



AGENDA

TORRES STRAIT ISLAND REGIONAL COUNCIL

SPECIAL MEETING

June 2022

Thursday, 23rd June 2022, 3:00pm – 3:45pm

Video Conference

COUNCIL ORDINARY MEETING

Thursday 23rd June 2022

Agenda Items:

- | | | |
|----|------------------------|--|
| 1. | <u>3:00pm – 3:05pm</u> | <u>Welcome and Opening Remarks</u> |
| 2. | <u>3:05pm – 3:10pm</u> | <u>Apologies</u> |
| 3. | <u>3:10pm – 3:15pm</u> | <u>Declaration of Conflict of Interest (COI) (Prescribed and Declarable)</u> |
| 4. | <u>3:15pm – 3:15pm</u> | <u>COUNCIL MOVE INTO CLOSED BUSINESS</u> |
| 5. | <u>3:15pm – 3:25pm</u> | <u>CEO – CB – Interchange Agreement with Department of Energy and</u>
<u>Public Works</u> |
| 6. | <u>3:25pm – 3:25pm</u> | <u>COUNCIL MOVE OUT OF CLOSED BUSINESS</u> |
| 7. | <u>3:25pm – 3:40pm</u> | <u>COMMUNITY - Department of Health Deed of Variation</u> |
| 8. | <u>3:40pm – 3:45pm</u> | <u>Closing Remarks and Prayer</u> |



TORRES STRAIT ISLAND REGIONAL COUNCIL

AGENDA REPORT

CLOSED BUSINESS REPORT

SPECIAL MEETING:	June 2022
DATE:	23 June 2022
ITEM:	Agenda Item for Resolution by Council
SUBJECT:	Interchange Agreement with Department of Energy and Public Works
AUTHOR:	James William

Recommendation:

It is recommended that Council resolve:

1. To enter into an interchange agreement pursuant to Section 184 of the *Public Service Act 2008* (Qld) with the Department of Energy and Public Works; and
2. Pursuant to Sections 236 and 257 of the *Local Government Act 2009* (Qld), to delegate to the CEO the power to negotiate, make, sign, amend or discharge an interchange agreement without limitation.

Executive Summary:

Council has an urgent requirement to provide management and leadership for the Building Services Unit (**BSU**) due to vacancies in the roles of 'Executive Director Building and Community' and 'Head of Building Services'.

It is proposed to address this urgent need on an interim basis, by the use of an interchange agreement with the Department of Energy and Public Works (**the Department**), which will provide a senior government executive to work as a Director of BSU. This is a temporary arrangement proposed to be used whilst permanent solutions are developed and implemented.

Background:

1. TSIRC currently has staffing issues within the Building and Community Services Portfolio (**BCS**).
2. BCS does not have an Executive Director.
3. Further the BSU, which forms a substantial part of the BCS portfolio, does not have a permanent Head of Department.
4. TSIRC has undertaken a recruitment program for the Executive Director role (with a focus on building), including an external campaign through Peak Services, internal advertising and direct approaches. No suitable candidate has been identified.
5. A temporary plan has been put in place to manage the Community Services part of the BCS portfolio, being through Dawson Sailor undertaking higher duties and the CEO undertaking direct supervision and management of Mr Sailor.

6. TSIRC needs to urgently implement a management solution for the BSU part of the portfolio. BSU is responsible for significant revenue for Council, has a number of contractual obligations to meet and requires experienced management.
7. In order to meet the urgent needs of the BCS portfolio and specifically BSU, it is recommended for Council to enter into an interchange agreement, with the Department of Energy and Public Works (**the Department**) to supply one of the Department's Senior Executives to perform a contractual role of 'Director, Building Services' for a 12 month period, working within Council's offices.
8. During the 12 month interchange period, it is intended to undertake a departmental review to consider the best structure for the Building and Community portfolio. If any change to the structure is recommended, consultation with Council and staff will then occur. Once role certainty is established, recruitment for a permanent staff member to perform the Executive Director function will occur.

Comment:

1. The use of the interchange agreement is proposed as an interim solution to provide effective management of BSU.
2. It is an interim arrangement only and Council will continue to pursue a permanent employee for the Executive role (once the required role has been clearly identified and documented).
3. The interim arrangement is considered an effective solution as:
 - (a) it allows Council access to the services of a qualified and trained government employee with expertise in managing building projects;
 - (b) it meets Council's urgent need for effective management of the BSU team. The employee will remain employed by the Department but will carry out the required management tasks and responsibilities under direction of Council's CEO;
 - (c) the arrangement is for 12 months but can be terminated on 4 weeks notice, should Council be able to recruit earlier and hence provides Council with flexibility.
4. The interchange agreement is a temporary arrangement and does not involve the establishment of a permanent contractual role. No consultation obligations are triggered under Council's Industrial Instruments by this arrangement.

Considerations:

Risk Management

Council has an urgent need to provide an effective management solution for the BSU team. Without strong leadership and management, there is considerable risk for Council of contractual breaches, mismanagement of building projects and stakeholder dissatisfaction.

Reputational

The employee supplied by the Department under the interchange agreement, will have authority to act on behalf of Council and will represent Council to external stakeholders. This risk will be managed by requirements for the employee to comply with Council's Code of Conduct and other policies and procedures. Further the employee will be subject to supervision by the CEO.

Council Finance

The interchange agreement is between Council and the Department, and requires Council to cover the employment costs of the employee, together with temporary relocation costs and accommodation.

The estimated costs of the agreement are:

- (a) Employment costs (rates vary due to a variation in the Department's remuneration obligations from 1 September 2022):
 - (i) from 4 July 2022 to 31 August 2022: \$16,638.50 per month; and
 - (ii) From 1 September 2022 to 30 June 2022: \$17,008.83 per month.
- (b) Accommodation Costs: estimated to be \$700.00 per week;
- (c) Temporary relocation costs estimated to be \$5000.00 over the term of the agreement.

These costs are covered in next year's budget.

Consultation:

- MacDonnells Law

Links to Strategic Plans:

This policy strategically aligns to specific delivery objectives under all 3 pillars of Council's Corporate Plan, being People, Sustainability and Prosperity.

Statutory Requirements:

Local Government Act 2009

Local Government Regulation 2012

Conclusion:

It is recommended Council resolve to:

1. Enter into an interchange agreement pursuant to Section 184 of the *Public Service Act 2008* (Qld) with the Department of Energy and Public Works; and
2. Pursuant to Sections 236 and 257 of the *Local Government Act 2009* (Qld), delegate to the CEO the power to negotiate, make, sign, amend or discharge an interchange agreement without limitation.



Recommended:

James William
Chief Executive Officer



TORRES STRAIT ISLAND REGIONAL COUNCIL

AGENDA REPORT

MEETING:	Special Meeting
DATE:	23 June 2022
ITEM:	Agenda Item for Resolution by Council
SUBJECT:	Department of Health – Deed of Variation 4-7SY55KL
AUTHOR:	Dawson Sailor, Head of Community Services

Resolution:

Council resolves to

- Approve Deed of Variation 4-7SY55KL with Department of Health
and
- Delegate authority to the Chief Executive Officer under the provisions of the *Local Government Act 2009*:
 - power to make, amend or charge the funding agreement; and
 - power to negotiate, finalise and executive any and all matters associated in relation to this funding agreement, without limitation any options and/or variations.

Executive Summary:

The purpose of this report is to seek Council resolution to execute funding agreement 4-7SY55KL with Department of Health for 2022-23 financial year.

In accordance with Councils Strategic External Grant Funding Policy “*Formal Council resolution is required prior to the execution of grant funding agreements for amounts over \$1,000,000,000.*”

The Agreement allows continuation of Home and Community Care (HACC) services in Councils’ local government area.

Background:

The Commonwealth Department of Health provides grant funding for Council to deliver Home and Community Care (HACC) related services across our region. Councils’ Community Services team delivers the following services to approximately 120 eligible clients, as necessary. These services include:

- Domestic Assistance – *provide assistance with domestic chores to maintain their capacity to manage everyday activities in a safe, secure and healthy home environment.*
- Personal Care – *Support in activities of daily living that help them maintain appropriate standards of hygiene and grooming.*
- Meals – *to educate, train and re-skill eligible frail, older people in preparing and cooking a meal in their own home to promote their independence*
- Home Modifications – *provide support or referral on home modifications that increase or maintain levels of independence, safety, accessibility and wellbeing.*
- Respite – *support and maintain care relationships between carers and clients, through providing quality respite care so that regular carers can take a break.*

- Social Support – *participate in community life and feel socially included through structure, group-based activities that develop maintain or support independent living and social interaction*
- Transportation – *provide or support access to transport services that supports their access to the community.*
- Client Care Coordination – *provide services that restore, improve or maintain clients health, wellbeing and independence.*
- Support with equipment use – *provide access to goods, equipment or assistive technology which enables the client to perform tasks they would otherwise be unable to do or promote the clients safety and independence.*

Funding background

On 21st May 2018, the Department of Health initiated a five year Grant Agreement (4-7RK0T5H) with Council to fund delivery of HACC related services under the Commonwealth Home Support Programme (CHSP) to 30th June 2023. Total value of the Agreement is \$2,133,330.74 apportioned across the financial years.

In accordance with the agreement, both parties agree to execute variation of deed each financial year. This Variation of Deed (attached) commits Council for the final year of Agreement (2022-23). Total value of the Variation of Deed 2022-23 is \$439,579.79 to continue service provisions of HACC services. A breakdown of the 2022-23 Funding is outlined below in Table 1.

Table 1:

CHSP - Agreement 2022/23	
Activity Type	Excl. GST
Home Modifications	\$ 5,219.03
Goods Equipment and Assistive Technology	\$ 7,938.38
Other Food Services	\$ 10,948.35
Transport	\$ 15,217.74
Personal Care	\$ 16,906.34
Social Support	\$ 17,736.50
Flexible Respite	\$ 18,342.61
Allied Health & Therapy Services	\$ 46,676.04
Domestic Assistance	\$ 300,594.80
Total Grant Funding 2022/23	\$ 439,579.86

Comment:

Nil

Considerations

Risk Management

Agreement requires Councils resolution and execution by close of business 24 June 2022 . The Department has indicated no further extension beyond 24th June 2022.

Council Finance

Council do not have capacity to fund the service from own source funds. HACC services is reliant on the grant funding.

Consultation:

- Department of Health
- Melissa Wright, Acting Manager Enterprise Development
- Hollie Faithfull, Executive Director Finance
- Peter Krebs, Manager Legal Services

Links to Strategic Plans:

Outcome 3: We ensure accessibility to community support services

- 3.1 Advocate for greater care and accessibility option for elderly and disabled community members, ensuring families remain connected.

Statutory Requirements:

Local Government Act 2009

Local Government Regulation 2012

Conclusion:

That Council resolves to approve and delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to execute any and all matters associated with or in relation to this funding agreement.

**Endorsed:**

Dawson Sailor

Head of Community Services

Attachment 1 – CHSP-P3262 TSIRC- 4-75Y55KL



Department of Health

Organisation ID:	1-1CSVTS
Agreement ID:	4-7RK0T5H
Program Schedule ID:	4-7SY55KL

Deed of Variation in relation to Aged Care Services

1. Date

This Deed is made on

2. Parties

This Deed is made between:

1. The Commonwealth, as represented by Department of Health, ABN 83 605 426 759 (the 'Commonwealth'); and
2. Torres Strait Island Regional Council, ABN 15 292 645 165 (the 'Grantee').

3. Context

- A. The Parties entered in an agreement on 21 May 2018 under which the Commonwealth gave a Grant to the Grantee for Aged Care Services (the 'Agreement').
- B. The Parties have agreed to amend the Agreement on the terms and conditions contained in this Deed.

4. Amendments

With effect from the date of execution of this Deed, the Agreement is amended:

Funding for existing Activities under this Agreement is adjusted as per the table below. This table shows only those existing Activities with funding varied under this Deed:

Activity Name	Activity Id	Financial Year	Current Grant Amount (excl. GST)	Variation Amount (excl. GST)	New Total Grant Amount (excl. GST)
Home Modifications - Community and Home Support	4-7ZNMQZR	2018-2019	\$6,829.00	\$0.00	\$6,829.00
Home Modifications - Community and Home Support	4-7ZNMQZR	2019-2020	\$4,981.23	\$0.00	\$4,981.23
Home Modifications - Community and Home Support	4-7ZNMQZR	2020-2021	\$5,055.95	\$0.00	\$5,055.95
Home Modifications - Community and Home Support	4-7ZNMQZR	2021-2022	\$5,141.90	\$0.00	\$5,141.90

Home Modifications - Community and Home Support	4-7ZNMQRZ	2022-2023	\$0.00	\$5,219.03	\$5,219.03
Goods Equipment and Assistive Technology - Community and Home Support	4-7ZNMR2U	2018-2019	\$7,464.70	\$0.00	\$7,464.70
Goods Equipment and Assistive Technology - Community and Home Support	4-7ZNMR2U	2019-2020	\$7,576.67	\$0.00	\$7,576.67
Goods Equipment and Assistive Technology - Community and Home Support	4-7ZNMR2U	2020-2021	\$7,690.32	\$0.00	\$7,690.32
Goods Equipment and Assistive Technology - Community and Home Support	4-7ZNMR2U	2021-2022	\$7,821.06	\$0.00	\$7,821.06
Goods Equipment and Assistive Technology - Community and Home Support	4-7ZNMR2U	2022-2023	\$0.00	\$7,938.38	\$7,938.38
Other Food Services - Community and Home Support	4-7ZNQQR1	2018-2019	\$10,295.07	\$0.00	\$10,295.07
Other Food Services - Community and Home Support	4-7ZNQQR1	2019-2020	\$10,449.50	\$0.00	\$10,449.50
Other Food Services - Community and Home Support	4-7ZNQQR1	2020-2021	\$10,606.24	\$0.00	\$10,606.24
Other Food Services - Community and Home Support	4-7ZNQQR1	2021-2022	\$10,786.55	\$0.00	\$10,786.55
Other Food Services - Community and Home Support	4-7ZNQQR1	2022-2023	\$0.00	\$10,948.35	\$10,948.35
Transport - Community and Home Support	4-7ZNQR0S	2018-2019	\$14,309.71	\$0.00	\$14,309.71
Transport - Community and Home Support	4-7ZNQR0S	2019-2020	\$14,524.36	\$0.00	\$14,524.36
Transport - Community and Home Support	4-7ZNQR0S	2020-2021	\$14,742.23	\$0.00	\$14,742.23
Transport - Community and Home Support	4-7ZNQR0S	2021-2022	\$14,992.85	\$0.00	\$14,992.85
Transport - Community and Home Support	4-7ZNQR0S	2022-2023	\$0.00	\$15,217.74	\$15,217.74
Personal Care - Community and Home Support	4-7ZNQR3L	2018-2019	\$15,897.56	\$0.00	\$15,897.56
Personal Care - Community and Home Support	4-7ZNQR3L	2019-2020	\$16,136.02	\$0.00	\$16,136.02

Personal Care - Community and Home Support	4-7ZNQR3L	2020-2021	\$16,378.06	\$0.00	\$16,378.06
Personal Care - Community and Home Support	4-7ZNQR3L	2021-2022	\$16,656.49	\$0.00	\$16,656.49
Personal Care - Community and Home Support	4-7ZNQR3L	2022-2023	\$0.00	\$16,906.34	\$16,906.34
Social Support - Group - Community and Home Support	4-7ZNQR6E	2018-2019	\$16,678.25	\$0.00	\$16,678.25
Social Support - Group - Community and Home Support	4-7ZNQR6E	2019-2020	\$16,928.42	\$0.00	\$16,928.42
Social Support - Group - Community and Home Support	4-7ZNQR6E	2020-2021	\$17,182.35	\$0.00	\$17,182.35
Social Support - Group - Community and Home Support	4-7ZNQR6E	2021-2022	\$17,474.45	\$0.00	\$17,474.45
Social Support - Group - Community and Home Support	4-7ZNQR6E	2022-2023	\$0.00	\$17,736.57	\$17,736.57
Flexible Respite - Care Relationships and Carer Support	4-7ZNQR97	2018-2019	\$17,248.14	\$0.00	\$17,248.14
Flexible Respite - Care Relationships and Carer Support	4-7ZNQR97	2019-2020	\$17,506.86	\$0.00	\$17,506.86
Flexible Respite - Care Relationships and Carer Support	4-7ZNQR97	2020-2021	\$17,769.46	\$0.00	\$17,769.46
Flexible Respite - Care Relationships and Carer Support	4-7ZNQR97	2021-2022	\$18,071.54	\$0.00	\$18,071.54
Flexible Respite - Care Relationships and Carer Support	4-7ZNQR97	2022-2023	\$0.00	\$18,342.61	\$18,342.61
Allied Health and Therapy Services - Community and Home Support	4-7ZNQRC2	2018-2019	\$43,890.95	\$0.00	\$43,890.95
Allied Health and Therapy Services - Community and Home Support	4-7ZNQRC2	2019-2020	\$44,549.31	\$0.00	\$44,549.31
Allied Health and Therapy Services - Community and Home Support	4-7ZNQRC2	2020-2021	\$45,217.55	\$0.00	\$45,217.55
Allied Health and Therapy Services - Community and Home Support	4-7ZNQRC2	2021-2022	\$45,986.25	\$0.00	\$45,986.25
Allied Health and Therapy Services - Community and Home Support	4-7ZNQRC2	2022-2023	\$0.00	\$46,676.04	\$46,676.04
Domestic Assistance - Community and Home Support	4-7ZNQREV	2018-2019	\$282,658.71	\$0.00	\$282,658.71
Domestic Assistance - Community and Home Support	4-7ZNQREV	2019-2020	\$286,898.59	\$0.00	\$286,898.59

Domestic Assistance - Community and Home Support	4-7ZNQREV	2020-2021	\$291,202.07	\$0.00	\$291,202.07
Domestic Assistance - Community and Home Support	4-7ZNQREV	2021-2022	\$296,152.51	\$0.00	\$296,152.51
Domestic Assistance - Community and Home Support	4-7ZNQREV	2022-2023	\$0.00	\$300,594.80	\$300,594.80
Total			\$1,693,750.88	\$439,579.86	\$2,133,330.74

This variation extends the provider's agreement for service delivery until the end of 2022-23 financial year.

Revised payment amounts, reporting milestones and other detailed amendments resulting from this Deed are described in the Program Schedule, including any attachments, enclosed.

5. Entire agreement and interpretation

- 5.1 The parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.
- 5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.
- 5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

Signatures

Organisation ID:	1-1CSVTS
Agreement ID:	4-7RK0T5H
Program Schedule ID:	4-7SY55KL

Executed as a deed

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Health, ABN 83 605 426 759 in the presence of:

(Name of Departmental Representative)

(Signature of Departmental Representative)

.../.../.....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

.../.../.....

Signed, sealed and delivered by Torres Strait Island Regional Council, ABN 15 292 645 165 in accordance with its rules, and who warrants that he/she is authorised to sign this Deed:

(Name and position held by Signatory)

(Signature)

.../.../.....

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

.../.../.....

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. If requested by you, the words ‘as trustee of the XXX Trust’ could be included at the end of the name.

Schedule – Amendments to the Agreement

- *The Program Schedule 4-7SY55KL is deleted and replaced with the updated Program Schedule 4-7SY55KL enclosed.*