



AGENDA

Ordinary Council Meeting

Tuesday, 24 August 2021

I hereby give notice that an Ordinary Meeting of Council will be held on:

Date: Tuesday, 24 August 2021

Time: 9.00am

Location: Mapoon Aboriginal Shire Council Chambers

**Tim Rose
Chief Executive Officer**

MEETING NOTICE



COUNCIL
MEETING NOTICE

Date Posted:
Reminder

You are respectfully advised that the Council Meeting is Scheduled for August 2021 is as follows:

Date: *Tuesday 24 August*
Time: *Beginning at 9.00am*
Location: *Mapoon Aboriginal Shire Council Meeting Chamber*

The Meeting will be chaired by Cr Aileen Addo, Mayor.

Tim Rose
Chief Executive Officer

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- 1 OPEN MEETING**
- 2 LEAVE OF ABSENCE**

3 CONFIRMATION OF MINUTES

3.1 MINUTES OF THE COUNCIL HELD ON 20 JULY 2021

Author: Royleen Wolski, Governance Manager

Authoriser: Steve Linnane, Acting CEO

Attachments: 1. Minutes of the Council held on 20 July 2021

HEADING

Minutes of the Council Meeting held on 20 July 2021

RECOMMENDATION

1. That the Minutes of the Council held on 20 July 2021 be received and the recommendations therein be adopted.



MINUTES

Ordinary Council Meeting

Tuesday, 20 July 2021

**MINUTES OF MAPOON ABORIGINAL SHIRE COUNCIL MEETING
HELD AT THE MASC COUNCIL CHAMBERS
ON TUESDAY, 20 JULY 2021 AT 9.00AM**

PRESENT: Mayor Aileen Addo (Chair), Cr Margaret Mara, Cr Dawn Braun, Cr Daphne de Jersey, Cr Cameron Hudson

IN ATTENDANCE: Steve Linnane (Chief Executive Officer)

1 OPEN MEETING

The Meeting was opened at 9.00am

A minute's silence was observed in relation to the loss of a community member.

2 LEAVE OF ABSENCE

Nil

3 CONFIRMATION OF MINUTES

3.1 MINUTES OF THE COUNCIL HELD ON 14 JUNE 2021

RESOLUTION C102/21

Moved: Cr Cameron Hudson

Seconded: Cr Dawn Braun

That the Minutes of the Council held on 14 June 2021 be accepted as a true and correct record.

CARRIED

4 MATTERS ARISING FROM THE MINUTES

Nil

5 CONFIDENTIAL REPORTS**RESOLUTION C103/21**

Moved: Cr Margaret Mara
Seconded: Cr Cameron Hudson

Moved: Cr Margaret Mara
Seconded: Cr Cameron Hudson

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 254J of the Local Government Regulations 2012:

5.1 Department of Housing and Public Works New Applications for Permission to Reside for Approval by Mapoon Aboriginal Shire Council

5.2 Department of Housing and Public Works Cultural Recommendations for Property Allocations

These matters are considered to be confidential under Section 254J (3) (i) of the Local Government Regulations 2012, and the Council is satisfied that discussion of these matters are matters that the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State.

CARRIED

RESOLUTION C104/21

Moved: Cr Cameron Hudson
Seconded: Cr Margaret Mara

That Council moves out of Closed Council into Open Council.

CARRIED

5.1 Department of Housing and Public Works Cultural Recommendations for property Allocations

RESOLUTION C105/21

Moved: Cr Cameron Hudson
Seconded: Cr Dawn Braun

That Council endorse the listed applications for permission to reside within Mapoon Aboriginal Shire

CARRIED

5.2 Department of Housing and Public Works Cultural Recommendations for Property Allocations

RESOLUTION C106/21

Moved: Cr Cameron Hudson

Seconded: Cr Margaret Mara

That Council

1. endorse the listed cultural recommendations for property allocations within Mapoon Aboriginal Shire, and
2. delegate authority to the Mayor to complete cultural recommendations for property allocation requests within Mapoon Aboriginal Shire

CARRIED

6 MAYOR AND COUNCILLOR REPORTS

PURPOSE OF REPORT

To advise of the meetings undertaken by Mayor and Councillors.

Mayor Addo's Report

- Council Meeting 15/06/2021.
- Trustee Meeting 15/06/2021.
- Western Cape Campus - Jo Ross (Mapoon Campus Principal) and Peter Linneham (Principal Western Cape College) and Ben Laidlaw (Consultant) on 16/06/2021.
- Apunipima – Opening of Health centre in Kowanyama 22/06/2021.
- Apunipima Meeting – Board meeting 23/06/2021.
- Bertiehaugh Road – Sally and John Witherspoon re: The gazetted Road 28/06/2021.
- Thriving Communities – 29/06/2021
- Kidney Transplant – Premier and QHealth re: Explanation and Rehab services after the transplant 29/06/2021.
- DDMG Meeting – Premier and QHealth re: COVID-19 30/06/2021.
- Covid Vaccine Rollout – Dr Tony Brown re: Roll of Vaccine in late August 06/07/2021.
- WCCCA – Community Event re: WCCCA Opening of new building 15/06/2021.

Deputy Mayor Hudson's Report

- WCCCA Admin Opening Ceremony 15/06/2021.
- Western Cape Coordinating Meeting – Trust Directors 16/06/2021.
- Western Cape Property Trust – WCCCA Trust Directors 17/06/2021.
- Ely Coordinating Meeting – Ely Coordinating Committee 18/06/2021.
- Local Thriving Community – Committee Meeting 29/06/2021.

Councillor de Jersey's Report

- Council Meeting – 14/06/2021.
- Trustee Meeting – 14/06/2021.

Councillor Braun's Report

- Council Meeting – Councillors 14/06/2021.
- Trustee Meeting – 14/06/2021.
- WCC College – Jo Ross, Peter Linneham and Ben Laidlaw re: Been Beneath the Surface Consultant.
- WCCCA 20 Yr. Anniversary.
- Teleconferenced T-shirt Supplier – regarding the Fishing competition – 23/06/2021.
- WCCCA – Elders morning tea re: NAIDOC Heal Country 25/06/2021 (very interesting).
- John Witherspoon – Bertiehaugh.

RESOLUTION C107/21

Moved: Cr Dawn Braun

Seconded: Cr Margaret Mara

That the Councillors reports be received and noted.

CARRIED

7 OPERATIONAL REPORTS**7.1 CHIEF EXECUTIVE OFFICER'S REPORT - MEETINGS ATTENDED****PURPOSE OF REPORT**

To brief Council on meetings undertaken since the previous Council Meeting report.

RESOLUTION C108/21

Moved: Cr Margaret Mara

Seconded: Cr Cameron Hudson

That Council note the meetings attended by the Chief Executive Officer.

CARRIED

The Executive Manager of Finance and Corporate Services was admitted to the meeting for discussions in relation to Items 7.2, 7.3, and 7.4

7.2 OPERATIONAL PLAN 2021-2022**PURPOSE OF REPORT**

The Local Government Regulation 2012 requires that each local government must prepare an annual Operational Plan that is to be adopted prior to, or at the same time as, the adoption of the annual budget.

This report presents the proposed Operational Plan for the 2021-2022 financial year.

RESOLUTION C109/21

Moved: Cr Cameron Hudson

Seconded: Cr Margaret Mara

That the Operational Plan for the 2021-2022 financial year, as attached to the Chief Executive Officer's Report, be adopted

CARRIED

7.3 2021-2022 COUNCIL BUDGET**PURPOSE OF REPORT**

Council's Annual Budget for 2021/22 is presented for adoption by Council. The Annual Budget is developed in accordance with the Local Government Act 2009 and Local Government Regulation 2012

RESOLUTION C110/21

Moved: Cr Margaret Mara

Seconded: Cr Dawn Braun

That

1. Pursuant to section 107A of the Local Government Act 2009 and sections 169 and 170 of the Local Government Regulation 2012, Council's Budget for the 2021/2022 financial year, incorporating:

- The statements of financial position;
- The statements of cash flow;
- The statements of income and expenditure;
- The long-term financial forecast;
- The statements of changes in equity;
- The relevant measures of financial sustainability
- The 2021-2022 Revenue Statement; and
- The 2021-2022 Revenue Policy;

attached to the Chief Executive Officer's Report, as tabled, be adopted.

2. Pursuant to section 133 of the Local Government Regulation 2012, compound interest on daily rests at the rate of seven percent (5%) per annum is to be charged on all overdue rates or charges for a day on or after 1 July 2021.

3. Pursuant to section 205 of the Local Government Regulation 2012, the statement of the financial operations and financial position of the Council in respect of the previous financial year ("the Statement of Estimated Financial Position") be received and its contents noted.

4. Council endorse the 2021/2022 component of the attached 5 Year Fleet Replacement Program.

CARRIED

7.4 EXECUTIVE FINANCE MANAGER – JUNE 2021 REPORT**PURPOSE OF REPORT**

Present to the Council a report outlining program performance and operational actions for June 2021. This report contains listed activities and points for decisions in Council meeting.

RESOLUTION C111/21

Moved: Cr Margaret Mara

Seconded: Cr Cameron Hudson

That Council endorses the Financial Reports for the financial period June 2021.

CARRIED

The Executive Manager of Infrastructure and Works was admitted to the meeting for discussions in relation to Items 7.5 and 7.6

7.5 EXECUTIVE MANAGER OF INFRASTRUCTURE AND WORKS REPORT**PURPOSE OF REPORT**

Present to Council a report of program performance and operational actions for the previous month

RESOLUTION C112/21

Moved: Cr Cameron Hudson

Seconded: Cr Dawn Braun

That the Report of the Executive Manager of Infrastructure and Works be received and noted.

CARRIED

7.6 PLANNING APPROVAL/ DEVELOPMENT PERMIT FOR RECONFIGURATION OF A LOT**PURPOSE OF REPORT**

Creating Lot 801, balance lot 128 and new road (Nouiga Street, Mapoon)

Cancelling Lot 128 SP321487 (SP316345) Weipa-Mapoon Road, Mapoon

Planning Approval: Development permit for Reconfiguration of a Lot approval

BACKGROUND

Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships on behalf of Mapoon Aboriginal Shire Council (Applicant) has applied for a Development Permit for Reconfiguration of a Lot to create proposed LOT 801, new road (Nouiga Street) and balance lot 128.

Attachment A *Proposed Realignment Of Lot, Nouiga Street PR149174-1* shows the site location and proposed lots.. The subject land is Deed of Grant in Trust land registered to the Mapoon Aboriginal Shire Council as Trustee

The application and supporting material has been assessed against the Mapoon Aboriginal Shire Council Planning Scheme – November 2019 and is not considered to be in conflict with the Planning Scheme.

RESOLUTION C113/21

Moved: Cr Cameron Hudson

Seconded: Cr Daphne de Jersey

That in accordance with the Planning Act 2016, the applicant be notified that the application for a development permit for the development specified in (A) is:

Approved by Council in accordance with the approved plans/documents listed in (B), subject to assessment manager conditions in (C), Concurrence Conditions in (D), assessment manager's advice in (E), relevant period in (F), and further approvals from Council listed in (G);

and

The assessment manager does not consider that the assessment manager's decision conflicts with a relevant instrument.

(A) APPROVED DEVELOPMENT:

- Development Permit for a Reconfiguration of a Lot approval for Proposed Lot 801, new road and Lot 128

(B) APPROVED PLANS:

| Plan | Document Title | Prepared by | Dated |
|------------|---|-------------|-----------|
| PR149174-1 | Proposed Lots 801, balance lot 128 & new road (Nouiga Street, Mapoon) cancelling Lot 128 SP316345 | RPS | 13-4-2021 |

(C) ASSESSMENT MANAGER'S CONDITIONS (COUNCIL)

1. Development must be carried out substantially in accordance with the approved plans and the facts and circumstances submitted with the application, subject to any alterations:
 - 1.1. found necessary by Council's delegated officer at the time of examination of the engineering plans or during construction of the development because of particular engineering or cultural heritage requirements; and
 - 1.2. to ensure compliance with the following conditions of approval.
2. All works must be carried out in accordance with the approved plans, conditions and specifications, to the requirements and satisfaction of the Chief Executive Officer.
3. Council's examination of the documents should not be taken to mean that the documents have been checked in detail and Council takes no responsibility for their accuracy. If during construction, inadequacies of the design are discovered, it is the responsibilities of the Consulting Engineers to resubmit amended plans to Council for Approval and rectify works accordingly.
4. Notwithstanding any approval given to engineering documents, where a discrepancy occurs between these documents and Council's standards, then Council's standards shall apply. All works must be performed in accordance with Council standards and Local Laws and other statutory requirements, unless specifically listed in the project specific conditions.
5. In in fact there are errors, omissions of insufficient detail on the plans for the purpose of construction, these deficiencies shall be made good during construction and Council reserves the right to withhold approval of construction until such deficiencies are made good to its satisfaction.
6. All works must be carried out in accordance with the approved plans, conditions and specifications, to the requirements and satisfaction of the Chief Executive Officer.

7. General

- 7.1. The applicant/developer is responsible for the cost of necessary alterations to existing public utility mains, services or installations required by works in relation to the proposed development or any works required by condition(s) of this approval.
- 7.2. All payments or bonds required to be made to the Council pursuant to any condition of this approval must be made prior to the endorsement of the plan of survey and at the rate applicable at the time of payment.

7.3. The developer must relocate (in accordance with FNQROC standards) any services such as water, sewer, drainage, telecommunications and electricity that are not wholly located within the lots that are being created/serviced where required by the relevant authority, unless approved by Council's delegated officer.

7.4. Where utilities traverse the subject property to service another lot, an easement must be created or alternate measure be implemented to protect the service infrastructure, to the satisfaction of Council's delegated officer. The developer is to pay all costs (including Council's legal expenses) to prepare and register the easement document.

7.5. All works must be designed, constructed and carried out in accordance with FNQROC Development Manual requirements (as amended) and to the satisfaction of Council's delegated officer.

8. Timing of Effect

8.1. The conditions of the development permit must be complied with to the satisfaction of Council's delegated officer prior to the endorsement of the plan of survey, except where specified otherwise in these conditions of approval.

9. Infrastructure Services and Standards

9.1. Stormwater Drainage

The applicant/developer must take all necessary steps to ensure a non- worsening effect on surrounding land as a consequence of the development and must take all reasonable and practical measures to ensure discharge occurs in compliance with the Queensland Urban Drainage Manual (QUDM) and the FNQROC Development Manual, to the satisfaction of Council's delegated officer.

All stormwater drainage must be collected from site and discharged to an approved legal point of discharge.

9.2. Water Supply

The developer is required to extend or upgrade the reticulated water supply infrastructure to connect the site to Council's existing infrastructure at a point that has sufficient capacity to service the development in accordance with FNQROC Development Manual standards (as amended).

A water service connection must be provided to each of the proposed lots in accordance with the FNQROC Development Manual standards (as amended) to the satisfaction of Council's delegated officer.

9.3. Electricity provision/supply

The applicant/developer must ensure that an appropriate level of electricity supply is provided to the proposed lots in accordance with FNQROC Development Manual standards (as amended) to the satisfaction of Council's delegated officer.

Written advice from an Electricity Service Provider is to be provided to Council indicating that an agreement has been made for the provision of power reticulation.

9.4. Telecommunications

The applicant/developer must enter into an agreement with a telecommunication carrier to provide telecommunication services to Proposed Lots and arrange provision of necessary conduits and enveloping pipes.

Written advice from a communications service provider is to be provided to Council indicating that an agreement has been made to provide telecommunication services to the proposed lot.

10. Access

Proposed Nouiga Street is to be opened as a Public Road.

(D) STATE CONCURRENCE CONDITIONS

| No. | Conditions | Condition timing |
|---|---|------------------|
| Reconfiguring of a lot | | |
| Schedule 10, Part 17, Division 3, Subdivision 5, Table 1 – Reconfiguring a lot within the coastal management district - The Chief Executive administering the <i>Planning Act 2016</i> nominates the Director-General of the Department of Environment and Science to be the enforcement authority for the development to which this development approval relates for the administration and enforcement of any matter relating to the following condition: | | |
| 1. | <p>The development must be carried out generally in accordance with the following plans:</p> <ul style="list-style-type: none"> Proposed Lots 801, balance Lot 128 & new road (Nouiga St) Cancelling Lot 128 on SP316345, prepared by RPS Australia East Pty Ltd, dated 13-04-2021, drawing: PR149174-1. | At all times |

Refer to full copy of Concurrence Conditions In Attach B of Report.

(E) ASSESSMENT MANAGER'S ADVICE

- (a) Compliance with applicable codes/policies

The development must be carried out to ensure compliance with the provisions of Council's Local Laws, Planning Scheme Policies, Planning Scheme and Planning Scheme Codes to the extent they have not been varied by a condition of this approval.

(b) Compliance with Acts and Regulations

The erection and use of the building must comply with the Building Act and all other relevant Acts, Regulations and Laws, and these approval conditions.

(c) Cultural Heritage

In carrying out the activity the applicant must take all reasonable and practicable measures to ensure that no harm is done to Aboriginal cultural heritage (the "cultural heritage duty of care"). The applicant will comply with the cultural heritage duty of care if the applicant acts in accordance with gazetted cultural heritage duty of care guidelines. An assessment of the proposed activity against the duty of care guidelines will determine whether or to what extent Aboriginal cultural heritage may be harmed by the activity. Further information on cultural heritage, together with a copy of the duty of care guidelines and cultural heritage search forms, may be obtained from www.datsip.qld.gov.au

(F) RELEVANT PERIOD

When approval lapses if development not started (s.85)

- Reconfiguring of a Lot– four (4) years (starting the day the approval takes effect).

(G) OTHER NECESSARY DEVELOPMENT PERMITS AND/OR COMPLIANCE PERMITS

- Development Permit for Building Work

CARRIED

7.7 ACTING EXECUTIVE MANAGER ENVIRONMENTAL SERVICES, LAND AND SEA, PARKS AND GARDENS

PURPOSE OF REPORT

To present to Council a report of Program Performance and Operational actions for the previous month.

RESOLUTION C114/21

Moved: Cr Dawn Braun

Seconded: Cr Margaret Mara

That the report of Acting Executive Manager of Environmental Services, Land and Sea Rangers and Parks and Gardens be received and noted.

CARRIED

7.8 GOVERNANCE MANAGER'S REPORT ON MAPOON STORE, ACCOMMODATION AND CAMP GROUNDS**PURPOSE OF REPORT**

To update Council on enterprises matters in relation to Mapoon Store, Paanja Lodge and Contractor's Dongas and Cullen Point Campgrounds.

RESOLUTION C115/21

Moved: Cr Margaret Mara

Seconded: Cr Dawn Braun

That report of the Governance Manager be received and noted.

CARRIED

RESOLUTION C116/21

Moved: Cr Margaret Mara

Seconded: Cr Cameron Hudson

That Council direct the Chief Executive Officer to investigate with DATSIP the identification of a new cemetery site for incorporation into the Mapoon Master Plan

CARRIED

7.9 WOMEN'S COORDINATOR REPORT**PURPOSE OF REPORT**

To advise Council of the activities of the Women's Program.

RESOLUTION C117/21

Moved: Cr Cameron Hudson

Seconded: Cr Margaret Mara

That the Women's Program Officer's Report be received and noted.

CARRIED

7.10 HUMAN RESOURCES REPORT**PURPOSE OF REPORT**

To advise Council of the operations of the Human Resource Department.

RESOLUTION C118/21

Moved: Cr Cameron Hudson

Seconded: Cr Margaret Mara

That the HR Manager's Report be received and noted.

CARRIED

The Community Services Coordinator was admitted to the meeting for discussions in relation to Items 7.11 and 7.12

7.11 COMMUNITY SERVICES -PLAYGROUP**PURPOSE OF REPORT**

To give an update to Council on the progress of the Playgroup Program.

RESOLUTION C119/21

Moved: Cr Cameron Hudson

Seconded: Cr Dawn Braun

That the Community Services Coordinator's Playgroup Report be received and noted.

CARRIED

7.12 COMMUNITY AGED AND DISABILITY SERVICES**PURPOSE OF REPORT**

To give an update to Council on the progress of the Aged Care and Disability Services

RESOLUTION C120/21

Moved: Cr Margaret Mara

Seconded: Cr Daphne de Jersey

That the Community Services Coordinator's report in relation to the Community Aged and Disability Services be received and noted.

CARRIED

7.13 REPORTS - INTERIM MAPOON LOCAL THRIVING COMMUNITIES ADVISORY COMMITTEE MEETING

PURPOSE OF REPORT

To present to Council the Reports on the two (2) Interim Mapoon Local Thriving Communities Advisory Committee Meetings held on 26 May 2021 and 29 June 2021.

RESOLUTION C121/21

Moved: Cr Cameron Hudson

Seconded: Cr Daphne de Jersey

That Council

1. Note and endorse the Reports of the Interim Mapoon Thriving Communities Committee Meetings held on 26 May 2021 and 29 June 2021.
2. Amend the Remuneration Clause of the Terms of Reference of the Interim Mapoon Local Thriving Communities Advisory Committee to read as follows - *Remuneration – Unless determined otherwise by the State Government, no remuneration is applicable for community members. Councillors and Council Staff (excluding Council Staff who are appointed to the Advisory Committee as community members) will receive no additional remuneration for this committee.*
3. Support the proposal that the Interim Mapoon Local Thriving Communities Advisory Committee meet on the first Tuesday of each month for the remainder of 2021 and consideration be given to quarterly meetings in 2022.

CARRIED

8 ANY OTHER BUSINESS

8.1 2022 SPECIAL HOLIDAYS REQUEST

PURPOSE OF REPORT

To advise Council of the need to submit a Special Holidays Request for 2022

RESOLUTION C122/21

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That Council make application for the gazettal of the following Special and Show Holidays-

| | |
|---------------------|--------------------------|
| NAIDOC Day | Friday 8 July 2022 |
| Cairns Show Holiday | Friday 15 July 2022 |
| Mapoon Day | Friday 23 September 2022 |

CARRIED

8.2 REQUEST BY TORRES CAPE INDIGENOUS COUNCIL ALLIANCE (TCICA) INC. FOR NOMINATIONS FOR A TCICA REPRESENTATIVE TO PARTICIPATE ON AN INDIGENOUS LED STEERING COMMITTEE TO GUIDE THE DEVELOPMENT OF THE TROPICAL NORTH QUEENSLAND FIRST NATIONS TOURISM ACTION PLAN.

PURPOSE OF REPORT

To advise Council that the Torres Cape Indigenous Council Alliance (TCICA) Inc have called for nominations for a TCICA representative to participate in the Indigenous-led Steering Committee to guide the development of the Tropical North Queensland First Nations Tourism Action Plan.

It was agreed that Council receive and note the report.

8.3 TORRES CAPE INDIGENOUS COUNCIL ALLIANCE (TCICA) INC. CANBERRA ADVOCACY REPORT JUNE 2021

PURPOSE OF REPORT

To advise Council of the Torres Cape Indigenous Councils Alliance (TCICA) Inc. for the Advocacy Trip to Canberra

It was agreed that Council receive and note the report.

8.4 CERTIFICATION OF ABORIGINALITY

RESOLUTION C123/21

Moved: Cr Cameron Hudson

Seconded: Cr Daphne de Jersey

That Council authorise the Mayor to sign the Certificates of Aboriginality for Joseph James Conkey and Jimmy Lawrence McAuley Conkey.

CARRIED

9 CORRESPONDENCE IN**9.1 CORRESPONDENCE IN FOR COUNCIL TO NOTE****PURPOSE OF REPORT**

To advise Council of the following Correspondence IN –

1. Department of Transport and Main Roads Letter dated 22 June 2021 in relation to the extension of the Local Fares Scheme.
2. Department of Transport and Main Roads Local Fares Scheme Overview dated 1 July 2021
3. Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships, dated 1 July 2021.
4. Robbie Katter MP dated 9 July 2021 in relation to feedback on Working with Children (Indigenous Communities) Amendment Bill 2021.
5. Working With Children (Indigenous Communities) Amendment Bill 2021.
6. Working with Children (Indigenous Communities) Amendment Bill Explanatory Notes.
7. Dr Chris Sarra, Director-General, Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships letter dated 8 July 2021 in relation to funding to develop a community-led Domestic and Family Violence (DFV) Action Plan.

RESOLUTION C124/21

Moved: Cr Cameron Hudson

Seconded: Cr Daphne de Jersey

That

1. Council receive and note the above correspondence, and
2. Council support Working with Children (Indigenous Communities) Amendment Bill 2021, as supplied by Robbie Katter MP.

CARRIED

10 CORRESPONDENCE OUT

Nil

11 NEXT MEETING DATE

Proposed date for next meeting: 24 August 2021

12 CLOSE MEETING

The Meeting closed at 4.55pm

.....
CHAIRPERSON

4 MATTERS ARISING FROM THE MINUTES

5 CONFIDENTIAL REPORTS**RECOMMENDATION**

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 275 of the Local Government Act 2012:

5.1 Confidential - 2021 Interim Report - Queensland Audit Office

This matter is considered to be confidential under Section 275 - h of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

5.2 Confidential Report - Internal Audit Report - Payroll

This matter is considered to be confidential under Section 275 - h of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

6 MAYOR AND COUNCILLOR REPORTS**6.1 MAYOR & COUNCILLOR'S REPORTS**

Author: Aileen Addo, Mayor
Authoriser: Steve Linnane, Acting CEO
Attachments: Nil

PURPOSE OF REPORT

To provide the Reports of the Mayor & Councillors

BACKGROUND

The Mayor & Councillors tabled their reports on the Proforma provided previously.

RECOMMENDATION

That the Mayor & Councillor's Reports be received and noted.

7 OPERATIONAL REPORTS

7.1 CHIEF EXECUTIVE OFFICER'S REPORT - MEETINGS ATTENDED

Author: Steve Linnane, Acting CEO

Authoriser: Steve Linnane, Acting CEO

Attachments: Nil

PURPOSE OF REPORT

To brief Council on meetings undertaken since the previous Council Meeting report.

BACKGROUND

- Mayor, Councillors, and Chief Executive Officer attended the Council Meeting on 20 July 2021.
- Mayor, Councillors, and Chief Executive Officer attended a workshop in Mapoon on 21 July 2021 with representatives of Weipa Town Authority, Weipa Police and Council's consultant Tammie Matson to provide input into the development of the Mapoon Economic & Tourism Development Strategies.
- Mayor, Councillors, and Chief Executive Officer met with Tim Poole and Anna Sambo from Engagement and Partnerships Team, Aboriginal and Torres Strait Islander Housing, Department of Communities, Housing and Digital Economy in Mapoon on 21 July 2021 for a workshop on the Mapoon Local Housing Plan.
- Mayor, Councillors, and Chief Executive Officer met with the Hon Warren Entsch MP Federal Member for Leichhardt and staff from his Office, in Mapoon on 21 July 2021 for discussions on various issues.
- Chief Executive Officer met with Penny Bieman, Adviser, Eastern Group, National Indigenous Australians Agency in Mapoon on 22 July 2021 for discussions on various Federally funded programs (Playgroup, Rangers and Aged Care)
- Chief Executive Officer met with Senator Malcolm Roberts and staff from his Office, in Mapoon on 26 July 2021 for discussions on various issues.
- Mayor, Councillors, and Chief Executive Officer attended the Trustee Meeting on 27 July 2021.
- Chief Executive Officer attended a Forum for Chief Executive Officers Indigenous Council's in Cairns on 29 July 2021.
- Chief Executive Officer met with Marnie Wettenhall from National Indigenous Australians Agency (via teleconference) on 29 July 2021.
- Mayor, Deputy Mayor, and Chief Executive Officer attended the Mapoon Interim Thriving Communities Advisory Committee Meeting on 3 August 2021.
- Mayor, Councillors, Chief Executive Officer, and various Council Officers attended Mapoon Local Government Disaster Management Meetings on 4 and 9 August 2021 in relation to

the COVID-19 lockdowns in Cairns and Yarrabah. Various teleconference were held with TCICA, DATSIP, and District Disaster Management Group meetings were attended.

- Other various operational and administrative meetings were also undertaken.

RECOMMENDATION

That Council note the meetings attended by the Chief Executive Officer

7.2 COUNCILLOR VACANCY

Author: Steve Linnane, Acting CEO

Authoriser: Steve Linnane, Acting CEO

Attachments: Nil

PURPOSE OF REPORT

To update Council on the recent resignation of Councillor Margaret Mara.

BACKGROUND

Councillor Margaret Mara has resigned with an effective date of 3 August 2021.

The Electoral Commission of Queensland (ECQ) is required to conduct to fill the vacancy in accordance with the requirements of section 166(1)(b) the Local Government Act 2009 (the Act).

Section 163 of the Act directs that a vacancy in the office of a councillor must be filled by the local government within two months of the vacancy occurring. To meet this requirement, the result of the by-election would need to be declared no later than 2 October 2021.

The ECQ is currently proposing

- Calling nominations from Thursday 2 September 2021 to Monday 6 September 2021.
- conduct pre-poll voting on Friday 24 September 2021 and polling day on Saturday 25 September 2021.

RECOMMENDATION

That

1. the report be received,
2. Council note the need for a by-election and the filling of the Councillor vacancy by 3 October 2021.

7.3 REPORT - INTERIM MAPOON THRIVING COMMUNITIES ADVISORY COMMITTEE MEETING

Author: Steve Linnane, Acting CEO

Authoriser: Steve Linnane, Acting CEO

Attachments: Nil

PURPOSE OF REPORT

To present to Council the Report on the Interim Mapoon Local Thriving Communities Advisory Committee Meeting held on 3 August 2021.

BACKGROUND

The Interim Mapoon Local Thriving Communities Advisory Committee held a meeting on 3 August 2021. The major issue discussed at the meeting was the development of the Draft Community Safety Plan. It is expected that the finalised draft Community Safety Plan will be referred to the September Council Meeting with a recommendation of further community consultation with a target that it be adopted by Council at the October Meeting.

RECOMMENDATION

That the Report on the Interim Mapoon Local Thriving Communities Advisory Committee Meeting held on 3 August 2021 be received and endorsed.

7.4 TCICA COMMUNIQUE

Author: Steve Linnane, Acting CEO

Authoriser: Steve Linnane, Acting CEO

Attachments: 1. TCICA Communique August 2021.pdf

PURPOSE OF REPORT

To provide Council with the TCICA Communique dated August 2021

RECOMMENDATION

That Council receive and note this report.



COMMUNIQUE

The Torres Cape Indigenous Council Alliance (TCICA) Inc held its August meeting by videoconference yesterday, with over 20 Mayors, Councillors and Chief Executives participating in discussions on matters including COVID-19, regional education, local government grants methodology, future advocacy planning, and a community-led campaign to stop the flow of sly grog into communities.

During the meeting TCICA formally agreed to enter into a Memorandum of Understanding with the Local Government Association of Queensland (LGAQ) to formalise the relationship between the two organisations.

COVID-19

The threat of COVID-19 and especially the dangerous Delta variant remains a major issue for vulnerable communities in Cape York, the Torres Strait and on Mornington Island. While the news of lockdowns being lifted in Cairns and Yarrabah in the wake of no new cases was positive, communities still need to be highly vigilant and prepared for a possible outbreak.

Some councils including Torres Shire, Pormpuraaw, Mornington Shire, and Wujal Wujal have put in place firm measures to restrict people coming into communities for non-essential or non-urgent business. TCICA has also collectively asked staff of government agencies, non-government organisations and others to reconsider the need to travel and instead look to online platforms such as Zoom and Teams to conduct meetings, and this advice still stands. It is very pleasing to see that position has been strongly supported across government, NGOs and industry.

Regional Education

Leaders heard from senior officers of the Department of Education Priscilla Holborn, Ken McLean and Justin Butler, on initiatives within the Department to establish a *State Schooling Indigenous Education – Engagement through Co-design Project Board* to support the implementation of a state-wide co-design program. Aligning with the intent of Local Thriving Communities, this system reform program is expected to reshape the way Indigenous education is designed and delivered to ensure the best possible outcomes for Indigenous students.

Leaders also heard about the establishment of a *Far North Queensland Regional Local Community Education Board* to bring Aboriginal and Torres Strait Islander people to the decision-making table. This pilot project will initially work across three sites – Bentley Park, Western Cape College, and Aurukun.

The Department invited TCICA to nominate representatives to participate on each of these Boards and this will be confirmed in the coming weeks.

Local government grants methodology

TCICA received a presentation from Queensland Local Government Grants Commission Member and Chief Executive of Napranum Aboriginal Shire Council Janelle Menzies on the work the Commission is doing to review local government grants methodology.

The Commission is looking to change the allocation method of the Commonwealth's Financial Assistance Grant to ensure a more equitable and transparent distribution of funds to Queensland local governments. Members noted the challenges of achieving financial sustainability and the need for the new methodology to reflect the realities of those councils with a very limited rates base from which to generate own-source revenue.

Outcomes of the review will be presented to councils at the LGAQ Annual Conference in late October.

Local Government Association of Queensland

Tony Goode and Allen Cunneen of LGAQ briefed TCICA on the status of actions arising from the Indigenous Leaders Forum.

A working group has been established to identify the rates and fees being charged across First Nations councils, with a survey distributed in June to all 17 councils across Queensland. Data has been collated and will be circulated amongst councils soon. Initial reviews of the data indicate many inconsistencies in rates and services charges, and opportunities to bring about a consistent approach so that councils can strike a much fairer deal wherever possible. This data will also be shared with Cook Shire Council and Weipa Town Authority to help support financial sustainability planning and initiatives.

TCICA discussed LGAQ's upcoming Annual Conference. Leaders agreed to share any individual council motions across the group so that councils can support each other during debates. Mayors agreed that TCICA would collectively support a motion by a member council calling for a freight subsidy for the region.

Sly Grog Campaign

Leaders discussed the need for a sly grog campaign to help slow the flow of sly grog into communities. A coordinated approach is needed to address matters such as liquor licencing, policing and interception of grog coming into communities, the education of local people on the negative impacts of sly grog, and the promotion of positive messaging to encourage people to drink responsibly.

Mayors agreed that this a great initiative. Key partners will be identified to work with TCICA to help take this forward.

Mayors noted that enforcement of alcohol restrictions across the whole of the road network in the Cape through vehicle searches is not the right answer to stopping alcohol reaching communities. While no one wants to see illegal grog in communities, innocent local people should not have their rights eroded even further.

Mayors agreed to call for a roundtable with the ministers responsible for liquor licencing, policing and Aboriginal and Torres Strait Islander peoples to discuss the issue and identify strategies to manage and reduce the impact of sly grog.

Regional Queensland Council of Mayors

Mayors were briefed on a proposal to establish a membership-based Regional Queensland Council of Mayors to support advocacy priorities shared by councils and representative

bodies including TCICA that operate outside of South East Queensland. Discussion focussed on existing collaborative arrangements and questions around the need for another body that would likely stretch already stretched resources.

Leaders agreed not to support a Regional Queensland Council of Mayors at this time.

Advocacy

TCICA discussed future advocacy visits to Brisbane and Canberra in light of current COVID-19 outbreaks and the ongoing threat of COVID reaching the region. Leaders agreed that the risk of travel to Brisbane and especially Canberra is too great and that planning would be difficult until there is certainty that the risk has passed.

It was noted that the upcoming LGAQ Annual Conference in Mackay would instead be an opportunity to engage with State Ministers and that meetings should be sought during this time. Mayors also agreed on a 'virtual advocacy' initiative with Federal parliamentarians, noting the importance of engaging with Canberra in the lead up to the next Federal Election.

Next Meeting

TCICA's next meeting will be scheduled for the second week of November. The TCICA 2021 Local Government Disaster Management and Resilience Forum postponed from 12 August is expected to be held during September.

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| 7.5 | OPERATION REPORT FOR AUGUST COUNCIL MEETING FROM EXECUTIVE MANAGER FOR INFRASTRUCTURE |
|------------|--|

Author: Tom Smith, Executive of Infrastructure & Works

Authoriser: Steve Linnane, Acting CEO

Attachments: Nil

PURPOSE OF REPORT

Present to Council a report of program performance and operational actions for the previous month

BACKGROUND

Council Has several larger projects currently under construction which are at various stages of completion.

DISCUSSION

DISCUSSION

Works Activities to Date:

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| Social Housing blocks: | <ul style="list-style-type: none"> • Fencing continuing to all blocks. • House pads installed • Tender for builder to lock up open until 238/2021 |
| Church Works: | <ul style="list-style-type: none"> • Ergon on site connection expect soon. • Once power connected, completion minor defect will commence. |
| Building Our Regions 5 (BoR 5) Paanja Lodge Cabins: | <p>In relation to all four units</p> <ul style="list-style-type: none"> • Walls external are 100% complete, • Windows are 100% complete, • Trusses, roof sheeting and gutters are 100% complete, • External doors to Lock-up 100% complete, • Internal all battening and blocking 100% complete, • First fix electrical 100% complete, • First fix Plumbing 100% complete, |

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| Building Our Regions 5; Paanja Lodge Cabins (Continued): | <ul style="list-style-type: none"> • In Ground Plumbing 75% complete, • Internal door frames 100% complete, • Installation of fencing 80% complete, • External decking 100% complete, • Internal Plaster boarding 100% complete, • Kitchen/wardrobe manufacture 100% complete, • Concrete works driveways and carparks 80% complete, • Bathrooms 70% complete, • Tiling 90% complete, • Construction of carpark/solar power support 90% complete, • Internal decoration 50% complete, • Floor coverings 25% complete, |
| The Works for Queensland (W4QLD 20-21) Store Project: | <ul style="list-style-type: none"> • Pad filling is underway compaction is being achieved. • Once inspection criteria is achieved, set-up and pouring of slab is to commence. |
| Designs for the Project “Monsoon Rain Relief”: | <ul style="list-style-type: none"> • Final draft designs for tradesman ally and the bund wall designs for the fuel bowzers at the heavy workshop nearing completion, expecting full design early September. |
| The Works for Queensland (W4QLD 19-21) Cultural Centre: | <ul style="list-style-type: none"> • Roof purlins 100% complete, • Wall framing 100% complete, • Roof sheeting 85% complete, • Electrical first fix 100% complete, • Plumbing first fix 100% complete, |

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| | <ul style="list-style-type: none"> • Aircon first fix 100% complete, • All internals' walls and suspended ceilings 100% complete. • Plaster boarding and setting 100% complete, • External wall sheeting 70% complete, • Joinery manufacturer 40% complete, • Café fit out manufacture 50% complete, |
| Building Our Regions 4 (BoR 4) New Staff Housing: | <ul style="list-style-type: none"> • Ergon connection underway once powered up minor touch up to commence. • |
| Barge landing | <ul style="list-style-type: none"> • Commencement work 9th August. • Currently working with tide timetable to forward plan the barge planks. |
| Water Tank Construction | <ul style="list-style-type: none"> • Main slab poured 100% complete, • Tank walls formed steeled and poured 100% complete, • New water connections are installed 90% complete, • The Supervisory Control and Data Acquisition (SCADA) 50% complete, • Tanks filled and cleaned ready for commissioning |
| Mapoon Airport: Mapoon Airport: (Continued) | <ul style="list-style-type: none"> • Electrical tester has arrived all circuits are fine Airport re-bulbed and working fine. • Twice weekly checks have commenced once more, and the flying Doctor informed that night landing is again achievable if required. |

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| | <ul style="list-style-type: none"> Construction defects at the airport are in post tender correspondence once all answers and saving have been achieved and answered work should commence. Airport defects will be completed before the next wet season. |
| QBuild Maintenance: | <ul style="list-style-type: none"> Currently up to date and invoicing continuing. |
| QBuild Upgrades: | <ul style="list-style-type: none"> Lot 4: minor works 80% complete, painting and flooring to commence to complete, Lot 38: rear veranda underway. Bathroom upgrade at lot 45 Underway |
| Workshop: | <ul style="list-style-type: none"> Vehicle servicing up to date other than any awaiting parts RFQ currently open on Vendor panel for the replacement vehicles to the Council fleet. |
| AMO EHW: | <ul style="list-style-type: none"> Water supply excellent. Current equipment working well with the new system coming online shortly. Vet visit has been delayed from August to September due to the covid outbreaks in the State. 90% of all the horse have now been moved out on country where they will be maintained by the AMO giving them Horse lick blocks and other treats to persuade them to stay. |

RECOMMENDATION

That the Report of the Executive Manager of Infrastructure and Works be received and noted.

7.6 EXECUTIVE FINANCE MANAGER - JULY 2021 REPORT

Author: Elzebie Groenewald, Executive Manager Financial Services

Authoriser: Steve Linnane, Acting CEO

Attachments: 1. Financial Report July 2021

PURPOSE OF REPORT

Present to the council a report outlining program performance and operational actions for the previous month. This report contains listed activities and points for decisions in Council meeting.

DISCUSSION**Finance**

Finance department has been busy with the external auditors from Queensland Audit Office. A preliminary finance report has been prepared for July 2021 as we are still in the process of finalising end of year balances and asset valuations.

Profit & Loss

As at 31st July 2021 the council made a net loss of \$351,444. This is a preliminary report for the year to date ended 31st July 2021 and expected funding was not received in July.

Revenue

As at 31st July 2021 the council received revenue totalling \$1.398M, 35% below the budget of \$2.137M. This is due to timing of funds expected for the new financial year and prior year grant revenue still to be finalised.

General Expenses & Cost of Goods Sold

As at 31st July 2021 Council total expenditure was \$1.750M, 19% below the budget of \$2.163M. This is due to a timing difference on completing projects.

Store

The store has made a Net Loss of \$10,566 for the month of July.

Untied Funds

The Council currently holds \$4.935M in untied funds.

RECOMMENDATION

That Council receive the report and endorse the Financial Reports for the financial period July 2021.

PO Box 213
Weipa Qld 4874

Profit & Loss [Budget Analysis]

July 2021 through June 2022

| | Selected Period | Budgeted | \$ Difference | % Difference |
|--------------------------------|-----------------|--------------|---------------|--------------|
| Income | | | | |
| Agency Fees | | | | |
| Income - Centrelink Agency Fee | \$2,445.38 | \$1,842.25 | \$603.13 | 33% |
| Income - Postal Agency Commis | \$872.25 | \$932.42 | -\$60.17 | -6% |
| Landing Fees | \$0.00 | \$10.00 | -\$10.00 | |
| Revenue - Hire - Plant & Equip | \$0.00 | \$59,232.50 | -\$59,232.50 | |
| Revenue - Hire of Vehicle | \$0.00 | \$2,229.75 | -\$2,229.75 | |
| Income - Fishing Licence | \$550.00 | \$417.75 | \$132.25 | 32% |
| Membership Fee | \$18.18 | \$606.50 | -\$588.32 | -97% |
| Ranger Contract Services | \$90.91 | \$1,298.42 | -\$1,207.51 | -93% |
| L&S Miscellaneous Income | \$490.91 | \$278.00 | \$212.91 | 77% |
| Rental Receipts Social Housing | \$1,150.00 | \$1,495.00 | -\$345.00 | -23% |
| Staff Housing | \$0.00 | \$1,365.00 | -\$1,365.00 | |
| Rates | \$0.00 | \$1,216.08 | -\$1,216.08 | |
| Lease payments Housing | \$255,493.98 | \$24,558.83 | \$230,935.15 | 940% |
| Dongas Accommodation | \$47,527.25 | \$55,737.33 | -\$8,210.08 | -15% |
| Rental - Misc properties | \$4,599.55 | \$11,734.08 | -\$7,134.53 | -61% |
| Administration Fees | \$0.00 | \$0.00 | \$0.00 | |
| Income - Administration Fees | \$0.00 | \$65,159.25 | -\$65,159.25 | |
| Income - Bank Interest | \$1,553.57 | \$2,045.08 | -\$491.51 | -24% |
| Works Sales - Houses | \$135,652.92 | \$549,373.25 | -\$413,720.33 | -75% |
| Workshop Sales - Mech External | \$1,400.36 | \$1,970.75 | -\$570.39 | -29% |
| Workshop sales Internal | \$14,003.50 | \$13,593.33 | \$410.17 | 3% |
| Workshop sales Fuel Internal | \$9,503.23 | \$6,025.92 | \$3,477.31 | 58% |
| Workshop sales fuel External | \$0.00 | \$75.17 | -\$75.17 | |
| Store Sales - GST | \$0.00 | \$44,792.92 | -\$44,792.92 | |
| Store Sales - GST Free | \$89,887.22 | \$43,936.00 | \$45,951.22 | 105% |
| Camping Fees- Town , Cullen Pt | \$5,108.16 | \$2,231.92 | \$2,876.24 | 129% |
| Camping Fees-Outside town area | \$0.00 | \$151.25 | -\$151.25 | |
| Store sales - Fuel | \$45,075.86 | \$32,609.42 | \$12,466.44 | 38% |
| Store Sales- Phone IT Services | \$7,069.99 | \$6,146.17 | \$923.82 | 15% |
| Store Sales- Electricity cards | \$11,972.77 | \$14,444.83 | -\$2,472.06 | -17% |
| ATM - Rebates | \$1,274.40 | \$682.58 | \$591.82 | 87% |
| Store Sales - Cigarettes | \$51,856.43 | \$52,798.25 | -\$941.82 | -2% |
| Aged Care Meals | \$345.46 | \$0.00 | \$345.46 | |
| Sales - Gas Bottles | \$545.46 | \$1,491.75 | -\$946.29 | -63% |
| Washing Machine, Coin operated | \$0.00 | \$36.08 | -\$36.08 | |
| Sales - AMO Service | \$0.00 | \$258.42 | -\$258.42 | |
| Other income | \$0.00 | \$0.00 | \$0.00 | |
| Reimbursements | \$12,761.05 | \$9,638.83 | \$3,122.22 | 32% |
| Refunds/Claims | \$0.00 | \$307.00 | -\$307.00 | |

| | | | | |
|--------------------------------|-----------------------|-----------------------|----------------------|-------------|
| Unexpended Grants b/fwd | \$0.00 | \$267,829.42 | -\$267,829.42 | |
| Unexpended Grants C/fwd | \$0.00 | \$758.25 | -\$758.25 | |
| Grants - General Purpose | \$0.00 | \$1,250.00 | -\$1,250.00 | |
| Grants - Operating - State | \$230,970.50 | \$403,639.17 | -\$172,668.67 | -43% |
| Grants - Operating - C'with | \$465,011.33 | \$243,874.25 | \$221,137.08 | 91% |
| Grants - Operating - Other | \$0.00 | \$10,735.92 | -\$10,735.92 | |
| Grants - Capital - State | \$0.00 | \$125,416.67 | -\$125,416.67 | |
| Grants - Capital - C'With | \$0.00 | \$58,333.33 | -\$58,333.33 | |
| Grants - Capital - Other | \$0.00 | \$9,094.67 | -\$9,094.67 | |
| Donations | \$909.09 | \$1,880.00 | -\$970.91 | -52% |
| Disposal of assets | \$0.00 | \$3,791.67 | -\$3,791.67 | |
| Cost of assets sold | \$0.00 | \$0.00 | \$0.00 | |
| Total Income | \$1,398,139.71 | \$2,137,325.42 | -\$739,185.71 | -35% |
| Cost of Sales | | | | |
| Store rebates | -\$602.13 | -\$776.67 | \$174.54 | -22% |
| Store CoS General | \$60,212.91 | \$57,755.08 | \$2,457.83 | 4% |
| Store CoS- Cigarettes | \$43,891.98 | \$40,321.67 | \$3,570.31 | 9% |
| Phone IT cards | \$7,084.80 | \$5,952.67 | \$1,132.13 | 19% |
| Store COS Powercards | \$11,789.81 | \$12,997.25 | -\$1,207.44 | -9% |
| StoreStock Adj, Spoilage/Theft | \$1,363.06 | \$3,191.17 | -\$1,828.11 | -57% |
| Stock Store Usage | \$0.00 | \$0.00 | \$0.00 | |
| Store StockValuation Adjusts | \$0.00 | \$0.00 | \$0.00 | |
| Store Freight | \$20,518.29 | \$17,550.67 | \$2,967.62 | 17% |
| Store CoS Fuel | \$29,459.82 | \$19,067.42 | \$10,392.40 | 55% |
| Store Camp Fee Royalties | \$2,284.32 | \$1,568.58 | \$715.74 | 46% |
| Workshop | \$0.00 | \$0.00 | \$0.00 | |
| Purchases - Workshop Stock | \$4,452.22 | \$8,544.67 | -\$4,092.45 | -48% |
| Purchases - Workshop Fuel | \$7,839.36 | \$2,437.58 | \$5,401.78 | 222% |
| Freight- Workshop | \$65.08 | \$1,210.58 | -\$1,145.50 | -95% |
| Direct Job Costs | \$0.00 | \$0.00 | \$0.00 | |
| Purchases - Construction Stock | \$0.00 | \$0.00 | \$0.00 | |
| Works Materials - Houses | \$13,447.79 | \$1,921.25 | \$11,526.54 | 600% |
| Works Materials -not-Houses | \$83,959.59 | \$323,229.33 | -\$239,269.74 | -74% |
| Freight - Works - houses | \$1,216.92 | \$180.08 | \$1,036.84 | 576% |
| Freight General | \$84.07 | \$997.50 | -\$913.43 | -92% |
| Works - Contractors - Houses | \$27,291.48 | \$332,301.25 | -\$305,009.77 | -92% |
| Works Contractors - not houses | \$342,003.80 | \$438,463.67 | -\$96,459.87 | -22% |
| Works wages - not houses | \$0.00 | \$0.00 | \$0.00 | |
| Works - Small tools | \$0.00 | \$0.00 | \$0.00 | |
| Gas bottles | \$0.00 | \$0.00 | \$0.00 | |
| Purchases - Gas Bottles | \$3,476.70 | \$880.17 | \$2,596.53 | 295% |
| Freight - gas bottles | \$0.00 | \$0.00 | \$0.00 | |
| gas bottles - Connection fee | \$0.00 | \$15.58 | -\$15.58 | |
| Gas bottles wages | \$0.00 | \$0.00 | \$0.00 | |
| Water and waste expenses | \$0.00 | \$0.00 | \$0.00 | |
| Test Inspection Costs | \$0.00 | \$0.00 | \$0.00 | |
| Water Supply expenses | \$9.20 | \$1,520.83 | -\$1,511.63 | -99% |
| Waste disposal costs | \$0.00 | \$0.00 | \$0.00 | |

| | | | | |
|--------------------------------|---------------------|-----------------------|----------------------|-------------|
| Total Cost of Sales | \$659,849.07 | \$1,269,330.33 | -\$609,481.26 | -48% |
| Gross Profit | \$738,290.64 | \$867,995.08 | -\$129,704.44 | -15% |
| Expenses | | | | |
| Employment Expenses | | | | |
| Wages and Salaries | | | | |
| Wages & Salaries | \$227,127.30 | \$279,262.50 | -\$52,135.20 | -19% |
| Annual Leave | \$20,977.02 | \$31,452.17 | -\$10,475.15 | -33% |
| Long service leave | \$0.00 | \$0.00 | \$0.00 | |
| Sick leave | \$5,418.15 | \$10,201.83 | -\$4,783.68 | -47% |
| Bereavement/Special leave | \$0.00 | \$0.00 | \$0.00 | |
| Superannuation | \$29,014.11 | \$42,562.33 | -\$13,548.22 | -32% |
| Employment related Expenses | \$0.00 | \$0.00 | \$0.00 | |
| Staff Amenities | \$0.00 | \$220.33 | -\$220.33 | |
| Staff Housing Rents | \$0.00 | \$1,218.75 | -\$1,218.75 | |
| Staff Recruitment & Relocation | \$883.43 | \$3,582.50 | -\$2,699.07 | -75% |
| Training Costs | \$175.00 | \$2,333.92 | -\$2,158.92 | -93% |
| Training Wages | \$0.00 | \$2.33 | -\$2.33 | |
| Employee Allowances | \$3,431.06 | \$8,801.83 | -\$5,370.77 | -61% |
| Uniforms | \$1,983.90 | \$1,449.58 | \$534.32 | 37% |
| Workers' Compensation | \$21,056.65 | \$3,397.75 | \$17,658.90 | 520% |
| Flight entitlements | \$1,790.00 | \$2,724.08 | -\$934.08 | -34% |
| Other Employer Expenses | \$0.00 | \$0.00 | \$0.00 | |
| Workplace Health & Safety | \$7,013.77 | \$7,601.58 | -\$587.81 | -8% |
| Employee Oncosts | \$0.00 | \$0.00 | \$0.00 | |
| General Expenses | \$0.00 | \$0.00 | \$0.00 | |
| Administration | \$0.00 | \$0.00 | \$0.00 | |
| Administration / Overheads | \$0.00 | \$53,838.92 | -\$53,838.92 | |
| Advertising (not employment) | \$0.00 | \$1,046.17 | -\$1,046.17 | |
| Theft & Loss | \$0.00 | \$0.00 | \$0.00 | |
| Powercard Purchases | \$0.00 | \$0.00 | \$0.00 | |
| Testing Inspection Costs | \$0.00 | \$0.00 | \$0.00 | |
| Garbage Collection/ Disposal | \$0.00 | \$0.00 | \$0.00 | |
| Water Supply Expenses | \$0.00 | \$0.00 | \$0.00 | |
| Overheads | \$0.00 | \$0.00 | \$0.00 | |
| Freight | \$7,966.36 | \$578.33 | \$7,388.03 | 1277% |
| Hire of Equipment - non works | \$18,693.75 | \$112.17 | \$18,581.58 | 16566% |
| Accounting Fees (Not overhead) | \$0.00 | \$0.00 | \$0.00 | |
| Insurance | \$21,415.10 | \$18,741.67 | \$2,673.43 | 14% |
| Tools & Minor Equipment | \$1,453.20 | \$3,215.92 | -\$1,762.72 | -55% |
| Tools & Equipment >\$500 | \$1,981.82 | \$2,027.75 | -\$45.93 | -2% |
| Catering | \$572.80 | \$836.92 | -\$264.12 | -32% |

| | | | | |
|--------------------------------|-------------|-------------|-------------|--------|
| Cleaning Expenses | \$2,413.90 | \$2,774.25 | -\$360.35 | -13% |
| Fees/Charges/Licences | \$2,084.85 | \$6,810.58 | -\$4,725.73 | -69% |
| Legal Fees | \$18,203.23 | \$5,567.17 | \$12,636.06 | 227% |
| x Management Fees | \$0.00 | \$0.00 | \$0.00 | |
| First Aid Supplies | \$497.74 | \$1.58 | \$496.16 | 31336% |
| Admin Freight Paid | \$50.40 | \$569.25 | -\$518.85 | -91% |
| Sundry Expenses | \$0.00 | \$7.33 | -\$7.33 | |
| Service Fees | \$0.00 | \$343.58 | -\$343.58 | |
| Computer Equipment | \$0.00 | \$2,616.83 | -\$2,616.83 | |
| Office Supplies | \$3,353.56 | \$1,969.75 | \$1,383.81 | 70% |
| Printing & Stationery | \$1,748.85 | \$1,544.42 | \$204.43 | 13% |
| Security Expenses | \$0.00 | \$556.58 | -\$556.58 | |
| Grounds Maintenance | \$0.00 | \$328.33 | -\$328.33 | |
| Audit Fees | \$0.00 | \$6,079.17 | -\$6,079.17 | |
| Communications and IT | \$0.00 | \$0.00 | \$0.00 | |
| IT - Data Control | \$2,031.91 | \$252.33 | \$1,779.58 | 705% |
| IT - Internet & Email Fee | \$4,170.18 | \$2,729.25 | \$1,440.93 | 53% |
| IT - Support (Helpdesk) | \$10,500.00 | \$1,025.75 | \$9,474.25 | 924% |
| IT - Server & Data Storage | \$0.00 | \$505.58 | -\$505.58 | |
| IT - Website | \$0.00 | \$648.83 | -\$648.83 | |
| Telephone & Fax | \$11,770.74 | \$12,220.67 | -\$449.93 | -4% |
| Postage | \$0.00 | \$21.67 | -\$21.67 | |
| Consultants | \$0.00 | \$0.00 | \$0.00 | |
| Consultancy Fees | \$95,617.00 | \$25,436.75 | \$70,180.25 | 276% |
| Financial Controller Expense | \$0.00 | \$0.00 | \$0.00 | |
| Contractors | \$35,622.90 | \$17,591.50 | \$18,031.40 | 103% |
| Donations | \$0.00 | \$0.00 | \$0.00 | |
| Council Donation | \$0.00 | \$3,128.50 | -\$3,128.50 | |
| Power | \$0.00 | \$0.00 | \$0.00 | |
| Electricity | \$10,802.62 | \$10,231.83 | \$570.79 | 6% |
| Gas Bottles - Council Use | \$0.00 | \$89.00 | -\$89.00 | |
| Repairs & Maintenance | \$0.00 | \$0.00 | \$0.00 | |
| R&M: Council Buildings | \$0.00 | \$595.75 | -\$595.75 | |
| R&M: Equipment | \$243.69 | \$2,155.25 | -\$1,911.56 | -89% |
| R&M: Infrastructure | \$0.00 | \$2,796.42 | -\$2,796.42 | |
| R&M: Plant & Equipment | \$4,583.54 | \$3,844.50 | \$739.04 | 19% |
| R&M Septic GreaseTrap Pump Out | \$0.00 | \$0.00 | \$0.00 | |
| R&M Water Supply | \$414.20 | \$0.00 | \$414.20 | |
| Rentals operating leases | \$0.00 | \$0.00 | \$0.00 | |
| Hire of Shed | \$0.00 | \$0.00 | \$0.00 | |
| Office Rental | \$0.00 | \$0.00 | \$0.00 | |
| Subscriptions and registration | \$0.00 | \$0.00 | \$0.00 | |
| Subscriptions & Fees | \$51,829.82 | \$1,232.25 | \$50,597.57 | 4106% |
| Motor Vehicle Expenses | \$0.00 | \$0.00 | \$0.00 | |
| MV Fuel | \$11,406.11 | \$7,853.83 | \$3,552.28 | 45% |
| MV Hire | \$0.00 | \$2,966.25 | -\$2,966.25 | |
| MV Insurance | \$0.00 | \$83.33 | -\$83.33 | |
| MV Registration | \$2,266.35 | \$2,478.17 | -\$211.82 | -9% |
| MV Repairs & Maintenance | \$11,744.08 | \$13,568.67 | -\$1,824.59 | -13% |

| | | | | |
|--------------------------------|-----------------------|---------------------|----------------------|-------|
| Travel & Accommodation | \$0.00 | \$0.00 | \$0.00 | |
| Accommodation | \$13,480.89 | \$9,610.92 | \$3,869.97 | 40% |
| Airfares | \$1,690.56 | \$3,203.83 | -\$1,513.27 | -47% |
| Taxi Fares (inc Cab Charge) | \$47.34 | \$34.75 | \$12.59 | 36% |
| Travel Allowance | \$1,177.66 | \$2,991.08 | -\$1,813.42 | -61% |
| Travel Other | \$81.82 | \$411.17 | -\$329.35 | -80% |
| Isolation Leave Travel | \$0.00 | \$0.00 | \$0.00 | |
| Direct program costs | \$0.00 | \$0.00 | \$0.00 | |
| Artist Costs | \$0.00 | \$330.83 | -\$330.83 | |
| Visitor Management | \$0.00 | \$150.42 | -\$150.42 | |
| Rangers - Camping Equipment | \$2,764.13 | \$33.00 | \$2,731.13 | 8276% |
| Rangers - Field Consumables | \$114.10 | \$190.83 | -\$76.73 | -40% |
| HACC Client Groceries | \$976.07 | \$3,151.67 | -\$2,175.60 | -69% |
| Materials & Supplies | \$1,290.02 | \$9,303.83 | -\$8,013.81 | -86% |
| Meeting & Seminar Costs | \$0.00 | \$714.00 | -\$714.00 | |
| Pest Control | \$1,450.00 | \$1,357.75 | \$92.25 | 7% |
| Sports & Recreation Expenses | \$0.00 | \$680.58 | -\$680.58 | |
| Turtle Camp Costs | \$1,450.94 | \$0.00 | \$1,450.94 | |
| Cultural Heritage-Elders Payts | \$0.00 | \$166.67 | -\$166.67 | |
| Bank Fees & Charges | \$956.73 | \$768.25 | \$188.48 | 25% |
| Impairment of Debts | \$0.00 | \$0.00 | \$0.00 | |
| Depreciation | \$0.00 | \$0.00 | \$0.00 | |
| Depn - Houses | \$11,091.80 | \$11,091.83 | -\$0.03 | 0% |
| Depreciation, Buildings | \$56,711.88 | \$56,711.92 | -\$0.04 | 0% |
| Depn - Major Plant | \$3,204.21 | \$3,204.25 | -\$0.04 | 0% |
| Depreciation, Office Equipment | \$1,380.35 | \$1,380.33 | \$0.02 | 0% |
| Depreciation, Plant & Equipm't | \$18,034.03 | \$18,034.00 | \$0.03 | 0% |
| Depreciation, Store Equip't | \$2,255.90 | \$2,255.92 | -\$0.02 | 0% |
| Depn - Roads | \$81,507.39 | \$81,507.42 | -\$0.03 | 0% |
| Depn - Water | \$15,120.63 | \$15,120.67 | -\$0.04 | 0% |
| Depreciation Landfill | \$1,945.54 | \$1,945.50 | \$0.04 | 0% |
| Depreciation, Airstrip | \$10,593.38 | \$10,593.33 | \$0.05 | 0% |
| Depn - Boat ramp | \$502.93 | \$502.92 | \$0.01 | 0% |
| Depn- Fibre Optic Cable | \$521.20 | \$521.17 | \$0.03 | 0% |
| Capital Expenditure | \$209,076.81 | \$41,679.33 | \$167,397.48 | 402% |
| Total Expenses | \$1,089,735.40 | \$893,482.42 | \$196,252.98 | 22% |
| Operating Profit | -\$351,444.76 | -\$25,487.33 | -\$325,957.43 | |

Mapoon Aboriginal Shire Council
Balance Sheet
 As of July 31, 2021

Assets

Current Assets

| | |
|--|--------------|
| 11110-QCCU - General Account | 1,816,801.81 |
| 11112-QCCU Shares | 10.00 |
| 11118-QCCU - Online Save A/C No9 | 3,947,710.38 |
| 11119-QCCU - Online Banking - Remote Capital Program | 581,564.26 |
| 11120-CBA Main account | 764,037.38 |
| 11190-Electronic Clearing Account | (500.00) |
| Account Receivable | 433,933.81 |
| Inventories | 91,814.15 |
| Other Current Assets | 1,353,489.01 |

| | |
|-----------------------------|---------------------|
| Total Current Assets | 8,988,860.80 |
|-----------------------------|---------------------|

| | |
|-------------------------------|-----------------|
| Property, Plant and Equipment | 25,843,981.42 |
| Accumulated Depreciation | (10,698,505.10) |
| Intangible Assets | 65,000.00 |

| | |
|---------------------|----------------------|
| Total Assets | 24,199,337.12 |
|---------------------|----------------------|

Liabilities

Current Liabilities

| | |
|---------------------------|--------------|
| Accounts Payable | 753,174.10 |
| Taxes Payable | (92,435.43) |
| Other Current liabilities | 5,543,054.12 |

| | |
|----------------------------------|---------------------|
| Total Current Liabilities | 6,203,792.79 |
|----------------------------------|---------------------|

| | |
|--------------------------|---------------------|
| Total Liabilities | 6,203,792.79 |
|--------------------------|---------------------|

Shareholders' Equity

| | |
|---------------------|---------------|
| Net Income / (Loss) | 79,192,904.80 |
|---------------------|---------------|

| | |
|-----------------------------------|----------------------|
| Total Shareholders' Equity | 79,192,904.80 |
|-----------------------------------|----------------------|

| | |
|---|----------------------|
| Total Liabilities & Shareholders' Equity | 85,396,697.59 |
|---|----------------------|

| Mapoon Aboriginal Shire Council | | | | | |
|--------------------------------------|-----------------|-----------|--------------------|------------|-------------------------------|
| Budget Analysis by Department | | | | | |
| Jul-21 | | | | | |
| Accommodation | Actual | BudgetYTD | Variance to budget | Variance % | Comments |
| Income | 50,209 | 56,799 | -6,590 | -12% | |
| Expense | 21,222 | 38,446 | -17,224 | -45% | |
| Profit / (Loss) | 28,987 | 18,352 | 10,634 | 58% | |
| | | | | | |
| Administration & Corporate Services | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 279,477 | 348,866 | -69,389 | -20% | |
| Expense | 762,742 | 482,497 | 280,245 | 58% | Includes Depreciation |
| Profit / (Loss) | -483,264 | -133,631 | -349,633 | 262% | |
| | | | | | |
| Store | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 210,769 | 198,107 | 12,662 | 6% | |
| Expense | 221,335 | 197,927 | 23,408 | 12% | |
| Profit / (Loss) | -10,566 | 180 | -10,747 | -5962% | |
| | | | | | |
| Parks & Gardens | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 0 | 278 | -278 | 0% | Funded from untied funds |
| Expense | 3,772 | 12,863 | -9,091 | 100% | |
| Profit / (Loss) | -3,772 | -12,585 | 8,813 | 100% | |
| | | | | | |
| Land & Sea | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 610,327 | 61,849 | 548,478 | 887% | Includes funding for 6 months |
| Expense | 89,319 | 60,771 | 28,548 | 47% | |
| Profit / (Loss) | 521,009 | 1,078 | 519,930 | 48224% | |
| | | | | | |
| Aged Care Services | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 42,588 | 39,650 | 2,938 | 7% | |
| Expense | 25,678 | 37,641 | -11,963 | -32% | |
| Profit / (Loss) | 16,910 | 2,009 | 14,901 | | |
| | | | | | |
| Water & Sanitation | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 0 | 0 | 0 | | Funded from untied funds |
| Expense | 20,376 | 23,242 | -2,866 | -12% | |
| Profit / (Loss) | -20,376 | -23,242 | 2,866 | -12% | |
| | | | | | |
| Works Contract & Housing Maintenance | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 135,850 | 235,347 | -99,497 | -42% | |
| Expense | 98,289 | 159,586 | -61,297 | -38% | |
| Profit / (Loss) | 37,561 | 75,761 | -38,200 | -50% | |
| | | | | | |
| Works Other | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 44,012 | 1,174,764 | -1,130,752 | -96% | |
| Expense | 482,053 | 1,120,534 | -638,480 | -57% | |
| Profit / (Loss) | -438,041 | 54,231 | -492,272 | -908% | |
| | | | | | |
| Workshop | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 24,907 | 21,665 | 3,242 | 15% | |
| Expense | 24,799 | 29,306 | -4,507 | -15% | |
| Profit / (Loss) | 108 | -7,641 | 7,749 | -101% | |
| | | | | | |
| Total Works | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 204,770 | 1,431,777 | -1,227,007 | -86% | |
| Expense | 625,518 | 1,332,668 | 1,958,186 | 147% | |
| Profit / (Loss) | -420,748 | 99,109 | -519,857 | -525% | |
| | | | | | |
| Total Divisions | Actual | BudgetYTD | Variance to budget | Variance % | |
| Income | 1,398,140 | 2,137,325 | -739,186 | -35% | |
| Expense | 1,749,584 | 2,162,813 | -413,228 | -19% | |
| Profit / (Loss) | -351,445 | -25,487 | -325,958 | 1279% | |

Mapoon Aboriginal Shire Council
Statement of untied funds as at July-2021

| | | |
|--|------------|------------------|
| Cash & Money in bank | 7,110,124 | |
| Debtors | 433,934 | |
| Total Cash & Debtors | | 7,544,058 |
| Less | | |
| Tied Grants | 8,812,340 | |
| Liabilities | -6,203,793 | |
| Total Tied Grants & Liabilities | | 2,608,547 |
| Untied Funds | | 4,935,511 |
| Total cash less liabilities | | 4,501,577 |
| Debtors | | 433,934 |
| Total untied cash & Debtors | | 4,935,511 |

7.7 ACTING EXECUTIVE MANAGER ENVIRONMENTAL SERVICES, LAND AND SES, PARKS AND GARDENS

Author: Kelli Leatham, Acting Executive of Environmental Services, Parks & Gardens

Authoriser: Steve Linnane, Acting CEO

Attachments: 1. Marine Debris

PURPOSE OF REPORT

To present to Council a report of Program Performance and Operational actions for the previous month.

BACKGROUND

This report details the program performance and operational action from Mapoon Land and Sea Rangers and Parks and Gardens for the month of July

DISCUSSION

- Biosecurity
 - Rangers worked with Tangaroa Blue for 5 days in a joint operation to clean Marine Debris from Back Beach. Starting from Janie Creek Rangers and 6 volunteers from Tangaroa Blue worked our way up the beach. We were joined on various days by volunteers from Rio Tinto, Metro Mining, Border Force and QLD Police. In total we managed to clean 6.5km's collecting 4052.6kg equalling 566bags of debris. So much rubbish was collected volunteers only had time to sort 259 of the 506 bags. In sorting 4965 Plastic drink bottles (3168 Foreign), 3497 Foam pieces, 2163 Thongs, 1950 Plastic lids and 10758 Hard Plastic remnants were separated. A great achievement from all involved.
- Visitor Management
 - Batavia and Janie Creek patrols conducted weekly to ensure visitors adhering to closures. Again, in the month of July visitors have been asked to leave from both areas.
 - Permit checks of Cullen Point campground performed twice a week and more often if necessary due to visitors not stopping to purchase permits. Facilities at Cullen Point cleaned every Friday and bins emptied when necessary, apart from the scheduled bin day as the dogs continue to knock them over. Request has been submitted for a bin stand that bins can be hooked on. This stand will also allow the truck to grab them directly off the hooks.
- Fire Management
 - Rangers continued with their efforts burning Batavia area, along the sides of the roads, behind the school and several piles within the township. This concludes Rangers Fire Management season, Rangers may do a couple of small burns in town prior to permit expiring.
 - Aerial burning was also conducted between the 20th of July to 22nd July to burn any inaccessible areas.

- Cultural Emersion Program
 - 2 Rio Tinto participants attended Mapoon for the Marine Debris clean up with Tangaroa Blue. Their presence was a great help, and they were astonished at the quantity of debris that washes up. After coming off the beach participants sorted with Rangers and volunteers so they received the full experience of what is involved. They both thoroughly enjoyed the day given the job at hand.
- Turtle Conservation
 - Aerial Pig Cull conducted pre turtle conservation starting. This was a very successful pig cull with 385 recorded. A large majority in the flinders area to which is our most successful beach for the monitoring season.
 - Organisation of transporting buggies to beaches, set of Turtle Camp at Janie Creek finished the month of with scientists arriving from Department of Environment and Science to work with Rangers on this extremely important program. Many challenges stood in the way to which were overcome, and Rangers were able to start Turtle conservation on time.
- Parks and Gardens
 - General tidying duties within Council Yard, Anzac Park, The Pound (ready for the vets arrival) and still a few tidy ups with Aged Care and Disability.
 - Watering lawns, fixing irrigations systems that were previously installed has become near a full-time job. Arrangements are being made to install some taps closer to the garden outside the Splash Park as running hoses such a distance leaves very minimal water pressure. Currently only one garden has water supply and will endeavour to get water to all gardens within the town otherwise it is an impossible task to keep plants alive.

RECOMMENDATION

That the report of Acting Executive Manager of Environmental Services, Land and Sea Rangers and Parks and Gardens be received and noted.



7.8 DEBTOR'S IMPAIRMENT PROVISION 2020-2021

Author: Royleen Wolski, Governance Manager

Authoriser: Steve Linnane, Acting CEO

Attachments: 1. MASC Fiscal Governance & Debtor's Impairment Policy DRAFT.docx

PURPOSE OF REPORT

To delegate the Chief Executive Officer authority to write off bad debts up to \$5,000 and to approve reversals and adjustments in relation to debtors as required.

RECOMMENDATION

That Council:

- (a) Note and receive the Report and,
- (b) Approve the Fiscal Governance Policy, and
- (c) Authorise the Chief Executive Officer to write off bad debts up to \$1000 and,
- (d) Authorise the Chief Executive Officer to approve reversals and adjustments in relation to debtors

This is an official copy of the **Fiscal Governance & Debtor's Impairment Policy** of **Mapoon Aboriginal Shire Council**, made in accordance with the provisions of the Local Government Act and Regulations, Public Records Act, Mapoon Aboriginal Shire Council's Local Laws and current Council Policies.

The Fiscal Governance and Debtor's Impairment Policy is an Operational Policy.

Operational policies are prepared to guide employee behaviour. This Policy is approved by the Mapoon Aboriginal Shire Council for the operations and guidance of Council and Council staff.

| DOCUMENT VERSION CONTROL | | | |
|--------------------------|------------|----------------|---|
| VERSION | DATE | RESOLUTION N°. | DETAILS |
| 1.0 | 24/08/2021 | | Responsible Officer: Executive Manager Finance Policy Type: Operational Policy |
| | | | |
| | | | |
| | | | Recommended Review Date 30 June 2024 |

Fiscal Governance & Debtor's Impairment Policy

1. Policy Statement

- (a) Council, local government employees, Councillors, contractors and agents of Council shall conduct itself/themselves strictly in accordance with the *Local Government Principles* set out in section 4(2) of the *Local Government Act 2009 (Qld)* and the *Ethics Principles* set out in section 4(2) of the *Public Sector Ethics Act 1994 (Qld)*, namely: -
- (i) transparent and effective processes, and decision-making in the public interest; and
 - (ii) sustainable development and management of assets and infrastructure, and delivery of effective services; and
 - (iii) democratic representation, social inclusion and meaningful community engagement; and
 - (iv) good governance of, and by, local government; and
 - (v) ethical and legal behaviour of Councillors and local government employees; and
 - (vi) integrity and impartiality; and
 - (vii) promoting the public good; and
 - (viii) commitment to the system of government; and
 - (ix) accountability and transparency.
- (b) Council shall employ a proactive approach to efficient identification, minimisation and reporting of events and procurement in accordance with the requirements of the Local Government Regulation 2012 by using the following principles:
- (i) open and effective competition;
 - (ii) value for money;
 - (iii) encouragement of the development of competitive local business and industry; and
 - (iv) environmental protection.

2. Policy Scope

This policy applies to all local government employees, Councillors, contractors and agents of Council.

3. Procedure

3.1 Write-Off Delegations:

- (a) The Chief Executive Officer has delegated authority to write-off amounts of up to \$5,000 for any one loss or series of losses arising out of one original source or cause, in respect of lost and stolen Council property. Amounts in excess of \$5,000 can only be written off by Council Resolution.
- (b) The Chief Executive Officer has delegated authority to write-off amounts of up to \$5,000 for rates, charges and sundry debtors, including interest and legal costs, per account as a bad debt.

Debt is **“bad debt”** where the Chief Executive Officer is satisfied that:

- (i) the debtor is deceased and, as a matter of policy, Council should not seek to recover against the deceased estate; and/or
- (ii) pursuant to the Limitation of Actions Act 1974 (Qld), it is statute-barred debt and therefore cannot be legally enforced in a Court of competent jurisdiction; and/or
- (iii) it would not be commercial to pursue debt recovery, taking into account the anticipated time and cost of debt recovery.

4. Reversals & Adjustments

The Chief Financial Officer has delegated authority to approve the reversal of a charge or an adjustment of a charge that is deemed an administrative error.

A charge is an **“administrative error”** where the Chief Executive Officer

is satisfied that Council has incorrectly levied a charge, for one or more of the following reasons:

- (i) the wrong debtor account and or amount has been charged;
- (ii) (GST was charged incorrectly;
- (iii) the charge involved a data keying error (typographical error), for example Council charged \$3,000 instead of \$300, or the narration (description of the charge) requires correction;
- (iv) there is no source documentation or data to substantiate the charge
- (v) a charge has been duplicated;

5. Relevant Legislation

Statutory Bodies Financial Arrangement Act 1982

6. Variations

Mapoon Aboriginal Shire Council reserves the right to vary, replace or review this policy from time to time.

7. Policy Version and Revision Information

Policy authorised and adopted by:

Steve Linnane: Chief Executive Officer and The Mapoon Aboriginal Shire Council.

Original issue: 24/8/2021

Policy Maintained by: Executive Manager of Finance

This version: 1.0

Date Adopted: 24 August 2021

Recommended Review date: 30/6/2024

7.9 LOCAL GOVERNMENT ASSOCIATION OF QUEENSLAND PROPOSAL FOR WEBSITE DESIGN & BUILD, & DIGITAL SERVICES AGREEMENT

Author: Royleen Wolski, Governance Manager

Authoriser: Steve Linnane, Acting CEO

Attachments:

1. Local Government Association of Queensland Website proposal.pdf
2. Local Government Association of Queensland Digital Services Agreement.pdf
3. Local Government Association of Queensland Members Licence Agreement for JADU Software.pdf

PURPOSE OF REPORT

To advise Council of the proposal and quotation from the Local Government Association of Queensland for the design and building of a new website.

BACKGROUND

Council currently has a website which was designed quite a number of years ago and which is no longer fit for purpose. Issues with the age of the original software mean that large documents are no longer able to be uploaded to the site, and it is not very user friendly. With the increasing reliance of Councils on their digital presence to keep community members and stakeholders up to date with Council's Projects, Policies and Pandemic updates, and to display information which is legislatively required to be available to the public, it is imperative that Council's web presence move into the modern realm.

DISCUSSION

The Local Government Association of Queensland (LGAQ) manages the majority of Queensland local government websites and provides services to support traditional communications functions and an ever growing capability in both new media and big data analytics. In addition, training will be provided to Council staff to allow updates such as monthly Minutes and Agendas etc to be done internally, shortening the time required to update the Website.

RECOMMENDATION

That Council approve the proposal and quotation of the Local Government Association of Queensland for the Mapoon Aboriginal Shire Council Website design and build.



JUMP TO JADU

Proposal

Mapoon Aboriginal Council

Website Design & Build

Contact:

Digital Services

Local Government Association of Queensland
(LGAQ)

25 Evelyn Street, Newstead Qld 4006

PO Box 2230, Fortitude Valley BC Qld 4006

PHONE

1300 542 700

EMAIL

ask@lgaq.asn.au

ABN

Date: 10 March 2021

Version: 1.0

This proposal supersedes all previous proposals.

COMMERCIAL IN CONFIDENCE
March 21
Digital Member Services

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Executive Summary



This proposal sets out a project that includes:

1. Designing and implementing a new custom design for your website
2. Manual content population by the LGAQ of your existing website content to the new CMS
3. One day of training on the new Jadu CMS for staff who are responsible for the website.

The proposal also details the many benefits of the Jadu web service.

The associated costs for this project are detailed on page 14 and are summarised here:

| Item | Cost |
|--|----------------------|
| Custom design | \$5,740 (incl. GST) |
| Website Build on Jadu platform | \$13,360 (incl. GST) |
| Content Population by LGAQ | \$2,000 (incl. GST) |
| Annual Software licenses, Hosting & Support & Maintenance (including helpdesk) * | \$10,000 (incl. GST) |
| Project Management | \$3,458 (incl. GST) |
| Initial System Training for Jadu (One day onsite) | \$1,500 (incl. GST) |

*The LGAQ provides hosting and support charges to its councils based on a complex formula that includes 3 components and is payable each year in advance (in July). The components are:

| | |
|-------------|--------------------------------------|
| Flagfall: | 30% (equal \$ amount per council) |
| Population: | 35% (based on council population) |
| Expenditure | 35% (based on council's expenditure) |

This charge is subject to a tiered based council population 'cap' which may increase relative to the increase in the total charge. As a result, the amount a council pays for hosting and support is subject to some degree of fluctuation year on year.

This proposal is to be read in conjunction with the LGAQ Digital Services Agreement that outlines the associated terms and conditions.

COMMERCIAL IN CONFIDENCE
March 21
Digital Member Services

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About Us



LGAQ manages the majority of Queensland local government websites and provides services to support traditional communications functions and an ever-growing capability in both new media and big data analytics.

Since it was established in 1999, the LGAQ's flagship web and digital services offering to Queensland local governments has ridden the wave of constant technological and societal changes.

The LGAQ has continued to refine its services to keep pace with what Queensland communities want.

Increasingly, this means building the capacity and capability of local governments to keep pace with the expanding presence of digital services in the day-to-day lives of community members.

The LGAQ's digital services and communications operations have converged in order to bring better targeted, specialised services and support to all councils across Queensland, as well as to facilitate the peer-to-peer sharing of resources and knowledge.

Ultimately, all our endeavours are about making sure LGAQ members have access to the best possible tools, services and insights to continue doing the best job they can serving their community. We truly believe in the ethos behind [Better Councils, Better Communities](#).



Our partnership with Jadu

As local governments' digital footprint continues to grow, the LGAQ is making a substantial investment to better support councils which will significantly change the way LGAQ provides digital services to its members.

A new partnership with Jadu, leading global provider of web experience management software and digital services, will give councils access to a world-class content management system. Jadu powers many of the UK's local authority websites, including Birmingham City Council, Europe's largest local authority, and their technology is soon to power the majority of Queensland council websites and intranets.

The partnership will support the Association's fifth, and most significant, technical upgrade to the technologies that power the majority of council websites in Queensland. The new Jadu Web Service will deliver stability, smart integrations and a whole lot of new capabilities and tools for councils.

It's more than just a website upgrade, the new Jadu platform will build connections for councils, empowering teams to tell great local stories and access a growing library of digital resources.

Read more: <http://www.lgaq.digital/our-partnership-with-jadu>

COMMERCIAL IN CONFIDENCE
March 21
Digital Member Services



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Reimagined Digital Services



Products & Features



Jadu CMS/Galaxies: A Cloud/SaaS based CMS Solution tailored to local government making it easy to build, deploy and manage a council website or intranet.

Jadu XFP: a powerful, secure and flexible eForms solution that provides non-technical tools to build online forms helping the community transact with council.

Integrations Hub: providing integrations through intelligent API adapters to leading cloud and back office systems helping council to 'plug-in' other software systems to improve both efficiency and customer service.

New Design Templates: Templated graphic design solutions helping all councils to achieve a contemporary look and feel.

Hosting & Security



Security-Socket Layer (SSL) included across your council primary domains helping keep data and transactions safe.

Up to 3 websites for your council to best support the local and diverse needs of all councils.

Domestic Web Hosting with Rackspace guaranteeing 99.9% uptime and optimal browsing speed improving staff and the communities online experience.

Back-up and mirrored hosting with AWS: for emergency arrangements and back-up recovery.

Helpdesk & Support



LGAQ Digital Services: in-house or over the phone advice and guidance helping council to get the best out of their digital platforms.

Helpdesk Support: Telephone and online technical support to troubleshoot any issues helping ensure officers have the support they need.

Upgrades and enhancements: continuous releases with fortnightly patches, upgrades and enhancements to keep your website working its best.

Jadu Academy: Peer-to-peer user group that seeks to present best practice, case studies and networking opportunities to Jadu users.



Web Content Management
Engaging websites on all devices



EForms & Digital Services
No more paper forms



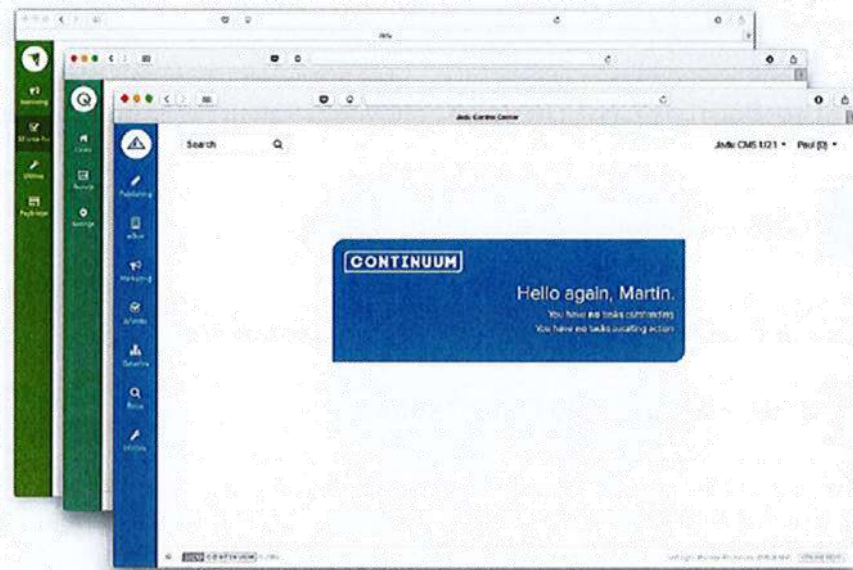
Case Management & Lite CRM
Real-time communications



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March 21
Digital Member Services

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Continually updated



Your JADU web service provides for a continuously updated web platform ensuring that your website and/or intranet reflects the latest software and functionality.

THE JADU CONTINUUM PLATFORM

Provides Queensland councils with access to a flexible platform that has been used successfully by many other local authorities

Councils can deploy JADU Continuum in many different ways to best suit local operational and strategic requirements.

Whatever the local skill level, access to easy to use, non-technical applications in the following operational areas is available:

- Publishing
- My Account (user) portal functionality
- Search
- Online forms
- Data capture
- Web analytics
- Workflow and rules management
- Multi-language site deployment
- Intranets



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The Jadu Experience



Jadu is a leading global provider of web experience management software, specialising in web CMS, forms and customer case management for local government.

The Jadu Web Service being offered by the LGAQ offers many benefits, some of the most significant features include:

CMS – Content Management system

Reach out to your community on any device with a highly secure, flexible and liberating publishing solution. Jadu makes it easier to communicate, inform and engage.

XFP – eForms and Data Capture

Build efficiency into your council services by connecting with your community through intelligent forms available on all devices, providing the opportunity for rapid transformation and integration.

Integrations Hub

Providing integrations through intelligent API adapters to a growing list of leading cloud and back-office systems used by councils which helps to improve service delivery and customer service.

LDAP Authentication

Administer user information from one place! Your local council officers will only need to remember one password/username combination to sign on to the network and the Jadu web service.

Additional services

CXM – Cloud Based CRM 'Lite'

The front-end of all customer transactions and engagement. Personalised web experience management with powerful portal and integration capabilities helping to streamline council tasks and community and customer response.

PayBridge

A fully integrated ePayments management system that provides total control over ePayments and online billing for council services.

Additional services carry additional costs please contact the LGAQ for more information.

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Our Portfolio



Website Refresh Flinders Shire Council

Flinders Shire Council wanted to provide access to important information, news and event across the region.

They wanted a clean and modern design matching the functional requirements of council.



Solution:

The design seeks to reflect the priorities of the brief, matching functional requirements necessary for the council with a clean and modern look at the heart of this classic, but contemporary design.

The information architecture communicates key information in a concise but formal way and enables easy and accessible pathways for users to continue their browsing journey with ease.



Website Refresh Palm Island Aboriginal Council

Palm Island Aboriginal Shire Council wanted a compact and easy to navigate website.

Their request was to create a site which enabled users to find information about the council and their community easily which also illustrated the history and cultural heritage.

Solution:

The Palm Island Regional Council design places accessibility and information efficiency at the forefront of the design. Traditional artwork has been incorporated into the design to provide the cultural and historic semblance communicated in the brief.

It challenges the standard website dialogs by utilising the functional aspects of the site to shape the final direction of its layout. This design embraces a 'less is more' approach, stripping back the site and allowing your council to feature the core elements that the community need.

The site provides a compact design that utilizes space-saving grids and strategic use of expanding drop downs to allow easy access to information with limited-to-no scrolling required.

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Website Refresh McKinlay Shire Council

McKinlay Shire Council wanted a clean and modern website with easy access to key information. Quick navigation was the council's preeminent ask.

Council staff wanted to provide access to important information, news and events for the region in a visually appealing way – showcasing some of their notable community assets at the same time.



Solution:

The McKinlay Shire Council site has been created for easy accessibility and for information to be cleanly displayed through a visually rich and engaging, modern design.

Informative sections displaying popular links and various topic filters provide an optimized user experience and assist users to clearly identify and locate the information they require. Inclusion of high resolution local imagery reflect the essence of what their region a unique place to live and visit.

Website Refresh Noosa Holiday Parks

Noosa Shire Council wanted a visually attractive design to showcase the holiday parks they manage.

The council's operators struggled in attracting visitors to their parks, as bookings were not able to be managed easily. They also wanted to better leverage their strong social media presence.



Solution:

The Noosa Holiday Parks design focuses on converting mild curiosity into visitors booking their next holiday. Showcasing Noosa's beautiful assets was at the core of this design, as well as ensuring passive visitors could easily scope accommodation options and book online instantly.

This design also caters for a council's strong and active social media presence, with the implementation of a contemporary social wall giving a snapshot the region through a frequently updated social channel.

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Project Description

Mapoon Aboriginal Council have requested a full website redesign and new website build by the LGAQ on the new Jadu platform CMS. Council indicated that the site content is predominately up to day so would like the LGAQ to migrate this content to the new site on their behalf. After training Mapoon Aboriginal Council staff will be able to successfully manage and update content on the new site.

Description

| | |
|--------|---|
| Step 1 | Project Initiation and Kick-Off meeting |
| Step 2 | Wireframes <ul style="list-style-type: none"> Wireframe concepts (to scale) of the new design as Desktop, Tablet and Mobile; Adjustments made to wireframes, pending customer feedback; |
| Step 3 | Design <ul style="list-style-type: none"> Design concepts will be based on approved Wireframe concepts. A desktop, tablet and mobile design of the home and inner pages will be supplied; Progress & status review updates; and Adjustments to designs as required based on customer feedback; |
| Step 4 | Build <ul style="list-style-type: none"> Build the website using responsive techniques so it is accessible on all devices; Complete cross-browser and device testing and apply adjustments as required; Complete website checklist before presenting to customer for UAT; |
| Step 5 | UAT <ul style="list-style-type: none"> Prepare UAT details & send to customer. Provide email and phone support as appropriate; and Complete adjustments from UAT customer feedback; |
| Step 6 | Documentation and Training <ul style="list-style-type: none"> One day training course provided to up to 5 key administrators; and Provision of access to CMS Support materials; |
| Step 7 | Content Population on existing sites content by LGAQ <ul style="list-style-type: none"> Manual population of content on the Jadu CMS Platform; Building of forms on Jadu XFP Platform; |
| Step 8 | Go-Live Activities <ul style="list-style-type: none"> Create Administrators, Content Authors and Webmasters access; Set up and apply SSL Certificate; Run URL scripts; and Council to redirect domain to new environment |

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Step 9 Project Completion

Project Considerations

| Assumptions: | |
|--|---|
| The following assumptions have been made in the development of the Proposal: | |
| Ref: | Assumptions: |
| 1 | For custom web design the LGAQ will provide high-level Wireframe concepts to confirm layout, structure and element placements. Once Wireframes are approved, LGAQ will provide up to two design iterations of the desktop home and inner pages. Once the desktop concepts have been approved, LGAQ will provide Tablet and Mobile – Home & inner page design concepts. |
| 2 | The website will be built using an industry standard responsive, mobile first framework, this functionality will be adjusted to enable child pages/sub navigation to display when users hover over the top navigation menu on desktop or laptop computers. |
| 3 | LGAQ will set-up and supply access details to a SharePoint location in which council is to supply high resolutions images |
| 4 | The customer will supply LGAQ with high resolution images & vector logo file (AI) in provisioned SharePoint location that LGAQ will set-up and provide the access details to. |
| 5 | All meetings and correspondence will be held on the phone or via email unless otherwise agreed. |
| 6 | Links to detailed supporting documentation and training resources will be supplied by the LGAQ |
| 7 | Council is to conduct User Acceptance Testing (UAT) within 5 working days of the UAT task being issued to council. |
| 8 | For the following project milestones, Council agrees to the following response times, unless otherwise agreed. i. Wireframe approval– 5 (five) working days ii. Design sign-off– 5 (five) working days iii. User Acceptance Testing (UAT) – build and content migration – 5 (five) working days iv. Go-live/Domain/DNS activities – to be completed within 5 (five) working days |
| 9 | Warranty period - covers your website for 3 months (90 days) from the final approval of your website during the User Acceptance Testing phase. Any bugs that are brought to our attention during this period will be fixed without charge in a timeframe to be negotiated. Your warranty does not cover– <ul style="list-style-type: none"> - Changes to the implementation that vary from the approved design concepts; - Changes made to the website via yourself or any other third party; - Issues/bugs/limitations relating to core Jadu CMS & XFP functionality; - Issues caused directly by your domain name administrator; - Issues caused by third party plugins or modules; |

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Dependencies:

The following dependencies have been made in the development of the Proposal:

| Ref: | Dependencies |
|------|---|
| 1 | On execution of the contract, a project commencement date will be agreed with the customer. Project commencement will normally take place not less than ten working days after receipt of an approval to proceed. |
| 2 | Any images the customer wishes to be used throughout the must meet the following minimum requirements and supplied to LGAQ via SharePoint within 5 working days after the completion of the kick-off meeting. Minimum image requirements – Width: 1400px Height: 800px Resolution: 240DPI |
| 3 | The customer must supply the vector logo to LGAQ via the SharePoint location within 5 working days after the completion of the kick-off meeting. |

Issues:

The following issues been made in the development of the Proposal:

| Ref: | Issues: |
|------|---|
| 1 | There are no known issues identified at the time of the creation of this proposal. |
| 2 | Project timeframes – the LGAQ will commit to working the council on the design prior to end of May 2021. However, with the current development work already committed to by the LGAQ development team commence of the site site build would not be achievable June/July 2021. |

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Acceptance of Proposal

Project Proposal No: 20-MAP-DB01 – Custom Design and Build

| | ITEM: | Price (Ex GST) | Price (Inc GST) |
|--|--|--------------------|--------------------|
| 1 | Custom Design | \$5,218.18 | \$5,740.00 |
| 2 | Responsive Site Build & Testing | \$12,145.45 | \$13,360.00 |
| 3 | Content Migration by LGAQ | \$1,818.18 | \$2,000.00 |
| 5 | Training (one-day training online or onsite)* *This does not include travel and accommodation costs which are to be met by council in addition to the training cost of \$1,500.00 | \$1,363.64 | \$1,500.00 |
| 6 | Project Management | \$3,143.63 | \$3,458.00 |
| TOTAL COST (EXCL. HOSTING & SUPPORT) Excluding content population by LGAQ: | | \$23,689.09 | \$26,058.00 |

Licensing, Hosting and Support

The LGAQ provides hosting and support charges to councils based on a complex formula that includes 3 components and is payable each year in advance (in July). The components are:

Flagfall: 30% (equal \$ amount per council)
 Population: 35% (based on council population)
 Expenditure: 35% (based on council's expenditure)

This charge is subject to a tiered based council population 'cap' which may increase relative to the increase in the total charge. As a result, the amount a council pays for hosting and support is subject to some degree of fluctuation year on year.

Hosting and Support Charge approx. \$10,000 (incl. GST) per annum (payable annually in advance).

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 Digital Member Services

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**Execution**

LGAQ – signed for and on behalf of the LGAQ:

A handwritten signature in black ink, appearing to read 'Tracy Whitelaw', is written over a light blue background.

Tracy Whitelaw
CHIEF DIGITAL OFFICER, Digital Stream

Date: 10 March 2021

Customer – signed for and on behalf of the Customer:

Mapoon Aboriginal Shire Council
PO Box 213
WEIPA 4874

Sign here to approve:

Print name:

Position:

Date:

Local Government Association of Queensland (LGAQ)
25 Evelyn Street, Newstead Q 4006
PO Box 2230, Fortitude Valley BC Q 4006Ph: 1300 542 700 | ask@lgaq.asn.au
ABN: 11 010 883 293COMMERCIAL IN CONFIDENCE
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Digital Member Services



LGAQ Digital Services Agreement

1. Definitions

| | |
|-----------------------|---|
| Business Day: | 8am to 5pm, Monday to Friday excluding public holidays. |
| Consequential Loss: | Any special, indirect or consequential loss, economic loss in respect of any claim in tort, loss of profits, loss of production, loss of data, loss of revenue, loss of use, loss of contract, loss of goodwill, loss of opportunity or loss of reputation, and any loss arising out of any claim by a third party. |
| CMS: | Content Management System – the software that supports Websites and Intranets. |
| Domain: | Is an identification string that defines a realm of administrative autonomy within the internet, for example www.lgaq.asn.au |
| Intranet | A set of privately related web pages located under a single Domain name, typically requiring a log-in. Can be accessed via the internet or local network. |
| Improvement Register: | A register maintained by the LGAQ that records requests from Members for service improvements and enhancements of the Jadu Web Services. |
| Jadu Library: | An online catalogue of digital resources and widgets provided by other Jadu customers and partners. |
| Jadu Web Services: | A bundled set of software, technology, business processes and services that results in a working Website or Intranet which is managed by LGAQ. |
| LGAQ: | The Local Government Association of Queensland Inc. |
| Member: | A financial member of the Local Government Association of Queensland as defined by the Association's constitution. |

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| | |
|-----------------------|---|
| Paid Posts: | Placement for a fee of digital content into various social media platforms such as Facebook and Twitter. |
| Product Roadmap: | A document that outlines proposed service enhancements and improvements for a defined period. |
| SSL: | Secure Sockets Layer used to enhance website security. |
| Subdomain: | A Subdomain is a Domain that is part of a larger Domain, for example: intranet.lgaq.asn.au is a Subdomain of lgaq.asn.au |
| Stand-alone Instance: | A Stand-alone Instance is a Website with a single Domain which does not include any other Subdomain apart from its test/UAT Subdomain for example: lgaq.asn.au / www.lgaq.asn.au / test.lgaq.asn.au. |
| Syndicated Content: | Web content and other digital resources suitable for public access such as video, audio, animations, graphics and infographics that help to promote, educate or inform regarding a topic of interest which can be re-used freely across multiple council Websites, Intranets and other digital platforms. |
| Support Portal: | An online system provided by the LGAQ that allows the Member to lodge support requests. |
| UAT: | User Acceptance Testing. |
| Website: | A set of related web pages located under a single Domain name (Stand-alone Instance). |
| XFP: | Online forms and digital services – the software that supports online forms and workflows. |



2. Term of this Agreement & Modifications

- 2.1 This agreement constitutes the entire agreement between the LGAQ and the Member in connection with the subject matter and supersedes all previous agreements or understandings.
- 2.2 This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.
- 2.3 This agreement remains in force for the duration of the Member's use of the Jadu Web Services, unless modified, replaced or terminated by LGAQ.
- 2.4 LGAQ will provide the Member with continuing access to the Jadu Web Services on an annual basis with costs to be listed as an item on the LGAQ membership invoice.
- 2.5 This agreement is governed by the laws of Queensland.

3. LGAQ Member Entitlements

- 3.1 Queensland councils that are members of LGAQ and who pay the annual LGAQ Services (including LG Online) charge are entitled to access the Jadu Web Services solution. Access to the service ends when a council ceases to be a member of LGAQ or fails to pay any of the LGAQ annual subscription fees or charges.
- 3.2 The Jadu Web Services offering includes:
 - All hosting.
 - All licences.
 - All backups.
 - All system upgrades and maintenance.
 - 24/7 monitoring (website availability).
 - 24/7 website analytics.
 - Helpdesk and technical support during business hours.
 - Online training.
 - Up to three (3) Stand-alone Instances (Websites or Intranets) – as defined by a single Domain.
 - SSL certification, configuration and renewals for each Stand-Alone instance limited to the main Domain and test Subdomain.
 - Access to LGAQ Syndicated Content.



- Access to the Jadu Library.
- Access to all other included service benefits as promoted by LGAQ from time to time.

3.3 By agreement, additional services may be requested on a fee-for-service basis including:

- Graphic design.
- In-house training.
- Consultancy services.
- Academy events and conferences.
- Technical development & bespoke system integrations.
- SSL certification and configuration for redirecting Domains and additional Subdomains more than the included limits.
- Content development.
- Online advertising & Paid Posts.
- Social media management.
- Social media monitoring.
- Remote content management.
- Advanced analytics.
- Other services as agreed.

3.4 The Member will also have an entitlement to make suggestions for additional service improvements and to comment on proposed service improvements nominated by others.

3.5 The Member may ask for a proposal for a graphic design refresh of its Website or Intranet at any time. The scheduling of such work will be negotiated and agreed between LGAQ and the Member and will be subject to LGAQ's availability of resources.

4. LGAQ Responsibilities

4.1 LGAQ will be the single point of contact for the Member regarding all aspects of the provision of the Jadu Web Services.

4.2 LGAQ will at least once per year release information to the Member about the Product Roadmap for Jadu Web Services detailing current projects and proposed enhancements and additions.



- 4.3 LGAQ will maintain a helpdesk and technical support service for the Member on all Business Days between the hours of 8am – 5pm which may be accessed by telephone and/or email. Contact details for out-of-hours support is available on LGAQ's digital web services website: <http://lgaq.digital>
- 4.4 LGAQ will provide its best efforts to respond to any Member request for additional support and assistance. The Member will not be asked by LGAQ to meet any costs for additional services unless prior agreement has been reached.
- 4.5 LGAQ will provide a written proposal with separate terms and conditions for the Member's consideration and agreement prior to commencing any fee-for-service work. LGAQ is not obliged to start work on any project of work until a written agreement with the Member has been received.
- 4.6 LGAQ may, at its discretion and without liability, suspend provision of any part of the service as a consequence of non-payment of any outstanding fees or charges.
- 4.7 LGAQ will assume that all communication received from the Member via both electronic and traditional means has been provided by a person that has authority to provide such communication.
- 4.8 LGAQ will retain an Improvement Register to record all Member recommendations and requests for service improvements and enhancements.
- 4.9 LGAQ will ensure that all hosting for the Jadu Web Services will remain based in Australia.
- 4.10 LGAQ will provide a minimum of forty-eight (48) hours' notice of any scheduled system outage.
- 4.11 LGAQ reserves the right to perform emergency maintenance without any prior notification, should it be considered necessary to protect and maintain the security, integrity and availability of the Jadu Web Services.
- 4.12 LGAQ will ensure that suitably qualified and experienced personnel familiar with the technologies are available to support the Member and deliver on projects.
- 4.13 Excluding scheduled outages, LGAQ aims to achieve 99.9% availability of Member Websites and Intranets and has in place escalation procedures to respond to any unplanned service disruptions.



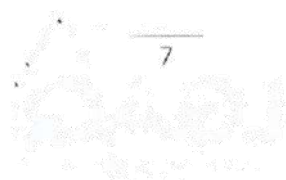
Jadu Web Services (CMS & XFP) Issue Management

| Priority | 1 st Response within | Feedback frequency | Interim solution | Resolution |
|--|--|--------------------|------------------------|--------------------|
| Level 1 Complete outage of Jadu hosted / managed and supported services. | 1 (one) working hour | Every working hour | 24 hours | 1 (one) week |
| Level 2 Issues with functionality or errors with software that prevents operation. | 3 (three) to 12 (twelve) working hours | Daily | 3 (three) working days | 4 (four) weeks |
| Level 3 Issues with functionality or errors with software that inhibits but does not prevent operation. | 3 (three) to 12 (twelve) working hours | Weekly | 2 (two) weeks | 12 (twelve) weeks |
| Level 4 Minor functional issues, content related problems and queries, or customer service comment / complaint. | 3 (three) to 12 (twelve) working hours | Weekly | 4 (four) weeks | 16 (sixteen) weeks |

*The (maximum) three-hour target response time will be deemed to have been met by LGAQ engaging with the call. The time of the call / support ticket will be taken to be the time when the call ticket is logged in LGAQ's Support Portal.

4.14 LGAQ will action immediately any request to delete or suspend a user account if advised to do so by the Member.

4.15 LGAQ will provide the Member with twelve (12) months written notice of any decision to terminate the Jadu Web Services.



5. Member Responsibilities

- 5.1 The Member is to supply a key contact for all communications regarding the Jadu Web Services and is to advise LGAQ of any changes to that key contact.
- 5.2 The Member is required to protect the integrity of its local Website and Intranet by adhering to industry best practice regarding user accounts, user permissions, password controls, virus protection and other appropriate physical and digital security measures for all devices used to manage or access Jadu Web Services.
- 5.3 The Member will ensure no unauthorised person has access to the Jadu Web Services.
- 5.4 The Member will immediately notify LGAQ of any user account that needs to be suspended or deleted.
- 5.5 The Member agrees that nothing in this agreement transfers ownership in, or otherwise grants any rights, title or interest in any intellectual property.
- 5.6 The Member may not transfer any licences or entitlements to any third-parties including, but not limited to, community or business groups.
- 5.7 The Member is singularly and solely responsible for the accuracy, appropriateness and authority to publish all visible or web accessible content – this includes text, images, documents and all other file types.
- 5.8 The Member contributing digital or other content to support LGAQ's program of Syndicated Content is responsible for ensuring the accuracy, appropriateness and authority to publish prior to making the content available.
- 5.9 The Member must notify the LGAQ helpdesk of any concerns regarding any aspect of the performance of the Jadu Web Services.
- 5.10 The Member agrees to comply with any agreed timelines in any LGAQ proposal which may include responsibilities such as the requirement to undertake UAT or supply information, content or other digital resources. The Member agrees not to hold the LGAQ responsible for any project delays caused by the actions or inaction of the Member.
- 5.11 The Member agrees to make freely available for the benefit of all Members any service enhancements or additions that may have been independently commissioned

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- 5.12 The Member will treat as commercial-in-confidence any pricing or quotations provided to it throughout the life of this agreement and agrees not to disclose these to any third party.
- 5.13 The Member agrees to treat all documentation associated with the Jadu Web Services including proposals and any correspondence as confidential.
- 5.14 The Member will not, without the prior agreement of the LGAQ, engage, employ, induce or solicit an LGAQ employee or contractor to enter into a contract of services or a contract of employment with the Member. This clause does not apply if the Member in good faith recruits for a position that has been publicly advertised and has not engaged in any solicitation, enticement, persuasion, encouragement or other inducement.
- 5.15 A Member that withdraws from the service is required to provide LGAQ with ninety (90) days prior written notice. Any adjustment to future service costs will be reflected in the next annual LGAQ membership invoice following the conclusion of the ninety (90) day notice period. Irrespective of the date of withdrawal the full charge will be payable for the balance of the current financial year, with any changes not able to be reflected until the subsequent financial year. No pro-rata options, discounts or rebates are offered or are available.

6. Authority & Permissions

- 6.1 The Member will provide an acceptance (sign-off) of any completed works within thirty (30) days of the LGAQ advising of the completion of any works. Work will be deemed to have been completed on receipt of written advice from the member (sign-off) or if thirty (30) days pass and no written feedback from the Member has been received.
- 6.2 The Member will allow LGAQ to collect information about the use of the Jadu Web Services for its own purposes of reporting, research, quality assurance and informing service improvements and enhancements.
- 6.3 The Member may by written instruction or separate standing agreement provide an authority to LGAQ to add, delete or modify any web content including files, documents and links.
- 6.4 In extraordinary circumstances, for example during a natural disaster, LGAQ may accept verbal instructions from the Member in relation to any web service element including the adding, deleting or modifying of any content.



6.5 The Member may by separate agreement allow LGAQ to collect on its behalf user information and transaction data from any part of the service, including forms, for the purposes of service monitoring, service improvement and/or data analytics or analysis.

6.6 LGAQ may make available to the Members custom web content, known as Syndicated Content, for its use. Unless otherwise specified, this Syndicated Content will be made freely available and may be utilised in any other electronic or printed format as decided by the Member. By a separate written instruction or by standing written agreement a Member may also wish to provide an authority for LGAQ to automatically publish this Syndicated Content to a Member's Website.

7.0 Extent of Liability

7.1 LGAQ's total liability for any loss or damage (including indirect or consequential loss or damage and pure economic loss) caused by any means is limited in aggregate for any and all claims to an amount equal to the annual LGAQ Services (including LG Online) charge. All terms, conditions and warranties implied by law to the contrary (if any) are excluded from this agreement, to the extent permitted by law.

7.2 LGAQ, its officers, employees, contractors and agents shall have no liability to the Member in respect of any actual or expected Consequential loss.

7.3 LGAQ will not be responsible for any damage caused by any unauthorised access from a Member's account or from any user negligence.

8.0 Contact Details

| | |
|---------------------|---|
| 1300 542 700 | Helpdesk & Technical Support |
| ask@lgaq.asn.au | 8am – 5pm, Monday to Friday excluding Public Holidays |
| http://lgaq.digital | After Hours |
| Post Address | PO Box 2230 Fortitude Valley BC |

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Brisbane Qld 4006

Street Address: 25 Evelyn Street
Newstead
Brisbane Qld 4006

LGAQ ABN: 11 010 883 293

Execution

LGAQ – signed for and on behalf of the LGAQ:

TRACY WHITELOW
CHIEF DIGITAL OFFICER, Digital Stream

Date: 10 March 2021

Customer – signed for and on behalf of the Customer:

Chief Executive Officer
Mapoon Aboriginal Shire Council
PO Box 213
WEIPA QLD 4874

Sign here to approve:

Print name:

Position:

Date:

LGAQ DIGITAL SERVICES AGREEMENT | JULY 2017

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LGAQ DIGITAL SERVICES AGREEMENT | JULY 2017

JADU

THE LGAQ MEMBERS LICENCE AGREEMENT FOR JADU SOFTWARE

EULA Jadu Pty Ltd

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Licence Agreement for Jadu Software

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING ANY OF THE JADU SOFTWARE TO WHICH THIS LICENCE RELATES. BY USING THE SOFTWARE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE OR YOU ARE NOT THE LICENSEE DESCRIBED BELOW (OR AN AUTHORISED USER OF THE LICENSEE) WE WILL NOT LICENSE OUR SOFTWARE AND DOCUMENTATION TO YOU, YOU MUST NOT USE THEM AND YOU MUST UNINSTALL OUR SOFTWARE FROM YOUR SYSTEMS AND (WHERE APPLICABLE) RETURN TO US ANY DVDS OR OTHER MEDIA ON WHICH THE SOFTWARE AND DOCUMENTATION WERE SUPPLIED.

Date of this Licence Agreement

10 March, 2021

Name and Address of Licensee

Chief Executive Officer
Mapoon Aboriginal Shire Council
PO Box 213
WEIPA QLD 4874

WHO IS AT ALL MATERIAL TIMES A MEMBER OF THE LOCAL GOVERNMENT ASSOCIATION OF QUEENSLAND (LGAQ). For the avoidance of doubt, the term "Member" when referred to in this Licence means a member of the LGAQ which consists of Brisbane City Council and local governments under the Local Government Act 2009 who are responsible for and continue to make payment of any and all subscriptions, fees and other levies associated with financial membership to LGAQ pursuant to the Local Government Association of Queensland Ltd Constitution.

Software supported under this Agreement

| | |
|---|--------------------------|
| ✓ | Jadu CMS |
| ✓ | Jadu XForms Professional |

Solution stack for which the Software is licensed

| | |
|---|----------------------------------|
| ✓ | LAMP (Linux, Apache, MySQL, PHP) |
|---|----------------------------------|

Maximum number of Concurrent Users

Not applicable.

Duration of this Licence Agreement

Subject always to the conditions set out in this Licence, this Licence shall continue whilst the Licensee is a Member of the LGAQ.

This licence agreement (**Licence**) is a legal agreement between the licensee named above (**Licensee** or **you**) and Jadu Software Pty. Ltd. (ABN 37165644511) of ANZ House, Level 4 & 5, 15 Moore Street, Canberra, ACT 2601, Australia (**Licensor, us or we**) for the computer software described above and associated media (**Software**) and any printed materials and online or electronic documentation we provide to you in connection with the Software (**Documentation**).

The Software is licensed to you solely for use on the Solution Stack set out.

We license use of the Software and Documentation to you on the basis of this Licence and for the duration and maximum number of concurrent users indicated above. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

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1.1. In consideration for the mutual promises and obligations under this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence.

1.2. You may:

- a) use the Software for your normal business purposes only;
- b) provided you comply with the provisions in condition 2, have access to the control centre for the purpose of managing content;
- c) receive and use any free supplementary software code or updates of the Software incorporating "patches", corrections of errors and upgrades as may be provided by the Licensor from time to time (all of which shall be issued subject to the terms of this Licence); and
- d) use any Documentation in support of the use permitted under this condition 1.2 and make such copies of the Documentation as are reasonably necessary for its lawful use.

2. Restrictions

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- a) not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
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- d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

- I. is used only for the purpose of achieving inter-operability of the Software with another software program;
 - II. is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary (as determined in Licensor's sole discretion) to disclose or communicate it; and
 - III. is not used to create any software which is substantially similar to the Software;
- e) not to examine the source code incorporated within the Software other than for the purposes of creating compatible or inter-operating software applications and not to copy or adapt such source code;
 - f) not to allow third parties other than your employees or sub-contractors to examine the source code incorporated within the Software (and such persons shall access the source code only to the extent provided for at condition 2(e) above);
 - g) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
 - h) to include our copyright notice on all entire and partial copies of the Software in any form and not to remove any such notices (including any copyright notices in any source code files);
 - i) not to remove the "Powered by Jadu" text and hyperlink that may be included in any forms or templates developed and supplied to you by us, our agents or authorised partners;
 - j) not to provide, or otherwise make available, the Documentation or Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us; and
 - k) not to allow more users to access the Software concurrently than the maximum number of concurrent users indicated on the front sheet of this Licence (**Maximum Concurrent Users**).
- 2.2 We shall be entitled to monitor your usage of the Software (and at our request you shall provide us with all access necessary to carry out such monitoring) to determine whether you at any time exceed the Maximum Concurrent Users. If our monitoring reveals you have exceeded the Maximum Concurrent Users, we shall notify the LGAQ and this may affect your use and/or cost of use of the Software.

3. Intellectual Property Rights

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- 3.2 We warrant that we have the right to license the Software and Documentation to you on the terms of this Licence.

4. Limited Warranty

- 4.1 We warrant that the Software is tested in accordance with quality assurance procedures complying with the ISO 9000/2001 standard.
- 4.2 You must promptly notify the LGAQ in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation and make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 4.3 You may invalidate the terms of any warranty and/or be unable to take advantage of the provisions with the LGAQ in relation to the services they provide for support, correction of faults or replacement of the Software if:
 - a) the defect or fault in the Software results from you having amended the Software;
 - b) the defect or fault in the Software results from you having used the Software in contravention of the terms of this Licence;
 - c) the defect or fault in the Software arises only when the Software is used with unsupported browsers;
 - d) it the issue relates to any software created by you to inter-operate with the Software; or the ability of the Software to inter-operate with any third party software (whether produced by you or otherwise).
- 4.4 If you enter into a support agreement with the LGAQ in respect of the Software, they may provide additional warranties under that agreement (including in relation to correcting errors in the Software) but any such provisions will be additional to and without prejudice to the terms of this Licence.

5. Limitation of Liability

- 5.1 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
- 5.2 We only supply the Software and Documentation for use by your business or organisation, and you agree not to use the Software or Documentation for any re-sale purposes.
- 5.3 We accept no liability whatsoever for any costs incurred by you in rebuilding your forms or templates following the installation of any updated version of the Software.
- 5.4 We shall not under any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence for:
 - a) loss of profits, sales, business, or revenue;
 - b) business interruption;
 - c) loss of anticipated savings;
 - d) loss or corruption of data or information;
 - e) any losses (including in relation to any security breaches) arising in connection with any defects or malicious code present in any Third Party Libraries (meaning any components and libraries used by us within the Software which are developed and licensed by third parties);
 - f) loss of business opportunity, goodwill or reputation;
 - g) any indirect or consequential loss or damage; or
 - h) Termination of this licence pursuant to condition 8.2
- 5.5 Other than the losses set out in condition 5.4 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the proportion of the LGAQ membership fee paid by you that relates to the cost of your use of the individual software product giving rise to the liability. This maximum cap does not apply to condition 5.6.
- 5.6 Nothing in this Licence shall limit or exclude our liability for:
 - a) death or personal injury resulting from our negligence;

- b) fraud or fraudulent misrepresentation; or
- c) any other liability that cannot be excluded or limited by Queensland law.

5.7 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. Indemnities

- 6.1 You acknowledge that we are not responsible for any of your content, data, files, documents or links (**Licensee Materials**) held within any system database used by the Software and you shall indemnify us and keep us indemnified against any claims, demands, actions or losses that we may suffer, sustain or incur arising in connection with the Licensee Materials.
- 6.2 You hereby agree to indemnify, defend and hold harmless us and our directors, officers, employees, agents, representatives from and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties, legal fees and expenses that may be made against us as a direct or indirect result of, or in any way related to, any breach of your obligations or representations hereunder, any modifications to the Software or any use by you of the Software or Documentation.

7. Collection of browser usage data and statistics

- 7.1 You agree that, for our research and development purposes and to allow Jadu and the LGAQ to continually improve our quality and user experience, Jadu and the LGAQ may automatically collect and store the following browser-related information from you each time you or your authorised users access the Software:
- a) technical information, including the Internet Protocol (IP) address of your computer, your login information including contact details, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; and
 - b) other information about your use of the Software, including the modules of the Software that you have used and how you have used them, the date and time, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from certain pages.

- 7.2 You agree that Jadu or the LGAQ may use the information collected pursuant to condition 7.1 in order to contact individual users with useful and relevant advice or information relating to the Software.

8. Term and Termination

- 8.1 Unless we terminate this Licence in accordance with condition 8.2 below, it will continue for the duration specified on the front sheet of this Licence. At the end of such period it will automatically terminate without notice to you.
- 8.2 We may terminate this Licence immediately by written notice to you if: (a) you or any of your authorised users commit a material or persistent breach of this Licence which is irremediable or (if such breach is remediable) you fail to remedy the breach within 14 days after the service of written notice requiring you to do so. (b) you cease to be a LGAQ member or if the LGAQ ceases to hold its licence for the Software it is licensed to use by us.
- 8.3 Upon termination or expiry for any reason:
- a) all rights granted to you under this Licence shall cease;
 - b) you must cease all activities authorised by this Licence; and
 - c) you must immediately delete or remove the Software from the server on which it is installed and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

9. Other important terms

- 9.1 You may not transfer your rights and obligations under this Licence to another person, entity or organisation without our consent. We may transfer our rights and obligations under this Licence to any other person, entity or organisation.
- 9.2 This Licence and any document expressly referred to in it constitutes the entire agreement between you and us in relation to the licence of the Software and Documentation. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence or any document expressly referred to in it.
- 9.3 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If

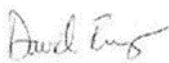
we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 9.4 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.5 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Queensland law. We both agree to the exclusive jurisdiction of the courts of the Queensland.

FOR AND ON BEHALF OF
JADU SOFTWARE PTY. LTD.

FOR AND ON BEHALF OF THE CLIENT("You")

Signed



Name David Evans

Position VP Jadu Australia

Date 1 July, 2018

Signed

Name

Position

Date

7.10 COMMUNITY BUS & COMMUNITY HEARSE POLICY

Author: Royleen Wolski, Governance Manager

Authoriser: Steve Linnane, Acting CEO

Attachments: 1. MASC Community Bus & Community Hearse Hire Policy DRAFT .pdf

PURPOSE OF REPORT

To advise Council of proposed Community Bus & Community Hearse Policy

BACKGROUND

The Community Hearse is now in Mapoon and has been used for a number of funerals. The Community Bus is arriving soon and will be available for hire in the near future. It is usual for Councils which provide a Community Bus or Community Hearse to require the hirer and driver to enter into an agreement prior to provision of the vehicle.

It is also usual for Council to require the hirer/driver to:

- Pay a Bond.
- Refuel the bus before return.
- Leave the vehicle in a clean and tidy condition.
- Deduct fuel and cleaning costs from the Bond if the vehicle is not left full of fuel and clean.
- Pay the insurance excess if the vehicle is involved in a Traffic Incident.
- Be responsible for any traffic violations which are incurred during the hire of the vehicle.

The Draft Community Bus and Community Hearse Hire Policy is attached.

RECOMMENDATION

That Council receive and note the Community Bus & Community Hearse Policy



MAPOON ABORIGINAL SHIRE COUNCIL

Community Bus & Community Hearse Hire Policy

RESOLUTION NO. XX. VERSION V1

This is an official copy of the **Community Bus and Community Hearse Hire Policy** of **Mapoon Aboriginal Shire Council**, made in accordance with the provisions of the Local Government Act and Regulations, Public Records Act, Mapoon Aboriginal Shire Council's Local Laws and current Council Policies.

The Community Bus and Community Hearse Hire Policy is an Operational Policy. Operational policies are prepared to guide employee behaviour. This Policy is approved by the Mapoon Aboriginal Shire Council for the operations and guidance of Council and Council staff, and hirers of the Community Bus and Community Hearse. This Policy is approved by the Mapoon Aboriginal Shire Council for the guidance of Council and Council staff.

DOCUMENT VERSION CONTROL

| VERSION | DATE | RESOLUTION N°. | DETAILS |
|---------|----------|----------------|--|
| 1.0 | 24/08/21 | | Responsible Officer: Governance Manager Policy Type: Operational Policy |
| | | | |
| | | | |
| | | | |
| | | | Recommended Review Date 30 July 2024 |

**MAPOON ABORIGINAL SHIRE COUNCIL****Community Bus & Community Hearse Hire Policy**

RESOLUTION NO. XX. VERSION V1

Community Bus & Community Hearse Hire Policy**1. Introduction**

The policy is to set guidelines by which the hire of the Mapoon Aboriginal Shire Council's Community Bus ("the Bus") and Community Hearse ("the Hearse") will be managed. The Bus is only available for use by the School, Not-for-profit community and sporting groups, local business and local residents to support activities and programs benefiting our residents. The Hearse is only available for use by Mapoon Community members. The Bus and the Hearse are made available at the discretion of Council. Applications from people or groups from outside the community wishing to hire the Bus must apply in writing to the Chief Executive Office, but will only be considered under extenuating circumstances.

2. Policy scope

This policy applies to any person/s or group which may hire the Community Bus or Community Hearse.

3. Definitions

The Community Bus is the bus designated as being available for hire by members of the Mapoon Community. It does not refer to other Council owned buses, eg the buses used for the transport of Council clients.

The Community Hearse is a purpose-built vehicle which is permitted for use between Weipa and Mapoon. The hirer will be given an orientation into the operation of the hearse mechanism prior to commencing the hire.

4. Policy Statement**4.1 Terms and Conditions**

The Bus and the Hearse are hired in accordance with the Terms and Conditions, which must be signed by the Hirer prior to delivery of the vehicle to them. In the event of any inconsistency between this Policy and the Terms and Conditions, the Terms and Conditions shall prevail.

4.2 Eligibility

The Bus is available to a broad range of local organisations in Mapoon. In summary there are four categories or organisations in order of priority as follows:

- (a) Western Cape College Mapoon Campus & Western Cape College Weipa Campus
- (b) Not for profit organisations and Sporting Organizations

**MAPOON ABORIGINAL SHIRE COUNCIL****Community Bus & Community Hearse Hire Policy**

RESOLUTION NO. XX. VERSION V1

(c) Local Business

(d) Mapoon Residents

The Hearse is only available to residents of Mapoon, and the Hearse may only be driven by employees of the Mapoon Aboriginal Shire Council

4.3 Application for Bus Hire or Hearse Hire

(a) All groups wishing to use the bus on a regular or casual basis need to make an application in writing using the Applicable Form, which is available from the Council Office. Applications must be received at least three weeks before the proposed hire date. Mapoon Residents wishing to hire the Hearse must complete both the Application Form and the Funeral Coordinator's Form, both of which are available from the Council Office.

(b) Bus Hire Applications will be assessed according to priority, in accordance with the list contained in Item 4.2 of this Policy. Eligible groups are then entitled to proceed with the booking; following Council's booking procedures as outlined below. Payment of the bond, and if applicable the hire fee based on estimated mileage is required at the time of booking.

4.4 Passengers

The total number of persons travelling in the bus should not exceed the number of passengers for which the bus is licenced. Only one person (child or adult) per single seat is allowed, and seat belts must be worn at all times. The Hirer is responsible for the behaviour of the passengers. If COVID-19 restrictions apply, the bus must be compliant with all legislation in relation to social distancing, and the requirement for a COVID Safe plan, should one be required.

The total number of persons travelling in the hearse may not exceed the driver and one passenger.

4.5 Drivers licensing

Hirers of the bus will have to provide their own driver(s), who will need to hold an appropriate and current drivers licence and driver's authorisation [i.e class HC, MC, HR, LR or MR] as determined by the Department of Transport and Main Roads.

Name/s of nominated drivers is required to be included on the application form.

Drivers Authorisation is split into two categories:

- Commercial or Private Group – Driver Authorisation, and
- Not for Profit Group – Driver Authorisation (if using for General Services)

**MAPOON ABORIGINAL SHIRE COUNCIL****Community Bus & Community Hearse Hire Policy**

RESOLUTION NO. XX. VERSION V1

Alternatively, drivers may be exempted from holding a driver's authorisation, depending upon the type of activity performed by the community group.

The Passenger Transport Department (Translink Division) will require in writing what activities the Hirer will be engaging in and dependent on this level of service many community groups will be exempted from holding a driver's authorisation.

If it is identified that the Hirer is exempted, Council will require this in writing from the Passenger Transport Department (Translink Division).

This exemption will also need to be accompanied with a photocopy of the driver's appropriate licence for the Mapoon Community Bus or Community Hearse. As part of this exemption, only the exempted person will be authorised to drive the bus.

Every driver must complete a "Driver Declaration" form, which forms part of the "Application for Community Bus/ Community Hearse Hire" at least once every 12 months.

At this time, an appropriate driver's licence must be produced for photocopying and this copy will be kept on record along with the Driver Declaration. Drivers who have previously completed a "Driver Declaration" form must have their driver's licence sighted by Council office staff before they can operate the bus.

The driver must maintain a 0.00 (zero) blood alcohol level at all times when he/she is driving or in control of the bus or the hearse.

The driver must understand their responsibilities under the Heavy Vehicle Driver Fatigue Laws and maintain a Work Diary for travel outside the Council area.

The driver of the Hearse must be a Council employee, however one family member may travel in the hearse. Out of hours requests for use of the hearse may incur a fee for the driver's wages.

5. Hire Fee and Deposit/Bond:

5.1 Both the bus and the Hearse will be subject to a minimum Deposit/Bond of \$150. This deposit is fully refundable if the hired vehicle is returned with a full fuel tank and in a clean condition. On occasions where the bus is Hired for any destination other than Weipa, a bond of \$500 is required.

The Bus and the Hearse will be supplied to the Hirer with a full tank of fuel. The Hirer is responsible for any subsequent purchase of fuel and the Bus/ Hearse is to be with a full tank of fuel. If the vehicle is not returned with a full tank, the Hirer will be charged for the cost of the fuel required to fill the tank. If the vehicle is not returned in a clean condition, the sum of \$50 will be charged for cleaning.

**MAPOON ABORIGINAL SHIRE COUNCIL****Community Bus & Community Hearse Hire Policy**

RESOLUTION NO. XX. VERSION V1

5.2 The deposit/bond must be paid in advance at the Council Office by EFTPOS at the time of Application.

5.3 The Community Bus is subject to a hire fee of \$0.58c per km, which is payable at the time of the payment of the bond.

5.4 The Community Bus hire fee may be waived at the discretion of the Chief Executive Officer under the following condition:

(a) There are extenuating circumstances which mean that charging of a hire fee would cause financial hardship to a not for profit organization performing a service for the community.

5.5 The Community Hearse is not subject to a hire fee.

6. Servicing and Maintenance

Council shall be responsible for all servicing and maintenance. Any servicing and maintenance by the Hirer may only be carried out with the prior written approval of Council. Council will not refund the cost of any unauthorised service or repair and this will be carried out at the Hirer's own cost.

In the event that unplanned/emergency servicing is required, the Hirer should, in the first instance, seek authorisation from Council. Council can provide a purchase order for payment.

In the event that this is not possible the Hirer must retain a compliant tax invoice/receipt and provide to Council for reimbursement upon returning the Bus.

7. Smoking, Drugs and Alcohol

Smoking and/or the use or possession of illicit drugs is not permitted on the Bus. No alcohol is to be carried on or consumed on the Bus.

8. Food/Beverage

The consumption of food and drink (non-alcoholic) in the Bus is at the discretion of the Hirer, however a common-sense approach should be taken with regards to the type of food and cleaning responsibilities.

The consumption of food and drink (non-alcoholic) is not permitted in the hearse, with the exception of water.

The Bus must be returned in a clean and tidy condition at the end of the hire. All costs to clean the Bus when it is not returned in a clean and tidy condition will be payable by the Hirer.

**MAPOON ABORIGINAL SHIRE COUNCIL****Community Bus & Community Hearse Hire Policy**

RESOLUTION NO. XX. VERSION V1

9. Type of travel permitted

The use of the Bus will be approved for the following purposes:

- (a) Group travel to a destination within the Mapoon Aboriginal Shire Council area and the Weipa Town Authority and Napranum Aboriginal Shire Council local areas, (Bond of \$150 required)
- (b) The Cape York area and no more than 500km from the township of Mapoon; (Bond of \$500 required)
- (c) For distances greater than 500km, a minimum of 30 days' notice must be given to Council to approve. (Bond of \$500 required)

10. Insurance & Hirer's Liability

10.1 The hirer agrees to compensate MASC for any new loss or damage sustained or resulting from the hirer's use of the vehicle where the conduct of the hirer or the passengers has caused or contributed to the loss or damage.

10.2 In the event of MASC suffering any loss as a consequence of the hirer's use of the vehicle, the hirer is liable for the following:

- (a) the reasonable cost of repairs to the vehicle or the finance payout value of the vehicle at the time of loss whichever is the lesser provided the finance payout value is not less than the market value of the vehicle at the time of loss in which case the market value of the vehicle shall prevail;
- (b) the reasonable legal expenses, appraisal and assessment fees, towing and vehicle recovery, storage and service charges;
- (c) the damage or consequential third-party damage to the property of any person, which arises from or is contributed to by the hirer's use of the vehicle; and (d) the loss of use of the vehicle including MASC's consequential loss.

10.3 Where the hirer has identified a third party responsible for the damage and MASC has been able to obtain full compensation from the third party, MASC will not hold the hirer liable to compensate it for the damage.

10.4 Where the incident is covered by MASC's Insurance Policy, the Hirer is liable for payment of any excess which may be payable.

**MAPOON ABORIGINAL SHIRE COUNCIL****Community Bus & Community Hearse Hire Policy**

RESOLUTION NO. XX. VERSION V1

10.5 The driver agrees that he/she is liable for any traffic infringements which occur during the hire period.

11. Relevant Legislation

- Local Government Act 2009
- Local Government Regulation 2012

12. Variations

Mapoon Aboriginal Shire Council reserves the right to vary, replace or terminate this policy from time to time.

13. Related Policies and Procedures

- Mapoon Aboriginal Shire Council Vehicle Use Policy

**MAPOON ABORIGINAL SHIRE COUNCIL****Community Bus & Community Hearse Hire Policy**

RESOLUTION NO. XX. VERSION V1

14. Policy Version and Revision Information**Policy authorised and adopted by:**Steve Linnane; Chief Executive Officer and
The Mapoon Aboriginal Shire Council.**Original issue:** 24/08/2021**Policy Maintained by:** Governance Manager**This version:** 1.0**Date Adopted:** 24 August 2021**Review date:** 30/06/2024

7.11 GOVERNANCE MANAGER'S REPORT ON MAPOON STORE, ACCOMMODATION AND CAMP GROUNDS

Author: Royleen Wolski, Governance Manager

Authoriser: Steve Linnane, Acting CEO

Attachments: 1. Accommodation Revenue Increase with COVID Impact.pptx

PURPOSE OF REPORT

To advise Council of the operations of Council's Business enterprises.

BACKGROUND

Council operates two retail businesses, the Mapoon Council Store and the Accommodation Complexes, which include the Paanja Lodge Cabins, Contractors Dongas and Cullen Point Camp-Ground.

DISCUSSION**Store**

The newly hired Store Managers departed at short notice, stating that they found the Council's rules and regulations too restrictive. Vicki Waring, who had previously been employed by Council as Store Manager has been employed for a period of three months whilst ongoing Store Management options are considered.

Cabins & Contractors Camp

June 2021 overall Cabin Occupancy was 85.42%, however there were weeks where daily occupancy was 100%. July 2021 Cabin Occupancy was only 56.05% occupancy, predominantly because construction on the barge landing did not commence until August.

By comparison, June 2020 Cabin Occupancy was still heavily affected by the COVID Closure of the Cape, was only 30%.

In June 2021 Ensuted Donga Occupancy was 67.5%, up from May, when it was 40.05%. In April, ensuted donga occupancy was only 23.7%, so again there has been a significant improvement. Unfortunately, July 2021 again showed a downturn in ensuted Donga occupancy, with occupancy only reaching 51.61%.

Construction of the four new Cabins is progressing and the Executive Manager of Works and Infrastructure estimates that they will be completed by approximately July 2021.

The Accommodation Manager was on leave for three weeks during July and a relief manager was employed to perform some of the Accommodation manager's duties.

Cullen Point Camp-Ground

Cullen Point Camp Ground has been busy, but Store Sales and Online sales have not yet been collated, so total occupancy is not yet known.

Overall Performance of Accommodation Managers 2019- 2020

At the time Wayne & Royleen Wolski were employed in January 2019, they were tasked with improving turn over at the Accommodation. Turnover for the financial year (2018-2019) before they commenced management was \$344,673.24. Turnover for the following financial year (2019-2020) was \$378,853, and improvement of \$34,180.09 despite the very significant impact of COVID-19, and the lock down of Cape York During the last financial year, combined turnover was \$419,613.94, a total improvement of \$74,940.70 on 2018-2019.

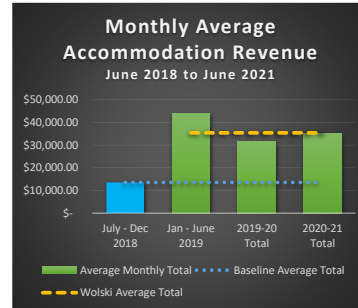
It is with regret that the Governance Manager and the Accommodation Manager have tendered their resignations for personal reasons.

RECOMMENDATION

That the report of the Governance Manager in relation to the Store, Accommodation and Camp Grounds be received and noted.

Mapoon Accommodation Revenue Improvement

- **261+ percent increase** in average monthly revenue
- **10+ percent** year-on-year revenue growth for 3 consecutive years despite impact of COVID-19

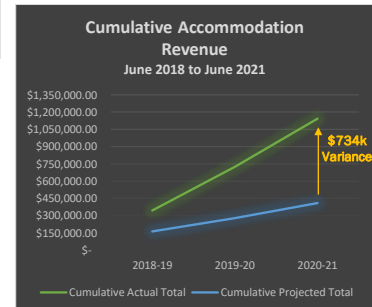


Total average monthly revenue increased **\$21.8k+**

From baseline average of \$13,558 over the 6 months between June and December 2018 to \$35,393 over the next 30 months up until June 2021

\$734k increase between projected baseline revenue and actual revenue over entire three-year period*

*COVID impact approximated



7.12 HUMAN RESOURCES REPORT

Author: Carolyn Marshall, Mapoon HRO

Authoriser: Steve Linnane, Acting CEO

Attachments: 1. Statistics.

PURPOSE OF REPORT

To advise Council of the operations of the Human Resource Department.

DISCUSSION**HUMAN RESOURCES****Media**

See attachment - figure A.

Employee Statistics

See attachment – figure B.

Training

- Certificate III Civil Construction - 3 employees.
- Diploma in Library Services - 2 employees (1 currently deferred).
- Apprenticeships.
 - Plumber -1 employee.
 - Mechanic -1 employee.
- Building Licence Training – 1 employee.
- Diploma of Local Government- 3 employees.
- Mental Health First Aid – 3 employees.

Current Vacancies

- Building Manager.
- Community Services Coordinator.
- Community Services Support Workers.
- Casual Receptionist.
- Casual Centrelink Officer.

New Appointments - July

- 2 x Casual Store Assistants.
- 1 x Casual Parks & Gardens Officer.

DISCUSSION**HUMAN RESOURCES****Media**

See attachment - figure A.

Employee Statistics

See attachment – figure B.

Training

- Certificate III Civil Construction - 3 employees.
- Diploma in Library Services - 2 employees (1 currently deferred).
- Apprenticeships.
 - Plumber -1 employee.
 - Mechanic -1 employee.
- Building Licence Training – 1 employee.
- Diploma of Local Government- 3 employees.
- Mental Health First Aid – 3 employees.

Current Vacancies

- Building Manager.
- Community Services Coordinator.
- Community Services Support Workers.
- Casual Receptionist.
- Casual Centrelink Officer.

New Appointments - July

- 2 x Casual Store Assistants.
- 1 x Casual Parks & Gardens Officer.

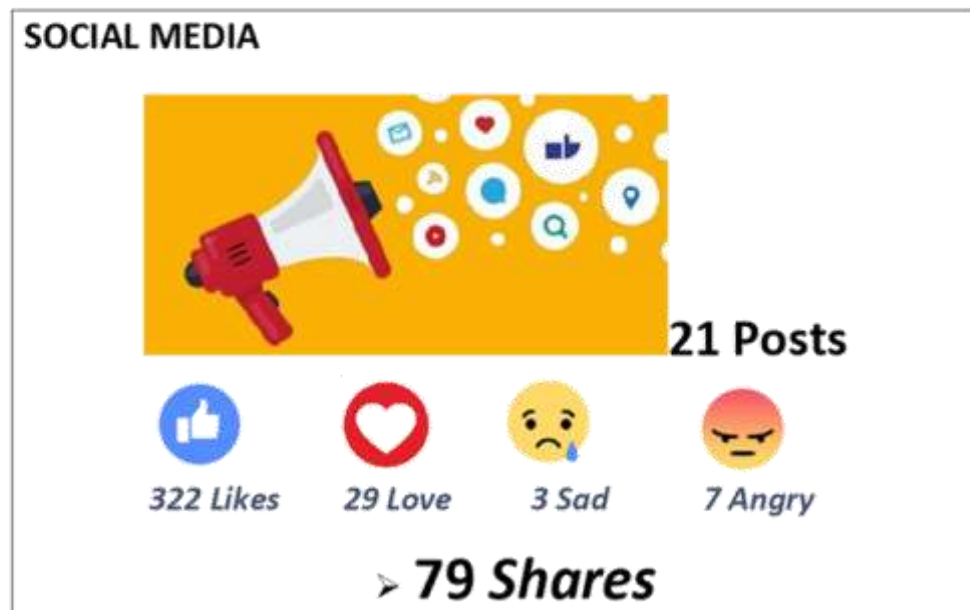
WH&S

- 3 x Toolbox meetings attended through July discussing site safety, working in hot weather, test and tagging, hard hats, vehicle housekeeping, PPE, SWMS and general safety.

- 11 x Site visits to work and building sites checking safe practices.
- Obtaining quotes for safer equipment.
- Updating safety systems.
- Ordering PPE.
- Water testing.
- Auditing and ordering safety signs.
- SDS information and updating.
- 4 x Hazard reports.
- Auditing evacuation diagrams.
- 8 x Incident reports.

RECOMMENDATION

That the HR Manager's Report be received and noted.

STATISTICS**Figure A.****Figure B.****EMPLOYEES**

| | <u>2021</u> | <u>%</u> | <u>2020</u> | <u>%</u> |
|--------------------|-------------|----------|-------------|----------|
| Annual Leave | 447.11 | 6 | 522.5 | 7 |
| Personal Leave | 163.5 | 2 | 223.25 | 3 |
| LWOP | 561.75 | 7 | 741.25 | 9 |
| Unauthorised Leave | 795.5 | 10 | 737.00 | 9 |
| Indigenous | 53 | 80 | 44 | 76 |
| Non- Indigenous | 13 | 20 | 14 | 24 |
| Male | 36 | 56 | 38 | 66 |
| Female | 27 | 42 | 20 | 34 |
| Other | 1 | 2 | 0 | |
| Employees Total | | | | |
| Casual | 16 | 25 | 7 | 12 |
| Part Time | 9 | 14 | 9 | 16 |
| Full Time | 39 | 61 | 42 | 72 |

7.13 COMMUNITY AGED AND DISABILITY SERVICES

Author: Wilma Gibson, Community Services Coordinator

Authoriser: Steve Linnane, Acting CEO

Attachments: Nil

PURPOSE OF REPORT

To give updated information for Council on July 2021 service delivery outputs.

BACKGROUND

Aim to capture current data of service deliver for the month of July, considering client participation and staff availability. Being mindful not all clients choose to partake in all service types, not all clients are assessed and approved for all service types. We provide services on Client Choice or Consumer Directed Care model of practise.

Location, not all clients live in community for 12 months of the year, many mobilise between Napranum, New Mapoon, Lockhart River, Cairns, Townsville, and Brisbane, for either sorry business or family reasons, for medical and or hospitalisation requirements.

DISCUSSION**Data Available**

Public Holidays x 2

Funerals – 3 local Mapoon, 2 Napranum (more in August), impacting greatly on staff attendance, client availability, the need for different program support, the need for flexibility and understanding towards Clients and Staff affected.

CHSP- Clients- 19

Active-16

Clients away- 8

Number of Clients who Receive **Meals** regularly -7

Number Meals July – 86

Funded Meals 25per week = 100 for 4 weeks

Number of Clients who use **Transport** regularly -5

Number of Trips July- 56

Funded for 18 trips per week = 72 for 4 weeks

Number of Clients who Receive **Domestic Assistance** - 7

Number of Hours Domestic Assistance delivered July = 12

Funded for 12hrs per week = 48hrs for 4 weeks

Number Clients who seek help regularly with **Shopping** - 4

Number of hours Shopping help - 18.5hrs

Funded for 12.5 hrs per week = 50 for 4 weeks

Number of Clients regular with **Social Support Group Outings**- 4

Number of hours Social Support Group - 54

Funded for 16hrs per week= 64 for 4weeks

QCCS Clients -2

Clients Active -1

Clients away -1

New Referral -1

In Home Support – Meals

Number of Meals Delivered- 14 for July

Community Connections - 6.5 hrs

Positive Activity:

The clients who remain in Community have been relatively engaged with the program considering big Sorry Business.

1 x New Staff person commence- Support Worker, participating very well, good team player, and clients enjoy her company and input.

3 x staff attended Mental Health First Aid for two days in Weipa, very successful training, staff enjoyed new learnings, partaking in a mixed team of professionals in Weipa. Training delivered by RFDS.

Supported funerals at the request of Clients and or Elders by partaking in transporting to and from funerals, including attendance.

Tables and Chairs for Day Room area of new Aged Care building which have been funded by Rio Tinto, have been delivered to the Chakara Aged Care. Separately-storage cupboards for internal rooms, have arrived, first aid kit has arrived, other kitchen and laundry items purchased are ready to go into the building.

Personal Protection Equipment for Infection Control practises have been purchased and where there is supply available, goods have arrived, some items are on back order.

Paper Towel holders have been installed, Soap Dispensers have been ordered.

RECOMMENDATION

That the Community Aged and Disability Report be received and noted.

8 ANY OTHER BUSINESS**8.1 MEETING WITH CHAIRMAN RITCHIE AH MAT AND DIRECTOR DEVON TARPENCHA OF THE CAPE YORK LAND COUNCIL**

Author: Steve Linnane, Acting CEO

Authoriser: Steve Linnane, Acting CEO

Attachments: Nil

PURPOSE OF REPORT

Mayor Aileen Addo has invited Mr Ritchie Ah Mat, Chairman of the Cape York Land Council to meet with Council. He is accompanied by and Cape York Land Council Director Devon Tarpencha.

9 CORRESPONDENCE IN**9.1 CORRESPONDENCE IN FROM THE HONOURABLE CRAIG CRAWFORD MP, MINISTER FOR SENIORS AND DISABILITY SERVICES AND MINISTER FOR ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS, DATED 10 AUGUST 2021**

Author: Steve Linnane, Acting CEO

Authoriser: Steve Linnane, Acting CEO

Attachments:

1. Correspondence IN from Craig Crawford MP Minister for Seniors and Disability Services and Minister for Aboriginal and Torres Strait Islander Partnerships dated 10 August 2021.pdf
2. Attachment LETTER ENCLOSURE - Fact Sheet Local Thriving Communities.pdf

PURPOSE OF REPORT

To Advise Council of Correspondence IN from the Honourable Craig Crawford MP, Minister for Seniors and Disability Services and Minister for Aboriginal and Torres Strait Islander Partnerships, dated 10 August 2021.pdf



The Honourable Craig Crawford MP
Minister for Seniors and Disability Services and
Minister for Aboriginal and Torres Strait Islander Partnerships

Our ref: 04008-2021

1 William Street Brisbane
PO Box 15397 City East
Queensland 4002 Australia
Telephone +61 7 3008 3700
Email sdsatsip@ministerial.qld.gov.au

ABN 25 791 185 155

Councillor Aileen Addo
Mayor
Mapoon Aboriginal Shire Council
PO Box 213
WEIPA QLD 4874
mapoon.mayor@mapoon.qld.gov.au

Dear Mayor Addo

I am writing to provide you with information about the Queensland Government's Local Thriving Communities (LTC) reform and to address some questions that have been raised with me directly regarding the relationship between LTC and other government reform agendas.

I am advised that the Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships has engaged with your Council to provide information about LTC, and to listen to your views about how these changes across Government can best work for your community.

LTC is a long-term, structural reform agenda that aims to ensure service delivery in remote and discrete Aboriginal and Torres Strait Islander communities better meets the needs of community. By placing decision making closer to Community, LTC aims to empower communities to improve service design, service delivery, accountability and strengthen the link between community and Government. The enclosed fact sheet provides further information.

Importantly, self-determination and a mutual high expectations relationship are at the forefront of how this work is being progressed. Therefore, I wish to make clear that participating in LTC does not prevent your community from engaging in any other reform process. Rather, it is about working collaboratively to support community-led decision making to ensure a more coordinated and effective approach to service delivery and economic participation. As elected members of your community, tasked with the role of ensuring your community's aspirations are realised, through LTC reform, the Queensland Government aims to empower Councils to be at the forefront of decision making when it comes to service delivery in your community.

As the Minister for Aboriginal and Torres Strait Islander Partnerships I am committed to working collaboratively with the Commonwealth Government to ensure service delivery aligns with community priorities. The department openly shares progress of LTC implementation with the Commonwealth Government by including a representative from the National Indigenous Australians Agency as a member of its governance body, the Joint Coordinating Committee (JCC). The JCC is a key mechanism for representatives from Government (Local, State, and Commonwealth) and Queensland First Nations communities to provide advice on the co-design and implementation of LTC.

-2-

As proposed by Torres Cape Indigenous Council Alliance (TCICA), and supported by my Department, a Workshop is being held on 11 August 2021 as part of the ordinary TCICA meeting to provide greater clarity for Councils on the Queensland and Commonwealth-led reform agendas. I encourage you to participate in this forum, as there will be an opportunity to ask questions and raise issues about how Government might better co-ordinate itself and respond to your community's needs.

If you require any further information, please continue your dialogue with Dr Chris Sarra, Director-General, Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships. Alternatively, you can contact my Chief of Staff, Katie Kiss on 3008 3700 or 0409 310 814.

I trust this information is of assistance to you.

Yours sincerely



The Honourable Craig Crawford MP
Minister for Seniors and Disability Services and
Minister for Aboriginal and Torres Strait Islander Partnerships
10 August 2021

Enc.

Cc: Mr Steve Linnane
Acting Chief Executive Officer
Mapoon Aboriginal Shire Council
ActingCEO@mapoon.qld.gov.au



The Queensland Government is committed to reframing the relationship with Aboriginal peoples and Torres Strait Islander peoples.

Bringing decision-making closer to community

This commitment includes Local Thriving Communities (LTC), which delivers the *Queensland Government's Response to the Queensland Productivity Commission's Inquiry into service delivery in remote and discrete Aboriginal and Torres Strait Islander communities*.

LTC is a long-term, holistic reform that is about a different way of Government and community working together.

It requires a high expectations relationship between Government and community so that service design and delivery better meets the needs of each community.

The Queensland Government has committed to better support for Aboriginal and Torres Strait Islander communities to:

- make decisions about their own future
- build on their strengths as a community
- invest in the things that will make communities stronger and make a difference to people's lives.

How will LTC help?

Together, we will:

- **Increase community involvement** in the design of services to ensure services align to community needs and priorities
- **Empower communities to have greater control** of their lives through self determination and local decision-making
- **Provide support for local leaders** for their expertise and commitment
- **Ensure greater accountability** of service providers and coordination of government services
- **Create local employment and business opportunities** to improve service delivery
- **Address any identified gaps** in decision making by strengthening community voice
- **Build government and community capacity** to share decision-making and embrace local authority.

Photo: Local Thriving Communities community consultation session, Cherbourg

www.qld.gov.au/thriving



**Queensland
Government**

What is Local Thriving Communities?

Local Thriving Communities (LTC) is a holistic reform that reframes the relationship between the Queensland Government and Aboriginal and Torres Strait Islander communities.

By embracing local leadership and facilitating a community-led approach LTC brings decisions about service delivery and design closer to your community.

Why is LTC being delivered?

LTC is being delivered to improve the design and delivery of services in communities.

Through LTC implementation the Queensland Government is delivering its response to the Queensland Productivity Commission's *Inquiry into service delivery in remote and discrete Aboriginal and Torres Strait Islander communities*.

LTC is part of the Queensland Government's commitment to 'working with' communities rather than 'doing things to' communities and is improving coordination of Government activity.

LTC steps out a pathway so community and Government work together to create this change.

Where is LTC up to in your community?

Every community is different.

The Queensland Government has engaged with each remote and discrete Aboriginal and Torres Strait Islander community, including councils, to hear how LTC might work for them.

If you'd like to know more about what's happening with LTC in your community, please contact your local regional service centre (contacts below).

What are the next steps for your community?

The next steps will be different for each community.

What's most important is that your community leads discussions on local decision-making and the purpose of LTC. If your community decides it wants to opt-in to the LTC reform, the next step will be for your community to discuss community aspirations and possible leadership models.

Establishing a Local Decision Making Body

A 'Local Decision Making Body' will be your community's key point of contact and coordination for engagement on Queensland Government service design and delivery.

Who will be on the Local Decision Making Body?

That is up to your community to decide. LTC will support existing community decision-making practices and processes.

For some communities, LTC is considered to be anchored in the work of Council. This is one example of how LTC could work.

As each community is different, the LTC model adopted by your community may be different to the LTC model adopted by another community.

Will your community sign an Agreement?

Yes. A Community Agreement will be signed by members of the 'Local Decision Making Body' and the Queensland Government to ensure effective progress.

It will set out the community's priorities and how the Queensland Government and the community will hold each other to account.

Where can you find out more?

The LTC team is available to meet with you and answer any further question you might have on what's best for your community.

Also take a look at the other information and resources that can help you understand LTC better on our website.

- **Email us:** lrc@dsdsatsip.qld.gov.au
- **Contact your local regional service centre:** www.qld.gov.au/regional-centres
- **Visit our website:** www.qld.gov.au/thriving

10 CORRESPONDENCE OUT

Nil

11 NEXT MEETING DATE

Proposed date for next meeting: Monday 20 September 2021

12 CLOSE MEETING