



# **AGENDA**

## **ORDINARY MEETING**

### **WEDNESDAY, 28 JULY 2010**

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

- Wednesday, 25 August 2010 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 - 23 June 2010*

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### **7 NOTICES OF MOTION**

*Nil*

### **8 RESCISSION MOTIONS**

*Nil*

### **9 OTHER BUSINESS**

### **10 NEXT MEETING**

Wednesday, 25 August 2010

**CORRESPONDENCE**

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<b>ITEM NUMBER</b>	2.1
<b>TITLE</b>	Upcoming Conference - Excellence in Advocacy for Sustainable Change - East Arnhem Shire
<b>REFERENCE</b>	50533
<b>AUTHOR</b>	Pauline Corpus, Executive Officer



Invitation from the East Arnhem Shire Council for it's Excellence in Advocacy for Sustainable Change Conference

**BACKGROUND**

An email was received on the 2<sup>nd</sup> of July from East Arnhem Shire Council inviting all shire councils' to a Darwin held conference on the 7 October 2010

**RECOMMENDATION:**

**That Council receive and note and advise attendance at this conference.**

**ATTACHMENTS:**

- 1 East Arnhem - Conference - Excellence in Advocacy for Sustainable Change - 7 October 2010.pdf



## 'Excellence in Advocacy for Sustainable Change'

### SAVE THE DATE – 7 October 2010

East Arnhem Shire Council invites you to save the date for its 'Excellence in Advocacy for Sustainable Change' Conference.

Join members of the East Arnhem Shire Council as we gather in Darwin to celebrate success stories and plan for the future. Conference will include motivational exhibits and workshops, community displays and inspiring keynote speakers. This event aims to build Shire Council awareness and improve the understanding of East Arnhem challenges and aspirations for moving forward.

#### Event Details:

Venue: Darwin Convention Centre  
Date: Thursday, 7 October 2010  
Time: 8.00am – 5.00pm

#### Registration:

Entry to the conference is free, but places are limited.

**REGISTER NOW** to secure your place or visit [www.eastarnhem.com.au](http://www.eastarnhem.com.au).

Registration to the conference closes Friday, 17 September 2010.

#### Accommodation:

East Arnhem Shire Council has secured a block booking at the Darwin Waterfront Vibe Hotel for the 6 & 7 October, 2010 at a conference rate of \$173 per night. Complete the online registration form to secure this rate. Places are limited so get in early!

The Darwin Waterfront Vibe Hotel is located within the redeveloped Waterfront Precinct and is 200 metres walking distance to the Darwin Convention Centre. Complete the online registration form to secure this rate.

#### Flights:

Qantas, Virgin Blue and Jetstar have daily flights to and from Darwin from all major cities. Flight arrangements and payments are your responsibility.

For more information contact Dani Eveleigh on 08 8943 9524 or email [dani.eveleigh@eastarnhem.nt.gov.au](mailto:dani.eveleigh@eastarnhem.nt.gov.au)



[www.eastarnhem.net.au](http://www.eastarnhem.net.au)

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## CORRESPONDENCE

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**ITEM NUMBER** 2.2  
**TITLE** Correspondence In - AG Dept of the Environment,  
Water, Heritage and the Arts - NT Job Packages  
**REFERENCE** 50534  
**AUTHOR** Alan Hudson, Chief Executive Officer

Correspondence relating to significant liaisons with other agencies is provided to Council for information – Forward Year Funding for NT Jobs Packages – Letter of Offer

### BACKGROUND

A letter of offer was received into the shire. The funding offer is a continuation from 2009 – 2010 the total amount of \$86,367 are to fund 3 part time positions. The letter of offer was signed by the CEO on behalf of the council on the 12 July 2010 and sent back to the agency.

**Outstanding Actions:** Job Descriptions are required before funding can be released – Action Officer Maurice Rioli and Shea Rotumah

### RECOMMENDATION:

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

### ATTACHMENTS:

- 1 Letter of Offer - DEWHA NT Jobs Packages - 3 Part Time Positions - \$86367.00 - Signed by Alan Hudson 12 July 2010.pdf



## Australian Government

Department of the Environment, Water, Heritage and the Arts

Our reference: 26791

Mr Alan Hudson  
Tiwi Islands Shire Council  
GPO BOX 4246  
DARWIN NT 0801

Dear Sir

### FORWARD YEAR FUNDING FOR NT JOBS PACKAGES

The Department of the Environment, Water, Heritage and the Arts (DEWHA) would like to offer your organisation funding of **\$86,367(GST exclusive) for 3 part-time positions**. This funding offer is a continuation from 2009-10.

This offer of funding is conditional on your organisation entering into a legally binding contract. The Funding Agreement will be sent to you shortly.

Before DEWHA is able to send you the Funding Agreement, you must provide confirmation that you wish to proceed and also a job description for each position funded, if your organisation has not already done so.

The per-position funding is:

*If the organisation has part-time NT jobs:*

PART-TIME	2010/11
Salary and oncosts	22022
Training	4500
Administration	2267
TOTAL	28789

Please sign the confirmation below and fax a copy of this form to (02) 6204 5645 by **close of business 2 July 2010**. If you are unable to fax a copy of the form, please email your confirmation to [Lorraine.Savage@icc.gov.au](mailto:Lorraine.Savage@icc.gov.au). If we do not hear from you by this date the offer of funding may lapse.



GPO Box 787 Canberra ACT 2601 Telephone 02 6274 1111 Facsimile 02 6274 1666  
[www.environment.gov.au](http://www.environment.gov.au)



If you have any questions I can be contacted on (08) 8936 6479.

Yours sincerely

Lorraine Savage  
Program Officer, DEWHA  
Darwin ICC

28 June 2010

CONFIRMATION

On behalf of the organisation, I confirm that we wish to proceed with the three positions.

I understand that the Funding Agreement will be provided to the organisation after I have provided a job description for each position and DEWHA has received this acceptance letter.

I understand that this letter is not a legally binding contract in relation to the provision of funding.

Signature: 

Print name: ALAN HUDSON.

Position in organisation: CEO.

Date: 12. 7.10

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## **CORRESPONDENCE**

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**ITEM NUMBER** 2.3  
**TITLE** Review of the Local Government Voting System - NT  
**REFERENCE** 50721  
**AUTHOR** Pauline Corpus, Executive Officer



Correspondence relating to significant liaisons with other agencies is provided to Council for information – Minister for Local Government – Discussion Paper – NT Voting System

### **BACKGROUND**

The Minister for Local Government has initiated a review of the local government voting system in the NT and is now seeking input from the local government sector and general public.

Municipal councils used the exhaustive preferential electoral system and this system was adopted for all councils from 1 July 2008, on the recommendations of the former Local Government Advisory Board. The Board recommended it being retained for at the least the first election after the local government forum.

### **ISSUES/OPTIONS/CONSEQUENCES**

The Discussion paper has a series of questions to consider.  
There are 3 main types of voting systems

- Plurality systems
- Proportional representation systems
- Majority systems (current voting system exhaustive preferential is kind of majority system that can be used in both single and multi member electorates.

### **CONSULTATION & TIMING**

Comments can be forward to the Mayor or to Secretariat

Comments / Submissions close on Friday 17 September 2010

### **RECOMMENDATION:**

**That Council receive and note this correspondence for Information**

### **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>	Memorandum of Understanding - NT Police
<b>REFERENCE</b>	50745
<b>AUTHOR</b>	Lawrence Costa, Director Community Development

Presentation – NT Police – Kym Davies (NT Superintendent)

### BACKGROUND

#### Exact of Introduction

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

An earlier copy of this document was discussed at Council on the 28<sup>th</sup> April 2010.

The Attorney-General's Department and the NT Police have provided a Final draft copy of the Memorandum of Understanding Agreement received on the 19<sup>th</sup> July 2010.

### ISSUES/OPTIONS/CONSEQUENCES

### CONSULTATION & TIMING

This MOU will be reviewed by all parties at a combined meeting after having been in operation for a period of six (6) months, in the first instance and every twelve months thereafter or, as required by either party.

**Attachment** – This attachment is separate from this agenda paper – See Hand Out.

### RECOMMENDATION:

**That Council endorse this agreement to be signed by the Shire**

### ATTACHMENTS:

There are no attachments for this report.

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## GENERAL BUSINESS

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<b>ITEM NUMBER</b>	3.2
<b>TITLE</b>	Review of Shire Council Governance Capacity, Needs and Support
<b>REFERENCE</b>	50751
<b>AUTHOR</b>	Pauline Corpus, Executive Officer



The content was created by the consultant Geoff Langford for the Department of Housing, Local Government and Regional Services

### BACKGROUND

The review is being done by Langford for the Department of Housing, Local Government and Regional Services. Team members attending this meeting will be Maggie Kavanagh and Geoff Langford

The review is to examine six issues:

1. What is the current capacity of elected members and local board members to undertake their roles?
2. What support is currently available to help elected members and local board members improve their capacity to undertake their roles?
3. How effective are current strategies/programs/tools?
4. What are the gaps between current needs of members and available support?
5. What can government do to help shire councils, elected members and local board members improve their capacity to undertake their roles?
6. What tools and strategies would help shire councils to provide support to elected members and local board members in their respective roles?

### ISSUES/OPTIONS/CONSEQUENCES

The review is to provide advice to Territory and Commonwealth Departments on how they can improve support to Shires

### CONSULTATION & TIMING

Consultations are occurring in the shires of McDonnell, West Arnhem, Tiwi and Roper Gulf Shires between July and September 2010

### RECOMMENDATION:

- a) **That Council receive and note this advice and assistance Langford in making suitable arranged time to meet.**
- b) **Individual councillors note the need to for consultations with these consultants.**

### ATTACHMENTS:

There are no attachments for this report.

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## REPORTS FOR INFORMATION

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**ITEM NUMBER** 4.1  
**TITLE** CDEP Deal - Media Release - NTG Brokers New \$24.4 Million  
**REFERENCE** 50532  
**AUTHOR** Sean Phillips, CDEP Manager



CDEP Funding continuation until 30 June 2011

### **BACKGROUND**

### **ISSUES/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **RECOMMENDATION:**

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

### **ATTACHMENTS:**

1 Media Release - Minister for Malarndirri McCarthy CDEP Deal - 14 July 2010 .pdf



14 July 2010

## NTG brokers new \$24.2 million CDEP deal

Local Government Minister, Malarndirri McCarthy has successfully negotiated a new deal which will see the funding from CDEP to real jobs program increase to \$24.2 million extending the program until 30 June 2011.

Minister McCarthy advised the Local Government Association of the Northern Territory (LGANT), and Shire Council Mayors and Presidents of the new negotiated arrangement for the Shires via a teleconference today.

"This is very welcome news for the 500 employees and their families across the Shires in the Northern Territory," said Ms McCarthy.

"LGANT has agreed to work with the each Shire to develop long term employment plans.

"Of the \$24.2 million the Northern Territory Government's contribution is \$14.9 million.

"Highlights of the package includes:

- \$7.3 million for indigenous employment in core services,
- an extra \$200,000 to LGANT to assist Shire councils in planning for the transition to long term employment outcomes and ongoing workforce development, and
- \$5 million ongoing from the National Partnership Agreement for the introduction in 2010-11 of a Housing Management Program with specific Indigenous employment outcomes to provide alternative employment opportunities.

"This is all about securing real jobs for Territorians and ensuring that workers can have job security and certainty that they will be able to support their families.

"The Northern Territory Government will continue to work with the Shires and the Australian Government to ensure Territorians have secure employment options."

*Media Contact:* Ursula Raymond 0457 825 507



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## REPORTS FOR INFORMATION

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**ITEM NUMBER** 4.2  
**TITLE** Community Services - Update  
**REFERENCE** 50746  
**AUTHOR** Maurice Rioli, Director Community Services



<This should set out what the report is about, why it was written and why it is relevant.>

### **BACKGROUND**

### **ISSUES/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **RECOMMENDATION:**

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

### **ATTACHMENTS:**

There are no attachments for this report.

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## REPORTS FOR INFORMATION

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<b>ITEM NUMBER</b>	4.3
<b>TITLE</b>	Policy Development Update
<b>REFERENCE</b>	50749
<b>AUTHOR</b>	Sandy Cross, Policy Development Officer

On return from leave [29 June] work focused on

### BACKGROUND

#### Follow up from the Council Workshop Policy Session

Council agreed that

- a glossary of language was required to assist understanding of the policy documents and it was agreed;
- Two Councillors would assist in identifying terms that may require further clarification for inclusion in the glossary;
- A workshop should be held to go through the Handbook for Elected Members and HR Manual

A further development since the circulation of the Handbook for Elected Members is that the Australian Taxation Office has published a new Taxation Determination [TD 19/2010] provided up-dated maximum travel allowances. The CEO has approved the following allowances based on that Determination for Financial Year 2010-2011.

The new travel allowances are outlined below:

	<b>TD 2010/19</b>
	Rate
Breakfast	\$25.10
Lunch	\$35.55
Dinner	\$49.80
Incidental	\$24.05
Daily total	<b>\$134.50</b>

Responding to discussions at the Policy Session surrounding **Animal Care and Management** and the need for a by-law and building on previous work undertaken with Director – Community Services, the following work is progressing:

#### **Dog Care and Management Plan and Program**

- i. Proposed planning schedule for program development and implementation.
- ii. Draft revised interim policy
- iii. Draft Dog Care and Management Plan [the focus on dogs responds to the current situation. A complete Animal Care and Management Plan would incorporate a separate policy statement on companion cats, recommended quarantine and/or regulations related to bringing companion animals to the Islands short and long term.
- iv. Outline of proposal in preparation for funding applications.
- v. Draft information for community and dog owner education.

These documents are provided to the Elected Member for information and reference as supporting documentation to the Policy itself.

#### **Taxation implications for Elected Members' Allowances.**

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While researching other matters with the Australian Taxation Office, I took the opportunity to investigate the income tax implications for Elected Members incurred through the receipt of allowances.

The response would indicate that allowances are taxable and must be declared. However, each Elected Member's tax situation will be specific to that member. Elected Members should seek advice based on their own personal income with the ATO on [www.ato.gov.au/individuals](http://www.ato.gov.au/individuals) or by phone on 13 28 61.

### **Human Resources Manual**

This should be circulated for discussion to all staff. It has been available to the Executive [CEO, Directors] for sometime. No feedback has yet been received. Costings received for formatting document in preparation for printing and web upload.

### **Work on the Occupational Health & Safety Manual is well in hand**

A lot of work was completed prior to the first print of the Draft HR Manual. Through LGANT/WALGA work is now well in hand for standard policy being drafted to comply with new Northern Territory legislation and regulations. As this work will provide a sound basis for a Tiwi Island draft Manual, I am waiting the release of this work before proceeding further. The new standard policy is expected to be released and available by the end of this month.

### **Work on the Staff Housing Policy package is also well in hand.**

I have been working with Housing section to understand their current procedures. This has been helpful for research relating to the wider Accounting Procedures [see below].

Draft policy document has been completed and comments from both Housing Manager and the Executive are pending. It is anticipated that this policy will be submitted to Council at the August Council Meeting.

### **Research for the Financial Management and Procedures Manual.**

An Accounting and Policy Manual is required under the Local Government Act.

Main issues of compliance have been identified for review by Council and CEO for planning decisions

An outline of content for a manual has been developed but requires input from Finance, who at this time of year is too busy to participate in discussions.

Research on best practices for procurement and related business activities including inventory and stock management: this included some research into the current software capacity available, for example, current process and procedures in Housing and how the new NT Housing system, Assets Information Systems, would change current procedures for Housing.

### **Documenting the policy process**

In the course of my contract with Council, I have received, accessed and printed a wide variety of source documents, legislation and related regulations, guidelines, etc.

Those listed in the HR Manual or in the legislative framework section of particular policies should be available on Infoexpert.

### **RECOMMENDATION:**

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

### **ATTACHMENTS:**

There are no attachments for this report.

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## REPORTS FOR INFORMATION

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<b>ITEM NUMBER</b>	4.4
<b>TITLE</b>	HR Report
<b>REFERENCE</b>	50769
<b>AUTHOR</b>	Marilyn Harris, Human Resources Manager



Update on HR issues

### BACKGROUND

- End of Financial Year Payment Summaries successfully produced. We were the second Shire Council to have them completed – big thank you to Fredricka Mungatopi for going to Darwin for assisting with preparation and processing.
- Catherine (Lana) Ullungura has been acting Payroll Officer, and has successfully overseen the payroll for the last payrun.
- Pays were processed one day early to allow for the Darwin Show Holiday on Friday 23 July
- Currently 315 people are paid each fortnight
- Preparations are in place to put all TISC staff and CDEP participants through Bullying and Harassment, and Occupational Health and Safety induction training, in August.
- Worksafe NT visited Nguiu and did a presentation for supervisors.
- HR Manager attended the HR Managers Forum – topics covered include:
  - Australian Centre of Excellence for Local Government update
  - Community Identity cards
  - Recruitment advertising alternatives
  - Department of Housing, Local Government update on Workforce Planning and Development. LGANT looking at employing someone to work with Council to develop plans
  - WALGA talked around dismissal processes
- Recruitment for Chief Financial Officer almost completed
- Appointments made for Community Development Officer, CDEP Trainers, and CDEP Mentors
- Some Position Descriptions have been revised and salaries adjusted according to the Local Government Industry Award requirement
- The Auditors are with us at the moment going through timesheets, contracts, payroll processes, and reporting
- White Card training being organised for Essential Service Officers in August

### RECOMMENDATION:

**That Council note the report.**

### ATTACHMENTS:

There are no attachments for this report.

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## REPORTS FOR DECISION

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<b>ITEM NUMBER</b>	5.1
<b>TITLE</b>	Office of Township leasing. outcome of recent negotiations
<b>REFERENCE</b>	50720
<b>AUTHOR</b>	Alan Hudson, Chief Executive Officer

The purpose of this report is to outline for Council the outcome of recent negotiations with the office of Township Leasing in relation to

1. The regional services centre (old Bima wear building)
2. Nguiu Police station
3. The old Nguiu health Centre
4. Subleasing by Council to others

### BACKGROUND

As Council is aware the Executive Director, Office of Township Leasing (OTL) now holds a 99 year lease over the town area of Warrimyanga (Nguiu).

This includes pre-existing leases. In this shire's case that includes those over the police station (lot 703) and the regional services centre (lot 397).

In the first instance (lot 703) only a "peppercorn" income is received from the NTG for the Police station site and effectively Council remains only an intermediary party to and not beneficial holder of this lease.

In the latter instance (lot 397) the existing lease provided for a review of lease payments, as of 1 July 2009 based on "market appraisal". Such an appraisal was undertaken by the firm "Colliers and who subsequently have been invoicing Council for monthly lease fees (amounting to \$26,407.81 for the year ended 30 June 2010). Prior to this lease fees payable were only \$200 per annum. To date NO payment has been made to Colliers or to OTL.

It does however appear that Council is bound to such payments under the terms of the original lease.

In relation to the old Nguiu health clinic Council does not have a lease but has an interim agreement to manage the site until OTL determine a new occupant.

### ISSUES/OPTIONS/CONSEQUENCES

1. There is no benefit to council or the community for council to retain it's lease over the Police station site (lot 703). No substantial income is received and the tenure no more secure because Council holds a lease. Likewise it is of no consequence or in the interests of Council to be a third party to negotiations over leasing of this site between the NTG and OTL.
2. OTL have indicated that they are prepared to forego payment of the outstanding rental on this site (\$26,407.81) for the year ended 30 June 2010. In addition they are also prepared to offer Council an amended lease commencing 1 July 2010, at the July 2009 assessed rate, for a period of 20 years. Effectively this extends the term of the existing lease by almost 9 years. The actual process would require Council to surrender it's existing lease and sign areplacement lease for this extended period. This process will require endorsement of the Commonwealth in relation to the original funding for redevelopment of the site but should not be problematic. This also secures Councils capacity to maintain subleases and council facilities (the post office) for this period. It does not reduce the capacity of other parties to maintain their interest/s in the site. Council should also note that the funding previously provided for

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redevelopment of the site as a regional service centre was provided on the basis of anticipated security of tenure to Council (hence the original requirement for a lease).

3. In relation to the old health clinic this facility has limited use because of the existence of asbestos in it's construction and is currently used partially for staff accommodation (being safe for this purpose so long as the structure is not altered). The management arrangement allows this continued use and provides for OTL to provide notice of their intention to allocate the premises for alternative use/development by others. No lease payments are payable by Council under this arrangement.
4. OTL have also indicated that they would like to standardise the format of subleases negotiated by leaseholders and intend to provide such a format for us to seek legal advice before our agreement to their use. Council may note that this process will not prevent the subleasing to current or intended tenants (such as Centrelink, ITEC, NTG Housing or Bima Wear) and leave flexibility in the terms of such subleases.

OTL have provided agreements for surrender of the current leases on both the police station and the regional services centre.

It should also be noted that the amended cost of the new lease on lot 397 will be met from sublease payments by existing tenants (other than Bima Wear).

Whilst the proposed arrangements will assist to demonstrate goodwill and reasonableness between Council and OTL, none of these proposed arrangements set a precedent in relation to agreement to the remaining lease proposals on other Council controlled facilities by OTL.

OTL have also indicated their willingness to assist Council in negotiations with various funding bodies to have payment of other lease costs included in funding agreements as recurrent costs.

## **CONSULTATION & TIMING**

The need to have the proposed sublease format provided and subjected to legal advice will cause only a brief delay in finalizing the requested arrangements with OTL and in Council being able to agree with Bima Wear to their request for a sublease (canvassed elsewhere on this agenda)

## **RECOMMENDATION:**

### **That Council**

1. Agree, subject to approval from the commonwealth (in relation to retaining security of tenure over the regional business centre) to surrender the existing lease and
2. agree to enter a new lease over lot 397 on the terms offered (attached)

### **That Council**

3. agree to surrender the lease over lot 703, the Nguiu police station.

### **That Council**

4. Note continuation of the management agreement over the old health clinic building and it's temporary use as staff accommodation
5. Note that OTL will provide a standard format for subleasing by Council and that, subject to legal advice, agree to use the format as requested by OTL

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**ATTACHMENTS:**

- 1 Correspondence In - OTL - Sublease to TISC - Commerical Centre - Nguiu Police Station - Nguiu Health Clinic - Jetty\_60BA2658.pdf
- 2 Letter - Office of Township Leasing - Interim Management Agreement - Health Centre - copy of.pdf



**Australian Government**  
**Office of Township Leasing**

Mr Alan Hudson  
CEO  
Tiwi Islands Shire Council  
Nguiu BATHURST ISLAND

**Office of Township Leasing – sublease to Tiwi Islands Shire Council**

I refer to our meeting on Wednesday 14 July in relation to the negotiations of a number of subleases within the Wurrumiyanga (Nguiu) Township I can now confirm the following:

**1. Commercial Centre**

The Executive Director Township Leasing (EDTL) acknowledges that the Tiwi Island Shire Council (TISC) predecessors entered into a lease over lot 397 on the basis that it agreed a 20 year lease with the Tiwi Land Council from 1 July 2004. The EDTL is prepared to honour the intent of the original lease and agrees to enter into a new sublease with TISC on the following terms and conditions:

Permitted Use	Commercial Centre
Commencement Date	1 July 2010
Terms	Term 20 years
Sublease Amount	\$22,364 per annum (GST exclusive)
CPI Review	Annually
Market Review	Every 5 years

The EDTL has agreed to waive the outstanding arrears (\$26,407.81) on the condition that a new sublease will be entered into by the 30 July 2010 and payments backdated to the 1 July 2010. I have provided the deed of surrender and sublease for your execution.

**2. Nguiu Police Station**

TISC predecessors entered into a lease over Lot 703 on 1 July 1998 with the Tiwi Land Council for the purposes to construct a Police Station and enter leasing arrangements with NT Police, Fire and Emergency Services (NTPFES). As I understand from our discussion it is now TISC preferred option to surrender the lease and the EDTL to enter into a new lease with the NTPFES.

I have provided a deed of surrender for your execution, once received the EDTL will commence discussions with NTPFES.

### 3. Nguiu Health Clinic

We refer to our interim access agreement in which the EDTL granted TISC occupation of the building as a temporary option. I can confirm that EDTL is prepared to allow TISC to continue to occupy the premises for staff housing on the condition that it is a temporary arrangement and with the understanding that TISC will need to vacate the premises if requested by this office.

I have provided the interim agreement for your acceptance.

### 4. Jetty and Barge Landing

With respect to the Jetty could you please arrange for TISC to address the outstanding requests by the Com Cover assessor to enable finalisation of the invoices? Further to this discussion the EDTL is prepared to contribute the insurance claim amount to the reconstruction of the Jetty and to work more broadly with both TISC and the NTG to enable a more cooperative approach to the matter.

### 5. Sublease

I will provide you with a draft sublease to enable you to seek legal advice, this will enable us to finalise on the sublease documentation prior to commencing discussions about the rental payments. As advised the EDTL is currently in discussions with the NTG about sublease rental payments and the methodology, it has been agreed that once these discussion are concluded then it would be appropriate to apply the same methodology to the Shire Councils.

I thank you for your cooperation in these matters, and should you have any further queries please do not hesitate in contacting me on 08 8936 0400.

Regards



Pennie Weedon

Director Northern Territory

15<sup>th</sup> July 2010



Australian Government  
Office of Township Leasing

Mr Mark Goode  
Chief Executive Officer  
Tiwi Islands Shire Council  
GPO Box 4246  
Darwin NT 0801

RECEIVED  
14 MAY 2009  
BY: \_\_\_\_\_

Dear Mark

Office of Township Leasing - Interim Management Agreement - Health Centre

We refer to our letter dated 6 April 2009 regarding the Tiwi Island Shire Council's (the Council) existing interests in the township of Nguiu (the Township).

As you are aware the Executive Director of Township Leasing (the EDTL) has sought expressions of interest in relation to the management of the health clinic located on lot 470 within the Township (the Health Clinic) and we confirm that the Council has elected not to submit a business application in this respect.

Both the Council and the EDTL agree that as the current operator of the Health Clinic the Council should continue to manage the Health Clinic until the new operator is selected and both the Council and the EDTL have agreed to enter into an interim management arrangement to this effect.

The Council and the EDTL now agree that the following terms and conditions will be adhered to during the term of this interim management arrangement:

- a. The EDTL authorises the Council to occupy lot 470 within the Township for the purpose of operating and maintaining the Health Clinic;
- b. The Council and its contractors must hold the appropriate insurance policies as requested by the Council which includes public liability, workers compensation, property and professional indemnity and must produce a certificate of currency when requested;
- c. The Council and its contractors must comply with all relevant laws relating to their activities; and
- d. This interim management arrangement is automatically terminated upon the commencement of a sublease with the new operation of the Health Clinic or any earlier date notified in writing by either of the parties.

Please confirm the Council's acceptance of the terms of this interim management arrangement as soon as possible.

GPO Box 1671 Darwin, Northern Territory 0801  
Telephone 08 8936 0400 • Facsimile 02 6264 7231 • [general.enquiries@tbl.gov.au](mailto:general.enquiries@tbl.gov.au)

This interim tenancy management agreement commences on your acceptance of the terms contained in this letter.

Yours sincerely



Pennie Weedon  
Director NT  
Office of Township Leasing  
11 May 2009



**Australian Government**  
**Office of Township Leasing**

Mr Mark Goode  
Chief Executive Officer  
Tiwi Islands Shire Council  
GPO Box 4246  
Darwin NT 0801

Dear Mark

**Interim Access Agreement - Nguuu Township**

We refer to our recent discussions in relation to the Office of Township Leasing (OTL) entering into a subleasing arrangement with the Tiwi Island Shire Council (TISC) in respect of a number of land lots in the township of Nguuu.

We confirm that the construction of new staff housing on the lots specified in the Annexure (the Properties) is due to commence and it is agreed that once completed the Properties should be made available immediately to staff members to rent.

While OTL and TISC are currently engaged in the negotiation of a sublease in respect of the Properties in the Nguuu township (the Sublease), such negotiations are unlikely to be finalised prior to the Properties becoming available for occupation.

Accordingly, it is agreed by both OTL and TISC that an interim access arrangement in respect of the Properties is required until the Sublease can be finalised.

OTL and TISC agree that the following terms and conditions will be adhered to during the term of this interim arrangement:

- a. The OTL authorises TISC to:
  - (i) demolish all existing improvements on the Properties and construct a residential dwelling on each of the lots specified above; and
  - (ii) once constructed, make each dwelling available for occupation by a TISC staff member and their family;
- b. TISC and its contractors must have in place appropriate insurances as required by the OTL and must produce a certificate of currency when requested;
- c. TISC and its contractors must comply with all relevant laws relating to their activities and obtain all necessary approvals and not do anything which would result in the Executive Director being in breach of its Head Lease including the provisions in clause 17 which deals with development and construction.

GPO Box 9820 Darwin, Northern Territory 0801

Telephone 08 8936 0400 • Facsimile 02 6264 5230 • [pennie.weedon@falcsia.gov.au](mailto:pennie.weedon@falcsia.gov.au)

d. This interim arrangement is automatically terminated upon:

- (i) the commencement of the Sublease;
  - (ii) 30 June 2009 in respect of Lots 628, 629, 630, and 631; or
  - (iii) 3 October 2009 in respect of Lots 633, 634, 635, 636, 637,
- whichever date occurs first.

Please confirm TISC's acceptance of the terms of this interim arrangement as soon as possible.

This interim tenancy management agreement commences on TISC's acceptance of the terms contained in this letter.

Yours sincerely



Pat Watson  
Executive Director  
Office of Township Leasing

12/3/09

**ANNEXURE**

**Nguiu - TISC Staff Housing Lots**

Lot 628

Lot 639

Lot 630

Lot 631

Lot 633

Lot 634

Lot 635

Lot 636

Lot 637

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## REPORTS FOR DECISION

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<b>ITEM NUMBER</b>	5.2
<b>TITLE</b>	Amendmenmt of delegations regarding purchasing .
<b>REFERENCE</b>	50765
<b>AUTHOR</b>	Alan Hudson, Chief Executive Officer

To seek Council's approval of amended delegations which provide refinement of current delegations to match the financial control protocols inherent in the tech 1 financial management system.

### BACKGROUND

At it's February meeting Council approved amended delegations in relation to:

- Authorization of purchase requisitions, and
- Authorization of purchase orders

In doing so Council differentiated between the internal authority to approve requests for purchases by function managers and the creation of an external purchase order by the CEO, Directors and our Finance manager.

With the remediation of the Tech 1 system a new level of additional control has also been introduced whereby delegated authority is automatically reflected in the system and all requisitions referred to the appropriate delegate.

### ISSUES/OPTIONS/CONSEQUENCES

A problem has arisen however whereby the approval of purchase requisitions (under the system as it is configured) automatically generates a purchase order without requiring any additional delegate approval. In effect to ensure that only approved delegates authorized purchase orders this has meant that only the senior staff, those previously authorized by Council, have been able to sign off on electronic approval of requisitions/orders. This has had the effect of defeating Council's intention of authorizing functional mangers to have day to day control and responsibility over their programs and caused delays in approval of day to day matters.

To remedy this and restore functionality to the internal controls required in authorizing delegated responsibilities for purchases, it is now necessary to recognize the additional control provided under the Tech 1 system and alter the previous delegations accordingly.

This also recognizes the related issue raised in the CT alliance investigation into Council's administration, specifically their recommendations that;

- "In accordance with section 32(3b) Council should fix reasonable limits on delegated authority. Delegations should strike an appropriate balance between operational flexibility and internal control .
- Once revised delegations are approved by Council, Tech 1 should be updated to reflect the approved delegations, .....

Whilst current delegations are reflected in Tech 1 amendment of these delegations, as outlined below, not all delegates are able to be recognised (because of limitations on the nature of their authority) and these will enable all functional managers to be properly recognised and exercise the levels of authority as intended by Council.

## SUGGESTED LEVELS OF DELEGATED FINANCIAL RESPONSIBILITY

### 1. To authorize purchase requisitions/orders

Noting that **ALL** purchase orders should include certification as follows:

- That the proposed purchase is within Council's approved budget, and
- That there are funds available

Delegate (by Position)	Level of delegation
CEO	Unlimited
Director Corporate and Community services	\$50,000
Chief Financial officer	\$50,000
Director Community Development	\$25,000
Shire Engineer/Director Infrastructure	\$25,000
Housing Manager	\$20,000
Executive Officer Secretariat	\$10,000 **
Business Manager (finance)	\$10,000 *
Human Resources Manager	\$10,000 **
IT manager	\$10,000
Employment services manager	\$10,000
Fleet manager	\$5,000
Workshops manager	\$5,000 *
Civil works manager	\$5000
Manager youth support	\$4000
Manager Children's services	\$4000
Manager Sports and recreation	\$4000

\* New delegates

\*\* Higher levels of delegation than previously approved

### 2. To authorize and make payments

This delegation gives the authority to both approve and make payments (electronically or by cheque). Provided that;

- **All** payments are authorized by two officers from this list, and
- For payments over \$10,000, at least one officer **must** be category A
- All payments above \$50,000 (excluding payroll) **are** reported at the subsequent meeting of Council.

Note: this last requirement is new

Delegate (by position)	Level of delegation
<b>A</b> - CEO	Unlimited
<b>A</b> - Director Corporate and Community Services	\$50,000 (chq), Unlimited (EFT)
<b>A</b> - Chief Financial Officer	\$50,000 (chq), Unlimited (EFT)
<b>B</b> - Director Community Development	\$25,000 (chq), Unlimited (EFT)
<b>B</b> - Shire Engineer (Director Infrastructure)	\$25,000 (chq), Unlimited (EFT)
<b>B</b> - Human Resources Manager	\$10,000 (chq), Unlimited (EFT)
<b>B</b> - Business Manager (Finance)	\$10,000 (chq), Unlimited (EFT) ***

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\*\*\* New delegate for this function

**RECOMMENDATION:**

**That Council approve the Financial Delegations shown above**

**ATTACHMENTS:**

There are no attachments for this report.

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## COMMON SEAL APPROVAL

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<b>ITEM NUMBER</b>	6.1
<b>TITLE</b>	DHLGRS - Letter of Offer - Municipal and Essential Services Program Funding 2010/2011
<b>REFERENCE</b>	50535
<b>AUTHOR</b>	Pauline Corpus, Executive Officer; Alan Hudson, Chief Executive Officer

Seek Council's approval to affix the common seal to the DHLGRS Municipal and Essential Services Program Funding Agreement 2010/2011

### BACKGROUND

A letter was received via the CEO offering the shire funding under this program. The funding total is \$259,560.

### ISSUES/OPTIONS/CONSEQUENCES

Funding provided under this program must be utilised for the delivery of municipal and essential services to the outstations/homelands services as required to the following:

- Conder Point
- Paru
- Putjamirra
- Takapimiliyi
- Taracumbi
- Wurankuwu.

Office administration against this grant should not exceed 15% of the total operational grant – which equates to a total of \$38,934.

### CONSULTATION & TIMING

Funding release – 1<sup>st</sup> payment – August 2010 will be released on the following conditions

1. The shire acceptance of this offer
2. 2009/2010 reporting to the 30 June 2010.

2<sup>nd</sup> payment – November 2010 will be released on the following conditions

1. Audited Specific Purpose Financial Reports for 2009/2010 (due 15 November 2010)

### RECOMMENDATION:

**That Council endorse the affixing of the Common Seal on the DHLGRS Funding Program Funding – Municipal and Essential Services program 2010/2011**

### ATTACHMENTS:

- 1 Unsigned Copy - Letter of Offer - DHLGRS Municipal Essential Services - \$259560.00 Six Outstations - .pdf



DEPARTMENT OF  
HOUSING, LOCAL GOVERNMENT AND  
REGIONAL SERVICES

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

Business Strategy and Performance

GPO Box 4621

Darwin NT 0801

Tel: 08 8999 8398

Fax: 08 8999 8877

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

File No: 2010/05705

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

Dear Mr Hudson *Alan*

**OFFER OF 2010-11 MUNICIPAL AND ESSENTIAL SERVICES PROGRAM FUNDING**

I am pleased to offer your organisation funding under the 2010-11 Municipal and Essential Services Program totalling \$259,560 (GST exclusive). This funding is made available to assist organisations in the delivery of municipal and essential services to eligible Indigenous living areas.

You are encouraged to visit the Northern Territory Government's Working Futures website to access the latest information in relation to outstations / homelands located at:

<http://www.workingfuture.nt.gov.au/>

Funding provided under this program must be utilised for the delivery of municipal and essential services to the outstations / homelands as specified in the below table, and can be distributed between municipal and essential service activities as required.

ID No.	Community Name	ID No.	Community Name	ID No.	Community Name
1012	Conder Point	1020	Putjamirra	424	Taracumbi
407	Paru	1013	Takapimiliyi	868	Wurankuwu

It is recommended that office administration expenditure, against these grants, should not exceed 15% of the total operational Grant, which equates to a total of \$38,934.

Under the Municipal and Essential Services conditions of grant, you must adhere to the following:

Funding must only be used for the delivery of municipal and essential services for eligible Indigenous living areas, as set out in the 2010-11 Outstations Program Funding Guidelines.

The internal distribution of funding between municipal and essential services activities is to accurately reported in 'Half-yearly Statements of Income and Expenditure' and audited financial reports submitted.

Department initials: \_\_\_\_\_

Organisation initials: *AS* \_\_\_\_\_

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The Department of Housing, Local Government and Regional Services reserves the right to inspect all documentation relevant to grant programs.

The grant funding must be paid into a bank account which has been opened for the sole purpose of receipt and expenditure of the funding in accordance with the terms of this letter of offer, and must be retained in that account until such time as it is to be expended for the purpose for which the grant was made.

You must clearly identify the receipt and expenditure of the funding within your accounting records separately from all other monies, so that at all times the funding is identifiable and ascertainable.

#### Reporting and Acquittal of Grant Funding

Your organisation will be required to submit year to date, financial and performance reporting through the provision of 'Half-yearly Statements of Income and Expenditure and Performance'.

Completed reports are to be forwarded to the Grants Management Unit within 28 days of the end of months of December and June.

Acquittal of funding is under a prescribed arrangement that requires "specific purpose" financial reports be prepared and independently audited by a registered company auditor for period ending 30 June each year.

Audited Specific Purpose Financial Reports for period ending 30 June 2010 are to be forwarded to the Grants Management Unit by 15 November 2011.

#### Funding Releases

Grant payments will occur as follows, unless specified otherwise:

##### 1<sup>st</sup> Payment – Target August 2010

50% funding released based on the Grants Management Unit receiving:

- your organisation's signed acceptance of this offer; and satisfactory
- 2009-10 reporting to 30 June 2010.

##### 2<sup>nd</sup> Payment – Target November 2010

50% funding released based on the Grants Management Unit receiving satisfactory:

- Audited Specific Purpose Financial Reports for 2009-10 financial year (due 15 November, 2010).

#### Grant Funding

Your 2010-11 Municipal and Essential Service Program Funding Offer should be discussed at a meeting of your organisation. If you decide to accept this offer, all relevant information should be completed and forwarded to the Grants Management Unit.

If you agree with the terms of this grant as outlined in this letter and in the attached 2010-11 Outstations Program Funding Guidelines then please:

1. sign and date this letter in the manner indicated in the signature block and initial on each page where indicated;
2. return the completed letter to the Grants Management Unit

For any queries relating to grant funding releases contact the Grants Management Unit via email on: [communityhousing.dhlgrs@nt.gov.au](mailto:communityhousing.dhlgrs@nt.gov.au).

Department initials: \_\_\_\_\_

Organisation initials:  \_\_\_\_\_

2/4

Approval is to be sought from the Manager, Outstations Program, to carry forward any unexpended funding to 2011-12.

For any operational and program queries, please contact Mr Terence McMahon, Manager, Outstations Program on 8999 8398.

Yours sincerely



David Alexander  
Director, Business Strategy and Performance

7 July 2010

Enclosure:

- 2010-11 Outstations Program Funding Guidelines

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Department initials: \_\_\_\_\_

Organisation initials:  \_\_\_\_\_

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TIWI ISLANDS SHIRE COUNCIL

ACCEPTANCE OF 2010-11 MUNICIPAL AND ESSENTIAL SERVICES PROGRAM FUNDING

On behalf of the Tiwi Islands Shire Council, we accept the offer of 2010-11 Municipal and Essential Services Program grant funding totalling \$259,560 (GST exclusive), as offered by the Director, Business Strategy and Performance dated 7 July 2010.

Tiwi Islands Shire Council accepts the offer on the conditions outlined in this letter and the 2010-11 Outstations Program Funding Guidelines, which we have read and understood.

Authority for a recipient created tax invoice: Tiwi Islands Shire Council hereby authorises the Department of Housing, Local Government and Regional Services to issue a Recipient Created Tax Invoice for each funding release.

The release of grant funding is to be paid into the following account which has been opened for the sole purpose of receipt and expenditure of the funding in accordance with the terms of this letter of offer:

Organisation ABN:	
BSB:	
Account Number:	
Account Name:	

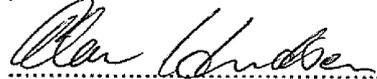
SIGNED by \_\_\_\_\_ )  
 for and on behalf of the NORTHERN )  
 TERRITORY OF AUSTRALIA pursuant to a )  
 delegation under the *Contracts Act* on )  
 the ..... day of ..... 2010 in )  
 the presence of: )

.....  
Signature

.....  
Signature of Witness

.....  
Name of Witness

The COMMON SEAL of the TIWI ISLANDS )  
 SHIRE COUNCIL was hereto affixed in )  
 accordance with section 26 of the Local )  
 Government Act 2009 on the ..... day )  
 of ..... 2010 in the )  
 presence of:

  
 Signature of Chief Executive Officer

.....  
Signature of second Council member

ALAN HUDSON  
 Print name of Chief Executive Officer

.....  
Print name of second Council member

Department initials: \_\_\_\_\_

Organisation initials: 

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## COMMON SEAL APPROVAL

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<b>ITEM NUMBER</b>	6.2
<b>TITLE</b>	DWEER - Letter of Offer - All Child Care Services Support Program - Funding Agreements 2010 - 2011
<b>REFERENCE</b>	50686
<b>AUTHOR</b>	Alan Hudson, Chief Executive Officer

Seek Council's approval to affix the common seal to the DEEWR Child Care Support Services Program Funding Agreement 2010/2011

### BACKGROUND

A letter was received by the CEO from Department of Education, Employment and Workplace Relations advised a letter of offer funding agreement, included in this agreement is 9 schedules

- Jirnani Child Care Centre – amount payable - \$621,729.90
- Milikapiti Creche – amount payable - \$261,261.00
- Pirlangimpi Creche – amount payable - \$160,513.10
- Nguuu OSHC Program – After School Care – amount payable - \$191,076.60
- Milikapiti OSHC Program – After School Care – amount payable - \$113,388.00
- Pirlangimpi OSHC Program – After School Care – amount payable - \$80,380.30
- Nguuu OSHC Program – Vacation Care – amount payable - \$187,653.40
- Milikapiti OSHC Program – Vacation Care – amount payable - \$113,388.00
- Pirlangimpi OSCH Program – Vacation Care – amount payable - \$80,380.30

### ISSUES/OPTIONS/CONSEQUENCES

Bank Account – Under the new funding agreement format – Item B1 of the Schedule 1 – Common Terms – requires one account for all community support program funding to be payed into.

At current the shire has only one operating account.

### CONSULTATION & TIMING

Under the new funding agreement format – A certified Acquittal or an Audited Acquittal needs to based on the combined value of the funds – the report is due on or before the 31 December 2011.

### RECOMMENDATION:

**That Council endorse the affixing of the Common Seal on the DEEWR Funding Program Funding – Child Care Support Services program 2010/2011**

### ATTACHMENTS:

- 1 Letter of Offer - DEEWR - All Child Care Services Support - Funding 2010 - 2010.pdf



Australian Government

Department of Education, Employment and Workplace Relations

PO Box 9880  
DARWIN 0801 NT  
Telephone: 1300 363 079  
Website: [www.deewr.gov.au](http://www.deewr.gov.au)

Tiwi Islands Shire Council  
Mr ALAN HUDSON  
GPO Box 4246  
DARWIN NT 0801

1-F46ZPQ

Dear Mr HUDSON,

I am pleased to advise that the Department of Education, Employment and Workplace Relations (DEEWR), has approved funding under the Child Care Services Support Program for Your organisation to undertake the Activities described in the attached Activity Schedule(s).

This Letter of Offer, Schedule One (containing the common terms), each Activity Schedule and the attached DEEWR Funding Agreement Terms and Conditions form the entire Agreement relating to the Funding and, except for action the Department is expressly authorised to take, can only be varied by written agreement between You and Us.

In the event of any inconsistency between this Letter of Offer, the Terms and Conditions, the Schedules and any annexure or other documents incorporated by reference, then the Terms and Conditions take precedence. The Funding, outlined in the attached Schedule(s), may only be used in accordance with the Program Aims set out in Item A of Schedule One and for the Activity described in Item A of each Activity Schedule.

The Funding will be paid to You as set out in each Activity Schedule and subject to Your acceptance of, and compliance with, this Agreement. This offer of Funding does not imply any commitment to further funding from the Department and is subject to execution of the Agreement and Your compliance with it. Please read the Agreement carefully as the Department may exercise any of its rights under the Agreement if You fail to meet Your obligations under the Agreement.

Should You accept this offer You are agreeing to:

1. use the Funding to meet the objectives as set out in the Schedules, and for nothing else;
2. the DEEWR Terms and Conditions as attached.

If You believe that You will have difficulties complying with any part of the Agreement, then You will need to resolve these before executing this Agreement. If You are uncertain about any aspects of this Agreement You should seek independent legal advice before execution.

You can accept this offer by completing steps A to E (for both copies):

- A) Completing the execution clause of the Agreement (shown on Schedule One);
- B) initialling each page of the Agreement;
- C) Completing the details of Your Project Manager in Item L2 of each of your Activity Schedules of the Agreement;
- D) completing in Item B of Schedule One [Common Terms] the following information about Your authorised deposit-taking institution account: Institution and Branch, BSB, Account Name and Account Number;

Or

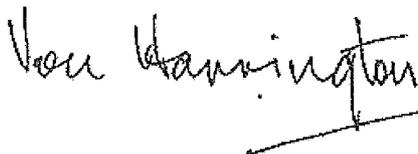
Leaving item B of Schedule One [Common Terms] (information about Your authorised deposit-taking institution account) blank and providing this within 30 days of the execution of this Agreement as detailed in clause 8.3(a).

- E) returning both copies of the Agreement to Us at the above address within 30 days of the date of this letter.

If You do not execute and return both copies of the Agreement within 30 days of the date of this letter, then this offer will lapse unless We notify You in writing that We agree to extend the time in which You are to respond. Once We receive both executed copies of the Agreement We will execute and date them and return one copy to You for Your organisation's records. The Agreement will commence when the Commonwealth signs and dates the documents.

The Departmental Officer for each Activity is specified in Item L1 of the relevant Activity Schedule. We may also nominate another person to be the Departmental Officer if We notify You in writing. If You have any questions about this offer, please contact the appropriate Departmental Officer as shown in the relevant Activity Schedule.

Yours sincerely,



Von Harrington  
NT Deputy State Manager

1<sup>st</sup> July 2010

**Parties**                      **Commonwealth of Australia**, as represented by and acting through The Department of Education, Employment and Workplace Relations  
**ABN 63 578 775 294** of 16-19 Mort Street, Canberra ACT 2601 ("Department", "Us", "We" or "Our")

**Tiwi Islands Shire Council ABN: 61507431031** of GPO Box 4246 **DARWIN NT 0801**  
 ("You" or "Your")

Executed as an agreement on .....day of .....2010

Signed for and on behalf of the **Commonwealth of Australia** by the relevant **Departmental Delegate**, represented by and acting through The Department of Education, Employment and Workplace Relations, **ABN 63 578 775 294**, in the presence of:

_____	_____
(Signature of Departmental Representative)	(Signature of Witness)
_____	_____
(Name of Departmental Representative)	(Name of Witness in full)

1-F46ZPQ/Tiwi Islands Shire Council/NT/LOSCH1(360)

Initials:  /  
.....

By executing this Funding Agreement, I, the Funding Recipient warrant that:

I have been provided with a copy of the DEEWR Long Form Funding Agreement Terms and Conditions as part of this Agreement and I have read and understood them and the actions that could be taken if I fail to comply with the Terms and Conditions.

Organisation: Tiwi Islands Shire Council

ABN: 61507431031

I warrant that I am authorised to legally bind the organisation to this Agreement.

Signed by (print Name): \_\_\_\_\_

for and on behalf of the organisation

in the presence of:

-----

(Signature of Funding Recipient)

-----

(Signature of Witness)

-----

(Name of Funding Recipient in full)

-----

(Name of Witness in full)

**DO NOT DATE**

1-F46ZPQ/Tiwi Islands Shire Council/NT/LOSCH1(360)

Initials:  .....

## SCHEDULE ONE COMMON TERMS

### Item A - Program (Clause 1 of Agreement)

#### A1 Program

Child Care Services Support Program

#### A2 Program Aims

The Commonwealth Government Department of Education, Employment and Workplace Relations administers the Child Care Services Support Program (CCSSP).

The CCSSP supports and promotes access to quality child care for children, families and communities through strategies that complement the significant assistance provided to families through the Child Care Benefit (CCB) and Child Care Rebate (CCR)

The CCSSP supports the provision of sustainable, quality child care and provides information to assist families to make informed decisions about child care.

The Program Aims are to:

- (a) promote, support and enhance quality child care;
- (b) improve access to child care for children and families with special or additional needs; and
- (c) support equitable access to child care for children and families in areas and/or circumstances where services would not otherwise be available.

### Item B - Your authorised deposit-taking institution account details (sub-clause 8.3 of Agreement)

**B1** The details of Your authorised deposit-taking institution account are as follows:

Institution and Branch:	
BSB:	
Account Name:	
Account Number:	

### Item C - You must provide an Audited Financial Acquittal Report (Subclause 7.4 of Agreement)

#### C1 Audited Financial Acquittal Report

- C1.1** You must provide the Audited Financial Acquittal Report on or before 31 December 2011.
- C1.2** The Audited Financial Acquittal Report must contain the information set out in sub-paragraph 7.4(b)(ii) or paragraph 7.5 (d) of this Agreement (as applicable) and be in the form provided by Us to You from time to time.

1-F46ZPQ/Tiwi Islands Shire Council/NT/LOSCH1(360)

Initials:   
.....

Page 5 of 8

- C1.3** The Certified Financial Acquittal Report must contain the information set out in paragraph 7.4(f) of this Agreement and be in the form provided by Us to You from time to time.
- C1.4** You must provide Us with one (1) signed hard copy of the Audited Financial Acquittal Report, or the Certified Financial Acquittal Report if applicable.

*Note: You may provide in relation to a particular financial year a Certified Financial Acquittal Report instead of an Audited Financial Acquittal Report only if the total amount of Funding payable under this Agreement in that financial year is less than \$100,000.00 (excluding GST) (see subclause 7.4)*

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**Item D - Insurance requirements (Clause 17 of Agreement)**

- D1.1** You must have the following insurance with an insurance company authorised by the Australian Prudential Regulatory Authority or, if You are a self insurer, You warrant that You have the following insurance:
- (a) public liability for not less than \$10 million for each and every claim;
  - (b) workers' compensation as required by law;
  - (c) unless D1.2 applies, professional indemnity for not less than \$5 million per claim and in the aggregate, in a year.
- D1.2** You are not required to have professional indemnity insurance in relation to an Activity which is an outside school hours care service.
- D1.3** If You subcontract any of Your obligations under this Agreement, You must ensure in relation to each subcontract that either:
- (a) the subcontractor has insurance policies which comply with the requirements in sub-Item D1.1; or
  - (b) Your insurance policies provide coverage in relation to the subcontractor which comply with the requirements in sub-Item D1.1.

---

**Item E Additional obligations under supplementary conditions (sub-clause 3.3 of Agreement)**

- E1 Your obligations if the Activity or any part of the Activity relates to Vulnerable Persons**
- E1.1** Prior to engaging any Person (in either a paid or unpaid capacity) in relation to any Activity, or any part of any Activity where they may have contact with Vulnerable Persons You must:
- (a) Conduct a Police Check for that Person;
  - (b) confirm that the Person is not prohibited under a law of the Commonwealth, State or Territory from being employed or engaged in any relevant capacity; and
  - (c) comply with all other requirements of applicable laws of the Commonwealth, State or Territory in which the Activity or part of the Activity is being conducted in relation to employment of Persons or engagement of Persons in any relevant capacity.
- E1.2** You must keep evidence that You have complied with sub-Item E1.1.
- E1.3** You must keep evidence in sub-Item E1.2 every time You engage (in either a paid or unpaid capacity) any Person in relation to the Activity, or any part of the Activity.

1-F46ZPQ/Tiwi Islands Shire Council/NT/LOSCH1(360)

Initials: 

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**E2 Persons with a Serious Record or Criminal or Court Record**

- E2.1** You must not engage a Person where the Police Check for that Person states that they have a Serious Record without written approval from Us.
- E2.2** You must not engage a Person where the Police Check for that Person states that they have a Criminal or Court Record unless You have conducted and documented a risk assessment for that Person.
- E2.3** You will be wholly responsible for conducting the risk assessment, assessing the outcome of the risk assessment and making any decision to engage a Person to work on the Activity, or part of the Activity who has a Criminal or Court Record.

**E3 Your obligations while a Person is engaged**

- E3.1** If, following the engagement of a Person, that Person is:
- (a) charged with a Serious Offence, You must comply with all applicable laws in the State or Territory in which the Activity or part of the Activity is being conducted in relation to Persons working in or acting in any capacity where they may have contact with Vulnerable Persons; or
  - (b) convicted of a Serious Offence You must remove them from working in any position or acting in any capacity in relation to the Activity or any part of the Activity.
- E3.2** If, following the engagement of a Person, that Person is either charged or convicted of any Other Offence You must:
- (a) conduct and document a risk assessment of that Person within 24 hours of becoming aware of that Person being charged or convicted of any Other Offence in compliance with sub-Items E2.2 and E2.3 in order to allow that Person to continue performing the Activity or any part of the Activity; and
  - (b) document the actions You will take as a result of conducting a risk assessment of that Person.

**E4 Evidence on request**

- E4.1** You must promptly provide, if We so require from You, evidence satisfactory to Us that You have complied with the requirements of sub-Items E1, E2 and E3.

**E5 Obligations in subcontracts**

- E5.1** You must include all the obligations under this Item E in all subcontracts You enter into in relation to the Activity or part of the Activity.

**E6 Definitions**

- E6.1** In this Item E:
1. "Carer" means an individual contracted, employed or engaged by a child care service to provide child care;
  2. "Child" or "Children" means an individual or group of individuals under the age of 18;
  3. "Criminal or Court Record" means any record of any Other Offence;
  4. "Other Offence" means a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
    - (a) an apprehended violence or protection order made against the Person; or
    - (b) any traffic offence involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property; or

- (c) a crime or offence involving the consumption of, dealing in, possession of or handling of any of the following: alcohol, a prohibited drug, a narcotic or any other prohibited substance; or
  - (d) a crime or offence involving violence against, or the injury to, a person, but excluding the death of a person.
5. "Person" means each of Your officers, employees, contractors and volunteers;
  6. "Police Check" means a formal inquiry made to the Australian Federal Police, or to the relevant police authority or government body or authority in a state or territory for the purposes of obtaining details of an individual's criminal conviction or a finding of guilt in each state and territory of Australia and in all non-Australian jurisdictions known to You where the Person has resided;
  7. "Serious Record" means a conviction or any finding of guilt for a Serious Offence;
  8. "Serious Offence" means:
    - (a) a crime or offence involving the death of a person;
    - (b) a sex-related offence or crime, including sexual assault against an adult or minor, child pornography, or an indecent act involving a minor; or
    - (c) a crime or offence involving dishonesty, fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; and
  9. "Vulnerable Person" means:
    - (a) a Child or Children; and
    - (b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

**E7 Additional obligation for non-approved services**

- E7.1** In addition to Your obligations as set out above You must ensure that a Police Check is conducted for a Person every calendar year once that Person has met the requirements of sub-Item E1, if:
- (a) You are not approved to administer Child Care Benefit on behalf of parents; or
  - (b) You are not required to comply with the relevant state or territory legislation regarding vulnerable Persons.

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**Item F – Conditions under which We may inspect and copy Your records (sub-clause 7.3 of Agreement)**

**F.1 We may enter Your premises**

- F1.1** You agree that for the purposes of paragraph 7.3(a) that We, or persons authorised by Us, or the Auditor General, may enter Your premises, whether announced or unannounced.

**F.2 Breach of Item F**

- F2.1** For the purposes of paragraph 18.1(b) of the Agreement, a failure by You to allow Us, or persons authorised by Us, or the Auditor General to enter Your premises, whether announced or unannounced, is a breach of paragraph 7.3(a) of the Agreement which cannot be remedied.