

AGENDA

ORDINARY MEETING OF COUNCIL

Wednesday, 04 DECEMBER 2024

Notice is hereby given that the next Ordinary Meeting of Council of the Roper Gulf Regional Council will be held on:

Wednesday 4 December 2024 at 8:30 am
The Council Chambers Roper, Gulf Regional Council Support Centre
2 Crawford Street, Katherine, NT

Your attendance at the meeting will be appreciated.

Or via
Microsoft Teams meeting
(Join on your computer, mobile app or room device)

[Join the meeting now](#)

Meeting ID: 418 088 010 624

Passcode: 6mbpWq

Or please call (audio only)

[+61 2 8320 9269](#)

When prompted, enter Conference ID: 247 247 659#



David HURST
CHIEF EXECUTIVE OFFICER

PLEDGE

“We pledge to work as one towards a better future through effective use of all resources.

We have identified these key values and principles of Honesty, Equality, Accountability, Respect and Trust as being integral in the achievement of our vision, that the Roper Gulf Regional Council is Sustainable, Viable and Vibrant.”

PRAMIS BLA WI

“Mela pramis bla wek gudbalawei bla meigim futja bla wi wanwei, en bla yusim ola gudwan ting bla helpum wi luk lida.

Mela bin luk ol dijlod rul, ebrobodi gada tok trubalawei, wi gada meik so wi gibit firgo en lisin misalp, abum rispek en trastim misalp bla jinggabat bla luk lida, Roper Galf Rijinul Kaunsul deya maindim en kipbum bla wi pramis, dum wek brabli gudbalawei, en im laibliwan.”

TABLE OF CONTENTS

ITEM	SUBJECT	PAGE NO
1	PRESENT MEMBERS/STAFF/GUESTS.....	5
2	MEETING OPENED.....	5
3	WELCOME TO COUNTRY.....	5
4	APOLOGIES AND LEAVE OF ABSENCE.....	5
5	QUESTIONS FROM THE PUBLIC.....	5
6	CONFIRMATION OF PREVIOUS MINUTES.....	5
	6.1 Confirmation of Previous Minutes.....	5
7	BUSINESS ARISING FROM PREVIOUS MINUTES.....	14
	7.1 Appointment of an Elected Member.....	14
	7.2 Action List.....	15
8	PREVIOUS COMMITTEE MEETING MINUTES.....	19
	8.1 Previous Committee Meeting Minutes.....	19
9	CALL FOR ITEMS OF OTHER GENERAL BUSINESS.....	24
10	DISCLOSURE OF INTEREST.....	24
11	INCOMING CORRESPONDENCE.....	24
	11.1 Incoming Correspondence.....	24
12	OUTGOING CORRESPONDENCE.....	25
	12.1 Outgoing Correspondence.....	25
13	WARD REPORTS.....	27
	13.1 Nyiranggulung Ward Report.....	27
	13.2 Never Never Ward Report.....	28
	13.3 Numbulwar Numburindi Ward Report.....	36
	13.4 Yugul Mangi Ward Report.....	37
	13.5 South West Gulf Ward Report.....	38
14	EXECUTIVE REPORTS.....	39
	14.1 Council Meeting Attendance Report.....	39
	14.2 Mayor's Report.....	41
	14.3 Chief Executive Officer's Report.....	42
15	CORPORATE SERVICES AND SUSTAINABILITY DIVISIONAL REPORT.....	43

15.1 Adoption of Annual Report including Audited Financial Statements.....	43
15.2 Policy Review	45
15.3 Local Authority Projects Update	50
15.4 Council Financial Report as at 26.11.2024.....	67
16 COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT	84
16.1 Programs Update.....	84
16.2 Aged and Disability Care - Indigenous Employment Initiative Funding Agreement 2024 - 2026	86
16.3 Aged Care and Disability Services Report.....	125
16.4 iAged Health - six-month Review.....	127
16.5 Numbulwar Creche Feasibility Update	128
16.6 Jilkminggan and Wugularr Outside School Hours - Project Schedule 2025-26.....	130
17 INFRASTRUCTURE SERVICES AND PLANNING DIVISIONAL REPORT	152
17.1 Disposal of legacy tyres from Borrooloola Waste Management Facility.....	152
17.2 Major Projects Report.....	153
18 GENERAL BUSINESS	164
19 DEPUTATIONS AND PETITIONS.....	164
20 CLOSED SESSION	164
20.1 Confirmation of Previous Minutes Confidential Session	164
20.2 Previous Committee Minutes Confidential session.....	164
20.3 Action List	164
20.4 Superannuation for Elected Members	164
20.5 Compliance Review Action Report	164
20.6 Tender Variation - Bulman Dump Road.....	164
20.7 Tender Variation - Mataranka Community Office – Wastewater Management System	164
20.8 Contract Variation-LG Services Group Pty Ltd for Financial Consulting Services.....	164
20.9 Local Decision Making Agreements	164
21 CLOSE OF MEETING.....	164

N.B. The page numbers on this index may be inaccurate due to current software formatting issues.

CONFIRMATION OF PREVIOUS MINUTES

ITEM NUMBER 6.1
TITLE Confirmation of Previous Minutes
AUTHOR Daniele Piga, Governance Officer

RECOMMENDATION

That Council confirms the minutes from its Ordinary Meeting held on Wednesday, 23 October 2024, and affirms them to be a true and accurate record of that meeting's decisions and proceedings.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Council held its Ordinary Meeting in Katherine on Wednesday, 23 October 2024.

ISSUES/OPTIONS/SWOT

Attached are the recorded minutes of that meeting for Council's review and confirmation.

The next Ordinary Meeting is scheduled to be held on Wednesday, 26 February 2025 at 8:30am in Katherine.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

1. OMC 23102024 MIN [6.1.1 - 8 pages]



MINUTES OF THE ROPER GULF REGIONAL COUNCIL, ORDINARY COUNCIL MEETING
HELD AT THE COUNCIL CHAMBERS ROPER GULF REGIONAL COUNCIL SUPPORT CENTRE
2 CRAWFORD STREET, KATHERINE, NT ON WEDNESDAY 23 OCTOBER 2024 AT 8:30 AM

1 PRESENT MEMBERS/STAFF/GUESTS

Elected Members

Mayor Tony JACK (Chairperson);
Deputy Mayor Helen LEE;
Councillor Annabelle DAYLIGHT;
Councillor John DALYWATER;
Councillor Kathy-Anne NUMAMURDIRDI;
Councillor Gadrian HOOSAN;
Councillor Edna ILES; and
Councillor Patricia FARRELL (via audio/visual conference).

Staff Members

David HURST, Acting Chief Executive Officer;
Cindy HADDOW, General Manager Corporate Services and Sustainability;
Tony HOPP, Acting General Manager Community Services and Engagement;
Luke HADDOW, Acting General Manager Infrastructure Services and Planning;
Cristian COMAN, Manager Corporate Compliance;
Sarah PEACHMENT; Executive Assistant to the Chief Executive Officer;
Bhumika ADHIKARI, Governance Engagement Coordinator; and
Daniele PIGA, Governance Officer (minute secretary).

Guests

Karen HOCKING; Project Manager, Department of the Chief Minister and Cabinet;
Lord Mayor, the Honourable Kon VATSKALIS, Board President, Local Government Association of the Northern Territory (LGANT), City of Darwin Council; and
Mary WATSON, Chief Executive Officer, Local Government Association of the Northern Territory (LGANT).

2 MEETING OPENED

The Ordinary Meeting of Council opened at 8:38 am. The Mayor welcomed members, staff and guests and the Roper Gulf Regional Council Pledge was read.

3 WELCOME TO COUNTRY

4 APOLOGIES AND LEAVE OF ABSENCE

4.1 APOLOGIES AND LEAVE OF ABSENCE

2024/142 RESOLVED (Deputy Mayor Helen Lee/Councillor Kathy-Anne Numamurdirdi)

CARRIED

That Council:

- (a) accepts the tendered apologies from Councillor Owen TURNER, Councillor Edwin NUNGGUMAJBARR, Councillor Samuel EVANS and Councillor Selina ASHLEY; and
- (b) does not accept the tendered apology from Councillor Jana DANIELS.

5 QUESTIONS FROM THE PUBLIC

Nil.

6 CONFIRMATION OF PREVIOUS MINUTES**6.1 CONFIRMATION OF PREVIOUS MINUTES**

2024/143 RESOLVED (Councillor Kathy-Anne Numamurdirdi/Councillor Edna Iles) CARRIED

That Council confirms the minutes from its Ordinary Meeting held on Wednesday, 28 August 2024, and affirms them to be a true and accurate record of that meeting's decisions and proceedings.

7 BUSINESS ARISING FROM PREVIOUS MINUTES**7.1 ACTION LIST**

2024/144 RESOLVED (Councillor Annabelle Daylight/Councillor Gadrian Hoosan) CARRIED

That Council:

- (a) receives and notes the Action List; and
- (b) approves the removal of completed items.

8 PREVIOUS COMMITTEE MEETING MINUTES**8.1 PREVIOUS COMMITTEE MEETING MINUTES**

2024/145 RESOLVED (Councillor Kathy-Anne Numamurdirdi/Councillor John Dalywater) CARRIED

That Council:

- (a) receives and notes the previous Committee Meeting Minutes Report; and
- (b) ratifies the decisions made by the Committee as tabled in the same.

9 CALL FOR ITEMS OF OTHER GENERAL BUSINESS

Nil.

10 DISCLOSURE OF INTEREST**11 INCOMING CORRESPONDENCE****11.1 INCOMING CORRESPONDENCE**

2024/146 RESOLVED (Deputy Mayor Helen Lee/Councillor Edna Iles) CARRIED

That Council:

- (a) accepts the Incoming Correspondence;
- (b) receives and notes the request from Barunga School Council for the supply of four (4) flag poles and the concrete to stabilise them; and
- (c) agrees to supply the Barunga School Council with the items as listed at point (b).

12 OUTGOING CORRESPONDENCE**12.1 OUTGOING CORRESPONDENCE**

2024/147 RESOLVED (Councillor Kathy-Anne Numamurdirdi/Councillor John Dalywater) CARRIED

That Council notes the Outgoing Correspondence Report.

13 WARD REPORTS**13.1 NYIRANGGULUNG WARD REPORT**

2024/148 RESOLVED (Deputy Mayor Helen Lee/Councillor John Dalywater) CARRIED

That Council:

- (a) receives and notes the Nyirranggulung Ward Report;
- (b) approves the recommendations from the Wugularr (Beswick) Local Authority Meeting held on Monday, 07 October 2024;

- (c) approves the Provisional recommendations from the Manyallaluk Local Authority Provisional Meeting held on Monday, 07 October 2024;
- (d) approves the recommendations from the Barunga Local Authority Meeting held on Tuesday, 08 October 2024;
- (e) approves the recommendations from the Bulman Local Authority Meeting held on Thursday, 10 October 2024;
- (f) rescinds the membership of Lloyd BROWN from the Manyallaluk Local Authority; and
- (g) accepts the nominations received from Alison ANDREWS and Richard MILLER for the Manyallaluk Local Authority and appoints them as members on the same.

13.2 NEVER NEVER WARD REPORT

2024/149 RESOLVED (Councillor Edna Iles/Councillor Annabelle Daylight) CARRIED

That Council:

- (a) receives and notes the Never Never Ward Report; and
- (b) approves the recommendations from the Hodgson Downs (Minyerri) Local Authority Meeting held on Monday, 02 September 2024.

13.3 SOUTH WEST GULF WARD REPORT

2024/150 RESOLVED (Councillor Gadrian Hoosan/Councillor John Dalywater) CARRIED

That Council:

- (a) receives and notes the South West Gulf Ward Report;
- (b) requests the Chief Executive Officer open a '21 days nomination period' to fill the one (1) vacancy on the Borroloola Local Authority.

13.4 NUMBULWAR NUMBURINDI WARD REPORT

2024/151 RESOLVED (Councillor John Dalywater/Councillor Kathy-Anne Numamurdirdi) CARRIED

That Council:

- (a) receives and notes the Numbulwar Numburindi Ward Report;
- (b) approves the recommendation from the Numbulwar Local Authority Meeting held on Wednesday, 04 September 2024;
- (c) requests the Chief Executive Officer open a '21 days nomination period' to fill the two (2) vacancies in the Numbulwar Local Authority;
- (d) receives Councillor NUNGGUMAJBARR's request of updates on the dump reassessment; and
- (e) requests for fuel pricing breakdown information to be supplied to the Numbulwar Local Authority, and to the Numbulwar Community in general.

13.5 YUGUL MANGI WARD REPORT

2024/152 RESOLVED (Councillor Edna Iles/Councillor John Dalywater) CARRIED

That Council receives and notes the Yugul Mangi Report.

14 EXECUTIVE REPORTS

14.1 COUNCIL MEETING ATTENDANCE REPORT

2024/153 RESOLVED (Councillor Gadrian Hoosan/Councillor Edna Iles) CARRIED

That Council:

- (a) receives and notes the Council Meeting Attendance Report;
- (b) resolves that Councillor Jana DANIELS is absent without the permission of Council in accordance with Section 47(1) (o) of the *Local Government Act 2019* and thus is disqualified from office as Member of Roper Gulf Regional Council noting that this was Cr. DANIELS' second consecutive absence from the Ordinary Meetings of Council without its permission, thus Ms Jana DANIELS is not longer a Councillor of the Roper Gulf Regional Council;

- (c) resolves in accordance with Section 54(2) (a) of the *Local Government Act 2019* to call for Nominations from the Constituents of Yugul Mangi Ward to fill the vacant position of Councillor for the Yugul Mangi Ward;
- (d) rescinds the membership of Councillor Samuel EVANS from the Finance and Infrastructure Committee;
- (e) appoints Councillor Kathy-Anne NUMAMURDIRDI as a Member of the Finance and Infrastructure Committee;
- (f) removes Cr. Samuel EVANS from Council's delegation attending the Local Government Association of the Northern Territory (LGANT) November Conference (including Annual General Meeting and General Meeting) in Alice Springs in November 2024; and
- (g) resolves for its delegation to attend the LGANT November Conference (including Annual General Meeting and General Meeting) in Alice Springs in November 2024 to consist of Mayor Tony JACK, Deputy Mayor Helen LEE, Councillor Patricia FARRELL, Councillor Annabelle DAYLIGHT and Councillor Gadrian HOOSAN.

14.2 MAYOR'S REPORT

2024/154 RESOLVED (Councillor Kathy-Anne Numamurdirdi/Councillor Annabelle Daylight)

CARRIED

That Council receives and notes the Mayor's Report.

14.3 CHIEF EXECUTIVE OFFICER'S REPORT

2024/155 RESOLVED (Councillor John Dalywater/Councillor Annabelle Daylight) CARRIED

That Council:

- (a) receives and notes the Acting Chief Executive Officer's Report; and
- (b) supports the proposed name change of Edith Falls to Leliyn as requested by the Jawoyn Aboriginal Association, and authorises the Acting Chief Executive Officer to compile a Letter of Support to that affect, and supply it to the Jawoyn Aboriginal Association and to the Northern Territory Government.

14.4 2025 MEETING SCHEDULE - COUNCIL, COMMITTEE AND LOCAL AUTHORITY MEETINGS

2024/156 RESOLVED (Councillor Kathy-Anne Numamurdirdi/Councillor Gadrian Hoosan) CARRIED

That Council:

- (a) approves the 2025 Meeting Schedule – Council, Committee and Local Authority Meetings;
- (b) reschedules the April 2025 Briefing Day and Ordinary Meeting of Council to be held in Numbulwar on 15, 16 April 2025 respectively;
- (c) reschedules the December 2025 Briefing Day and Ordinary Meeting of Council to be held in Katherine on 9, 10 December 2025 respectively;
- (d) reschedules the April 2025 Audit and Risk Committee Meeting to be held in Katherine on 23 April 2025;
- (e) reschedules the October 2025 Audit and Risk Committee Meeting to be held in Katherine on 20 October 2025;
- (f) reschedules the December 2024 Briefing Day and Ordinary Meeting of Council to be held in Katherine on 03 and 04 December 2024 respectively;
- (g) reschedules the Minyerri Local Authority Meeting to 9 December 2024;
- (h) reschedules the Ngukurr and Urupanga Local Authority Meetings to 10 December 2024; and
- (i) reschedules the Numbulwar Local Authority Meeting to 11 December 2024.

15 CORPORATE SERVICES AND SUSTAINABILITY DIVISIONAL REPORT

15.1 ANNUAL REPORT 2023-24

2024/157 RESOLVED (Councillor Edna Iles/Councillor Kathy-Anne Numamurdirdi) CARRIED

That Council:

- (a) resolves to hold a Special Meeting of Council on 13 November 2024 at 11:00 am to deliberate and adopt its Annual Report (including Audited Financial Statements);
- (b) defers this matter to be dealt with at the Special Meeting of Council on 13 November 2024; and
- (c) directs the Audit and Risk Committee to meet on 13 November 2024 at 08:30 am.

15.2 RECONCILIATION ACTION PLAN (RAP) SUMMARY REPORT

2024/158 RESOLVED (Deputy Mayor Helen Lee/Councillor Kathy-Anne Numamurdirdi) CARRIED

That the Council receives and notes the Reconciliation Action Plan (RAP) Summary Report.

15.3 COUNCIL FINANCIAL REPORT AS AT 30.09.2024

2024/159 RESOLVED (Councillor John Dalywater/Councillor Gadrian Hoosan) CARRIED

That Council receives and notes the Council's Financial Report as at 30 September 2024.

16 COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

16.1 LOCAL AUTHORITY PROJECTS UPDATE

2024/160 RESOLVED (Deputy Mayor Helen Lee/Councillor Kathy-Anne Numamurdirdi) CARRIED

That the Council:

- (a) receives and notes the Local Authority Projects Update Report; and
- (b) allocates \$100,000 of Mataranka Local Authority Projects Funding towards Mulggan Camp Community Beautification and Amenity in accordance to Section 79 (2) of the *Local Government Act 2019*, noting the persistent lack of Quorum at the Mataranka Local Authority Meetings.

Councillor John Dalywater left the meeting at 10:15 am.

Councillor John Dalywater returned to the meeting at 10:17 am.

16.2 PROGRAMS UPDATE

2024/161 RESOLVED (Councillor John Dalywater/Councillor Patricia Farrell) CARRIED

That the Council:

- (a) receives and notes the Programs Update Report; and
- (b) requests feasibility scoping for the provision of the Childcare Services in Numbulwar.

Meeting adjourned at 10:41 am and reconvened at 11:04 am.

16.3 AGED CARE AND DISABILITY SERVICES REPORT

2024/162 RESOLVED (Deputy Mayor Helen Lee/Councillor Edna Iles) CARRIED

That the Council receives and notes the Aged Care & Disability Services Report.

17 INFRASTRUCTURE SERVICES AND PLANNING DIVISIONAL REPORT

17.1 Major Projects Report

2024/163 RESOLVED (Councillor John Dalywater/Deputy Mayor Helen Lee) CARRIED

That Council:

- (a) receives and notes the Major Projects Report; and
- (b) approves a budget amendment of \$15,000 to increase the total budget for the Mataranka Aged Care Kitchen upgrades.

18 GENERAL BUSINESS

19 DEPUTATIONS AND PETITIONS

Council received deputations from:

- 1) the Local Government Association of the Northern Territory (LGANT) (in person); and
- 2) MyCDP Ngukurr (in writing).

N.B. these deputations were received whilst in Confidential Session.

20 CLOSED SESSION

DECISION TO MOVE TO CLOSED SESSION

2024/164 **RESOLVED (Councillor Kathy-Anne Numamurdirdi/Councillor John Dalywater) CARRIED**

That pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(a) of the Local Government (General) Regulations 2021 the meeting be closed to the public to consider the Confidential items of the Agenda :-

20.1 Confirmation of Previous Minutes Confidential Session

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest.

20.2 Previous Committee Minutes Confidential session

Regulation 51(1)(d) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(d). It contains information subject to an obligation of confidentiality at law, or in equity.

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept

20.3 Action List

Regulation 51(1)(c)(iii) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(iii). It contains information that would, if publicly disclosed, be likely to: prejudice the security of the council, its members or staff.

Regulation 51(1)(d) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(d). It contains information subject to an obligation of confidentiality at law, or in equity.

20.4 Chief Executive Officer Recruitment

Regulation 51(1)(a) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(a). It contains information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

20.5 Chief Executive Officer Leave

Regulation 51(1)(a) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(a). It contains information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

20.6 Community Development Program Report

Regulation 51(1)(c)(i) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(i). It contains information that would, if publicly disclosed, be likely to: cause commercial prejudice to, or confer an unfair commercial advantage on, any person.

Regulation 51(1)(c)(iii) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(iii). It contains information that would, if publicly disclosed, be likely to: prejudice the security of the council, its members or staff.

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest.

Regulation 51(1)(f) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(f). It contains information in relation to a complaint of a contravention of the code of conduct.

20.7 Compliance Review Action Report

Regulation 51(1)(c)(iii) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(iii). It contains information that would, if publicly disclosed, be likely to: prejudice the security of the council, its members or staff.

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest.

20.8 Workshop Budget Amendment

Regulation 51(1)(a) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(a). It contains information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest.

20.9 Annual Return of Interests – Senior Council Staff

ORDINARY MEETING OF COUNCIL MINUTES

23 OCTOBER 2024

Regulation 51(1)(a) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(a). It contains information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

Regulation 51(1)(d) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(d). It contains information subject to an obligation of confidentiality at law, or in equity.

20.1.1 Return to Open Meeting

2024/174 RESOLVED (Councillor John Dalywater/Councillor Patricia Farrell) CARRIED

That pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(a) of the Local Government (General) Regulations 2021 the meeting be re opened to the public.

The meeting reopened to the public at 1:59 pm.

21 CLOSE OF MEETING

The meeting closed at 1:59 pm.

This page and the preceding pages are the minutes of the Ordinary Meeting of Council held on 23 October 2024 and will be confirmed at the next meeting.

Mayor Tony JACK
Confirmed on 3 December 2024.

BUSINESS ARISING FROM PREVIOUS MINUTES

ITEM NUMBER	7.1
TITLE	Appointment of an Elected Member
AUTHOR	Cristian COMAN, Manager Corporate Compliance

RECOMMENDATION

That the Council appoints _____ as an Elected Member (Councillor), representing the Yugul Mangi Ward, on the Roper Gulf Regional Council.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

On 19 November 2024 Councillor Jana DANIELS, of the Yugul Mangi Ward formally resigned from her position of Councillor on the Roper Gulf Regional Council, creating a Casual Vacancy in the same.

ISSUES/OPTIONS/SWOT

As Councillor DANIELS' resignation (and thus vacancy) occurred less than eighteen (18) months, but more than six (6) months before the expiry of the Term of the current sitting Roper Gulf Regional Council, pursuant to Section 54(2)(a) of the *Local Government Act 2019*, and Clause 6.1 of the CL008 Council Vacancy Policy, Council must fill the casual vacancy by way of appointing and eligible person to the Office of Councillor (Elected Member), representing the Yugul Mangi Ward on the Roper Gulf Regional Council.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

BUSINESS ARISING FROM PREVIOUS MINUTES



ITEM NUMBER 7.2
TITLE Action List
AUTHOR Daniele Piga, Governance Officer

RECOMMENDATION

That Council:

- (a) receives and notes the Action List; and
- (b) approves the removal of completed items.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Action List is a summary of tasks that Council has requested be undertaken by Council Staff.

The Action List is a **non-authoritative** reference document for Business Arising out of Previous Minutes. The highlighted points are the actionable item of each **resolved** matter.

Action (Resolution)	Meeting Date	Reporting Mechanism
13.1 Nyiranggulung Ward Report		
<p>2024/148 RESOLVED (Deputy Mayor Helen Lee/Councillor John Dalywater) CARRIED</p> <p>That Council:</p> <ul style="list-style-type: none"> (a) receives and notes the Nyiranggulung Ward Report; (b) approves the recommendations from the Wugularr (Beswick) Local Authority Meeting held on Monday, 07 October 2024; (c) approves the Provisional recommendations from the Manyallaluk Local Authority Provisional Meeting held on Monday, 07 October 2024; (d) approves the recommendations from the Barunga Local Authority Meeting held on Tuesday, 08 October 2024; (e) approves the recommendations from the Bulman Local Authority Meeting held on Thursday, 10 October 2024; <li style="background-color: yellow;">(f) rescinds the membership of Lloyd BROWN from the Manyallaluk Local Authority; and 	23 October 2024	Ward Report Completed

(g) accepts the nominations received from Alison ANDREWS and Richard MILLER for the Manyallaluk Local Authority and appoints them as members on the same.		
13.3 South West Gulf Ward Report		
<p>2024/150 RESOLVED (Councillor Gadrian Hoosan/Councillor John Dalywater) That Council:</p> <p>(a) receives and notes the South West Gulf Ward Report;</p> <p>(b) requests the Chief Executive Officer open a '21 days nomination period' to fill the one (1) vacancy on the Borroloola Local Authority.</p>	23 October 2024	Ward Report Completed
13.4 Numbulwar Numburindi Ward Report		
<p>2024/151 RESOLVED (Councillor John Dalywater/Councillor Kathy-Anne Numamurdirdi) CARRIED That Council:</p> <p>(a) receives and notes the Numbulwar Numburindi Ward Report;</p> <p>(b) approves the recommendation from the Numbulwar Local Authority Meeting held on Wednesday, 04 September 2024;</p> <p>(c) requests the Chief Executive Officer open a '21 days nomination period' to fill the two (2) vacancies in the Numbulwar Local Authority;</p> <p>(d) receives Councillor NUNGGUMAJBARR's request of updates on the dump reassessment; and</p> <p>(e) requests for fuel pricing breakdown information to be supplied to the Numbulwar Local Authority, and to the Numbulwar Community in general.</p>	23 October 2024	Ward Report Ongoing LA Meeting to Occur
14.1 Council Meeting Attendance Report		
<p>2024/153 RESOLVED (Councillor Gadrian Hoosan/Councillor Edna Iles) CARRIED That Council:</p> <p>(a) receives and notes the Council Meeting Attendance Report;</p> <p>(b) resolves that Councillor Jana DANIELS is absent without the permission of Council in accordance with Section 47(1) (o) of the <i>Local Government Act 2019</i> and thus is disqualified from office as Member of Roper Gulf Regional Council noting that this was Cr. DANIELS' second consecutive absence from the Ordinary Meetings of Council without its permission, thus Ms Jana DANIELS is not longer a Councillor of the Roper Gulf Regional Council;</p> <p>(c) resolves in accordance with Section 54(2) (a) of the <i>Local Government Act 2019</i> to call for Nominations from the Constituents of Yugul Mangi Ward to fill the vacant position of Councillor for the Yugul Mangi Ward;</p> <p>(d) rescinds the membership of Councillor Samuel EVANS from the Finance and Infrastructure Committee;</p>	23 October 2024	Attendance Report Outgoing Correspondence Completed

<p>(e) appoints Councillor Kathy-Anne NUMAMURDIRDI as a Member of the Finance and Infrastructure Committee;</p> <p>(f) removes Cr. Samuel EVANS from Council's delegation attending the Local Government Association of the Northern Territory (LGANT) November Conference (including Annual General Meeting and General Meeting) in Alice Springs in November 2024; and</p> <p>(g) resolves for its delegation to attend the LGANT November Conference (including Annual General Meeting and General Meeting) in Alice Springs in November 2024 to consist of Mayor Tony JACK, Deputy Mayor Helen LEE, Councillor Patricia FARRELL, Councillor Annabelle DAYLIGHT and Councillor Gadrian HOOSAN.</p>		
<p>14.3 Chief Executive Officer's Report</p>		
<p>2024/132 RESOLVED (Councillor Samuel Evans/Councillor Patricia Farrell) CARRIED</p> <p>That Council:</p> <p>(a) receives and notes the Acting Chief Executive Officer's Report; and</p> <p>(b) supports the proposed name change of Edith Falls to Leliyn as requested by the Jawoyn Aboriginal Association, and authorises the Acting Chief Executive Officer to compile a Letter of Support to that affect, and supply it to the Jawoyn Aboriginal Association and to the Northern Territory Government.</p>	<p>23 October 2024</p>	<p>Outgoing Correspondence</p> <p>Completed</p>
<p>14.4 2025 Meeting Schedule - Council, Committee and Local Authority Meetings</p>		
<p>2024/156 RESOLVED (Councillor Kathy-Anne Numamurdirdi/Councillor Gadrian Hoosan) CARRIED</p> <p>That Council:</p> <p>(a) approves the 2025 Meeting Schedule – Council, Committee and Local Authority Meetings;</p> <p>(b) reschedules the April 2025 Briefing Day and Ordinary Meeting of Council to be held in Numbulwar on 15, 16 April 2025 respectively;</p> <p>(c) reschedules the December 2025 Briefing Day and Ordinary Meeting of Council to be held in Katherine on 9, 10 December 2025 respectively;</p> <p>(d) reschedules the April 2025 Audit and Risk Committee Meeting to be held in Katherine on 23 April 2025;</p> <p>(e) reschedules the October 2025 Audit and Risk Committee Meeting to be held in Katherine on 20 October 2025;</p> <p>(f) reschedules the December 2024 Briefing Day and Ordinary Meeting of Council to be held in Katherine on 03 and 04 December 2024 respectively;</p> <p>(g) reschedules the Minyerri Local Authority Meeting to 9 December 2024;</p> <p>(h) reschedules the Ngukurr and Urupanga Local Authority Meetings to 10 December 2024; and</p> <p>(i) reschedules the Numbulwar Local Authority Meeting to 11 December 2024.</p>	<p>23 October 2024</p>	<p>Completed</p>
<p>16.1 Local Authority Projects Update</p>		
<p>2024/160 RESOLVED (Deputy Mayor Helen Lee/Councillor Kathy-Anne Numamurdirdi) CARRIED</p>		<p>Local Authority Project Update Report</p>

<p>That the Council:</p> <p>(a) receives and notes the Local Authority Projects Update Report; and</p> <p>(b) allocates \$100,000 of Mataranka Local Authority Projects Funding towards Mulggan Camp Community Beautification and Amenity in accordance to Section 79 (2) of the <i>Local Government Act 2019</i>, noting the persistent lack of Quorum at the Mataranka Local Authority Meetings.</p>	23 October 2024	Completed
16.2 Programs Update		
<p>2024/161 RESOLVED (Councillor John Dalywater/Councillor Patricia Farrell) CARRIED</p> <p>That the Council:</p> <p>(a) receives and notes the Programs Update Report; and</p> <p>(b) requests feasibility scoping for the provision of the Childcare Services in Numbulwar.</p>	23 October 2024	Item number 16.5
17.1 Major Projects Report		
<p>2024/163 RESOLVED (Councillor John Dalywater/Deputy Mayor Helen Lee) CARRIED</p> <p>That Council:</p> <p>(a) receives and notes the Major Projects Report; and</p> <p>(b) approves a budget amendment of \$15,000 to increase the total budget for the Mataranka Aged Care Kitchen upgrades.</p>	23 October 2024	Major Projects Update Report Completed

ISSUES/OPTIONS/SWOT

Nil.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

PREVIOUS COMMITTEE MEETING MINUTES

ITEM NUMBER	8.1
TITLE	Previous Committee Meeting Minutes
AUTHOR	Daniele Piga, Governance Officer

RECOMMENDATION

That Council:

- (a) receives and notes the Previous Committee Meeting Minutes Report;
- (b) ratifies the decisions made by the Committee as tabled in the same; and
- (c) reschedules the Audit and Risk Committee Meeting for April 2025 to Wednesday 19 February 2025 at 08:30 am.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Finance and Infrastructure Committee met on Wednesday, 27 November 2024 at 9:00 am having attained a Quorum.

The next Finance and Infrastructure Committee Meeting is scheduled to be held on Wednesday, 22 January 2025.

The Audit and Risk Committee met on Wednesday, 13 November 2024 at 9:00 am having attained a Quorum.

The next Audit and Risk Committee Meeting is scheduled to be held on Wednesday, 23 April 2025.

ISSUES/OPTIONS/SWOT

The Audit and Risk Committee attained a Quorum and proceeded with the meeting on Wednesday, 13 November 2024. The Meeting was held in Confidential Session.

The Finance and Infrastructure Committee attained a Quorum and proceeded with the meeting on Wednesday, 27 November 2024. Attached are the recorded minutes of that meeting.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

1. FICM MIN 27112024 [8.1.1 - 4 pages]



MINUTES OF THE ROPER GULF REGIONAL COUNCIL, FINANCE AND INFRASTRUCTURE
COMMITTEE HELD AT THE COUNCIL CHAMBERS ROPER GULF REGIONAL COUNCIL
SUPPORT CENTRE
2 CRAWFORD STREET, KATHERINE, NT ON WEDNESDAY 27 NOVEMBER 2024 AT 9:00 AM

1 PRESENT MEMBERS/STAFF/GUESTS

1.1 Members

- Deputy Mayor Helen LEE (Chairperson) (via audio/video conference);
- Councillor Annabelle DAYLIGHT (via audio/video conference);
- Councillor Edwin NUNGGUMAJBARR (via audio/video conference);
- Councillor Kathy-Anne NUMAMURDIRDI (via audio/video conference);
- Councillor Owen TURNER;
- Councillor John DALYWATER; and
- Independent Member Awais UR REHMAN (via audio/video conference).

1.2 Staff

- David HURST, Chief Executive Officer;
- Cindy HADDOW, General Manager Corporate Services and Sustainability;
- Luke HADDOW, Acting General Manager Infrastructure Services and Planning;
- Cristian COMAN, Manager Corporate Compliance;
- Bhumika ADHIKARI, Governance Engagement Coordinator;
- Daniele PIGA, Governance Officer (Minute Secretary).

1.3 Guests

Nil.

2 MEETING OPENED

The Finance and Infrastructure Committee Meeting opened at 9:18 am. The Deputy Mayor welcomed members and staff to the meeting and the Roper Gulf Regional Council Pledge was read.

3 APOLOGIES AND LEAVE OF ABSENCE

3.1 Apologies and Leave of Absence

2024/58 **RESOLVED (Councillor Annabelle Daylight/Councillor Owen Turner) CARRIED**

That the Finance and Infrastructure Committee accepts the tendered apology from Mayor Tony JACK.

4 DISCLOSURE OF INTEREST

There were no declarations of interest at this Finance and Infrastructure Committee Meeting.

5 CONFIRMATION OF PREVIOUS MINUTES

5.1 Confirmation of Previous Minutes

2024/59 **RESOLVED (Awais Ur Rehman/Councillor John Dalywater) CARRIED**

That the Finance and Infrastructure Committee confirms the minutes of the Finance and Infrastructure Committee Meeting held on 25 September 2024 and affirms them to be true and accurate record of that meeting's decisions and proceedings.

6 BUSINESS ARISING FROM PREVIOUS MINUTES**6.1 Action List**

2024/60 RESOLVED (Councillor Owen Turner/Councillor Kathy-Anne Numamurdiridi)

CARRIED

That the Finance and Infrastructure Committee:

- (a) receives and notes the Action List; and
- (b) approves the removal of completed items.

7 CALL FOR ITEMS OF OTHER GENERAL BUSINESS

Nil.

8 INCOMING CORRESPONDENCE

Nil.

9 OUTGOING CORRESPONDENCE

Nil.

10 EXECUTIVE REPORTS**10.1 Finance and Infrastructure Committee Member Attendance Report**

2024/61 RESOLVED (Awais Ur Rehman/Councillor Edwin Nungumajbarr)

CARRIED

That the Finance and Infrastructure Committee receives and notes the Finance and Infrastructure Committee Member Attendance Report.

10.2 Fees waiver request for the Catering facility at Mataranka Sports Grounds

2024/62 RESOLVED (Councillor Kathy-Anne Numamurdiridi/Councillor Annabelle Daylight)

CARRIED

That the Finance and Infrastructure Committee waives the fees for the use of catering facility at the Mataranka Sports Grounds.

11 CORPORATE SERVICES AND SUSTAINABILITY DIVISIONAL REPORT**11.1 Local Authority Projects Update**

2024/63 RESOLVED (Awais Ur Rehman/Councillor John Dalywater)

CARRIED

That the Finance and Infrastructure receives and notes the Local Authority Projects Update Report.

11.2 Council Financial Report as at 31.10.2024

2024/64 RESOLVED (Councillor John Dalywater/Awais Ur Rehman)

CARRIED

That the Finance and Infrastructure Committee receives and notes the Council's Financial Report as at 31 October 2024.

12 COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

Nil.

13 INFRASTRUCTURE SERVICES AND PLANNING DIVISIONAL REPORT**13.1 Major Projects Report**

2024/65 RESOLVED (Councillor Kathy-Anne Numamurdiridi/Councillor Owen Turner)

CARRIED

That Finance and Infrastructure Committee receives and notes the Major Projects Report.

14 CLOSE OF MEETING

The meeting closed at 10:14 am.

This page and the proceeding pages are the Minutes of the Finance and Infrastructure Committee Meeting held on 27 November 2024 and will be confirmed on 22 January 2025.

Mayor Tony JACK
Confirmed on 22 January 2025

INCOMING CORRESPONDENCE

ITEM NUMBER 11.1
TITLE Incoming Correspondence
AUTHOR Daniele Piga, Governance Officer

RECOMMENDATION

That Council accepts the incoming correspondence.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

Item No.	Date Received	Sender	Sent To	Correspondence Details	InfoXpert Number
01	23/10/2024	Janelle ISZLAUB, General Manager, Mycdp Ngukurr Urapunga	Mayor Tony JACK, and David Hurst, Chief Executive Officer	Notice of Intention to Terminate Tenancy Agreement LOT 394 Ngukurr	
02	10/09/2024	Maxine WALLACE, Cristians of Borroloola	Mayor Tony JACK	Borroloola Christian Church Refurbishment	
03	22/11/2024	Hugh KING, A/Director Sustainability and Compliance	David HURST, Chief Executive Officer	Non-Compliant Procurement Activities	

ATTACHMENTS

Nil.

OUTGOING CORRESPONDENCE

ITEM NUMBER 12.1
TITLE Outgoing Correspondence
AUTHOR Daniele Piga, Governance Officer

RECOMMENDATION

That Council notes the Outgoing Correspondence Report.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

Item No.	Date Received	Sender	Sent To	Correspondence Details	InfoXpert Number
01	24/10/2024	David HURST, Chief Executive Officer	Jana DANIELS, Former Councillor of the Roper Gulf Regional Council	Notice of Disqualification of Office - Termination	
02	24/10/2024	David HURST, Chief Executive Officer	Councillor Samuel EVANS, Councillor of the Roper Gulf Regional Council	Notice of Resolution	
03	15/11/2024	David HURST, Chief Executive Officer	The Honourable Steven EDGINGTON, Minister for Local Government	Official Invitation to the Ordinary Meeting of Council	
04	15/11/2024	David HURST, Chief Executive Officer	The Honourable Jo Hersey, Minister for Education and Training, Early Education and Public Services	Official Invitation to the Ordinary Meeting of Council	

ATTACHMENTS

Nil.

{SECTION-TITLE}

ITEM NUMBER 13.1
TITLE Nyiranggulung Ward Report
AUTHOR Bhumika Adhikari, Governance Engagement Coordinator

RECOMMENDATION

That Council receives and notes the Nyiranggulung Ward Report.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Nyiranggulung Ward is comprised of the Barunga Local Authority, Wugularr Local Authority, Bulman Local Authority and Manyallaluk Local Authority.

There were no scheduled meetings in Nyiranggulung Ward during this period.

UPCOMING MEETINGS

DATE	MEETING
06 January 2024 at 10:00am	Wugularr Local Authority Meeting
06 January 2024 at 2:30pm	Manyallaluk Local Authority Meeting
07 January 2024 at 10:00am	Barunga Local Authority Meeting
09 January 2024 at 10:00am	Bulman Local Authority Meeting

ISSUES/OPTIONS/SWOT

Local Authority	Number of Vacancies
Wugularr Local Authority	0
Barunga Local Authority	0
Manyallaluk Local Authority	0
Bulman Local Authority	0

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

{SECTION-TITLE}

ITEM NUMBER	13.2
TITLE	Never Never Ward Report
AUTHOR	Bhumika Adhikari, Governance Engagement Coordinator

RECOMMENDATION

That Council:

- (a) receives and notes the Never Never Ward Report;
- (b) considers the recommendation from the Jilkmिंगgan Local Authority held on Tuesday, 05 November 2024; and
- (c) considers the recommendation from the Mataranka Local Authority held on Tuesday, 05 November 2024.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Never Never Ward is comprised of the Mataranka Local Authority, Jilkmिंगgan Local Authority, Hodgson Downs (Minyerri) Local Authority and the townships of Larrimah and Daly Waters.

The Jilkmिंगgan Local Authority met and held a meeting on Tuesday, 05 November 2024 with **Quorum**. Attached are the Minutes from that meeting for Council to review.

The Mataranka Local Authority met and held a meeting on Tuesday, 05 November 2024 with **Quorum**. Attached are the Minutes from that meeting for Council to review.

UPCOMING MEETINGS

DATE	MEETING
09 December 2024 at 11:00 am	Hodgson Downs (Minyerri) Local Authority Meeting
04 February 2025 at 10:00am	Jilkmिंगgan Local Authority Meeting
04 February 2025 at 1:00pm	Mataranka Local Authority Meeting
07 May 2025 at 10:30am	Larrimah Community Consultative Meeting
07 May 2025 at 1:30pm	Daly Waters Community Consultative Meeting

ISSUES/OPTIONS/SWOT

LOCAL AUTHORITY	NUMBER OF VACANCIES
Mataranka Local Authority	0
Jilkmिंगgan Local Authority	0
Hodgson Downs (Minyerri) local authority	0

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

1. JIL MIN 05112024 [13.2.1 - 3 pages]
2. MAT MIN 05112024 [13.2.2 - 4 pages]



MINUTES OF THE JILKMINGGAN LOCAL AUTHORITY OF THE ROPER GULF
REGIONAL COUNCIL, HELD AT THE CONFERENCE ROOM COUNCIL SERVICE
DELIVERY CENTRE, JILKMINGGAN
ON TUESDAY, 05 NOVEMBER 2024 AT 10:00 AM

1 PRESENT MEMBERS/STAFF/GUESTS

1.1 Members

- Councillor Annabelle DAYLIGHT (Chairperson);
- Cecilia LAKE;
- Lisa McDONALD;
- Shirley ROBERTS;
- Anne-Marie WOODS;
- Jeffrey JOE; and
- Alesha SANDY.

1.2 Staff

- David HURST, Chief Executive Officer;
- Cindy HADDOW, General Manager Corporate Services and Sustainability;
- Tony HOPP, General Manager Community Services and Engagement;
- Cristian COMAN, Manager Corporate Compliance;
- Liam FARRELL, Operations Manager;
- Sarah PEACHMENT, Executive Assistant to the Chief Executive Officer;
- Rachael WALTERS, Senior Administration Support Officer;
- Bhumika ADHIKARI, Governance Engagement Coordinator (minute secretary); and
- Daniele PIGA, Governance Officer.

1.3 Guests

- Karen HOCKING, Projects Manager, Department of the Chief Minister and Cabinet;
- Adelaide LAQERE, Regional Project Officer, Department of the Chief Minister and Cabinet;
and
- Chantal BRAMELY, Engagement Principal Remote Water Team, Water Services Reconciliation Working Group Member, Power and Water Corporation.

2 MEETING OPENED

The Jilkmिंगgan Local Authority Meeting opened at 10:09 am with **QUORUM** meeting. The Chairperson welcomed members, staff and guests to the meeting and the Roper Gulf Regional Council Pledge was read.

3 WELCOME TO COUNTRY

4 APOLOGIES AND LEAVE OF ABSENCE

4.1 APOLOGIES AND LEAVE OF ABSENCE

JIL Q-37/2024 (Councillor Annabelle Daylight/LA Member Jeffrey JOE)

CARRIED

That the Jilkmिंगgan Local Authority accepts the tendered apology from Ossie DAYLIGHT.

Jilkmिंगgan Local Authority Minutes

5 November 2024

5 QUESTIONS FROM THE PUBLIC

Nil.

6 DISCLOSURE OF INTEREST

There were no declarations of interest at this Meeting.

7 CONFIRMATION OF PREVIOUS MINUTES**7.1 JILKMINGGAN LOCAL AUTHORITY MEETING PREVIOUS MINUTES***JIL Q-38/2024 (LA Member Lisa McDonald/LA Member Shirley Roberts)***CARRIED**

That the Jilkmिंगgan Local Authority confirms the minutes from the meeting held on Thursday, 01 August 2024 and affirms them to be a true and accurate record of the meetings decisions and proceedings.

8 BUSINESS ARISING FROM PREVIOUS MINUTES**8.1 ACTION LIST***JIL Q-39/2024 (LA Member Anne-Marie Woods/LA Member Cecilia Lake)***CARRIED**

That the Jilkmिंगgan Local Authority:

- (a) receives and notes the Action List Report; and
- (b) approves the removal of completed items.

9 CALL FOR ITEMS OF OTHER GENERAL BUSINESS

Nil.

10 INCOMING CORRESPONDENCE

Nil.

11 OUTGOING CORRESPONDENCE

Nil.

12 OPERATIONAL REPORTS**12.1 LOCAL AUTHORITY MEMBER ATTENDANCE***JIL Q-40/2024 (Councillor Annabelle Daylight/LA Member Shirley Robers)***CARRIED**

That the Jilkmिंगgan Local Authority receives and notes the Local Authority Member Attendance Report.

12.2 JILKMINGGAN LOCAL AUTHORITY PROJECTS UPDATE*JIL Q-41/2024 (LA Member Cecilia Lake/Councillor Annabelle Daylight)***CARRIED**

That the Jilkmिंगgan Local Authority:

- (a) receives and notes the Local Authority Projects Update Report;
- (b) reallocates \$33,000 allocated for the Trees back to the Local Authority Project Funding;
- (c) allocates \$10,000 for the Australia Day festivities;
- (d) allocates \$10,000 for the NAIDOC Week festivities; and
- (e) allocates \$10,000 for the Christmas festivities.

12.3 JILKMINGGAN LA SEPTEMBER YTD FINANCE REPORT

Jilkmिंगgan Local Authority Minutes

5 November 2024

JIL Q-42/2024 (LA Member Jeffrey JOE/LA Member Alesha SANDY) CARRIED

That the Jilkmिंगgan Local Authority receives and notes the Financial (Expenditure) Report for the period 1 July 2024 to 30 September 2024.

12.4 ELECTED MEMBERS REPORT

JIL Q-43/2024 (LA Member Lisa McDonald/LA Member Morgan Cockyell) CARRIED

That the Jilkmिंगgan Local Authority receives and notes the Elected Members Report.

12.5 COMMUNITY SAFETY UPDATE

JIL Q-44/2024 (LA Member Cecilia Lake/LA Member Alesha Sandy) CARRIED

That the Jilkmिंगgan Local Authority receives and notes the Community Safety Update Report.

12.6 COUNCIL SERVICES REPORT

JIL Q-45/2024 RESOLVED (LA Member Cecilia Lake/LA Member Shirley Robers) CARRIED

That the Jilkmिंगgan Local Authority:

- (a) receives and notes the Council Services Report; and
- (b) requests for a Safety Audit Plan of the Sports Hall to be undertaken.

13 OTHER BUSINESS

Nil.

14 GENERAL BUSINESS

14.1 COMMUNITY DEVELOPMENT PROGRAM

JIL Q-46/2024 (LA Member Anne-Marie Woods/Councillor Annabelle Daylight) CARRIED

That the Jilkmिंगgan Local Authority receives and notes the Community Development Program (CDP) Report.

Chantal BRAMLEY from Power and Water presented to Local Authority at 11:26 am and finished at 11:35 am in regards to Power and Water visit and requested a recommended date for their visit.

15 CLOSE OF MEETING

The meeting closed at 11:36 am.

This page and the preceding pages are the Minutes of the Jilkmिंगgan Local Authority Meeting, held on Tuesday, 05 November 2024 and confirmed.

Chairperson
Confirmed on



MINUTES OF MATARANKA LOCAL AUTHORITY OF THE ROPER GULF REGIONAL COUNCIL HELD AT THE CONFERENCE ROOM COUNCIL SERVICE DELIVERY CENTRE, MATARANKA

ON TUESDAY, 5 NOVEMBER 2024 AT 1:00 PM

1 PRESENT MEMBERS/STAFF/GUESTS

1.1 Members

- Councillor Annabelle DAYLIGHT;
- Rachael WALTERS (Chairperson);
- Sue EDWARDS;
- Margaret MINNETT;
- Desmond BARRITT;
- Johnny BILLY; and
- Shaunette MARTIN.

1.2 Staff

- David HURST, Acting Chief Executive Officer;
- Cindy HADDOW, General Manager Corporate Services and Sustainability;
- Tony HOPP, Acting General Manager Community Services and Engagement
- Luke HADDOW, Acting General Manager Infrastructure Services and Planning;
- Liam FARRELL, Operations Manager;
- Cristian COMAN, Manager Corporate Compliance;
- Sarah PEACHMENT, Executive Assistant to the Chief Executive Officer;
- Tracey WALLACE, CDP Coordinator; and
- Bhumika ADHIKARI, Governance Engagement Coordinator (minute secretary).

1.3 Guests

- Karen HOCKING, Projects Manager, Department of the Chief Minister and Cabinet;

2 MEETING OPENED

The Mataranka Local Authority Meeting opened at 1:02 pm with **QUORUM** meeting. The Chairperson welcomed members, staff and guests to the meeting and the Roper Gulf Regional Council Pledge was read.

3 WELCOME TO COUNTRY

4 APOLOGIES AND LEAVE OF ABSENCE

4.1 APOLOGIES AND LEAVE OF ABSENCE

MAT Q/2024-14 (LA Member Desmond Barritt/LA Member Margaret Minnett) CARRIED

That the Mataranka Local Authority accepts the tendered apology from Michael SOMERS noting that four (4) members voting in favour of accepting apology and three (3) Members voted against accepting apology.

Four (4) members voting in favour: Rachael WALTERS, Sue EDWARDS, Margaret MINNETT and Desmond BARRITT.

Three (3) members voting against: Councillor Annabelle DAYLIGHT, Johnny BILLY and Shaunette MARTIN.

5 QUESTIONS FROM THE PUBLIC

Nil.

6 CONFIRMATION OF PREVIOUS MINUTES**6.1 MATARANKA LOCAL AUTHORITY MEETING PREVIOUS MINUTES**

MAT Q/2024-15 (LA Member Margaret Minnett/LA Member Shaunette Martin) **CARRIED**

That the Mataranka Local Authority confirms the minutes from the meeting held on 07 May 2024, and affirms them to be a true and accurate record of the meetings decisions and proceedings.

7 BUSINESS ARISING FROM PREVIOUS MINUTES**7.1 Action List**

MAT Q/2024-16 (LA Member Desmond Barritt/LA Member Sue Edwards) **CARRIED**

That the Mataranka Local Authority:

- (a) receives and notes the Action List; and
- (b) approves the removal of completed items.

8 CALL FOR ITEMS OF OTHER GENERAL BUSINESS

Nil.

9 DISCLOSURE OF INTEREST

There were no declarations of interest at this Meeting.

10 INCOMING CORRESPONDENCE**10.1 INCOMING CORRESPONDENCE**

MAT Q/2024-17 (LA Member Desmond Barritt/LA Member Sue Edwards) **CARRIED**

That the Mataranka Local Authority accepts the Incoming Correspondence Report.

11 OUTGOING CORRESPONDENCE

Nil.

12 EXECUTIVE REPORTS**12.1 LOCAL AUTHORITY MEMBER ATTENDANCE REPORT**

MAT Q/2024-18 (LA Member Desmond Barritt/LA Member Johnny Billy) **CARRIED**

That the Mataranka Local Authority:

- (a) receives and notes the Local Authority Member Attendance Report; and
- (b) requests for subsequent Local Authority Meetings to be held outside of business hours at 5:00 pm

12.2 ELECTED MEMBER REPORT

MAT Q/2024-19 (LA Member Desmond Barritt/LA Member Sue Edwards) **CARRIED**

That the Mataranka Local Authority receives and notes the Elected Member Report.

13 CORPORATE SERVICES AND SUSTAINABILITY DIVISIONAL REPORT**13.1 MATARANKA LOCAL AUTHORITY PROJECTS UPDATE**

MAT Q/2024-20 (LA Member Desmond Barritt/LA Member Shaunette Martin) **CARRIED**

That the Mataranka Local Authority:

- (a) receives and notes the Local Authority Projects Update Report; and
- (b) allocates \$51,656 sector towards construction of walkway with lighting from park towards Mulggan Camp.

13.2 Community Development Program

MAT Q/2024-21 RESOLVED (LA Member Margaret Minnett/LA Member Johnny Billy) CARRIED

That the Mataranka Local Authority receives and notes the Community Development Program (CDP) Report.

13.3 MATARANKA LA SEPTEMBER YTD FINANCE REPORT

MAT Q/2024-22 (LA Member Desmond Barritt/LA Member Rachael Walters) CARRIED

That the Mataranka Local Authority receives and notes the Financial (Expenditure) Report for the period 01 July 2024 to 30 September 2024.

14 COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

14.1 COMMUNITY SERVICES MANAGER REPORT

MAT Q/2024-23 (LA Member Sue Edwards/LA Member Desmond Barritt) CARRIED

That the Mataranka Local Authority receives and notes the Council Services Manager Report

14.2 COMMUNITY SAFETY UPDATE

MAT Q/2024-24 (LA Member Johnny Billy/LA Member Shaunette Martin) CARRIED

That the Mataranka Local Authority receives and notes the Community Safety Update Report.

15 INFRASTRUCTURE SERVICES AND PLANNING DIVISIONAL REPORT

Nil.

16 CLOSE OF MEETING

The meeting closed at 1:59 pm.

This page and the preceding pages are the Minutes of the Mataranka Local Authority Meeting, held on Tuesday, 05 November 2024 and confirmed.

 Chairperson
 Confirmed on

DRAFT

{SECTION-TITLE}

ITEM NUMBER	13.3
TITLE	Numbulwar Numburindi Ward Report
AUTHOR	Bhumika Adhikari, Governance Engagement Coordinator

RECOMMENDATION

That Council:

- (a) receives and notes the Numbulwar Numburindi Ward Report;
- (b) requests the Chief Executive Officer open a '21 days nomination period' to fill the one (1) vacancy on the Numbulwar Local Authority; and
- (c) reschedule the Numbulwar Local Authority Meeting from Wednesday, 11 December 2024 to Tuesday, 10 December 2024 due to Funeral.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Numbulwar Numburindi Ward includes one Local Authority, the Numbulwar Local Authority.

There was no Numbulwar Local Authority Meeting scheduled during this period.

UPCOMING MEETINGS

DATE	MEETING
05 March 2025 at 10:30am	Numbulwar Local Authority

ISSUES/OPTIONS/SWOT

Local Authority	Number Of Vacancies
Numbulwar Local Authority	2

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

{SECTION-TITLE}

ITEM NUMBER	13.4
TITLE	Yugul Mangi Ward Report
AUTHOR	Bhumika Adhikari, Governance Engagement Coordinator

RECOMMENDATION

That Council:

- (a) receives and notes the Yugul Mangi Report; and
- (b) reschedule the Ngukurr and Urapunga Local Authority Meeting from Tuesday, 10 December 2024 to Wednesday, 11 December 2024 due to Funeral.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Yugul Mangi Ward includes the Ngukurr Local Authority and Urapunga Local Authority.

There were no scheduled meetings in Yugul Mangi Ward during this period.

UPCOMING MEETINGS

DATE	MEETING
10 December 2024 at 11:00am	Ngukurr Local Authority
10 December 2024 at 3:00pm	Urapunga Local Authority

ISSUES/OPTIONS/SWOT

Local Authority	Number Of Vacancies
Ngukurr Local Authority	0
Urapunga Local Authority	0

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

{SECTION-TITLE}

ITEM NUMBER	13.5
TITLE	South West Gulf Ward Report
AUTHOR	Bhumika Adhikari, Governance Engagement Coordinator

RECOMMENDATION

That Council:

- (a) receives and notes the South West Gulf Ward Report; and
- (b) requests the Chief Executive Officer open a '21 days nomination period' to fill the one (1) vacancy on the Borroloola Local Authority.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The South West Gulf Ward is comprised of the Borroloola Local Authority and Robinson River Local Authority.

The Robinson River Local Authority scheduled a meeting to be held on Thursday, 07 November 2024 was Postponed to Monday, 11 November 2024. However, it was subsequently Cancelled due to lack of member attendance.

The Borroloola Local Authority scheduled a meeting to be held on Thursday, 07 November 2024 was Cancelled due to lack of member attendance.

UPCOMING MEETINGS

DATE	MEETING
06 February 2025 at 9:00am	Robinson River Local Authority
06 February 2025 at 3:30pm	Borroloola Local Authority Meeting

ISSUES/OPTIONS/SWOT

local authority	number of vacancies
Borroloola Local Authority	1
Robinson River Local Authority	0

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

EXECUTIVE REPORTS

ITEM NUMBER	14.1
TITLE	Council Meeting Attendance Report
AUTHOR	Daniele Piga, Governance Officer

RECOMMENDATION

That Council receives and notes the Council Meeting Attendance Report.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The *Local Government Act 2019* states that the members will be disqualified as a member of a Council if the person is absent, without permission or the approved apologies of the Council in accordance with the regulations, from two (2) consecutive Council meetings.

Council Member Attendance

Elected Members	28 February 2024	24 April 2024	26 June 2024	28 August 2024	23 October 2024
Mayor Tony JACK	P	P	P	AP	P
Deputy Mayor Helen LEE	AP	P	P	P	P
Councillor Samuel EVANS	P	AP	P	P	AP
Councillor Owen TURNER	P	P	AP	AP	AP
Councillor Edna ILES	P	P	P	P	P
Councillor Edwin NUNGGUMAJBARR	P	AP	P	P	AP
Councillor Kathy-Anne NUMAMURDIRDI	P	P	P	AP	P
Councillor John DALYWATER	P	P	AP	P	P
Councillor Annabelle DAYLIGHT	P	P	AP	AP	P
Councillor Selina ASHLEY	AP	AP	AP	P	AP
Councillor Patricia FARRELL	P	P	P	P	P
Councillor Jana DANIELS	P	No AP	NO AP	No AP	No AP
Councillor Gadrian HOOSAN	P	AP	P	AP	P

** Table Key

P Present

AP Apologies given and accepted

NO AP No apologies given and not present at meeting

ISSUES/OPTIONS/SWOT

According to clause 6.7 Individual Responsibility of Elected Members of CL006, Elected Member Administration Policy, Elected Members failure to attend a prescribed activity without a lawful, and reasonable excuse, including travel costs, activity costs, and accommodation costs. Such costs are generally recovered by way of deduction from an Elected Members monthly allowance, however Council may undertake other steps to ensure its costs are recovered in full.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

EXECUTIVE REPORTS

ITEM NUMBER	14.2
TITLE	Mayor's Report
AUTHOR	Daniele Piga, Governance Officer

RECOMMENDATION

That Council receives and notes the Mayor's Report.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Mayor undertakes range of official duties on behalf of Council. This report outlines the Mayor's activities and undertaking since Council's last Ordinary Meeting on 23 October 2024.

ISSUES/OPTIONS/SWOT

A summary of the Mayor's undertakings is as follows:

- Finance and Infrastructure Committee Meeting – 25 September 2024;
- Wugularr Local Authority Meeting – 07 October 2024;
- Manyallaluk Local Authority Meeting – 07 October 2024;
- Barunga Local Authority Meeting – 08 October 2024; and
- Bulman Local Authority Meeting – 10 October 2024.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

EXECUTIVE REPORTS



ITEM NUMBER	14.3
TITLE	Chief Executive Officer's Report
AUTHOR	David Hurst, Chief Executive Officer

RECOMMENDATION

That Council receives and notes the Chief Executive Officer's Report.

KEY OUTCOME AREA

Economic Development: Foster strengthening and growing jobs, industries, and investment attraction.

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

An overview of the Chief Executive officer's undertakings since council's last ordinary meeting on 23 October 2024 is supplied to council below.

ISSUES/OPTIONS/SWOT

Key Activities and undertakings of the Acting Chief Executive Officer since Council's last Ordinary Meeting include:

- **Jilkmिंगgan, Mataranka and Robinson River Local Authority Meetings**
05 and 11 November 2024 (Robinson River Local Authority Meeting was cancelled)
- **Audit and Risk Committee Meeting**
13 November 2024
- **Finance and Infrastructure Committee Meeting**
27 November 2024
- **Meeting with Northern Land Council (NLC) Chairman**
22 November 2024
 - Meeting with Dorelle ANDERSON, Regional Executive Director Department of Housing, Local Government and Community Development.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

CORPORATE SERVICES AND SUSTAINABILITY DIVISIONAL REPORT

ITEM NUMBER	15.1
TITLE	Adoption of Annual Report including Audited Financial Statements
AUTHOR	Cristian Coman, Manager Corporate Compliance

RECOMMENDATION

That Council, in accordance with Chapter 14 of the *Local Government Act 2019* (the Act), formally adopts the Annual Report and all content therein, with edits, as a true and accurate record of:

- (a) Its audited Annual Financial Statement (in accordance with ss 207, 208, 291 (1) of the Act);
- (b) Its assessed performance against its stated goals as outlined in its Regional Plan; and
- (c) All other reportable obligations according to applicable law.

for the 2023-2024 Financial Year; and

Directs the Chief Executive Officer to supply the Annual Report to the Minister for Local Government.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

Council is required by law to, by no later than 15 November, compile and adopt a formal Annual Report for its preceding financial year on its activities and undertakings, and this must include an independently audited Annual Financial Statement.

ISSUES/OPTIONS/SWOT

The draft Annual Report (the Report) is tabled for Council's consideration and formal adoption. The audited Annual Financial Statement is presented in a separately by Council's auditors.

The Report is not attached to the agenda due to the size of the document and will be presented to Councillors as a separate attachment for review and adoption at the Ordinary Meeting of Council.

If Council is satisfied with the contents therein, it is requested to formally, adopt the complete Annual Report (inclusive of its audited Annual Financial Statement) via Resolution.

This Report will be presented to the Minister for Local Government in accordance with Section 290 (1) of the *Local Government Act 2019*.

This Report will be published on Council's website, and printed in hard copy, to be made available for public inspection and purchase.

As part of the audit process pertaining to the audited Annual Financial Statement, Council's auditors shall provide a Management Report outlining their findings, risks, concerns, and recommended remedial action(s) for management.

This Management Report is a Confidential Report and shall be tabled and provided to:

- (1) Council, at its upcoming Ordinary Meeting on 04 December 2024; and
- (2) The Audit and Risk Committee, for its review, at its next Meeting on 19 February 2025.

FINANCIAL CONSIDERATIONS

Not Applicable

ATTACHMENTS

Nil.

CORPORATE SERVICES AND SUSTAINABILITY DIVISIONAL REPORT

ITEM NUMBER	15.2
TITLE	Policy Review
AUTHOR	Cristian Coman, Manager Corporate Compliance

RECOMMENDATION

That Council adopts the revised GOV004 Cultural Business Policy.

KEY OUTCOME AREA

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

Policy review forms part of Council's ongoing compliance and governance operations.

ISSUES/OPTIONS/SWOT

The revised GOV004 Cultural Business Policy has been amended to reflect Council's current Organisational Structure, and operational requirements, consistency with existing policy, and has been developed in consultation with Council's Aboriginal Community Liaison Officers (ACLOs).

Policy review is ongoing and whilst there are several other policies currently under review and development, no further policies are as yet finalised and ready to be put to Council for adoption.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

1. GOV004 Cultural Business Policy [15.2.1 - 4 pages]

Roper Gulf Regional Council



GOV004 Cultural Business Policy

1. POLICY CERTIFICATION

Policy title:	Cultural Business Policy
Policy number:	GOV004
Category:	Policy
Classification:	Human Resources
Status:	Approved

2. PURPOSE

Cultural Business is any ceremonial ritual practiced for grieving the loss of a relative or other ‘traditional’ ceremonial activities. The Roper Gulf Regional Council (RGRC) recognises the importance of cultural business and has developed a policy to ensure that obligated Council staff are able to participate in the traditional activities of cultural business whilst ensuring that the delivery of services within the community continue uninterrupted.

3. ORGANISATIONAL SCOPE

This policy and procedure reflects the preferred practice of the Roper Gulf Regional Council and provides a guide to the application and management of service delivery during a specified cultural business period and a staff member’s use of accrued leave or leave without pay.

The Policy ensures that Council services continue uninterrupted by cultural business. The level of service delivery maintained in the community during cultural business is determined by the Chief Executive Officer (CEO) after consultation with the Council Service Manager (CSM), Operations Manager (OM) and General Manager Council Services and Community Engagement (GMCSE). Community members may approach the CSM or OM for advice on the level of services to continue during the cultural business period.

Funerals can involve entire communities, and the expression of grief should not be influenced by external parties.

Three (3) leave options exist for staff to enable them to observe cultural duties:

1. Compassionate Leave,
2. Annual Leave and
3. Leave without Pay.

4. POLICY STATEMENT

The Council recognises and respects the cultural significance associated with ceremonial ritual. Employees who are adherent to Aboriginal culture and who practice Aboriginal spiritual beliefs shall be offered a reasonable opportunity to follow and practice the requirements of that cultural or spiritual belief.

5. DEFINITIONS

CEO	Chief Executive Officer.
-----	--------------------------

Roper Gulf Regional Council



GOV004 Cultural Business Policy

CSM	Council Service Manager
GMCSE	General Manager Council Services and Community Engagement
OM	Operations Manager
SLT	Strategic Leadership Team
Cultural Business	The ceremonial rituals relating to burials; coming of age; and discipline. Some cultural business such as funerals is referred to as 'sorry business'.
Governance Structure	Governance Structure includes the RGRGs elected Council members and Local Authority Members

6. PRINCIPLES

6.1 Notification of Cultural Business

A community Elder is required to notify the CSM, OM, GMCSE or CEO of a cultural business event. The Elder must provide notification immediately or as soon as practicable so as to ensure that alternative service delivery operations can be put into place and that Council and other agencies or organisations can be notified of an intended cultural business event.

6.2 Level of Essential Service Delivery to be maintained during Cultural Business.

The level of Service Delivery is determined by the CEO after consultation with the OM, and input from a community Elder. Various levels of service delivery can be applied depending on the community request for changes to the daily operations.

6.3 Staff Leave

The Council Services Manager or *immediate supervisor* is responsible for facilitating the leave management process in accordance with this policy.

A staff member is eligible to access Compassionate Leave; Annual Leave or Leave Without Pay. All leave may be utilised for cultural business subject to the provision of:

- at least one (1) days notice by completion of a leave form.
- Approval from the Operations Manager, General Manager Council Services and Community Engagement, or CEO.
- reasonable evidence as to the nature of the activity/ceremony the staff member wishes to attend

Three (3) leave options exist for staff to enable them to observe cultural duties: Compassionate Leave, Annual Leave and Leave without Pay.

Compassionate Leave is specifically related to the death of an immediate family or household member.

Roper Gulf Regional Council



GOV004 Cultural Business Policy

The Employee is entitled to use up to five (5) days as non-cumulative paid Compassionate Leave per occasion if a member of the Employee’s immediate family or household dies.

Employees may request approval for additional unpaid leave for the purpose of Compassionate Leave.

Annual Leave can be taken if sufficient leave has been accrued. In the event that sufficient leave has not been accrued, an employee may apply for Leave Without Pay.

Leave Without pay is considered on a case by case basis and approved in accordance with Council's Leave Policy and Organisational Delegations Manual (Non-Financial).

6.4 Responsibility of Staff Member

All staff are expected to manage their cultural leave in accordance with this policy and provide notice of the intended leave to ensure that replacement staff or alternative service delivery conditions can be applied and the entire community can be notified of any changes to services within the community.

6.5 The Human Resources Unit

The Human Resources Unit is responsible for the development and continuous improvement of this procedure along with consultation, education and awareness of Council staff, community and the governance structure of its requirements.

6.6 Further Assistance

Management and staff may seek further advice from:

- Their immediate supervisor
- The designated HR officer/coordinator for their area.
- The Human Resources Unit
- The Corporate Compliance Unit

7. REFERENCES	
Acknowledgements	• University of South Australia, Cultural Leave Procedure
Related Policies	• HR011 Leave Policy
Related Publications	Local Government Act 2019

8. DOCUMENT CONTROL	
Policy number	GOV004
Policy Owner	HR Manager
Endorsed by	Council
Date approved	23 August 2017
Revisions	04 December 2024 OMC
Amendments	Complete re-write to replace all previous policy versions

Roper Gulf Regional Council



GOV004 Cultural Business Policy

Next revision due	June 2028
--------------------------	------------------

9. CONTACT PERSON

Contact Person
Contact number

Human Resources Manager
(08) 8972 9012

CORPORATE SERVICES AND SUSTAINABILITY DIVISIONAL REPORT

ITEM NUMBER	15.3
TITLE	Local Authority Projects Update
AUTHOR	Puspa Karki, Executive Support Coordinator

RECOMMENDATION

That Council receives and notes the Local Authority Projects Update Report.

KEY OUTCOME AREA

Environment: Protect and care for the physical environment, including developing and maintenance of clean and environmentally focused communities.

Wellbeing: Contribute to the wellbeing of residents individually and communities as a whole; by fostering increased participation in community activities, education, healthy lifestyles, and a safe living environment.

Infrastructure: Support building and maintaining community infrastructure which positively contributes to resident needs and aspirations.

BACKGROUND

The purpose of Local Authority Project Funding is to encourage the continued development of local authorities and their respective communities through the provision of funding to undertake priority community projects that are in line with these guidelines.

Objectives

The objectives of the program are to:

- Assist in building stronger communities and assist community priority projects as recommended by local authorities;
- Assist local governing bodies and the constituent communities they represent to become stronger and self-sustaining;
- Assist in the provision of quality community infrastructure that facilitates community activity and integration; and
- Assist in developing local government capacity to provide legitimate representation, effective governance, improved service delivery and sustainable development.

Local Authority Project Approvals

Individual local authorities must formally resolve each initiative this funding will be used for. A copy of this resolution is to be recorded in the minutes of the relevant local authority meeting.

At each local authority meeting, a report is to be submitted detailing the total amount of funding available and spent on local authority projects under this program in each financial year.

The report is to include details and amount spent on each project of the relevant local authority for which funding has been provided.

ISSUES/OPTIONS/SWOT

- Please refer to the attached LA funding report as at 30 November 2024.
- Pool and Tiles rectification project completed at Borroloola.
- Mowers and snippers delivered to Bulman.
- Solar lighting and Seating projects at old workshop in Numbulwar are now complete.

FINANCIAL CONSIDERATIONS

NIL.

ATTACHMENTS

1. LA Projects 30 11 2024 (1) [15.3.1 - 15 pages]

**Summary Local Authority Projects
30 November 2024**

	Funds Received from Department & Council	Funds Allocated by Local Authorities	Surplus/(Deficit) from completed projects	Remaining Unallocated funds
Barunga	\$ 473,539.00 \$	485,645.99 \$	37,215.44 \$	25,108.45
Wugularr	\$ 679,821.00 \$	554,793.10 \$	(78,124.25) \$	46,903.65
Borrooloola	\$ 1,175,208.00 \$	1,090,063.49 \$	22,695.49 \$	107,840.00
Bulman/Weemol	\$ 372,840.00 \$	426,370.49 \$	68,820.44 \$	15,289.95
Hodgson Downs	\$ 722,340.00 \$	625,140.00 \$	67,240.00 \$	164,440.00
Jilkminggan	\$ 436,231.00 \$	399,770.00 \$	26,222.58 \$	62,683.58
Manyallaluk	\$ 158,878.00 \$	173,009.24 \$	14,131.24 \$	-
Mataranka	\$ 472,163.00 \$	526,569.20 \$	53,756.76 \$	(649.44)
Ngukurr	\$ 1,360,291.00 \$	1,300,882.61 \$	6,656.37 \$	66,064.76
Numbulwar	\$ 1,227,356.00 \$	1,265,670.91 \$	36,823.09 \$	(1,491.82)
Urapunga	\$ 96,400.00 \$	48,800.00 \$	(4,838.60) \$	42,761.40
Robinson River	\$ 130,000.00 \$	97,500.00 \$	5,459 \$	37,959.09
	\$ 7,175,067.00 \$	6,896,715.03 \$	250,598.56 \$	528,950.53

Project Expenditure	Funds Received from Department	Funds Expended	Unexpended
Barunga	\$ 473,539.00 \$	401,136.88 \$	72,402.12
Wugularr	\$ 679,821.00 \$	560,450.46 \$	119,370.54
Borrooloola	\$ 1,103,731.00 \$	709,947.24 \$	393,783.76
Bulman/Weemol	\$ 340,259.00 \$	287,565.46 \$	52,693.54
Hodgson Downs	\$ 722,340.00 \$	518,900.04 \$	203,439.96
Jilkminggan	\$ 436,231.00 \$	323,547.42 \$	112,683.58
Manyallaluk	\$ 121,878.00 \$	80,484.42 \$	41,393.58
Mataranka	\$ 472,163.00 \$	321,156.44 \$	151,006.56
Ngukurr	\$ 1,360,291.00 \$	895,845.77 \$	464,445.23
Numbulwar	\$ 1,227,356.00 \$	710,911.25 \$	516,444.75
Urapunga	\$ 96,400.00 \$	34,949.51 \$	61,450.49
Robinson River	\$ 130,000.00 \$	36,869.37 \$	93,130.63
	\$ 7,034,009.00 \$	4,881,764.26 \$	2,282,244.74

	Remaining Unallocated funds	2023-2024 Fund
Barunga	\$ 25,108.45	\$53,700 expiry 30 June 2026
Wugularr	\$ 46,903.65	\$75,500 expiry 30 June 2026
Borrooloola	\$ 107,840.00	\$129,800 expiry 30 June 2026
Bulman/Weemol	\$ 15,289.95	\$41,400 expiry 30 June 2026
Hodgson Downs	\$ 164,440.00	\$86,100 expiry 30 June 2026
Jilkminggan	\$ 62,683.58	\$45,100 expiry 30 June 2026
Manyallaluk	\$ -	\$12,900 expiry 30 June 2026
Mataranka	\$ (649.44)	\$52,400 expiry 30 June 2026
Ngukurr	\$ 66,064.76	\$169,200 expiry 30 June 2026
Numbulwar	\$ (1,491.82)	\$158,800 expiry 30 June 2026
Urapunga	\$ 42,761.40	\$18,800 expiry 30 June 2026
Robinson River	\$ 37,959.09	\$32,500 expiry 30 June 2026

Barunga Local Authority Project Funding				30 November 2024	
Funding Received from Department		\$	473,539.00		
Funds Allocated by Local Authorities		\$	485,645.99		
Surplus/(Deficit) from completed projects		\$	37,215.44		
Remaining Unallocated funds		\$	25,108.45		
Date Approved	Project ID	Projects	Project Budget	Actual Expenditure	Project Status
3/04/2024	PR87	Purchase of Portable toilet	\$ 21,793.67		On 03/04/2024 LA decided to allocate remaining \$21,793.67 towards purchase of portable toilet with trailer. <i>Quotation request ongoing.</i> PO raised. Order received, awaiting delivery to community.
7/9/2024		Trees at the football Oval	\$ 1,000.00		On 09/07/2024 LA allocated 1K to put trees at football oval. Need confirmation from LA on types of trees and location.
7/9/2024		Replacement of oval sign and raise both existing signs.	\$ 2,000.00		On 09/07/2024 LA allocated 2K to get new additional sign and raise existing sign. CSM to organise after location confirmation from LA. On 8/10/2024 LA requested to replace damaged oval sign and raise both oval signs and decided not to purchase third oval sign.
10/8/2024		Cemetery lights	\$ 2,500.00		LA allocated 2.5K towards cemetery lights.
10/8/2024		Fencing of Solar panels at pump	\$ 20,000.00		LA allocated 20k towards fencing of solar panels at pump behind the cemetery. Quotation request ongoing.
10/8/2024		Community Event	\$ 3,000.00	\$ 3,000.00	LA allocated 3k towards community event. <i>Payment made to Arnhem Crows sporting association on 10/10/2024.</i> Completed.
Total for current projects in progress		\$ 47,293.67	\$ -		
Total for Completed Projects		\$ 438,352.32	\$ 401,136.88		
Grand Total		\$ 485,645.99	\$ 401,136.88		

Wugularr Local Authority Project Funding		30 November 2024
Funding Received from Department	\$	679,821.00
Funds Allocated by Local Authority Members	\$	554,793.10
Surplus/(Deficit) from completed projects	\$	(78,124.25)
Remaining Unallocated Funds	\$	46,903.65

Date Approved Project ID	Projects	Project Budget	Actual Expenditure	Project Status
9/08/2021 1213821	Catering for community events	\$ 3,000.00	\$ 1,328.83	<i>CSM notified.</i>
27/11/2023 PR114	Ablution block-Upgrade	\$ 28,081.50		Allocated towards upgrade of ablution block. Awaiting S19 approval. Quotation received for lights, awaiting LA confirmation before procurement.
24/11/2023 PR089	Speed bumps	\$ 20,000.00	\$ 7,285.78	<i>Allocated towards purchase and installation of 5X speed bumps. Quotation request ongoing.</i> PO raised for speed bumps. Under procurement stage. Awaiting on roads project and filling potholes before proceeding.
10/7/2024	Purchase of sports and rec equipments	\$ 5,000.00		<i>LA allocated 5K towards purchase of sports and rec equipments.</i>
10/7/2024	Wugularr Cemetery Arch	\$ 25,000.00		<i>LA allocated 25K towards purchase of Arch.</i>
	Total for Current projects	\$ 86,081.50	\$ 12,210.61	
	Total for Completed projects	\$ 468,711.60	\$ 548,239.85	
	Grand Total	\$ 554,793.10	\$ 560,450.46	

Borroloola Local Authority Project Funding		30 November 2024
Funds Received from Department	\$	1,103,731.00
Funds allocated from Council	\$	71,477.00
		<u>\$ 1,175,208.00</u>
Funds Allocated to projects by Local Authority Members	\$	1,090,063.49
Surplus/(Deficit) from completed projects	\$	22,695.49
Remaining Unallocated funds	\$	107,840.00

Date Approved Project ID	Projects	Project Budget	Actual Expenditure	Project Status
6/2/2020 1313822 PR9	Replace Toilet Block at Airport	\$ 428,464.49	\$ 117,561.38	<p><i>Commenced - Funded allocated \$ 130,580 on 6.12.18. A further \$ 140,000 on 6.2.2020. \$ 17746.45 allocated 8.10.2020 . Construction contract signed. Works have begun. Underground plumbing complete. Request for tender paperwork in progress. Undergoing consult with AWS for hydraulics. Tender documentation is currently underway, AWS to undertake project management. Tender documentation released through Tenderlink & Local Buy on 14/08/2024. Received no responses - looking to negotiate with Pureablue directly & gain Building permit - PO raised for Building permit application.</i></p>
9/02/2023 PR38	Tamarind Park Power supply	\$ 129,831.00	\$ 83,313.35	<p><i>On 9/02/2023 LA allocated \$129,831 to install power supply at the Tamarind Park. Investigating Solar Lights as an option for power supply to BBQ area. Suggest putting solar lights at the memorial and a few trough the park as well. Purchased Solar lightning system and cement premix. All materials are now onsite awaiting installation. Rescoping and quoting. 1 quote obtained so far.</i></p>
	Total for current projects in progress	\$ 558,295.49	\$ 200,874.73	
	Total for Completed projects	\$ 531,768.00	\$ 509,072.51	
	Grand Total	\$ 1,090,063.49	\$ 709,947.24	

Bulman/Weemol Local Authority Project Funding				30 November 2024
Funds Received from Department		\$	340,259.00	
Allocated by Council		\$	32,581.00	
Funds allocated to projects by Local Authority Members		\$	426,370.49	
Surplus/(Deficit) from completed projects		\$	68,820.44	
Remaining unallocated funds		\$	15,289.95	
Date Approved	Projects	Project Budget	Actual Expenditure	Project Status
5/12/2018 1413806 PR6	Toilet near council office/ Community Ablution Block	\$ 144,361.59	\$ 101,377.00	<p>\$72,000 was LA allocated on 05/12/2018 and addition allocation of \$25,000 on 22/08/2019 LA meeting. The project is under planning stage. S19 License approved. PWC to be contacted for services response by 31/3/2021. Currently in Design phase to provide a final costing. 12/6/2021 Unallocated funds (\$ 47,361.59) allocated to toilet block. In procurement phase. Site visit scheduled for Feb 2nd. Project now with RGRC Assets Team. Purchased Ablution block. Projects team soon to start tender documents. AWS preparing services designs.</p> <p>S19 approved. Awaiting AAPA clearance. AAPA certified. Now this project will need to go for public quotation for installation after completion of hydraulic plans. AWS undertaking tender documentation and projects management. Tender documentation complete and with RGRC for review. Awaiting SSP's prior to tender readiness 31/08/24,</p> <p>Pending power and water approvals.</p>
10/10/2024	Solar light installation X3	\$ 5,000.00		LA allocated 5K towards solar light installation. 2 near the workshop and 1 near turn off.
10/10/2024	Oval goal post replacement	\$ 10,000.00		LA allocated 10k towards replacement of oval goal post.
10/10/2024	Mower and Whipper snipper	\$ 5,000.00	\$ 4,545.45	LA allocated 5K towards purchasing mower and whipper snipper. PO raised. In Procurement stage. Delivered and Completed.
10/10/2024	Christmas party	\$ 2,000.00		LA allocated 2K towards christmas party.
10/10/2024	Council office extension	\$ 10,000.00		LA allocated 10k towards Bulman council office extension.
	Total for current projects in progress	\$ 171,361.59	\$ 101,377.00	
	Total for completed projects	\$ 255,008.90	\$ 186,188.46	
	Grand total	\$ 426,370.49	\$ 287,565.46	

Hodgson Downs Local Authority Project Funding		30 November 2024
Funds received from Department		\$ 722,340.00
Funds allocated to projects by Local Authority Members		\$ 625,140.00
Surplus/(Deficit) from completed projects		\$ 67,240.00
Remaining unallocated funds		\$ 164,440.00

Project ID	Projects	Project Budget	Actual Expenditure	Project Status
6/3/2024	Steel for bin holders	\$ 4,000.00		LA allocated 4k towards steel for bin holders Complete on receiving invoice.
6/3/2024	Sports Equipments	\$ 5,000.00		LA allocated 5k towards sports equipments for Alawa Corporation
9/2/2024	Speed Bumps and Signage	\$ 30,000.00		slow down for children signs and allocated 15k towards speed bumps. On 02/09/2024 LA allocated additional 10K towards purchasing of 5X additional speedbumps and signage. Awaiting Bulk Order.
	Total projects in Progress	\$ 39,000.00	\$ -	
	Total completed projects	\$ 586,140.00	\$ 518,900.04	
	Grand Total	\$ 625,140.00	\$ 518,900.04	

Jilkmिंगgan Local Authority Project Funding				30 November 2024
Funds received from Department			\$	436,231.00
Funds allocated to projects by Local Authority Members			\$	399,770.00
Surplus/(Deficit) from completed projects			\$	26,222.58
Unallocated remaining funds			\$	62,683.58
Date Approved Project ID	Projects	Project Budget	Actual Expenditure	Project Status
8/28/2024	Jilkmिंगgan-S19 Sports Centre	\$ 20,000.00		On 28/08/2024 OMC allocated \$20k from unallocated funds towards this new project. S19 application submitted.
11/5/2024	Australia day festivities	\$ 10,000.00		On 05/11/2024 LA allocated 10k towards Australia day festivities.
11/5/2024	NAIDOC week festivities	\$ 10,000.00		On 05/11/2024 LA allocated 10k towards NAIDOC week festivities.
11/5/2024	Christmas festivities	\$ 10,000.00		On 05/11/2024 LA allocated 10k towards Christmas festivities. POs raised.
Total for current projects in progress		\$ 50,000.00	\$	-
Total for completed projects		\$ 349,770.00	\$	323,547.42
Grand Total		\$ 399,770.00	\$	323,547.42

Manyallaluk Local Authority Project Funding				30 November 2024	
Funds Received from Department		\$	121,878.00		
Funds from Council		\$	37,000.00	allocated OMC 28/08/2024	
		\$	158,878.00		
Funds allocated to projects by Local Authority Members		\$	173,009.24		
Surplus/(Deficit) from completed projects		\$	14,131.24		
Remaining Unallocated funds		\$	-		
Date Approved	Project ID	Projects	Project Budget	Actual Expenditure	Project Status
3/04/2023	PR057	Fencing at Top Cemetery	\$ 78,393.58		<p><i>On 03/04/2023, LA provisionally allocated remaining funding(\$28,264.70) towards purchasing and installing mesh fence at the bottom cemetery. Officially allocated on OMC 27/04/2023. Quotation requests ongoing. Quotations sort are over budget. 15/01/24 LA reallocated from bottom cemetery to Top cemetery. Quotes obtained are higher than allocation. Recommendation included in OMC report for resolution. On 28/08/2024 OMC decided to use 28264.70 towards AAPA clearance for this project, allocated remaining 13,128.88 from unallocated funds towards it and also allocated extra 37k from the council funds to this project. Quotation request onging.</i></p>
		Total for current projects in progress	\$ 78,393.58	\$ -	
		Total for completed projects	\$ 94,615.66	\$ 80,484.42	
		Grand Total	\$ 173,009.24	\$ 80,484.42	

Mataranka Local Authority Project Funding		30 November 2024
Funding received from Department	\$	472,163.00
Funds allocated to projects by Local Authority Members	\$	526,569.20
Surplus/(Deficit) from completed projects	\$	53,756.76
Remaining Unallocated Funds	\$	(649.44)

Date Approved Project ID	Projects	Project Budget	Actual Expenditure	Project Status
11/5/2024	Walkway construction with lighting	\$ 51,656.00		On 05/11/2024 LA allocated \$51,656 towards construction of walkway with lightning from part towards Mulggan Camp.
10/23/2024	Mulggan Camp Project	\$ 100,000.00		On 23/10/2024 OMC allocated \$100K towards Mglggan camp beautification and amenity.
	Total for current projects in progress	\$ 151,656.00	\$ -	
	Total for completed projects	\$ 374,913.20	\$ 321,156.44	
	Grand Total	\$ 526,569.20	\$ 321,156.44	

Ngukurr Local Authority Project Funding				30 November 2024	
Funds received from Department			\$	1,360,291.00	
Funds allocated to projects by Local Authority Members			\$	1,300,882.61	
Surplus/(Deficit) from completed projects			\$	6,656.37	
Remaining Unallocated funds			\$	66,064.76	
Date Approved	Project ID	Projects	Project Budget	Actual Expenditure	Project Status
8/28/2024		Ngukurr Solar lights replacement	\$ 59,023.86		ON 28.08.2024 OMC reallocated \$59,023.86 from Sports drainage project to solar lights replacement project. Quotation request ongoing. In Procurement Stage.
24/06/2021 PR43		Town Beautification Project	\$ 165,156.61		Initial scoping has identified the need for a S19 lease on the proposed site of the new park. Section 19 submitted. Block spots established awaiting street light report from CSM to proceed
8/28/2024		Purchase/Installation of playground equipment	\$ 169,200.00		ON 28.08.2024 OMC reallocated \$169,200 to purchase equipment in the public area near the Gulamon Centre.
12/4/2023		Christmas celebration event	\$ 5,000.00		LA reallocated 5k from sports Court project towards christmas celebrations. Event postponed.
Total for current projects in progress			\$ 398,380.47	\$ -	
Total for completed projects			\$ 902,502.14	\$ 895,845.77	
Grand Total			\$ 1,300,882.61	\$ 895,845.77	

Numbulwar Local Authority Project Funding		30 November 2024
Funds received from Department	\$	1,227,356.00
Funds allocated to projects by Local Authority Members	\$	1,265,670.91
Surplus/(Deficit) from completed projects	\$	36,823.09
Remaining Unallocated funds	\$	(1,491.82)

Date Approved Project ID	Projects	Project Budget	Actual Expenditure	Project Status
28/08/2024 PR88	Existing Cemetery Works	\$ 422,322.27		On 28/08/2024 OMC reallocated \$85088.18 from Toilets at Airport and \$337,234.09 from Sports Precinct upgrade towards new project- Existing cemetery Works. PO raised for design & ground penetration radar.
15/09/2023 PR62	Shade structure and seatingX6	\$ 60,000.00	\$ 35,239.34	LA allocated \$60K towards 6X shade structure and seating at various parks. PO raised.
15/09/2023 PR63	Solar LightsX4-Park areas	\$ 40,000.00	\$ 15,535.00	LA allocated 40k towards one solar light in each park. PO raised.
15/09/2023 PR64	Large solar light-Top of boat ramp	\$ 15,000.00	\$ 7,050.00	LA allocated large luminious solar light at the top of boat ramp. PO raised.
15/09/2023 PR65	Solar light-old workshop at Newtown	\$ 10,000.00	\$ 5,126.36	LA allocated 10k for installing solar light at seating area of old workshop. PO raised. Completed. Awaiting final invoice.
15/09/2023 PR66	Seating-Old workshop at Newtown	\$ 10,000.00		LA allocated 10K for seating at old workshop. Expected completion on October first week. Completed. Awaiting final invoice.
15/09/2023 PR67	Large solar lightsX3- Newtown to mission area.	\$ 40,000.00	\$ 16,435.00	LA allocated 40k for installing 3 large solar lights along dirt road from newtown to mission area. PO raised.
	Total for current projects in progress	\$ 621,145.91	\$ 79,385.70	
	Total for completed projects	\$ 644,525.00	\$ 631,525.55	
	Grand Total	\$ 1,265,670.91	\$ 710,911.25	

Urapunga Local Authority Project Funding		30 November 2024
Funds received from Department	\$	96,400.00
Funds allocated to projects by Local Authority Members	\$	48,800.00
Surplus/(Deficit) from completed projects	\$	(4,838.60)
Remaining Unallocated funds	\$	42,761.40

Date Approved	Project ID	Projects	Project Budget	Actual Expenditure	Project Status
18/8/2020	PR59	Welcome Sign	\$ 10,000.00	\$ 1,310.91	Quotation and Design request ongoing. Design approved. PO raised. Sign ready for delivery. Delivered sign found to be of poor quality. New sign Ordered, awaiting delivery.
		Total for current projects in	\$ 20,000.00	\$ 1,310.91	
		Total for completed projects	\$ 28,800.00	\$ 33,638.60	
		Grand Total	\$ 48,800.00	\$ 34,949.51	

Robinson River Local Authority Project Funding		30 November 2024
Funds received from Department	\$	130,000.00
Funds allocated to projects by Local Authority Members	\$	97,500.00
Surplus/(Deficit) from completed projects	\$	5,459.09
Remaining Unallocated funds	\$	37,959.09

Date Approved	Project ID	Projects	Project Budget	Actual Expenditure	Project Status
25/10/2023	PR68	Speed Humps	\$ 5,000.00	\$ 3,703.18	LA. Official allocation OMC 25.10 PO raised. Order received, awaiting delivery to community.
	PR70	Soft ball gear	\$ 1,000.00		Official allocation OMC 25.10
	PR71	Robinson River fishing competition	\$ 2,000.00		Official allocation OMC 25.10
25/10/2023	PR72	Solar lights Installation X4	\$ 40,000.00	\$ 16,223.64	Provisionally allocated on 31.08.2023 LA. Official allocation OMC 25.10 PO raised.
25/10/2023	PR73	Signage-Road Safety	\$ 5,000.00		Official allocation OMC 25.10 Signs to be added to bulk order for other communities
25/10/2023	PR74	Bollards for the Park	\$ 10,000.00		Provisionally allocated on 31.08.2023 LA. Official allocation OMC 25.10 Project likely to cost more than budget.
25/10/2023	PR75	Basketball Equipment	\$ 500.00	\$ 901.64	Official allocation OMC 25.10 New backboards ordered, awaiting delivery to community.
25/10/2023		AFL Post Installation	\$ 10,000.00		Provisionally allocated on 31.08.2023 LA.
25/10/2023	PR77	Portable BBQ	\$ 2,000.00		Official allocation OMC 25.10 In Procurement stage
	PR78	Food for Community BBQ	\$ 500.00		Official allocation OMC 25.10
		Total for current projects in progress	\$ 76,000.00	\$ 20,828.46	
		Total for completed projects	\$ 21,500.00	\$ 16,040.91	
		Grand Total	\$ 97,500.00	\$ 36,869.37	

CORPORATE SERVICES AND SUSTAINABILITY DIVISIONAL REPORT

ITEM NUMBER	15.4
TITLE	Council Financial Report as at 26.11.2024
AUTHOR	James Sanders, Finance Manager

RECOMMENDATION

That Council receives and notes the Council's Financial Report as at 26 November 2024.

KEY OUTCOME AREA

Economic Development: Foster strengthening and growing jobs, industries, and investment attraction.

BACKGROUND

Attached are the Council's financial reports as at 26 November 2024, including:

- Balance Sheet;
- Income and expenditure report by account category with explanation on variances;
- Financial Ratio Analysis;
- Cash-at-bank Statement and 12-month graph on cash balances;
- Investment Report;
- Capital Expenditure Report;
- Accounts Receivable Age Analysis report and a summary of outstanding rates;
- Accounts Payable Age Analysis report and list of top ten payments made to suppliers.

The balance sheet has been prepared as per prevailing accounting standards, practice and in compliance with the applicable *Local Government Act 2019*.

The Income and Expenditure Report YTD November shows that the net operating position is a profit of \$510.2K inclusive of depreciation and amortisation costs. This figure represents a variance from budget of \$5.78M. Capex expenditure represents the bulk of this variance which is expected to narrow with delivery of grant related projects.

The bank balance as at 26 November is \$39.69M. Of this total bank balance, \$27M is invested in various interest earning term deposits. The total balance of untied cash after liabilities and commitments towards major projects is \$9.82M.

As per the *Local Government Act 2019*, the monthly financial reports has to be certified by the Chief Executive Officer

Chief Executive Officer's Declaration

To the Council,

I, David HURST, Chief Executive Officer of the Council, certify that to the best of my knowledge, information and belief:

- (i) the internal controls implemented by the council are appropriate: and
- (ii) the council's financial report best reflects the financial affairs of the Council

David HURST,

Chief Executive Officer
26 November 2024

ISSUES/OPTIONS/SWOT**Provision for Landfill Rehabilitation**

As per recent environmental regulations, Council's waste management operations give rise to obligations to rehabilitate certain sites. As such the liability component of the estimated future cost has to be included in the financial statement for a fair representation of Council's financial affairs.

Statement on Australian Tax Office, Payroll and any other obligations.

The reported Payroll Tax obligations were paid by the due date as required by the Tax Office. The Business Activity Statement reporting for 30 Nov 2024 will be processed prior to month end December. Furthermore, all superannuation obligations and insurance premium have been paid by the due date.

Debtors Analysis: Debtors currently sit at \$178K, current invoices make up 56% of this total with 90 day plus debtors representing an additional 35% of this figure.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

1. Financial Reports November 2024 (1) [15.4.1 - 15 pages]



Financial Reports

at 30 November 2024

The Balance Sheet – a snapshot of the organisation’s financial status at a given point in time

\$148,433,668

What we own



Assets

-

\$19,525,886

What we owe



Liabilities


=

\$128,907,782

Council's Wealth



Equity

Roper Gulf Regional Council			
Balance Sheet			
26-November-2024			
ASSETS		LIABILITIES	
Current Assets		Current Liabilities	
Cash	12,693,509	Accounts payable	-19,641
Accounts receivable	54,839	Taxes payable	159,768
(less doubtful accounts)	0	Accrued Expenses	714,203
Rates & Waste Charges Receivable	1,255,648	Provisions (Annual Leave)	2,229,943
Inventory	989,652	Contractors Retention and Deposit Bonds	226,288
Investments	27,000,000	Operating Lease	101,365
Other current assets	2,307,525	Unspent Grant and Client Funds	10,348,104
		Provision for Landfill Rehabilitation	580,227
Total Current Assets	44,301,173	Total Current Liabilities	14,340,257
		Total Current Liabilities	14,340,257
Non-current Assets		Long-term Liabilities	
Land	4,655,960	Non Current Provision (Long Service Leave)	222,957
Right of Use - Land	4,686,492	Operating Lease Expense Property	5,004,363
Buildings	38,428,355	Provision for Landfill Rehabilitation	-41,691
(less accumulated depreciation and impairment)	1,278,347	Total Long-term Liabilities	5,185,629
Fleet, Plant, Infrastructure and Equipment	61,712,412		
(less accumulated depreciation)	-22,641,393	Total Liabilities	19,525,886
Intangible Asset Acquisition(Landfill rehabilitation)	0		
Work in Progress assets	15,775,797	EQUITY	
Other non-current assets	236,524	Retained earnings	48,286,272
Total Non-current Assets	104,132,495	Asset Revaluation Reserves	80,621,510
		Roads Future Fund	0
		Total Shareholders' Equity	128,907,782
TOTAL ASSETS	148,433,668	TOTAL LIABILITIES & EQUITY	148,433,668

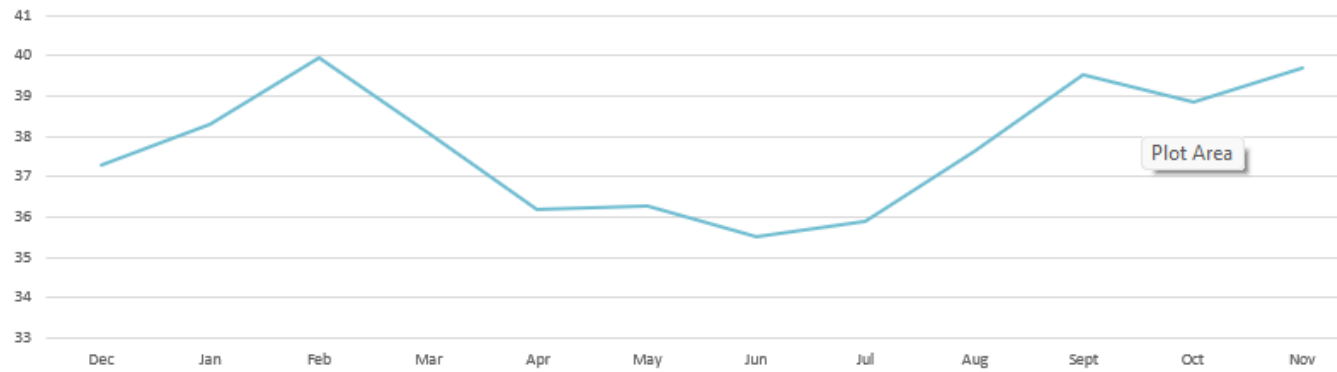
Roper Gulf Regional Council



Actual Cash at Bank as at 26 Nov 2024

Bank:	Closing Balances Nov 2024	Nov Interest Receipts
Commonwealth - Business XXXXXXXX3307	9,273,943.32	31,579.70
Commonwealth - Operating XXXXXXXX3294	124,626.05	681.60
Commonwealth - Trust XXXXXXXX3315	40,767.15	242.20
Commonwealth - Numbulwar Fuel XXXXXXXX1211	3,250,801.27	11,828.90
Term Deposits	27,000,000.00	265,000.00
Total Cash at Bank	\$39,690,137.79	\$309,332.40
Less		
Liabilities	\$19,525,886.30	
Committed Funds to Major Projects in Design and Construction phases and other capital expenditure	\$10,348,103.55	
Total Untied Cash	\$9,816,147.94	
Total Interest Earned for 2023-24 financial year	\$785,012.27	

12 Month Rolling Cash Balance Movement Nov 2024 (\$M)



Liquidity ratio Analysis

Current Ratio:

The Current ratio measures our council's ability to use its assets to generate income.

Current Assets

Current Liabilities

A Current ratio of 2:1 means the council has current untied assets of \$2 for every \$1 of current liabilities and is regarded as desirable.

The higher the current ratio, the better the capacity to meet short term financial Commitments.

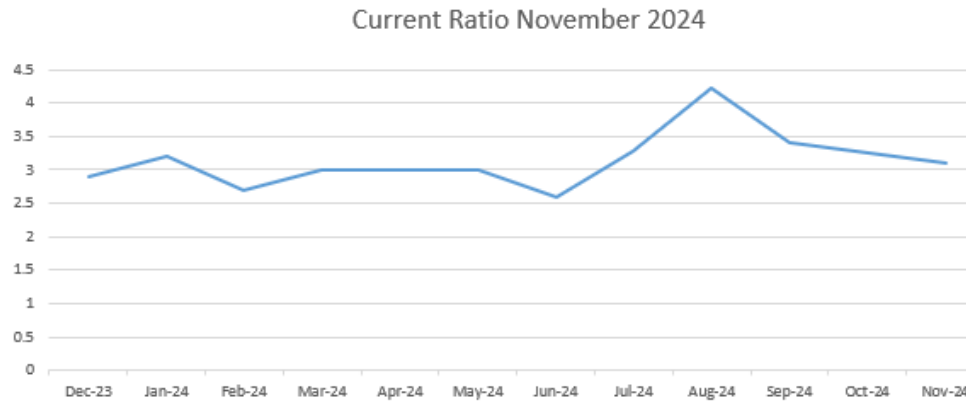
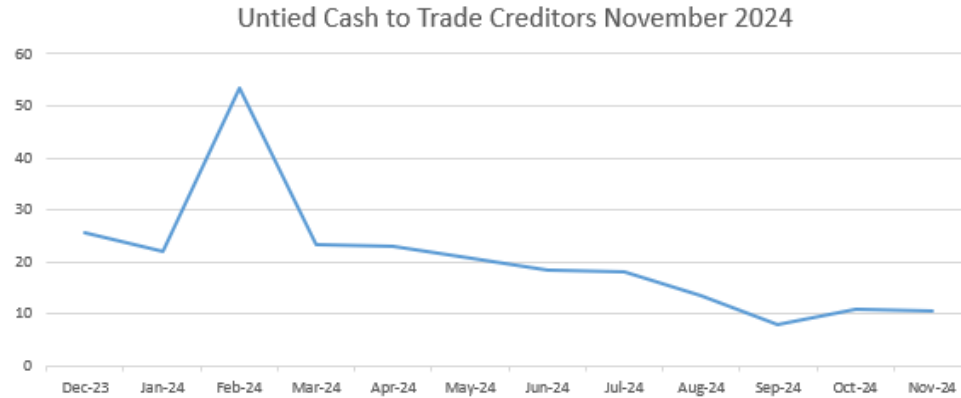
Roper Gulf Current Ratio = 3.09 : 1
Including all cash and current assets, we have nearly \$3.25 for every \$1 of Liability

Untied Cash to Creditors Ratio = 10.6 : 1
It is desirable to have at least 1:1 ratio



Liquidity Ratio Trend

The below graphs depict the progression of the Current and Untied Cash to Creditors ratio for the last twelve months



**Roper Gulf Regional Council
Investment Report
as at 30 Nov 2024**



Classification of ADI's Under policy	Authorised Deposit-taking institution	Amount	Exposure	Rating Short Term	Lodgement Date	Maturity Date	Term Days	Interest on Maturity	Interest rate
Operating Accounts	CTB - Working Capital	\$12,690,138							
Current Term Deposit Investments									
Major Bank	NAB	\$3,000,000	7.56%	A3	20/09/2024	21/03/2025	182	\$ 74,046.58	4.95%
Major Bank	NAB	\$5,000,000	12.60%	A3	15/11/2024	14/11/2025	364	\$ 254,301.37	5.10%
Regional Bank	Judo Bank	\$3,000,000	7.56%	A3	9/05/2024	4/02/2025	271	\$ 115,824.66	5.20%
Major Bank	NAB	\$4,000,000	10.08%	A1	15/02/2024	14/02/2025	365	\$ 204,000.00	5.10%
Major Bank	AMP Bank	\$3,000,000	7.56%	A2	17/07/2024	14/05/2025	301	\$ 128,646.58	5.20%
Regional Bank	Great Southern Bank	\$5,000,000	12.60%	A2	23/05/2024	23/05/2025	365	\$ 262,500.00	5.25%
Regional Bank	NAB	\$2,000,000	5.04%	A1	28/08/2024	28/08/2025	365	\$ 99,000.00	4.95%
Major Bank	AMP Bank	\$2,000,000	5.04%	A2	28/08/2024	30/06/2025	306	\$ 84,170.96	5.02%
Total cash and investments held		\$39,690,138	68.03%					\$ 1,222,490.14	

The screenshot displays the Yieldhub interface for Roper Gulf Regional Council. At the top, there are navigation tabs for Rates, Investments, Quotes, and Portfolio. A 'Welcome, James' message is visible. Below the navigation, there are various rate indicators for different terms (1M to 1Y SWAP). The main section is titled 'Curve Investments (8)' and shows a table of current investments. The table columns are: Term Deposit, Bank, Consideration, Settlement, Interest, Term, Yield, PM at Maturity, and Maturity Date. The investments listed include deposits from NAB, AMP Bank, and Judo Bank, with terms ranging from 182 to 365 days.

Term Deposit	Bank	Consideration	Settlement	Interest	Term	Yield	PM at Maturity	Maturity Date
\$5,000,000	nab	\$5,000,000	15/11/2024	\$254,301.37	364 Days	5.10%	\$5,254,301.37	14/11/2025
\$3,000,000	nab	\$3,000,000	20/09/2024	\$74,046.58	182 Days	4.95%	\$3,074,046.58	21/03/2025
\$2,000,000	AMP	\$2,000,000	28/08/2024	\$84,170.96	306 Days	5.02%	\$2,084,170.96	30/06/2025
\$2,000,000	nab	\$2,000,000	28/08/2024	\$99,000.00	365 Days	4.95%	\$2,099,000.00	28/08/2025
\$3,000,000	AMP	\$3,000,000	17/07/2024	\$128,646.58	301 Days	5.20%	\$3,128,646.58	14/05/2025
\$5,000,000	Great Southern Bank	\$5,000,000	23/05/2024	\$262,500.00	365 Days	5.25%	\$5,262,500.00	23/05/2025
\$3,000,000	Judo Bank	\$3,000,000	09/05/2024	\$115,824.66	271 Days	5.20%	\$3,115,824.66	04/02/2025
\$4,000,000	nab	\$4,000,000	15/02/2024	\$204,000.00	365 Days	5.10%	\$4,204,000.00	14/02/2025

Income & Expenditure Statement

A financial statement that summarizes the income and expenses incurred during specific period of time

Income & Reserve	-	Expenditure	=	Net Operating position
\$18,900,481		\$18,390,265		510,216



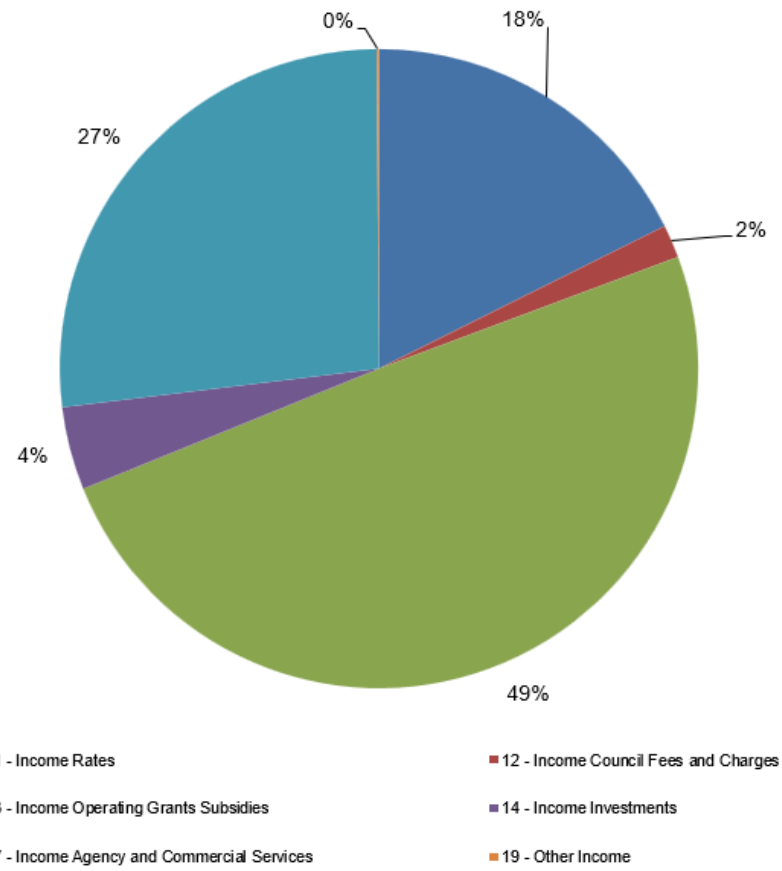
Roper Gulf Regional Council

Income & Expenditure Report as at
26-November-2024



	YTD Actual	YTD Budget	Variance	Budget 24-25
Income				
11 - Income Rates	3,293,974	1,430,340	1,863,634	3,432,815
12 - Income Council Fees and Charges	313,329	406,022	-92,693	974,453
13 - Income Operating Grants Subsidies	9,251,142	8,667,794	583,348	20,802,706
14 - Income Investments	785,012	646,250	138,762	1,551,000
17 - Income Agency and Commercial Ser	5,009,094	4,392,233	616,861	10,541,359
19 - Other Income	20,326	234,225	-213,899	562,141
Total Operating Income	18,712,477	15,776,864	2,935,612	37,864,474
Operating Expenditure				
21 - Employee Expenses	8,216,109	9,284,968	-1,068,858	22,283,922
22 - Contract and Material Expenses	3,233,398	4,645,717	-1,412,318	11,149,720
24 - Depreciation, Amortisation & Impair	2,585,096	2,912,170	-327,074	6,989,207
25 - Other Operating Expenses	3,507,486	2,017,345	1,490,142	4,841,627
26 - Other Operating Expenses	244,499	0	244,499	0
27 - Finance Expenses	5,297	54,714	-49,417	131,313
Total Expenditure	17,791,886	18,914,912	-1,123,026	45,395,789
Operating Surplus/Deficit	920,591	-3,138,048	4,058,638	-7,531,315
Capital Funding				
18 - Income Capital Grants	188,004	3,541,667	-3,353,663	8,500,000
	188,004	3,541,667	-3,353,663	8,500,000
Capital Expenditure				
53 - WIP Assets	598,379	5,679,783	-5,081,404	13,631,478
Total Capital Expenditure	598,379	5,679,783	-5,081,404	13,631,478
Net Operating Position	510,216	-5,276,164	5,786,380	-12,662,793

Income by Account Category, Year to Date



Variances in Income and Expenditure YTD November 2024

Income Rates	1,863,634	Rates Revenue posted upon invoicing measured against a YTD budget
Income Council Fees and Charges	-92,693	
Income Operating Grants Subsidies	583,348	Receipt of untied funding FAA operational and roads posted direct to income
Income Investments	138,762	Currently averaging above 5% on TD funds
Income Reimbursements	39,599	
Income Agency and Commercial Services	616,861	CDP income received.
Other Income	-213,899	Budget asset sales have not occurred to date.
Total Variance	2,935,612	
Expenditure		
Employee Expenses	-1,068,858	
Contract and Material Expenses	-1,412,318	The underspend is mostly due to delays affecting projects related expenses.
Depreciation, Amortisation & Impairment	-327,074	Depreciation expense to increase with capitalisation of significant infrastructure projects.
Other Operating Expenses	1,734,641	Insurance expenses adjusted review for unrecognised prepayments / budget variances
Finance Expenses	-49,417	Cash balances have remained positive minimising expenses.
Internal Cost Allocations	0	Should be nil
Total Variance	-1,123,026	
Capital Funding		
Income Capital Grants	-3,353,663	Minimal works performed YTD
Total Variance	-3,353,663	
Capital Expenditure		
WIP Assets	-5,081,404	Minimal works performed YTD
Total Variance	5,786,380	

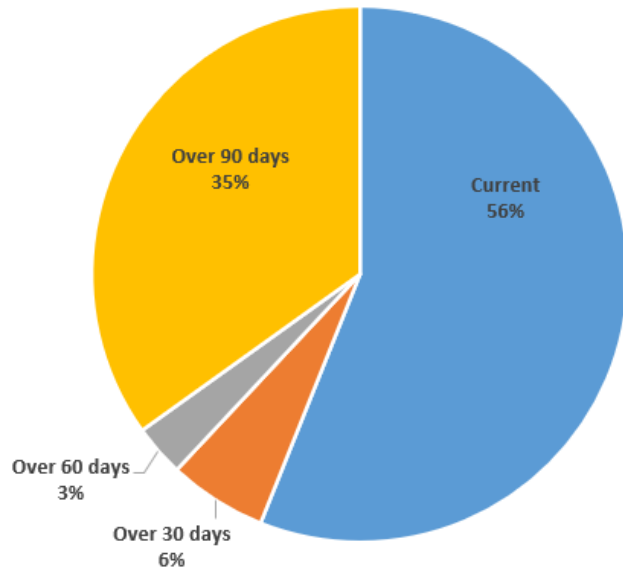
WIP Expenditure YTD November 2024

Account	Capital Expenditure	YTD Actual	YTD Budget	FY Budget
5321	Buildings	159,868.35	2,484,166.67	5,962,000.00
5331	Infrastructure	171,401.70	2,872,324.17	6,893,578.00
5341	Plant & Equipment	46,640.81	129,166.67	310,000.00
5361	Furniture	7,560.00	0.00	
5371	Vehicles	212,907.84	194,125.00	465,900.00
5381	Roads	0.00	0.00	
	Total Capex YTD	598,378.70	5,679,782.50	13,631,478.00

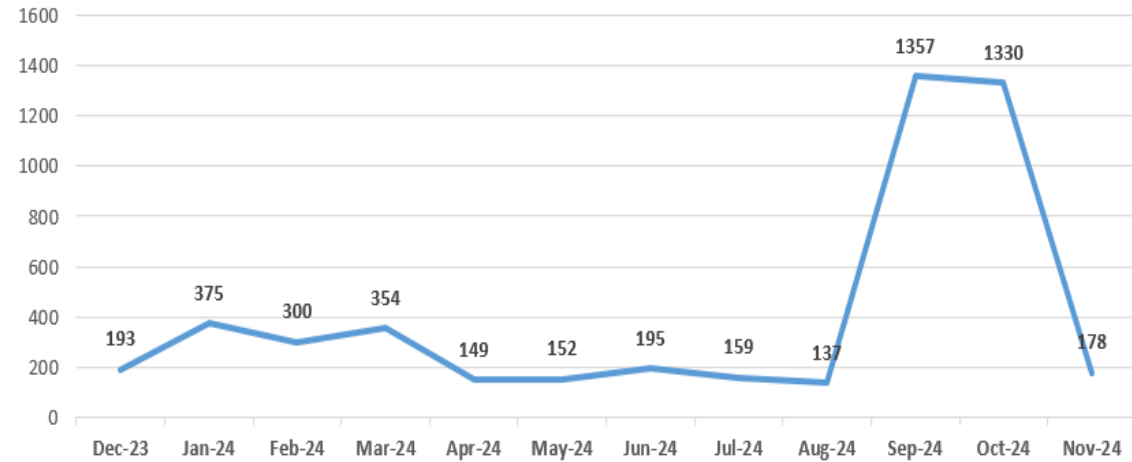
Accounts Receivable

Current	Over 30 days	Over 60 days	Over 90 days	Total
\$100,015.59	\$10,581.76	\$5,570.40	\$62,278.62	\$178,446.37
Balance after accounting for Unapplied Credits (\$0.00)				\$178,446.37

Accounts Receivable Aged Analysis - Nov 2024



Accounts Receivable Overview - Dec 2023 - Nov 2024



Rates Outstanding YTD November 2024

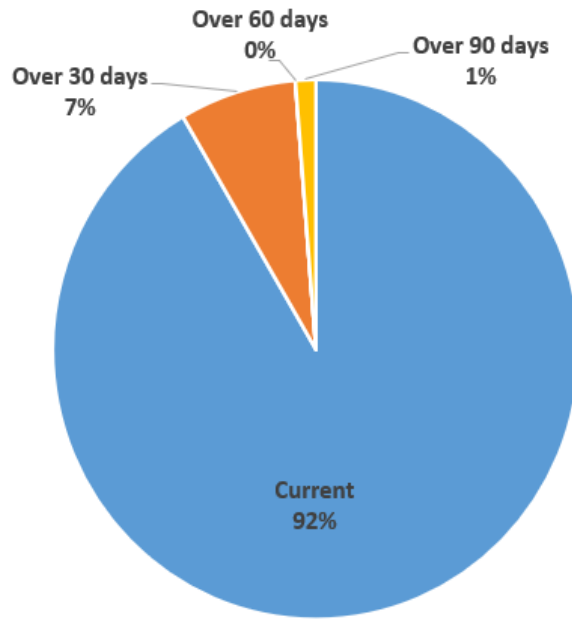
Year	Total Balance	Oustanding %
12/13 Balance	\$160.39	0.01%
13/14 Balance	\$1,084.17	0.09%
14/15 Balance	\$6,893.44	0.56%
15/16 Balance	\$5,148.60	0.42%
16/17 Balance	\$5,470.07	0.44%
17/18 Balance	\$6,732.90	0.54%
18/19 Balance	\$18,271.21	1.48%
19/20 Balance	\$31,431.56	2.54%
20/21 Balance	\$47,976.66	3.88%
21/22 Balance	\$89,531.35	7.23%
23/23 Balance	\$209,949.18	16.96%
23/24 Balance	\$321,658.83	25.99%
24/25 Balance	\$493,430.95	39.87%
Total	\$1,237,739.32	100.00%

Rates processing was migrated from the TechOne to CouncilWise financial operating system in July, balances up to and including 2023 - 2024 will in future be represented as a summed amount as uploaded into the CouncilWise operating system. Figures presented above represent a percentage allocation based on the summed total at time of upload.

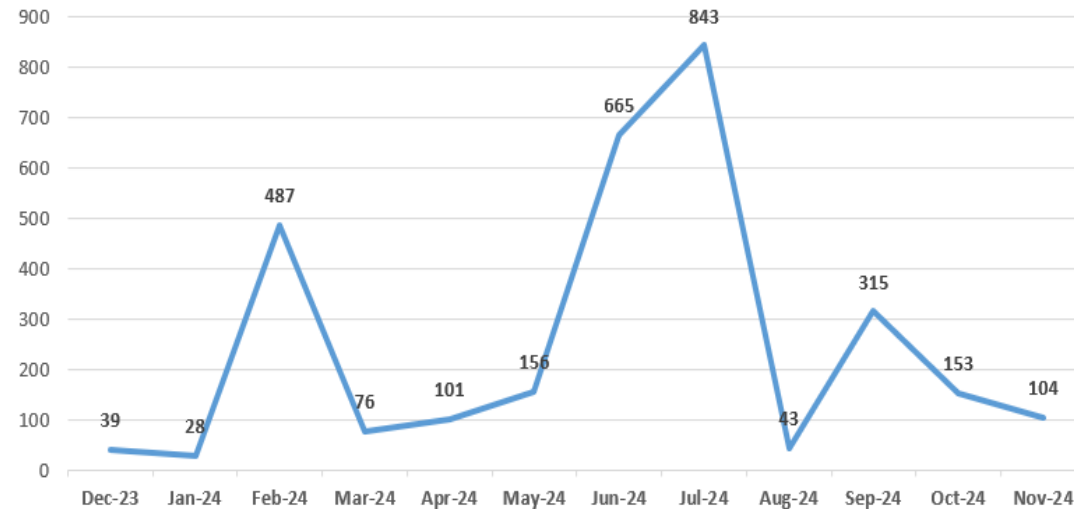
Accounts Payable

Current	Over 30 days	Over 60 days	Over 90 days	Total
\$95,121.23	\$7,452.40	\$12.83	\$1,294.13	\$103,880.59
Balance after accounting for Unapplied Debits \$0.00				\$103,880.59

Accounts Payable Aged Analysis - Nov 2024



Accounts Payable Overview - Dec 2023 - Nov 2024



Following are the details of top ten suppliers from whom invoices were received and entered during the month of November.

Acc. #	Supplier	Amount \$	Transaction Description
10019	Australian Taxation Office (ATO)	41,736.00	BAS payment - Oct 2024
10471	Bridge Toyota	61,224.64	Replacement of Hilux for written off vehicle CD18OH
10507	Alawa Aboriginal Corporation	136,170.41	CP Service Payment – Oct 2024
10745	Councilbiz	39,124.72	Telstra Migration Charges – Nov 2024
11684	HAYS Specialist Recruitment Pty Ltd	21,507.95	Recruitment Cost for Management Accountant
12770	Green Frog System Pty Ltd	34,234.20	Solar light replacement parts for communities
12781	WEX Australia Pty Ltd	52,292.13	Fuel Cards – Oct 2024
13205	Genelite Pty Ltd	28,606.60	Generator replacement - Numbulwar Aged Care
14598	Mogas Regional Pty Ltd - Ausfuel	50,482.09	Diesel & Opal stock purchase for Numbulwar
14889	GovernmentFrameworks.com inc.	22,000.00	Implementation charge of FARMER IT Software
		487,378.74	

All amounts have been paid and settled.

COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

ITEM NUMBER	16.1
TITLE	Programs Update
AUTHOR	Cristie Geer, Acting Programs Manager

RECOMMENDATION

That Council receives and notes the Programs Update Report.

KEY OUTCOME AREA

Wellbeing: Contribute to the wellbeing of residents individually and communities as a whole; by fostering increased participation in community activities, education, healthy lifestyles, and a safe living environment.

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The Program business unit includes the delivery areas of Aged Care & Disability Services, Children Services, and Community Safety. All of these programs are externally funded by bodies such as the National Indigenous Australians Agency, Northern Territory Government, the Community Child Care Restricted Fund, and the Department of Health & Aged Care. These services are critical to the life cycle and function of community.

ISSUES/OPTIONS/SWOT

All of the funded programs are currently being successfully delivered as per funding agreements and guidelines. All progress reporting is currently up to date, however with financial reports for financial year 2024 currently being sent for acquittal, it is still unknown as at the time of this report whether underspent funds can be retained.

Creche

Creche continues to be delivered successfully in line with funding agreements. Key challenges to service delivery continue to be the recruitment of suitably qualified and trained childcare workers, as under the Community Child Care Fund Restricted (CCCFR). All Creche facilities will close for the Christmas and New Year period from the 23rd December through to the 6th of January 2025

School Nutrition Program

The School Nutrition Program (SNP) continues to be delivered successfully in line with the funding agreement. The National Indigenous Australians Agency (NIAA) has extended this funding which was due to cease on 31st December 2024 and is approved to continue until 31 December 2026. As per funding guidelines, the School Nutrition Program will cease over the school holiday period and will resume in the new school year.

Outside School Hours Care

Outside School Hours Care (OHSC) continues to be delivered in line with funding agreements. Engagement from parents/carers continues to be low which negatively impacts on meeting program KPI's. Targeted activities are being designed to meet the 'My Time, Our Place' Framework, which will result in more structured delivery for staff and an improved educational environment for children.

Community Night Patrol

Night Patrol continues to be delivered successfully across the region. Interaction data is still actively being recorded by Community Night Patrollers and will be available after the 15th January 2025.

Sport & Recreation

Sport & Recreation activities continue to be delivered successfully and in line with the National Indigenous Australians Agency funding agreement. Council is still negotiating a new funding agreement and delivery of remote sports with the Northern Territory Government, Department of Sport and Strategic Infrastructure. It is anticipated that this funding will be granted in early 2025.

The development of school holiday programs is currently underway in consultation with the community-based teams and will be published on the Roper Gulf Regional Council website and posted on community notice boards prior to the end of the school term.

Youth Reconnect

The Youth Reconnect program continues to be delivered in line with funding requirements. This funding is due to cease on 31st December 2024. Council is in consultation with the National Indigenous Australians Agency to enter into a new agreement for 2025.

Indigenous Broadcasting

The Indigenous Broadcasting program continues to be delivered successfully in line with the funding agreement in the communities of Barunga and Ngukurr. Ongoing challenges in delivery in Bulman, Numbulwar and Wugular continue with the unsuccessful recruitment of these roles to date.

Libraries

Library services continue to operate in line with community need and funding requirements. During the period 1 July to 30 September 2024, a total of 2,031 individuals visited the four Library locations across the region, however this will likely decrease with the wet season approaching and the lack of visitors in the tourism off-season.

AOD Education

This program continues to be delivered in line with the funding agreement, focusing on supporting programs such as Night Patrol and Sport & Rec, which are aimed at mitigating antisocial behaviours.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

ITEM NUMBER	16.2
TITLE	Aged and Disability Care - Indigenous Employment Initiative Program – 4-K4CGN52;
AUTHOR	Cristie Geer, Acting Programs Manager

RECOMMENDATION

That Council:

- (a) receives and notes the new funding agreement for Aged and Disability Care's- Indigenous Employment Initiative Program – 4-K4CGN52;
- (b) approves the Chief Executive Officer to sign the 2024-2026 Indigenous Employment Initiative Funding Agreement with a total grant amount of \$1,081,988.96 excluding GST
- (c) approves the use of the common seal on the funding agreement documents.

KEY OUTCOME AREA

Wellbeing: Contribute to the wellbeing of residents individually and communities as a whole; by fostering increased participation in community activities, education, healthy lifestyles, and a safe living environment.

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

Council has held agreements in place with the Commonwealth Department of Health and Aged Care to fund the culturally safe and trauma informed aged care services across a number of communities in the region. This funding provides local community staff with training, support and employment in entry level aged care positions. The previous agreement ended on 31 September 2024. This agreement was scheduled to begin on 1st October 2024.

ISSUES/OPTIONS/SWOT

Nil.

FINANCIAL CONSIDERATIONS

The Department of Health and Aged Care – Indigenous Employment Initiative funding will provide further funding for 2024-2026 to a total of \$1,081,988.96 excluding GST.

ATTACHMENTS

1. P 5335 - Roper Gulf Regional Council - 4- K 4 CG N 35 - Cover Letter [**16.2.1** - 2 pages]
2. P 5335 - Roper Gulf Regional Council - 4- K 4 CG N 35 - Standard Grant Agreement [**16.2.2** - 12 pages]
3. P 5335 - Roper Gulf Regional Council - 4- K 4 CG N 35 - Standard Grant Conditions [**16.2.3** - 9 pages]
4. P 5335 - Roper Gulf Regional Council - 4- K 4 CG N 35 - Supplementary Terms [**16.2.4** - 15 pages]



Australian Government

Department of Health and Aged Care

Mr Marc Gardner
Roper Gulf Regional Council
PO Box 1321
KATHERINE NT 0850
grants.ropergulf@ropergulf.nt.gov.au

Dear Mr Gardner

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see **Item D – Payment of the Grant.**

This letter, the enclosed document titled *Commonwealth Standard Grant Agreement*, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be printed and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

To accept this offer and enter into an agreement with the Commonwealth, represented by Department of Health and Aged Care, ABN 83 605 426 759 in relation to the Grant, please sign the attached Grant Agreement and return the signed copy within twenty (20) business days from 12 November 2024 to the address below, otherwise this offer will lapse.

doh.transitions@communitygrants.gov.au

When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

Commonwealth Grant Agreement Cover Letter – 2022

Page 1 of 2

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

If you have any questions about this offer, please email NSWACTperformanceHealth@communitygrants.gov.au.

Yours sincerely

A handwritten signature in black ink, appearing to read 'G. Karasoulos', with a long horizontal flourish extending to the right.

George Karasoulos
Assistant Director, Health Transitions CoE
Health Grants Branch
Community Grants Hub
12 November 2024

OFFICIAL



Australian Government

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

OFFICIAL

OFFICIAL

Grant Agreement

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

Parties to this Agreement

The Grantee

The Commonwealth

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

Background

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

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

OFFICIAL

OFFICIAL

Scope of this Agreement

This Agreement comprises:

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

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

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

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

OFFICIAL

OFFICIAL

Grant Details

A. Purpose of the Grant

The purpose of the Grant is to:

The purpose of the Indigenous Employment Initiative (IEI) grant opportunity is to create employment opportunities for Aboriginal and Torres Strait Islander people and provide culturally appropriate aged care to older Aboriginal and Torres Strait Islander people through a suitably skilled workforce.

The IEI Program contributes to the Australian Government's Closing the Gap targets and workforce target in the First Nations Health Workforce Strategic Plan by employing and training Aboriginal and Torres Strait Islander people in their regional and remote communities in entry level aged care positions.

The objectives of the grant opportunity are to:

ensure that Aboriginal and Torres Strait Islander people are offered employment and training opportunities in their regional and remote communities in entry level aged care positions

provide training programs to develop an Aboriginal and Torres Strait Islander workforce that will provide high quality services and meet community need

provide culturally safe aged care to older Aboriginal and Torres Strait Islander people on country and/or close to home

improve the quality and access to aged care services for Aboriginal and Torres Strait Islander people

support a Aboriginal and Torres Strait Islander workforce across Australia

provide consistent and stable funding and certainty for the organisations in receipt of grant funding

contribute to the Australian Government's Closing the Gap targets by employing and training Aboriginal and Torres Strait Islander people in entry level aged care positions in their communities.

The intended outcomes of the grant opportunity are:

to ensure older Aboriginal and Torres Strait Islander people will receive culturally safe, and trauma informed aged care services delivered by First Nations people in each service location, and Aboriginal and Torres Strait Islander people receive training, support and offered employment in entry level aged care positions.

Funding for this grant opportunity is available across two streams.

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

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

OFFICIAL

Activity Title: Indigenous Employment Initiative Program

Activity ID: 4-K4CGN52

B. Activity

You must use the funds to:

ensure older Aboriginal and Torres Strait Islander people will receive culturally safe, and trauma informed aged care services delivered by Aboriginal and Torres Strait Islander people in each service location, and Aboriginal and Torres Strait Islander people receive training, support and offered employment in entry level aged care positions.

You must ensure that your organisation:

- delivers activities in accordance with the Aged Care Quality Standards, and the Quality of Care Principles
- delivers good quality, culturally safe aged care that is both acceptable to and accessible by the community
- secures and delivers culturally appropriate training for Aboriginal and Torres Strait Islander staff. Including, where a staff member has low-literacy and/or numeracy, or who require additional mentoring and support
- associated training costs for the Aboriginal and Torres Strait Islander employees, including RTO Facilitators travel and accommodation.
- provides training programs to develop a Aboriginal and Torres Strait Islander workforce that will provide high quality services and meet community need
- ensures that Aboriginal and Torres Strait Islander people are offered employment and training opportunities in their regional and remote communities in entry level aged care positions, with wages paid at the higher of the relevant award rate; or the rate being paid to other equivalent employees in your organisation.

Performance Indicators

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

Performance Indicator Description	Measure
Aboriginal and Torres Strait Islander staff employed unless prior approval has been received by the department	100% of salary unit allocation utilised and staff employed under the IEI Program are from the local community and/or identify as Aboriginal and/or Torres Strait Islander
Organisations secure culturally appropriate training for staff. Including, where a staff member has low-literacy and/or numeracy, or who require additional mentoring and support	100% of training secured is culturally appropriate and additional mentoring and support is provided to staff when required
Aboriginal and Torres Strait Islander staff are receiving appropriate training at least at Certificate I or Diploma level during their employment through the IEI program	100% of staff have received appropriate training
Actively participate in and apply the Aged Care Quality Standards and Quality of Care Principles to all aged care services delivered in either residential care, home care or respite settings	Service providers are required to meet all of the Aged Care Quality Standards and Quality of Care Principles and have procedures in place to meet these

OFFICIAL

Location Information

C. Duration of the Grant

The Activity starts on 1 October 2024 and ends on 30 June 2026, which is the **Activity Completion Date**.

The Agreement ends on 30 September 2026 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$1,081,988.96 excluding GST (if applicable).

A break down by Financial Year is below:

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

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

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

OFFICIAL

OFFICIAL

Invoicing

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

E. Reporting

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

E.1 Performance Reports

Performance Report including Income and Expenditure Statement

The Grantee is required to submit to the Commonwealth, a Performance Report including an Income and Commonwealth Standard Grant Agreement - 2024

Page 7 of 12

OFFICIAL

OFFICIAL

Expenditure Statement on a template provided, every six months during the term of the Activity in accordance with the due dates specified in Item E.

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

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

E.2 Activity Work Plan

None Specified

E.3 Financial Acquittal Reports**Financial Declaration and Non-audited Income and Expenditure Statement**

The Grantee is required to submit to the Commonwealth, a Financial Declaration, on a template provided, and a Non-audited Income and Expenditure statement within one month after the Activity Completion Date in accordance with the due dates specified at the Item E.

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

The Non-audited Income and Expenditure Statement must:

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

The Financial Declaration and Non-audited Income and Expenditure Statement must be certified by the Board, the Chief Executive Officer or an Authorised Officer of the Grantee.

E.4 Other Reports

None Specified.

OFFICIAL

OFFICIAL

OFFICIAL

Disclaimer and explanatory notes**Disclaimer**

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

Explanatory notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company incorporated under the Corporations Act 2001 (Cth)**, the signatory must be the sole director and company secretary, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the Corporations Act 2001 (Cth)**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary acting as a witness, or if your company has only one director – that director and a suitable witness, (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)** (CATSI Act), the signatories must be two directors, one director and one company secretary, or if your company has only one director – that director, as required under section 99-5 of the CATSI Act. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, or if your company has only one director – that director. For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words ‘as trustee for [name of trust]’ should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words ‘as trustee for [name of trust]’ should be included in the signature block.

OFFICIAL

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

OFFICIAL

Signatures

Executed as an Agreement

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

_____	_____
(Name of authorised representative - print)	(Signature of authorised representative)

(Position of authorised representative)	
_____	_____
(Name of witness in full - print)	(Signature of witness)
	Date/.../.....

Signed for and on behalf of Roper Gulf Regional Council, ABN 94 746 956 090 in accordance with its rules, by its representative(s) who warrant(s) that they are authorised to sign this Agreement:

_____	_____
(Name of the representative - print)	(Signature of representative)
	Date/.../.....

(Position held by the representative - print)	
_____	_____
(Name of the second representative/witness - print)	(Signature of second representative/witness)
	Date/.../.....

(Position held by second representative/witness - print)	

OFFICIAL

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the relevant grant opportunity guidelines to receive the Grant.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements

under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

6.4 The Grantee agrees to remove a subcontractor from the Activity at the reasonable request of the Commonwealth and at no additional cost to the Commonwealth.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

(a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

(b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement,

the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity Completion Date [and at least every 12 months during the term of the Activity], the Grantee agrees to provide [a] financial statement[s] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity;
- (c) then the Commonwealth may by written notice:
- (d) require the Grantee to repay that amount to the Commonwealth;
- (e) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (f) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and

(b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

(c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

(d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the

Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.

- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Supplementary Terms from the Clause Bank

1. Other contributions

Not Applicable

2. Activity budget

CB2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistently with the Activity Budget below:

Expenditure Item	Description	Grant Contributions (GST excl)	Other Contributions - Grantee (GST excl)	Other Contributions -Third parties (GST excl)	Total Cost (GST excl)
[insert reference]	[insert description of the expenditure item]	[insert amount of Grant contributed to this budget item]	[insert amount of Grantees own funds contributed to this budget item]	[insert amount of other sources of funding contributed to this budget item]	[insert total amount cost of the budget item]

3. Intellectual property in Activity Material

Not Applicable

3A. Intellectual property - research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. Access/Monitoring/Inspection

CB4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a

Commonwealth notice; and

(b) permission to inspect and take copies of any Material relevant to the Activity.

CB4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.

CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and assets

Not Applicable

6. Specified personnel

Not Applicable

7. Relevant qualifications, licences, permits, approvals or skills

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity: and

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

CB8.1 In this Agreement:

Criminal or Court Record means any record of any **Other Offence**;

Other Offence means, in relation to a person, 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;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;

- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);

Police Check means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence means:

- (a) a crime or offence involving the death of a person;
- (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;
- (c) 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; or
- (d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person means 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 for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or
- (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
- (e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

Definitions

CB9.1 In this Agreement:

Child means an individual(s) under the age of 18 years and **Children** has a similar meaning;

Child-Related Personnel means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the

Activity who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, as published by the Australian Government (available at: <https://www.childsafety.gov.au/resources/national-principles-child-safe-organisations>)

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

Working With Children Check or WWCC means the process in place pursuant to **Relevant Legislation** to screen an individual for fitness to work with **Children**.

Relevant checks and authority

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described;
- (b) ensure that Working With Children Checks obtained in accordance with this clause CB9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity; and
- (c) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses CB9.2(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

National Principles for Child Safe Organisations and other action for the safety of Children

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:

- (i) the National Principles for Child Safe Organisations;
- (ii) the Grantee's risk management strategy required by this clause CB9.3;
- (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
- (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth; and
- (g) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses CB9.3(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

CB9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause CB9.

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

Not Applicable

12. Grantee trustee of trust

Not Applicable

13. Fraud

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

(a) any Fraud in relation to the performance of the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

14. Prohibited dealings

Not Applicable

15. Anti-corruption

CB15.1 In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

(a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or

(b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

CB15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other

individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

16. Step-in rights

Not Applicable

17. Grant Administrator

CB17.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

CB17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

CB17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; an
- (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

CB17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

CB17.5 The Grantee agrees to:

- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and

(c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

CB17.6 A Grant Administrator that provides a report to the Commonwealth:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide reports under this Agreement.

CB17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

18. Management Adviser

CB18.1 If the Commonwealth issues a notice under clause 2.2, the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (Management Adviser), which may include:

- a. advising the Grantee on:
 - i. the Grantee's operations and corporate governance arrangements;
 - ii. the management of the Activity;
 - iii. the management of the Grantee's personnel;
- b. with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
- c. cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
- d. providing any other advice to the Grantee that the Commonwealth requires.

CB18.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:

- a. the proposed period of the appointment;
- b. the proposed roles and responsibilities of the Management Adviser; and
- c. if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.

CB18.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to CB18.2 to provide the Commonwealth with reasons why a

Management Adviser should not be appointed.

CB18.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.

CB18.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.

CB18.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:

a. does so independently of the Grantee; and

b. does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

CB18.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

19. Indemnities

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

20. Compliance with Legislation and policies

CB20.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

- (a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
- (b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
- (c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;
- (d) transferring to the Commonwealth or any Successor:
 - (i) Activity Material specified in the Grant Details;
 - (ii) Assets purchased with the Grant; and
 - (iii) Records maintained under clause 12.1
- (e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
- (f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;
- (g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to

above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

23. Corporate governance

CB23.1 In this Agreement:

Constitution means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
- (b) in relation to any other kind of body:
 - (i) the body's charter or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

23A. Incorporation requirement

CB23A.1 If the total value of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equals \$500,000 or more (excluding GST), and the Grantee:

- (a) is not a statutory body, or a State or Local Government; and
- (b) has not received an exemption from the incorporation requirements from the Commonwealth's Minister (or the Minister's delegate),
then
- (c) the Grantee must be, or become, incorporated in accordance with CB23A.2; and
- (d) the incorporation must occur within 6 months of the execution date of the agreement (or contract variation) that resulted in the total value of all of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equalling \$500,000 or more (excluding GST).

CB23A.2 Where clause CB23A.1 applies, the Grantee must be, or become, incorporated:

- (a) if the Grantee is an Indigenous Organisation – under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth); or

(b) if the Grantee is not an Indigenous Organisation – under the *Corporations Act 2001* (Cth).

CB23A.3 The Grantee is an Indigenous Organisation if it meets the Indigeneity requirement specified in subsection 29-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

CB23A.4 Once the Grantee is, or becomes, incorporated in accordance with this clause CB23A, it must remain so incorporated until it ceases to receive any grant funding from the Commonwealth and the Agreement expires.

24. Counterparts

CB24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

25. Employees Subject to SACS Decision

Not Applicable

26. Program interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of Surplus and Uncommitted Funds

CB27.1 In this Agreement:

Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.

CB27.4 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

28. Secret and Sacred Indigenous Material

CB28.1 In this clause:

Aboriginal Person has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth);

Aboriginal Tradition has the meaning given in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);

Indigenous Person means a person who is or identifies and is accepted as an Aboriginal Person or a Torres Strait Islander;

Secret and Sacred Indigenous Material means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition; and

Torres Strait Islander has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth)

CB28.2 The parties agree that, for the purposes of this Agreement:

- (a) the definition of Activity Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (b) the definition of Reporting Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (c) the record keeping requirements in clause 12 do not apply to any Secret and Sacred Indigenous Material; and
- (d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.

CB28.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.

COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

ITEM NUMBER	16.3
TITLE	Aged Care and Disability Services Report
AUTHOR	Cristie Geer, Acting Programs Manager

RECOMMENDATION

That Council receives and notes the Aged Care and Disability Services Report.

KEY OUTCOME AREA

Wellbeing: Contribute to the wellbeing of residents individually and communities as a whole; by fostering increased participation in community activities, education, healthy lifestyles, and a safe living environment.

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

The council is an approved aged care provider, delivering the Home Care Package (HCP) and the Commonwealth Home Support Program (CHSP) throughout the region. Additionally, the council provides National Disability Insurance Scheme (NDIS) services under brokerage arrangements with registered providers. As a service provider, the council must comply with reporting requirements set by the Aged Care Act 1997 (Cth). This report serves as an update to the council on the operations of Aged Care and Disability Services.

ISSUES/OPTIONS/SWOT

Overview:

Services are currently being delivered in accordance with aged care standards, legislative requirements and funding agreements. Current client numbers are:

- CHSP 65
- HCP 30
- NDIS 9

Service Targets / Deliverables

Staff are aware that the council is committed to expanding its aged care service delivery and is actively seeking to onboard new clients where appropriate.

In relation to the NDIS, the council is preparing documentation to qualify as a NDIS service provider. We are currently awaiting an audit, which is expected to take place on February, although a specific date has yet to be confirmed.

Incidents

No incidents have been recorded. The implementation of the new incident reporting software, Sky Trust, will greatly enhance aged care operations.

Feedback, Compliments, Complaints

The council consistently seeks client feedback, all of which is saved on SharePoint. There have been no major complaints received. The department of health's staff recently visited Katherine and our aged care facility in Mataranka. Feedback from the department regarding the aged care services has been very positive.

Workforce, Infrastructure and Equipment

The community-based workforce has remained stable, despite a high staff turnover. The team warmly welcomed the new Aged Care Manager. Casual staff are brought in as needed when permanent staff are absent or on leave. They also provide additional support to the permanent team as client numbers increase, with the opportunity to transition into permanent roles as they become available.

Recruitment is currently underway for a Mataranka Coordinator, and a business case has been submitted for a Relief Coordinator who will also take on administrative duties. A new staff structure will be proposed based on the demand for aged care services.

On positive note the second round of IEl funding has been offered to the council. This funding will allow us to upskill our aged care staff with higher qualifications, ensuring that older people can continue to receive quality care while remaining in the community. This puts us one step closer to providing excellent care for our elderly residents.

Financial Status

Currently, no updates can be provided on the council's financial position, as we are awaiting a report from the Finance team.

Provider Compliance Reporting

The council is currently compliant with all reporting requirements.

Risk and Emergency Management

Aged Care teams across the region work closely with Local Emergency Committees in response to adverse weather events to ensure the regions most vulnerable people are accommodated for.

Actions Arising

Nil actions required by Council at this time

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

ITEM NUMBER	16.4
TITLE	iAged Health - six-month Review
AUTHOR	Cristie Geer, Acting Programs Manager

RECOMMENDATION

That Council receives and notes the iAged Health six-month review.

KEY OUTCOME AREA

Wellbeing: Contribute to the wellbeing of residents individually and communities as a whole; by fostering increased participation in community activities, education, healthy lifestyles, and a safe living environment.

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

Aged Care and Disability Clients across the region utilise Allied Health Services in order to gain access to assistive technology or aids. In the past these assessments had long waiting periods, often exceeding three months due to the remoteness of the area. In communities such as Ngukurr and Numbulwar, the wait time could extend to over six months because of waitlists and weather events.

ISSUES/OPTIONS/SWOT

Aged Care Coordinators have consistently collaborated with iAge Health's Occupational Therapy (OT) and Physiotherapy services for most of their Home Care Package (HCP) clients, with outstanding results. Clients are accessing Allied Health Services such as Occupational Therapist assessments in as little time as 48 hours. These assessments are specifically aimed at providing assistive technology such as beds, wheelie walkers, toilet frames, utility chairs, electric wheelchairs, as well as installing ramps and bathroom and toilet rails.

Access to Allied Health and Physiotherapy providers in remote areas is extremely limited, with resources and time constraints making regular visits nearly impossible. This often means clients wait months for physiotherapy services, risking health deterioration or hospitalization in the meantime. iAge Health offers a solution with prompt and reliable support plans, including easy-to-follow instructions for support workers and clients. Their telehealth services are designed to be as thorough and effective as in-person sessions, without sacrificing quality or comprehensiveness.

In Beswick, the Aged Care coordinator continues to utilize iAge Health's services every Monday, Wednesday, and Friday for group exercise sessions. Client feedback has been overwhelmingly positive. Maintaining this partnership with iAge Health is vital, as it helps bridge the gap in accessing allied health services in remote regions, ensuring clients get the necessary assessments and equipment without lengthy delays. The value of iAge Health's services within the Roper Gulf Region cannot be overstated.

FINANCIAL CONSIDERATIONS

Nil.

ATTACHMENTS

Nil.

COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

ITEM NUMBER	16.5
TITLE	Numbulwar Creche Feasibility Update
AUTHOR	Cristie Geer, Acting Programs Manager

RECOMMENDATION

That Council receive and note the Numbulwar Creche Feasibility Update.

KEY OUTCOME AREA

Wellbeing: Contribute to the wellbeing of residents individually and communities as a whole; by fostering increased participation in community activities, education, healthy lifestyles, and a safe living environment.

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

A request has been made to Council to investigate the potential for Numbulwar to have a Creche similar to other communities within the region. This initiative would greatly benefit the community by increasing employment opportunities whilst providing early education and care for children under the age of five.

ISSUES/OPTIONS/SWOT

On the 8th November 2024, CEO - David Hurst, Acting Programs Manager - Cristie Geer and Children's Services Manager – Olivia Kuhl met with the Department of Education to discuss the potential for a Creche Service in Numbulwar. The Department has advised that the 10 year strategic focus is to make all Creche services regulated, and all new Creche Services that are funded through the Department of Education and the Community Child Care Fund Restricted (CCCFR) will be required to be a regulated service as of 2024. This means that the compliance standards to operate a Creche service will be in line with that of any other daycare service in Australia (such as those in capital cities). In order to meet compliance standards, all childcare workers will require national childcare qualifications and a fit-for-purpose building.

Currently, the Creches operating in Wugularr, Manyallaluk and Jilkminggan are unregulated, meaning that the compliance standards to operate only require a Creche Coordinator to hold a national childcare qualification allowing local staff to work at the creche without holding a qualification or whilst working towards one.

Operating a regulated Creche service in a remote community carries a high risk of closing if unable to meet compliance standards. It has therefore been suggested by the Department of Education that a Playgroup or Families as First Teachers program through the school could be a more feasible option, however would potentially need to be operated through alternative organisations or the Numbulwar School.

Council is advocating for the ability to operate an unregulated Creche Service in Numbulwar and a business case has been proposed to the Department of Education for consideration.

FINANCIAL CONSIDERATIONS

In order to fund a Creche, Council would need the Commonwealth Government to fund 100% of contributions from the Community Child Care Fund Restricted (CCCFR), as well as that of parents who are entitled to the Centrelink Child Care Subsidy.

ATTACHMENTS

Nil.

COMMUNITY SERVICES AND ENGAGEMENT DIVISIONAL REPORT

ITEM NUMBER	16.6
TITLE	Jilkminggan and Wugularr Outside School Hours Schedule 2025-26
AUTHOR	Cristie Geer, Acting Programs Manager

RECOMMENDATION

That the Council:

- (a) receives and notes the 2025-26 Project Schedule for Jilkminggan and Wugularr communities Outside School Hours Care Program - 4-K9NEHPH;
- (b) approves the Chief Executive Officer to sign the 2025-2026 Outside School Hours Program Project Schedule to the amount of \$270,637.74 excluding GST; and
- (c) approves the use of the common seal on the funding agreement documents.

KEY OUTCOME AREA

Wellbeing: Contribute to the wellbeing of residents individually and communities as a whole; by fostering increased participation in community activities, education, healthy lifestyles, and a safe living environment.

Governance: Increase the effectiveness and efficiency of the organisation, including in engagement with staff members, residents and external stakeholders.

BACKGROUND

Council has an existing agreement in place with the National Indigenous Australians Agency to deliver the Outside School Hours Program in Jilkminggan and Wugularr to support families to give children a good start in life through improved early childhood development, care, education and school readiness whilst improving literacy and numeracy in an after-school hours care setting. The current project schedule is due to end on 31 December 2024.

ISSUES/OPTIONS/SWOT

Nil.

FINANCIAL CONSIDERATIONS

The National Indigenous Australians Agency – Outside School Hours Care funding will provide further funding for 2025-2026 to a total of \$270,637.74 excluding GST.

ATTACHMENTS

1. RM signed - Cover Letter - PS - Roper Gulf Regional Council - Jilkminggan and Beswick OSCH (1) [16.6.1 - 4 pages]
2. New Project Schedule- Activity -4- K 9 NEHPH - Roper Gulf Regional Council - Jilkminggan and Beswick [16.6.2 - 17 pages]



Australian Government

National Indigenous Australians Agency

Jacana House
39-41 Woods St
Darwin NT 0800

David Hurst
Chief Executive Officer
Roper Gulf Regional Council
2 Crawford Street,
KATHERINE EAST, NT, 0850

Dear Mr Hurst,

**Indigenous Advancement Strategy - Project Agreement for Jilkmिंगgan and Beswick
Outside School Hours Care**

Please find enclosed a Project Schedule for the following Project under the following Programme for your organisation's consideration.

Provision of this Grant is subject to the Project Schedule being signed by both your organisation and the Commonwealth of Australia ("the Commonwealth").

Project Agreement

Your organisation has a Head Agreement dated 28 September 2021 [Our reference 4-GBWJPX5]. Clause 3 of the Head Agreement provides if the Commonwealth approves a Grant for a project, it will enter into a Project Schedule with your organisation.

The enclosed Project Schedule, along with the existing Head Agreement, will each form a Project Agreement between your organisation and the National Indigenous Australians Agency ("the Agency"), on behalf of the Commonwealth.

The Project Agreement will set out the terms and conditions applying to the project and the Grant. The Grant will be paid as set out in the Project Agreement, dependent upon your ongoing compliance with the Project Agreement.

Reviewing delivery of the Project

The IAS represents a new way of engaging with Indigenous people and communities to implement solutions that will sustainably improve outcomes. The Agency wishes to ensure that the funding results in improved outcomes for Indigenous people and may consider redirecting Grant funding if outcomes are not improving. The Agency intends to work in collaboration with your organisation around the sixth month to evaluate:

- the Project;
- your organisation's capacity to deliver a Project; and
- your organisation's performance under the Project Agreement.

An evaluation may also be undertaken (by the Agency or at your request) at any time during the Project Agreement, if there are concerns about the Project's progress (see clauses 20 – 28 of the Head Agreement).

Strengthening Organisational Governance

If the total value of the Grants you receive from the Agency is more than \$500,000 in a financial year (GST exclusive), your organisation must comply with the Strengthening Organisational Governance requirements contained in clauses 64 – 68 of the Head Agreement.

Any Indigenous organisation already incorporated under the *Corporations Act 2001* is exempt from the Strengthening Organisational Governance requirements as outlined in the Head Agreement. All new Indigenous organisations (those which have not previously been incorporated) must comply with the Strengthening Organisational Governance requirements contained in the Head Agreement.

This exemption can be reviewed at any time and your organisation will be notified of any changes to these requirements.

Commonwealth policies

In carrying out your organisation's obligations under a Project Agreement, your organisation must comply with any relevant Commonwealth policies and guidelines notified to your organisation by the Commonwealth from time to time.

Fraud control

Fraud undermines the ability of the Commonwealth to achieve its objectives. The Commonwealth does not tolerate dishonest or fraudulent behaviour and is committed to taking a targeted and risk-based approach to the prevention and detection of fraud.

Fraud against the Commonwealth in this context relates to dishonestly obtaining a benefit, or causing a loss, by deception or other means. It may constitute a criminal offence under the *Criminal Code Act 1995* and carry penalties of up to seven years imprisonment. It can include but is not limited to:

- theft;
- misappropriation of Commonwealth programme funding and grants;
- falsely claiming entitlements (e.g. expenses, leave, travel allowances or attendance records);
- accounting fraud (e.g. false invoices, misappropriation);
- unlawful use of, or unlawful obtaining of, property, equipment, material or services (e.g. unauthorised use of corporate credit cards, information technology and telecommunication systems);
- causing a loss, or avoiding and/or creating a liability;
- providing false or misleading information to the Commonwealth, or failing to provide information when there is an obligation to do so;
- making, or using, false, forged or falsified documents; and
- wrongfully using Commonwealth information or intellectual property.

The Fraud Policy Statement outlines your obligations in relation to fraud control and can be accessed on the Agency's website by navigating to the About NIAA menu, then selecting Contact Us, then Fraud control and fraud reporting.

Instructions for entering into the Project Agreement

If your organisation wants to undertake the project, it must sign the Project Schedule. By doing so, your organisation agrees to comply with all aspects of the Project Agreement. Please ensure you have read and understood the Project Agreement prior to signing the Project Schedule.

If you believe your organisation will have difficulties complying with any part of the Project Agreement, you will need to resolve these before agreeing to the Project Agreement. If you are uncertain about any aspects of the Project Agreement you should seek independent legal advice before signing.

If your organisation wishes to enter into a Project Agreement, we propose to execute the Project Schedule in counterparts. To do so, your organisation will need to:

1. Arrange for the Project Schedule to be properly signed by having the person(s) with authority to bind your organisation sign it in accordance with the rules of your organisation and the relevant law.
2. Scan a copy of the signed Project Schedule and send to gmudarwin@niaa.gov.au within 20 business days of the date of this letter.

When we receive the signed documents, we will sign and date and return a copy to you for your organisation's records.

Future priorities for the IAS

The NIAA would like to reiterate and emphasise the Australian Government's commitment to the National Agreement on Closing the Gap by working in partnership with First Nations people, organisations and communities to achieve the National Agreement Priority Reforms, outcomes and targets.

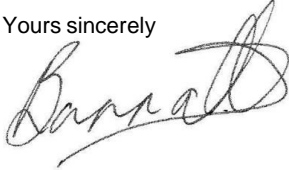
In order to meet these commitments to Closing the Gap, all future investment decisions under the Indigenous Advancement Strategy (IAS) will be guided by the following principles:

- Clear alignment with Closing the Gap outcomes and the four Priority Reforms;
- Ensuring clear outcome measurement and evaluation of investment impact;
- Greater community involvement in prioritisation of IAS investment;
- Ensuring investment decisions are made closer to community;
- Increased capacity building for communities and organisations; and
- Focus on increasing investment in Aboriginal and Torres Strait Islander organisations.

Over the period of this contract extension, the NIAA will be working with grantees to better understand and identify how activities funded under the IAS align to these principles and contribute to Closing the Gap outcomes. For more information on the outcomes and targets, see: <https://www.closingthegap.gov.au/national-agreement/targets>.

If you have any issues or questions regarding this agreement please contact the Rema Thennadil, on (08) 7972 4145 or email gmudarwin@niaa.gov.au.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Barratt', written in a cursive style.

Terina Barratt
Acting Regional Manager
Top End and Tiwi Islands
National Indigenous Australians Agency

27 November 2024



Australian Government

National Indigenous Australians Agency

**PROJECT SCHEDULE –
GENERAL GRANTS
CHILDREN AND SCHOOLING PROGRAMME**

Executed by

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

AND

Roper Gulf Regional Council (ABN 94 746 956 090)

© Commonwealth of Australia 2015

This work is licenced under a Creative Commons Attribution Non-commercial No Derivative Works licence (CC BY-NC-ND), the full terms of which are available at: <http://creativecommons.org/licenses/by-nc-nd/3.0/au/legalcode>.

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

Version: September 2021

How this Project Schedule works

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

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

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

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

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

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

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

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

PART 1: PROJECT AND GRANT SUMMARY

1. List of Projects

2. List of Grants

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

1. Interpretation

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

2. Programme

- 2.1 The Grants are provided under the Children and Schooling Programme.

3. Programme outcomes

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

Programme outcomes

- Support families to give children a good start in life through improved early childhood development, care, education and school readiness.
 - Get children to school.
 - Improve literacy and numeracy.
 - Support successful transitions to further education and work.
- 3.2 The Provider agrees to deliver each Project under this Project Agreement so as not to conflict with or adversely impact upon the school attendance of children in the location/s at which the Project is being delivered.

4. Overview

- 4.1 The Provider is:

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

Project Agreement Start Date	1 January 2025
Project Agreement End Date	30 November 2027, or earlier termination date

5. Strengthening Organisational Governance - one-off payment

- 5.1 If the Provider has been required to become incorporated pursuant to clauses 64 to 68 of the Head Agreement, the Commonwealth will pay a one-off payment of \$10,000 (excl GST) following:
- (a) the Provider changing its incorporation status in accordance with clauses 64 to 68 of the Head Agreement; and
 - (b) the Commonwealth receiving proof of the change in incorporation status.
- 5.2 The parties agree that this payment represents a genuine pre-estimate of the costs likely to be incurred by the Provider in complying with the incorporation requirement, and that the Commonwealth is not liable for any further amount. This payment is a one-off payment, and will be made only if the Provider has not received a similar payment under another Project Agreement.
- 5.3 The payment provided for under Part 2 item 5.1 is a Grant for the purpose of this Project Agreement.

6. Bank account details

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

7. Tax and invoices

(Clauses 16 to 19 of the Head Agreement)

- 7.1 The Commonwealth will issue recipient created tax invoices (**RCTIs**) and any adjustment notes for taxable supplies made by the Provider to the Commonwealth, within 28 days of determining the value of the taxable supplies in question. The Provider must not issue tax invoices or adjustment notes for taxable supplies covered by a RCTI.
- 7.2 Alternatively, the Commonwealth may direct the Provider to issue invoices to the Commonwealth. This direction can relate to all or part of a Project Agreement. Each invoice must be addressed to the relevant Commonwealth contact officer listed in this Project Schedule.
- 7.3 Each invoice issued by the Provider must contain:
- (a) the words 'tax invoice' or 'invoice', whichever is relevant, stated prominently;
 - (b) the Provider's name and ABN;
 - (c) the Commonwealth's name and address;
 - (d) the date of issue of the tax invoice or invoice;
 - (e) the name of the Project and this Project Schedule reference number (if any);
 - (f) the total amount payable (including GST if it is a taxable supply); and
 - (g) the GST amount shown separately, if it is a taxable supply.

- 7.4 An invoice issued by the Provider must not:
- (a) include amounts that are not properly payable under this Project Agreement; or
 - (b) relate to a payment or include an amount in relation to which the Commonwealth has exercised its rights under clauses 79 - 81 (Withholding, Provider not entitled to amount or amount not spent in accordance with a Project Agreement, Unspent Grant amounts), 84 (Breach of Project Agreement), or 88 - 91 (Termination or reduction in scope - for default) of the Head Agreement.
- 7.5 The Commonwealth may require the Provider to reissue an invoice that does not meet the requirements of this Project Agreement.

8. Reporting

(Clauses 52 to 58 of the Head Agreement)

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

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

Report	Details
Working with Vulnerable People and Work Health and Safety Statement of Compliance	1. Annual statement of compliance with relevant Head Agreement obligations, including where identified, mandatory state and territory legislative requirements for the jurisdiction in which the Project is held, pertaining to: a) Working with Vulnerable People, including children (WWVP); and b) Work Health and Safety (WHS).

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

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

1. Interpretation

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

3: PROJECT ID – 4-K9NEHPH – JILKMINGGAN AND BESWICK OUTSIDE SCHOOL HOURS CARE

2. Project description

- 2.1 The Provider must deliver the following Project:
- 2.2 The Provider must use the Grant to deliver the Jilkmिंगgan and Beswick Outside School Hours Care Project (the Project) which aims to contribute to improved school attendance and school engagement outcomes and provide safe, culturally appropriate Outside School Hours Care Services (OSHC) for school aged children, in places of 'market failure' where services may not otherwise be viable. This includes targeted assistance in places where there is a need for additional culturally competent services for Aboriginal and Torres Strait Islander children and families.
- 2.3 The Project will operate from 2.00pm to 6.00pm, Monday to Friday. The Project must provide flexible OSHC services that meet the needs of all school-aged children (approx. 200) and their families in Jilkmिंगgan and Beswick. The Project will:
- a) contribute to improved education outcomes, such as: literacy, numeracy and school attendance;
 - b) contribute to enhanced cultural, physical, social, emotional, language and learning development;
 - c) nurture the development of life skills and complement children's experiences, opportunities and relationships at school, home and in the community;
 - d) build on individual children's strengths, abilities and interests through providing developmentally and culturally appropriate play and learning experiences.
- 2.4 The Provider must ensure that children's cultural heritage is honoured and reflected in the program through art displays, music, dance and stories. Special cultural events must be celebrated with the children.
- 2.5 The Provider must take every reasonable precaution to protect children from harm and any hazard likely to cause injury.
- 2.6 The Provider must ensure that educators, co-ordinators and staff members are aware of their roles and responsibilities to respond to every child at risk of abuse or neglect, including mandatory reporting requirements.
- 2.7 The Provider must retain close links and work in partnership with local community members and stakeholders, such as other community services, to ensure that the Project is working collaboratively and responding to the needs of children, families and the community.
- 2.8 The Provider must provide services that are effective, efficient and appropriate to the needs of the families and communities which use them. This includes:
- a) complying with relevant state, territory and Commonwealth legislation and regulations;
 - b) complying with funding agreements;
 - c) complying with any Guidelines issued by the Agency;
 - d) cooperating with the Agency; and
 - e) cooperating with Inclusion Support Agencies, Professional Support Coordinators or Indigenous Professional Support Units, or other relevant agencies.

Community Engagement

- 2.9 The Provider must build on and leverage the previous consultation undertaken with the Aboriginal people in Jilkmिंगgan, Beswick and surrounding communities through direct community consultation, and through the linkages and partnerships formed as part of this project.

Staffing

- 2.10 The Provider will seek to maximise opportunities for Indigenous employment and ensure that staff are suitably qualified and if appropriate are progressing towards qualifications commensurate with the position they are employed in.

Reporting

- 2.11 The Provider must keep records and statistics of the children using the OSHC service by location including, number of parents participating and engaging in the Project, connections to other service providers and employment records of staff. This data must be used to report against the Key Performance Indicators that form part of the reporting requirements as specified in Part 7 - Reporting and Site Visits of this Project Schedule.

3. Key performance indicators

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

Number	Key Performance Indicator	Target and data
1.	MKPI.M1 – Indigenous Employment	100 per cent of hours worked in the reporting period under the activity, are worked by an Indigenous person. Source: Service Provider.
2.	MKDI.D1 – Employment Numbers	Number of Indigenous people employed and the total number of people employed, under the activity (by gender). Source: Service Provider.
3.	MKDI.D2 – Hours Worked – Indigenous Staff	Number of hours worked in the reporting period by all Indigenous people employed under the activity. Source: Service Provider.
4.	MKDI.D3 – Hours Worked – All Staff	Number of hours worked in the reporting period by all people employed under the activity. Source: Service Provider.
5.	MKPI.M2 – Core Service Provision	Core activities or service being delivered meet or exceed requirements. Source: Agreement Manager review of Service Provider performance reporting.
6.	D206.01 – Participation Numbers	Number of unique students (by gender) participating in the funded activity (ies).

Number	Key Performance Indicator	Target and data
7.	P206.02 – Participation in service	80 per cent of (number specified in Funding Agreement) individual students participated in the service
8.	P206.03 – Retention in education	80 per cent of all serviced students in the reporting period are participating in education or training at the end of the reporting period.

4. Duration of Project

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

Project dates	Details
Project Start Date	1 January 2025
Project End Date	31 December 2026 or earlier termination date

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

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

5. Party representatives for notices

(Clauses 134 – 135 of the Head Agreement)

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

Commonwealth	Details
Contact officer / position for Project	Rema Thennadil / Agreement Manager
Physical / postal address(es) for notices	Level 5, Jacana House, 39-41 Woods Street, Darwin NT 0800
Telephone	(08) 7972 4145
E-mail	GMUDarwin@niaa.gov.au

Provider	Details
Contact officer / position for Project	Garry Giles

7. Reporting and site visits

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

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

Report	Due date
Site visit, to be conducted by the Commonwealth in the three months leading up to the date	30 June 2025
Performance Report covering the period 1 January 2025 to 30 June 2025	15 July 2025
Non-audited Expenditure Report covering the period 1 January 2025 to 30 June 2025	30 September 2025
WWVP and WHS Statement of Compliance	31 October 2025
Performance report covering the period 1 July 2025 to 31 December 2025	15 January 2026
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date	30 June 2026
Performance Report covering the period 1 January 2026 to 30 June 2026	15 July 2026
Non-audited Expenditure Report covering the period 1 July 2025 to 30 June 2026	30 September 2026

WWVP and WHS Statement of Compliance	31 October 2026
Performance Report covering the period 1 July 2026 to 31 December 2026	15 January 2027
Non-audited Expenditure Report covering the period covering the period 1 July 2026 to 31 December 2026	30 March 2027
WWVP and WHS Statement of Compliance	31 October 2027

8. Grant payments

(Clauses 11 and 12 of the Head Agreement)

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

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
Per Description	Payment within 20 days of the execution of the Project Agreement, or the Project Start Date, whichever is later.	\$135,318.87	\$0.00	\$135,318.87
31 July 2025	Payment upon submission of satisfactory report by the Provider and the Commonwealth being satisfied with the Provider's performance.	\$135,318.87	\$0.00	\$135,318.87
31 January 2026	Payment upon submission of satisfactory report by the Provider and the Commonwealth being satisfied with the Provider's performance.	\$135,318.87	\$0.00	\$135,318.87
31 July 2026	Payment upon submission of satisfactory report by the Provider and the Commonwealth being satisfied with the Provider's performance.	\$135,318.87	\$0.00	\$135,318.87

Anticipated date	Description of event, outcome or performance target	Amount (excl GST)	GST	Total (incl GST)
Total Grant payable:		\$541,275.48	\$0.00	\$541,275.48

4-K9NEPH – Jilkminggan and Beswick Outside School Hours Care – Additional Conditions

The following additional conditions apply for this Project.

10. Budget

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

	Grant Amount (GST exc) 2024-2025 (1 January 2025 to 30 June 2025)	Grant Amount (GST exc) 2025-2026	Grant Amount (GST exc) 2026-2027 (1 July 2026 to 31 December 2026)
Administrative	\$27,063.78	\$54,127.55	\$27,063.78
Operational	\$108,255.09	\$216,510.19	\$108,255.09
TOTAL	\$135,318.87	\$270,637.74	\$135,318.87

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

11. Restrictions on expenditure

11.1 In addition to clause 12 of the Head Agreement, the Provider must not use any part of the Grant for any of the following purposes, unless it obtains the Commonwealth’s prior written approval:

- a) to make a loan or gift;
- b) to pay sitting fees, allowances, travel expenses or similar payments to Directors or members of the Provider’s organisation or any related entities (including any parent or subsidiary company);
- c) to pay commissions, success bonuses or similar benefits to staff, members or consultants;
- d) for overseas travel;
- e) to engage a consultant;
- f) to conduct litigation; or
- g) to transfer money (including as a payment, reimbursement, gift or loan) to a parent or subsidiary company of the Provider.

EXECUTION PAGE

This Project Schedule, together with the Head Agreement and any attachments to, or documents incorporated by reference into, either of them, forms a Project Agreement.

Executed as an agreement:

Commonwealth

SIGNED for and on behalf of the Commonwealth of Australia as represented by the National Indigenous Australians Agency ABN 30 429 895 164 by:

(Name of Agency Representative)

(Signature of Agency Representative)

(Position of Agency Representative)

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

(Name of Witness in full)

(Signature of Witness)

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

Provider

Executed as an agreement:

SIGNED for and on behalf of **Roper Gulf Regional Council, ABN 94 746 956 090** in accordance with its rules:

(Name and position held by Signatory)

(Signature)

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

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

(Signature of second Signatory / Witness)

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

Notes about the signature block:

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

INFRASTRUCTURE SERVICES AND PLANNING DIVISIONAL REPORT

ITEM NUMBER	17.1
TITLE	Disposal of legacy tyres from Borroloola Waste Management Facility
AUTHOR	Joseph Smith, Council Service Coordinator

RECOMMENDATION

- That Council approves the sum of \$180,000.00 for the disposal of legacy tyres at the Borroloola Waste Management Facility.

KEY OUTCOME AREA

Environment: Protect and care for the physical environment, including developing and maintenance of clean and environmentally focused communities.

BACKGROUND

Borroloola and all our other communities have for years have had tyres dumped illegally without receiving payment from commercial enterprises and community members. We are now faced with a Health and Safety issue with the accumulation of 120 tonnes of tyres, which if not disposed of correctly, could result in a catastrophe if it caught fire.

Currently there is no funds allocated for proper disposal, of legacy waste tyres, for any of our communities.

ISSUES/OPTIONS/SWOT

Not disposing of legacy waste tyres properly can have several environmental impacts.

Fire Hazard - Waste tyres are highly inflammable and can lead to uncontrollable fires that release toxic smoke and gases into the air.

Habitat Destruction - Dumped tyres can collect water, creating disease carrying mosquitoes. They also provide shelter for pests that can harm local eco systems.

Soil Contamination - Chemicals from deteriorating tyres can leach into the soil, contaminating it and potentially harming plant life

Air Pollution - Burning tyres or tyre piles can release harmful pollutants, including Sulphur dioxide into the air, contributing to air pollution and respiratory issues.

FINANCIAL CONSIDERATIONS

Penalties - Penalties of up to \$3 million or five (5) years in gaol are considerations to be taken into account, when deciding on this proposal.

ATTACHMENTS

Nil.

INFRASTRUCTURE SERVICES AND PLANNING DIVISIONAL REPORT

ITEM NUMBER	17.2
TITLE	Major Projects Report
AUTHOR	Luke Haddow, Acting General Manager Infrastructure, Services, and Planning

RECOMMENDATION

That Council receives and notes the Major Projects Report.

KEY OUTCOME AREA

Environment: Protect and care for the physical environment, including developing and maintenance of clean and environmentally focused communities.

Wellbeing: Contribute to the wellbeing of residents individually and communities as a whole; by fostering increased participation in community activities, education, healthy lifestyles, and a safe living environment.

Infrastructure: Support building and maintaining community infrastructure which positively contributes to resident needs and aspirations.

Economic Development: Foster strengthening and growing jobs, industries, and investment attraction.

BACKGROUND

This Major Project Report provides the status of projects – at the stages of pre-design, design and construction stages

ISSUES/OPTIONS/SWOT**Katherine Head Office/Carpark modifications**

On Hold

Katherine 29 Crawford Street Development - PR61

Quotes requested for compliance rectifications. On Hold until quotes have been received, and project can be scoped to provide Council with options.

Barunga Statement Memorial Project - PR12

This project is progressing in its design phase. Jensen Plus, the architects, have presented three (3) options on 16 Nov 2023. Our team members have reviewed these options and provided feedback to the architects. On site survey works and investigation of site servicing and site layout of nodes are now underway by Jensen Plus, once these are finalised draft plans will be created and reviewed by team members. 70% design has been reached with final amendments sent back to Jensen Plus for incorporation into the final design. The target is to complete the project by the Barunga Festival 2025. An application is being developed to source funding for this project through the Commonwealth Government. Design at 100%. Approached DIPL regarding Central Arnhem road corridor. S19 application for Cultural Park awaiting NLC meeting 15/08/24. DIPL advised new intersection design underway for entry to Barunga may impact on node 1. 29/07/2024. DIPL advised they will amend their intersection design to include traffic barriers, which RGRC would have to pay for. Awaiting Formal approval from DLI - Dev Roads to build in road corridor.

Barunga Night Patrol Building Installation - PR86

Upside Planning have been engaged to process Development Consent Application for the new lot situated between Lots 215 and 218. The Section 19 Aboriginal Land Rights (Northern Territory) Act 1976 (Cth) for the proposed lot has been secured. Awaiting S19 lease before commencing.

Barunga River Pump Relocation - PR16

Hydrological study has been undertaken on river pump access for water extraction licence. Ecological study completed. Water Use Application submitted 29/07/24, awaiting approval.

Barunga Oval upgrade to AFLNT standards - PR103

Engage a consultant to conduct a gap analysis to bring the whole facility (playing surface, lights, PA system, irrigation, etc.) up to professional competition standard. This will provide us with a scope of works to then seek funding for the project. It is estimated that this consultancy will cost \$20,000. The consultants have been engaged.

Wugularr (Beswick) Cameron / Maddigan Intersection & Road Upgrade – PR79

ON HOLD - NEEDS ANALYSIS TO BE CARRIED OUT. Grant funding been sourced for project. LRCI - APPROVED. NEED APPROVAL FOR ADDITIONAL FUNDING - Assessing scope for the multiple projects after clarification from Grants Manager on the scope submitted to the funding body. Will need to prepare designs and develop tender documentation.

Borrooloola Cyclone Shelter – PR01

This project is being project managed by the Department of Infrastructure, Planning, and Logistics (DIPL). The project includes the variation of sport court resurfacing requested by Council. DIPL provided a project progress report for the month of August 2024. The current projected October 2024. We have had several postponed handover dates from DIPL. The current expected handover is the 16th December.

Borrooloola Airport Toilets – Stage 2 - PR09

Tender was released 14th August 2024, closed on 05 September 2024. No tenders received. Currently in negotiations with Pureablue about supply and installation only. Building permit applied for. Pureablue currently drafting certified drawings to finalise building permit.

Borrooloola Recycling Centre – PR04

Further to the contractor withdrawing from the project due to their issues with the concreting subcontractor, we now need to re-tender the work. Utilising this opportunity, our project team has fine-tuned the requirements based on improved clarity on the equipment in the facility and finalised the scope of works. As additional engineering services have been required to ensure compliance with fire and electrical standards and legislation, revised documentation along with design will be released to tender. Final design changes are currently being implemented, prior to tender documentation been created. Building permit application underway.

Borrooloola Office Modifications – PR91

Review of previous design documentation underway, council staff currently re-scoping the project to meet current council needs.

Borrooloola Drainage Works

AAPA Application has been submitted for road corridors, awaiting approval and confirmation of NLC meeting dates.

Borrooloola Tamarind Park Power Supply

Quotations have been obtained to complete these works in accordance with the updated scope from the Borrooloola Local Authority.

Borroloola Scoping Streetlights along Robinson Road PR93

Concerns raised over the complete darkness along the lower sections of Robinson Rd. Investigate and quote the possibility of installing new streetlights. Road Safety Audit being undertaken from 25/11/24

Weemol Playground and Basketball Court PR104

Scope and quote the construction of a full-sized undercover basketball court in Weemol. AAPA and S19 approvals have been secured. The estimated cost of the project would be \$500,000. Initial site visit completed. Detailed scope document currently being drafted.

Bulman Community Ablution Block - PR06

The flat pack materials have arrived in Katherine. The s19 *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth) application has been approved. We have also received an AAPA clearance certificate around 17 Jan 2024. Tender is being coordinated by AWS. Tender documents are complete and ready for release however we are still waiting for the Power and Water approvals before we release the tender.

Bulman Dump Fencing – PR39

S19 obtained . Quotes being sought for 360 m of fencing awaiting AAPA Clearance Approximately 70,000 more required - Joseph scoping fence requirements.NO GRANT FUNDING

Bulman Staff Housing - PR80

The Bulman Staff housing project was identified for engagement of Project Managers to progress in order to meet the deadlines for the Grant Funding agreement that is partially funding this project. Turner and Townsend have provided a project management plan that is inclusive of the procurement of the building and installation. Turner and Townsend will be undertaking the procurement in accordance with Council's legislated procurement obligations. The project is fully budgeted for in 2023/24 and 2024/25.

We have received 4 submissions that are currently being assessed by Turner and Townsend and RGRC. Supplier selected in principle with final budget assessment to be completed to ensure sufficient funding is available to complete.

Bulman Dump Road Upgrade - PR117

Original project was postponed due to no AAPA and MEA Agreement in place, Council have now received these approvals, and draft tender documentation was reviewed on 26 August for final amendments with the aim to release in September 2024. Tender awarded with mobilisation to site on the 22nd November. Aim to have job completed before the wet season. Contractors onsite. Minor variation required.

Manyallaluk Cemetary Fencing – PR57

Quotations sort are over budget needs to go back to LA. On 28/08/2024 OMC decided to use \$28264.70 towards AAPA clearance for this project, allocated remaining 13,128.88 from unallocated funds towards it and also allocated extra 37k from the council funds to this project.

Mataranka Carew Heights Development

ON HOLD - Designs and planning will be part of Regional Staff Housing Strategy - site survey requirements

Mataranka Aged Care Kitchen – PR34

Tender assessment currently underway. The current allocated budget of \$150,000 is below the tendered prices. Material prices have risen since the original scope and quote was completed. Requested a budget amendment for an additional \$15,000. Budget amendment approved at October OMC, tender awarded and contractors to commence site works on the 25th November.

Mataranka Septic – Showgrounds PR10

AWS Consultants have provided the engineering documentation for the new waste water treatment facility with septic tanks and soak and our team has provided their comments. Estimated pricing for project was over \$1 million. Alternative designs are to be revisited and costed to try and achieve a more cost effective solution.

Mataranka Septic – Council Office – PR34

TTs Build, the contractor, completed the work on Stage 1 in December 2023.

Stage 2 tender closed on 12 September 2024.

Tender has been awarded to TTS Build 14/10/24

Work commenced on the 18th November, expected timeframe for completion is 2 weeks.

Ngukurr Boat Ramp Solar Light – Scope and Quote – PR99

Initial plan is to have a solar light mounted to a concrete block to prevent water damage to the base of the pole. Quotes to be obtained for the concrete block.

Ngukurr New Ablution Block – Sports Court – PR96

Grant submission completed. Awaiting final updated quote to proceed with project.

Ngukurr - Sports Hall Renovation (Outdoor play area) PR42

ON HOLD - site to potentially become new cyclone shelter.

Ngukurr Staff Housing – Lot 231 – PR98

New 2 x bedroom demountable housing based on similar scope as Bulman Staff Housing project. PM to be outsourced. On hold until Bullman staff housing project delivered.

Ngukurr Beatification Project – PR43

New park area has been identified. S19 lease lodged, Block spots established awaiting street light report from CSM To proceed. Draft S19 received for review.

Numbulwar Cemetery Existing - PR88

Site surveys using x-ray equipment commenced in September, with further works being undertaken the week commencing 23 September. The surveyors are working with community elders to ensure access to the site and works undertaken are culturally appropriate. Design works on the retaining wall and fencing are continuing, with final design anticipated in October.

Numbulwar Office Redesign – PR60

As advised previously, Troppo Architects have been engaged to do the design work on this project. They visited the community on 15 September to conduct consultations and present to the Local Authority. They have since provided to us two documents setting out:

- their understanding of our requirements;
- their design options.

Geotech testing to be completed in conjunction with testing in other locations i Numbulwar to minimise travel costs per job

Numbulwar Ablution Block – Festival - PR45

S19 lease applied for. Designs for Ablution block needed. AAPA Clearance received, Designs been sort - Awaiting S19's, NLC consultation to occur. NLC discussions booked for October 2024.

Ablution Block at Airport – PR47

Public Quotation needed for toilet module. Tender documents for construction being prepared. AAPA clearances received - awaiting S19's. Restricted work areas identified within the AAPA certificate. Alternative options required.

Numbulwar Staff Housing - Lot 156 – PR101

Duplex building - project & pm services to be outsourced. Scope and quote to proceed

Numbulwar Aged Care Building Works – PR100

Grant funding received to carry out refurbishment and upgrades to the existing facility. Planning application is ready to be lodged with PM to be outsourced to proceed to next stage. Anticipate completion by end of 2025. Procurement of backup generator underway with plans to have installed before the wet season. Awaiting arrival of generator. Geotech to be done at the same time as 2 other projects.

Numbulwar Clinic Road – PR48

As reported in the last report, the Clinic Road had to be redesigned as Power and Water did not want their infrastructure moved. The engineering Consultant SCP have been commissioned to carry out the redesign. However, the redesign is stalled due to:

- an additional s19 lease over a small portion of land due to realignment of road;
- No Mineral Extraction Agreement in place for the gravel pit, additional gravel will be required to complete the road upgrade. Section 19 *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth) application made for a gravel pit in 2021, however this was unsuccessful due to the Northern Land Council (NLC) being unable to reach an agreement with Traditional Owners pertaining to the same. The next scheduled NLC consultations in Numbulwar are October 2024;
- Aboriginal Areas Protection Authority (AAPA) clearances have been received, designed drainage works cannot move forward due to Restricted Work Areas proximity to identified drainage areas;
- Road works will need to be within existing road footprint with no additional drainage works to be carried out;
- New design/works options are now been considered prior to tender release.
- SCP to provide alternative design using cement stabilisation - quotes received for Geotech investigations.

****Estimated costs associated with transporting suitable gravel material from Katherine are \$100,000 for transport alone.**

Larrimah – Telstra House – PR95

Condition assessment and recommendations for the repair of the old Telstra House. Initial investigations have identified asbestos onsite.

Urapunga Community Hall – PR49

The tender for this project closed on 29 August 2023. A tender panel has since assessed the submissions and TTs Build are the successful tenderer. Currently, a construction program, with commencement and completion dates, is currently being finalised jointly by the Council team and TTs Build in such a way that risks of stop and start due to wet weather are minimised. Lease has been signed, and we are awaiting Power & Water Connections to proceed

FINANCIAL CONSIDERATIONS

Nil

ATTACHMENTS

1. Major Projects Master Report Nov 24 [**17.2.1** - 5 pages]

MAJOR PROJECT GATEWAY STATUS REPORT

Date Project ID	Project Name	Officer	Gates				Project Budget	Project Expenditure EX GST	Approved Budget	Funding	Amendments	PO Number	Contractor	Notes?Next Step
			1	2	3	4								
Katherine														
1/01/2023 PR61	29 Crawford Street Development					100,000		100,000	RGRC					ON HOLD C/F \$100,000 into 2024/25 Budget
4/04/2024	Head Office - Internal Fit Out Modifications					200,000								Design underway by Troppo Design 2024/25 Budget to include \$200,000 allocation - Mick contacted Troppo, no acceptance of design fees received. - ON HOLD TILL 2024/25
4/04/2024	Head Office Carpark Modifications					100,000								Modifications to allow access between front and back carparks to allow truck turn around. 2024/25 Budget to include \$100,000 for this project - ON HOLD - PROJECT SCOPE REDUCED.
Barunga														
CSM's	Minor projects - roads & maintenance					100,000								To be identified & carried out by CSM's. Same allocation in 2024/25 budget
	Potential new project - Upgrades to Sport and Rec Hall					188,000		188,000	Community places for people					Grant received - Scoping and planning to commence, building permit possibly required
PR12 30/04/2019	Barunga Statement Memorial - Design	Mick				49,200	70,800	100,000 100,000 20,000	GRANT RGRC LA		PO107366	Jensen Plus		Approached DIPL regarding Central Arnhem road corridor. S19 application for Cultural Park awaiting NLC meeting 15/08/24. DIPL advised new intersection design underway for entry to Barunga may impact on node 1. 29/07/2024. DIPL advised they will amend their intersection design to include traffic barriers, which RGRC would have to pay for - email to be received 14/10/24. Awaiting Formal approval from DLI - Dev Roads to build in road corridor.
PR86	Barunga Night Patrol Building Installation	Belinda				10,000					PO 111659	Upside Planning		Awaiting S19 approval so that subdivision application can be submitted to DCA for new lot number. NLC Community meeting held in August 2024.
PR16	River Pump Relocation & water extraction license	Belinda										Surface Water & Erosion Solutions		Hydrological study currently been undertaken on river pump access for water extraction licence. Ecological study completed. Water Use Application submitted 29/07/24, awaiting approval.
PR103	Oval upgrade to AFLNT Specifications													Engaging consultants to conduct gap analysis to determine costings to upgrade Barunga oval to AFLNT standards.
Beswick														
	Minor projects - roads & maintenance					100,000					PO 111659			To be identified & carried out by CSM's. Same allocation in 2024/25 budget
PR79	Cameron / Maddigan Intersection & Road Upgrade					771,521	39,450	771,521	LRCI Grant		PO109063	TPM		ON HOLD - NEEDS ANALYSIS TO BE CARRIED OUT. Grant funding been sourced for project. LRCI - APPROVED. NEED APPROVAL FOR ADDITIONAL FUNDING - Assessing scope for the multiple projects after clarification from Grants Manager on the scope submitted to the funding body. Will need to prepare designs and develop tender documentation
Borrooloola														
	Minor projects - roads & maintenance	CSM												To be identified & carried out by CSM's. Same allocation in 2024/25 budget
PR21		DIPL				292,999	685,548	978,547	Grant RGRC					Quote for resurfacing received. Works to be done by DCT alongside Cyclone Shelter. Another \$100,000 required - check if budget amendment completed as part of cyclone shelter.

MAJOR PROJECT GATEWAY STATUS REPORT

Date Project ID	Project Name	Officer	Gates				Project Budget	Project Expenditure EX GST	Approved Budget	Funding	Amendments	PO Number	Contractor	Notes?Next Step
			1	2	3	4								
PR01	Cyclone Shelter	D IPL					4,322,955	6,500,000	10,822,955	Grant				Works started by DCT- need to recoup \$ from CBT - Shelter completion date July 2024 - Civil works est. Aug 2024.Jacana forms sent to Education for TTC. Official opening delayed to December 2024.
PR09 6/2/2020 1313822	Airport Toilet - Stage 2	Belinda					386,646	8,856	395,502	LA		PO104785	AWS	New drawings received and approved - AWS to project manage project. Quote received for PM Fees, PO raised to AWS, tender received no responses - looking to negotiate with Pureblue directly & gain Building permit - PO raised for Building permit application. Awaiting certified construction drawings to complete building permit
PR04	Recycling Shed	Joseph /Belinda								Grant ntg Grant		PO103230 PO105535 PO101705	Widespan Upside Planning MECNT ASU Certifiers	DCA Approval received. BCA currently undertaking water, sewer & electrical requirements. Building permit application underway. Carry forward unspent into 2024/25 WIP - Amended cost estimate for project provided. Total \$962,019 - Shortfall -\$346,419 24.04.24.Survey complete, results sent to BCA for finalisation of design. 09.07.24 Hydraulic Design completed, building permit application underway.
PR0091	Borroloola Office Modifications	Luke												ON HOLD - Approximate cost \$2.5 million for consideration for 2024/25 budget and funding partners. Review of previous documentation to be completed and rescoping of the project to meet the current needs of council to be completed
	Borroloola Drainage Upgrades													AAPA Application submitted for road corridors.
PR38 9/2/2023	Tamarind Park Power Supply	CSM					46,071	83,760.00	129,831	LA		PO108046 PO108074 PO108247	ORCA HY-TEC Mansells	Rescoping and quoting original works requested.
PR093	Streetlights along Robinson Rd Scoping													Concerns raised over the complete darkness along the lower sections of Robinson Rd. Investigate and quote the possibility of installing new streetlights. Seeking quotes for Road Safety Audit.
Robinson River Bulman														
	Minor projects - roads & maintenance	CSM												To be identified & carried out by CSM's. Same allocation in 2024/25 budget
PR0104	Weemol - Construct undercover basketball court						500,000							Scope and quote construction of a full sized undercover basketball court in Weemol
PR06 5/12/2018 1413806	Community Ablution Block	Belinda					199,323	144,400	199361 144361.59	Grant LA RGRC		PO107114 PO107474 PO104240 PO103787 PO103789	AWS AWS Modus ITSConsult ITSConsult	Modus Toilet delivered. PWC approvals need to be sought. AWS is preparing services designs AAPA Certificate required, Section 19 obtained . AAPA Certificate received. AWS has submitted quotation for PM Fees. PO Raised to ASW. Tender documentation complete and with RGRC for review. Awaiting SSP's prior to tender readiness 31/08/24, pending Power Water approvals.
PR39	Dump Fencing	Joseph					-		-	Grant				S19 obtained . Quotes being sought for 360 m of fencing awaiting AAPA Clearance Approximately 70,000 more required - Joseph scoping fence requirements.NO GRANT FUNDING

MAJOR PROJECT GATEWAY STATUS REPORT

Date Project ID	Project Name	Officer	Gates				Project Budget	Project Expenditure EX GST	Approved Budget	Funding	Amendments	PO Number	Contractor	Notes?Next Step
			1	2	3	4								
1/12/2022 PR80	Bulman Staff Accomodation	Belinda					674,778	8,560	424,778 250000	RGRC Grant		PO 112149 PO109182	Turner Townsend AWS	Project is part funded by IPG \$ 250,000. Council decision required for budget allocation. Part of Regional staff housing plan Obtain . C/F Funding into 2024/25 - need grant extension and budget amendment for full amount required for project. Turner Townsend undertaking project management services. No tenders received - discussions with T&T underway for a way forward, approaching contractors directly, aim to build during the wet season & put on site next dry season. Submissions assessed with Turner & Townsend and RGRC projects staff. Supplier selected in principle with final budget assessment to be completed to ensure sufficient funding is available to complete.
PR117	Dump road upgrade	Belinda					300,000		300,000	RGRC		PO 114431	Amrock	created, awaiting approval. C/F funding into 2024/25 budget. Tender Advertised due to close 27/09/24. Tender awarded to Amrock Group, pre-start meeting to occur 29.10.24. Amrock to commence works 26.11.24, variation to scope received for additional cut and fill sections of road \$48k.
Manyallaluk														
PR57 3/4/2023	Cemetery fencing	Liam					28,265		28,265	LA				Quotations sort are over budget needs to go back to LA
Jilkmिंगgan														
Mataranka														
	Minor projects - roads & maintenance	CSM												To be identified & carried out by CSM's. Same allocation in 2024/25 budget
	Minor projects - roads & maintenance	CSM												To be identified & carried out by CSM's. Same allocation in 2024/25 budget
	Carew Heights Development						1,063,120	36,880	1,100,000	RGRC		PO10836	AWS	ON HOLD - Designs and planning will be part of Regional Staff Housing Strategy - site survey requirements
PR34	Aged Care Kitchen	Belinda					165,000	84,900	81,000	RGRC		PO107827	Northern Build	PO Raised to NBPS for roof replacement & joist supports. New building certificate application underway to include kitchen use amendments. New design approved, tender documents underway. amendment to OMC April \$150,000 - approved 24.04.24 - Tender awarded to Northern Building Property Services 25.10.24, works to commence on site 25.11.24.
PR10 PROPOSED	Showgrounds sewerage system													Initial design works has been carried out for these works due to major issues with septic systems during public events.AWS has carried out intital design. Seeking grant funding.
PR34	Sewerage Works	Belinda					300,000.00	145,359.90	940,000	RGRC		PO107597 PO107906 PO109338	AWS RRT TTS Built	Tender advertised 12/09/24. Tender awarded to TTS, works commenced on 18.11.24.
Minyerri / Hodgson Downs														
Ngukurr														
	Minor projects - roads & maintenance	CSM												To be identified & carried out by CSM's. Same allocation in 2024/25 budget
PR099	Boat Ramp Solar Light - Scope and quote													Initial plan is to have a solar light mounted to a concrete block to prevent water damage to the base of the pole. Quotes to be obtained for the concrete block
PR096	New Ablution Block - Sports Court	Luke					250,000			Grant				Grant submission completed. Quotation received for Pureblue system. \$250,000 - 24/25 Financial Year- Awaiting final updated quote to proceed with project
PR42 20/9/2022	Sports Hall Renovation (Outdoor play area)	Mick					169,200		169,200	LA				ON HOLD - site to potentially become new cyclone shelter.

MAJOR PROJECT GATEWAY STATUS REPORT

Date Project ID	Project Name	Officer	Gates				Project Budget	Project Expenditure EX GST	Approved Budget	Funding	Amendments	PO Number	Contractor	Notes?Next Step
			1	2	3	4								
PR0098	Ngukurr Staff Housing - Lot 231						400,000							New 2 x bedroom demountable housing - PM to be outsourced. Scope and quote project be the same as the Bulman staff house project.
PR43 24/6/2021	Beatification Project	Cameron					165,156	165,156	LA					New park area has been identified. S19 lease lodged, Block spots established awaiting street light report from CSM To proceed. Draft S19 received for review.
Numbulwar														
	Minor projects - roads & maintenance	CSM												To be identified & carried out by CSM's. Same allocation in 2024/25 budget
PR088	Numbulwar Cemetery - design improvements & ground penetrating radar							70,000	NTG Grant			Bennett Design		CofE completed for both Numbulwar submitted, PO raised to Bennett Design for design & ground penetration radar.
PR60	Council Office Redevelopment	Mick					88,410	31,590	120,000	RGRC		PO108370	Tropo	Design and Documentation only. Quotes received for Geotech investigations - investigations to be carried out this week. 28/11/24
PR45	Numbulwar Ablution Block - Festival	Mick					261,145		261,145	Arts & Culture Grant				S19 lease applied for. Designs for Ablution block needed. AAPA Clearance received, Designs been sort - Awaiting S19's, NLC consultation to occur. NLC discussions booked for October 2024??.
PR47	Ablution Block at Airport	Mick					210,000		113000	Grant LA				Public Quotation needed for toilet module. Tender documents for construction being prepared. AAPA clearances received - awaiting S19's
PR46	Sports Precinct Upgrades						349,146		349,146	LA				ON HOLD
PR0101	Staff Housing - Lot 156						1,100,000							Duplex building - project & pm services to be outsourced. Scope and quote to proceed
PR0100	Numbulwar Aged Care Building Works	Luke					1,056,000			Grant				Refurbishment and upgrade of the Aged care facility. Initial concept completed. Planning application is ready to be lodged with PM to be outsourced to proceed to next stage. Completion by end of 2025. Geotech investigations to be carried out this week. 28/11/24 Backup generator delivered to Katherine. Planning for install. Potential issue with Power and Water relating to disconnect/reconnect proces
PR48	Clinic Road Design Phase	Belinda					2,418,395	81,605.00	2,500,000	Grant RGRC		PO105012 PO102933	SCP SCP	Drawings and tender documents being prepared by SCP. Pos Raised for design fees \$81605 exc GST - SCP reworking design to inside road corridor & require MEA for gravel pit, NLC not meeting until October - POTENTIAL ISSUE AS PREVIOUSLY T/O NOT AGREEABLE TO GRAVEL USE. Seeking quotes for basecourse costs ex. Katherine 01/08/24, sent quote estimate to RGRC SLC. SCP to provide alternative design using cement stabilisation - Geotech investigations to be carried out this week. 28/11/24
Robinson River														
Larrimah														
PR0095	Telstra House													Condition assessment and recommendations for the repair of the old Telstra House. Initial investigations have identified asbestos onsite.
Urapunga														

MAJOR PROJECT GATEWAY STATUS REPORT

Date Project ID	Project Name	Officer	Gates				Project Budget	Project Expenditure EX GST	Approved Budget	Funding	Amendments	PO Number	Contractor	Notes?Next Step
			1	2	3	4								
PR49 18/8/2020	Community Hall Shed	Mick					425,000.00	10000, 415,000	LA Grant			TTS Built - Construction CAT Contracting - Certification	<p>Lot number incorrectly identified as Lot 4 - needs to be developed on Lot 31. CEO to discuss with UAC re: options as hall design will not fit on lot 31 alongside MUNNS area. Lot 7 now identified as preferred site, in negotiations with UAC, new lease approved. CAT Contracting to submit new approvals for new site. Awaiting approvals and final documentation. Expected delivery to be dry season 2025</p>	
Project Management Fees														
						250,000								To be utilised for Bulman & Borrooloola Toilet projects & staff housing projects.
Homelands														

21 CLOSED SESSION

21.1 Confirmation of Previous Minutes Confidential Session

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest.

21.2 Previous Committee Minutes Confidential session

Regulation 51(1)(d) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(d). It contains information subject to an obligation of confidentiality at law, or in equity.

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept

21.3 Action List

Regulation 51(1)(c)(iii) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(iii). It contains information that would, if publicly disclosed, be likely to: prejudice the security of the council, its members or staff.

Regulation 51(1)(d) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(d). It contains information subject to an obligation of confidentiality at law, or in equity.

21.4 Superannuation for Elected Members

Regulation 51(1)(c)(iii) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(iii). It contains information that would, if publicly disclosed, be likely to: prejudice the security of the council, its members or staff.

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest.

21.5 Compliance Review Action Report

Regulation 51(1)(c)(iii) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(iii). It contains information that would, if publicly disclosed, be likely to: prejudice the security of the council, its members or staff.

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest.

21.6 Local Decision Making Agreements

Regulation 51(1)(c)(i) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(i). It contains information that would, if publicly disclosed, be likely to: cause commercial prejudice to, or confer an unfair commercial advantage on, any person.

Regulation 51(1)(e) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(e). It contains information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest.

21.7 Tender Variation - Bulman Dump Road

Regulation 51(1)(c)(i) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(i). It contains information that would, if publicly disclosed, be likely to: cause commercial prejudice to, or confer an unfair commercial advantage on, any person.

21.8 Tender Variation - Mataranka Community Office – Wastewater Management System

Regulation 51(1)(c)(i) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(i). It contains information that would, if publicly disclosed, be likely to: cause commercial prejudice to, or confer an unfair commercial advantage on, any person.

21.9 Contract Variation-LG Services Group Pty Ltd for Financial Consulting

Regulation 51(1)(c)(i) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(c)(i). It contains information that would, if publicly disclosed, be likely to: cause commercial prejudice to, or confer an unfair commercial advantage on, any person.

Regulation 51(1)(d) - The Report will be dealt with under Section 293(1) of the Local Government Act 2019 and General Regulation 2021 Part (3) Administration - Division 2 Section 51(1)(d). It contains information subject to an obligation of confidentiality at law, or in equity.