



# **AGENDA**

## **ORDINARY MEETING**

### **WEDNESDAY, 28 APRIL 2010**

### **RESCHEDULED – 4 MAY 2010**

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

- Wednesday, 26<sup>th</sup> May at
- Milikapiti Office
- Commencing at 10:00am

Your attendance at the meeting will be appreciated.

**Alan Hudson**  
**Chief Executive Officer**

## **AGENDA**

### **1 WELCOME & APOLOGIES**

- 1.1 WELCOME
- 1.2 PRESENT
- 1.3 APOLOGIES
- 1.4 LEAVE OF ABSENCE
- 1.5 CONFIRMATION OF PREVIOUS MINUTES

*Ordinary Meeting - 31 March 2010*

### **2 CORRESPONDENCE**

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- 2.3 CORRESPONDENCE IN - MENZIES - SKIN SORE TRIAL..... 9
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### **6 COMMON SEAL APPROVAL**

- 6.1 LETTER OF OFFER SPECIAL PURPOSE GRANT OFFER..... 12

### **7 NOTICES OF MOTION**

*Nil*

### **8 RESCISSION MOTIONS**

*Nil*

### **9 OTHER BUSINESS**

**10      NEXT MEETING**

Wednesday, 26 May 2010

**CORRESPONDENCE**

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<b>ITEM NUMBER</b>	2.1
<b>TITLE</b>	Towards Statehood 2011 - Michael Tatham (Chair, Statehood Steering Committee)
<b>REFERENCE</b>	41220
<b>AUTHOR</b>	Pauline Corpus, Executive Officer



Correspondence relating to significant liaisons with other agencies is provided to Council for information

**BACKGROUND**

The Mayor received a letter on the 24<sup>th</sup> March. The Statehood Steering Committee have commenced delivering community forums / road shows across the NT.

**CONSULTATION & TIMING**

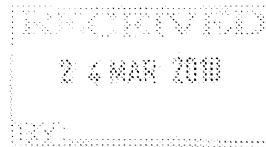
Representative will be going to Nguiu ( 8 June) and Pirlangimpi ( 9 June) to have community consultations

**RECOMMENDATION:**

**That Council note and receive this correspondence for information.**

**ATTACHMENTS:**

- 1 Attach - Correspondence In - Towards Statehood.pdf



Ms Lynette De Santis  
Mayor  
Tiwi Shire  
VIA WINNELLIE NT 0820

15 March 2010

Dear Ms De Santis

We are writing to all Shires once again to let you know how the NT 2011 Towards State 7 Forums have been going and remind you that the Statehood Steering Committee and its staff are out and about this year in your area.

To date the Statehood Steering Committee's Roadshow has visited Elliott, Tennant Creek, Alice Springs and Utopia. By the time you receive this letter the Committee team will have visited Yulara and Mutitjulu.

Attached to this letter is our general flyer with the dates of all the forums.

At the Forums held so far there has been a lot of discussion about the future arrangements for the way the Northern Territory might be governed and what being a State means in terms of the Intervention. The Committee encourages anyone to come along and discuss the things that they think are important about what must go into a new constitution that will be the dominant law for how things work in the future.

We look forward to working with you as we move around the Northern Territory. Expect to see Nora Kempster and Matthew James in your community as part of the Roadshow. Nora and Matthew will be in touch about logistics and community participation as we go.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Michael Tatham'.

Michael Tatham  
Executive Officer  
Office of the Chairman  
Northern Territory Statehood Steering Committee  
[www.ntstate7.com.au](http://www.ntstate7.com.au)  
1800 237 909  
0458 228 021



STATEHOOD STEERING COMMITTEE

[www.ntstate7.com.au](http://www.ntstate7.com.au)  
Northern Territory Statehood Steering Committee  
Toll Free: 1800 237 909 Email: [statehood@nt.gov.au](mailto:statehood@nt.gov.au)  
Phone: (08) 8946 1437 Fax: (08) 8946 1419  
GPO Box 3721, Darwin NT 0801

# NT2011 TOWARDS STATE 7

## INFORMATION ROADSHOW

The Northern Territory does not have its own constitution. 226 politicians in the Commonwealth Parliament have the final say about what happens here. Only 4 of these represent the people of the Northern Territory. Statehood will make a difference.

To become a State we need our own constitution made by Territorians to suit Territorians. A constitution will bind law-makers today and in 100 years time.

During 2010 the Statehood Steering Committee is preparing the way.

- Do you want a simple constitution that sets up the systems of a State Government?
- Do you want to talk about ways for citizens to control or bind future State governments?

Come to a Forum this year and find out how you may:

- Participate at a Constitutional Convention to be held in 2011
- Influence what should be talked about at the Convention
- Determine our future as a partner State in the Australian system of government

All Territorians are invited. The dates and locations have been set, come to one or come to many.

For more information visit:

[www.ntstate7.com.au](http://www.ntstate7.com.au)

Northern Territory Statehood Steering Committee

Email: [statehood@nt.gov.au](mailto:statehood@nt.gov.au) Phone: (08) 8946 1437 Toll Free: 1800 237 909



STATEHOOD STEERING COMMITTEE

### February

#### Barkly Shire

16 Elliott  
17 Tennant Creek

#### Alice Springs

22 Alice Springs  
24 Utopia

### March

#### MacDonnell Shire

8 Yulara  
9 Mutitjulu  
11 Papunya

#### Darwin & Palmerston

23 Darwin  
24 Palmerston

### April

#### Central Desert Shire

12 Yuendumu  
13 Ti Tree  
15 Harts Range

#### Alice Springs

16 Alice Springs

### May

#### Roper Gulf Shire

10 Borrooloola  
12 Mataranka  
13 Barunga

#### Pine Creek

25 Pine Creek

#### Katherine

26 Katherine

### June

#### Tiwi Shire

8 Nguiu  
9 Pirlangimpi

#### Coomalie

15 Adelaide River

#### Belyuen and Wagait Shires

16 Belyuen  
17 Wagait

### July

#### Litchfield Shire

21 Batchelor

#### Darwin/Palmerston

27 Darwin  
28 Palmerston

### August

#### Victoria/Daly Shire

3 Kalkaringi  
5 Timber Creek  
17 Port Keats  
18 Daly River

### September

#### West Arnhem Shire

7 Jabiru  
9 Maningrida

### October

#### East Arnhem Shire

4 Nhulunbuy  
5 Yirrkala  
6 Galiwinku  
7 Groote Eylandt  
8 Milyakburra

### November

#### Darwin/Palmerston

8 Darwin Rural Area  
9 Palmerston

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## **CORRESPONDENCE**

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<b>ITEM NUMBER</b>	2.2
<b>TITLE</b>	Correspondence In - Letter of Appreciation from Australian Army - NT
<b>REFERENCE</b>	41303
<b>AUTHOR</b>	Pauline Corpus, Executive Officer

Correspondence relating to significant liaisons with other agencies is provided to Council for information

### **BACKGROUND**

A letter was received on the 28<sup>th</sup> April 2010 from Major Ian Tibbits – Officer in Charge of Remote Indigenous Army Cadets thanking the Shire for providing access to the Tiwi Ferry outside of normal hours to enable the cadets to return safely home from Melville Island.

The leadership training activities was conducted at Maxwell Creek between the 26<sup>th</sup> March – 28<sup>th</sup> March 2010.

Cadets participated in Communication activities including reading maps, navigation and surveying

### **RECOMMENDATION:**

**That Council note the certificate of appreciation.**

### **ATTACHMENTS:**

- 1 Attach - Certificate of Appreciation - Australian Army NT.pdf





This  
**Certificate of Appreciation**

Is presented to

**Tiwi Island Local Shire**

On behalf of the Australian Army Cadet Corps for  
supporting the Remote Indigenous Army Cadet  
Tiwi Exchange Program.



*I. Tibbits*  
I. TIBBITS

Major  
CSM

09<sup>th</sup> April 2010



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## CORRESPONDENCE

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**ITEM NUMBER** 2.3  
**TITLE** Correspondence In - Menzies - Skin Sore Trial  
**REFERENCE** 41231  
**AUTHOR** Pauline Corpus, Executive Officer



Correspondence relating to significant liaisons with other agencies is provided to Council for information

### BACKGROUND

The Mayor received an email on the 14<sup>th</sup> April 2010 and had some discussion with Dr Asha Bowen.

### ISSUES/OPTIONS/CONSEQUENCES

Menzies is seeking approval of the studies terms of reference to be signed and forwarded to their Ethics Committee to confirm support. The letter will be submitted by Menzies in due course.

### CONSULTATION & TIMING

1 – 2 June Community consultations  
17 – 28 May – Menzies seeking to recruit children to participate in the study

### RECOMMENDATION:

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

### ATTACHMENTS:

1 Attach - Menzies - Tiwi Council letter of support\_unsigned.pdf



PO Box 41096, Casuarina NT 0811, Australia  
 John Mathews Building (Bldg 58),  
 Royal Darwin Hospital Campus, Rocklands Dve, Casuarina NT 0810  
 Ph: 08 8922 8196 | Fax: 08 8927 5187 | Web: www.menzies.edu.au  
 ABN: 70 413 542 847

*discovery for a healthy tomorrow*

### Project Copy

4 May 2010

Lynette DeSantis  
 Mayor  
 Tiwi Island Shire Council  
 Nguiu

Dear Lynette

**Re: Skin Sore Trial**

We would be grateful if the Tiwi Island Shire Council could support this research project that will visit Nguiu during 2010 - 2013. If you require more information or have any concerns about the project, we would be happy to discuss it with you at any time.

A handwritten signature in black ink, appearing to read "Asha Bowen".

Dr Asha Bowen  
 Skin Sore Trial PhD Scholar  
 Ph: (08) 8922 7807

I ..... have had the project "Skin Sore Trial" explained to me and have been provided with sufficient information. On behalf of Tiwi Island Shire Council, I agree to support the project visiting Nguiu during 2010-2013.

Name: Lynette DeSantis

Position title: Mayor

Signature .....

Date: / /2010



PO Box 41096, Casuarina NT 0811, Australia  
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 ABN: 70 413 542 847

*discovery for a healthy tomorrow*

### Office Copy

4 May 2010

Lynette DeSantis  
 Mayor  
 Tiwi Island Shire Council  
 Nguiu

Dear Lynette

### Re: Skin Sore Trial

We would be grateful if the Tiwi Island Shire Council could support this research project that will visit Nguiu during 2010 - 2013. If you require more information or have any concerns about the project, we would be happy to discuss it with you at any time.

A handwritten signature in black ink, appearing to read "Asha Bowen".

Dr Asha Bowen  
 Skin Sore Trial PhD Scholar  
 Ph: (08) 8922 7807

I ..... have had the project "Skin Sore Trial" explained to me and have been provided with sufficient information. On behalf of Tiwi Island Shire Council, I agree to support the project visiting Nguiu during 2010-2013.

Name: Lynette DeSantis

Position title: Mayor

Signature .....

Date: / /2010

Menzies School of Health Research

PO Box 41096, Casuarina NT 0811, Australia | John Mathews Building (Bldg 58), Royal Darwin Hospital Campus, Rocklands Dve, Casuarina NT 0810  
 Ph: 08 8922 8196 | Fax: 08 8927 5187 | Web: www.menzies.edu.au | ABN: 70 413 542 847

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## CORRESPONDENCE

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<b>ITEM NUMBER</b>	2.4
<b>TITLE</b>	Conference - Attendance at the National General Assembly of LG (NGA) and Australian Council of Local Government
<b>REFERENCE</b>	41312
<b>AUTHOR</b>	Alan Hudson, Chief Executive Officer



Correspondence relating to upcoming Conferences and forum's is provided to Council for information

### BACKGROUND

A letter was received advising an upcoming event of the National General Assembly of Local Government (NGA) on 14 to 17 June 2010.

Also the following day on the 18<sup>th</sup> June is the meeting of the Australian Council of Local Government – the day when all Mayors come to Canberra to meet with the Prime Minister and the Cabinet.

### RECOMMENDATION:

- a) That Council That Council note and receive this correspondence
- b) That Council elect participants for the conferences

### ATTACHMENTS:

There are no attachments for this report.

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**GENERAL BUSINESS**

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<b>ITEM NUMBER</b>	3.1
<b>TITLE</b>	Community Housing - Presentation by Des Harris - Dept Local Government, Housing and Regional Services
<b>REFERENCE</b>	41076
<b>AUTHOR</b>	Pauline Corpus, Executive Officer



Information on the various housing related activities happening on the Tiwi Islands such as SIHIP and property and tenancy management by Territory Housing.

**BACKGROUND**

The presentation was requested by Councillors' at the March 2010 TISC meeting.

**ISSUES/OPTIONS/CONSEQUENCES**

For noting

**CONSULTATION & TIMING**

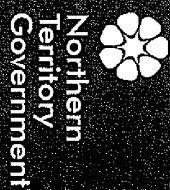
N/A

**RECOMMENDATION:**

**That Council receive and note this presentation**

**ATTACHMENTS:**

**1** Attach - DLGHRs Presentation May 2010.pdf



DEPARTMENT OF  
HOUSING, LOCAL GOVERNMENT AND REGIONAL SERVICES

# Community housing on the Tiwi Islands

Presentation to: **T**iwi **I**slands **S**hire **C**ouncil

4 May 2010

[www.nt.gov.au/dhgrs](http://www.nt.gov.au/dhgrs)





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HOUSING, LOCAL GOVERNMENT AND REGIONAL SERVICES

## Overview

### Improvements in housing are a joint effort

- Northern Territory Government
- Australian Government

Both governments putting in \$\$ and expertise

It is a new way

- Better houses
- Improved and fairer management of houses

[www.nt.gov.au/dhlg/rs](http://www.nt.gov.au/dhlg/rs)



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HOUSING, LOCAL GOVERNMENT AND REGIONAL SERVICES

## What is happening

### 4 different things happening

- 1) S I H I P – Territory Alliance
- 2) Managing the houses and tenancies
- 3) Doing R&M on houses
- 4) Planning for the future



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## What is happening with housing and where

Community	SIHIP	Territory Housing Tenancy Mgt	Territory Housing R & M	Outstation Housing Tenancy Mgt – Shire	Outstation Housing R & M – Shire
Pirlangimpi	✓	✓	✓		
Nguiu	✓	✓	✓		
Milikapiti	✓	✓	✓		
Murrankuwu				✓	✓
Taracumbi				✓	✓
Paru				✓	✓
Condor Point				✓	✓
Pitjimirra				✓	✓
Takapimillyi				✓	✓
4 Mile Camp				✓	✓

[www.nt.gov.au/dlgrs](http://www.nt.gov.au/dlgrs)





Northern Territory Government

DEPARTMENT OF HOUSING, LOCAL GOVERNMENT AND REGIONAL SERVICES

# Strategic Indigenous Housing and Infrastructure Program (S I H I P)

This is the construction work on houses for rent in the 3 main communities.  
AG / NTG has allocated a package of works to Territory Alliance including:

Pirlangimpi	Nguiu	Milikapiti
•30 Rebuilds	• 90 new houses • over 100 Functional Refurbishments/ Rebuilds	• 30 Rebuilds

The aim of SIHIP is to make houses Safe and Functional



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## **Managing the Houses and Tenancies in the 3 Major Communities**

Territory Housing (TH) handles all issues...

1. Makes sure houses are in a safe and functional condition
2. Allocation of houses.
3. Supporting Tenants
4. The Paperwork e.g.. Tenancy Agreements
5. Ensuring Tenants pay Rent and Bond
6. Vacating a House.

[www.nt.gov.au/dhgrs](http://www.nt.gov.au/dhgrs)



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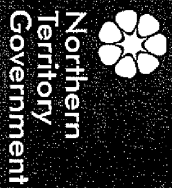
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HOUSING, LOCAL GOVERNMENT AND REGIONAL SERVICES

## **Managing the Houses and Tenancies in the 3 Major Communities (cont)**

### Housing Reference Groups (HRG)

- One in each of Pirlangimpi, Nguu and Milikapiti
- Members are community people
- Valuable advice and recommendations to Territory Housing on allocations, dealing with tenants, etc
  - but final decision on housing matters made by Territory Housing
- Works within guidelines but flexibility for local situation
- Thank You!





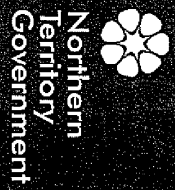
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## Managing the Houses and Tenancies in the 3 Major Communities (cont)

### Rights and responsibilities

#### Territory Housing

- Employs local staff
- Provide a safe and functional house "up to standard"
- Be the contact for R & M or any other queries
- Make sure R & M is done
  - Tenant reports a problem
  - Regular 6 month check of houses
- Help keep tenants in houses through support and advice
- Pay shire council rates and garbage charges
- Manage the waiting list, allocations, any problems with tenancy e.g. noise, damage



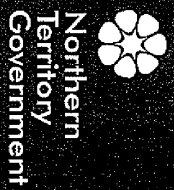
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## **Managing the Houses and Tenancies in the 3 Major Communities (cont)**

### **Rights and responsibilities**

#### **Tenant**

- Safe and functional house
- Set out in tenancy agreement
- Keep house tidy and clean, limit on noise, visitors, pets
- Pay bond
- Pay rent on time
- Pay power bills
- Pay for any damage done by tenant or visitors



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HOUSING, LOCAL GOVERNMENT AND REGIONAL SERVICES

## Doing R&M on houses in the three major communities

Tiwi Islands Shire Council (TISC) does the work for Territory Housing.

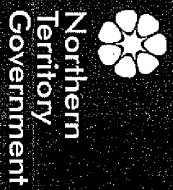
As of 1 July TISC will have a service level agreement with Territory Housing

- Set standards of service
- Payment on invoice

Two triggers for work to be done

- Tenant reports to Territory Housing
- Regular 6 monthly inspections by Territory Housing with the TISC





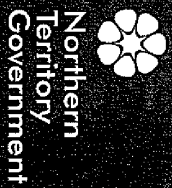
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## **Doing R&M on houses in the three major communities (con't)**

TISC uses own staff and contractors, including Bathurst Island Housing Association.

Excellent relationship between TISC, Territory Housing and SIHIP

Synchronising SIHIP and R&M to get best result for houses.



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## **Outstations: Housing management and R&M**

Done by TISC with funds provided by Department of Housing, Local Government and Regional Services.

- \$s for administration including collecting rent
- \$s for R&M on houses

The rent collections give additional \$s for R&M



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HOUSING, LOCAL GOVERNMENT AND REGIONAL SERVICES

## **Planning for the future: three major communities Tenancy Management**

- Continue support and advice to help people with tenancy matters.
- One system across the NT.
- Flexibility for remote special needs
- Ongoing role of HRGs
- Better understanding of characteristics of communities and housing.
- Better data systems for improved management of tenancy, rent, etc.
- Employment of local staff

[www.nt.gov.au/dhgrs](http://www.nt.gov.au/dhgrs)



## **Planning for the future: three major communities** **(cont)**

### **Property Management**

- Establishing data base on all houses
- Service level agreement from 1 July 2010 for R&M
- Continued improvement of housing stock
  - ✓ Portfolio strategy
  - ✓ Ongoing funding for R&M
  - ✓ Improved systems for tracking and understanding R&M

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## GENERAL BUSINESS

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<b>ITEM NUMBER</b>	3.2
<b>TITLE</b>	Saw Mill Training Presentation - DWEER - Sasha Bleus (Author)
<b>REFERENCE</b>	41209
<b>AUTHOR</b>	Pauline Corpus, Executive Officer

DEEWR is coordinating the organisation of Sawmill Training at Pirlangimpi in May as a follow on to the training that was held in Nguuiu at December. This is for Shire Council information.

### BACKGROUND

In December 2009, trainers Ian Shulz and Tony Arrowsmith delivered Sawmill Training to 12 participants at Nguuiu. The participants were from CDEP and Mensheds and the outcome of the training was two bush tables were made for the Mensheds. Feedback from participants after the training was that it was very useful and they would like to do it again. There was also a lot of interest from the Pirlangimpi community.

### ISSUES/OPTIONS/CONSEQUENCES

The training is being jointly funded by NT DET and ITEC. TITEB will auspice the funding and has made significant in-kind contributions to the project as well, such as the use of the saw mill, trainer's accommodation, vehicle use, etc.

11 participants from Pirlangimpi have been identified between CDEP and ITEC to participate in the training.

The proposed location for the delivery of the training is at Port Melville where there is already a lot of timber and the saw mill is currently erected there.

Many involved in organising the training believe that there is great potential for the start up of a small furniture making business, whether at Nguuiu, Pirlangimpi or in both communities. One idea that has been raised was building furniture to furnish the newly constructed SIHIP houses in Nguuiu. If a partnership were developed with the Pirlangimpi Women's Centre or Bima Wear, they could also upholster the furniture as well as provide/sell other linen. These small business options will be further explored in the future.

There is the intention to organise another follow-up sawmill training session at Nguuiu as well, potentially for June 2010.

### CONSULTATION & TIMING

All consultation has included Maurice Rioli, Sean Phillips, Joseph Bourke, and Manyi Rioli from the Shire, as well as the GBM Peter Penley.

The training will be delivered 18-28 May.

### RECOMMENDATION:

**That Council note and receive this presentation for information**

### ATTACHMENTS:

1 Attach - Saw Mill Poster A4.pdf

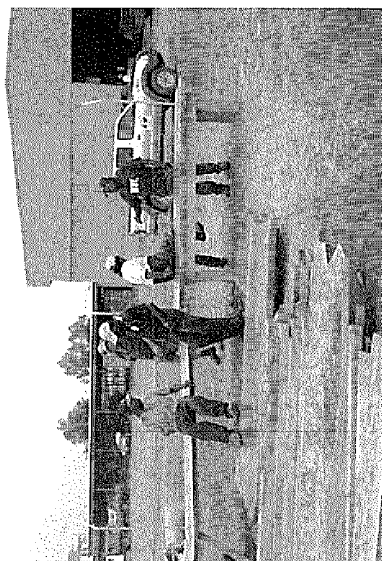
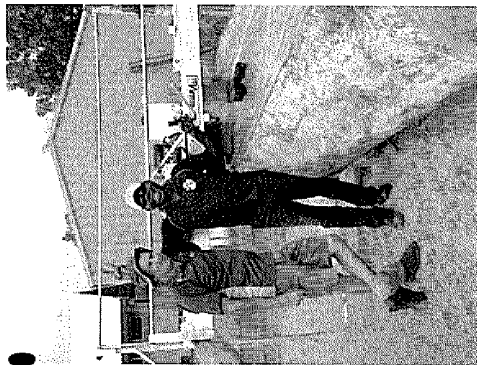
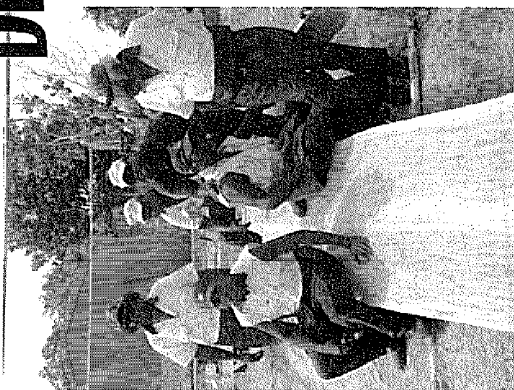
# Did you see us in the Tiwi Times?

Training in how to make bush furniture  
was held in Nguu in December

Tony & Ian are  
coming back to do  
more training at  
Pirlangimpi this time!

## 18 – 28 May

If you are interested tell Peter Penley (GBM) or Joe Burke (CDEP)



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## GENERAL BUSINESS

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<b>ITEM NUMBER</b>	3.3
<b>TITLE</b>	Government Business Managers - Update on 5 Year Plan and Child Protection Visit
<b>REFERENCE</b>	41395
<b>AUTHOR</b>	Pauline Corpus, Executive Officer

GBM John Ramsay, Francine Timaepatua, Peter Penley would like to provide verbal updates and status of programs and events

### BACKGROUND

### ISSUES/OPTIONS/CONSEQUENCES

### CONSULTATION & TIMING

### RECOMMENDATION:

**That Council note and received the Government Business Managers' updates.**

### ATTACHMENTS:

There are no attachments for this report.



## REPORTS FOR INFORMATION

<b>ITEM NUMBER</b>	4.1
<b>TITLE</b>	Community Services - M Rioli
<b>REFERENCE</b>	41176
<b>AUTHOR</b>	Maurice Rioli, Director Community Services



### Progress Report – Community Services

#### **Children Services**

The Milikapiti Childcare Centre commenced operations on Thursday 1<sup>st</sup> April under the supervision of Michelle Boyd. Due to the fencing and other works not being complete the Centre conducted Playgroups and organised the kids activities inside the new facility. The TISC has been informed of extra funds for the Nguju Jirani Child Care Centre for outdoor upgrade works.

Jirani Child Care Centre has been approved to receive an allocation of up to \$150,000 from the Child Care Services Support Program for outdoor capital upgrade works to support the service to meet licensing requirements. A separate funding agreement for the capital funding is being prepared, however, this will be a multi-financial year agreement with an activity period of up to 30 June 2011 to complete the works.

The payments specified under the funding agreement will be 40% (\$60,000) paid on execution of the funding agreement, 30% (\$45,000) to be paid on provision of quotes for the relevant works and 30% (\$45,000) will be paid on completion of the project.

At this stage, in order to finalise the funding agreement, DEEWR require confirmation from the Shire as to the Activity described in the Agreement and DEEWR have drafted the following based on previous discussions with Ebony Costa (Childcare Regional Manager)

- Purchase and install a new shade shelter for the child care service;
- Repair existing shade shelter;
- Installation of soft fall in outside play area;
- Landscaping and modifications to drainage for site;
- Removal of existing tree on site;
- And other minor capital works to meet licensing requirements.

#### **Pirlangimpi Crèche Upgrade**

DEEWR has finalised the new building plans and location for the Pirlangimpi crèche upgrade in consultation with NBC consulting, with an increase budget of \$180,000. The new facility will be build to new child care licensing requirements and has been endorsed by the NT Child Care Licensing Body. Residents at see NBC and Engineers from the NT Government begin works at the site over the next few weeks.

See Attachment

## **PACE Project**

The Regional Manager and I are currently negotiating another proposal to be funded by DEEWR and that is the PACE Project

The aim of the project is to find a way for disengaged parents to engage with the child care centre at Nguui (Jirnani Child Care Centre) and introduce to those parents the concept of the child care setting or child care environment. The project aims to work with those parents to build their understanding of how the transition from the current care given by parents or grandparents to the child care setting can enhance early childhood learning, including the cultural, physical, social, emotional, language and learning development needs and thus preparing the child for a successful start to school. The emphasis will be in promoting awareness and highlighting that the child care centre provides an environment that acknowledges and strengthens the cultural identity of the children attending the service as a parallel to early learning.

### **Phase 1**

Link into existing Committees that are currently set up within the Tiwi Islands – either:

(a) The Tiwi Shire is currently looking at setting up an accreditation panel (Committee) for Children's Services across the Tiwi Islands – one for each community. The Shire Director of Community Services, Outside School Hours Care Coordinator and HR representative will sit on all three community committees and each committee will then have 2 x dads and 2 x mums sitting on each committee. The committees will report to the Shire CEO and meet once a month.

(b) The Communities for Children program funded by FaHCSIA and delivered by the Australian Red Cross has an existing Tiwi Local Committee comprising of community representatives from all three communities on the Tiwi Islands and members who are linked to core local services.

### **Phase 2**

The project will employ a Coordinator position who will work with either committee (look at employing this position as Coordinator of the accreditation panel? Engagement of up to 2-4 x local Indigenous Child Care service workers for this project.

The committee will assist to identify the parents who are not engaging with the CCC.

### **Phase 3**

Once the parents are identified, the Coordinator will then approach the parents and together with the child care workers work on a case by case basis to eliminate barriers to using the service. This may be home play based activities with the parents and children or workshops.

An event will be held at the Child Care Centre to:

1. Talk about the formation of the committee and welcome the community to the centre
2. Talk about the upcoming parental engagement project
3. Meet the coordinator and let people know what the Coordinator role will be
4. Education session on the importance of the Child Care Centre

Parent/Grandparent friendly sessions will be held that focus on the Child Care Centres culturally inclusive programs.

## **Sport Recreation**

See Regional Managers report for programmes and activities in attachments.



**TISC Dog Policy**

Consultations with the community and community organisations will continue during the next two months for an agreed policy to be Drafted.

**Sawmill Training**

Negotiations will see sawmill training at Pirlangimpi on 18<sup>th</sup> – 21<sup>st</sup> May 2010.

Organisations involved in supporting this project include DEEWR, Titeb, ITEC, CDEP and TISC.

CDEP and ITEC need to identify at least 10 participants to train under this project.

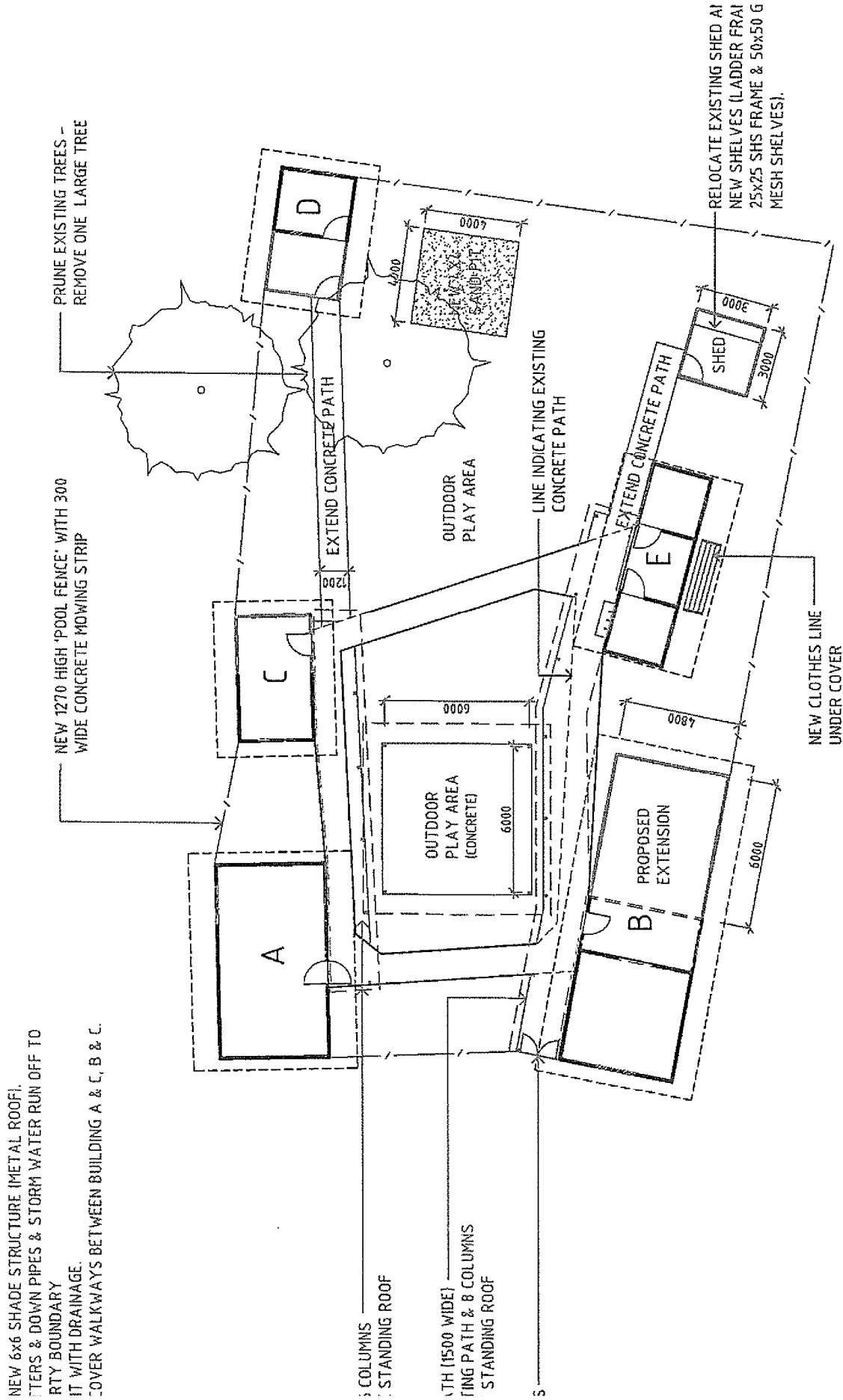
It is envisaged that this training can provide for a small timbermill business to be established.

**RECOMMENDATION:**

**That Council note and receive this report for information**

**ATTACHMENTS:**

**1** Attach - Pirlangimpi Creche Building Plan.pdf



ESSENTS NEW WORK TO BE CARRIED OUT)  
PRESENTS EXISTING)

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## REPORTS FOR INFORMATION

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**ITEM NUMBER** 4.2  
**TITLE** TISC Finance Report as at 31st March, 2010 YTD  
**REFERENCE** 41179  
**AUTHOR** Kevin Lee, Finance Manager



TISC March 2010 Management Report

### Management Progress

- Deloitte has issued the individual 2008/2009 grant acquittal reports. Of the 34 acquittal reports, 29 (ie 85%) have been issued with 'no opinion' with the remainder comprised of the following:
  - Unqualified
    - DLGH/Municipal + Essential Services Capital Grant Funding.
    - Tiwi Skins Group Project.
    - Pirl Swimming Pool Refurbishment.
    - Pool Chlorination Equipment at Nguu
  - Partially Qualified
    - Nguu Cementary Upgrade
- Please note Deloitte has yet to issue Tiwi's management letter.
- Commenced financial performance review of key areas including the following:
  - Mechanical workshops where costs have not been sufficiently recovered and identified the absence of approval for internal work orders.
  - Shire Civil Workshops.
  - Housing Repairs & Maintenance.
  - Sport and Recreation.
  - After School Care

### Cash at Bank

Trust Account	\$4,547,525.05
Operating Accounts	\$485,208.22
<b>TOTAL</b>	<b>\$5,032,733.27</b>

### RECOMMENDATION:

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

### ATTACHMENTS:

- 1 Attach - Consolidations - Financial Report April 2010.pdf



# **Tiwi Islands Shire Council** **Consolidated Profit and Loss Report** **For the Month Ending 31st March 2010**

LEEK 23-Apr-2010 16:14:44

Month			
Actual	Budget	Variance	Variance %

## Revenue

<b>Income Rates</b>			
595	0	595	0%
798	0	798	0%
1,393	0	1,393	0%
<b>Income Council Fees and Charges</b>			
146,118	0	146,118	0%
(7,592)	0	(7,592)	0%
5,857	167	5,690	3407%
0	0	0	0%
8,008	417	7,591	1820%
152,389	584	151,805	25934%
<b>Income Operating Grants Subsidies</b>			
0	151	(151)	-100%
138,691	0	138,691	0%
646,897	250	646,647	258659%
634,654	167	634,487	379932%
1,420,241	568	1,419,673	249942%
<b>Income Investments</b>			
16,200	0	16,200	0%
16,200	0	16,200	0%
<b>Income Contributions Donations</b>			
0	0	0	0%
0	0	0	0%
2,597	0	2,597	0%
296	0	296	0%
2,893	0	2,893	0%
<b>Income Reimbursements</b>			
0	0	0	0%
2,597	0	2,597	0%
296	0	296	0%
2,893	0	2,893	0%
<b>Income Agency and Commercial Services</b>			
245	0	245	0%
31,293	0	31,293	0%
189,375	0	189,375	0%
157,422	0	157,422	0%
346,797	0	346,797	0%
930,979	0	930,979	0%
82,075	0	82,075	0%
60,787	1,503	59,284	3944%
(578)	0	(578)	0%
86,098	3,753	82,345	2194%
1,159,360	5,256	1,154,104	21958%
0	1,359	(1,359)	-100%
1,385,900	0	1,385,900	0%
7,531,018	2,250	7,528,768	334612%
5040,992	1,503	5,039,489	335295%
13,957,909	5,112	13,952,797	272942%
161,213	0	161,213	0%
161,213	0	161,213	0%
909	0	909	0%
909	0	909	0%
550	0	550	0%
4,313	0	4,313	0%
7,429	0	7,429	0%
12,292	0	12,292	0%
4,404	0	4,404	0%
146,937	0	146,937	0%

TISC PL CONSOLIDATED (MTD VS YTD) Mar10.XLS

Page 1 of 7



**Tiwi Islands Shire Council**  
**Consolidated Profit and Loss Report**  
**For the Month Ending 31st March 2010**

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Actual	Budget	Month		Variance	Variance %		Year to Date			
							Actual	Budget	Variance	Variance %
36,718	0	0	36,718	0	0%	6725 - Contract Fee Inc	307,656	0	307,656	0%
0	0	0	0	0	0%	6727 - Fuel Tax Credit Income	0	0	0	0%
68,256	0	68,256	0%				458,997	0	458,997	0%
0	0	0	0%			Inc Sale of Assets				
0	0	0	0%			6914 - Proceeds from Sale Plant	909	0	909	0%
0	0	0	0%			6919 - Proceeds from Sale M vehicles	6,409	0	6,409	0%
0	0	0	0%				7,318	0	7,318	0%
1,661,372	1,152	1,660,220	144116%			Total Revenue	16,104,795	10,368	16,094,427	155232%



## Tiwi Islands Shire Council Consolidated Profit and Loss Report For the Month Ending 31st March 2010

LEEK 23-Apr-2010 16:14:44

Month			
Actual	Budget	Variance	Variance %

### Operating Expenditure

<b>Employee Expenses</b>			
419,882	0	(419,882)	0%
17,385	0	(17,385)	0%
1,486	0	(1,486)	0%
72,722	4,848	(67,874)	-1400%
41,902	0	(41,902)	0%
0	7,871	7,871	100%
252,439	0	(252,439)	0%
0	0	0	0%
12,991	5,138	(7,853)	-153%
697	0	(697)	0%
819,504	17,857	(801,647)	-4489%
<b>Contract and Material Expenses</b>			
0	833	833	100%
0	0	0	0%
0	0	0	0%
68,310	0	(68,310)	0%
0	0	0	0%
0	0	0	0%
0	0	0	0%
0	0	0	0%
0	0	0	0%
0	0	0	0%
0	0	0	0%
26	0	(26)	0%
0	0	0	0%
1,924	0	(1,924)	0%
0	0	0	0%
77,211	3,167	(74,044)	-2338%
0	0	0	0%
0	0	0	0%
155,160	3,900	(151,260)	-3878%
10,625	5,879	(4,746)	-81%
1,743	1,748	5	0%
180	0	(180)	0%
0	0	0	0%
0	1,292	1,292	100%
3,278	1,042	(2,236)	-215%
28,643	1,001	(27,642)	-2761%
386	0	(386)	0%
2,350	7,043	4,693	67%

TISC PL CONSOLIDATED (MTD VS YTD) Mar10.XLS

Year to Date			
Actual	Budget	Variance	Variance %

4109,976	2	(4,109,974)	-205498866%
212,304	0	(212,304)	0%
19,086	0	(19,086)	0%
674,092	43,632	(630,460)	-1445%
389,322	0	(389,322)	0%
2,707	70,839	68,132	96%
2,658,693	0	(2,658,693)	0%
7,706	0	(7,706)	0%
116,919	46,242	(70,677)	-153%
12,800	0	(12,800)	0%
8,213,606	160,715	(8,052,891)	-5011%
<b>Contract and Material Expenses</b>			
0	7,497	7,497	100%
0	0	0	0%
0	0	0	0%
660,247	0	(660,247)	0%
0	0	0	0%
365,539	0	(365,539)	0%
7,401	0	(7,401)	0%
33,735	0	(33,735)	0%
14,384	0	(14,384)	0%
0	0	0	0%
496	0	(496)	0%
51	0	(51)	0%
13,468	0	(13,468)	0%
2,224	0	(2,224)	0%
691,065	28,503	(662,562)	-2325%
600	0	(600)	0%
0	0	0	0%
1,276,892	35,100	(1,241,792)	-3338%
36,997	52,912	15,915	30%
17,965	15,732	(2,233)	-14%
4,295	0	(4,295)	0%
3,821	0	(3,821)	0%
37,912	11,628	(26,284)	-226%
19,545	9,378	(10,167)	-108%
143,509	9,009	(134,500)	-1493%
1,458	0	(1,458)	0%
111,033	63,367	(47,666)	-75%



# **Tiwi Islands Shire Council** **Consolidated Profit and Loss Report** **For the Month Ending 31st March 2010**

LEEK 23-Apr-2010 16:14:44

TISC PL CONSOLIDATED (MTD VS YTD) Mar10.XLS

	Month					Year to Date			
	Actual	Budget	Variance	Variance %		Actual	Budget	Variance	Variance %
<b>Finance Expenses</b>									
7262 - Gas Exp	0	0	0	0%		6,392	0	(6,392)	0%
7263 - Water Charge Exp	133	0	(133)	0%		28,159	0	(28,159)	0%
7264 - Sewerage Charge Exp	333	0	(333)	0%		9,371	0	(9,371)	0%
7271 - Fuel Exp Power Generation	0	0	0	0%		75,910	0	(75,910)	0%
7272 - Fuel and Oil Exp Motor Vehicles	35,127	2,918	(32,209)	-1104%		417,994	26,262	(391,732)	-1492%
	385,429	28,823	(356,606)	-1237%		3,960,464	259,408	(3,721,056)	-1434%
<b>Finance Expenses</b>									
7311 - Bank Fees and Charges	323	416	93	22%		3,965	3,744	(211)	-6%
7313 - Interest Exp Overdraft	0	0	0	0%		5,881	0	(5,881)	0%
	323	416	93	22%		9,835	3,744	(6,091)	-163%
<b>Communication Expenses</b>									
7411 - Mobile Telephone Exp	286	0	(286)	0%		9,812	0	(9,812)	0%
7412 - Office Telephone Exp	35,083	6,753	(28,330)	-420%		174,682	60,777	(113,905)	-187%
7413 - Postage Exp	72	167	95	57%		1,272	1,503	231	15%
7414 - Courier & Freight Expenses	19,052	2,963	(16,089)	-543%		186,937	26,667	(160,270)	-801%
7415 - Network Communication Exp (ISDN, ADSL)	55	0	(55)	0%		39,980	0	(39,980)	0%
7416 - Internet Service Provider Exp	0	0	0	0%		612	0	(612)	0%
	54,550	9,883	(44,667)	-452%		413,285	88,947	(324,348)	-365%
<b>Asset Expense</b>									
7511 - Depreciation Exp Buildings	5,163	0	(5,163)	0%		35,655	0	(35,655)	0%
7512 - Depreciation Exp Infrastructure	11,616	0	(11,616)	0%		98,894	0	(98,894)	0%
7513 - Depreciation Exp Plant	29,743	0	(29,743)	0%		262,318	0	(262,318)	0%
7514 - Depreciation Exp Equipment	754	0	(754)	0%		4,990	0	(4,990)	0%
7519 - Depreciation Exp Motor Vehicles	10,765	0	(10,765)	0%		85,469	0	(85,469)	0%
7521 - Sale of Asset Exp Land	(141)	0	141	0%		0	0	0	0%
	57,901	0	(57,901)	0%		487,327	0	(487,327)	0%
<b>Miscellaneous Expenses</b>									
7911 - Ins Premium Exp Public Liability	0	0	0	0%		0	0	0	0%
7912 - Ins Premium Exp Professional Indemnity	3,687	0	(3,687)	0%		33,180	0	(33,180)	0%
7913 - Ins Premium Exp Plant	3,996	0	(3,996)	0%		39,153	0	(39,153)	0%
7914 - Ins Premium Exp Industrial Special Ris	19,586	0	(19,586)	0%		176,271	0	(176,271)	0%
7915 - Ins Premium Exp General	1,118	9,748	8,630	89%		(1,014)	87,732	88,746	101%
7921 - Advertising Exp	983	972	(11)	-1%		12,208	8,748	(3,460)	-40%
7931 - Training Course Fee Exp	3,195	1,331	(1,864)	-140%		26,290	11,979	(14,311)	-59%
7932 - Conference or Seminar Course Fee Exp	0	167	167	100%		2,538	1,503	(1,035)	-41%
7934 - Accommodation Exp	6,286	2,700	(3,586)	-133%		41,179	24,300	(16,879)	-69%
7935 - Airfare & General Travel Expense	12,065	1,884	(10,181)	-540%		76,282	16,956	(59,326)	-350%





## Tiwi Islands Shire Council Consolidated Profit and Loss Report For the Month Ending 31st March 2010

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TISC PL CONSOLIDATED (MTD VS YTD) Mar10.XLS

	Month					Year to Date			
	Actual	Budget	Variance	Variance %		Actual	Budget	Variance	Variance %
7936 - Taxi Exp	1,511	0	(1,511)	0%		5,179	0	(5,179)	0%
7937 - Travel Allowance Expenses	2,910	1,503	(1,407)	-94%		29,586	13,527	(16,069)	-119%
7941 - Vehicle Registration Exp	0	1,915	1,915	100%		41,520	17,235	(24,285)	-141%
7944 - License Fee Expenses	0	834	834	100%		1,780	7,506	5,726	76%
7951 - Chairman Mayoral Allowance Exp	3,580	0	(3,580)	0%		34,101	0	(34,101)	0%
7952 - Councilor Allowance Exp	9,018	0	(9,018)	0%		90,695	0	(90,695)	0%
7961 - Audit Fee Exp	(58,948)	4,644	63,592	1369%		68,716	41,796	(26,920)	-64%
7962 - Accounting Fee Exp	2,173	6,334	4,161	68%		3,201	57,006	53,805	94%
7970 - R & M Exp Motor Vehicle	245	0	(245)	0%		245	0	(245)	0%
7977 - R & M Exp Plant & Equipment	2,266	0	(2,266)	0%		2,266	0	(2,266)	0%
7982 - Small balances write-off Exp	(0)	0	0	0%		(1,095)	0	1,095	0%
7991 - Sea Cat Ferry Expense	0	0	0	0%		32,195	0	(32,195)	0%
7995 - Provision for Doubtful Debts expense	15	0	(15)	0%		3,952	0	(3,952)	0%
7996 - Membership or Subscription Exp	2,880	0	(2,880)	0%		(0)	0	0	0%
						33,560	0	(33,560)	0%
	16,574	32,032	15,458	48%		752,000	288,288	(463,712)	-161%
<b>Internal Cost Allocations</b>									
9111 - Allocation Salary Exp Normal	0	0	0	0%		0	0	0	0%
9112 - Allocation Salary Exp Overtime	0	864	864	100%		0	7,776	7,776	100%
9114 - Allocation Salary Exp Leave	0	0	0	0%		0	0	0	0%
9116 - Allocation Salary Exp SGC Superannuation	0	0	0	0%		0	0	0	0%
9131 - Allocation Fringe Benefits Tax	0	0	0	0%		0	0	0	0%
9132 - Allocation Salary Packaged Items	0	0	0	0%		0	0	0	0%
9135 - Allocation Staff Relocation Expenses	0	0	0	0%		0	0	0	0%
	0	864	864	100%		0	7,776	7,776	100%
<b>Allocation of Contract and Material Expe</b>									
9272 - Allocation Fuel and Oil Exp Motor Vehicle	0	0	0	0%		119,036	0	(119,036)	0%
	0	0	0	0%		119,036	0	(119,036)	0%
<b>Allocation of Communications</b>									
9411 - Allocation Mobile Telephone Exp	0	0	0	0%		0	0	0	0%
	0	0	0	0%		0	0	0	0%
<b>Asset Expense - Internal Allocation</b>									
9511 - Allocation Depreciation Exp Buildings	0	0	0	0%		0	0	0	0%
9512 - Allocation Depreciation Exp Infrastructu	0	0	0	0%		0	0	0	0%
9513 - Allocation Depreciation Exp Plant	0	0	0	0%		0	0	0	0%
9514 - Allocation Depreciation Exp Equipment	0	0	0	0%		0	0	0	0%
9519 - Allocation Depreciation Exp Motor Vehicle	0	0	0	0%		0	0	0	0%



**Tiwi Islands Shire Council**  
**Consolidated Profit and Loss Report**  
 For the Month Ending 31st March 2010

LEEK 23-Apr-2010 16:14:44

	Month					Year to Date			
	Actual	Budget	Variance	Variance %		Actual	Budget	Variance	Variance %
	0	0	0	0%		0	0	0	0%
<b>Allocation and Suspense</b>									
0	0	0	0	0%	503,535	0	0	(503,535)	0%
0	0	0	0	0%	0	0	0	0	0%
0	0	0	0	0%	0	0	0	0	0%
0	(89,557)	(89,557)	100%	9999 - Suspense Account	3,390	(806,016)	(809,406)	100%	100%
0	(89,557)	(89,557)	100%		506,925	(806,016)	(1,312,941)	163%	
<b>Internal Cost Allocations</b>									
0	0	0	0%	9816 - Ferry Charges - Expense	23,775	0	0	(23,775)	0%
0	0	0	0%	9817 - Workshop Charges - Expense	144,421	0	0	(144,421)	0%
0	0	0	0%	9819 - Housing - Internal Allocations Expense	1,487,707	0	0	(1,487,707)	0%
0	0	0	0%	9852 - Grant Admin Fee - Income	(503,535)	0	0	503,535	0%
0	0	0	0%	9856 - Ferry Charges - Income	(23,775)	0	0	23,775	0%
0	0	0	0%	9857 - Workshop Charges Income	(263,457)	0	0	263,457	0%
0	0	0	0%	9859 - Housing Internal Allocations - Income	(1,487,707)	0	0	1,487,707	0%
0	0	0	0%		(822,571)	0	622,571	0%	0%
1,334,281	318	(1,333,963)	-419485%	Total Expenses	13,859,916	2,862	(13,857,054)	-484174%	
327,091	834	2,994,182	359015%	NET SURPLUS/(DEFICIT) - Before CAPEX & Commitments	2,244,879	7,506	29,951,481	399034%	



**Tiwi Islands Shire Council**  
**Consolidated Profit and Loss Report**  
 For the Month Ending 31st March 2010

LEEK 23-Apr-2010 16:14:44

Month			
Actual	Budget	Variance	Variance %

Year to Date			
Actual	Budget	Variance	Variance %

**Capital Expenditure**

				WIP Assets				
38,670	0	(38,670)	0%	3321 - Expense Purchase Buildings	381,519	0	(381,519)	0%
(5,612)	0	5,612	0%	3322 - WIP Buildings	84,012	0	(84,012)	0%
(28,960)	0	28,960	0%	3329 - EO transfer to Acq Buildings	(360,725)	0	360,725	0%
125,233	0	(125,233)	0%	3331 - Expense purchase Infrastructure	181,161	0	(181,161)	0%
(73,876)	0	73,876	0%	3332 - WIP Infrastruct	0	0	0	0%
0	0	0	0%	3339 - EO transfer to Acq Infrastructure	(139,324)	0	139,324	0%
0	834	834	100%	3341 - Expense Purchase Plant	5,662	7,506	1,844	25%
0	0	0	0%	3349 - EO transfer to Acq Plant	(9,449)	0	9,449	0%
(17,242)	0	17,242	0%	3351 - Expense Purchase Equipment	59,062	0	(59,062)	0%
0	0	0	0%	3352 - WIP Equipment	5,920	0	(5,920)	0%
0	0	0	0%	3359 - EO transfer to Acq Equipment	(10,478)	0	10,478	0%
94,031	0	(94,031)	0%	3391 - Expense Purchase Vehicles	94,031	0	(94,031)	0%
(47,867)	0	47,867	0%	3399 - EO transfer to Acq M Vehicles	(47,867)	0	47,867	0%
84,377	834	(83,543)	-10017%		243,524	7,506	(236,018)	-3144%
84,377	834	(83,543)	-10017%	Total CAPEX	243,524	7,506	(236,018)	-3144%
242,713	0	3,077,726	0%	NET SURPLUS / (DEFICIT) - Including CAPEX	2,001,354	0	30,187,500	0%

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## REPORTS FOR INFORMATION

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<b>ITEM NUMBER</b>	4.3
<b>TITLE</b>	Child Care Progress Report
<b>REFERENCE</b>	41199
<b>AUTHOR</b>	Ebony Costa, Regional Coordinator of Childrens Services



Update on Child Care Services

**Milikapiti CCC:** We will be opening on Thursday 1<sup>st</sup> April, but only as a Play Group until the grounds are completed. We will then hold an official 'Opening Day' after the grounds are completed. Co-ordinator: Michelle Boyd, Childcare Workers: Samantha Lorenzo & Rickeisha Daniels and once we are in full operation we will bring on 2 CDEP participants as part-time staff members.

**Pirlangimpi CCC:** Co-ordinator: Janet Bourke Childcare Workers: Crystal Bourke and the newly appointed Belinda Lee, CDEP(part-time) Alison Puruntatameri, Shirley Puruntatameri and Terrianne Farmer.

Michelle Banks DEEWR and Alison Jenkins NT Children's Service Unit have gone over the building plans and NBC Consultants will finalise the plans and then the contractors can start.

- Minutes Red Cross Programs is attached

**Jirnani CCC:** Jirnani is advertising for an Assistant Cook, 5 days a week from 8:00 am to 12:00 pm (4 hrs) and 3 CDEP participants (part-time).

Our Parents'n'Bubs workshop is the Antenatal Care Program. The program is held at Jirnani's Baby Room.

- Group Antenatal Program is attached.

### RECOMMENDATION:

**That Council note and receive the report for information**

### ATTACHMENTS:

- 1 Attach - Notes of Meeting with TISC and Red Cross - 25 March 2010.pdf
- 2 Attach - Child Care Services - Group Antenatal Care Program Nguu 2010.pdf



**NOTES OF MEETING WITH SHEA ROTUMAH, KEVIN DOOLAN (TISC), BREE NEESHAM AND JOAN MEREDITH (RED CROSS) AT NGUIU ON MONDAY MARCH 25<sup>TH</sup> 2010 AT 1.15pm ON THE TITEB VERANDAH**

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**Purpose of Meeting:**

- Discussion on the idea of drawing together of complimentary Red Cross and local community recreation and youth programs to provide a more co-ordinated and “whole of family” approach to Red Cross Communities for Children (C4C), Red Cross Remote Holiday Program and local TISC Children's and Youth activities delivered in Nguu specifically and in Milikapiti and Pirlangimpi generally.
- Discussion arranged in the hope of creating opportunities for Red Cross programs and their staff to work together with TISC Recreation Staff and others to support and assist the TISC staff in developing their program planning and providing professional modelling and mentoring assistance as and when requested.
- To specifically discuss the delivery of programs in Nguu in the first week of the school holidays (Monday June 21<sup>st</sup> to Saturday June 26<sup>th</sup> 2010). During that period Red Cross could conduct three programs. The Communities for Children program which will conduct community program evaluation training with adult Communities for Children committee members, the SAM OW program could conduct Youth Workshops for the 13 plus age group and the Remote Community Holiday Program could focus on providing activities for the 5-13 year olds.

Bree explained the proposal and asked Kevin and Shea if they saw value in programs being developed in a co-ordinated manner, planned in consultation with Shire staff and delivered with the support of the TISC Recreation and Youth Diversion program staff.

**Action: Kevin and Shea both supported the idea and offered support and assistance to this coordinated approach.**

Joan reported that programs had been planned under the Communities for Children (C4C) program which is focused on the provision of services and activities for families with children 0-12 years. In planning activities until June 30<sup>th</sup> 2010 a strong Local C4C Committee has been developed. The local committee assisted in selecting a number of funded programs including the Save the Children Young Mums Club and the Deadly Dad's and kids music program. Both are parenting programs which focus initially on the needs of the Mums and the Dads

A summary sheet of the Tiwi Islands C4C activities was circulated and it was noted that in April a Family Event will take place from April 6-8<sup>th</sup> in Milikapiti – which would be very much assisted by involvement of the Shire Milikapiti Recreation Workers.

**Recreation staff rostering – request from Maurice:**

In her meeting with Maurice Rioli and Ebony Williams Costa in Pirlangimpi last Thursday, Maurice asked Joan to mention to Shea the importance of adjusting the roster to provide local recreation staff support to the Milikapiti Family Event/Camp program.

**NOTES OF MEETING WITH SHEA ROTUMAH, KEVIN DOOLAN (TISC), BREE NEESHAM AND JOAN MEREDITH (RED CROSS) AT NGUIU ON MONDAY MARCH 25<sup>TH</sup> 2010 AT 1.15pm ON THE TITEB VERANDAH**

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**April 6-8<sup>th</sup> Milikapiti Family Events**

It was reported that Relationships Australia will be taking a lead role in organising some of the activities involved in this three day program. In addition, Committee members living in Pirlangimpi and Milikapiti will be asked to join us in Milikapiti and they will be involved in developing their program planning and evaluation skills with our C4C Evaluator Nea Harrison.

**Action:**

1. Kevin indicated an interest in being involved in the C4C Program Evaluation Training
2. Joan offered to provide Shea and Kevin with a list of the members of the Local Tiwi Islands C4C Committee for their reference.

Training of the Nguu C4C Local Tiwi Committee members will take place at a later date as it seemed unlikely that Nguu residents would be able to travel to Milikapiti for a three day stay.

**Local TISC Recreation contracts and access the Recreation Hall facilities**

Shea confirmed that Jason was the principal TISC Recreation Dept contact at Milikapiti and that access to the Rec Hall for the April program should be negotiated with him. At Pirlangimpi we need to speak to Mark, Danielle Dunn and David Guy (DJ)

**Other program dates:**

**May 2** – Is Mother's Day and the C4C program plans to have a Mother's Day gathering on the beach at Pirlangimpi to celebrate this special day.

**Action:** Shea and Kevin asked if it would be possible to change the plans for the Pirlangimpi Mother's Day program as last year Mothers Day was a big event in Nguu.

**Action:** Rather than cancelling Pirlangimpi – would it be possible for us to have some Mother's Day activities across the three locations? Further consideration required.

**June 21-26, 2010**

**Nguu** – program to include Communities for Children activities, Remote Communities Holiday Program and the SAM OW Youth Workshops, in addition it is expected that the ECA FaFT Playgroups will be providing activities and Relationships Australia and Save the Children are also likely to provide program content. Local Committee training and evaluation and data collection will also take place during this period with the support of the C4C Evaluator.

**Action:** Local Health and Children's Services will also be asked to be involved if they are able to.

**NOTES OF MEETING WITH SHEA ROTUMAH, KEVIN DOOLAN (TISC), BREE NEESHAM AND JOAN MEREDITH (RED CROSS) AT NGUIU ON MONDAY MARCH 25<sup>TH</sup> 2010 AT 1.15pm ON THE TITEB VERANDAH**

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**April 12-15 – National Youth Week activities**

Kevin reported that a planning meeting for this program will take place next Wednesday March 31<sup>st</sup> at 10-30am at the Shire Office and Red Cross staff were invited to attend. Specifically Jon Benham (PHaMS), Rodney Williams, Bobby Coles or Kootji, Leisa or Bree.

**Action:** Joan said she would report this request back to Jon, Rodney and Leisa.

**Other thoughts and comments:**

It was explained that a group of local Nimarra workers will be employed by Red Cross to support and assist the Communities for Children program in a variety of ways from gathering information from the community about family needs, to assisting Community Partners who are delivering programs across the Tiwi Islands to understand how programs can be adapted to better suit the needs of Tiwi families.

**FaFT Playgroup programs – funded until June 2010 – NT Government funding delivered by ECA in partnership with Red Cross.**

Programs are conducted on a fortnightly bases by ECA but there will be a gap during April and May due to holidays. The sessions are provided on Monday and Tuesday mornings and in the afternoon ECA work alongside Childcare Centre children and staff to support program and activity planning and provide positive role modelling.

Meeting concluded with thanks to Kevin and Shea for giving up their valuable time to support this coordinated Children and Youth program delivery approach across the two islands.

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**COMMUNITIES FOR CHILDREN (C4C) TIWI ISLANDS LOCAL COMMITTEE MEMBERSHIP LIST FOR YOUR INFORMATION**

Teresita Puruntatameri, Therese Puruntatameri, Frances Xavier (Malarlampuwi) Kurrupuwu, Regina Kantille, Augusta (Sandy) Puguatji, Jane Puautijmi, Jacinta Tipunguuti, Judith Mary Puruntatameri, Teresea Portaminni, Eunice Orsto, Ancilla Kurrupuwu, Deanne Rioli, Madeline Puruntatura, Patrick Puruntatameri, Anne-Marie Puruntatameri, Cisco Bubui, Francine Kantilla, Teddy Portaminni, Cassie Munkara, Cathy Stassi, Maurice Rioli (Shire representative) Alberta Puruntatameri, Virginia Galarla, Geraldine Puruntatameri, Marius Puruntatameri, Mary Elizabeth Moreen, Amy Moreen, Janet Bourke, Vincent Mangatopi, Francine Timaepatura (IEO FaHCSIA – observer status)

**Note:** All members of the Tiwi Islands Local C4C Committee have been invited to attend Family Events which will take place in April and May so that they can be involved in training to evaluate the C4C programs that are being delivered across the Islands currently and those that will be delivered in the future. This training is important as it will provide Tiwi Islands Local Committee members with skills that will assist them in assessing and recommending programs for future funding under the Communities for Children funding. The first training for Melville Island residents will take place April 6-7<sup>th</sup>. Training for Nguiu resident Committee members will take place around April 21<sup>st</sup> at Nguiu.

**NOTES OF MEETING WITH SHEA ROTUMAH, KEVIN DOOLAN (TISC), BREE  
NEESHAM AND JOAN MEREDITH (RED CROSS) AT NGUIU ON MONDAY MARCH 25<sup>TH</sup>  
2010 AT 1.15pm ON THE TITEB VERANDAH**

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## Group Antenatal Care Program Nguu 2010

Session	Date	Who	Topic	Where	Activities
1	Thursday 25 <sup>th</sup> March 10-12pm	Diane Griffin Liz Ruutz Teresia Portaminni Mary Mullins Linda Pupangamirri	Roles of the staff Uterine growth Smoking and drug use	Well-being Centre & Jirnani Childcare Centre	Lunch
2	Thursday 8 <sup>th</sup> April 10-12pm	Liz Ruutz Renee Gwee Teresia Portaminni Mary Mullins Linda Pupangamirri	Diet, teeth and exercise	Well-being centre & pool	Water aerobics
3	Thursday 22 <sup>nd</sup> April 10-12pm	Anne Davis ? Liz or Janice Teresia Portaminni Mary Mullins	Sexual Health and body changes during pregnancy	Well-being centre & Jirnani Childcare Centre	
4	Thursday 6 <sup>th</sup> May 10-12pm	Liz Ruutz Diane Griffin Teresia Portaminni Mary Mullins	Domestic violence Emotional changes	Well-being centre & Jirnani Childcare Centre	
5	Thursday 20 <sup>th</sup> May 10-12pm	Diane Griffin Liz Ruutz Teresia Portaminni Mary Mullins	Signs of labour	Beach	Practice breathing
6	Thursday 3 <sup>rd</sup> June 10-12pm	Diane Griffin Liz Ruutz Teresia Portaminni Mary Mullins	Birth and pain relief	Well-being centre & Jirnani Childcare Centre	Birth video Core of life
7	Thursday 17 <sup>th</sup> June	Diane Griffin Liz Ruutz	Looking after baby	Jirnani Childcare Centre	Invite Dads to come & have pm session & BBQ

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## REPORTS FOR INFORMATION

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<b>ITEM NUMBER</b>	4.4
<b>TITLE</b>	Ideas for the Community Development Projects
<b>REFERENCE</b>	41201
<b>AUTHOR</b>	Alan Hudson, Chief Executive Officer

This reports details some the ideas for the Community Development Projects Grant Funding

### BACKGROUND

As a Result from Public Meetings held in 10 – 11 April and Managers meeting held on the 7 April – we have a list of ideas to consider on behalf of the communities

Nguiu Meeting – No Comments were received from the public. Barry Puruntatameri and Maralampuwi Kurrupuwu were present.

Pirlangimpi Meeting – Comments related to Public Transport Service – Issue is travelling from Pirlangimpi to Nguiu. Manyi Rioli was present.

Milikapiti Meeting – See attachment

Ideas from the Managers Meeting held on the 7<sup>th</sup> April 2010.

Suggested Community Projects:

- Fencing project – fencing houses and other identified areas
- Fire Break – seeking interest with the Tiwi Land Council.
- Pirlangimpi – Undercover multi purpose sports court ie Basketball, tennis ect.

Comments from Lynette De Santis

- Toilets – Milikapiti, proposal to relocate toilets away from main entrance.
- Public Toilets - Milikapiti, establish toilets opposite the shop – there is an existing ablution block.
- Purchase a high pressure commercial gurney to clean buildings
- Pool ( Red Dust are in consultation )

### CONSULTATION & TIMING

Sean Phillips to contact Peter McCormack and Rex and commence an implementation plan to process as soon as possible.

### RECOMMENDATION:

**That Council note and received this report for information.**

### ATTACHMENTS:

- 1 Attach - Milikapiti - Comments from Public Meeting 11 April 2010.doc

Comments from Public Meeting 11 April 2010 – Milikapiti taken by David Boyd.

Play Equipment for Park.

Score board for oval.

Fence for oval and seating with shade.

Gardner's to be re-establish more trees.

Better access to club takeaway.

Street lights – Identify dark areas.

Public Transport – Bus

Internet Access – Public Computers

Basis card for fuel at shire office

Lights for barge landing

Signs – Speed limits and Crossing Signs for children at the shop and at the school.

Speed bumps – near shop and workshop (opposite club)

Repair pot holes in roads

Cemetery clean up

Bins for Public Area – Opposite the Shop

Recreational Sites - 9 Mile - Taracumbi – Rambu facilities – including cleaning up and repairs – ( David Boyd to expand )

Barge weekly service to Milikapiti – External Service

Airport – new sign and painting - ( David Boyd to expand )

More top for CDEP Participants

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## REPORTS FOR INFORMATION

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<b>ITEM NUMBER</b>	4.5
<b>TITLE</b>	Sport & Rec Progress report for March-April 2010
<b>REFERENCE</b>	41226
<b>AUTHOR</b>	Shea Rotumah, Sports and Recreation Manager



Update Sport and Rec – March – April

### BACKGROUND

#### Nguiu Swimming Pool

- **Attendance at Pool**

Attendance rates at the Nguiu Swimming Pool for March/April have been consistent with previous months. We experienced larger numbers of patrons during the Youth Week activities.

- **Pool Operations**

Bernie from Blue Water aquatics visited Nguiu. He gave us training on the operating system. The chlorinators were also repaired, resulting in much better water quality and reducing the amount of chemicals needed.

Results from the pool audit conducted by the Royal Life Saving Society of Australia (RLSSA), showed that the pool has been around 35% compliant with the Guidelines for Safe Pool Operations (GSPO).

The report supplied a Safety Improvement Plan, which has been adopted by the Nguiu pool's management and will provide the basis for the anticipated works in the next 6 months.

The same process has been applied to the Garden Point Pool, it is anticipated that the Safety Plan for there will be implemented also.

- **Fees rates and charges (TISC)**

The Nguiu Pool is currently being hired out after working hours for those who would like to hire the facilities for private functions. The cost of the hire has been \$50.

The rates and charges document outlines the costs for hiring Sport & Rec facilities, including the pool, which indicate that the costs are expensive and maybe to high a cost for other community organizations and community members alike.

Sport and Rec Management seeks to discuss these charges with the council with the aim to reducing the cost so that the pool can be accessible to all.

S & R Management would also like to implement a financial process to manage bookings and financial dealings.

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## **Representative Trips**

- **NT Basketball champs**

The TISC, through Sports & Rec, funded four teams to participate in the NT Basketball championships over the Easter weekend. Under 16 & 14 Girls and Boys.  
The Tiwi Islands were the only Aboriginal teams entered in the entire competition.

Both girl's teams made the Grand Final and played well, but just missed out. The boy's teams played well, but missed out on the finals.

A skills challenge was also conducted with prizes to be won.  
Prizes won by Tiwi Teams:

- Antoninus Kantilla - U/14 Boy's Skills challenge winner
- Freddy Aputimi – U/16 Boy's Skills challenge winner
- Amber Tipiloura – U/14 Girl's Skills challenge winner
- U/14 Girl's - Runners up
- U/16 Girls – Runners up

All winners received a \$50 to Sportsco.

Coaches:

Shea Rotumah U/14 Boy's

Gideon Pangiraminni U/16 Boy's

Virgilia Puruntatameri U/14 Girl's

Danielle Dunn U/16 Girl's

We were extremely proud of all the 16 teenagers who represented the Tiwi Islands, and look forward to attaining funding to conduct more youth representative events in the future.

## **Please see attachment**

- **Tiwi Representative Team to challenge Territory Thunder**

The Sport & Rec team worked with Daniel McNamee from AFL NT to send a Tiwi Representative team to challenge the Territory Thunder in Darwin on April 9th. The TISC Sport & Rec helped plan, fundraise and also took on the Team Manager duties.

It was the Tiwi boy's that defeated the Territory Thunder B grade side by a comfortable 8 goals.

## **Community Developments**

- **Aged Care Partnership**

Bingo continues to be popular at the Aged Care.

We have now established a Heart Foundation Walking Group, which already has the residents interested in walking Tuesday mornings. We look forward to walking with the elders and are interested in any ideas on how to better engage with the elders.

- **Heart Foundation Waking Group**

S&R staff attended a Heart Foundation (HF) forum last year.  
From this S&R Staff were approached to establish and manage Heart Foundation Walking groups. Representatives from the HF visited Nguuu to conduct some HF walk organiser training.



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HF Walking groups have now been set up in Nguui), Milikapiti and Garden Point.

Area Co-ordinator (Tiwi Islands) – Shea Rotumah (TISC)

Walk organiser (Nguui) – Vanessa Speers (Families as First Teachers)

Walk organiser (Milikapiti) – Jason Palipuaminni & David Guy (TISC)

Walk organiser (Pirlangimpi) – Gideon Pangiraminni (Pirlangimpi Clinic)  
Danielle Dunn (TISC)

- **Boxing Training**

Boxing training has commenced and is generating a lot of interest. Timing of the training has been questioned and a meeting will be held to discuss.

Some general boxing equipment needs to be sourced. S&R management was able to get a donation of skipping ropes from the Heart Foundation.

- **Softball dry season comp/ Umpire Course**

The Dry Season Softball Competition has commenced, but due to transport and losses in the community, it has struggled to hold consistent matches. Due to the transport issue, all game may possibly held in Garden Point as Snake Bay and Nguui has opportunities to find some transport.

11 S&R staff undertook the Australian Softball Umpires course, with 10 obtaining the qualification.

### **Community Events**

#### **Tiwi Islands “Youth Week”**

The S&R team help plan and run many activities during youth week, which was held from the 12<sup>th</sup> – 15<sup>th</sup> of April.

**Please see attachments**

### **Staff**

- Dates for the commencement of traineeships will be finalised by the end of April.
- The Sport and Recreation Supervisor position has been advertised and will be filled by the end of April. Interviews to be conducted Tuesday.

### **Rec Hall upgrades**

- **Recreation Hall**

- Toilets, showers and taps have been repaired
- A wish list has been supplied for funding for further upgrades.

- **Youth space**

- A space for 15-25 Y/O
- Age specific activities
- Drop in centre

Any ideas are welcome in relation to what this space should have.

- **Indigenous Sports Unit (ISU) workshop**

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This was held in Darwin. Sport & Rec managers from all of the Shires in the NT have formed a network for sharing ideas and lobbying. The whole ISU dept was there and workshopped ideas around how we can better work together to deliver programs on the ground. Very beneficial and the ISU will bring us all together half yearly.

- **ASC mentor program**

While in Darwin I attended a Sport Mentoring training session, it was conducted by the Australian Sports Commission. It was fairly intense, probably not the sort of thing for here, but it's general purpose could be used to mentor staff to empower them and build their capacity to undertake their roles more proficiently. Made some good contacts there.

- **Heart Foundation (HF) Steering committee**

After all the collaborative work that has been done recently between S&R management and the HF, I have been appointed on the HF steering committee. This committee is to help the HF better engage with Indigenous communities throughout the NT on Heart health projects.

**RECOMMENDATION:**

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

**ATTACHMENTS:**

- 1 Attach BBNT Itinerary copy.doc
- 2 Minutes-Youth Week-Planning meeting-10.02.10.doc

### **Thursday 1<sup>st</sup> April (Day 1)**

- 10:00 am** – All meet at the Pool.
- 11:00 am** – Drive to Airport
- 12:00 pm** – Charter Flight Leaves for Darwin
- 12:30 pm** – Plane arrives in Darwin. Transported by bus to Nungalinga College in Casuarina.
- 1:00 pm** – Lunch (provided)
- 2:00 pm** – Basketball Practice
- 6:00 pm** - Dinner at Nungalinga College (served from 6 – 7 pm)
- 7:00 pm** – Movie at Casuarina
- 9:00 pm** – Arrive back at Nungalinga College
- 10:00 pm** - Bed Time

### **Friday 2<sup>nd</sup> April (Day 2) – Good Friday**

- 7:00 am** – Wake up and breakfast (served from 7 – 8 am)
- 8:30 am** – Bus leaves for Darwin Basketball Stadium
- 9:00 am** – Arrive Darwin Basketball Stadium. Commence Games and/or Skills Challenge
- 12:00 pm** – Lunch (provided)
- 1:00 pm** – Games and/or Skills Challenge continue
- 5:00 pm** – Bus returns to Nungalinga College
- 6:00 pm** – Dinner
- 10:00 pm** - Bed Time

### **Saturday 3<sup>rd</sup> April (Day 3)**

- 7:00 am –** Wake up and breakfast (served from 7 – 8 am)
- 8:30 am –** Bus leaves for Darwin Basketball Stadium
- 9:00 am –** Arrive Darwin Basketball Stadium. Participate in Basketball clinic conducted by Timmy Duggan for the Tiwi teams only.
- 12:00 pm –** Go to Leanyer Waterpark, Lunch and swimming.
- 5:00 pm –** Bus returns to Nungalinga College
- 6:00 pm –** Bus leaves for Dinner at Happy Gardens
- 08:00 pm –** Bus returns to Nungalinga
- 10:00 pm** Bed Time

### **Sunday 4<sup>th</sup> April (Day 4) – Easter Sunday**

- 7:00 am –** Wake up and Breakfast (served from 7 – 8 am)
- 10:30 am –** Bus to Fly Tiwi Airport
- 12:00 pm –** Charter Flight leaves Darwin
- 12:30 pm –** Plane arrives Nguiu
- 1:00 pm –** Children transported to their homes

### **Things to bring:**

- 1) Signed permission, behaviour contract and emergency contact details forms
- 2) Suitable clothing for 3 nights / 4 days
- 3) A pair of running shoes
- 4) Toiletries (comb, tooth brush, soap)
- 5) Money (optional) for extra snacks, popcorn etc

## **Minutes**

### **NATIONAL YOUTH WEEK 1<sup>st</sup> PLANNING MEETING**

**Date: Wednesday 10<sup>th</sup> February 2010**

**Location-TISC Boardroom**

**1. Present :**

Kevin Doolan-Manager Youth Diversion/Court Panel Member  
Andrew Kelantumama-Supervisor-Youth Diversion  
Shea Rotumah-Manager Sport & Rec. Tiwi Islands  
Victorianna Punguatji-Supervisor-Youth Diversion  
Kathryn Vanegmond-Principal-Xavier CEC  
Cheryl Schmidt-Team Leader-SAM (Save a Mate) Program  
Leisa Garling-SAM (Save a Mate) Program  
Ted Green-NT Dept. Health & Families (Drug & Alcohol Services)  
James Norman-CatholicCare  
Julie Hughes-Manager Tiwi Mental Health  
Cathy Stassi-Tiwi Mental Health Worker  
Lizzy Tipiloura-Tiwi Mental Health Worker

**2. Opening by Kevin.**

**3. Apologies: Scott Russell (Nguui Police OIC)**

**4. Issues Discussed:**

**a) National Youth Week: Nguui-dates 12<sup>th</sup> April to 15<sup>th</sup> April 2010**

**b) Focus-**

- Celebrating and recognising the value of young Tiwi people and their families to the ongoing development of Tiwi communities.
- Promote positive messages amongst young Tiwi people

**c) National Youth Week slogan-2010: 'Live it Now'**

**d) Draft Timetable/Things to do:**

- Visit to School to promote National Youth Week: (Proposed Visit week starting 29.03.2010) Maralampuwi, Barry P, Andrew K, Peter K, Teresita P, Regina K, Jan Johnson, and Bernard Tipiloura/Lynette Johnson, Leslie T, Richard T, others??



## **Day 1 Monday-12/04/2010:**

**8.30 am-10.00am** Breakfast preparation and serving at Wellbeing Centre

**Things to do:**

1. Confirm with Miriam Heath for approval to use Wellbeing Centre for Day 1 activities-Approved – Julie Hughes Mental Health Manager
2. Confirm food for breakfast-Cereal, BBQ-Pancakes/bacon & eggs, Fruit
3. Set up Wellbeing Centre for breakfast and other activities i.e. tables/chairs/plates/Knives, Forks & Cups (disposable), Water Coolers
4. Breakfast preparation-TYDU/Mental Health/S&R teams and CatholicCare workers
5. Pick up DVD's Parlingarri (Long Time ago) Yoy/ceremony from Literacy Unit at MCS School and test at Wellbeing Centre week prior to start of Youth Week
6. Confirm someone to set up TV/DVD to play Parlingarri Yoy/ceremony DVD's at 8.30am to play all morning (Turn off when necessary)

**9am**-Breakfast at Wellbeing Centre-Fruit, cereals, pancakes, ice water, and sausages.

**9.30am**-Welcome to Community and to Tiwi Youth Week-TO's

**Things to do:**

1. Confirm TO's for welcome i.e. Walter Kerinaia/Kilipayuwu/Wally Kerinaia/Rhonda Kerinaia/Victorianna Punguatji/CJ

**9.30am**-Welcome to Wellbeing Centre/Purpose of Wellbeing Centre

**Things to do:**

1. Confirm Speakers-i.e. Miriam Heath/Danny Munkara, Cathy Stassi

**9.45am**- Singing traditional songs-Wangatunga ladies/Basket Weaving

**Things to do:**

1. Confirm singers with Wangatunga ladies-Regina Kantilla
2. Confirm basket weavers-Transfer weaving from Wangatunga to Wellbeing Centre for the day-Talk to Wangatunga ladies to arrange

**10.30**-Traditional Dancing-

**Things to do:**

1. Confirm dancers informal or structured; paid/not paid??-cash or bank account?

**11am-12pm**-Guest Speakers Tiwi Role-Models (Youth and older)

**Things to do:**

1. Confirm topics and guest speakers i.e. Barry Puruntatameri, Andrew Kelantumama, Maurice Rioli, Lawrence Costa, Bombers footballers i.e. Ephram Tipungwuti/Simon Munkara/Greg Orsto/Sylverius Tipungwuti/

### 12pm-4pm

#### Things to do:

1. Confirm activities for the day-i.e.
  - Student activities Xavier CEC Basketball game at Xavier BB Court-Refer Kathryn
  - Leaders visit to schools talking to kids about the importance of education; no bullying at school; go to school every day etc
  - Walk to old Presbytery with James Norman and Ted Green-Orientation CatholicCare-James, and Dept. Of Families (Alcohol and other drugs Services)-Ted

### 6pm-9pm-Official Tiwi Youth Week Opening-Nguiu Sports and Social Club (Location confirmed with Club Licensee-1/3/2010)

Activities: List

#### Music:

- Jimmy Little?????
- Talk to Greg Orsto-B2M at opening-informal arrangement
- Music sessions by B2M with young people
- Talk by Teresita/Barry/Maralampuwi on e.g. strengthening families using Education and Culture
- Family Games fun sessions
- **Food:** Purchase and preparation-Sausage sizzle/salad (healthier food??)-Youth Diversion will purchase and prepare

## **Day 2 activities-Tuesday 13<sup>th</sup> April 2010:**

### **Suggested Activities**

- Visit to Museum/Clothes shop-Arrange with Sister Anne-Tuesday 13.04.2010
- Drive to Tarntippi Beach- Walk on beach-Diversion Troopie and Carer's Troopie
- Community walk
- Fishing competition main beach
- Basket ball game-Xavier CEC court??
- Lunch BBQ/Salad-**Location?? Xavier CEC BB court after BB game or pool??**
- Blue Light Disco 7pm - 9.30pm-

### **Day 3**

- Visit to Ngaruwanajirri cultural Centre
- Skipping Competition-S&R Hall
- Fishing-Front beach
- Walk 10am or later? Heat/water/Route for walk
- Fathers Vs Son's Football/Basketball/cricket/soccer??
- Mothers Vs Daughters Football/softball/soccer/Basketball?

#### **Day 4**

- Tiwi College visit. Thursday 15th Mixed Footy/Basketball game followed by BBQ and swim at pool
- Football clinic to young aspiring Tiwi Bombers by current Tiwi Bombers/Coach.
- Athletics on oval??
- Closing night celebrations-Nguiu Pool

#### **Things to do**

- **Advertising?? Banners/A3 Size Posters on all notice boards at Nguiu, paints etc-Redcross**
- **Invitations to other Tiwi communities? Who, When?? Counsellors**
- **Heart Foundation-Shea to contact for time of arrival and skipping ropes donations x 100**
- **Talk to shop and club for prizes and donations i.e. Shop-Fishing Lines, hooks sinkers, fruit juice, water etc**
- **Screen and Projector for movie night**

## REPORTS FOR INFORMATION



**ITEM NUMBER** 4.6  
**TITLE** CDEP Report  
**REFERENCE** 41286  
**AUTHOR** Sean Phillips, CDEP Manager

This report is a summary report for all CDEP activities for the month of April 2010.

### **Employment:**

#### **CDEP:**

The CDEP Has advertised for 3 Mentors for all communities, 2 Trainers for Pirlangimpi and Milikapati and a Community Development Officer. The Mentors and Trainers Positions have been advertised on Islands, and the Community Development Officer has been advertised nation wide.

At this time there has been a great response to the Community Development Officer position but, not so many have applied for the Trainer and Mentor positions.

#### **Farm:**

There has been a advertisement in the paper nation wide for a farm manager for Milikapati, this has closed and we have had interviews. There will not be any movement of this position until our HR Officer come back from holidays. Then is when the interview panel will make it recommendation for the position to the CEO for consideration.

### **Community Development Stream:**

#### **Projects Approved:**

Provider: **Tiwi Islands Shire Council**

Site: **Darwin Office - Community Development Employment Projects (CDEP) Program 2009/10-2011/12 (3 years)**

There are 8 services & projects for **65769** under **Tiwi Islands Shire Council**.

<b>Name</b>	<b>Type</b>	<b>Status</b>	<b>Start Date</b>	<b>End Date</b>
Exotic Nursery & Tropical Wholesale	CD Community Development Project	Approved	01/07/2009	30/06/2010
Pwanga	CD Community Development Project	Approved	10/08/2009	30/06/2010
Tarntipi	CD Community Development Project	Approved	24/08/2009	05/03/2010
Tiwi Arts Project	CD Community Development Project	Approved	10/08/2009	05/02/2010
Tiwi Fresh Produce	CD Community Development Project	Approved	01/07/2009	30/06/2010
Tiwi Golf and Events Enterprise	CD Community Development Project	Approved	01/07/2009	30/06/2010
Tiwi Recycling Centre	CD Community Development Project	Approved	01/07/2009	30/06/2010
Women's Cultural Centres	CD Community Development Project	Approved	10/08/2009	30/06/2010

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**Project in Draft:**

Provider: **Tiwi Islands Shire Council**

Site: **Darwin Office - Community Development Employment Projects (CDEP) Program 2009/10-2011/12 (3 years)**

There are 2 services & projects for **65769** under **Tiwi Islands Shire Council**.

<b>Name</b>	<b>Type</b>	<b>Status</b>	<b>Start Date</b>	<b>End Date</b>
Educational Walking around the school	CD Community Development Project	Draft	05/04/2010	30/06/2010
Landscape project No. 1 Nguiu	CD Community Development Project	Draft	05/04/2010	30/06/2010

The other communities will soon have more project with the employment of the Community Development Officer.

**Work Readiness Streams:****Work Experience:**

There are currently two New CDEP Participants (Income management) that are working with Tiwi Enterprise and there will be another seven on as soon as they are in the CDEP referrals.

**Training:**

The CDEP has just finished a restricted coxswain training course that was run over two week that finished on 26.04.10. Three of the participants will graduate after they do a first aid course, this course will start on 17.05.10 to the 20.05.10. William Bouwer has finished training as a full coxswain on the 26.04.10 and now is the third coxswain that is employed with Tiwi Islands Shire.

**Shire Rubbish Collection:**

The Milikapati Rubbish truck has come across to Nguiu with drivers to assist with the garbage situation. They have done a very good job to date and, the CDEP workers at Milikapati are working well to deal with not having the garbage truck there to pick up garbage. The Milikapati CDEP Participants need a pat on the back for the outstanding job they are doing.

**Shire CDEP Vehicles:**

The vehicles in Nguiu have been put off the road for being unregistered, this has been delt with but the defect stickers are being dealt and the cars will be back on the road soon.

**RECOMMENDATION:**

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

**ATTACHMENTS:**

There are no attachments for this report.



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## REPORTS FOR INFORMATION

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**ITEM NUMBER** 4.7  
**TITLE** Infrastructure Report  
**REFERENCE** 41254  
**AUTHOR** David Bond, Director Commercial Service



Progress Report April 2010

### BACKGROUND.

Infrastructure directorate situation as of April 20<sup>th</sup>.

### ISSUES/OPTIONS/CONSEQUENCES.

**Roads to recovery situation.** The federal government has approved the use of the next 3 years of approved funds to be used to repair the bitumen roads in Nguiu. This will allow all the funds programmed for the shire for the next 3 years to be used in one year to bring the roads in Nguiu to an acceptable standard.

**Garbage Collection.** There is still an issue with the collection of garbage at Nguiu due to the non operation of the compactor truck. This will be an ongoing problem until the shire can afford to purchase a new one. In the meantime the small truck from Milikapiti is being used in Nguiu. The old Nguiu truck will be repaired on the 5th of May but this will only keep the vehicle operational temporarily.

**Rwanku Bore Replacement.** The quote for this work has been accepted \$136634.00. These funds have been allocated from the Outstation repairs budget. This means that the funds available for the rest of this financial year will be nil. The work will start as soon as the weather conditions allow.

*See attachment*

**Swimming Pools.** The Nguiu pool chlorinator has been repaired and is operating at full efficiency. The shade sails have been damaged again do to high winds. The damage has been assessed and a report is being repaired.

**Recycling.** A can crushing machine has been ordered for use at Pirlangimpi. The machine will arrive within the next two weeks.

**Boat Shed.** Five members of the boat shed crew are now in the last stages of getting their limited coxswains licence. The final part of the training to be carried out is first aid which will be completed in May.

### RECOMMENDATION:

**That Council note this report for information**

### ATTACHMENTS:

1 Attach - Bore - Infrastructure Report.pdf

Bore Project at Wranku. Oustation grant funding 09/10 finacial year.

Quote comparison. Bores NT.

	H20	
Mobilisation 15000.00 per day 3days	45000	Completed bore.
Collar and grout	950	Mobilisation including barge
Drill production bore 126 per meter	12600	Travel
Stainless steel casing 250 per meter	25000	Meals
Stainless steel screens 541 per meter	5410	Fuel
Operation of rig min 12 hours per day for five days 450 per hour	27000	Accomodation
Gravel pkgs 45 per bag 10 bags	450	Total
Drilling mud 195 per drum 5 drums	975	
Concrete slab and marker 605 ea 2slabs	1210	
Pump test 24 hours	15000	
Barge freight charter 16000 per day 2 days	32000	
Flights to and from Tiwi 6 men	1440	
Meals 6 guys @ 68.40 Day	1641.6	
Total	168676.6	
		77353
		48000
		1440
		1641
		2500
		5700
		136634

Notes to quotes.

H20 Quote includes in the 77000 cost of casing, screens , drilling, testing, etc. They have quoted on completion of the bore once the rig is in place. Bores NT has itemised the costs and added a margin for profit.I would Therefor recommend that we go with the quote from H20.

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## REPORTS FOR DECISION

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**ITEM NUMBER** 5.1  
**TITLE** Set Dates December - Council Meetings  
**REFERENCE** 41213  
**AUTHOR** Alan Hudson, Chief Executive Officer



Seeking Confirmation on the December Meeting 2010

### BACKGROUND

Last year there was a requirement to hold a number of special meetings in early December.

It is proposed that Council hold an Ordinary meeting on the Wednesday 15<sup>th</sup> or Wednesday the 22<sup>nd</sup> of December 2010.

Next following meeting are:

May 26 <sup>th</sup>	– Milikapiti
June 23 <sup>rd</sup>	– Nguiu
July 28 <sup>th</sup>	– Pirlangimpi
August 25 <sup>th</sup>	– Milikapiti
September 29 <sup>th</sup>	– Nguiu
October 27 <sup>th</sup>	– Pirlangimpi
November 24 <sup>th</sup>	– Milikapiti

Proposed 15<sup>th</sup> or 22<sup>nd</sup> December - Nguiu

### RECOMMENDATION:

**That Council select the date in December to hold the last Ordinary Meeting for the year.**

### ATTACHMENTS:

There are no attachments for this report.

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## REPORTS FOR DECISION

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ITEM NUMBER	5.2
TITLE	Progress Report - Policy Development to end April 2010
REFERENCE	41202
AUTHOR	Sandy Cross, Policy Development Officer



To inform Council on progress to date in the development and up-dating of policies

### PROGRESS

The following policies have now been drafted and relevant staff members have been requested to provide their comments:

#### 1. The management and use of motor vehicles

#### 2. Proposed Handbook for Elected Members:

Introduction: Good Governance: what it means

1. GOV 001 Code of Conduct - to be reviewed
2. GOV 002 Elected Members – General [drafted]
3. GOV 003 The Mayor – General [drafted]
4. GOV 004 Elected Members – Allowances & Expenses [drafted]
5. GOV 005 Elected Members access to Council Information [drafted]
6. GOV 006 Elected Members – Gifts and Benefits [drafted]
7. GOV 007 Audit Committee [drafted]
8. GOV 008 Local Boards – general [pending receipt of further information from Contracts Manager – 50%]

Policies 2 to 6 have been drafted and forwarded to CEO for comment.

#### 3. Human Resources Manual

**Table of Contents** for HR Manual [drafted]

**Introduction** to HR Manual [draft submitted].

**Part 1 – Employment Policy Statement** – draft completed, HR Manager comments incorporated forwarded to CEO for comment.

**Part 2 - Terms & Conditions** : draft completed: forwarded to HR Manager for comment

**Part 3 - Recruitment and Engagement** – draft completed forwarded to HR Manager for comment

**Part 4 - Employee Training and Development** - draft completed: HR Manager's comments incorporated; forwarded to CEO for comment.

**Part 5 - Employee Relations** – 25% complete

**Part 6 - Use of Council Resources** [those below drafted]

- Council facilities – to be forwarded for comment
- E-mail and internet – forwarded for comment
- Telephone – to be forwarded for comment

**Part 7 – Occupational Health & Safety**

- 'Out-of-Office Safety' policy drafted

It is suggested that this could become a separate Manual.

**Part 8 – Community Employment Development Program:** more research required.

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**Part 9 – Contractors and Consultants** – two of three parts drafted. However, perhaps this too is a separate policy that need not be included in the HR Manual.

5. **Drafting of an organisational chart** is underway with Infrastructure, Administration and senior management sections drafted. Requires further discussions with Directors.
6. Work is also on-going to provide a ***draft interim policy/discussion paper*** to the Director of Community Services for ***dog care and control*** to provide a basis for community consultations. This draft document will be revised after community consultations to propose to Council how best to proceed.
7. ***Procurement Policy*** – researched and first draft commenced
8. ***Employee Housing Policy*** is part of the HR Manual. It requires review and revision to ensure compliance with relevant legislation and regulations: research and drafting initiated.

### **Forward Plan**

- (a) Visits to Milikapati and Pirlangimpi are being arranged by the Directors who reside in these communities.
- (b) Completion of the Human Resources Manual [Parts 1-6 and 9] and the Handbook for Elected Members is anticipated in the first half of May.
- (c) Work will continue on the interim policy/discussion paper for Dog Care and Management subject to the outcome of community consultations.
- (d) Occupational Health & Safety policies [and Manual(s)] will be progressed on the completion of the other work in progress: anticipated timing to commence this work: mid-May 2010.

### **CONSULTATION & TIMING**

Visits to Milikapati and Pirlangimpi will allow for consultations with Elected Members, Directors and employees based in those communities. This will enable amendments and additions appropriate to various policies to be incorporated prior to submission of final drafts to Council

### **RECOMMENDATION:**

#### **That Council**

- (a) **note this Progress Report**
- (b) **hold a Special Meeting to review policy documents in detail prior to submission for decisions at the May Ordinary Meeting.**

### **ATTACHMENTS:**

There are no attachments for this report.



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## REPORTS FOR DECISION

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<b>ITEM NUMBER</b>	5.3
<b>TITLE</b>	Creation of Local Advisory Boards 2010
<b>REFERENCE</b>	41212
<b>AUTHOR</b>	Alan Hudson, Chief Executive Officer



The purpose of this report is to seek council's endorsement of the formation of Local advisory Boards

### BACKGROUND

Chapter 5 of the Local Government Act deals specifically with Local Boards and council committees.

Both in planning meetings and project management reviews the formation of local advisory Boards has been discussed. To date support has been provided for the meeting of skin groups with a view to providing feed back to Council as an alternative to advisory boards.

This does however not fully meet the functions or purposes of local boards, nor has it so far been effective in providing a representative viewpoint on issues for Councils consideration.

Alternatively the local government act (S 52(1)) provides that the functions of local boards are as follows:

- (a) to involve local communities more closely in issues related to local government; and
- (b) to ensure that local communities are given the opportunity to express their opinions on questions affecting local government; and
- (c) to allow communities a voice in the formulation of policies for the locality as well as policies for the area and the region; and
- (d) to take the views of local communities back to Council and act as advocates on their behalf; and
- (e) to contribute to the development of the relevant regional management plan and the relevant municipal or shire plan.

At this time the skin groups alone, whilst very important, do not full fill the underlying need for representation of the whole community, nor is the manner in which they have met conducive to meeting these functions.

Put simply they represent a large portion of but not all of the community.

Likewise there has been no structure which embodies the advocacy role required of local Councillors by their participation in advisory boards.

This same Chapter of the Act also provides (S 49 and 50) that local advisory boards may be established either by Council or response to a petition requesting their establishment.

### ISSUES/OPTIONS/CONSEQUENCES

Nonetheless it is believed that the significance of skin groups and their traditional roles forms the proper basis for this portion of the community to be represented and that by adding to this representation of non skin groups, involvement of local councillors (as provided for in the

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Local Government Act) and the support mechanisms of Council's own secretariat and senior management these overall representation, planning, advisory and advocacy functions can be achieved.

In simple terms the formation of local advisory boards would be an extension of the current skin group structure to meet the roles envisaged in the Act.

It should also be noted that Tiwi Island Shire Council is the only Shire that has not yet established local advisory boards. The establishment of these boards to ensure council considers community concerns, issues and aspirations is a matter strongly supported by both the Northern territory and federal governments and will assist to enhance the credibility of not only shires own strategic and community plans but that proposals submitted by Council that require community support have a greater semblance of consultation and demonstrable support of the community it represents.

In considering the establishment of local advisory board the Act provides (s 50 (4 (a) and (b)) that **Council must consider both the extent of support among residents and council's resources to support effective operation of such local boards.**

Consultations to date indicate that residents support the formation of local boards and the establishment of Councils own secretariat provides the essential resources for their effective operation.

Given the mobility of residents of the Wurankuwu ward and the transitional nature of their frequent presence in Nguui the representative needs of this area would perhaps best be served by having only one local advisory board.

In both Pirlangimpi and Milikapiti there is a need for distinct and localized representation.

### **CONSULTATION & TIMING**

Consultations regarding the formation of local advisory boards have been included in community and program planning meetings, at skin group meetings and Council's own workshops. Whilst Nominations have been received from the Nguui skin group for representatives on a local advisory board, communities in the other shire wards have not yet reached finality on who should represent them. Nor have any of the wards finalised representation of non skin group participants.

Nonetheless I believe that, given separate provisions in the Act for Council to establish local advisory boards and to also appoint members of local boards, the boards can be established first and membership subsequently determined.

### **RECOMMENDATION:**

- (a) That, in accordance with Section 49(1) of the Local Government Act, Council approve the establishment of 3 local boards**
- (b) That, in accordance with Section 49(2) of the Local Government Act, Council designate that the areas for which those local boards are to exercise their functions are the Pirlangimpi ward, the Milikapiti ward and the combined Wurankuwu and Nguui wards (the latter as one local board).**

### **ATTACHMENTS:**

There are no attachments for this report.

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## REPORTS FOR DECISION

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<b>ITEM NUMBER</b>	5.4
<b>TITLE</b>	Acceptance of Completed Acquittal Reports for 2007/2008 and 2008/2009
<b>REFERENCE</b>	40551
<b>AUTHOR</b>	Tracey Nagle, Contracts Manager



In accordance with conditions for Grant Funding received into this agency, it is required to have those acquittal reports tabled at Council Meetings and accepted by Resolution.

### BACKGROUND

There are 5 Acquittal Reports included in the attachments.

1. 2007/2008 – Special Purpose Grant (Election Awareness October 2008) – Dept Local Government, Housing and Sport.
2. 2007/2008 – Special Purpose Grant (Assistance for 2007/08 Financial Year Audit) – Dept Local Government, Housing and Sport.
3. 2008/2009 - Closing the Gap Grant (Local representation and infrastructure to support local community governance) – Dept Local Government, Housing and Sport.
4. 2008/2009 - Operational Grant – (Public Libraries, Resource Allocation) - Dept Local Government, Housing and Sport.
5. 2008/2009 – Special Purpose Grant (Assisting with costs of operating the Shire Community Representative Group) – Dept Local Government, Housing and Sport.

All income and expenditure statements have been certified.

### RECOMMENDATION:

**That Council accept by resolution the following Acquittal Reports for the Department of Local Government, Housing and Sports for the financial years of 2007/2008 and 2008/2009**

### ATTACHMENTS:

- 1 2007 - 2008 - 2008 - 2009 Acquittal of Grant Funding.pdf



DEPARTMENT OF  
LOCAL GOVERNMENT, HOUSING AND SPORT

Division – Governance  
RCG House  
83-85 Smith Street  
Postal address GPO Box 4621,  
Darwin NT 0801  
Tel 8999 8325  
Fax 8999 8403  
Email stephen.cardona@nt.gov.au  
Web www.dlghs.nt.gov.au

### TIWI ISLANDS SHIRE COUNCIL

#### 2007/2008 ACQUITTAL OF SPECIAL PURPOSE GRANT

Department of Local Government, Housing & Sport

File number: LG 0245/07

Purpose of Grant: Assisting Council with election awareness campaigns and holding the elections in October 2008.

Date of Approval of Variation to Grant (if applicable)

N/A

#### INCOME AND EXPENDITURE STATEMENT FOR THE PERIOD ENDING 30 June 2008

Special Purpose Grant	\$ 40,000
Other income	—
Total income	<u>40,000</u>
Expenditure (Specify accounts and attach copies of invoices or ledger entries)	
Total Expenditure	<u>40,026</u>
Surplus/(Deficit)	<u>\$ (26)</u>

We certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Statement prepared by VALENTIN MARKEZ

4.1.1/2008

Laid before the Council at a meeting held on 4.1.1/2008. Copy of minutes attached.

Authorised Person [Signature]

4.1.1/2008

#### DEPARTMENTAL USE ONLY

SPG. amount correct?

YES/NO

Expenditure conforms with purpose

YES/NO

Minutes checked

YES/NO

Balance of funds to be acquitted

\$

Date next statement due

/ /

Prepared by

Comments

Regional Manager/Manager Local Government Finance

/ /



Northern Territory Government



DEPARTMENT OF  
LOCAL GOVERNMENT, HOUSING AND SPORT

Division - Governance  
RCG House  
83-85 Smith Street  
Postal address GPO Box 4621,  
Darwin NT 0801  
Tel 8999 8325  
Fax 8999 8403  
Email [stephen.cardona@nt.gov.au](mailto:stephen.cardona@nt.gov.au)  
Web [www.dlghs.nt.gov.au](http://www.dlghs.nt.gov.au)

### TIWI ISLANDS SHIRE COUNCIL

#### 2007/2008 ACQUITTAL OF SPECIAL PURPOSE GRANT

Department of Local Government, Housing & Sport

File number: LG 0245/07

Purpose of Grant: Assisting Council with the 2007/2008 financial year audit.

Date of Approval of Variation to Grant (if applicable)

N/A

#### INCOME AND EXPENDITURE STATEMENT FOR THE PERIOD ENDING 30 June 2008

Special Purpose Grant

\$ 12,000

Other income

Total income

\$12,000.00

Expenditure (Specify accounts and attach copies of invoices or ledger entries)

Total Expenditure

39,090.00

Surplus/(Deficit)

(27,090.00)

We certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Statement prepared by

GARY MOLLOY

27/7/2009

Laid before the Council at a meeting held on ...../...../200.... Copy of minutes attached.

Authorised Person

[Signature]

4/1/2009

#### DEPARTMENTAL USE ONLY

SPG: amount correct?

YES/NO

Expenditure conforms with purpose

YES/NO

Minutes checked

YES/NO

Balance of funds to be acquitted

\$

Date next statement due

/ /

Prepared by

Comments

Regional Manager/Manager Local Government Finance

/ /



Northern Territory Government



DEPARTMENT OF  
LOCAL GOVERNMENT, HOUSING AND SPORT



Division - Governance  
RCG House  
83-85 Smith Street  
Postal address GPO Box 4621,  
Darwin NT 0801  
Tel 8999 8325  
Fax 8999 8403  
Email [stephen.cardona@nt.gov.au](mailto:stephen.cardona@nt.gov.au)  
Web [www.dlghs.nt.gov.au](http://www.dlghs.nt.gov.au)

### TIWI ISLANDS SHIRE

#### 2008/2009 ACQUITTAL OF CLOSING THE GAP GRANT

Department of Local Government, Housing & Sport

File number: LG 0245/07

Purpose of Grant: Local representation and infrastructure to support local community governance.

Date of Approval of Variation to Grant (if applicable)

/ /2009

#### INCOME AND EXPENDITURE STATEMENT FOR THE PERIOD ENDING 30 June 2008

Special Purpose Grant	\$ 150,000
Other income	0.-
Total income	150,000
Expenditure (Specify accounts and attach copies of invoices or ledger entries)	150,000.-
Total Expenditure	150,000.-
Surplus/(Deficit)	\$ 0.-

We certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Statement prepared by VALENTIN MARKEZ

04/01/2009

Laid before the Council at a meeting held on / /200... Copy of minutes attached.

Authorised Person

04/01/2009

#### DEPARTMENTAL USE ONLY

SPG. amount correct?

YES/NO

Expenditure conforms with purpose

YES/NO

Minutes checked

YES/NO

Balance of funds to be acquitted

\$

Date next statement due

/ /

Prepared by

Comments

Regional Manager/Manager Local Government Finance

/ /



Northern Territory Government



# SCHEDULE 5 - NT LIBRARY GRANTS ACQUITTAL FORM

Linn Island ~~MARLB~~ Shire..... COUNCIL/SCHOOL

YEAR ENDING 30<sup>TH</sup> JUNE 2009

ACQUITTAL OF OPERATIONAL GRANT  
LIBRARY CORE SERVICES FUNDING

Purpose of Grant: Operate Municipal Libraries

## INCOME AND EXPENDITURE STATEMENT

Special Purpose Grant excluding GST \$ 55,595

GST Amount \$ 5,560

TOTAL \$ 61,155

Expenditure (Specify accounts and attach  
copies of invoices or ledger entries)

Total Expenditure \$ 47,130

Surplus/(Deficit) \$ 14,025

We certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Statement prepared by: VALENTIN MARKEZ..... 04/01/2010

Laid before the Council/School at a meeting held on ...../...../200

Authorised Person: [Signature]..... 04/01/2010

## DEPARTMENTAL USE ONLY

Amount correct? YES/NO

Expenditure conforms to purpose YES/NO

Balance of funds to be acquitted \$.....

Prepared by.....

Comments: .....

.....

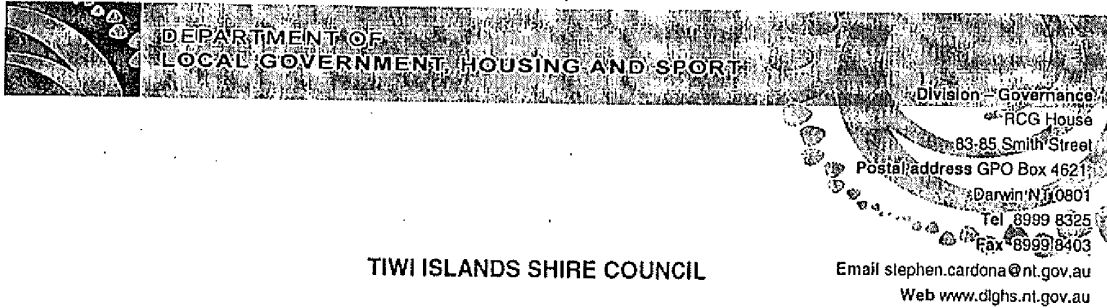
.....

.....

.....

Manager Business Services ...../...../200

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- 2009.doc



### 2008/2009 ACQUITTAL OF SPECIAL PURPOSE GRANT

Department of Local Government, Housing & Sport

File number: LG 0245/07

Purpose of Grant: Assisting with the costs of operating the Shire Community Representative Group.

Date of Approval of Variation to Grant (if applicable) / /200

INCOME AND EXPENDITURE STATEMENT FOR THE PERIOD ENDING 30 June 2009

Special Purpose Grant	\$45,000
Other income	0.-
Total income	45,000
Expenditure (Specify accounts and attach copies of invoices or ledger entries)	0.-
Total Expenditure	0.-
Surplus/(Deficit)	\$ 45,000.-

We certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Statement prepared by VALENTIN MARKEZ 04/01/2010

Laid before the Council at a meeting held on / /200.... Copy of minutes attached.

Authorised Person 04/01/2010

#### DEPARTMENTAL USE ONLY

SPG. amount correct? YES/NO  
Expenditure conforms with purpose YES/NO  
Minutes checked YES/NO

Balance of funds to be acquitted \$

Date next statement due / /

Prepared by

Comments

Regional Manager/Manager Local Government Finance / /



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## REPORTS FOR DECISION

---

<b>ITEM NUMBER</b>	5.5
<b>TITLE</b>	Property Management Service Level Agreement - DLGHRS and TISC
<b>REFERENCE</b>	41232
<b>AUTHOR</b>	Alan Hudson, Chief Executive Officer



Correspondence relating to significant liaisons with other agencies is provided to Council for information

### BACKGROUND

The CEO received an email from Gary Boyle (Director Remote Management Framework) on the 22<sup>nd</sup> April 2010.

### ISSUES/OPTIONS/CONSEQUENCES

Council is asked to consider the agreement and advise DLGHRS as soon as possible of our intent.

### CONSULTATION & TIMING

This agreement commences of the date of execution and ends on the 17 August 2010

### RECOMMENDATION:

**That Council note and receive this agreement advising the Department of Local Government, Housing and Regional Services on our intent to enter in agreement as prescribed**

### ATTACHMENTS:

- 1 Tiwi Is Shire PM Schedule @ 16 April 2010 FINAL.pdf
- 2 MASTER PM Agreement @ 16-4-10 FINAL.pdf

## Schedule 1- Agreement details

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### Items

Item 1	<b>CEOH's Representative</b> <i>[Insert]</i>
Item 2	<b>Service Provider's Representative</b> <i>[Insert]</i>
Item 3	<b>CEOH contact details</b> <i>[Address]</i> <i>[Facsimile]</i> <i>[Contact person]</i>
Item 4	<b>Service Provider contact details</b> <i>[Address]</i> <i>[Facsimile]</i> <i>[Contact person]</i>
Item 5	<b>Additional insurances</b> <i>[Insert]</i>

## Schedule 2 – Services

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### 1. Description Of Services

The Services may comprise:

- (a) Repairs and Maintenance, Minor New Works or Capital Works (together the **Works**) to vacant and occupied RCH owned and/or managed by DHLGRS within the Communities as and when requested by the CEOH;
- (b) ensuring that 40% (minimum) of the labour employed in delivery of Works, either directly employed by the Service Provider or indirectly employed through Approved Subcontractors, is carried out by a local team of Indigenous employees;
- (c) where the Service Provider does not directly employ suitable or skilled and/or qualified personal the Service Provider shall establish a panel of Approved Subcontractors. These panel Approved Subcontractors will be maintained for the life of this agreement and be utilised by the Service Provider to supplement its internal capacity as required to comply with the performance requirements of the this agreement.

The panel should include, as the minimum, Approved Subcontractors appropriately skilled and licensed (if required) in the fields of:

- (i) Refrigeration / Mechanical
  - (ii) Electrical;
  - (iii) Carpentry;
  - (iv) Plumbing & Gas;
  - (v) Pest Control; and
  - (vi) Arborist.
- (d) making available skilled Northern Territory licensed trade staff or Approved Subcontractors during scheduled condition inspection to vacant and occupied RCH owned and/or managed by DHLGRS to undertake Works as nominated by the CEOH.

The CEOH will notify the Service Provider, minimum 14 days in advance of scheduled condition inspection.

In carrying out the Works, the Service Provider must comply with all of the requirements of this Schedule and this agreement, and must achieve the minimum standards as are set out in this Schedule and this agreement.

The Service Provider will carry out all services which are obviously required to be done as a result of any Works. These must be done whether or not those miscellaneous works are specifically detailed in this Schedule or in a Work Order.

## 2. Definitions

In the Schedules:

- (a) An Indigenous employee is an employee who is recognised by the community as being an Indigenous person.
- (b) A person is deemed as employed for the purposes of the key performance indicator when they are recruited by the Service Provider (or its Approved Subcontractors) to work on property management activities.
- (c) **AMO** means the Asset Management Officer, whether appointed generally by the Northern Territory Government or specifically for this agreement by the CEOH, from time to time.
- (d) **Capital Works** are building and engineering works that create an asset, as well as constructing or installing facilities and fixtures associated with, and forming an integral part of, those works. Capital Works focuses on capital projects where construction activity is required in order to create an asset. Capital Works would typically include constructing buildings, roads and bridges, installing large air-conditioning plants or lifts, upgrading or extending existing buildings, and major road works that upgrade existing roads.
- (e) **Customary Working Hours** are:
  - (i) for CEOH personnel are 8.00am to 4.30pm on Business Days; and
  - (ii) for Service Provider Personnel are hours as stated in the relevant award or employee agreement.
- (f) **Minor New Works** are construction projects that relate to improvements or construction of a new Northern Territory Government asset with an estimated value of \$300 000 or less.
- (g) **Repairs and Maintenance** works are restorative or maintain works on an existing asset, not constructing or upgrading an asset.
- (h) **Tier One Services** are those services required to satisfactorily complete the work within the response times required in Schedule 5 for works categorised as Immediate and Urgent.
- (i) **Tier Two Services** are those services required to satisfactorily complete the work within the response times required in Schedule 5 for works categorised as Routine.
- (j) **Works** are Capital Works, Minor New Works and Repairs and Maintenance Works.



## Schedule 3 – Indicative Service Agreement Value and Indicative RCH

---

### **Tenancy Management: - Tiwi Islands Shire**

Indicative total value of this Agreement is

2010-2011     \$3,251,861

2011-2012     \$3,251,861

2012-2013     \$ pro rata 2011-2012

Indicative total number of RCH for this Agreement is 418

The indicative Service Agreement value is an indicative value only and is not a guarantee as to the amount of work to be undertaken under the Service Agreement

## Schedule 4 – Method of Works

---

### 1. Work Order

For the purpose of ordering Works, the CEOH will issue to the Services Provider a work order (**Work Order**). The Work Order will be descriptive in so far as it will display:

- (a) the lot number and other relevant detail relating to the site of the Works;
- (b) description of the Works;
- (c) performance to time requirements; and
- (d) any other specific requirement in relation to the Works.

The Service Provider is also permitted to carry out Works that are not set out in a Work Order. The value of such Works is limited to a maximum of \$750 per RCH per six months. This is intended to give the Service Provider flexibility to:

- (e) carry out Works that it sees need to be done when attending a RCH to do other Works set out in a Work Order;
- (f) when it attends a RCH, carry out minor Works on other RCHs located nearby; and
- (g) arrange its routine maintenance schedules to provide better economies of scale.

### 2. Issue of Work Order

The Work Order will be either be e-mailed, faxed or hand delivered to the Service Provider's premise and addressed to the nominated manager.

At times, the AMO or nominated manager may need to direct Works to the Service Provider by telephone. In this instance AMO will then issue the Service Provider with a confirmation Work Order as soon as possible.

On the Effective Date CEOH will make available Work Orders for not less than 1/6<sup>th</sup> of RCH works.

### 3. Receiving Work Orders

The Service Provider shall determine its own business requirements sufficient to receive and action all work orders issued by the AMO using DHLGRS business systems.

### 4. Facsimile Machine

The Service Provider must maintain a plain paper fax machine capable of receiving faxes, with its own fixed fax line.

## 5. Access to Occupied Dwellings

Access to dwellings shall be the responsibility of the Service Provider and accordingly, it is recommended that an access appointment be confirmed with the Community Housing Officer or the tenant prior to visiting the site.

Where the suitable access time and specific access instructions appear on a Work Order, the Service Provider must comply with them.

Under no circumstances shall the Service Provider gain entry to dwellings/premises by force, or enter the property surrounds without the consent of the occupant.

## 6. Access to Vacant Dwellings

Keys to vacant dwellings will be made available for collection by the Service Provider from the relevant Community Housing Officer or DHLGRS regional staff either at the site of the work or the relevant DHLGRS Regional/Area office following the provision of the Work Order.

When the Service Provider has completed the work as ordered, it shall immediately return the keys to the appropriate Community Housing Officer or DHLGRS regional staff.

## 7. Confirmation / Audit of Works

CEOH reserves the right to inspect and audit any of the work.

## Schedule 5 – Response Categories

---

### 1. Requirements

The Service Provider must perform the work at the time and within the period specified on the Work Order. The time will commence from the time of the provision of the Work Order, or the giving of an instruction to the Service Provider.

The service provider may carry out work outside Customary Working Hours or Business Days where:

- it is necessary in the interests of safety of the Services;
- the Services are required to protect life or property; or
- it is necessary to complete the Services within the response time required by the AMO.

#### 1.1 Immediate – 4 hours

Attend and make safe within four (4) hours of notification.

These are works that are required due to an immediate safety, health or security failure and includes but is not limited to the following:

- electrical danger;
- gas leakages;
- significant water loss due to a major water pipe failure;
- major sewer overflow internal to premises; and
- where there is a significant security threat to premises and persons.

#### 1.2 Urgent – 2 days

Attend and satisfactorily complete within two (2) days of the provision of the Work Order.

Urgent works are required due to a health, safety, or security failure and/or where further damage could be expected if action is not taken such as, but not limited to burst water services, blocked toilets and or sewerage system.

#### 1.3 Routine

Attend and satisfactorily complete within the time indicated on the Work Order or within six (6) months (maximum) of the provision of the Work Order.

Routine works are undertaken to correct a failure and or fault that is not deemed to be immediate or urgent.

## Schedule 6 - Invoicing and Payment

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### 1. Progress Payments and Completed Services

The Service Provider shall be entitled to receive payment for the value of work completed against the Services in accordance with Schedule 7, by submitting an invoice for payment at intervals of not less than one month by providing a paper (hard copy) or by electronic invoicing via DHLGRS's electronic business system. The amount of each invoice must represent the quantum of each item in Schedule 7 for the relevant month.

Lump sum payments are to be proportioned and submitted as progress payments by invoicing in equal monthly instalments.

Within thirty (30) days of the completion of the service agreement, the Service Provider shall submit a final invoice setting out all outstanding claims.

### 2. Pre-payments

The Service Provider may invoice CEOH on month in advance for Services yet to be provided. The monetary amount of the advance must not exceed a reasonable estimate of the Fee for the upcoming month. The Service Provider will reconcile any such advance payments against the actual Fee (as calculated under this Schedule) for the invoiced period, and the Service Provider must set off any additional amount received against charges for the subsequent month.

### 3. Hard Copy Invoicing

The Service Provider is to request payment where it is satisfied that the Services have been satisfactorily completed in accordance with this agreement or any applicable Work Order.

Each Invoice must:

- (a) reference the Work Order; and
- (b) include reasonable detail about:
  - (i) the location at which the relevant Services were performed (including the house, asset number or lot number and community name);
  - (ii) the amount of labour (including a split between indigenous and non-indigenous labour) and materials used, and the cost of each; and
  - (iii) such other information as the CEOH reasonably requests.

The Service Provider must provide the CEOH with any further information which the CEOH reasonably requests in support of an Invoice.

#### 4. Electronic Invoicing

The Service Provider can be an external user of the Northern Territory Government's electronic business system and will have limited support for its use which includes requesting payment for completed Services.

In this instance the CEOH will provide assistance to the Service Provider with setting up facilities for electronic invoicing.

In order to claim for payment and to certify that the Services have been completed in accordance with this agreement and the Work Order, the Service Provider will need to update completed Services directly into the Northern Territory Government's electronic business system.

The Service Provider will be required to submit one or more claims for payment for each Work Order issued by the CEOH or its staff following satisfactory completion of the relevant Services.

The Service Provider shall not submit claims for payment for any Services until those Services are completed in accordance with this agreement and any applicable Work Order.

#### 5. Payment

Payment of the Fee will be made to the Service Provider within thirty (30) days of the date of receipt from the Service Provider of a properly completed hard copy invoice or claim for payment (as the case may be).



## Schedule 7– Fee Structure

*All prices are GST Inclusive*

No.	ITEM DESCRIPTION	MEASURE	AMOUNT (\$)
	Personnel* - Service Manager	Annual Lump Sum	
	Staff Labour - Electrical	\$/hour	
	Staff Labour - Plumbing	\$/hour	
	Staff Labour - General	\$/hour	
	Staff – Administration	\$/hour	
	Staff – Unskilled labour	\$/hour	
	Staff – Skilled labour	\$/hour	
	Approved Subcontractor – Plumbing & Gas	At Cost	
	Approved Subcontractor - Electrical	At Cost	
	Approved Subcontractor - Carpentry	At Cost	
	Approved Sub-contractor – Refrigeration / Mechanical	At Cost	
	Approved Sub-contractor – Pest Control	At Cost	
	Approved Sub-contractor - Arborist	At Cost	
	Materials	At Cost	
	Freight	At Cost	
	Vehicle mileage	\$ / per km	
	Accommodation per Person, per Night	At Cost	
	Air/Charter Costs	At Cost	
	Plant (itemised vehicle specifications eg backhoe )	\$ / per hr	
	<b>Administration Fee</b>	<b>Annual lump Sum</b>	
	<b>Profit Margin (applied to all other items)</b>	<b>%</b>	

\* Personnel rates are to be inclusive of all costs such as:

- Superannuation
- Leave Loading
- Remote allowance
- Workers compensation
- Staff housing

## Schedule 8 - Reporting

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### 1. Requirements - Indigenous Employment

The Service Provider is required to report on Indigenous employment:

- a) Total number of employees (Indigenous and Non Indigenous) engaged in the delivery of repairs and maintenance:
- b) Total number of Indigenous employees engaged in the delivery of repairs and maintenance
- c) Total number of Indigenous full time\*\* employee engaged in the delivery of repairs and maintenance
- d) Total number of Indigenous part time\*\* employee engaged in the delivery of repairs and maintenance

(\*\*number of hours equivalent to the National Award figures)

### 2. Requirements - Performance (against Response Categories)

The Service Provider is required to report on its performance against the Response categories.

The Service Provider will be measured against the following performance indicators:

- Number of Immediate Work Orders must be completed within the 4 hour of notification;
- Number of Urgent Work Orders must to be completed within the 2 days of notification; and
- Number of Routine Work Orders must be completed within the specified timeframe.

### 3. Reporting Deadline

A completed report for each Community must be submitted within 30 days of the end of each month.

**Reporting Template**

<b>Reporting Period</b>	
<b>Organisation Name</b>	
<b>Community Name</b>	

<b>Indigenous Employment</b> **(number of hours equivalent to the National Award)	<b>No.</b>
Total number of employees (Indigenous and Non Indigenous) engaged in the delivery of repairs and maintenance	
Total number of Indigenous employees engaged in the delivery of repairs and maintenance	
Total number of Indigenous full time** employees engaged in the delivery of repairs and maintenance	
Total number of Indigenous part time** employees engaged in the delivery of repairs and maintenance	

<b>Performance (against Response Category)</b>	<b>No. issued for the Period</b>	<b>No. completed for the Period</b>
Immediate		
Urgent		
Routine		

<b>Additional Comments/Information</b>

# Property Management Agreement

Chief Executive Officer (Housing) (CEOH)

*[Insert name of service provider]* (Service Provider)

MinterEllison

L A W Y E R S

# Property Management Agreement

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## Details

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### Date

### Parties

Name	<b>Chief Executive Officer (Housing)</b>
Short form name	<b>CEOH</b>
Notice details	See Schedule 1

Name	<b><i>[Insert name of Service Provider]</i></b>
ABN	<b><i>[Insert ABN of Service Provider]</i></b>
Short form name	<b>Service Provider</b>
Notice details	See Schedule 1

### Background

- A The CEOH is responsible for the tenancy management and property management services within the Community.
- B The Service Provider wishes to provide the property management services to the CEOH, and considers that it can perform those services.
- C The CEOH has agreed to engage the Service Provider to provide those services, and CEOH wishes to work with the Service Provider in the provision of those services on the terms and conditions of this agreement.
- D The parties wish to work together in a spirit of co-operation in the delivery of the Services, and in complying with their obligations and exercising their rights under this agreement.

## Agreed terms

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### 1. Defined terms & interpretation

#### 1.1 Defined terms

In this document:

**Additional Services** means additional Services requested under clause 3.3.

**Approved Subcontractor** means a subcontractor to the Service Provider approved by the CEOH in accordance with clause 5.

**Business Day** means a day that is not a Saturday, Sunday, bank holiday or public holiday in the Northern Territory of Australia.

**CEOH Material** means all material provided by the CEOH to the Service Provider relating to this agreement.

**CEOH's Representative** means the person identified in Schedule 1 or such other person as the CEOH notifies the Service Provider from time to time.

**Commonwealth Body** means the Commonwealth of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Commonwealth of Australia, or a body corporate established under an Act of the Commonwealth of Australia.

**Community** means the communities set out in Schedule 3.

**Contract Material** means all Material created for the purposes of this agreement or provided to the CEOH as part of the Services.

**Dispute** has the meaning given in clause 16.

**DHLGRS** means the Department of Housing, Local Government and Regional Services or any Northern Territory Body, government department or agency which may replace DHLGRS from time to time, and where the context permits or requires, includes the CEOH.

**Effective Date** means 1 July 2010.

**Emergency** means an event occurs in relation to an RCH which threatens life or significant damage to a RCH.

**Fee** means the fee payable each month by the CEOH to the Service Provider in accordance with Schedule 7.

**Intellectual Property** means all intellectual property rights, including:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade marks, know how, trade secrets and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

**Item** means an item in Schedule 1.

**Material** includes property, information and the subject matter of any category of Intellectual Property rights.

**Northern Territory Body** means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia.

**RCH or Remote Community House** means a dwelling in relation to which Services are provided, as described in Schedule 3 and as varied in accordance with clause 3.3(a).

**Services** means the property management services described in Schedule 2 (being the Tier One Services and the Tier Two Services) and includes the provision to the CEOH of the Contract Material related to such services.

**Service Provider** means the party (other than the CEOH) to this agreement and includes Service Provider Personnel.

**Service Provider Background IP** means any Intellectual Property Rights owned by the Service Provider prior to the commencement of the agreement and necessarily used by the Service Provider in the course of and for the purpose of providing the Services.

**Service Provider Personnel** means employees, officers and agents of the Service Provider and includes any Approved Subcontractors.

**Service Provider's Representative** means the person identified in Item 3 of Schedule 1 or such other person as the Service Provider notifies the CEOH from time to time.

**Term** has the meaning given in clause 2.

**Third Party Material** means Material owned by a third party that is included, embodied in or attached to the Contract Material.

**Tier One Services** has the meaning given in Schedule 2.

**Tier Two Services** has the meaning given in Schedule 2.

## 1.2 Interpretation

- (a) Headings are for ease of reference only and do not affect interpretation.
- (b) A reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure.
- (c) A reference to a party includes an employee of that party.

## 2. Term

### 2.1 Term of agreement

This agreement commences on the date of execution and ends on 17 August 2012.

## 3. Services

### 3.1 Scope of Services

- (a) From the Effective Date:

- (i) the Service Provider must use its best endeavours to comply with its obligations under this agreement (including providing the Services to the CEOH); and
  - (ii) the CEOH must use its best endeavours to comply with its obligations under this agreement.
- (b) In determining whether the Service Provider has used its best endeavours, the CEOH must take into account the remote location in which the Services are provided, and the cultural issues involved in providing the Services.

### 3.2 Performance of the Services

Without limiting specific provisions of this agreement, the Service Provider must:

- (a) perform the Services to the satisfaction of the CEOH's Representative;
- (b) comply with all legal, regulatory or contractual requirements applicable to the Services including licensing obligations;
- (c) abide by all lawful requests, directions or instructions issued by the CEOH's Representative to the Service Provider's Representative in relation to the Services (including conduct when accessing any premises leased to, or otherwise under the control of, CEOH (including without limitation all residential housing lots)) and this agreement;
- (d) ensure that CEOH Material is used strictly in accordance with any direction by the CEOH from time to time;
- (e) ensure that Intellectual Property in all Contract Material vests in the CEOH immediately upon its creation;
- (f) comply with such protocols as the CEOH may require from time to time in relation to disclosure of Confidential Information and protection of personal information; and
- (g) deal with all personal information collected or obtained in performance of the Services in a manner which is consistent with the Information Act (NT) as if the Service Provider were a public sector organisation pursuant to section 5(7) of the Information Act (NT).

### 3.3 Changes to RCH

- (a) The CEOH may from time to time, by written notice to the Service Provider remove dwellings from, or add dwellings to, the list of RCHs.
- (b) For the sake of certainty, a variation of the RCHs does not of itself cause any change to the Fee.
- (c) Following execution of this agreement the CEOH must inform the Service Provider of the number of RCHs in each Community.

### 3.4 Changes to Services

- (a) The Service Provider:
  - (i) acknowledges that the ability to provide Tier One Services at all times is of critical importance to the CEOH; and
  - (ii) agrees to provide Tier One Services at all times in accordance with this Agreement.

- (b) The Service Provider may decline a request to provide Tier Two Services if it has a reasonable reason for doing so, including a lack of capacity or capability of its own employees or of available Approved Subcontractors.
- (c) The CEOH may also from time to time, by written notice to the Service Provider:
  - (i) remove any of the Tier Two Services from the scope of this agreement; and
  - (ii) request the Service Provider to supply additional Tier Two Services (**Additional Services**) from a date specified in the notice. Unless otherwise agreed in writing, the Additional Services agreed to be supplied will become part of the Tier Two Services.
- (d) If a notice is provided under clause 3.4(c)(ii) the parties must negotiate in good faith:
  - (i) the supply of the Additional Services;
  - (ii) the date at which the provision of Additional Services will commence, having regard to the date specified in the notice; and
  - (iii) the fee for Additional Services (which must be determined upon the same basis as the Fee if it is appropriate to do so).

### 3.5 Emergencies

- (a) If an Emergency occurs in relation to an RCH:
  - (i) the Service Provider may take such action as is reasonably necessary to bring the RCH to a 'make safe' state (**Emergency Action**);
  - (ii) notwithstanding Schedule 4, the Service Provider may take the Emergency Action without first receiving a Work Order from the CEOH; and
  - (iii) the Service Provider is entitled to be paid its costs of taking the Emergency Action as if the Emergency Action was requested by the CEOH in a Work Order.
- (b) If the Service Provider needs to engage a subcontractor to assist in the Emergency Action:
  - (i) it must first seek to engage an Approved Subcontractor; and
  - (ii) if an Approved Subcontractor is not available within the necessary timeframe then notwithstanding clause 5(a)(i) the Service Provider may use an alternative subcontractor, provided that:
    - (A) the Service Provider must provide CEOH with such information concerning that subcontractor as the CEOH reasonably requires; and
    - (B) clauses 5(a)(ii) to 5(a)(iv) apply as if the subcontractor were an Approved Subcontractor.

## 4. Service Provider Personnel

### 4.1 Standards of Service Provider Personnel

The Service Provider must:

- (a) use an adequate number of Service Provider Personnel who are appropriately skilled to provide the Services; and
- (b) ensure that all Service Provider Personnel comply with all applicable obligations of the Service Provider under this agreement.

### 4.2 Replacement at the CEOH's request

- (a) At any time the CEOH may provide a written notice to the Service Provider which gives details of any Service Provider Personnel that the CEOH in its sole discretion considers is not performing to the standards required by this agreement, and the basis on which the CEOH has formed that view.
- (b) If 30 days following the written notice under clause 4.2(a) the CEOH still considers that the relevant Service Provider Personnel is not performing to the standards required by this agreement, the Service Provider must ensure that Service Provider Personnel has no further involvement in the provision of the Services.
- (c) Should a Dispute arise from the operation of clause 4.2(a) or 4.2(b):
  - (i) either party may refer the Dispute to the process in clause 16; and
  - (ii) the CEOH may decide whether the relevant Service Provider Personnel continues to provide the Services for the duration of the Dispute process.

## 5. Subcontractors

- (a) The Service Provider:
  - (i) must not subcontract any part of the Services without first obtaining the CEOH's prior approval;
  - (ii) must ensure that each Approved Subcontractor has all licences required by law, including Northern Territory law, for the provision of the part of the Services subject to the Approved Subcontract;
  - (iii) must ensure that each Approved Subcontractor complies with the terms of this agreement and all rules, policies and procedures of the CEOH that are relevant to the Approved Subcontractor's performance of the Services; and
  - (iv) will remain responsible for the Services performed by Approved Subcontractors to the same extent as if those Services were performed by the Service Provider.
- (b) If the Service Provider requests the CEOH's approval for the purposes of clause 5(a)(i), the CEOH must respond to that request within 5 Business days from date of receipt of the request.
- (c) The CEOH may revoke its approval of an Approved Subcontractor on reasonable grounds, in which case, the Service Provider must promptly cease using that Approved Subcontractor to perform the Services.



- (d) If requested, the Service Provider must provide the CEOH with a copy of each subcontract executed between the Service Provider and an Approved Subcontractor.

## 6. Performance

If the Service Provider fails to perform the Services to the standards required by this agreement, the Service Provider must:

- (a) work with the CEOH to try to remedy the problem; and
- (b) take whatever action is reasonably necessary to minimise the impact of the problem and prevent it from reoccurring.

## 7. Annual review

If requested by the CEOH, the Service Provider must meet with the CEOH or a person nominated by the CEOH to undertake an annual review of the performance of the Services.

## 8. Fee

### 8.1 General

- (a) In consideration of the performance of the Services by the Service Provider, the CEOH will pay the Fee in accordance with this agreement.
- (b) The Service Provider must not charge the CEOH for any fees, charges or expenses in addition to the Fee other than those expressly specified in Schedule 7.
- (c) On each anniversary of the Effective Date the lump sum and hourly rates listed Schedule 7 will change by the same proportion as the change (if any) in the minimum rates of pay and entitlements of employment pursuant to any applicable industrial instrument or workplace legislation that applies to the employees providing the Services since the last anniversary of the Effective Date, or in the case of the first anniversary, since the Effective Date.
- (d) For the sake of certainty, if the Service Provider does not complete a particular aspect of the Services as required by this agreement, the CEOH is not required to pay that part of the Fee that relates to those Services.

### 8.2 Invoices

The Service Provider must invoice the CEOH in accordance with Schedule 6.

### 8.3 Refunds, offsets and disputed charges

- (a) If the Service Provider receives or is entitled to receive a refund, credit or other rebate for goods or services provided under this agreement and previously paid by the CEOH, the Service Provider must allow for the refund, credit or rebate in the next invoice submitted to the CEOH.
- (b) The CEOH will pay undisputed charges when those payments are due. The CEOH may:

- (i) withhold payment of any charges that it disputes in good faith, and provide the Service Provider with an itemised statement of its grounds of dispute for all or any charges; and
- (ii) set off amounts owed by the Service Provider under this agreement against the Service Provider's charges under this agreement.

## 9. Conflict of interest

### 9.1 Warranty that there is no conflict of interest

The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this agreement no conflict of interests exists or is likely to arise in the performance of the Services.

### 9.2 Notification of a conflict of interest

If, during the performance of the Services a conflict of interest arises, or appears likely to arise, the Service Provider must:

- (a) notify the CEOH immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the CEOH reasonably requires to resolve or otherwise deal with the conflict.

## 10. Assignment, etc

- (a) Subject to clause 10(b), neither party may, without the written consent of the other, assign or novate its rights or obligations under this agreement.
- (b) The CEOH may at its sole discretion assign or novate its rights or obligations under this agreement to a Northern Territory Body or a Commonwealth Body.

## 11. Books and records

### 11.1 Service Provider to keep books and records

The Service Provider must:

- (a) keep and must require its Approved Subcontractors to keep adequate books and records in sufficient detail to enable the amounts payable by the CEOH under this agreement to be determined; and
- (b) retain for a period of seven years from the date of their creation all books and records relating to the Services.

### 11.2 Survival

This clause applies for the Term and for a period of seven years from the termination or expiry of this agreement.

## 12. Indemnity and insurance

### 12.1 Indemnity

The Service Provider indemnifies the CEOH against all claims, expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the CEOH) that the CEOH may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this agreement by the Service Provider including, but not limited to, a breach in respect of which the CEOH exercises an express right to terminate this agreement;
- (b) any negligent act or omission or wilful misconduct of the Service Provider or its officers, employees, contractors or agents; or
- (c) any infringement by the Service Provider of the Intellectual Property Rights of a third party,

except to the extent that any negligent act or omission of the CEOH contributed to the relevant liability.

### 12.2 Insurance

In connection with the performance of the Services, the Service Provider must have and maintain during the Term valid and enforceable insurance policies for:

- (a) public liability, which must note the CEOH's interest and provide coverage, in respect of each occurrence, for at least \$20 million;
- (b) workers' compensation; and
- (c) any other insurance relevant to the Services specified in Schedule 2.

### 12.3 Approved Subcontractors

Each subcontract with an Approved Subcontractor must require the Approved Subcontractor to have and maintain during the term of that subcontract valid and enforceable policies of insurance equivalent to those in clause 12.2, with the exception that the public liability policy need only provide coverage in respect of each occurrence for at least \$10 million.

### 12.4 Evidence of insurance required

The Service Provider must give evidence of insurance required under this clause when the CEOH asks for it.

## 13. Termination

### 13.1 Early Termination

- (a) The CEOH may, at any time, by giving at least 90 days notice, terminate this agreement.
- (b) The Service Provider may, at any time, by giving at least 90 days written notice in accordance with clause 18, terminate this agreement.
- (c) If a notice of termination is served under clauses 13.1(a) or 13.1(b) the Service Provider must:
  - (i) stop work from the expiry of that 90 day period,; and

- (ii) take all available steps to minimise loss resulting from that termination and to protect CEOH Material and Contract Material.
- (d) If this agreement is terminated under Clause 13.1, the CEOH is liable only for:
  - (i) payments under Clause 8 for Services rendered before the effective date of termination; and
  - (ii) reasonable costs incurred by the Service Provider and directly attributable to the termination.
- (e) The Service Provider is not entitled to compensation for loss of prospective profits.

### 13.2 Termination for default

- (a) The CEOH may terminate this agreement effective immediately by giving notice to the Service Provider if the Service Provider:
  - (i) breaches a material provision of this agreement where that breach is not capable of remedy; or
  - (ii) breaches any provision of this agreement and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

### 13.3 After termination

On termination of this agreement the Service Provider must stop work on the Services and deal with CEOH Material as directed by the CEOH.

### 13.4 Survival

The following clauses survive the termination of this agreement:

- (a) 11 (Books and records); and
- (b) 12.1 (Indemnity).

### 13.5 Termination does not affect accrued rights

Termination of this agreement does not affect any accrued rights or remedies of a party.

## 14. Intellectual Property (IP) Rights

### 14.1 Ownership of IP

The Service Provider:

- (a) agrees that all Intellectual Property Rights in any Services or in any materials that the Service Provider creates (whether alone, jointly or together with any other person) in supplying the Services other than the Service Provider Background IP (**Contract IP**) will be owned by the CEOH, and assigns to the CEOH all Intellectual Property Rights that the Service Provider may have in the Contract IP both at the date of this agreement and in the future;
- (b) acknowledges that no further documentation is necessary to complete the assignment referred to in Clause 14.1(a), and that by virtue of that paragraph, all Intellectual Property Rights in the Contract IP automatically vest in the CEOH on their creation; and

- (c) will upon request by the CEOH take all action and sign any documentation which is necessary or desirable to enable CEOH to further assure its rights, title and interest in the Contract IP.

#### 14.2 Ownership of Service Provider Background IP

The CEOH acknowledges that:

- (a) the Service Provider owns or holds licence rights to the Service Provider Background IP; and
- (b) apart from the licence rights granted under Clause 14.3, the CEOH will have no rights in respect of any Intellectual Property Rights in the Service Provider Background IP.

#### 14.3 Licence of Service Provider Background IP

The Service Provider grants to the CEOH as and from the commencement of this agreement a perpetual, non-exclusive, royalty-free licence to use the Service Provider Background IP for its internal purposes or otherwise for the purposes of this agreement, but only to the extent that such use is necessary for the CEOH to enjoy the benefit of the Services provided by the Service Provider under this Agreement.

### 15. Goods and Services Tax

- (a) For the purposes of this clause unless the context otherwise requires:-
  - (i) **GST** means any tax imposed on Supply by or through the New Tax System (Goods and Services Tax) Act 1999 (**GST Act**) and any related Tax Imposition Act and **New Tax System Changes** has the meaning it bears in the New Tax System (Trade Practices Amendment) Act 1999 (**TPA Act**). Where any other term is used in this clause which is defined in the Act or the TPA Act it shall have the meaning which it bears in the Act, or (if the term is not defined in the Act) then the meaning which it bears in the TPA;
  - (ii) **GST Rate** means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time; and
  - (iii) **Input Tax Credit, Recipient, Supplier** and **Supply** have the meaning they bear in the Act.
- (b) The parties acknowledge that the consideration under this agreement is inclusive of GST, where GST is calculated using the GST Rate at the time of forming this agreement.
- (c) The Supplier shall provide the Recipient with a tax invoice and/or adjustment notes in relation to the Supply prior to an amount being paid by the Recipient under this agreement and shall do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

## 16. Dispute resolution

- (a) If the parties disagree on a material issue relating to this agreement (**Dispute**), a party must comply with this clause 16 before starting court proceedings (except proceedings for interlocutory relief).
- (b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- (c) During the 14 days after a notice is given under clause 16(b) (or longer period if the parties to the Dispute agree in writing), the CEOH's Representative and the Service Provider Representative must use their reasonable efforts to resolve the Dispute.
- (d) If the parties cannot resolve the Dispute within that period, they must refer the Dispute to the Chief Executive Officer (or equivalent) of the CEOH and the Service Provider, and the Chief Executive Officers must use their reasonable efforts to resolve the Dispute for a period of up to 14 days.

## 17. Negation of employment, partnership and agency

- (a) The Service Provider must not represent itself, and must ensure that its officers, employees, agents and Approved Subcontractors do not represent themselves, as being an officer, employee, partner or agent of the CEOH, or as otherwise able to bind or represent the CEOH.
- (b) This agreement does not create a relationship of employment, agency or partnership between the parties.
- (c) The Service Provider acknowledges that:
  - (i) any agreement entered into between the Service Provider and a third party in relation to this agreement or the Services, constitutes a private contractual arrangement between the Service Provider and that third party; and
  - (ii) the CEOH will not be deemed to be a party to any such agreements, understandings and arrangements; and
  - (iii) the CEOH will not be responsible for any monies owed by either party as a result of such agreements, understandings and arrangements.

## 18. Notice

### 18.1 Giving of notices

A party giving notice or notifying under this agreement must do so in writing:

- (a) directed to the other party's Representative at the other party's address, as varied by any notice; and
- (b) hand delivered or sent by pre-paid post or facsimile to that address.

The parties' addresses and facsimile numbers are as specified in Schedule 1 (in the case of the CEOH) and Schedule 1 (in the case of the Service Provider). Either party may change its notice details by giving written notice to the other party.

## 18.2 Receipt of notice

A notice given in accordance with clause 18.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 3 days after the date of posting; or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within one Business Day after that transmission, the recipient informs the sender that it has not received the entire notice.

In this clause, Business Day means a day on which banks are open for general banking business in the Northern Territory of Australia.

## 19. Confidential Information and Privacy

### 19.1 Confidential Information

- (a) In this clause:
  - (i) "Confidential Information" means any information or Material:
    - (A) which is by its nature confidential;
    - (B) which is designated as confidential by the person by or for whom the information is provided;
    - (C) which a party knows, or ought to know, is confidential; or
    - (D) which is agreed between the parties or any of the parties after the Date of this Agreement as constituting Confidential Information for the purposes of this Agreement;and includes the terms (but not the existence) of this agreement, but does not include information which:
    - (E) is or becomes public knowledge other than by:
      - (I) breach of this agreement; or
      - (II) any other unlawful means;
    - (F) was already in the possession of the party who receives the information (**Receiving Party**) without restriction in relation to disclosure before the other party gave it to the Receiving Party; or
    - (G) had already been independently developed or acquired by the Receiving Party before the other party gave it to the Receiving Party.
- (b) Subject to clause 19.1(d), a party must not, without the prior written consent of the other party, use or disclose any Confidential Information of the other party.
- (c) In giving written consent to use or disclose its Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with those conditions.



- (d) The obligations on a party under this clause 19.1 will not be breached where that Confidential Information:
- (i) is disclosed by a party to its employees, agents or subcontractors (and in the case of the Service Provider, the Service Provider Personnel), solely in order to comply with obligations, or to exercise rights, under this agreement, or is disclosed to a party's internal management personnel, solely to enable effective management or auditing of agreement-related activities;
  - (ii) is disclosed by the CEOH or the Northern Territory of Australia to the Parliament, the Administrator, Cabinet, a Minister or any Parliamentary, Ministerial or Cabinet Committee of the Territory or in response to a request by the Legislative Assembly or a Committee of the Legislative Assembly;
  - (iii) is shared by a party within its organisation, or in the case of the Territory, with another department or agency of the Northern Territory of Australia, with the Commonwealth of Australia or any other State or Territory of Australia, where this serves the party's legitimate interests;
  - (iv) is authorised or required by law to be disclosed;
  - (v) is disclosed by a party and is information in a material form in respect of which an interest, whether by license or otherwise, in Intellectual Property in relation to that material form, has vested in, or is assigned to, the party under this Agreement or otherwise, and that disclosure is permitted by that license or otherwise; or
  - (vi) is in the public domain otherwise than due to a breach of this clause 19.1.

## 19.2 Protection of Personal Information

- (a) In this clause:
- (i) "Act" means the Information Act (NT);
  - (ii) "Privacy Laws" means:
    - (A) the Act; and
    - (B) the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to this Agreement; and
  - (iii) "Personal Information" means all information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with this Agreement.
- (b) The Service Provider agrees:
- (i) to deal with all Personal Information collected or obtained in performance of the Services in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Recipient were a public sector organisation pursuant to section 5(7) of the Act;

- (ii) to ensure that any Service Provider Personnel and any other person who may have access to Personal Information held by the Service Provider, are aware of and undertake to not access, use, disclose or retain Personal Information except in performing their duties of employment, agency or subcontract;
- (iii) to ensure that any subcontract entered into by it for the purpose of fulfilling its obligations under this Agreement will contain provisions to ensure that the subcontractor has the same awareness and obligations as the Service Provider has under this clause, including this requirement in relation to subcontracts;
- (iv) at the expiration or earlier termination of this agreement, or such longer period as any Personal Information is required to be held or retained by the Service Provider pursuant to this agreement, to either return to the CEOH, or at the CEOH's request, delete or destroy, all Personal Information received, created or held by the Service Provider for the purposes of this agreement; and
- (v) to indemnify the CEOH in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Recipient under this clause 19.2.

## **20. Miscellaneous**

### **20.1 Entire agreement**

This agreement constitutes the entire agreement between the parties as to its subject matter.

### **20.2 Alteration**

This agreement may only be altered in writing signed by each party.

### **20.3 Severability**

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

### **20.4 Waiver**

Waiver of any provision of or right under this agreement:

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

### **20.5 Costs**

Each party must bear its own costs of preparing and executing this agreement.

### **20.6 Joint and several liability**

If a party comprises two or more persons, the provisions of this agreement binding that party bind those persons jointly and severally.

### **20.7 Governing law**

This agreement is governed by the law applicable in the Northern Territory of Australia.

## Signing page

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**EXECUTED** as an agreement

**Signed** by the Chief Executive Officer  
(Housing) in the presence of

.....  
Signature



.....  
Signature of witness



.....  
Name of witness (print)

***[Insert relevant execution clause for Service Provider]***

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## COMMON SEAL APPROVAL

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<b>ITEM NUMBER</b>	6.1
<b>TITLE</b>	Letter of Offer Special Purpose Grant Offer
<b>REFERENCE</b>	41229
<b>AUTHOR</b>	Alan Hudson, Chief Executive Officer

Correspondence relating to significant liaisons with other agencies is provided to Council for information

### BACKGROUND

The CEO received a letter of on the 12 March 2010, from DLGHRs offering assistance in appointing an independent advisor to assist in the Shire in ensuring effective gov

### ISSUES/OPTIONS/CONSEQUENCES

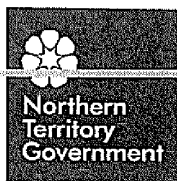
This grant is required to be acquitted once it has been expended.

### RECOMMENDATION:

- a) That Council read and accept the letter of Offer of funding
- b) That Council as requested to provide an additional \$18,000 of co-funding
- c) That Council authorise the affixing the common seal to the funding agreement
- d) That Council alter it's approved budget for provide for this funding and councils contribution

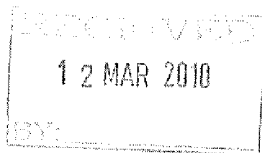
### ATTACHMENTS:

- 1 Letter - DHLGRS - Special Purpose Grant Offer - Appointment of Independent Advisor.pdf



DEPARTMENT OF  
HOUSING, LOCAL GOVERNMENT AND  
REGIONAL SERVICES

[www.nt.gov.au](http://www.nt.gov.au)



Business Strategy and Performance  
Level 2, 83-85 Smith Street  
Darwin NT 0800

Postal address GPO Box 4621  
Darwin NT 0801  
Tel 08 8999 8830  
Fax 08 8999 8403

Our Ref: 2009/04929 & 2009/01309

Mr Alan Hudson  
Chief Executive Officer  
Tiwi Islands Shire Council  
GPO Box 4246  
DARWIN NT 0801

Dear Mr Hudson

**RE:- SPECIAL PURPOSE GRANT OFFER**

The Minister for Local Government Ms Malarndirri McCarthy has approved your Council a Special Purpose Grant totalling \$30,000 to contribute towards appointing an independent advisor to assist the Tiwi Islands Shire Council in developing best practices on effective governance and administration for a period of six months.

This offer should be discussed at a meeting of your Council and a resolution made if you decide to accept it on the conditions outlined in the attached acceptance. The acceptance should then be completed and returned to Mr Peter Thornton, Local Government Business Support, of the Department of Housing, Local Government and Regional Services. An Acceptance Form has been attached.

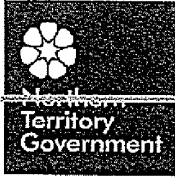
You are required to acquit this grant once it has been expended. Attached is an Acquittal Form for this purpose.

Please note that Special Purpose Grant funding will not be released if there are any outstanding acquittals. Details of all outstanding acquittals have been advised. *Reference 31 January 2010*

Yours sincerely

A handwritten signature in dark ink, appearing to read "John Tobin".

JOHN TOBIN  
A/Manager Local Government Business Support  
10 March 2010



DEPARTMENT OF  
HOUSING, LOCAL GOVERNMENT AND  
REGIONAL SERVICES

www.nt.gov.au

TIWI ISLANDS SHIRE COUNCIL

Manager  
Local Government Business  
Department of Housing, Local Government and Regional Services  
GPO Box 4621  
DARWIN NT 0801

Dear Sir/Madam

RE: ACCEPTANCE OF SPECIAL PURPOSE GRANT FOR 2009-10

On behalf of the Tiwi islands Shire Council we accept the offer and agree to:

- (a) expend the SPG in accordance with the *Local Government Act* and *Local Government (Accounting) Regulations*;
- (b) place the SPG in a **trust account**, details of which are BSB: \_\_\_\_\_- \_\_\_\_\_, Account No: \_\_\_\_\_ until such time it is to be expended;
- (c) only use the SPG to contribute towards appointing an independent advisor to assist the Tiwi Islands Shire Council in developing best practices on effective governance and administration for a period of six months;
- (d) absorb any costs above \$30,000;
- (e) apply to Executive Director, Program and Policy Development for approval to vary the purpose of the grant of \$30,000; and
- (f) acquit all, partial or nil expenditure of the SPG on or before 30 June 2010 using a statement titled "Special Purpose Acquittal" as issued (copy attached), or by 30 June each year thereafter until completion of expenditure of the full SPG allocation.

Yours faithfully

CEO

/ /20\_\_

/ /20\_\_



DEPARTMENT OF  
HOUSING, LOCAL GOVERNMENT AND  
REGIONAL SERVICES

www.nt.gov.au

Local Government Business Support  
83-85 Smith Street  
Darwin NT 0800  
Postal address GPO Box 4621,  
Darwin NT 0801  
Tel 8999 8820  
Fax 8999 8403  
Email donna.hadfield@nt.gov.au  
Web www.dlgh.nt.gov.au

TIWI ISLANDS SHIRE COUNCIL

2009 -10 ACQUITTAL OF SPECIAL PURPOSE GRANT

File number: 2009/01309

Purpose of Grant: To contribute towards appointing an independent advisor to assist the Tiwi Islands Shire Council in developing best practices on effective governance and administration for a period of six months

Date of Approval of Variation to Grant (if applicable) N/A

INCOME AND EXPENDITURE STATEMENT FOR THE PERIOD ENDING 30 June 2010

Special Purpose Grant	\$30,000
Other income	
Total income	
Expenditure (Specify accounts and attach copies of invoices or ledger entries)	
Total Expenditure	
Surplus/(Deficit)	\$

We certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Statement prepared by ...../...../201\_

Laid before the Council at a meeting held on ...../...../201\_... Copy of minutes attached.

Authorised Person ...../...../201\_

DEPARTMENTAL USE ONLY

SPG. amount correct?	YES/NO
Expenditure conforms with purpose	YES/NO
Minutes checked	YES/NO

Balance of funds to be acquitted \$

Date next statement due / /

Prepared by

Comments

Executive Officer  
NT Grants Commission  
Peter Thornton / /