

NOTICE OF MEETING & AGENDA

Ordinary Meeting

Wednesday 23 June 2021

Roma Administration Centre

NOTICE OF MEETING

Date: 14 June 2021

Mayor:

Councillor T D Golder

Deputy Mayor:
Councillors:

Councillor G B McMullen
Councillor J R P Birkett
Councillor M C Edwards
Councillor J L Guthrie
Councillor J M Hancock
Councillor W L Ladbrook
Councillor C J O'Neil
Councillor W M Taylor

Chief Executive Officer:

Ms Julie Reitano

Executive Management:

Mr Rob Hayward (Deputy Chief Executive Officer/Director
Development, Facilities & Environmental Services)
Ms Sharon Frank (Director Corporate & Community Services)

Attached is the agenda for the **Ordinary Meeting** to be held at the Roma Administration Centre on 23 June, 2021 at 9.00AM.

A handwritten signature in black ink, appearing to read 'Julie Reitano'.

Julie Reitano
Chief Executive Officer

TABLE OF CONTENTS

Item No	Subject	
1	Welcome	
2	Attendances	
3	Declaration of Conflicts of Interest	
4	On the Table	
5	Presentations/Petitions and Deputations	
6	Consideration of notices of business	
7	Consideration of notices of motion	
8	Reception of notices of motion for next meeting	
Reports		
9	Office of the CEO	
10	Corporate & Community Services	
11.1	Recommendation to Procure One (1) Replacement Street Sweeper Truck.....	4
	Prepared by: Operations Manager - Plant, Fleet & Workshops	
	Attachment : VP241424 Street Roadway Sweeping Truck	
	Explanatory Notes June 2021	17
11.2	Birth, Death and Marriage Notices	20
	Prepared by: Communications Officer - Infrastructure Services	
	Attachment 1: South West Newspaper - Funeral Notices	27
	Attachment 2: South West Newspaper Co -Advertising Rates -April 2021	28
	Attachment 3: Publicity Package -Maranoa - South West Newspaper	29
11.3	Roma Saleyards Biosecurity Plan and Livestock Standstill Action Plan.....	30
	Prepared by: Manager - Saleyards	
	Attachment 1: Draft Roma Saleyards Biosecurity Plan	35
	Attachment 2: Draft LIVESTOCK STANDSTILL ACTION PLAN - ROMA SALEYARDS - 9 March 2020	48
11.4	Monthly Financial Report as at 31 May 2021	56
	Prepared by: Program Funding & Budget Coordinator	

11 Infrastructure Services

- 12.1 Sewerage Charge for Properties with Septic Tanks Connected to the Sewer Network64**
 Prepared by: Manager - Water, Sewerage & Gas

12 Development, Facilities & Environmental Services

- 13.1 Roma and District Lapidary and Minerals Society Inc. Historic Building Relocation.....68**
 Prepared by: Council Buildings & Structures Maintenance Officer / Team Coordination
- 13.2 Tender 21034: Denise Spencer Pool Management Agreement74**
 Prepared by: Manager - Facilities (Land, Buildings & Structures)
 Attachment : Tender Evaluation Report81
- 13.3 Payment to Queensland Local Government Mutual managed by Jardine Lloyd Thompson Pty Ltd - Annual Liability Insurance Payment.93**
 Prepared by: Council Buildings & Structures Maintenance Officer / Team Coordination
 Attachment : Maranoa LGM Liability Membership Contribution Notice 2021-22.....98
- 13.4 Extension of Statistical Services.115**
 Prepared by: Manager - Economic & Community Development
 Attachment : id. Maranoa profile SLA June 2021 120
- 13.5 Extension of current Service Level Agreements with Library Board of Queensland.....136**
 Prepared by: Lead Librarian
 Attachment 1: Maranoa RC-SLA extension-2021-22 140
 Attachment 2: DRAFT_SLA Extension Addendums_Maranoa Regional Council_State Library of Qld_2021/2022 142
 Attachment 3: F5F SLA 2019-21 Maranoa..... 146
 Attachment 4: PLG SLA 2018- 21_Maranoa Regional Council_State Library of Qld 156
- 13.6 Services Australia (Centrelink) - Surat Agency Agreement - 2021/22168**
 Prepared by: Lead Librarian
 Attachment : DRAFT_DHS Contract_Surat Agent Host 2021/2022_between Services Australia and Maranoa Regional Council..... 173

Status Reports

Next General Meeting

- To be held at the Roma Administration Centre on 14 July 2021.

Confidential Items

In accordance with the provisions of section 254J(3) of the *Local Government Regulation 2012*, a local government may resolve to close a meeting to the public to discuss confidential items that it's Councillors or members consider it necessary to close the meeting.

C Confidential Items

C.1 Applications for Conversion of Leases - Lot 1 on DL299; Lots 9 & 10 on DL282 and Lot 2 on DL305; Lot 47 on DL458

Classification: Closed Access

Local Government Regulation 2012 Section 254J(3)(i) a matter the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State.

C.2 Planning Consultancy

Classification: Closed Access

Local Government Regulation 2012 Section 254J(3)(g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

C.3 Safety Improvements (DTMR) - Burrowes Street, Surat

Classification: Closed Access

Local Government Regulation 2012 Section 254J(3)(i) a matter the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State.

C.4 Preservation of Historical Grain Shed - Roma

Classification: Closed Access

Local Government Regulation 2012 Section 254J(3)(i) a matter the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State.

Councillor Business

13 Councillor Business

16.1 Non-for-profit Labour Hire Company..... 185

Prepared by: Mayor

16.2 The Big Cafe - Public Access to Oil Patch Gardens..... 186

Prepared by: Mayor

Closure

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 2 June 2021

Item Number: 11.1

File Number: D21/43436

SUBJECT HEADING: Recommendation to Procure One (1)
Replacement Street Sweeper Truck

Classification: Open Access

Officer's Title: Operations Manager - Plant, Fleet & Workshops

Executive Summary:

Assessment and recommendation of quotations received for the supply & delivery of one (1) 4x2 Medium Rigid Street Sweeper Truck.

Officer's Recommendation:

That Council:

1. Select Mike Trace Engineering Sales and Services Pty Ltd as the recommended supplier of one (1) 4x2 Medium Rigid Street Sweeper Truck and accessories at a cost of \$389,006.10 including GST, Extended Warranty and Selected Accessories, excluding registration and CTP insurance.
2. Authorise the Chief Executive Officer (or delegate) to enter final negotiations with Mike Trace Engineering Sales and Services Pty Ltd and raise purchase order if the final terms are acceptable.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

- Bucher Municipal Pty Ltd
- Mike Trace Engineering Sales and Services Pty Ltd
- Rosmech Sales & Service Pty Ltd

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
GST	Goods & Services Tax
MRC	Maranoa Regional Council
CTP	Compulsory Third Party insurance
OEM	Original Equipment Manufacturer

YOM	Year of Manufacture
FY	Financial Year
mm	Millimetre
m ³	Cubic meters
kW	Kilowatt-hour
RPM	Revolutions per minute
Kg	Kilogram
SCR	Selective Catalytic Reduction
CVR	Capital Value Register
AV	Auction Value

Context:

Why is the matter coming before Council?

The proposed value exceeds \$200,000.00 excluding GST and requires Council approval.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

The approved 2020/2021 Plant Investment Program includes an allocation for the purchase of one (1) replacement 4x2 medium rigid street sweeper truck. Plant 1627 is due for replacement this financial year.

Plant	Description	YOM	Hours	Useful life	CVR Residual Value
1627	Hino Bucher VS651 Street Sweeper	2015	9,450	6 years	\$20,000.00

Quotations were sought on Locals Buys Vendor Panel for Specialised Trucks NPN1.15-2.

Responses were received from three (3) suppliers:

- Bucher Municipal Pty Ltd
- Mike Trace Engineering Sales and Services Pty Ltd
- Rosmech Sales & Service Pty Ltd

A total of eight (8) vehicle/sweeper combination options have been offered, of these six (6) are for Isuzu cab chassis trucks and two (2) are for Hino cab chassis trucks. The options based on use of the Hino cab chassis have been excluded from assessment on the grounds of the cessation of local support and service agent provisions; RDO Vanderfield Roma are no longer an agent for Hino current as of May 2021 (email reference D21/36045). This does not exclude any of the suppliers from assessment as all the above listed suppliers all have submitted options using an Isuzu truck cab chassis.

Responses have been assessed based on the below criteria:

Maranoa Regional Council

Ordinary Meeting - 23 June 2021

Evaluation Criteria & Weightings		
Criteria 1.	Price & Resale	50%
Criteria 2.	Warranty	20%
Criteria 3.	Availability	5%
Criteria 4.	Specification Conformity & Suitability	10%
Criteria 5.	Servicing/Whole of Life Costs	10%
Criteria 6.	Local Content	5%

Report Table 1.

Table 1.							
Supplier Make Model GVM Country of Manufacture Sweeper	Bucher Municipal Isuzu FSR 165-300 14,000 Japan Bucher	Mike Trace Isuzu FSR 140-120/360 Japan CityRay 5	Mike Trace Isuzu FVD 165-300 Japan CityRay 5	Mike Trace Isuzu FVD 165-300 Japan CityRay 6	Rosmech Sales & Isuzu FSR 140-120/260 Japan Scarab Mistral	Rosmech Sales & Isuzu FVD 165-300 Japan Scarab Mistral	
C1. Price & Resale							
Price incl GST	\$ 382,037.54	\$ 347,733.16	\$ 376,762.16	\$ 379,606.60	\$ 382,239.00	\$ 408,470.70	
Price excl GST	\$ 347,306.85	\$ 316,121.05	\$ 342,511.05	\$ 345,096.91	\$ 347,490.00	\$ 371,337.00	
Resale estimate (10Y/300,000kms)	\$ 25,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 25,000.00	\$ 45,000.00	
Extended Warranty Cost incl GST	\$ 6,041.10	\$ 5,054.50	\$ 5,054.50	\$ 5,054.50	\$ 5,500.00	\$ 5,500.00	
Selected Optional Accessories Incl GST	\$ 4,495.70	\$ 4,345.00	\$ 4,345.00	\$ 4,345.00	\$ 10,491.80	\$ 10,491.80	
Price Incl GST, Accessories & Extended Warranty	\$ 392,574.34	\$ 357,132.66	\$ 386,161.66	\$ 389,006.10	\$ 398,230.80	\$ 424,462.50	
C1. Score	44.3	50.0	48.1	47.7	44.4	43.9	
C2. Warranty							
Whole vehicle - Years	5	5	5	5	5	5	
Whole vehicle - Kms	350000	300000	350000	350000	300000	350000	
Whole vehicle - Hours	5000	5000	5000	5000	5000	5000	
Drive train - Years	5	5	5	5	5	5	
Drive train - Kms	350000	350,000	350,000	350000	300000	350000	
Drive train - Hours	5000	5000	5000	5000	5000	5000	
Engine - Years	5	5	5	5	5	5	
Engine - Kms	350000	300000	350000	350000	300000	350000	
Engine - Hours	5000	5000	5000	5000	5000	5000	
Transmission - Years	5	5	5	5	5	5	
Transmission - Kms	300000	300000	300000	300000	300000	350000	
Transmission - Hours	5000	5000	5000	5000	5000	5000	
Extended Warranty Cost?	Included	Included	Included	Included	Included	Included	
Whole sweeper unit - Years	1	1	1	1	1	1	
Whole sweeper unit - Hours	2500	1500	1500	1500	2000	2000	
Engine sweeper unit - Years	0	5	5	5	0	0	
Engine sweeper unit - Hours	0	5000	5000	5000	0	0	
Extended Warranty - Years	2	2	2	2	2	2	
Extended Warranty - Hours	5000	3000	3000	3000	4000	4000	
Extended Warranty Cost? Incl GST	\$ 6,041.10	\$ 5,054.50	\$ 5,054.50	\$ 5,054.50	\$ 5,500.00	\$ 5,500.00	
C2. Score	20.0	18.0	18.0	18.0	19.0	19.0	

C3. Availability						
Availability (weeks)	18	10	10	10	20	20
C3. Score	1	5	5	5	0	0
Specification Conformity & Suitability						
Non Conformities	0	0	0	0	0	0
Operator Feedback	9	6	8	10	8	8
C4. Score	9.0	6.0	8.0	10.0	8.0	8.0
C5. Servicing/Whole of Life Costs						
Servicing						
C5. Score	8.1	9.0	9.0	9.0	10.0	10.0
C6. Local Content						
Star Rating						
C6. Score	0.0	0.0	0.0	0.0	0.0	0.0
Assessment Result:	82.4	88.0	88.1	89.7	81.4	80.9

Assessment Spreadsheet D21/45999

Response Documents D21/41778

Email Correspondence D21/44026, D21/46010

Table Line Notes

Operator Demonstration Employee Feedback Form D21/41330

Slattery Auction Resale Estimates D21/45793

Criteria 1. Price and Resale

The submission with the lowest estimated depreciation receives the top score of 50 points for this criteria, all other responses are scored in comparison with the top scoring response. The extended warranty costs have been included in the purchase price.

The top three scoring responses are from Mike Tracing Engineering, with the lowest purchase prices and depreciation estimate.

Note: Auction Values were provided by Slattery Auctions General Manager, James Rouse; AVAA Certified Practising Valuer No. 537.

Criteria 2. Warranty

All the Isuzu cab chassis trucks have been quoted by Black Truck & Ag Roma, and all carry the same warranty period of 5 years/300,000km's/5,000 hours for the FSR 140-120/360 cab chassis and 5 years/350,000km's/5,000 hours FVD 165-300 cab chassis.

Sweeper unit warranty

The standard warranty for the City Ray 5 & 6 sweeper units is 1 year/1,500 hours, and 5 years/5,000 hours for the Deutz sweeper engine. An extended warranty option has been presented for a total of 24 months / 3,000 hours at an additional cost of \$5,054.50 including GST.

The Scarab Minstral sweeper unit comes with a standard warranty of 1 year/2000 hours, 2 years/2000 hours on the engine and 1 year on the hydraulic pump. Rosmech also offers an extended warranty of an additional 1 year/2,000 hours at a cost of \$5,500.00 including GST.

Bucher Municipal offers a standard warranty of 1 year/2,500 hours and an optional extended warranty of 2 years/5,000 hours at a cost of \$6,041.10 including GST.

All units offer 2 years as part of the extended warranty, City Ray offers superior warranty of 5 years/5,000 hours on the Deutz sweeper engine. The extended warranty cost has been added to the purchase price for each unit for the purpose of assessment.

Criteria 3. Availability

The City Ray has the shortest delivery timeframe of 10 weeks, 18 weeks for Bucher Municipal and 20 weeks for the Scarab Mistral. These estimates are based from the date of receiving the cab chassis.

Criteria 4. Specification Conformity & Suitability

All responses are compliant with the specifications, the City Ray 5 & 6 comes with a 10m pressure hose instead of the requested 20m hose, but this variation is still acceptable.

Mike Trace have advised there is a possibility of fitting a larger hose reel at an additional cost of \$2,500.00 plus GST or to store a hose extension on the truck and use as required.

The City Ray 5 & 6 are the same height, the City Ray 6 is slightly longer by 120mm due to the larger hopper.

Operator feedback (D21/41330)

Cab Chassis

The operator has expressed a preference for the FVD chassis over FSR, the FVD 165-300 is fitted with larger diameter wheels & tyres and therefore provides a smoother ride particularly at highway speeds.

The operator has also expressed a concern regarding the heavier steering of the Isuzu's steering crossbar system, and would like alternative factory options explored, such as 2 steering boxes*.

*The option of dual steering boxes has been investigated and this is not a factory build option.

Sweeper Unit

The operator has advised the operators preference for less computerised functions (run by solenoids instead) to increase reliability. The operator advised they would like

to see the truck with some additional features such as added water jets and an easy to operate control panel.

The operator has requested a minimum 8 inch rear suction hose and would prefer the 6.5m³ hopper size to a 5.5m³ hopper size, although both options are suitable.

The operator has also requested the option to temporarily disengage the automatic breaking reverse assist as it interferes with the ability to complete some tasks that involve reversing near bins and other objects.

Reference checks

Mike Trace Engineering provided three references:

- Glen Innes Severn Council CityRay 5 Isuzu FSR
- City of Gold Coast Council CityRay 6 Volvo FE
- Longreach Regional Council CityRay 5 Isuzu FSR

The feedback was consistent with the operators being satisfied with the sweeper unit, ease of prestart checks, operation of machine and no complaints about the steering. All responses commented on the excellent aftersales service from Mike Trace Engineering and all indicated they would be willing purchase a similar unit in the future. The average overall rating out of ten is 8.2.

Rosmech Sales and Service Pty Ltd

- Western Downs Regional Council Scarab Mistral Hino FG
- Walgett Shire Council Scarab Mistral Hino FG
- Gympie Regional Council Scarab Mistral Isuzu 120-140/260

One of the supplied references could not be reached, the remaining two references provided positive feedback, with parts generally being shipped overnight and no major flaws in the machines. Both references indicated they would be willing to purchase a similar machine again in the future. The average overall rating out of ten is 7.75.

Bucher Municipal Pty Ltd

- Moreton Bay Regional Council Bucher Johnson VT652 Isuzu FSR
- Inverell Shire Council Bucher Johnson VT651 Hino FG
- Specialised Pavement Services (SPS) Bucher Johnson VT652 Hino FG

One of the supplied references could not be reached, the remaining two references provided positive feedback. Both responses indicated the superwash/pressure washing accessory was very useful, and no major complaints or issues with the machine. One reference is a repeat customer of Bucher and stated they obtain the best run from a Bucher sweeper when compared with others they have operated. The average rating out of ten is 8.

Criteria 5. Servicing and whole of life costs

Black Truck and Ag are located in Roma and are the dealer and service agent for the Isuzu trucks.

Mike Trace Engineering are located in Brisbane and Gold Coast, with a representative passing through the western downs region every 3 months.

The variance in filter pricing is minimal, there is greater price variance for the replacement sweeper fan with the City Ray being the most expensive to replace and the Scarab Mistral has the lowest cost replacement sweeper fan. The Bucher Sweeper unit requires servicing every 500 hours, however Councils current maintenance scheduling requires plant to be serviced every 250 hours.

Criteria 6. Local Content

None of the sweeper suppliers are located within the Maranoa therefore have not been awarded local content stars.

Recommended options and features

Each supplier has been given the opportunity to make recommendations about additional features / accessories for their machine, below is a list of the recommendations:

Mike Trace Engineering

1. Hopper screen vibrator with internal & external switch, to further clean screens efficiently to maximise suction capability, avoid clogging/ blockages whilst operating. \$1,320.00 including GST
2. Electric assist actuator on rear boom/wander hose, to aid with manual handling, less stress & strain for operator. \$1,650.00 including GST
3. A number of safety options from SGESCO; to further add to the standard features of the City Ray such as blind spot mirror, horn sounds if door open and park brake not engaged, cab door open/body raised brooms will not operate. SGESCO offer reverse watch, anti-rollaway and speed limiter, various pricing depending on option - refer to brochure (response documents D21/41778).
4. Rubber lining of suction nozzle, to further increase life of suction nozzle. \$275 including GST (each side).
5. Mini light bars lonnic LED 691.AA00; newer version of Councils requested lights 6L.AA00. lonnic have recommended the new version which has better technology and costs less. Included in quotation.
6. 3-way camera system and blind spot camera to allow viewing of brooms either side of hopper and also extra safety due to blind spot camera on RH Mirror. Included as standard.
7. Rear directional arrows, to inform sweeper in operation, arrows are fitted as standard on the CityRay. Refer to quotation attached. Included as standard.

8. Toolbox to house a blower, whilst carrying out demonstration driver mentioned this would be a requirement for him. \$825.00 including GST.

Option 1, 2 4, 6, 7 & 8 are desired additions for the operator.

Rosmech Sales & Service

1. LHS and RHS sweep gear camera view, the operator can use both brooms at the time and will use the cameras per side to view the sweep gear. \$1,124.00 including GST.
2. Rear door mounted LED traffic master directional arrow bar, the additional arrow bar is a safety feature to advise the sweeper is moving slowly and for the public to proceed with caution. \$4,439.60 including GST.
3. Hand brake door alarm for both doors, an alarm will sound when the operator opens either door without having the hand brake applied. \$700.70 including GST.
4. Hopper vibrator with outside controls only, the hopper vibrator shakes the bottom of the hopper to help empty the material out at the dump. \$1,951.40 including GST.
5. Hopper screen shaker within cabin controls, this option help improve the operators productive time by cleaning the hopper screen from within the cabin, ensure that the maximum suction performance is achieved throughout the entire shift. \$1,243.00 including GST.
6. Rubber lined front hopper wall, the velocity that the swept material enters the hopper some of the swept material can impact the front wall and cause damage to the wall, by applying 6mm thick rubber lining the front wall will be protected for the life of the sweeper. \$1,976.70 including GST.
7. Quick release RHS channel brush plate, the quick release channel brush plate is fitted to the LHS broom and if fitted to the RHS broom it make changing the broom quicker, allowing more productive time sweeping. \$314.60 including GST.
8. RHS tilt and power thrust This gives the operator the ability to tilt the broom for different curb and channel and to apply extra pressure to clean the ground in mud off the road surface. \$1,733.60 including GST.

Option 1, 2 4, 5 & 8 are desired additions for the operator.

Bucher Municipal

1. Superwash high pressure spray bars on the wide sweep and nozzles help with sweeping hard compacted dirt on roads and combined with detergent help clean oils and chemicals off the roads. \$4,495.70 Including GST.

Option 1 is a desired addition for the operator.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under

consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

LOCAL GOVERNMENT REGULATION 2012 - REG 234

Exception for LGA arrangement

234 Exception for LGA arrangement

(1) A local government may enter into a contract for goods and services without first inviting written quotes or tenders if the contract is entered into under an LGA arrangement.

(2) An

"LGA arrangement" *is an arrangement that—*

(a) has been entered into by—

(i) LGAQ Ltd.; or

Note—

See section 287 of the Act.

(ii) a company (the

"associated company" *) registered under the Corporations Act, if LGAQ Ltd. is its only shareholder; and*

(b) if LGAQ Ltd. or the associated company were a local government, would be either—

(i) a contract with an independent supplier entered into under section 232 by LGAQ Ltd. or the associated company; or

(ii) a contract with an independent supplier entered into under a preferred supplier arrangement under section 233 .

(3) An

"independent supplier" *is an entity other than a subsidiary (a*

"relevant subsidiary" *) of LGAQ Ltd. or the associated company under the Corporations Act .*

(4) Despite subsection (2) (b) , an

"LGA arrangement" *may include a contract with a relevant subsidiary from a register of pre-qualified suppliers or a preferred supplier arrangement with a relevant subsidiary if the arrangement is approved by the Minister.*

(5) For deciding whether to approve an LGA arrangement under subsection (4), the Minister—

(a) must have regard to the sound contracting principles; and

(b) may ask LGAQ Ltd. or the associated company to give the Minister information or documents relevant to the arrangement.

Examples of relevant information or documents—

- information or documents relating to assessment of the relevant subsidiary's suitability to be on the register of pre-qualified suppliers or the tender process for the preferred supplier arrangement*
- information or documents relating to the potential impact of the arrangement on local government employees*

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

The existing asset has reached replacement targets and has been identified for replacement in Council's Plant Investment Program for 2020/2021. The quotation process adheres to Council's Procurement Policy, including evaluation methodology.

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Sweeper Operator – Maintenance Delivery & Works

Manager - Maintenance Delivery & Works

James Rouse - General Manager, QLD, AVAA Certified Practising Valuer No. 537

Slattery Auctions

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

N/A

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

The 2020/2021 Capital Plant Budget has funding of \$450,000.00 excluding GST for the acquisition of one (1) 4x2 medium rigid street sweeper truck.

The purchase price of the recommended truck is \$389,006.10 excluding GST, there is sufficient funds in the Plant Capital reserve to fund for this purchase.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

It is forecast the sweeper truck will accumulate approximately 1300 hours annually and reach its replacement target of 8,000 hours in 6 years, requiring replacement in the 2028/2029 financial year.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?
(Interested Parties Analysis - IS9001:2015)

The following companies who have submitted quotations, their primary interest is the sale of their goods and ongoing business through parts and servicing.

Bucher Municipal Pty Ltd
Mike Trace Engineering Sales and Services Pty Ltd
Rosmech Sales & Service Pty Ltd

The following councils/businesses were listed as product references:

Glen Innes Severn Council
City of Gold Coast Council
Longreach Regional Council
Western Downs Regional Council
Walgett Shire Council
Gympie Regional Council
Moreton Bay Regional Council
Specialised Pavement Services (SPS)
Inverell Shire Council

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Reduced productivity and increased maintenance costs	The reliability of the current sweeper is decreasing as it progressively deteriorates from age and use, leading to more downtime and increases in the ongoing cost of maintenance and repairs. This vehicle has a number of complex hydraulic and electrical functions making it susceptible to requiring frequent maintenance and repairs as it ages.
Increased replacement costs	The purchase price of heavy machines will inevitably continue to increase, deferred procurement will require additional funds to be allocated in future budgets.
Inability to complete work	This is the only vehicle of its type in the fleet and is not easily sourced for hire should the current vehicle be out of service.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The sweeper truck provides an essential service to the region, and due to the complexity of the sweeper unit and the tendency for the unit to wear and become unreliable and costly to maintain, it is most advantageous to adhere to the recommended replacement interval.

Council also needs to consider the delivery timeframe for *both* the vehicle and the sweeper unit could be up to 6 months, therefore deferring procurement could present elevated financial and productivity risks to Council.

It is also recommended that Council procure the selected options endorsed by the operator to optimise the functionality, safety and longevity of the machine.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council:

1. Select Mike Trace Engineering Sales and Services Pty Ltd as the recommended supplier of one (1) 4x2 Medium Rigid Street Sweeper Truck and accessories at a cost of \$389,006.10 including GST, Extended Warranty and Selected Accessories, excluding registration and CTP insurance.

2. Authorise the Chief Executive Officer (or delegate) to enter final negotiations with Mike Trace Engineering Sales and Services Pty Ltd and raise purchase order if the final terms are acceptable.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 5: Managing our operations well

5.6 Plant, fleet, workshops and depots

Supporting Documentation:

[1](#) [↓](#) VP241424 Street Roadway Sweeping Truck Explanatory D21/46519
Notes June 2021

Report authorised by:

Director - Corporate & Community Services

VP241424 Supply and Delivery of One (1) 4x2 Medium Rigid Street Sweeper Truck assessment spreadsheet explanatory notes.

The table is a consolidation of the information provided by the suppliers; the complete submissions are located in Council's document storage program (HPRM): reference D21/41778. The data in the assessment tables is further condensed to generate the report table (Table 1.), the assessment spreadsheet containing the relevant tables is available in HPRM reference D21/45999.

Explanation notes for Machine Details Table.

Line #	
1	Supplier: Pre-Qualified Supplier on Vendor Panel who has submitted the response.
2	Vendor Panel Response #: Response serial number assigned by Vendor Panel at submission.
3	Truck Vehicle Details
4	Make: Manufacturer of vehicle offered in the submission.
5	Model: Model of vehicle offered in the submission.
6	Provided by local dealer? Supplied by business located within the Maranoa.
7	Country of Manufacture: Country of factory machine built.
8	Year of Manufacture: Plated build year of machine
9	Tare (kg): Weight of machine
10	GVM (kg): Gross vehicle mass
11	GCM (kg): Gross combination mass
12	Seat Capacity – righthand: Seat capacity in kg
13	Seat Capacity – lefthand: Seat capacity in kg
14	Minimum ground clearance: mm clearance from level ground to lowest point on vehicle/machine
15	Service Intervals: Topic header
16	Service interval – Months : Manufacturer recommended intervals for service based on months
17	Service interval – Hours: Manufacturer recommended intervals for service based on hours
18	Service interval – Kms: Manufacturer recommended intervals for service based on kms
19	Free or Discounted Services: Topic header
20	Any free services?: are any free services provided complimentary with the purchase of vehicle/machine?
21	Other: please provide details of any other free/complimentary services provided
22	Filters/Belts/Hoses: Topic header
23	Engine lubricant filter – Quantity: Filter Quantity
24	Engine lubricant filter – Price: Cost per filter
25	Fuel Filter – Quantity: Filter Quantity
26	Fuel Filter - Price: Cost per filter
27	2nd Fuel Filter – Quantity: Filter Quantity
28	2nd Fuel Filter - Price: Cost per filter
29	Transmission lubricant filter – Quantity: Filter Quantity
30	Transmission lubricant filter - Price: Cost per filter
31	Hydraulic fluid filter – Quantity: Filter Quantity
32	Hydraulic fluid filter - Price: Cost per filter
33	Engine air filter – Quantity: Filter Quantity
34	Engine air filter - Price: Cost per filter
35	Engine secondary air filter – Quantity: Filter Quantity
36	Engine secondary air filter - Price: Cost per filter
37	Cabin external air filter – Quantity: Filter Quantity
38	Cabin external air filter - Price: Cost per filter
39	Cabin internal air filter – Quantity: Filter Quantity
40	Cabin internal air filter - Price: Cost per filter
41	Warranty – Truck: Topic header
42	Whole vehicle – Years: Warranty period in years
43	Whole vehicle – Kms: Warranty period in kilometres driven
44	Whole vehicle – Hours: Warranty period in machine hours
45	Drive train - Years: Warranty period in years
46	Drive train - Kms: Warranty period in kilometres driven
47	Drive train - Hours: Warranty period in machine hours

48	Engine - Years: Warranty period in years
49	Engine - Kms: Warranty period in kilometres driven
50	Engine - Hours: Warranty period in machine hours
51	Transmission - Years: Warranty period in years
52	Transmission - Kms: Warranty period in kilometres driven
53	Transmission - Hours: Warranty period in machine hours
54	Extended Warranty Cost? Additional cost for extended warranty
55	Extended Warranty - Years: Warranty period in years
56	Extended Warranty - Km: Warranty period in kilometres driven
57	Extended Warranty – Hours: Extended warranty period in machine hours
58	Truck Warranty Score/10: score out of 10 for truck warranty
59	Auxiliary (Sweeper) Engine Details: Topic header
60	Engine Make: Make of engine used in sweeper machine
61	Make: Manufacturer of sweeper unit offered in the submission
62	Model: Model of sweeper engine offered in the submission.
63	Country of Manufacture: Country sweeper unit manufactured
64	Capacity (litres) Fuel Tank: capacity of fuel tank in litres
65	Capacity (litres) Hopper Nominal: capacity of hopper in cubic meters (m3)
66	Water Tank: capacity of water tank in litres
67	Service Intervals: Topic Header
68	Service interval – Months : Manufacturer recommended intervals for service based on months
69	Service interval – Hours: Manufacturer recommended intervals for service based on hours
70	Service interval – Kms: Manufacturer recommended intervals for service based on kms
71	Free or Discounted Services: topic header
72	Any free services? are any free services provided complimentary with the purchase of vehicle/machine?
73	Other: please provide details of any other free/complimentary services provided
74	Filters/Belts/Hoses: Topic header
75	Engine lubricant filter - Quantity: Filter Quantity
76	Engine lubricant filter - Price: Cost per filter
77	Fuel Filter - Quantity: Filter Quantity
78	Fuel Filter - Price: Cost per filter
79	2nd Fuel Filter - Quantity: Filter Quantity
80	2nd Fuel Filter - Price: Cost per filter
81	Hydraulic fluid filter - Quantity: Filter Quantity
82	Hydraulic fluid filter - Price: Cost per filter
83	Engine air filter - Quantity: Filter Quantity
84	Engine air filter - Price: Cost per filter
85	Engine secondary air filter - Quantity: Filter Quantity
86	Engine secondary air filter - Price: Cost per filter
87	Hydraulic breather filter - Quantity: Filter Quantity
88	Hydraulic breather filter - Price: Cost per filter
89	Gutter Broom - Quantity: Filter Quantity
90	Gutter Broom - Price: Cost per filter
91	Centre Broom - Quantity: Filter Quantity
92	Centre Broom - Price: Cost per filter
93	Sweeper fan / turbine assy - Quantity: Filter Quantity
94	Sweeper fan / turbine assy - Price: Cost per filter
95	Hydraulic suction: cost per filter
96	Water pump: cost per each
97	Total cost of filters for a service: sum of filter prices to estimated cost per service
98	Score Servicing/Whole of Life Costs /10: Score out of ten
99	Warranty - Sweeper unit : Topic header
100	Whole sweeper unit - Years: Warranty period in years
101	Whole sweeper unit - Hours: Warranty period in hours
102	Hydraulic pump unit – Years: Warranty period in years
103	Hydraulic pump unit – Hours: Warranty period in hours
104	Engine sweeper unit – Years: Warranty period in years
105	Engine sweeper unit – Hours: Warranty period in hours

106	Extended Warranty Cost? Incl GST
107	Extended Warranty – Years: Extended Warranty period in years
108	Extended Warranty – Hours: Extended Warranty period in hours
117	Sweeper Unit Warranty Score / 10: Score for warranty out of a maximum score of ten (10)
118	Recommendation 1.: Recommended upgrade/ accessory offered by supplier
119	Reason?: Reasoning for recommended the above upgrade/accessory
120	Cost Including GST: additional cost of recommended upgrade/accessor including GST
121	Recommendation 2.: Recommended upgrade/ accessory offered by supplier
122	Reason? Reasoning for recommended the above upgrade/accessory
123	Cost Including GST: additional cost of recommended upgrade/accessor including GST
124	Recommendation 3.: Recommended upgrade/ accessory offered by supplier
125	Reason? Reasoning for recommended the above upgrade/accessory
126	Cost Including GST: additional cost of recommended upgrade/accessor including GST
127	Recommendation 4.: Recommended upgrade/ accessory offered by supplier
128	Reason? Reasoning for recommended the above upgrade/accessory
129	Cost Including GST: additional cost of recommended upgrade/accessor including GST
130	Recommendation 5.: Recommended upgrade/ accessory offered by supplier
131	Reason? Reasoning for recommended the above upgrade/accessory
132	Cost Including GST: additional cost of recommended upgrade/accessor including GST
133	Recommendation 6.: Recommended upgrade/ accessory offered by supplier
134	Reason? Reasoning for recommended the above upgrade/accessory
135	Cost Including GST: additional cost of recommended upgrade/accessor including GST
136	Recommendation 7.: Recommended upgrade/ accessory offered by supplier
137	Reason? Reasoning for recommended the above upgrade/accessory
138	Cost Including GST: additional cost of recommended upgrade/accessor including GST
139	Recommendation 8.: Recommended upgrade/ accessory offered by supplier
140	Reason? Reasoning for recommended the above upgrade/accessory
141	Cost Including GST: additional cost of recommended upgrade/accessor including GST
142	Compliant with all specifications?: Is the specification response document compliant on all specifications?
143	Variations to Specification: Topic header
144	Specification #: details of variation to specification
145	Availability: Topic header
146	Delivery from receipt of order (weeks) Availability of sweeper unit in weeks
147	Availability Score /5: Score out of a maximum possibly score of five (5)
148	Price: Topic header
149	Price per vehicle Incl GST: Price per sweeper truck including GST
150	Price per vehicle excl GST Price per sweeper truck excluding GST
151	Price plus extended warranty excl GST: Price per sweeper truck & extended warranty including GST
152	Price plus extended warranty Incl GST: Price per sweeper truck & extended warranty including GST
153	Resale 10 years/300,000km: Estimated auction value if sold at 6 years / 8000 hours
154	Depreciation: price variation between purchase price to auction value
155	Score/50: Score for price and resale based on maximum score of 50
156	Quotation Expiry Date: Date quotation becomes invalid
157	Local Content Score /5: Local content rating as per procurement local star ratings

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 2 June 2021

Item Number: 11.2

File Number: D21/43577

SUBJECT HEADING: Birth, Death and Marriage Notices

Classification: Open Access

Officer's Title: Communications Officer - Infrastructure Services

Executive Summary:

With the Western Star no longer in print, Maranoa residents are struggling to publish their birth, death and marriage notices.

This report outlines potential options to fill this gap, as well as cost associated.

Officer's Recommendation:

That:

1. Council undertake a six-month trial with both Option 1 (Bottle Tree Bulletin) and Option 2 (4ZR radio advertising), commencing in September 2021;
2. Council communicate with the community via a media release about the options available to communicate their birth, death and marriage notices; and
3. A report be brought back to Council with the results at the conclusion of the trial.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Booringa Action Group (Tenderer for The Bottle Tree Bulletin)

South West Newspaper

4ZR Radio

Hit FM

Hot Country

Switch FM

ABC

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	

Context:

Why is the matter coming before Council?

Six possible options are being put forward to Council for consideration for Birth, Death and Marriage Notices:

- Option 1: Bottle Tree Bulletin (Community Newsletter)
- Option 2: Radio advertising with 4ZR
- Option 3: Radio advertising with Hot Country
- Option 4: Provide information to residents regarding printed notices that can be booked and printed in the South West Newspaper by residents.
- Option 5: Council page in the South West Newspaper
- Option 6: Radio advertising with Switch FM

Option 1: Bottle Tree Bulletin

It is possible to add an additional 4 pages to the current Bottle Tree Bulletin (an additional 4 pages is required for printing purposes).

Cost: Approximately an extra \$610 including GST per addition (monthly)

Cost breakdown:

- \$210 printing
- \$400 correspondent (to collate information).

All information will be sent to the Bottle Tree Bulletin and will be collated by their team.

If notices do not fill the additional 4 pages, other community news will be featured on the additional pages.

Bottle Tree Bulletin guidelines would need to be updated as currently no birth, marriage or death notice can be printed in the Bottle Tree Bulletin.

Reach: The Bottle Tree Bulletin is sent to every household in the Maranoa each month.

Option 2: 4ZR Radio Advertising

Cost: Approximately \$600 per month excluding GST (\$150 per week)

Quote includes:

- 2 x segments per week sponsored by Maranoa Regional Council.
- Time and days TBA. (possibly 7am on Tuesday and Friday to reflect the old printed Western Star paper release days).

Segment to target births, marriages, anniversaries & death and funeral notices (4ZR requires death and funeral information to be supplied from funeral homes only) and relevant Council news. The radio station is happy to accept notices directly from residents.

4ZR will promote the segment with 15 second recorded promo's, live mentions and 10 second credits throughout the segment.

Reach: Across the Maranoa (quality may depend on location). Compass points for reach include:

- North - approximately 30 kms north of Injune
- South - Nindy Gully / Thallon
- East - Miles
- West - Morven

Age demographic of listeners is 30+ years old.

Option 3: Hot Country Radio Advertising

(Same cost as 4ZR – 4ZR and Hot Country have the same parent company)

Cost: Approximately \$600 per month excluding GST (\$150 per week)

Quote includes:

- 2 x segments per week sponsored by Maranoa Regional Council.
- Time and days TBA. (possibly 7am on Tuesday and Friday to reflect the old printed Western Star paper release days).

Segment to target births, marriages, anniversaries & death and funeral notices (the station requires death and funeral information to be supplied from funeral homes only) and relevant Council news. The radio station is happy to accept notices directly from residents.

Hot Country will promote the segment with 15 second recorded promo's, live mentions and 10 second credits throughout the segment.

Reach: Across the Maranoa (quality may depend on location) Hot Country has a greater reach outside the Maranoa than 4ZR. Compass points for reach include:

- North - approximately 30 kms north of Injune
- South – Texas (including Goondiwindi)
- East - Dalby
- West - Morven

Age demographic of listeners is 10+ years old.

Option 4: South West Newspaper

Please see attachment for the pricing special for residents booking death notice. Cost is \$55 for an announcement.

Residents can book notices in the South West Newspaper which is printed and distributed each Wednesday.

Information could be provided to residents about the option for residents to book their own notices in the South West Newspaper.

Option 5: Council page in South West Newspaper

Please see attachment.

This is an advertising package that could provide reach to southwest Queensland communities. It is possible to include news, events, general information (such as road changes, water restrictions) public notices (birth, death & marriage notices), job advertisements, community photos and message from Mayor/Councillors.

South West Newspaper print run is 2,000 copies a week with a readership of approximately 5,000.

Pricing is included in attachment.

Option 6: Switch FM Radio Advertising

Cost \$100 per month.

Notices would run twice a week with the option to increase the number of announcements if needed.

In order to advertise with Switch FM, Council would need to set up a designated 1800 number for residents to call and leave a message. The broadcast operator would produce the audio for the notice announcement with the messages received via this number. The cost of the 1800 number is \$180 per year.

Reach: Roma & Yuleba (Mitchell broadcast is coming soon)

Other notes:

ABC Southern Queensland was contacted and advised that they could not advertise Birth, Death and Marriage notices as they cover such a large area.

Hit FM was contacted for a quote, however advised that the station is unable to do Births, Deaths and Marriages announcements on Hit FM.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

This report has been prepared following the below resolution:

Resolution No. OM/02.2021/69

That a report be prepared for an upcoming Council Meeting with costing for these notices to be included in future Bottle Tree Bulletins along with other suggestions on how Council may be able to circulate notices across the Maranoa Community (e.g. radio).

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Manager - Communication, Information & Administration Services

Director - Corporate & Community Services

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Costs associated with the trial can be allocated to Council's Communications Budget.

- Option 1: Bottle Tree Bulletin budget to be allocated to GL2018.2210.2001.
- Option 2: Radio advertising budget to be allocated to GL2018.2214.2001.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?
(Interested Parties Analysis - IS9001:2015)

Any parties commercially interested may be impacted.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The advice to Council is to undertake a six-month trial with both Option 1 (Bottle Tree Bulletin) and Option 2 (4ZR radio advertising), commencing in September 2021.

Council can communicate with the community about the trial via a media release about the options available to communicate their birth, death and marriage notices.

A report can then be prepared and brought back to Council with the results at the conclusion of the trial.

Recommendation:

What is the 'draft decision' based on the advice to Council?

That:

1. Council undertake a six-month trial with both Option 1 (Bottle Tree Bulletin) and Option 2 (4ZR radio advertising), commencing in September 2021;
2. Council communicate with the community via a media release about the options available to communicate their birth, death and marriage notices; and
3. A report be brought back to Council with the results at the conclusion of the trial.

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

No

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 5: Managing our operations well

5.5 Communication

Supporting Documentation:

- | | | |
|---------------------|--|-----------|
| 1 ↓ | South West Newspaper - Funeral Notices | D21/43686 |
| 2 ↓ | South West Newspaper Co -Advertising Rates -April 2021 | D21/31479 |
| 3 ↓ | Publicity Package -Maranoa - South West Newspaper | D21/45708 |

Report authorised by:

Manager - Communication, Information & Administration Services

Director - Corporate & Community Services

South West
Newspaper Co.

• Find it • Hire it • Buy it • Sell it
email: advertising@southwestnewspaper.com.au
or call: 0400 879 742

Classifieds

PUBLIC NOTICES

GOAT CENTRAL AUSTRALIA



BUYING GOATS?
PHONE HENRY
0428 00 0096

Proposed Development
Make a submission from
3 June to 25 June 2021

Telecommunications Facility

Where: 2511 Cunnamulla-Thargomindah Road, Cunnamulla QLD 4490
On: Lot 34 on WELL5313
Approval sought: Development Permit for Material Change of Use
Application ref: 20-21-15

You may obtain a copy of the application and make a submission to:
Paroo Shire Council
PO Box 75, Cunnamulla QLD 4490
council@paroo.qld.gov.au
(07) 4655 8400
www.paroo.qld.gov.au

Public notification requirements are in accordance with the Planning Act 2016

Queensland Cotton
St George Race Day
JULY 17

SEED FOR SALE
Curly Mitchell Grass
Bare Seed
Germ 94% Purity 90.2%
Harvested Thallon Area
Phone David
0428 259 159

FUNERAL NOTICES

Local Funeral Notices in the Maranoa Regional area are advertised on our website at <https://maranofunerals.com.au/funeral-notices> (you may wish to leave a Condolence to the family)

Notices are placed in the front window of Coomber Bros

Notices are placed on the front window of our funeral home

Announced on RFM 88 Radio
(All notices subject to family approval)

Jewels
FUNERAL SERVICE
07 4622 6486 Mobile 0428 980 080

The cheapest part of dying is the funeral notice in South West!

Yes,
we run funeral and death notices.
Don't let their passing go unnoticed.
The cost won't bury you either.

ONLY \$55 FOR AN ANNOUNCEMENT (up to 12cm)

South West

MEALS ON WHEELS CUNNAMULLA



JUNE ROSTER

Tuesday 1	P Anderson
Wednesday 2	C Mills & M Andrews
Thursday 3	M Bushell & MC Duff
Friday 4	J Maxwell & R Fagan
Monday 7	J Gorme & K Webster
Tuesday 8	D Cook
Wednesday 9	H Wilson & helper
Thursday 10	PSC
Friday 11	B Palmer
Monday 14	T Jackson
Tuesday 15	L Wharton
Wednesday 16	M Hogan & N Barlow
Thursday 17	L Hatcher
Friday 18	SACRED HEART
Monday 21	J Schmidt & M McLaren
Tuesday 22	PSC
Wednesday 23	J Gorme & K Webster
Thursday 24	L Land
Friday 25	K MacGillivray
Monday 28	J Stewart & P Ward
Tuesday 29	P Anderson
Wednesday 30	D Ferguson

Cunnamulla P-12 State School

Expressions of interest are invited for the position of:

School Cleaner

This position is Permanent Part-time working 97.95 hours per week.

- Contribute to the efficient and effective operation and environment of the site by providing a high level of cleaning support.
- Ensure that the duties prescribed for the position are completed to an acceptable standard as determined by their supervisor, in accordance with the approved school cleaning program.

The Cleaner, reports to the school Principal or nominated delegate.

Application packages including the position description and work profile are available for collection from the School Office, Francis Street, between the hours of 8.00am and 4.00pm, Monday to Friday.

All applications must include a current resume, 2 referees and a written response (no more than 5 pages) outlining your suitability for the position referring to the "How you will be assessed" section in the role description.

The successful applicant must hold a suitable card from Blue Card Services and undertake a Criminal History Check BEFORE commencing in the role. The successful applicant will be subject to a probationary period.

Applications should be clearly marked Private and Confidential and be addressed to The Principal, Cunnamulla P-12 State School, PO BOX 74, CUNNAMULLA Q 4490.

Or emailed to admin@cunnamulla19ss.qld.edu.au

For more details contact the administration on 074655 8333

Please contact the School for more information: 4655 8333

Closing date for applications are Friday 4th June 4pm.



ST GEORGE 88 FM

RADIO RFM 88 ROMA PROGRAMMING SCHEDULE

7am to 10am - Errol Morrison Breakfast Show	Midday to 6pm - The afternoon Show with Russell Bauer	Saturday Morning 10am to 11am - A Breath of Fresh Air with Sandy Kaye	Sunday Afternoon 2pm to 4pm - Timezone Top 40 Hits from 40 Years ago
10am to Midday - Memories with Graham Webb	6pm to 6am - Night Time Favourites	Saturday Night 6pm to Midnight - Saturday Night Gold with Allan Quinn	Wednesday Night 6.30pm to 8.30pm - Timezone Top 40

All the best music and local information

WEDNESDAY 2 JUNE 2021 ~ www.southwestnewspaper.com.au



Formerly Warrego Watchman

2021 RATES AND SPECIFICATIONS

ALL DISPLAY ADVERTISING INCLUDES DIGITAL ADVERTISING ON S.W. NEWSPAPER CO. SITES

PUBLISHED WEDNESDAYS

FULL PAGE
360mm high
x 260mm wide
\$800

HALF PAGE
180mm high
x 260mm wide
\$450

QUARTER PAGE
80mm high
x 260mm wide
\$200

140mm high
x 100mm wide
\$150

70mm high
x 100mm wide
\$100

Deadlines
Bookings:
Thursday prior 12pm
Copy/Artwork:
Thursday prior 5pm

Supplied PDFs
- images 200dpi in CMYK
- no bleed or crop marks
to: advertising@southwestnewspaper.com.au

TRADES & SERVICES

6cm x 6cm full colour
12 month package
\$20 per week
or **\$30 per casual insert**

CLASSIFIEDS

SMALL

6cm wide

x 8cm high = \$80
x 10cm high = \$90
x 12cm high = \$100

LARGE

12.5cm wide

x 8cm high = \$110
x 10cm high = \$130
x 12cm high = \$150

WEBSITE & FB ADVERTISING ONLY (no print) - \$100pw

ALL PRICES EXCLUDE GST

DISPLAY COLUMN RATE EGN

Includes 10% agency commission, excludes GST

\$5.50PCCM

All rates full colour

Column (L to R)	1	2	3	4	5
Width (mm)	48	101	154	207	260

CONTACT

EDITORIAL - James Clark

e: editor@southwestnewspaper.com.au

p: 07 4655 4829 or 0499 299 700

ADVERTISING - Jennifer Pike

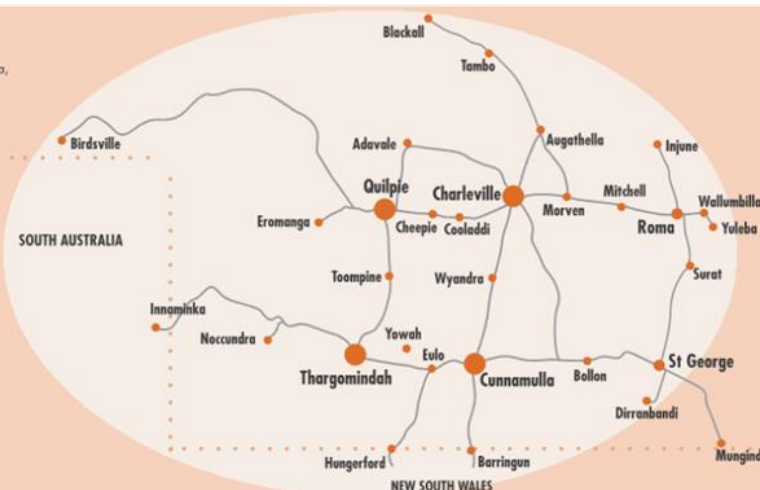
e: advertising@southwestnewspaper.com.au

p: 0400 879 742

CIRCULATION

Circulating in the shires of Maranoa, Balonne, Murweh, Paroo, Quilpie, Bulloo and Blackall-Tambo

Roma	4455
Injune	4454
Surat	4417
Mitchell	4465
Wallumbilla	4428
Yuleba	4427
Charleville	4470
Morven	4468
Augathella	4477
Tambo	4478
Blackall	4472
Wyandra	4489
St George	4487
Dirranbandi	4486
Bollon	4488
Cunnamulla	4490
Eulo	4491
Yowah	4490
Quilpie	4480
Adavale	4474
Eromanga	4480
Thargomindah	4492



Independent and locally owned and operated with a print run of 2000 copies per week.

www.southwestnewspaper.com.au | 83 Galatea Street, Charleville 4470





SOUTHWEST NEWSPAPER PUBLICITY PACKAGE FOR MARANOA REGIONAL COUNCIL

Exploit the reach of southwest Qld's newest oldest weekly newspaper. Independent and locally owned, and committed to providing premium local news in the Maranoa, Balonne, Murweh, Paroo, Quilpie, Bulloo and Blackall-Tambo shires.

MONTHLY PUBLICITY PACKAGES

Reach out to constituents and raise your council's profile throughout the region with a monthly feature.

The features might include include announcements, what's on, jobs, news items, photos, events posters or a message from the mayor.

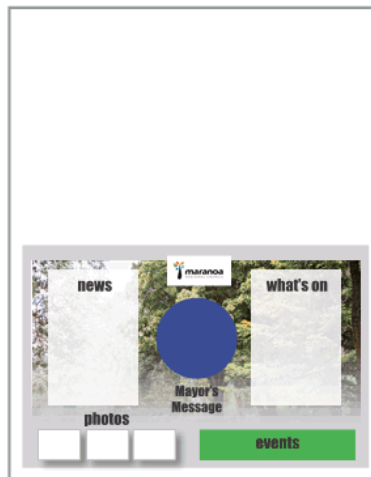
QUARTER PAGE PER MONTH

180mm X 130mm
\$220, including GST,
or \$2640 annually



HALF PAGE PER MONTH

180mm X 260mm
\$440, including GST,
or \$5280 annually



FULL PAGE PER MONTH

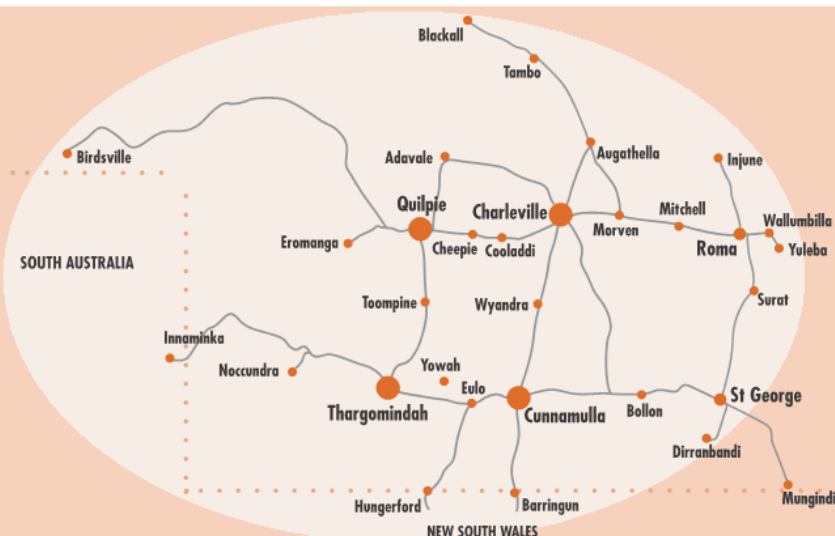
360mm X 260mm
\$880, including GST,
or \$10,560 annually



CIRCULATION

Circulating in the shires of Maranoa, Balonne, Murweh, Paroo, Quilpie, Bulloo and Blackall-Tambo

Roma	4455
Injune	4454
Surat	4417
Mitchell	4465
Wallumbilla	4428
Yuleba	4427
Charleville	4470
Morven	4468
Augathella	4477
Tambo	4478
Blackall	4472
Wyandra	4489
St George	4487
Dirranbandi	4486
Bolton	4488
Cunnamulla	4490
Eulo	4491
Yowah	4490
Quilpie	4480
Adavale	4474
Eromanga	4480
Thargomindah	4492



Independent and locally owned and operated with a print run of 2000 copies per week.

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 10 June 2021

Item Number: 11.3

File Number: D21/46373

SUBJECT HEADING: Roma Saleyards Biosecurity Plan and Livestock Standstill Action Plan

Classification: Open Access

Officer's Title: Manager - Saleyards

Executive Summary:

This report is being presented to Council to formally adopt the Roma Saleyards Biosecurity Plan and Livestock Standstill Action Plan.

Officer's Recommendation:

That Council adopt the Roma Saleyards Biosecurity Plan and Livestock Standstill Action Plan as presented.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council
Elders Rural Services Roma
Grant, Daniel & Long Roma
MAA Livestock & Property Roma
Nutrien Roma
PJH Livestock & Property
Ray White Livestock Roma
TopX Roma
Watkins & Company Roma
Vendors
Buyers
Department of Agriculture and Fisheries

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
DAF	Department of Agriculture and Fisheries
LDMG	Local Disaster Management Group
ALPA	Australian Livestock & Property Agents Association Ltd

Context:

Why is the matter coming before Council?

This matter is coming before Council to adopt the Roma Saleyards Biosecurity and Livestock Standstill Action Plan for Roma Saleyards

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

On Thursday 27 June 2019, DAF in conjunction with Council hosted a desktop exercise in the event of a livestock standstill order being released by the Queensland Government. This exercise was to test the Roma Saleyards draft biosecurity plan and draft livestock standstill action plan.

This exercise was a great success as there was representation from DAF, Council's LDMG, agents and some local transporters who all took part in the exercise to review, discuss and provide comment. All Roma agencies were represented at the exercise.

Feedback on the Livestock Standstill Action Plan included:

- Include more detail about the roles and responsibilities of all parties; and
- Reference ALPA terms and conditions in relation to the ownership of cattle for the responsibility of feed costs in a livestock standstill.

Since the exercise, the plans have been updated and are active in a draft format.

The Roma Saleyards draft Biosecurity Plan and Livestock Standstill Action Plan are required to be formally adopted by Council.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Part 1 General biosecurity obligation

23 What is a general biosecurity obligation

(1) This section applies to a person who deals with biosecurity matter or a carrier, or carries out an activity, if the person knows or ought reasonably to know that the biosecurity matter, carrier or activity poses or is likely to pose a biosecurity risk.

(2) The person has an obligation (a general biosecurity obligation) to take all reasonable and practical measures to prevent or minimise the biosecurity risk.

(3) Also, the person has an obligation (also a general biosecurity obligation)—

(a) to prevent or minimise adverse effects on a biosecurity consideration of the person's dealing with the biosecurity matter or carrier or carrying out the activity; and

(b) to minimise the likelihood of causing a biosecurity event, or to limit the consequences of a biosecurity event caused, by dealing with the biosecurity matter or carrier or carrying out the activity; and

(c) not to do or omit to do something if the person knows or ought reasonably to know that doing or omitting to do the thing may exacerbate the adverse effects, or potential adverse effects, of the biosecurity matter, carrier or activity on a biosecurity consideration.

Part 2 Biosecurity plans for local government areas

53 Local governments to have biosecurity plan

(1) A local government must have a biosecurity plan for invasive biosecurity matter for its local government area.

(2) The plan may include provision for each of the following—

(a) achievable objectives under the plan;

(b) strategies, activities and responsibilities for achieving the objectives;

(c) strategies to inform the local community about the content of the plan and achievement of its objectives;

(d) monitoring implementation of the plan and evaluating its effectiveness;

(e) other matters the local government considers appropriate for management of invasive biosecurity matter for its local government area.

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

DAF, Council's LDMG, agents and some local transporters who all took part in the exercise to test the draft biosecurity plan and draft livestock standstill action plan, had an opportunity to review, discuss and provide comment. The feedback received during the exercise / from the Roma agencies has been incorporated into the sub plan.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Nil

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council adopt the Roma Saleyards Biosecurity Plan and Livestock Standstill Action Plan (Sub Plan) as presented.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

That Council adopt the Roma Saleyards Biosecurity Plan and Livestock Standstill Action Plan as presented.

Does this recommendation suggest a decision contrary to an existing Council policy?

If so, for what reason?

No

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.6 Saleyards

Supporting Documentation:

1 [↓](#) Draft Roma Saleyards Biosecurity Plan D21/46222

2 [↓](#) Draft LIVESTOCK STANDSTILL ACTION PLAN - ROMA D21/46264
SALEYARDS - 9 March 2020

Report authorised by:

Director - Corporate & Community Services

Biosecurity Plan – Roma Saleyards

Species: Cattle

PIC: QCBI2000

44589 Warrego Highway

Roma QLD 4455

Phone: 1300 007 662

E-Mail:

roma.saleyards@maranoa.qld.gov.au

Contents

Contacts:	3
Saleyard Information:	3
Purpose:	3
Stock Inventory:	3
Roles and Responsibilities:	4
Endemic Disease:	7
1.0 Receival of Stock, Water and Feed	8
1.1 Receival of Cattle into Roma Saleyards	9
1.2 Horses.....	9
1.3 Water.....	9
1.4 Feed	9
2.0 People Vehicles and Equipment	10
2.1 Employees.....	10
2.2 Visitors Agents and Contractors	10
2.3 Equipment	10
2.4 Vehicles	10
3.0 Manage Saleyards Practices	10
3.1 Livestock Monitoring	10
3.2 Manure and Effluent Monitoring.....	11
3.3 Dead Stock Recording	11
3.4 Maintenance and Cleaning.....	11
3.5 Identification	11
4.0 Train, Plan and Record	12
4.1 Training	12
4.2 Documentation and Record Keeping	12

Contacts:

Name	Contact Number	After Hours Number
Emergency Animal Disease Hotline	1800 675 888	-
Exotic Plant Pest Hotline	1800 084 881	-
Maranoa Regional Council	1300 007 662	1300 007 662

Local DAF Representative	0459 868 189	13 25 23
Manager - Saleyard	0407 029 249	0407 029 249
Maranoa Veterinary Surgery	(07) 4622 4477	0407 717 375
Roma Veterinary	(07) 4622 1015	(07) 4622 1015
Manager – Elders	(07) 4572 6700	-
Manager – Grant, Daniel & Long	(07) 4622 7799	-
Manager – Nutrien Ag Solutions	(07) 4622 1088	-
Manager – MAA Livestock & Property	(07) 4620 1888	-
Manager – PJH Livestock & Property	(07) 4622 2622	-
Manager – Ray White Rural	(07) 4622 7441	-
Manager - Topx	(07) 4622 7077	-
Manager – Watkins	(07) 4622 1222	-

Saleyard Information:

Roma Saleyards is owned and operated by Maranoa Regional Council and is Australia's largest cattle selling centre with an annual throughput of 250,000 to 400,000 head for store and prime sales, 1,000 head for bull sales, and approximately 20,000 to 50,000 transit cattle per year.

Agents, vendors, and buyers send cattle from all States and Territories to take part in cattle sales, or to have a spell during their journey to their destination.

Commission buyers and purchasers bid on cattle at sales for clients who are in all States and Territories.

Purpose:

The Purpose of implementing sound biosecurity practices is to:

- Minimise the spread of animal diseases throughout Australia.
- Minimise the spread of weeds throughout Australia.
- Outline emergency disease protocols.

The purpose of this plan is to:

- Prevent the introduction of biosecurity matter into Roma Saleyards.
- Prevent or minimise the spread of biosecurity matter within the saleyard.
- Prevent the spread of biosecurity matter outside the saleyard.

Stock Inventory:

Roma Saleyards conduct weekly store and prime sales averaging 6,500 head combined. There is an average of 30,000 head of cattle that spell at Roma Saleyards annually.

Stock that are onsite varies each day and below is an indication of stock on any given day.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
--	--------	---------	-----------	----------	--------	----------	--------

Head	6,500	6,500	3,000	2,000	600	1,500	3,000
------	-------	-------	-------	-------	-----	-------	-------

Roles and Responsibilities:

Maranoa Regional Council

Council

Maranoa Regional Council owns and operates Roma Saleyards and as a commitment to the livestock industry Council have developed and implemented the Roma Saleyards Biosecurity Plan to reduce the risk of introducing and/or spreading of disease at the facility, and in addition to help minimise the impact in the event of a disease outbreak in Australia.

Roma Saleyards is accredited with both National Saleyards Quality Assurance (NSQA) and European Union Accredited Scheme (EUCAS) with Maranoa Regional Council committed to providing a facility that meets industry standards for both users and visitors as well as cattle that arrive for sale or spelling.

Manager, Saleyards

Delegated by Council to ensure the facility is operated in accordance with Accreditations, Policies, Local Laws and Procedures.

Manager Saleyards has overall responsibility for the saleyard operations including the welfare & care of livestock on-site, and biosecurity measures within the facility.

Saleyard Officers

Saleyard Officers primary role is to maintain and clean the facility.

Saleyard Officers monitor cattle with daily inspections checking for any signs of injury, illness and/or disease and in addition, the officers ensure cattle have been provided feed and water.

Roma Livestock Agents Association (RLAA)

RLAA is the incorporation that represents all agencies at Roma Saleyards. The individual branch manager/owner or livestock manager of individual agencies form the board members. The following services are provided by the RLAA to individual agencies who are a member:

- Receival of store, prime, special sale consignments (third party contracted to RLAA).
- Paint mark buyer splits within selling pens.

- Staff to move agents individual clerking sheets from the point of sale to the weighbridge, and then to the buyer checkoff office.
- Staff to check off buyer consignments with the buyers on conclusion of purchasing cattle.
- Recommendations to Council regarding the Saleyards operations or facilities.

RLAA have a responsibility to ensure that its contractors who receive vendor consignments on behalf of RLAA members for sales are actively checking cattle whilst receiving and/or moving cattle to and from holding yards for any signs of injury, illness, or disease.

Any concerns and/or suspicions must be reported to the manager saleyards, and relevant selling agent.

Agents Operating at Roma Saleyards

Individual agents operate at Roma Saleyards through a permit to sell with Maranoa Regional Council.

Agents are endorsed with the care, and welfare of cattle arriving for sale from vendors and must ensure consignments arrive with an approved Livestock Production Accreditation (LPA) National Vendor Declaration (NVD) for traceability requirements, and although not a mandatory requirement promote vendors to supply the additional National Cattle Health Declaration (NCHD).

Agents also have a responsibility for ongoing monitoring of cattle for any signs of injury, illness, and disease.

Individual agents are primarily responsible for the following practices and must actively monitor cattle consigned to them through all the following processes:

- Pre-sale holding of cattle.
- Movement of cattle to and from holding yards (recording all movements).
- Drafting cattle into sale lots.
- Moving cattle to allocated sale pens.
- Completing pre-sale booking documentation for NLIS scanning contractor.
- Ensuring all relevant documents have been fully completed and provided by the vendor.
- Pre-sale inspection of all cattle in their control.
- Check and sign pre-sale catalogue for intending buyers.
- Sale of cattle completing clerking sheets on the fall of the hammer.

The responsibility on agents regarding the welfare and care of cattle extends past the point of sale and whilst the cattle remain at Roma Saleyards the agent still has a duty of care.

Any concerns and/or suspicions must be reported to manager saleyards.

Maranoa Regional Council Contractors

National Livestock Identification System (NLIS) Compliance Scanning and Data Collection Services

Councils NLIS Compliance Scanning and Data Collection Services contractor have a responsibility to actively check and report on any cattle that are showing signs of injury, illness and disease whilst performing their duties under their contract.

The contractor is responsible for the following services:

- NVD entry.
- Electronic scanning of NVD's and NCHD if provided.
- Pre-sale scanning of NLIS devices and uploading to the livestock management platform.
- Retagging all cattle missing an Electronic Identification Device (EID) or defective device with a saleyard's replacement device.
- Printing pre-sale documentation i.e., clerking sheets presale catalogue
- Presale NLIS database checks
- Post-sale scanning of buyer splits

Any welfare concerns and/or suspicions must be reported to the manager saleyards and the respective selling agent.

Movement and Control of Stock Services

Council's movement and control of stock services contractor provides the movement and control of stock at Roma Saleyards from the fall of the hammer until delivery to the transporter's representative.

The contractor has a responsibility for the monitoring of cattle in their control, reporting on any livestock showing signs of injury, illness or disease whilst performing their duties under their contract. The contractor provides the following services:

- On the fall of the hammer, move sold cattle from the selling pen to the weighbridges.
- Move cattle through the weighbridge area for weighing.
- Move weighed cattle to individual buyer holding yard/s (recording all buyer holding yard/s and movements).
- Reconciling all buyer consignments on the conclusion of weighing.
- Provide manager saleyards with details of all cattle not on feed by 2pm the day after the sale.
- Upon request from the transporter move buyer consignment to the transporter's delivery yard.
- Complete all necessary documentation (movement of stock out of Roma Saleyards)

Any concerns and/or suspicions must be reported to manager saleyards.

Buyers

Majority of buyers at Roma Saleyards are commission buyers and once the sale has concluded, or the buyer has finished purchasing cattle the buyer must:

- Checkoff purchases with RLAA completing a buyer checkoff and delivery advice including destination and Property Identification Code (PIC).
- Ensure the cattle they have purchased for their client are provided feed (if applicable) and cared for whilst at Roma Saleyards.

Feed Suppliers

There are multiple feed suppliers operating at Roma Saleyards. All feed suppliers must ensure that fodder supplied is covered under a Commodity Vendor Declaration and provided to manager saleyards prior to being distributed within the saleyards. Cattle must be provided sufficient feed, and suppliers are to monitor cattle for any signs of injury, illness and disease whilst feeding cattle.

Feed suppliers must ensure the following records are maintained and provided to the saleyards:

- Feed records indicating dates, yard, owner, and number of bales fed to cattle.

Any concerns and/or suspicions must be reported to manager saleyards and the respective selling agent.

Endemic Disease:**Non-Notifiable/Endemic Disease:**

Non-notifiable diseases can be already established within your state/territory but can still have a significant impact if left unmanaged. Livestock could enter Roma Saleyards with or without clinical signs.

Endemic disease is a disease that is already established in Queensland but can still have a significant impact if left unchecked.

If an animal is suspected of having illness and/or disease at any point the animal will be isolated to a separate area of the yards and assessed by a qualified person to ascertain the illness/disease.

Notifiable/Endemic Disease:

Diseases that are present in Australia but are notifiable and must be reported to your state or territory.

Notifiable diseases can be already established within your state/territory but can still have a significant impact if left unmanaged. Livestock could enter Roma Saleyards with or without clinical signs. Notifiable diseases must be reported to your state or territory.

If an animal is suspected or showing signs of illness and/or disease at any point the animal will be isolated to a separate area of the yards and assessed by a qualified person to ascertain the illness/disease and the relevant authorities will be notified of any notifiable disease or suspicions of disease.

Notifiable Exotic Disease:

Notifiable diseases may already be established in regions of your state/territory.

Notifiable diseases can have serious economic impacts on production. Livestock could enter Roma Saleyards with or without clinical signs. Notifiable diseases have reporting requirements.

If an animal is suspected or showing signs of illness and/or disease at any point the animal will be isolated and assessed by a qualified person to ascertain the illness/disease and the relevant authorities will be notified of any notifiable disease or suspicions of disease.

A list of the current notifiable diseases list can be located on the Queensland Government Department of Agriculture and Fisheries website.

Cattle Tick:

A Cattle Tick Biosecurity Certificate (CTBC) issued by an accredited certifier must be provided with high-risk livestock crossing the cattle tick line (moving from a property in the cattle tick infested zone into the Roma Saleyards). The biosecurity certificate provides the assurance that the livestock are free of cattle tick and have met the regulatory requirements for movement.

Relevant authorities will be notified of all cattle arriving for sale at Roma Saleyards from tick infested areas and will be documented on the pre-sale catalogue.

A visual inspection will be conducted of all cattle arriving from high-risk tick infested areas and any suspicions or concerns will be forwarded to the local Department of Agriculture and Fisheries (DAF) representative.

Johne's disease:

Johne's disease has been deregulated in most states/territories, producers must now manage their risk proportionate to the markets they access. Johne's disease is still a notifiable disease and must be reported to the relevant state/territory.

Livestock could enter Roma Saleyards with or without clinical signs. Industry assurance scores and/or programs are a tool available to producers to assist them in managing risk.

Announcing assurance scores, such as the Johne's Beef Assurance Score (J-BAS). For example, if the saleyard sells beef cattle:

- Agent to announce any score other than J-BAS 6.
- Provide copies of animal health declarations to buyers who request one.
- Have a pre-sale summary available to perspective buyers.
- Have assurance score status in pre-sale summary.

If a National Livestock Stock Standstill order is received refer to Roma Saleyards Livestock Stock Standstill Sub Action Plan.

1.0 Receival of Stock, Water and Feed

1.1 Receival of Cattle into Roma Saleyards

Movement records are a legislative requirement for traceability. LPA approved NVD's are required for industry Quality Assurance (QA) processes, and all consignments entering Roma Saleyards for sale must be accompanied by a current LPA approved NVD.

- 1.1.1 Receival staff to immediately notify manager, saleyards of any consignments that arrive on a movement permit instead of an LPA approved NVD.
- 1.1.2 Agents are to encourage vendors to provide fully completed NVD's and promote the completion of a NCHD by their vendors, this is not a mandatory requirement but gives buyers confidence of the disease status of the cattle, and other relevant documentation i.e. CTBC for cattle received from tick areas prior to the commencement of sales.
- 1.1.3 Agents receival contractor and/or employees must actively check cattle whilst receiving and moving cattle monitoring for signs of injury, illness or disease notifying the selling agent and saleyard management of any concerns.
- 1.1.4 Separation of different vendor consignments should be maintained on arrival or prior to sale.

1.2 Horses

- 1.2.1 Horses used at Roma Saleyards should be segregated from other horses and cattle upon returning to their home property allowing time to monitor for signs of disease.
- 1.2.2 Roma Saleyards contractor's and agents are to maintain a horse register to record all movements of working horses into and out of Roma Saleyards. A copy is to be provided to manager saleyards upon request.
- 1.2.3 A copy of the tick inspection record will be required for any horses that have been into tick areas prior to entry into Roma Saleyards.
- 1.2.4 Wash down facilities are available for stockpersons wanting to clean horses prior to entering or leaving Roma Saleyards.

1.3 Water

- 1.3.1 Roma Saleyards Water supply is sourced from local town supply.
- 1.3.2 Troughs are cleaned fortnightly with algaecide blocks used to ensure water within the troughs remain of a suitable quality.
- 1.3.3 In an instance where the water source becomes contaminated water will be sourced and trucked from one of Council's other bore supplies.
- 1.3.4 Trough cleaning records maintained in Councils record management system.

1.4 Feed

- 1.4.1 Feed suppliers must ensure fodder and grain have a fully completed commodity vendor declaration prior to being unloaded and distributed into the saleyard's facility. Copies of the commodity declaration must be provided to manager saleyards prior to providing feed to cattle. Grain must be fed in tubs to minimise the spread of grain.
- 1.4.2 Feed suppliers must ensure that the ruminant feed ban is complied with. Restricted Animal Material (RAM) must not be fed to cattle. Each state has specific regulations regarding the feeding of RAM.
- 1.4.3 Feed must be stored to minimise the risk of contamination by cattle, and wildlife.
- 1.4.4 Vendors supplying own fodder and grain for bull sales must provide a fully completed commodity vendor declaration prior to providing feed to cattle. The agent hosting the sale is responsible for ensuring vendors comply with this requirement.
- 1.4.5 Preferred feed suppliers must keep and provide to manager saleyards detailed feed records showing the date, yard feed was distributed, how many bales and the owner of the cattle.
- 1.4.6 Feed records maintained in Council's record management system.

2.0 People Vehicles and Equipment**2.1 Employees**

- 2.1.1 Saleyard employees must wear clean laundered cloths each day when on duty.
- 2.1.2 Boots should be cleaned at the boot wash facility prior to entering and leaving the saleyards.

2.2 Visitors Agents and Contractors

- 2.2.1 Be aware of the potential for the introduction of biosecurity matter by agents, visitors, and contractors.
- 2.2.2 Agents, contractors, and their employees should wear clean laundered cloths each day when working at the saleyards.
- 2.2.3 Footwear should be washed using the boot wash facilities prior to entering and leaving the Roma Saleyards.

- 2.2.4 Restrict visitors who are taking the saleyards tour from accessing working areas of the saleyards, alternatively footwear should be cleaned using the boot wash facilities prior to entering and leaving the saleyards facility.

2.3 Equipment

- 2.3.1 Contractor's equipment must be clean and free from contaminants prior to entering and leaving the saleyards.
- 2.3.2 Dry hired plant sourced from hire companies can potentially bring in contaminants and must be clean prior to entry into the saleyards and cleaned prior to return.
- 2.3.3 Equipment used within the saleyards must be washed down prior to leaving and returning to the saleyards.

2.4 Vehicles

- 2.4.1 Be aware of potential introduction of disease and weeds from visitor vehicles.
- 2.4.2 Visitors must use designated sealed parking areas.
- 2.4.3 Vehicles that enter the saleyards facility should use wash down facilities prior to entering and leaving the saleyards facility.

3.0 Manage Saleyards Practices

3.1 Livestock Monitoring

- 3.1.1 Agents, contractors, and saleyard employees monitor cattle within the saleyards for signs of illness, injury, or disease.
- 3.1.2 Local veterinarian and DAF representative will be notified of any unusual illness or death.
- 3.1.3 Animal Disease hotline contact provided on page 3 of this document under contacts.
- 3.1.4 All cattle received and delivered in/out of Roma Saleyards must have all documentation completed which will facilitate the traceability of all cattle movements in the event of an animal health or disease concern.

3.2 Manure and Effluent Monitoring

- 3.2.1 Be aware that manure and effluent can pose a potential biosecurity risk.
- 3.2.2 Manure is stockpiled and used by home gardeners and producers and is classed as minimal risk.

3.3 Dead Stock Recording

- 3.3.1 Mortality records maintained in Council's records management system recording all deaths at Roma Saleyards.
- 3.3.2 Dead stock removed to Council's refuse site upon notification/discovery.
- 3.3.3 NLIS database notified of mortalities within 24 hours.
- 3.3.4 Any unusual or multiple deaths reported to DAF.

3.4 Maintenance and Cleaning

- 3.4.1 Grass around the saleyard's facility is to be kept cut. Long grass can attract rodents and favours the survival of viruses and bacteria.
- 3.4.2 Saleyards internal fencing inspected regularly for integrity reducing the risk of mixing consignments of cattle at the saleyards.
- 3.4.3 Saleyard's perimeter fencing inspected regularly for integrity to reduce the risk of cattle being exposed to neighbouring properties.
- 3.4.4 Cleaning of saleyards holding and selling areas are cleaned on a rotational basis or as required to minimise the risk of viruses and bacteria.
- 3.4.5 Cleaning of weighbridges and areas occurs after every sale.

3.5 Identification

- 3.5.1 All cattle arriving for inclusion in sales will be scanned and identified the night before the sale. Typically, within 24 hours of arrival.
- 3.5.2 Individual devices will be checked prior to sale for any statuses against that individual device.
- 3.5.3 Cattle that are sold at sales will have their movements recorded on the NLIS database within 24 hours of the sale concluding.
- 3.5.4 Spelling cattle will have mob-based transfers done on the NLIS database. Typically, within 24 hours of departure.
- 3.5.5 All identification records are maintained and available upon request in the event of a disease outbreak.

3.6 Cattle Leaving Roma Saleyards

- 3.6.1 Prior to delivery to transporters Council's livestock movement contractor will assess cattle ensuring cattle are fit to load and there are no obvious sign of disease or sickness. Refer to Meat and Livestock Australia's *Is It Fit to Load?* Guide for relevant information.

4.0 Train, Plan and Record

4.1 Training

- 4.1.1 Employees involved in the daily monitoring and handling of cattle will be provided a copy of this biosecurity plan and the stock standstill procedures which should confirm the importance of the early detection of disease and illness, and to understand the process if they suspect an animal is showing signs of disease or illness.
- 4.1.2 Agents and contractors operating at Roma Saleyards will be provided with a copy of this biosecurity plan and the stock standstill procedures which should confirm the

importance of the early detection of disease and illness, and to understand the process if they suspect an animal is showing signs of disease or illness.

4.2 Documentation and Record Keeping

- 4.2.1 An internal traffic management plan, procedures and plans are available from the Saleyards office.
- 4.2.2 All sale records and documentation are maintained within the livestock software and additionally in Council's records management system for reference.

ROMA SALEYARDS LIVESTOCK STANDSTILL ACTION PLAN FOR EXOTIC DISEASE ANIMAL CONTROL

Roma Saleyards

Dated: 9 March 2020

This plan and process is controlled by the Manager of Roma Saleyards under the guidance of a representative from the Department of Agriculture and Fisheries (DAF).

All staff, tenants and visitors must comply with all reasonable directions to manage a biosecurity notifiable incident. (Biosecurity Act 2014)

The purpose of a livestock standstill:

- Help limit the spread of highly contagious disease.
- Give authorities time to conduct biosecurity activities, such as disease surveillance, tracing the movements of potentially infected animals and to identify where the disease may have originated or spread.

Once the order has been received, no animal movements are to take place and will remain the key action for all staff, agents, contractors, and users.

1. Livestock Standstill Order Released on a Non-sale Day

Once the stand still order has been received, a meeting will be held with the following key personnel onsite:

- Senior Administration Officer
- Saleyards Officers
- Saleyards Casual Employees

This meeting will be to inform key staff members of the stand still order being received, and each key personnel will be tasked with activities to ensure cattle movements cease.

Roma Saleyards manager will inform:

- Local Disaster Controller and/or the Deputy Local Disaster Controller
- Director - Roma Saleyards

- Roma Livestock Agents Association (RLAA) President and/or Vice President
- Movement and Control of Stock Services Site Manager/Supervisor
- National Livestock Identification System (NLIS) Compliance Scanning and Data Collection Services Site Manager/Supervisor

This communication will be via phone and follow up e-mail.

Senior administration officer will be responsible for informing all casual saleyards staff of the standstill order and display the order at the canteen, loadout building and other key locations.

Senior administration officer will also be responsible for compiling documentation of all recent lairage cattle that have moved through Roma Saleyards.

Saleyards Officers will lock all ramps and external gateways with master locks preventing cattle movements in and out of Roma Saleyards. In addition, saleyard officers will ensure all cattle movements within the saleyard's facility cease, providing all personnel onsite a copy of the standstill order.

Once notified, RLAA president will be responsible for informing all agency managers and RLAA contractors of the order being released and instruct them not to attend the site unless requested.

Individual agents are responsible for informing:

- Their staff
- Clients
- Transporters
- Contractors
- Feed suppliers (of indicative numbers for feeding of livestock already onsite)

Individual agencies are responsible for compiling documentation i.e. National Vendor Declarations (NVD's), individual pens cattle are held in and any known consignments of cattle in transit to Roma Saleyards providing to saleyards administration.

RLAA's receival contractor can receive sale cattle up to 12 hours after the order has been received, or until curfew for the sale whichever occurs first, unless otherwise directed by manager saleyards, or a DAF representative.

Movement and control of stock contractor will cease all loading/unloading of cattle. Any cattle that are being loaded at the time of the order being received are to be unloaded and put back in the pen they originated from. Movement and control of stock contractor/staff will start compiling documentation of all consignments of cattle from previous sales and lairage cattle that are currently onsite.

Livestock trucks that arrive after 12 hours of the standstill order being released will not be unloaded at Roma Saleyards unless authorised to do so through consultation with a DAF representative.

1. Announcing a Livestock Standstill Order & Provisions for Sales in Progress

Once manager, saleyards has received the Standstill order and completes the “*Announcement and Publicity for a Saleyard Livestock Standstill Order*” template, Saleyard Manager will inform the Local Disaster Controller and/or the Deputy Local Disaster Controller, Director – Roma Saleyards, and will hold a meeting with the following key saleyard personnel:

- RLAA President and Vice President
- Senior Administration Officer
- Saleyards Officers
- Movement and Control of Stock Services Site Manager and/or Supervisor
- NLIS Compliance Scanning and Data Collection Services Site Manager and/or Supervisor

This will be to inform all key saleyard personnel of the standstill order being received, and to position themselves at their designated locations as follows based on their role at Roma Saleyards.

Each key staff member will be given copies of the announcement to provide to patrons in their respective area.

After the meeting, key personnel will complete the following duties as follows:

- RLAA President will cease the auction informing buyers of the order being received.
- RLAA Vice President will cease all drafting and penning activities informing agents of the order being received.
- Senior Administration Officer will remain in the main administration office.
- Saleyards Officers will assist in ceasing all loading/unloading informing all transporters of the order being received.
- Movement and Control of Stock Services supervisory staff will instruct staff to cease weighing and loading/unloading activities informing staff of the order being released.
- NLIS Compliance Scanning and Data Collection Services supervisory staff will cease all scanning activities informing staff of the order being released.

Saleyards Officers will then be positioned at the boot wash and truck wash facilities to facilitate the orderly movements through these areas.

On completion of ceasing all activities key staff are to facilitate the departure of all non-essential personnel from their areas providing them with a copy of the announcement.

Key staff are to redirect all enquiries for further information to:

1. DAF website.
2. Maranoa Regional Council website.

1. Securing the Saleyard

Once loading/unloading activities have ceased saleyard staff will lock all loading/unloading ramps and external gates using master locks.

Key saleyards staff will also assist in restricting access to the site ensuring only essential personnel enter Roma Saleyards.

2. Livestock Already Trucked from Saleyards (in transit to destination/s)

Movement and control of stock services contractor will compile a list of transport operators and consignment details for all consignments that have already left the saleyards prior to the order being received and provide to saleyards administration.

3. Assisting DAF

Documentation

Maranoa Regional Council

After the standstill order has been received senior administration officer will start to compile the following documentation for lairage consignments that have recently left the Saleyards:

- Copies of the individual NVD's for all lairage consignments that have recently departed Roma Saleyards.
- Assist with any other requests from DAF regarding documentation.

Individual Agencies

After the standstill order has been received, individual agents will start to compile the following documentation associated with sale cattle on site and provide to saleyard administration:

- Receival dockets for all consignments of cattle onsite for sale.
- NVD's of all consignments of cattle onsite for sale.
- Pen allocations for all consignments of cattle onsite for sale.
- Provide details of all known consignments on route to the saleyards and/or consignments due to arrive for sale.

Agents are required to provide all known information and documentation relating to consignments of cattle already at Roma Saleyards and/or departed from their client's property and on route to Roma Saleyards.

Livestock Movement Contractor

After the standstill order has been received Council's movement and control of stock contractor will start to compile the following documentation associated with all lairage and sale consignments that are currently on site and any consignments that have previously been on site:

- Receival dockets of all consignments of lairage cattle onsite.
- NVD's of all consignments of lairage cattle onsite.
- Pen allocations for all consignments of post-sale and lairage cattle onsite.
- Movement of stock out of Roma Saleyards dockets for all consignments of cattle recently departed from the saleyards.
- Pen allocation sheet (for recent sales).

Senior administration officer in co-operation with the movement and control of stock contractor will compile all documentation of consignments that are onsite spelling, and recent cattle that spelled in the yards.

Once all documentation has been provided to senior administration officer, manager saleyards and the movement and control of stock services manager/supervisor will conduct a handover where Council will assume control of all lairage and sale consignments onsite.

4. People Issues

After the order has been received, saleyards officers will provide a copy of the **DRAFT ANNOUNCEMENT AND PUBLICITY FOR A SALEYARD LIVESTOCK STANDSTILL ORDER** to patrons/visitors exiting the yards recommending that patrons/visitors utilise the boot wash facilities and exit via the truck wash to hose down their vehicle before leaving the Saleyards site.

7. Livestock Transporters

All transporters loading at the time the order is received will be instructed to stop loading. Cattle already on the truck will be unloaded and penned in the yard they originated from. All livestock transporters will be informed that they should hose down crates and vehicles before leaving the saleyards premises.

8. Business details

Registered name of saleyard: Roma Saleyards

Postal address: P.O Box 620

 Roma QLD

 4455

Physical address: 44589 Warrego HWY

 Roma Qld 4455

Office phone number: (07) 4624 0402

After- hours number: 0418 754 949

Manager's mobile: 0407 029 249

E-mail address: roma.saleyards@maranoa.qld.gov.au

ABN: 99 324 089 164

9. Saleyard staff and command:

Position	Contact
Director – Corporate and Commercial Services	1300 007 662
Manager, Saleyards	0407 029 249
Senior Administration Officer	(07) 4624 0402
Saleyards After Hours	0418 754 949

Important Saleyard Contacts:

Organisation	Phone
Roma Saleyards Manager	(07) 4624 0401
Roma Saleyards Administration	(07) 4624 0402
DPI Roma	(07) 4622 9902
Stock Squad	(07) 4622 9333
Elders Roma	(07) 4572 6700
GDL Roma	(07) 4622 7799

Landmark Roma	(07) 4622 1088
MAA Roma	(07) 4620 1888
PJH Roma	(07) 4622 2622
Ray White Rural Roma	(07) 4622 7441
Topx Roma	(07) 4622 7077
Watkins Roma	(07) 4622 1222

10. Livestock in Saleyards

10.1 Holding Arrangements

Once the order has been received all cattle will remain at Roma Saleyards for the specified time given in the order. This is to minimise the spread of disease while DAF assesses the risk.

Saleyards manager will allocate and manage holding yards for cattle until the specified time has expired.

10.2 Feeding and Watering Arrangements

Livestock will have access to clean water with all holding yards at Roma Saleyards having a provision of water.

Hay suppliers/contractors will need to ensure there is sufficient fodder available within the first two days of confinement for the number of cattle held at Roma Saleyards. Bobby calves will need to be fed within 24 hours of leaving their home farm which can be an issue and humane destruction may be required. This is to comply with the animal welfare of livestock at Saleyards.

Cost for feed will be the responsibility of the respective owner/purchaser. The owner/purchaser is deemed to be as described under **Chapter 2 section 17 Clause a, b, and c** of the Australian Livestock & Property Association Limited (ALPA) Livestock Terms and Conditions of Sale as stated below:

17. (a) Cattle sold on a liveweight basis that are weighed pre-sale are at the risk and expense of the buyer upon the fall of the hammer.
- (b) Cattle sold on a liveweight basis that are weighed post-sale are at the risk and expense of the buyer immediately after weighing.
- (c) All livestock other than cattle sold on a liveweight basis are at the risk and expense of the buyer upon the fall of the hammer.

The above-mentioned terms and conditions of sale is administered by the individual agency that the cattle were consigned to.

10.3 Security

Roma Saleyards will have all ramps and external gates locked with master locks. All ramps and entrances have security cameras and there is a representative who lives on-site.

10.4 Release of livestock from Saleyards

Livestock will only be released from the saleyards once approval has been received from a DAF representative or expiry of the order.

On expiry of the order a handover will be conducted between Council and Council's movement and control of stock contractor who will assume control of the livestock and recommence deliveries to transport operators.

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 27 May 2021

Item Number: 11.4

File Number: D21/41731

SUBJECT HEADING: Monthly Financial Report as at 31 May 2021

Classification: Open Access

Officer's Title: Program Funding & Budget Coordinator

Executive Summary:

The purpose of this report is for the Chief Executive Officer to present a monthly financial report to Council in accordance with section 204 of the *Local Government Regulation 2012* for the period ended 31 May 2021.

Officer's Recommendation:

That the Monthly Financial Report for the period ended 31 May 2021 be received and noted.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	Nil

Context:

Why is the matter coming before Council?

To present the financial report for the period ended 31 May 2021, in accordance with section 204 of the *Local Government Regulation 2012*.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

This report presents the high-level consolidated statement of income and expenditure for operating and capital budgets versus actuals for the period ended 31 May 2021.

Maranoa Regional Council

Ordinary Meeting - 23 June 2021

1. Operating Budget:

Maranoa Regional Council Statement of Income and Expenditure 31 May 2021				
Council Consolidated Operating	Jun-21 Current Budget \$	May-21 Actual \$	% of budget	Comments
Operating revenue				
Net rates, levies and charges	41,825,264	41,862,402	100%	All rates notices have been issued for the 2020-21 year
Fees and charges	2,955,511	2,830,161	96%	Slightly higher than expected
Rental income	815,315	632,736	78%	Slightly down on expected revenue for housing rental
Interest received	917,000	716,473	78%	Interest received on overdue rates and investments down on expected revenue
Recoverable works and sales revenue	16,446,849	15,772,691	96%	External TMR contracts completed
Other income	3,799,606	3,461,930	91%	On target
Grants, subsidies, contributions	22,770,791	14,661,680	64%	Early payment of half of the 2021-22 Financial Assistance Grant – advice has been received payment will be made in June 2021
Total operating revenue	89,530,336	79,938,073	89%	
Operating expenses				
Employee benefits	29,588,425	25,349,080	86%	Slightly below target due to vacant positions
Materials and services	39,397,983	33,901,221	86%	Slightly below target however end of month invoices for May will appear in June actuals
Finance costs	741,953	650,066	88%	Slightly below target due to lower costs for Bad & Doubtful Debts
Depreciation	19,764,000	17,754,751	90%	On target
Total operating expenses	89,492,361	77,655,118	87%	
Operating result				
Operating revenue	89,530,336	79,938,073	89%	
Operating expenses	89,492,361	77,655,118	87%	
Net Operating result total	37,975	2,282,955		

Operating result:

Overall net operating result at 31 May 2021 is surplus of \$2.283 million surplus.

Operating revenue:

Operating revenue of \$79.9 million is currently 89% of annual current budget with all rates notices now issued for 2020-21 year. Other variances include:

- Early payment of half of the 2021-22 Financial Assistance Grant – advice has been received payment will be made June 2021.
- External contribution for the Surat Digital Connectivity project not yet received

Operating expenses:

Operating expenses of \$77.655 million is currently 87% of annual current budget which is slightly below target.

2. Capital Budget:

Maranoa Regional Council Capital 31 May 2021				
Council Consolidated	Jun-21 Current Budget \$	May-21 Actual \$	% of budget	Comments
Capital revenue				
Contributions – capital	8,780,180	8,623,345	98%	
Developer contributions/infrastructure charges	61,000	9,611	16%	
Other capital revenue	320,000	14,239	4%	Insurance recovery only partially claimed
Government grants and subsidies	21,488,944	8,601,047	40%	Refer notes below
Total capital revenue	30,650,124	17,248,242	56%	
Capital expenditure				
Projects – capital	70,595,442	30,889,231	44%	Refer notes below
Loan repayments	1,511,633	1,127,164	75%	Loan repayments calculated at the end of each quarter
Total capital expenditure	72,107,075	32,016,395	44%	

Capital revenue:

Year to date capital revenue of \$17.248m is 56% of the current budget.

Major variances include:

- Local Roads and Community Infrastructure (Phase 1) funded projects majority of works are to be completed in last quarter of the 2020-21 year.
- Other major externally funded multi-year projects that are in early stages or not yet commenced construction:
 - The Bigger Big Rig
 - Roma Flood Mitigation Stage 2B (Railway Dam works)
 - Muggins Lane Yuleba bridge replacement
 - Primaries Road loop extension
 - Heavy vehicle route upgrade – Amby
 - Additional Local Roads and Community Infrastructure (Phase 2) funding approved

Capital expenditure:

Council's investment in community infrastructure capital works year to date is \$30.889m million which is 44% of the current approved budget. Major variances include:

Major multi-year projects that are in early stages or not yet commenced construction:

- The Bigger Big Rig – construction underway
- Roma Flood Mitigation Stage 2B (Railway Dam works) – ready for commencement of construction in late June 2021
- Muggins Lane Yuleba bridge replacement – tender for design and construct being prepared
- Primaries Road loop extension – detailed design completed (update to be provided to Councillors in the near future)
- Heavy vehicle route upgrade – Amby – preconstruction stage - awaiting tender exemption approval from funding body
- Repair to lagoon bunding Roma Sewerage Treatment Plant – tender awarded – works commenced June 2021
- Additional Local Roads and Community Infrastructure funding (Phase 2) approved projects – early stages of preconstruction
- Reseal program deferred to 2021-22

Outstanding rates and charges:

May	2020	2021
Total value of rates outstanding	\$3,535,340	\$3,562,830
Number of assessments with an outstanding balance		2721
Total number of rates assessment		7878

Maranoa Regional Council
Ordinary Meeting - 23 June 2021

May	2020	2021
Outstanding rates for which there is a payment arrangement in place	\$1,529,048	\$1,208,481
Total number of assessments with a payment arrangement in place	206	226
Percentage of rates arrears in payment arrangements		33.95%

April	2020	2021
Total value of rates outstanding	\$5,459,552	\$6,939,665
Number of assessments with an outstanding balance		2721
Rates amounts outstanding as a percentage of total annual levies		15.52%
Outstanding rates for which there is a payment arrangement in place	\$343,724	\$369,932
Total number of assessments with a payment arrangement in place	685	566
Percentage of rates arrears in payment arrangements		24.6%

Prepaid rates:

	Prepaid Rates & Charges	Number of Assessments
As at 31 May 2021	\$449,913	669
As at 30 April 2021	\$369,932	566
As at 31 March 2021	\$252,077	350

Payment Arrangements:

	Number of Accounts that have Payment Arrangements	Value Outstanding in Payment Arrangements	Percentage of Rates arrears in payment arrangements
31 May 2021	226	\$1,208,481	33.95%
30 April 2021	212	\$1,644,771	24.6%
30 April 2020	255	\$1,734,175	31.76%

Assessment by Category Type

Category	Total Number of Rates Assessments	Amount Outstanding	Number of Accounts Outstanding	Percentage of the Category Outstanding
Residential				
As at 31 May 2021	4382	\$1,126,097	716	16.34%
31 May 2020	4380	\$1,247,102	756	17.26%
Commercial/ Industrial				
As at 31 May 2021	616	\$452,239	73	11.85%
31 May 2020	615	\$625,286	91	14.8%

Maranoa Regional Council
Ordinary Meeting - 23 June 2021

Category	Total Number of Rates Assessments	Amount Outstanding	Number of Accounts Outstanding	Percentage of the Category Outstanding
Rural				
As at 31 May 2021	1655	\$706,476	160	9.67%
31 May 2020	1655	\$475,157	132	7.98%
Non-Urban Industrial				
As at 31 May 2021	185	\$1,271,747	29	15.67%
31 May 2020	186	\$1,157,997	18	9.68%

Reminder & Demand Letters – 1 July 2020 – 31 May 2021

	Issue Date	Number Issued
First Reminder Letter – Levy 1 - 2020	25/11/2020	765
Second Reminder Letter – Levy 1 - 2020	15/12/2020	480
Demand Letter – Levy 1 – 2020	14/01/2021	145
Statement of Liquidated Claims – Levy 1 - 2020	4/02/2021	34
First Reminder Letter – Levy 100 - 2021	20/05/2021	723

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Local Government Regulation 2012

204 Financial report

- (1) *The local government must prepare a financial report.*
- (2) *The chief executive officer must present the financial report -*
 - (a) *If the local government meets less frequently than monthly - at each meeting of the local government; or*
 - (b) *Otherwise - at a meeting of the local government once a month.*
- (3) *The financial report must state the progress that has been made in relation to the local government's budget for the period of the financial year up to a day as near as practicable to the end of the month before the meeting is held.*

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

N/A

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Lead Rates and Utility Billing Officer / System Administrator

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Projects with external funding are required to be delivered in accordance with funding agreements.

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

The purpose of this report is to present financial information on the progress that has been made in relation to Council's budget for the period ended 31 May 2021.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

This report is for information purposes.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Interested Parties – Maranoa Residents, Department of Local Government, Racing and Multicultural Affairs, Queensland Audit Office.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Compliance with Local Government Regulation 2012	The presentation of the financial report is in accordance with the Regulation.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The presentation of monthly financial statements is a legislative requirement.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy?

If so, for what reason?

That the monthly financial report for the period ended 31 May 2021 be received and noted.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 2: Delivering strong financial management

2.5 Financial Reporting

Supporting Documentation:

Nil.

Report authorised by:

Director - Corporate & Community Services

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 10 June 2021

Item Number: 12.1

File Number: D21/46197

SUBJECT HEADING: Sewerage Charge for Properties with Septic Tanks Connected to the Sewer Network

Classification: Open Access

Officer's Title: Manager - Water, Sewerage & Gas

Executive Summary:

A report was tabled at the Budget Submissions & Financial Planning Standing Committee Meeting on 15 July 2020, outlining the concerns with potential properties who are utilising the sewer network via septic tank, and implementing a sewerage fee for this service.

After site investigations, the Plumbing Inspector at the time only found 1 property with a septic that pumped out into Council's sewer mains and have subsequently notified the owner of this sewer charge without further issues arising.

This report recommends introducing a charge.

Officer's Recommendation:

That Council:

- Note the contents of this report
- Approve that domestic premises that use Council's sewer network for the pumping of septic waste are levied the equivalent of 1 sewerage charge per residence

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Properties with septic tanks that are connected to the sewer network and not being charged.

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
N/A	N/A

Context:

Why is the matter coming before Council?

To provide Council with an update for the findings of the properties that were potentially utilising Council's sewer network without paying a fee on their rates.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

A report was tabled at the Budget Submissions & Financial Planning Standing Committee Meeting on 15 July 2020 (BUD/07.2020/43), outlining the concerns with potential properties who are utilising the sewer network via septic tank without being charged, and implementing a sewerage fee for this service.

After site investigations, the Technical Officer – Water and Sewerage at the time only found 1 property with a septic that pumped out into Council's sewer mains and have subsequently notified the owner of this sewer charge, without further issues arising. The fee will be implemented at the start of the new financial year.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Plumbing and Drainage Regulation 2019 defines Council and private ownership of the sewer connection.

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

N/A

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Technical Officer – Water and Sewerage

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

N/A

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

If there are additional properties found in future that have not been charged for sewerage, the revenue could potentially increase.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

On-going revenue collected from properties with septic tanks connected to Council's sewer network.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Properties with septic tanks that are connected to the sewer network and not being charged to date will incur a new charge.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
N/A	N/A

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The properties that are connected to the Council sewer via a septic tank should be charged a sewer fee, as they are receiving the full benefit of the network the same as any other residential property.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council:

- Note the contents of this report
- Approve that domestic premises that use Council's sewer network for the pumping of septic waste are levied the equivalent of 1 sewerage charge per residence

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 1: Getting the basics right
1.2 Sewerage

Supporting Documentation:

Nil

Report authorised by:

Deputy Chief Executive Officer/Acting Director Infrastructure Services

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 3 June 2021

Item Number: 13.1

File Number: D21/44255

SUBJECT HEADING: Roma and District Lapidary and Minerals Society Inc. Historic Building Relocation

Classification: Open Access

Officer's Title: Council Buildings & Structures Maintenance Officer / Team Coordination

Executive Summary:

Council has been working with the Roma and District Lapidary and Minerals Society Inc. to assist with the acquisition of a historic building from the Roma Hospital for use by the group. Council has recently received confirmation that the group was successful in obtaining a \$35,000 grant towards the project.

Officer's Recommendation:

That Council:

1. Note the advice from Roma and District Lapidary and Minerals Society Inc. that they have received funding of \$35,000 from the Gambling Community Benefit Fund to relocate the historic building from the Roma Hospital (197 – 235 McDowall Street Roma/ Lot 2 on SP202487) to 17 McDowall Street Roma (Lot 2 on RP64008).
2. Provide project management support to the Roma and District Lapidary and Minerals Society Inc. to deliver the project.
3. Confirm its financial assistance towards the project as per *Resolution No. OM/02.2021/77*.
4. Decline the offer received to sell part of Lot 2 on RP64008.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Roma and District Lapidary and Minerals Society Inc.
W.S & J.M Chappell House
Hillcrest House Removal Specialists

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
---------	-------------

Inc	Incorporated
-----	--------------

Context:

Why is the matter coming before Council?

The Roma and District Lapidary and Minerals Society Incorporated have applied for and been granted \$35,000 in funding from the Gambling Community Benefit Fund.

The group has indicated that they require financial assistance from Council to deliver the project and also a Council Project Officer to deliver the project on behalf of the group.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

At the Special Meeting held on 18 November 2020, Council considered the Officer's Report presented in relation to the historical timber building marked for demolition at the Roma Hospital, and research completed and actions taken to date. Council's resolution from this meeting on 18 November 2020 was: -

Resolution No. SM/11.2020/05

That:

- 1. Council initiate negotiations with the successful tenderer of the hospital demolition in regards to securing the historic building as identified on the hospital site to secure it for a community group, or the community – on the basis it will be saved to be removed last as part of demolition of the Roma hospital site.***
- 2. The costs be presented to a future Council meeting for consideration.***

Demex was engaged by the contractor to demolish and remove the historic building, the contractor has since agreed to assist Council with obtaining the building. Demex has removed all asbestos from the building and provided a clearance certificate from their hygienist.

In consideration of these discussions between Demex and Council staff, Council reached the following resolution at its Ordinary meeting on 27 January 2021.

Resolution No. OM/01.2021/61

That Council:

- 1. Note the Officer's Report as presented.***
- 2. Continue to work with Demex in regard to the acquisition and removal of the historical building, as identified, from the Roma Hospital Site.***

- 3. Undertake consultation with community and sporting organisations for the purpose of ascertaining interest in acquiring the building for use by a not-for-profit organisation and consider a report outlining the results of the consultation at a future Council meeting.**
- 4. Consider at a future Council meeting, revised costings for the removal and storage of this building pending Council decision on its final location.**
- 5. Agree to provide Demex with photographs for use by Demex in media and promotions.**

At the Ordinary meeting on 24 February 2021, Council considered a proposal from the Roma and District Lapidary and Minerals Society. The group indicated that they could use the additional building and would apply for grants to assist in the acquisition. Council resolved:-

Resolution No. OM/02.2021/77

That:

- 1. Council provide a Letter of Support to the Roma & District Lapidary & Minerals Society Inc. for their grant application to the Gambling Community Benefit Fund.**
- 2. If successful in acquiring the historical building from the Roma Hospital site, that the building be relocated to 17 McDowall Street, Roma for use by the Roma & District Lapidary & Minerals Society Inc.**
- 3. If successful in the Society's application, Council allocate the shortfall of \$22,897.50 towards the project.**
- 4. The amount be transferred from General Ledger 2883.2001.301 (savings from Local Development wages).**

The relocation site 17 McDowall Street has an area of 4,144 square meters described as Lot 2 on RP64008. The property is zoned General Residential and is located in a designated flood hazard zone under the town planning scheme. The building will be situated on the block outside of the indicated flood zone.

The property comprises an irregular "L" shape, gently sloping allotment with a long rectangular building currently occupied by the Historical Society a 6m x 9m shed, smaller house occupied by the Roma and District Lapidary and Mineral Society and a small shed used for storage by Roma Performing Arts.

Council has most recently requested quotations from Contractors specializing in building relocation and these quotations have been received.

These quotes are being assessed and a decision will be made in accordance with Council's Procurement Policy.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Once located on Council's land, the building will become an asset of Council.

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?

(Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

- Building Projects, Maintenance Planning & Inspections Officer - Facilities (Land, Buildings & Structures) – Richard Irwin.
- Council Building Maintenance Officer / Team Coordinator – Gavin Pallisier
- Local Development Officer (Roma) – Natalie Walsh (assisted group with funding application.
- Building removalists - W.S & J.M Chappell House Removals, Hillcrest House Removals Specialists Pty Ltd

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

\$35,000.00 – Gambling Community Benefit Fund. Funds obtained by Roma and District Lapidary and Minerals Society Inc. who are responsible for expenditure and acquittal of the funds.

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

\$22,897.50 – Allocated by Council as savings from Local Development Wages / GL 2883.2001.301 (Resolution No. OM/02.2021/77).

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Yes. When the building is located on Council land it will become a Council asset. Council will be responsible for funding costs including insurance and fire safety.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Roma and District Lapidary and Minerals Society Inc. and its members
Demex

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Financial	It is likely that the Roma and District Lapidary and Minerals Society Inc will ask Council for financial assistance for any project cost overruns.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

At its meeting on 24 February 2021, Council made certain commitments if the Roma & District Lapidary & Minerals Society Inc. were successful in securing funding from the Gambling Community Benefit Fund (*Resolution No. OM/02.2021/77*). As the group has secured the funding, Council will now deliver its commitment to allocate \$22,897.50 towards the project from General Ledger 2883.2001.301 (savings from Local Development wages).

The Roma & District Lapidary & Minerals Society Inc. has requested Council provide project management support. It is recommended that Council agree to this request as it will help to mitigate the financial risk of cost overruns.

Council needs to also note that the building is being relocated to 17 McDowall Street, Roma. This is the same land that Council considered an offer to purchase part of the land, at its meeting on 26 May 2021. At that meeting Council resolved:-

That we lay this on the table, for further discussion about alternative usage of the land [discussion is to occur with the applicant and other community groups affected]. (Resolution No. OM/05.2021/01).

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy?

If so, for what reason?

That Council:

1. Note the advice from Roma and District Lapidary and Minerals Society Inc. that they have received funding of \$35,000 from the Gambling Community Benefit Fund to relocate the historic building from the Roma Hospital (197 – 235 McDowall Street Roma/ Lot 2 on SP202487) to 17 McDowall Street Roma (Lot 2 on RP64008).
2. Provide project management support to the Roma and District Lapidary and Minerals Society Inc. to deliver the project.
3. Confirm its financial assistance towards the project as per *Resolution No. OM/02.2021/77*.
4. Decline the offer received to sell part of Lot 2 on RP64008.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.10 Facilities

Supporting Documentation:

Nil.

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)

Deputy Chief Executive Officer/Acting Director Infrastructure Services

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 17 May 2021

Item Number: 13.2

File Number: D21/38539

SUBJECT HEADING: Tender 21034: Denise Spencer Pool Management Agreement

Classification: Open Access

Officer's Title: Manager - Facilities (Land, Buildings & Structures)

Executive Summary:

Council publicly invited suitably qualified and experienced businesses (or individuals) to submit tenders for the provision of services under the Denise Spencer Pool Management Agreement.

Officer's Recommendation:

That:

1. Council select Stacey Ann Robertson as the recommended Tenderer for Tender 21034 – Denise Spencer Pool Management Agreement at the tendered price of \$529,250 per annum (including GST).
2. Council allocate funds in the 2021/22 budget and future budgets, to fund the \$418,414.13 (including GST) increase in the annual management fee.
3. Council delegate authority to the Chief Executive Officer to enter into final negotiations with Stacey Ann Robertson and execute the Management Agreement (two years with the option for an additional two x 1 year terms) if the terms are acceptable.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

One conforming tender was received (Stacey Ann Robertson)

Two non-conforming tenders were received (Stacey Ann Robertson)

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
N/A	N/A

Context:

Why is the matter coming before Council?

Council publicly invited tenders for the Denise Spencer Pool Management Agreement. Council's approval is sought prior to forming a contact with the recommended respondent.

The successful Tenderer will be responsible for the day-to-day operation of the Denise Spencer Swimming Pool. The Denise Spencer Swimming Pool consists of a 50-metre swimming pool and a water play park. The swimming pool is widely utilised by the local swimming club, schools, community groups, sporting clubs and local residents.

Also located within the Denise Spencer Swimming Pool Complex is–

- Main pool building with canteen/kiosk, change rooms, amenities, first aid room and storerooms;
- Swimming Club room (any approvals to use these rooms must be negotiated with Roma Swimming Club);
- Plant / filtration and chlorination treatment facility;
- Chemical storage facility.

The operation of the Denise Spencer Swimming Pool will be governed by the provisions contained within Part 5 – Draft Management Agreement, the *Queensland Health Swimming and Spa Pool Water Quality and Operational Guidelines* published by the Queensland Government, and the *Guidelines for Safe Pool Operations* published by the Royal Life Saving Society.

The tender specification included the following information on the tenderers ability to charge admission fees:- *“Council decided at its meeting on 10 February 2021 that the Denise Spencer Swimming Pool will be free general admission. The successful contractor will be able to charge for classes like aqua-aerobics and for swimming lessons. General admission will however be free of charge”.*

Term of Management Agreement. The tender specification included the following statement:- *“The successful Tenderer will be required to enter into a Management Agreement with Council for a period of two (2) years with the option for an additional two x 1 year terms.*

In the event that the successful Tenderer wishes to exercise the option for the additional one year terms, the successful Tenderer must submit a written request no later than six (6) months prior to the Completion Date (as specified in the Contract schedule), for Council's consideration and subsequent approval. Tenderers are advised that Council may elect to refuse the option request, in its absolute discretion.

This shorter management agreement term is in recognition of Council's long term commitment to undertake a major upgrade of the swimming pool complex”.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

The tender period opened on 16 April 2021 with a closing date of 10 May 2021

The tender was advertised in the Western Star online between the 16 April and 10 May 2021.

Denise Spencer Swimming Pool Management Agreement

15/4/2021

A.B.N. 99324089164
Tender - Denise Spencer Swimming Pool Management Agreement

Tender Number - 21034

Maranoa Regional Council invites suitably qualified and experienced businesses to tender for the Denise Spencer Swimming Pool Management Agreement.


Tenders close at 10 am, 10 May 2021.

Tender documents (including specification and tender response form) can be obtained from www.lgtenderbox.com.au or www.vendorpanel.com.au

Submissions received after the closing date and time will not be accepted. Only electronic submissions uploaded in the LG Tender Box or Vendorpanel will be considered.

Julie Reitano
Chief Executive Officer

Roma 4455



Sixteen (16) entities/individuals downloaded the tender documents from LG Tender Box.

One Tender was received, as summarised below:

No.	Tenderer	Proposed Annual Mgt Fee (incl GST)	Comments
1	Stacey Ann Robertson	\$529,250	Conforming Tender "I would like sole coaching and teaching rights".

2	Stacey Ann Robertson	\$418,750	Non – Conforming Tender (Option 1) “I propose that free general admission only applies during school hours from 9am – 3pm. This will benefit young families, the elderly, disability and support services and the unemployed. I would like to see an entry cost remain for patrons outside of school hours. I would like sole coaching and teaching rights.”
3	Stacey Ann Robertson	\$350,750	Non – Conforming Tender (Option 2) “No Free Pool Entry as per current arrangements My reasons for these alternatives include: <ul style="list-style-type: none"> - Cut costs for councils. - free entry days in the past have resulted in an unmanageable amount of people to supervise with staffing. - Fighting amongst youths and attacks on staff often resulting in police calls - The additional cleaning and maintenance requirements required. I would like sole coaching and teaching rights.”

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

N/A

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

As only one submission conforming was obtained for this Tender, the evaluation panel did not meet to complete the scoring. The preliminary evaluation (and scoring) was completed by Manager - Procurement & Plant, with the outcomes documented in this report. The remainder of the evaluation panel reviewed the report and recommendation after the completion of the probity paperwork.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

N/A

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Pending Council's approval, \$529,250 per annum (including GST) will be assigned to Work Order W:14274.2325.2002 (Roma Swimming Pool Operations – Management Fees)

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

The contract will remain in effect for a two year period with the option for an additional two x 1 year terms. It is expected that budgets will be available for these future years.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

N/A

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Assessing Value for Money	<p>As only one submission was obtained for this Tender, the evaluation panel could not immediately assess the response against the 'value for money' criterion.</p> <p>The tendered rate (\$529,250 per annum including GST) is significantly higher than the most recent management agreement (\$110,835.87) including GST.</p>

--	--

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The recommendation is to enter into negotiations with Stacey Ann Robertson (conforming Tender) as the preferred respondent to Tender 21034, noting the tendered value of \$529,250 inclusive of GST per annum based on the current opening hours:

Current Opening Hours

Day	Morning	Afternoon
<i>Monday</i>	<i>5.00 am – 8.00 am</i>	<i>3.00 pm – 6.30 pm</i>
<i>Tuesday</i>	<i>5.00 am – 8.00 am</i>	<i>10.00 am – 6.30 pm</i>
<i>Wednesday</i>	<i>5.00 am – 8.00 am</i>	<i>10.00 am – 6.30 pm</i>
<i>Thursday</i>	<i>5.00 am – 8.00 am</i>	<i>10.00 am – 5.30 pm</i>
<i>Friday</i>	<i>5.00 am – 8.00 am</i>	<i>10.00 am – 6.30 pm</i>
<i>Saturday</i>	<i>10.00 am – 6.00 pm</i>	<i>10.00 am – 6.00 pm</i>
<i>Sunday</i>	<i>10.00 am – 6.00 pm</i>	<i>10.00 am – 6.00 pm</i>

NB: Opening hours are determined by Council and if the contractor wishes to alter the current opening hours permission will need to be sought from Council. The pool closes on Christmas Day, Boxing Day, Good Friday and restricted trading hours on Anzac Day in accordance with Queensland prescribed non-trading hours.

The Denise Spencer pool is closed to the public for four weeks during the month of July. During this time, the contractor must continue to maintain the pool, wet park, grounds and amenities.

This recommendation has been formed on the basis of the Tenderer's submission and previous experience managing the Swimming Pool and the only tender submission.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That:

1. Council select Stacey Ann Robertson as the recommended Tenderer for Tender 21034 – Denise Spencer Pool Management Agreement at the tendered price of \$529,250 per annum (including GST).
2. Council allocate funds in the 2021/22 budget and future budgets, to fund the \$418,414.13 (including GST) increase in the annual management fee.
3. Council delegate authority to the Chief Executive Officer to enter into final negotiations with Stacey Ann Robertson and execute the Management Agreement (two years with the option for an additional two x 1 year terms) if the terms are acceptable.

Link to Operational Plan Function:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.13 Sport, recreation and community wellbeing

Supporting Documentation:

[1](#) Tender Evaluation Report

D21/44815

Report authorised by:

Deputy Chief Executive Officer/Acting Director Infrastructure Services

CONFIDENTIAL

EVALUATION OF TENDER RESPONSES

RFT 21034

Denise Spencer Swimming Pool Management Agreement

REPORT COORDINATED BY:
Michael Worthington

ON BEHALF OF THE TENDER EVALUATION PANEL

- Manager • Facilities (Land, Buildings & Structures)
- Manager-Procurement & Plant

JUNE 2021



**TENDER 21034 ASSESSMENT**

1.	EXECUTIVE SUMMARY	3
2.	BACKGROUND	3
3.	SCOPE	4
4.	ADVERTISING DETAILS	4
5.	TENDER PERIOD	4
6.	LEVEL OF INTEREST FROM THE MARKET	5
7.	TENDER EVALUATION PANEL MEMBERS & CONSULTATION	5
8.	TENDER SUBMISSIONS RECEIVED	5
9.	TENDER EVALUATION PROCESS	5
10.	FINDINGS ANALYSIS, OBSERVATIONS AND RECOMMENDATIONS	7
11.	EVALUATION SCORING	12

TENDER 21034 ASSESSMENT



1. EXECUTIVE SUMMARY

This report summarises the evaluation process undertaken for Tender 21034 – Denise Spencer Swimming Pool Management Agreement.

The tender period opened on 14 April 2021 with a closing date of 7 May 2021. One conforming Tender and two non-conforming tenders were received from Stacey Ann Robertson trading as Stacey Ann Robertson and Stacey's Aqua Stars Swim School and is summarised below:

NO		Tenderer	Proposed Annual Mgt Fee (incl GST)	Score
1	Conforming Tender	Stacey Ann Robertson	\$539,250	94
2.0	Non – Conforming Tender (Option 1)	Stacey Ann Robertson	\$418,750	Not Scored
2.1	Non – Conforming Tender (Option 2)	Stacey Ann Robertson	\$350,750	Not Scored

The Tender Evaluation Panel (TEP) comprised the following Council staff members:

- Manager • Facilities (Land, Buildings & Structures)
- Manager-Procurement & Plant

The TEP did not evaluate the non-conforming tenders as this was not aligned with Council's intention to provide free entry into the swimming pool. The non-conforming tenders are included for Council to consider these alternatives, if they so desire.

The recommendation is to enter into negotiations with Stacey Ann Robertson (conforming Tender) as the preferred respondent to Tender 21034, noting the tendered value of \$539,250 inclusive of GST per annum based on the current opening hours:

Current Opening Hours

The swimming season runs from September – March/April.

Day	Morning	Afternoon
Monday	5.00 am – 8.00 am	3.00 pm – 6.30 pm
Tuesday	5.00 am – 8.00 am	10.00 am – 6.30 pm
Wednesday	5.00 am – 8.00 am	10.00 am – 6.30 pm
Thursday	5.00 am – 8.00 am	10.00 am – 5.30 pm
Friday	5.00 am – 8.00 am	10.00 am – 6.30 pm
Saturday	10.00 am – 6.00 pm	10.00 am – 6.00 pm
Sunday	10.00 am – 6.00 pm	10.00 am – 6.00 pm

NB: Opening hours are determined by Council and if the contractor wishes to alter the current opening hours permission will need to be sought from Council. The pool closes on Christmas Day, Boxing Day, Good Friday and restricted trading hours on Anzac Day in accordance with Queensland prescribed non-trading hours.

This recommendation has been formed on the basis of the Tenderer's submission and previous experience managing the Swimming Pools and the only tender submission.

2. BACKGROUND

Council publicly advertised the tender, inviting suitably qualified and experienced businesses (or individuals) to submit supporting documentation and propose an annual management fee for the provision of services under the Denise Spencer Swimming Pool Management Agreement.

TENDER 21034 ASSESSMENT



3. SCOPE

The successful Tenderer will be responsible for the day-to-day operation of the Denise Spencer Swimming Pool. The Denise Spencer Swimming Pool consists of a 50-metre swimming pool and a water play park. The swimming pool is widely utilised by the local swimming club, schools, community groups, sporting clubs and local residents.

Also located within the Denise Spencer Swimming Pool Complex is–

- Main pool building with canteen/kiosk, change rooms, amenities, first aid room and storerooms;
- Swimming Club room (any approvals to use these rooms must be negotiated with Roma Swimming Club);
- Plant / filtration and chlorination treatment facility;
- Chemical storage facility.

The operation of the Denise Spencer Swimming Pool will be governed by the provisions contained within Part 5 – Draft Management Agreement, the *Queensland Health Swimming and Spa Pool Water Quality and Operational Guidelines* published by the Queensland Government, and the *Guidelines for Safe Pool Operations* published by the Royal Life Saving Society.

4. ADVERTISING DETAILS

The tender was advertised in the Western Star online between the 16 April and 10 May 2021.

5. TENDER PERIOD

The tender period opened on 16 April 2021 with a closing date of 10 May 2021.

Denise Spencer Swimming Pool Management Agreement

15/4/2021

A.B.N. 99324089164

Tender - Denise Spencer Swimming Pool Management Agreement

Tender Number - 21034

Maranoa Regional Council invites suitably qualified and experienced businesses to tender for the Denise Spencer Swimming Pool Management Agreement.

Tenders close at 10 am, 10 May 2021.

Tender documents (including specification and tender response form) can be obtained from www.lgtenderbox.com.au or www.vendorpanel.com.au

Submissions received after the closing date and time will not be accepted. Only electronic submissions uploaded in the LG Tender Box or Vendorpanel will be considered.

Julie Reitano
Chief Executive Officer

Roma 4455

TENDER 21034 ASSESSMENT



6. LEVEL OF INTEREST FROM THE MARKET

Sixteen (16) entities/individuals downloaded the tender documents from LG Tender Box, with Council receiving one (1) tender.

7. TENDER EVALUATION PANEL MEMBERS & CONSULTATION

The Tender Evaluation Panel (TEP) comprised the following Council staff members:

- Manager - Facilities (Land, Buildings & Structures)
- Manager - Procurement & Plant

8. TENDER SUBMISSIONS RECEIVED

A total of one tender was assessed. The Tender was received from:

No.	Tender	Tenderer
1	Conforming Tender	Stacey Ann Robertson
2	Non – Conforming Tender (Option 1)	Stacey Ann Robertson
3	Non – Conforming Tender (Option 2)	Stacey Ann Robertson

9. TENDER EVALUATION PROCESS

Overview

Before undertaking the scoring evaluation, the tender was assessed for compliance. Minor non-conformances were identified:

Tenderer	Brief Detail of Non-Compliance
Stacey Ann Robertson	<ul style="list-style-type: none"> • No insurance documentation (Will provide insurance if the successful tenderer)

Part 4 Tender Response – Section 3 Statement of Departures

Tenderers were asked to set out particulars of all matters in respect of which the tender varies from the requirements of the Tender Documents. No Statement of Departures was received.

Departures		
No.	Tenders	Departures
1	Conforming Tender	I would like sole coaching and teaching rights.
2	Non – Conforming Tender (Option 1)	<p>Option 1</p> <p>I propose that free general admission only applies during school hours from 9am – 3pm. This will benefit young families, the elderly, disability and support services and the unemployed.</p> <p>I would like to see an entry cost remain for patrons outside of school hours.</p> <p>I would like sole coaching and teaching rights.</p>

TENDER 21034 ASSESSMENT



Departures		
No.	Tenders	Departures
3	Non – Conforming Tender (Option 2)	<p>Option 2 - No Free Pool Entry as per current arrangements</p> <p>My reasons for these alternatives include:</p> <ul style="list-style-type: none"> - Cut costs for councils. - free entry days in the past have resulted in an unmanageable amount of people to supervise with staffing. - Fighting amongst youths and attacks on staff often resulting in police calls - The additional cleaning and maintenance requirements required. <p>I would like sole coaching and teaching rights</p>

Evaluation Criteria

Council will be evaluating Tender Responses based on the following criteria:

Evaluation Criteria	Points
About the Tenderer's Business	30 points
Qualifications, Skills and Experience of Key Personnel	20 points
Price	35 points
Contribution to the Local Economy	15 points
Declaration of Actual, Potential or Perceived Conflicts of Interest	Mandatory

(a) GENERAL REQUIREMENTS

Tenderers were advised that Council would consider the following elements when evaluating the Tenderer's Organisation:

- (a) Review of Business-Business Overview, ASIC Company Extract, Business Plan
- (b) Previous experience, Referees
- (c) Review of Financial Information
- (d) Insurance Coverage
- (e) Management of Safety Risks Associated with the Contractor's Operations

The scores are detailed in the Findings Analysis section (section 10) of this report.

Compliance Considerations (YES / NO)

The following table provides an overview of the general information provided by the Tenderer (overview of the business, ASIC company extract & insurance details).

Part 4 - Tender Response also asked key questions about the financial capacity of the company (to ensure that there are no major financial risks). The response also sought to identify any conflicts of interest that need to be managed.

TENDER 21034 ASSESSMENT



Tenderer	Compliance Considerations (30 points)						
	Acceptance & Acknowledgement of Documents	Execution of Tender	Business Overview	ASIC Company Extract	Insurance Coverage	Financial Pass/Fail	Conflicts of Interest (Any issues?)
Stacey Ann Robertson (Conforming Tender) 20 points	Yes	Yes	2-page business profile provided containing adequate information.	Not applicable	Public Liability Insurance: Policy No. Not provided but will obtain insurance if successful. Workcover: Not provided but will obtain insurance if successful.	Yes	No
Stacey Ann Robertson (Non-Conforming Tender) 20 points	Yes	Yes	2-page business profile provided containing adequate information.	Not applicable	Public Liability Insurance: Policy No. Not provided but will obtain insurance if successful. Workcover: Not provided but will obtain insurance if successful.	Yes	No

(b) CONTRIBUTION TO THE LOCAL ECONOMY

The Tenderer was evaluated by using Council's 5 Star rating process.

Stars	Criterion	Stacey Ann Robertson
5 Star (15 points)	100% ownership in region	<input checked="" type="checkbox"/>
	90% employees reside in region	<input checked="" type="checkbox"/>
	Head office in region	<input checked="" type="checkbox"/>
4 Star (12 points)	> 75% ownership in region	<input type="checkbox"/>
	> 75% employees reside in region	<input type="checkbox"/>
	Head office in region	<input type="checkbox"/>
3 Star (9 points)	> 1 or more owners in region	<input type="checkbox"/>
	> 25% employees reside in region	<input type="checkbox"/>
	Office/branch in the region	<input type="checkbox"/>
2 Star (6 points)	Business is ratepayer in the region	<input type="checkbox"/>
	Employs residents of the region	<input type="checkbox"/>
	Office/branch in the region	<input type="checkbox"/>
1 Star (3 points)	Business is ratepayer or long-term lessee	<input type="checkbox"/>
	Employs residents of the region	<input type="checkbox"/>
	Office in the region	<input type="checkbox"/>
Local Content Score		15 points

10. FINDINGS ANALYSIS, OBSERVATIONS AND RECOMMENDATIONS

As only one submission conforming was obtained for this Tender, the evaluation panel did not meet to complete the scoring. The preliminary evaluation (and scoring) was completed by Manager - Procurement & Plant, with the outcomes documented in this report. The remainder of the evaluation panel reviewed the report and recommendation after the completion of the probity paperwork.

The recommendation is to enter into negotiations with Stacey Ann Robertson as the preferred respondent to Tender 21034, noting the tendered value of \$539,250 inclusive of GST per annum.

This recommendation has been formed on the basis of the Tenderer's previous experience managing Swimming Pools and tender submission.

TENDER 21034 ASSESSMENT

**Price**

Price is calculated using the formula:

- Minimum price submission – receives full score (in this case 35 points)
- All other submissions are evaluated using the formula
(*minimum price / submission price*) x 100) x weighting.
- Price formula results in proportional increases/decreases in the score, in accordance with changes in price.

In this case however, as a sole Tenderer, the submission receives the full 35 point score.

No.	Tenderer	Proposed Annual Mgt Fee (incl GST)	Comments
1	Stacey Ann Robertson	\$539,250	Conforming Tender
2	Stacey Ann Robertson	\$418,750	Non – Conforming Tender (Option 1)
3	Stacey Ann Robertson	\$350,750	Non – Conforming Tender (Option 2)

Tenderer's Business & Personnel

A detailed overview of the evaluation observations for the *tenderer's business* and *personnel* is available in the following table.

Criteria	Stacey Ann Robertson
	Evaluation score
Business Overview (30 points)	2-page business profile provided includes previous experience and specialised capabilities, training, Tenderer has managed the Cloncurry Swimming Pool 8/2010 to 01/2014 and Denise Spencer Pool 12/2014 to current. Also includes management systems used, marketing, continuous improvement and innovation and working with industry. 25 out of 30
Management of Safety Risks (30 points)	Commentary included in Tender Response: Please find attached documents currently in use for maintaining Health and Safety of the Pool facilities Documents provided include: <ul style="list-style-type: none"> • Daily task sheet • Roma Swimming Pool Lifeguard Supervision Plan • Maintenance Schedule (month of May only) • Employee and Safety Handbook • Water Testing Procedure 20 out of 30
Business Plan (30 points)	<p>How business will be operated – references the practical operation of the business (all aspects) and how this is facilitated.</p> <p>Products and Services – provides a list of products and services capable to be supplied.</p> <p>Understanding of nature of business – good understanding of operational aspects of pool management. Good understanding of the changing nature of the business.</p> <p>Key Milestones – include:</p> <ul style="list-style-type: none"> • Down Syndrome Swimming Australia - Coach and Support Person (2019 – current) • Chief timekeeper for Special Olympian (2021) • The reach and size of Stacey's Aqua Stars Swim School in the Maranoa Region <p>Staffing levels – Manager, Assistant Manager, 6 x lifeguards and 7 x Teachers, 2 x Administrative & other staff</p> <p>Market Analysis (tourism & local visitors) – Indicates that residents are the target demographic.</p> <p>Vision, goals and objectives – promote water safety, maintain accreditation, training of staff, build swimming squad. 25 out of 30</p>
Licences & Competencies	Met requirements of specification, full list of qualifications including:

TENDER 21034 ASSESSMENT



Criteria	Stacey Ann Robertson
	Evaluation score
(30 points)	<ul style="list-style-type: none"> • Blue Card (798604/6) Exp 06/04/2023 • White Card (CPCCOHS1001A) Work Safely in the Construction Industry (June 2014) • Car Licence • Boat and Jet ski Licence • Firearms Licence • Specialised Capabilities, including: <ul style="list-style-type: none"> • Qualified to train swim teachers <ul style="list-style-type: none"> • Learn to swim • Disabilities • Infants and toddlers • CALD and adults • First level coaches • Qualified to train nationally accredited Pool Lifeguard, first aid, first aid in the care setting, Bronze medallion and CPR <ul style="list-style-type: none"> • Training and Skills <ul style="list-style-type: none"> • Bronze/Silver Coach • Master Coach • Open water Coach • Disability Coach • Coach and Team support for Down Syndrome swimming Australia • Coach, head timekeeper for Special Olympians – Swimming • National Royal Lifesaving Official • Teacher of swimming, Infants and toddlers, disabilities, CALD, adults and teenagers • Cert 4 in training and assessing • Cert 3 in Childcare • Enrolled in cert 4 in pool operations • Cert 3 and 4 in fitness • Specialised children group instructor • Aging functional specialist • Rheumatoid and arthritis specialist • Pre and post-natal etc • Thump boxing instructor • Power bags, kettle bells and battle rope instructor • Suspension trainer
	30 out 30

Key Personnel – CV's and Licences/Qualifications

Respondent	Comments
Stacey Ann Robertson	<ul style="list-style-type: none"> • Licences and Tickets <ul style="list-style-type: none"> • Blue Card (798604/6) Exp 06/04/2023 • White Card (CPCCOHS1001A) Work Safely in the Construction Industry (June 2014) • Car Licence • Boat and Jet ski Licence • Firearms Licence • Education and Qualifications <ul style="list-style-type: none"> • Quality, Safety and You' - NDIS Worker Orientation Module (September 2020) • Infection Control Training – COVID 19 (September 2020) • Boot camp for Kids: Level 1 (August 2020) • Boot camp for Kids: Level 2 (August 2020) • Pregnancy and Post-Natal Training for Personal Trainers (August 2020) • Functional Ageing and Exercise Specialist (June 2020) • Bodyweight Essentials: Sub30 Core (June 2020) • Training the bigger clients – from obesity through to Bariatrics (June 2020) • Arthritis Essentials (Online) Musculoskeletal Conditions (MSKINF001) (June 2020) • Polar Training Zone: Specialised Heart Rate Training (June 2020) • Polar Education Zone: Advanced Heart Rate Training (June 2020)

TENDER 21034 ASSESSMENT



Respondent	Comments
	<ul style="list-style-type: none"> • Polar Education Zone: Basic Heart Rate Training (June 2020) • SAF Aqua Drums Vibes (July 2019) • Aqua Day (National Program) (June 2019) • Gymstick H2O (June 2019) • Aqua Day (National Program) (September 2018) • Fundamentals of Mobility for Functional Training Level 1 (March 2017) • Certified Suspension Training Coach (March 2017) • Battling Ropes (July 2016) • Power Bags (July 2016) • Group FX (July 2016) • Mini Moves Accreditation Course (October 2014) • THUMP Boxing Advances Course (May 2014) • The Injury Prevention System (August 2012) • Extreme Aqua 2 (May 2012) • Shallow Aqua (May 2012) • Rehab Trainer Masterclass (October 2010) • Aqua Aerobics Instructor (May 2010) • Aqua Poles Instructor • Currently enrolled in Master Functional Trainer Course • Currently enrolled in Cert 4 in Weight Management • Currently enrolled in Cert 4 in Mental Health • Certificate 4 in Training and Assessment (TAE40116) (April 2019) • Certificate 4 in Fitness (SIS 40210) (August 2014) • Certificate 3 in Fitness (SRF 203206) (February 2012) • National Competition Official (RLSSA Level 1 Category A and B) (August 2013) • Certificate 2 in Water Industry Operations (NWP20101) (November 2009) • Certificate of Childcare (CNH44) (1990, January 1999) – Currently in RPL Process • Royal Lifesaving Society Queensland Competency Based Trainer & Assessor CFBP_15200 • I train and assess all the following RLSSQ courses • Royal Lifesaving Society Queensland Perform Cardiopulmonary Resuscitation – HLTAID001 • Royal Lifesaving Society Queensland Provide Basic Emergency Life Support - HLTAID002 • Royal Lifesaving Society Queensland First Aid – HLTAID003 • RLSSQ First Aid Response in an Educational & Care Setting -HLTAID004 • RLSSQ Bronze Medallion Award –SISCAQU202A • RLSSQ Administer Oxygen in an Emergency Situation – PUAEME003C • Royal Lifesaving Society Queensland Pool Lifeguard – SISCAQU306A & SISCAQU307A • Royal Lifesaving Society Queensland Grey medallion Trainer • Royal Lifesaving Society Queensland Level 2 Recreational Trainer • Royal Lifesaving Trainer of the year 2013-2014 • Royal Lifesaving Society Australia National Official - Level 1 in Category B: Speed Events • Queensland Ambulance Service First Responder • Queensland Ambulance Service Community Coordinator and Peer Trainer • Queensland Ambulance Service RESQ Roos Presenter • St John's Ambulance First Responder - 04108 • AUSTSWIM Teacher of Swimming and Water Safety (February 2009) • AUSTSWIM Teacher of Aquatics to People of Disabilities (July 2009) • AUSTSWIM Teacher of Infant Aquatics (April 2009) • AUSTSWIM Course Presenter Teach of Swimming and Water Safety (November 2012) • AUSTSWIM NO: 98419 • Swim Australia Course Administrator/Presenter (November 2011) • Swim Australia Teacher of Babies and Toddlers • Swim Australia Teacher of Learners with Disability • Swim Australia Teacher of Competitive Swimming • Swim Australia Teacher of Adults and Teenagers • Swimming Australia Junior Squad and Assistant Coach • Swimming Australia Bronze Licence • Swimming Australia Coaching Swimmers with a Disability • ASCTA (Swimming Australia) NCAS ID 6094242, Teacher ID 894, ASCTA ID 21021

TENDER 21034 ASSESSMENT



Respondent	Comments
	<ul style="list-style-type: none"> (Completed all written and practical assessment for Silver Licence in Coaching-last requirement is to get 6 athletes to the Nationals in the next 4 years)
Monique Robertson	<ul style="list-style-type: none"> HLTAID001 – Provide Cardiopulmonary Resuscitation PUAEME001 – Provide Emergency Care PUAEME003 – Administer Oxygen in an Emergency Pool Lifeguard Award Valid until 17/01/2022 Royal Life Saving Pool Lifeguard Award Certificate
Hayley Campbell	<ul style="list-style-type: none"> HLTAID001 – Provide Cardiopulmonary Resuscitation PUAEME001B – Provide Emergency Care PUAEME003C – Administer Oxygen in an Emergency Situation SISCAQU002 - Perform Basic Water Rescues SISCAQU006 – Supervise clients in Aquatic Locations SISCAQU007 - Perform Advanced Water Rescues SISCAQU008 – Instruct Water Familiarisation, buoyancy and mobility skills. SISCAQU009 – Instruct Water Safety and Survival Skills SISCCRO302A – Apply Legal and Ethical instructional Skills SISCAQU002 – Perform Basic Water Rescues SISCAQU010 – instruct Swimming Strokes Accredited Teacher of Swimming and Water Safety Graduate Diploma in Learning and Teaching Positive Notice Blue Card Austswim Licence 2354096
Mitch Greigg	<ul style="list-style-type: none"> HLTAID001 – Provide Cardiopulmonary Resuscitation HLTAID002 – Provide Basic Emergency Life Support HLTAID003 – Provide First Aid
Wayne Bryant	<ul style="list-style-type: none"> Working with Children Card Pool Lifeguard Award HLTAID001 – Provide Cardiopulmonary Resuscitation PUAEME001B – Provide Emergency Care PUAEME003C – Administer Oxygen in an Emergency Situation SISCAQU002 - Perform Basic Water Rescues SISCAQU006 – Supervise clients in Aquatic Locations SISCAQU007 - Perform Advanced Water Rescues HLTAID005 – Provide First Aid in Remote Situations HLTAID002 – Provide Basic Emergency Life Support HLTAID003 – Provide First Aid

Tenderer	References/Project Experience
	25 points
Stacey Ann Robertson	<p>Referee 1: Client: Down Syndrome Swimming Australia Contact: Craig Tobin (Head Coach), 0428 711 739, bsm@downsyndromewqld.org.au</p> <p>Referee 2: Client: Maranoa Regional Council Contact: Gavin Pallisier – Land Administration Officer (46246913, Gavin.Pallisier@maranoa.qld.gov.au</p>

TENDER 21034 ASSESSMENT



11. EVALUATION SCORING AND RECOMMENDATION

a) Evaluation Table (full)

This table shows how individual items were scored by the evaluation panel.

Stacey Ann Robertson	Total Evaluation score
Business Overview (30 points)	25
Compliance details (30 points)	20
Management of Safety Risks (30 points)	20
Business Plan (30 points)	25
Licences and Competencies (30 points)	30
Score (out of 30 points) =	120
Tenderer's Business (weighted score out of 30 points)	24
Licences & Competencies (20 points)	20
Local Content (15 points)	15
Price (35 points)	35
Total (out of 100 points)	94

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 8 June 2021

Item Number: 13.3

File Number: D21/45360

SUBJECT HEADING: Payment to Queensland Local Government Mutual managed by Jardine Lloyd Thompson Pty Ltd - Annual Liability Insurance Payment.

Classification: Open Access

Officer's Title: Council Buildings & Structures Maintenance Officer / Team Coordination

Executive Summary:

Council has received the annual invoice from Queensland Local Government Mutual for Public Liability – Professional Indemnity and Local Government Liability Coverage for 2021/22.

Officer's Recommendation:

That Council:

1. Authorise payment to Queensland Local Government Mutual (LGM Liability), totalling \$335,328.36 (including GST), being payment for LGM Liability Membership Contribution 2021/22 – \$366,754.08 less annual Surplus Distribution \$31,425.72.
2. Authorise the Chief Executive Officer to raise a purchase order with expenditure assigned to the 2021/22 budget allocation for liability insurance.
3. Authorise the Chief Executive Officer to complete future payments invoiced by Queensland Local Government Mutual in accordance with budget approvals.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Queensland Local Government Mutual – Managed by Jardine Lloyd Thompson Pty Ltd

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
LGM	Queensland Local Government Mutual

Context:***Why is the matter coming before Council?***

This matter is tabled for Council's consideration as the invoice value exceeds Officers' delegations (\$200,000 ex GST). Council's approval is required to form a large-sized contractual commitment that exceeds \$200,000 ex GST.

Background:***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Council has liability insurance coverage through Local Government Mutual Liability (LGM). The Local Government Association of Queensland is the trustee of Local Government Mutual Liability and through the LGM Queensland Board of Management, oversees the administration of Local Government Mutual Liability. Local Government Mutual Liability is entirely owned and operated by Queensland Local Government.

Council has received its membership report from Local Government Mutual Liability. The report includes Council's premiums for the 2021/22 financial year. For Councillors information, details of premiums paid in the 2018/19, 2019/20 and 2020/21 financial years are also included below.

	2021/22	2020/21	2019/20	2018/19
Maranoa Regional Council's LGM Liability Contribution.	\$335,328.36	\$295,573.72	\$277,433.11	\$277,256.61

An increase of 13.45% was observed over last year's premium.

Limits of the suite of covers provided for each LGM Liability Member are:

LGM Liability Covers	Limit of Indemnity
Public Liability	\$600 million each claim
Products Liability	\$600 million in the aggregate each Member
Professional Indemnity	\$600 million in the aggregate each Member
Councillors & Officers Liability	\$10 million in the aggregate each Member
Employment Practices Liability	\$2 million in the aggregate each Member
Cyber Liability	\$2 million in the aggregate each Member
Casual Hirers Liability	\$10 million (\$20 million automatic increase)

Council received its maximum rebate for submitting its risk management documentation in full.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:***What does the legislation and other statutory instruments include about the matter under consideration?***

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

The LGAQ as Trustee of Local Government Mutual Liability sought legal advice in relation to current and future scheme members need to comply with the default contracting procedures (contained in Chapter 6 of the *Local Government Regulation 2012* before renewing their membership, or becoming a new member of the scheme).

This advice does not consider that the payment of a membership contribution by a Council, to the mutual scheme, amounts to a contractual arrangement for the support of goods and services in the manner contemplated by the default contracting procedures. As such the advice argues that there is no need for Councils to comply with the default contracting provisions of the Regulation, before becoming a member of the scheme or renewing their membership of the scheme.

A local government may enter into a large sized contractual arrangement without first inviting written quotes or tenders if the contract is made with, or under an arrangement with, a government agency (s235(f) *Local Government Regulation 2012*). In approving the recommendation, Council will be paying a government agency; therefore, a quote/tender process is not required.

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Nil

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Pending Council's approval of the recommendation, the invoice will be costed to the 2021/22 budget allocation for insurance.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Council will be liable for similar annual contributions in the future. This will be a recurring budget item in Council's Facilities Operations Budget.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?
(Interested Parties Analysis - IS9001:2015)

Nil

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Financial	Financial implications of not having insurance could be catastrophic to business.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council approve payment to Local Government Mutual Liability.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council:

1. Authorise payment to Queensland Local Government Mutual (LGM Liability), totalling \$335,328.36 (including GST), being payment for LGM Liability Membership Contribution 2021/22 – \$366,754.08 less annual Surplus Distribution \$31,425.72.
2. Authorise the Chief Executive Officer to raise a purchase order with expenditure assigned to the 2021/22 budget allocation for liability insurance.
3. Authorise the Chief Executive Officer to complete future payments invoiced by Queensland Local Government Mutual in accordance with budget approvals.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.10 Facilities

Supporting Documentation:

[1](#) Maranoa LGM Liability Membership Contribution Notice D21/45433
2021-22

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)

Deputy Chief Executive Officer/Acting Director Infrastructure Services



1 June 2021

Chief Executive Officer
Maranoa Regional Council
PO Box 42
MITCHELL Qld 4465

Queensland Local Government Mutual
ABN 48 871 511 808

Managed by
JLT Risk Solutions Pty Ltd
ABN 69 009 098 864

27 Evelyn Street
Newstead QLD 4006

PO Box 2321
Fortitude Valley BC QLD 4006
Tel +61 7 3000 5555
Direct +61 7 3000 5519
Mobile +61 418 430 174
Fax +61 7 3000 5550
Email Jenny.Dooley@jlta.com.au

LGM LIABILITY MEMBERSHIP 2021/22

The LGM Queensland Board of Management has established membership contributions and supporting liability cover arrangements for the 2021/22 period.

Specifics of the LGM Liability membership arrangements along with the covers, risk management and other services available to Members are detailed below and in the attached invoice and certificate of currency.

While general insurance markets have hardened significantly in recent years, LGM Liability has continued to provide a stability in availability, cost and consistency in risk management focused initiatives. The general market naturally has implications for necessary supporting insurance prudently required, however it is important to recognise that LGM Liability has been deliberately structured as a member owned mutual vehicle to:

- ensure long term availability of coverage
- ensure long term stability and sustainability of cost, and
- be supported to better understand and manage risks faced by the sector.

The ongoing COVID-19 pandemic continues to have significant global financial impacts with obvious implications for Qld local government.

All member Councils that participated in the annual Risk Self-Assessment Survey will again receive the benefit of the rebates to reduce the total membership contribution.

The LGAQ as Trustee has declared a surplus distribution of \$2.45 million to be distributed to all continuing Members in proportion to member contributions. This distribution has been made possible by the ongoing commitment of Members to both the LGM Liability mutual as well as continuous improvement their individual and collective management of risk.

This distribution to Members continues to demonstrate benefits arising from mutual ownership, which allows operating surpluses to be retained and where appropriate distributed to Members in the form of financial dividends and additional services.



LGM LIABILITY MEMBERSHIP PERFORMANCE UPDATE

LGM Liability continues to exist for the sole purpose of benefiting Queensland local government by providing effective and appropriate coverage for the legal liability of Members with a long term goal of achieving cost stability and minimising the impacts of volatility experienced in the general insurance and financial sectors.

The LGW / LGM Annual Report for 2019/20 confirms that LGM continues to perform well financially.

The LGM General Liability (public liability and professional indemnity) portfolio has tracked steadily and the actuarial claims forecast remains positive. This is notwithstanding some significant claims in excess of the \$1m that LGM Liability retains for each and every claim.

From 30 June 2019, LGM Liability members have been provided with Cyber Liability cover in response to the increased cyber exposure for all entities, including local governments. This cover was provided to Members in 2019/20 at no additional membership contribution. LGM will continue to partly fund the cost of this cover both this and next year.

The Councillors & Officers Liability (including employment practices liability) claims experience has suffered a considerable deterioration in the last 5 years due to a number of different factors including increases in the investigative focus of relevant agencies on the conduct of Councillors and Officers, related amendments to the relevant legislation and a number of significant employment related claims.

The broader Directors & Officers Liability market has suffered the most significant increase in rates over a sustained period of time. This has been driven by the multi-million dollar exposure relating to shareholder class actions within the context of hardening insurance market conditions more generally. The result has been reduction in capacity by all underwriters and in some instances their complete withdrawal from this market.

The LGM Casual Hirers Liability cover is unique in that it covers the liability of a casual hirer of any Council facility including parks and recreational areas. In doing so it provides Council with protection in the event of an injury or damage occurring on Council premises as a result of the hirer's negligence.

The cover has been enhanced in recent years to cover not only individual ad hoc hirers of Council facilities but also group hirers. The broader cover has seen a significant increase in the number of hires per year reported by Members.

COMMERCIAL LIABILITY INSURANCE ENVIRONMENT

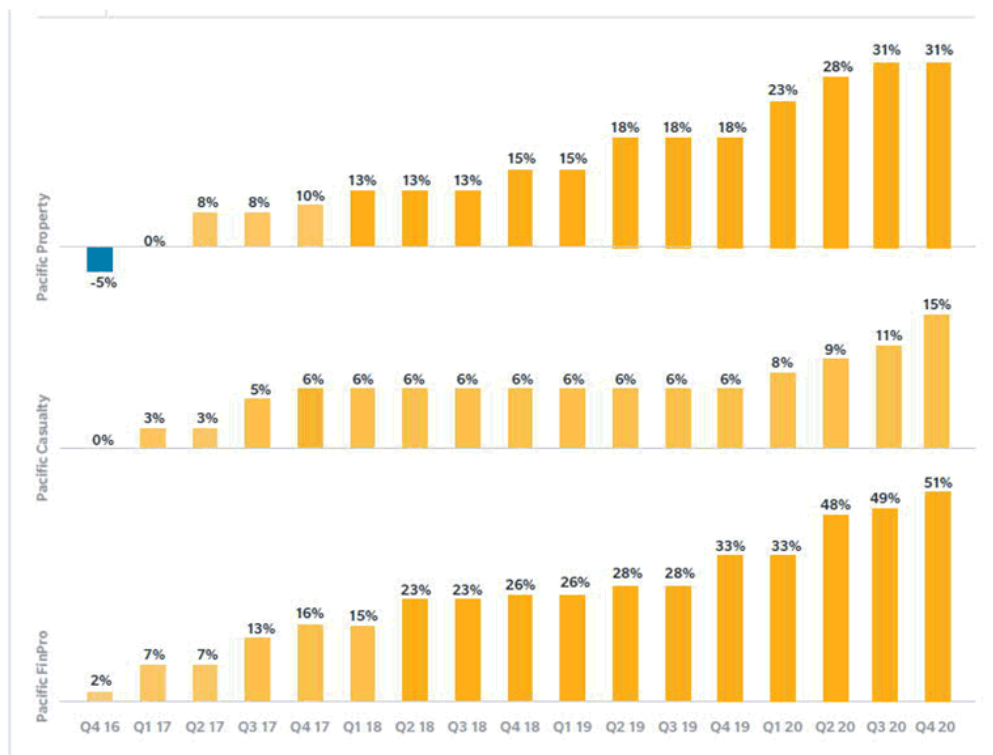
Over the past several years, general insurance including liability markets have hardened significantly. The major driver of these conditions has been the deteriorating loss experience of insurers resulting from an increase in significant and catastrophic claims.

Insurers have been seeking to respond to the deteriorating operating ratios and diminished investment returns in order to ensure that the market can continue to function and there is sufficient money available to meet claims.

Strategies used by insurers to achieve these outcomes include:

- Withdrawal from certain markets and/or lines of business
- Reduced capacity
- Contractions in policy cover – including reduced limits of liability, removal of cover for certain perils and narrower policy wording terms and conditions.
- Sustained and significant rate increases – in the last quarter of 2020 commercial insurance rates for the Pacific region (predominantly Australia but also New Zealand and the Pacific islands) had average rate increases of:
 - 15% for liability risks
 - 51% for financial lines risks

This Pacific Composite Insurance Pricing Change – By Major Coverage Line graphic from the Marsh Global Insurance Market Index released in February 2021 depicts the pricing trend for the Pacific region (by major coverage line) over the preceding 4 years, up to the end of 2020.



These conditions exist broadly across the insurance sector and notwithstanding that many individual risks have been free from losses. These underlying conditions are only likely to continue to deteriorate given the claims environment and current financial market conditions.

LIABILITY COVERS

Limits for the **suite of covers** provided for each LGM Liability Member are:

LGM LIABILITY COVERS	LIMIT OF INDEMNITY
Public Liability	\$600 million each claim
Products Liability	\$600 million in the aggregate each Member
Professional Indemnity	\$600 million in the aggregate each Member
Councillors & Officers Liability	\$10 million in the aggregate each Member
Employment Practices Liability	\$2 million in the aggregate each Member
Cyber Liability	\$2 million in the aggregate each Member
Casual Hirers Liability	\$10 million (\$20 million automatic increase)

From 30 June 2019 the general liability cover was also extended to include Members' liability arising from their operation of airports and aerodromes.

The cover also extends to include Members' liability arising from their operation of Remotely Piloted Aircraft (RPA) as permitted by and on the basis of compliance with Civil Aviation Safety Authority (CASA) Regulations and a 500 metre height restriction.

Electrical Contractor Consumer Protection liability cover continues to be included where needed by Members to satisfy statutory requirements.

A range of **supplementary covers** can also be arranged on behalf of Members where required including:

SUPPLEMENTARY COVERS
Councillors & Officers Liability for limits in excess of \$10 million
Pollution Legal Liability (environment / effluent reuse)
Uninsured Community Groups
Stallholders, Buskers and Artists Liability
Council Swimming Pool Lessees Liability
Caravan Park Lessees Liability

SUPPORTING INSURANCE PROGRAMS

By acting cooperatively for over 25 years, LGM Liability has:

- adopted a \$1 million self-insured retention and **enabled collective engagement** of Queensland local government with reinsurance markets at very keen prices
- avoided direct dependence upon the commercial public liability insurance market and its volatility in respect of availability and cost and need to satisfy the profit requirements of commercial insurer shareholders
- obtained further benefit by acting in concert with each of the state based Local Government liability schemes to purchase supporting public liability and professional indemnity excess layer cover
- achieved increased and enhanced cover with Public Liability and Professional Indemnity limits increased to \$600 million, with cover extended to Remotely Piloted Aircraft / Drone liability cover as well as Airport Operations liability
- ensured **certainty** about future programs.

RISK MANAGEMENT SERVICES

The LGM Risk Management Service continues to provide access to:

- technical yet practical liability risk management advice and materials, supported by a dedicated Senior Risk Consultant, including the development and release of new and reviewed Guides each year
- organisation wide Enterprise Risk Management (ERM) guidance and support
- the ongoing assistance of the LGMS Regional Risk Coordinators who partner at a strategic level with Councillors and senior officers to encourage ERM and respond to requirements of regulatory authorities including the Department of Local Government and the Queensland Audit Office
- JRS, an internet based risk management tool.

CLAIMS SERVICES

LGM Liability provides a unique claims management service which continues to develop processes to involve levels of **consultation with Members** which are not available from commercial insurers.

The claim services are delivered by

- a sophisticated and dedicated liability specialised team
- with high levels of relevant legal and risk industry qualifications, expertise and experience
- committed to Queensland Local Government demonstrated by long periods of involvement
- who continue to be based here in Queensland.

CLAIM NOTIFICATIONS

Any matter that the Member is aware of or which they should reasonably be aware of for one of the 'claims made' covers should be notified to LGM by 30 June 2021. The claims made liability covers are Professional Indemnity, Councillors & Officers Liability, Employment Practices Liability and Cyber Liability covers.

LGMS GOVERNANCE

As one of the three LGMS mutuals, LGM Liability has a robust governance framework which ensures that it operates effectively, remains accountable and is able to achieve its objectives. The LGMS governance framework is exemplified by:

- Local Government Association of Queensland trusteeship – as Trustee the LGAQ is bound by its fiduciary duty to act only in the interests of the scheme's beneficiaries, that being the Members
- Board and Management Committee oversight – each of the LGMS schemes is overseen by a Board or Management Committee comprised of current elected members, senior representatives of local government and legal and industry specialists
- Developed policies which are reviewed on an annual basis relating to risk management, corporate governance, capital management, investments, member contributions, related party disclosures and delegations
- The provision to Members of detailed financial statements by way of an Annual Report which is subject to audit by the Queensland Audit Office each year.

Members may at any time direct governance queries directly through to the LGAQ as scheme Trustee.

LGM BOARD OF MANAGEMENT

The LGM Board of Management and various committees oversees the operation of both the LGM Liability and LGM Assets schemes. Each board member comes with significant direct local government experience. This in-depth understanding of what is a complex industry ensures all Members interests are represented.

The LGM Board has considered and determined membership contributions and supporting liability cover arrangements for the 2021/22 period.

MEMBERSHIP CONTRIBUTION 2021/22

When setting the LGM Liability membership contributions for 2021/22, the Board have taken into account:

- a positive actuarial claim forecast recognising continued overall claims improvement
- organic growth in legal liability exposures due to population and CPI increases
- the increased cost of the supporting insurance program
- anticipated future investment returns
- the desire to maintain and protect the **financial stability** enjoyed by LGM Members
- **equity between Members** with contributions consistent with Member's respective liability exposures and claims experiences
- application of a cap to protect individual Members against significant fluctuations.

SURPLUS DISTRIBUTION

A \$2.45 million surplus distribution has been declared by the LGAQ as Trustee that will be distributed to all ongoing Members

- which acknowledges the continuing positive scheme performance, investment returns and its impact on the strength of LGM's accumulated financial reserves
- while maintaining financial reserves based on APRA prudential requirements and avoiding volatility in the various elements of the liability environment
- planning for future cost stability in membership contributions
- and considering the potential financial implications and the impacts of COVID-19.

STAMP DUTY

As LGM Liability is a mutual liability scheme, it is confirmed that no stamp duty has been applied to the Council's membership contributions.

RISK MANAGEMENT REBATE

The results of the annual LGM Risk Self-Assessment Survey results are being collated and will be communicated to participating Members.

Member Councils were again encouraged to complete the self-assessment, as it provides a process to review risk management systems and processes against recommended practice and identify opportunities and priorities for improvement.

Participation in the Survey is voluntary with a 1% participation rebate for participating Members. A further 1% performance rebate is applied where the results exceed the previous year's Scheme average.

Rebates are reflected in your contributions where available.

YOUR MEMBERSHIP CONTRIBUTION 2021/22

The resulting membership contribution and surplus distribution will be:

LGM LIABILITY MEMBERSHIP CONTRIBUTION 2021/22	
Membership Contribution	\$340,217.14
Risk Management Rebate	(\$-6,804.34)
Membership Contribution Invoice (excl GST)	\$333,412.80
GST	\$33,341.28
Membership Contribution Invoice (incl GST)	\$366,754.08
Surplus Distribution	(\$-31,425.72)
FINAL AMOUNT PAYABLE (incl GST)	\$335,328.36
FINAL AMOUNT PAYABLE (excl GST)	\$301,987.08

LGM LIABILITY STRENGTHS AND CAPACITIES

LGM Liability continues as

- a body **entirely owned and operated by Queensland Local Government**
- with ongoing almost universal membership
- which exists for the sole purpose of benefiting Local Government by providing effective and appropriate coverage for the legal liability of Members
- achieving best possible outcomes in risk management, claims and supporting insurance outcomes and ultimately financial stability
- with the ultimate tangible manifestation of these benefits being the surplus distribution and the ongoing development of additional risk related services.

LGM has a proven track record of achieving the goals to:

- avoid direct dependence on the commercial insurance market (which continues to be increasingly characterised by even greater volatility in availability and cost)
- provide effective and appropriate cover for liability risks tailored to the needs of local government
- provide consistent and stable annual contributions as a result of long term strategic capacity;
- have a complete understanding of the risk by local government
- adopt a strategic rather than transactional approach
- provide a broad service offering – more than just liability cover
- provide a superior claims service with a consistent approach to claims management as well as financial data management
- support an intensive targeted collective approach to risk improvement which will lead to reduced costs and better outcomes.

Details of the covers provided pursuant to LGM Liability membership including all relevant complete Wordings and Risk Management materials can be found on the [LGMS Member Centre](#) website

Should you require any further information or wish to discuss any aspect, please contact the LGM Liability team to discuss.

Yours faithfully,



Ian Leckenby
Chair, LGM Board of Management

Encl



1 June 2021

Chief Executive Officer
Maranoa Regional Council
PO Box 42
MITCHELL Qld 4465

Queensland Local Government Mutual
ABN 48 871 511 808

Managed by
JLT Risk Solutions Pty Ltd
ABN 69 009 098 864
27 Evelyn Street
Newstead QLD 4006

PO Box 2321
Fortitude Valley BC QLD 4006

Direct: +61 7 3000 5519
Mobile +61 418 430 174
Email Jenny.Dooley@jlta.com.au

Certificate of Currency

Coverage Class:	Public Liability, Products Liability and Professional Indemnity	
Member Name:	Maranoa Regional Council	
Additional Name(s):	N/A	
Coverage Expiry Date:	30 June 2022	
Situation:	Worldwide excluding USA & Canada	
Interest:	Legal liability to third parties; <ul style="list-style-type: none"> for Personal Injury and/or Damage to Property caused by an occurrence and/or, arising out of any negligent act, error or omission whenever or wherever the same was or may have been committed or alleged to have been committed by the Member, in connection with, or in the conduct of, the Member's business.	
Limit of Indemnity:	Public Liability:	\$600,000,000
	Products Liability:	\$600,000,000 in the aggregate
	Professional Indemnity:	\$600,000,000 in the aggregate.
Deductible:	\$7,500	
Coverage Provided By:	Queensland Local Government Mutual (LGM Liability)	
Reference Number:	MARANO000233	
Special Provisions:	N/A	

This certificate of currency provides a summary of the cover and is current on the date of issue. It is not intended to amend, extend, replace or override the terms and conditions contained in the actual coverage documents. This certificate of currency is issued as a matter of information only and confers no rights upon the certificate holder. We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or in transmitting this certificate by email or for any loss, damage or expense thereby occasioned to any recipient of this letter.

Yours faithfully,

Jenny Dooley
Divisional Manager – Liability & Risk



27 May 2021

Maranoa Regional Council
PO Box 1328
ROMA QLD 4455

Queensland Local Government Mutual
ABN 48 871 511 808

Managed by
JLT Risk Solutions Pty Ltd
ACN 009 098 864

27 Evelyn Street
NEWSTEAD QLD 4006
PO Box 2321
Fortitude Valley BC QLD 4006

Tel +61 7 3000 5555
Fax +61 7 3000 5550

www.lgm.jlta.com.au

Statement

Month May 2021
Client Code 092-MARANORC

Date	Ref No	Insurance Class/Details	Amount	Outstanding	Status
27/05/2021	092-104590	Local Government Liability	31,425.72CR	31,425.72CR	
27/05/2021	092-104652	Public Liability-Professional Indemnity	366,754.08	366,754.08	30/06/2021
Balance Due				\$335,328.36	

Remittance Advice

Please forward your payment to:
LGM Queensland
27 Evelyn Street, NEWSTEAD QLD 4006
PO Box 2321, Fortitude Valley BC QLD 4006

Month May 2021
Client Code 092-MARANORC
Team 001
Balance Due \$335,328.36

Payment Options

Pay by cheque. Detach this remittance advice and return together with your payment.
Pay by direct credit into the following AUD account:

Bank: ANZ Banking Group Ltd
Branch: 3 Breakfast Creek Road, NEWSTEAD QLD 4000
Account Name: Queensland Local Govt Mutual
BSB: 014-245
Account No: 8373 22706



27 May 2021

Maranoa Regional Council
PO Box 1328
ROMA QLD 4455

Queensland Local Government Mutual

ABN 48 871 511 808

Managed by
JLT Risk Solutions Pty Ltd
ACN 009 098 864

27 Evelyn Street
NEWSTEAD QLD 4006
PO Box 2321
Fortitude Valley BC QLD 4006

Tel +61 7 3000 5555

Fax +61 7 3000 5550

www.lgm.jlta.com.au

Tax Invoice

YOUR SERVICE CONTACT IS JENNY DOOLEY (+61 7 3000 5519)

Invoice #	092-104652	Client ID	092-MARANORC
Our Ref	000242	Policy No	ROMA000222
Class	Public Liability-Professional Indemnity		
Member	Maranoa Regional Council		
Location	Anywhere in Australia		
Scheme	Qld Local Govt Mutual Brisbane Qld		
Inception	30/06/2021	To	30/06/2022 Renewal

Contribution	333,412.80
GST	33,341.28

Total Due	\$366,754.08
------------------	---------------------

Insurance has been arranged subject to payment and to the policy terms and conditions. ensure that your sums insured are reviewed at least annually.

Remittance Advice

Please forward your payment to:
LGM Queensland
27 Evelyn Street, NEWSTEAD QLD 4006
PO Box 2321, FORTITUDE VALLEY BC QLD 4006

Invoice #	092-104652
Client Code	092-MARANORC
Payment Due	30/06/2021
Total Due	\$366,754.08

Payment Options

Pay by cheque. Detach this remittance advice and return together with your payment.

Pay by direct credit into the following AUD account:

Bank: ANZ Banking Group Ltd
Branch: 3 Breakfast Creek Road, NEWSTEAD QLD 4000
Account Name: Queensland Local Govt Mutual
BSB: 014-245
Account No: 8373 22706

Ref: 000242, Team: 001
Date Printed: 27/05/2021

EVERP



Invoice # 092-104652
Maranoa Regional Council

IMPORTANT INFORMATION

MUTUAL STATUTORY NOTICE

LGM Queensland is a Mutual Risk Product as defined by ASIC that is neither authorised under, nor subject to, the provisions of the Insurance Act 1973. LGM Queensland is not a product regulated by APRA. LGM Queensland estimates its future liabilities based upon procedures which are supported by both independent legal and actuarial experts. LGM Queensland also maintains specific financial provisions for late reported claims (IBNR) and future claim developments plus a prudential risk margin. These provisions are amounts in addition to specific claim estimates.

LGM Queensland and Jardine Lloyd Thompson Pty Ltd (JLT) as the Scheme Manager have established financial targets to ensure that adequate financial resources are available to discharge future liabilities and make future payments. This is achieved via a combination of financial management strategies which may include purchasing reinsurance, developing risk margins and retaining surplus funds. The LGM Queensland Board of Management review the operating financial statements at regular intervals and an independent audit occurs annually with its findings reported to Members.

The Queensland Local Government Mutual Trust Deed and Scheme Rules are the primary documents which govern the operation of the Mutual Schemes.

Wordings on each Scheme are issued as a guide as to the terms under which a claim will be considered and settled. A copy of the Queensland Local Government Mutual Trust Deed and Scheme Rules are available on the website at www.lgm.jlta.com.au.

DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that: reduces the risk insured; or, is common knowledge; or, the insurer knows or should know as an insurer; or the insurer waives your duty to tell them about.

If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

CHANGE OF RISK OR CIRCUMSTANCES

Please tell us about any changes to your circumstances or business, such as any alteration of risk, location changes, new or changed business activities, as they could affect your insurances.

AVERAGE CLAUSE – UNDER INSURANCE

Home buildings and contents, fire, business interruption, industrial special risks, and other policies often contain an average clause. This means that you should declare full value which may be replacement, indemnity or market value depending on the type of insurance cover or protection arranged. If you are under insured your claim may be reduced in proportion to the amount under declared.

UNREPORTED LOSSES

Please let us know whether there are any losses which have occurred that have not been reported to us/the Scheme/insurers, whether you intend making a claim or not.

HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer or relevant Scheme, you make any agreement that could prevent the insurer or Scheme from recovering the loss from a third party. These "hold harmless" clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

PROTECTING THE INTEREST OF OTHER PARTIES

If you require the interest of another party to be covered by the policy or Scheme, you MUST request this. Most policies and scheme protection will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

NEW CLAIMS

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience (or change in the underwriting information) between the date insurers or LGM Queensland quoted their terms and the inception date of the cover. If changes do occur during this period, insurers/LGM Queensland have the right to revise the terms quoted or even withdraw their quotation.

SEVERAL LIABILITY

Where your cover is provided by more than one insurer/reinsurer it is important to note that each insurer/reinsurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer/reinsurer to make up the shortfall of any other subscribing insurer/reinsurer in a claim or return premium or contribution payment.

CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your insurance policies or LGM Queensland Schemes, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer or reinsurer.

COOLING OFF PERIOD FOR RETAIL CLIENTS

If you are a retail client as defined in the Corporations Act 2001 as amended (the 'Act'), you may be entitled to a minimum 14 day cooling-off period during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted), subject to the requirements of the Act and the terms and conditions of your policy.

This does not affect any other cancellation rights you may have under your policy.

Please check your policy and schedule upon receipt to be sure you have the cover you require. If the cover does not meet your needs, please contact your Jardine Lloyd Thompson Pty Ltd (JLT) account executive for advice as to your rights.

REMUNERATION AND OTHER INCOME

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you.

In addition to the above the Jardine Lloyd Thompson Group may receive income from insurers as follows: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process.

Where we act as managers of a Mutual Scheme or Discretionary Trust, our fee is negotiated according to the services to be provided for that Scheme.

We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

REFUND PREMIUMS OR CONTRIBUTIONS

In the event of any refund premium or contribution being allowed for the cancellation or adjustment of any insurance policy or scheme protection, JLT reserves the right to retain all brokerage, fees and charges.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

JLT may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

PRIVACY POLICY

JLT is committed to the protection of your privacy and is bound by the National Privacy Principles for the handling of your information. JLT's Privacy Policy can be examined by accessing our website www.au.jlt.com or by obtaining a copy from your account executive or the JLT Privacy Officer (at Jardine Lloyd Thompson Pty Ltd, One International Towers, 100 Barangaroo Ave, Sydney, NSW, 2000 or on telephone number 02 9290 8000).

SERVICE DIFFICULTIES

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your JLT adviser or our Complaints Manager. JLT subscribes to the Australian Financial Complaints Authority (AFCA) (1800 931 678), which is a free consumer service, and the General Insurance Broker's Code of Practice. Additional information is available from your local JLT office.

IF THERE IS ANY PART OF THE ABOVE THAT YOU DO NOT UNDERSTAND OR YOU REQUIRE FURTHER EXPLANATION, PLEASE CONTACT US IMMEDIATELY.



Invoice # 092-104652
Maranoa Regional Council

MEMBER	Maranoa Regional Council	
PERIOD OF COVER	From: 30 June 2021 at 4 PM Local Time (QLD). To: 30 June 2022 at 4 PM Local Time (QLD).	
LIMIT OF LIABILITY AND DEDUCTIBLES	<div>Broadform Liability Public Liability Limit of indemnity\$600,000,000 Products Liability Aggregate Limit of indemnity\$600,000,000 Professional Indemnity Aggregate Limit of indemnity\$600,000,000 Deductible \$7,500</div> <div>Councillors & Officers Liability Aggregate Limit of indemnity\$10,000,000 Deductible \$15,000</div> <div>Employment Practices Liability Aggregate Limit of indemnity\$2,000,000 Deductible 10% of loss subject to minimum \$15,000 and maximum \$25,000</div> <div>Cyber Liability Aggregate Limit of indemnity\$2,000,000 Automatic ReinstatementYes Deductible for business interruption 12 hours Deductible as per schedule for all other</div> <div>Casual Hirers Liability Public Liability Limit of indemnity\$10,000,000 Products Liability Limit of Indemnity (per occurrence)\$10,000,000 Deductible \$2,000</div>	
RISK MANAGEMENT REBATE	Membership contribution includes Risk Self-Assessment participation rebate (1%): \$3,402.17 performance rebate (1%): \$3,407.17	



27 May 2021

Maranoa Regional Council
PO Box 1328
ROMA QLD 4455

Queensland Local Government Mutual
ABN 48 871 511 808

Managed by
JLT Risk Solutions Pty Ltd
ACN 009 098 864

27 Evelyn Street
NEWSTEAD QLD 4006
PO Box 2321
Fortitude Valley BC QLD 4006

Tel +61 7 3000 5555
Fax +61 7 3000 5550

www.lgm.jlta.com.au

Credit/Adjustment Note

YOUR SERVICE CONTACTS ARE CRAIG HINCHLIFFE (+61 7 3000 5506) & JENNY DOOLEY (+61 7 3000 5519)

Credit #	092-104590	Client ID	092-MARANORC
Our Ref	000274	Policy No	Equity Distribution
Class	Local Government Liability		
Member	LGM Master Client		
Situation	Australia		
Scheme	Qld Local Govt Mutual Brisbane Qld		
Inception	30/06/2021	To	30/06/2022 Endorsement

Contribution	31,425.72
GST	0.00

Total Credit	\$31,425.72
---------------------	--------------------

Endorsement period 30/06/2021 to 30/06/2022.

A Surplus Distribution has been declared and applied to reduce the 2021/2022 membership contribution invoice amount.

LGM Queensland
27 Evelyn Street, NEWSTEAD QLD 4006
PO Box 2321, FORTITUDE VALLEY BC QLD 4006

Credit Note # 092-104590
Client Code 092-MARANORC
Date 27/05/2021
Total Credit \$31,425.72

Ref 000274, Team 001
Date Printed: 27/05/2021

EVERP



Credit Note # 092-104590
Maranoa Regional Council

IMPORTANT INFORMATION

MUTUAL STATUTORY NOTICE

LGM Queensland is a Mutual Risk Product as defined by ASIC that is neither authorised under, nor subject to, the provisions of the Insurance Act 1973. LGM Queensland is not a product regulated by APRA. LGM Queensland estimates its future liabilities based upon procedures which are supported by both independent legal and actuarial experts. LGM Queensland also maintains specific financial provisions for late reported claims (IBNR) and future claim developments plus a prudential risk margin. These provisions are amounts in addition to specific claim estimates.

LGM Queensland and Jardine Lloyd Thompson Pty Ltd (JLT) as the Scheme Manager have established financial targets to ensure that adequate financial resources are available to discharge future liabilities and make future payments. This is achieved via a combination of financial management strategies which may include purchasing reinsurance, developing risk margins and retaining surplus funds. The LGM Queensland Board of Management review the operating financial statements at regular intervals and an independent audit occurs annually with its findings reported to Members.

The Queensland Local Government Mutual Trust Deed and Scheme Rules are the primary documents which govern the operation of the Mutual Schemes.

Wordings on each Scheme are issued as a guide as to the terms under which a claim will be considered and settled. A copy of the Queensland Local Government Mutual Trust Deed and Scheme Rules are available on the website at www.lgm.jlta.com.au.

DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that: reduces the risk insured; or, is common knowledge; or, the insurer knows or should know as an insurer; or the insurer waives your duty to tell them about.

If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

CHANGE OF RISK OR CIRCUMSTANCES

Please tell us about any changes to your circumstances or business, such as any alteration of risk, location changes, new or changed business activities, as they could affect your insurances.

AVERAGE CLAUSE – UNDER INSURANCE

Home buildings and contents, fire, business interruption, industrial special risks, and other policies often contain an average clause. This means that you should declare full value which may be replacement, indemnity or market value depending on the type of insurance cover or protection arranged. If you are under insured your claim may be reduced in proportion to the amount under declared.

UNREPORTED LOSSES

Please let us know whether there are any losses which have occurred that have not been reported to us/the Scheme/insurers, whether you intend making a claim or not.

HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer or relevant Scheme, you make any agreement that could prevent the insurer or Scheme from recovering the loss from a third party. These "hold harmless" clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

PROTECTING THE INTEREST OF OTHER PARTIES

If you require the interest of another party to be covered by the policy or Scheme, you MUST request this. Most policies and scheme protection will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

NEW CLAIMS

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience (or change in the underwriting information) between the date insurers or LGM Queensland quoted their terms and the inception date of the cover. If changes do occur during this period, insurers/LGM Queensland have the right to revise the terms quoted or even withdraw their quotation.

SEVERAL LIABILITY

Where your cover is provided by more than one insurer/reinsurer it is important to note that each insurer/reinsurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer/reinsurer to make up the shortfall of any other subscribing insurer/reinsurer in a claim or return premium or contribution payment.

CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your insurance policies or LGM Queensland Schemes, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer or reinsurer.

COOLING OFF PERIOD FOR RETAIL CLIENTS

If you are a retail client as defined in the Corporations Act 2001 as amended (the 'Act'), you may be entitled to a minimum 14 day cooling-off period during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted), subject to the requirements of the Act and the terms and conditions of your policy.

This does not affect any other cancellation rights you may have under your policy.

Please check your policy and schedule upon receipt to be sure you have the cover you require. If the cover does not meet your needs, please contact your Jardine Lloyd Thompson Pty Ltd (JLT) account executive for advice as to your rights.

REMUNERATION AND OTHER INCOME

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you.

In addition to the above the Jardine Lloyd Thompson Group may receive income from insurers as follows: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process.

Where we act as managers of a Mutual Scheme or Discretionary Trust, our fee is negotiated according to the services to be provided for that Scheme.

We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

REFUND PREMIUMS OR CONTRIBUTIONS

In the event of any refund premium or contribution being allowed for the cancellation or adjustment of any insurance policy or scheme protection, JLT reserves the right to retain all brokerage, fees and charges.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

JLT may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

PRIVACY POLICY

JLT is committed to the protection of your privacy and is bound by the National Privacy Principles for the handling of your information. JLT's Privacy Policy can be examined by accessing our website www.au.jlt.com or by obtaining a copy from your account executive or the JLT Privacy Officer (at Jardine Lloyd Thompson Pty Ltd, One International Towers, 100 Barangaroo Ave, Sydney, NSW, 2000 or on telephone number 02 9290 8000).

SERVICE DIFFICULTIES

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your JLT adviser or our Complaints Manager. JLT subscribes to the Australian Financial Complaints Authority (AFCA) (1800 931 678), which is a free consumer service, and the General Insurance Broker's Code of Practice. Additional information is available from your local JLT office.

IF THERE IS ANY PART OF THE ABOVE THAT YOU DO NOT UNDERSTAND OR YOU REQUIRE FURTHER EXPLANATION, PLEASE CONTACT US IMMEDIATELY.



Credit Note # 092-104590
Maranoa Regional Council

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 8 June 2021

Item Number: 13.4

File Number: D21/45423

SUBJECT HEADING: Extension of Statistical Services.

Classification: Open Access

Officer's Title: Manager - Economic & Community Development

Executive Summary:

Council has an annual subscription to ID Consulting Services (id) to use id's online statistical service for which it pays \$5,000. The product we use is "economic data only" and although of great value for planning and justifying funding applications etc, falls short of the full range of Census data which is available under the service. This report recommends that council extends the subscription to include the full range of Census data.

Officer's Recommendation:

That Council

1. Extend its Service Level Agreement with ID Consulting Pty Ltd in accordance with the attached SLA and
2. Authorise Council's Chief Executive Officer to sign the SLA.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Staff and community of Maranoa Regional Council.

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
SLA	Service Level Agreement
Id	ID Consulting Pty Ltd 10 Easey Street, Collingwood VIC 3066 ABN: 44 084 054 473

Context:

Why is the matter coming before Council?

Although Council provides an approved budget and delegated authority to expend on approved budget expenditure, this matter requires a departure from an existing Service Level Agreement, and which requires Council's signature. Accordingly, it is appropriate to request the endorsement of Council for this additional service.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Since 2016, Council has been a subscriber to the Id Profile. service through its arrangement with RDA (Darling Downs and South West) which enables Council to use id's web based statistical services on an annual basis.

Id Profile delivers suburb-based community profiles to Local Governments across Australia and New Zealand. These are delivered in public websites, branded "id profile", for anyone to access. This type of information has been used by the public, investors, community groups and Council staff for statistical research, to support funding applications and decision making associated with social and economic matters. The service is used by over 300 local governments and non-Government Organisations across Australia and New Zealand.

The specific service to which we are subscribed is discounted from \$20K per annum to \$5K per annum, restricts us to "economic data" only. This price has been negotiated based on the combined spend of ten local Governments in the Region Darling Downs and South West.

Existing service is limited:

The data sets that we can access are restricted to economic data only and by virtue of our Service Level Agreement we are denied access to the demographic data associated with our region. Agreement with this proposal will add the following to our regional profile:

Including 5 small area breakdown

- 2001-2016 Census data for 5 areas.
- Annual population updates
- Monthly building approval and Jobseeker updates
- Locality snapshots for up to 70 localities (latest Census only)
- 2021 Census update after release in July 2022.

.id will provide Council with the following services:

- Development of the Product
- Hosting and maintenance of Product websites
- One annual staff training session (on site or remote) to ensure maximum take-up of the product across the organisation and to encourage the increased use of demographic evidence in decision making
- Unlimited telephone support for technical and demographic assistance
- Annual demographic briefing (remote presentation) if required.
- Unlimited users
- Updates of any data in the Product soon after they are released.

Access to the full range of Census Data will allow us to track over time population trends/profiles, inter regional migration (track the outward and inwards migration of our population) household profiles and a wealth of other information which is necessary for the planning process to take place more effectively.

The service uses ABS Data which means, statistical census information collated, produced, supplied and/or owned by the Australian Bureau of Statistics and upon which .id relies to produce the Product. For the avoidance of doubt, although the Product is originally based on and/or derived from ABS Data, .id modifies, transforms and/or reconfigures such ABS Data in order to create, collate, compile, produce and supply the Product, which is updated at least annually where possible.

By agreeing to extend our Service Level Agreement with id, Council will have the full data sets available from ABS census's which have been manipulated for community as well as business use. The financial implication for this increase is an increase in expenditure on research and analysis, from \$5,000 pa to \$11,000 pa.

Council provides the writer with a budget for economic research and analysis annually through WO 0014478.2538.2001 - Research & analysis. If approved this cost will expend 44% of the budget.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

N/A

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the

funding body, any dates of critical importance or updates or approvals required)

The data is important to all Council Managers and staff who are associated with the planning of their business units. Over the years many community organisations have used the service by accessing the data which is posted on Council's webpage to support claims in funding applications, assess the potential economic benefits of certain events, and in support of many of Council funding applications. The extension of the SLA is viewed as providing "the whole package" of services providing even more support to the community. Data will be available down to the small (village) area.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

N/A

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)?? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

\$11,000.00 annually

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

The current charge has not varied since 2016, and id. cannot foresee altering the charges soon. It is although reasonable to expect a CPI index at the very least some time in the not-too-distant future.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

No

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	N/A

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

I recommend that Council approves the purchase of this additional data and authorise its CEO to sign the new agreement.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

No

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.8 Town planning

Supporting Documentation:

[1](#) id. Maranoa profile SLA June 2021

D21/45367

Report authorised by:

Deputy Chief Executive Officer/Acting Director Infrastructure Services



profile.id Agreement

This agreement is between the following entities:

ID Consulting Pty Ltd
10 Easey Street, Collingwood VIC 3066
ABN: 44 084 054 473

Maranoa Regional Council
PO Box 620
Roma, Qld, 4455

.id's information tools are designed to manage information and build knowledge about your community across your organisation.

prepared by .id

© copyright .id (informed decisions)

Contents

RECITALS.....	3
Terms and conditions	4
1. DEFINITIONS & INTERPRETATION	4
1.1 Definition	4
1.2 Interpretation	5
2. SUPPLY OF PRODUCT	6
3. TERM.....	6
4. GRANT OF RIGHT TO USE PRODUCT	6
5. TRADE MARK LICENCE	6
6. INTELLECTUAL PROPERTY RIGHTS	6
7. FEES.....	8
8. GST	8
9. CONFIDENTIAL INFORMATION	8
10. DISCLAIMERS	8
10.1 Third Party Content and Client Content.....	8
10.2 Forecasts	9
10.3 ABS Data	9
11. SCOPE OF LIABILITY & INDEMNITY	9
11.1 Client responsible for use	9
11.2 Limitation of Liability	9
11.3 Acknowledgements	10
12. TERMINATION.....	10
13. CONSEQUENCES OF TERMINATION	10
14. FORCE MAJEURE	11
15. MARKETING	11
16. DISPUTE RESOLUTION	11
17. NOTICES	11
18. APPLICABLE LAWS	12
19. WAIVER	12
20. COUNTERPARTS	12
21. APPLICATION OF THE AGREEMENT.....	12
Execution	13
Item 1 – client details.....	14
Item 2 – commencement date.....	14
Item 3 – product (s)	14
Item 4 – annual product fees	14
Invoice Payment Terms	14
Item 5 - On-Line & Telephone Support.....	15
Item 6 – additional services.....	15
Schedule 2 – housing.id geographic areas	16

profile.id agreement for Maranoa Regional Council

THIS AGREEMENT is made on the day of 2021

-by-

ID CONSULTING PTY LTD ACN 084 054 473 (".id")

-and-

the entity named in Item 1 of Schedule 1 ("the Client")

RECITALS

The Client engages .id to supply the Product and provide the Services as set out in the Schedules.

.id has agreed to supply the Product and provide the Services on the terms and conditions set out in this Agreement.

The parties agree to proceed as set out in the attached Terms and Conditions and Schedules.

Terms and conditions

1. DEFINITIONS & INTERPRETATION

1.1 Definition

ABS Data means statistical census information collated, produced, supplied and/or owned by the Australian Bureau of Statistics and upon which .id relies to produce the Product. For the avoidance of doubt, although the Product is originally based on and/or derived from ABS Data, .id modifies, transforms and/or reconfigures such ABS Data in order to create, collate, compile, produce and supply the Product.

Annual Product Fees means the fees payable annually by the Client to .id for the provision of the Product and the Services as set out in Schedule 1.

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

Claim means in relation to a party, a demand, claim, legal action or legal proceeding made or brought by or against the party, howsoever arising and whether present, unascertained, immediate, future or contingent.

Client means the person/s or entity specified in Schedule 1.

Client Content (if any) means any data, information or other content belonging to, or licensed to the Client, which the Client provides to .id for the purpose of undertaking the Services.

Commencement Date means the date specified in Schedule 1.

Confidential Information means all information provided by one party to the other in connection with this Agreement where such information is identified as confidential at the time of its disclosure or ought reasonably be considered confidential based on its content, nature or the manner of its disclosure, but:

- (a) excludes information that enters the public domain or is legally disclosed to a party by a third party, other than a breach of this Agreement; and
- (b) in relation to .id includes .id Confidential Information.

Consequential Loss means:

- (a) any loss not arising naturally and not arising according to the usual course of things, from the relevant breach or acts or omissions, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties at the time they entered into this Agreement as the probable result of the relevant breach or act or omission; or
- (b) any loss of profits, revenues, business, data (including corruption to data), goodwill, reputation, bargain or opportunities.

Forecast means a forecast produced by id from Forecast Data and .id forecast assumptions, and delivered through forecast.id® or economy.id®.

Forecast Data means the data, reports, maps, charts, graphs, and other material produced by .id within the forecasting parameters as defined in the Schedule and used in a Product.

.id Fees means the total of the Annual Product Fees and any other fees payable pursuant to this Agreement.

Force Majeure Event means any event beyond the control of the relevant party.

GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth), or any other similar legislation.

IAMA means the Institute of Arbitrators & Mediators Australia.

.id means ID Consulting Pty Ltd ABN 44 084 054 473

.id Confidential Information means confidential information of .id in relation to .id Products and .id Services which includes any tools, methodologies, processes, libraries, databases, software, firmware, documentation, information, data or other material in whatever form, owned by or licensed

profile.id agreement for Maranoa Regional Council

to .id [other than that licensed to .id by the Client] that supports the operation of, or is incorporated into .id Products and .id Services.

.id Content means any data, information or other content belonging to, or licensed to .id (including ABS Data, Third Party Content and Forecast Data).

Intellectual Property Rights means all intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

Loss means any loss, liability, Claim, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Map Data means mapping data obtained from Here North America LLC, as defined by this supplier.

Moral Rights has the meaning given under the Copyright Act 1968 (Cth) and includes any similar rights existing in other countries.

Personal Information has the meaning in the Privacy Act 1988.

Personnel means directors, officers, managers, employees, contractors, agents or other persons in the entity's control.

Product means the product or products to be supplied by .id to the Client as specified in the Schedules, and may include:

- **atlas.id®** - an on-line series of thematic maps that show how particular population groups are distributed across a selected area
- **economy.id®** - an on-line economic profile of the local government area and its labour force region
- **forecast.id®** - an on-line population and household type forecast
- **housing.id®** - an on-line profile of housing in the local government area including housing forecasts
- **profile.id®** - an on-line socio-demographic profile with Customised Small Area Information (ie. the geographic areas selected by the Client as set out in Schedule 2)

Services means the provision by .id of hosting and subscription of the Product for the Client, the provision of on-line and telephone support by .id to the Client, Training for the Client and any additional services to be provided by .id to the Client as set out in Schedule 1.

Schedule means a schedule to this Agreement.

Term means the term specified in clause 3 of this Agreement.

Third Party Content means content obtained by .id from a range of sources for use within its Products and Services and includes ABS Data.

Trade Marks means those of atlas.id®, economy.id®, forecast.id®, and profile.id®, all registered trademarks of .id, and any other trademarks of .id that are evident through use.

Training means the provision of a training session associated with the content, function and interpretation of the Product.

1.2 Interpretation

Unless the context requires otherwise:

- (a) a reference to a person includes a corporation or any other legal entity;
- (b) the singular includes the plural and vice versa;
- (c) headings are for the convenience and do not form part of this Agreement or otherwise affect the interpretation of this Agreement;
- (d) the term "includes" (or any similar term) means "includes without limitation";

- (e) a reference to any statute includes references to any subsequently amended, consolidated or re-enacted version of that statute and all delegated legislation or other statutory instruments made under it.

2. SUPPLY OF PRODUCT

- 2.1 .id agrees to supply to the Client the Product and the Services on and from the Commencement Date on the terms and conditions set out in this Agreement.

3. TERM

- 3.1 This Agreement begins on the Commencement Date.
- 3.2 This Agreement shall only be terminated:
 - (a) If there is a fixed term specified in Schedule 1, then at the end of that fixed term;
 - (b) If there is no fixed term specified in Schedule 1, then by the Client with 30 days prior written notice, however the paid Annual Product Fees are non-refundable; or
 - (c) as set out in clause 12.

4. GRANT OF RIGHT TO USE PRODUCT

- 4.1 .id grants to the Client a non-exclusive, world-wide, non-transferable licence to access the Product for the Term for the Client's bona fide commercial activities but subject to the terms contained in this Agreement.
- 4.2 The Client:
 - (a) may only use the Product in the form provided; and
 - (b) must not use the Product in any way that could damage the reputation of .id or the goodwill or other rights of .id associated with the Product; and
 - (c) must not on-sell or license or in any way transfer or assign its rights in the Product to any third party.

5. TRADE MARK LICENCE

- 5.1 Except as expressed in this clause, the Client must not use the branding (including Trade Marks) of .id or any third party within the Product, without the prior written consent of .id.
- 5.2 .id grants to the Client a non-exclusive, revocable right and licence to use the Trade Marks solely for the purpose of complying with clause 6.10.
- 5.3 Subject to the limited use rights granted to the Client under clause 5.2, all powers that would be conferred on authorised users by Section 26 of the Trade Marks Act 1995 (Cth) are expressly excluded.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights from .id to the Client unless expressly stated otherwise. The Client acknowledges and accepts that it will not, as a result of entering into this Agreement, acquire any ownership or Intellectual Property Rights in the Product, the Services or .id Confidential Information.
- 6.2 The Client:
 - (a) subject to clause 6.3, acknowledges that .id owns all Intellectual Property Rights associated with the Product and the Trade Marks;
 - (b) will not directly or indirectly do anything that would or might invalidate or put in dispute .id's title in the Product or the Trade Marks and/or associated Intellectual Property Rights; and
 - (c) must comply with .id's reasonable usage guidelines and directions relating to the Product and the Trade Marks as notified to the Client from time to time.
- 6.3 The Client acknowledges in relation to the Product that:
 - (a) the ABS Data and the copyright in the ABS Data remains the property of the Australian Bureau of Statistics;

- (b) Map Data and any copyright in the Map Data remains the property of the identified Map Data owner;
 - (c) Forecast Data and the copyright in any Forecast Data remains the property of .id;
 - (d) copyright in any third party product that is evident with use of the Product remains the property of the identified third party.
- 6.4 All use of the Product or Trade Marks, including all goodwill arising from such use, shall accrue solely to the benefit of .id.
- 6.5 If any person makes any claim alleging that the Product infringes any Intellectual Property Rights or Moral Rights of any person, the Client must:
- (a) promptly notify .id in writing;
 - (b) not make any admissions or take any action in relation to the claim without .id's written consent;
 - (c) permit .id control over any and all investigations, negotiations, settlement and dispute resolution proceedings relating to the claim; and
 - (d) cooperate with, assist and act at all times in accordance with the reasonable instructions of .id, in relation to the claim and any consequent investigations, negotiations, settlement and dispute resolution proceedings.
- 6.6 .id has the right to vary the content and presentation of the Product from time to time in its absolute discretion and without notice to the Client. Where any variation is substantive .id will notify the Client.
- 6.7 The Client must not alter, adapt, disassemble, or reverse engineer the source data or the content or presentation of the Product.
- 6.8 Subject to clause 6.9, the Client has the right to use the information contained in the Product for use in Client reports, publications and other forms of Client presentation.
- 6.9 Where the Client replicates the whole or any part of the Product ("**the replicated work**"), then the Client must clearly attribute the work of .id or any relevant third party content by including an **Attribution Notice** in the document or other medium where the replicated work is published. The Attribution Notice must be published in a place where it can be easily found and viewed by any reader or observer of the document or other medium in which the replicated work appears.
- 6.10 Where the replicated work is a diagram, map, table, graph or data in another format and that source of data is already identified with the data source, then that attribution [including any logo] must be replicated along with the replicated work.
- 6.11 The Attribution Notice must clearly show:
- (a) .id's authorship of the replicated work, by inserting the following wording with a live hyperlink to www.id.com.au For example:
'Compiled and presented by .id - the population experts www.id.com.au'
 or
'Sourced from .id - the population experts www.id.com.au'
 - (a) that the replicated work is a derivative of ABS Data by inserting the following wording with a live hyperlink to <http://www.abs.gov.au>
"This material is a derivative of ABS Data that can be accessed from the website of the Australian Bureau of Statistics at www.abs.gov.au, and which data can be licensed on terms published on the ABS website."
 - (c) that any replication of identified third party data belongs to the identified owner or authorised licensee. Any replication must comply with content or product terms of use published by the relevant third party.

An example of an acceptable Attribution Notice is as follows:

Much of the content of this Report has been sourced from .id – the population experts www.id.com.au .id and its licensors are the sole and exclusive owners of all rights, title and

interest subsisting in that part of the Report content where .id or other content providers are identified. Some of the .id sourced content is a derivative of ABS Data, which data can be accessed from the website of the Australian Bureau of Statistics at www.abs.gov.au, and licensed on terms published on the ABS website.

7. FEES

- 7.1 The Client must pay to .id the Fees as set out in Schedule 1.
- 7.2 .id will invoice the Client for Fees as and when they fall due in accordance with Schedule 1.
- 7.3 .id may at its discretion increase the Annual Product Fees on each anniversary of the Commencement Date provided .id gives the Client written notice of its intention to do so at least thirty (30) days before the anniversary date. Where there is an agreed fixed term .id may not increase the Annual Product Fees during the fixed term unless stated otherwise in Schedule 1.
- 7.4 Notwithstanding the above, the Annual Product Fees are calculated based on the geographic breakdown current at the signing of this Agreement. If the Client requests geographic changes then additional fees will be charged.

8. GST

- 8.1 All amounts payable under this Agreement are expressed exclusive of GST.
- 8.2 In respect of any taxable supply, the Client must pay to .id an additional amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fees, subject to the receipt by the Client of a valid tax invoice.

9. CONFIDENTIAL INFORMATION

- 9.1 Except to the extent expressly permitted or required by this Agreement, each party must not use or disclose any of the other party's Confidential Information.
- 9.2 Each party may disclose the Confidential Information of the other party:
 - (a) when required to do so by law;
 - (b) to its Personnel whose duties reasonably require such disclosure, or to its professional advisors, but only on condition that the party making such disclosure:
 - (i) ensures that each such person to whom such disclosure is made is informed of the confidentiality of the information and the obligations of confidentiality under this Agreement; and
 - (ii) ensures that each such person to whom such disclosure is made complies with those obligations as if they were bound by them.
- 9.3 Each party must not disclose the terms of this Agreement to any other person, except in accordance with clauses 9.1 and 9.2.
- 9.4 Each party must establish and maintain effective security measures to prevent any unauthorised use or disclosure of, or unauthorised access, loss or damage to, the Confidential Information of the other party.
- 9.5 The provisions of this clause 9 will survive the termination of the Agreement for any reason

10. DISCLAIMERS

10.1 Third Party Content and Client Content

The Client acknowledges and accepts that Third Party Content and Client Content may be used in the Product and accordingly, to the extent permitted by Law:

- (a) .id does not represent, warrant or accept liability in relation to the accuracy, currency, reliability, or quality of the Third Party Content or Client Content used within a Product;
- (b) .id does not represent or warrant that Third Party Content or Client Content is free from errors or omissions; and
- (c) .id disclaims all warranties, representations or endorsements, express or implied, with regard to Third Party Content and Client Content, including implied warranties of merchantability, fitness for purpose or non-infringement of Intellectual Property Rights.

10.2 Forecasts

The Client acknowledges and accepts in respect of the Forecasts that:

- (a) .id recommends that Forecasts are only used in a scenario planning sense and subject to the observations set out below;
- (b) although due care and attention is used by .id in the preparation of Forecasts, forecasts by their very nature are subject to uncertainty and contingencies many of which are outside the control of .id;
- (c) .id provides Forecasts in good faith but the accuracy, relevancy and correctness of such Forecasts is subject to variation as a result of changes in the ABS Data and other factors outside of the control of .id including environmental, political, legal and seasonal changes;
- (d) actual future results may vary from Forecasts and any variation may produce materially positive or negative future results, for which .id shall bear no liability whatsoever;
- (e) by providing Forecasts, .id should not be considered as giving a recommendation in relation to the subject matter of such Forecasts; and
- (f) .id gives no warranty nor bears any liability whatsoever arising from, or in connection with, the use of the Forecasts by the Client or any third party claiming through the Client.

10.3 ABS Data

Where .id Content is based on ABS Data, the Client acknowledges and accepts in respect of that ABS based data that:

- (a) .id makes no representation whatsoever that it has any ownership in the copyright to the ABS Data;
- (b) .id gives no warranty nor bears any liability whatsoever:
 - (i) with respect to the correctness, accuracy, currency, completeness, relevancy or otherwise of the ABS Data; and
 - (ii) arising from, or in connection with, the use of the ABS Data by the Client or any third party claiming through the Client.

11. SCOPE OF LIABILITY & INDEMNITY**11.1 Client responsible for use**

- (a) The Client acknowledges that it should exercise reasonable judgment and care in its use of the Product and any .id Content.
- (b) .id accepts no responsibility for the Product, any .id Content or any part of them being used or relied upon by anyone other than the Client.
- (c) The Client shall be solely responsible for:
 - (i) any Loss suffered or incurred by the Client, its Personnel, and/or by any third party directly or indirectly;
 - (ii) any Claim made against the Client or .id by a third party, in connection with or arising out of the use or direct or indirect reliance on the Product by any person or entity.
- (b) The Client indemnifies and continues to indemnify .id and its Personnel from and against any Loss incurred or arising from:
 - (i) any use of, or direct or indirect reliance on, the Product by any person or entity;
 - (ii) any breach of clause 6 of this Agreement [Intellectual Property Rights] by the Client or its Personnel.

11.2 Limitation of Liability

- (a) Subject to clause 11.2(d) and to the extent permitted by law, each party's aggregate liability to the other party for any Loss arising out of or in connection with this Agreement shall not exceed 100% of the Fees paid or payable by the Client to .id during the 12-month period immediately preceding the Loss, regardless of the cause or form of action.

profile.id agreement for Maranoa Regional Council

- (b) Subject to clause 11.2(d) and to the extent permitted by Law, under no circumstances will either party be liable for any Consequential Loss.
- (c) The limitations and exclusions in clause 10.2(a) and (b) shall apply whether the action, claim or demand arises from breach of contract, tort (including negligence) or under any other theory or liability.
- (d) Clause 11.2(a) does not apply to, and shall not limit:
 - (i) any party's liability for death or personal injury caused by that party or its Personnel;
 - (ii) any party's liability for fraud (including fraudulent misrepresentation);
 - (iii) any party's liability for violation of Intellectual Property Rights;
 - (iv) the Client's liability for payment of Fees due.
- (e) The liability of .id for any breach of any condition or warranty implied pursuant to the Competition and Consumer Act 2010 (Cth) or equivalent State legislation is limited, at .id's option, to the supplying of the Product and/or Services again.

11.3 Acknowledgements

- (a) Except as provided in this Agreement or to the extent permitted by law, all terms, warranties, undertakings, inducements and representations made by .id are excluded from this Agreement and .id will not be liable for any Loss (including Consequential Loss) however caused (whether by negligence or otherwise) in respect of the Product and/or the Services
- (b) The Client acknowledges that Product updates will be provided at such times and by such means as .id reasonably decides from time to time.
- (c) The Client acknowledges that .id may from time to time without notice to the Client suspend the Services and/or the provision of the Product due to technical failure, modification or maintenance of the Product and/or Services.
- (d) The Client acknowledges that the .id Content can be accessed through .id's web-based platform during the term of the Agreement, and once the Term ends access will cease.
- (e) The Client confirms that Client Content does not and will not contain any Personal Information.

12. TERMINATION

12.1 Subject to clause 13 of this Agreement either party may terminate this Agreement immediately by written notice to the other party (the Defaulting Party) if:

- (a) the Defaulting Party is in breach of a material term of this Agreement and such breach is not remedied within 30 days of a written notice of the breach, requiring it to be remedied; or
- (b) an insolvency event occurs in respect of the Defaulting Party (other than an internal reconstruction of that entity) and is not dismissed within ten (10) days.

13. CONSEQUENCES OF TERMINATION

13.1 If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

- (a) the parties are immediately released from their obligations under the Agreement except those obligations in clauses 6, 9, 10 and 11 and any other obligations that, by their nature, survive termination;
- (b) each party retains the claims it has against the other pursuant to this Agreement;
- (c) the Client's right to use the Product and the Trade Marks immediately ceases and the licences granted under this Agreement immediately terminate;
- (d) .id will immediately remove online access to the Product;
- (e) .id can retain any monies paid pursuant to this Agreement and in particular the Annual Product Fees for that year in which the Agreement is terminated. However, where the Agreement has been terminated by the Client due to material breach of the Agreement by .id, and such breach has been established by agreement of .id, or through mediation or litigation, then .id must repay

the Annual Product Fee paid in advance for that proportion of the year in which the Product is not available for the Client's use.

14. FORCE MAJEURE

.id shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to a Force Majeure Event. .id must notify the Client as soon as practicable of any anticipated delay due to a Force Majeure Event. If a delay due to a Force Majeure Event exceeds 90 days, either party may terminate this Agreement immediately on providing notice to the other. If the Client gives such notice to .id, .id must refund the Annual Product Fee paid in advance for that proportion of the year in which the Force Majeure Event occurs and the Product is not available for the Client's use.

15. MARKETING

The Client agrees that .id may refer to the Client by trade name and trademark if applicable, and may briefly describe the Client's business in .id's marketing materials and website.

16. DISPUTE RESOLUTION

16.1 Any dispute or difference arising out of or in connection with this Agreement between the parties (Dispute) shall be resolved in accordance with clause.

16.2 The party raising the Dispute (Disputing Party) must first serve a notice of dispute upon the other party with whom the Disputing Party has the dispute or difference (Respondent).

16.3 The notice of Dispute must:

- (a) set out the scope of the Dispute and outline any relief sought;
- (b) outline any relevant facts or other pertinent information that relates to the Dispute and/or that the Disputing Party seeks to rely upon; and
- (c) nominate such date(s) and venue(s) within the next five (5) Business Days that the Disputing Party is available to meet with the Respondent to discuss and attempt to resolve the Dispute on a without prejudice basis.

16.4 Representatives of the Disputing Party and the Respondent must use reasonable endeavours to meet within the specified time-frame, to discuss and attempt to resolve the Dispute in good faith and on a without prejudice basis.

16.5 If the parties fail to resolve the Dispute, then either Party may refer the Dispute to mediation by further notice in writing. The reference to mediation must include the referring party's nomination for a mediator. Should the Dispute be referred to mediation then the Disputing Party and the Respondent agree to participate in good faith mediation of the Dispute. The mediation shall be administered in accordance with, and subject to, the IAMA Rules, subject to the following prevailing conditions:

- (a) the mediation shall be held in Melbourne, Australia unless the parties otherwise agree in writing;
- (b) if the parties have not agreed to the identity of the mediator within five (5) Business Days of the reference to mediation (or such further time as may be agreed in writing), the mediator shall be appointed by the President of IAMA or his/her nominee; and
- (c) the parties will use reasonable endeavours to conduct the mediation within as short a time-frame as can be reasonably arranged.

16.6 For the avoidance of doubt a Dispute must not be litigated unless a mediation has been held or clause 15.7 otherwise applies.

16.7 This clause does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

17. NOTICES

All notices and statements to be given by one party to the other shall be sent or delivered to the address specified in this Agreement or at such other address as one party may notify the other in writing.

profile.id agreement for Maranoa Regional Council

18. APPLICABLE LAWS

This Agreement shall be construed in accordance with the laws applicable in the State of Victoria, Australia, and the parties hereby submit to the non-exclusive jurisdiction of the Courts in Victoria.

19. WAIVER

No failure or delay by a party to exercise any right, power or remedy operates as a waiver, nor does any single or partial exercise of any such right, power or remedy preclude any other further exercise of them, or the exercise of any other right, power or remedy.

20. COUNTERPARTS

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute the same document.

21. APPLICATION OF THE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements pertaining to the Product or Services.

profile.id agreement for Maranoa Regional Council

Execution

Executed by the parties

by being signed by a person who is authorised to sign for the named organisation

Signed on behalf of
ID Consulting Pty Ltd

Full name of authorised officer [please print]

Signed on behalf of
the Client

Full name of authorised officer [please print]

profile.id agreement for Maranoa Regional Council

Schedule 1 – contract details

Item 1 – client details

Client name: Maranoa Regional Council

Client address: PO Box 620, Roma, Qld, 4455

Client contact person: Edward Sims

Email: Edward.Sims@maranoa.qld.gov.au

Phone 07 4626 6118

Item 2 – commencement date

This Agreement will commence on the date the document is signed by both parties.

Term

12 months, then ongoing with annual renewal until cancelled with 30 days' notice.

Item 3 – product (s)

profile.id

Item 4 – annual product fees

Mid Murray Council	Annual fee from April 2021	GST	Total GST inclusive
profile.id <ul style="list-style-type: none"> Including 5 small area breakdown 2001-2016 Census data for 5 areas. Annual population updates Monthly building approval and JobSeeker updates Locality snapshots for up to 70 localities (latest Census only) 2021 Census update after release in July 2022. 	\$6,000	\$600	\$6,600

Invoice Payment Terms

Each invoice is payable by the Client within thirty (30) days of the date of the invoice.

profile.id agreement for Maranoa Regional Council

Item 5 - On-Line & Telephone Support

.id will provide to the Client technical support during business hours [9am to 5pm on business days in Melbourne] and the Client can access such technical support as follows:

By email: demographics@id.com.au

By phone: (03) 9417 2205

Item 6 – additional services

.id will provide the Client with the following services:

- ▣ Development of the Product
- ▣ Hosting and maintenance of Product websites
- ▣ One annual staff training session (on site or remote) to ensure maximum take-up of the product across the organisation and to encourage the increased use of demographic evidence in decision making
- ▣ Unlimited telephone support for technical and demographic assistance
- ▣ Annual demographic briefing (remote presentation) if required.
- ▣ Unlimited users
- ▣ Updates of any data in the Product soon after they are released

Schedule 2 – profile.id geographic areas

The small area geography is based on the following principles:

- A sufficient population base to provide credible analysis and ensure minimal impact of data randomisation (1,000 persons minimum, 2,000 ideal)
- Reflect standard geography (e.g. gazetted suburbs) where possible
- Represent communities of interest wherever possible

Maranoa Regional Council	
LGA	Maranoa Region
Benchmarks	Regional Queensland RDA Darling Downs South West Queensland Australia
Selected small areas	<ol style="list-style-type: none"> 1. Roma and surrounds 2. Wallumbilla – Yuleba and surrounds 3. Surat – Rural South 4. Mitchell – Rural West 5. Injune – Rural North
Locality snapshots	Snapshots from the latest (currently 2016) Census for approximately 70 populated localities all or partly within Maranoa Regional Council.
Indigenous Profile	Profile of the Aboriginal and Torres Strait Islander population included

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 9 June 2021

Item Number: 13.5

File Number: D21/45636

SUBJECT HEADING: Extension of current Service Level Agreements with Library Board of Queensland

Classification: Open Access

Officer's Title: Lead Librarian

Executive Summary:

The current *Service Level Agreement for Public Library Services/Indigenous Knowledge Centre Services* and *Service Level Agreement for First 5 Forever Family Literacy Initiative* (the SLAs) between the Library Board of Queensland and Council are due to end on 30 June 2021.

The Honourable Leeanne Enoch, Minister for Communities and Housing, Minister for Digital Economy and Minister for the Arts has approved a one-year extension of the current 2018-21 SLAs by one financial year. As no changes are being sought to the original SLAs, the extension addendums presented will only act to extend the current SLAs until 30 June 2022.

This extension will provide funding certainty in 2021-22 in recognition of the impact of COVID-19 and allow time to implement the new Public Library Grant and First 5 Forever methodologies.

State Library of Queensland requests the return of the SLA extension addendums, signed by the CEO, by the 11 June 2021.

Officer's Recommendation:

That Council:

1. Agree to the one-year extension of the current 2018-2021 Service Level Agreements and;
2. Authorise the Chief Executive Officer to sign the extension addendums.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

N/A

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
SLAs	Service Level Agreements
SLQ	State Library of Queensland
F5F	First 5 Forever

Context:

Why is the matter coming before Council?

The current *Service Level Agreement for Public Library Services/Indigenous Knowledge Centre Services* and *Service Level Agreement for First 5 Forever Family Literacy Initiative* (the SLAs) between the Library Board of Queensland and Council are due to end on 30 June 2021.

The Honourable Leeanne Enoch, Minister for Communities and Housing, Minister for Digital Economy and Minister for the Arts has approved a one-year extension of the current 2018-21 SLAs by one financial year. As no changes are being sought to the original SLAs, the extension addendums presented will only act to extend the current SLAs until 30 June 2022.

This extension will provide funding certainty in 2021-22 in recognition of the impact of COVID-19 and allow time to implement the new Public Library Grant and First 5 Forever methodologies.

State Library of Queensland is requesting the return of the SLA extension addendums, signed by the CEO, by the 11 June 2021.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

The current SLAs commenced on 1 July 2018 and are due to cease on 30 June 2021. State Library of Qld have advised of their intention to extend current SLAs until 30 June 2022.

The Office of State Librarian and Local Government Co-ordination team have been advised of the delay in the return of these documents.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

N/A

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Local Government Co-ordination team - SLQ
Ed Sims – Manager, Economic & Community Development

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

N/A

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? *Is this already included in the budget? (Include the account number and description).*

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

N/A

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

In the three (3) previous financial years under the current First 5 Forever SLA Council has received an annual grant payment of \$16,698.15.

In the 2020-21 financial year a Public Library Grant an allocation of \$81,658 provided by SLQ. This funding is retained by State Library and used to purchase new materials for the RLQ collections which service all participating Council libraries.

From July 2021 Council will be asked to complete an annual statistical return detailing our performance data for the 2020/21 financial year. This annual reporting is a requirement under the terms of the current SLAs. Following the return of these reports SLQ will administer the 2021/22 Public Library Grant and First 5 Forever allocations to Council.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

N/A

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
N/A	N/A

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Signing SLAs provides council with ongoing funding for the next year to develop and maintain free programs and library services that provide strong literacy foundations for our local communities.

It is recommended that Council agree to the one-year extension to the current 2018-21 SLAs and authorise the CEO to sign the extension addendums.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council:

1. Agree to the one-year extension of the current 2018-2021 Service Level Agreements and;
2. Authorise the Chief Executive Officer to sign the extension addendums.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.14 Libraries

Supporting Documentation:

1	Maranoa RC-SLA extension-2021-22	D21/45495
2	DRAFT_SLA Extension Addendums_Maranoa Regional Council_State Library of Qld_2021/2022	L21/84
3	F5F SLA 2019-21 Maranoa	L21/85
4	PLG SLA 2018- 21_Maranoa Regional Council_State Library of Qld	L21/86

Report authorised by:

Manager - Economic & Community Development

Deputy Chief Executive Officer/Acting Director Infrastructure Services



Office of State Librarian
t 07 3840 7866
e vicki.mcdonald@slq.qld.gov.au
570/250/182

Julie Reitano
Chief Executive Officer
Maranoa Regional Council
PO Box 621
ROMA QLD 4456

Dear Ms Reitano

Extension of the current Service Level Agreements approved

The current *Service Level Agreement for Public Library Services/ Indigenous Knowledge Centre Services* and *Service Level Agreement for First 5 Forever Family Literacy Initiative* (the SLAs) between the Library Board of Queensland and your Council are due to end on 30 June 2021 (copies enclosed for your reference – Attachment 1 and 2).

The Honourable Leeanne Enoch, Minister for Communities and Housing, Minister for Digital Economy and Minister for the Arts has approved a one-year extension of the current 2018-21 SLAs by one financial year. As no changes are being sought to the original SLAs, the addendums will only act to extend the current SLAs until 30 June 2022.

Please print two copies of the attached SLA Extension Addendums (Attachment 3 and 4), **ensure both are signed by the Chief Executive Officer** (or the officer currently holding this delegation), **and return both signed printed copies by mail no later than Wednesday 11 June 2021 to:**

Michelle Hughes
Senior Program Officer
Public Libraries and Engagement
State Library of Queensland
PO Box 3488
South Brisbane QLD 4101

From July 2021 your Council will be asked to complete an annual statistical return detailing your library service's performance data for the 2020-21 financial year. This annual reporting is a requirement all councils must complete under the terms of the current SLAs. Following

the return and collation of these reports State Library will administer the 2021-22 Public Library Grant and First 5 Forever allocations to your Council.

Thank you for providing 2019-20 annual reporting information. The 2019-20 Annual Statistical Bulletin is now available online at <https://plconnect.slq.qld.gov.au/managing-my-library/statistics/queensland-public-libraries-statistical-bulletin>. A supplementary survey was coordinated this year on the impact of COVID-19, with the report available at <https://plconnect.slq.qld.gov.au/about/research-best-practice/state-library-research-and-reports>.

While onsite visits and programming was lower in 2019-20 due to the temporary closure of physical spaces from March 2020, the large scale adoption of alternative methods of service delivery such as extended loan limits, click and collect services, and digital programming, along with the high level of engagement on expanded communication channels, demonstrate the depth of need the community has for library services.

If you have any questions about the attached extension to the SLAs or annual reporting requirements, please contact Louise Denoon, Executive Director, Public Libraries and Engagement, State Library of Queensland at: Louise.Denoon@slq.qld.gov.au or phone 07 3842 9156.

Yours sincerely



Vicki McDonald AM FALIA
State Librarian and Chief Executive Officer

0710512021

SLQ File No: 570/250/182

**EXTENSION TO
SERVICE LEVEL AGREEMENT
FOR PUBLIC LIBRARY SERVICES
between
LIBRARY BOARD OF QUEENSLAND
and
MARANOA REGIONAL COUNCIL**

Extension No. 1

Extension Date: 30 June 2022

Original Service Level Agreement dated: 30 June 2021

Between the following parties:

Library Board of Queensland, a body corporate established under the *Libraries Act 1988* (Qld)
of PO Box 3488
South Brisbane Q 4101
ABN: 45 872 652 679
(the "State Library")

and

Maranoa Regional Council
ABN: 99324089164
of PO Box 621
ROMA
QLD 4456
(the "Council")

1 APPLICABILITY OF EXTENSION

- 1.1 This extension is pursuant to the Original Service Level Agreement and does not affect the terms of the Original Service Level Agreement except as provided below.
- 1.2 This extension serves to extend the Original Service Level Agreement for one year to 30 June 2022.

2 REVISIONS

- 2.1 There are no revisions to the Original Service Level Agreement.

3 ADDITIONAL PROVISIONS

- 3.1 There are no additional provisions to the Original Service Level Agreement:

EXECUTION

The parties agree to extension No. 1 and agree to accept extension No. 1 to the Service Level Agreement:

SIGNED for and on behalf of the
LIBRARY BOARD OF QUEENSLAND
ABN 45 872 652 679

By Vicki McDonald

State Librarian and Chief Executive Officer

a duly authorised person in the presence of:

.....

(signature)

.....
(signature of witness)

...../...../.....
(date)

.....
(print name of witness)

SIGNED for and on behalf of
Maranoa Regional Council
ABN: 99324089164

a duly authorised person in the presence of:

.....

(signature)

.....
(signature of witness)

...../...../.....

.....
(print name of witness)

(date)

End of extension No. 1

SLQ File No: 570/250/182

**EXTENSION TO
SERVICE LEVEL AGREEMENT
FOR FIRST 5 FOREVER FAMILY LITERACY INITIATIVE
between
LIBRARY BOARD OF QUEENSLAND
and
MARANOA REGIONAL COUNCIL**

Extension No. 1

Extension Date: 30 June 2022

Original Service Level Agreement dated: 30 June 2021

Between the following parties:

Library Board of Queensland, a body corporate established under the *Libraries Act 1988*
(Qld)
of PO Box 3488
South Brisbane Q 4101
ABN: 45 872 652 679
(the "State Library")

and

Maranoa Regional Council
ABN: 99324089164
of PO Box 621
ROMA
QLD 4456
(the "Council")

4 APPLICABILITY OF EXTENSION

- 4.1 This extension is pursuant to the Original Service Level Agreement and does not affect the terms of the Original Service Level Agreement except as provided below.
- 4.2 This extension serves to extend the Original Service Level Agreement for one year to 30 June 2022.

5 REVISIONS

- 5.1 There are no revisions to the Original Service Level Agreement.

6 ADDITIONAL PROVISIONS

- 6.1 There are no additional provisions to the Original Service Level Agreement:

EXECUTION

The parties agree to extension No. 1 and agree to accept extension No. 1 to the Service Level Agreement:

SIGNED for and on behalf of the
LIBRARY BOARD OF QUEENSLAND
ABN 45 872 652 679

By Vicki McDonald

State Librarian and Chief Executive Officer

a duly authorised person in the presence of:

.....

(signature)

.....
(signature of witness)

...../...../.....
(date)

.....
(print name of witness)

SIGNED for and on behalf of
Maranoa Regional Council
ABN: 99324089164

a duly authorised person in the presence of:

.....

(signature)

.....
(signature of witness)

...../...../.....

.....
(print name of witness)

(date)

End of extension No. 1



**SERVICE LEVEL AGREEMENT
FOR FIRST 5 FOREVER FAMILY LITERACY INITIATIVE**

between

LIBRARY BOARD OF QUEENSLAND

and

MARANOA REGIONAL COUNCIL

1. TERMS OF AGREEMENT

- | | | |
|-----|---|--|
| 1.1 | Name of Council: | Maranoa Regional Council |
| 1.2 | Commencement Date: | 1 January 2019 |
| 1.3 | Completion Date: | 30 June 2021 |
| 1.4 | Council Contact Officer
(for enquiries): | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 1.5 | Library Board Contact Officer
(for enquiries): | <p>Local Government Coordination</p> <p>State Library of Queensland</p> <p>PO Box 3488</p> <p>South Brisbane Q 4101</p> <p>Phone (07) 3842 9049</p> <p>Email: lgc@slq.qld.gov.au</p> |

2. STATEMENT OF COOPERATION

- 2.1 The Library Board agrees to work collaboratively with Council to support the First 5 Forever Family Literacy Initiative (**First 5 Forever**).
- 2.2 Council agrees to expend the Grant received from the Library Board as specified in this Agreement and to use its best endeavours to implement First 5 Forever through its Public Library or IKC service for the continued benefit of its community.
- 2.3 Council agrees to publicly acknowledge the support of the State Government in the funding of the First 5 Forever initiative: <http://plconnect.slq.qld.gov.au/manage/funding-and-grants/funding-acknowledgement>
- 2.4 The Grant is to be expended only on eligible items, activities or projects as outlined in the First 5 Forever Guidelines available at: <http://plconnect.slq.qld.gov.au/resources/children-and-young-people/first-5-forever>, unless written permission is obtained by Council from the Library Board prior to expenditure of the Grant.

3. LIBRARY BOARD OBLIGATIONS

- 3.1 The Library Board agrees to comply with the Library Board obligations as specified in **Schedule A**.

4. COUNCIL OBLIGATIONS

- 4.1 Council agrees to comply with Council obligations as specified in **Schedule B**.

5. DISPUTE RESOLUTION

- 5.1 For the purpose of this clause, a dispute will have arisen when either Party gives notice to that effect to the other Party.
- 5.2 The Parties agree to attempt to settle any dispute arising in connection with this Agreement in Good Faith by negotiation.

6. FAILURE TO MEET OBLIGATIONS

- 6.1 If the Library Board is of the reasonable opinion that:
 - a) Council has failed to comply with any provision of this Agreement; or
 - b) the Grant is not being applied for the purposes authorised by this Agreement,then the Library Board may give notice to Council specifying the failure and requiring Council to remedy it within 28 days from the date of the notice.
- 6.2 If Council does not comply with a notice under clause 6.1, the Library Board may by further notice to Council elect to:
 - a) withhold the Grant or any Allocations until the notice under clause 6.1 is complied with;
 - b) alter the amount, timing or frequency of payment of the Grant or any Allocations; or

- c) require the repayment of the Grant or any Allocations paid to Council that remain unspent.

7. LIMITATION OF LIABILITY

- 7.1 To the maximum extent permitted by law, the Library Board's liability to Council for any claims in connection with this Agreement, howsoever arising, is limited to an amount equal to the total amount of the Grant paid to Council in the 12 months preceding the claim.

8. FURTHER ASSURANCE

- 8.1 Council must do all things (including by signing deeds and other documents) that are reasonably necessary to give full effect to this Agreement.

9. NOTICES

- 9.1 A notice or other communication to or by a Party under this Agreement:
- a) must be in writing;
 - b) may be delivered in person, by email or by post to an address of the recipient specified in this Agreement or any new address of the recipient known to the sender;
 - c) subject to paragraph (d), is deemed to be effective:
 - i) if delivered in person, upon delivery to the recipient;
 - ii) if sent by email, one Business Day after the date shown on the email of the sender, unless:
 - A) the sender receives an automated notification that the email has not been received by the intended recipient, in which case the notice is deemed to not have been served at the time of sending; or
 - B) receipt is acknowledged by the recipient sooner than one Business Day, in which case the notice is deemed to have been served at the time the receipt is acknowledged;
 - iii) if posted, eight Business Days after the date of posting to the addressee; and
 - d) if delivered or received on a day which is not a Business Day, it is taken to have been delivered or received on the following Business Day and, if delivered or received after 5:00pm (addressee's time), then notice is taken to have occurred at 9:00am on the following Business Day.

10. ENTIRE AGREEMENT

- 10.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter. It sets out the only conduct relied on by the Parties and supersedes all earlier conduct and prior agreements and understandings between the Parties in connection with its subject matter.

11. AMENDMENT

11.1 This document may be amended only by another written agreement executed by all the Parties.

12. NO ASSIGNMENT

12.1 The rights given to the Council under this document are personal to the Council and are not assignable.

12.2 The Council must not assign or charge its rights and obligations under this document.

13. SIGNATURES

IN WITNESS WHEREOF parties hereto have executed this Agreement on the dates below.

SIGNED for and on behalf of
The Library Board of Queensland

by Vicki McDonald
State Librarian and Chief Executive
Officer

a person duly authorised in that behalf

this 7 day of December 2018

in the presence of

DAVIDA NICHOLS
(Print Witness Name)

Vicki McDonald
(Signature)

David Nichols
(Witness Signature)

SIGNED for and on behalf of
Maranoa Regional Council

by Julie Reitano
Chief Executive Officer

a person duly authorised in that behalf

this 30th day of NOVEMBER 2018

in the presence of

ERIN TOMPKINS
(Print Witness Name)

Julie Reitano
(Signature)

Erin Tompkins
(Witness Signature)

Enclosures:

Schedule A - Library Board of Queensland Obligations
Schedule B - Council Obligations
Schedule C - Definitions

SCHEDULE A**LIBRARY BOARD OBLIGATIONS**

1. Provide a cash Grant calculated according to the First 5 Forever Grant Methodology to Council to participate in First 5 Forever, subject to the Library Board receiving such funds from the State Government.
2. Pay the Grant as fixed annual allocations (**Allocations**):

Allocation	Period	Amount
1	1 January 2019 to 30 June 2019	\$16,698.15
2	1 July 2019 to 30 June 2020	\$16,698.15
3	1 July 2020 to 30 June 2021	\$16,698.15

- a. Allocation 1 will be paid to Council within 28 days of receipt by the Library Board of the signed Agreement.
 - b. Allocation 2 will be paid to Council within 28 days of receipt of the Required Reporting Documentation by 31 August 2019.
 - c. Allocation 3 will be paid to Council within 28 days of receipt of the Required Reporting Documentation by 31 August 2020.
3. Provide Queensland Public Library Standards and Guidelines to encourage the continued development of public library services in Queensland.
4. Provide, from time to time, First 5 Forever Guidelines that detail the eligible items, activities or projects that govern the expenditure of the Grant:
<http://plconnect.slq.qld.gov.au/resources/children-and-young-people/first-5-forever>
5. Provide, from time to time, branding and media templates to enhance understanding of First 5 Forever, including, but not limited to:
 - a. Logos and devices associated with the initiative;
 - b. Key communication messages for public libraries and IKCs to use in their communications;
 - c. Content for media releases for adaptation by public libraries and IKCs;
 - d. Content for social media exposures and virtual marketing efforts;
 - e. Templates for banners or signs available for download; and
 - f. Time of State Library staff to assist with Media interviews where required.
6. Provide, from time to time, Resources and advice to enhance the skills of staff and the quality of programs being delivered to the community, including, but not limited to:
 - a. Professional development opportunities for Public Library and IKC staff in early years language and literacy throughout the duration of the Agreement;
 - b. Access to program content that provides examples of best practice in relation to programming for early years literacy;
 - c. Guidance on content of programs where requested; and

Service Level Agreement for First 5 Forever Family Literacy Initiative

- d. Storytelling kits for loan to public libraries or IKCs for use by library or IKC staff during Early Literacy Sessions.
- 7. Collect, collate and analyse data to evaluate the effectiveness of First 5 Forever on an annual basis.

SCHEDULE B

COUNCIL OBLIGATIONS

1. Provide free access to Early Literacy programming for children aged 0-5 and their families which strive to meet or exceed the First 5 Forever Guidelines.
2. Strive to embed Early Literacy strategies into all library and library-related programming and services targeting families of children aged 0-5.
3. Have management and operational practices which strive to meet or exceed the Queensland Public Library Standards and Guidelines.
4. Ensure expenditure of Grant funds and delivery of programming is consistent with eligible items, activities or projects as listed in the First 5 Forever Guidelines.
5. Liaise or partner with community groups or local early childhood services to:
 - a. increase access to families to library or IKC programming, Resources and services that support Early Literacy;
 - b. promote First 5 Forever strategies; and
 - c. promote the value of libraries and IKCs in supporting the development of strong Early Literacy foundations for children aged 0-5.
6. Establish or participate in cross-sector reference group/s comprising representatives from the following types of partner organisations in the local community:
 - a. Community Health Sector;
 - b. Early Childhood Education; and
 - c. Local not for profit agencies or State Government agencies already engaged in delivering services to families with children aged 0-5.
7. Publicly acknowledge the support of State Government through State Library where applicable. Visit the Public Libraries Connect First 5 Forever webpage www.plconnect.slq.qld.gov.au/resources/children-and-young-people/first-5-forever/first-5-forever-resources for funding acknowledgement guidelines.
8. Support and actively encourage library or IKC staff involved in the delivery of Early Literacy programming to develop and increase their capacity through their participation in professional development opportunities.
9. Provide information to the Library Board by 31 August each year on a template supplied by the Library Board on the outputs and outcomes of First 5 Forever programs and activities (**Required Reporting Documentation**) that may include:
 - a. Number of Early Literacy Sessions provided to the community;
 - b. Number of attendances at these sessions;
 - c. Evidence of outcomes, including photographs, media coverage and case studies; and
 - d. Financials associated with the delivery of First 5 Forever activities by Council.

Service Level Agreement for First 5 Forever Family Literacy Initiative

10. Immediately return all unspent Allocations to the Library Board at the earlier of the termination of this Agreement or the Completion Date.

SCHEDULE C**DEFINITIONS**

Where the following terms (in bold) are referred to throughout this agreement, they have the following meaning:

Agreement	this Agreement and any associated schedules.
Allocations	the fixed annual allocations of the Grant as set out in clause 2 of Schedule A of this Agreement.
Business Day	a day other than a Saturday, Sunday or public holiday.
Commencement Date	the date on which this Agreement begins to operate.
Community Health Sector	Health professionals including general practitioners, paediatricians, maternal health nurses, speech language pathologists and mental health practitioners who work locally within a particular community and respond directly to local health and developmental issues.
Completion Date	the date on which this Agreement ends.
Council	the Party set out in clause 1.1. For the purpose of this Agreement, Council is the third tier of government as identified in section 70 of the <i>Constitution of Queensland 2001</i> .
Early Childhood Education	recognised education programs available for children prior to formal schooling provided through kindergartens, stand-alone preschools, long day care settings and early learning centres, as well as preschool programs within the independent school sector.
Early Literacy	refers to the knowledge and skills (developed from birth) required for verbal and nonverbal communication, reading, and writing. Early literacy does not include learning to read.
Early Literacy Sessions	sessions that provide Early Literacy activities for children aged 0-5 and advocate to parents and carers the importance of their role in literacy and language development for their child. These sessions provide families with the support, and Resources required to actively engage with their child in Early Literacy activities.
First 5 Forever	has the meaning given in clause 2.1 of this Agreement.
First 5 Forever Grant Methodology	the First 5 Forever Grant Methodology for 2019 – 2021, as approved by the Honourable Leeanne Enoch, Minister for Environment and the Great Barrier Reef, Minister for Science and Minister for the Arts in 2018.
First 5 Forever Guidelines	the guidelines setting out the eligible items, activities or projects on which the First 5 Forever Grant may be expended. These guidelines are available at http://plconnect.slq.qld.gov.au/resources/children-and-

Service Level Agreement for First 5 Forever Family Literacy Initiative

young-people/first-5-forever

Good Faith	<p>means to act:</p> <ul style="list-style-type: none"> • honestly; • reasonably, having regard to the terms of this Agreement; and • co-operatively, by doing everything properly and reasonably within the control of a party which is necessary to enable the other party to perform its obligations under this Agreement.
Grant	an amount, calculated according to the First 5 Forever Grant Methodology, to be paid to Council as Allocations in accordance with clause 2 of Schedule A of this Agreement.
Libraries Act 1988	https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/L/LibrarArchA88.pdf
Library Board	The Library Board of Queensland, the governing body of the State Library which draws its powers from the <i>Libraries Act 1988</i> , and whose Chairperson is a signatory to this Agreement.
Resources	resources that support the delivery of Early Literacy activities for children aged 0-5, and/or advocate to parents and carers the importance of their role in literacy and language development for their child.
Parties	The Library Board and Council.
Public Library or Indigenous Knowledge Centre or IKC	<u>Public Library or Indigenous Knowledge Centre Service:</u> provide information, collections and services to members of the public through physical facilities, including both fixed and mobile branches. Overall funding and operation is provided by Council. Assistance may be provided by the Library Board in the form of cash grants, advisory and training services.
Queensland Public Library Standards and Guidelines:	the Queensland Public Library Standards and Guidelines are recommendations designed to assist Queensland public library staff and local governments in the planning and development of their library services. Further information is available on the Public Libraries Connect website: http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines
Required Reporting Documentation	has the meaning given in clause 9 of Schedule B of this Agreement.
State Government	the Queensland Government.
State Library	The State Library of Queensland controlled, managed and operated by the Library Board of Queensland pursuant to the <i>Libraries Act 1988</i> .



SERVICE LEVEL AGREEMENT
FOR PUBLIC LIBRARY SERVICES
between
LIBRARY BOARD OF QUEENSLAND
and
MARANOA REGIONAL COUNCIL

1. TERMS OF AGREEMENT

- | | | |
|-----|--|---|
| 1.1 | Name of Council: | Maranoa Regional Council |
| 1.2 | Commencement Date: | 1 July 2018 |
| 1.3 | Completion Date: | 30 June 2021 |
| 1.4 | Council Contact Officer
(for enquiries): | <u>Michelle Blair</u>
<u>Regional Libraries, Arts + Culture Development</u>
<u>Coordinator</u>
<u>Phone : 07 4624 0302</u>
<u>Email : michelle.blair@maranoa.qld.gov.au</u> |
| 1.5 | Library Board of Queensland
Contact
(for enquiries): | Local Government Coordination
State Library of Queensland
PO Box 3488
South Brisbane Q 4101
Phone (07) 3842 9056
Email: lgc@slq.qld.gov.au |

2. STATEMENT OF COOPERATION

- 2.1 The Library Board agrees to work collaboratively with Council to support the ongoing development and enhancement of Council's library or IKC service, and to assist in the strategic planning of its future.
- 2.2 The Library Board agrees to work with and on behalf of Council to advocate the value of libraries and IKCs to all government and industry bodies, and to build awareness of the changing role of libraries IKCs and the many opportunities for libraries and IKCs to add value to the community.
- 2.3 Council agrees to use its best endeavours to operate and develop its library or IKC service for the continued benefit of its diverse community.
- 2.4 Council agrees to publicly acknowledge the support of the Queensland Government in the funding of its library or IKC in the manner described at:
<http://plconnect.slq.qld.gov.au/manage/funding-and-grants/funding-acknowledgement>.

3. LIBRARY BOARD OBLIGATIONS

- 3.1 The Library Board agrees to comply with Library Board obligations as specified in **Schedule A**.

4. COUNCIL OBLIGATIONS

- 4.1 Council agrees to comply with Council obligations as specified in **Schedule B**.

5. DISPUTE RESOLUTION

- 5.1 For the purpose of this clause, a dispute will have arisen when either party gives notice to that effect to the other party.
- 5.2 The parties agree to attempt to settle any dispute arising in connection with this Agreement in good faith by negotiation.

6. FAILURE TO MEET OBLIGATIONS

- 6.1 If the Library Board is of the reasonable opinion that:
 - a. Council has failed to comply with any provision of this Agreement; or
 - b. the Grant is not being applied for the purposes authorised by this Agreement,then the Library Board may give notice in writing to Council specifying the failure and requiring Council to remedy it within 28 days.
- 6.2 If Council does not comply in a timely manner with a notice under clause 6.1, the Library Board may, by further notice in writing, do one or more of the following:
 - a. withhold any instalments of the Grant until the notice under clause 6.1 is complied with;
 - b. alter the amount, timing or frequency of payment of the Grant;

- c. withdraw Library Resources and materials supplied by the Library Board that have not been purchased by Council;
- d. require the repayment of Grant funds provided previously to Council that remain unspent ; or
- e. immediately terminate this Agreement.

7. LIMITATION OF LIABILITY

- 7.1 To the maximum extent permitted by law, the Library Board's liability to Council for any claims in connection with this Agreement, howsoever arising, is limited to the total amount of the Grant funds paid to Council in the 12 months preceding the claim.

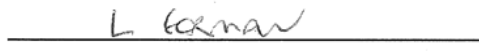
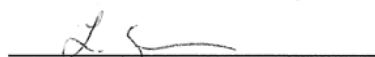
8. FURTHER ASSURANCE

- 8.1 Council must do all things (including by signing deeds and other documents) that are reasonably necessary to give full effect to this Agreement.

Service Level Agreement for Public Library Services – Rural Libraries Queensland

9. SIGNATURES**IN WITNESS WHEREOF** parties hereto have executed this Agreement on the dates below.**SIGNED** for and on behalf of
The Library Board of Queenslandby Vicki McDonald
State Librarian and Chief Executive
Officer
(Signature)a person duly authorised in that behalf
this 6 day of JUNE 2018

in the presence of:


(Print Witness Name)
(Witness Signature)**SIGNED** for and on behalf of
Maranoa Regional Council
Julie Reitano
by Chief Executive Officer
(Signature)a person duly authorised in that behalf
this 24th day of May 2018

in the presence of

ERIN TOMAKINS
(Print Witness Name)
(Witness Signature)**Enclosures:**Schedule A - Library Board Obligations
Schedule B - Council Obligations
Schedule C - Definitions

SCHEDULE A**LIBRARY BOARD OBLIGATIONS**

1. Allocate a notional Grant, calculated according to the Public Library Grant Methodology, to Council to support the development of and the provision of library collections to RLQ services and to refresh agreed proportions of this stock at regular intervals.
2. If this Agreement is terminated by either party, the Library Board will meet the cost of the return of Library Resources supplied by the Library Board, unless alternative arrangements have been agreed with the Council, including to transition to an Independent Library service or an IKC service as appropriate.
3. Coordinate state-wide and/or targeted initiatives or programs, and administer resources and funding through specific additional documentation which clearly outlines the expected outcomes, funding offer, obligations, guidelines, reporting and acquittal requirements of each initiative / program.
4. Administer and maintain the LMS for managing library materials and resources provided by the Library Board, maintain authentication protocols to third-party e-content platforms and supply items required to access the LMS and e-content (membership cards, item barcodes).
5. Through the Public Library Grant, pay the cost of delivering Library Resources between Council's nominated service points and the State Library or the nominated service points of other Local Government councils that provide RLQ and IKC services.
6. Provide Queensland Public Library Standards and Guidelines to encourage the continued development of public library and RLQ services in Queensland.
7. Engage with Council on matters affecting public libraries and RLQs, and work collaboratively with Council to support the ongoing development and enhancement of library and RLQ services across Queensland.
8. Provide advice, consultancy and training on public library services, and give feedback to Council on library performance.
9. Provide an annual Local Resources Grant to Council by no later than 31 August each year following acceptance of the Annual Reporting documentation by the Library Board. The Local Resources Grant amount will be allocated for library sites that operate 6 hours or more per week, and is to be used for local needs such as the purchase of new technologies, consumable materials to support programming, or other resources as required.
10. Publish an annual Queensland Public Libraries Statistical Bulletin detailing the performance of public libraries.
11. Provide the infrastructure and platform for an online Directory of Queensland Public Libraries.
12. Make available State Library's strategic plan and policy documents.

SCHEDULE B**COUNCIL OBLIGATIONS**

1. Assign notional Grant funding allocated by the Library Board, to State Library for the purpose of purchasing Library Resources for the RLQ service on the basis that the Library Board will provide Library Resources to Council and exchange agreed proportions of this stock at regular intervals.
2. Return the Library Resources supplied by the Library Board if this Agreement is terminated by either the Library Board or the Council, unless alternative arrangements have been agreed with the Library Board, including to transition to an Independent Library Service or an IKC as appropriate.
3. Participate in state-wide and/or targeted initiatives or programs and deliver related programs and/or resources in the manner specified by the Library Board through specific additional documentation which clearly outlines the initiative or programs specific obligations, expenditure, guidelines, reporting, and acquittal requirements.
4. Enable library staff access to the LMS through the provision of suitable IT equipment and internet connectivity for all staffed library branches.
5. Provide a free public library service including:
 - a. entry to the library;
 - b. assistance to use the library facilities and resources;
 - c. lending, reference and information services;
 - d. access to the Online Public Access Catalogue from within each library branch;
 - e. access to electronic resources and library and information services over the Internet, and access to the Internet through public access computers or devices, or via Wi-Fi for customers using their own devices;
 - f. services and programs that promote knowledge, literacy, social inclusion and diversity, and emerging technologies to the community; and
 - g. Reciprocal Borrowing of Library Resources provided by the Library Board across all Queensland public libraries and IKCs.
6. Have management and operational practices which strive to meet or exceed the Queensland Public Library Standards and Guidelines.
7. Expend the Local Resources Grant annually in the manner specified in clause 9 of Schedule A.
8. Support library staff to participate regularly in training opportunities provided by the Library Board, or other registered training organisations, to develop the capacity of library staff to deliver excellent library services and programs.
9. Maintain a website providing, as a minimum, information on library service points and opening hours, how to join, facilities and services, programs and events, access to the Online Public Access Catalogue, discovery tools and key contact information.

Service Level Agreement for Public Library Services – Rural Libraries Queensland

10. Process and distribute items between RLQ and IKC service points in a timely and cost-effective manner to provide a high-level of client service.
11. Provide Annual Reporting documents to the Library Board by no later than 31 August each year including a:
 - a. Statistical Return, completed on a template supplied by State Library;
 - b. Public Library Outcomes Report, completed on a template supplied by State Library; and
 - c. current strategic and/or operational plan for the library service.
12. Ensure that library details are recorded in the online Directory of Queensland Public Libraries and are kept current and accurate.
13. Collaborate with State Library for the advancement of all public libraries and RLQs across the state.

SCHEDULE C

DEFINITIONS

Where the following terms (in bold) are referred to throughout this agreement, they have the following meaning:

Agreement:	this Agreement and any associated schedules.
Annual Reporting:	the Annual Reporting to the Library Board is due by no later 31 August each year. It is to be completed using a template supplied by State Library, and includes: a completed Statistical Return which collates each Councils annual statistical data; a Public Library Outcomes Report which collects information about Councils compliance with the Obligations in Schedule B and the current capacity of its library service; and a current strategic and/or operational plan for the library service.
Commencement Date:	the date on which this Agreement begins to operate.
Completion Date:	the date on which this Agreement ends.
Directory of Queensland Public Libraries:	the Directory of Queensland Public Libraries provides information about library services and their branches within Queensland. It can be searched by location, geographical region, type of library or key word search. Each library's details page provides information about its opening hours, address, phone number, branch administrators and a link to the library web page and online catalogue. There is also information about other major library service staff.
Discovery Tool:	a Discovery Tool is a software product which automatically searches across all of a library's online sources - such as catalogues, databases, servers and search engines - and provides the results to a library user in one list at the same time. Further information is available in the <i>Queensland Public Library Standards and Guidelines – Technology Standard</i> : http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines
Grant:	an annual amount paid to Council calculated according to the Public Library Grant Methodology.
Independent Library:	a Queensland public library where overall funding and operation is provided by Council with assistance provided by the Library Board in the form of a cash Grant, advisory and training services and provision of some centralised collections.
Indigenous Knowledge Centre (IKC):	a knowledge centre where overall funding and operation is provided by Council with assistance provided by the Library Board in the form of a cash Grant, advisory and

	training services and provision of Library Collection.
Interlibrary Loans:	resource sharing based on reciprocity, co-operation and fairness between libraries and IKCs, enabling library clients to obtain materials that a library or IKC cannot purchase because they fall outside the scope of the library's collection development policy. Further information is available in the <i>Queensland Public Library Standards and Guidelines</i> – Interlibrary Loans Standard: http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines .
Library Board:	the Library Board of Queensland, the governing body of the State Library of Queensland which draws its powers from the <i>Libraries Act 1988</i> , and whose Chairperson is a signatory to this Agreement.
Library Collection:	Library Resources that have been deliberately acquired, usually over a period of time, according to a defined policy or plan, and which are grouped according to format, topic, audience, or use. Further information is available in the <i>Queensland Public Library Standards and Guidelines</i> – Library Collections Standard: http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines .
Library Management System (LMS):	<p>a Library Management System is an enterprise resource planning system for a library, used to track items owned, orders made, bills paid, and patrons who have borrowed. A LMS usually comprises a relational database, software to interact with that database, and two graphical user interfaces (one for patrons, one for staff). Most LMSs separate software functions into discrete programs called modules, each of them integrated with a unified interface. Examples of modules might include:</p> <ul style="list-style-type: none"> • acquisitions (ordering, receiving, and invoicing materials); • cataloging (classifying and indexing materials); • circulation (lending materials to patrons and receiving them back); • serials (tracking magazine, journals, and newspaper holdings); and • the Online Public Access Catalogue (OPAC - public interface for users).
Library Priority Project:	a project implemented by an Independent library service which supports the transition towards innovative library services, for which a proposal must be submitted to State Library for approval by the State Librarian and CEO on behalf of the Library Board prior to commencement of the project.
Library Resources	<p>these may include, regardless of format:</p> <ul style="list-style-type: none"> • a book or any part of a book • a newspaper, magazine, journal or pamphlet

- a map, plan or chart
- printed music
- electronic or multimedia resources
- resources that support library programs
- adaptive technology for people with a disability to access library resources.

Further information is available in the *Queensland Public Library Standards and Guidelines* – Library Collections Standard: <http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines>.

Local Resources Grant:

a small grant which is allocated to library sites that operate for 6 hours or more per week, including outreach services delivered outside the physical library. Grant funds are to be expended during the financial year they are allocated.

Online Public Access Catalogue:

an online database of materials held by a library or IKC through which users can search a Library Management System to browse, search for, borrow and reserve items from the library for their personal use.

Public Library Grant Methodology:

the Public Library Grant Methodology for 2018 – 2021 as approved by the Minister for Environment and the Great Barrier Reef, the Minister for Science and the Minister for the Arts.

Public Library Outcomes Report:

an annual report submitted by Council to the Library Board which details Council's compliance with its obligations under this Agreement.

Queensland Public Library Standards and Guidelines:

the Queensland Public Library Standards and Guidelines are recommendations designed to assist Queensland public library staff and local governments in the planning and development of their library services. Further information is available on the Public Libraries Connect website: <http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines>.

Queensland Public Libraries Statistical Bulletin:

the annual Queensland Public Libraries Statistical Bulletin provides valuable information about Local Government libraries in Queensland. The data provides for state-wide benchmarking across key indicators and can be used for Local Government reports, funding submissions and to benchmark Queensland library services with library services in other states.

Reciprocal Borrowing:

the cooperative sharing of Library Resources, with public libraries making their collections available to other Queensland residents directly through free membership and by Interlibrary Loans. Further information is available in the *Queensland Public Library Standards and Guidelines* – Interlibrary Loans Standard: <http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines>.

standards-and-protocols/standards-and-guidelines.**Rural Libraries
Queensland (RLQ):**

a collaborative scheme between State Government and Council that delivers library collections and services to Councils with less than 15,000 population. The Library Board provides Library Collections, training and advisory services, while the Council provides staffing, physical infrastructure, and access to an Online Public Access Catalogue.

State Library:

the State Library of Queensland controlled, managed and operated by the Library Board of Queensland pursuant to the *Libraries Act 1988*.

Statistical Return:

the instrument used to obtain data from Council for inclusion in the annual *Queensland Public Libraries Statistical Bulletin*:
<http://plconnect.slq.qld.gov.au/manage/statistics/annual-statistical-bulletins>.

OFFICER REPORT

Meeting: Ordinary 23 June 2021

Date: 3 June 2021

Item Number: 13.6

File Number: D21/43896

SUBJECT HEADING: Services Australia (Centrelink) - Surat Agency Agreement - 2021/22

Classification: Open Access

Officer's Title: Lead Librarian

Executive Summary:

Services Australia (Centrelink) has invited the Maranoa Regional Council to provide Agent Services in Surat for the period commencing 1 July 2021 and ending on 30 June 2022.

The signed contract document needs to be returned to Services Australia by 30 June 2021 through electronic upload via the Agent Portal.

Officer's Recommendation:

That Council:

1. Endorse the provision of services in Surat as an Agent for Services Australia (Centrelink); and
2. Authorise the Chief Executive Officer to agree to final terms and to sign the agreement.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

N/A

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
QGAP	Queensland Government Agency Program

Context:

Why is the matter coming before Council?

Services Australia (Centrelink) has invited the Maranoa Regional Council to provide Agent Services in Surat for the period commencing 1 July 2021 and ending on 30 June 2022.

The Agent site will be evaluated throughout the 2021/2022 period using a demand and usage model. Should usage trends continue as they have been during this period, there is a likelihood that it will be proposed that the Surat Agent transition to an access point the following year.

The Surat Cobb & Co Changing Station operates as a multi-function complex with the core business providing library and cultural services. The Surat Library also offers additional services for QGAP (Queensland Government Agency Program) and the Department of Human Services, previously referred to as Centrelink Services.

Services Australia request the return of the agreement by 30 June 2019 through electronic upload via the Agent Portal.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

In previous years Council has provided the services of an Agent and due to a steady decline in the usage of the service, Services Australia initially offered a contract to provide access point services only for the community.

Services Australia contacted us again on Thursday, 3 June to advise that this proposal had been reconsidered and they were now wishing to maintain the current level of services provided at Surat. This new report has been prepared with details of the new contract.

The table below shows usage statistics for the Surat Agent for the last seven (7) financial years. The downturn in usage can be mainly attributed to the online availability of services through the use of MyGov.

DEPARTMENT OF HUMAN SERVICES – CENTRELINK AGENT STATISTICS – SURAT LIBRARY							
	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
July	46	28	18	15	18	16	7
August	26	20	18	16	8	15	7
September	42	15	17	11	9	12	8
October	52	14	10	6	8	6	7
November	24	27	8	8	10	3	4
December	28	21	11	8	3	7	1
January	47	33	15	20	16	9	3
February	45	25	16	17	11	20	6
March	45	19	16	11	20	12	7
April	27	25	2	14	18	12	7
May	30	24	21	26	10	12	

June	36	19	21	18	8	4	
	448	270	173	170	139	128	57

The differences between an Agent and an Access Point can be seen in the table below.

1.3 Comparing Agent and Access Point Services

Services Available	With an Agent	At an Access Point
Face-to-face help	✓	Not available
Get help to set up and access digital services	✓	Not available
Ask questions and get a referral	✓	Not available
Access to a telephone, an internet-enabled computer and printer and photocopier	✓	✓
Get brochures and fact sheets	✓	✓
Call us using the phone provided	✓	✓
Use the phone claiming service	✓	✓
Get reply paid Medicare envelopes	✓	✓
Scan and upload claim forms and documents	✓	✓
Copy and certify identity documents	✓	✓

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

N/A

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Surat Library staff

Ed Sims, Manager, Economic & Community Development
David Horrigan, Agent Coordinator & Rural Services Support, Service Zone South
Queensland, Department of Human Services

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

N/A

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)?? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

N/A

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

As outlined in the Schedule of Payments included in the Letter of Offer, the Maranoa Regional Council would receive a monthly agent payment of \$1,618.69 inc GST for the 2021/2022 financial year – a total payment of \$19,424.28 for the year.

This total contract amount sees an increase of \$5,145.56 from the previous year's contract price.

The Agent site will be evaluated throughout the 2021/2022 period using a demand and usage model. Should usage trends continue as they have been during this period, there is a likelihood that it will be proposed that the Surat Agent transition to an access point the following year, resulting in a decrease in the contract amount.

The Library staff at the Surat Cobb & Co Changing Station provides QGAP and Department of Human Services as a value-added service to their existing duties and presents no additional financial implications to the Maranoa Regional Council.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?
(Interested Parties Analysis - IS9001:2015)

The public is the primary stakeholder in this decision.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Despite having seen a decline in the use of Centrelink Services in the last few years, mainly due to services now being available online, there is still a need for a physical location at which customers can conduct Centrelink business. Those who use the service are made up of local community members and travelers alike. With the closest Services Office located in Dalby, it is a 238km drive for customers to receive a face-to-face service.

The current location is the ideal location for these services to be housed.

It is therefore recommended that Council continue to provide Centrelink Services through an Agent site at the Surat Library.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council:

1. Endorse the provision of services in Surat as an Agent for Services Australia (Centrelink); and
2. Authorise the Chief Executive Officer to agree to final terms and to sign the agreement.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.14 Libraries

Supporting Documentation:

[1](#) DRAFT_DHS Contract_Surat Agent Host
2021/2022_between Services Australia and Maranoa
Regional Council

L21/76

Report authorised by:

Manager - Economic & Community Development

Deputy Chief Executive Officer/Acting Director Infrastructure Services



Australian Government
Services Australia

2021/22 Host Contract

Dear Host,

Services Australia is pleased to provide you with a contract offer for the 2021/2022 contract period. Your contract documents are attached.

What have we sent you?

In this email you will find:

- Invitation Pack made up of:
 - *Schedule 1 – Offer Signing Page* – which needs to be signed and returned to us,
 - *Schedule 2 – Details Schedule* – which sets out what services you are being contracted to provide on our behalf. You should review *Section 3 Details to Complete* and ensure that outdated or missing information is corrected and completed,
 - *Schedule 3 – Payment Schedule* – which tells you what and when you will be paid,
 - *Schedule 4 – Next Steps Checklist* - which tells you what you need to do and by when,
- Special conditions and additional clauses are also attached where they are applicable to your contract.

The Terms & Conditions have been updated with a very minor change relating to Pre-Engagement Packs. Your Zone Coordinator can explain this change to you. A copy of the new Terms & Conditions can be found in the Learning Portal.

What do you need to do?

You should complete all tasks contained in the *Next Steps Checklist* which includes returning the signed contract document by 30 June 2021 via the Agent Portal.

If you have any questions about the contract process please contact your Zone Coordinator.

Regards

National Agent & Access Point Team



Australian Government
Services Australia

Ref: ER16/11194
3 June 2021

Maranoa Regional Council
Surat Council Library
62 Burrowes Street
SURAT QLD 4417

National Agents & Access Points Program 2021-2022 Invitation Pack

Dear Sir / Madam

We, Services Australia, are committed to improving access to, and the quality of, services to Customers in rural, regional and remote Australia. If we cannot provide Services directly, we act through Agents and Access Points.

We are pleased to invite you, Maranoa Regional Council, to provide the Services listed in the table. The Service period is from 1 July 2021 to 30 June 2022 that is, for a [1 year] term. [Services Australia has 4, 1 year options to renew.] Our invitation to you is subject to us being satisfied with your completed documents and our checks.

The Invitation Pack consists of this Invitation Letter and:

- Schedule 1 – Offer Signing Page
- Schedule 2 – Details Schedule
- Schedule 3 – Payment Schedule
- Schedule 4 – Next Steps Checklist

Schedules 2 and 3 set out the Details Schedule and Payment Schedule to this Invitation Pack. This includes details about the Services we would like you to provide, and where, and what we propose to pay. Please check it carefully.

If you would like to provide these Services, please do the things listed in the Next Steps Checklist (Schedule 4). This includes:

- reading all the documents
- completing the information needed in the Details Schedule (Schedule 2)
- signing the Offer Signing Page (Schedule 1).

We must receive your completed documents by 30 June 2021. Signing the contract does not result in a binding contract and we can decide not to proceed, or to proceed on different terms.

When we receive your documents, we will check them and check any other matters we think are relevant.

If these checks are satisfactory and we want you to provide the Services, we will send you an Acceptance Letter. When we send that letter, then we have a legal Contract with you.

You can find more information about the Program at www.servicesaustralia.gov.au.



Australian Government

Services Australia

For the meaning of a word, phrase or abbreviation, please read Part D (Meaning of Words) in the Terms and Conditions.

Please use the Zone Contact in the Details Schedule to contact us if you have any questions about the Contract or the Program.

You may also want to talk to a lawyer if you need advice about the legal arrangements.

Yours sincerely

National Agents & Access Points Team
On behalf of the Commonwealth of Australia
as represented by Services Australia
Level 2, Naylor House
191 Pulteney Street
Adelaide SA 5000
naapt@servicesaustralia.gov.au



Australian Government
Services Australia

NAAP PROGRAM INFORMATION PACK

SCHEDULE 1 - OFFER SIGNING PAGE

Please sign in the place appropriate for you and your organisation.

By signing this Offer, you agree:

- that if we send you an Acceptance Letter, we will have a legally binding contract
- to provide the Services listed in the Details Schedule and T&Cs in the way we expect
- to comply with any Special Conditions
- that each of your first-time Host Contacts will promptly complete the Declaration of Confidentiality and return it to us before delivering Services
- for Agent Hosts, that each of your first-time Specified Personnel will promptly complete the Declaration of Confidentiality and the Pre-Engagement Pack documents and return them to us before delivering Services
- for Access Point Hosts, that each of your first-time Specified Personnel will promptly complete the Declaration of Confidentiality and return it to us before delivering Services
- you need to have a minimum of 2 (two) Specified Personnel
- you will have at least one Specified Personnel at the Site during Contract Hours.

By signing this Offer, you confirm that:

- you are authorised to sign this Offer on behalf of the Host
- the information in the Details Schedule is correct
- you have read this Information Pack including the T&Cs
- you have valid workers compensation insurance and public liability insurance certificates as required by the T&Cs.

A IF YOU ARE SIGNING FOR A GOVERNMENT BODY, OR AN ASSOCIATION OR ORGANISATION	
Executed by Maranoa Regional Council ABN 99 324 089 164 by its duly authorised representative:	
_____ (Please Print Name)	_____ (Signature) (Date)
_____ Title/Authorised Position	
In the presence of:	
_____ Witness (Print Name)	_____ (Signature) (Date)
_____ Address	



Australian Government
Services Australia

B IF YOU ARE AN INDIVIDUAL (NATURAL PERSON) OR SOLE TRADER	
Executed by Maranoa Regional Council ABN 99 324 089 164:	
_____ (Please Print Name)	_____ (Signature) _____ (Date)
In the presence of:	
_____ Witness (Print Name)	_____ (Signature) _____ (Date)
_____ Address	

C IF YOU ARE SIGNING FOR A COMPANY (WITH MORE THAN 1 DIRECTOR)	
Executed by Maranoa Regional Council ABN 99 324 089 164 in accordance with section 127 (1) of the Corporations Act 2001 (Cth):	
_____ (Please Print Name)	_____ (Signature) _____ (Date)
Position: Director or Company Secretary (cross out whichever position does not apply)	
_____ (Please Print Name)	_____ (Signature) _____ (Date)
Position: Director or Company Secretary (cross out whichever position does not apply)	



Australian Government
Services Australia

D IF YOU ARE SIGNING FOR A COMPANY, AND ARE THE SOLE DIRECTOR AND SOLE COMPANY SECRETARY	
Executed by Maranoa Regional Council ABN 99 324 089 164 in accordance with section 127 (1) of the Corporations Act 2001 (Cth):	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> (Please Print Name)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> (Signature) <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px; float: right;"></div> (Date)
Position: Sole Director and Company Secretary	
In the presence of:	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Witness (Print Name)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> (Signature) <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px; float: right;"></div> (Date)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Address	



Australian Government
Services Australia

NAAP PROGRAM INFORMATION PACK SCHEDULE 2 - DETAILS SCHEDULE

1 SERVICES

1.1 Agent Services

If we appoint you as an Agent Host, you will play an important community role. You will help us deliver services and programs to our Customers. For example:

- providing access to a telephone, an internet-enabled computer, fax machine and printer/ photocopier for government business
- providing face-to-face help and on-site support
- providing information about our products, forms and services
- assisting customers to lodge claim forms and documents
- confirming identity documents
- responding to Customer enquiries and providing assistance, guidance and referrals as detailed in the training

1.2 Access Point Services

If we appoint you as an Access Point Host, you will also play an important community role. The Services you will provide include:

- providing access to a telephone, an internet-enabled computer, fax machine and printer/ photocopier for government business
- confirming identity documents

1.3 Comparing Agent and Access Point Services

Services Available	With an Agent	At an Access Point
Face-to-face help	✓	Not available
Get help to set up and access digital services	✓	Not available
Ask questions and get a referral	✓	Not available
Access to a telephone, an internet-enabled computer and printer and photocopier	✓	✓
Get brochures and fact sheets	✓	✓
Call us using the phone provided	✓	✓
Use the phone claiming service	✓	✓
Get reply paid Medicare envelopes	✓	✓
Scan and upload claim forms and documents	✓	✓
Copy and certify identity documents	✓	✓



Australian Government
Services Australia

1.4 Complying with our Terms & Conditions

If we appoint you, you must provide the Services in accordance with our Terms and Conditions. If you are an Agent Host you must comply with the Agent provisions. If you are an Access Point Host, you must comply with the Access Point provisions. We may also ask you to perform other or different Services. We must be reasonable. If you agree we will give you the information you need.

1.5 Services at more than one Site

If you provide Services at more than one Site, this Contract applies to each Site separately. There may be different conditions between Sites. For example, for one Site you may be an Agent Host. For another Site, you may be an Access Point Host. The Details and Payments Schedules specify which Services you are providing at which Site.

2 PAYMENT

2.1 General – applies to Agent Hosts and Access Point Hosts

- You will be paid according to the Payment Schedule / Tax Invoice (in schedule 3).
- The Contract Price is the GST inclusive amount.
- If you are not registered for GST, the Contract Price will be the amount specified in the Contract. That is, we will **not** pay you the GST.
- Payment and repayment can be for part weeks or part days

2.2 Agent Host specific

- The Contract Price is calculated for the Contract Hours, on the Business Days, in the Contract Weeks. This is specified in the Details and Payment Schedules. If you notify us that this could change, and we agree to the change, we will send you a contract variation.
- The Contract Price will be paid monthly. This is specified in the Details and Payment Schedule.
- Payment for the Contract starts from when the Services begin. We will adjust the first or last payments if needed.

2.3 Access Point Host specific

- You will be paid to have our Equipment operating at the Access Point.
- The Contract Price will be paid monthly. This is specified in the Details and Payment Schedule.
- Payment for the Contract starts from when the Services begin. We will adjust the first or last payments if needed



Australian Government
Services Australia

3 DETAILS TO COMPLETE

Please check **all** details are correct (and, where relevant, confirm in the **tick box**) and **all** blank fields are completed. If changes are needed please:

- (a) cross out incorrect information
- (b) clearly write the correction
- (c) **initial** the correction.

Note: We can accept or reject any changes.

Service	Site	Zone
Agent	Surat	South Queensland

Item	Host Details		Tick box if details are correct
1	Name of Host	Maranoa Regional Council	<input type="checkbox"/>
2	Email Address	suratlibrary@maranoa.qld.gov.au	<input type="checkbox"/>
3	ABN	99 324 089 164	<input type="checkbox"/>
4	GST Status	Registered	<input type="checkbox"/>
5	Address	Surat Council Library 62 Burrowes Street SURAT QLD 4417	<input type="checkbox"/>
6	How many employees does your organisation have?		<input type="checkbox"/>
7	Is your organisation at least 50 per cent Indigenous owned?	Yes / No	<input type="checkbox"/>
Contract Details			
8	Start Date	01 July 2021	
9	End Date	30 June 2022	
10	Weekly Hours	5	<input type="checkbox"/>
11	Term	1 year	
12	Options	We (Services Australia) have 4 x 1 year options to renew	
13	Review Period	We will conduct a review every 6 months	
Host and Site Contacts			
14	Host Contact	Joanna Weinert	<input type="checkbox"/>
15	Host Contact Phone Number	(13) 0000 7662	<input type="checkbox"/>
16	Site Contact	Joanna Weinert	<input type="checkbox"/>
17	Site Contact Phone Number	(07) 4626 5136	<input type="checkbox"/>
18	After Hours Emergency Phone	(04) 3799 8258	<input type="checkbox"/>
Specified Personnel			
19	Required Number of Specified Personnel	At least 2 for each Site At least 1 available at each Site during Contract Hours	
20	Name		
	Joanna Weinert	Abbey McNamara	<input type="checkbox"/>



Australian Government
Services Australia

	Susan Ware		<input type="checkbox"/>
			<input type="checkbox"/>
Training Due Date			
21	for Agent Services	All learning is due 90 days from when the training is assigned.	
22	for Access Point Services	All learning is due 90 days from when the training is assigned.	
Services Australia's Zone Contact Details			
23	Zone Contact Email Address	SQLD.COMMUNITY.ENGAGEMENT@servicesaustralia.gov.au	
24	Zone Contact Phone Number	(07) 3884 2934	
Service Type, Site, Business Days & Contract Hours			
25	Service Type	Site	Business Days – equipment will be available
	Agent	62 Burrowes Street Surat QLD 4417	Mon: 9:00am to 4:30pm <input type="checkbox"/>
			Tue: 9:00am to 4:30pm <input type="checkbox"/>
			Wed: 9:00am to 4:30pm <input type="checkbox"/>
			Thu: 9:00am to 4:30pm <input type="checkbox"/>
			Fri: 9:00am to 4:30pm <input type="checkbox"/>
26	Service Type	Site	Contract Hours – Agent sites only
	Agent	62 Burrowes Street Surat QLD 4417	Mon: <input type="checkbox"/>
			Tue: <input type="checkbox"/>
			Wed: <input type="checkbox"/>
			Thu: <input type="checkbox"/>
			Fri: <input type="checkbox"/>

By ticking this box, you confirm that the details completed by you in this part 3 (Details to Complete) are complete and accurate

☐



Australian Government
Services Australia

**NAAP PROGRAM INFORMATION PACK
SCHEDULE 3 - PAYMENT SCHEDULE**

AGENT PAYMENT FORM

***Schedule of Contract Payments between Services Australia and Maranoa Regional Council for
Provision of Agent Services at Surat***

Date: **01 July 2021**

Maranoa Regional Council
ABN: 99 324 089 164
Surat Council Library
62 Burrowes Street
SURAT QLD 4417

Services Australia
ABN: 90 794 605 008
Level 2, 191 Pulteney Street
ADELAIDE SA 5000

Schedule of Payments:

Date payable (or as soon as possible after the Contract takes effect)		GST Exclusive	GST	Total GST inclusive
Payment 1	15 July 2021	\$1,471.54	\$147.15	\$1,618.69
Payment 2	15 August 2021	\$1,471.54	\$147.15	\$1,618.69
Payment 3	15 September 2021	\$1,471.54	\$147.15	\$1,618.69
Payment 4	15 October 2021	\$1,471.54	\$147.15	\$1,618.69
Payment 5	15 November 2021	\$1,471.54	\$147.15	\$1,618.69
Payment 6	15 December 2021	\$1,471.54	\$147.15	\$1,618.69
Payment 7	15 January 2022	\$1,471.54	\$147.15	\$1,618.69
Payment 8	15 February 2022	\$1,471.54	\$147.15	\$1,618.69
Payment 9	15 March 2022	\$1,471.54	\$147.15	\$1,618.69
Payment 10	15 April 2022	\$1,471.54	\$147.15	\$1,618.69
Payment 11	15 May 2022	\$1,471.54	\$147.15	\$1,618.69
Payment 12	15 June 2022	\$1,471.54	\$147.15	\$1,618.69
Total Contract		\$17,658.44	\$1,765.84	\$19,424.28

NOTE:

FOR SERVICES AUSTRALIA OFFICE USE ONLY

Cost Centre: 1100152

Vendor Number:1006276

G/L Code: 47312



Australian Government
Services Australia

NAAP PROGRAM INFORMATION PACK

SCHEDULE 4 - NEXT STEPS CHECKLIST

Number	Item	Done?
1	Read the Terms and Conditions (T&Cs) that are relevant to you. If you are an Agent Host you must comply with Agent provisions. If you are an Access Point Host, you must comply with Access Point provisions.	
2	Fill in or update any information required in the Details Schedule (e.g. for the Host Contact, Site Contact and Specified Personnel).	
3	Check all the information at point 3 of Schedule 2 and make changes by the 30 June 2021	
4	Sign and Date the Offer Signing Page. Check whether you are signing for yourself or a company, partnership, association or other business.	
5	Sign in front of a witness (unless 2 directors are signing) and ask the witness to sign.	
6	Submit the following to us via OOM (our Organisational Online Mail) by the 30 June 2021. Attn: South Queensland <ul style="list-style-type: none"> the signed Offer Signing Page the completed Details Schedule 	
7	Before they can provide Services, Host Contacts and Specified Personnel must read, sign and return the Declaration of Confidentiality and the Pre-Engagement Pack as required by the T&Cs and Details Schedule.	
You can find more information about the Program (and links to the documents) at www.servicesaustralia.gov.au .		

COUNCILLOR REQUEST FOR AN AGENDA REPORT

Meeting: Ordinary 23 June 2021

Date: 14 June 2021

Item Number: 16.1

File Number: D21/47262

SUBJECT HEADING: Non-for-profit Labour Hire Company

Classification: Open Access

Councillor's Title: Cr Tyson Golder

Executive Summary:

Proposal for Council to start a Council owned separate non-for-profit entity that would provide labour hire opportunities to fill labour requirements in the Maranoa.

Councillor's Recommendation:

That a report be prepared for an upcoming Council meeting.

Details of Requested Agenda Report:

This service would provide a pathway of long-term employment support for long term unemployed and newly arrived Australians to fill increasing needs for labour in the Maranoa.

Supporting Documentation:

Nil

COUNCILLOR REQUEST FOR AN AGENDA REPORT

Meeting: Ordinary 23 June 2021

Date: 14 June 2021

Item Number: 16.2

File Number: D21/47092

SUBJECT HEADING: The Big Cafe - Public Access to Oil Patch Gardens

Classification: Open Access

Councillor's Title: Cr Tyson Golder

Executive Summary:

Proposal for public access to be made available to the Oil Patch Gardens from the Big Rig Café, and placement of a gate to encourage visitation to the Big Rig Café in the vicinity of the miniature train ride and playground area at the Big Rig.

Councillor's Recommendation:

That a report be prepared for an upcoming Council meeting.

Details of Requested Agenda Report:

Currently patrons to the Big Rig Café cannot access or view the gardens located within the oil patch. These are gardens maintained by Council and accessing them would enhance the experience for visitors and residents to the cafe. I would like to propose that these gardens be made accessible to the public from the Big Rig Café.

I would also like to propose that a gate be placed in the vicinity of the playground and miniature train line, so that visitors to these areas can access the Big Rig Café. Appropriate signage could be placed near the gate to encourage visits to the café, with the gate locked outside of visitor / café opening hours to maintain securing at the site.

Supporting Documentation:

Nil