sustainability funding subject to execution of grant agreement.</td>
<td>August 2018</td>
<td>$215,094.50</td>
</tr>
<tr>
<td>2018-19 Activity Budget. Please refer to Item E.1.</td>
<td>31 August 2018</td>
<td>N/A</td>
</tr>
<tr>
<td>Minor Capital Project Work Plan. Please refer to Item E.2.</td>
<td>31 August 2018</td>
<td>N/A</td>
</tr>
<tr>
<td>Minor Capital Payment: 100 per cent of 2018-19 minor capital funding.</td>
<td>September 2018</td>
<td>$56,000.00</td>
</tr>
<tr>
<td>Second sustainability payment: 25 per cent of 2018-19 sustainability funding.</td>
<td>October 2018</td>
<td>$107,547.25</td>
</tr>
<tr>
<td>Income and Expenditure Statement for the period 1 October 2018 to 31 December 2018/ Please refer to Item E.3</td>
<td>18 January 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Provision of the report of the Tiwi Islands Regional Council's internal review of child care services</td>
<td>31 October 2018</td>
<td>N/A</td>
</tr>
<tr>
<td>Compliance and Operations Report. Please refer to Item E.4.</td>
<td>31 March 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Working with Children documentation. Please refer to Item E.4.</td>
<td>31 March 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Income and Expenditure Statement for the period 1 January 2019 to 31 March 2019. Please refer to Item E.3</td>
<td>12 April 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Third sustainability payment: 25 per cent of 2018-19 sustainability funding.</td>
<td>April 2019</td>
<td>$107,547.25</td>
</tr>
<tr>
<td>Additional Sustainability payment</td>
<td>June 2019</td>
<td>$108,923.00</td>
</tr>
<tr>
<td>2018-19 Financial Report. Please refer to Item E.5.</td>
<td>31 October 2019</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total Amount**                                                                                   | $595,112.00            |

<table>
<thead>
<tr>
<th>Description of Milestone or payment (if applicable)</th>
<th>Anticipated date</th>
<th>Amount (excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milikapiti Crèche</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>First sustainability payment:</strong> 50 per cent of January to June 2019 sustainability funding subject to compliance with the requirements of this grant agreement.</td>
<td>January 2019</td>
<td>$98,487.50</td>
</tr>
<tr>
<td>January to June 2019 Activity Budget. Please refer to Item E.1.</td>
<td>28 February 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Compliance and Operations Report. Please refer to Item E.4.</td>
<td>31 March 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Working with Children documentation. Please refer to Item E.4.</td>
<td>31 March 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Income and Expenditure Statement for the period 1 January 2019 to 31 March 2019. Please refer to Item E.3</td>
<td>12 April 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Second sustainability payment: 50 per cent of January to June 2019 sustainability funding.</td>
<td>April 2019</td>
<td>$98,487.50</td>
</tr>
<tr>
<td>January to June 2019 Financial Report. Please refer to Item E.5.</td>
<td>31 October 2019</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total Amount**                                                                                   | $196,975.00            |

Deed of Variation in relation to Community Child Care Fund Program
<table>
<thead>
<tr>
<th>Description of Milestone or payment</th>
<th>Anticipated date</th>
<th>Amount (excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jirrani Child Care Centre, Pirlangimpi Crèche, and Milkapati Crèche Year 2 - 2019-20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First sustainability payment: 50 per cent of 2019-20 sustainability funding subject to execution of grant agreement.</td>
<td>July 2019</td>
<td>$116,886.50</td>
</tr>
<tr>
<td>Second sustainability payment: 50 per cent of 2019-20 sustainability funding.</td>
<td>30 September 2019</td>
<td>$116,886.50</td>
</tr>
<tr>
<td>2019-20 Financial Report. Please refer to Item E.5.</td>
<td>31 January 2020</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td></td>
<td><strong>$233,773.00</strong></td>
</tr>
</tbody>
</table>
Deed of Variation

Delete section D.2 and replace with:

D.2 Subject to the Grantee's compliance with this Agreement, the Commonwealth will pay the amount of Funding specified for each service in the following funding tables.

**Year 1 - 2018-19 Funding Table**

<table>
<thead>
<tr>
<th>Service name</th>
<th>Sustainability Funding</th>
<th>Additional Sustainability Funding (if applicable)</th>
<th>Minor Capital Funding</th>
<th>Total Funding 2015-20 (exclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jinnum Child Care Centre</td>
<td>$183,254.00</td>
<td>$73,866.00</td>
<td>$56,200.00</td>
<td>$413,320.00</td>
</tr>
<tr>
<td>Potangompi Creche</td>
<td>$146,635.00</td>
<td>$74,937.00</td>
<td>$54,872.00</td>
<td>$377,444.00</td>
</tr>
<tr>
<td>Millkapiti Creche</td>
<td>$196,975.00</td>
<td></td>
<td></td>
<td>$196,975.00</td>
</tr>
</tbody>
</table>

* Sustainability funding comprises funding for operational activities, sustainability support, community support and other activities to increase indigenous children's participation. Please refer to item 5.3.1.

**Year 2 - 2019-20 Funding Table**

<table>
<thead>
<tr>
<th>Service name</th>
<th>Sustainability Funding</th>
<th>Additional Sustainability Funding (if applicable)</th>
<th>Minor Capital Funding</th>
<th>Total Funding 2015-20 (exclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jinnum Child Care Centre</td>
<td>$89,817.00</td>
<td></td>
<td>$89,817.00</td>
<td>$89,817.00</td>
</tr>
<tr>
<td>Potangompi Creche</td>
<td>$45,866.00</td>
<td></td>
<td>$45,866.00</td>
<td>$45,866.00</td>
</tr>
<tr>
<td>Millkapiti Creche</td>
<td>$88,488.00</td>
<td></td>
<td>$88,488.00</td>
<td>$88,488.00</td>
</tr>
</tbody>
</table>

* Sustainability funding comprises funding for operational activities, sustainability support, community support and other activities to increase indigenous children's participation. Please refer to item 5.3.1.
Deed of Variation

5. Entire agreement and interpretation

5.1 The parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.

5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.

5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.
Deed of Variation

6. Signatures
Executed as a deed:

Commonwealth:

| SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by Department of Education and Training ABN 12 862 898 150 |
| Name: (print) |
| Position: (print) |
| Signature and date: |

| In the presence of: |
| Witness Name: (print) |
| Signature and date: |

Grantee:

| SIGNED, SEALED AND DELIVERED by: |
| Full legal name of the Grantee: |
| Tiwi Islands Regional Council ABN 61 507 431 031 |
| Public Officer’s Name: |
| (print) |
| Signature and date: 29/4/19 |
| Committee Member/Secretary Name: |
| (print) |
| Signature and date: 27/8/20
Dear Mrs Rowland

RE: Variation of Contract DCFD2017/2106 – Youth Diversion Programs

I refer to Service Agreement Funding Contract DCFD2017/2099 executed on 9 June 2017, for a total funding amount of $223,108 (GST exclusive), which is due to expire on 30 June 2019.

On 29 March 2019, your organisation was contacted by Territory Families with an offer of extension of your Contract for six months from 1 July to 31 December 2019. Your organisation responded via email agreeing in principle to support the extension on 29 March 2019.

This letter seeks your approval to vary the Contract in accordance with Part B – Funding Contract Terms and Conditions – Clause 7(a). The variation includes the changes to Part A – Service Agreement Funding Contract as detailed below:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>Terms of the Contract</td>
<td>Extension to contract from 1 July 2019 to 31 December 2019</td>
</tr>
<tr>
<td>5.1</td>
<td>Funding</td>
<td>$112,668 (excl. GST, plus indexation)</td>
</tr>
<tr>
<td>5.2</td>
<td>Funding</td>
<td>The Territory Government will release funding in accordance with Table 1 Attachment A, subject to the ESP remaining compliant with the Terms of the Contract.</td>
</tr>
<tr>
<td>6</td>
<td>Milestones and Acquittal Schedules</td>
<td>Reporting Requirements. Refer to Table 2 Attachment A</td>
</tr>
</tbody>
</table>

Territory Families acknowledges that indexation has not as yet been included in the total amount of funding for this variation. Territory Families are committed to providing you with the appropriate indexation applicable to your grant, which will be inclusive of the new CPI rates, efficiency dividend and Equal Remuneration Order (if relevant). Territory Families will be in contact with your organisation over the next few weeks to provide the details of the indexation applicable to your grant.

Should you wish to accept this offer, please complete and sign the acceptance details on Page 3 and return via email to TF_YouthCommunityPrograms@nt.gov.au by Close of Business, Friday 28 June 2019.
Should you have any queries in relation to this letter please contact Manager Programs, Ms Karen Kinnersley on 08 8922 7185 or email TF_YouthCommunityPrograms@nt.gov.au.

Yours sincerely,

Brent Warren
General Manager
Youth Justice

June 2019
Variation of Contract DCFD2017/2106 – Youth Diversion Programs

We accept the variation to this agreement for the following:

This variation includes the following changes to Part A – Service Agreement Funding Contract:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Terms of the Contract</td>
<td>Extension to contract from 1 July 2019 to 31 December 2019</td>
</tr>
<tr>
<td>5.1</td>
<td>Funding</td>
<td>$112,665 (excl. GST, plus indexation)</td>
</tr>
<tr>
<td>5.2</td>
<td>Funding</td>
<td>The Territory Government will release funding in accordance with Table 1 Attachment A, subject to the ESP remaining compliant with the Terms of the Contract.</td>
</tr>
<tr>
<td>6</td>
<td>Milestones and Acquittal Schedules</td>
<td>Reporting Requirements – Refer to Table 2 Attachment A</td>
</tr>
</tbody>
</table>

All other terms and conditions remain unchanged.

Name: [Signature]

Position: CEO

Signature: [Signature]

Date: 31/12/19
### Table 1 - Clause 5.2 - Funding

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Amount to be released</th>
<th>Requirement for release</th>
<th>Anticipated Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>70%</td>
<td>Receipt of signed Variation letter.</td>
<td>July 2019</td>
</tr>
<tr>
<td>2</td>
<td>30%</td>
<td>The ESP must lodge with Territory Families all reports listed in the Milestones and Reporting schedule.</td>
<td>October 2019</td>
</tr>
</tbody>
</table>

### Table 2 - Clause 6 - Milestones & Acquittals

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date on or before</th>
<th>Report Name</th>
<th>Submit to Whom</th>
<th>Payment subject to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>2nd Friday of each month</td>
<td>Monthly Data Collection</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July 2018 to 30 June 2019</td>
<td>31 October 2019</td>
<td>Audited Financial Statement</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July 2018 to 30 June 2019</td>
<td>31 July 2019</td>
<td>Income and Expenditure</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 April to 30 June 2019</td>
<td>19 July 2019</td>
<td>3 month Performance Report</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July to 31 December 2019</td>
<td>21 January 2020</td>
<td>6 month Performance Report</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
<tr>
<td>1 July to 31 December 2019</td>
<td>31 January 2020</td>
<td>Income and Expenditure</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
<tr>
<td>1 July 2019 to 31 December 2019</td>
<td>31 October 2020</td>
<td>Audited Financial Statement</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
</tbody>
</table>

The format of the Monthly Data Collection and 5 month Performance Report will be finalised and sent to providers by no later than 1 July 2019.
REPORTS FOR INFORMATION

ITEM NUMBER 7.2
TITLE Infrastructure EoM Report - June 2019
REFERENCE 227237
AUTHOR Chris Smith, General Manager Infrastructure

Infrastructure report to Council for the month of June 2019, covering town services in Wurrumiyanga, Pirlangimpi and Milikapiti, civil works, workshops, fleet, interisland ferry and outstations.

BACKGROUND

At the end of another financial year, the new Infrastructure team can look back on our achievements for the year. The new team was in place by October and since then we have:

- Completed the Picker Rd job
- Supplied a rubbish truck for Milikapiti
- Finished the Milikapiti Oval Stage 1 and started Stage 2
- Completed the tender for a new grader which is now working on our roads
- Completed the ferry tender and the ferry is now being constructed in Darwin
- Achieved compliance on all our airstrips
- Got up to date with all Outstations invoicing and claimed over $200,000 in invoices
- Made significant repairs to our Civil plant
- Airport Reporting Officer Training completed in November
- Survey completed for the interisland ferry

1. Service Delivery Bathurst Island

1.1.1 Events

Chief Minister and Cabinet BBQ
- Community cleanup prior involving all stake holders and TIRC Staff
- BBQ event held at the Foreshore

Territory Day Fire Works
- Town Services helped with preparation in the weeks prior, as well as participating in logistics of the day.

1.1.2 Training

Manager Town Services has organized upcoming training:

1. Coxswain 2 Near Coastal (MAR10418)
   - Funding sourced from Department of Trade, Business and Innovation NT
   - Training scheduled mid July

2. Truck license (Medium Rigid, Heavy Rigid, Heavy Combination)
   - Funding sourced from Centre for Appropriate Technology Ltd (CFAT)
   - Discussions ongoing with details to be confirmed

1.1.3 Parks and Gardens

- Left over grant funding from 2017-18 was compiled into one lump sum and approved for purchasing a new zero turn ride-on mower. A suitable mower has been ordered and scheduled for arrival early July 2019.

- Council responsible areas have been maintained accordingly

- Slashing and mowing of parks and public areas have been caught up in preparation for fire safety

- Intersections/corners with high grass have been targeted to create safer conditions for pedestrians
1.1.4 Waste Management

**Sucker Machine**
- Motor issues are being investigated (out of service for 13 weeks)
- A more robust hose has been sourced and will be purchased July.

**Garbage Truck**
A stable Waste Collection Crew and established strategies implemented, continue to see improvement in this service.
- Preventative maintenance routinely conducted on Wednesdays. Laminated check list provided to ensure all maintenance tasks are executed
- Laminated check list of major waste collection points provided to ensure all bins are emptied

**Wheelie Bins**
- Numerous bins have been replaced within the community upon request and payment.
- Lid and wheel repairs have been conducted on an opportunistic basis
- In order to help reduce dog induced litter, rope and latch systems have been installed in problematic areas and at individual lots upon request.
- Community events are serviced with temporary bins. Funerals are permanently serviced by 5 bins provided to the Church.

Bin posts for Kerinaiua Hwy are being investigated upon the request of Local Authority. This will cover:
- Residential
- Club
- NUA area
- 2 separate card rings
- Red Cross
- Church

**10c Recycling Facility**
A report has been completed to conceptually outline the process and feasibility:
- A 10c Recycling facility would be financially feasible
- Accurate estimates of capital expense required to start the facility needs to be investigated
- SeaSwift has agreed to waver all freight charges associating the 10c recycling scheme
- Discussions regarding licensing options with NT EPA are ongoing
- All three Can crushers are being compiled in Wurrumiyanga to assess repairs and suitability for service
- July 2019, Ram Can representatives are visiting Wurrumiyanga to assess the machinery free of charge.

**Other Recycling**
SeaSwift has agreed to waver all freight charges associating recycling streams transported off the island to Darwin. Recycling companies have been organized to transport recycling streams from the SeaSwift yard:
- Pallets of batteries stacked two layers high are sold to Darwin Recycling Pty Ltd or Sell and Parker, providing TIRC income. Batteries from the Workshop and community hard rubbish are being palletized for future sales.

- Bulk waste oil >1000L can be removed at a cost of 16 cents per L by NT recycling solutions. Workshop has a portable 5000L capacity waste oil tank that will cost $800 to dispose of when full. The 5000L vessel is scheduled for emptying July 19.

- E-Waste disposal options are being progressed with NT recycling solutions

**Landfill**
- Segregation bays for scrap metal, white goods and hazardous waste will be implemented as soon as a clear flat area is established after rehabilitating legacy pits

- All major contactors should at pay fees based on estimated waste generated. Discussions ongoing

- Deceased animals have been safely transported to the tip and covered when required

1.1.5 *Swimming Pool*
- Pool quality maintained at optimal conditions

- Grass has been cut when required

- Pool usage has progressed to incorporate more of the community, facilitating adult swimming sessions and training programs

**Future works**

Viking Swimming Pools and Pool Werx have provided quotes to repair the pool leak and provide a lighter colored surface:
- Project would cost $150,000 to $300,000 which requires the tender process if Council secure funds and wish to progress
- SPGs and other avenues of funding are being investigated

Chlorinator system needs investigating to ascertain capital expenditure required to repair. This would automate the dosing process and enhance efficiency and quality control.

1.1.6 *Streetlights*
- 5 street lights on the main street have been replaced, and one in Forestry. Funding within the street light budget was used. Contractor utilized had existing work on the island, which saved the council mobilization costs

1.1.7 *Other allocated work*

Various job cards have been completed in a timely manner, including furniture transporting, yard cleaning and vegetation clearing.

1.2. Inter-Island Ferry (Boat Shed)

Service ran smoothly with no interruptions.
- New mooring rope installed

- New motor installed on passenger tinny, funded by a warranty claim

- Repairs to the wear plate scheduled July 2019

1.3. Aerodrome

- Daily inspections have been conducted with no major issues identified
- Slashing and mowing is up to date

- Clearing trees on the transition sides was previously scheduled for future works (30 m clearance either side of boundary fence). Recent findings from both AMS and CASA may require said clearance to extend up to 70m, requiring significant expenditure. One option to avoid this and remain compliant is to downgrade the aerodrome from a Category 3 to Category 2.

- The Northern approach to airport runway requires additional clearing of trees infringing on the TODA gradient, as identified by surveyors after the airport upgrades.

1.4. Civil Works

**Routine town maintenance**
- Various pot holes have been patched up around the community
- The dump has been routinely pushed up and maintained using the Loader. D6 dozer out of service for last 13 weeks

**Routine regional maintenance**
- Grading to Ranku 90% complete
- Loader works scheduled to create new access track into Mrinto Beach

**Clearing drains in Wurrumiyangga**
- Excess fill from drain clearing have been transported to the dump and incorporated into the earthwork operations

**Landfill Project**
- Earthworks to date have started to rehabilitate legacy pits, and begin reconfiguring the site for new operations
- Civil crews have been trained to conduct the new environmentally improved operations of the landfill

**Foreshore Drainage Project**
- Drainage formation complete
- Final level and gradient complete
- Beautification work scope and delivery method being investigated.

1.5. Outstations

1.5.1 **Overview**

- Relationship with NTG continue to grow due to communication and very high commitment by all TIRC employees.
- May invoice approved and paid to TIRC.
- MES funding utilised in full for the first time since being placed on an invoicing system.
- June invoice being finalised for submission July. Any surplus in HMS funds will be utilised by scheduled works established in the 18/19 financial year. All available funding streams will be exhausted to capitalise income for TIRC.
- The previous financial year (2017/2018) has been reconciled and approved by NTG for payment. Previous invoice was not up to standards and did not capture all works/expenses.
- HEA 2018/2019 have been approved
- HEA 2019/2020 will be available for new applications 1/07/19 onwards.

**MES SPG submitted for 2018/2019 (approval pending)**
1. Multi-purpose spray trailer
2. Outstations Vehicle
3. Paru water upgrade
4. Ranku sewer ponds upgrade
5. Melville Island generator upgrade
6. Buffalo proof fencing around bores (Melville Island)
7. Bore maintenance program (Melville Island)
8. Fire break following power lines from Ranku power station to community.

An application has been submitted (ABA funded project) to upgrade Ranku power station.
An application is being developed for ABA funding to improve Ranku water supply.

**1.5.2 Ranku**

**Power**
NUMBER 1 (Hino Generator)
- Online and operating
- 3/7/19 Outstation officers responded to a power outage, rectifying the issue within 2hrs of being notified
- Two outages to date since 17/4/2019

NUMBER 2 (Perkins Generator)
- Offline due to bad oil leak

Power line clearing from power station is at 75% completed. Completion scheduled by the end of July 2019, depending on new NTG funding approval.

**Slashing/Mowing**
- Slashing and Mowing completed

**Water**
- Reported water leaks and repairs progressing
- New bore required based on historical issues. ABA application being developed

**Future Projects**
- Upgrade Generators & Power stations
- Sewer Ponds Upgrade
- Street Lighting Upgrade
- Graded Fire Break
- Rodent & Pest Control
- Graded fire breaks
- Grade outstation roads

**HMS (Housing Maintenance Services)**
- All building resources and funding have been exhausted to complete repairs on houses for the returned residents.
- Correspondence with NTG are ongoing regarding refurbishing houses, subject to additional funding approval.

1.5.3 Paru

Power
- Off-grid Electrical was contracted to complete audits and reports on solar system for strategic future upgrades

Slashing/Mowing
- Slashing completed in preparation for fire season

Water
- Fire damage to the water pipe has caused water outages. Issues are ongoing and rectified with urgency when reported.

HMS (Housing Maintenance Services)
- Pest control works completed by Flick Pest Control for the 3 houses funded in the NTG contract.

Future Projects
- MES SPG to clear all dangerous trees around Paru scheduled mid July
- Bore pump access platform on creek
- Graded fire breaks (MES)
- Grade access roads (MES)
- Painting lot 7 outside (HMS)
- New boundary fence for Lot 1 (HEA)
- New front fence and gates for Lot 7 (HEA)

1.5.4 Four-Mile

Power
- No outages

Slashing/Mowing
- Slashing completed in preparation for fire season

Water
- No outages

HMS (Housing Maintenance Services)
- Pest control works completed by Flick Pest Control for the 3 houses funded in the NTG contract.

Future Projects
- MES SPG to remove dangerous trees around 4-Mile scheduled mid-July
- Graded fire breaks (MES)
- Grade outstation roads (MES)

1.5.5 Pitjamirri

Power
- No outages

- Off-grid Electrical was contracted to complete audits and reports on solar system for strategic future upgrades

Slashing/Mowing
- Slashing completed in preparation for fire season

Water
- Water upgrades have improved water pressure (No Outages)

**HMS (Housing Maintenance Services)**
- Pest control works completed by Flick Pest Control for the 3 houses funded in the NTG contract

**Future Projects**
- Installation of water treatment has progressed to the next level (MES)
- Installation of elevated tank platform and safety ladder (MES SPG)
- Grade access roads (MES)

**1.5.6 Takapimiliyi**

**Power**
- No outages
- Off-grid Electrical was contracted to complete audits and reports on solar system for strategic future upgrades

**Slashing/Mowing**
- Fire mitigation and slashing to commence
- Graded fire break to be completed by end of July 2019

**Water**
- No outages

**HMS (Housing Maintenance Services)**
- Pest control works completed by Flick Pest Control for the 3 houses funded in the NTG contract.

**Future Projects**
- Upgrade patio eves Lot 1 Lot 2 (HMS)
- Installation crim safe security screens Lot 1 Lot 2 (HEA)
- Graded fire breaks (MES)
- Grade access roads (MES)

**1.5.7 Condor Point**

**Power**
- No issues

**Slashing/Mowing**
- Whipper snipper works completed. Strategic burn off from residents ongoing. Slashing could not be completed due to sorry business restricting access until June19.

**Water**
- New water tank and piping system installed. Descaling of bore required for future works. Water supply currently satisfactory after new system installed.

**Future Projects**
- Grade access track (MES)
- Graded Fire Break (MES)
Ordinary Meeting

24 July 2019

- Rodent & Pest control (HMS)
- Solar inspection (MES)
- Repairs to Infrastructure (HEA)

2. Service Delivery Melville Island

Town Services/Aerodrome/Civil Works/

2.1 Milikapiti

2.1.1 Town Services
- Garbage compactor truck has been completing garbage collection twice weekly.
- Stage 2 Milikapiti Oval, we have received the final design from our consultant for the oval extension.
- Oval irrigation controller has been installed for the oval extension and just need to be commissioned.
- Loader is still having issues with the hydraulic pump.
- General township clean-ups have been done also throughout this month.
- TITEB have cleared the cemetery of all the undergrowth and have also cleared some car parks.
- Workshop area has been cleaned this month and will continue regularly.
- Waiting for the delivery of the shade structures and have ordered another 6 grandstands.
- Backboard for the scoreboard has arrived and is currently being painted ready for installation.
- Airport runway strip slashing needs to be completed once slasher is repaired.
- MLA LED street lighting has been completed, 20 LED lights were installed throughout the community.

2.1.2 Airports:
Inspections are carried out every morning by TIRC AROs at each aerodrome for Serviceability Inspection Field checklist sent to Project Manager and Finance at the end of Month.

Maintenance:
Airport aprons slashed, mowed and whipper snip around gables and lights.

2.2 Melville Island Civil Works:
- Repaired turntable and one new air bag has been installed on the Mack truck but now having issues with air leaks.
- Bluewater road has been graded in readiness for the works
- Vibrator Roller has had new engine installed and waiting to be commissioned.
- 21t excavator has been mobilised to Kilumbini gravel pit and side tipper has been carting gravel for Bluewater road.
- Waiting for parts for the Pirli loader to be repaired which has been 5 months.
- We have accepted Flanagan Consultancy for the design of Bluewater road upgrade and they are currently completing the design.

2.3 Pirlangimpi

2.3.1 Town services
- All rubbish collections completed twice a week as scheduled.
- Daily collection of litter conducted around town, beach area and swimming pool.
- Town Service and Civil workers have been clearing there workshop on a weekly basis as there is a lot of useless clutter that needs to be removed, this is so they can utilise this workshop to its full potential.
• Goalpost have arrived for the Pirli Oval and should be installed in July.
• Waiting for the variation of funding for the Pirlangimpi Pool.
• Proposal for the old camp toilet block has been completed and are waiting for lease holders approval to continue the refurbishment.

2.4 Outstations
• Various works at Condor Point have been completed which includes the installation of 2 water tanks, which will improve the water pressure.
• Waiting for the fabricators quote on the Paru Pontoon.

2.5 Summary
Having issues with plant being repaired still, this hold up any progress on any works. TITEB workers have cleared Mili and Pirli Cemetery and will continue monthly garden maintenance. Roads across Melville Island are in good condition and we will start to grade outstation roads. Plantation Partners have been maintaining the roads from Pirlangimpi to Pickatarmoor Plantation.

2.6 Meetings
Weekly managers meetings are being held to ensure the continual improvement of TIRCs services. MLA meeting this month and members have asked the shire services manager to investigate the installation of traffic management around the community. Ie speed humps and street signs.

3.0 Fleet and Buildings Services

3.1 Fleet
June has been a busy month for the workshops and Fleet.

Milikapiti workshop has been completing steady work. The new mechanic has gotten most of the Plant Equipment running which includes the backhoe, roller and loader which are needed to complete works on the Bluewater road job. The mechanic has also been completing a lot of private work when time permits.

Wurrumiyanga workshop is making progress in clearing some backlog. The mechanic has organized the office and workshop to help streamline work. We are making progress with repairs to outstanding fleet jobs which will bring more vehicles back into the fleet.

Pirlangimpi workshop has been steadily completing jobs for the council and other organisations. Work has been carried out to plant and fleet but there is still a big backlog of outstanding work.

3.2 Tender for ferry
The build of the ferry is progressing and the date of completion should be around November.

3.3 Fuel

Wurrumiyanga – ULP – 1945 L
- Garbage Truck – 768.14 L
- Outstations – 263.42 L
- Civil Works – 1235.47 L
- Town Services – 1814.82 L
- Workshop – 115.30 L
- Night Patrol – 327.57 L
- Infrastructure – 209.12 L
- Housing – 557.56 L

Pirlangimpi –
- Civil Works – 1212 L
- Town Services - 258 L
- Housing – 44 L
- Night Patrol – 213 L
- Infrastructure –269 L
- Workshop –79 L
- Childcare – 51 L

Milikapiti  – 461 transactions with a value of $26,341.30

Diesel - $20,036.82
ULP     - $6,304.48

See attached reports for Civil works and Town services fuel card usage.

3.4 Accommodation

<table>
<thead>
<tr>
<th>Location</th>
<th>Bookings</th>
<th>Fully Booked</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wurrumiyanga Motel</td>
<td>4</td>
<td>1</td>
<td>All rooms reserved for staff</td>
</tr>
<tr>
<td>Wurrumiyanga Contractors Qtrs</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Pirlangimpi Contractors Qtrs</td>
<td>5</td>
<td>1</td>
<td>WTD Constructions continued</td>
</tr>
<tr>
<td>Milikapiti Contractors Qtrs</td>
<td>2</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

3.4 Building Services

The painter has been painting at several council houses at Wurrumiyanga. He has painted two houses at four mile camp and continues on with his yearly roster of painting council assets.

The new carpenter has been extremely busy. He has completed a lot of outstanding jobs at Ranku and other outstations. He has been completing a lot of quotes for the upgrades of council assets which we are looking to complete in the coming months.

The Electrician has also been busy with repairs to the child care centers, post offices, Centrelink and other council Buildings. His workload remains high with air conditioning jobs taking up most of his time.

The Plumber is working well and has been utilized by Power and Water and AA electrical for a large number of jobs. He has carried out work to council houses and facilities. Work is being carried out on the Milikapiti oval reticulation systems, schools and pools. He will be moving from Wurrumiyanga to Milikapiti in the coming week.

RECOMMENDATION:

That Council accept this report number 227237 for information.

ATTACHMENTS:
This report is to provide Council members with an update on the activities of the broader finance team. It will cover several main areas being:

- Financial Position & Forecast
- Budget Year ended June 2020
- Year End processing June 2019
- Finance Department Staffing
- Grants and Policy Manager Report

BACKGROUND

FINANCIAL POSITION & FORECAST

We concluded the financial year with a significant surplus to budget, with a combination of higher revenues and lower expenses contributing to the result.

In my April and May report I highlighted that should we be unable to commit or spend the significant amounts expected, our year end position will be very favourable to Budget. This has turned out to be the case.

Further contributing to our surplus was the receipt of $5m in road funding from DIPL. This money must be returned as part of the agreement and will show as an expense item in 2019/2020. Whilst it is neutral for Council, the timing of receipt and repayment either side of June 30, will produce a large surplus in 2018/2019 and likely result in a deficit for 2019/2020, as the $5m expense is repaid.

The budget for 2019/2020 has now been completed and will be loaded into TechOne shortly for reporting of July 2019 results to Council and Managers.

BUDGET YEAR ENDED JUNE 2020

The only item outstanding is for Council to formally endorse the Rates Declaration for 2019/2020. This is included as a separate paper in today’s ordinary council meeting.

YEAR END PROCESSING JUNE 2019

Processing of results for the year ended June 2019 has now commenced. We will be working to the timetable agreed with the auditors and provided to last month’s Council meeting. The tasks being undertaken in the next three months will ensure all funding provider deadlines are met (with respect to audited financial information), along with completion and submission of the annual report by November 15, 2019.

We have a checklist of all funding acquittals due and intend to meet each of the deadlines for submission,
Council entered into a contract with Council BIZ this month for the provision of a Rates Officer and related services. It is not an area where Council has sufficient knowledge and skills, hence it makes sense to have agreement with a provider who does. Council BIZ provides similar services to a number of other Regional Council in NT.

As an aside, we have used Council BIZ services this financial year just ended for both rates, but also in the area of accounts payable and receivable. The services were engaged in July/August 2018 and concluded in March 2019 following the appointment of our Finance Officer. No formal agreement between Council and Council BIZ was signed, however moving forward this has now been formalised with a signed agreement.

Grants and Policy Manager Report

**Staff movements**
David Astalosh - Manager Grants and Policy is on annual leave from 27 June returning to work on 22 July

**New applications**
Application to Prime Minister and Cabinet and ABA to complete works to replace Generator at Ranku. Proposal is to install a smaller generator with smart control board that will switch generators when the load levels change.

**New Variations**
Nil

**New outcomes of funding applications**
- **NT Libraries**
  Five year funding agreement received from NT Libraries. The Department urgently required this to be signed to allow payment in this financial year. TIRC identified an issue with the payment dates, and amended the agreement as per the advice of NT Libraries. All processed and payment RCTI received on 25 June 2019.

- **NTG Energy Efficiency Grants**
  TIRC was successful in our application for $70 545.45 to replace 25 air conditioners in TIRC offices and other facilities with newer more energy efficient units. This project will be delivered by Infrastructure. The locations are determined by the application and will include the office buildings, workshop offices and other high priority locations.

**Approved grants/projects**
- **Sydney University project**
  University students will be on the Tiwi Islands to meet and present their findings to councillors between 8 July and 11 July. The presentations will be organised by Grants and Policy Officer Michael Johnston.

- **Interisland ferry NTG Strategic Infrastructure Fund**
  The contract has been awarded for the new ferry and the ferry is under construction.

- **Milikapiti Oval ABA 2014 - Shire Services Manager Melville Islands**
  is delivering this project in the Infrastructure division. ABA funding agreement ends on 30 June 2019 all activities to be billed to ABA must be completed by 30 June to the new amended budget.

- **TIRC has been advised the new $300,000 agreement from NTG is due to be received by week ending 28 June 2019.**

- **Safer Communities Fund - Commonwealth Department of Industry, Innovation and Science $233,327.20** - Security lights and CCTV. TIRC requested a variation to change the funding agreement to install lights and alarms however this was declined.
Infrastructure has released a new CCTV tender for a total of five locations. The Department has advised after this procurement process they will review the budget allowances for each section of the project - for example a reduction in the amount we can spend on CCTV will allow for an increase in what we can spend on lighting (depending on departmental approval).

Special Purpose Grants (November 2017 SPGs)
Second hand grader - TIRC has acquitted this grant. Infrastructure is preparing quotes for how the underspend could be best used. Waiting to receive quotes on how to spend the surplus funds from Infrastructure then a letter will be sent to the Department.

NTG Special purpose grants (SPGs) April round
Priority 1) Alarms and security screens for staff housing all 3 communities – $279,734.00. Infrastructure is preparing to reissue tender documents for the supply and installation of security screens at all three locations. Tender documents close on Friday 28 June 2019.

Priority 2) Pirlangimpi pontoon – $238,844 - CEO to write to the Department requesting a variation to a new project at Pirlangimpi given new information regarding costs of the proposed pontoon.
Priority 3) Pirlangimpi equipment town services - Council has acquitted this grant. Approval received to spend the remaining $3,000 on other small equipment such as chainsaws at Pirlangimpi. Information forwarded to Melville Shire Services Manager to expend the grant.

NTG Special Purpose Grants 18/19 Round 1: - These funds have been released (as of 10 May). Fleet and Building Services Manager is going through the appropriate procurement stages to expend this grant.
1) SPG Mechanical workshops- $180,246 - Purchase various equipment including: hose container, hoists, tyre changers, wheel aligner, sand blasting cabinet, hydraulic press and plasma cutter for TIRC workshops. Delivery of this program is the responsibility of Infrastructure.
2) Animal management- $89,445 - towards building capacity to deliver animal management program across Tiwi communities. Grants includes funds for staff training in animal management by AMRICC and an animal management vehicle.

Municipal and Essential Services Special Purpose Grants (Homelands SPG)
Funding agreement executed and received by TIRC. Infrastructure and Outstations to deliver the project.
1. Successful for removal of 20 trees at Paru
2. Purchase deliver and install three new septic tanks at Paru
3. Upgrade Solar batteries at Takapimiliyi lots one and two.

NTG Special Purpose Grants
TIRC submitted applications for the below activities:
Priority 1 - Jirnani security upgrade - Successful. TIRC is waiting on the outcome of the Children Services review and then permission from PMC to arrange works for the security upgrades works.

NAIDOC Week
Notified on 3 June - TIRC was successful for $4,880.00 to celebrate NAIDOC week 2019. TIRC is waiting on feedback from PMC to see if we can use the underspends on NAIDOC week from previous years on this year's celebration. This project is being delivered by Community Engagement: The funding agreement requires the below activities:
1. Educational workshop on treaty (focusing on education young people of all skin groups)
2. Local dance shows
3. Culture shows
4. Grand finale spectacular in Wurrumiyanga

NT Major Events Company - TIFL 2020 Grand Final
Funding was granted by NT Major Events Company to support TIRC to create a strategic and operational plan for the 50th Tiwi Grand Final in 2020. This funding must be used to engage a consultant to develop the plans that can then be used to source additional funding.
TIRC to seek interested events specialists by advertising a scope of works and timeline.

Outstanding grant responses

Requested variation to MESSPG to pool unpooled funds for dedicated outstations vehicle.

ISSUES/OPTIONS/CONSEQUENCES

N/A

CONSULTATION & TIMING

N/A

RECOMMENDATION:

That Council receive and note this report number 227238 for information.

ATTACHMENTS:
1  Signed Service Level Agreement 27-06-2019.pdf
SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (the "Agreement") dated this 1st day of July 2019

BETWEEN:

COUNCILBIZ
Of Unit 3, 14 Shepherd St, Darwin, NT 0801

AND

TIWI ISLANDS REGIONAL COUNCIL
2162 Armidale St, Stuart Park NT 0820
PMB 26, WINNELLIE, NT 0822
BACKGROUND
a. Tiwi Islands Regional Council ("the Council") is of the opinion that CouncilBIZ has the necessary qualifications, experience and abilities to provide the services, as described in this Agreement (hereinafter "the Services"), to the Council.
b. CouncilBIZ agrees to provide the Services to the Council on the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS
In consideration of the matter described above, and of the mutual benefits and obligations described in this Agreement, the receipt and the sufficiency of which are hereby acknowledged, CouncilBIZ and the Council (individually the "Party" and collectively the "Parties" to this Agreement) hereby agree as follows:

SERVICES PROVIDED
1. In consideration for the Council paying the fees, and subject to the provisions of this Agreement, CouncilBIZ hereby agrees to provide the Council the following Services:
   a. Rates Processing, including Debt and Overdue Rates Information
   b. Records Management, in relation to 1a.
2. The Services may also include any other tasks, which the Parties may agree on. Additional fees will be paid for additional services.

TIMING OF SERVICES
3. CouncilBIZ will commence providing the Services on 1 July 2019 ("the Agreement Date") and will be effective for the next three (3) years following the Commencement Date.

TERM OF AGREEMENT
4. The Term of this Agreement ("the Term") will commence on the Agreement Date and will remain in full force and effect until 30 June 2022, or such other time as provided in this Agreement.
5. The Term may be extended by written consent of the Parties.

PERFORMANCE OF SERVICES AND EXPECTATIONS
6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
7. The Council expects the following from CouncilBIZ:
   a. To provide services of a high professional standard by qualified and experienced staff whom, as far as reasonably possible, remain involved in performing the Services throughout the Term of the Agreement.
   b. To identify and implement efficiency improvements in carrying out the Services.
   c. To provide proactive support to the Council to enable effective service management.
   d. To provide single point of contact to manage and coordinate the Services and a point of escalation in the event of concerns about Service level.
   e. No functions will be outsourced to a third party to deliver without the prior written consent of the Council.

COUNCIL OBLIGATION
8. The Council must take all reasonable steps to cooperate in good faith with CouncilBIZ during the period of Service, including by providing any information or documentation that is reasonably required in order to provide the Services, and making available any facilities, resources, or personnel required.
9. The Council must ensure that the Council's employees and other contractors take all reasonable steps to cooperate in good faith with CouncilBIZ during the Service period.
10. The Council to authorize the CouncilBIZ Manager to give necessary access in Technology One, Outlook and others to appropriate CouncilBIZ employees in order to deliver the services required.
11. The Council will fully discharge CouncilBIZ from its legal and noncompliance responsibilities for following Council’s instruction in relation to the details of services and tasks allocated in Appendix 1.

CAPACITY/INDEPENDENT COUNCILBIZ

12. In providing the Services under this Agreement, it is expressly agreed that CouncilBIZ is acting as an Independent Contractor and not as an employee. CouncilBIZ and the Council acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

FEES

13. In consideration for CouncilBIZ providing the Services in accordance with this Agreement, the Council agrees to pay fees to CouncilBIZ ("Fees") as follows:
   a. An annual fixed sum of fifty eight thousand three hundred sixty dollars and fifteen cents ($58,360.15), exclusive of GST, and will increase as per CouncilBIZ EBA increment rates on 1 July each year.
   b. The Fees as stated in this Agreement does not include any tax.

14. The Council will be invoiced monthly on a pro rata basis.

15. Invoices submitted by CouncilBIZ to the Council are due within 30 days of receipt.

16. CouncilBIZ will be reimbursed for reasonable and necessary expenses incurred by CouncilBIZ in connection with providing the Services. All expenses must be pre-approved by the Council.

17. In the event that the Council terminates this Agreement prior to completion of the Services but where the Services have been partially performed, CouncilBIZ will be entitled to pro rata payment of the Payment to the date of termination provided there has been no breach of contract on the part of CouncilBIZ.

CONFIDENTIALITY

18. Confidential Information (the "Confidential Information") refers to any data or information relating to the business of the Council which would reasonably be considered to be proprietary to the Council, including but not limited to accounting records, business processes and Council records, and that is not generally known in the industry of the Council, and where the release of that Confidential Information could reasonably be expected to cause harm to the Council.

19. CouncilBIZ agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which CouncilBIZ has obtained, except as authorised by the Council or as required by law. Further, Confidential Information will be managed in accordance with CouncilBIZ Information Privacy Policy. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

REMEDIAL ACTION AND PENALTIES FOR NON-PERFORMANCE

20. Where overall key performance indicators (KPIs) (refer to Appendix 2) is "below expectations" as identified both parties, both Parties to this Agreement are to work together to negotiate an amicable resolution to address any concerns raised and agree to a timeframe for any resolution to take effect. If after the agreed resolution period the dispute remains unresolved, the dispute is to be resolved in the following sequence:
   a. CouncilBIZ and Council to agree to find another resolution to the issue.
   b. Raise the matter with CouncilBIZ Executive Committee to assist with resolving the issue.
   c. Open renegotiation for an adjustment to the fee payable in respect of the relevant Services only for the future period’s charges to align the charges to the quality of service received.
   d. Seek approval from CouncilBIZ Board to terminate the relevant part of this agreement at the level where the performance failed (i.e. the non-performing service area).
MODIFICATION OF AGREEMENT

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative or each Party.

TERMINATION

22. This Agreement may be terminated by either Party, upon notice in writing:
   a. If the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
   b. If the other Party becomes unable to perform its duties under this Agreement, including a duty to pay or a duty to perform;
   c. If the other Party or its employees or agents engages in any conduct prejudicial to or in the business of the other, or in the event that either Party considers that a conflict or potential conflict of interest has arisen between the Parties.

23. If this Agreement is terminated before the expiration of its natural term as per section 20, the Council hereby agrees to pay for all Services rendered up to the date of the termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by CouncilBIZ related to the rendering of Services prior to the date of termination.

24. Any termination of Agreement under this clause shall not affect the accrued rights and liabilities of either Party under this Agreement at law and shall be without prejudice to any rights or remedies that either Party may be entitled to.

25. Any part of this Agreement, which is meant to continue after termination is meant to come into force at or after termination, shall not be affected by this clause.

RETURN OF PROPERTY

26. Upon the expiry or termination of this Agreement, each Party will promptly return to the other Party any property, documentation, records or Confidential information that is the property of the other Party.

INTELLECTUAL PROPERTY

27. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of CouncilBIZ. The use of the Intellectual Property by the Council will not be restricted in any manner.

28. CouncilBIZ may not use the Council's Intellectual Property for any purpose other than contracted for in this Agreement except with the written consent of the Council. CouncilBIZ will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

LIMITATION OF LIABILITY

29. Except in cases of death or personal injury caused by a Party's negligence, that Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement, liability shall be limited to Fees paid by the Council to CouncilBIZ.

30. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.

31. This clause will survive the termination or expiration of this Agreement.
GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

33. This Agreement will be governed by and construed in accordance with the laws of the Northern Territory.
34. Economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.

WAIVER

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

..................................................
CouncilBiZ
General Manager
Date

..................................................
Tiwi Islands Regional Council
Chief Executive Officer
Date 27/6/19
CouncilBIZ shall provide policy-compliant management of Rates processing to the Council as well as complying with all relevant legislative requirements. CouncilBIZ agrees to the service expectations and working assumptions listed below. The Rates processing function should apply effective risk management of Rates, and, in fulfilling its purpose, the Rates processing function should aim to develop relationships with the Council customers in an honest and constructive way.

The scope of the Rates function by CouncilBIZ includes the following items:

- Policies and processes
- Processing of rates
- Reconciliations
- Records management
- Ratepayer master file

<table>
<thead>
<tr>
<th>Item</th>
<th>Task</th>
<th>Description / Performance Standard</th>
<th>CouncilBIZ Responsibility</th>
<th>Council Responsibility</th>
<th>Originating Party</th>
<th>Receiving Party</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. POLICIES AND PROCESSES</td>
<td>1.1</td>
<td>Establish policies and procedures</td>
<td>Establish Council policies and procedures for the Rates function.</td>
<td>X</td>
<td>Council</td>
<td>CouncilBIZ</td>
<td>Rates Policy and Procedure Guidelines</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. RATES PROCESSING</td>
<td>2.1</td>
<td>Identify ratepayers</td>
<td>Council to identify and provide list of new ratepayers and applicable details to CouncilBIZ.</td>
<td>X</td>
<td>Council</td>
<td>CouncilBIZ</td>
<td>List of ratepayers and applicable documentation</td>
</tr>
<tr>
<td></td>
<td>2.2</td>
<td>Determine rate charges</td>
<td>Council to determine rate charges per property and provide to CouncilBIZ before 31 July in each year.</td>
<td>X</td>
<td>Council</td>
<td>CouncilBIZ</td>
<td>Rates Model/ Charges per property</td>
</tr>
<tr>
<td>Item</td>
<td>Task</td>
<td>Description / Performance Standard</td>
<td>Council/BIZ Responsibility</td>
<td>Council Responsibility</td>
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<td>Deliverables</td>
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<td>------------------------------------------</td>
</tr>
<tr>
<td>2.3</td>
<td>Issue rates notices</td>
<td>Council/BIZ will issue the Council's rate notices, based on the information provided by the latter as per legal requirement for timeframes. • Soft copy of notices - email to Finance Manager</td>
<td>X</td>
<td></td>
<td>Council/BIZ</td>
<td>Council</td>
<td>Rates Notices, Issued report and soft copy of Rates Notices (K)</td>
</tr>
<tr>
<td>2.4</td>
<td>Delivery of rates notices</td>
<td>Upon receipt of copy of rates notices, Council to distribute accordingly the notices to respective ratepayers.</td>
<td>X</td>
<td>Council/BIZ</td>
<td>Council</td>
<td>Ratepayers</td>
<td>Rates Notices</td>
</tr>
<tr>
<td>2.5</td>
<td>Allocate rates received against the ratepayer</td>
<td>Council/BIZ to record all rates received against the ratepayer within seven (7) days of receipt in the bank statement</td>
<td>X</td>
<td>Council/BIZ</td>
<td>Council</td>
<td>Ratepayers</td>
<td>Outstanding Ratepayers report (K)</td>
</tr>
<tr>
<td>2.6</td>
<td>Reconcile rates receivable from Rates module to general ledger</td>
<td>Council/BIZ to perform a reconciliation of the rates receivable data from Rates module to the general ledger and provide an aged Rates debtors listing to Council for review within seven (7) business days after month end.</td>
<td>X</td>
<td>Council/BIZ</td>
<td>Council</td>
<td>Ratepayers</td>
<td>Monthly Reconciliation Report and Aged Rates Debtors report (K)</td>
</tr>
</tbody>
</table>

### 3. RATEPAYER MASTER FILE

| 3.1  | New rateable properties and title holders | • Council to provide details of new property title holders for entering in the rates module. • Council to provide details of any new rateable properties identified | X                          | X                        | Council/ Council/BIZ | Council/BIZ/ Council | Ratepayer request forms |

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Signed Service Level Agreement 27-06-2019.pdf
<table>
<thead>
<tr>
<th>Item</th>
<th>3.2 Establish ratepayers in the rates module</th>
<th>3.3 Maintain ratepayers master file</th>
<th>4.1 Aged debtor balance report</th>
<th>4.2 Issue of overdue notices to ratepayers</th>
<th>4.3 Interest charges and costs on overdue rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description / Performance Standard</td>
<td>Council/BIZ to establish all ratepayers in the rates module within seven (7) business days of receipt of all applicable documentation</td>
<td>Council/BIZ to review changes to the master file for ratepayers and investigate any anomalies identified by Council/BIZ</td>
<td>Council/BIZ to provide monthly aged debtor balance report seven (7) days after month end</td>
<td>Council/BIZ to issue a statement of outstanding rates for all accounts over 30 days overdue to Council within seven (7) days</td>
<td>Council/BIZ to charge interest and include any costs reasonably incurred by the Council in recovery or attempt to recover the outstanding rates</td>
</tr>
<tr>
<td>Receiving Party</td>
<td>Council</td>
<td>Council</td>
<td>Council</td>
<td>Ratepayers</td>
<td>Council</td>
</tr>
<tr>
<td>Council Responsibility</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Item</td>
<td>Task</td>
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<td>CouncilBIZ Responsibility</td>
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</tr>
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<td>-----------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>4.4</td>
<td>Overdue rates report</td>
<td>Within seven (7) days after month end, CouncilBIZ to provide overdue rates receivables report with commentary on history and recovery attempts to aid the Council in deciding what debt recovery action to take.</td>
<td>X</td>
<td></td>
<td>Council</td>
</tr>
<tr>
<td>4.5</td>
<td>Write-off approval</td>
<td>Council to advise CouncilBIZ in writing of any overdue rates for write-off.</td>
<td>X</td>
<td>Council</td>
<td>CouncilBIZ</td>
</tr>
</tbody>
</table>

Service Exclusions:

Excluded from the provision of services are:

- Determine ratepayers responsible for rate payments
- Determine ratepayers mailing address
- Manage ratepayer disputes
- Prepare write-off submissions and Council papers
- Provide advice on Council specific procedures and policies
- Recommend to Council debtor balances that should be written off
- Approve debtor balances to be written off
- Arrange debt collection agency to recover debt

Key:

X – The responsible party for delivering the Service
K – CouncilBIZ to provide document
## Appendix 2 – Key Performance Indicators

<table>
<thead>
<tr>
<th>KPI</th>
<th>Measurement</th>
<th>Below Expectations</th>
<th>Met Some Expectations</th>
<th>Met Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Rates Compliance - Timely processing of annual rates notices</td>
<td>% of rate notices that exceed two (2) business days to be processed</td>
<td>Over 10% of rate notices exceed the 2-day processing terms</td>
<td>5 - 10% of rate notices exceed the 2-day processing terms</td>
<td>Less than 5% of rate notices exceed the 2-day processing terms</td>
</tr>
<tr>
<td>Rates Receipting Compliance - Timely processing of receipts</td>
<td>% of receipts applied to outstanding rates that exceed seven (7) business days to be processed</td>
<td>Over 10% of invoices exceed the 7-day processing terms</td>
<td>5 - 10% of invoices exceed the 7-day processing terms</td>
<td>Less than 5% of invoices exceed the 7-day processing terms</td>
</tr>
<tr>
<td>Rates Reporting - Timely completion and submission of other key deliverables</td>
<td>% of key deliverables that, as defined in Appendix 1, are not submitted within seven (7) days from end of month or submitted incomplete</td>
<td>Over 15% of key deliverables not submitted on time</td>
<td>5 - 15% of key deliverables not submitted on time</td>
<td>Less than 5% of key deliverables not submitted on time</td>
</tr>
</tbody>
</table>
REPORTS FOR INFORMATION

ITEM NUMBER  7.4
TITLE Community Engagement End of Month Report - June 2019
REFERENCE 227239
AUTHOR Bill Toy, GM Community Engagement

This report illustrates the business within units including; Children’s Services, Youth and Community, Sports – Recreation and Libraries, Community Safety, Centrelink, Broadcasting, and Administration.

BACKGROUND

This report is for the month of June 2019

General Manager Community Engagement

General Business for the month

GM Community Engagement attended June OCM, Local Authority and Executive Leadership meetings.
GM Community Engagement, Manager Sport and Rec attended Children and Schooling Meeting with PM&C and stakeholders to deliver the Holiday Program
Meeting with PM&C regarding Community Safety (operational catch up)
Territory Families and NT Police, Youth Diversion
TEABBA, regarding recruitment, broadcasting and contract renewal or continuance.
Meeting with PM&C advisors, Indigenous Liaison officers and School attendance officers re, School Holidays Programs for OSHC and Sport and Recreation.
Staff management / disciplinary meeting with Wurrumiyanga Community Safety staff.
Workshop with all Community Safety staff and PM&C re; Operational requirements, refresher course with reporting and patrolling hours.
Meetings with Manager Organisational development re recruitment.
Performance reviews with, Milikapiti Community Safety staff.

Manager Community Engagement

Consultations Engagement
Kevin Tilmouth, First Circles, OAA
Kathy Wright & Karen Kinnersley, Territory Families
Corey Cameron, 3rd Nation Indigenous Education Forum
Elona Fuller, OTL
Mark Petkidis, Howards and Sons
Andrew Mcginn, CDU
Michelle Gargan, NT Polices Force
Jason Taylor, NDIS
Robbie Joran Remote School Attendance
Stuart Ward, Tiwi College

Meetings:
NDIS, Wurrumiyanga re: Proposal Tiwi Islands Regional Council
Australian Bureau of Statistics, Wurrumiyanga
Pirlangimpi Community Meeting, Monthly meeting

Sports and Recreation and Libraries
General Business for the month

To provide opportunities for all men, women and children, to participate and achieve within their chosen Sport or Recreational activity.

<table>
<thead>
<tr>
<th>Sport and Recreation Participation Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Wurrumiyanga</td>
</tr>
<tr>
<td><strong>Staff – Daryl, Adam, Sharon and Baptista</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Swimming Pool</td>
</tr>
<tr>
<td>Touch Rugby</td>
</tr>
<tr>
<td>Soccer</td>
</tr>
<tr>
<td>NT Basketball</td>
</tr>
<tr>
<td>Corrugated Iron</td>
</tr>
<tr>
<td>NT Athletics</td>
</tr>
<tr>
<td>Adults 18+</td>
</tr>
<tr>
<td>Children (5 years - 17 years)</td>
</tr>
</tbody>
</table>

Other organization assisting: Red Cross, NT Basketball, Corrugated Iron NT and Athletics NT, Xavier College and MCPS.

Comments:
- NT Basketball visited w/c Monday 3rd June for the week conducting school clinics during the day and afternoon sessions including games with the children.
- Corrugated Iron conducted school sessions for Art and Dance w/c Monday 3rd June. This included afternoon sessions at the Rec Hall. This provider is a massive hit when visiting Tiwi.
- Athletics NT visited w/c Monday 17th June for the week conducting programs at schools and after school in the Rec Hall.
- Swimming Pool open in June for 3 days a week with numbers really dropping off due to the cooler snap month. Adult sessions are still steady with numbers but remain over 3 days per week.
- Touch Rugby conducted on Tuesdays after school at the school oval for the 2nd term.
- Soccer conducted at the school on Thursdays after school at the school oval for the 2nd term.
- Sport Providers when visiting take precedence with their delivery over standard Sport and Rec programs. Their school class participation numbers have been very good and the providers have been given strong approval from school teachers.

<table>
<thead>
<tr>
<th>Sport and Recreation Participation Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Pirlangimpi</td>
</tr>
<tr>
<td><strong>Staff – Joseph and Lucia</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Swimming</td>
</tr>
<tr>
<td>Basketball</td>
</tr>
<tr>
<td>NT Athletics</td>
</tr>
<tr>
<td>Corrugated Iron</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Tee Ball</td>
</tr>
<tr>
<td>Adults 18+</td>
</tr>
<tr>
<td>Children</td>
</tr>
<tr>
<td>(5 years - 17 years)</td>
</tr>
<tr>
<td>Participants with disability</td>
</tr>
<tr>
<td>Other organization assisting</td>
</tr>
</tbody>
</table>
| Comments | • Swimming Pool opening days Mon, Wed and Fri. Numbers have fallen dramatically for usage due to cool month of weather. Plus there has been a pump problem which effects chlorination.
| | • NT Athletics attended the community and school from Wednesday 26th June till Friday 28th June. They conducted after school activities in the Rec Hall and on the nearby oval involving all forms of Athletics.
| | • Corrugated Iron Art and Dance in on Tuesday 11th June until Wednesday 12th June. Conducting sessions at the school and the Rec Hall afterschool. Strong interest in dancing and circus activities.
| | • Basketball conducted by Sport and Rec staff on Tuesdays and Thursdays at the Rec Hall. The new basketball ring has been a massive success bringing many kids to the Rec Hall to participate.
| | • Sport Providers when visiting take precedence with their delivery over Sport and Rec programs already listed. |

### Sport and Recreation Participation Sheet

**Community Milikapiti**

**Staff – Martina, Emilio, Dominic**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball</td>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soccer</td>
<td>29</td>
<td></td>
<td>35</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NT Athletics</td>
<td>26</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corrugated Iron</td>
<td></td>
<td></td>
<td></td>
<td>24</td>
<td>25</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>Cricket</td>
<td></td>
<td>38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AFL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>47</td>
</tr>
<tr>
<td>Adults 18+</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Children</td>
<td>55</td>
<td>62</td>
<td>47</td>
<td>62</td>
<td>60</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>(5 years - 17 years)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other organization assisting</td>
<td>NT Athletics and Corrugated Iron Art and Dance. Milikapiti Primary School.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Comments          | • NT Athletics in w/c Mon 24th to the 26th June both for 2 days at the start of the week. School programs conducted during the day with strong interest and afternoon sessions at the Rec Hall with the community.
| | • Corrugated Iron Art and Dance in on Thursday 14th June to Saturday 16th June. Conducting sessions at the |
Ordinary Meeting 24 July 2019

- 196 -

school and the Rec Hall afterschool. Strong interest in
- 785 -
dancing and circus activities after their previous visit.
- 785 -
- Basketball conducted by Sport and Rec staff on
- 785 -
- Tuesday at the Rec Hall.
- 785 -
- Other sports for the month Cricket and Soccer. The
- 785 -
- latter not so well received over the 2 days per week.
- 785 -
- AFL conducted on Wednesdays.
- 785 -
- Other sports being tried each month to find the strong
- 785 -
- interest for the community.
- 785 -
- Sport Providers when visiting take precedence with their
delivery over Sport and Rec programs.

Libraries
Libraries on Melville Island provide a comfortable area for both children and adults where they can read for pleasure or information in a variety of topics. Both Libraries are very well resourced with books and magazines suitable for all ages. Computers provided by NT Libraries allow users to access through the Internet, a wide range of services including research stations, internet banking, desktop publishing and movie and photo editing.

<table>
<thead>
<tr>
<th>Library Participation Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Community Pirlangimpi</strong></td>
</tr>
<tr>
<td><strong>Staff – Darriene Bourke</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
<th>Sat</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adults 18+</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>Children</td>
<td>5</td>
<td>6</td>
<td>5</td>
<td>7</td>
<td>5</td>
<td></td>
<td>28</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments</th>
</tr>
</thead>
</table>
| • Consistent numbers visiting the Library and using the available resources.  
• WIFI a plus for users. |

<table>
<thead>
<tr>
<th>Library Participation Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Community - Milikapiti</strong></td>
</tr>
<tr>
<td><strong>Staff – Samatha Croker</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
<th>Sat</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adults 18+</td>
<td>8</td>
<td>7</td>
<td>7</td>
<td>6</td>
<td>8</td>
<td></td>
<td>36</td>
</tr>
<tr>
<td>Children</td>
<td>7</td>
<td>13</td>
<td>7</td>
<td>8</td>
<td>10</td>
<td></td>
<td>35</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments</th>
</tr>
</thead>
</table>
| • Waiting on extra funding for more shelves  
• Followed up requirements with WI FI checks and reported for fixing.  
• Spike in Adults attending Library this month to use WIFI. |

Events – Circus Oz came to Tiwi Island through Government organisation appearing at Wurrumiyanga on Thursday 20th June and Milikapiti on Monday 24th June.

Human Resources
All matters including:

- Attendance: Staff attendance has been very good. Staff starting times have improved.
• Team leaders showing the way in critical times in each community. Staff reports to manager have been well maintained and becoming more accurate.
• Incidents: No Incidents to report this month.
• Leave: Sharon Kantilla on one week leave during June.
• Training: No staff training this month.

Stakeholder Engagement/Meetings
• School Holiday planning session to took place on June 20\textsuperscript{th} with PMC, TITEB, Red Cross, Police, Catholic Care and Schools.
• The Tiwi Lightning Carnival initial meeting to take place Friday 5/7.

Administration
Milikapiti
Milikapiti Administration service provide office and customer services to external clients in Darwin and support to Tiwi Islands Regional Council Internal Business Units and Elected Members.

HUMAN RESOURCES:
All matters including:

• **Office Hours of Operation**: No closures for this report period.
• **Staffing Attendance**: Satisfactory
• **Staff Leave/Absence**: Senior Office Coordinator. 1\textfrac{1}{2} days, Administration Officer 2 days
• **New Staff Recruitment**: None for the report period
• **Training**: None for this report period
• **Accident / Incidents**: None for this report period.

ADMINISTRATION:
All matters including:

• **Finance**: Recruitment of Finance Officer. Backlog. Received emails from Customers requesting Tax Invoices, Customers informed that TIRC Finance section were in the process of invoicing.

**Cash Receipting and Reconciliation**: All sales transactions entered on the financial spreadsheet daily and reconciled at end of day.

**Banking**: 2 deposits 4\textsuperscript{th} and 28\textsuperscript{th}. Cash taken to Wurrumiyanga to Office Coordinator for banking

• **Meeting Room / Boardroom Hire**:  
• 5\textsuperscript{th} Department of Local Government – Housing and Community Service delivery.  
• 18\textsuperscript{th} Governance – Local Authority Meeting  
• 19\textsuperscript{th} Governance – Ordinary Council Meeting  
• 26\textsuperscript{th} 27\textsuperscript{th} 28\textsuperscript{th} TITEB DrivesafeNT

• **Information Communication Technology**: Nil issues for this report

• **Australia Post**: Mail picked up daily and registered in Record of Delivery.
• **Council Meetings: Local Authority and Ordinary Council.**
  18th Governance – Local Authority Meeting
  19th Governance – Ordinary Council Meeting.

• **Staff Meetings:** None for this report period

• **Stakeholder Engagement / Meetings:**
  Department of Environmental Health Tim Bowden. H-Cat Questionnaire.

• **Additional Administrative Duties/Support:**
  **Infrastructure:**
  **Fleet and Building Services:** Compac Fuel System. Major Damage was done to Pin Pad resulting in parts and repairs to the cost of $3,498.88 Senior Office Coordinator requested quote raised PO. A 2 day wait time for parts to arrive. Notice was put up in community and Facebook Milikapiti Notice board. Assistance from Electrician Romel Siplon replaced Pin Pad.

  Administrative Officer carried out ordering of weekly fuel, raising of Purchase Requisitions and Orders for approval and release for Fleet and Building Services.

Wurrumiyanga

Wurrumiyanga Administration provides support and services to both internal business units, elected members and local authority, as well as external organisations and the broader community.

**HUMAN RESOURCES**

(All matters including):

Attendance; No un-notified absences.

Leave: Administration Officer – 2 days (SL), 2 days (LWOP), Cleaner – 1 day (SL) Office Coordinator – 3 days (Compassionate)

Training: None for this reporting period.

Recruitment: Brian McSkimming to Office Coordinator role - Claire Scrymgour to Executive Assistant role.

Incidents:- 6th June 2019 – Water Interruption
No water at office from mid-morning till afternoon - no notification from PAWA.

28th June 2019 – Office closure
Council office closed from 10am to 1pm for funeral.

Boardroom/ Meeting Room Timeline of Events/ Meetings:
18th & 19th - Local Court (Multiple Organisations/Departments)
25th NT - Government Community Cabinet Meeting
26th - Meeting with Minister – (Lauren Moss)
26th & 27th - NAAJA Civil

**Motel Accommodation**

No bookings – Reserved for TIRC Staff and Council Members until July 2019

Events/ Stakeholder engagement/ Meetings: None for this reporting period

**FINANCES**
There has been some loss through EFTPOS surcharge fees. Office Coordinator has advised staff and will continue to monitor 3% Surcharge on all transactions.

<table>
<thead>
<tr>
<th></th>
<th>Purchase Orders</th>
<th>Internal Work Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle – Private</td>
<td>$3672.00</td>
<td></td>
</tr>
<tr>
<td>Vehicle – Commercial</td>
<td>$7626.00</td>
<td>$1860.00</td>
</tr>
<tr>
<td>Passenger</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Small Meeting Room</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAAJA Civil</td>
<td>$164.00</td>
<td>NIL</td>
</tr>
<tr>
<td>Boardroom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Courts</td>
<td></td>
<td>NIL</td>
</tr>
<tr>
<td>Total Amounts to be Invoiced</td>
<td>$11962.00</td>
<td>$1860.00</td>
</tr>
</tbody>
</table>

Private vehicle sales were to Tiwi College (100 tickets). OC has spoken to CFO (Shane Whitten) to advise there was an agreement (possibly verbal) between previous CEO (Alan Hudson) and Tiwi College. Will need confirmation of this agreement as no written contract sited.

EXPENDITURE SUMMARY
Stationary Supplies for Wurrumiyanga Office
$1061.83 & $744.05 cleaning supplies.

Community Safety
General Business for the month

The Tiwi Islands Community Safety Service assists communities in taking responsibility for the prevention of anti – social, harmful, destructive and illegal behaviours by offering community patrolling and safe transport to protect vulnerable people. The number one priority for Community Safety teams is to ensure children out at night (after 9.00pm) can get a ride home or to a safe place which hopefully helps with school attendance. Community Safety also assists with mediations, follow up on incidents reported and work with other agencies, providers and Stakeholders.

Events: Nil

Human Resources
All matters including:

- Attendance: Very good in Milikapiti and Pirlangimi, poor at Wurrumiyanga.
- Incidents: Three resignations from all female staff at Wurrumiyanga.
- Recruitment: There are currently five vacancies at Wurrumiyanga due to several resignations, one Male Coordinator and four Female patrollers,
• Leave: Pirlangimpi Team Leader finishing six weeks leave.
• Training: All community Safety staff including Manager and General Manager attended a second half day training course.

**Stakeholder Engagement/Meetings**
Meeting with PM&C Staff and participation in Community Safety Meeting at Pirlangimpi Meeting with Wurrumiyanga Police MOU and Fireworks authorisation.
Phone conference with Territory Families re Youth Diversion.
Conference with NTG Remote Sports, GM Community Engagement, Manager Grants and Policy and Manager Sport and Recreation around next year’s program and signing a five year contract.
Communication with NT Police YDU organising Family conferences.
Monthly Children Reports and Rosters submitted to PM&C.

**Centrelink**

**General Business for the month**

Centrelink Agent Offices at Pirlangimpi and Milikapiti opened for assistance and support to all community members with Centrelink issues including Family payments, Age pensions, Disability support payments, Job search allowances and Study payments for youth. Offices in both communities are open to the public from 8:00am to 4:00pm Monday to Friday.

**Events:** Nil

**Human Resources**

All matters including:

• Attendance: Attendance this month has been very good
• Incidents: Nil
• Recruitment: Nil
• Leave: Milikapiti agents one week leave. Other agent covered hours.
• Training: No training this month.

**Stakeholder Engagement/Meetings**
Remote Support Team visited Pirlangimpi for four days.
Daily phone conversations between G/Manager Community Engagement and Dept Human Services regarding openings and closures. All statistics are submitted by due dates.

**Broadcasting**

**General Business for the month**

The Indigenous Broadcasting National Jobs program provide local broadcasting in local languages, communicating locally based service messages in regard to Health, Education, Local government and Cultural information.

**Training:**
No training this month

**Events:**
Nil

**Human Resources:**
Milikapiti, Attendance this month has been average.
Pirlangimpi, Broadcaster position is currently vacant.
Wurrumiyanga, Broadcaster position is currently vacant. Applications have been received, recruitment to take place week two in July.

**Stakeholder Engagement:**
Emails and phone conversations between GM Community Engagement and TEABBA regarding non-attendance and recruitment of broadcasters and continuance of service.

**RECOMMENDATION:**
That Council receive and note this report number 227239 for information.

**ATTACHMENTS:**
REPRESENTATIVE FOR INFORMATION

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>7.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Councillors Meeting Attendance Register from July 2018 to June 2019</td>
</tr>
<tr>
<td>REFERENCE</td>
<td>227264</td>
</tr>
<tr>
<td>AUTHOR</td>
<td>Sally Ullungura, Acting Governance &amp; Compliance Manager</td>
</tr>
</tbody>
</table>

As an ongoing record keeping requirement, members will be provided with an updated meeting attendance listing at the beginning of each meeting. Member's attendance is based on the official minutes of each Local Authority, Ordinary and Special Council meetings.

BACKGROUND

As an important element of good governance and meeting procedures, an attendance register has been put together for all of the Local Authority, Ordinary and Special Council meetings held as of July 2018 up to June 2019.

Standard procedure will be for the Chairperson to review this listing at the commencement of each meeting and to follow up any previous non-attendance / s with members.

These attendance records will be included into each year's Tiwi Islands Regional Council Annual Report.

ISSUES/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

RECOMMENDATION:

That the Council note the updated meeting attendance register from July 2018 to May 2019.

ATTACHMENTS:

1. TIRC - Councillors Meeting Attendance from Jan 2018 to June 2019.pdf
### General Council Meeting

<table>
<thead>
<tr>
<th>DUNCILLOR</th>
<th>WARD</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>ORD</td>
<td>M</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Special Authority Meeting

<table>
<thead>
<tr>
<th>DUNCILLOR</th>
<th>WARD</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>ORD</td>
<td>M</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Special Council Meeting

<table>
<thead>
<tr>
<th>DUNCILLOR</th>
<th>WARD</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Nov 13</td>
<td>Nov 12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SP</td>
<td>M</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Meeting Type
- O: Ordinary Meeting
- S: Special Meeting
- L: Local Authority Meeting
- E: Special Local Authority Meeting

### Location
- W: Wurramyanga (Ngau)
- P: Pirangimpi
- M: Milakapi

### Councillor Attendance

- NTLG Act - Councillor will be automatically disqualified from Council if absent (without approved apology) from two consecutive ordinary meetings.

<table>
<thead>
<tr>
<th>Councillors</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ORD</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Minutes of the Milikapiti Local Authority meeting held on 18 June 2019 for member’s information.

BACKGROUND

Attached a set of draft minutes of the Milikapiti Local Authority meeting held on 18 June 2019 for Council's information.

ISSUES/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

RECOMMENDATION:

That Council notes the minutes of Risk Management meeting held on 18 June 2019 for information.

ATTACHMENTS:

1 2019_06_18_MLA_Minutes_Draft.pdf
MINUTES OF THE MILIKAPITI LOCAL AUTHORITY MEETING HELD IN THE MILIKAPITI COUNCIL BOARDROOM ON TUESDAY, 18 JUNE 2019 AT 10:00 AM

1 Welcome & Apologies

1.1 Welcome
The meeting opened at 10:31 am

The Chair welcomed members, staff and guests.

1.2 Present
Chairperson: Malcolm Wilson.

Local Authority member:
Mayor Leslie Tungatulum, Cr Connell Tipiloura, Patrick Puruntatameri, Christine Joran, Loretta Cook, Thomas Edward Puruntatameri, Cr Pius Tipungwuti, Jed Leach, Deputy Mayor Lynette De Santis and Mary Moreen.

Visiting Councillors: Nil

Officers: Bill Toy (GM Community Engagement), Chris Smith (GM Infrastructure), Bala Donepudi (Finance Manager), Mark Mahon (Shire Services Manager Melville Island), David Asialosh (Grants and Policies Manager), Maina Brown (Governance and Compliance Manager) and Sally Ullungura (Governance Support Officer).

Guests: Nil

1.3 Apologies
Accepted: Valerie Rowland, Trevor Wilson, Roy Farmer and Peter Wyatt.

Not accepted: Nil

1.3 APOLOGIES - MILIKAPITI LOCAL AUTHORITY MEETING - 18 JUNE 2019

<table>
<thead>
<tr>
<th>RESOLUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moved: Loretta Cook</td>
</tr>
<tr>
<td>Seconded: Christine Joran</td>
</tr>
</tbody>
</table>

That the apologies of members Trevor Wilson, Roy Farmer, staff Valerie Rowland and visitor Peter Wyatt be accepted by members.

CARRIED

1.4 Leave of Absence
Nil

1.5 Declaration of Interest of Members or Staff
Nil
1.6 Confirmation of Previous Minutes

Milikapiti Local Authority - 26 March 2019

2 RESOLUTION

Moved: Loretta Cook
Seconded: Christine Joran

That the minutes of the Milikapiti Local Authority on 26 March 2019 as circulated, be confirmed as a true and correct record of that meeting.

CARRIED

2 BUSINESS ARISING

2.1 BUSINESS ARISING FROM PREVIOUS MINUTES

Business arising from previous minutes (Ordinary MLA Meeting 26 March 2019).

RECOMMENDATION:

That the Milikapiti Local Authority accepts these discussions and report number 226456.

Update

Grant and Policies Manager provided update regarding NAIDOC Day celebration. Council is seeking approval from PMC to use $16,800 and each Local Authority contributed $1000 each to assist with this event.

MLA member/Staff Provided update regarding Territory day 2019 event. The event will be held Sport & Rec Hall meat has been ordered with the extra catering to be place through the Milikapiti store it was suggest from GM Community Engagement purchase a PA system with the left over funds This will be used for community projects/events only.

3 GENERAL BUSINESS

3.1 2018/19 - LOCAL AUTHORITY FINANCIAL REPORT TO 18 JUNE 2019

This information is provided for information to the Milikapiti Local Authority to report on expenditure to 31 May 2019 for the 2018/2019 FY.

3 RESOLUTION

Moved: Mary Elizabeth Moreen
Seconded: Patrick Puruntatameri

That the Milikapiti Local Authority notes this report number 226461 for information and provides any comments or feedback on the new financial reporting format.

CARRIED

3.2 MEETING ATTENDANCE REGISTER AS OF MARCH 2018 TO MARCH 2019.

As an ongoing record keeping requirement, members will be provided with an updated meeting attendance listing at the beginning of each meeting. Members attendance is based on the official minutes of each MLA meeting.

RECOMMENDATION:

Minutes of the MILIKAPITI LOCAL AUTHORITY MEETING held on TUESDAY, 18 JUNE 2019 (Unconfirmed) Page 2 of 4
That Milikapiti Local Authority members note the meeting attendance register as of March 2018 to March 2019 for information.

4 REPORTS FOR DECISION

4.1 MILIKAPITI WATER PARK OR SWIMMING POOL

This report seeks decision from local authority around the Milikapiti water park/swimming pool project.

Guidance is required from the community on the direction of the project in a number of areas:
- Community support for water park or swimming pool
- Potential location
- Funding sources

4 RESOLUTION

Moved: Lynette DeSantis
Seconded: Thomas Edward Puruntatameri

1. That Milikapiti Local Authority recommend TIRC develop a project plan for the Milikapiti water park.

2. The project plan to include scoping of potential sites, community consultations, quotations and cost estimates, to be presented at the next MLA meeting.

CARRIED

4.2 MILIKAPITI LOCAL AUTHORITY COMMUNITY PROJECTS

To get the consent of the Milikapiti local authority to undertake new projects under 2018-19 Local Authority project Funding.

5 RESOLUTION

Moved: Mary Elizabeth Moreen
Seconded: Thomas Edward Puruntatameri

That the Milikapiti Local Authority:

1. Reviews and updates the approved project summary.

2. Notes the funding allocation for 18/19.

3. Recommends any projects to Council for approval to proceed.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project ID</th>
<th>Upper limit amount</th>
<th>Action Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Management</td>
<td>MLA – 16/19-6</td>
<td>$15,000</td>
<td>Shire Services Manager Melville Island</td>
</tr>
</tbody>
</table>

CARRIED

4.3 GOVERNANCE TRAINING FOR LA MEMBERS

Minutes of the MILIKAPITI LOCAL AUTHORITY MEETING held on TUESDAY, 18 JUNE 2019 (Unconfirmed) Page 3 of 4
This report seek confirmation from the Milikapiti Local Authority members to agree on a date to hold governance training, delivered by a representative from the Department of Local Government, Housing and Community Development as per members requests.

6 RESOLUTION
Moved: Lynette DeSantis
Seconded: Christine Joran

1. That Milikapiti Local Authority note and receive report; and

2. That Milikapiti Local Authority agrees to deliver Governance and Finance training on Thursday 11 July at 10:00am.

CARRIED

5 REPORTS FOR INFORMATION

Nil

6 OTHER BUSINESS

Nil

7 Next Meeting

17 September 2019.

8 Closure

The meeting closed at 12:37 pm.
Minutes of the Audit and Risk Management meeting held on 3 June 2019 for member’s information.

BACKGROUND

Attached a set of draft minutes Audit and Risk Management meeting held on 3 June 2019 for Council’s information.

ISSUES/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

RECOMMENDATION:

That Council notes the minutes of Risk Management meeting held on 3 June 2019 for information.

ATTACHMENTS:

1. 2019-06-03 ARMC Minutes Draft.pdf
MINUTES OF THE AUDIT AND RISK MANAGEMENT COMMITTEE MEETING HELD IN THE TIWI LAND COUNCIL BOARDROOM - 116 REICHARDT RD, WINNELLIE ON MONDAY, 3 JUNE 2019 AT 10:00 AM

1 WELCOME & APOLOGIES
1.1 Welcome
The meeting opened at 10:00 am.

The Acting Chairperson officially welcomed the new Chief Executive Officer Valerie Rowland.

1.2 Present
Acting Chairperson: Sandra Cannon.

Committee Members: Mayor Leslie Tungatulum, Deputy Mayor Lynette De Santis, Cr Therese (Wokay) Bourke and Independent Chairperson Brendan Dowd (10.05 am).

Officers: Valerie Rowland (Chief Executive Officer), Shane Whitten (Chief Financial Officer), Bala Donepudi (Finance Manager), Maina Brown (Governance and Compliance Manager) and Sally Ulungura (Governance Admin Support Officer).

1.3 Apologies
Nil

1.4 Leave of Absence
Nil

1.5 Declaration of Interest of Members or Staff
Nil

2 CONFIRMATION OF PREVIOUS MINUTES
Audit and Risk Management Committee - 17 May 2019

1 RESOLUTION
Moved: Lynette DeSantis
Seconded: Therese (Wokay) Bourke

That the minutes of the Audit and Risk Management Committee held on 17 May 2019 as circulated, be confirmed as a true and correct record of that meeting.

CARRIED
3 GENERAL BUSINESS

3.1 BUSINESS ARISING FROM PREVIOUS MINUTES

RECOMMENDATION:
That the Committee accepts these discussions and report.

Action:
Resolution 4.4 Terms of Reference specific roles and responsibilities section to be tabled at the October 2019 meeting.

3.2 RE-TABLING OF ARMC ASSESSMENT SURVEY SUMMARY
Members have requested for the ARMC Assessment Survey Summary to be re-table at the net meeting.

RECOMMENDATION:
That the Committee receive and notes this report.

3.3 DRAFT TIRC REGIONAL PLAN AND BUDGET 2019/20

2 RESOLUTION
Moved: Sandra Cannon
Seconded: Leslie Tungatulum

That the Committee notes the status of the Draft 2019/20 TIRC Regional Plan for Information and provide any feedback.

Action:
Governance and Compliance Manager to email committee members of due date for feedback and comments regarding the draft TIRC Plan and Budget 2019/20. Close of business Friday 7 June 2019.

CARRIED

4 REPORTS FOR INFORMATION
Nil

5 CONFIDENTIAL ITEMS
10:23 am.

3 RESOLUTION
Moved: Sandra Cannon
Seconded: Leslie Tungatulum

That pursuant to Section 85 (2) of the Local Government Act and Regulation 8 of the Local Government (Administration) Regulations the meeting be closed to the public to consider a Confidential matter.

CARRIED
At the conclusion of the discussion on the confidential item(s), the meeting was reopened and the decision on the item(s) noted.

4 RESOLUTION

Moved: Theresa (Wokay) Bourke
Seconded: Leslie Tungatulium

That the meeting be reopened and the decisions on the confidential items be noted. CARRIED

CONFIDENTIAL ITEM DECISIONS

5.1 INTERIM AUDIT UPDATE

The report will be dealt with under Section 65(2) (ciii) of the Local Government Act 2008 and Regulation 9 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to prejudice the interests of council or some other person.

5.2 RISK REGISTER - UPDATE AND RECOMMENDATION

The report will be dealt with under Section 65(2) (c) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulation 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.

6 NEXT MEETING

Friday 25 October 2019.

7 CLOSURE

The meeting closed at 11:20 pm.
REPORTS FOR INFORMATION

ITEM NUMBER 7.8
TITLE Contracts Executed during June 2019
REFERENCE 227703
AUTHOR Shane Whitten, Chief Financial Officer

SUMMARY

This report is to provide Council members with an update on the contracts signed for and on behalf of Council during the month of June 2019. All agreements were signed by the CEO and are attached now as appendices to this report.

- Council BIZ Service Level Agreement – 3 years
  o This agreement provides for a resource to process rates transactions, including rates notices, reconciliations, receipting and database updating services.
- DIPL $5m Road Funding
  o DIPL provided a presentation to OCM at the June 2019 meeting on the road upgrades proposed for Melville Island. This is the contract that relates to these project works.
- Childcare extension to 31 January 2020
  o With the current review into Childcare services yet to be completed, the Commonwealth have offered an extension to the current contract until 31 January 2020. The current agreement expired on 30 June 2019.
- Youth Diversion extension to 31 December 2019
  o Our current contract expired on 30 June 2019 and a further extension to 31 December 2019 has been offered and agreed to.

BACKGROUND

ISSUES/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

RECOMMENDATION:

That Council <<Type text…>>

ATTACHMENTS:
2 DIPL $5m Road Funding.pdf
3 Childcare extension to 31.01.2020.pdf
SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (the “Agreement”) dated this 1st day of July 2019

BETWEEN:

COUNCILBIZ
Of Unit 3, 14 Shepherd St, Darwin, NT 0801

AND

TIWI ISLANDS REGIONAL COUNCIL
2162 Armidale St, Stuart Park NT 0820
PMB 26, WINNELLIE, NT 0822
BACKGROUND

a. Tiwi Islands Regional Council ("the Council") is of the opinion that CouncilBIZ has the necessary qualifications, experience and abilities to provide the services, as described in this Agreement (hereinafter "the Services"), to the Council.
b. CouncilBIZ agrees to provide the Services to the Council on the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

In consideration of the matter described above, and of the mutual benefits and obligations described in this Agreement, the receipt and the sufficiency of which are hereby acknowledged, CouncilBIZ and the Council (individually the "Party" and collectively the "Parties" to this Agreement) hereby agree as follows:

SERVICES PROVIDED

1. In consideration for the Council paying the fees, and subject to the provisions of this Agreement, CouncilBIZ hereby agrees to provide the Council the following Services:
   a. Rates Processing, including Debt and Overdue Rates Information
   b. Records Management, in relation to 1a.
2. The Services may also include any other tasks, which the Parties may agree on. Additional fees will be paid for additional services.

TIMING OF SERVICES

3. CouncilBIZ will commence providing the Services on 1 July 2019 ("the Agreement Date") and will be effective for the next three (3) years following the Commencement Date.

TERM OF AGREEMENT

4. The Term of this Agreement ("the Term") will commence on the Agreement Date and will remain in full force and effect until 30 June 2022, or such other time as provided in this Agreement.
5. The Term may be extended by written consent of the Parties.

PERFORMANCE OF SERVICES AND EXPECTATIONS

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
7. The Council expects the following from CouncilBIZ:
   a. To provide services of a high professional standard by qualified and experienced staff whom, as far as reasonably possible, remain involved in performing the Services throughout the Term of the Agreement.
   b. To identify and implement efficiency improvements in carrying out the Services.
   c. To provide proactive support to the Council to enable effective service management.
   d. To provide single point of contact to manage and coordinate the Services and a point of escalation in the event of concerns about Service level.
   e. No functions will be outsourced to a third party to deliver without the prior written consent of the Council.

COUNCIL OBLIGATION

8. The Council must take all reasonable steps to cooperate in good faith with CouncilBIZ during the period of Service, including by providing any information or documentation that is reasonably required in order to provide the Services, and making available any facilities, resources, or personnel required.
9. The Council must ensure that the Council's employees and other contractors take all reasonable steps to cooperate in good faith with CouncilBIZ during the Service period.
10. The Council to authorize the CouncilBIZ Manager to give necessary access in Technology One, Outlook and others to appropriate CouncilBIZ employees in order to deliver the services required.
11. The Council will fully discharge CouncilBIZ from its legal and noncompliance responsibilities for following Council’s instruction in relation to the details of services and tasks allocated in Appendix 1.

CAPACITY/INDEPENDENT COUNCILBIZ

12. In providing the Services under this Agreement, it is expressly agreed that CouncilBIZ is acting as an Independent Contractor and not as an employee. CouncilBIZ and the Council acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

FEES

13. In consideration for CouncilBIZ providing the Services in accordance with this Agreement, the Council agrees to pay fees to CouncilBIZ ("Fees") as follows:
   a. An annual fixed sum of fifty eight thousand three hundred sixty dollars and fifteen cents ($58,360.15), exclusive of GST, and will increase as per CouncilBIZ EBA increment rates on 1 July each year.
   b. The Fees as stated in this Agreement does not include any tax.

14. The Council will be invoiced monthly on a pro rata basis.

15. Invoices submitted by CouncilBIZ to the Council are due within 30 days of receipt.

16. CouncilBIZ will be reimbursed for reasonable and necessary expenses incurred by CouncilBIZ in connection with providing the Services. All expenses must be pre-approved by the Council.

17. In the event that the Council terminates this Agreement prior to completion of the Services but where the Services have been partially performed, CouncilBIZ will be entitled to pro rata payment of the Payment to the date of termination provided there has been no breach of contract on the part of CouncilBIZ.

CONFIDENTIALITY

18. Confidential Information (the "Confidential Information") refers to any data or information relating to the business of the Council which would reasonably be considered to be proprietary to the Council, including but not limited to accounting records, business processes and Council records, and that is not generally known in the industry of the Council, and where the release of that Confidential Information could reasonably be expected to cause harm to the Council.

19. CouncilBIZ agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which CouncilBIZ has obtained, except as authorised by the Council or as required by law. Further, Confidential Information will be managed in accordance with CouncilBIZ’ Information Privacy Policy. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

REMEDIAL ACTION AND PENALTIES FOR NON-PERFORMANCE

20. Where overall key performance indicators (KPIs) (refer to Appendix 2) is "below expectations" as identified both parties, both Parties to this Agreement are to work together to negotiate an amicable resolution to address any concerns raised and agree to a timeframe for any resolution to take effect. If after the agreed resolution period the dispute remains unresolved, the dispute is to be resolved in the following sequence:
   a. CouncilBIZ and Council to agree to find another resolution to the issue.
   b. Raise the matter with CouncilBIZ Executive Committee to assist with resolving the issue.
   c. Open renegotiation for an adjustment to the fee payable in respect of the relevant Services only for the future period’s charges to align the charges to the quality of service received.
   d. Seek approval from CouncilBIZ Board to terminate the relevant part of this agreement at the level where the performance failed (i.e. the non-performing service area).
e. Termination for non-performance on the giving of three (3) months' notice in the event of recurrent and significant failure to meet CouncilBIZ or Council’s Business needs.

MODIFICATION OF AGREEMENT

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative or each Party.

TERMINATION

22. This Agreement may be terminated by either Party, upon notice in writing:
   a. If the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
   b. If the other Party becomes unable to perform its duties under this Agreement, including a duty to pay or a duty to perform;
   c. If the other Party or its employees or agents engages in any conduct prejudicial to the business of the other, or in the event that either Party considers that a conflict or potential conflict of interest has arisen between the Parties.

23. If this Agreement is terminated before the expiration of its natural term as per section 20, the Council hereby agrees to pay for all Services rendered up to the date of the termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by CouncilBIZ related to the rendering of Services prior to the date of termination.

24. Any termination of Agreement under this clause shall not affect the accrued rights and liabilities of either Party under this Agreement at law and shall be without prejudice to any rights or remedies that either Party may be entitled to.

25. Any part of this Agreement, which is meant to continue after termination is meant to come into force at or after termination, shall not be affected by this clause.

RETURN OF PROPERTY

26. Upon the expiry or termination of this Agreement, each Party will promptly return to the other Party any property, documentation, records or Confidential information that is the property of the other Party.

INTELLECTUAL PROPERTY

27. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of CouncilBIZ. The use of the Intellectual Property by the Council will not be restricted in any manner.

28. CouncilBIZ may not use the Council's Intellectual Property for any purpose other than contracted for in this Agreement except with the written consent of the Council. CouncilBIZ will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

LIMITATION OF LIABILITY

29. Except in cases of death or personal injury caused by a Party's negligence, that Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement, liability shall be limited to Fees paid by the Council to CouncilBIZ.

30. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.

31. This clause will survive the termination or expiration of this Agreement.
GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

33. This Agreement will be governed by and construed in accordance with the laws of the Northern Territory.
34. Economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.

WAIVER

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

[Signature]

CouncilBIZ
General Manager
Date

[Signature]

Tiwi Islands Regional Council
Chief Executive Officer
Date 27/6/19
CouncilBiz shall provide policy-compliant management of Rates processing in the Council as well as complying with all relevant legislative requirements. CouncilBiz agrees to the service expectations and working assumptions listed below. The rates processing function should apply to all new customers in an indexed and constructive way.

The scope of the Rates function by CouncilBiz includes the following items:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Establish policies and procedures for the Rates function.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

### 2. RATES PROCESSING

| 2.1 | Identify ratepayers | Council to identify and provide list of new ratepayers and applicable charges per property and provide to CouncilBiz before 31 July in each year. | Council to identify and provide list of new ratepayers and applicable charges per property and provide to CouncilBiz before 31 July in each year. |
| 2.2 | Determine rate changes | CouncilBiz to determine rates and apply to new ratepayers. |

CRZ TRC S LA 2019 - APPENDICES
<table>
<thead>
<tr>
<th>Item</th>
<th>Task</th>
<th>Description / Performance Standard</th>
<th>Council Biz Responsibility</th>
<th>Council Responsibility</th>
<th>Originating Party</th>
<th>Receiving Party</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3</td>
<td>Issue rates notices</td>
<td>Council Biz will issue the Council's rate notices based on the information provided by the latter as per legal requirement for timeframes. • Softcopy of notices - email to Finance Manager</td>
<td>X</td>
<td>Council Biz</td>
<td>Council</td>
<td>Rates Notices Issued, report and soft copy of Rates Notices (K)</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Delivery of rates notices</td>
<td>Upon receipt of copy of rates notices, Council to distribute accordingly the notices to respective ratepayers.</td>
<td>X</td>
<td>Council</td>
<td>Ratepayers</td>
<td>Rates Notices</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Allocate rates received against the ratepayer</td>
<td>Council Biz to record all rates received against the ratepayer within seven (7) days of receipt in the bank statement</td>
<td>X</td>
<td>Council Biz</td>
<td>Council</td>
<td>Outstanding Ratepayers report (K)</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Reconcile rates receivable from Rates module to general ledger</td>
<td>Council Biz to perform a reconciliation of the rates receivable data from Rates module to the general ledger and provide an aged Rates debtors listing to Council for review within seven (7) business days after month end.</td>
<td>X</td>
<td>Council Biz</td>
<td>Council</td>
<td>Monthly Reconciliation Report and Aged Rates Debtors report (K)</td>
<td></td>
</tr>
</tbody>
</table>

### 3. RATEPAYER MASTER FILE

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>New rateable properties and title holders</td>
<td>Council to provide details of new property title holders for entering in the rates module. • Council to provide details of any new rateable properties identified</td>
<td>X</td>
<td>Council/ Council Biz</td>
<td>Council Biz/ Council</td>
</tr>
<tr>
<td>Item</td>
<td>Task</td>
<td>Description / Performance Standard</td>
<td>CouncilBIZ Responsibility</td>
<td>Council Responsibility</td>
<td>Originating Party</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>------------------------------------</td>
<td>---------------------------</td>
<td>------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>3.2</td>
<td>Establish ratepayers in the rates module</td>
<td>CouncilBIZ to establish all ratepayers in the rates module within seven (7) business days of receipt of all applicable documentation</td>
<td>X</td>
<td>CouncilBIZ</td>
<td>Council</td>
</tr>
<tr>
<td>3.3</td>
<td>Maintain ratepayer master file</td>
<td>• CouncilBIZ to review changes to the master file on a monthly basis and investigate any anomalies. • CouncilBIZ to communicate any anomalies identified to Council.</td>
<td>X</td>
<td>CouncilBIZ</td>
<td>Council</td>
</tr>
</tbody>
</table>

4. DEBT MANAGEMENT

4.1 Aged debtor balance report | CouncilBIZ to provide monthly aged rates debtor balances report to Council within seven (7) days after month end | X | CouncilBIZ | Council | Monthly Aged Debtor Balance Report (K) |

4.2 Issue of overdue notices to ratepayers | CouncilBIZ to issue a Statement of Outstanding Rates for all accounts over 30 days, then at 60 days and a final notice at 90 days overdue. Statement to include details of any interest accrued as at the completion of the prior installment period. CouncilBIZ will provide overdue ratepayers list to Council. | X | CouncilBIZ | Ratepayers | Overdue Notice (K) |

4.3 Interest charges and costs on overdue rates | CouncilBIZ to accrue interest charges on overdue rates and include any costs reasonably incurred by the Council in recovery or attempt to recover the outstanding rates | X | CouncilBIZ | Council | Monthly overdue rates report (K) |
<table>
<thead>
<tr>
<th>Item</th>
<th>Task</th>
<th>Description / Performance Standard</th>
<th>CouncilBIZ Responsibility</th>
<th>Council Responsibility</th>
<th>Originating Party</th>
<th>Receiving Party</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4</td>
<td>Overdue rates report</td>
<td>Within seven (7) days after month end, CouncilBIZ to provide overdue rates receivables report with commentary on history and recovery attempts to aid the Council in deciding what debt recovery action to take.</td>
<td>X</td>
<td></td>
<td>CouncilBIZ</td>
<td>Council</td>
<td>Monthly overdue rates report (K)</td>
</tr>
<tr>
<td>4.5</td>
<td>Write-off approval</td>
<td>Council to advise CouncilBIZ in writing of any overdue rates for write off.</td>
<td>X</td>
<td></td>
<td>CouncilBIZ</td>
<td>Approved write-off advice</td>
<td></td>
</tr>
</tbody>
</table>

**Service Exclusions:**

Excluded from the provision of services are:

- Determine ratepayers responsible for rate payments
- Determine ratepayers mailing address
- Manage ratepayer disputes
- Prepare write-off submissions and Council papers
- Provide advice on Council specific procedures and policies
- Recommend to Council debtor balances that should be written off
- Approve debtor balances to be written off
- Arrange debt collection agency to recover debt

**Key:**

X – The responsible party for delivering the Service
K – CouncilBIZ to provide document
### Appendix 2 – Key Performance Indicators

<table>
<thead>
<tr>
<th>KPI</th>
<th>Measurement</th>
<th>Below Expectations</th>
<th>Met Some Expectations</th>
<th>Met Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Rates Compliance - Timely processing of annual rates notices</td>
<td>% of rate notices that exceed two (2) business days to be processed</td>
<td>Over 10% of rates notices exceed the 2 day processing terms</td>
<td>5 - 10% of rates notices exceed the 2 day processing terms</td>
<td>Less than 5% of rates notices exceed the 2 day processing terms</td>
</tr>
<tr>
<td>Rates Receipting Compliance - Timely processing of receipts</td>
<td>% of receipts applied to outstanding rates that exceed seven (7) business days to be processed</td>
<td>Over 10% of invoices exceed the 7-day processing terms</td>
<td>5 - 10% of invoices exceed the 7-day processing terms</td>
<td>Less than 5% of invoices exceed the 7-day processing terms</td>
</tr>
<tr>
<td>Rates Reporting - Timely completion and submission of other key deliverables</td>
<td>% of key deliverables that, as defined in Appendix 1, are not submitted within seven (7) days from end of month or submitted incomplete</td>
<td>Over 15% of key deliverables not submitted on time</td>
<td>5 - 15% of key deliverables not submitted on time</td>
<td>Less than 5% of key deliverables not submitted on time</td>
</tr>
</tbody>
</table>
CAPITAL GRANT FUNDING AND PROJECT MANAGEMENT AGREEMENT

TIWI ISLANDS ROAD UPGRADES

BETWEEN:
NORTHERN TERRITORY OF AUSTRALIA
AND:
TIWI ISLANDS REGIONAL COUNCIL

DATED THE DAY OF JULY 2019
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DETAILS

PARTIES

NORTHERN TERRITORY OF AUSTRALIA care of its agency the Department of Infrastructure, Planning and Logistics (ABN 84 085 734 992) ("the Territory")

Address for service of notices  Mr. Andrew Kirkman, Chief Executive Officer
Department of Infrastructure, Planning and Logistics
Physical address: Level 5, Energy House
18-20 Cavenagh Street, Darwin NT 0800
Postal address: GPO Box 1680 Darwin NT 0801
Telephone: (08) 8924 7029
Email: andrew.kirkman@nt.gov.au

AND

TIWI ISLANDS REGIONAL COUNCIL (ABN 61 507 431 031) ("the Council")

Address for service of notices  Ms. Valerie Rowland, Chief Executive Officer
Tiwi Islands Regional Council
Physical address: Lot 864 Puti Drive, Wurrumiyanga
Bathurst Island NT
Postal address: PMB 267 Winnellie NT 0822
Telephone: 08 8970 9507
Email: valerie.rowland@tiwisislands.nt.gov.au

BACKGROUND

A. All roads on the Tiwi Islands are managed and maintained by the Tiwi Islands Regional Council.

B. The Territory (through the Department of Infrastructure, Planning and Logistics), has agreed to provide Funding for the design and upgrade of selected sections of Pirlangimpi Access Road and Paru Road Bridge.

C. The Council has agreed to appoint the Territory (by its agency the Department of Infrastructure, Planning and Logistics) to procure the design and construction contracts and to manage those contracts to completion, and has agreed that the consultants and contractors engaged to so design and construct will be paid from the Funding.

D. This Agreement sets out the arrangements between the Territory and the Council regarding the Funding and the procurement and contract management phases for the Project.
AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Agreement unless a contrary intention appears:

(a) "Business Day" means a day which is not a Saturday, Sunday or Public Holiday in Darwin in the Northern Territory of Australia;

(b) "Completion" means the issue of a certificate of final completion in respect of the Project pursuant to the Construction Contract;

(c) "Construction Contract" means the contract entered into between the Territory and the Construction Contractor;

(d) "Construction Contractor" has the meaning given to that term in clause 8.1 (a)(i);

(e) "Council's Representative" is defined in clause 6.1(a);

(f) "Date of this Agreement" means the date written on the front page of this Agreement, or if no date or more than one date is written there, then the date the last party to sign this Agreement does so;

(g) "Defects Liability Period" has the meaning given to that term in the Construction Contract;

(h) "Design Consultant" has the meaning given to that term in clause 8.1 (a)(i);

(i) "Funding" means the total amount of funding the Territory will provide to the Council under this Agreement being the amount specified in Item 3, which the Council must pay to the Territory, and where the context permits or requires, includes the whole or any part of the Funding and any interest accrued on the investment of the Funding or any part of it;

(j) "Item" means an Item in Schedule 1 of this Agreement;

(k) "Project" means works to be carried out on the Site including the replacement of the deck on the Pirlangimpi Bridge, and the upgrade of Pirlangimpi Road (including installation of drainage structures, road signage and the carrying out of road sealing and line marking) and any costs relating thereto (including without limitation project management and consultancy fees in respect of the works to be carried out where the Territory is unable to provide them);

(l) "Site" means those parts of land owned by the Tiwi Aboriginal Land Trust described in Item 1;

(m) "Territory's Representative" is defined in clause 6.2(a).

1.2 Interpretation

In this Agreement, unless a contrary intention appears:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing any gender include all other genders;

(c) the word 'including' is not a word of limitation, and is to be interpreted as though it were immediately followed by the words 'but not limited to';

(d) a reference to a person, partnership, body corporate, unincorporated body, government or local authority or agency or other entity includes any of them;
(e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of any of them;

(f) headings and sub-headings have been included for ease of reference only and this Agreement is not to be construed or interpreted by reference to such headings or sub-headings;

(g) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(h) a reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure of or to this Agreement;

(i) a recital, schedule or annexure forms part of this Agreement;

(j) a reference to an agreement or document (including, without limitation a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, notated or replaced, except to the extent prohibited by the Agreement or that other agreement or document;

(k) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it;

(l) a reference to dollars and $ is to Australian currency;

(m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;

(n) where a clause in this Agreement provides that an action requires consent, approval, agreement, authorisation, permission or words of similar effect ("Consent"), then that Consent must be given or obtained in writing to be effective; and

(o) if an act must be done on a day which is not a Business Day, that act must be done on the immediately following Business Day.

1.3 Conflict and Precedence

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

(a) Clauses of this Agreement;

(b) Schedule 1;

(c) Background;

(d) Other schedules;

(e) Attachments or annexures;

(f) Documents incorporated into this Agreement by reference.

2. OBJECTIVES

2.1 Objectives of the Parties

(a) In entering into this Agreement, the objectives of the Territory and the Council are to work together to achieve:

(i) the design, documentation and construction of the Project and the handover of the Project to the Council on Completion;

(ii) the defects rectification of the Project during the Defects Liability Period.
3. FUNDING

3.1 Council’s Account

The Council must notify the Territory in writing of the Council’s bank account details before the Territory will be obliged to pay the Funding to the Council. If the Council’s bank account details are known as at the Date of this Agreement they may be specified in Item 3 of the Schedule of Items.

3.2 Provision of Funding to Council

(a) Subject to this Agreement, the Territory will pay the Funding to the Council and the Council will then pay the Funding back to the Territory to enable the Territory to pay the contractors carrying out the Project.

(b) The Territory will pay the Funding into the Council's bank account within 5 Business Days of being advised of the bank account details, subject to the receipt of an invoice from the Council.

(c) The Council will then pay the Funding into the Territory's bank account within two (2) weeks of receiving the funds.

3.3 Use of Funding

(a) The Council acknowledges that the Territory:

(i) is under no obligation to either provide any further monies to the Council, or commit further monies of the Territory if expenditure on the Project exceeds the Funding or any part of the Funding attributable to the Project.

(ii) will have no responsibility for any ongoing costs associated with the upkeep and management of the Project including assets constructed, purchased or otherwise acquired using the Funding.

4. THE PROJECT

4.1 General Conduct of Project

(a) The Territory will:

(i) carry out the Project diligently, effectively, in a proper and workmanlike manner, to a high professional standard and in accordance with this Agreement, Australian Standards, and comply with the provisions of any relevant statutes, regulations and by-laws in force from time to time.

(ii) keep the Council fully informed on a regular basis, as to the progress of the Project;

(iii) keep records covering the use of the Funding in such a way as to ensure easy identification of all receipts and expenditure relating to the Project and compliance with this Agreement; and

(b) Council will work diligently, effectively, in a proper and workmanlike manner, to a high professional standard and in accordance with this Agreement, with the Territory to determine the sections of Piralamgimi Access Road to be constructed and the extent of upgrade works required for the Paru Road Bridge.

5. PROJECT MANAGEMENT

5.1 Project Management by the Territory

The Territory will project manage the Project and the Funding on behalf of the Council, including procuring the contractors required to undertake the Project in the name of the Territory.
6. REPRESENTATIVES FOR THE PROJECT

6.1 Appointment of Council's Representative

(a) The Council appoints the person stated at Schedule Item 5 to represent the Council for the Project (Council's Representative).

(b) The Council's Representative will act as the Council's representative for the Project and be the Council's first point of contact for all matters concerning the Project.

(c) The Council will advise the Territory in writing of any change to the identity or details of the Council's Representative within 3 Business Days of the change occurring.

(d) The Council acknowledges and agrees that its Chief Executive Officer has been delegated full decision making power for the Project (including the power to enter into and bind the Council to this Agreement).

6.2 Appointment of Territory Representative

(a) The Territory appoints the person stated in Schedule Item 5 to represent the Territory for the Project (Territory Representative).

(b) The Territory Representative will act as the Territory's representative for the Project and be the Territory's first point of contact for all matters concerning the Project.

(c) The Territory must advise the Council in writing of any change to the identity or details of the Territory Representative within 3 Business Days of the change occurring.

7. ROLES AND RESPONSIBILITIES OF THE PARTIES

7.1 Role of the Territory

(a) The role of the Territory is to:

(i) manage the Funding and ensure payments are made to the Contractors in a timely fashion;

(ii) procure and manage the contracts for works and act generally as the project manager for the Project.

(b) The Council acknowledges and agrees that in acting as project manager for the Project and in particular (but without limitation) in preparing tender documentation, advertising and awarding tenders, the Territory is:

(i) not acting on its own behalf, whether as an independent contractor or otherwise, but is acting for and on behalf of the Council as its agent only, and

(ii) reliant on the Council providing timely and proper instructions, approvals and information in order for the Territory to fulfil its obligations as project manager under this Agreement.

(c) the Territory will appoint a representative of the agency to the position of Superintendent (as that term is defined in the Construction Contract) for the Project for contract management purposes.

(d) The Council will be actively engaged in the Project and must provide the Territory with instructions and approvals required in relation to the Project in a timely manner and without delay. The Territory will in no way be responsible for delays or delay costs caused by the Council's failure to provide timely instructions and approvals.

7.2 Role of the Council

(a) The role of the Council in the Project is to:
(i) provide input into the design and construction of the Project and assist the Territory with identifying sections of Pirlangimpi Access Road to be constructed and the extent of upgrade works required for the Paru Road Bridge; and
(ii) undertake consultation with relevant stakeholders on the Tiwi Islands to provide them with regular updates on the progress of works.

(b) In order for the Territory to carry out its role as project manager for the Project, the Council will ensure that the Council's Representative:
(i) attends meetings as requested by the Territory;
(ii) attends visits to the Site as required by the Territory;
(iii) provides timely and proper information when requested by the Territory; and
(iv) complies in a timely fashion with all reasonable requests or directions of the Territory in respect of the Project.

8. PROCUREMENT
8.1 Procurement of Consultants and Contractors
(a) The Territory will procure the engagement of:
   (i) a design consultant to design the roads and bridge (Design Consultant); and
   (ii) a construction contractor to construct the roads and bridge (the Construction Contractor).

(b) The Territory will have complete discretion and control in the tendering, appointment and contract management of the Project contracts procured and may (but is not obliged to) consult with the Council in relation to the procurement of either the Design Consultant or the Construction Contractor.

9. DESIGN PHASE OF PROJECT
9.1 Design Development
(a) The parties acknowledge that the designs for the roads are complete (and agreed), however there may be some modifications and / or additional services required which may be undertaken by the Design Consultant.

9.2 Design Review and Approval
(a) The Council will review and provide its input into the design.
(b) The Council must accept the final completed design in writing prior to commencement of construction of the Project.
(c) If at any stage during the course of the Project, it appears that the budget for the Project may exceed the Funding, the Project designs must be reviewed and the Project downsized unless additional funding is secured, and necessary scope changes and variations (including scope reductions) may be initiated by the Council or the Territory pursuant to clause 11.

10. CONSTRUCTION PHASE OF PROJECT
10.1 Access to Site
(a) On and from the Date of this Agreement until the end of the Defects Liability Period, the Council permits the Territory, its officers, employees, consultants,
contractors, subcontractors and agent to enter, occupy and use the Site for the purposes of the Project.

(b) The Council must not grant to any other person access to the Site or otherwise part with possession of the Site without the prior written approval of the Territory.

10.2 Construction Supervision
(a) The Territory will supervise the construction of the Project as part of its project and contract management of the Project.
(b) The Territory will convene regular meetings to report on and discuss construction progress and issues and will invite representatives of the Council and the Construction Contractor to these meetings.

10.3 Construction Timing
Timing of the construction of the Project will be in accordance with a Gantt chart to be prepared by the Construction Contractor.

11. CHANGES IN SCOPE AND VARIATIONS

11.1 Change initiated by the Construction Contractor
(a) If the Construction Contractor initiates a scope change or variation (Contractor Change Order), the Territory will respond to the Construction Contractor by either accepting or rejecting the Contractor Change Order.
(b) In providing its response to a Contractor Change Order, the Territory may seek input from the Council.

11.2 Change initiated by the Council
(a) If the Council identifies a scope change or variation it will advise the Territory in writing.
(b) The Territory will obtain a price from the Construction Contractor for the scope change or variation and submit it to the Council for review.
(c) If approval is given, the Territory will advise the Construction Contractor accordingly, and the Construction Contractor must proceed with the changes.

11.3 Change initiated by the Territory
(a) The Territory may recommend a scope change or variation to the Project.
(b) Where a scope change or variation is recommended, the Territory will obtain a price from the Construction Contractor for the scope change or variation and submit it to the Council for review.
(c) If the Council approves the scope change or variation, the Territory will advise the Construction Contractor accordingly, and the Construction Contractor must proceed with the changes.

11.4 Payment for Scope Changes and Variations
(a) All costs arising from scope changes and variations approved under this clause 11 will be paid for using the Funding and if the Funding is depleted all such costs will be met by the Council (unless the scope change or variation is necessary due to a default of the Territory under a relevant works contract, in which case the costs will be met by the Territory). The Territory will use reasonable endeavors to conduct the Project within budget.

12. COMPLETION, HANDOVER AND OWNERSHIP OF PROJECT
(a) The Project will be completed to the reasonable satisfaction of Council.
After Completion, the Project will be owned, managed, maintained and operated by the Council.

The Territory will advise the Council when the Project reaches Completion.

Following Completion, the Territory will provide to the Council project documentation such as conformance test certificates and as constructed drawings.

The Council must not conduct any works or alterations of any kind on the Project during the Defects Liability Period (which period will be advised to the Council when known by the Territory), with the exception of regular maintenance, without first obtaining the written approval of the Territory.

The Council will be responsible for the upkeep and maintenance of the Project and all costs associated with such upkeep and maintenance, except anything that the Territory is obliged to address during the Defects Liability Period.

13. PAYMENT OF CONSULTANTS AND CONTRACTORS

13.1 Payment Claims and Payment Using Funding

(a) As part of its project management of the Project, the Territory will assess monthly progress payment claims received from the Design Consultant and the Construction Contractor/s and, where it considers appropriate, pay those claims.

(b) Where the Territory determines that a payment claim is to be disputed, it will dispute the payment claim with either the Design Consultant or the Construction Contractor (whichever is relevant) and work with the Design Consultant or the Construction Contractor (whichever is relevant) to resolve the dispute so that the payment claim is acceptable and can be paid.

14. UNSPENT FUNDING

If, at Completion, or earlier expiry or termination of this Agreement (the Relevant Date) any part of the Funding that remains unspent (excluding any part of the Funding legally committed for expenditure in accordance with this Agreement and which falls for payment thereafter), will be held by the Territory for use in future road works projects to be carried out on the Tiwi Islands.

15. ACKNOWLEDGMENT OF FUNDING AND MEDIA STATEMENTS

15.1 Acknowledgment of Funding

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

(a) the Northern Territory Government logo; or

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

(b) the phrase "sponsored by the Northern Territory Government"; or

(c) in such other way as the Territory may reasonably require from time to time by written notice to the Council.
15.2 Media Statements
(a) Public announcements about the Project to the media or others must not be made unless the Council has the prior consent of the Territory to do so.
(b) The Territory will inform the Council of any public announcements about the Project to the media or others prior to release.

16. CONFIDENTIAL INFORMATION
16.1 Interpretation
In this clause 16:
(a) Confidential Information means this Agreement and any Information relating to this Agreement or its negotiation provided by or for one party to the other party, including but not limited to:
   (i) any Information that by its nature is confidential;
   (ii) any Information designated as confidential by the party by or for whom the information is provided; and
   (iii) any Information that the Council of the information knows or ought to know is confidential; and

(b) Information includes documents, software, information, material and data stored, provided or disclosed by any means, whether electronic, written or otherwise, and where relevant, includes information provided verbally or visually.

16.2 Use of Confidential Information
Each party must hold all Confidential Information of the other party in confidence and must not make any use of it, except for the purposes of performing its obligations or exercising its rights under this Agreement and must not disclose or permit or cause the Confidential Information of the other party to be disclosed to any person, except:
(a) as authorised by the other parties under this Agreement or otherwise;
(b) to its employees or contractors, to the extent needed to perform their obligations under this Agreement;
(c) which is required to be disclosed by law or the rules and requirements of a stock exchange; and
(d) in the case of the Territory, to the Parliament, the Administrator, Cabinet, a Minister or any Parliamentary, Ministerial or Cabinet Committee of the Territory.

17. INTELLECTUAL PROPERTY
17.1 Interpretation
In this clause 17:
(a) Contract Material means all Material:
   (i) brought into existence under or in accordance with this Agreement or for the purpose of the Project;
   (ii) incorporated in, supplied or required to be supplied along with the Material referred to in clause 17.1(a)(i); or
   (iii) copied or derived from Material referred to in clauses 17.1(a)(i) or 17.1(a)(ii).
17.2 Intellectual Property
(a) The property and Intellectual Property in all Contract Material will vest solely in the Territory, and that Contract Material will not be used by the Councils or its employees, contractors or agents for any purpose other than the purposes approved under this Agreement, unless the Territory consents otherwise.

18. DISPUTE RESOLUTION

18.1 Disputes
Each party must follow the procedures in this clause 18 before starting court proceedings (except for urgent injunctive or declaratory relief).

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

18.3 Meeting of Parties
Within five (5) Business Days of the provision of the written notice, the parties must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute, including by:
(a) referring the matter to personnel who may have authority to intervene and direct some form of resolution; and/or
(b) attempting to agree upon a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation or independent expert determination.

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

18.5 Parties to Perform Obligations
Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.

19. INSURANCE, RISK, RELEASE AND INDEMNITY

19.1 Risks and Insurance
(a) The Council acknowledges that after Completion, the Project will be managed and maintained at all times by the Council, and the Council at all times:
(i) accepts all risks in relation to, and
(ii) will hold appropriate insurances for, all matters including damage, loss, destruction and the like of the roads, bridge and all other structures comprising the Project and belonging to the Council.
19.2 Release

(a) The Council releases to the full extent permitted by law, the Territory and its officers, employees, agents, contractors, and invitees (in this clause referred to as "those released") from all responsibility or liability for the risks referred to in clause 19.1, loss of or damage to any property, or injury or death to any person, arising out of any involvement of those released pursuant to this Agreement, save to the extent that such responsibility or liability for loss, damage and the like was caused or contributed to by those released.

19.3 Indemnity

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

(a) loss, damage or other liability incurred by those indemnified; and

(b) loss or expense incurred by those indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis), that is caused by or arises from:

(c) the risks referred to in clause 19.1;

(d) an act or omission by the Council, or any of the Council's officers, employees, agents, volunteers, subcontractors, visitors or invitees (including the Council's Representative) in connection with this Agreement or the Project, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense; and/or

(e) an act or omission of Council (whether negligent or otherwise), or a breach or failure by the Council to comply with any or all of the Council's obligations under this Agreement; and/or

(f) save to the extent that such loss, damage or liability was caused or contributed to by those indemnified.

20. ACKNOWLEDGMENTS, WARRANTIES AND UNDERTAKINGS

20.1 Council's Acknowledgements

The Council acknowledges and agrees that the Territory will not be responsible or liable for:

(a) any claim by a contractor against the Territory or the Council for payment or extensions of time including any liquidated damages, or for any delay suffered or incurred by the Council in respect of the progress or completion of the Project or any part of it; or

(b) the performance of any matter or obligation of the Council under this Agreement, the time taken or costs incurred in performance of any such obligation.

20.2 Council's Warranties

(a) The Council warrants to the Territory that:

(i) the Council has obtained independent legal advice about the nature, effect and extent of this Agreement, or has been given the opportunity to seek independent legal advice about the nature, effect and extent of this Agreement but has chosen not to do so;

(ii) the Territory by its officers, employees, contractors and agents has not made any promise, representation or inducement or been party to any conduct which is material to the entry into this Agreement other than as set out in this Agreement; and
(iii) the Council is aware that the Territory, its officers, employees, contractors and agents are relying on these warranties in entry to and performance of this Agreement.

21. NOTICES

21.1 Form and Service of Notices

Any notice, approval, consent, demand or other communication required or permitted to be given under this Agreement must be in writing and given in one of the following ways:

(a) by hand delivering to the relevant person; or

(b) by sending a letter through registered mail to the relevant address for service.

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

21.2 Receipt of Notices

A notice given under clause 21.1 is deemed to be given, in the case of:

(a) hand delivery, immediately on delivery; and

(b) registered mail, on the third Business Day after posting,

but if such delivery or receipt is later than 4.00pm (addressee’s time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

22. GST

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

(b) The parties acknowledge that where funding is provided by one Government or Government department or instrumentality to another government or local government body, such funding is generally a supply exempt from GST.

(c) Notwithstanding sub-clause (b), if the Funding provided under this Agreement is determined to be a taxable supply under the GST Act, then the Funding is inclusive of GST, with GST calculated using the GST Rate at the Date of this Agreement, and therefore the Territory will not be liable to pay the Recipient any additional amounts, over and above the Funding, for any GST incurred by the Recipient when the Recipient receives the Funding.

23. INTERVENING EVENT

23.1 Meaning of Intervening Event

For the purposes of this clause 23, Intervening Event means an event or circumstance not within the reasonable control of a party and which, by the exercise of due diligence and the level of skill generally applicable to a reasonable and prudent person, that party is unable to prevent or overcome including:

(a) riot, revolution or civil commotion;

(b) cyclones, tidal waves, tidal surges, earthquake, flood, fire or other physical natural disaster or actions of the elements;

(c) strikes, industrial disputes; and
23.2 Effect of Intervening Event

(a) Performance of obligations under this Agreement is suspended during, and periods of time under this Agreement for the performance of obligations are extended by, the time and to the extent that such performance is prevented, wholly or in part, by an Intervening Event.

(b) A party which is, by reason of an Intervening Event, prevented, wholly or in part from performing any obligation or condition required by this Agreement to be performed must:

(i) notify the other party as soon as possible of full particulars of the event or circumstance of the Intervening Event including:
A. the date of commencement of the event or circumstance of the Intervening Event and an estimate of the period of time required to enable it to resume full performance of its obligations;
B. where possible, the means proposed to be adopted to remedy or abate the Intervening Event; and
C. the nature and extent of the obligations affected by, or other consequences of the Intervening Event;

(ii) use all reasonable diligence and employ all reasonable means to remedy, mitigate or abate the Intervening Event as expeditiously as possible;

(iii) resume performance as soon as possible after termination of the Intervening Event or after the Intervening Event has abated to an extent which permits resumption of performance;

(iv) notify the other party when the Intervening Event has terminated or abated to an extent that permits resumption of performance to occur; and

(v) notify the other party when resumption of performance has occurred.

(c) If:

(i) a party has invoked the operation of this clause 23; and
(ii) the same Intervening Event prevents or inhibits performance of any obligation or condition required to be performed under this Agreement for a period of three months,

then either party may terminate this Agreement by one month’s notice and, unless there has been a cessation of the Intervening Event, this Agreement will automatically expire upon the expiry of that one-month notice period.

24. GENERAL

24.1 No Merger

Notwithstanding the termination or sooner expiry of this Agreement, all provisions of this Agreement which are capable of taking effect after termination or sooner expiry shall continue to remain in full force and effect.

24.2 Governing Law

This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory at Darwin have jurisdiction to entertain any action in respect of, or arising out of, this Agreement.
24.3 Warranties
The parties warrant that they are each properly established and constituted at law, and have power and authority to enter into this Agreement.

24.4 No Assignment
A party may not transfer to any person any of the party’s rights or obligations under this Agreement unless that party has been given written approval to do so from the other party.

24.5 Entire Agreement
This Agreement constitutes the entire agreement between the parties, and overrules any previous agreement or understandings between the parties in relation to its subject matter.

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

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

24.8 Waiver
(a) This Agreement and the rights and obligations set out in this Agreement will not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession by one party to another party or to any other person whomsoever or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of a party or by any omission or neglect or any other dealing, matter or thing which, but for this clause could or might operate to abrogate, prejudice or affect the rights of a party or obligations of a party.

(b) Waiver of any provision of or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.

(c) Time is of the essence for all obligations under this Agreement.

24.9 Costs and Stamp Duty
The parties will each pay their own costs of and incidental to the negotiations for and the preparation and execution of this Agreement.

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

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

24.12 Compliance with Laws
The parties will comply with all laws in force in the Northern Territory from time to time.

24.13 Legal Nature of Agreement
(a) The parties agree that they intend for the terms and conditions of this Agreement to be legally binding on each party and for each party to be bound to comply with its terms.
(b) Each party acknowledges and agrees that it has sought its own independent legal advice and enters into this Agreement willingly and with the understanding of their respective obligations.
EXECUTION

Executed by the parties as an Agreement:

EXECUTED for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA by the Chief Executive Officer, Department of Infrastructure, Planning and Logistics pursuant to a delegation under the Contracts Act in the presence of:

[Signature]

Signature of Witness

EXECUTED for and on behalf of THE TIWI ISLANDS REGIONAL COUNCIL by its duly authorised delegate the Chief Executive Officer in the presence of:

[Signature]

Signature of Witness

[Name]

Name of Witness
## SCHEDULE 1 ITEMS

<table>
<thead>
<tr>
<th>Item</th>
<th>Clause Reference</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1: Site</td>
<td>1.1 (0)</td>
<td>The area/s within the parcel of land labelled on the plan annexed to this Agreement being land granted pursuant to the Aboriginal Land Rights (NT) Act and owned by the Tiwi Aboriginal Land Trust.</td>
</tr>
</tbody>
</table>
| Item 2: Description of Project | 1.1 | The works will:  
- Improve access between the major communities that provide essential services such as medical, educational, police and food stores;  
- Reduce accidents by improving the overall safety of the roads;  
- Reduce travel time for all road users;  
- Improve opportunities for industries on the Tiwi Islands (such as timber plantations, construction and tourism);  
- Improve access to the Tiwi College at Pickertaramoor;  
- Continue development with new and existing plantation areas requiring access for fertilising, spraying, environmental care and the prevention and fighting of fires.  
The principles of design for the road upgrades focus on improving the flood immunity of the road pavement by lifting the road level above natural surface and by installing transverse drainage structures where required. |
| Item 3: Funding | 1.1 (0) | $5 000 000 (GST not applicable) |
| Item 4: Council's Bank Account | 3.1 | Name: Tiwi Islands Regional Council  
BSB:  
Account: |
| Item 5: Representatives | 6.1 6.2 | Council's Representative: General Manager Infrastructure  
Territory's Representative: Project Director Civil Delivery |
ANNEXURE 1 - PLAN

MELVILLE ISLAND owned by the Aboriginal Land Trust

Floodplain section along Pirlangimpi
Access Road shown in green
Puru Road Bridge is located approximately 5 km from Three Ways

Three Ways intersection

Puru Road Bridge

Townsville-Yapakka Forestry Centre
Deed of Variation in relation to Community Child Care Fund

1. Date
This Deed is made on 27 June 2019.

2. Parties
This Deed is made between:

1. The Commonwealth, as represented by Department of Education ABN 12 862 898 150 (the 'Commonwealth'); and
2. Tiwi Islands Regional Council ABN 61 507 431 031 (the 'Grantee').

3. Context
A. The Parties entered in an agreement on 28 August 2018 under which the Commonwealth gave a grant of $486,189.00 including $430,189.00 in sustainability funding and $56,000.00 in minor capital funding to the Grantee for Jirrani Child Care Centre and Pirlangimpi Creche (the 'Agreement')
B. The Parties entered in a variation agreement on 19 December 2018 under which the Commonwealth gave a grant of $195,975.00 in sustainability funding to the Grantee for Milikapiti Creche (the 'Agreement')
C. The Parties have agreed to amend the Agreement on the terms and conditions contained in this Deed.

4. Amendments
With effect from 27 June 2019, the Agreement is amended as follows:

Delete section C. Duration of the Grant and replace with:

C. Duration of the Grant
The Activity starts on 2 July 2019.

The Activity (other than the provision of any final report) ends on 30/9/2019 which is the Activity’s Completion Date.

The agreement ends on 31/01/2020.

Delete section D. Payment of the Grant and replace with:

D. Payment of the Grant
The total amount of the Grant is $1,025,860.00 (GST exclusive), including $969,860.00 in sustainability funding and $55,000.00 in minor capital funding to the Grantee for Jirrani Child Care Centre, Pirlangimpi Creche and Milikapiti Creche (the ‘Agreement’).
Delete section D.1 Milestones and Funding Table and replace with:

**D.1 Milestones and Funding Table**

<table>
<thead>
<tr>
<th>Description of Milestone or payment (if applicable)</th>
<th>Anticipated date</th>
<th>Amount (excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year 1 - 2018-19</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First sustainability payment:</td>
<td>August 2018</td>
<td>$215,094.50</td>
</tr>
<tr>
<td>50 per cent of 2018-19 sustainability funding subject to execution of grant agreement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018-19 Activity Budget. Please refer to Item E.1.</td>
<td>31 August 2018</td>
<td>N/A</td>
</tr>
<tr>
<td>Minor Capital Project Work Plan. Please refer to Item E.2.</td>
<td>31 August 2018</td>
<td>N/A</td>
</tr>
<tr>
<td>Minor Capital Payment:</td>
<td>September 2018</td>
<td>$56,000.00</td>
</tr>
<tr>
<td>100 per cent of 2018-19 minor capital funding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second sustainability payment:</td>
<td>October 2018</td>
<td>$107,547.25</td>
</tr>
<tr>
<td>25 per cent of 2018-19 sustainability funding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income and Expenditure Statement for the period 1 October 2018 to 31 December 2018/ Please refer to Item E.3</td>
<td>18 January 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Provision of the report of the Tiwi Islands Regional Council’s internal review of child care services</td>
<td>31 October 2018</td>
<td>N/A</td>
</tr>
<tr>
<td>Compliance and Operations Report. Please refer to Item E.4.</td>
<td>31 March 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Working with Children documentation. Please refer to Item E.4.</td>
<td>31 March 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Income and Expenditure Statement for the period 1 January 2019 to 31 March 2019. Please refer to Item E.3</td>
<td>12 April 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Third sustainability payment:</td>
<td>April 2019</td>
<td>$107,547.25</td>
</tr>
<tr>
<td>25 per cent of 2018-19 sustainability funding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Sustainability payment</td>
<td>June 2019</td>
<td>$108,923.00</td>
</tr>
<tr>
<td>2018-19 Financial Report. Please refer to Item E.5.</td>
<td>31 October 2019</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td></td>
<td>$595,112.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Milestone or payment (if applicable)</th>
<th>Anticipated date</th>
<th>Amount (excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year 1 - 2018-19</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First sustainability payment:</td>
<td>January 2019</td>
<td>$98,487.50</td>
</tr>
<tr>
<td>50 per cent of January to June 2019 sustainability funding subject to compliance with the requirements of this grant agreement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>January to June 2019 Activity Budget. Please refer to Item E.1.</td>
<td>28 February 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Compliance and Operations Report. Please refer to Item E.4.</td>
<td>31 March 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Working with Children documentation. Please refer to Item E.4.</td>
<td>31 March 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Income and Expenditure Statement for the period 1 January 2019 to 31 March 2019. Please refer to Item E.3</td>
<td>12 April 2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Second sustainability payment:</td>
<td>April 2019</td>
<td>$98,487.50</td>
</tr>
<tr>
<td>50 per cent of January to June 2019 sustainability funding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>January to June 2019 Financial Report. Please refer to Item E.5.</td>
<td>31 October 2019</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td></td>
<td>$196,975.00</td>
</tr>
</tbody>
</table>

Deed of Variation in relation to Community Child Care Fund Program
<table>
<thead>
<tr>
<th>Description of Milestone or payment</th>
<th>Anticipated date</th>
<th>Amount (excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jirrani Child Care Centre, Pirlangimi Crèche, and Milikapati Crèche</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year 2 - 2019-20</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First sustainability payment:</td>
<td>July 2019</td>
<td>$116,886.50</td>
</tr>
<tr>
<td>50 per cent of 2019-20 sustainability funding subject to execution of grant agreement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second sustainability payment:</td>
<td>30 September 2019</td>
<td>$116,886.50</td>
</tr>
<tr>
<td>50 per cent of 2019-20 sustainability funding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-20 Financial Report.</td>
<td>31 January 2020</td>
<td>N/A</td>
</tr>
<tr>
<td>Please refer to Item E.5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td></td>
<td>$233,773.00</td>
</tr>
</tbody>
</table>
Deed of Variation

Delete section D.1 and replace with:

D.2 Subject to the Grantee's compliance with this Agreement, the Commonwealth will pay the amount of Funding specified for each service in the following funding tables.

### Year 1 - 2018-19 Funding Table

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Sustainability Funding (exclusive of GST)</th>
<th>Additional Sustainability Funding (if applicable) (exclusive of GST)</th>
<th><strong>Minor Capital Funding</strong> (exclusive of GST)</th>
<th>Total Funding 2019-20 (exclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jinam Child Care Centre</td>
<td>$183,254.00</td>
<td>$75,996.00</td>
<td>$56,000.00</td>
<td>$413,250.00</td>
</tr>
<tr>
<td>Potanggul Creche</td>
<td>$146,035.00</td>
<td>$44,937.00</td>
<td>$49,972.00</td>
<td>$242,944.00</td>
</tr>
<tr>
<td>Milkapiti Creche</td>
<td>$196,375.00</td>
<td></td>
<td></td>
<td>$196,375.00</td>
</tr>
</tbody>
</table>

* Sustainability funding comprises funding for operational activities, sustainability support, community support and other activities to increase Indigenous children's participation. Please refer to Item 6.3.1.

** Minor capital funding may include funding for one or more approved minor capital projects. Please refer to Item 6.3.3.

### Year 2 - 2019-20 Funding Table

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Sustainability Funding (exclusive of GST)</th>
<th>Additional Sustainability Funding (if applicable) (exclusive of GST)</th>
<th><strong>Minor Capital Funding</strong> (exclusive of GST)</th>
<th>Total Funding 2019-20 (exclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jinam Child Care Centre</td>
<td>$89,817.00</td>
<td></td>
<td></td>
<td>$89,817.00</td>
</tr>
<tr>
<td>Pirangum Creche</td>
<td>$35,456.00</td>
<td></td>
<td></td>
<td>$35,456.00</td>
</tr>
<tr>
<td>Milkapiti Creche</td>
<td>$198,488.00</td>
<td></td>
<td></td>
<td>$198,488.00</td>
</tr>
</tbody>
</table>

* Sustainability funding comprises funding for operational activities, sustainability support, community support and other activities to increase Indigenous children's participation. Please refer to Item 6.3.1.
Deed of Variation

5. Entire agreement and interpretation

5.1 The parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.

5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.

5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.
Deed of Variation

6. Signatures

Executed as a deed:

**Commonwealth:**

<table>
<thead>
<tr>
<th>SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by Department of Education and Training ABN 12 862 898 150</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: (print)</td>
</tr>
<tr>
<td>Position: (print)</td>
</tr>
<tr>
<td>Signature and date:</td>
</tr>
</tbody>
</table>

| In the presence of: |
| Witness Name: (print) |
| Signature and date: |

**Grantee:**

SIGNED, SEALED AND DELIVERED by:

| Full legal name of the Grantee: |
| Tiwi Islands Regional Council ABN 61 507 431 031 |
| Public Officer’s Name: |
| (print) |
| Signature and date: 27/8/19 |

| Committee Member/Secretary Name: |
| (print) |
| Signature and date: 27/8/2015 |
Mrs Valerie Rowland  
Chief Executive Officer  
Tiwis Island Regional Council  
PMB 287  
Winnellie NT 0822  

Via email: Valerie.Rowland@tiwislands.nt.gov.au

Dear Mrs Rowland

RE: Variation of Contract DCFD2017/2106 – Youth Diversion Programs

I refer to Service Agreement Funding Contract DCFD2017/2099 executed on 9 June 2017, for a total funding amount of $223,108 (GST exclusive), which is due to expire on 30 June 2019.

On 29 March 2019, your organisation was contacted by Territory Families with an offer of extension of your Contract for six months from 1 July to 31 December 2019. Your organisation responded via email agreeing in principle to support the extension on 29 March 2019.

This letter seeks your approval to vary the Contract in accordance with Part B – Funding Contract Terms and Conditions – Clause 7(a). The variation includes the changes to Part A – Service Agreement Funding Contract as detailed below:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>Terms of the Contract</td>
<td>Extension to contract from 1 July 2019 to 31 December 2019</td>
</tr>
<tr>
<td>5.1</td>
<td>Funding</td>
<td>$112,668 (excl. GST, plus indexation)</td>
</tr>
<tr>
<td>5.2</td>
<td>Funding</td>
<td>The Territory Government will release funding in accordance with Table 1 Attachment A, subject to the ESP remaining compliant with the Terms of the Contract.</td>
</tr>
<tr>
<td>6</td>
<td>Milestones and Acquittal Schedules</td>
<td>Reporting Requirements - Refer to Table 2 Attachment A</td>
</tr>
</tbody>
</table>

Territory Families acknowledges that indexation has not as yet been included in the total amount of funding for this variation. Territory Families are committed to providing you with the appropriate indexation applicable to your grant, which will be inclusive of the new CPI rates, efficiency dividend and Equal Remuneration Order (if relevant). Territory Families will be in contact with your organisation over the next few weeks to provide the details of the indexation applicable to your grant.

Should you wish to accept this offer, please complete and sign the acceptance details on Page 3 and return via email to TF_YouthCommunityPrograms@nt.gov.au by Close of Business, Friday 28 June 2019

Child Abuse Reporting Hotline: 1800 700 250  
Complaints Hotline: 1800 750 167  

www.nt.gov.au
Should you have any queries in relation to this letter please contact Manager Programs, Ms Karen Kinnersly on 08 8922 7185 or email TF>YouthCommunityPrograms@nt.gov.au.

Yours sincerely,

Brent Warren
General Manager
Youth Justice

June 2019
Variation of Contract DCFD2017/2106 – Youth Diversion Programs

We accept the variation to this agreement for the following:

This variation includes the following changes to Part A – Service Agreement Funding Contract:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>Terms of the Contract</td>
<td>Extension to contract from 1 July 2019 to 31 December 2019</td>
</tr>
<tr>
<td>5.1</td>
<td>Funding</td>
<td>$112,665 (excl. GST, plus indexation)</td>
</tr>
<tr>
<td>5.2</td>
<td>Funding</td>
<td>The Territory Government will release funding in accordance with Table 1 Attachment A, subject to the ESP remaining compliant with the Terms of the Contract.</td>
</tr>
<tr>
<td>6</td>
<td>Milestones and Acquittal Schedules</td>
<td>Reporting Requirements – Refer to Table 2 Attachment A</td>
</tr>
</tbody>
</table>

All other terms and conditions remain unchanged.

Name: ____________________________  
Position: CEO  
Signature: ____________________________  
Date: 24/6/19  

www.nt.gov.au
### Table 1 - Clause 5.2 - Funding

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Amount to be released</th>
<th>Requirement for release</th>
<th>Anticipated Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>70%</td>
<td>Receipt of signed Variation letter.</td>
<td>July 2019</td>
</tr>
<tr>
<td>2</td>
<td>30%</td>
<td>The ESP must lodge with Territory Families all reports listed in the Milestones and Reporting schedule.</td>
<td>October 2019</td>
</tr>
</tbody>
</table>

### Table 2 - Clause 6 - Milestones & Acquittals

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date on or before</th>
<th>Report Name</th>
<th>Submit to Whom</th>
<th>Payment subject to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Friday of each month</td>
<td>Monthly Data Collection</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July 2018 to 30 June 2019</td>
<td>31 October 2019</td>
<td>Audited Financial Statement</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July 2018 to 30 June 2019</td>
<td>31 July 2019</td>
<td>Income and Expenditure</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 April to 30 June 2019</td>
<td>19 July 2019</td>
<td>3 month Performance Report</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>2</td>
</tr>
<tr>
<td>1 July to 31 December 2019</td>
<td>21 January 2020</td>
<td>6 month Performance Report</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
<tr>
<td>1 July to 31 December 2019</td>
<td>31 January 2020</td>
<td>Income and Expenditure</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
<tr>
<td>1 July 2019 to 31 December 2019</td>
<td>31 October 2020</td>
<td>Audited Financial Statement</td>
<td><a href="mailto:TF.YouthServicesData@nt.gov.au">TF.YouthServicesData@nt.gov.au</a></td>
<td>N/A</td>
</tr>
</tbody>
</table>

The format of the Monthly Data Collection and 6 month Performance Report will be finalised and sent to providers by no later than 1 July 2019.
REPORTS FOR INFORMATION

ITEM NUMBER 7.9
TITLE General Instruction No. 4 Procurement
REFERENCE 227704
AUTHOR Shane Whitten, Chief Financial Officer

SUMMARY
This report is to provide Council members with an update on General Instruction No. 4 – Procurement, and the actions taken by Council following the release of the draft.

BACKGROUND
At the Ordinary Council Meeting held at Pirlangimpi in May 2019, a presentation was conducted by Jocelyn Nathanael – Walters from the Department of Local Government, Housing & Community Development (DLGHCD). A paper was also presented under agenda item 7.1 by David Astalosh outlining the proposals in the draft release. The draft released was provide by the Department to provide clarity around a number of items.

ISSUES/OPTIONS/CONSEQUENCES
As a result of reviewing our current processes against these requirements, it was discovered Council did not have in place a contract for the supply of fuel. Since this time, a tender process has been undertaken through Local Buys, satisfying the procedural procurement requirements of DLGHCD. This tender has now closed, with only the current supplier providing a submission. This tender will be the subject of a separate paper to Council.

All other items in the general instruction were understood by Council. Aside from advising of the fuel tender process, no formal response was provided to DLGHCD on the general instruction clarification points.

CONSULTATION & TIMING
N/A

RECOMMENDATION:
That Council receive and note this report for information.

ATTACHMENTS:
There are no attachments for this report.