

LEGISLATIVE ASSEMBLY OF THE NORTHERN TERRITORY**WRITTEN QUESTION**

Mr Stirling

to Attorney-General

Supplementary Question to Written Question 82 (Leader of the Opposition to Attorney-General)

1. In respect of \$1,205,501.86 paid from the Legal Services vote, the information which was provided in the Attorney-General's response to Written Question 82 of the seventh Assembly:
 - (a) what were the matters; and
 - (b) who were the private legal practitioners.
2. In respect of the amount referred to in question 1, how much was spent on:
 - (a) local practitioners; and
 - (b) interstate practitioners.
3. Of the amount referred to in question 1, how much was on:
 - (a) local counsel fees; and
 - (b) interstate counsel fees.
4. What are the details of the tendering process preceding a decision to brief a specific private practitioners.
5. Will the Attorney-General table the agreements made pursuant to which \$1,205,501.86 was paid from the Legal Services vote.
6. Does a *pro forma* agreement exist for the payments referred to in question 5.
7. Is a specific agreement concluded in:
 - (a) some cases; or
 - (b) all cases.
8. If the answer to question 7(a) is yes, on what basis is a specific agreement reached.
9. What policy is applied in making a decision whether to brief a matter to private practitioners or whether to use legal services provided by officers of the Attorney-General's Department.
10. On what basis are matters referred to interstate legal practitioners.
11. Should a legal services agreement be made with a local private practitioner, what terms are included in such agreements in respect of seeking advice from interstate practitioners.

ANSWER

When answering please return 2 copies to The Clerk of the Legislative Assembly

See attachment.

RESPONSE TO WRITTEN QUESTION NO 16

- 1-3 In answer to your supplementary questions Nos 1-3, I advise that none of the amounts referred to in Written Question No 82 were paid out of my Department's Legal Services vote. The amounts were paid from the budgets of the agencies on whose behalf private legal practitioners were engaged. The details you require are accordingly not available to me without making further inquiries of the agencies in question.
4. In respect of the Attorney-General's Department, the procurement of private legal services is governed by guidelines issued by the Chairman of the Procurement Review Board pursuant to the Procurement Act. More particularly, Guideline G15 requires gazettal of contracts for legal services valued in excess of \$5,000.00 and Guideline G16 requires the approval of the Northern Territory Industry Search and Opportunities Office prior to obtaining legal services from outside the Territory. Discussions between the Solicitor for the Northern Territory and the Procurement Review Board resulted in agreement that implementation of the following procedures would constitute compliance:-
- Guideline G15 - A list is regularly gazetted which advises in respect of each matter where the value of legal services to be provided is estimated to exceed \$5,000, the file number, the name of the practitioner and the daily rates agreed for the legal services to be provided.
- Guideline G16 - The requirement to obtain prior approval from the Board has been waived on the basis that a quarterly report listing the interstate practitioners engaged in that quarter and the dollar value (where available) is provided to the Board.
5. As advised in answer to questions 1-3, the information is not available to me without going to the agencies in question.
6. I am not aware of any proforma agreement. The Solicitor for the Northern Territory has provided advice and assistance to certain agencies on request in the negotiation of costs agreements with private practitioners. Such advice and assistance is given on a solicitor-client basis and is confidential.
7. The Solicitor for the Northern Territory gives advice on cost agreements where it is requested to do so. I am unaware of the nature of any cost agreements that may have been arrived at without the assistance of the Solicitor for the Northern Territory.
8. See answer to question 7.
9. Northern Territory agencies are under no obligation to exclusively use the services of the Solicitor for the Northern Territory. Decisions of this nature are matters for the agency in question.
10. See answer to question 9.
11. The terms of any cost agreements are matters for the respective agencies to conclude.