

*A progressive, diverse and caring community,  
with access to modern services and infrastructure,  
in a unique part of the world*

# MINUTES

of the

**Ordinary Meeting of Council**

held

**WEDNESDAY 19<sup>th</sup> MAY 2021**

Shire of Cuballing,  
Council Chambers  
Campbell Street, Cuballing



# **COUNCIL MEETING PROCEDURES**

1. All Council meetings are open to the public, except for matters raised by Council under “confidential items”.
2. Members of the public may ask a question at an ordinary Council meeting at “Public Question Time”.
3. Members of the public who are unfamiliar with meeting procedures are invited to seek advice at the meeting. If unsure about proceedings, just raise your hand when the Presiding Member announces Public Question Time.
4. All other arrangements are in accordance with the Council’s standing orders, policies and decisions of the town.

## **DISCLAIMER**

No responsibility whatsoever is implied or accepted by the Shire of Cuballing for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff. The Shire of Cuballing disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council/Committee meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person’s or legal entity’s own risk.

In particular, and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Cuballing during the course of any meeting is not intended to be and is not taken as notice or approval from the Shire of Cuballing. The Shire of Cuballing warns that anyone who has an application lodged with the Shire of Cuballing must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of that application and any conditions attaching to the decision made by the Shire of Cuballing in respect of the application.



<b>1.</b>	<b>DECLARATION OF OPENING:</b> .....	<b>2</b>
<b>2.</b>	<b>ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:</b> .....	<b>2</b>
2.1.1	Attendance	2
2.1.2	Apologies	2
2.1.3	Leave of Absence	2
<b>3.</b>	<b>STANDING ORDERS:</b> .....	<b>2</b>
<b>4.</b>	<b>PUBLIC QUESTION TIME:</b> .....	<b>3</b>
<b>4.1</b>	<b>RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE:</b> .....	<b>3</b>
<b>4.2</b>	<b>WRITTEN QUESTIONS PROVIDED IN ADVANCE:</b> .....	<b>3</b>
<b>4.3</b>	<b>PUBLIC QUESTIONS FROM THE GALLERY:</b> .....	<b>3</b>
<b>5.</b>	<b>APPLICATIONS FOR LEAVE OF ABSENCE:</b> .....	<b>3</b>
<b>6.</b>	<b>CONFIRMATION OF MINUTES:</b> .....	<b>3</b>
6.1.1	Ordinary Meeting of Council held on Wednesday 21 <sup>st</sup> April 2021	3
<b>7.</b>	<b>PETITIONS/DEPUTATIONS/PRESENTATIONS/ SUBMISSIONS:</b> .....	<b>4</b>
7.1.1	Peel Harvey Catchment Council	4
<b>8.</b>	<b>DISCLOSURE OF FINANCIAL INTEREST:</b> .....	<b>8</b>
<b>9.</b>	<b>REPORTS OF OFFICERS AND COMMITTEES:</b> .....	<b>8</b>
<b>9.1</b>	<b>DEPUTY CHIEF EXECUTIVE OFFICER:</b> .....	<b>8</b>
9.1.1	List of Payments – April 2021	8
9.1.2	Statement of Financial Activity – For the Period Ending 30 <sup>th</sup> April 2021	15
9.1.3	Out of Budget Expense – DFES Water Tank Allocations	37
9.1.4	Provision of Online Licensing Services – Variation and Extension of Agreement	41
<b>9.2</b>	<b>CHIEF EXECUTIVE OFFICER:</b> .....	<b>143</b>
9.2.1	Proposed Boundary Realignment – Lots 100 & 429 Great Southern Highway, Cuballing	143
9.2.2	Wheatbelt Secondary Freight Network – Formalising Commitment	150
9.2.3	Shire of Cuballing and Shire of Wickpin Local Emergency Management Arrangements – 5 Year Review	164
<b>9.3</b>	<b>MANAGER OF WORKS AND SERVICES:</b> .....	<b>235</b>
9.3.1	10 Year Road Construction Program – 2021 to 2031	235
<b>10.</b>	<b>ELECTED MEMBERS’ MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN:</b> .....	<b>241</b>
<b>11.</b>	<b>URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING:</b> .....	<b>241</b>
11.1.1	Urgent Business – Electoral System for the Election of the Western Australian Legislative Council	241
11.1.2	Electoral System for the Election of the Western Australian Legislative Council	243
<b>12.</b>	<b>CONFIDENTIAL MATTERS:</b> .....	<b>256</b>
<b>13.</b>	<b>NEXT MEETING:</b> .....	<b>256</b>
<b>14.</b>	<b>CLOSURE OF MEETING:</b> .....	<b>256</b>



## **1. DECLARATION OF OPENING:**

The Shire President, Cr Conley, declared the meeting open at 2:03pm.

## **2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:**

### **2.1.1 Attendance**

Cr Mark Conley	President
Cr Eliza Dowling	Deputy President
Cr Scott Ballantyne	
Cr Dawson Bradford	
Cr Robert Harris	
Cr Deb Hopper	
Mr Gary Sherry	Chief Executive Officer
Mr Bruce Brennan	Manager of Works and Services
Ms Mel Durack	Operations Manager, Land Conservation & Agriculture, PHCC
Ms Nicole Ramsay	Administration Officer, PHCC
Ms Helen Brookes	Urbaqua

### **2.1.2 Apologies**

Ms Bronwyn Dew	Deputy Chief Executive Officer
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### **2.1.3 Leave of Absence**

Nil

## **3. STANDING ORDERS:**

### **COUNCIL DECISION – 2021/042:**

**That Standing Orders be suspended for the duration of the meeting to allow for greater debate on items.**

**Moved Cr: Cr Ballantyne**

**Seconded: Cr Dowling**

**Carried 6/0**



**4. PUBLIC QUESTION TIME:**

**4.1 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE:**

Nil

**4.2 WRITTEN QUESTIONS PROVIDED IN ADVANCE:**

Nil

**4.3 PUBLIC QUESTIONS FROM THE GALLERY:**

Nil

**5. APPLICATIONS FOR LEAVE OF ABSENCE:**

Cr Hopper requested Leave of Absence from the Ordinary Council Meeting scheduled for 21<sup>st</sup> July 2021.

**COUNCIL DECISION – 2021/043:**

**That Council grant Cr Hopper Leave of Absence from the Ordinary Council Meeting scheduled for 21<sup>st</sup> July 2021.**

**Moved: Cr Dowling**

**Seconded: Cr Ballantyne**

**Carried 6/0**

**6. CONFIRMATION OF MINUTES:**

**6.1.1 Ordinary Meeting of Council held on Wednesday 21<sup>st</sup> April 2021**

**COUNCIL DECISION – 2021/044**

**That the Minutes of the Ordinary Meeting of Council held on Wednesday 21<sup>st</sup> April 2021 be confirmed as a true record of proceedings.**

**Moved: Cr Dowling**

**Seconded: Cr Bradford**

**Carried 6/0**



## **7. PETITIONS/DEPUTATIONS/PRESENTATIONS/ SUBMISSIONS:**

### **7.1.1 Peel Harvey Catchment Council**

Ms Mel Durack, Operations Manager, Land Conservation & Agriculture, Peel-Harvey Catchment Council, and Ms Helen Brookes, Urbaqua, presented the Council on the progress of implementing the Hotham-Williams River Action Plan (RAP).

The RAP has been prepared to provide a basis for rehabilitation works and a summary of baseline conditions to monitor the effects of future on ground works.

The RAP is a key component of the PHCC and Newmont Community Partnership Agreement entitled Hotham-Williams Rivers and Tributaries' Natural Resource Management and Conservation Project. Additional funding was provided by the Shire of Cuballing for the Yornaning Dam reach assessment.

A significant part of the RAP has been to investigate eight (8) reaches on the Hotham and Williams Rivers, all of which have significant environmental values and were identified by the PHCC through a process of prioritisation. The identified reaches are:

- Yornaning Dam, creek lines of the Hotham River (Shire of Cuballing);
- Popanyinning townsite, Hotham River (Shire of Cuballing);
- Hotham River Nature Reserve, Hotham River (Shire of Cuballing);
- Pumphreys Bridge, Hotham River (Shire of Pingelly, Shire of Cuballing & Shire of Wandering);
- Ranford (Darminning) Pool, Hotham River (Shire of Boddington);
- Williams townsite, Williams River (Shire of Williams);
- Boraning Reserve, Williams River (Shire of Williams); and
- Quindanning, Williams River (Shire of Williams & Shire of Boddington).

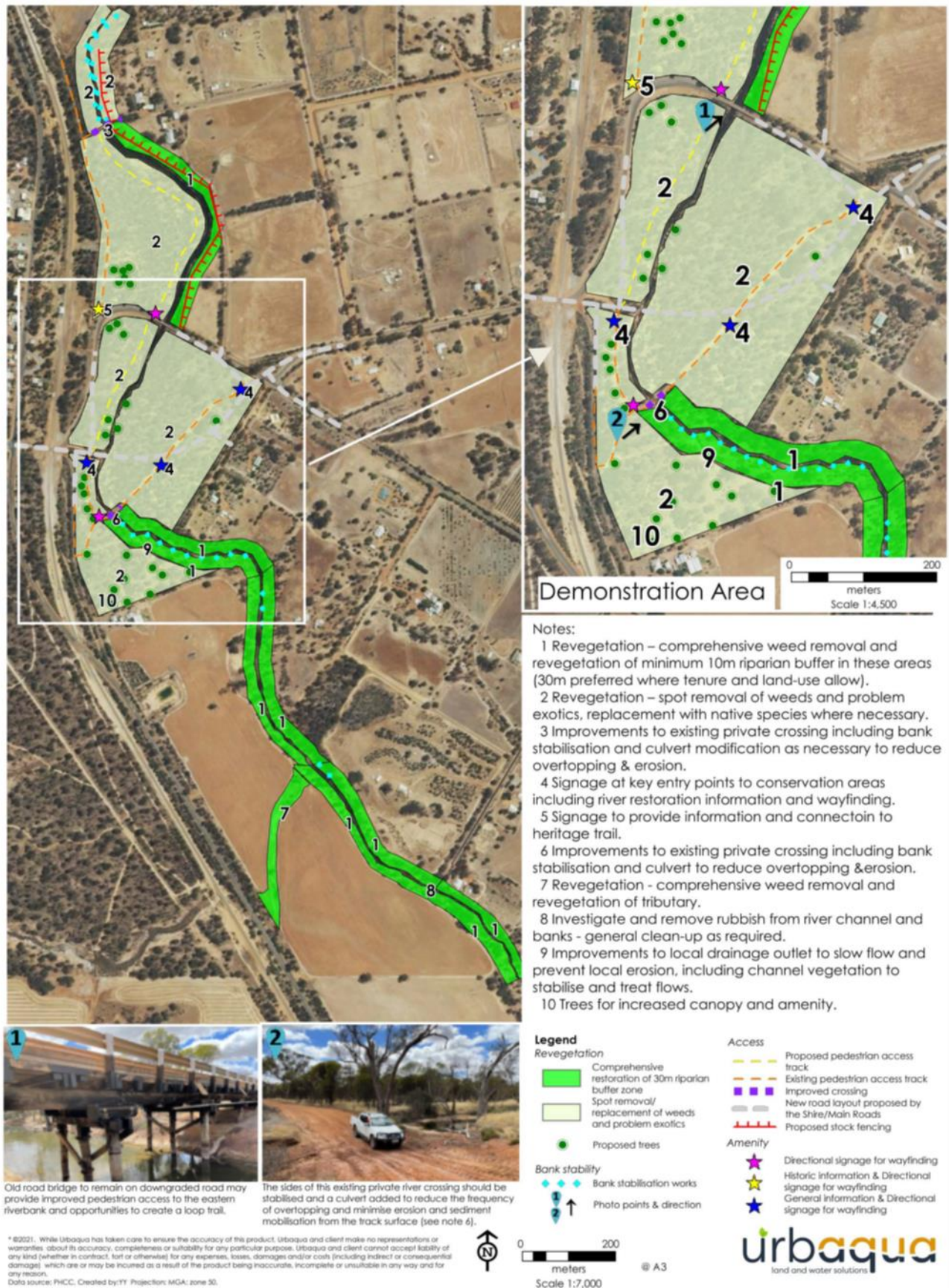
The majority of the Rivers demonstrated the impacts of land use pressures, including historical clearing for agriculture and residential development. The condition of channels varied from degraded and weed infested to eroded, with the majority of reaches assessed as erosion-prone with the soil exposed.

Another common theme from the field assessments was evidence of poor water quality, either through algae in stagnant water or oil flecks and sheens. The water quality is indicative of the wider catchment management practices that require attention.

The RAP has identified priority actions and community projects to help protect the ecosystem health and function of the Hotham and Williams Rivers and their abutting Riparian zone. The PHCC is holding consultation sessions to discuss proposed projects. The projects proposed for the Popanyinning, Yornaning Dam's creek lines and Hotham River Nature Reserve are included in the following concept plans.



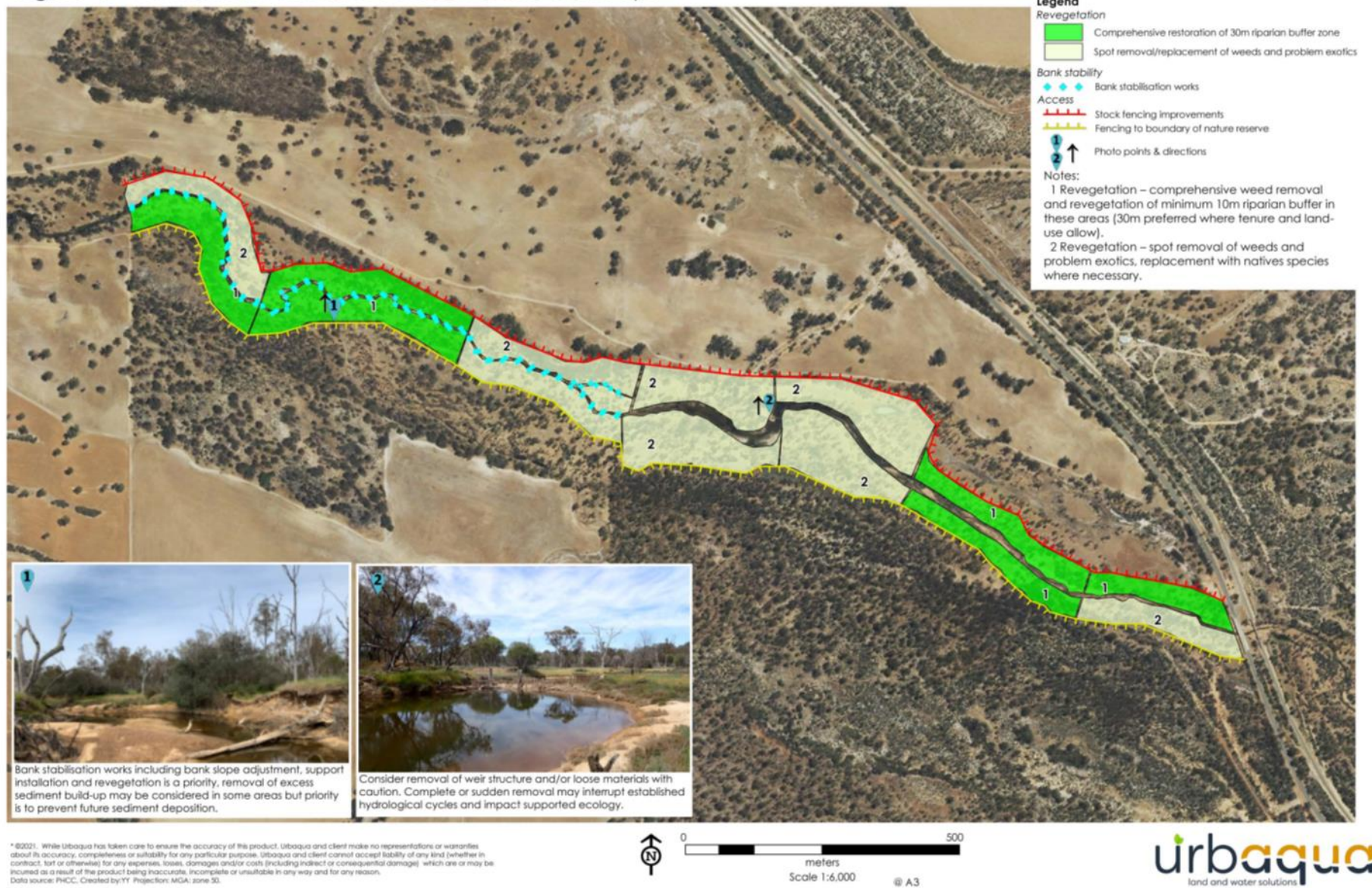
# Peel Harvey Catchment Council - Hotham-Williams River Action Plan Figure 2 - Popanyinning site concept





# Peel Harvey Catchment Council - Hotham-Williams River Action Plan

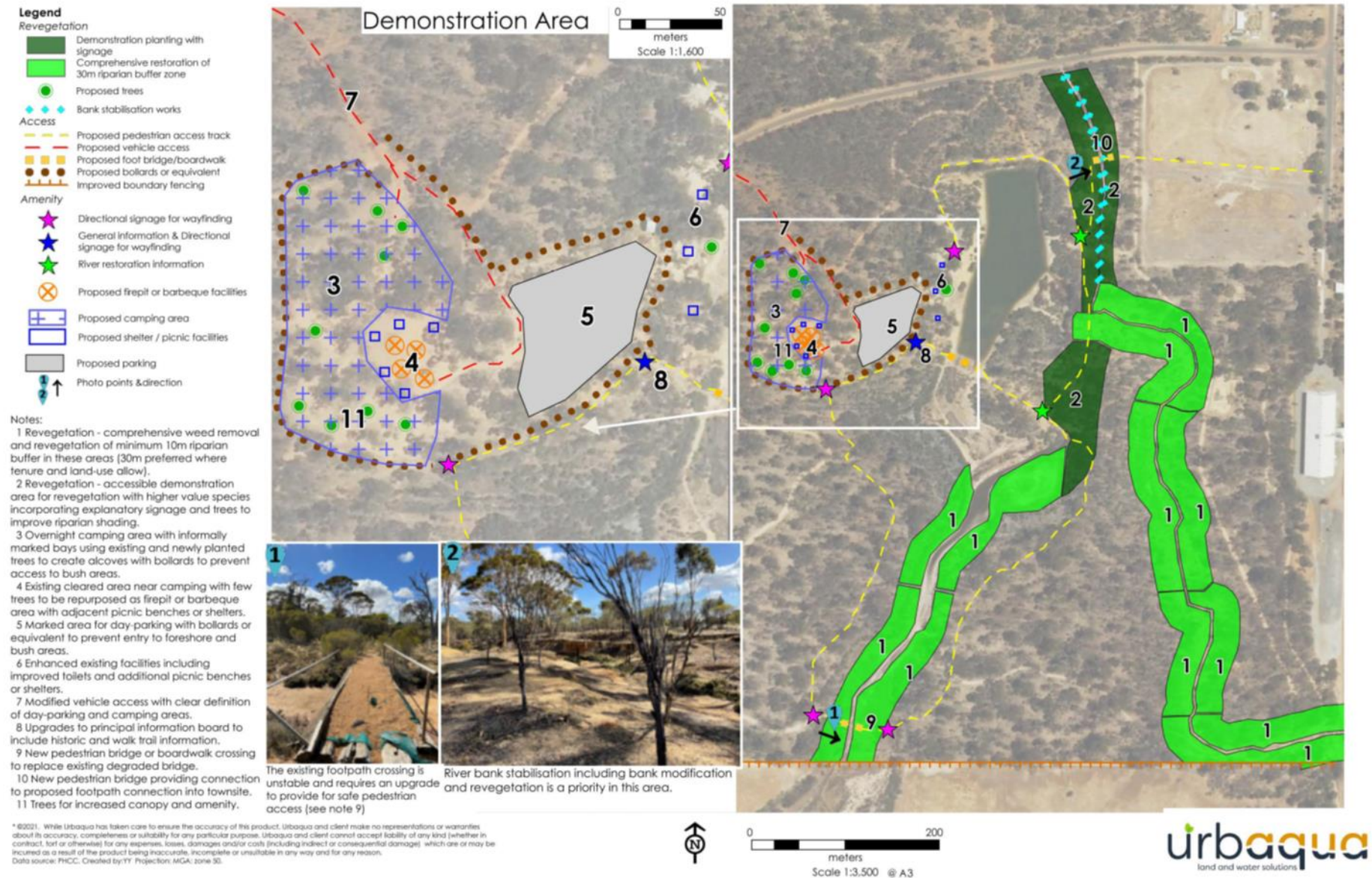
## Figure 5 - Hotham River Nature Reserve site concept



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Data source: PHCC. Created by: TY. Projection: MGA zone 50.



# Peel Harvey Catchment Council - Hotham-Williams River Action Plan Figure 8 - Yornaning Dam site concept





The Shire President, Cr Conley, adjourned the Meeting at 3:04pm.  
Ms Durack, Ms Ramsay and Ms Brookes left the meeting at 3:04pm.

The Shire President, Cr Conley, resumed the Meeting at 3:12pm.

## **8. DISCLOSURE OF FINANCIAL INTEREST:**

Nil

## **9. REPORTS OF OFFICERS AND COMMITTEES:**

### **9.1 DEPUTY CHIEF EXECUTIVE OFFICER:**

<b>9.1.1 List of Payments – April 2021</b>
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File Ref. No:	N/A
Disclosure of Interest:	Nil
Date:	5 <sup>th</sup> May 2021
Author:	Nichole Gould
Attachments:	9.1.1A List of April 2021 Municipal Accounts 9.1.1.B List of April 2021 Credit Card Transactions

#### **Summary**

**Council is to review payments made under delegation in April 2021.**

Background – Nil

Comment

Council is provided at Attachments 9.1.1A with a list of payments made from Council's bank account during the month of April 2021.

Strategic Implications – Nil

Statutory Environment – Nil

Policy Implications – Nil

Financial Implications – Nil

Economic Implication – Nil

Environmental Considerations – Nil

Consultation – Nil

#### **Options**

Council may resolve:

1. the Officer's Recommendation; or
2. to not note the list of accounts.

Voting Requirements – Simple Majority



**COUNCIL DECISION 2021/045:**

**That Council receives:**

- 1. the List of Accounts paid in April 2021 under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996, including payments from Council's Municipal Fund totalling \$282,901.91 included at Attachment 9.1.1A; and**
- 2. a summary of transactions completed on Credit Cards by Council Staff for the period ending 31<sup>st</sup> March 2021 included at Attachment 9.1.1B.**

**Moved: Cr Hopper**

**Seconded: Cr Harris**

**Carried 6/0**



**LIST OF APRIL 2021 MUNICIPAL FUND ACCOUNTS**

<b>Chq/EFT</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
1042021	Private Health Member Fees	Private Health Member Fees	239.00
1042021	Police Licensing	Police Licensing Payments	1,162.50
6042021	Police Licensing	Police Licensing Payments	380.15
7042021	Police Licensing	Police Licensing Payments	6,138.45
7042021	Interest on Graders	Interest on Graders	146.89
7042021	Loan Repayment No. 63 Graders	Loan Repayment No. 63 Graders	3,567.39
8042021	Police Licensing	Police Licensing Payments	775.65
9042021	Police Licensing	Police Licensing Payments	1,070.20
12042021	Police Licensing	Police Licensing Payments	1,915.80
13042021	Police Licensing	Police Licensing Payments	413.45
14042021	Rent for Grader Driver House	Rent for Grader Driver House	360.00
14042021	Police Licensing	Police Licensing Payments	715.70
15042021	Private Health Member Fees	Private Health Member Fees	239.00
15042021	Police Licensing	Police Licensing Payments	3,783.35
16042021	ATO Clearing Account BAS	ATO Clearing Account BAS	44,264.00
16042021	Police Licensing	Police Licensing Payments	4,685.20
19042021	Police Licensing	Police Licensing Payments	386.20
20042021	Police Licensing	Police Licensing Payments	7,397.25
21042021	Police Licensing	Police Licensing Payments	2,999.10
23042021	Police Licensing	Police Licensing Payments	151.20
23042021	Rent for Grader Driver House	Rent for Grader Driver House	360.00
27042021	Police Licensing	Police Licensing Payments	276.40
29042021	Police Licensing	Police Licensing Payments	91.70
29042021	Private Health Member Fees	Private Health Member Fees	239.00
2591	linet Limited	Monthly Internet Connection	89.99
2954	National Australia Bank	March Credit Card	4,509.54
EFT6052	BMR Mechanical Pty Ltd	Remove and refit steering ram Bomag roller	897.60
EFT6053	Best Office Systems	Monthly copier charges	1,162.59
EFT6054	Dews Mini Excavations	Excavator and truck hire to clean culverts on the Yornaning West Road	4,290.00
EFT6055	Farmworks Narrogin	Baffle balls for CN 1 fire fighter	701.25
EFT6056	Kelly Gordon Cooper	refund on crossover costs as per council decision 2021/028	208.00
EFT6057	Kim Harris	Sketch design for disabled access front of admin building	1,200.00
EFT6058	LG Corporate Solutions Pty Ltd	Adjustments to depreciation as per auditor request	1,056.00
EFT6059	McDougall Weldments	Hydraulic hose	84.55
EFT6060	Melchiorre Plumbing and Gas	Repairs to RPZ Cuballing	99.00
EFT6061	Moore Stephens (WA) Pty Ltd	Financial Reporting Workshop & Governance Workshop	3,322.00



Chq/EFT	Name	Description	Amount
EFT6062	Narrogin Bearing Services	Replacement tools for depot	1,337.31
EFT6063	Narrogin Packaging and Motorcycles & Accessories	1 x Box toilet Rolls 2 x 5lt Revive disinfectant cleaner	82.30
EFT6064	Pingelly Tyre Service	4 x 11r 22.5 Haulmax truck tyres	2,227.50
EFT6065	Shire of Narrogin	Disposal of kerbside waste collection - February 2021	2,006.10
EFT6066	Toll Transport Pty Ltd	Freight Charges	43.45
EFT6067	Winc Australia Pty Limited	Stationery	35.04
EFT6068	Allan's Bobcat & Truck Hire	Excavator Hire	1,490.50
EFT6069	Builders Registration Board Building Commission	Building Services Levy	1,187.32
EFT6070	Burgess Rawson (WA) Pty Ltd	Water War Memorial	131.77
EFT6071	Cloud Payment Group	Rates Debt Collection	7,465.35
EFT6072	Country Paint Supplies	Paint for Skate Park	73.00
EFT6073	Cuby Roadhouse	Monthly Account	255.50
EFT6074	Cuby Tavern	Catering	224.00
EFT6075	Dews Mini Excavations	Drainage	5,291.00
EFT6076	Donna Lee Harvison	Hep B needle Reimbursement	95.00
EFT6077	DX Print Group Pty Ltd	Cuballing Brochure	1,056.00
EFT6078	Great Southern Fuel Supplies	Bulk Diesel delivery	6,791.26
EFT6079	Geoff Perkins Farm Machinery Centre	2 x hydraulic hoses for side tipper	777.04
EFT6080	Kalexpress & Quality Transport	Freight Charges March	274.18
EFT6081	Komatsu Australia Pty Limited	Repairs to Komatsu loader hydraulic & self- grease system	3,801.44
EFT6082	Major Motors Pty Ltd	1 x Tank Assembly	258.79
EFT6083	Makit Narrogin Hardware	Rapid Set	38.00
EFT6084	Narrogin Earthmoving and Concrete	Hire of 2x Semi side tippers for Wandering Narrogin Road	17,605.50
EFT6085	Narrogin Packaging and Motorcycles & Accessories	Hand Sanitiser	231.70
EFT6086	Narrogin Pumps Solar and Spraying	Fire transfer pump for fast fill trailer	2,104.70
EFT6087	Rural Traffic Services Pty Ltd	Traffic Management Plan	1,155.00
EFT6088	Shire of Narrogin	Library Contribution	6,744.50
EFT6089	Stewart And Heaton Clothing Co	Fire Uniform - Gloves, Jackets & Pants	1,400.19
EFT6090	Waterman Irrigation	Standpipe valves	3,589.30
EFT6091	Whitford Fertilisers Narrogin	Use of Weighbridge	55.00
EFT6092	Winc Australia Pty Limited	Wet screen wipes	21.12
EFT6093	Advanced Traffic Management (WA) Pty Ltd	Traffic management and traffic control for Wandering Narrogin Blackspot project	11,525.03
EFT6094	Bill & Bens Hot Bread Shop	Catering - Cuballing Youth Day	110.00



Chq/EFT	Name	Description	Amount
EFT6095	BMR Mechanical Pty Ltd	Inspect and diagnose Noisy Gearbox Clutch area on CN 272 Giga	313.50
EFT6096	Birds Silos & Shelters	3.1m by 1.2 coil	51.15
EFT6097	Bronwyn Dew	Reimbursement of Internet	55.00
EFT6098	Country Paint Supplies	Outdoor Paint various colour Metal Primer, over coat, Paint brushes, rollers, trays, drop sheets	846.96
EFT6099	Cuballing Building Company	Replace 5 Sky lights with zincalume sheets Cuballing Fire shed	717.92
EFT6100	Dews Mini Excavations	Excavator Hire to install pipes	1,562.00
EFT6101	Eco-Edge Environmental Services	Fauna survey Cuballing East road WSNF	3,425.00
EFT6102	Edge Planning & Property	Monthly Town Planning Advice	1,408.00
EFT6103	Farmworks Narrogin	100 x 117 steel droppers	418.00
EFT6104	Great Southern Fuel Supplies	Bulk Diesel Supply & Delivery - 5,500 Litres of Diesel	8,679.02
EFT6105	Great Southern Waste Disposal	Rubbish removal - Recycling service	7,802.79
EFT6106	H+H Architects	Design Services for Independent Aged Living Units	3,710.30
EFT6107	IT Vision	Synergy Software Support	275.00
EFT6108	JR & A Hersey P/L	20 x roll danger tape	452.45
EFT6109	Landgate	Rural UV General Revaluation 2020/2021	6,624.80
EFT6110	Narrogin Earthmoving and Concrete	2cm <sup>3</sup> of concrete for Cuballing Hall drainage	706.86
EFT6111	Narrogin Country Fresh Meats	Catering	156.01
EFT6112	Office of the Auditor General	Audit Services 2019/20	16,720.00
EFT6113	Southern Lock and Security	10 x Number 1 keys+2,3,4,5 for shire padlocks	171.60
EFT6114	Stabilisation Technology Pty Ltd	Pavement Investigation and Design, Soil Testing, Analysis of traffic data by Experienced Civil Engineer for Cuballing East road	3,641.00
EFT6115	Toll Transport Pty Ltd	Freight Charges	24.26
EFT6116	Winc Australia Pty Limited	Stationery	4.75
EFT6131	Best Office Systems	Monthly copier charges	580.63
EFT6132	Corsign (WA) Pty Ltd	50 x Bollards and Bases 50 x 700mm Traffic Cones	2,090.00
EFT6133	Cuby Tavern	Catering	167.00
EFT6134	Farmworks Narrogin	1 x 20lt Roundup Bioactive 5lt Pulse	482.81
EFT6135	HW & Associates	Assessment of RFT 2021/1 Tenders	990.00



Chq/EFT	Name	Description	Amount
EFT6136	Landgate	Monthly GRV Schedule Roll No G2020/3 Dated 7/03/20 to 7/08/2020	163.25
EFT6137	Major Motors Pty Ltd	Diagnose Noise and repair noisy Clutch or Gearbox on Isuzu Giga CN272	6,761.54
EFT6138	Narrogin Bearing Services	1 x Exchange bottle of Onegas 52	140.00
EFT6139	Narrogin Florist	2x Medium Native ANZAC Day Wreaths	280.00
EFT6140	Peter John Denton	Plants for entry statement	200.00
EFT6141	Pingelly Tyre Service	1 x Wheel Alignment CN026	654.25
EFT6142	R Munns Engineering Consulting Services	Continue setting out road alignments Wandering Narrogin Road Black Spot	7,097.59
EFT6143	South West Fire Units	1 x 64 mm fill hose for fire appliance (standpipe to trucks)	1,485.00
EFT6144	Winc Australia Pty Limited	Stationery	58.12
20068	Australian Communications and Media Authority	Annual Licence Fee	114.00
20069	Water Corporation	Water	2,203.69
20070	Synergy	Streetlighting	583.85
20071	Shire of Cuballing	Groceries	311.80
20072	Shire of Cuballing	Water Standpipe Usage - Jan-March 2021	2,179.50
20074	Water Corporation	Water Charges - Standpipe Ridley St Cuballing	4,754.87
DD2599.1	Hostplus Super	Superannuation contributions	239.72
DD2599.2	Aware Super Pty Ltd	Payroll deductions	5,829.78
DD2599.3	Matrix Superannuation	Superannuation contributions	173.56
DD2599.4	Australian Super	Superannuation contributions	483.78
DD2599.5	Westscheme Superannuation	Superannuation contributions	448.67
DD2599.6	ANZ Smart Choice Super	Superannuation contributions	130.84
DD2610.1	Westscheme Superannuation	Superannuation contributions	202.23
DD2616.1	Hostplus Super	Superannuation contributions	303.81
DD2616.2	Aware Super Pty Ltd	Payroll deductions	5,402.69
DD2616.3	Matrix Superannuation	Superannuation contributions	196.71
DD2616.4	Australian Super	Superannuation contributions	440.61
DD2616.5	Westscheme Superannuation	Superannuation contributions	358.54
DD2616.6	ANZ Smart Choice Super	Superannuation contributions	130.84
DD2616.7	MLC	Superannuation contributions	59.19
DD2620.1	Telstra	Mobile Charge - CEO Mobile	305.03
DD2620.2	Telstra	Service Charge - Shire Office	269.65
			<b>282,901.91</b>



**LIST OF APRIL 2021 CREDIT CARD TRANSACTIONS**

<b>SUPPLIER</b>	<b>DETAIL OF PURCHASE</b>	<b>TOTAL</b>
Western Power	Connection Application Fee	497.92
Quest Rockingham	Dogging Course Accommodation	972.76
Crown Perth	DCEO LG Finance Conference Accommodation	652.74
Aussie Broadband	Monthly NBN Internet Subscription	79.00
Westernex Pty Ltd	Garmin GPS Map	693.00
Steele's Guns & Outdoors	Garmin GPS Map	(-450.00)
Tech Review - Just Answer	Garmin GPS Map Tech Support	5.00
Tech Review - Just Answer	Monthly Membership fee	66.00
Super Cheap Auto	Oscillating Car Fan	32.99
Gerrard Hydraulics	Repairs to Steering Ram, Bomag Vibe Roller	1,958.00
NAB	International Transaction fees	2.13
<b>GRAND TOTAL</b>		<b>4,509.54</b>



## 9.1.2 Statement of Financial Activity – For the Period Ending 30<sup>th</sup> April 2021

Applicant:	N/A
File Ref. No:	ADM214
Disclosure of Interest:	Nil
Date:	7 <sup>th</sup> May 2021
Author:	Bronwyn Dew, Deputy Chief Executive Officer
Attachments:	9.1.2A Statement of Financial Activity - For the Period Ending 30th April 2021

### **Summary**

**Council is to consider the Statement of Financial Activity for April 2021.**

### **Background**

As per the Financial Management Regulation 34 each Local Government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1) (d), for that month with the following detail:

- The annual budget estimates,
- The operating revenue, operating income, and all other income and expenses,
- Any significant variations between year to date income and expenditure and the relevant budget provisions to the end of the relevant reporting period,
- Identify any significant areas where activities are not in accordance with budget estimates for the relevant reporting period,
- Provide likely financial projections to 30 June for those highlighted significant variations and their effect on the end of year result,
- Include an operating statement, and
- Any other required supporting notes.

### **Comment**

Operating Revenue key points include.

- General Purpose Funding – Rates were raised on 31<sup>st</sup> July 2020;
- Transport – MRWA Direct Grant amount received \$81,920;
- Transport – claims for Regional Road Group are up to date;
- Transport – Roads to Recovery 4<sup>th</sup> Quarter funding has been claimed;
- Transport – Blackspot Second 40% claim has been received;
- Transport – WSNF second 40% funding has been claimed;
- Recreation and Culture – Yornaning Dam grant funding has been received;
- Financial Assistance Grants – 3rd Quarter payment has been received;
- FESA – ESL grant funding – payment of 2020/21 grant has been received;
- Income from the sale of the Building Officers Vehicle has been received;
- Local Regional Community & Infrastructure Grant – 2<sup>nd</sup> 40% received;
- National Road Safety Week Grant Funding of \$1,470 has been received;
- Community Amenities – Unbudgeted Planning income received;
- FESA overspend of \$19,387 from 2019/20 reimbursement has been received;
- FESA vehicle repairs reimbursement of \$51,688 has been received;
- CSRFF Grant funding for Tennis Club Lighting has been received;
- Unbudgeted Fire Mitigation Grant Funding – initial 50% claim received;
- Wheatbelt Secondary Freight Network – 2<sup>nd</sup> 40% claimed;



- Private Works – budgeted income underbudget; and
- Income from sale of Komatsu Grader received - \$114,897.61.

Operating Expenses – The key items of variance include:

- Employee costs are underbudget;
- Law, Order & Public Safety overbudget due to fire vehicle repairs (reimbursed);
- Utility charges are overbudget;
- Community Amenities – overbudget due to unbudgeted planning fees;
- Plant repairs overbudget due to loader repairs & fire vehicle repairs;
- Private works expenses underbudget;
- Insurance expenses are overbudget by \$3,700; and
- Capital expenses are underbudget – due to timing of major projects.

Detailed breakdown of all variances provided in Note 2 of the Statement of Financial Activity.

Administration Allocations have been calculated to 30th April 2021.

Depreciation expense is calculated to 30<sup>th</sup> April 2021.

Strategic Implications – Nil

Statutory Environment – Nil

Policy Implications – Nil

Financial Implications – Nil

Economic Implication – Nil

Environmental Considerations – Nil

Consultation – Nil

#### Options

Council may resolve:

1. the Officer's Recommendation; or
2. not to receive the Statement of Financial Activity.

Voting Requirements – Simple Majority

#### **COUNCIL DECISION 2021/046:**

**That the Statement of Financial Activity, as included at Attachment 9.1.2A for the Shire of Cuballing for period ending 30<sup>th</sup> April 2021 be received.**

**Moved: Cr Dowling**

**Seconded: Cr Ballantyne**

**Carried 6/0**



**SHIRE OF CUBALLING**

**MONTHLY FINANCIAL REPORT**  
**(Containing the Statement of Financial Activity)**  
**For the Period Ended 30 April 2021**

**LOCAL GOVERNMENT ACT 1995**  
**LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996**

**TABLE OF CONTENTS**

Monthly Summary Information	2-4
Statement of Financial Activity by Program	5
Statement of Financial Activity by Nature or Type	7
Note 1      Net Current Assets	9
Note 2      Explanation of Material Variances	10
Note 3      Cash and Investments	11
Note 4      Receivables	12
Note 5      Rating Revenue	13
Note 6      Disposal of Assets	14
Note 7      Capital Acquisitions	15-17
Note 8      Borrowings	18
Note 9      Reserves	19
Note 10     Grants and Contributions	20
Note 11     Trust Fund	21
Note 12     Budget Amendments	22



# MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED 30 APRIL 2021

## INFORMATION

### PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 30 April 2021

Prepared by: Bronwyn Dew, Deputy Chief Executive Officer

Reviewed by: Gary Sherry, Chief Executive Officer

### BASIS OF PREPARATION

#### REPORT PURPOSE

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34. Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

#### BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

#### THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

### SIGNIFICANT ACCOUNTING POLICES

#### GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

#### CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

#### ROUNDING OFF FIGURES

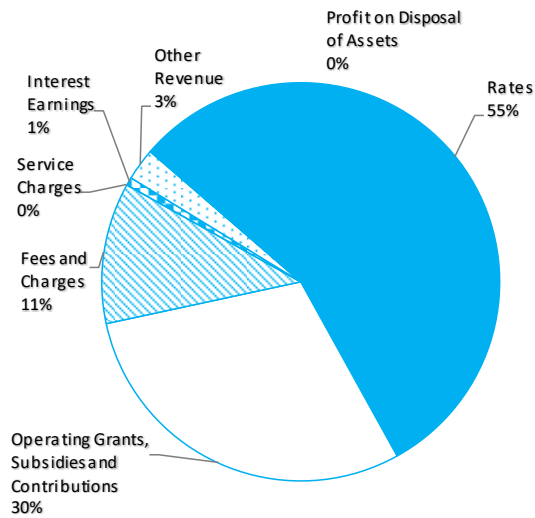
All figures shown in this statement are rounded to the nearest dollar.



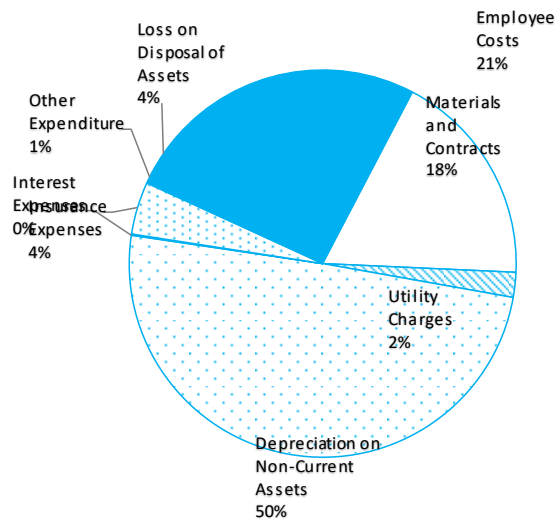
**MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED 30 APRIL 2021**

**SUMMARY GRAPHS**

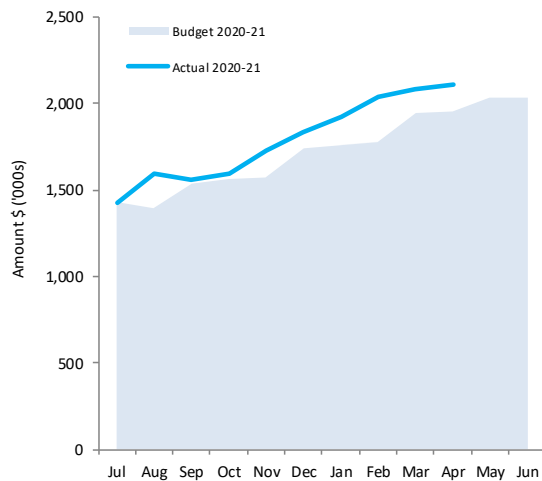
**OPERATING REVENUE**



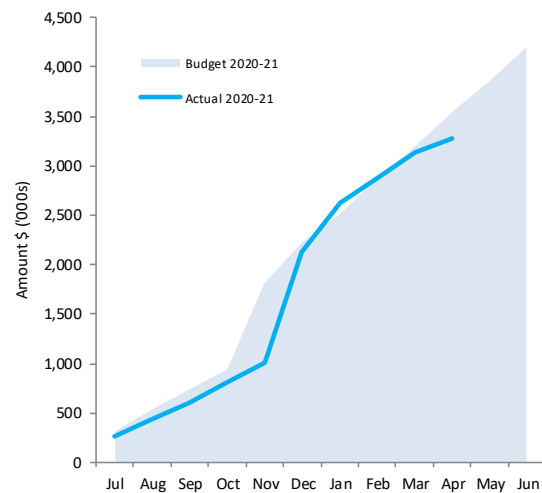
**OPERATING EXPENSES**



**Budget Operating Revenues -v- Actual**

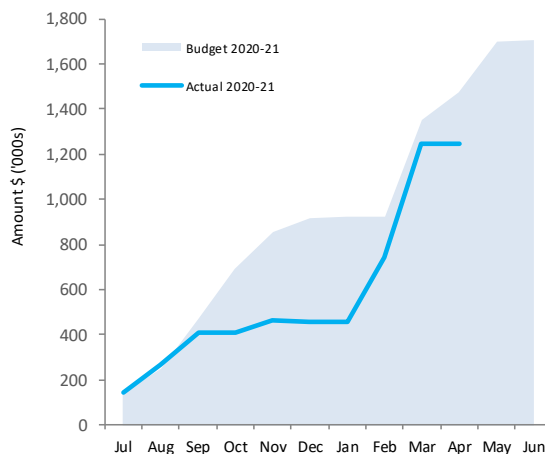


**Budget Operating Expenses -v- YTD Actual**



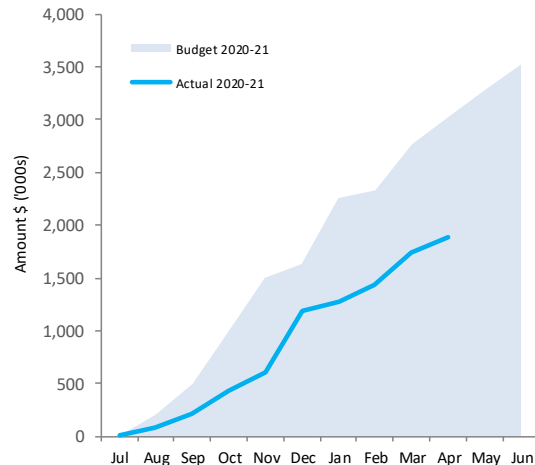
**CAPITAL REVENUE**

**Budget Capital Revenue -v- Actual**



**CAPITAL EXPENSES**

**Budget Capital Expenses -v- Actual**



This information is to be read in conjunction with the accompanying Financial Statements and Notes.



**KEY TERMS AND DESCRIPTIONS****FOR THE PERIOD ENDED 30 APRIL 2021****STATUTORY REPORTING PROGRAMS**

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

<b>PROGRAM NAME</b>	<b>OBJECTIVE</b>	<b>ACTIVITIES</b>
<b>GOVERNANCE</b>	Administration and operation of facilities and services to members of council, other costs that relate to tasks of elected members and ratepayers on matters which do not concern specific council activities	Complete Council meetings, Complete all Administration activities, Lobby other levels of government to support the aims of the Shire of Cuballing
<b>GENERAL PURPOSE FUNDING</b>	Rates, general purpose government grants and interest revenue	Manage Rates and collection. Maintain Property Data
<b>LAW, ORDER, PUBLIC SAFETY</b>	Supervision of various local laws, fire prevention, emergency services and animal control.	Provide ranger service, bush fire and emergency management
<b>HEALTH</b>	Inspections of septs and food control	Inspect food premises.
<b>EDUCATION AND WELFARE</b>	Support school activities	Provide activities of support of local schools
<b>HOUSING</b>	Provision and maintenance of staff housing	Provide staff & other housing
<b>COMMUNITY AMENITIES</b>	Operation of refuse sites, noise control and administration of Town Planning Scheme	Provision of waste & recycling services including the operation of the Cuballing & Popanyinning transfer stations. Also includes the provision of town planning services.
<b>RECREATION AND CULTURE</b>	Maintenance of halls, recreation centre and various reserves. Support library services in Narrogin.	Maintain halls & Civic buildings, parks and gardens and recreational facilities including managing the Dryandra Equestrian Centre lease.
<b>TRANSPORT</b>	Construction and maintenance of streets, roads, bridges, footpaths, drainage works, traffic signs, bus shelters and depot maintenance.	Maintain and protect local environmentally significant areas including the maintenance of Council roads and footpaths. Also includes the provision of vehicle licensing services.
<b>ECONOMIC SERVICES</b>	The regulation and provision of tourism, area promotion, building control, noxious weeds, vermin control and standpipes.	Control of noxious weeds on council property, DrumMuster and provision of building registration services. Includes tourism and promotion and supporting the Dryandra Country Visitors Centre.
<b>OTHER PROPERTY AND SERVICES</b>	Private works operation, plant repairs and operation costs.	Includes private works, overhead and plant allocations and the provision of building surveying services.



**STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

**STATUTORY REPORTING PROGRAMS**

	Ref Note	Annual Budget	YTD Budget	YTD Actual	Variance (\$)	Variance (%)
<b>Opening Funding Surplus(Deficit)</b>	1(b)	\$ 945,522	\$ 945,522	\$ 1,106,989	\$ 161,467	17%
<b>Revenue from operating activities</b>						
General Purpose Funding	5	1,484,292	1,480,766	1,425,801	(54,965)	(4%)
Governance		1,780	1,470	28,868	27,398	1,864%
Law, Order and Public Safety		35,444	34,894	197,763	162,869	467%
Health		800	660	937	277	42%
Education and Welfare		1,000	830	0	(830)	(100%)
Housing		4,680	3,900	3,960	60	2%
Community Amenities		71,830	71,610	123,964	52,354	73%
Recreation and Culture		25,150	24,980	26,202	1,222	5%
Transport		283,262	233,746	214,388	(19,358)	(8%)
Economic Services		38,650	27,510	51,472	23,962	87%
Other Property and Services		92,000	76,660	37,160	(39,500)	(52%)
		<b>2,038,888</b>	<b>1,957,026</b>	<b>2,110,515</b>		
<b>Expenditure from operating activities</b>						
General Purpose Funding		(78,415)	(65,330)	(82,425)	(17,095)	(26%)
Governance		(131,679)	(125,727)	(122,309)	3,418	3%
Law, Order and Public Safety		(182,585)	(153,918)	(190,940)	(37,022)	(24%)
Health		(45,440)	(39,840)	(40,086)	(246)	(1%)
Education and Welfare		(21,728)	(18,070)	(17,297)	773	4%
Housing		(37,745)	(31,400)	(24,193)	7,207	23%
Community Amenities		(337,403)	(280,970)	(301,032)	(20,062)	(7%)
Recreation and Culture		(380,209)	(320,704)	(309,813)	10,891	3%
Transport		(2,770,985)	(2,296,309)	(2,004,822)	291,487	13%
Economic Services		(152,740)	(128,565)	(167,089)	(38,524)	(30%)
Other Property and Services		(59,000)	(85,360)	(181,033)	(95,673)	(112%)
		<b>(4,197,928)</b>	<b>(3,546,193)</b>	<b>(3,441,041)</b>		
<b>Operating activities excluded from budget</b>						
Add Back Depreciation		1,962,282	1,635,170	1,704,677	69,507	4%
Adjust (Profit)/Loss on Asset Disposal	6	155,513	116,639	121,362	4,723	4%
Adjust Provisions and Accruals		0	0	0	0	
<b>Amount attributable to operating activities</b>		<b>(41,245)</b>	<b>162,642</b>	<b>495,512</b>		
<b>Investing Activities</b>						
Non-operating Grants, Subsidies and Contributions	10	1,702,022	1,471,551	1,247,324	(224,227)	(15%)
Proceeds from Disposal of Assets	6	138,000	138,000	163,203	25,203	18%
Land Held for Resale		0	0	0	0	
Capital Acquisitions	7	(3,530,068)	(3,028,959)	(1,882,159)	1,146,800	38%
<b>Amount attributable to investing activities</b>		<b>(1,690,046)</b>	<b>(1,419,409)</b>	<b>(471,632)</b>		
<b>Financing Activities</b>						
Proceeds from New Debentures		310,000	310,000	0	(310,000)	(100%)
Repayment of Debentures	8	(57,073)	(42,456)	(42,456)	0	0%
Transfer from Reserves	9	551,774	0	0	0	0%
Transfer to Reserves	9	(17,545)	(5,090)	(5,090)	0	0%
<b>Amount attributable to financing activities</b>		<b>787,156</b>	<b>262,454</b>	<b>(47,546)</b>		
<b>Wardering Road Bridge Widening</b>						
<b>Closing Funding Surplus(Deficit)</b>	1(b)	<b>1,387</b>	<b>(48,790)</b>	<b>1,083,323</b>		

**KEY INFORMATION**

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2020/21 year is \$5,000 or 10% whichever is the greater.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.



## KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 30 APRIL 2021

### REVENUE

#### RATES

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

#### OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

#### NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

#### PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

#### FEES AND CHARGEES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

#### SERVICE CHARGES

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

#### INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

#### OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

## NATURE OR TYPE DESCRIPTIONS

### EXPENSES

#### EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

#### MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

#### UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

#### INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

#### LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

#### DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

#### INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

#### OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.



**STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

**BY NATURE OR TYPE**

	Ref Note	Annual Budget	YTD Budget	YTD Actual	Variance (\$)	Variance (%)	
		\$	\$	\$	\$	%	
<b>Opening Funding Surplus (Deficit)</b>	1(b)	945,522	945,522	<b>1,106,989</b>	161,467	17%	▲
<b>Revenue from operating activities</b>							
Rates	5	1,171,584	1,173,544	<b>1,172,630</b>	(914)	(0%)	
Operating Grants, Subsidies and Contributions	10	615,168	563,572	<b>626,323</b>	62,751	11%	▲
Fees and Charges		166,672	147,005	<b>241,960</b>	94,955	65%	▲
Interest Earnings		20,800	17,310	<b>13,754</b>	(3,556)	(21%)	
Other Revenue		64,665	55,595	<b>54,973</b>	(622)	(1%)	
Profit on Disposal of Assets	6	0	0	<b>874</b>	874		
		<b>2,038,888</b>	<b>1,957,026</b>	<b>2,110,515</b>			
<b>Expenditure from operating activities</b>							
Employee Costs		(996,469)	(853,814)	<b>(732,454)</b>	121,360	14%	▲
Materials and Contracts		(804,728)	(684,735)	<b>(620,913)</b>	63,822	9%	
Utility Charges		(67,601)	(56,180)	<b>(71,696)</b>	(15,516)	(28%)	▼
Depreciation on Non-Current Assets		(1,962,282)	(1,635,170)	<b>(1,704,677)</b>	(69,507)	(4%)	
Interest Expenses		(5,383)	(4,480)	<b>(3,630)</b>	850	19%	
Insurance Expenses		(147,848)	(147,255)	<b>(150,955)</b>	(3,700)	(3%)	
Other Expenditure		(58,105)	(47,920)	<b>(34,482)</b>	13,438	28%	▲
Loss on Disposal of Assets	6	(155,513)	(116,639)	<b>(122,235)</b>	(5,596)		
		<b>(4,197,928)</b>	<b>(3,546,193)</b>	<b>(3,441,041)</b>			
<b>Operating activities excluded from budget</b>							
Add back Depreciation		1,962,282	1,635,170	<b>1,704,677</b>	69,507	4%	
Adjust (Profit)/Loss on Asset Disposal	6	155,513	116,639	<b>121,362</b>	4,723	4%	
Adjust Provisions and Accruals		0	0	<b>0</b>	0		
<b>Amount attributable to operating activities</b>		<b>(41,245)</b>	<b>162,642</b>	<b>495,512</b>			
<b>Investing activities</b>							
Non-operating grants, subsidies and contributions	10	1,702,022	1,471,551	<b>1,247,324</b>	(224,227)	(15%)	▼
Proceeds from Disposal of Assets	6	138,000	138,000	<b>163,203</b>	25,203	18%	▲
Land held for resale		0	0	<b>0</b>	0		
Capital acquisitions	7	(3,530,068)	(3,028,959)	<b>(1,882,159)</b>	1,146,800	38%	▲
<b>Amount attributable to investing activities</b>		<b>(1,690,046)</b>	<b>(1,419,409)</b>	<b>(471,632)</b>			
<b>Financing Activities</b>							
Proceeds from New Debentures		310,000	310,000	<b>0</b>	(310,000)	(100%)	▼
Repayment of Debentures	8	(57,073)	(42,456)	<b>(42,456)</b>	0	0%	
Transfer from Reserves	9	551,774	0	<b>0</b>	0		
Transfer to Reserves	9	(17,545)	(5,090)	<b>(5,090)</b>	0	0%	
<b>Amount attributable to financing activities</b>		<b>787,156</b>	<b>262,454</b>	<b>(47,546)</b>			
<b>Closing Funding Surplus (Deficit)</b>	1(b)	<b>1,387</b>	<b>(48,790)</b>	<b>1,083,323</b>			

**KEY INFORMATION**

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

**NOTE 1(a)  
NET CURRENT ASSETS**

**SIGNIFICANT ACCOUNTING POLICIES**

**CURRENT AND NON-CURRENT CLASSIFICATION**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

**EMPLOYEE BENEFITS**

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave  
*(Short-term Benefits)*

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the City has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the City expects to pay and includes related on-costs.

(ii) *Annual Leave and Long Service Leave (Long-term Benefits)*

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the City does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

**PROVISIONS**

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

**INVENTORIES**

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021

OPERATING ACTIVITIES  
NOTE 1(b)  
ADJUSTED NET CURRENT ASSETS

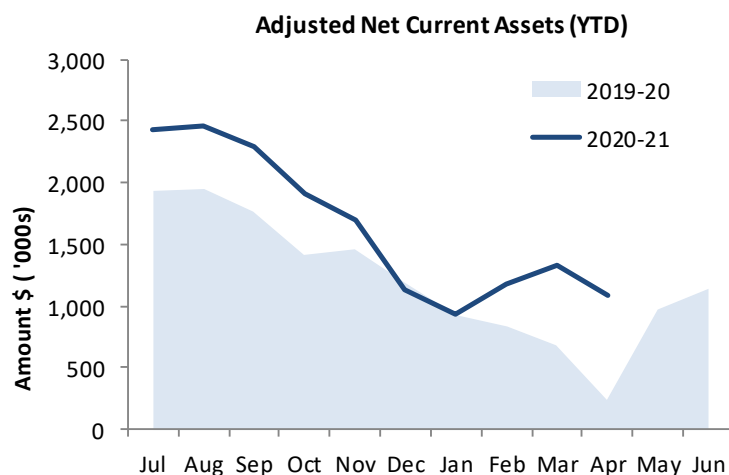
		Last Years Closing 30 June 2020	This Time Last Year 29 Apr 2020	Year to Date Actual 30 Apr 2021
	Note	\$	\$	\$
<b>Adjusted Net Current Assets</b>				
<b>Current Assets</b>				
Cash Unrestricted	3	1,008,179	169,349	970,443
Cash Restricted	3	1,316,404	1,591,273	1,321,495
Receivables - Rates	4	101,076	120,919	118,158
Receivables - Other	4	113,119	10,468	10,582
Loans receivable		0	0	0
ATO Receivable		51	0	13,922
Inventories		6,061	8,986	6,061
		2,544,890	1,900,995	2,440,661
<b>Less: Current Liabilities</b>				
Payables		(119,366)	(63,169)	(15,217)
ATO Payables		0	0	(20,059)
Provisions - employee		(196,543)	(209,084)	(196,543)
Long term borrowings		(57,073)	(14,150)	(14,617)
Bonds & Deposits		(2,131)	14,453	(567)
		(375,113)	(286,403)	(247,004)
<b>Unadjusted Net Current Assets</b>		<b>2,169,777</b>	<b>1,614,592</b>	<b>2,193,657</b>
<b>Adjustments and exclusions permitted by FM Reg 32</b>				
Less: Cash reserves	3	(1,316,404)	(1,591,273)	(1,321,495)
Less: Loans receivable		0	0	0
Add: Provisions - employee		196,543	209,084	196,543
Add: Long term borrowings		57,073	14,150	14,617
<b>Adjusted Net Current Assets</b>		<b>1,106,989</b>	<b>246,553</b>	<b>1,083,323</b>

**SIGNIFICANT ACCOUNTING POLICIES**

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

**KEY INFORMATION**

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.

**This Year YTD****Surplus(Deficit)****\$1.08 M****Last Year YTD****Surplus(Deficit)****\$.25 M**



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

**EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2020/21 year is \$5,000 or 10% whichever is the greater.

Reporting Program	Var. \$	Var. %	Variance	Timing/ Permanent	Explanation of Variance
	\$	%			
<b>Revenue from operating activities</b>					
Governance	27,398	1,864%	▲	Permanent	Insurance reimburse for truck hire & Trainee Subsidy. CEO car contribution.
General Purpose Funding	(54,965)	(4%)		Timing	Grant Commission Income (timing of payments) & grant income less than budgeted.
Law, Order and Public Safety	162,869	467%	▲	Permanent	Fire Mitigation Grant Income \$84,825, reimbursement on fire truck repairs \$51,688. And 2018/19 overspend reimbursed \$19,387
Health	277	42%		Timing	Not Material
Education and Welfare	(830)	(100%)		Timing	Not Material
Housing	60	2%		Timing	Not Material
Community Amenities	52,354	73%	▲	Permanent	Income from planning applications
Recreation and Culture	1,222	5%		Timing	Not Material
Transport	(19,358)	(8%)		Timing	Roads grant funding - timing of payments
Economic Services	23,962	87%	▲	Timing	Standpipe income over budget, Tourism grant income under budget
Other Property and Services	(39,500)	(52%)	▼	Timing	Private Works income less than budgeted & Workers Compensation Claims less than budgeted
<b>Expenditure from operating activities</b>					
Governance	3,418	3%		Timing	Administration salaries & super lower than budgeted.
General Purpose Funding	(17,095)	(26%)	▼	Timing	Legal Fees over budget (Rates Recovery)
Law, Order and Public Safety	(37,022)	(24%)	▼	Timing	Repairs to Fire Vehicles over budget, (recovered). Ranger service, animal control both under budget
Health	(246)	(1%)		Timing	Not Material
Education and Welfare	773	4%		Timing	Not Material
Housing	7,207	23%	▲	Timing	CEO Housing maintenance under budget
Community Amenities	(20,062)	(7%)		Permanent	Planning costs (offset by increased planning income)
Recreation and Culture	10,891	3%		Timing	Halls maintenance and Parks & Gradens under budget
Transport	291,487	13%	▲	Timing	Road maintenance underbudget due to focus on capital roads projects
Economic Services	(38,524)	(30%)	▼	Timing	Standpipe expenses & community functions both overbudget
Other Property and Services	(95,673)	(112%)	▼	Timing	Includes cost of fire truck repairs \$51,688 & Cat loader repairs \$58,463. Private works expenses under budget.
<b>Investing Activities</b>					
Non-operating Grants, Subsidies and Contributions	(224,227)	(15%)	▼	Timing	Timing of grant income claims for roads projects. Claimed WSFN funding.
Proceeds from Disposal of Assets	25,203	18%	▲	Permanent	Received more for sale of assets than budgeted.
Land Held for Resale	0				Not Applicable
Capital Acquisitions	1,146,800	38%	▲	Timing	Capital works program - Mostly Aged Persons Units, some road projects & LRCI projects
<b>Financing Activities</b>					
Proceeds from New Debentures	(310,000)	(100%)	▼	Timing	Aged Persons Accommodation
Transfer from Reserves	0			Timing	Not material
Repayment of Debentures	0	0%		Timing	Not material
Transfer to Reserves	0	0%		Timing	Not material



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021

## OPERATING ACTIVITIES

## NOTE 3

## CASH AND INVESTMENTS

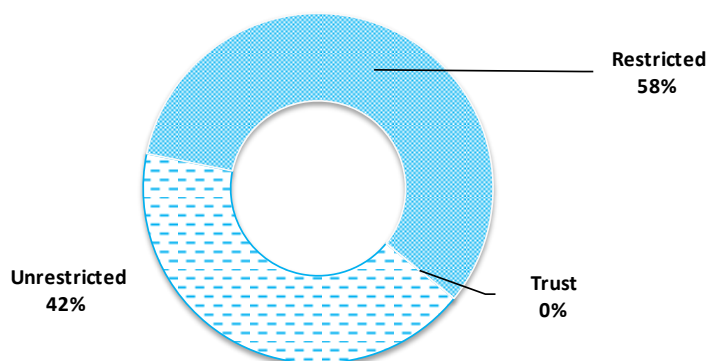
Cash and Investments	Unrestricted	Restricted	Trust	Total YTD Actual	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
<b>Cash on Hand</b>							
Petty Cash and Floats	700			700	NAB	0.00%	At Call
<b>At Call Deposits</b>							
Municipal Fund	969,743			969,743	NAB	0.00%	At Call
<b>Term Deposits</b>							
Reserve Funds		1,321,495		1,321,495	NAB	0.80%	10-May-21
<b>Total</b>	<b>970,443</b>	<b>1,321,495</b>	<b>0</b>	<b>2,291,937</b>			

## SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

## KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.



Total Cash	Unrestricted
<b>\$2.29 M</b>	<b>\$0.97 M</b>



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021

OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES

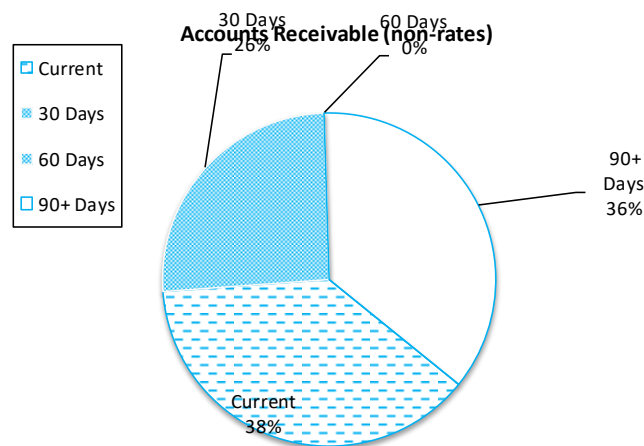
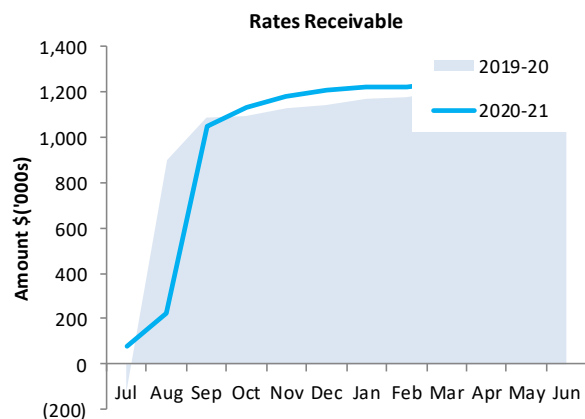
Rates Receivable	30 June 2020	30 Apr 21	Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$		\$	\$	\$	\$	\$
Opening Arrears Previous Year	63,701	101,076	Receivables - General	4,023	2,715	0	3,844	10,582
Levied this year	1,258,745	1,260,109	Percentage	38%	26%	0%	36%	
Less Collections to date	(1,221,370)	1,243,027	<b>Balance per Trial Balance</b>					
Equals Current Outstanding	<b>101,076</b>	<b>118,158</b>	Sundry debtors					10,582
			GST receivable					13,922
<b>Net Rates Collectable</b>	<b>101,076</b>	<b>118,158</b>	<b>Total Receivables General Outstanding</b>					<b>24,505</b>
% Collected	91.97%	90.62%	<b>Amounts shown above include GST (where applicable)</b>					

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.



Debtors Due

**\$24,505**

Over 30 Days

**62%**

Over 90 Days

**36%**

Collected	Rates Due
<b>91%</b>	<b>\$118,158</b>



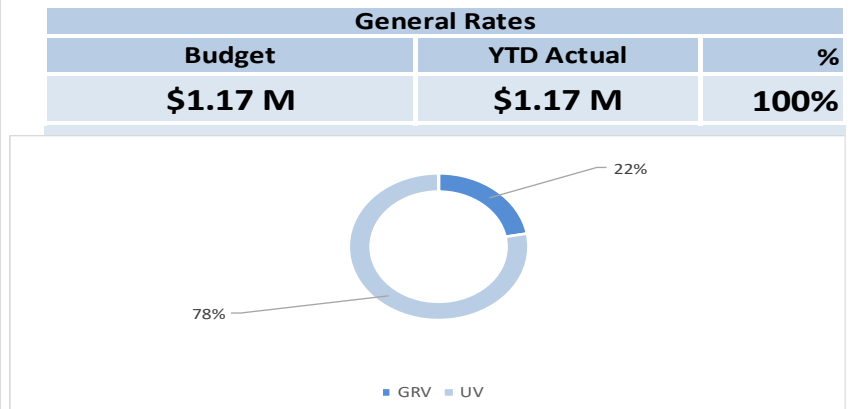
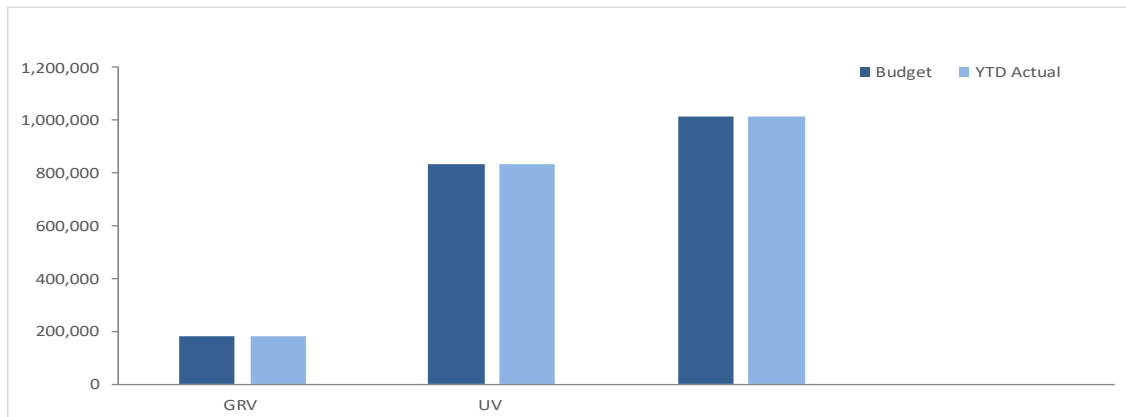
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021

OPERATING ACTIVITIES  
NOTE 5  
RATE REVENUE

General Rate Revenue	Annual Budget							YTD Actual			
	Rate in	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
<b>RATE TYPE</b>	\$			\$	\$	\$	\$	\$	\$	\$	\$
<b>Differential General Rate</b>											
GRV	0.0770	187	2,350,114	180,888	0	0	180,888	180,888	0	0	180,888
UV	0.0068	181	122,755,879	835,231	0	0	835,231	835,231	0	0	835,231
<b>Sub-total</b>		<b>368</b>	<b>125,105,993</b>	<b>1,016,119</b>	<b>0</b>	<b>0</b>	<b>1,016,119</b>	<b>1,016,119</b>	<b>0</b>	<b>0</b>	<b>1,016,119</b>
<b>Minimum</b>											
\$											0
GRV	690	142		97,980	0	0	97,980	97,980	0	0	97,980
UV	930	157		146,010	0	0	146,010	146,010	0	0	146,010
		299	0	243,990	0	0	243,990	243,990	0	0	243,990
<b>Sub-Totals</b>		<b>667</b>	<b>125,105,993</b>	<b>1,260,109</b>	<b>0</b>	<b>0</b>	<b>1,260,109</b>	<b>1,260,109</b>	<b>0</b>	<b>0</b>	<b>1,260,109</b>
Discount							(76,775)				(84,700)
Concession / Write Offs							(7,000)				(153)
COVID Subsidy							(5,000)				(3,095)
Interim Rates							250				0
Ex-Gratia Rates							446				469
<b>Amount from General Rates</b>							<b>1,171,584</b>				<b>1,172,630</b>
Ex-Gratia Rates											0
<b>Total General Rates</b>							<b>1,171,584</b>				<b>1,172,630</b>

**SIGNIFICANT ACCOUNTING POLICIES**

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.



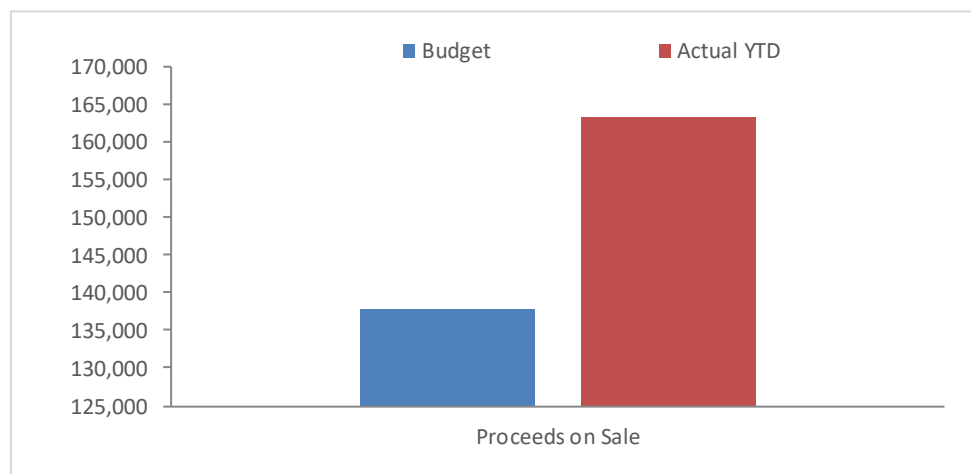


**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

**OPERATING ACTIVITIES  
NOTE 6  
DISPOSAL OF ASSETS**

Asset Ref.	Asset Description	Amended Budget				YTD Actual		
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit (Loss)
		\$	\$	\$	\$	\$	\$	\$
1	Komatsu Grader	232,500	90,000		(142,500)		114,898	(108,780)
10100	CEO Vehicle	28,127	17,000		(11,127)		14,545	(13,455)
15	CN027 Holden Colorado Ute 4X4	32,886	31,000		(1,886)	32,886	33,760	874
		<b>293,513</b>	<b>138,000</b>	<b>0</b>	<b>(155,513)</b>	<b>32,886</b>	<b>163,203</b>	<b>874 (122,235)</b>

**KEY INFORMATION**



Proceeds on Sale		
Budget	YTD Actual	%
<b>\$138,000</b>	<b>\$163,203</b>	<b>118%</b>



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

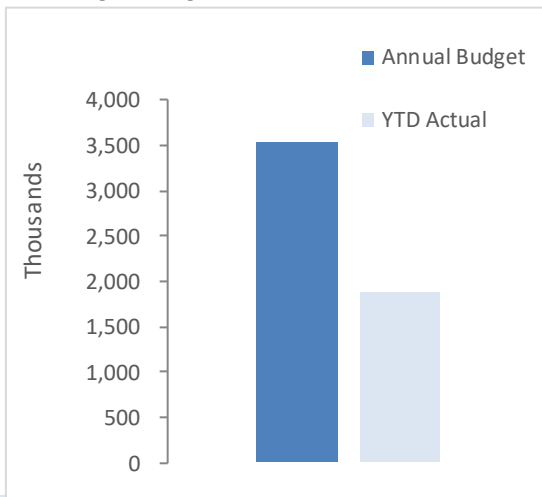
**INVESTING ACTIVITIES  
NOTE 7  
CAPITAL ACQUISITIONS**

Capital Acquisitions	Amended		YTD Actual Total	YTD Budget Variance
	Annual Budget	YTD Budget		
	\$	\$	\$	\$
Land & Buildings	1,518,697	1,265,500	138,885	1,126,615
Plant & Equipment	494,424	494,424	446,869	47,555
Furniture & Equipment	0	0	0	0
Roads	1,336,233	1,113,290	1,205,331	(92,041)
Recreation	31,065	31,065	33,416	(2,351)
Parks, Gardens, Recreation Facilities	112,150	93,440	41,938	51,502
Other Infrastructure	37,500	31,240	15,720	15,520
<b>Capital Expenditure Totals</b>	<b>3,530,068</b>	<b>3,028,959</b>	<b>1,882,159</b>	<b>1,146,800</b>
<b>Capital Acquisitions Funded By:</b>				
	\$	\$	\$	\$
Capital grants and contributions	1,702,022	1,471,551	1,247,324	(224,227)
Borrowings	310,000	310,000	0	(310,000)
Other (Disposals & C/Fwd)	138,000	138,000	163,203	25,203
Cash Backed Reserves				
Infrastructure Reserve	329,311	0	0	0
Pensioner Unit Maintenance Reserve	0	0	0	0
Plant Replacement Reserve	40,000	0	0	0
Contribution - operations	1,010,735	1,109,409	471,632	(637,777)
<b>Capital Funding Total</b>	<b>3,530,068</b>	<b>3,028,959</b>	<b>1,882,159</b>	<b>(1,146,800)</b>

**SIGNIFICANT ACCOUNTING POLICIES**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

**KEY INFORMATION**



Acquisitions	Annual Budget	YTD Actual	% Spent
	<b>\$3.53 M</b>	<b>\$1.88 M</b>	<b>53%</b>
Capital Grant	Annual Budget	YTD Actual	% Received
	<b>\$1.7 M</b>	<b>\$1.25 M</b>	<b>73%</b>

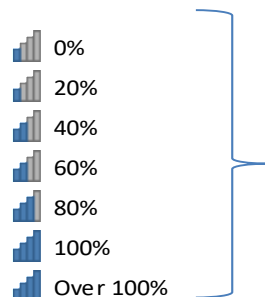


NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021

Attachment 9.1.2A  
**INVESTING ACTIVITIES**  
**NOTE 7**  
**CAPITAL ACQUISITIONS (CONTINUED)**

Capital Expenditure Total

Level of Completion Indicators





























Percentage YTD Actual to Annual Budget

Expenditure over budget highlighted in red.

Level of completion indicator

	Acc / Job	Annual Budget	YTD Budget	YTD Actual	Variance
<b>Capital Expenditure</b>					
<b>Land</b>					
Cuballing Railway Reserve Design	C176A	30,000	25,000	28,766	(3,766)
<b>Buildings</b>					
Administration Building Disabled Access	J4114C	62,833	52,360	1,091	51,269
Building Renewal - Cuballing Memorial Park	C176	99,309	82,730	7,061	75,669
Cuballing Town Hall Drainage	C162A	25,879	21,530	23,262	(1,732)
Cuballing Town Hall - Paint Exterior	C162B	14,400	12,000	0	12,000
Cuballing Cemtery Upgrade 2019/20	C161	5,000	4,160	0	4,160
Popanyinning Main Street Refurbishment	C193	73,800	61,500	25,925	35,575
Aged Persons Accommodation	C084	1,207,475	1,006,220	50,181	956,039
Fire Shed Extension - Carry over 2019/20	05140	0	0	2,599	(2,599)
Water Tanks to Fire Sheds	05120	0	0	0	0
<b>Total Land &amp; Buildings</b>		<b>1,518,697</b>	<b>1,265,500</b>	<b>138,885</b>	<b>1,126,615</b>



Plant & Equipment							
	Grader		12412	395,000	395,000	368,700	26,300
	Rake For Loader		12410	18,500	18,500	18,500	0
	Two Way System		12411	20,000	20,000	0	20,000
	CEO Vehicle		12405	55,924	55,924	55,171	753
	Tank for Depot		12413	5,000	5,000	4,498	502
Total Plant & Equipment				494,424	494,424	446,869	47,555
Furniture & Equipment							
	Nil			0	0	0	0
Total Furniture & Equipment				0	0	0	0
Infrastructure - Roads							
	RRG - Narrogin Wandering Road		R129B	158,635	132,160	159,964	(27,804)
	RRG - Stratherne Road 20/21		R001C	150,944	125,750	47,341	78,409
	RRG - Wandering Narrogin Road		R129D	350,069	291,700	352,807	(61,107)
	RTR - Popanyinning East Road Gravel Sheeting		RTR004	76,266	63,530	31,790	31,740
	RTR - Reeds Road Gravel Sheeting		RTR017	63,335	52,740	0	52,740
	RTR - Wandering Narrogin Road - Final Seal Stevens Road		RTR129	6,804	5,670	5,436	234
	BS - Narrogin Wandering Road Black Spot		BS129	472,670	393,870	392,877	993
	Congelin Road Culvert Renewal		CUL029	35,856	29,850	39,899	(10,049)
	Popanyinning East Road Drainage		R004H	21,654	18,020	24,298	(6,278)
	WSFN - Cuballing East Road		WSF006	0	0	150,920	(150,920)
Total Road Infrastructure				1,336,233	1,113,290	1,205,331	58,879
Recreation							
	Tennis Club Lighting Upgrade		11128	31,065	31,065	33,416	(2,351)
Total Recreation				31,065	31,065	33,416	(2,351)
Parks, Ovals & Playgrounds							
	Yornaning Dam - Stage 3		C189	77,150	64,280	5,760	58,520
	Yornaning Dam - Shade Sails		C195	35,000	29,160	36,178	(7,018)
Total Parks, Ovals & Playgrounds				112,150	93,440	41,938	51,502
Other Infrastructure							
	Bridge Improvements - Capital Upgrade		11214	30,000	24,990	15,720	9,270
	Transfer Station Bin Lids		C163	7,500	6,250	0	6,250
Total Other Infrastructure				37,500	31,240	15,720	15,520
	TOTAL CAPITAL EXPENDITURE			3,530,068	3,028,959	1,882,159	1,297,720



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

**Attachment 9.1.2A  
FINANCING ACTIVITIES  
NOTE 8  
BORROWINGS**

Information on Borrowings		New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2019/20	Actual	Annual Budget	Actual	Annual Budget	Actual	Annual Budget	Actual
Particulars									
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Transport</b>									
Loan 63 - Graders	71,505	0	0	35,092	42,266	36,413	29,239 0	2,051	2,305
<b>Economic Services</b>									
Loan 64 - Lot 74 Austral St	145,509			7,364	14,807	138,145	130,781	1,579	3,078
Education and Welfare									
Loan 65 - Aged Persons Housing			310,000				310,000		
<b>Total</b>	217,014	0	310,000	42,456	57,073	174,558	470,020	3,630	5,383

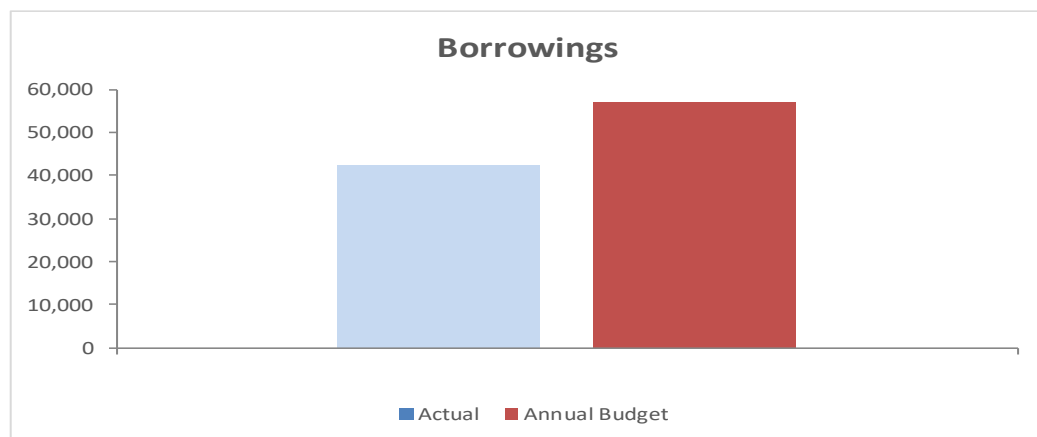
All debenture repayments were financed by general purpose revenue.

**SIGNIFICANT ACCOUNTING POLICIES**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

**KEY INFORMATION**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.



<b>Principal Repayments</b>	<b>\$42,456</b>
<b>Interest Earned</b>	<b>\$13,754</b>
<b>Reserves Bal</b>	<b>\$1.32 M</b>
<b>Interest Expense</b>	<b>\$3,630</b>
<b>Loans Due</b>	<b>\$.17 M</b>



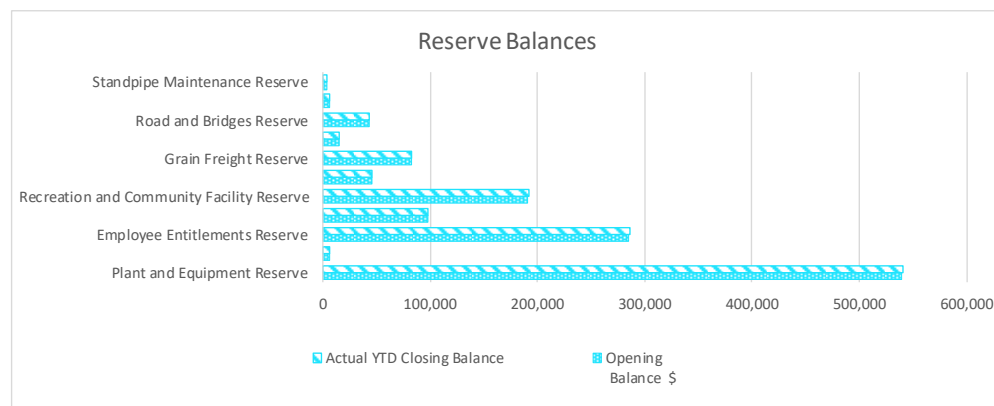
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

**OPERATING ACTIVITIES  
NOTE 9  
CASH AND INVESTMENTS**

**Cash Backed Reserve**

Reserve Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant and Equipment Reserve	538,714	4,728	2,040		2,040	(329,311)		214,131	540,754
IT and Office Equipment Reserve	6,721	147	32		32	0		6,868	6,753
Employee Entitlements Reserve	284,971	2,598	1,086		1,086	(20,000)		267,569	286,057
Housing Reserve	97,840	754	363		363	(40,000)		58,594	98,203
Recreation and Community Facility Reserve	191,187	2,596	791		791	(129,309)		64,474	191,978
Refuse Site Reserve	45,216	841	204		204	(7,500)		38,557	45,420
Grain Freight Reserve	82,825	672	310		310	0		83,497	83,135
Equestrian Reserve	14,769	42	50	4,545	50	0		19,356	14,819
Road and Bridges Reserve	43,361	603	176		176	(21,654)		22,310	43,537
Community & Sporting Club Reserve	6,725	3	21		21	(4,000)		2,728	6,746
Standpipe Maintenance Reserve	4,075	16	18		18	0		4,091	4,093
	<b>1,316,404</b>	<b>13,000</b>	<b>5,090</b>	<b>4,545</b>	<b>5,090</b>	<b>(551,774)</b>	<b>0</b>	<b>782,175</b>	<b>1,321,494</b>

**KEY INFORMATION**





**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2021**

**NOTE 10  
GRANTS AND CONTRIBUTIONS**

**Grants and Contributions**

Description	Annual Budget	YTD Budget	YTD Actual	Variance
<b>Operating grants, subsidies and contributions</b>				
<b>General Purpose Funding</b>				
Grants Commission - General Purpose	279,962	279,962	207,062	(72,901)
<b>Governance</b>				
Insurance - February Storm Damage	7,250	7,250	7,166	(84)
Insurance & Other Reimbursements	0	0	630	630
Department Primary Industries & Regional Development	0	0	0	0
<b>Law, Order &amp; Public Safety</b>				
DFES - Bush Fire Brigades	32,194	32,194	108,686	76,492
Fire Mitigation Grant	0	0	84,825	84,825
Water Tanks Allocation Program	0	0	0	0
<b>Education &amp; Welfare</b>				
Good Things Foundation	1,000	830	0	(830)
<b>Housing</b>				
Rental Income	0	0	3,960	3,960
<b>Community Amenities</b>				
Other Income - Reimbursements	0	0	38	38
<b>Recreation &amp; Culture</b>				
Cuballing Tennis Club - Contribution to lighting upgrade	0	0	10,335	10,335
Youth Week Funding	0	0	1,000	1,000
<b>Transport</b>				
Main Roads - RRG	0	0	0	0
Main Roads - Direct Grant	81,920	81,920	81,920	0
Grants Commission - Roads Component	191,342	143,506	114,272	(29,235)
<b>Economic Services</b>				
Community Events	6,500	5,410	3,970	(1,440)
<b>Other Property &amp; Services</b>				
Workers Compensation	15,000	12,500	2,460	(10,040)
<b>Operating grants, subsidies and contributions Total</b>	<b>615,168</b>	<b>563,572</b>	<b>626,323</b>	<b>62,751</b>
<b>Non-operating grants, subsidies and contributions</b>				
<b>Education &amp; Welfare</b>				
Aged Person Accommodation Funding	443,223	221,612	0	(221,612)
<b>Recreation &amp; Culture</b>				
Yornaning Dam Stage 3	53,130	44,270	53,130	8,860
CSRFF (Tennis Club Lighting)	10,355	10,355	10,355	0
<b>Transport</b>				
Main Roads - RRG	380,763	380,763	360,635	(20,128)
Roads to Recovery (RTR)	211,000	211,000	103,188	(107,812)
Black Spot (BS)	355,783	355,783	284,624	(71,159)
Wheatbelt Freight Secondary Network	0	0	237,439	237,439
<b>Other Infrastructure</b>				
Community Infrastructure Grants	247,768	247,768	197,953	(49,815)
<b>Non-operating grants, subsidies and contributions Total</b>	<b>1,702,022</b>	<b>1,471,551</b>	<b>1,247,324</b>	<b>(224,227)</b>
<b>Grand Total</b>	<b>2,317,190</b>	<b>2,035,123</b>	<b>1,873,647</b>	<b>(161,476)</b>

**KEY INFORMATION**

Some reclassification between Operating & Capital grants, contributions & reimbursements is required



### 9.1.3 Out of Budget Expense – DFES Water Tank Allocations

Applicant: N/A  
File Ref. No: ADM80  
Disclosure of Interest: Nil  
Date: 28<sup>th</sup> April 2021  
Author: Bronwyn Dew  
Attachments: 9.1.3A 2020/21 Water Tank Allocations DFES

#### **Summary**

**Council is to consider out of Budget expenditure of \$41,320 for installation of water tanks to the two fire stations located within the Shire of Cuballing as part of the State Government WA Recovery Plan – Water Tank Allocations Program.**

#### **Background**

In December 2020 Council was advised it had been awarded \$41,320 (GST Exclusive) under the State Government WA Recovery Plan - Water Tanks Allocations Grants Program designed to stimulate economic activity in the regions, and provide water tanks to support bush fire response throughout the State.

#### **Comment**

The program will allow for a 50,000L water tank to be placed at the fire stations located in Cuballing and Popanyinning. The tanks will be installed to catch rain water from the shed and will also be plumbed into the mains water so the tank can remain full during the dryer months.

The project must be completed by 30 June 2021 and it is anticipated the tanks will be installed during the month of May.

#### **Strategic Implications**

Shire of Cuballing Strategic Community Plan 2017

SOCIAL - Our Community, Neighbourhoods, Recreation and Culture.

Goals

- A safe community where residents feel secure and comfortable at home, work and play.

	Strategy	Outcome
1.3	Encourage and support volunteers and community groups.	Active and growing volunteer and community groups.
1.7	Create and maintain a safe environment for the community.	A feeling of safety within our neighbourhoods and a sense of being looked out for.

ECONOMY - Our Economy, Infrastructure, Systems and Services.

Goals

- Community infrastructure and services delivered in a timely manner, are well utilised, effective and meet the expectations of the community.
- Managing community assets in a whole of life and economically sustainable manner.

	Strategy	Outcome
3.2	Ensure essential services and infrastructure are aligned to community needs now and in the future.	Services and infrastructure which meets the needs of the broadest community and responds to changing priorities.



## Statutory Environment

Local Government Act (1995)

6.8. Expenditure from municipal fund not included in annual budget

- (1) A local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure —
- (a) is incurred in a financial year before the adoption of the annual budget by the local government; or
  - (b) is authorised in advance by resolution\*; or
  - (c) is authorised in advance by the mayor or president in an emergency.

\* Absolute majority required.

Policy Implications – Nil

Financial Implications

The cost to install the two water tanks is \$41,320 (GST Exclusive).

Economic Implication – Nil

Social Implication – Nil

Environmental Considerations – Nil

Consultation

Anthony Mort, Shire of Cuballing Chief Bushfire Control Officer

Options

Council may resolve:

1. the Officer's Recommendation;
2. to not proceed with the installation of water tanks at the Cuballing Fire Stations and the Popanyinning Fire Station.

Voting Requirements – Absolute Majority

### **COUNCIL DECISION 2021/047:**

**That Council authorise out of budget expenditure of up to an amount of \$41,320 (GST Exclusive) to install water tanks at the Cuballing Fire Station and the Popanyinning Fire Station in accordance with the Department of Fire and Emergency Services capital grant approval.**

**Moved: Cr Dowling**

**Seconded Cr Ballantyne**

**Carried 6/0**





Government of Western Australia  
Department of Fire & Emergency Services



Our Ref:  
Your Ref: 2020/21 Water Tank Allocations

Gary Sherry  
Chief Executive Officer  
Shire of Cuballing  
PO Box 13  
CUBALLING WA 6311

Dear Mr Sherry

### STATE GOVERNMENT WA RECOVERY PLAN – WATER TANK ALLOCATIONS

As previously advised on 14 August 2020, DFES has been allocated \$2m by the WA State Government to stimulate economic activity in the regions, and provide water tanks to support bush fire response throughout the State as part of the WA Recovery Plan. Approved funding is evenly spread over two financial years commencing 2020/21.

First round funding applications were requested for Bushfire Brigades buildings that did not have a water tank. All applications were presented to the Bushfire Operations Committee (BOC) for its consideration on 5 November 2020, whether the application met this essential criteria or not.

The BOC endorsed 61 applications and promoted them to the Local Government Grant Scheme Bush Fire Service Capital Grants Committee (The Committee) for final approval on 11 November 2020. Successful applications totalled \$829,437.

16 applications totalling \$346,582 were not endorsed. This included applications for water tanks located strategically. Strategically located water tanks will be considered in the second round of funding which is planned to occur early in 2021. The allocation of funds for the successful second round applications will be prioritised by the BOC to allow this financial year's remaining funds of \$170,563 to be spent this financial year.

Details for your local government approved tank location(s) are provided in the following table.

<u>Brigade</u>	<u>Water Tank Size</u>	<u>Approved</u>	<u>Amount</u>
Cuballing/Popanyinning BFB	50,000L	YES	\$20,660
Cuballing/Popanyinning BFB	50,000L	YES	\$20,660



### Approved Water Tank Grants

Installation of the water tanks requires completion and acquittal (payment) by 30 June 2021.

While the State Government is directly funding the water tanks from WA Recovery Plan funds rather than ESL funds, payment of grants will follow the LGGS process and will be administered in accordance with Section 5.4.1 of the Grants Manual.

I sincerely acknowledge and appreciate the time and effort that you and your team made to prepare and lodge applications. Should you require any further information regarding these allocations, please contact Natasha Dudarz, Resource Allocations Officer, on [natasha.dudarz@dfes.wa.gov.au](mailto:natasha.dudarz@dfes.wa.gov.au) or 9395 9857.

Yours sincerely



Richard Burnell  
EXECUTIVE DIRECTOR CORPORATE SERVICES

11 December 2020



9.1.4	Provision of Online Licensing Services – Variation and Extension of Agreement
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Applicant:	N/A
File Ref. No:	ADM56
Disclosure of Interest:	Nil
Date:	12 <sup>th</sup> May 2021
Author:	Bronwyn Dew
Attachments:	9.1.4A DOT Draft Agreement for the Provision of Licensing Services in the Shire of Cuballing in Terms of Section 11 of the Road Traffic (Administration) Act 2008
	9.1.4B DOT Draft Agreement for the Provision of Non Road Law Functions in the Shire of Cuballing.
	9.1.4C Schedule of Rates 1 July 2020

### **Summary**

**Council is to consider the offer of a 5 year agreement with the Department of Transport for the Shire of Cuballing's provision of Licensing Services and Non-Road Law Functions.**

### **Background**

The current agreement for the provision of online licencing services for the Shire of Cuballing expires on the 30<sup>th</sup> June 2021.

On 7<sup>th</sup> May 2021 the Department of Transport Director of Commercial Management contacted the Shire of Cuballing and advised that the Shire of Cuballing will be offered a new five (5) year agreement for the provision of Licensing Services and Non-Road Law Functions commencing on 1<sup>st</sup> July 2021.

### **Comment**

Council is to consider two agreements with the Department of Transport being:

1. Provision of Licensing Services in Shire of Cuballing in Terms of Section 11 of the Road Traffic (Administration) Act 2008 included at Attachment 9.1.4A. This relates to all vehicle licencing transactions; and
2. Provision of Non-road Law Functions in Shire of Cuballing included at Attachment 9.1.4B. This agreement relates to all other transactions.

The Department of Transport is also adjusting the schedule of rates for services provided under the agreements. The new Schedule of Rates 1 July 2020 is included at Attachment 9.1.4A. These marginal increases proposed will not make the service any more financially attractive for Council.

The Shire of Cuballing has provided this service to the Shire of Cuballing community for many years and it is recommended that the new 5 year agreement be accepted. While not being financially positive, providing this service supports local businesses and provides a degree of community spirit.

Strategic Implications – Nil

Statutory Environment – Nil

Policy Implications – Nil



### Financial Implications

Council has budgeted in 2020/21 to receive \$8,000 in income from commission paid by the Department of Transport for providing licencing services. In the current financial year to 30<sup>th</sup> April 2021 Council has received \$9,694.07. This income does not reimburse all of Council's costs in providing this service, but does provide income to support the provision of administration resources.

Department of Transport meets the higher costs of providing this service such as training and IT expenses.

### Economic Implication

The Shire of Cuballing's provision of vehicle licencing services provides complex vehicle licencing services to local industry who rely on access to this service. The Shire of Cuballing has a significant number of farming businesses who operate many licenced vehicles.

### Social Implication

The Shire of Cuballing's provision of vehicle licencing services provides local access to licensing services such as local authority number plates that build and support community spirit.

Environmental Considerations – Nil

Consultation – Nil

### Options

Council may resolve:

1. the Officer's Recommendation;
2. to not undertake online licencing services in the Shire of Cuballing.

Voting Requirements – Simple Majority

### **COUNCIL DECISION 2021/048:**

#### **That Council:**

1. **approve the five (5) year agreement for the Provision of Licensing Services in Shire of Cuballing in Terms of Section 11 of the Road Traffic (Administration) Act 2008 included at Attachment 9.1.4A;**
2. **approve the five (5) year agreement for the provision of non-road law functions in Shire of Cuballing included at Attachment 9.1.4B; and**
3. **authorise the CEO to agree to amendment to the Attachment 9.1.4A and 9.1.4B to consider increased service provision.**

**Moved: Cr Ballantyne**

**Seconded: Cr Hopper**

**Carried 6/0**





Government of Western Australia  
Department of Transport

**DOT[INSERT NUMBER] AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN  
[INSERT NAME OF THE LOCATION] IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC  
(ADMINISTRATION) ACT 2008**

BETWEEN:

The Chief Executive Officer of the Department of Transport of 140 William Street, Perth,  
Western Australia 6000 ("the CEO")

AND:

The Agent details will be inserted. The following is an example only.

The Shire of [Insert location] a body corporate with perpetual succession under the Local  
Government Act 1995

Or

[Insert Name] (ACN or ABN) of [Insert Address] ("the Agent")



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

## TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION.....	3
2	TERM .....	10
3	SUPPLY OF SERVICES.....	10
4	COLLECTION OF REVENUE .....	11
5	PAYMENT .....	11
6	AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS .....	13
7	INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES .....	15
8	EXPENSES .....	17
9	PERSONNEL .....	18
10	ACCESS AND CONFIDENTIALITY .....	20
11	AUDITOR GENERAL .....	23
12	INTELLECTUAL PROPERTY RIGHTS.....	23
13	INSURANCE.....	24
14	INDEMNITY.....	25
15	PERFORMANCE AND COMPLIANCE MANAGEMENT.....	26
16	DISPUTES .....	27
17	DEFAULT.....	27
18	LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK.....	28
19	SUSPENSION AND TERMINATION.....	28
20	REPRESENTATIVES OF THE PARTIES .....	29
21	NOTICE.....	29
22	FORCE MAJEURE .....	30
23	MISCELLANEOUS .....	30
24	EXECUTION .....	33
	SCHEDULE A: SERVICE SPECIFICATION .....	34
	SCHEDULE B: SCHEDULE OF COMMISSION RATES .....	38
	SCHEDULE C: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES .....	42
	SCHEDULE D: CONFIDENTIAL INFORMATION.....	43
	SCHEDULE E: BUSINESS RULES .....	44
	SCHEDULE F: EQUIPMENT MAINTENANCE .....	45
	SCHEDULE G: AGENT'S EMPLOYEE CONFIDENTIALITY UNDERTAKING .....	46
	SCHEDULE H: PERFORMANCE MEASURES .....	50
	SCHEDULE I: LOCATION OF PREMISES FOR SERVICE PROVISION .....	51
	SCHEDULE J: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS) .....	52
	SCHEDULE K: NOTICE OF VARIATION TO SCHEDULE FORM.....	53
	SCHEDULE L: AGREEMENT TERM .....	54
	SCHEDULE M: CONDITIONS SPECIFIC TO THIS AGENT SITE(S) .....	55



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

BETWEEN:

The Chief Executive Officer (CEO) of the Department of Transport, under the *Road Traffic (Administration Act) 2008*, of 140 William Street, Perth Western Australia 6000 (the Principal)

AND

(Insert Name) (Insert ACN / ABN number) of (Insert Address) (the Agent)

#### RECITALS

- A. Under section 11 of the *Road Traffic (Administration) Act 2008*, the CEO may enter into an agreement providing for the CEO's functions under a Road Law that are described in the agreement to be performed on behalf of the CEO.
- B. The CEO wishes to enter into an agreement for the performance of certain of his licensing functions under Road Laws described in this Agreement.
- C. The Agent is prepared to perform the licensing functions described in the Agreement on behalf of the CEO and the CEO is prepared to remunerate the Agent accordingly.
- D. The CEO and Agent have also separately entered into an agreement for the Agent to perform certain Non-Road Law Services. The Agent will be acting in accordance with the Business Rules and utilising the same information technology infrastructure, software applications and transactional arrangements for the performance of both the Road-Law and Non-Road Law Services.

#### OPERATIVE PART

##### 1. DEFINITIONS AND INTERPRETATION

###### 1.1. Definitions

In this Agreement, unless the context otherwise requires:

**Adjustment** has the same meaning as in the *GST Act*.

**Adjustment Note** has the same meaning as in the *GST Act*.

**Agent** means the Party to this Agreement who is authorised by the CEO to perform the CEO's functions under section 11 of the *Road Traffic (Administration) Act 2008* as set out in this Agreement.

**Agent's Representative** means the person(s) so identified in Schedule C to this Agreement and includes any person(s) for the time being acting in the place of such a person.

**Agreement** means this Agreement between the Principal and the Agent for the supply of Services by the Agent and includes the schedules attached hereto.

**Business Day** means any day, except a Saturday, Sunday or a Gazetted public holiday in Perth, Western Australia.

**Business Rules** means the rules set by the CEO from time to time regarding business processes, guidelines and policies including but not limited to instructions (known as Administrative Instruction's and Licensing Information's) which deal with amongst other things document handling, financial, banking and/or electronic operating procedures, developed by the CEO to ensure the integrity of the Services provided; including but not limited to Schedule E.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

**Chief Executive Officer or CEO** means the Chief Executive Officer as defined in the *Road Traffic (Administration) Act 2008* and is also known as the Director General.

**Commission** means the amount payable by the Principal to the Agent for the performance of a specified activity forming part of the Services, as set out in the Schedule of Commission Rates at Schedule B to this Agreement.

**Commissioner of Taxation** means the person so appointed pursuant to section 4 of the *Taxation Administration Act 1953* (Cth).

**Commencement Date** means the date specified in Item 2 of Schedule L.

**Conditions** means the terms and conditions set out in this Agreement.

**Confidential Information** means information in respect of the Agreement that:

- (a) is by its nature confidential; or
- (b) is specified by the Principal or the Agent to be confidential, including any information specified at Schedule D to this Agreement to be confidential; or
- (c) the Principal or the Agent knows or reasonably ought to know is confidential.

**Consumer Price Index** means the Perth Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0)): 1 All Groups, Index Numbers – Perth) from the preceding March quarter published by the Australian Bureau of Statistics.

**Copyright Act** means the *Copyright Act 1968* (Cth).

**CTT** means the Computerised Theory Test that forms the part of the requirements of the Principal's Graduated Driver Training and Licensing System.

**Common Use Arrangement** means common use procurement arrangements established by the Department of Finance for the use of State Government departments.

**DAIP** means the Disability Access and Inclusion Plan that must be prepared under the *Disability Services Act 1993*.

**Database** means the Principal's designated motor vehicle and driver licensing databases, including TRELIS.

**Department** means the Department of Transport or such other person or government agency which is responsible for assisting the Principal with:

- (a) the administration of this Agreement; and / or
- (d) the provision of Licensing Services.

**Direction** includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, rejection, request or requirement of the Principal.

**Employee** means:

(Item (a) will be deleted if the successful agent is NOT a Local Government/Shire. The numbering should then be removed)

- (a) Where the Agent is a Local Government body, a person employed by the Agent under Section 5.36 of the *Local Government Act 1995*, or otherwise engaged by the Agent, and includes a chief employee, a chief executive officer, a senior executive officer, an executive officer, an employee, a public service officer, public officers or a respondent as



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

defined under the *Public Sector Management Act 1994* or a clerk or servant as defined under Section 1 of the *Criminal Code Act 1913*; and

- (b) the Agent's employees, directors, officers, nominees, agent or subcontractor.

**Error Rate** means the percentage of errors made when determining compliance with Performance Measure 1 in Schedule H.

**Event of Default** means the occurrence of any one of the following events:

- (a) the Agent breaches an obligation under the Agreement that cannot be remedied, including a breach of its confidentiality obligations; or
  - (b) the Agent breaches any other obligation under the Agreement and that breach is not remedied within two (2) Business Days after the Principal gives a notice to the Agent requiring the breach to be remedied, or within a later period specified by the Principal in the notice; or
  - (c) the Agent commits three (3) separate breaches of its obligations under the Agreement over any twelve (12) month period, whether or not the Principal has given the Agent notice of any such breaches and whether or not the Agent has rectified such breaches; or
  - (d) a representation or warranty made by the Agent under the Agreement is or becomes untrue or is breached; or
  - (e) an Insolvency Event occurs in respect of the Agent; or
  - (f) the Agent ceases, or, in the reasonable opinion of the Principal will likely imminently cease, to carry on business; or
  - (g) any of the Agent's Personnel is or has at any time been convicted of a criminal offence that is punishable by imprisonment or detention that has not been disclosed to the Principal and the Principal has given its prior written consent; or
  - (h) if the Agent is a body corporate, the Agent is convicted of a criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, \$10,000; or
  - (i) in the reasonable opinion of the Principal, the reputation of the Principal, the State of Western Australia or the Government of Western Australia is, or is likely to be, damaged by any act or omission of the Agent; or
  - (j) any of the Agent's Personnel disclose the Principal's Confidential Information under Schedule D Confidential Information; or
  - (k) the Agent refuses to comply with any reasonable Direction given by the Principal; or
- (Item (l) will be included if the successful Agent is a Shire/Local Government body.)
- (l) where applicable, the Agent breaches its duty under the *Local Government Act 1995*; or
  - (m) If the Agent also provides Non-Road Law Services under a separate agreement to this Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.

**Force Majeure Event** means an exceptional and unforeseen event beyond the reasonable control of the parties, including as follows:

- (a) an act of God, earthquakes, floods, storms, cyclones, explosions, fires and other natural disasters; and



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (b) war, riot or invasion, terrorism, the imposition of embargo and civil or military disturbances; and
- (c) national emergency, government action, strikes and industrial action (other than strikes or industrial action limited to the Agent, Principal or their subcontractors), epidemics and pandemics.

**Graduated Driver Training and Licensing System** means the system that allows new drivers to acquire their driver's licence by completing a number of assessments, including the CTT and HPT, and by gaining experience by driving under supervision in a wide range of conditions.

**GST** has the same meaning as in the *GST Act*.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

**HPT** means the Hazard Perception Test that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

**Insolvency Event** means the happening of any of these events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:
  - (i) is wound up or dissolved; or
  - (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
  - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
  - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (ii) stops or suspends payment of all, or a class of, its debts; or
- (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
  - a. insolvent or unable to pay its debts when they fall due; or
  - b. the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
- (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
- (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Intellectual Property Rights** means:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade-marks and the right to have Confidential Information kept confidential; and
  - (b) any application or right to apply for registration of any of the rights described in (a) above,
- but does not include Moral Rights.

**Language Interpretation Facility** means the facility established by State Government to meet the needs of people unable to communicate effectively in English.

**Logbook** means the Logbook that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

**Moral Right** has the same meaning as in the *Copyright Act*.

**Non-Road Law Services** means transactions related to Maritime, WA Photo Card, Off Road Vehicles, and Driving Instructor and other services as detailed in a separate agreement.

**Party** means a party to this Agreement and **Parties** means both parties to this Agreement.

**PCI DSS** means the Payment Card Industry Data Security Standard being a baseline of technical and operational requirements designed to protect account data.

**PC** means personal computer and includes a central processing unit, monitor, mouse and keyboard.

**Performance Measures** means the criteria specified in Schedule H against which the Agent's delivery of Services will be measured.

**Personnel** means all Employees engaged in relation to the supply of the Services.

**Physical Stock** means any items provided by the Principal to the Agent for the purpose of facilitating the Agent to undertake the Services, including, but not limited to:

- (a) forms for completion by the Principal's Customers;
- (b) printer base stock;
- (c) vehicle licence plates;
- (d) 'P' plates;



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (e) financial banking books;
- (f) Logbooks;
- (g) licensing publications and information material; and
- (h) any other stock as detailed by the Principal in Schedule M.

**Premises** means any premises listed in Schedule I which are owned or occupied by the Agent on or from which the Services are to be supplied or to which the Agent has access in order to supply the Services and includes anything on those premises.

**Principal** means the Chief Executive Officer of the Department of Transport.

**Principal's Customers** means those persons who use the Services supplied by the Agent under the Agreement.

**Principal's Property** means all Records supplied for, or created by, the provision of the Services, all physical stock and equipment provided by the Principal.

**Principal's Representative** means the person(s) so identified at Schedule C to this Agreement and includes any person(s) for the time being acting in the place of such a person.

**Processing Errors** has the meaning assigned in the *Service Specification* at Schedule A of this Agreement.

**Recipient Created Tax Invoice** has the same meaning as in the *GST Act*.

**Records** means records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the supply of the Services, whether or not containing Confidential Information, and whatever format in which such records and information are held, stored or recorded.

**Representative(s)** means either or both the Agent's Representative and the Principal's Representative set out in Schedule C as the context requires.

**Road Law** means the *Road Traffic Act 1974*, the *Road Traffic (Administration Act) 2008*; the *Road Traffic (Authorisation to Drive) Act 2008*; the *Road Traffic (Vehicles) Act 2012* and the *Road Traffic (Vehicles) (Taxing) Act 2008*.

**Schedule of Commission Rates** means the Commission payable to the Agent for the performance of Services as detailed at Schedule B to this Agreement.

**Services** means the licensing functions described in the *Service Specification* at Schedule A to this Agreement, to be supplied by the Agent in accordance with this Agreement.

**Specification** means the specification of the Services described in the *Service Specification* at Schedule A to this Agreement.

**State** means the State of Western Australia.

**State Records** has the same meaning as in the *State Records Act 2000*.

**Term** means the period from the date of commencement provided in clause 2 to the date when the Agreement expires or terminates, and includes any extension agreed by the Parties in writing.

**Transport Service Centre or TSC** means a Department of Transport customer service centre providing face-to-face services to the public.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

## 1.2. Interpretation

In the Agreement Documents, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public authority, a public body, a company and an incorporated or unincorporated association or body of persons;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to the Agreement or another instrument includes all variations and replacements of any of them despite any change of, or any change in the identity of, the Principal or the Agent;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to this Agreement;
- (i) all the provisions in any schedule, attachment or appendix to this Agreement are incorporated in, and form part of, this Agreement and bind the Principal and the Agent;
- (j) headings are included for convenience and do not affect the interpretation of this Agreement;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) no rule of interpretation is to be applied to disadvantage the Principal or the Agent on the basis that it was responsible for preparing the Agreement;
- (m) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (n) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (o) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (p) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (q) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (s) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (t) a reference to a monetary amount means that amount in Australian currency.

## 2. TERM

- 2.1. This Agreement will begin on the Commencement Date as specified in Item 2 of Schedule L for the term specified in Item 1 of Schedule L. The Principal may by notice in writing to the Agent extend the term at his entire discretion for a further period or periods.
- 2.2. This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

## 3. SUPPLY OF SERVICES

### 3.1. Supply of Services

The Agent must supply the Services on each Business Day during the Term in accordance with the Agreement.

### 3.2. Scope and Quality of Services

- (a) The Agent must supply the Services in accordance with the Specification.
- (b) The Services include any reasonable Direction given by the Principal in relation to performance of Services in this Agreement.
- (c) If no standards for the Services are specified in the Agreement, then the Agent must supply the Services in accordance with the highest reasonable standards that usually apply to the supply of the Services and in any event with proper skill, care and diligence.
- (d) The Agent must save and file all Business Rules, policies, guidelines, procedures Administrative Instructions and Licensing Informations developed and distributed by the Principal so that they can be retrieved for ease of reference.
- (e) The Agent must observe, perform and comply with any Business Rules, policies, guidelines, procedures, Administrative Instruction's and Licensing Information's developed by the Principal to ensure the integrity of the Services provided.
- (f) The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under the Agreement.

### 3.3. Additional Work

If, at the written request of the Principal, the Agent performs work that is additional to the Services, then the Principal must pay the Agent for the additional work:

- (a) at the rate of a similar Service specified in the Schedule of Commission Rates; or
- (b) if no rate is specified in the Schedule of Commission Rates, at a rate agreed between the Principal and the Agent; or
- (c) if no rate is agreed under clause 3.3(a) or (b) within ten (10) Business Days from the date of the Principal's request, at the reasonable rate determined by the Principal.

### 3.4. Unsatisfactory Services

- (a) If any of the Services have not been supplied in accordance with this clause 3 then, without limiting any other remedy available to the Principal, the Principal may by notice to the Agent require the Agent to re-supply those Services and the Agent must re-supply those Services at no cost to the Principal or the Principal's Customers.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (b) If, on receipt of a notice under clause 3.4(a), the Agent considers that it has supplied the Services in accordance with this clause 3, then the Parties must attempt to resolve the dispute by following the dispute resolution process set out in clause 16.

### 3.5. Value for Money Policy

- (a) The Principal has access to State Government common use arrangements which provide for discounted rates for specified goods and services. Where it is deemed by the Principal that better value for money can be achieved through the use of such common use arrangements, the Agent must access such services. The Principal will be responsible for organising approvals for the Agent to access Common Use Arrangements (CUA).
- (b) Where the Principal has access to other service contracts the Agent must access and use such contracts as advised by the Principal.

## 4. COLLECTION OF REVENUE

### 4.1. Familiarity with Treasurer's Instructions and *Financial Management Act 2006*

It is the Agent's responsibility to ensure that they are familiar with, and knowledgeable on, the *Financial Management Act 2006* and Treasurer's Instructions relating to the collection and banking of public monies.

### 4.2. Forms of Payment

- (a) The Agent must accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions.
- (b) If a customer cheque or other payment is dishonoured or is otherwise not credited to the Agent's bank account, the relevant provisions set out in the Business Rules in Schedule E will apply.

### 4.3. No Surcharge

The Agent must not impose a surcharge, or any other form of cost recovery, on the Principal or the Principal's Customers for Services performed pursuant to this Agreement.

## 5. PAYMENT

### 5.1. Commissions Payable

Subject to the provisions of clause 5.2, the Principal must pay the Agent Commissions to the value of the Services performed under the Agreement in accordance with the Schedule of Commission Rates, as certified by the Principal, less any overpayment in Commissions or any other payment made to the Agent as advised in writing to the Agent by the Principal.

### 5.2. Variations to Commissions Payable

- (a) On July 1 of each year of the Term, the Principal will review the Commissions specified in the Schedule of Commission Rates in accordance with annual changes in the Consumer Price Index and the Commission's payable to the Agent will be increased accordingly, except in the instance where there is no movement in the CPI.
- (b) Where the CPI is a negative 'downward' movement, the Commissions payable to the Agent shall remain at the rate applicable for the previous year.
- (c) The Principal will forward the Agent a revised Schedule of Commission Rates in accordance with clause (a) above no later than 30 Business Days after the Commission review date.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

### 5.3. Invoices

- (a) The Principal will issue the Agent Transaction and Payment Summary reports which include, inter-alia:
  - (i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and
  - (ii) confirmation the Commissions payable have been reconciled and authorised by the Principal.
- (b) The Principal will issue the Agent tax invoices, being Recipient Created Tax Invoices (RCTI), in respect of Commissions payable, on the basis of the Transaction and Payment Summary report for the corresponding period.
- (c) The Principal will issue a Transaction and Payment Summary Report and RCTI to the Agent:
  - (i) for each calendar month; and
  - (ii) not more than thirty (30) Business Days after the last day of the invoice period.
- (d) The Agent agrees it will not issue tax invoices in respect of the Services.
- (e) The Agent acknowledges that it is registered for GST when it agrees for the Principal to issue RCTI for the Services and will notify the Principal if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.
- (f) The Principal acknowledges that it is registered for GST when it agrees to issue RCTI for the Services and will notify the Agent if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

### 5.4. Payment of Invoices

The Principal will pay the amount specified in a RCTI within thirty (30) days of the last day of the month to which it relates.

### 5.5. Method of Payment

The Principal will directly credit Commissions payable to the Agent's nominated bank account.

### 5.6. No Obligation to Pay

The Principal has no obligation to make any payment to the Agent unless and until:

- (a) the Services have been supplied in accordance with clause 3; and
- (b) the Principal is satisfied that no Event of Default has occurred.

### 5.7. Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Principal has paid, the Agent is responsible for issuing an Adjustment Note to the Principal. If the amount is:
  - (i) less than the amount that should have been paid, the Principal must pay the difference to the Agent within twenty (20) days after the date the Adjustment Note is received;
  - (ii) more than the amount that should have been paid, the Principal may:



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (A) debit the difference from the Agent's nominated account within twenty (20) days after the date the Adjustment Note is received; or
  - (B) offset the difference against any amount subsequently payable by the Principal to the Agent.
- (b) If the Principal finds that the amount paid based on the RCTI was incorrect and the Principal has overpaid, the Principal is entitled to take the steps outlined in clauses 5.7(a)(ii) (A) or (B), without receipt of an Adjustment Note from the Agent.

#### 5.8. GST and other duties, taxes and charges

- (a) In this clause 5.8 the expressions 'consideration', 'recipient', 'supply', 'tax invoice' and 'taxable supply' have the meanings given to those expressions in the GST Act.
- (b) All amounts in the Schedule of Commission Rates are expressed exclusive of GST.
- (c) If GST is imposed on any supply made under the Agreement, the Principal will pay to the Agent an amount equal to the GST payable on the taxable supply.
- (d) The amount referred to in clause 5.8 (c) must be paid in addition to, and at the same time as, payment for the taxable supply is required to be made under the Agreement.
- (e) If a GST-inclusive price is charged or varied under the Agreement, the Principal will provide the Agent with a valid RCTI at or before the time of payment or variation.
- (f) If the amount of GST paid or payable by the Agent on any supply made under the Agreement differs from the amount of GST paid by the Principal, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal will be adjusted accordingly by a further payment by the Principal to the Agent or the Agent to the Principal, as the case requires.
- (g) The Principal indemnifies the Agent for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI where the understatement arises from fault on the part of the Principal.
- (h) All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services or any additional work undertaken by the Agent are payable by the Agent.

### 6. AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS

#### 6.1. Agent's General Warranties

Except where the Agent has otherwise disclosed in writing to the Principal, and the Principal has given prior written consent to the matter disclosed, the Agent warrants in favour of the Principal that:

- (a) the Agent has no conflict of interest arising out of the Agreement;
- (b) the Agent is properly authorised and has the power to enter into the Agreement and perform the Agent's obligations under the Agreement;
- (c) the Agent's obligations under the Agreement are valid and binding and are enforceable against the Agent;
- (d) all information provided by the Agent to the Principal in connection with the Agreement is true and correct;



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (e) there is no litigation or arbitration, and there are no administrative proceedings, taking place, pending or threatened against the Agent which could have a materially adverse effect on the Agent's ability to supply the Services in accordance with the Agreement;
- (f) no Personnel performing the Services have been convicted of a criminal offence that is punishable by imprisonment or detention; and
- (g) there is nothing that prevents the Agent from complying with any obligation under the Agreement.

## 6.2. General Warranties Made Continuously

The warranties made by the Agent under clause 6.1 are taken to be made continuously throughout the Term.

## 6.3. Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
  - (i) all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent; and
  - (ii) all property, information technology equipment and software applications supplied by the Principal to the Agent in connection with the Agreement;
- (b) promptly notify the Principal if any warranty in clause 6.1 is breached or becomes untrue within two (2) business days of the identification of the breach;
- (c) securely manage and destroy any waste documentation;
- (d) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Principal's approved courier or representative;
- (e) securely return by the Principal's approved courier or representative all obsolete vehicle number plates to the Principal's nominated contractor for destruction;
- (f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;
- (g) comply with all State and Commonwealth laws relevant to the Agreement;
- (h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;
- (i) cooperate fully with the Principal in respect of the administration of the Agreement;
- (j) ensure that no Personnel causes the Agent to breach the Agreement; and
- (k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

## 6.4. Warranties and Indemnity

- (a) The Agent must give, or ensure the Principal has the benefit of, any warranties specified in the Agreement.
- (b) The Agent must do everything necessary to obtain the benefit of all third-party warranties and must ensure that the Principal has the benefit of those warranties.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (c) The Agent indemnifies the Principal against any loss or liability that results from the Agent not complying with clauses 6.4(a) or (b).

#### 6.5. Conflict of Interest

- (a) Without limiting the meaning of conflict of interest, a conflict of interest may arise in the following circumstances:
  - (i) when the Agent, or a person associated with the Agent, is in a position to benefit directly or indirectly from the actions of the Agent through an unfair or unintended imposition or loss on the Principal or some third party; or
  - (ii) when, due to a personal interest or a conflicting business arrangement, an Agent's honesty, objectivity or fairness in performing the Services is open to question.
- (b) If a conflict of interest arises in respect of the Agent or the Agent's Personnel, in respect of the supply of the Services under the Agreement, the Agent must:
  - (i) promptly notify the Principal that the conflict has arisen and provide full details; and
  - (ii) take reasonable steps in consultation with the Principal to manage or resolve the conflict.
- (c) Without limiting the meaning of conflict of interest, a perceived conflict of interest may arise when an Agent or the Agent's Personnel accesses the Principal's Database or undertakes a transaction on behalf of a friend or relative or the Personnel's own record, without first obtaining the Principal's approval.

#### 6.6. Agent's Obligation for Services Directly to the Public

The Agent must:

- (a) to the extent practicable, implement the Principal's 'Disability Access and Inclusion Plan' (DAIP) prepared under the *Disability Services Act 1993* and available at the Principal's website:
- (b) <http://www.transport.wa.gov.au/aboutus/disability-access-and-inclusion-plan.asp>
- (c) or comparable Commonwealth provisions;
- (d) provide a report to the Principal prior to 30 June in each year of the Term reporting on the extent to which the Agent has implemented the Principal's DAIP; and
- (e) advise Customers that they may make use of the Language Interpretation Facility if they require such assistance.

### 7. INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

#### 7.1. Supply by Principal

The Principal will supply the Agent with the following:

- (a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment supplied by the Principal to the Database;
- (b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
  - (i) PC/s;



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (ii) printer/s (excluding consumables); and
- (iii) image capture unit (excluding a backdrop screen).
- (c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third-party software applications required by the Principal;
- (d) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;
- (e) the Physical Stock required by the Agent to perform this Agreement; and
- (f) Vehicle licence plates.

#### 7.2. Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.
- (c) Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own telecommunications carrier networks, including internet with sufficient bandwidth, for the transfer of data from the DoT supplied equipment to the Database.

#### 7.3. Installation of Additional Hardware or Software (other than supplied by the Principal)

- (a) The Agent must make written application to the Principal and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Any approval issued by the Principal subject to clause 7.3(a) will be at the Principal's sole discretion based on the Principal's security requirements.
- (c) Subject to clause 7.3(a) above:
  - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agent's risk and the Principal will not be responsible for any hardware or software failure or resultant loss of the Agent's data; and
  - (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope, referred to in Schedule J, or loss of data resulting in the installation of the additional hardware or software.
- (d) The Agent will uninstall any additional hardware or software which has been installed by the Agent on a PC designated for transaction processing in accordance with clause 7.3(a), when the PC is required to be replaced or returned to the Principal.

#### 7.4. Compliance with Principal's Requirements

All information technology, whether supplied by the Principal or the Agent, must comply with the information technology policies and specification requirements as provided by the Principal from time to time.

#### 7.5. Maintenance of Equipment



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (a) The Agent will ensure all equipment including, but not limited to, information technology hardware and software is:
  - (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
  - (ii) housed at the Agent's customer service area at the approved Premises where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or representative.
- (c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
- (d) In the event that equipment supplied by the Principal requires maintenance, the Agent will contact the Principal to discuss the maintenance options for the equipment as detailed in Schedule F.
- (e) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.
- (f) In the event equipment supplied by the Principal requires off-site maintenance, and that maintenance results in equipment not being available to the Agent for more than five (5) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

#### 7.6. Premises

The Agent will:

- (a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule I;
- (b) ensure the Principal's prior written approval has been obtained before commencing the Services from any new location;
- (c) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (d) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (e) ensure security complies with any reasonable Direction given by the Principal;
- (f) do everything reasonably necessary to protect people and Property on the Premises, as they relate to the delivery of the Services; and
- (g) ensure compliance with Requirement 9 of the PCI DSS at Schedule J.

### 8. EXPENSES

#### 8.1. Bank Fees and Charges

The Principal will reimburse the Agent for specified bank fees and charges, being:

- (a) charges incurred in relation to dishonoured cheques received from the Principal's Customers.

#### 8.2. Training



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

The Principal will reimburse the Agent for specified expenses incurred for Personnel attending the Principal's mandatory training in the Perth metropolitan area in accordance with this clause 8.2, being:

- (a) accommodation costs, to a maximum equal to the applicable accommodation allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (b) meal costs, to a maximum equal to the applicable meal allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (c) vehicle mileage costs only associated with travel to and from the Principal's training site, (not including personal use of the vehicle during the training course) to a maximum equal to the applicable vehicle mileage allowance specified in schedule F of the current West Australian Public Service Award, Motor Vehicle Allowance, made under *Public Sector Management Act 1994*;
- (d) return economy airfares; and
- (e) subject to the Principal's approval, taxi/ride sharing fees incurred to and from the training only.

#### 8.3. Evidence

The Agent must submit a statement and supporting evidence to the Principal when claiming reimbursement for expenses specified in the Agreement as the responsibility of the Principal.

#### 8.4. Reimbursement

The Principal will pay the Agent's claim for reimbursement within thirty (30) days from the date the claim in writing is received, if the amount claimed is:

- (a) properly payable;
- (b) correctly calculated in accordance with the Agreement; and
- (c) accompanied by sufficient supporting evidence.

### 9. PERSONNEL

#### 9.1. General Provisions of the Agent's Personnel

- (a) All Personnel must be Employees of the Agent.
- (b) All prospective Personnel must be approved by the Principal for appointment prior to supplying the Services;
- (c) The Principal may direct the Agent to temporarily suspend the Personnel's access to the Principal's Database and Property and direct the Personnel to undertake immediate retraining.
- (d) The Agent must, at its expense, provide the Principal with a current (not more than three months old) Australia-wide police clearance for all prospective Personnel intended by the Agent for appointment as Personnel prior to the commencement of their involvement in supplying the Services.
- (e) The Principal may, at its discretion and expense, at any time and from time to time request the Agent to undertake further Australia-wide police clearance with respect to any prospective Personnel. The Agent must comply with the Principal's request within twenty (20) Business Days of such request.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (f) If police clearance evidence provided by the Agent pursuant to clause 9.1(d) or 9.1(e) reveals that a prospective Personnel, or reveals that Personnel, has committed a criminal offence punishable by imprisonment or detention, then the Principal may, without prejudice to his other rights under the Agreement:
  - (i) refuse approval for the person to be appointed as Personnel; or
  - (ii) revoke its approval and require the removal of the Personnel in question from any involvement in the supply of the Services,
 as the case may be, and the Principal may do so solely in reliance on the police clearance evidence.
- (g) The Agent and its Employees must not, during the Term, have any affiliations, associations, connections, or professional engagements with any companies, agencies, organisations, clubs, associations, or other business or charitable institutions which have or have been found to have or proven to have any involvement in any disreputable, criminal or illegal business dealings or transactions.
- (h) The Principal may terminate this Agreement effective immediately, upon becoming aware of any such affiliations, associations, connections, or professional engagements referred to in clause 9.1(g).
- (i) Notwithstanding other rights and remedies or actions available to it, the Principal may require the removal from the Services of any Personnel.
- (j) The Agent must immediately comply with a request under clause 9.1(i).
- (k) Where the Agent fails to comply with a request under clause 9.1(i), in addition to any other rights and actions available to the Principal, the Principal may terminate this Agreement immediately without notice.
- (l) In addition to the provisions of clauses 9.1(d) to (f), the Principal may withhold approval for the appointment of a prospective Employee as Personnel or require the Agent to remove any Personnel from involvement with supplying the Services if the Principal reasonably believes that the prospective Employee or Personnel, as the case may be, is unsuitable.
- (m) In the event that the Principal withholds approval of a prospective Employee or requests removal of any Personnel, in accordance with clause 9.1(f) or 9.1(l), the Principal shall, at the request of the Agent, provide reasons for its decision, unless to provide reasons would, in the reasonable view of the Principal, be contrary to the public interest.
- (n) In the event that any Personnel is required to be removed from supplying the Services pursuant to this clause 9.1, the Agent must at its own cost:
  - (i) ensure that the Personnel in question immediately ceases all involvement with the supply of the Services; and
  - (ii) replace the Personnel with other Personnel, approved by the Principal, of the highest skills and experience available to the Agent.
- (o) In addition to the obligations set out in this Agreement, in the event that the Agent becomes aware that a criminal charge has been laid or may be laid against it or its Personnel, it will immediately notify the Principal in writing.

## 9.2. Qualifications

- (a) The Agent must ensure that all Personnel are properly qualified and suitable for the tasks allocated to them and that Personnel conduct themselves in all circumstances and at all times, in a fit and proper manner.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (b) The Agent must ensure that all Personnel:
  - (i) attend mandatory training provided by the Principal, at a location determined by the Principal, prior to supplying the Services;
  - (ii) undertake e-learning training as directed by the Principal;
  - (iii) upon reasonable notice, undertake any additional training required by the Principal subsequent to any new policy or procedures adopted by the Principal; and
  - (iv) participate in a continuous education program relevant to the Services.

#### 9.3. Use of Lobbyists

The Agent confirms and represents it has not been advised that any of its officers, employees, agents or sub-contractors have employed, engaged or have otherwise been involved, directly or indirectly, in connection with the Agreement, with a person who is acting as a Lobbyist (as that term is defined in Public Sector Commissioner's Circular 2016 "Circular 2016") unless such person is duly registered as a Lobbyist in terms of Circular 2016 and that person has complied with his or her obligations under Circular 2016 as amended from time to time.

#### 9.4. Awards, Workplace Agreements

The Agent must ensure that the remuneration and terms of employment of all Personnel for the duration of the Agreement are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry.

### 10. ACCESS AND CONFIDENTIALITY

#### 10.1. Access and Records

- (a) The Agent will allow the Principal:
  - (i) reasonable access to inspect any Premises and equipment used or occupied in connection with this Agreement;
  - (ii) reasonable access to all Records, excluding personnel records, in the custody or control of the Agent; and
  - (iii) to examine, audit, copy and use any Records, excluding personnel records, in the custody or control of the Agent.
- (b) The Agent will:
  - (i) keep accurate, complete and current written Records in respect of the Agreement including maintaining adequate audit controls of finances and Services provided to the Principal related to the Agreement;
  - (ii) comply with the directions of the Principal in relation to the keeping of Records whether those directions relate to the period before or after the expiry of the Term;
  - (iii) keep all Records for at least seven (7) years after:
    - a. the expiry of the Term; or
    - b. termination of the Agreement, if the Agreement is terminated before the end of the Term; and
  - (iv) do everything necessary to obtain any third-party consents which are required to enable the Principal to have access to Records under this clause 10.1.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (c) This clause 10.1 survives expiration or termination of the Agreement.

#### 10.2. Agreement Disclosure

The Agent acknowledges that:

- (a) the Agreement; and/or
- (b) information held or compiled by the Principal or the State of Western Australia in relation to the Agreement or the Services supplied under the Agreement,  
  
may be subject to the *Freedom of Information Act 1992*, Parliamentary reporting requirements, other statutory reporting requirements and examination, and/or court orders.

#### 10.3. Use of the Principal's Systems and Database

- (a) The Principal will, subject to availability, permit the Agent to access the Database for the purposes of and to the extent necessary for the Agent to meet its obligations under this Agreement.
- (b) The Principal will require all of the Agent's Personnel, who are to be granted access to the Database, to sign the Confidentiality Undertaking (Schedule G) that will be issued at the time of the Personnel undertaking the mandatory training in the use of the Database or on demand by the Principal.
- (c) The Agent will:
  - (i) ensure all use of the Database is solely and exclusively for the purpose of supplying the Services and in accordance with the Principal's instructions for authorised use;
  - (ii) comply with all data security requirements in respect of access to and use of data relevant to the Agreement, in addition to any statutory obligation relevant to data security;
  - (iii) prohibit and prevent any Employee(s) who has/have not been expressly approved to do so by the Principal from gaining access to the Database or any data relevant to the Agreement;
  - (iv) without limiting clause 10.3(c)(iii), use reasonable endeavours to prevent any unauthorised person from gaining access to the Database or any data relevant to the Agreement;
  - (v) prevent unauthorised and improper use of the Database;
  - (vi) prevent unauthorised and improper use of the software or hardware relating to the CTT and HPT;
  - (vii) notify the Principal immediately and comply with all directions of the Principal if the Agent becomes aware of any contravention of this clause 10.3 or any other of the Principal's data security requirements; and
  - (viii) comply with any security instructions or guidelines issued by the Principal.
- (d) Personnel will not:
  - (i) divulge their authorised user identification to any other Personnel or person; or
  - (ii) while logged into the Principal's Database, allow any other Personnel or person to access the Principal's Database; or



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (iii) leave the Principal's Database unattended while they are logged in; or
  - (iv) use the Principal's Database for a purpose or in a manner contrary to the Principal's instructions for the authorised use of the Database, in accordance with the Personnel Confidentiality Undertaking.
- (e) In the event of any occurrence described herein at clauses 10.3 (c) or (d) or any other use of the Database contrary to the provisions of the Agreement or reasonably deemed inappropriate by the Principal, the Principal will be entitled to:
- (i) immediately suspend the Agent's access to the Database with or without notice, in which case the provisions in clause 19 apply; or
  - (ii) immediately suspend the Agent Personnel's access to the Database with or without notice; and
  - (iii) notify the Agent of the breach by notice in writing.
- (f) The Agent must provide a written response within two (2) Business Days of receipt of the notice referred to in clause 10.3(e)(ii) stating the reasons for such breach.
- (g) In the event of the commission or attempted commission of any theft or fraudulent transaction by Personnel, the Agent must provide all possible assistance to the Principal and/or its nominated Agents or Representatives.
- (h) The provisions of this clause 10.3 are in addition to the Principal's other rights at law.

#### 10.4. Confidentiality

- (a) The Agent will not use or disclose to any person the Principal's Confidential Information including but not limited to Schedule D, except:
- (i) where necessary for the purpose of supplying the Services; or
  - (ii) as authorised in writing by the Principal; or
  - (iii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause 10.4 by the Agent); or
  - (iv) as required by any law, judicial or parliamentary body or government agency; or
  - (v) when required (and only to the extent required) to the Agent's professional advisers, and the Agent must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Agent under this clause 10.4.
- (b) The Agent will provide a secure storage environment for all Confidential Information and institute and maintain an effective form of control of access to ensure that the Confidential Information is only accessible by Personnel authorised to undertake the Services, and occurs exclusively in the context of the provisions of the Services.
- (c) The Agent will restrict access to payment cardholder data by business need to know.
- (d) The Principal will not use or disclose to any person the Agent's Confidential Information, except:
- (i) where necessary for the purpose of receiving the services; or
  - (ii) where authorised in writing by the Agent; or
  - (iii) to the extent that the Confidential Information is public knowledge, other than because of a breach of this clause by the Principal; or



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (iv) as required by any law, judicial or parliamentary body or government agency; or
- (v) when required, and only to the extent required, to the Principal's professional advisers, and the Principal must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Principal under this clause 10.4.
- (e) The operation of this Clause 10.4 will survive the completion, expiry or termination of the Agreement.

#### 10.5. Return of Confidential Information

The Agent will return all Records containing the Principal's Confidential Information immediately:

- (a) at the expiration or termination of the Agreement; or
- (b) as scheduled by the Principal through Business Rules; or
- (c) on demand by the Principal.

#### 10.6. Publicity

- (a) Unless the Principal gives its prior written consent, the Agent will not:
  - (i) use the Agreement or the Principal's name or logo;
  - (ii) use the name or logo of any person specified in the Agreement;
  - (iii) refer to the Agent's association with the State of Western Australia or the Government of Western Australia which results from the Agreement; or
  - (iv) make any statement concerning the Agreement,

in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documents necessary under statutory reporting requirements.
- (b) The Principal may use the Agent's name and logo for reasonable promotional or publicity purposes at the Principal's discretion, but if the Principal uses the Agent's name or logo for such purposes, then the Principal must acknowledge the role of the Agent to the extent that is reasonable in the circumstances.

### 11. AUDITOR GENERAL

- (a) The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of the Agreement.
- (b) The Agent will allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement.

### 12. INTELLECTUAL PROPERTY RIGHTS

#### 12.1. Principal Supplied Property and Intellectual Property Rights

The Principal is acknowledged to be the sole owner of all personal property and all Intellectual Property Rights in all matters, things or processes including hardware, software, logos and information concerning the Principal's Customers supplied by the Principal to the Agent to enable the Agent to supply the Services (Principal Supplied Property).



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### 12.2. Agent Supplied Property and Intellectual Property Rights

The Agent is acknowledged to be the sole owner of all personal property and all Intellectual Property Rights in all matters, things or processes including hardware, software and logos, utilised by the Agent for, or in connection with, the provision of the Services under this Agreement, other than Principal Supplied Property (Agent Supplied Property).

#### 12.3. Intellectual Property Rights in modifications, enhancements, adaptations and developments

Unless otherwise agreed by the parties in writing, the Principal will own all Intellectual Property Rights in any modification, enhancement, adaptation or development of any matter, thing or process utilised by the Agent (other than Agent Supplied Property) for, or in connection with, the provision of the Services under the Agreement, irrespective of whether such modification, enhancement, adaptation or development has arisen because of the provision of the Services to the Principal or otherwise.

#### 12.4. Indemnity – Third Party Intellectual Property Rights

- (a) A Party will indemnify the other Party and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities including legal costs and expenses as a result of any action, suit, claim, demand or proceeding taken or made by a third party (Third Party Claim) alleging that any Agent Supplied Property (with respect to Third Party Claims made against the Principal) or Principal Supplied Property (with respect to Third Party Claims made against the Agent) infringes the Intellectual Property Rights or the Moral Rights of that third party.
- (b) The obligations of the parties under this clause 12.4 are continuing obligations and survive expiration or termination of the Agreement.

### 13. INSURANCE

#### 13.1. Insurance Requirements

- (a) The Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under the Agreement, for the benefit of the Parties named in the Agreement, including but not limited to:
  - (i) public liability insurance covering any legal liability of the Agent and the Agent's Personnel that may arise from the Agreement for an amount of not less than twenty million dollars (\$20,000,000) for any one occurrence and unlimited in the aggregate; and
  - (ii) workers compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than fifty million dollars (\$50 million) for any one occurrence in respect of the Agent's Personnel. The insurance policy must be extended to cover any claims or liability that may arise with respect to an indemnity under section 175(2) of the *Workers Compensation and Injury Management Act 1981*.
- (b) The Principal in specifying the types and levels of insurance coverage in the Agreement, incurs no responsibility or liability for the completeness of its list of insurances, the adequacy of the sum insured, the limit of liability, the scope of coverage, the conditions or exclusions of those insurances nor the manner or extent of the Principal's response to any loss, damage or liability.

#### 13.2. Reputable and Solvent Insurer

Any policy of insurance taken out by the Agent with respect to the Agreement must be taken out with a reputable and solvent insurer acceptable to the Principal which carries on business in Australia and is authorised in Australia to operate as an insurance company.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

### 13.3. Maintenance of Insurance

The Agent will:

- (a) punctually pay all premiums and amounts necessary for effecting and keeping current the insurance required under clause 13.1;
- (b) not vary or cancel any insurance required under clause 13.1 or as otherwise required under the Agreement or allow it to lapse during the Term or otherwise do or allow to be done anything which may vitiate, invalidate, prejudice or render ineffective the insurance or entitle the insurer to refuse a claim; and
- (c) without limiting clause 13.3(b), promptly reinstate any insurance required under clause 13.1 if it lapses or if cover is exhausted or is or becomes ineffectual for any reason.

### 13.4. Evidence of Insurance

The Agent will give to the Principal sufficient evidence of the insurance required under clause 13.1 (including, if requested, a copy of any policy) and provide a certificate of currency of insurance as requested by the Principal at any time.

### 13.5. Failure to Prove Insurance

If the Agent does not comply with clauses 13.1, 13.2, 13.3 and 13.4, then without limiting any other remedy available to the Principal, the Principal may suspend or terminate the Agreement under clause 19.

### 13.6. Incidents and claims

- (a) If either Party becomes aware of any event or incident occurring which gives rise or is likely to give rise to a claim under any insurance required under clause 13.1, it must as soon as reasonably practicable notify the other Party in writing of that event or incident.
- (b) Failure to comply with this clause 13.6 shall not invalidate or otherwise affect the rights of the Principal, or the obligations of the Agent, under clause 14.

### 13.7. Continuing obligation

- (a) The Agent must maintain the insurances required under clause 13.1 throughout the Term.
- (b) The obligations of the Agent under this clause 13 are continuing obligations and survive suspension, expiration or termination of the Agreement for so long as the obligations of the Agent under this clause 13.7 continue.

### 13.8. No Limitation of Other Liabilities

It is exclusively the Agent's responsibility to assess and consider the risks, types, extent and scope of insurance cover to accommodate all potential risks under this Agreement. Nothing in this clause 13, contained or implied, will relieve, release, reduce or limit the Agent's liabilities under the Agreement or restrict the Agent from insuring for sums or risks greater than those required under the Agreement.

## 14. INDEMNITY

- (a) The Agent indemnifies the Principal, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (i) any breach of an obligation under the Agreement by the Agent or any Employee;  
or
  - (ii) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or
  - (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.
- (b) The Agent's liability under the indemnity in clause 14 (a) shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Principal, the State of Western Australia or their respective officers, employees or agents.
- (c) The Principal agrees to use its best endeavours to cooperate with the Agent, at the Agent's cost, in respect of the conduct of any defence, or the agreement of any settlement, of any third-party action, suit, claim, demand or proceeding the subject of the indemnity under clause 14(a).

## 15. PERFORMANCE AND COMPLIANCE MANAGEMENT

### 15.1. Audit and Review

- (a) The Principal will conduct regular auditing, performance review and compliance activities, including, but not limited to:
- (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;
  - (ii) a daily audit of all transaction supporting documentation received and processed by the Agent;
  - (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:
    - (A) the Processing Errors;
    - (B) compliance with the Business Rules;
    - (C) timeliness of transactions;
    - (D) daily receipt by the Principal of transaction supporting documents;
    - (E) Reconciliation of revenue collection against the Department of Transport TRELIS bank account; and
    - (F) the Agent's performance generally.
- (b) The Principal may engage an independent qualified auditor to conduct a quality audit of the Services.
- (c) The Agent must:
- (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this Clause 15.1; and
  - (ii) provide all and any information, including documentation, at the request of the Principal or the Principal's appointed auditor within fifteen (15) days of the request.
- (d) In instances of significant non-compliance, the Principal may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

the period specified in the notice or, if not specified, within seven (7) Business Days from the date of the notice.

- (e) In requesting a written response under 15.1 (d), the Principal in no way limits his capacity under clause 19.
- (f) The Principal shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (g) Notwithstanding the preceding provisions of this Clause 15.1, auditing, performance and compliance reviews will be undertaken at the Principal's sole and absolute discretion.

#### 15.2. Performance and Compliance Review Meetings

- (a) Performance and/or compliance review meetings may be held between the Agent and the Principal as determined by the Principal in consultation with the Agent to discuss performance, compliance and other issues associated with the Services which may be identified through auditing, performance or compliance review, or any other means of performance monitoring undertaken by the Principal.
- (b) Performance and compliance review meetings will be held at a location agreeable to the Parties.
- (c) The following Personnel are required to attend the performance and compliance reviews, as a minimum:
  - (i) the Principal's Representative; and
  - (ii) the Agent's Representative; or
  - (iii) the proxies that may be delegated or sent by the Parties.
- (d) The Principal will, prior to the performance or compliance review meeting, provide the Agent with a written statement setting out all of the matters which the Principal has reviewed pursuant to Clause 15.1 and which the Principal considers are not being carried out by the Agent to the Principal's satisfaction or in accordance with the Agreement.
- (e) The Representatives will attempt to reach agreement as to what action the Agent is required to take to remedy those matters raised pursuant to clause 15.2(d) herein. If agreement is reached, the Parties will produce a statement in writing setting out the agreed remedial action the Agent is required to take and the Agent will comply therewith.

#### 16. DISPUTES

- 16.1. The Parties agree to use reasonable efforts to resolve by negotiation any problem relating to Services that arise between them under the Agreement.
- 16.2. If a problem relating to Services arises, including a breach or an alleged breach, under the Agreement which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at an operational level, the Agent's Representative and the Principal's Representative will then arrange to meet and endeavour in good faith to agree upon a resolution.
- 16.3. Both Parties will continue to perform their obligations under the Agreement while negotiations under clauses 16.1 or 16.2 are exercised.

#### 17. DEFAULT

- 17.1. Notwithstanding any other provisions of this Agreement, if an Event of Default occurs, the Principal will be entitled to:



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (a) suspend payment of all sums due or becoming due to the Agent under the Agreement until such failure is rectified; and
- (b) rectify such failure itself whether by use of the Principal's employees or other agents and the Principal shall be entitled to deduct the cost of such rectification from all sums due to the Agent under the Agreement.

## 18. LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK

- 18.1. The Principal, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement.
- 18.2. The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement.

## 19. SUSPENSION AND TERMINATION

### 19.1. Suspension and Termination

Notwithstanding any other provisions of this Agreement the Principal may at any time after an Event of Default occurs, by notice to the Agent:

- (a) suspend the Agreement, by suspending the Agent's access to the Database, in which case and during which period the Agent shall not be entitled to perform the Services or be remunerated accordingly; or
- (b) terminate the Agreement, either immediately or after the period of suspension referred to in clause 19.1(a).

### 19.2. Ending of Suspension

- (a) The Principal may end the suspension at any time by written notice to the Agent.
- (b) At the end of the suspension, the Agent's access to the Database will be restored and therefore all rights and obligations of the Principal and the Agent under the Agreement recommence.

### 19.3. Consequences of Expiration or Termination

- (a) The expiration or termination of the Agreement does not affect any rights, liabilities or obligations of the Principal or the Agent as a result of anything occurring before the expiration or termination.
- (b) On expiration or termination of the Agreement, the Agent must as soon as practicable:
  - (i) deliver to the Principal all Records as required by the Principal;
  - (ii) cease all access by the Agent and the Agent's Personnel to the Database;
  - (iii) cease to provide the Services;
  - (iv) return all the Principal's Property, including vehicle licence plates and information technology hardware (excluding printers); and
  - (v) in every other respect cooperate with the Principal as reasonably required by the Principal in order to minimise any loss, damage or inconvenience to the Principal resulting from the expiration or termination of the Agreement.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### 19.4. Termination by Mutual Agreement

If the Agreement is terminated by mutual agreement, and on the initiation of the Agent, the Agent agrees to continue to perform the Services for a period agreed by the Agent and the Principal to enable the Principal to establish alternative arrangements for the performance of the Services.

#### 19.5. Limited Liability

Other than where the Principal has repudiated the Agreement or damages are not an appropriate remedy, if the Principal breaches the Agreement, then the remedies of the Agent are limited to damages.

### 20. REPRESENTATIVES OF THE PARTIES

- (a) Any person described in the Agreement as the Principal's Representative or the Agent's Representative may act as the Representative of the respective Party in relation to the Agreement.
- (b) The Representatives of the Parties must:
  - (i) be available at all reasonable times for consultation in connection with any matter arising under the Agreement; and
  - (ii) have the necessary authority to deal with those matters.
- (c) Either Party may at any time, by notice in writing to the other Party:
  - (i) vary or terminate the appointment of its Representative; or
  - (ii) appoint any other person to act as its Representative in relation to the Agreement.

### 21. NOTICE

#### 21.1. Each notice or other communication given under the Agreement:

- (a) must be in writing;
- (b) may be given by either Party's Representative, a person authorised by the Party's Representative, or solicitor of the Principal or the Agent (as applicable);
- (c) must be:
  - (i) hand delivered; or
  - (ii) sent by prepaid post; or
  - (iii) sent by facsimile; or
  - (iv) sent by email;
 to the Representative of the respective Party specified in this Agreement.
- (d) subject to clause 21.1(e), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the fifth Business Day after posting;
  - (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (iv) in the case of email, on the date on which the receiver's email server records that the email was received; and
- (e) if received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

## 22. FORCE MAJEURE

22.1. If a Force Majeure Event causes delay or failure by the Agent to perform any or all its obligations under this agreement:

- (a) neither party is liable for such delay or failure; and
- (b) the Agent's obligations under this agreement directly affected by the Force Majeure Event are suspended until the Force Majeure Event ceases or ceases to affect the Agent's obligation(s) under this agreement, whichever is earlier.

22.2. Where the Agent claims a Force Majeure Event has occurred which makes it unable to perform any obligation or condition required by this Agreement, the Agent must notify the Principal in writing as soon as possible giving full particulars of the Force Majeure Event including:

- (a) the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and
- (b) the means proposed to be adopted to remedy or abate the Force Majeure Event.

22.3. The Agent is required to:

- (a) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
- (b) resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;
- (c) notify the Principal in writing when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and
- (d) notify the Principal in writing when resumption of performance occurs.

22.4. If a delay or failure under this clause exceeds 60 days, the Principal may immediately terminate this agreement by written notice to the Agent. In such circumstances, the Principal will be liable to the Agent only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed until the commencement of the Force Majeure Event.

22.5. without limiting the effect of clause 22.4, the Principal will not be liable to compensate the Agent for loss of potential profits or other consequential loss incurred and/or claimed by the Agent arising from termination by the Principal pursuant to clause 22.4.

## 23. MISCELLANEOUS

23.1. Consent

Whenever the consent of the Principal is required under the Agreement:

- (a) that consent may be given or withheld by the Principal in the Principal's absolute discretion and may be given subject to such conditions as the Principal may determine;
- (b) the Principal is not required to provide a reason or reasons for giving or refusing its consent; and



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (c) the Agent agrees that any failure by it to comply with or perform a condition imposed under clause 23.1(a) shall constitute a breach of a term of this Agreement.

#### 23.2. No Dealing or Subcontracting

The Agent must not:

- (a) sell, transfer, assign, novate, mortgage, charge or otherwise dispose of or deal with any of its rights or obligations under the Agreement; or
- (b) subcontract any of its rights or obligations under the Agreement.

#### 23.3. Further Assurance

The Principal and the Agent must do everything reasonably necessary, including signing further documents if appropriate, to give full effect to the Agreement.

#### 23.4. Relationships – No Partnership

- (a) The Agent is an independent Contractor, and nothing in the Agreement may be construed to make the Agent a partner, representative, employee or joint venturer of the Principal.
- (b) The Agent must not represent that the Agent or any of its Personnel are the employees, partners or joint venturers of the Principal.
- (c) The Principal shall have no responsibility to the Agent or Agent's Personnel in respect of remuneration for annual leave, sick leave, long service leave, public holidays, redundancy payments, superannuation contributions or any other benefits for Personnel providing the Services.

#### 23.5. Rights and Remedies

The rights, powers and remedies in the Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

#### 23.6. Right of Set Off

The Principal may set off or deduct any amount claimed by the Principal, including any amount claimed under the indemnity in clause 14, from any amount owing by the Principal to the Agent on any account under the Agreement.

#### 23.7. Entire Agreement

The Agreement supersedes all prior negotiations, understandings and agreements between the Principal and the Agent relating to the matters covered by the Agreement and constitutes the full and complete agreement between the Principal and the Agent relating to the matters covered by the Agreement.

#### 23.8. Variations

- (a) Subject to clause 23.8(b) below, the Agreement may only be varied in writing by mutual agreement of the Parties.
- (b) The Schedules B, C, E, F, G and M may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation to Schedule in the format in Schedule K.

#### 23.9. Waiver

- (a) Any waiver by the Principal or the Agent must be in writing and signed by the Party waiving the right.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (b) Any waiver by the Principal or the Agent does not affect its rights in respect of any other breach of the Agreement by another party.
- (c) Subject to clause 23.9(a), any failure by the Principal or the Agent to enforce any right under the Agreement must not be construed as a waiver of their respective rights under the Agreement.

23.10. Costs

- (a) Unless otherwise stated, the Agent must comply with all obligations of the Agent at the Agent's cost.
- (b) Unless otherwise stated, the Principal must comply with all obligations of the Principal at the Principal's cost.
- (c) The Principal and the Agent must pay their own costs including legal and other costs in connection with the preparation, negotiation, and signing of the Agreement.

23.11. Governing Law

The Agreement is governed by the laws of the State of Western Australia. The Principal and the Agent irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

23.12. Government Policy

If any obligations relating to State government procurement policies are specified in the Agreement, then those obligations form part of the Agreement and the Agent must comply with them.

23.13. Authority to complete blanks etc.

The Principal may date the Agreement and complete any blanks left by the Agent, provided that the obligations of the Agent are not thereby materially increased.

23.14. Severability

Each clause and sub-clause of the Agreement is severable from each other clause or sub-clause, and the invalidity or unenforceability of any clause or sub-clause will not prejudice or affect the validity or enforceability of any other clause or sub-clause.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### 24. EXECUTION

Executed as an Agreement on the date written at the beginning of this document:

THE CEO, DEPARTMENT OF TRANSPORT, (ABN 27 285 643 255) PURSUANT TO THE POWERS OF THE CEO UNDER SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

_____ Name of Delegate (please print)	_____ Name of Witness (please print)
_____ Signature of Delegate	_____ Signature of Witness

#### EXAMPLE EXECUTION CLAUSE ONLY AMEND TO SUIT LEGAL ENTITY

Executed by ABC Pty Ltd (ACN / ABN) in accordance with section 127 of the Corporations Act 2001 (Cth) (the Agent)

_____ Name of Authorised Representative (please print)	_____ Name of Witness (please print)
_____ Signature of Authorised Representative	_____ Signature of Witness
_____ Date	_____ Date



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

## SCHEDULE A: SERVICE SPECIFICATION

### 1. DEFINITIONS

In this service specification, the following definitions apply:

**Online** means the telecommunications link and associated computer hardware and software that enables the Agent to access the Principal's Database and process licensing transactions directly onto the Database.

**Processing Errors** means the errors which occur in the course of performing the Services, including but not limited to, errors in:

- (a) information entered onto the Database;
- (b) providing receipts;
- (c) providing the correct Vehicle Number Plate;
- (d) payment processing accuracy, including as to amounts levied and records made; and
- (e) customer identification verification and management.

**Transport Service Centre** means any of the Department's regional and metropolitan locations which are responsible for provision of auditing and support for their designated Agents.

### 2. SCOPE OF SERVICES

The Agent will undertake Road Law licensing functions of the Principal by processing licensing transactions Online for the Principal's Customers.

### 3. TRANSACTION PROCESSING REQUIREMENTS

- (a) The Agent will perform the following functions as part of the Service:
  - (i) perform all of the Services listed under 'Transaction Type' in the Schedule of Commission Rates at Schedule B to this Agreement;
  - (ii) create and update records for the Principal's Customers on the Database as required;
  - (iii) collect the Principal's revenue;
  - (iv) produce receipts for every payment accepted by the Agent;
  - (v) provide assistance to the Principal's Customers to facilitate transactions; and
  - (vi) perform any other necessary and reasonable activities required to undertake the Services.
- (a) The Agent will accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions, being cash, EFTPOS, credit cards (except Diners Club and American Express), debit cards, cheque and money order.

### 4. DIRECT DEBIT

[A banking arrangement will be selected as appropriate to the Agent.]

The Agent will:

- (a) use its own EFTPOS terminal and funds will be banked directly into the Agent's nominated bank account.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (b) bank on a daily basis revenue collected (cash/cheques/money orders) into the Agent's nominated bank account.
- (c) prior to the commencement of Service, provide the Principal with a Direct Debit Request and the Principal will debit the Agent's bank account two (2) Business Days after collection to the value of transactions processed on the Database. The Agent will ensure that sufficient funds are available at the time of the direct debit.
- (d) comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

OR

#### 4. DIRECT DEPOSIT

- (a) The Principal will provide to the Agent a Department EFTPOS terminal and the relevant bank deposit book to facilitate transaction processing.
- (b) The Agent will deposit monies collected into the Principal's nominated bank on a daily basis either using a Department of Transport Commonwealth Bank deposit book or an Australia Post Agency deposit book.
- (c) The daily deposited amount in clause 4(b) will be that which is collected by the Agent according to the relevant transaction and payment summary generated by the Database.
- (d) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

#### 5. PHYSICAL STOCK REQUIREMENTS

The Agent will:

- (a) issue to the customer the Physical Stock that meets the information, process, policy and legislative requirements of specific customer transactions;
- (b) implement inventory controls and ordering processes to ensure sufficient stocks of all categories of Physical Stock are maintained to fulfil the Agent's requirements to the Principal's satisfaction; and
- (c) ensure and account for the physical security of Physical Stock.

#### 6. FINANCIAL RECONCILIATION AND REPORTING REQUIREMENTS

The Agent must:

- (a) balance remittance collections daily;
- (b) reconcile licensing transactions on the Database no later than 5.30 pm on the day of the transaction, or as otherwise directed by the Principal;
- (c) produce daily transaction audit reports;
- (d) record the corresponding vehicle licence number or driver's licence number, where payment is made by cheque, on the cheque;
- (e) dispatch transaction supporting documentation and daily transaction audit reports to the Agent's designated Transport Service Centre, on a daily basis; and
- (f) maintain a full audit trail to ensure that all transactions processed are easily traceable and identifiable.

#### 7. TIMELINESS OF SERVICE

- (a) The Agent must:



DOTXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (i) process all in-person monetary and non-monetary transactions onto the Database at the point of transaction;
  - (i) process all monetary and non-monetary transactions, required by documentation and other information received in the mail, onto the Database no later than the next Business Day; and
  - (ii) forward all required documentation and receipts as scheduled by the Principal to the designated Transport Service Centre or as directed by the Principal.
- (b) In the event of the Agent's computer equipment failing or non-availability of the telecommunication link with the Database, the Agent must:
  - (i) manually process all transactions and receipts as instructed by the Principal; and
  - (ii) dispatch all documentation for manually processed transactions to the Agent's designated Transport Service Centre for re-processing onto the Database daily; or
  - (iii) if unable to process transactions manually, the Principal shall provide written instruction to the Agent who will then provide advice to the Principal's Customers of the nearest available Transport Service Centre or alternate Agent of the Principal and any other specified information as required to minimise inconvenience to the Principal's Customers.
- (c) For the purposes of clause 7(b) in this Schedule A, non-availability of the telecommunication link, unless such non-availability was occasioned by the Agent, will not prejudice the Principal's assessment of timeliness.
- (d) In the event any transaction cannot be processed on the day it is received, the Agent must immediately notify the Principal.

#### 8. QUALITY OF SERVICE

In addition to the provisions of clause 3.2 of this Agreement, the Agent must:

- (a) perform all transactions in accordance with the Business Rules; and
- (b) perform the Services while adhering to the Performance Measures set by the Principal in a manner that will not cause increased costs, delay or undue impact to the Principal or the Principal's Customers.

#### 9. AUDITING BY TRANSPORT SERVICE CENTRES

The Principal may alter the designated Transport Service Centre for an Agent or specify an alternate location by notice to the Agent of no less than ten (10) Business Days.

#### 10. PRACTICAL DRIVING ASSESSMENTS

- (a) The Agent agrees to provide a meeting point for the provision of practical driving assessments by the Principal's staff or contractors and agrees to the Agents staff conducting a proof of identity verification (POI) upon the arrival of applicants for a Practical Driving Assessment (PDA).
- (b) The Principal's staff as a part of the proof of identity process are to endorse the PDA scoresheet that the applicants POI has been verified prior to the PDA taking place. The PDA scoresheet is to be endorsed 'POI sighted' and the signature of the Principals' staff member sighting the documents is also to be made on the scoresheet.
- (c) The meeting point may be the Agent's Premise, or a point agreed by the Parties.
- (d) The provision of a meeting point may include:
  - (i) A driving assessor parking on the Premises;



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (ii) The Principal's clients, who will undergo a driving assessment, parking on the Agent's Premises; and
- (iii) Minimal use of the Agent's office facilities.
- (e) The Agent agrees to use the Practical Driving Assessment booking system as contained within the Principal's Database.

**11. HAZARD PERCEPTION TEST (HPT) AND COMPUTER THEORY TEST (CTT)**

The Agent agrees to make available a suitable area for computer testing that provides the following:

- (a) visibility to staff to deter cheating and is situated away from main public areas to allow protection from distractions; or
- (b) other appropriate arrangement as agreed by the Principal.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

**SCHEDULE B: SCHEDULE OF COMMISSION RATES**  
**EFFECTIVE 1 JULY 2021**

This Schedule of Commission Rates applies to processed licensing transactions involving cash receipts and input of data for non-cash information.

**Commission Payment Categories and Rates**

**Scale of Fees for On-line Processing - Monetary Transactions:**

Category	Average Transaction Time	Commission
Category 1	0 – 3.5 minutes	\$11.45
Category 2	3.6 – 5.5 minutes	\$14.63
Category 3	5.6 – 8.5 minutes	\$18.61
Category 4	8.6 – 10.5 minutes	\$22.58
Category 5	10.6 – 14.5 minutes	\$27.35
Category 6	14.6 – 20.5 minutes	\$35.30
Category 7	20.6 – 29.5 minutes	\$51.21
Category 8	29.6 – 35.5 minutes	\$59.16

**Scale of Fees for On-line Processing - Non-Monetary Transactions:**

Category	Average Transaction Time	Commission
Category – updates		\$5.40
Category 9	0 – 3.5 minutes	\$8.79
Category 10	3.6 – 5.5 minutes	\$11.97
Category 11	5.6 – 8.5 minutes	\$15.94
Category 12	8.6 – 10.5 minutes	\$19.92
Category 13	10.6 – 14.5 minutes	\$24.69
Category 14	14.6 – 20.5 minutes	\$32.64
Category 15	20.6 – 29.5 minutes	\$48.54
Category 16	29.6 – 35.5 minutes	\$56.49



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

### Commission Payment Rates for Individual Licensing Transactions

#### Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
<b>Vehicle Renewals</b>				
Straight Renewal	2	M	1	\$11.45
Renewal - with concession update/refund	3	M	1	\$11.45
Renewal - with change of address	2.5	M	1	\$11.45
Renewal - with change of name	2.5	M	1	\$11.45
Renewal - with inspection form (details to be checked)	3	M	1	\$11.45
Renewal - with change of plate	3	M	1	\$11.45
Renewal - to uniform date	2	M	1	\$11.45
Renewal - with transfer infringement	2.5	M	1	\$11.45
Renewal - with plate infringement	2.5	M	1	\$11.45
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	\$11.45
Renewal - with multiple updates	3	M	1	\$11.45
Heavy vehicles - renewal	2	M	1	\$11.45
Heavy vehicles - change of nominated use	2	M	1	\$11.45
Heavy vehicles - change of concession	2	M	1	\$11.45
Heavy vehicles - fixed nominated use advice	2	NM	update	\$5.40
Duplicate copy of licence papers	2	M	1	\$11.45
Renewal and change of address with no payment	1.75	NM	9	\$8.79
<b>Change of Plates</b>				
Straight change of plate	2	M	1	\$11.45
Lost or stolen plate change (statutory declaration)	2	M	1	\$11.45
Retained plate (to be issued at a later date)	2	M	1	\$11.45
Change plate for original issue of personalised, special series or remake	2	M	1	\$11.45
<b>Variation to Vehicle Details</b>				
Change of colour, model, engine number (no fee adjustment)	2	NM	9	\$8.79
Change of insurance class (fee adjustment - up or down)	2	M or NM	1 or 9	\$11.45 or \$8.79
Change of horse power or tare (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$11.45 or \$8.79
Change of fee type (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$11.45 or \$8.79
Change in nominated use (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$11.45 or \$8.79
<b>Vehicle Updates</b>				
Add condition	2	NM	9	\$8.79
Delete condition	2	NM	9	\$8.79
Add concession	2	NM	9	\$8.79
Delete concession	2	NM	9	\$8.79
<b>New Registration</b>				
Basic new registration	5	M	2	\$14.63
New registration with concession/condition update	5	M	2	\$14.63
New registration for heavy vehicle	6	M	3	\$18.61
<b>Plate Receipts</b>				
Eastern State plate return	2	NM	9	\$8.79
Western Australian plate return - no refund	2	NM	9	\$8.79
Western Australian plate return - refund	2.5	NM	9	\$8.79
Plate infringements	2	NM	9	\$8.79
<b>Transfers</b>				



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
Transfer details update (multi notification)	0.75	NM	update	\$5.40
Transfer update and payment	2.5	M	1	\$11.45
Transfer update, transfer payment and adjustment payment	3	M	1	\$11.45
Transfer update, transfer, adjustment and renewal payment	4	M	2	\$14.63
Transfer update, transfer, payment and infringement payment	3	M	1	\$11.45
Transfer update, concession update and transfer payment	2.5	M	1	\$11.45
Transfer update, transfer and renewal payment	3	M	1	\$11.45
Deceased estate transfer update and payment	2.5	M	1	\$11.45
Divorce settlement transfer update and payment	2.5	M	1	\$11.45
First and Final demand letter payment	1.5	M	1	\$11.45
Transfer infringement payment	1.5	M	1	\$11.45
Eastern States Registration	5	NM	11	\$15.94
<b>Dealer Acquisitions</b>				
One to five in one transaction	2	M	1	\$11.45
<b>Adjustment Payment</b>				
System generated notification	2	M	1	\$11.45
Created by update or variation plus update time	2	M	1	\$11.45
<b>Driver Renewal</b>				
Renewal with photograph	2	M	1	\$11.45
Renewal without photograph (data card still requires photographing)	2	M	1	\$11.45
Renewal with concession application	2	M	1	\$11.45
Renewal with concession deleted	2.5	M	1	\$11.45
Renewal with change of address	2.5	M	1	\$11.45
Change of name or date of birth	2.5	M	1	\$11.45
Renewal without payment	1.5	NM	9	\$8.79
Renewal and change of address without payment	2	NM	9	\$8.79
Duplicate copy of licence	2	M	1	\$11.45
Certified copy of licence	2	NM	9	\$8.79
<b>Change of Address (multi advice)</b>				
Motor driver licence	0.5	NM	update	\$5.40
Motor vehicle registration	0.5	NM	update	\$5.40
<b>Plate Applications</b>				
Personalised plates	2	M	1	\$11.45
Sporting plates	2.5	M	1	\$11.45
Local Authority plates	2.5	M	1	\$11.45
Special Series plates	2.5	M	1	\$11.45
Plate change	2.5	M	1	\$11.45
Plate receipt – manual	2.5	NM	9	\$8.76
District Plate Conversion	2.5	M	1	\$11.45
Plate Remake Applications	2	M	1	\$11.45
<b>Special Plate Transfers</b>				
2	M	1	\$11.45	
<b>Temporary Permits</b>				
3	M	1	\$11.45	
<b>Suspense Receipts</b>				
2	M	1	\$11.45	
<b>Vehicle Modification Permit</b>				
2	M	1	\$11.45	
<b>Dishonoured cheque payments</b>				
2	M	1	\$11.45	
<b>Original Driver Licence</b>				



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
New application and application fee payment	5	M	2	\$14.63
Issue of Learners Permit	1.5	M	1	\$11.45
Update to practical driving assessment incorporating booking the practical driving assessment and provision of meeting point for driving assessment	14	NM	13	\$24.69
Practical test update and renewal or duplicate	2	M	1	\$11.45
Transfer application, application fee and renewal payment	6	M	3	\$18.61
Additional class updates and application fee payment	4	M	2	\$14.63
Additional class learner permit	1.5	NM	9	\$8.79
Extra practical test payment	2	M	1	\$11.45
Extraordinary licence - original application	7	M	3	\$18.61
Extraordinary licence - renewal	2	M	1	\$11.45
Reissue of lapsed licence and payment of renewal	4	M	2	\$14.63
Issue of Medical Assessment	3	NM	9	\$8.79
Conducting Computerised Theory Test (CTT) - General	15	M	MDL	\$27.87
Conducting Computerised Theory Test (CTT) - Heavy	15	M	MDL	\$27.87
Conducting Computerised Theory Test (CTT) - Rider	15	M	MDL	\$27.87
Conducting Hazard Perception Test (HPT)	17	M	6	\$35.30
Verify Log Book details and update Licence record	5	NM	10	\$11.97
Issue replacement Log Book	3	NM	9	\$8.79
Service of Demerit Point Suspension	5	NM	10	\$11.97
Processing of good behaviour period elections	5	NM	10	\$11.97
Service of breach notices for good behaviour period	5	NM	10	\$11.97
Create DOTDirect Account	5	NM	10	\$11.97



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### SCHEDULE C: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES

##### 1. PRINCIPAL'S REPRESENTATIVE

- (a) The Principal's Representatives are:
  - (i) Director Commercial Management; or
  - (ii) Manager Statutory Agency Agreements; or
  - (iii) the person/s who for the time being, for all intents and purposes, occupies those offices; or
  - (iv) the person acting in the office that substitutes for any of the above-described offices; or
  - (v) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:  
Manager, Statutory Agency Agreements,  
Commercial Management  
Department of Transport  
GPO Box R1290  
Perth WA 6844  
Telephone: 08 6551 6378  
Facsimile: 08 6551 7022  
Email: SAA@transport.wa.gov.au

##### 2. AGENT'S REPRESENTATIVES

- (a) The Agent's Representatives are:
  - (i) (Insert name as indicated in Application.)
  - (ii) or the person/s who for the time being, for all intents and purposes, occupy those offices.
- (b) The Agent's address for notices is the Agent's postal box address or, where the Agent does not maintain a postal box, the Agent's street address.

##### 3. PERSONNEL AUTHORISED TO ISSUE NOTICES

The Principal and Agent's respective Representatives listed at clauses 1 and 2 of this Schedule C are authorised to issue notices under the Agreement.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### SCHEDULE D: CONFIDENTIAL INFORMATION

##### 1. PRINCIPAL'S CONFIDENTIAL INFORMATION

Subject to any change(s) effected by notice in writing from the Principal to the Agent, the Principal's Confidential Information includes:

- (a) all information provided to the Agent from and relating to the Database or which can be accessed or extracted from the Database or other similar system, including information relating to the Principal's Customers or data provided to the Agent for the purposes of supplying the Services under this Agreement;
- (b) any other data or information which is provided to the Agent by the Principal or by the Principal's Customers or potential customers in the course of performing this Agreement;
- (c) any internal Department of Transport (Transport) information (including Departmental procedures, policies and instructions or similar documents or material) that the Agent may have, or has come to have, access to in the course of performing this Agreement;
- (d) computer programs, information about the Principal's Customers or potential customers or details of the Principal's methods of operation;
- (e) information comprised in, or relating to, any Intellectual Property of the Principal;
- (f) information relating to the internal management or structure of the Principal, or the personnel, policies and strategies of the Principal;
- (g) information of the Principal that has actual, or potential, commercial value to the Principal or to any person or corporation which has supplied that information;
- (h) information relating to the policies, strategies, practices and procedures of the Government of Western Australia or any information in the Agent's possession arising out of this Agreement relating to the Western Australian Public Service;
- (i) information in the Agent's possession relating to the Principal's suppliers, or like information;
- (j) information relating to the financial position or reputation of the Principal and/or the Department including information relating to assets and liabilities; and
- (k) information which is commercially sensitive or personal.

##### (a) Confidentiality Undertaking

The Agent's Personnel shall be required to sign a Confidentiality Undertaking. These Confidentiality Undertaking must be executed by the Agent's Personnel and returned to the Principal before the Principal will disclose Confidential Information to the Agent's Personnel.

##### 2. AGENT'S CONFIDENTIAL INFORMATION

Subject to any change(s) effected by notice in writing from the Agent to the Principal, the Agent's Confidential Information includes:

- (a) information relating to the financial position or reputation of the Agent including information relating to banking details and assets and liabilities.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### SCHEDULE E: BUSINESS RULES

##### 1. BUSINESS RULES APPLICABLE TO THIS AGREEMENT

The Agent must observe, perform and comply with Business Rules including, but not limited to:

- (a) Licensing Information documents issued by the Principal;
- (b) Administration Instructions issued by the Principal;
- (c) Reasonable directives or advices issued via writing by the Principal;
- (d) Financial Business Rules issued by the Principal. Financial Business Rules includes the procedure for dealing with situations when the Principal's customers payment method does not result in a payment being made; and
- (e) Other policies and procedures issued by the Principal.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### SCHEDULE F: EQUIPMENT MAINTENANCE

This Equipment Maintenance Schedule is the procedure for Agents to follow in the event Department of Transport supplied information technology hardware requires repairs or replacement.

Step	Process
Repair or Replacement Issue	<p>Agent's Personnel are to contact Transport's Business and Systems Support only.</p> <p>Please do not contact the Business Information Systems (BIS) Helpdesk directly.</p> <p>1800 354 928 BSS@transport.wa.gov.au</p>
Job/Incident Logged	<p>Agent's Personnel must provide details of the faulty equipment including the asset identification number and details of the problem. Business and Systems Support will log the incident with BIS Helpdesk.</p> <p><b>**Please Note**</b> When logging an issue, the Agent will be provided a <u>job/incident number which will need to be reference for any subsequent enquiries</u>. Always record this number.</p>
Courier	<p>Transport's Business and Systems Support or BIS Helpdesk will instruct Agent's Personnel to courier the equipment if it needs to be returned for repair/replacement.</p>
Courier details	<p>The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 33 66. Quote account number XV1437.</p> <p>The cost of the courier will be charged to the Department of Transport.</p> <p>Courier to: Department of Transport BIS, Level 3, 2 Tassel Place Innaloo WA 6018.</p> <p>The above instructions are correct unless otherwise advised by the Principal from time to time.</p>
Repair and/or Replacement	<p>The Department of Transport will organise the repair and/or replacement of the equipment item.</p>
Return Courier	<p>BIS Helpdesk will arrange for the equipment item to be returned by courier to the Agent.</p>
Follow Up	<p>If the Service Staff require any follow-up assistance, Transport's Business and Systems Support can be contacted for further instruction. Please quote the job/incident number.</p>
Escalation	<p>If the Agent site experiences any delay or has any unresolved issues, an email should be sent to BSS@transport.wa.gov.au with all details, including the job/incident number. Attention to: Manager Business and Systems Support.</p>



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

### SCHEDULE G: AGENT'S EMPLOYEE CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY UNDERTAKING
ACCESS TO INFORMATION HELD BY THE DEPARTMENT OF TRANSPORT PURSUANT TO THE ROAD LAWS AND OTHER LEGISLATION

#### 1. EMPLOYEE PARTICULARS

Name			
Address			
Contact			
Phone		Email	
Employer	[Insert Name of LGA/Business/Company including the ACN or ABN number]		

#### 2. BACKGROUND

- A. The Department is responsible for the administration of the road laws (including the *Road Traffic (Administration) Act 2008*, *Road Traffic (Authorisation to Drive) Act 2008* and the *Road Traffic (Vehicles) Act 2012* and other legislation. Further, the Department undertakes functions under other legislation including the *Western Australian Marine Act 1982*, the *Western Australian Photo Card Act 2014* and the *Motor Vehicles Drivers Instructors Act 1963*.
- B. The Employer has agreed to undertake functions, roles and/or responsibilities of the Department.
- C. In order to be able to carry out the Services and other work for the Employer on behalf of the Department, the Employee will require access to the System(s) and/or Confidential Information, and the Department has agreed to allow access to the System(s) and/or Confidential Information to the Employee on the strict understanding that the Systems and Confidential Information are provided solely to enable the Employer to carry out the Services.
- D. This undertaking must be read, understood and signed by the Employee and returned to the Department before the Employee commences the Services and before the Department will allow access to the System(s) and/or Confidential Information.

#### 3. DEFINITIONS AND INTERPRETATION

In this undertaking:

**Confidential Information** means all information, except Excepted Information, disclosed by the Department or the Department's Customers, directly or indirectly, to the Employer or Employee in any form in connection with the provision of the Services and includes, but is not limited to:

- a) information regarding personal details of the Department's Customers including, but not limited to, driver's licence number, name, date of birth, address and all other contact details of the Department's Customers;
- b) details of any vehicles associated with the Department's Customers, including the ownership details, number plates, Vehicle Identification Numbers and other identifying features of the vehicle;
- c) any information which pertains to the Department's functions or responsibilities, or conduct of the Department's business, which is not public knowledge, or which is not publicly available;
- d) information regarding business or system processes that the Employee has obtained, or which may be provided by the Department, whether directly or indirectly;



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- e) information relating to the internal management and structure of the Department, or the personnel, policies and strategies of the Department;
- f) policies, strategies, practices and procedures of the Department and any sensitive information which the Employee may come to obtain or have access to relating to the Western Australian Public Service;
- g) information which is commercially sensitive information or personal information.

**Department** means the Chief Executive Officer of the Department of Transport, and the State of Western Australia acting through the Department of Transport.

**Department's Customers** means those persons who use the Services supplied by the Employer under the agreement made between the Department and the Employer.

**Employee** means a person who supplies Services under the agreement made between the Department and the Employer, howsoever they are engaged by the Employer as identified in the Employee Particulars at the beginning of this Confidentiality Undertaking.

**Excepted Information** means information which:

- a) is available or becomes available in the public domain other than by breach of this Undertaking;
- b) is known to the Employee before receiving it from the Department and is not otherwise subject of this Undertaking; or
- c) is required to be disclosed for the purposes of litigation or under an applicable law or applicable requirement of a government agency.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or otherwise.

**Services** means the services to be provided by the Employer to the Department, as outlined in the agreement, contract or deed between the Employer and the Department.

**Systems** means systems, databases or interfaces operated or kept by the Department or operated by the Department on behalf of another government department, including, but not limited to, the Transport Executive Licensing Information System (TRELIS), T-One, iAssess, Dealer On-Line System, Vehicle Inspection System (VIS) and Licence Assessment Provider System (LAPS).

#### 4. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

In consideration of being provided with or given access to the Confidential Information, the Employee undertakes and agrees to be subject to the following obligations:

##### 4.1. Use of Confidential Information

I acknowledge and understand that I will be provided with and/or given access to Confidential Information, and I undertake and agree to:

- (a) keep the Confidential Information secret and confidential;
- (b) use the Confidential Information solely for supplying the Services and for no other purpose;
- (c) not divulge or communicate the Confidential Information to any other person who is not authorised to receive such Confidential Information;
- (d) not reproduce the Confidential Information by any process, electronic or otherwise;
- (e) not allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;
- (f) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:
  - (i) keeping the Confidential Information within my possession confidential;
  - (ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
- (iv) protecting the Confidential Information from unauthorised access, disclosure or use;
- (g) immediately notify the Employer and the Department if I become aware of unauthorised access, disclosure or use of the Confidential Information;
- (h) upon request from the Department, cease to access and use Confidential Information, and return all Confidential Information in my possession to the Department.

#### 4.2. Use of Systems

I acknowledge and understand that I may be provided with and/or given access to Systems, and, if I am given access to such System(s), I undertake and agree to:

- (a) protect and not disclose any password, user ID or other login information to any System;
- (b) not allow another person to access or use the System under my login or leave the System unattended whilst logged in; and
- (c) only access the Systems to undertake the Services, in accordance with the agreement between the Employer and the Department, and in accordance with the Department's policy and procedures for authorised use.

I acknowledge that the Systems may be monitored and audited by the Department.

#### 4.3. Acknowledgments

I acknowledge and agree that:

- (a) the Confidential Information provided by the Department is secret and confidential;
- (b) the Confidential Information and Systems are the property of the Department; and
- (c) disclosure of the Confidential Information in breach of this undertaking may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the Department.

### 5. CRIMINAL CODE, ROAD TRAFFIC ACT AND OTHER LEGISLATIVE OBLIGATIONS

The Employee should be aware that there are serious consequences for unauthorised use of the Systems and unauthorised use or disclosure of the Confidential Information.

In particular, the Employee acknowledges and agrees that:

- (a) as a 'government contractor' (as defined in section 81 of the *Criminal Code*), the Employee must not make an 'unauthorised disclosure' of Confidential Information. If the Employee does make an unauthorised disclosure, the Employee may be personally guilty of a crime under section 81(2) of the *Criminal Code*, which carries a maximum penalty of imprisonment for three (3) years.
- (b) the Employee must not use any System (being a 'restricted access computer system' as defined in section 440A(1) of the *Criminal Code*) when not properly authorised, or otherwise than in accordance with their authorisation to use that System. If the Employee unlawfully uses a System, the Employee may be personally guilty of a crime under section 440A of the *Criminal Code*, which carries a maximum penalty of imprisonment of ten (10) years.
- (c) the Employee must not, directly or indirectly, record, disclose or make use of Confidential Information which had been obtained under the road laws, except in accordance with section 143A of the *Road Traffic (Administration) Act 2008*. If the Employee records, discloses or uses such information other than in accordance with section 143A, the Employee may be personally guilty of a crime which carries a maximum penalty of imprisonment for 12 months.



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

- (d) the Employee is a 'government organization employee' (as defined in section 3 of the *State Records Act 2000*) and may be subject to criminal offences which carry a maximum penalty of a \$10,000 fine under section 78 (1) to (5) of the *State Records Act 2000*.

I, the undersigned, confirm that I have read this document and agree to its contents. I acknowledge that the Confidential Information is confidential and may only be read, accessed or used by me for a purpose authorised and in accordance with this undertaking. I understand that there may be serious consequences including prosecution, if I fail to adhere to the relevant legislation.

Signed on the.....day of.....20.....

.....(Employee)

Signature

.....

Full Name and Job Title

in the presence of:

Signature of witness: .....

Full name of witness .....

Date: .....

(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### SCHEDULE H: PERFORMANCE MEASURES

No.	Performance Measure	Qualitative Matrix
1	Less than 5% Error Rate	<p>Measured on a monthly basis across all licensing transactions.</p> <p>A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Service Centre (TSC) office for audit.</p> <p>All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within two business days of processing to assist with the audit process.</p> <p>The TSC will audit all the licensing transactions and notify the Agent in writing of the errors.</p> <p>The Principal will notify the Agent of the allocated TSC for the site.</p> <p>If the Error Rate exceeds 5% the Agent's and Principal's representatives will agree on an appropriate course of action to reduce the errors, notwithstanding the action available to the Principal under clause 19.1 (b) of the Agreement.</p>
2	Correction of identified errors	<p>Errors identified through an audit are corrected and returned to the allocated TSC within seven (7) Business Days of notification by the Principal.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) Business Days of the date of this notice, or otherwise within the period specified in the notice.</p>
4	Zero breach of TRELIS data security.	<p>Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the:</p> <ol style="list-style-type: none"> <li>1. SAA@transport.wa.gov.au; or</li> <li>2. Manager Statutory Agency Agreements Department of Transport GPO R1290 Perth WA 6844</li> </ol>
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Director Commercial Management.</p>
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p> <ol style="list-style-type: none"> <li>1. Manager Statutory Agency Agreements</li> <li>2. Director Commercial Management</li> </ol> <p>The Director Commercial Management is the final escalation level.</p>



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### SCHEDULE I: LOCATION OF PREMISES FOR SERVICE PROVISION

The Agent shall provide the Services under the Agreement from the following Premises:

Town of [Town Name]

Address			
Contact		Email	
Phone		Fax	
Mobile			



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### SCHEDULE J: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS)

**OVERVIEW** – The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally.

PCI DSS provides a baseline of technical and operational requirements designed to protect account data. PCI DSS applies to *all* entities involved in payment card processing — including merchants, processors, acquirers, issuers, and service providers. PCI DSS also applies to *all* other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD).

More detailed information is available at the Payment Card Industry Security Standards Council's website at: <https://www.pcisecuritystandards.org/merchants/index.php>

##### PCI DSS Objectives and Requirements

Objective	Requirement No.	Requirements
Build and Maintain a Secure Network and Systems	1	Install and maintain a firewall configuration to protect cardholder data
	2	Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	3	Protect stored cardholder data
	4	Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5	Protect all systems against malware and regularly update anti-virus software or programs
	6	Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7	Restrict access to cardholder data by business need to know
	8	Identify and authenticate access to system components
	9	Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10	Track and monitor all access to network resources and cardholder data
	11	Regularly test security systems and processes
Maintain an Information Security Policy	12	Maintain a policy that addresses information security for all personnel



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

**SCHEDULE K: NOTICE OF VARIATION TO SCHEDULE FORM**

**NOTICE OF VARIATION TO SCHEDULE**

Agreement No.: [Insert number]

Title: Provision of Licensing Services in [Insert Location] in Terms of Section 11 of the Road Traffic (Administration) Act 2008

Schedule: [Schedule X – Title of Schedule]

Agent: [Agent Legal Entity Name]

Variation No.: \_\_\_\_\_ Variation Date: \_\_\_\_\_

Date of Variation Effect: \_\_\_\_\_

**VARIATION TO SCHEDULE**

The Principal, pursuant to clause 23.8 of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

\_\_\_\_\_  
Except as expressly varied, the terms and conditions of the Agreement, remain unaltered and in full force and effect.

[Name and Title of authorised officer in DVS]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

#### SCHEDULE L: AGREEMENT TERM

Item No	Item Description	Details
1	Agreement Term	The appointment of the Agent by the CEO is for a term of 60 months, expiring 30 June 2026.
2	Commencement Date	1 July 2021

DRAFT



DOTXXXXXX(INSERT NUMBER) for the Provision of Licensing Services in (INSERT LOCATION), in Terms of Section 11 of The Road Traffic (Administration) Act 2008

**SCHEDULE M: CONDITIONS SPECIFIC TO THIS AGENT SITE(S)**

DRAFT





Government of Western Australia  
Department of Transport

**DOT(INSERT NUMBER) AGREEMENT FOR THE PROVISION OF NON-ROAD LAW  
FUNCTIONS IN (INSERT NAME OF THE LOCATION)**

BETWEEN:

The Chief Executive Officer of the Department of Transport of 140 William Street, Perth,  
Western Australia 6000 (titled the Director General)

AND:

The Agent details will be inserted. The following is an example only.

The Shire of [Insert location] a body corporate with perpetual succession under the Local  
Government Act 1995

Or

[Insert Name] (ACN or ABN) of [insert Address] ("the Agent")



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

## TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	2
2.	APPOINTMENT OF AGENT .....	5
3.	APPLICABLE LAW.....	5
4.	TERM OF AGREEMENT.....	5
5.	SERVICES.....	5
6.	DUTIES OF AGENT .....	5
7.	LIABILITY AND INDEMNITY .....	6
8.	PUBLICITY .....	6
9.	AUDITS AND ACCESS TO RECORDS.....	6
10.	REDUCTION, SUSPENSION AND TERMINATION.....	7
11.	EVENTS AFFECTING PERFORMANCE OF SERVICES .....	8
12.	POLICE CLEARANCE.....	9
13.	EMPLOYEES.....	9
14.	NON-ASSIGNMENT.....	10
15.	CONFIDENTIALITY.....	10
16.	RETURN OF CONFIDENTIAL INFORMATION AND PHYSICAL STOCK.....	11
17.	LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK .....	11
18.	VARIATIONS.....	11
19.	GENERAL .....	11
20.	INSURANCE REQUIREMENTS .....	12
21.	AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS.....	12
22.	BANK FEES AND CHARGES .....	14
23.	PERFORMANCE AND COMPLIANCE MANAGEMENT .....	14
24.	INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES.....	16
25.	NOTICE .....	18
26.	RELATIONSHIPS – NO PARTNERSHIP .....	18
27.	FORCE MAJEURE.....	19
28.	EXECUTION .....	20
	SCHEDULE 1: SERVICES TO BE PROVIDED BY THE AGENT .....	21
	SCHEDULE 2: SCHEDULE OF COMMISSION RATES .....	22
	SCHEDULE 3: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES.....	24
	SCHEDULE 4: AGENT'S EMPLOYEE CONFIDENTIALITY UNDERTAKING.....	25
	SCHEDULE 5: BUSINESS RULES .....	29
	SCHEDULE 6: LOCATION OF PREMISES FOR SERVICE PROVISION.....	33
	SCHEDULE 7: EQUIPMENT MAINTENANCE.....	34
	SCHEDULE 8: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS).....	35
	SCHEDULE 9: AGREEMENT TERM .....	36
	SCHEDULE 10: PERFORMANCE MEASURES .....	37
	SCHEDULE 11: NOTICE OF VARIATION TO SCHEDULE FORM.....	39



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2021

#### RECITALS:

- A. The Chief Executive Officer (CEO) of the Department has been assigned certain functions under the *Road Traffic (Administration) Act 2008*; the *Road Traffic (Authorisation to Drive) Act 2008*; the *Road Traffic (Vehicles) Act 2012* and the *Road Traffic (Vehicles) (Taxing) Act 2008* (the Road Laws).
- B. The CEO has issued for execution the Agreement for Provision of Licensing Services in terms of section 11 of the *Road Traffic (Administration Act) 2008* for the Agent to undertake certain Road Law relation functions on his behalf.
- C. The CEO also undertakes certain functions in licensing pleasure vessels in accordance with regulations made under section 99(1) (a) of *Western Australian Marine Act 1982*.
- D. The CEO also undertakes functions in accordance with the *Western Australian Photo Card Act 2014* and the *Motor Vehicle Drivers Instructors Act 1963*.
- E. In addition, the CEO on behalf of other parties undertakes certain functions. These are as follows:
  - (a) On behalf of the Minister for Local Government, the CEO undertakes the licensing and renewal of licences for off road vehicles in accordance with the *Control of Vehicles (Off Road Areas) Act 1978*.

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1. Definitions

In this Agreement, unless the context otherwise requires:

**Agent** means the Party to this Agreement who is authorised by the CEO to perform the CEO's functions as set out in this Agreement.

**Agreement** means this document and any Schedules and annexures hereto.

**Auditor General** means the Auditor General of Western Australia.

**Authorised Employee** means person the Agent determines are suitable and has trained to undertake the Services.

**Business Day** means any day, except a Saturday, Sunday or a Gazetted public holiday in Perth, Western Australia.

**Business Rules** means those business rules set out in Schedule 5 and those that the Principal informs the Agent in writing are applicable from time to time for undertaking the Services, and may be set out and described in other documents and agreements, including the Business Rules set out in the Road Law Agreement.

**Chief Executive Officer or CEO** means the Chief Executive Officer of the Department and is also known as the Principal.

**Commencement Date** means the date specified in Item 2 of Schedule 9.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

**Commission** means the amount payable by the Principal to the Agent for the performance of a specified activity forming part of the Services, as set out in the Schedule of Commission Rates at Schedule 2 to this Agreement.

**Confidential Information** means information that is set out in Clause 15 and includes the following:

- (a) is by its nature confidential; or
- (b) is specified by the Principal or the Agent to be confidential; or
- (c) the other party knows or reasonably ought to know is confidential; and
- (d) includes all details relating to Licensing undertaken by the Agent, including internal processes of the Principal, policies and procedures which are not otherwise able to be obtained publicly; personal details of Customers, financial details and payments that the Agent is provided either by the Principal or Customers, directly or indirectly, and are either directly, or indirectly related to the Services.

**Consumer Price Index** means the Perth Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0)): 1 All Groups, Index Numbers – Perth) from the preceding March quarter published by the Australian Bureau of Statistics.

**Customer** means the Principal's customers, being members of the public seeking to utilise the Services.

**Database** means the Principal's designated motor vehicle and driver licensing databases, including TRELIS.

**Department** means the Department of Transport or such other person or government agency which is responsible for assisting the Principal with the administration of this Agreement;

**Employee** means:

[Item (a) will be deleted if the successful agent is NOT a Local Government/Shire. The numbering should then be removed]

- (a) Where the Agent is a local government body, a person employed by the Agent under Section 5.36 of the *Local Government Act 1995*, or otherwise engaged by the Agent, and includes a chief employee, a chief executive officer, a senior executive officer, an executive officer, an employee, a public service officer, public officers or a respondent as defined under the *Public Sector Management Act 1994* or a clerk or servant as defined under section 1 of the *Criminal Code Act 1913*; and
- (b) the Agent's employees, directors, officers, nominees, agent or subcontractor.

**Force Majeure Event** means an exceptional and unforeseen event beyond the reasonable control of the parties, including as follows:

- (a) an act of God, earthquakes, floods, storms, cyclones, explosions, fires and other natural disasters; and
- (b) war, riot or invasion, terrorism, the imposition of embargo and civil or military disturbances; and
- (c) national emergency, government action, strikes and industrial action (other than strikes or industrial action limited to the Agent, Principal or their subcontractors), epidemics and pandemics.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

**GST** has the same meaning as in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

**Language Interpretation Facility** means the facility established by State Government to meet the needs of people unable to communicate effectively in English.

**PCI DSS** means the Payment Card Industry Data Security Standard being a baseline of technical and operational requirements designed to protect account data.

**Personnel** means all Employees engaged in relation to the supply of the Services.

**Physical Stock** means any items provided by the Director General to the Agent for the purpose of facilitating the Agent to undertake the Services.

**Performance Measures** means the criteria specified in Schedule 10 against which the Agent's delivery of Services will be measured.

**Premises** means any premises listed in Schedule 6 which are owned or occupied by the Agent on or from which the Services are to be supplied or to which the Agent has access in order to supply the Services, and includes anything on those premises.

**Prescribed Fee** means any statutory fee applicable to vessel licenses, photo cards, off road vehicle licenses and driving instructor fees; that appear in the Government Gazette from time to time.

**Principal** means the Chief Executive Officer of the Department of Transport or an authorised representative of the CEO.

**Purpose** means the provision of Services.

**Records** means records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the supply of the Services, whether or not containing Confidential Information, and whatever format in which such records and information are held, stored or recorded.

**Representative(s)** means either or both the Agent's Representative and the Principal's Representative set out in Schedule 3 as the context requires.

**Road Laws** means one or more of the Acts referred in Recital A of this Agreement.

**Road Law Agreement** means the agreement concluded under section 11 of the *Road Traffic (Administration) Act 2008* between the CEO and the Agent for the performing of Road Law functions.

**Services** means tasks that the Agent undertakes to perform on the Principal's behalf as outlined in Schedule 1.

**Schedule of Commission Rates** means the Commission payable to the Agent for the performance of Services as detailed at Schedule 2 to this Agreement.

**Term** means the length of time that this Agreement is valid.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

**1.2. Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa
- (b) words importing any gender include the other genders;
- (c) words importing persons include corporations, governments and government bodies and vice versa;
- (d) references to Clauses and subsidiary parts of Clauses are to Clauses and parts of Clauses in this Agreement;
- (e) terms such as "herein", "hereby", "hereunder", and "hereof" refer to this Agreement as a whole and not to the Clause or subsidiary part where those terms appear;
- (f) references herein to any deed, agreement or other instrument are references to that deed, agreement or other instrument as it may from time to time be amended or extended in accordance with its terms; and
- (g) references to a party mean a party to this Agreement and include the successors and permitted assigns of a party.

**2. APPOINTMENT OF AGENT**

- 2.1. The Principal appoints the Agent to act on behalf of the Principal for the Purpose for the Term.
- 2.2. The Agent accepts the appointment and shall perform its duties under this Agreement to the best of their ability and strictly in accordance with the legislation relevant to the provision of Services.
- 2.3. The Agent will act in accordance with the Business Rules as they apply from time to time.

**3. APPLICABLE LAW**

This Agreement shall be subject to the laws of the State of Western Australia.

**4. TERM OF AGREEMENT**

- 4.1. This Agreement will begin on the Commencement Date as specified in Item 2 of Schedule 9 for the term specified in Item 1 of Schedule 9. The Principal may by notice in writing to the Agent extend the term at his entire discretion for a further period or periods.
- 4.2. This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

**5. SERVICES**

The Agent undertakes the Services on behalf of the Principal as set out in Schedule 1 in accordance with the Business Rules.

**6. DUTIES OF AGENT**

- 6.1. The Agent covenants and agrees with the Principal:
  - (a) to collect the Prescribed Fees payable for transactions in relation to the Services; and



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (b) to notify the Department of any moneys banked for the credit of the Department's account.
- 6.2. The Agent shall not have authority to undertake any other functions that are not set out in this Agreement.
- 7. LIABILITY AND INDEMNITY**
- 7.1. The Agent indemnifies the Principal, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:
  - (a) any breach of an obligation under the Agreement by the Agent or any Employee; or
  - (b) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or
  - (c) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.
- 7.2. The Agent's liability under the indemnity in Clause 7.1 shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Principal, the State of Western Australia or their respective officers, employees or agents.
- 7.3. The Principal agrees to use his best endeavours to cooperate with the Agent, in respect of the conduct of any defence, or the agreement of any settlement, of any third-party action, suit, claim, demand or proceeding the subject of the indemnity under Clause 7.1.
- 8. PUBLICITY**
- 8.1. Unless the Principal gives his prior written consent, the Agent shall not:
  - (a) use the Department's or State of Western Australia's name and/or logo or coat of arms.
  - (b) make any statement concerning the Agreement, in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documentation necessary under statutory reporting requirements.
- 8.2. The Principal may use the Agent's name and logo for reasonable promotional or publicity purposes (regarding this Agreement) at the Principal's discretion, and the Principal shall acknowledge the role of the Agent to the extent that is reasonable within the circumstances.
- 9. AUDITS AND ACCESS TO RECORDS**
- 9.1. The Agent shall:
  - (a) allow the Principal or his authorised representative to have reasonable access to inspect any Premises and equipment (where applicable) used or occupied in connection with this Agreement;
  - (b) allow the Principal or his authorised representative to have reasonable access to all Records, excluding personnel records, pertaining to this Agreement in the custody or control of the Agent;
  - (c) allow the Principal or his authorised representative to examine, audit, copy and use any Records, excluding personnel records, pertaining to this Agreement in the custody or control of the Agent;



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (d) maintain accurate and complete records of all work pertaining to this Agreement carried out during the Term;
  - (e) allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement; and
  - (f) provide for the care, safety, security and protection of all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent, and all property supplied by the Principal to the Agent in connection with the Agreement.
- 9.2. The powers and duties of the Auditor General under law are not limited or otherwise affected by the terms and conditions of the Agreement.
- 9.3. This Cause survives expiration or termination of the Agreement.
- 10. REDUCTION, SUSPENSION AND TERMINATION**
- 10.1. Notwithstanding any other provisions of this Agreement, the Principal may by notice to the Agent at any time and in his sole discretion do any of the following including taking more than one of the following actions.
- (a) reduce the scope of Services;
  - (b) temporarily suspend this Agreement;
  - (c) terminate this Agreement by notice.
- 10.2. In exercising the powers under Clause 10.1:
- (a) upon receiving notice under Clause 10.1, the Agent must immediately cease the provision of all Services within time period set forth in the notice;
  - (b) the Agent will not be entitled to compensation for loss of prospective profits or on any other basis.
- 10.3. Notice by the Principal in accordance with this Clause does not relieve the Agent of any of its warranties and obligations set out in this Agreement including those that continue after termination.
- 10.4. In the event of suspension of this Agreement by the Principal, the Agent must immediately cease performing all Services for the duration of the suspension period.
- 10.5. The suspension, reduction or termination of this Agreement does not affect any rights, liabilities or obligations under this Agreement as a result of anything occurring before the expiration, reduction or termination.
- 10.6. On termination of this Agreement, whether at the Principal's discretion or at the end of the Term, the Agent must as soon as practicable and within ten (10) working days following notice:
- (a) deliver to the Principal's nominated representatives all Records as required by the Principal;
  - (b) in every other respect cooperate with the Principal and nominated representatives as reasonably required by the Principal in order to minimise any loss, damage or inconvenience to the Principal resulting from the expiration or termination of this Agreement. If this Agreement is terminated without default, then subject to the requirements of the Principal and notwithstanding any due date laid down for the



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

termination of this Agreement, the Agent shall complete all the Services in accordance with the terms and conditions of this Agreement.

- 10.7. The Principal and Agent may terminate the Agreement by mutual agreement. If the Agreement is terminated by mutual agreement, and on the initiation of the Agent, the Agent agrees to continue to perform the Services for a period required by the Principal to enable the Principal to establish alternative arrangements for the performance of the Services.
- 10.8. In the event of an alleged breach by the Principal of this Agreement, the Agent's sole remedy is a claim for damages.

## 11. EVENTS AFFECTING PERFORMANCE OF SERVICES

- 11.1. This Agreement may be terminated by the Principal in writing if any incapacitating event occurs including but not limited to:
- (a) a breach of the Agent's obligations under the Agreement;
  - (b) failure to pay any of the applicable Prescribed Fees and charges;
  - (c) failure to be registered for GST;
  - (d) if the Agent does not promptly inform the Principal of any occurrence which may adversely affect the Agreement in a material way or the ability of the Agent to deliver the Services;
  - (e) if the Agent attempts to sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of their rights, entitlements and powers under this Agreement;
  - (f) if the Agent does not comply with all State or Commonwealth laws relevant to the Services;
  - (g) if the Agent refuses upon reasonable notice to provide the Principal with access at any reasonable time and from time to time to the Agent's Premises, financial records, other documents relevant to the Services, equipment and other property for the purpose of audit and inspection by the Principal, in accordance with Clause 9, in order to verify compliance by the Agent with this Agreement;
  - (h) if the Agent also provides services under the Road Law Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.
- 11.2. If the Agent breaches this Agreement and the Principal in his discretion considers it appropriate, the Principal may first send the Agent a written notice specifying the breach and calling upon the Agent to rectify the breach within ten (10) Business Days of receipt of the notice or such other time period as specified by the Principal.
- 11.3. The Agent must notify the Principal in the event of the occurrence of any event that could in whole or in part impede the ability of the Agent to perform the Services under this Agreement including one or more of the following events:
- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
  - (b) except to reconstruct or amalgamate while solvent, a body corporate:
    - (i) is wound up or dissolved; or
    - (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
  - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
  - (ii) stops or suspends payment of all, or a class of, its debts; or
  - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
    - (A) insolvent or unable to pay its debts when they fall due; or
    - (B) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
  - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
  - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

## 12. POLICE CLEARANCE

- 12.1. The Principal may request the Agent at any time, to obtain and provide to the Principal an Australia-wide police clearance in respect of any of the Agent's authorised Employees.
- 12.2. In addition to the obligations set out in this Agreement, in the event that the Agent becomes aware that a criminal charge has been laid or may be laid against it or its Employees, it will immediately notify the Principal.

## 13. EMPLOYEES

- 13.1. The Agent must ensure that only authorised Employees carry out the Services.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- 13.2. Notwithstanding other rights and remedies or actions available to it, the Principal may require the removal from the undertaking of Services of any authorised Employees.
- 13.3. The Agent must immediately comply with a request under Clause 13.2 and ensure that the Employee does not access the Principal's Physical Stock, Records and Database
- 14. NON-ASSIGNMENT**
- 14.1. The Agent shall not assign any of its obligations, rights, benefits or interests under this Agreement.
- 14.2. The Agent shall not sub-contract the Services to another person or entity.
- 15. CONFIDENTIALITY**
- 15.1. The Agent acknowledges that during this Agreement, the Agent will have access to Confidential Information, both oral and written or in other material form, belonging to members of the public that the Principal is required to keep confidential. The Agent may use Confidential Information solely for the purpose of performing its obligations under this Agreement and the obligation to maintain confidentiality continues after termination of this Agreement.
- 15.2. The Agent will ensure that its Personnel have signed a Confidentiality Undertaking to cover the Services described in this Agreement which Undertaking is set out in Schedule 4.
- 15.3. Use of Confidential Information
- The Agent must:
- (a) use Confidential Information solely for the purpose of providing the Services under the Agreement and for no other purpose;
  - (b) not allow or assist a third party to access or use, or publish or disclose Confidential Information for any other purpose;
  - (c) take and cause its Employees to take all steps and do all things necessary to safeguard the confidentiality of Confidential Information;
  - (d) ensure the proper and secure storage of Confidential Information;
  - (e) protect Confidential Information from unauthorised access, disclosure or use.
- 15.4. Misuse of Confidential Information
- The Agent must notify the Principal immediately upon becoming aware of a suspected or actual breach of this Clause by any of the Agent's Employees.
- 15.5. Privacy
- The Agent agrees to:
- (a) comply with all privacy laws in relation to personal information, whether or not the Agent is an organisation bound by the privacy laws;
  - (b) indemnify the Principal and the State of WA, their officers and agents against liability or loss arising from, and any costs, charges and expenses incurred in connection with the use or misuse of the Confidential Information and / or breach.
- 15.6. The Agent must ensure that its Employees fully comply with this Clause.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- 15.7. The Principal will not use or disclose to any person the Agent's Confidential Information, except:
- (a) where necessary for the purpose of receiving the services; or
  - (b) where authorised in writing by the Agent; or
  - (c) to the extent that the Confidential Information is public knowledge, other than because of a breach of this clause by the Principal; or
  - (d) as required by any law, judicial or parliamentary body or government agency; or
  - (e) when required, and only to the extent required, to the Principal's professional advisers, and the Principal must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Principal under this clause 15.7.
- 15.8. Where a person discloses Confidential Information to another person pursuant to this Clause, the disclosing person must notify the receiving person of the existence and content of this Clause and the sensitivity of the information being disclosed.
- 15.9. Where the Agent's Employee breaches this Clause and discloses Confidential Information other than in the manner required, the Principal reserves the right to request that the relevant Personnel cease providing the Services.
- 15.10. The information contained in this Agreement is subject to the *Freedom of Information Act 1992 (WA)* and *Financial Management Act 2006* and may also be disclosed by the Principal or the State under a court order or upon request by Parliament or any committee of Parliament or as otherwise required.
- 16. RETURN OF CONFIDENTIAL INFORMATION AND PHYSICAL STOCK**
- 16.1. The Agent will return all Records containing the Principal's Confidential Information and Physical Stock immediately:
- (a) at the expiration or termination of the Agreement; or
  - (b) as scheduled by the Principal through Business Rules; or
  - (c) on demand by the Principal.
- 17. LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK**
- 17.1. The Principal, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement.
- 17.2. The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement.
- 18. VARIATIONS**
- Except as provided in Clause 19.3, Clause 19.4 and Clause 19.5, any variation to this Agreement shall only be valid if approved by the Principal and executed by the Parties in writing.
- 19. GENERAL**
- 19.1. If any provision of this Agreement is held unenforceable or void, the remaining provisions must be enforced in accordance with their terms.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

19.2. This Agreement:

- (a) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and
- (b) may only be varied or altered in writing executed by the Parties.

19.3. The Schedules 2, 3, 4, 5, 7 and 11 may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation to Schedule in the format in Schedule 11.

19.4. The Business Rules may be varied unilaterally from time to time by the Principal.

19.5. Either Party may, at any time, by notice in writing to the other Party vary or terminate the appointment of its Representative; or appoint any other person to act as its Representative in relation to the Agreement.

20. **INSURANCE REQUIREMENTS**

In the event that the Agent has not already obtained relevant and sufficient insurances under the Road Law Agreement to also cover the provision of Services in this Agreement, then the Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under this Agreement.

21. **AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS**

21.1. Agent's General Warranties

Except where the Agent has otherwise disclosed in writing to the Principal, and the Principal has given prior written consent to the matter disclosed, the Agent warrants in favour of the Principal that:

- (a) the Agent has no conflict of interest arising out of the Agreement;
- (b) the Agent is properly authorised and has the power to enter into the Agreement and perform the Agent's obligations under the Agreement;
- (c) the Agent's obligations under the Agreement are valid and binding and are enforceable against the Agent;
- (d) all information provided by the Agent to the Principal in connection with the Agreement is true and correct;
- (e) there is no litigation or arbitration, and there are no administrative proceedings, taking place, pending or threatened against the Agent which could have a materially adverse effect on the Agent's ability to supply the Services in accordance with the Agreement;
- (f) no Personnel performing the Services has been convicted of a criminal offence that is punishable by imprisonment or detention; and
- (g) there is nothing that prevents the Agent from complying with any obligation under the Agreement.

21.2. General Warranties Made Continuously

The warranties made by the Agent under clause 21.1 are taken to be made continuously throughout the Term.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

### 21.3. Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
  - (i) all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent; and
  - (ii) all property, information technology equipment and software applications supplied by the Principal to the Agent in connection with the Agreement;
- (b) promptly notify the Principal if any warranty in clause 21.1 is breached or becomes untrue within two (2) business days of the identification of the breach;
- (c) securely manage and destroy any waste documentation;
- (d) securely return by the Principal's approved courier or nominated representative, at the Principal's cost, all obsolete vehicle number plates to the Principal's nominated contractor for destruction;
- (e) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Principal's approved courier or representative;
- (f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;
- (g) comply with all State and Commonwealth laws relevant to the Agreement;
- (h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;
- (i) cooperate fully with the Principal in respect of the administration of the Agreement;
- (j) ensure that no Personnel causes the Agent to breach the Agreement; and
- (k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

### 21.4. Warranties and Indemnity

- (a) The Agent must give, or ensure the Principal has the benefit of, any warranties specified in the Agreement.
- (b) The Agent must do everything necessary to obtain the benefit of all third-party warranties and must ensure that the Principal has the benefit of those warranties.
- (c) The Agent indemnifies the Principal against any loss or liability that results from the Agent not complying with clauses 21.4(a) or (b).

### 21.5. Conflict of Interest

- (a) Without limiting the meaning of conflict of interest, a conflict of interest may arise in the following circumstances:
  - (i) when the Agent, or a person associated with the Agent, is in a position to benefit directly or indirectly from the actions of the Agent through an unfair or unintended imposition or loss on the Principal or some third party; or



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (ii) when, due to a personal interest or a conflicting business arrangement, an Agent's honesty, objectivity or fairness in performing the Services is open to question.
- (b) If a conflict of interest arises in respect of the Agent or the Agent's Employees, in respect of the supply of the Services under the Agreement, the Agent must:
  - (i) promptly notify the Principal that the conflict has arisen and provide full details; and
  - (ii) take reasonable steps in consultation with the Principal to manage or resolve the conflict.
- (c) Without limiting the meaning of conflict of interest, a perceived conflict of interest may arise when an Agent or the Agent's Personnel accesses the Principal's Database or undertakes a transaction on behalf of a friend or relative or the Personnel's own record, without first obtaining the Principal's approval.

#### 21.6. Agent's Obligation for Services Directly to the Public

The Agent must:

- (a) to the extent practicable, implement the Principal's 'Disability Access and Inclusion Plan' (DAIP) prepared under the *Disability Services Act 1993* and available at the Principal's website:  
<http://www.transport.wa.gov.au/aboutus/disability-access-and-inclusion-plan.asp>  
 or comparable Commonwealth provisions;
- (b) provide a report to the Principal by 30 June in each year of the Term reporting on the extent to which the Agent has implemented the Principal's DAIP; and
- (c) advise Customers that they may make use of the Language Interpretation Facility if they require such assistance.

### 22. BANK FEES AND CHARGES

22.1. The Principal will reimburse the Agent for specified bank fees and charges, being:

- (a) charges incurred in relation to dishonoured cheques received from the Principal's Customers.

### 23. PERFORMANCE AND COMPLIANCE MANAGEMENT

23.1. Audit and Review

- (a) The Principal will conduct regular auditing, performance review and compliance activities, including, but not limited to:
  - (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;
  - (ii) a daily audit of all transaction supporting documentation received and processed by the Agent (refer to Schedule 10);
  - (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (A) the Processing Errors;
  - (B) compliance with the Business Rules;
  - (C) timeliness of transactions;
  - (D) daily receipt by the Principal of transaction supporting documents;
  - (E) Reconciliation of revenue collection against the Department of Transport TRELIS bank account; and
  - (F) the Agent's performance generally.
- (b) The Principal may engage an independent qualified auditor to conduct a quality audit of the Services.
- (c) The Agent must:
- (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this Clause 23.1; and
  - (ii) provide all and any information, including documentation, at the request of the Principal or the Principal 's appointed auditor within fifteen (15) days of the request.
- (d) In instances of significant non-compliance, the Principal may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within the period specified in the notice or, if not specified, within seven (7) Business Days from the date of the notice.
- (e) In requesting a written response under 23.1 (d), the Principal in no way limits his capacity under clause 10.
- (f) The Principal shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (g) Notwithstanding the preceding provisions of this Clause 23.1, auditing, performance and compliance reviews will be undertaken at the Principal's sole and absolute discretion.

#### 23.2. Performance Review Meetings

- (a) Performance review meetings may be held between the Agent and the Principal as determined by the Principal in consultation with the Agent to discuss performance and other issues associated with the Services which may be identified through auditing, performance and compliance review, or any other means of performance monitoring undertaken by the Principal.
- (b) Performance and compliance review meetings will be held at a location agreeable to the Parties.
- (c) Should the Representatives be unable to meet, any issues of non-compliance will be detailed by the Principal's Representative through written notice. The Agent's Representative shall respond in writing accordingly detailing what action the Agent shall undertake.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

## 24. INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

### 24.1. Supply by Principal

The Principal will supply the Agent with the following:

- (a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment supplied by the Principal to the Database;
- (b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
  - (i) PC/s;
  - (ii) printer/s (excluding consumables); and
  - (iii) image capture unit (excluding a backdrop screen).
- (c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third-party software applications required by the Principal;
- (d) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;
- (e) the Physical Stock required by the Agent to perform this Agreement; and
- (f) Vehicle licence plates.

### 24.2. Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.
- (c) Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own telecommunications carrier networks, including internet with sufficient bandwidth, for the transfer of data from the DoT supplied equipment to the Database.

### 24.3. Installation of Additional Hardware or Software (other than supplied by the Principal)

- (a) The Agent must make written application to the Principal and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Any approval issued by the Principal subject to clause 24.3(a) will be at the Principal's sole discretion based on the Principal's security requirements.
- (c) Subject to clause 24.3(a) above:
  - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agent's risk and the Principal will not be



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

responsible for any hardware or software failure or resultant loss of the Agent's data; and

- (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope, referred to in Schedule 8, or loss of data resulting in the installation of the additional hardware or software.
- (d) The Agent will uninstall any additional hardware or software which has been installed by the Agent on a PC designated for transaction processing in accordance with clause 24.3(a), when the PC is required to be replaced or returned to the Principal.

#### 24.4. Compliance with Principal's Requirements

All information technology, whether supplied by the Principal or the Agent, must comply with the information technology policies and specification requirements as provided by the Principal from time to time.

#### 24.5. Maintenance of Equipment

- (a) The Agent will ensure all equipment including, but not limited to, information technology hardware and software is:
  - (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
  - (ii) housed at the Agent's customer service area at the approved Premises where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or nominated representative.
- (c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
- (d) In the event that equipment supplied by the Principal requires maintenance, the Agent will contact the Principal to discuss the maintenance options for the equipment as detailed in Schedule 7.
- (e) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.
- (f) In the event equipment supplied by the Principal requires off-site maintenance, and that maintenance results in equipment not being available to the Agent for more than five (5) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

#### 24.6. Premises

The Agent will:

- (a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule I;
- (b) ensure the Principal's prior written approval has been obtained before commencing the Services from any new location;



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (c) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (d) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (e) ensure security complies with any reasonable Direction given by the Principal;
- (f) do everything reasonably necessary to protect people and property on the Premises, as they relate to the delivery of the Services; and
- (g) ensure compliance with Requirement 9 of the PCI DSS at Schedule 8.

## 25. NOTICE

25.1. Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
  - (i) hand delivered; or
  - (ii) sent by prepaid post; or
  - (iii) sent by facsimile; or
  - (iv) sent by email;
 to the Representative of the respective Party specified in this Agreement.
- (d) subject to clause 25.1(e), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the fifth Business Day after posting; and
  - (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;
  - (iv) in the case of email, on the date on which the receiver's email server records that the email was received; and
- (e) if received after 5:00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

## 26. RELATIONSHIPS – NO PARTNERSHIP

- 26.1. The Agent is an independent Contractor, and nothing in the Agreement may be construed to make the Agent a partner, representative, employee or joint venturer of the Principal.
- 26.2. The Agent must not represent that the Agent or any of its Personnel are the employees, partners or joint venturers of the Principal.
- 26.3. The Principal shall have no responsibility to the Agent or Agent's Personnel in respect of remuneration for annual leave, sick leave, long service leave, public holidays, redundancy payments, superannuation contributions or any other benefits for Personnel providing the Services.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

## 27. FORCE MAJEURE

- 27.1. If a Force Majeure Event causes delay or failure by the Agent to perform any or all its obligations under this agreement:
- (a) neither party is liable for such delay or failure; and
  - (b) the Agent's obligations under this agreement directly affected by the Force Majeure Event are suspended until the Force Majeure Event ceases or ceases to affect the Agent's obligation(s) under this agreement, whichever is earlier.
- 27.2. Where the Agent claims a Force Majeure Event has occurred which makes it unable to perform any obligation or condition required by this Agreement, the Agent must notify the Principal in writing as soon as possible giving full particulars of the Force Majeure Event including:
- (a) the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and
  - (b) the means proposed to be adopted to remedy or abate the Force Majeure Event.
- 27.3. The Agent is required to:
- (a) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
  - (b) resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;
  - (c) notify the Principal in writing when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and
  - (d) notify the Principal in writing when resumption of performance occurs.
- 27.4. If a delay or failure under this clause exceeds 60 days, the Principal may immediately terminate this agreement by written notice to the Agent. In such circumstances, the Principal will be liable to the Agent only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed until the commencement of the Force Majeure Event.
- 27.5. without limiting the effect of clause 21.4, the Principal will not be liable to compensate the Agent for loss of potential profits or other consequential loss incurred and/or claimed by the Agent arising from termination by the Principal pursuant to clause 21.4.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

## 28. EXECUTION

Executed as an Agreement on the date written at the beginning of this document.

Executed for and on behalf of the CEO, Department of Transport by his Delegate.

\_\_\_\_\_  
Name of Delegate (please print)

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Delegate

\_\_\_\_\_  
Signature of Witness

**EXAMPLE EXECUTION CLAUSE ONLY AMEND TO SUIT LEGAL ENTITY (REFER W039) ADD ADDITIONAL DIRECTOR AND WITNESS SECTIONS IF APPLICABLE.**

Executed by ABC Pty Ltd (ACN / ABN) in accordance with section 127 of the *Corporations Act 2001* (Cth) (the Agent)

\_\_\_\_\_  
Name of Authorised Representative (please print)

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



DOTXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

## SCHEDULE 1: SERVICES TO BE PROVIDED BY THE AGENT

### DEFINITIONS

**Driving Instructor Fee Agents** means the Agent responsible for licensing driving instructors.

**Maritime Collections Agents** means the Agent who is responsible for vessel registration.

**Off Road Vehicle New Registration Agents** means the Agent responsible for off road vehicle registrations.

**Photo Card Agents** means the Agent who is responsible for proof of age Licenses.

- 1) Maritime Collections Agents shall in accordance with the Business Rules
  - a) collect boat renewal payments; and
  - b) collect boat transfer payments; and
  - c) collect commercial vessel survey payments; and
  - d) collect hire vessel survey payments; and
  - e) collect marine payment – miscellaneous; and
  - f) collect maritime pen duty payments; and
  - g) collect slipway fees.
- 2) Photo Card Agents shall in accordance with the Business Rules
  - a) process applications; and
  - b) process replacement copy; and
  - c) provide certified copy.
- 3) Off Road Vehicle New Registration Agents shall in accordance with the Business Rules
  - a) process new registrations (includes new registration updates); and
  - b) process renewals; and
  - c) process plate changes; and
  - d) process transfers; and
  - e) process plate receipt – manual.
- 4) Driving Instructor Fee Agents shall in accordance with the Business Rules
  - a) collect fees from driving instructors



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

**SCHEDULE 2: SCHEDULE OF COMMISSION RATES**  
**EFFECTIVE 1 JULY 2021**

This Schedule of Commission Rates applies to non-Road Law licensing transactions processed involving cash receipts and input of data for non-cash information.

Transactions processed under this Agreement will be aggregated with transactions processed under the Road Law Agreement to determine the total commission payable.

**Commission Payment Categories and Rates**

**Scale of Fees for On-line Processing - Monetary Transactions:**

Category	Average Transaction Time	Commission
Category 1	0 – 3.5 minutes	\$11.45
Category 2	3.6 – 5.5 minutes	\$14.63
Category 3	5.6 – 8.5 minutes	\$18.61
Category 4	8.6 – 10.5 minutes	\$22.58
Category 5	10.6 – 14.5 minutes	\$27.35
Category 6	14.6 – 20.5 minutes	\$35.30
Category 7	20.6 – 29.5 minutes	\$51.21
Category 8	29.6 – 35.5 minutes	\$59.16

**Scale of Fees for On-line Processing - Non-Monetary Transactions:**

Category	Average Transaction Time	Commission
Category – updates		\$5.40
Category 9	0 - 3.5 minutes	\$8.79
Category 10	3.6 – 5.5 minutes	\$11.97
Category 11	5.6 – 8.5 minutes	\$15.94
Category 12	8.6 – 10.5 minutes	\$19.92
Category 13	10.6 – 14.5 minutes	\$24.69
Category 14	14.6 – 20.5 minutes	\$32.64
Category 15	20.6 – 29.5 minutes	\$48.54
Category 16	29.6 – 35.5 minutes	\$56.49



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

### Commission Payment Rates for non-Road Law Licensing Transactions

#### Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
<b>Photo Card</b>				
Application	3	M	1	\$11.45
Replacement copy	2	M	1	\$11.45
Certified copy	2	NM	9	\$8.79
<b>Off Road Vehicles</b>				
New registrations (includes new registration update)	6	M	3	\$18.61
Renewals	2.5	M	1	\$11.45
Plate change	2.5	M	1	\$11.45
Transfers	2.5	M	1	\$11.45
Plate receipt - manual	2.5	NM	9	\$8.79
<b>Maritime Collections</b>				
Boat renewal payments	2	M	1	\$11.45
Boat transfer payments	2	M	1	\$11.45
Commercial vessel survey payments	2	M	1	\$11.45
Hire vessel survey payments	2	M	1	\$11.45
Marine payment - miscellaneous	2	M	1	\$11.45
Maritime pen duty payments	2	M	1	\$11.45
Slipway fees	2	M	1	\$11.45
<b>Driving Instructors</b>				
Instructor Fees	2	M	1	\$11.45



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

**SCHEDULE 3: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES**

**1. PRINCIPAL'S REPRESENTATIVE**

- (a) The Principal's Representatives are:
- (i) Director Commercial Management, or
  - (ii) Manager Statutory Agency Agreements; or
  - (iii) the person/s who for the time being, for all intents and purposes, occupies those offices; or
  - (iv) the person acting in the office that substitutes for any of the above-described offices; or
  - (v) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:
- Manager, Statutory Agency Agreements,  
Commercial Management  
Department of Transport  
GPO Box R1290  
Perth WA 6844  
Telephone: 08 6551 6378  
Facsimile: 08 6551 7022  
Email: SAA@transport.wa.gov.au

**2. AGENT'S REPRESENTATIVES**

- (a) The Agent's Representatives are:
- (i) (Insert Name as indicated in Application).
  - (ii) or the person/s who for the time being, for all intents and purposes, occupy those offices.
- (b) The Agent's address for notices is the Agent's postal box address or, where the Agent does not maintain a postal box, the Agent's street address.

**3. PERSONNEL AUTHORISED TO ISSUE NOTICES**

The Principal and Agent's respective Representatives listed at clauses 1 and 2 of this Schedule 3 are authorised to issue notices under the Agreement.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

#### SCHEDULE 4: AGENT'S EMPLOYEE CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY UNDERTAKING
ACCESS TO INFORMATION HELD BY THE DEPARTMENT OF TRANSPORT PURSUANT TO THE ROAD LAWS AND OTHER LEGISLATION

#### 1. EMPLOYEE PARTICULARS

Name			
Address			
Contact			
Phone		Email	
Employer	[Insert Name of LGA/Business/Company including the ACN or ABN number]		

#### 2. BACKGROUND

- A. The Department is responsible for the administration of the road laws (including the *Road Traffic (Administration) Act 2008*, *Road Traffic (Authorisation to Drive) Act 2008* and the *Road Traffic (Vehicles) Act 2012* and other legislation. Further, the Department undertakes functions under other legislation including the *Western Australian Marine Act 1982*, the *Western Australian Photo Card Act 2014* and the *Motor Vehicles Drivers Instructors Act 1963*.
- B. The Employer has agreed to undertake functions, roles and/or responsibilities of the Department.
- C. In order to be able to carry out the Services and other work for the Employer on behalf of the Department, the Employee will require access to the System(s) and/or Confidential Information, and the Department has agreed to allow access to the System(s) and/or Confidential Information to the Employee on the strict understanding that the Systems and Confidential Information are provided solely to enable the Employer to carry out the Services.
- D. This undertaking must be read, understood and signed by the Employee and returned to the Department before the Employee commences the Services and before the Department will allow access to the System(s) and/or Confidential Information.

#### 3. DEFINITIONS AND INTERPRETATION

In this undertaking:

**Confidential Information** means all information, except Excepted Information, disclosed by the Department or the Department's Customers, directly or indirectly, to the Employer or Employee in any form in connection with the provision of the Services and includes, but is not limited to:

- a) information regarding personal details of the Department's Customers including, but not limited to, driver's licence number, name, date of birth, address and all other contact details of the Department's Customers;
- b) details of any vehicles associated with the Department's Customers, including the ownership details, number plates, Vehicle Identification Numbers and other identifying features of the vehicle;
- c) any information which pertains to the Department's functions or responsibilities, or conduct of the Department's business, which is not public knowledge or which is not publicly available;



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- d) information regarding business or system processes that the Employee has obtained, or which may be provided by the Department, whether directly or indirectly;
- e) information relating to the internal management and structure of the Department, or the personnel, policies and strategies of the Department;
- f) policies, strategies, practices and procedures of the Department and any sensitive information which the Employee may come to obtain or have access to relating to the Western Australian Public Service;
- g) information which is commercially sensitive information or personal information.

**Department** means the Chief Executive Officer of the Department of Transport, and the State of Western Australia acting through the Department of Transport.

**Department's Customers** means those persons who use the Services supplied by the Employer under the agreement made between the Department and the Employer.

**Employee** means a person who supplies Services under the agreement made between the Department and the Employer, howsoever they are engaged by the Employer as identified in the Employee Particulars at the beginning of this Confidentiality Undertaking.

**Excepted Information** means information which:

- a) is available or becomes available in the public domain other than by breach of this Undertaking;
- b) is known to the Employee before receiving it from the Department and is not otherwise subject of this Undertaking; or
- c) is required to be disclosed for the purposes of litigation or under an applicable law or applicable requirement of a government agency.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or otherwise.

**Services** means the services to be provided by the Employer to the Department, as outlined in the agreement, contract or deed between the Employer and the Department.

**Systems** means systems, databases or interfaces operated or kept by the Department or operated by the Department on behalf of another government department, including, but not limited to, the Transport Executive Licensing Information System (TRELIS), T-One, iAssess, Dealer On-Line System, Vehicle Inspection System (VIS) and Licence Assessment Provider System (LAPS).

#### **4. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS**

In consideration of being provided with or given access to the Confidential Information, the Employee undertakes and agrees to be subject to the following obligations:

##### **4.1. Use of Confidential Information**

I acknowledge and understand that I will be provided with and/or given access to Confidential Information, and I undertake and agree to:

- (a) keep the Confidential Information secret and confidential;
- (b) use the Confidential Information solely for supplying the Services and for no other purpose;
- (c) not divulge or communicate the Confidential Information to any other person who is not authorised to receive such Confidential Information;
- (d) not reproduce the Confidential Information by any process, electronic or otherwise;



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (e) not allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;
- (f) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:
  - (i) keeping the Confidential Information within my possession confidential;
  - (ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;
  - (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
  - (iv) protecting the Confidential Information from unauthorised access, disclosure or use;
- (g) immediately notify the Employer and the Department if I become aware of unauthorised access, disclosure or use of the Confidential Information;
- (h) upon request from the Department, cease to access and use Confidential Information, and return all Confidential Information in my possession to the Department.

#### 4.2. Use of Systems

I acknowledge and understand that I may be provided with and/or given access to Systems, and, if I am given access to such System(s), I undertake and agree to:

- (a) protect and not disclose any password, user ID or other login information to any System;
- (b) not allow another person to access or use the System under my login or leave the System unattended whilst logged in; and
- (c) only access the Systems to undertake the Services, in accordance with the agreement between the Employer and the Department, and in accordance with the Department's policy and procedures for authorised use.

I acknowledge that the Systems may be monitored and audited by the Department.

#### 4.3. Acknowledgments

I acknowledge and agree that:

- (a) the Confidential Information provided by the Department is secret and confidential;
- (b) the Confidential Information and Systems are the property of the Department; and
- (c) disclosure of the Confidential Information in breach of this undertaking may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the Department.

#### 5. CRIMINAL CODE, ROAD TRAFFIC ACT AND OTHER LEGISLATIVE OBLIGATIONS

The Employee should be aware that there are serious consequences for unauthorised use of the Systems and unauthorised use or disclosure of the Confidential Information.

In particular, the Employee acknowledges and agrees that:

- (a) as a 'government contractor' (as defined in section 81 of the *Criminal Code*), the Employee must not make an 'unauthorised disclosure' of Confidential Information. If the Employee does



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

make an unauthorised disclosure, the Employee may be personally guilty of a crime under section 81(2) of the *Criminal Code*, which carries a maximum penalty of imprisonment for three (3) years.

- (b) the Employee must not use any System (being a 'restricted access computer system' as defined in section 440A(1) of the *Criminal Code*) when not properly authorised, or otherwise than in accordance with their authorisation to use that System. If the Employee unlawfully uses a System, the Employee may be personally guilty of a crime under section 440A of the *Criminal Code*, which carries a maximum penalty of imprisonment of ten (10) years.
- (c) the Employee must not, directly or indirectly, record, disclose or make use of Confidential Information which had been obtained under the road laws, except in accordance with section 143A of the *Road Traffic (Administration) Act 2008*. If the Employee records, discloses or uses such information other than in accordance with section 143A, the Employee may be personally guilty of a crime which carries a maximum penalty of imprisonment for 12 months.
- (d) the Employee is a 'government organization employee' (as defined in section 3 of the *State Records Act 2000*) and may be subject to criminal offences which carry a maximum penalty of a \$10,000 fine under section 78 (1) to (5) of the *State Records Act 2000*.

I, the undersigned, confirm that I have read this document and agree to its contents. I acknowledge that the Confidential Information is confidential and may only be read, accessed or used by me for a purpose authorised and in accordance with this undertaking. I understand that there may be serious consequences including prosecution, if I fail to adhere to the relevant legislation.

Signed on the ..... day of ..... 20.....

.....(Employee)

Signature

.....  
Full Name and Job Title

in the presence of:

Signature of witness: .....

Full name of witness .....

Date: .....

(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

## SCHEDULE 5: BUSINESS RULES

### 1. DEFINITIONS

In this Schedule all definitions have the same meaning as in the Agreement.

### 2. PAYMENT

#### 2.1. Commissions Payable

Subject to the provisions of clause 2.2, the Principal must pay the Agent Commissions to the value of the Services performed under the Agreement in accordance with the Schedule of Commission Rates as set out in Schedule 2, as certified by the Principal, less any overpayment in Commissions or any other payment made to the Agent as advised in writing to the Agent by the Principal.

#### 2.2. Variations to Commissions Payable

- (a) On July 1 of each year of the Term, the Principal will review the Commissions specified in the Schedule of Commission Rates in accordance with annual changes in the Consumer Price Index and the Commission's payable to the Agent will be increased accordingly, except in the instance where there is no movement in the CPI.
- (b) Where the CPI is a negative 'downward' movement, the Commissions payable to the Agent shall remain at the rate applicable for the previous year.
- (c) The Principal will forward the Agent a revised Schedule of Commission Rates in accordance with clause 2.2(a) no later than 30 Business Days after the Commission review date.

#### 2.3. Invoices

- (a) The Principal will issue the Agent Transaction and Payment Summary reports which include, inter-alia:
  - (i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and
  - (ii) confirmation the Commissions payable have been reconciled and authorised by the Principal.
- (b) The Principal will issue the Agent tax invoices, being Recipient Created Tax Invoices (RCTI), in respect of Commissions payable, on the basis of the Transaction and Payment Summary report for the corresponding period.
- (c) The Principal will issue a Transaction and Payment Summary Report and RCTI to the Agent:
  - (i) for each calendar month; and
  - (ii) not more than thirty (30) Business Days after the last day of the invoice period.
- (d) The Agent agrees it will not issue tax invoices in respect of the Services.
- (e) The Agent acknowledges that it is registered for GST when it agrees for the Principal to issue RCTI for the Services and will notify the Principal if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (f) The Principal acknowledges that it is registered for GST when it agrees to issue RCTI for the Services and will notify the Agent if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

#### 2.4. Payment of Invoices

The Principal will pay the amount specified in a RCTI within thirty (30) days of the last day of the month to which it relates.

#### 2.5. Method of Payment

The Principal will directly credit Commissions payable to the Agent's nominated bank account.

#### 2.6. No Obligation to Pay

The Principal has no obligation to make any payment to the Agent unless and until:

- (a) the Services have been supplied in accordance with the Agreement; and
- (b) the Principal is satisfied that no default has occurred.

#### 2.7. Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Principal has paid, the Agent is responsible for issuing an Adjustment Note to the Principal. If the amount is:
  - (i) less than the amount that should have been paid, the Principal must pay the difference to the Agent within twenty (20) days after the date the Adjustment Note is received;
  - (ii) more than the amount that should have been paid, the Principal may:
    - (A) debit the difference from the Agent's nominated account within twenty (20) days after the date the Adjustment Note is received; or
    - (B) offset the difference against any amount subsequently payable by the Principal to the Agent.
- (b) If the Principal finds that the amount paid based on the RCTI was incorrect and the Principal has overpaid, the Principal is entitled to take the steps outlined in clause 2.7(a)(ii) (A) or (B), without receipt of an Adjustment Note from the Agent.

#### 2.8. GST and other duties, taxes and charges

- (a) In this clause 2.8 the expressions 'consideration', 'recipient', 'supply', 'tax invoice' and 'taxable supply' have the meanings given to those expressions in the GST Act
- (b) All amounts in the Schedule of Fees are expressed exclusive of GST.
- (c) If GST is imposed on any supply made under the Agreement, the Principal will pay to the Agent an amount equal to the GST payable on the taxable supply.
- (d) The amount referred to in clause 2.8 (c) must be paid in addition to, and at the same time as, payment for the taxable supply is required to be made under the Agreement.



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (e) If a GST-inclusive price is charged or varied under the Agreement, the Principal will provide the Agent with a valid RCTI at or before the time of payment or variation.
- (f) If the amount of GST paid or payable by the Agent on any supply made under the Agreement differs from the amount of GST paid by the Principal, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal will be adjusted accordingly by a further payment by the Principal to the Agent or the Agent to the Principal, as the case requires.
- (g) The Principal indemnifies the Agent for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI where the understatement arises from fault on the part of the Principal.
- (h) All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services or any additional work undertaken by the Agent are payable by the Agent.

### 3. COLLECTION OF REVENUE

#### 3.1. Forms of Payment

- (a) The Agent must accept from the CEO Customers and process all forms of payment acceptable to the CEO for the processing of licensing transactions, being cash, EFTPOS, credit cards (except Diners Club and American Express) debit cards, cheque and money order.
- (b) If a customer cheque or other payment is dishonoured or is otherwise not credited to the Agent's bank account, the relevant provisions set out in the Business Rules will apply.

#### 3.2. No Surcharge

The Agent must not impose a surcharge, or any other form of cost recovery, on the CEO or the CEO's Customers for Services performed pursuant to this Agreement.

[A banking arrangement will be selected as appropriate to the Agent.]

#### 3.3. Direct Debit

- (a) The Agent will use its own EFTPOS terminal and funds will be banked directly into the Agent's nominated bank account.
- (b) The Agent will bank on a daily basis revenue collected (cash/cheques/money orders) into the Agent's nominated bank account.
- (c) The Agent will, prior to the commencement of Service, provide the CEO with a Direct Debit Request and the CEO will debit the Agent's bank account two (2) Business Days after collection to the value of transactions processed on the Database. The Agent will ensure that sufficient funds are available at the time of the direct debit.
- (d) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in the Road Law Agreement. No annual reporting is required by the Agent.

OR

#### 3.3. Direct Deposit



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

- (a) The CEO will provide to the Agent a Department EFTPOS terminal and the relevant bank deposit book to facilitate transaction processing.
- (b) The Agent will deposit monies collected into the CEO's nominated bank on a daily basis either using a Department of Transport Commonwealth Bank deposit book or the Agent's own bank deposit book.
- (c) The daily deposited amount in clause 3.3(b) will be that which is collected by the Agent according to the relevant transaction and payment summary generated by the Database.
- (d) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in the Road Law Agreement. No annual reporting is required by the Agent.

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DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

#### SCHEDULE 6: LOCATION OF PREMISES FOR SERVICE PROVISION

The Agent shall provide the Services under the Agreement from the following Premises:

Town of [Town Name]

Address			
Contact		Email	
Phone		Fax	



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

#### SCHEDULE 7: EQUIPMENT MAINTENANCE

This Equipment Maintenance Schedule is the procedure for Agents to follow in the event Department of Transport supplied information technology hardware requires repairs or replacement.

Step	Process
Repair or Replacement Issue	<p>Agent Personnel are to contact Transport's Business and Systems Support only.</p> <p>Please do not contact the Business Information Systems (BIS) Helpdesk directly.</p> <p>1800 354 928 BSS@transport.wa.gov.au</p>
Job/Incident Logged	<p>Agent Personnel must provide details of the faulty equipment including the asset identification number and details of the problem. Business and Systems Support will log the incident with BIS Helpdesk.</p> <p><b>**Please Note**</b> When logging an issue, the Agent will be provided a <u>job/incident number which will need to be reference for any subsequent enquiries</u>. Always record this number.</p>
Courier	<p>Transport's Business and Systems Support or BIS Helpdesk will instruct the Agent Personnel to courier the equipment if it needs to be returned for repair/replacement.</p>
Courier details	<p>The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 33 66. Quote account number XV1437.</p> <p>The cost of the courier will be charged to the Department of Transport.</p> <p>Courier to: Department of Transport BIS, Level 3, 2 Tassels Place Innaloo WA 6018.</p> <p>The above instructions are correct unless otherwise advised by the Principal from time to time.</p>
Repair and/or Replacement	<p>The Department of Transport will organise the repair and/or replacement of the equipment item.</p>
Return Courier	<p>BIS Helpdesk will arrange for the equipment item to be returned by courier to the Agent's Site.</p>
Follow Up	<p>If the Agent's Personnel require any follow-up assistance, Transport's Business and Systems Support can be contacted for further instruction. Please quote the job/incident number.</p>
Escalation	<p>If the Agent experiences any delay or has any unresolved issues, an email should be sent to BSS@transport.wa.gov.au with all details, including the job/incident number. Attention to: Manager Business and Systems Support.</p>



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

#### SCHEDULE 8: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS)

**Overview** - The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally.

PCI DSS provides a baseline of technical and operational requirements designed to protect account data. PCI DSS applies to all entities involved in payment card processing—including merchants, processors, acquirers, issuers, and service providers. PCI DSS also applies to all other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD).

More detailed information is available at the Payment Card Industry Security Standards Council's website at: <https://www.pcisecuritystandards.org/merchants/index.php>

#### PCI DSS Objectives and Requirements

Objective	Requirement No.	Requirements
Build and Maintain a Secure Network and Systems	1	Install and maintain a firewall configuration to protect cardholder data
	2	Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	3	Protect stored cardholder data
	4	Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5	Protect all systems against malware and regularly update anti-virus software or programs
	6	Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7	Restrict access to cardholder data by business need to know
	8	Identify and authenticate access to system components
	9	Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10	Track and monitor all access to network resources and cardholder data
	11	Regularly test security systems and processes
Maintain an Information Security Policy	12	Maintain a policy that addresses information security for all personnel



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

#### SCHEDULE 9: AGREEMENT TERM

Item No	Item Description	Details
1	Agreement Term	The appointment of the Agent by the CEO is for a term of 60 months, expiring 30 June 2026.
2	Commencement Date	1 July 2021



DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

## SCHEDULE 10: PERFORMANCE MEASURES

No.	Performance Measure	Qualitative Matrix
1	Less than 5% Error Rate	<p>Measured on a monthly basis across all licensing transactions.</p> <p>A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Service Centre (TSC) office for audit.</p> <p>All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within 2 business days of processing to assist with the audit process.</p> <p>The TSC will audit all the licensing transactions and notify the Agent in writing of the errors.</p> <p>The Principal will notify the Agent of the allocated TSC for the site.</p> <p>If the Error Rate exceeds 5% the Agent's and Principal's representatives will agree on an appropriate course of action to reduce the errors, notwithstanding the action available to the Principal under clause 10.1 (c) of the Agreement.</p>
2	Identified errors	<p>Errors identified through an audit are corrected and returned to the allocated TSC within seven (7) Business Days of notification by the Principal.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) Business Days of the date of this notice, or otherwise within the period specified in the notice.</p>
4	Zero breach of TRELIS data security.	<p>Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the:</p> <ol style="list-style-type: none"> <li>1. <a href="mailto:SAA@transport.wa.gov.au">SAA@transport.wa.gov.au</a>; or</li> <li>2. Manager Statutory Agency Agreements Department of Transport GPO R1290 Perth WA 6844</li> </ol>
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Director Commercial Management.</p>
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p>



DOTXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

		<ol style="list-style-type: none"> <li>1. Manager Statutory Agency Agreements.</li> <li>2. Director Commercial Management.</li> </ol> <p>The Director Commercial Management is the final escalation level.</p>
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DOTXXXXXX (INSERT NUMBER) Agreement for the Provision of non-Road Law Functions in (INSERT LOCATION)

**SCHEDULE 11: NOTICE OF VARIATION TO SCHEDULE FORM**

**NOTICE OF VARIATION TO SCHEDULE**

Agreement No.: [Insert number]

Title: Provision of non-Road Law Functions in [Insert Location]

Schedule: [Schedule X – Title of Schedule]

Agent: [Agent Legal Entity Name]

Variation No.: \_\_\_\_\_ Variation Date: \_\_\_\_\_

Date of Variation Effect: \_\_\_\_\_

**VARIATION TO SCHEDULE**

The Principal, pursuant to Clause 19.3 of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

\_\_\_\_\_  
Except as expressly varied, the terms and conditions of the Agreement, remain unaltered and in full force and effect.

[Name and Title of authorised officer in DVS]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## SOUTHERN REGION

Combined for Road Law and Non Road Law Transactions



Government of Western Australia  
Department of Transport

## Schedule 1 and A: Revised 1st July 2020

This Schedule 1 relates to commission payment category rates for processing licensing cash receipts and non cash information data input (includes non transaction allowance and credit card merchant fees).

Commission Payment Category RatesScale of Fees for On-line Processing - Monetary Transactions:

Category	Average Transaction Time	Commission (Volume < 19,300)	Commission (Volume < 19,300) (Includes 2.10% CPI Increase)	Commission (Volume > 19,300)	Commission (Volume > 19,300) (Includes 2.10% CPI Increase)
		Old Rate	New Rate	Old Rate	New Rate
Category 1	0 – 3.5 minutes	\$9.91	\$10.12	\$7.15	\$7.30
Category 2	3.6 – 5.5 minutes	\$12.79	\$13.06	\$9.04	\$9.23
Category 3	5.6 – 8.5 minutes	\$16.03	\$16.37	\$11.15	\$11.38
Category 4	8.6 – 10.5 minutes	\$19.26	\$19.66	\$13.29	\$13.57
Category 5	10.6 – 14.5 minutes	\$23.13	\$23.62	\$15.82	\$16.15
Category 6	14.6 – 20.5 minutes	\$29.61	\$30.23	\$20.04	\$20.46
Category 7	20.6 – 29.5 minutes	\$39.26	\$40.08	\$26.41	\$26.96
Category 8	29.6 – 35.5 minutes	\$48.97	\$50.00	\$32.75	\$33.44

Scale of Fees for On-line Processing - Non Monetary Transactions:

		Old Rate	New Rate	Old Rate	New Rate
Category – updates		\$3.33	\$3.40	\$3.33	\$3.40
Category 9	0 - 3.5 minutes	\$6.62	\$6.76	\$4.99	\$5.09
Category 10	3.6 - 5.5 minutes	\$9.54	\$9.74	\$6.87	\$7.01
Category 11	5.6 - 8.5 minutes	\$12.70	\$12.97	\$8.98	\$9.17
Category 12	8.6 - 10.5 minutes	\$15.91	\$16.24	\$11.08	\$11.31
Category 13	10.6 - 14.5 minutes	\$19.79	\$20.21	\$13.60	\$13.89
Category 14	14.6 - 20.5 minutes	\$26.18	\$26.73	\$17.83	\$18.20
Category 15	20.6 - 29.5 minutes	\$35.81	\$36.56	\$24.15	\$24.66
Category 16	29.6 - 35.5 minutes	\$45.41	\$46.36	\$30.47	\$31.11
Category 17	45.0 - 50.0 minutes	TBD	TBD	TBD	TBD
Category 18	120.0 - 125.0 minutes	TBD	TBD	TBD	TBD



**SOUTHERN REGION**  
Combined for Road Law and Non Road Law Transactions



**Government of Western Australia**

Department of Transport

Schedule 2 and B: Revised 1st July 2020

**Commission Payment Rates For Individual Licensing Transactions**

This Schedule 2 relates to commission payment rates for individual licensing transactions processed including cash receipts and non cash information data input (includes non transaction allowance and credit card merchant

**Classification of Transactions**

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Revised Commission (Volume < 18,800) (Includes 2.10% Increase)	Revised Commission (Volume > 18,800) (Includes 2.10% Increase)
				New Rates	New Rates
<b>Vehicle Renewals</b>					
Straight Renewal	2	M	1	10.12	7.30
Renewal - with concession update	3	M	1	10.12	7.30
Renewal - with change of address	2.5	M	1	10.12	7.30
Renewal - with change of name	2.5	M	1	10.12	7.30
Renewal - with inspection form (details to be checked)	3	M	1	10.12	7.30
Renewal - with change of plate	3	M	1	10.12	7.30
Renewal - to uniform date	2	M	1	10.12	7.30
Renewal - with transfer infringement	2.5	M	1	10.12	7.30
Renewal - with plate infringement	2.5	M	1	10.12	7.30
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	10.12	7.30
Renewal - with multiple updates	3	M	1	10.12	7.30
Heavy vehicles - renewal	2	M	1	10.12	7.30
Heavy vehicles - change of nominated use	2	M	1	10.12	7.30
Heavy vehicles - change of concession	2	M	1	10.12	7.30
Heavy vehicles - fixed nominated use advice	2	NM	update	3.40	3.40
Duplicate copy of licence papers	2	M	1	10.12	7.30
Renewal and change of address with no payment	1.75	NM	9	6.76	5.09
<b>Change of Plates</b>					
Straight change of plate	2	M	1	10.12	7.30
Lost or stolen plate change (statutory declaration)	2	M	1	10.12	7.30
Retained plate (to be issued at a later date)	2	M	1	10.12	7.30
Change plate for original issue of personalised, special series or remake	2	M	1	10.12	7.30
<b>Variation to Vehicle Details</b>					
Change of colour, model, engine number (no fee adjustment)	2	NM	9	6.76	5.09
Change of insurance class (fee adjustment - up or down)	2	M or NM	1 or 9	\$10.12 or \$6.76	\$7.30 or \$5.09
Change of horse power or tare (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.12 or \$6.76	\$7.30 or \$5.09
Change of fee type (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.12 or \$6.76	\$7.30 or \$5.09
Change in nominated use (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.12 or \$6.76	\$7.30 or \$5.09



**SOUTHERN REGION**  
Combined for Road Law and Non Road Law Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Revised Commission (Volume < 18,300) (Includes 2.10% Increase)	Revised Commission (Volume > 18,300) (Includes 2.10% Increase)
				New Rates	New Rates
<b>Vehicle Updates</b>					
Add condition	2	NM	9	6.76	5.09
Delete condition	2	NM	9	6.76	5.09
Add concession	2	NM	9	6.76	5.09
Delete concession	2	NM	9	6.76	5.09
<b>New Registration</b>					
Basic new registration	5	M	2	13.06	9.23
New registration with concession/condition update	5	M	2	13.06	9.23
New registration for heavy vehicle	6	M	3	16.37	11.38
<b>Plate Receipts</b>					
Eastern State plate return	2	NM	9	6.76	5.09
Western Australian plate return - no refund	2	NM	9	6.76	5.09
Western Australian plate return - refund	2.5	NM	9	6.76	5.09
Plate Infringements	2	NM	9	6.76	5.09
<b>Transfers</b>					
Transfer details update (multi notification)	0.75	NM	update	3.40	3.40
Transfer update and payment	2.5	M	1	10.12	7.30
Transfer update, transfer payment and adjustment payment	3	M	1	10.12	7.30
Transfer update, transfer, adjustment and renewal payment	4	M	2	13.06	9.23
Transfer update, transfer, payment and infringement payment	3	M	1	10.12	7.30
Transfer update, concession update and transfer payment	2.5	M	1	10.12	7.30
Transfer update, transfer and renewal payment	3	M	1	10.12	7.30
Deceased estate transfer update and payment	2.5	M	1	10.12	7.30
Divorce settlement transfer update and payment	2.5	M	1	10.12	7.30
First and Final demand letter payment	1.5	M	1	10.12	7.30
Transfer infringement payment	1.5	M	1	10.12	7.30
Eastern States Registration with no inspection required	5	NM	11	12.97	9.17
<b>Dealer Acquisitions</b>					
One to five in one transaction	2	M	1	10.12	7.30
<b>Adjustment Payment</b>					
System generated notification	2	M	1	10.12	7.30
Created by update or variation plus update time	2	M	1	10.12	7.30
<b>Driver Renewal</b>					
Renewal with photograph	2	M	1	10.12	7.30
Renewal without photograph (data card still requires photographing)	2	M	1	10.12	7.30
Renewal with concession application	2	M	1	10.12	7.30
Renewal with concession deleted	2.5	M	1	10.12	7.30
Renewal with change of address	2.5	M	1	10.12	7.30
Change of name or date of birth	2.5	M	1	10.12	7.30
Renewal without payment	1.5	NM	9	6.76	5.09
Renewal and change of address without payment	2	NM	9	6.76	5.09
Duplicate copy of licence	2	M	1	10.12	7.30
Certified copy of licence	2	NM	9	6.76	5.09



**SOUTHERN REGION**  
Combined for Road Law and Non Road Law Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Revised Commission (Volume < 18,300) (Includes 2.10% Increase)	Revised Commission (Volume > 18,300) (Includes 2.10% Increase)
				New Rates	New Rates
<b>Photo Card</b>					
Application	3	M	1	10.12	7.30
Replacement copy	2	M	1	10.12	7.30
Certified copy	2	NM	9	6.76	5.09
<b>Change of Address (multi advice)</b>					
Motor driver licence	0.5	NM	update	3.40	3.40
Motor vehicle registration	0.5	NM	update	3.40	3.40
<b>Revenue Transactions</b>					
<b>Off Road Vehicle New Registrations</b>					
New registrations (includes new registration update)	6	M	3	16.37	11.38
Renewals	2.5	M	1	10.12	7.30
Plate change	2.5	M	1	10.12	7.30
Transfers	2.5	M	1	10.12	7.30
Plate receipt - manual	2.5	NM	9	6.76	5.09
<b>Special Plate Applications</b>					
Personalised plates	2	M	1	10.12	7.30
Sporting plates	2.5	M	1	10.12	7.30
Local Authority	2.5	M	1	10.12	7.30
Special Series	2.5	M	1	10.12	7.30
<b>Plate Remake Applications</b>	2	M	1	10.12	7.30
<b>Special Plate Transfers</b>	2	M	1	10.12	7.30
<b>Maritime Collections</b>					
Boat renewal payments	2	M	1	10.12	7.30
Boat transfer payments	2	M	1	10.12	7.30
Commercial vessel survey payments	2	M	1	10.12	7.30
Hire vessel survey payments	2	M	1	10.12	7.30
Marine payment - miscellaneous	2	M	1	10.12	7.30
Maritime pen duty payments	2	M	1	10.12	7.30
Slipway fees	2	M	1	10.12	7.30
<b>Temporary Permits</b>	3	M	1	10.12	7.30
<b>Suspense Receipts</b>	2	M	1	10.12	7.30
<b>Vehicle Modification Permit</b>	2	M	1	10.12	7.30
<b>Dishonoured cheque payments</b>	2	M	1	10.12	7.30
<b>Instructors Fees</b>	2	M	1	10.12	7.30



**SOUTHERN REGION**  
Combined for Road Law and Non Road Law Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Revised Commission (Volume < 18,300) (Includes 2.10% Increase)	Revised Commission (Volume > 18,300) (Includes 2.10% Increase)
				New Rates	New Rates
<b>Original Driver Licence</b>					
New application and application fee payment	5	M	2	13.06	9.23
Issue of Learners Permit	1.5	M	1	10.12	7.30
Update to practical driving assessment incorporating booking the practical driving assessment and provision of meeting point for driving assessment	14	NM	13	20.21	13.89
Practical test update and renewal or duplicate	2	M	1	10.12	7.30
Transfer application, application fee and renewal payment	6	M	3	16.37	11.38
Additional class updates and application fee payment	4	M	2	13.06	9.23
Additional class learner permit	1.5	NM	9	6.76	5.09
Extra practical test payment	2	M	1	10.12	7.30
Extraordinary licence - original application	7	M	3	16.37	11.38
Extraordinary licence - renewal	2	M	1	10.12	7.30
Reissue of lapsed licence and payment of renewal	4	M	2	13.06	9.23
Issue of Medical Assessment	3	NM	9	6.76	5.09
Conducting Computerised Theory Test (CTT) - General	15	M	MDL	25.27	N/A
Conducting Computerised Theory Test (CTT) - Heavy	15	M	MDL	17.42	N/A
Conducting Computerised Theory Test (CTT) - Alcohol	15	M	MDL	17.42	N/A
Conducting Computerised Theory Test (CTT) - Rider	15	M	MDL	17.42	N/A
Practical test - light vehicle	50	NM	17	TBD	TBD
Practical test - heavy vehicle	125	NM	18	TBD	TBD
Conducting Hazard Perception Test (HPT)	17	M	6	30.23	20.46
Practical Test update pass - Issue Phase II permit and Log Book	3	M	1	10.12	7.30
Phase II application fee payment	3	M	1	10.12	7.30
Supplementary Phase II application fee payment	3	M	1	10.12	7.30
Verify Log Book details and update Licence record	5	NM	10	9.74	7.01
Issue replacement Log Book	3	NM	9	6.76	5.09
Service of Demerit Point Suspension	5	NM	10	9.74	7.01
Processing of good behaviour period elections	5	NM	10	9.74	7.01
Service of breach notices for good behaviour period	5	NM	10	9.74	7.01



## 9.2 CHIEF EXECUTIVE OFFICER:

9.2.1	Proposed Boundary Realignment – Lots 100 & 429 Great Southern Highway, Cuballing
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Location:	Lots 100 & 429 Great Southern Highway, Cuballing
Applicant:	PH & KE Gow (Licensed Surveyors)
File Ref. No:	160650
Disclosure of Interest:	Nil
Date:	29 April 2021
Author:	Gary Sherry
Attachments	9.2.1A Letter and plan from applicant 9.2.2B Location plan

### Summary

**A boundary realignment application, for Lots 100 and 429 Great Southern Highway, to create two realigned lots is supported.**

### Background

The Western Australian Planning Commission (WAPC) has referred a boundary realignment application to the Shire for comment. The application, proposing no additional lots, is set out in Attachment 9.2.1A. The primary reason for the boundary realignment is to facilitate family succession planning.

The application site consists of 2 current titles (31.39 hectares and 169.44 hectares in area). The proposal is to:

- create one new title, 21.72 hectares in area (Lot A), to accommodate the existing dwelling and shed;
- create a balance lot, 179.04 hectares in area (Lot B), to continue to be used for rural farming purposes which will be acquired by neighbouring landowners who are family members; and
- enable vehicular access to proposed Lot A via a 26 metre wide access leg to an existing crossover on Great Southern Highway. Alternative vehicle access is also available via Munro Street.

The site's location is outlined in Attachment 9.2.2A. The site adjoins the south-east corner of the Cuballing townsite. The site adjoins the Great Southern Highway and Lukin Street and has access to Munro Street. The site is generally cleared, is dissected by the Hotham River South and contains a dwelling and shed.

### *Planning framework*

In summary:

- the property is zoned 'General Agriculture' in the *Shire of Cuballing Local Planning Scheme No. 2* (LPS2);
- LPS2 objectives for the General Agriculture zone, which are applicable to this application, include 'to preserve productive land suitable for grazing, cropping and other compatible productive rural uses in a sustainable manner' and 'to protect the economic viability of rural zoned land through a presumption against subdivision except where such subdivision will enhance and/or promote the viability and diversity of general farming activity';



- the property is classified as 'Rural' in the *Shire of Cuballing Local Planning Strategy*. While the Strategy does not generally support additional lots in rural areas, it generally supports boundary realignments;
- portions of the site are classified as a Bushfire Prone Area as set out at <https://maps.slip.wa.gov.au/landgate/bushfireprone/>;
- the WAPC's *Development Control Policy 3.4 Subdivision of Rural Land* (Policy DC3.4) outlines the WAPC will consider rural subdivision for a limited range of exceptional circumstances. One of these exceptional circumstances is 'to realign lot boundaries with no increase in the number of lots, where the resultant lots will not adversely affect rural land uses'; and
- section 6.3 of Policy DC3.4 is of relevance to this application. The Policy, in part, states: 'Multiple lots in one ownership may be rationalised provided that:
  - (a) there is no increase in the number of lots;
  - (b) the new boundaries achieve improved environmental and land management practices and minimise adverse impacts on rural land use;
  - (c) no new roads are created, unless supported by the local government;
  - (d) new vehicle access points on State roads are minimised; and
  - (e) rural living sized lots (1-40 hectares), created as a result of the rationalisation, have appropriate buffer from adjoining farming uses and water resources, and may have notifications placed on title advising that the lot is in a rural area and may be impacted by primary production.'

#### Comment

The boundary realignment application is supported and represents a logical rationalisation of Lots 100 and 429 Great Southern Highway. It is noted that:

- the application will not create any additional lots;
- the application is consistent with the planning framework;
- the boundary realignment will not result in a loss of agricultural land but allows existing rural uses to continue;
- the boundary realignment will achieve effective land management by containing the existing arable land within a single title (Lot B); and
- proposed Lots A and B will have constructed road frontage.

While noting the applicant's advice, proposed Lot B at some stage will require separate practical vehicular access. This is possible from the Great Southern Highway via a shared crossover with Lot A (location of the existing crossover).

Based on WAPC policy, it is suggested that relevant conditions be recommended to the WAPC. In particular, to include a notification relating to the bushfire prone area (for Lots A and B) and a notification to apply to Lot A that the lot is within a rural area and may be impacted by primary production (based on section 6.3 of Policy DC3.4).

#### Strategic Implications – Nil

#### Statutory Environment

*Planning and Development Act 2005* and LPS2.

#### Policy Implications

Nil. The application complies with LPS2 and the Local Planning Strategy.

#### Financial Implications – Nil



### Economic Implications

The application does not create additional lots but seeks to improve current land management.

### Social Implications – Nil

### Environmental Considerations

There are minimal environmental considerations associated with the boundary realignment.

### Consultation

The WAPC invites comments from the Shire, servicing agencies and relevant State Government departments on subdivision and boundary realignment applications.

### Options

The Council can resolve:

1. the Officer's Recommendation;
2. support the boundary realignment with no conditions; or
3. not support the boundary realignment (giving reasons).

### Voting Requirements – Simple Majority



**COUNCIL DECISION 2021/049:**

**That Council support the boundary realignment application, of Lots 100 and 429 Great Southern Highway, Cuballing (WAPC 160650), subject to the following conditions:**

<b>No.</b>	<b>Code</b>	<b>Condition</b>
<b>1</b>	<b>F2</b>	<p>A notification, pursuant to Section 165 of the Planning and Development Act 2005, is to be placed on the certificate(s) of title of the proposed lot(s) advising of the existence of a hazard or other factor. Notice of this notification is to be included on the diagram or plan of survey (deposited plan). The notification is to state as follows:</p> <p>“This land is within a bushfire prone area as designated by an Order made by the Fire and Emergency Services Commissioner and may be subject to a Bushfire Management Plan. Additional planning and building requirements may apply to development on this land.” (Western Australian Planning Commission)</p>
<b>2</b>	<b>n/a</b>	<p>A notification, pursuant to Section 70A of the Transfer of Land Act 1893 is to be placed on the certificate of title of proposed Lot ‘A’. Notice of this notification is to be included on the diagram or plan of survey (deposited plan). The notification is to state as follows:</p> <p>“The lot is situated in a rural area and may be impacted by primary production.” (Local Government)</p>
<b>3</b>	<b>T20 Modified</b>	<p>Suitable arrangements being made with Main Roads Western Australia for the provision of vehicular crossover(s) to service the lot(s) shown on the approved plan of subdivision. (Main Roads Western Australia)</p>
<b>4</b>	<b>n/a</b>	<p>The provision of an easement to enable practical and legal vehicular access between proposed Lot ‘B’ and the Great Southern Highway via a shared crossover with Lot ‘A’. (Local Government)</p>
<b>5</b>	<b>T24</b>	<p>A notification, pursuant to Section 70A of the Transfer of Land Act 1893 is to be placed on the certificate(s) of title of the proposed lot(s). Notice of this notification is to be included on the diagram or plan of survey (deposited plan). The notification is to state as follows:</p> <p>“The lot(s) is/are (delete as applicable) situated in the vicinity of a transport corridor and is currently affected, or may in the future be affected by transport noise.” (Local Government)</p>

**Moved: Cr Hopper**

**Seconded: Cr Harris**

**Carried 6/0**



**PH and KE GOW (Licensed Surveyors)**

PO Box 580 Narrogin WA 6312  
98815140 0428250962 fax 98815575

The Secretary  
Western Australian Planning Commission  
140 William St  
PERTH WA 6000

30/03/21

Re: Proposed Subdivision Application, Lots 429 and 100 16861 Great Southern Hwy,  
Shire of Cuballing

Dear Sir,

On behalf of the land owners I apply for planning approval for a boundary realignment subdivision of the above lots. The reason for this boundary realignment is to facilitate family succession planning.

Proposed Lot A is to be created for the purpose of creating a small lot (21.7ha) surrounding an existing house and shed. The house is in good condition and is serviced by reticulated power and reticulated water from a meter in the access leg. The balance of proposed lot A is existing trees and rocky nonarable land. It suits the landform to be subdivided along the existing fence lines.

Proposed Lot B is mostly arable land and will be acquired by neighboring landowners who are family members. Proposed lot A will have road frontage to Great Southern Hwy via a 26m access leg to an existing crossover. Proposed Lot B will not require access to Great Southern Hwy as the access to this lot will be to the North via farm tracks to the main farm sheds.

The two proposed lots will have constructed road frontage and no new housing entitlements will to be created. The land is to be continued to be used for its present use in agriculture.

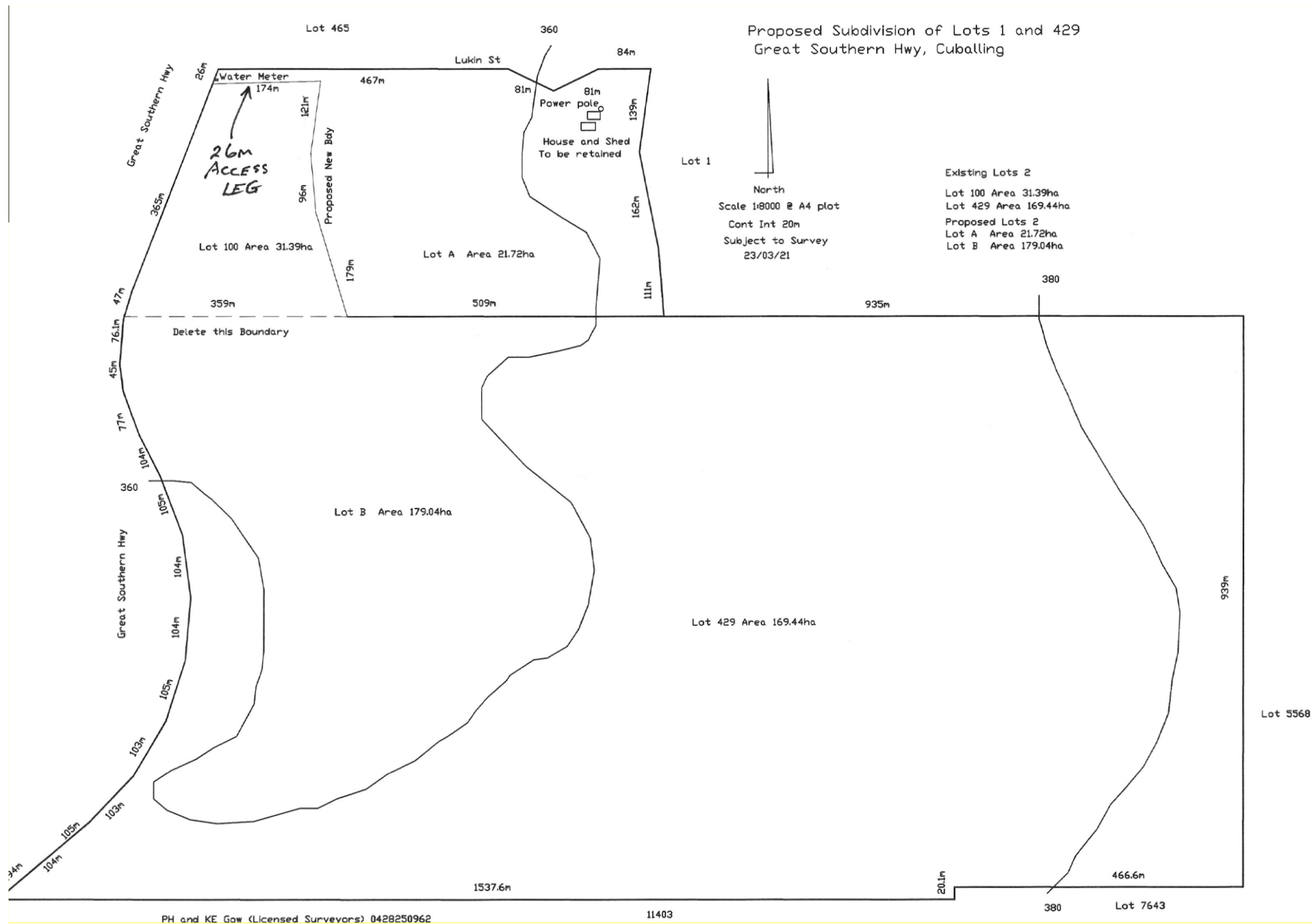
We request approval of the subdivision as presented.

Any questions do not hesitate to contact me.

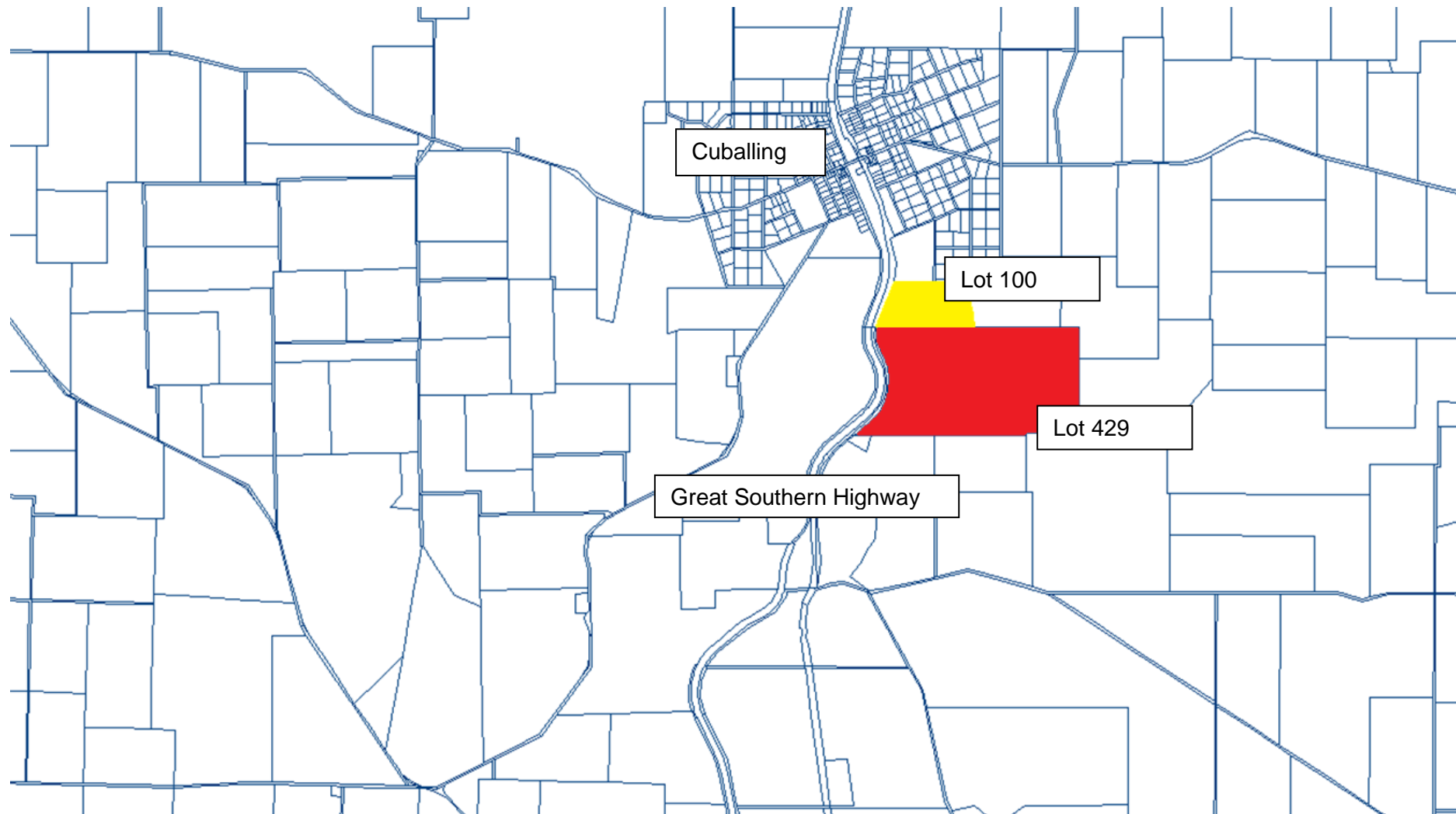
Regards

Peter Gow











## 9.2.2 Wheatbelt Secondary Freight Network – Formalising Commitment

Applicant:	N/A
File Ref. No:	ADM121
Disclosure of Interest:	Nil
Date:	10 <sup>th</sup> May 2021
Author:	Gary Sherry
Attachments:	9.2.2A WSFN Priority 1 - 5 Year Delivery Plan 9.2.2B WSFN MCA Priority 2 Route Commentary

### **Summary**

**Council is to consider formalising the commitment to delivering Council's identified projects in the Wheatbelt Secondary Freight Network's Priority 1 – 5-Year Delivery Plan.**

### **Background**

The Wheatbelt Secondary Freight Network (WSFN) in the WA Wheatbelt Region comprises some 4,400km of Local Government managed roads across 53 routes that connect with State and National highways to provide access for heavy vehicles into the region.

WSFN, as an organisation, consists of 42 LGs of the Wheatbelt region who have worked collaboratively for over 4 years to identify to secure \$187M of Federal, State and Local Government funding to improve secondary freight network routes on Local Government Roads in the Wheatbelt.

In 2019 the WSFN established a Steering Committee is to provide oversight and governance to the program. A Multiple Criteria Analysis (MCA) determined prioritisation of the routes for Priority 1 funding and associated projects over a 5-year delivery plan. This MCA provided a priority ranking of the 53 WSFN routes. The Priority 1 Proposed Routes were endorsed by Wheatbelt South and Wheatbelt North Regional Road Groups at their July 2020 Meetings as follows.

Routes	Priority 1 - Budget
1. Lancelin to Meckering	\$ 26,000,000
2. Dumbleyung to Nyabing	\$ 3,900,000
3. Cuballing to Wickepin	\$ 4,800,000
4. Dowerin to Dalwallinu	\$ 25,000,000
5. Merredin to Kondinin	\$ 15,300,000
6. Jurien Bay to Dalwallinu	\$ 25,600,000
7. Corrigin to Katanning	\$ 16,400,000
8. Cunderdin to Quairading (Pilot)	\$ 1,600,000
TOTAL	\$ 118,600,000

Capital works for projects along these routes commenced in the 2020/21 financial year. Over the course of the 2020/21 financial year the respective Councils developed a WSFN Priority 1 - 5 Year Delivery Plan of specific projects each year for the total project duration of 5 years along their nominated route.

The overall WSFN Priority 1 - 5 Year Delivery Plan and each Council's suite of projects was endorsed by WSFN Steering Committee and approved by the RRG in March 2021.

The Shire of Cuballing's component of the WSFN 5-Year Delivery Plan is included at Attachment 9.2.2A *WSFN Priority 1 - 5 Year Delivery Plan*.

The WSFN Steering Committee is in the process of presenting the Priority 1 - 5 Year Delivery Plan information to Main Roads WA for inclusion in the WSFN Project Planning Report (PPR)



due for update for projects commencing in July 2021. The Plan envisages completion of Priority 1 Routes by end 2024/25 Financial Year.

Moving forward, the WSFN Steering Committee is working with the relevant individual Councils and verifying their commitment to the WSFN Priority 1 – 5 Year Delivery Plan for incorporation within their future capital works budgets. The funding break-down for each project is 80% Federal Government, 13.3% State Government and 6.7% Local Government.

Claims for payment will be submitted to Main Roads WA Wheatbelt Region in a similar manner to RRG claims on a 40:40:20 basis. The final 20% claim will only be approved following WSFN Project Manager sign off.

Further work is currently being undertaken with relevant LGs to determine routes for Priority 2 funding. This includes development of individual projects with detailed scope of works and budgets for inclusion in WSFN Priority 2 - 5 Year Delivery Plan. It is envisaged this will be presented to Steering Committee and RRG in July 2021, with works commencing in the financial year 2022/23 and completion 2026/27.

The Priority 2 Routes would entail the remaining approximately \$67M of the \$187M. The nominal Priority 2 Routes have been identified in Attachment 9.2.2B *WSFN MCA Priority 2 Route Commentary*. The initial total cost estimate of Priority 1 and 2 Routes is \$184M, however the Steering Committee believe it prudent to determine detailed project budgets before ultimately approved Priority 2 Routes.

#### Comment

The WSFN 5-Year Delivery Plan, included at Attachment 9.2.2A WSFN Priority 1 - 5 Year Delivery Plan, has been updated to reflect improved costing data completed by staff. This update plan has been submitted to WSFN network for approval.

The CEO has been appointed to the WSFN PTT.

#### Strategic Implications

Shire of Cuballing Strategic Community Plan 2017-2027

ECONOMY - Our Economy, Infrastructure, Systems and Services.

Goals

- Transport systems that are functional, efficient, economical and safe, coupled with continuous improvement to meet the safety and amenity needs of the community.
- Managing community assets in a whole of life and economically sustainable manner.
- Promoting sustainable and diverse economic development opportunities that make the Shire of Cuballing an attractive place to live, work and visit.

	Strategy	Outcome
3.3	Deliver and advocate for a diverse and safe transport system which is efficient and meets the needs of all users.	A diverse and safe transport system that balances the needs of all users including pedestrians, cyclists, private vehicles, public transport and freight.
3.4	Create and strengthen partnerships to advocate for and deliver community facilities, and services and major infrastructure.	The community has access to a range of education, health, cultural, recreational and transport opportunities to maximise their potential.

Officers from LGs with prioritised projects will be essential to ensure successful delivery of individual projects. This will provide a great opportunity for knowledge sharing and



collaboration across the region. It will allow members of the PTT to undertake both informal and formal training of LGA staff to upskill and improve their technical capacity. Where possible neighbouring LGs will be encouraged to share technical, workforce and plant resources to assist in the efficient on-ground delivery of individual projects.

Statutory Environment – Nil

Policy Implications – Nil

#### Financial Implications

Local Governments with projects approved over the course of the WSFN program will be required to contribute approximately 7% of each individual project's total cost. The remaining funding will be provided by Federal Government 80% and State Government 13%.

WSFN projects in the Shire of Cuballing will be funded in the following way:

Year	Federal	State	Shire of Cuballing	Total
2020-21	254,400	41,340	22,260	318,000
2021-22	956,651	155,456	83,707	1,195,813
2022-23	1,054,962	171,431	92,309	1,318,703
2023-24	1,023,594	166,334	89,564	1,279,492
2024-25	1,121,196	182,194	98,105	1,401,495
<b>Total</b>	<b>4,410,803</b>	<b>716,755</b>	<b>385,945</b>	<b>5,513,503</b>

WSFN projects in the Shire of Cuballing will include the following expenditure:

Component	2020-21	2021-22	2022-23	2023-24	2024-25	Total
Contractors	318,000	701,622	723,496	632,526	716,117	3,091,761
Materials		90,842	98,342	111,646	102,366	403,196
Wages		88,800	99,900	101,288	101,288	391,275
PWO		125,208	140,859	142,815	142,815	551,698
Plant Op		103,386	118,007	122,683	124,383	468,459
Plant Depn		35,441	40,418	41,738	42,413	160,008
Inflation		-	36,631	69,162	110,644	216,437
Contingency		50,515	61,051	57,635	61,469	230,670
<b>Total</b>	<b>318,000</b>	<b>1,195,813</b>	<b>1,318,703</b>	<b>1,279,492</b>	<b>1,401,495</b>	<b>5,513,503</b>

#### Economic Implication

The WSFN projects will be delivered to the most important freight networks in the Shire of Cuballing. This will provide long term economic benefit to the industries, based within and outside the Shire of Cuballing.

#### Social Implication

The WSFN will deliver improved roads within the Shire of Cuballing, improving road safety for both freight users and local residents.

#### Environmental Considerations

The Shire of Cuballing will need to obtain clearing permits to complete most of the WSFN projects.



## Consultation

WSFN

## Options

Council may resolve:

1. the Officer's Recommendation; or
2. the Officer's Recommendation with minor amendment; or
3. to defer consideration and seek further information from staff prior to deciding this matter.

## Voting Requirements – Simple Majority

### **COUNCIL DECISION 2021/050:**

**That Council, in accordance with previously endorsed WSFN Governance Plan:**

1. **receives the WSFN Priority 1 – 5-Year Delivery Plan Program included at Attachment 9.2.2A;**
2. **formalises their commitment to delivering Council's identified projects in the WSFN Priority 1 – 5-Year Delivery Plan included at Attachment 9.2.2A; and**
3. **commits to considering Council's identified projects in their future Capital Works Budgets as outlined in the WSFN Priority 1 – 5-Year Delivery Plan, included at Attachment 9.2.2A, as part of Council's annual budget development and adoption processes.**

**Moved: Cr Dowling**

**Seconded: Cr Ballantyne**

**Carried 6/0**



**WSFN**  
**Cuballing 5 Year Delivery Plan**

LG	Road	Start SLK	End SLK	Length KM	Project Phase	Proposed Scope of Works	Route	YEAR	YEAR	YEAR	YEAR	YEAR	TOTAL
								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	
Cuballing	Cuballing East Rd	0	9	9	Development	Preliminary Works (Clearing Permit, Geotechnical Investigation of Pavement and Subgrade Materials and Soil Testing and Report, Gravel Materials Supply Investigation and Soil Testing, Pavement Design, Feature Survey and Geometric Design, Dial - A - Dig / Locate Underground Services, Tendering Costs)	WK-CB	\$78,000					
Cuballing	Cuballing East Rd	0	18.11	18.11	Development	Carry out Removal of Regrowth Vegetation within the Maintenance Zone	WK-CB	\$220,000					
Cuballing	Cuballing East Rd	0	18.11	18.11	Development	Preliminary Work (Clearing Permit to remove original trees impacting the Upgraded Carriageway and Drainage width & Clearing Permit Offset Costs - via either Revegetation Offset costs or Payment to DWER's Revegetation Offset Fund)	WK-CB	\$20,000	\$82,000				
Cuballing	Cuballing East Rd	9	18.11	9.11	Development	Preliminary Works (Clearing Permit, Geotechnical Investigation of Pavement and Subgrade Materials and Soil Testing and Report, Gravel Materials Supply Investigation and Soil Testing, Pavement Design, Feature Survey and Geometric Design, Dial - A - Dig / Locate Underground Services, Tendering Costs)	WK-CB		\$53,000				
Cuballing	Cuballing East Rd	0.1	4.55	4.45	Construction	Reconstruction / Upgrade Works to achieve a minimum 11.0m carriageway and 8.0m seal width and deeper stronger pavement on sections from SLK 0.10 - 2.89 & 3.89 - 4.21 - totalling 3.11km. Upgrade works includes stabilisation of 424m <sup>2</sup> of subgrade in sections showing evidence of shoving, and stabilisation of 22,400m <sup>2</sup> of existing pavement (subbase) in sections showing evidence of medium to heavy rutting. Overlay these sections full width with a minimum 100 thick gravel basecourse pavement layer and wetmix with Recycling Machine, correcting surface shape through curved sections. Includes extending Culverts and installing new End Treatments. Recondition Shoulders to achieve a minimum 11m carriageway width on sections where pavement and surfacing is currently in good condition - from SLK 2.89 - 3.89 & 4.21 - 4.55 - totalling 1.34km. Upgrade the following T-Junction intersections by widening out and resurfacing: Bullara St (Chip Seal Surface ONLY) at SLK 0.47; Munro St (Chip Seal Surface ONLY) at SLK 0.99; and Parsons Rd (Chip Seal and Asphalt Wear Course Surface) at SLK 1.86.	WK-CN		\$1,060,813				\$1,060,813



LG	Road	Start SLK	End SLK	Length KM	Project Phase	Proposed Scope of Works	Route	YEAR 2020-2021	YEAR 2021-2022	YEAR 2022-2023	YEAR 2023-2024	YEAR 2024-2025	TOTAL
Cuballing	Cuballing East Rd	4.55	8.51	3.96	Construction	Reconstruction / Upgrade Works to achieve a minimum 11.0m carriageway and 8.0m seal width and deeper stronger pavement on sections from SLK 4.55 - 8.51 - totalling 3.96km. Upgrade works includes stabilisation of 530m <sup>2</sup> of subgrade in sections showing evidence of shoving, and stabilisation of 26,250m <sup>2</sup> of existing pavement (subbase) in sections showing evidence of medium to heavy rutting. Overlay these sections full width with a minimum 100 thick gravel basecourse pavement layer and wetmix with Recycling Machine, correcting surface shape through curved sections. Includes extending Culverts and installing new End Treatments. Upgrade the following T-Junction intersection by widening out and resurfacing: Wardering Rd (Chip Seal and Asphalt Wear Course) at SLK 7.09.	WK-CN			\$1,231,203			\$1,231,203
Cuballing	Cuballing East Rd	0.1	4.55	4.45	Construction	Apply Final Seal to Reconstruction Work completed in the 2021/22 Yr	WK-CN			\$87,500			\$87,500
Cuballing	Cuballing East Rd	8.51	13.5	4.99	Construction	Reconstruction / Upgrade Works to achieve a minimum 11.0m carriageway and 8.0m seal width and deeper stronger pavement on sections from SLK 8.51 - 10.49 & 11.17 - 12.70 & 13.26 - 13.50 - totalling 3.75km. Upgrade works includes stabilisation of 636m <sup>2</sup> of subgrade in sections showing evidence of shoving, and stabilisation of 3,300m <sup>2</sup> of existing pavement (subbase) in sections showing evidence of medium to heavy rutting. Overlay these sections full width with a minimum 100 thick gravel basecourse pavement layer and wetmix with Recycling Machine, correcting surface shape through curved sections. Includes extending Culverts and installing new End Treatments. Recondition Shoulders to achieve a minimum 11m carriageway width and Reseal with a 14mm single coat Seal on sections - from SLK 10.49 - 11.17 & 12.70 - 13.26 - totalling 1.24km. Upgrade the following T-Junction intersections by widening out and resurfacing: Short Rd (Chip Seal and Asphalt Wear Course Surface) at SLK 8.75; and Pauley Rd (Chip Seal and Asphalt Wear Course Surface) at SLK 10.85.	WK-CN				\$1,168,612		\$1,168,612
Cuballing	Cuballing East Rd	4.55	8.51	3.96	Construction	Apply Final Seal to Reconstruction Work completed in the 2022/23 Yr	WK-CN				\$110,880		\$110,880



LG	Road	Start SLK	End SLK	Length KM	Project Phase	Proposed Scope of Works	Route	YEAR	YEAR	YEAR	YEAR	YEAR	TOTAL	
								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025		
Cuballing	Cuballing East Rd	13.5	18.11	4.61	Construction	Reconstruction / Upgrade Works to achieve a minimum 11.0m carriageway and 8.0m seal width and deeper stronger pavement on sections from SLK 13.72 - 18.11 - totalling 4.39km. Upgrade works includes stabilisation of 424m <sup>2</sup> of subgrade in sections showing evidence of shoving, and stabilisation of 13,350m <sup>2</sup> of existing pavement (subbase) in sections showing evidence of medium to heavy rutting. Overlay these sections full width with a minimum 100 thick gravel basecourse pavement layer and wetmix with Recycling Machine, correcting surface shape through curved sections. Includes extending Culverts and installing new End Treatments. Recondition Shoulders to achieve a minimum 11m carriageway width on sections where pavement and surfacing is currently in good condition - from SLK 13.50 - 13.72 - totalling 0.22km.	WK- CN						\$1,174,975	\$1,174,975
Cuballing	Cuballing East Rd	8.51	18.11	9.6	Construction	Apply Final Seal to Reconstruction Work completed in the 2023/24 Yr and the 2024/25 Yr	WK- CN						\$226,520	\$226,520
								\$318,000	\$1,195,813	\$1,318,703	\$1,279,492	\$1,401,495	\$5,513,503	





# MEMO

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**TO:** WSFN Steering Committee

**FROM:** Garrick Yandle – WSFN Project Technical Director

**DATE:** January 2021

**SUBJECT:** WSFN Stage 2 Priority Route Commentary

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## Revised MCA Overview

The following provides an overview of the WSFN Stage 2 Priority Route Funding. This takes into account routes being funded via Stage 1A and Stage 1B relative to total available funding, as well as the Revised MCA Technical Report (Infralink, June 2020).

## Funding

The following funding and various sources has been approved for WSFN for capital works as follows:

WSFN	Stage 1	Stage 2	Total
<b>Funding</b>	\$87.5M	\$100M	\$187.5M
<b>Federal (ROSI)</b>	\$70M	\$80M	\$150M
<b>State</b>	\$11.7M	\$13.3M	\$25M
<b>LG</b>	\$5.8M	\$6.7M	\$12.5M
<b>Date</b>	May 2019	October 2020	

Projects for Stage 1 have been funded to a total of \$120M as follows to be delivered via 5-Year Delivery Plan 2020/21 – 2024/24.

Route	Indicative Value	Budget
1. Lancelin to Meckering	\$ 27,000,000	19/20 Project Development Process
2. Dumbleyung to Nyabing	\$ 5,000,000	Initial 17/18 information
3. Cuballing to Wickepin	\$ 3,000,000	Initial 17/18 information
4. Dowerin to Dalwallinu	\$ 21,000,000	Initial 17/18 information
5. Merredin to Kondinin	\$ 14,000,000	Initial 17/18 information and 19/20 Project Development Process
6. Jurien Bay to Dalwallinu	\$ 26,000,000	19/20 Project Development Process
7. Corrigin to Katanning	\$ 14,000,000	Initial 17/18 information
STAGE 1 TOTAL	\$ 110,000,000	

This leaves approximately \$60M available for Stage 2 up to a cumulative total of \$180M with contingency and Project Development of \$7.5M.





## Route Priority Ranking

Following the identification of Stage 1 routes, further interrogation of the MCA Priority Route listing was undertaken by the Technical Committee. This included investigation and clarification of eligibility of specific routes. Liaison was also undertaken with relevant LGs to rationalise specific routes.

An updated MCA Priority Route listing is shown in the table below. It should be noted that routes that currently have unsealed sections were action not considered by funding for Stage 2. Hence their priority ranking will become 3 or lower.





MCA Results Summary Table																
Category		Utilisation				Condition						Total Score	Rank	Priority Level	Cost Estimate	Cumulative Cost Estimate
Criterion		Ave. ESA		Ave. ADT		Underwidth		KSI/1000km		TSD > 500						
Weight		35%		15%		25%		15%		10%						
Route #	Route Name	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score					
8	Lancelin to Meckering Route - Aglime Route 2	478	5	250	5	48%	3	3.5	3	16%	3	4.00	1	Priority 1	\$ 26,275,956	\$ 26,275,956
48	Dumbleyung to Nyabing Route	108	5	106	3	95%	5	0.0	1	22%	4	4.00	2	Priority 1	\$ 3,874,381	\$ 30,150,337
1	Jurien Bay to Dalwallinu Route- AG Lime Route 4	143	5	124	4	43%	3	0.0	1	7%	2	3.45	3	Priority 2	\$ 25,575,010	\$ 55,725,347
37	Cuballing to Wickepin Route	134	5	115	3	45%	3	9.4	5	11%	2	3.90	4	Priority 1	\$ 4,811,219	\$ 60,536,566
5	Dowerin to Dalwallinu Route	173	5	179	5	42%	3	0.0	1	20%	4	3.80	5	Priority 1	\$ 25,056,831	\$ 85,593,397
17	Merredin to Kondinin Route	96	4	161	5	25%	2	5.1	4	20%	4	3.65	6	Priority 1	\$ 15,297,910	\$ 100,891,307
28	Corrigin to Katanning Route	89	4	120	4	42%	3	5.4	4	18%	3	3.65	7	Priority 1	\$ 16,353,649	\$ 117,244,956
31	Narrogin to North Bannister Route	110	5	434	5	45%	3	14.6	5	10%	2	4.20	8	Priority 2	\$ 11,576,680	\$ 128,821,636
3	Regans Ford to Miling Route	132	5	213	5	15%	2	8.1	5	12%	2	3.95	9	Priority 2	\$ 7,398,500	\$ 136,220,136
7	Nungarin to Wialki Route	193	5	149	4	13%	2	0.0	1	30%	5	3.50	10	Priority 2	\$ 3,103,900	\$ 139,324,036
21	Dangin to Kweda Route	86	4	92	3	61%	4	0.0	1	34%	5	3.50	11	Priority 2	\$ 3,352,000	\$ 142,676,036
9	Cunderdin to Koorda Route	65	3	98	3	63%	4	1.8	2	29%	5	3.30	12	Priority 2	\$ 13,246,200	\$ 155,922,236
12	Gingin to Northam Route	56	3	252	5	26%	2	7.5	5	6%	2	3.25	13	Priority 2	\$ 11,806,000	\$ 167,728,236
49	Kukerin to Albany Route	122	5	104	3	21%	2	0.0	1	21%	4	3.25	14	Priority 2	\$ 3,364,050	\$ 171,092,286
22	Corrigin to Bruce Rock Route	63	3	141	4	11%	2	9.6	5	15%	3	3.20	15	Priority 2	\$ 1,322,000	\$ 172,414,286
45	Collie to Changerup Route	92	4	128	4	15%	2	5.5	4	6%	1	3.20	16	Priority 2	\$ 4,189,700	\$ 176,603,986
52	Northam town access from Great Eastern Highway	503	5	1277	5	0%	1	0.0	1	0%	3	3.20	17	Priority 2	\$ 1,001,850	\$ 177,605,836
26	Wandering to Aldersyde Route	60	3	235	5	33%	3	0.0	1	12%	3	3.00	18	Priority 2	\$ 6,668,800	\$ 184,274,636
30	Hyden to Noresman Route	86	4	161	5	100%	5	7.4	5	14%	3	4.45	19	Priority 3	\$ 18,240,000	\$ 202,514,636
43	Wagin to Albany Highway Route	78	4	385	5	66%	4	4.2	3	24%	5	4.10	20	Priority 3	\$ 7,550,000	\$ 210,064,636
11	Indian Ocean Drive to Brand Highway Route - Aglime Route 1	916	5	1142	5	0%	1	41.2	5	11%	2	3.70	21	Priority 3	\$ 1,012,800	\$ 211,077,436
10	Warralakin to Burracoppin Route	146	5	119	3	0%	1	0.0	1	28%	5	3.10	22	Priority 3	\$ 5,260,800	\$ 216,338,236
46	Darkan to Moodiarrup Route	68	3	132	4	51%	3	4.5	3	10%	2	3.05	23	Priority 3	\$ 2,447,950	\$ 218,786,186
4	Wongan Hills to Bullfinch Route	89	4	98	3	23%	2	1.5	2	20%	4	3.05	24	Priority 3	\$ 24,430,400	\$ 243,216,586
42	Williams to Darkan Route	63	3	162	5	0%	1	11.3	5	10%	2	3.00	25	Priority 3	\$ 6,602,500	\$ 249,819,086
39	Harrismith to Kuender Route	54	3	90	3	50%	3	4.0	3	8%	2	2.90	26	Priority 3	\$ 10,327,500	\$ 260,146,586
13	Cunderdin to Quairading Route	86	4	92	3	25%	2	0.0	1	17%	3	2.80	27	Priority 3	\$ 4,070,000	\$ 264,216,586
29	Hyden to Woolocutty Route	25	2	86	3	87%	5	0.0	1	10%	2	2.75	28	Priority 3	\$ 4,800,000	\$ 269,016,586





44	Wagin to Wickepin Route	53	3	46	2	47%	3	0.0	1	29%	5	2.75	29	Priority 3	\$ 6,309,700	\$ 275,326,286
23	Corrigin to South Kumminin Route	96	4	68	2	8%	2	0.0	1	16%	3	2.65	30	Priority 3	\$ 1,402,570	\$ 276,728,856
34	Karlgarin to Lake Grace Route	49	2	79	2	74%	4	0.0	1	31%	5	2.65	31	Priority 3	\$ 8,651,950	\$ 285,380,806
6	Kellerberrin to Beacon Route	46	2	99	3	6%	2	3.2	3	19%	4	2.50	32	Priority 4	\$ 4,818,045	\$ 290,198,851
51	Newdegate to Dunn Rock Route	18	1	28	1	98%	5	3.2	3	0%	3	2.50	33	Priority 4	\$ 12,978,000	\$ 303,176,851
15	Kellerberrin to Babakin Route	48	2	46	2	46%	3	2.7	2	18%	4	2.45	34	Priority 4	\$ 12,023,036	\$ 315,199,887
35	Hyden to Newdegate (Western) Route	41	2	41	2	66%	4	0.0	1	0%	3	2.45	35	Priority 4	\$ 10,120,600	\$ 325,320,487
38	Kulin to Holt Rock Route	22	1	51	2	88%	5	0.0	1	21%	4	2.45	36	Priority 4	\$ 14,172,500	\$ 339,492,987
41	Narrogin to Harris Smith Route	20	1	105	3	77%	4	4.3	3	10%	2	2.45	37	Priority 4	\$ 7,401,000	\$ 346,893,987
27	Bulyee to Tincurrin Route	27	2	23	1	41%	3	6.6	4	11%	2	2.40	38	Priority 4	\$ 9,576,720	\$ 356,470,707
50	Newdegate to Jacup Route	50	2	36	1	65%	4	0.0	1	21%	4	2.40	39	Priority 4	\$ 7,657,800	\$ 364,128,507
53	Corrigin to Hyden Route (via Bendering)	36	2	4	1	121%	5	0.0	1	0%	1	2.35	40	Priority 4	\$ 23,230,000	\$ 387,358,507
16	Doodlakine to Hyden Route	31	2	80	2	35%	3	2.3	2	14%	3	2.35	41	Priority 4	\$ 18,186,610	\$ 405,545,117
18	Bruce Rock to Moorine Rock Route	53	3	43	2	40%	3	0.0	1	6%	1	2.35	42	Priority 4	\$ 15,708,500	\$ 421,253,617
32	Pingelly to Wickepin Route	35	2	158	4	13%	2	3.0	2	11%	2	2.30	43	Priority 5	\$ 7,764,000	\$ 429,017,617
2	Burakin to Wialki Route	44	2	62	2	41%	3	0.0	1	15%	3	2.20	44	Priority 5	\$ 7,358,000	\$ 436,375,617
47	Boyup Brook to Arthur River Route	52	3	115	3	0%	1	0.0	1	17%	3	2.20	45	Priority 5	\$ 1,651,400	\$ 438,027,017
40	Kulin to Tarin Rock Route	16	1	29	1	67%	4	0.0	1	31%	5	2.15	46	Priority 5	\$ 6,059,000	\$ 444,086,017
19	Bruce Rock to Wogarl Route	40	2	28	1	14%	2	0.0	1	25%	5	2.00	47	Priority 5	\$ 2,274,000	\$ 446,360,017
33	Wickepin to Corrigin Route	39	2	97	3	9%	2	0.0	1	8%	2	2.00	48	Priority 5	\$ 508,000	\$ 446,868,017
36	Hyden to Newdegate (Eastern) Route	21	1	39	1	51%	3	0.0	1	27%	5	1.90	49	Priority 5	\$ 13,035,700	\$ 459,903,717
14	Kellerberrin to Yotting Route	0	1	0	1	9%	2	0.0	1	15%	3	1.45	50	Priority 5	\$ 1,156,005	\$ 461,059,722
20	Beverley to Corrigin Route	0	1	0	1	49%	3	4.5	3	17%	3	2.00	51	Rationalised	\$ 3,057,500	\$ 464,117,222
25	Bannister to Pingelly Route	25	2	146	4	63%	4	0.0	1	20%	4	2.85	52	Rationalised	\$ 16,104,000	\$ 480,221,222
24	York to Williams Route	26	2	61	2	56%	4	8.9	5	19%	4	3.15	53	Rationalised	\$ 13,804,175	\$ 494,025,397

\* TSD data was unavailable for noted routes, therefore routes were given a median score of 3

Significant unsealed portions





## Stage 2- Nominal Priority Routes

The following routes and their specific and relevant LGs are identified as the Stage 2 Nominal Priority Routes following on from the 7 Stage 1 Priority Routes.

8. Narrogin to North Bannister Route
9. Regans Ford to Miling Route
10. Nungarin to Wialki Route
11. Dangin to Kweda Route
12. Cunderdin to Koorda Route
13. Gingin to Northam Route
14. Kukerin to Albany Route
15. Corrigin to Bruce Rock Route
16. Collie to Changerup Route
17. Northam town access from Great Eastern Highway
18. Wandering to Aldersyde Route

It is recommended that the WSFN Project Manager work with these relevant LGs to ground truth their data and identify sections along the routes that require upgrading. From this the PM and the LGs will develop a detailed scope and budget for each LG to upgrade their specific roads on the Priority 2 routes. Once this data is collected and a comprehensive detailed budget developed the Technical Committee will make a recommendation for specific Stage 2 Priority Route Funding.

The Stage 2 Nominal Priority Routes, relevant LGs and specific roads are:

Route	LG	Roads
Narrogin to North Bannister	Narrogin	Lefroy Street Clayton Road Narrawine Road Wandering – Narrogin Road
	Cuballing	Wandering Narrogin Road
	Wandering	Wandering – Narrogin Road Wandering – Pingelly Road North Bannister – Wandering Road
Regans Ford to Miling	Dandaragan	Dandaragan Road Rowes Road Dandaragan Road
	Moora	Moora – Caro Road Dandaragan Street Gardiner Street Berkshire Valley Road Moora – Miling Road
Nungarin to Wialki	Nungarin	Nungarin North Road
	Mukinbudin	Nungarin North Road MacGregor Road Strugnell Street Mukinbudin – Wialki Road
Dangin to Kweda	Quairading	Dangin – Mears Road
	Brookton	Dangin – Mears Road
Cunderdin to Koorda	Cunderdin	Baxter Road Dunlop Street





		Cunderdin – Wyalkatchem Road
	Wyalkatchem	Cunderdin – Wyalkatchem Road Railway Terrace Town Access Road Honour Avenue Wyalkatchem - Koorda Road
	Koorda	Wyalkatchem - Koorda Road Aitken Road Railway Street
Gingin to Northam	Gingin	Moolianeenee Road
	Chittering	Dewars Pool - Bindoon Road
	Toodyay	Dewars Pool - Bindoon Rd Toodyay - Bindi Bindi Rd
Kukerin to Albany	Dumbleyung	Kukerin South Road Adams Road
Corrigin to Bruce Rock	Corrigin	Corrigin – Bruce Rock Road
	Bruce Rock	Corrigin – Bruce Rock Road
Collie to Changerup	West Arthur	Bowelling - Duranillin Road Moodiarup - Changerup Road
Northam Town Access	Northam	Yilgarn Avenue
Wandering to Aldersyde	Wandering	Wandering – Pingelly Road
	Pingelly	North Bannister - Pingelly Rd Park Street Review Street Aldersyde - Pingelly Rd
	Brookton	Aldersyde - Pingelly Rd Aldersyde North Rd

From this a 5-Year Delivery Plan for Stage 2 will be developed for these respective routes by Technical Committee in conjunction with the relevant LGs.

## Route Commentary

Various routes have been reviewed by the Technical Committee and subsequently the Steering Committee. The following outcomes have been agreed as of 8<sup>th</sup> February 2021.

### Quairading to Corrigin

- This was on the original list of routes agreed by WS, but it was never included on the map or dataset.
- Incorporate with Cunderdin to Quairading route to be a new route Cunderdin to Corrigin
- Incorporate updated data into MCA
  - Potentially fund this route via Stage 2 as it would also connect to Corrigin to Katanning route.

### Beverley - Corrigin Route

- Consisted of the following roads
  - Morbinning Road / Old Beverley Road (from Beverley townsite to Quairading – Corrigin Road)





- This road is partially sealed from some length, but remains unsealed for a significant portion.
- It is not really a Regional Distributor route, but more of a short-cut, or Local Distributor.
- What would be a more relevant Regional Freight Route in-line with WSFN ideology are the following roads:
  - Westdale Road (Westdale to Beverley)
  - Mawson Road (Beverley to Mawson)
- Joins Brookton Highway west of Brookton to Quairading-York Road west of Quairading
  - This is actually more reflective of "Dale to Mawson" Route.

Steering Committee liaised with Shire of Beverley requesting the removal of the Beverley - Corrigin Route, and its respective roads, from the WSFN route list, and

- An alternative route named "Dale to Mawson" Route consisting of the following roads be added to WSFN.
  - Westdale Road (Westdale to Beverley)
  - Mawson Road (Beverley to Mawson)

Meeting held with Shire's of Beverley, Brookton, Cuballing, Narrogin, Pingelly and Wandering to discuss rationalisation of routes within this area. Specifically, the rationalisation of 4 routes into 2 routes as follows:

- Narrogin to North Bannister
  - Remains
- Wandering to Aldersyde (via Wandering-Pingelly and North Bannister-Pingelly Roads)
  - Remains
- York to Williams
  - Removed
- Bannister to Pingelly (via North Wandering Road)
  - Removed



9.2.3	Shire of Cuballing and Shire of Wickepin Local Emergency Management Arrangements – 5 Year Review
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Applicant:	N/A
File Ref. No:	ADM233
Disclosure of Interest:	Nil
Date:	12 <sup>th</sup> May 2021
Author:	Gary Sherry
Attachments:	9.2.5A Shire of Cuballing and Wickepin Local Emergency Management Arrangements

### **Summary**

**Council is to consider endorsing reviewed Shire of Cuballing and Wickepin Local Emergency Management Arrangements.**

### **Background**

At the July 2013 Ordinary Meeting of Council the Shire of Cuballing withdrew from the Local Emergency Management Committee (LEMC) with the Shires of Cuballing, Wickepin and Narrogin and Town of Narrogin.

**COUNCIL DECISION:**

That the Shire of Cuballing join with Wickepin, and withdraw from the current LEMC to form a combined LEMC.

Moved: Cr Haslam

Seconded: Cr McDougall

Carried by Absolute Majority 5/0

At the April 2016 Ordinary Meeting, Council adopted new Local Emergency Management Arrangements (LEMA).

**COUNCIL DECISION:**

That Council adopts Draft Shire of Cuballing and Wickepin Local Emergency Management Arrangements included at Attachment 9.2.5A.

Moved: Cr Haslam

Seconded: Cr Ballantyne

Carried 6/0

Since April 2016 the LEMA have been reviewed and amended slightly on 5 occasions.

The Shire of Cuballing LEMA are nearing their review date. LEMA are required to be prepared and maintained by local government and the LEMA must undergo a major review every 5 years. For the Shire of Cuballing to remain compliant with the legislation they must be reviewed and tabled with SEMC by August 2021.

### **Comment**

The Shire of Cuballing and Shire of Wickepin LEMC considered the current LEMA arrangements at their meeting of 26<sup>th</sup> October 2020 and endorsed the arrangements.

### **Strategic Implications**

Shire of Cuballing Strategic Community Plan 2017-2027

SOCIAL - Our Community, Neighbourhoods, Recreation and Culture.

Goals

- A healthy and caring community which has strong support for all ages and abilities.



- A safe community where residents feel secure and comfortable at home, work and play.

	Strategy	Outcome
1.3	Encourage and support volunteers and community groups.	Active and growing volunteer and community groups.
1.7	Create and maintain a safe environment for the community.	A feeling of safety within our neighbourhoods and a sense of being looked out for.

### Statutory Environment

Section 36 of the Emergency Management Act 2005 requires that a local government is to ensure effective local emergency arrangements are in place.

Policy Implications – Nil

Financial Implications – Nil

Economic Implication – Nil

### Social Implication

Effective LEMA will reduce the impact of disasters on the local community.

Environmental Considerations – Nil

### Consultation

Shire of Wickepin

Shire of Cuballing and Shire of Wickepin LEMC

### Options

Council may resolve:

1. the Officer's Recommendation
2. to endorse the LEMA with amendments. Any amendments will require the approval of the Shire of Wickepin and LEMC prior to submission to the SEMC; or
3. not endorse the LEMA at this time and direct staff to further review the LEMA.

Voting Requirements – Simple Majority

### **COUNCIL DECISION 2021/051:**

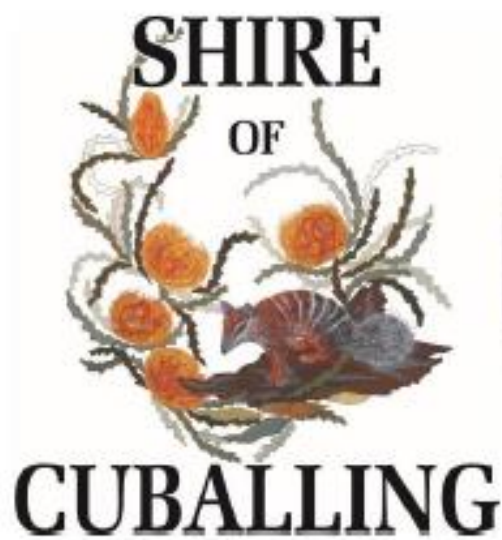
**That Council endorse the reviewed Shire of Cuballing and Shire of Wickepin Local Emergency Management Arrangements included at Attachment 9.2.5A.**

**Moved: Cr Hopper**

**Seconded: Cr Bradford**

**Carried 6/0**





# Local Emergency Management Arrangements 2020

LEMC endorsement date: 12/04/2016

Full review required: 2026

Maintained by: Executive Officer to LEMC



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

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## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

**Contents**

Certificate of Approval .....	6
Version Control .....	6
Disclaimer .....	8
Amendment Record .....	9
Distribution List .....	11
PART 1 – Introduction .....	12
Authority .....	12
Endorsement Date: .....	12
Area Covered .....	12
Profile .....	12
Wickepin .....	12
Purpose .....	12
Scope .....	12
Existing Plans and supporting documents .....	13
State plans and policy .....	13
Local Arrangements .....	13
Finance Arrangements .....	13
Local Government Responsibilities .....	14
Hazard Management Agency Responsibilities .....	14
Public Information .....	14
Local Emergency Operations Centres .....	14
PART 2 – Planning .....	15
Local Emergency Coordinator (LEC) .....	15
Local Emergency Management Committee (LEMC) .....	15
LEMC Functions and responsibilities: .....	15
LEMC Executive .....	15
Risk Register & Treatment Schedule .....	16
PART 3 – Response .....	17
Emergency Management Structure and Response levels .....	17
Emergency actions .....	17
HMA Combat and Supporting Agency Contact Details .....	18
Local Government Involvement in Response .....	18
Shires of Wickepin and Cuballing Incident Management .....	18



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Responsibilities .....	18
Incident Support Group (ISG).....	19
Community Evacuation Plans .....	19
Community Evacuation.....	19
(Refer to State EM Policy 5.7.8 and 5.7.9) .....	19
Evacuation Management.....	20
Media Management and Public Information.....	20
Public Warning Systems.....	20
Animals in Emergency.....	20
Vulnerable Groups .....	20
Community Evacuation Organisations and Responsibilities.....	21
Evacuation Centres .....	22
Welfare Support.....	23
Provision of Welfare Support.....	24
Department of Communities .....	24
PART 4 – Recovery .....	25
Area Covered .....	25
Purpose .....	25
Objectives .....	25
Scope.....	25
Related documents and arrangements .....	25
Local Government.....	25
State plans and policy .....	26
Local Recovery Resources .....	26
Financial arrangements.....	26
Financial preparation .....	27
Managing Donations.....	27
Roles and responsibilities .....	28
Local Recovery Coordinator (LRC).....	28
Local Recovery Coordinating Group (LRCG).....	28
Controlling Agency/ Hazard Management Agency.....	29
Determination of level of state involvement.....	29
State Recovery Coordinator .....	29
Assessment and Operational Recovery Planning .....	29



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

PART 5 – Testing, Exercising and Reviewing .....	31
Testing and Exercising.....	31
Schedule of Exercises.....	31
Review of this plan.....	31
ANNEX A: Glossary of Terms and Acronyms.....	32
ANNEX B: State and Local Emergency Management Arrangements.....	34
ANNEX C: Local Government Liaison Officer (LGLO) .....	35
ANNEX D: Local Government Welfare Liaison Officer (LWLO).....	37
ANNEX E: Hazards identified.....	38
ANNEX F: Vulnerable groups.....	40
ANNEX G: LEMC Members .....	41
ANNEX H – Suggested LEMC meeting business cycle .....	42
ANNEX I: Roles and responsibilities of the Local Recovery Coordinator (LRC).....	43
ANNEX J: Roles and functions of the Local Recovery Coordinating Group (LRCG).....	44
ANNEX K: Local Recovery Resources.....	45
Shire of Cuballing .....	45
ANNEX L: Suggested composition Local Recovery Coordinating Group and subcommittees .....	50
ANNEX N: Subcommittee Terms of Reference .....	52
ANNEX O: Operational Recovery Plan template.....	65
ANNEX P: Potential Recovery Governance Structures.....	68
ANNEX Q: (Suggested) MEDIA RELEASE - DONATIONS.....	69



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## Certificate of Approval

The Shires of Cuballing and Wickepin have joined together by mutual agreement for the purposes of emergency management. The Local Emergency Management Arrangements (LEMA) has been prepared by the Shires of Cuballing and Wickepin Local Emergency Management Committee to address their legislative responsibility under Section 36 and Section 41 of the Emergency Management Act 2005 and the Emergency Management Regulations 2006. The LEMA forms one part of a suite of documents collectively referred to as the Local Emergency Management Arrangements (LEMA).

The following documents are support plans and together with this plan will be known as the Shire of Cuballing and Shire of Wickepin Local Emergency Management Arrangements:

- Local Recovery Plan
- Risk Register and Treatment Schedule
- Contacts and Resources Register
- Local Emergency Management Arrangements for the Provision of Welfare Support (Department of Communities), known as the DC Local Welfare Plan.

In accordance with State Emergency Management Policy 2.5 and ADP5, arrangements have been endorsed and noted by the following entities:

Shire of Cuballing-Wickepin Local Emergency Committee – Endorsement 12/04/2016

Shires of Cuballing Council – Endorsement Resolution 21042016

Shire of Wickepin Council – Endorsement Resolution 20042016-09

Great Southern District Emergency Management Committee - Noting

State Emergency Management Committee - Noting.

Shires of Cuballing Wickepin Local Emergency Committee

Joint Chair Shire of Cuballing  
President Mark Conley

Date

Joint Chair Shire of Wickepin  
President Cr Julie Russell

Date

## Version Control



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Document Title	Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2016
Document Status	Version 1.0 2020
Location	Electronic versions of this document can be located within the internal electronic filing systems of the Shires of Cuballing and Wickepin
Date Finalised	25/05/2016
Date of Review	2026
Authors	Shire of Cuballing-Wickepin LEMC
Project Manager	John Lane WALGA



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

### Disclaimer

The Shires of Cuballing and Wickepin make no representations about the suitability of the information contained in this document or any material related to this document for any purpose. The document is provided without warranty of any kind to the extent permitted by law. The Shires of Cuballing and Wickepin hereby disclaims all warranties and conditions with regard to this information, including all implied warranties and conditions of merchantability, fitness for particular purpose, title and non-infringement. In no event shall the Shires of Cuballing or Wickepin be liable for any special, indirect or consequential damages resulting from the loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of information available in this document. The document or material related to this document could include technical inaccuracies or typographical errors.



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

**Amendment Record**

Suggestions and comments from the community and stakeholders can help improve the document.

Feedback can include:

- What you do or do not like about the document;
- Unclear or incorrect expression;
- Out of date information or practices;
- Inadequacies; and
- Errors, omissions or suggested improvements.

To forward feedback, copy the relevant section, mark the proposed changes and forward it to:

Chairperson  
Local Emergency Management Committee  
PO Box 19  
WICKEPIN WA 6370

The Chairperson will refer any correspondence to the LEMC for consideration and or approval.

Amendments promulgated are to be certified in the below table when updated.

AMMENDMENT		DETAILS OF AMENDMENT	AMENDED BY	Document Version
NUMBER	DATE		NAME	
1	25/05/2016	Update all references to State policy and procedures to reflect the adoption of the State EM Plan	J. Lane	1.1
2	25/05/2016	Update Glossary of Terms to reflect State EM Glossary	J. Lane	1.1
3	27/10/2016	References to Yealering Primary School Bushfire Plan added P13, P38, P40	J.Lane	1.2
4	05/01/2017	Acronym SRC State Recovery Controller added to Annex A	J.Lane	1.3
5	05/01/2017	Amendment to State EM Policy relating to Directed Evacuation P22.	J.Lane	1.3



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

6	05/01/2017	Remove reference to Local Recovery Coordinating Group and replace with Local Recovery Coordinating Group as per SEMC Amendment Dec 2016	J.Lane	1.3
7	27/10/2017	Changes to government agency names	J.Lane	1.4
8	17/11/2020	Changes to Local Emergency Operations Centres.	M.Martin	1.5



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

**Distribution List**

Official copies of this document are distributed in pdf format only and are provided electronically to the organisations and individuals named below. Members of the public wishing to obtain a copy of this document can do so by application to either the Shire of Cuballing or Shire of Wickepin through the following email address: [enquiries@cuballing.wa.gov.au](mailto:enquiries@cuballing.wa.gov.au) or [admin@wickepin.wa.gov.au](mailto:admin@wickepin.wa.gov.au)

Note: Printed versions of the document may not be accurate.

Copies provided to	No. of copies
<b>Shire of Cuballing</b>	
Shire President (Joint Chair LEMC)	1
Chief Executive Officer Shire of Cuballing	1
Manager Works & Services	1
Chief Bushfire Control Officer	1
<b>Shire of Wickepin</b>	
Shire President (Joint Chair LEMC)	1
Chief Executive Officer	1
Manager Of Works	1
Chief Bushfire Control Officer	1
<b>LEMC membership</b>	
Narrogin Police Station	1
Wickepin Police Station	1
St John Ambulance Wickepin sub-branch	1
Department of Child Protection & Family Support Narrogin	1
Wickepin Health Centre	1
Department of Fire & Emergency Services Narrogin	1
Department of Parks & Wildlife Narrogin	1
Australian Red Cross Narrogin	1
<b>Other committees</b>	
Great Southern District Emergency Management Committee	1
State Emergency Management Committee	1



## PART 1 – Introduction

### Authority

The Shires of Cuballing and Wickepin have by mutual agreement, joined for the purposes of emergency management under Section 34(1) of the Emergency Management Act 2005. This plan has been prepared and endorsed by the Shires of Cuballing and Wickepin LEMC. They have been presented and endorsed by the Shire of Cuballing and the Shire of Wickepin Councils in compliance to the *Emergency Management Act 2005* s41. The Local Arrangements document has been tabled for noting with the Great Southern DEMC.

### Endorsement Date:

This plan was endorsed by the Shires of Cuballing and Wickepin LEMC on: 12/04/2016

### Area Covered

The Shires of Cuballing and Wickepin Local Emergency Management Arrangements have been prepared for the areas Gazetted as the Shire of Cuballing and the Shire of Wickepin Local Government Districts.

### Profile

#### Cuballing

The Shire of Cuballing is located 192 km southeast of Perth in the Upper Great Southern Region of Western Australia. The Shire of Cuballing Local Government District covers an area of 1,250 sq. km and supports a population of 894 persons. The Shire embraces the townships of Cuballing, Popanyinning and Yornaning.

#### Wickepin

The Shire of Wickepin is located 210 km south east of Perth and covers an area of 1,989 square kilometres. Wickepin has a population of 733 persons and is made up of five district areas: Wickepin, Yealering, Harrismith, Tincurrin and Toolibin. The town is a service centre for the rural community.

### Purpose

The purpose of this plan is to document:

1. The Shire of Cuballing and Wickepin's preparedness and capacity to support the effective management of an emergency that may impact on the local community;
2. The roles and responsibilities of public authorities and other agencies/stakeholders involved in emergency management in the Shire of Wickepin local government district;
3. A list of natural and technological hazards that may impact the local community;
4. Strategies and priorities for emergency management in the local government district; and
5. Other matters about emergency management in the local government district that either local government considers appropriate as outlined in this document.

### Scope

The scope of this document is to ensure that appropriate strategies are in place to minimise the adverse effects on the community and ensure the best possible outcomes are delivered for the



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

community in the long term. This document (LEMA) along with other supporting plans, perform a multi-faceted role in protecting the health, welfare, environment and economic well-being of the community. Consequently similar plans may require differentiated levels prioritisation in the process compared with other assets.

To ensure the best possible outcomes for the Shire of Cuballing and the Shire of Wickepin, key stakeholders and community, a comprehensive understanding of the hazards, community, environment and the interaction between consequences and resilience of the community are required.

The scope of this plan is limited to and includes:

- The geographical boundaries of the Shires of Cuballing and Wickepin;
- Existing Legislation, Plans and Local Laws;
- Statutory or agreed responsibilities;
- Support to and interface with other emergency management plans and agreements.

### Existing Plans and supporting documents

To enable integrated and coordinated delivery of emergency management support within the Shires of Cuballing and Wickepin, this document is consistent with State Emergency Management Policies (SEMP) and State Emergency Management Plans (Westplans). The flow chart in [Annex B](#) indicates the relationship between State plans and legislation, the Local Emergency Management Arrangements and other supporting plans and documents that together become the emergency management arrangements for the Shires of Cuballing and Wickepin.

### State plans and policy

SEMC Policy Statements guiding Local Government, and WestPlans and Support Plans, can be viewed on the OEM website [www.oem.wa.gov.au](http://www.oem.wa.gov.au)

### Local Arrangements

The following documents form the local emergency management arrangements for the Shires of Cuballing and Wickepin:

- Local Emergency Management Arrangements;
- Local Recovery Plan;
- Emergency Contact Directory;
- Resources Register;
- Risk Register and Treatment Schedule;
- Local Emergency Management Arrangements for the Provision of Welfare Support –Local Welfare Plan (Department of Communities);
- Shire of Wickepin Community Evacuation Plan;
- Shire of Wickepin Building and Structures Asset Management Plan;
- Yealering Primary School Bushfire Plan 2016-17

### Finance Arrangements

State Emergency Management Policy outlines the responsibilities for funding during multi-agency emergencies. While recognizing the provisions of [State Emergency Management Procedure](#), the



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Shires of Cuballing and Wickepin are committed to expending such necessary funds within its current budgetary constraints as required to ensure the safety of its residents and visitors. The respective Chief Executive Officers should be approached immediately an emergency event requiring resourcing by the either Shire occurs to ensure the desired level of support is achieved.

## Local Government Responsibilities

### Local Emergency Management Committee

Under Section 38 of the Act, a local government is to establish one or more local emergency management committees for the local government district. The functions of a LEMC are described in [Part 7 of State EM Preparedness Procedures](#)

### Local government emergency management planning

[Section 41](#) of the Emergency Management Act 2005 sets out the responsibilities of local government to prepare local emergency management arrangements for its district.

## Hazard Management Agency Responsibilities

The role of Hazard Management Agencies (HMA) is described in Sections 4 and 5 of the Emergency Management Act 2005.

## Public Information

The HMA is responsible for disseminating public information during an emergency. Public information is to be dealt with under [The State Emergency Management Plan with reference to Section 5 Response](#) and in Part 4 of the [State Emergency Response Procedures](#).

Once a formal transition from response to recovery has been agreed between the HMA and Local Government, local government will assume responsibility for disseminating public information to the affected community in accordance to the provisions of the [Local Government Act 1995](#) Section 2.8 and 5.4 (1)(f). Refer to the Local Recovery Plan for guidance.

## Local Emergency Operations Centres

The local EOC for an emergency will be designated by the HMA "Incident Manager". Where the HMA requests an alternate location for the EOC or where the primary location is non-operational, the following facilities are available if deemed appropriate for use:

Cuballing	Shire of Cuballing Administration Building 186 Campbell Street, Cuballing
Wickepin	Shire of Wickepin, Administration Building 77 Wogolin Road, Wickepin



## PART 2 – Planning

### Local Emergency Coordinator (LEC)

Under the *Emergency Management Act 2005* section 37, the LEC is appointed by the State Emergency Coordinator and is based in the Local Government district. At the local level the LEC has responsibility for providing advice and support to the LEMC in the development and maintenance of EM arrangements, and assisting the Hazard Management Agency in the provision of a coordinated multi-agency response during an emergency in the district.

For the Shire of Cuballing Local Government District, the LEC appointed is the Officer in Charge Narrogin Police Station.

For the Shire of Wickepin Local Government District, the LEC appointed is the Officer in Charge Wickepin Police Station.

### Local Emergency Management Committee (LEMC)

The Shires of Cuballing and Wickepin have established a joint LEMC to plan, administer and test these arrangements and other plans and documents that make up the local emergency management arrangements.

Membership of the LEMC is representative of the agencies, community groups, non-government organisations and other persons having been identified as possessing relevant emergency management knowledge or the agency or group they represent may have a role in resolving emergency events. For a complete list of LEMC member agencies refer to [Annex G](#).

### LEMC Functions and responsibilities:

The LEMC should follow a meeting and business cycle as recommended in Appendix 1 of ADP-5 Emergency management in Local Government. For direct reference to the schedule refer [Annex H](#).

### LEMC Executive

The Shires have agreed that the LEMC will meet twice yearly in the months of April and October. The April meeting of the LEMC will be hosted by the Shire of Cuballing and the October meeting of the LEMC hosted by the Shire of Wickepin.

Chair	The Shire President of the hosting Shire will assume the position of Chair of the LEMC.
Deputy Chair	The Shire Presidents of the Shires of Cuballing and Wickepin are the joint Deputy Chairs of the LEMC
Executive Officer	Shire Officer



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

### **Risk Register & Treatment Schedule**

In 2014 the LEMC presided over a risk management project to systematically identify and analyse natural and technological hazards likely to impact of the Shires of Cuballing and Wickepin local government districts. A risk register and treatment schedule has been compiled. Those hazards are listed at [Annex E](#). Further risk analysis will be undertaken as an ongoing process of the LEMC based on the AS/NZS ISO 31,000:2009 Risk Management Standard and processes outlined in the National Emergency Risk Assessment Guide and the WA Emergency Risk Management Guide (2015).



## PART 3 – Response

### Emergency Management Structure and Response levels

The Shires of Cuballing and Wickepin Emergency Management Arrangements are consistent with the *Emergency Management Act 2005* and the *Emergency Management Regulations 2006*, State Policy and plans as appropriate to local governments. When an emergency event occurs (storm, earthquake or other incident) the HMA will make an assessment of the severity or likely impact of the event and make an informed assessment of the level to be assigned as identified in the chart below. Local response refers to the level of support required by the event level assigned. Both Shires are equally committed to providing the appropriate level of support as is required by the Hazard Management Agency where reasonably practicable.

Event Level	Local Response
<b>Level 1</b> (No significant issues, single agency response, minimal community impact)	Provide such assistance as may be required to support the resolution of an incident at the local level including: <ul style="list-style-type: none"> <li>• Personnel</li> <li>• Equipment</li> <li>• Local knowledge and advice</li> </ul>
<b>Level 2</b> (Multi agency response, protracted duration, requires Coordination of multi-agency resources, medium impact, may be declared an Emergency Situation)	Provide such assistance as may be required to support the resolution of an incident at the local level including: <ul style="list-style-type: none"> <li>• Personnel</li> <li>• Equipment</li> <li>• Local knowledge and advice</li> </ul> Where an ISG is formed: <ul style="list-style-type: none"> <li>• Provide a Local Government Liaison Officer.</li> <li>• Make available to the HMA local facilities designated in this plan as evacuation centres.</li> </ul>
<b>Level 3</b> (Requires significant multi-agency response, significant impact on community, declaration of Emergency Situation or State of Emergency)	Provide such assistance as may be required to support the resolution of an incident at the local level including: <ul style="list-style-type: none"> <li>• Personnel</li> <li>• Equipment</li> <li>• Local knowledge and advice</li> </ul> Where an ISG or OASG is formed: <ul style="list-style-type: none"> <li>• Provide Local Government Liaison Officers.</li> <li>• Make available to the HMA local facilities designated in this plan as evacuation centres.</li> </ul>

### Emergency actions

Emergency events such as severe storms and cyclones have a lead time where the local government will receive warnings in the form of weather alerts or cyclone watch information from a number of sources. Other emergencies such as bush fires and earthquakes are rapid onset emergencies leaving little time for pre-planning. The local government officers responsible for emergency management will need to ensure that the local government reacts to emergencies in a timely and purposeful way.



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

To ensure a timely response to any of the hazards identified in [Annex E](#), local or district contact details for HMA and Combat and Supporting Agencies are listed below:

**HMA Combat and Supporting Agency Contact Details**

AGENCY NAME	LOCAL CONTACT NUMBER
WA Police Wickepin	9888 1100
WA Police Narrogin	9882 2555
DFES Narrogin	9881 3892 9881 3893
SES Narrogin	132500 or 0417 918 910
Parks & Wildlife Narrogin	9881 9200
Child Protection & Family Services	1800 622 258

HMAs and Controlling Agencies may require resources held by the local government and assistance to manage the emergency. The Shires of Cuballing and Wickepin are committed to providing assistance/support if the required resources are available.

**Local Government Involvement in Response**

The Shires of Cuballing and Wickepin will ensure that all staff members who have a designated role in emergency management receive adequate training to equip them for the role they are designated to undertake in an emergency situation.

Depending upon the incident, the Shires of Cuballing and Wickepin will each provide a Local Government Liaison Officer (LGLO) to attend the Incident Support Group (ISG) should one be called and to attend all subsequent meetings. The LGLO designated to attend will hold managerial status and be able to provide expert knowledge relevant to the incident.

**Shires of Wickepin and Cuballing Incident Management**

The successful resolution of any incident affecting the Shires of Cuballing or Wickepin is of paramount importance and must be responded to and resolved in a coordinated way. Senior personnel within the Shires of Cuballing and Wickepin must take responsibility for ensuring their respective Shire's response to an emergency event is coordinated and informed.

**Responsibilities**

- Ensuring planning and preparation for emergencies is undertaken;
- Implementing procedures that assist the community and emergency services deal with incidents;



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

- Ensuring that all personnel with emergency planning and preparation, response and recovery responsibilities are properly trained in their role;
- Reporting any matters likely to impact the Shire's systems and resources; and
- Keep appropriate records of incidents that have occurred to ensure continual improvement of the Shire's emergency response capability.

### Incident Support Group (ISG)

The ISG consists of a group of agency/organisation liaison officers, including the designated Emergency Coordinator, convened and chaired by a person appointed by the Controlling Agency to provide agency specific expert advice and support in relation to the response to an incident. The Incident Support Group's main function is to coordinate resources to assist the Incident Management Team/s responsible for direct combat of the emergency. The makeup and duties of the ISG are established and described in the [State EM Plan](#) with reference to Section 5 page 31 Response.

The Shires of Cuballing and Wickepin Liaison Officer will attend all meetings of the ISG as 'liaison officer' for their respective Shires and represent their local government on the Incident Support Group upon the request of the appointed Incident Controller.

The role of the nominated Liaison Officer is to liaise with the Incident Controller (HMA) and is described in [Annex C](#)

### Community Evacuation Plans

The Shires of Cuballing and Wickepin have developed a Community Evacuation Plan for their respective communities. For an electronic copy of the plan contact either Shire office.

### Community Evacuation

[\(Refer to State EM Policy 5.7.8 and 5.7.9\)](#)

Circumstances may arise where there may be the need to partially or totally evacuate or relocate the population of a particular area or areas within the Shires of Cuballing and Wickepin.

Evacuation can be either:

**Controlled** –The decision to undertake a controlled evacuation must be made by the controlling agency or an Authorised Officer who will also determine if the evacuation is to be recommended (voluntary) or directed (compulsory).

**Directed** - A HMA/Controlling Agency may issue a direction for people and/or animals to evacuate/be evacuated with which they are obliged to comply in circumstances where it is believed there is an imminent and real threat to life should they remain.

**Recommended** - A controlled evacuation whereby a HMA/Controlling Agency provides advice to members of a community that they evacuate, when the Incident Controller believes this represents the best option to mitigate the effects of an emergency on a community, based on the agency's risk assessment at that time, but where the risk is not perceived as extreme/imminent.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

All evacuations shall be managed in accordance with [The State EM Plan 5.3.2 Community Evacuation](#).

Reference can also be made to the [Western Australia Community Evacuation in Emergencies Guide](#).

### Evacuation Management

The decisions to evacuate during an emergency rest with the Incident Controller appointed by the HMA/ Controlling Agency. The Act allows the Hazard Management Officer or an authorised officer to direct the evacuation and removal of persons or animals from the emergency area or any part of the emergency area only during an emergency situation or state of emergency as outlined in Section 67 of the Act. In all other circumstances a HMA can only recommend that evacuation take place.

When evacuation or relocation is being considered, the Hazard Management or Controlling Agency will consult with the Department for Child Protection and Family Support to support an informed decision on evacuation and its management.

A decision on the need for evacuation will be made by the HMA. Evacuation will occur in a planned and safe manner. Local police will be requested to assist in the evacuation process.

### Media Management and Public Information

Communities threatened or impacted by emergencies have an urgent and vital need for information and direction relevant to their personal circumstances. There is the need for adequate, timely and accurate information that enables the community members to take appropriate actions to safeguard life and property. The provision of this information is the responsibility of the HMA. It is likely that individual agencies will want to issue media releases for their areas of responsibility (e.g. Water Corporation on water issues, Western Power on power issues, etc.) however, the release times, issues identified and content shall be coordinated through the ISG to avoid conflicting messages being given to the public.

### Public Warning Systems

The hazard management Agency controlling the response to the emergency will direct the release of public information via various sources and tools as listed below:

SEWS: - Standard Emergency Warning Signal. This is an electronic signal transmitted via radio immediately preceding an "Emergency Warning Message".

Emergency Alert: - A telephone based warning system which can capture all telephones within a specific geographic area.

Emergency warning messages: - Verbal messages transmitted by the electronic media.

### Animals in Emergency

The Shires of Cuballing and Wickepin have no capacity to arrange for the welfare of domestic animals. Horses evacuated by their owners during emergency may be housed at the Dryandra Regional Equestrian Centre Darcy Street, Cuballing. No formal arrangements are in place.

### Vulnerable Groups

Vulnerable groups may include the sick, elderly, children, Aboriginal people, culturally and linguistically diverse (CALD) people, FIFO workers and tourists. In addition town based organisations



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

catering for the most vulnerable in the community must come under consideration. For a comprehensive list of these community based vulnerable groups refer to [Annex F](#).

### Community Evacuation Organisations and Responsibilities

Agency / Task	Responsible person / position / agency
HMA/Controlling Agency	<ul style="list-style-type: none"> <li>• Management of the emergency incident</li> <li>• Warning messages to the affected community</li> <li>• Decisions affecting the evacuation of locations likely to be impacted by the emergency</li> <li>• The decision to evacuate a community or portions thereof</li> <li>• Evacuation route planning and traffic management</li> <li>• Road closures during emergencies</li> <li>• Identification of evacuation centres</li> <li>• Return of the evacuated community</li> </ul>
WA Police	<ul style="list-style-type: none"> <li>• Assist with evacuating the affected community</li> <li>• Assist with traffic management</li> </ul>
Shires of Cuballing and Wickepin	<ul style="list-style-type: none"> <li>• Liaise with Incident Controller</li> <li>• Participate in ISG and provide local support</li> <li>• Where an identified evacuation centre is a building owned and operated by the Shires of Cuballing and Wickepin, provide a liaison officer to support the DC</li> </ul>
Department for Child Protection & Family Support and the Shires of Cuballing and Wickepin	<ul style="list-style-type: none"> <li>• Identify appropriate evacuation centres in consultation with Incident Controller and Local Government</li> <li>• Receive evacuees and coordinate the provision of welfare for evacuees</li> </ul>
Property security	WA Police
Traffic management	WA Police initially then traffic contractors as appointed by MRWA or the Shires of Cuballing



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

	or Wickepin
Welfare	Department of Communities (DC), and the Shires of Cuballing or Wickepin

**Evacuation Centres**

Local government buildings suitable for use as evacuation centres have been identified and listed in this plan in the event an incident occurs.

The following tables details the welfare centres owned by the Shires of Cuballing and Wickepin available and deemed suitable for the purpose. The 'number of persons' figure indicates the number of evacuees that could comfortably sleep in the welfare centre and the registered building capacity has been used to identify the number of people either sitting or sleeping.

The DC will activate the Local Welfare Plan should the need for activation of a welfare centre be deemed necessary by the Incident Controller (IC). The Local Government Liaison Officer (LGLO) dispatched to the Emergency Operations Centre will arrange for the opening of an Evacuation Centre when requested to do so by the IC and/or DC.

**Shire of Cuballing Evacuation Centres (For contact details refer to Contacts and Resources Register)**

Building Name	Site Address	Capacity Seated	Capacity Sleeping	Contact details
Cuballing Recreation Centre	Campbell Street, Cuballing	100	30	1 <sup>st</sup> Contact Shire of Cuballing Administration Centre 2 <sup>nd</sup> Contact Gary Sherry CEO 3 <sup>rd</sup> Contact Bruce Brennan
Cuballing Hall	191 Campbell Street, Cuballing	150	50	As above
Dryandra Regional Equestrian Centre, Cuballing	Darcy Street, Cuballing	75	10	As above
Popanyinning Hall	Francis Street, Popanyinning	75	0	As above or Popanyinning General Store 9887 5033

**Shire of Wickepin Evacuation Centres (For contact details refer to Contacts and Resources Register)**



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Building Name	Site Address	Capacity Seated	Capacity Sleeping	Contact details
Wickepin Community Centre	Cnr Johnson and Campbell Streets Wickepin	500	250	1st Contact Mark Hook CEO 2 <sup>nd</sup> Contact Peter Vlahov Manager Works & Services
Harrismith Golf Club	Wickepin-Harrismith Rd, Harrismith	100	25	As above
Yealering Hall	Wickepin-Corrigin Rd, Yealering	190	50	As above or Yealering Ag Parts 9888 7095

The above local government owned buildings have been identified by the Shires of Cuballing and Wickepin as suitably constructed and equipped evacuation centres for use in emergencies meeting the requirements for sheltering of persons for up to 24 hours.

For other welfare centres refer to the DC Local Emergency Management Arrangements for the Provision of Welfare Support.

Note: The DC is to be contacted whenever an evacuation is considered as the Department has responsibility for the provision of welfare services to evacuees and management of registration and inquiry services using the Red Cross "Register. Find. Reunite" system and associated forms which can be located at <https://register.redcross.org.au>

The DC Local Welfare Plan contains details of all local government controlled Welfare Centres including building layout, facilities available and key holders.

### Welfare Support

The DC is responsible for to coordination of welfare support services and undertakes the provision of services to support the physical and psychological needs of a community affected by an emergency". This includes the functional areas of personal services, emergency accommodation, financial assistance, registration and inquiry services, emergency clothing, and personal requisites.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## Provision of Welfare Support

Welfare provisions are outlined in the [State EM Plan 5.5.4 Welfare](#).

The provision of welfare services shall be based on a two-tier response; local resources (Local Welfare Coordinator) followed by State support (State Welfare Coordinator).

## Department of Communities

Local Welfare Coordinator (DC):

The DC shall appoint a Local Welfare Coordinator who will liaise with the Local Welfare Liaison Officer for either Shire if one has been appointed for assistance in the coordination and provision of resources detailed in the abovementioned support plans.

Local Government Welfare Liaison Officer:

The Shire of Cuballing or the Shire of Wickepin will provide an officer to be Liaison/support between DC and the local government where a welfare centre has been established within either or both districts of the local government. The duties to be performed by the Local Government Welfare Officer are described in [Annex D](#):



## PART 4 – Recovery

### Area Covered

The Shire of Cuballing and Wickepin Local Recovery Plan has been prepared for the areas Gazetted as the Shire of Cuballing Local Government District and, the Shire of Wickepin Local Government District.

### Purpose

The purpose of this plan is to describe the arrangements for effectively managing recovery at the local level, including accountability and responsibility.

### Objectives

The objectives of this plan are to:

- Describe the roles, responsibilities, available resources and procedures for the management of recovery from emergencies for the Shire of Cuballing and Wickepin;
- Establish a basis for the coordination of recovery activities at the local level;
- Promote effective liaison between all Hazard Management Agencies (HMA), emergency services and supporting agencies, which may become involved in recovery management; and
- Provide a framework for recovery operations for the Shire of Cuballing and Wickepin.

### Scope

The scope of this recovery plan is not limited to the boundaries of either Shire as it is possible any emergency may affect the districts of either or both Shires. It details the general recovery arrangements for the respective communities and does not in any way detail how individual organisations will conduct recovery activities within their core business areas.

### Related documents and arrangements

The following documents are related to this plan

- Shire of Cuballing and Wickepin Local Emergency Management Arrangements
- Shire of Wickepin Resources and Contacts Register
- Shire of Cuballing Resources and Contacts Register
- Shire of Cuballing Asset Management Plan
- Shire of Wickepin Asset Management Plan
- Local Emergency Management Plan for the Provision of Welfare Support (Department of Communities), known as the DC Local Welfare Plan.

### Local Government

The Shire of Cuballing and Wickepin are required by State legislation Section 41 (4) Emergency Management Act 2005) to ensure that a Local Recovery Plan is prepared for its local government district within the local emergency management arrangements. This includes the identification of a Local Recovery Coordinator and other persons who may be called upon to act in that capacity upon the unavailability of the nominated Local Recovery Coordinator. In accordance with the



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

requirements, each local Government mentioned in this plan have nominated persons to act as Local Recovery Coordinator.

### State plans and policy

The State Emergency Management Plan in conjunction with the following supporting plans and guides:

Document Title	Document Owner
Western Australia Natural Disaster Relief and Recovery Arrangements (WANDRRA) <a href="#">Guide for Local Government</a>	Dept. of the Premier and Cabinet
<a href="#">Lord Mayor's Distress Relief Fund</a>	LMDRF Board

### Local Recovery Resources

The Local Recovery Coordinator for the Shire of Cuballing and Wickepin is responsible for determining the resources required for recovery activities in consultation with the Hazard Management Agency and Support Organisations. The Shire of Cuballing and Wickepin resources are identified in the Resources Register. The Local Recovery Coordinator (LRC) is responsible for coordinating the effective provision of activities, resources and services for the Shire of Wickepin should an emergency occur.

The resources available and contact details for recovery have been identified and are included in [Annex K](#).

### Financial arrangements

The primary responsibility for safeguarding and restoring public and private assets affected by an emergency rests with the asset owner, who needs to understand the level of risk and have appropriate mitigation strategies in place.

The Shires of Cuballing and Wickepin have arrangements in place to insure their assets. Assets are recorded and managed through the Roman II Asset Management System. The Shire of Wickepin has in place an Asset Management Plan.

The respective Chief Executive Officers and Managers will be involved early in the recovery process.

Through the Western Australian Natural Disaster Relief and Recovery Arrangements (WANDRRA) the State Government provides a range of relief measures to assist communities recover from an eligible natural event. The Shire of Wickepin and the Shire of Cuballing will make claims for recovery activities where they are deemed eligible under WANDRRA. More information regarding WANDRRA is available from the Department of Premier and Cabinet web page - link - <http://www.dpc.wa.gov.au/DPCFunctions/ReliefAndRecovery/Pages/Default.aspx>.

The Department of the Premier and Cabinet, as the State Administrator, may activate WANDRRA for an eligible event if the estimated cost to the State of eligible measures is anticipated to exceed the Small Disaster Criterion (currently set at \$240,000).

Wherever possible, State Government resources and services will be provided in accordance with a public authority's existing statutory and contractual responsibilities, policies or plans.



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Any recommendations for the implementation of assistance measures outside existing policies must be submitted to the Premier for consideration.

## Financial preparation

The Shires of Cuballing and Wickepin will take the following actions to ensure they are prepared financially to undertake recovery activities should the need arise. These actions include:

- Understanding and treating risks to the community through an appropriate risk management process;
- Ensuring assets are recorded, maintained and adequately insured where possible;
- Establishing a cash reserve for the purpose where it is considered appropriate for the level of risk;
- Understanding the use of [section 6.8\(1\) \(b\) or \(c\)](#) of the Local Government Act 1995. Under this section, expenditure not included in the annual budget can be authorised in advance by an absolute majority decision of the Council, or by the mayor or president in an emergency and then reported to the next ordinary meeting of the Council;
- Understanding the use of section 6.11(2) of the Local Government Act 1995 to utilise a cash reserve established for another purpose, subject to one month's public notice being given of the use for another purpose. Local Government Financial Management Regulations 1996 – regulation 18(a) provides an exemption for giving local public notice to change the use of money in a reserve where the mayor or president has authorised expenditure in an emergency. This would still require a formal decision of the Council before money can be accessed.
- Understanding the use of section 6.20(2) of the Local Government Act 1995 to borrow funds, subject to one month's local public notice of the proposal and exercising of the power to borrow by an absolute majority decision of the Council;
- Ensuring an understanding of the types of assistance that may be available under the Western Australian Natural Disaster Relief and Recovery Arrangements (WANDRRA), and what may be required of local government in order to gain access to this potential assistance; and
- Understanding the need to manage cash flow requirements by making use of the option of submitting progressive claims for reimbursement from WANDRRA, or Main Roads WA.

## Managing Donations

Organisations wishing to establish public appeals for cash donations should use the Lord Mayors Distress Relief Fund as detailed in SEMC Procedure OP-19 – Managing of Public Fundraising and Donations.

NOTE: Appeals for donations of physical items such as food and furniture should be discouraged unless specifically requested through the Local Recovery Coordinating Group. In all instances cash donations should be encouraged with prospective donors directed to the Lord Mayor's Distress Relief Fund.

(Refer to [Annex Q](#) for suggested media release relating to donation of goods)



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## Roles and responsibilities

The roles and responsibilities of those involved in recovery management are outlined below:

### Local Recovery Coordinator (LRC)

The Shire of Cuballing has appointed the following officers and key personnel to lead the community recovery process in accordance with the requirements of the Emergency Management Act, Section 41(4). The Shire of Wickepin may appoint more than one person to the position of LRC. By appointing and training more than one person to undertake the role of the LRC, coverage is assured in the event the primary appointee is unavailable when an emergency occurs.

LRCG Position	Primary	Alternate
LRCG Chair	Shire President	Deputy Shire President
Local Recovery Coordinator	Chief Executive Officer	Deputy Chief Executive Officer
Scribe	Deputy Chief Executive Officer	Shire Officer

The Shire of Wickepin has appointed the following officers and key personnel to lead the community recovery process in accordance with the requirements of the Emergency Management Act, Section 41(4). The Shire of Wickepin may appoint more than one person to the position of LRC. By appointing and training more than one person to undertake the role of the LRC, coverage is assured in the event the primary appointee is unavailable when an emergency occurs.

LRCG Position	Primary	Alternate
LRCG Chair	Shire President	Deputy Shire President
Local Recovery Coordinator	Chief Executive Officer	Manager Works & Services
Scribe	Shire officer	Shire officer

The Local Recovery Coordinator is responsible for the development and implementation of the recovery management arrangements for the local government. The functions of the LRC are explained in [Annex I](#)

### Local Recovery Coordinating Group (LRCG)

The Local Recovery Coordinating Group (LRCG) comprises a core membership comprising local government managers, HMA personnel, personnel representing supporting organisations and community representatives. The LRCG is responsible for the overall coordination of community recovery following an emergency event. The LRCG may, depending upon the scale and type of event, form subcommittees with specific responsibilities each reporting to the LRCG. The makeup of the



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

LRCG or any respective subcommittees will be determined by the scale of the event. The LRCG and subcommittees will change over time.

- The LRCG must be driven by the Operational Recovery Plan. Refer to [Annex O](#);
- The core functions of the LRCG are listed in [Annex J](#);
- For suggested composition of the LRCG and subcommittees refer to [Annex L](#);
- For suggested LRCG subcommittee roles refer to [Annex M](#);
- For suggested LRCG subcommittee Terms of Reference refer to [Annex N](#); and
- For available resources refer to [Annex K](#).

### Controlling Agency/ Hazard Management Agency

The Controlling Agency/ HMA with the responsibility for the response to an emergency will initiate recovery activity during the response to that emergency. To facilitate recovery, the Controlling Agency/ HMA will:

- Liaise with the Local Recovery Coordinator where the emergency is occurring and include them in the incident management arrangements including the Incident Support Group and the Operations Area Support Group;
- Undertake and initial impact assessment for the emergency and provide that assessment to the Local Recovery Coordinator and the State Recovery Coordinator;
- Coordinate completion of the Comprehensive Impact Assessment, prior to cessation of the response, in accordance with the approved procedure, and in consultation with the Incident Support Group, all affected local governments and the State Recovery Coordinator;
- Provide risk management advice to the affected community (in consultation with the HMA).

### Determination of level of state involvement

#### State Recovery Coordinator

In conjunction with the local government/s, the State Recovery Coordinator is to consider the level of state involvement required, based on a number of factors pertaining to the impact of the emergency. For a list of criteria to be considered as triggers for escalation, refer to [State EM Plan 6.0 Recovery](#). The capacity of the local government to manage the recovery, the number of local governments affected, and the complexity and length of the recovery are likely to be critical factors.

### Assessment and Operational Recovery Planning

It is essential that an assessment of the recovery and restoration requirements be conducted as soon as possible after the impact of the event. This assessment will be based on the Impact Assessment data provided by the Controlling Agency.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Depending upon the extent of the restoration and reconstruction required, the Local Recovery Coordinator and Local Recovery Coordinating Group should develop a specific Operational Recovery Management Plan setting out the recovery process to be implemented. For an Operational Recovery Plan template refer to [Annex O](#).



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## PART 5 – Testing, Exercising and Reviewing

### Testing and Exercising

[The State EM Plan 4.7](#). Preparedness identifies that there are essentially three levels of multi-agency exercises of relevance to the SEMC. For the Local Government the most important of these is:

- Local – those that are confined to testing EMAs' plans and arrangements at the local-level and may involve a coordinated response and the activation of an [Incident Support Group \(ISG\)](#), either actual or notional;
  - Discussion (Seminars, Workshops, Desktops)
  - Functional (Drills or game style)
  - Field or Full Deployment (large scale)

[The State Emergency Management Policy 4.8](#) deals with requirement for exercises to be conducted by the LEMC and be reported to the DEMC.

The benefits of testing these arrangements include:

- Determining the effectiveness of the arrangements;
  - Bringing together all relevant people to promote knowledge of and confidence in the arrangements and individuals;
  - Providing the opportunity to promote the arrangements and educate the community;
  - Providing the opportunity for testing participating agencies operational procedures and skills in simulated emergency conditions while testing the ability of agencies to work together on common tasks; and
  - Improving the arrangements in accordance with the results of exercise debriefings.
- It should be remembered that as the primary role of local government in emergency management is 'recovery', programs that exercise recovery activities and preparedness are to be foremost.

### Schedule of Exercises

The LEMC should prepare a Schedule of Exercises and should aim to complete at least one exercise per annum.

Where possible the community should be encouraged to participate in or observe the exercise.

### Review of this plan

The Local Emergency Management Arrangements will be reviewed on a continual basis and particularly where they have been activated for any reason. The plan will at a minimum be reviewed at least every five (5) years.

The Executive Officer of the LEMC is responsible for ensuring the review of the plan occurs.



## ANNEX A: Glossary of Terms and Acronyms

**CONTROLLING AGENCY** - An agency nominated to control the response activities to a specified type of emergency.

**DISTRICT EMERGENCY MANAGEMENT COMMITTEE**- A district emergency management committee established under section 31(1) of the Emergency Management Act 2005.

**EMERGENCY**- The occurrence or imminent occurrence of a hazard which is of such a nature or magnitude that it requires a significant and coordinated response (s.3 EM Act).

**EMERGENCY MANAGEMENT** - Emergency Management means the management of the adverse effects of an emergency including –

1. Prevention – the mitigation or prevention of the probability of the occurrence of, and the potential adverse effects of, an emergency;
2. Preparedness – preparation for response to an emergency;
3. Response – the combatting of the effects of an emergency, provision of emergency assistance for casualties, reduction of further damage, and help to speed recovery; and
4. Recovery – the support of emergency affected communities in the reconstruction and restoration of physical infrastructure, the environment and community, psychosocial and economic wellbeing.

**EMERGENCY RISK MANAGEMENT** – A systematic process which contributes to the wellbeing of communities and the environment. The process considers the likely effects of hazardous events and the controls by which they can be minimised.

**HAZARD** – An event, situation or condition that is capable of causing or resulting in loss of life, prejudice to the safety, or harm to the health of persons or animals; or destruction of, or damage to property or any part of the environment and is defined in the Emergency Management Act 2005 or prescribed in the Emergency Management Regulations 2006.

**HAZARD MANAGEMENT AGENCY** - A public authority, or other person, prescribed by the Emergency Management Regulations 2006 to be a hazard management agency for emergency management, or an aspect of emergency management, of a hazard.

**INCIDENT** – The occurrence or imminent occurrence of a hazard.

**INCIDENT CONTROLLER** – The person designated by the relevant Controlling Agency, responsible for the overall management and control of an incident within an incident area and the tasking of agencies in accordance with the needs of the situation. [Note: Agencies may use different terminology however the function remains the same].

**local emergency coordinator (LEC)** – The person appointed by the State Emergency Coordinator to provide advice and support to their local emergency management committee in the development and maintenance of emergency management arrangements, assist hazard management agencies in the provision of a coordinated response during an emergency in the district and carry out other emergency management functions under the direction of the State Emergency Coordinator.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

**LOCAL EMERGENCY MANAGEMENT ARRANGEMENTS** – refers to this document and may also be referred to as ‘these arrangements’ or ‘local arrangements’.

**LOCAL EMERGENCY MANAGEMENT COMMITTEE** – A local emergency management committee established under section 38 of the Emergency Management Act 2005.

**RECOVERY** - The support of emergency affected communities in the reconstruction and restoration of physical infrastructure, the environment and community, psychological and economic wellbeing.

**RISK** – A concept used to describe the likelihood of harmful consequences arising from the interaction of hazards, communities and the environment.

- The chance of something happening that will have an impact upon objectives. It is measured in terms of consequences and likelihood.
- A measure of harm, taking into account the consequences of an event and its likelihood. For example, it may be expressed as the likelihood of death to an exposed individual over a given period.
- Expected losses (of lives, persons injured, property damaged, and economic activity disrupted) due to a particular hazard for a given area and reference period.
- Based on mathematical calculations, risk is the product of hazard and vulnerability.

**RISK MANAGEMENT** – Coordinated activities of an organisation or a government to direct and control risk.

#### ACCRONYMS USED IN THESE ARRANGEMENTS

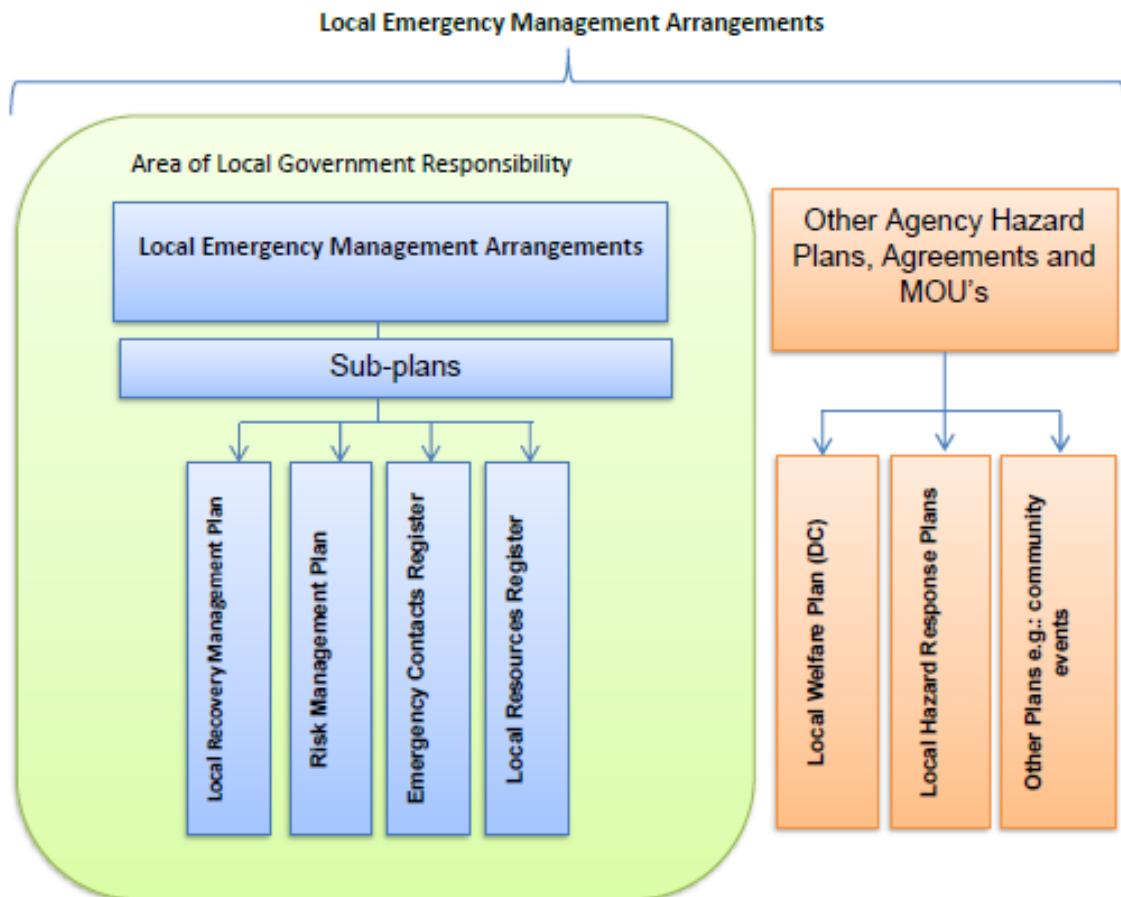
CEO:	Chief Executive Officer
DC:	Department of Communities
DEMC:	District Emergency Management Committee
DFES:	Department of Fire and Emergency Services
LEC:	Local Emergency Coordinator
IC:	Incident Controller
IMT:	Incident Management Team
ISG:	Incident Support Group
LEMC:	Local Emergency Management Committee
LGA:	Local Government Authority
LGLO:	Local Government Liaison Officer
LGWLO:	Local Government Welfare Liaison Officer
LRC:	Local Recovery Coordinator
LRCG:	Local Recovery Coordinating Group
OASG:	Operations Area Support Group
OEM:	Office of Emergency Management
OIC:	Officer in Charge
SEMC:	State Emergency Management Committee
SEMCS:	State Emergency management Committee Secretariat
SEMP:	State Emergency Management Policy
SES:	State Emergency Service
SRC:	State Recovery Controller



Shires of Cuballing and Wickiepin Local Emergency Management Arrangements 2020 Version 1.5

WAP: Western Australia Police

## ANNEX B: State and Local Emergency Management Arrangements





## **ANNEX C: Local Government Liaison Officer (LGLO)**

### **Role and Responsibilities**

The Shires of Cuballing and Wickepin will provide a Local Government Liaison Officer on every occasion that an Incident Support Group (ISG) is formed by the Hazard Management Agency (HMA) or the Controlling Agency (CA). It is essential for the successful determination of the response to any emergency that the LGLO be available to advise the Incident Controller (IC) and provide local resources where required. The specific roles and responsibilities of the LGLO are explained below:

#### **Role**

The LGLO is essentially an officer of the local government holding either a managerial or executive position within the local government and be capable of making operational decisions and committing the resources of the local government.

#### **Key Responsibilities**

The makeup and duties of the ISG are established and described in the [State EM Plan](#) with reference to Section 5 page 31 Response sets out the structure and responsibilities of the Incident Support Group (ISG). The ISG is headed by the Incident Controller (IC) nominated by the Hazard management Agency (HMA) or the Controlling Agency to manage the response to the emergency. The ISG consists of liaison officers from local organisations involved in the incident.

The key responsibilities of the LGLO are to:

- Make contact with the HMA or Controlling Agency Incident Controller;
- Represent the local government at all ISG meetings;
- Provide the IC with timely information on local issues and key factors affecting response activities;
- Provide the IC with a copy of the Local Emergency Management Arrangements;
- Identify vulnerable groups within the local government area;
- Provide information relating to community evacuation, welfare centres and community safe places.
- Coordinate local government resources;
- Gather information required to formulate an impact assessment of local government assets (bridges, roads, public buildings etc.); and
- Coordinate the transition from response to recovery on behalf of the local government in partnership with the Local Recovery Coordinator.

#### **Reporting to the ISG (LGLO)**

The LGLO is responsible for providing the following information to the ISG:

- Local government response activities;
- Local government impact assessment (if known)
- Local government resource status; and
- Significant issues.



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## Responsibilities of the IC

- The IC of the HMA or Controlling Agency will provide the following information:
- A current situation report;
- Outcomes of the previous meeting (if not the first meeting);
- Details of significant issues;
- Assistance required;
- Record of outcomes of the meeting; and
- Details of the next scheduled meeting.

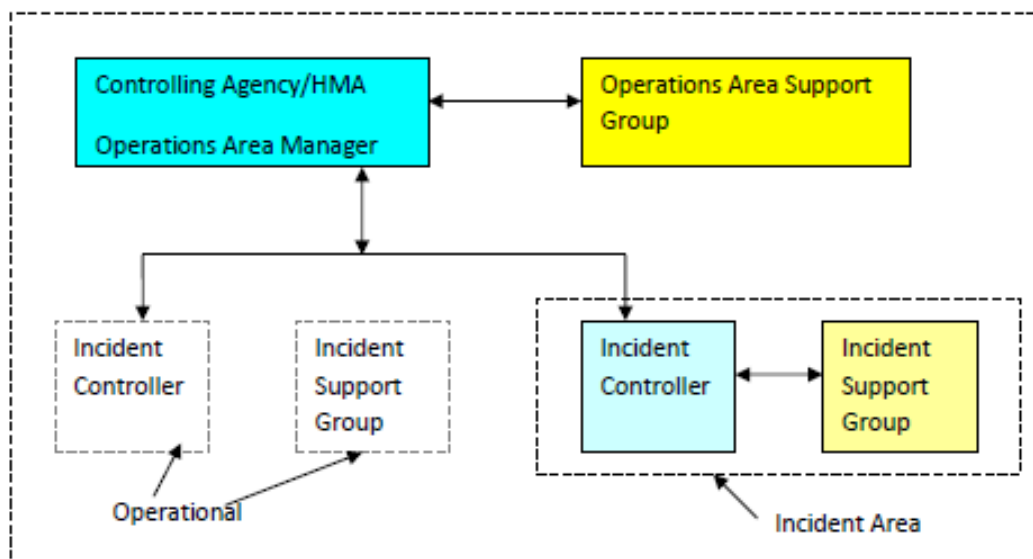


Figure 1: Multi agency support structure



## ANNEX D: Local Government Welfare Liaison Officer (LGWLO)

### Roles and Responsibilities

The Local Welfare Plan for the Provision of Welfare Support (Local Welfare Plan) will be activated by the DC where welfare support is required for the community. The support plan designates that the local government will provide a liaison/support officer at welfare centres activated as a result of an emergency.

The Shires of Cuballing and Wickepin will provide a Local Government Welfare Liaison Officer (LGWLO) who will liaise between the local government and the DC Local Welfare Coordinator (LWC).

### Duties of the LGWLO

- Report to the DC Local Welfare Coordinator;
- Where a local government owned building has been identified as a Welfare Centre, advise local groups booked to use the centre have been notified and their planned activities cancelled or moved to another location;
- Facilitate access to the Welfare Centre by the DC;
- Facilitate the setup of the building;
- Organise cleaning and building maintenance requirements for the centre through the Shire of Wickepin or the Shire of Cuballing;
- Liaise with all key support agencies located at the building to ensure all needs where possible are met;
- Liaise with and assist organisations present at the centre as requested by the Local Welfare Coordinator;
- Manage vehicle access and general traffic/parking issues and request support if required;
- Coordinate and source additional resources (tables, chairs, paper, computers) as requested by the LWC;
- Assist the LWC in managing conflict at the centre;
- Identify and organise personnel and additional resources through the Local Recovery Coordinator as required;
- Attend all necessary briefings as requested by the LWC;
- Keep a log of activities conducted at the Welfare Centre; and
- Carry out other duties as requested by the LWC.



**ANNEX E: Hazards identified**

Hazard	HMA	State Plans	Local Plan
Bush Fire	DFES	Westplan Fire	Shire of Wickpin Contact & Resources Register Shire of Cuballing Contacts & Resources Register Yealering Primary School Bushfire Plan 2016-17
Road Crash	WA Police	Westplan Road Crash	Shire Road Safety Audits National and State Black Spot funding
Storm	DFES	Westplan Storm	Shire of Wickpin Contact & Resources Register Shire of Cuballing Contacts & Resources Register
HAZMAT	DFES	Westplan HAZMAT	Shire local drainage maps and regular inspections
Flood	DFES	Westplan Flood	Shire drainage maps and regular inspections
Land Search	WA Police	Westplan Land SAR	
Earthquake	DFES	Westplan Earthquake	

The following table (Figure 1) identifies the impact and likelihood level of hazards identified through the risk management process.

The placement of hazards on the matrix is based on an average assessment of consequence and likelihood across all risk statements. It is provided as an indicator only and must not be relied upon in isolation to make assessments of the risks to the community posed by the listed hazards. All hazard assessments are based on worst case scenario.

**Figure 2: Hazard Matrix – hazards identified as likely to impact and associated risk level**



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Likelihood	Consequence level				
	Insignificant	Minor	Moderate	Major	Catastrophic
Almost certain		Land Search	Bushfire	Road Crash	
Likely		Flood HAZMAT	Storm		
Unlikely					
Rare					
Very rare					
Extremely rare					

Figure 3 Hazard Matrix guide to levels of risk

Likelihood	Consequence level				
	Insignificant	Minor	Moderate	Major	Catastrophic
Almost certain	Moderate	Moderate	High	Extreme	Extreme
Likely	Low	Moderate	High	Extreme	Extreme
Unlikely	Low	Low	Moderate	High	
Rare	Very Low	Low	Moderate	High	High
Very rare	Very Low	Very Low	Low	Moderate	High
Extremely rare	Very Low	Very Low	Low	Moderate	High



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

**ANNEX F: Vulnerable groups****Public and private Schools**

Organisation	Site Address	Contact Details	No. of Persons	Evacuation Plan in place
Wickepin Primary School	44 Henry Street, Wickepin	9888 1126	Total persons for pre-primary & primary  55 students & 10 staff	Yes
Yealering Primary School	Yealering-Pingelly Road, Yealering	9888 7088	28 students & 8 staff	Yes  Bushfire Plan 2016-17

**Aged care**

Organisation	Site Address	Contact Details	No. of Persons	Evacuation Plan in place
Wickepin Cottage Homes	Wogolin Road, Wickepin	Shire  9888 1005	4 X 1 bedroom units single private occupancy	No legal requirement

**Health**

Organisation	Site Address	Contact Details	No. of Persons	Evacuation Plan in place
Country Health Service Wickepin Nursing Post	Johnson Road Wickepin	9888 1104	5	Yes



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

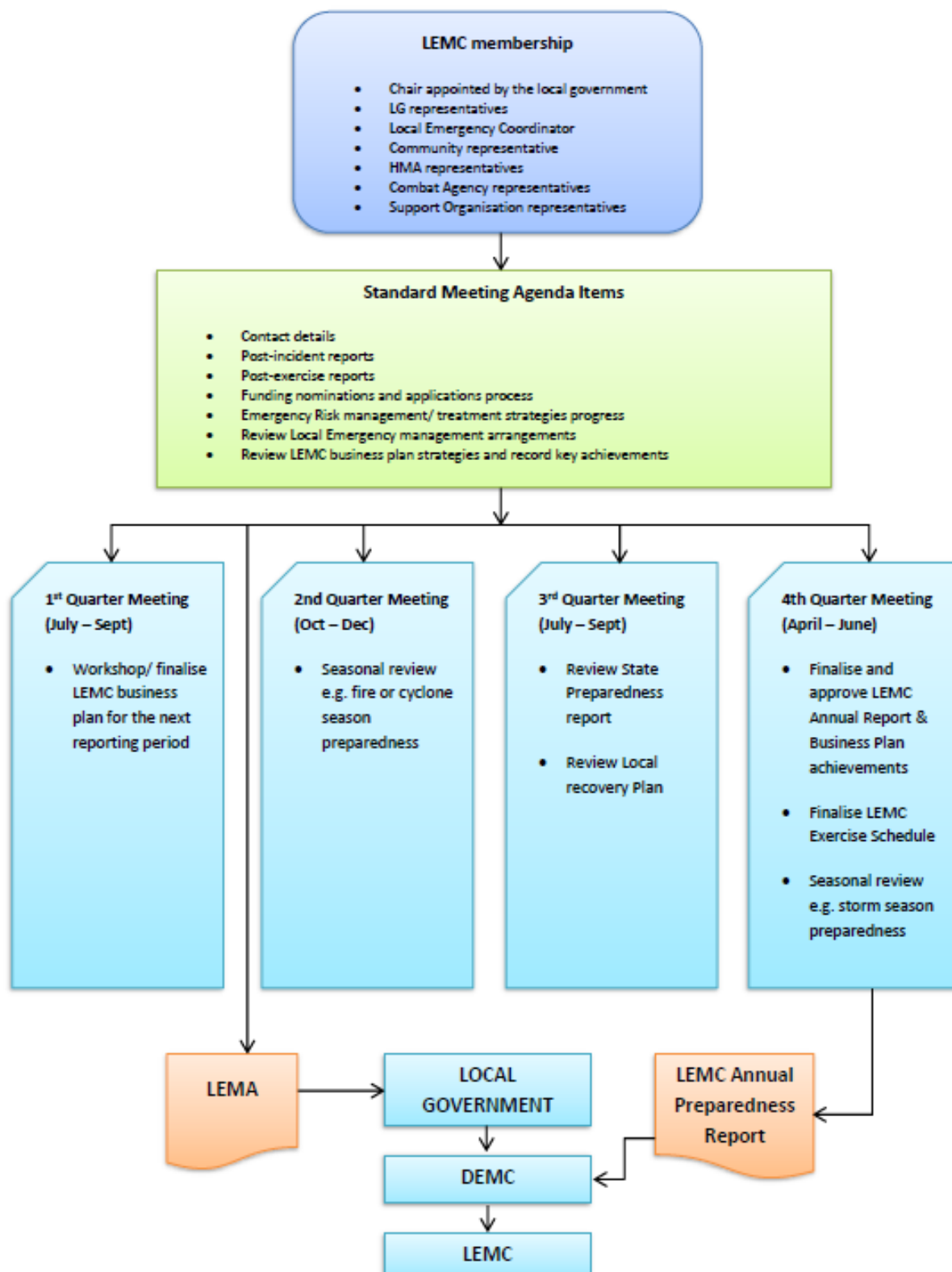
**ANNEX G: LEMC Members**

Agency	Position
<b>Shire of Cuballing</b>	
	Shire President (Joint Chair)
	Chief Executive Officer
	Chief Bushfire Control Officer
	Manager Works & Services
<b>Shire of Wickepin</b>	
	Shire President (Joint Chair)
	Chief Executive Officer
	Manager Works & Services
	Chief Bushfire Control Officer
<b>Other Agencies</b>	
Narrogin Police Station	Officer in Charge (LEC)
Wickepin Police Station	Officer in Charge (LEC)
Wickepin Nursing Post	
St John Ambulance Narrogin Sub Branch	Manager
St John Ambulance Wickepin Sub Branch	Manager
Department of Child Protection and Family Support	District Emergency Management Officer
Department of Parks & Wildlife	
Red Cross	
State Emergency Management Committee	Community Emergency Management Officer
Wickepin primary School	Principal
Yealering Primary School	Principal



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## ANNEX H – Suggested LEMC meeting business cycle





Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## **ANNEX I: Roles and responsibilities of the Local Recovery Coordinator (LRC).**

### **Role**

The Local Recovery Coordinator is responsible for the development and implementation of recovery management arrangements for the local government, in conjunction with the Local Recovery Coordinating Group.

### **Functions**

- Ensure the Local Recovery Plan is established;
- Liaise with the Controlling Agency, including attending the Incident Support Group and Operations Area Support Group meetings;
- Assess the community recovery requirements for each event, in conjunction with the HMA, Local Emergency Coordinator (LEC) and other responsible agencies;
- Provide advice to the Shire President on the requirement to convene the Local Recovery Coordinating Group (LRCG) and provide advice to the LRCG if convened;
- Ensure the functions of the Executive Officer are undertaken for the LRCG;
- Assess for the LRCG requirements for the restoration of services and facilities with the assistance of the responsible agencies where appropriate;
- Determine the resources required for the recovery process in consultation with the LRCG;
- Coordinate local level recovery activities for a particular event, in accordance with plans and strategies determined by the LRCG;
- Monitor the progress of recovery and provide periodic reports to the LRCG and the State Recovery Coordinating Group (SRCG) if established;
- Liaise with the SRC on issues where State level support is required or where there are problems encountered with services from government agencies locally;
- Facilitate the acquisition and appropriate application of the resources necessary to ensure an effective recovery program;
- Ensure the recovery activities are consistent with the principles of community engagement;
- Arrange for the conduct of an operational debriefing of all participating agencies and organisations as soon as possible after cessation of the recovery arrangements; and
- Arrange for an evaluation of the effectiveness of the recovery activities in relation to the recovery plan, within 12 months of the emergency.



## ANNEX J: Roles and functions of the Local Recovery Coordinating Group (LRCG)

### Role

The role of the Local Recovery Coordinating Group (LRCG) is to coordinate and support local management of the recovery process within the community.

### Functions

- Establishing subcommittees as required;
- Assessing requirements based on the impact assessment, for recovery activities relating to the social, built, economic and natural wellbeing of the community with the assistance of the responsible agencies where appropriate;
- Developing an operational plan for the coordination of the recovery process for the event that:
  - takes account of the local government long term planning goals;
  - includes an assessment of the recovery needs and determines which recovery functions are still required;
  - develops a timetable and identifies responsibilities for completing the major activities;
  - considers the needs of youth, the aged, the disabled and culturally and linguistically diverse (CALD) people;
  - allows full community participation and access; and
  - allows for the monitoring of the progress of recovery.
- Overseeing the delivery of projects that support social, built, economic and natural environments of recovery to ensure they are community owned and targeted to best support the recovery of affected communities;
- Facilitating the provision of services, public information, information exchange and resource acquisition;
- Providing advice to the State and Local Government/s to ensure recovery programs and services meet the needs of the community;
- Negotiating the most effective use of available resources including the support of State and Commonwealth agencies;
- Monitoring the progress of recovery, and receiving periodic reports from recovery agencies;
- Ensuring a coordinated multi-agency approach to community recovery by:
  - Providing central point of communication and coordination for the actions of a wide range of recovery-related services and projects being progressed outside the direct control of the committee;
  - Making appropriate recommendations, based on lessons learned to the LEMC to improve the community's recovery preparedness.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

**ANNEX K: Local Recovery Resources****Shire of Cuballing**

Department	Management area	Capability	Contact details
Executive	Chief Executive Officer	<ul style="list-style-type: none"> <li>Corporate responsibility</li> <li>Link to Council</li> <li>Management of staff during recovery process</li> <li>Staff redirection and backfill to support recovery process</li> <li>Financial Management</li> <li>Prepare community information</li> <li>Arrange public meetings</li> </ul>	
	Deputy CEO	<ul style="list-style-type: none"> <li>Corporate assistance to the CEO</li> <li>Recovery cost management</li> <li>Statutory requirements and policy</li> <li>Oversight of Shire's financial management systems and reporting requirements</li> <li>Act as scribe to the LRCG</li> </ul>	
	Shire President	<ul style="list-style-type: none"> <li>Chair Local Recovery Coordinating Group</li> <li>Address public meetings</li> <li>Authorise media releases</li> </ul>	
	Deputy Shire President	<ul style="list-style-type: none"> <li>Alternate Chair LRCG</li> </ul>	
	Executive Assistant	<ul style="list-style-type: none"> <li>Corporate</li> </ul>	



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

		<ul style="list-style-type: none"> <li>support</li> <li>• Secretarial support</li> <li>• Community messaging</li> </ul>	
	Environmental Health Officer	<ul style="list-style-type: none"> <li>• Environmental Health</li> </ul>	
	Manager Works and Services	<ul style="list-style-type: none"> <li>• Asset information</li> <li>• Engineering advice</li> <li>• Damage reporting</li> <li>• Parks and reserves management</li> <li>• Equipment allocation for recovery support</li> <li>• Building safety audits</li> <li>• Environmental &amp; waste management advice</li> </ul>	

## Shire of Wickepin

Department	Management area	Capability	Contact details
Executive	Chief Executive Officer	<ul style="list-style-type: none"> <li>• Corporate responsibility</li> <li>• Link to Council</li> <li>• Alternate Chair LRCG</li> <li>• Management of staff during recovery process</li> <li>• Staff redirection and backfill to support recovery process</li> </ul>	
	Shire President	<ul style="list-style-type: none"> <li>• Chair Local Recovery Coordinating Group</li> <li>• Address public meetings</li> <li>• Authorise media</li> </ul>	



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

		releases	
	Manager Works	<ul style="list-style-type: none"> <li>• Asset information</li> <li>• Engineering advice</li> <li>• Damage reporting</li> <li>• Parks and reserves management</li> <li>• Equipment allocation for recovery support</li> </ul>	
	Senior Finance Officer	<ul style="list-style-type: none"> <li>• Management of financial assistance grants (Lord Mayor's Distress relief Fund)</li> <li>• Recovery cost centre creation</li> <li>• Recovery cost management</li> <li>• Management of public donations</li> </ul>	
	Environmental Health/ Building Surveyor	<ul style="list-style-type: none"> <li>• Environmental health management</li> <li>• EHO advice</li> <li>• Building safety audits</li> <li>• Environmental &amp; waste management advice</li> </ul>	



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

	Community Development Officer	<ul style="list-style-type: none"> <li>Community information</li> <li>Coordinate community information</li> <li>Arrange public meetings and events</li> <li>Assist in the management of public donations (goods only)</li> </ul>	
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## Supporting organisations

Organisation	Responsible area	Capability	Contact details
Australian Red Cross	State Manager Emergency Services	<ul style="list-style-type: none"> <li>Community recovery support</li> <li>Recovery advice</li> <li>Community outreach</li> <li>Personal support</li> </ul>	
Department for Child Protection & Family Support	District Community Support Officer	<ul style="list-style-type: none"> <li>Provide a representative to the RC if required and available.</li> <li>Coordinate emergency welfare services as part of the recovery process (Westplan Recovery).</li> <li>Manage the provision of the Personal Hardship and Distress Measures under the WANDRRA if activated.</li> </ul>	
Department of Parks & Wildlife		<ul style="list-style-type: none"> <li>Wildlife information and support</li> <li>Environmental advice</li> </ul>	



## Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Disability Services Commission		<ul style="list-style-type: none"> <li>Community support resources for persons with disabilities</li> </ul>	
Local Government Insurance Services (LGIS)	District representative	<ul style="list-style-type: none"> <li>Insurance and risk management advice</li> </ul>	
Department of the Premier & Cabinet	WANDRRA Manager	<ul style="list-style-type: none"> <li>WANDRRA advice and support</li> </ul>	
	State Recovery Coordinator	<ul style="list-style-type: none"> <li>State recovery advice</li> <li>Coordinating of State resources</li> </ul>	
Mental Health Services WA	Local Coordinator	<ul style="list-style-type: none"> <li>Mental health services for the community</li> <li>Community help programs</li> </ul>	
State Emergency Management Committee Secretariat	Community Emergency Management Officer	<ul style="list-style-type: none"> <li>Recovery support and advice</li> </ul>	
Water Corporation	Local Manager	<ul style="list-style-type: none"> <li>Water restoration and service advice</li> </ul>	
Western Power	Local Manager	<ul style="list-style-type: none"> <li>Power restoration and service advice</li> </ul>	



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## ANNEX L: Suggested composition Local Recovery Coordinating Group and subcommittees

Suggested LRCG composition (Event specific)

Agency Represented	Title	Number of reps
Shire of Cuballing/Wickepin	Chair LRCG	1
	Local Recovery Coordinator -	1
	Chief Executive Officer	
	Executive Manager Corporate Services	1
	Executive Manager Engineering Services	1
	Executive Manager Development Services	1
Hazard Management Agency/s	Incident Controller or Regional Manager	2
Department for Child Protection and Family Support	Local Team Leader and/ or District Emergency Services Officer	1
Australian Red Cross	State Manager Emergency Services	1
Office of Emergency Management	District Liaison Officer	1
Department of the Premier and Cabinet	State Recovery Coordinator	1
	WANDRRA Officer	1
Department of Human Services	Local Centre Link Manager	1
Community representation	Affected community representative or elected member	As required

LRCG- Finance Subcommittee (Event specific) Role statement contained in [Annex F](#)

Agency Represented	Title	Number of reps
Shire of Cuballing/ Wickepin	Chair – Executive Manager Corporate Services	1
	Minute taker	1
	Finance/Administration Officer	1
Department of the Premier and Cabinet	WANDRRA Officer	1
Department of Human Service	Local Centre Link manager	1



## Shires of Cuballing and Wickiepin Local Emergency Management Arrangements 2020 Version 1.5

## LRCG – Infrastructure Subcommittee (Event specific)

Agency Represented	Title	Number of reps
Shire of Cuballing/Wickiepin	Chair –Executive Manager	1
	Engineering Services Minute taker	1
Department of the Premier and Cabinet	WANDRRA Officer	1
Local Government Insurance Services (LGIS)	District representative	1
Water Corporation	District Manager	1
Western Power	District Manager	1
Main Roads WA	Regional Manager	1

## LRCG- Environment Subcommittee (Event specific)

Agency Represented	Title	Number of reps
Shire of Cuballing/Wickiepin	Chair – Executive Manager	1
	Development Services Minute taker	1
	Environmental Health Officer	1
Department of Environment & Regulation (DER)	District officer	1

## LRCG – Community Subcommittee (Event specific)

Agency Represented	Title	Number of reps
Shire of Cuballing/Wickiepin	Chair – Deputy CEO	1
	Minute taker	1
Department of Child Protection and Family Support	Local Team Leader and/ or District Emergency Services Officer	1
Australian Red Cross	Local or district officer	1
Affected community	Local representatives as required	As required



**ANNEX N: Subcommittee Terms of Reference****COMMUNITY SUBCOMMITTEE****Terms of Reference****Background**

The [Click here to enter text](#). Local Recovery Coordinating Group has convened several subcommittees to assist in the coordination of recovery tasks as required. These subcommittees include:

- Finance Subcommittee
- Infrastructure Subcommittee
- Community Subcommittee
- Environmental Subcommittee

Key functions of these committees it to provide advice to assist the effected community towards re-establishing economic, social, environmental, emotional and physical well-being.

**Membership**

Name	Representing

**Chairperson**

- Chair all scheduled meetings of the subcommittee
- Report to the Recovery Coordinating Group on the activities of the subcommittee.

**Local Government Staff**

- Operational implementation and decision making as per normal Local Government approval processes.
- Provide administrative support to the subcommittee.

**Agency Representative**

- Advice, information and support specific to the agency role.



Community Member

- Provide a linkage between the community and the subcommittee
- Receive guidance and perspective from the community

**Objectives of Community Sub Committee**

The primary objectives of the Community Subcommittee will include:

- To provide advice and guidance to assist in the restoration and strengthening of community well-being post [Click here to enter text.](#);
- To facilitate understanding on the needs of the impacted community in relation to community wellbeing;
- To assess and recommend priority areas, projects, and events to assist with the bushfire recovery process in the immediate and short-term regarding the restoration and strengthening of community wellbeing;
- To assess and recommend medium and long term priority areas to the [Click here to enter text.](#) Local Recovery Coordinating Group for consideration to assist in the restoration and strengthening of community wellbeing.

**Conduct of Meetings**

- The quorum for a meeting of the Subcommittee will be at least 50% of the number of the membership.
- When decisions of the Subcommittee cannot be determined by general consensus, then the decision will be made by a simple majority of the members present.
- If a member of the Subcommittee has a **financial interest** in any matter before the Subcommittee, that member shall before discussion on the matter, disclose to the meeting their interest and leave the meeting:

*A person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the subcommittee in a particular way, result in a financial gain, loss, benefit or detriment for the person.*

- If a member of the Subcommittee has an **impartiality interest** in any matter before the Committee, that member shall before discussion on the matter, disclose to the meeting their interest but may remain in the meeting to participate in the consideration and decision on the matter.

*Impartiality interest means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.*

- Other matters arising concerning the orderly and proper conduct of meetings of the Subcommittee shall be determined by either the majority of members present or if that's not possible then by the Chairperson whose decision will be final.
- The Subcommittee does not have any powers of delegation.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

- All meetings of the Subcommittee will be conducted on the basis of a written Agenda and Minutes – the [Click here to enter text.](#) will provide this secretarial support.
- Meetings of the Subcommittee are not open to the public.
- 

#### **Reporting**

The [Click here to enter text.](#) Local Recovery Coordinating Group may, from time to time, direct the Community Subcommittee to provide to them, reports and other information as specified in the direction.

#### **Probity**

The Community Subcommittee acknowledges that the [Click here to enter text.](#) is responsible for post action reporting and that the deliberations of this committee will be subject to scrutiny as part of that report.

These Terms of Reference may, from time to time, be amended by agreement of the [Click here to enter text.](#) Local Recovery Co-ordinating Group.

#### **Termination of the Community Sub Committee**

Termination of the Subcommittee shall occur at the direction of the [Click here to enter text.](#) Local Recovery Coordinating Group. Termination of any membership within the Subcommittee shall be at the direction of the members within the Subcommittee by consensus.



## ENVIRONMENT SUB COMMITTEE

### Terms of Reference

#### Background

The [Click here to enter text](#). Local Recovery Coordinating Group has convened several subcommittees to assist in the coordination of recovery tasks as required. These subcommittees include:

- Finance Subcommittee
- Infrastructure Subcommittee
- Community Subcommittee
- Environmental Subcommittee

Key functions of these committees it to provide advice to assist the effected community towards re-establishing economic, social, environmental, emotional and physical well-being.

#### Membership

Name	Representing

#### Chairperson

- Chair all scheduled meetings of the subcommittee
- Report to the Recovery Coordinating Group on the activities of the subcommittee.

#### Local Government Staff

- Operational implementation and decision making as per normal Local Government approval processes.
- Provide administrative support to the subcommittee.

#### Agency Representative

- Advice, information and support specific to the agency role.

#### Community Representative

- Link to community. Receive guidance and perspective from the community.



### Objectives of Environment Subcommittee

- To provide advice and guidance in the immediate and long term treatment and restoration of affected areas of the community and surrounding environment;
- To provide advice and guidance to assist in the restoration of the natural environment post event;
- Facilitate the understanding of the needs of the impacted community in relation to environmental restoration;
- To assess and recommend priority areas, projects and community education to assist with the recovery process in the immediate and short-term regarding the restoration of the environment including weed management and impacts on wildlife
- To assess and recommend medium and long term priority areas to the [Click here to enter text](#). Local Recovery Coordinating Group for consideration to assist in the restoration of the natural environment in the medium to long term.

### Conduct of Meetings

- The quorum for a meeting of the Subcommittee will be at least 50% of the number of the membership.
- When decisions of the subcommittee cannot be determined by general consensus, then the decision will be made by a simple majority of the members present.
- If a member of the Subcommittee has a **financial interest** in any matter before the Subcommittee, that member shall before discussion on the matter, disclose to the meeting their interest and leave the meeting:

*A person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the subcommittee in a particular way, result in a financial gain, loss, benefit or detriment for the person.*

- If a member of the Subcommittee has an **impartiality interest** in any matter before the Committee, that member shall before discussion on the matter, disclose to the meeting their interest but may remain in the meeting to participate in the consideration and decision on the matter.

*Impartiality interest means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.*

- Other matters arising concerning the orderly and proper conduct of meetings of the Subcommittee shall be determined by either the majority of members present or if that's not possible then by the Chairperson whose decision will be final.
- The Subcommittee does not have any powers of delegation.
- All meetings of the Subcommittee will be conducted on the basis of a written Agenda and Minutes – the [Click here to enter text](#).will provide this secretarial support.
- Meetings of the Subcommittee are not open to the public.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

### **Reporting**

The [Click here to enter text.](#) Local Recovery Coordinating Group may, from time to time, direct the Environment Subcommittee to provide to them, reports and other information as specified in the direction.

### **Probity**

The Environment Subcommittee acknowledges that the [Click here to enter text.](#) is responsible for post action reporting and that the deliberations of this committee will be subject to scrutiny as part of that report.

These Terms of Reference may, from time to time, be amended by agreement of the [Click here to enter text.](#) Local Recovery Co-ordinating Group.

### **Termination of the Environment Sub Committee**

Termination of the subcommittee shall occur at the direction of the [Click here to enter text.](#) Local Recovery Coordinating Group. Termination of any membership within the subcommittee shall be at the direction of the members within the subcommittee by consensus.



## FINANCE SUB COMMITTEE

### Terms of Reference

#### Background

The Click here to enter text. Local Recovery Coordinating Group has convened several subcommittees to assist in the coordination of recovery tasks as required. These subcommittees include:

- Finance Subcommittee
- Infrastructure Subcommittee
- Community Subcommittee
- Environmental Subcommittee

Key functions of these committees it to provide advice to assist the effected community towards re-establishing economic, social, environmental, emotional and physical well-being.

#### Membership

Name	Representing

#### Chairperson

- Chair all scheduled meetings of the subcommittee
- Report to the Recovery Coordinating Group on the activities of the subcommittee.

#### Local Government Staff

- Operational implementation and decision making as per normal Local Government approval processes.
- Provide administrative support to the subcommittee.



Agency Representative

- Advice, information and support specific to the agency role.

**Objectives of Finance Sub Committee**

The primary objective of the Finance Subcommittee is to assess and make recommendations to the Local Recovery Coordinating Group on the disbursement of donations made for individuals having suffered personal loss and hardship as a result of the bushfires which occurred on [Click here to enter text.](#) in the [Click here to enter text.](#).

It should be noted that the Subcommittee has no direct access to donated funds or goods/services. The collection and management of monies, goods and services donated, does not form part of the Subcommittee's role. This includes any relevant legal, financial or taxation laws that may be applicable.

The Finance Subcommittee has been established to make recommendations to the Lord Mayor's Distress Relief Fund on the orderly and equitable disbursement of donations and offers of assistance to individuals having suffered personal loss and hardship as a result of the bushfire which occurred on the [Click here to enter text.](#).

The primary role of the Finance Subcommittee will include:

- With regard to the Lord Mayor's Distress Relief Fund (LMDRF), the development of eligibility criteria and procedures by which payments from the fund will be made to affected individuals; and
- With regard to donations of support and assistance from the corporate sector, assist and where practical, facilitate the disbursement of their donations to affected individuals.

In developing the eligibility criteria and procedures pertaining to the LMDRF, the Finance Subcommittee will endeavour to:

- Ensure the principles of equity, fairness, simplicity and transparency apply;
- Ensure the procedures developed are straightforward and not onerous to individuals seeking assistance;
- Recognise the extent of loss suffered by individuals;
- Complement other forms of relief and assistance provided by government and the private sector;
- Recognise immediate, short, medium and longer term needs of affected individuals; and
- Ensure the privacy of individuals is protected at all times.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

The Finance Sub Committee will need access to funding information provided to individuals by other agencies to assist with the above assessments.

### Conduct of Meetings

- The quorum for a meeting of the Subcommittee will be at least 50% of the number of the membership.
- When decisions of the Subcommittee cannot be determined by general consensus, then the decision will be made by a simple majority of the members present.
- If a member of the Subcommittee has a *financial interest* in any matter before the Subcommittee, that member shall before discussion on the matter, disclose to the meeting their interest and leave the meeting:

*A person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the subcommittee in a particular way, result in a financial gain, loss, benefit or detriment for the person.*

- If a member of the Subcommittee has an *impartiality interest* in any matter before the Committee, that member shall before discussion on the matter, disclose to the meeting their interest but may remain in the meeting to participate in the consideration and decision on the matter.

*Impartiality interest means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.*

- Other matters arising concerning the orderly and proper conduct of meetings of the Subcommittee shall be determined by either the majority of members present or if that's not possible then by the Chairperson whose decision will be final.
- The Subcommittee does not have any powers of delegation.
- All meetings of the Subcommittee will be conducted on the basis of a written Agenda and Minutes – the [Click here to enter text.](#) will provide this secretarial support.
- Meetings of the Subcommittee are not open to the public.

### Reporting

The [Click here to enter text.](#) Local Recovery Coordinating Group may, from time to time, direct the Finance Subcommittee to provide to them, reports and other information as specified in the direction.

### Probity

The Finance Subcommittee acknowledges that the [Click here to enter text.](#) is responsible for post action reporting and that the deliberations of this committee will be subject to scrutiny as part of that report.

These Terms of Reference may, from time to time, be amended by agreement of the [Click here to enter text.](#) Local Recovery Co-ordinating Group.

### Termination of the Community Sub Committee



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Termination of the Subcommittee shall occur at the direction of the [Click here to enter text.](#)  
Local Recovery Coordinating Group. Termination of any membership within the  
subcommittee shall be at the direction of the members within the subcommittee by  
consensus.



## INFRASTRUCTURE SUB COMMITTEE

### Terms of Reference

#### Background

The Click here to enter text. Local Recovery Coordinating Group has convened several subcommittees to assist in the coordination of recovery tasks as required. These subcommittees include:

- Finance Subcommittee
- Infrastructure Subcommittee
- Community Subcommittee
- Environmental Subcommittee

Key functions of these committees it to provide advice to assist the effected community towards re-establishing economic, social, environmental, emotional and physical well-being.

#### Membership

Name	Representing

#### Chairperson

- Chair all scheduled meetings of the subcommittee
- Report to the Recovery Coordinating Group on the activities of the subcommittee.

#### Local Government Staff

- Operational implementation and decision making as per normal Local Government approval processes.
- Provide administrative support to the subcommittee.

#### Agency Representative

- Advice, information and support specific to the agency role.

#### Community Member



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

- Provide a linkage between the community and the subcommittee
- Receive guidance and perspective from the community

### Objectives of Infrastructure Subcommittee

The primary objectives of the Infrastructure Subcommittee will include:

- Assess the requirement for the restoration of services and facilities to the affected community;
- Provide advice and assistance for the Coordinating of the restoration of Local Government and State infrastructure lost or damaged;
- To assess and recommend priority infrastructure projects to assist with the recovery process in the immediate, short and long-term; and
- Identify opportunities for application of betterment to rebuilding of infrastructure specifically local roads, bridges and culverts.

### Conduct of Meetings

- The quorum for a meeting of the subcommittee will be at least 50% of the number of the membership.
- When decisions of the subcommittee cannot be determined by general consensus, then the decision will be made by a simple majority of the members present.
- If a member of the subcommittee has a *financial interest* in any matter before the subcommittee, that member shall before discussion on the matter, disclose to the meeting their interest and leave the meeting:

*A person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the subcommittee in a particular way, result in a financial gain, loss, benefit or detriment for the person.*

- If a member of the subcommittee has an *impartiality interest* in any matter before the Committee, that member shall before discussion on the matter, disclose to the meeting their interest but may remain in the meeting to participate in the consideration and decision on the matter.

*Impartiality interest means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.*

- Other matters arising concerning the orderly and proper conduct of meetings of the subcommittee shall be determined by either the majority of members present or if that's not possible then by the Chairperson whose decision will be final.
- The subcommittee does not have any powers of delegation.
- All meetings of the Subcommittee will be conducted on the basis of a written Agenda and Minutes – the [Click here to enter text.](#) will provide this secretarial support.
- Meetings of the Subcommittee are not open to the public.

### Reporting



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

The [Click here to enter text.](#) Local Recovery Coordinating Group may, from time to time, direct the Infrastructure Subcommittee to provide to them, reports and other information as specified in the direction.

#### **Probity**

The Infrastructure Subcommittee acknowledges that the [Click here to enter text.](#) is responsible for post action reporting and that the deliberations of this committee will be subject to scrutiny as part of that report.

These Terms of Reference may, from time to time, be amended by agreement of the [Click here to enter text.](#) Local Recovery Co-ordinating Group.

#### **Termination of the Infrastructure Subcommittee**

Termination of the subcommittee shall occur at the direction of the [Click here to enter text.](#) Local Recovery Coordinating Group. Termination of any membership within the subcommittee shall be at the direction of the members within the subcommittee by consensus.



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## ANNEX O: Operational Recovery Plan template

[Click here to enter text.](#)

# Operational Recovery Plan

Emergency Type and location:

Date emergency occurred:

Section 1 – Introduction

Incident description

Purpose of this plan

Authority

Section 2 – Assessment of recovery requirements

Details of loss and damage:

Residential:

Commercial:

Industrial:

Transport:

Essential Services: *(include State and local government infrastructure)*

Estimates of damage costs:



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Temporary accommodation requirements: *(includes evacuation centres)*

Additional personnel requirements:

Human services: *(personal and psychological support requirements)*

Other health issues:

### Section 3 – Organisational Aspects

Details of the composition, structure and reporting lines of the groups/committees and subcommittees set up to manage the recovery process:

Details of inter-agency relationships and responsibilities:

Details of roles, key tasks and responsibilities of various groups/committees and those appointed to various positions including Recovery Coordinator:

### Section 4 – Operational Aspects

Resources available:

Resources required:

Redevelopment plans: *(includes mitigation proposals)*

Reconstruction restoration program and priorities: *(Includes estimated timeframes, the programs and strategies of government agencies to restore essential services, plans for mitigation against future impacts. Include local government program for community services restoration.)*

Financial arrangements: *(Assistance programs (NDRRA), insurance, public appeals and donations)*



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

Public information dissemination *(Key messages, methods of distribution)*

#### Section 5 – Administrative arrangements

Administration of recovery funding: *(Include other financial issues)*

Public appeals policy and administration *(includes policies and strategies for office and living accommodation, furniture and equipment details for additional temporary personnel)*

#### Section 6 – Conclusion

*(Summarises goals, priorities and timetable of the plan).*

Endorsed by

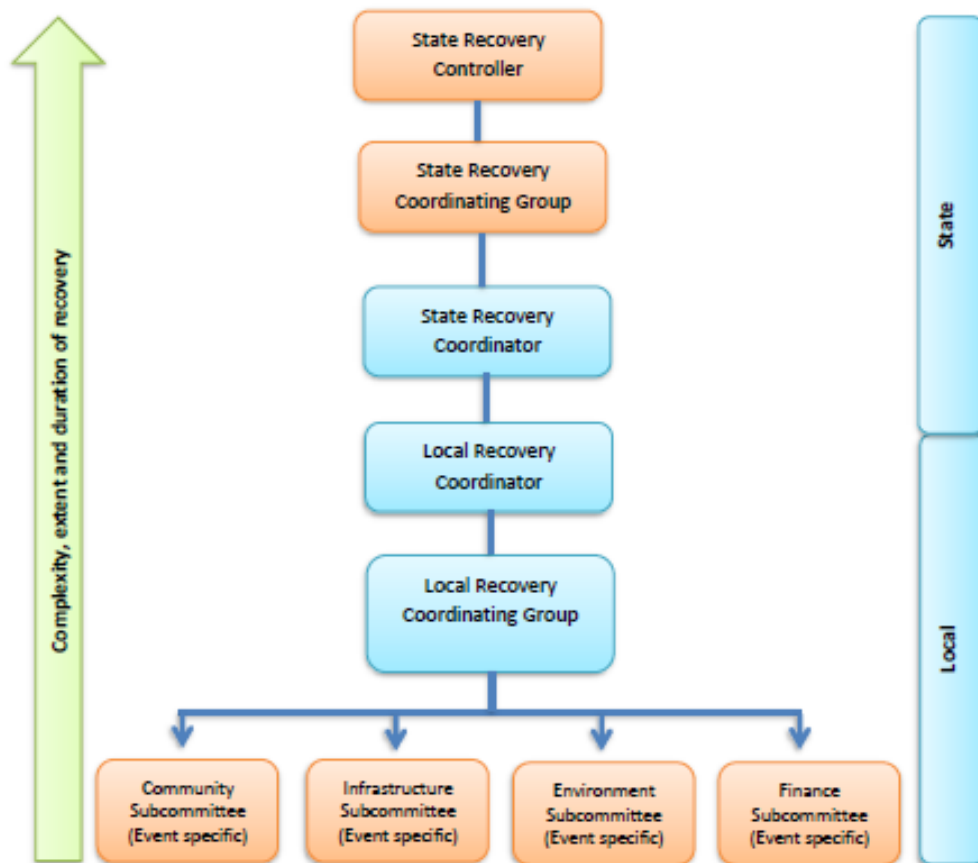
Chair, Local Recovery Coordinating Group

Dated:



Shires of Cuballing and Wickepin Local Emergency Management Arrangements 2020 Version 1.5

## ANNEX P: Potential Recovery Governance Structures





## ANNEX Q: (Suggested) MEDIA RELEASE - DONATIONS

### Donations in time of disaster

Recovery of the community following an emergency event is the legislative responsibility of local government and as such we are anxious to ensure that we ensure the best possible outcome for our citizens affected by an emergency event or disaster.

In times of disaster, Western Australians have proved in the past to be extremely generous. Monetary donations have always and will continue to be the preferred means of providing assistance for affected persons. These donation not only provide the affected persons with the ability to make choices that best fit their situation but will also support local suppliers and merchants whose business would likewise benefit when we shop local.

The donation of any goods is strongly discouraged and should the need for specific items arise, this need will be broadcast in the normal way.

We strongly urge the public to find out what may be required before committing to donating goods. These donations often cause an unnecessary financial and storage burden for your local government as has been demonstrated following other national disasters.

The best way to assist those in need is through your generous donation of money and this is best achieved through the Lord Mayor's Disaster Relief Fund of WA, or through agencies such as the Australian Red Cross. These avenues for cash donations will be widely advertised so watch the media.

Thank you for your generous support.

Choose an item.

[Click here to enter text.](#)



## 9.3 **MANAGER OF WORKS AND SERVICES:**

### 9.3.1 10 Year Road Construction Program – 2021 to 2031

Applicant:	N/A
File Ref. No:	ADM096
Disclosure of Interest:	Nil
Date:	9 <sup>th</sup> March 2020
Author:	Bruce Brennan/Gary Sherry
Attachments:	9.3.1A Draft 10 Year Road Program

#### **Summary**

**Council is to consider an updated draft 10 Year Road Construction Program for the years 2020 to 2030.**

#### **Background**

Council's largest area of operations is completion of the annual road works program.

Planning for future years road construction programs have very long lead times. A 10 Year Road Construction Program gives staff direction on Council's intended program and this information will form the basis of grant applications. For example Council needs to submit completed applications for the 2022/23 state government funded program by 30<sup>th</sup> August 2021.

It is envisaged that Council will reconfirm their 10 Year Road Construction Program at about this time annually. This will provide opportunity for the program to respond to changes in Council and community priority and grant funding opportunities.

#### **Comment**

A draft 10 Year Road Construction Program is included at Attachment 9.3.1A.

The draft 10 Year Road Construction Program includes:

1. Council completing \$2,027,117 of road construction works in 2021/22. This is significantly more than the \$1,077,666 budgeted for completion in 2020/21.
2. Council receiving \$1,664,769 in tied grants from the State and Federal governments in 2021/22. Again this is significantly more than the \$742,778 received in 2020/21.
3. The most significant change in the draft 10 Year Road Construction Program is the addition of a four year project to upgrade the Cuballing East Road funded through the Wheatbelt Secondary Freight Network (WSFN) project. This \$5,195,503 project is 93% funded to the amount of \$4,831,818 by the WSFN.

Despite extensive use of contracted services, this significant project will place limitations Council's ability to complete additional works in the future. There expectation of Council receiving additional WSFN funding to improve the Wandering Narrogin Road in the next four years. While timing is uncertain, this will further impact on Council's capacity.

4. Completing repairs to sections of failed pavement on the Wandering Narrogin Road in 2021/22. This road is the busiest of all of Council's regionally significant roads and this reinstatement project takes priority over widening works. This works will be funded by State Roads funding.



5. Completing widening works on the Wandering Narrogin Road to completion over the next 3 years. This will be the final stage in a 20 year program of improvement.
6. Continue the widening program on Stratherne Road in 2021/22 year. Applications for funding are a lesser priority than the Wandering Narrogin Road and therefore the scope of works able to be completed will be dictated by the maximum grant available to Council.

Stratherne Road is currently a road of regional significance and eligible for State Roads Funding through the Regional Road group. This may change in future and therefore widening works should commence as soon as possible. A larger amount of works are planned for 2023/24.

7. Upon completion of the widening program on the Wandering Narrogin Road, Council will commence a construct and seal program on the Congelin Narrogin Road in 2024/25. This road is still seen as a greater priority than Stratherne Road and a larger amount of grant funding will be sought.
8. Upgrading of the single lane Bunmulling Road Bridge in Popanyinning. This bridge is one of the older bridges in the state and replacement is anticipated, but not finalised, in 2023/24. Council will receive funding through the WA Local Government Grants Commission (WALGGC) to replace the bridge, but only to the current single lane standard. The current estimate for the bridge replacement is \$2,500,000 although designs are still being developed in conjunction with Main Roads WA. In addition to the bridge replacement, additional changes to the road network of \$800,000 is anticipated.

A different site for the bridge has been located upstream of the current bridge. At this point the river is narrower and reduce the size of the new bridge. Not requiring demolition of the old bridge prior to construction of the new bridge also reduces cost. This will require an extension to the Popanyinning East Road to the new bridge and the termination of the Bunmulling Road at the intersection with the Popanyinning East Road. The existing bridge can remain as a pedestrian bridge with Council to meet the full cost of ongoing maintenance.

The draft program identifies funding for the project of \$2,500,000 through the WALGGC, and Main Roads WA. This funding matches completely all costs of the new bridge construction.

The draft program identifies funding the associated road construction cost of \$800,000 for this project being met by a contribution of \$138,000 of Roads To Recovery Funding and Council loan funds of \$632,000. Council will investigate alternative sources of additional funds to assist in completing the new bridge and associated road works.

The draft program outlines that the upgrading of this bridge is a significant community investment that will provide service for at least 50 years. It will provide ongoing benefit by reducing road safety, making the Popanyinning Road network simpler and easier to use and will allow the upgrading of the RAV rating of the surrounding roads.

9. Bridgeworks have been programmed for the one of the three bridges on Wardering Road. Bridge 4865 is programmed for a concrete overlay in 2022/23.

Council will receive funding through the WA Local Government Grants Commission (WALGGC) to replace the bridge, but only to the current single lane standard.



In doing this work, Council has the opportunity to consider widening the bridges from their current 7.2 metres to 8.1 metres. Such a widening will allow for future upgrading of the roads heavy haulage permits as well as make the road safer.

Such a widening need to occur in conjunction with the concrete overlay works. If done separately Council would be responsible for both the cost of widening and for the cost of a replacement overlay.

While the bridges haven't been assessed for such widening, it is proposed that if the bridges can be widened for up to \$40,000 this will occur. If the bridge widening is not able to be achieved for this amount, it would not occur. This contribution of \$40,000 is included 2022/23 years.

Bridge 4864 on Wardering Road completed a concrete overlay and widening in 2018/19 for a contribution of \$27,000..

10. Ongoing funding of State Road Funding and the Federal Roads to Recovery at current levels. 2021/22 is the third year of a five year Federal Roads to Recovery Program. This level of funding available under this program past 2024/25 forward may change. In the past government has boosted funding and this has allowed Council to bring forward road projects.

### Strategic Implications

#### Shire of Cuballing Strategic Community Plan 2017-2027

#### ECONOMY – Our Economy, Infrastructure, Systems and Services.

##### Goals

- Community infrastructure and services delivered in a timely manner, are well utilised, effective and meet the expectations of the community.
- Transport systems that are functional, efficient, economical and safe, coupled with continuous improvement to meet the safety and amenity needs of the community.
- Managing community assets in a whole of life and economically sustainable manner.
- Promoting sustainable and diverse economic development opportunities that make the Shire of Cuballing an attractive place to live, work and visit.

	Strategy	Outcome
3.1	Deliver a diverse range of affordable services and infrastructure across the Shire.	A range of services, facilities and programs that the broadest community can access.
3.2	Ensure essential services and infrastructure are aligned to community needs now and in the future.	Services and infrastructure which meets the needs of the broadest community and responds to changing priorities.
3.3	Deliver and advocate for a diverse and safe transport system which is efficient and meets the needs of all users.	A diverse and safe transport system that balances the needs of all users including pedestrians, cyclists, private vehicles, public transport and freight.
3.4	Create and strengthen partnerships to advocate for and deliver community facilities, and services and major infrastructure.	The community has access to a range of education, health, cultural, recreational and transport opportunities to maximise their potential.
3.5	Maintain a robust asset management practices and maintenance programs.	Assets which meet the expectations of the community.

### Statutory Environment – Nil



Policy Implications – Nil

Financial Implications

There are no direct financial implications at this time.

The draft 10 Year Road Construction Program provides for a Council sourced contribution to road construction of projects in the vicinity of \$250,000. Council's contribution is listed as higher in 2021/22, because Council is holding grant funding received in 2020/21 for projects not completed in 2020/21. Uncertainty over future grant funding in the later years of the project reduces this contribution to \$167,000.

Economic Implication

Ensuring that Council's roads are maintained and improved provides economic benefit to local industry utilising these roads.

Social Implication

In such a geographically dispersed population, ensuring that Council's roads are maintained and improved provides considerable social benefit. Ensuring appropriate road safety infrastructure also has significant social impact.

Environmental Considerations

Council has received the required environmental approvals to complete most road construction and maintenance requirements for the next ten years.

Consultation

Main Roads WA  
Wheatbelt Secondary Freight Network  
Department of Water and Environment Regulation

Options

The Council can resolve:

1. the Officer's Recommendation;
2. to adopt an amended road program;
3. direct staff to make amendments to the draft 10 Year Road Construction Program that will be considered at a future meeting of Council.

Voting Requirements – Simple Majority

**COUNCIL DECISION 2021/052:**

**That Council adopt the draft 10 Year Road Construction Program included at Attachment 9.3.1A.**

**Moved: Cr Hopper**

**Seconded: Cr Bradford**

**Carried 6/0**



Expenditure													
Road	Source Funds	2020/21 Budget	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	Explanation
Cuballing East Road	WSFN		1,195,813										Reconstruct/upgrade to achieve a min 11m carriageway and 8m seal & deeper stronger pavement. Sections from SLK 0.10 - 2.89 & 3.89 - 4.21 - totalling 3.11km
Cuballing East Road	WSFN			1,318,703									Reconstruct/upgrade to achieve a min 11m carriageway and 8m seal & deeper stronger pavement. Sections from SLK 4.55 - 8.51 - totalling 3.96km. Final Seal to works in the 2021/22
Cuballing East Road	WSFN				1,279,492								Reconstruct/upgrade to achieve a min 11m carriageway and 8m seal & deeper stronger pavement. Sections from SLK 8.51 - 10.49 & 11.17 - 12.70 & 13.26 - 13.50 - totalling 3.75km. Final Seal to works in 2022/23
Cuballing East Road	WSFN					1,401,495							Reconstruct/upgrade to achieve a min 11m carriageway and 8m seal & deeper stronger pavement. Sections from SLK 13.72 - 18.11 - totalling 4.39km. Final Seal to works in 2023/24 and 2024/25.
Wandering Narrogin Road	RRG	158,635											Clear, shoulder widening stabilise primer seal SLK 25.13-27.21, Final seal SLK 20.46-22.77
Wandering Narrogin Road	RRG	350,069											Clear, shoulder widening stabilise primer seal SLK 27.21-29.57, Final seal SLK 25.13-27.21
Wandering Narrogin Road	RRG		61,488	300,000	50,000								Clear, shoulder widening stabilise primer seal SLK 29.57-31.83, Final seal SLK 27.13-29.57, Final seal SLK 29.57-31.83
Wandering Narrogin Road	R2R/RRG	6,804											Reconstruction of failing section Road West of Dryandra Forrest and Final Seal
Wandering Narrogin Road	RRG		290,662	30,000									Repair sections of Failed Pavement areas and Final Seal
Stratherne Road	RRG	150,944	160,344	150,000	450,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	Widen, seal shoulders through narrow sections. Final seal on previous years work
Congelin Narrogin Rd	RRG					350,000	350,000	350,000	350,000	350,000	350,000	350,000	Drainage and Primerseal. Final Seal on previous years work
Cuballing West Road	R2R										122,000	46,000	Reseal
Popanyinning East Rd	R2R			163,000	91,000		120,000	118,000					Widen 7 metres, edge repairs and Reseal/Final Seal
Popanyinning East Rd	R2R						48,000	50,000	60,000				Reseals
Popanyinning East Rd	R2R	76,266	44,476										Gravel Sheet
Popanyinning West Rd	R2R		211,000	48,000									Basecourse and Primerseal. Final Seal
Reeds Rd	R2R	63,334	63,334										Gravel Sheet SLK0.0 to SLK1.0
Hart Street	R2R				120,000	30,000							Construct and Drain, Primer Seal, Final Seal
Alexandra Rd	R2R								108,000	33,000			Construct and Seal, Final Seal
Clifford Street	R2R									135,000	46,000		Construct and Seal, Final Seal
Lord Street	R2R											122,000	Construct and Seal, Final Seal
Wandering Narrogin Road	BSpot	472,669											Springhill/Nebrikinning Road Intersection realignment including land resumption
Wardering Road - Bridge 4865	Bridge			410,000									Reinforced Concrete Overlay, Widen to 8.2 metres
Bunmulling Road - Bridge 3179	Bridge					3,276,000							New Bridge & Realignment of Road
		1,278,721	2,027,117	2,419,703	1,990,492	5,207,495	668,000	668,000	668,000	668,000	668,000	668,000	



Grant Income													
Source	Source Funds	2020/21 Budget	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	Explanation
Regional Road Group	RRG	380,763	341,663	320,000	333,333	333,333	333,333	333,333	333,333	333,333	333,333	333,333	
Roads To Recovery	R2R	211,000	211,000	211,000	211,000	168,000	168,000	168,000	168,000	168,000	168,000	168,000	
Wheatbelt Secondary Freight Network	WSFN	-	1,112,106	1,226,394	1,189,928	1,303,390	-	-	-	-	-	-	
Black Spot	BSpot	294,445		-	-	-	-	-	-	-	-	-	
Reserve Transfers	Res	-	-	40,000	-	-	-	-	-	-	-	-	
Unsourced Funding	Bridge	-	-	-	-	-	-	-	-	-	-	-	
Loan Funds	Bridge	-	-	-	-	662,000	-	-	-	-	-	-	
Bridge Funding	Bridge	-	-	370,000		2,476,000	-	-	-	-	-	-	
		886,208	1,664,769	2,167,394	1,734,261	4,942,724	501,333	501,333	501,333	501,333	501,333	501,333	
Council own source Revenue	Source Funds	2020/21 Budget	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	Explanation
		392,513	362,348	252,309	256,231	264,771	166,667	166,667	166,667	166,667	166,667	166,667	



**10. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN:**

Nil

**11. URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING:**

11.1.1	Urgent Business – Electoral System for the Election of the Western Australian Legislative Council
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Applicant:	N/A
File Ref. No:	ADM52
Disclosure of Interest:	Nil
Date:	18 <sup>th</sup> May 2021
Author:	Gary Sherry
Attachments:	Nil

**Summary**

**Council is to consider reviewing urgent business relating to making a submission to the Ministerial Expert Committee reviewing and reporting on the WA Electoral system for the election of the Western Australian Legislative Council.**

Background – Nil

Comment

Staff are attempting to have the Agenda prepared at least a week before each Council Meeting. In completing this schedule, business of an urgent nature will arise from time to time in particular where commercial activities within the district would be delayed by Council not considering the item.

Statutory Environment

Shire of Cuballing – Standing Orders Local Law 1999 – Section 3.10:

3.10 Urgent Business Approved By the Person Presiding or by Decision

In cases of extreme urgency or other special circumstance, matters may, with the consent of the person presiding, or by decision of the members present, be raised without notice and decided by the meeting.

Strategic Implications – Nil

Policy Implications – Nil

Financial Implications – Nil

Economic Implication – Nil

Environmental Considerations – Nil

Consultation – Nil

Options

Council may resolve:

1. the Officer's Recommendation;
2. to not consider the urgent business.



Voting Requirements – Simple Majority

**COUNCIL DECISION 2021/053:**

**That Council consider the urgent business relating to making a submission to the Ministerial Expert Committee reviewing and reporting on the WA Electoral system for the election of the Western Australian Legislative Council.**

**Moved: Cr Dowling**

**Seconded: Cr Hopper**

**Carried 6/0**



## 11.1.2 Electoral System for the Election of the Western Australian Legislative Council

Applicant: N/A  
File Ref. No: ADM074  
Disclosure of Interest: Nil  
Date: 18<sup>th</sup> May 2021  
Author: Gary Sherry  
Attachments: 11.1.2A Ministerial Expert Committee on Electoral Reform: Discussion Paper

### **Summary**

**Council is to consider making a submission to the Ministerial Expert Committee reviewing and reporting on the WA Electoral system for the election of the Western Australian Legislative Council.**

### **Background**

When voters in the Mining and Pastoral region numbered their ballot papers at the recent state election, they probably took little notice of the Daylight Saving Party or its candidate, Wilson Tucker. After all, the party's apparent single-issue reason for existence doesn't have a lot of support in those parts, where the 2009 referendum on daylight saving was soundly rejected by voters there.

So it was not surprising that Mr Tucker managed only 98 first-preference votes on election day. What has shocked political observers and led to a public outcry for electoral reform is that with the help of a trick known as "preference harvesting", Mr Tucker will spend the next four years sitting in the Legislative Council.

WA's Minister for Electoral Affairs has last week appointed an expert committee to advise on how to reform voting for the Legislative Council.

There are no plans to change the system of voting in the Legislative Assembly, or Lower House, where each member represents a district and those in regional areas are given a weighting so that large electorates can be well served by their MP.

The terms of the Reference of the Ministerial Expert Committee On Electoral Reform include:

At the 2021 election for the Legislative Council:

- The Daylight Saving Party won one seat in the Mining and Pastoral region, having received 98 first preference votes, which is equivalent to just 0.2% of all formal votes in that region; and
- The Greens in the North Metropolitan Region received 27,077 first preference votes, or 7.4% of all formal votes in that region, but did not win a seat; and
- In the Agricultural Region, the Nationals received 22,999 votes and won two seats; and
- In the South Metropolitan Region, the Liberal Party received 67,000 votes but won only one seat;

the Government now asks the Committee to review the electoral system for the Legislative Council and provide:

1. Recommendations as to how electoral equality might be achieved for all citizens entitled to vote for the Legislative Council; AND



2. Recommendations for the distribution of preferences in the Legislative Council's proportional representation system.

#### MEMBERS

- Hon. Malcolm McCusker QC AO
- Professor John Phillimore
- Professor Martin Drum
- Dr Sarah Murray

The *Ministerial Expert Committee on Electoral Reform: Discussion Paper* is included at Attachment 11.1.2A.

Members of the public and interested organisations are invited to make written submissions to the Ministerial Expert Committee.

The Committee is only able to consider matters that relate to the Terms of Reference. Submissions that address matters outside the Terms of Reference will not be considered by the Committee.

The deadline for submissions has now been extended. Interested members of the public and stakeholders are asked to provide submissions no later than 5:00pm Tuesday 8 June 2021.

Given that electoral equality for all citizens in the Legislative Council may have significant impact on the electors of the Shire of Cuballing, the purpose of this report is for Council to consider a submission to the Expert Committee.

#### Comment

Staff have considered areas of concern for the Shire of Cuballing that Council should consider in making submission.

1. Recommendations as to How Electoral Equality Might be Achieved for all Citizens Entitled to Vote for the Legislative Council; and

A move to electoral equality is concerning for the Shire of Cuballing concerns in relation to the instructions by the Minister regarding how the electoral equality might be achieved for all citizens entitled to vote for the Legislative Council.

The Shire of Cuballing should reject the assertion by that an equal weighting system for each region in the Legislative Council of Western Australia 'fails the democratic fairness test'. Effective representation allows the consideration of alternative factors such as geography as well as population. Consideration of the vast distances of Western Australia allows the current moderately enhanced representation of the Mining and Pastoral, Agriculture and South West regions to allow the diversity of interests contained within the State of Western Australia to be adequately reflected in the Legislative Council.

The regions outside of metropolitan Perth face issues in achieving near parity in access to health services and education, the cost of living and transport, access to core Government services, to name just a few. Increasing the number of metropolitan representatives whilst decreasing regional representation will only make it harder to elevate the issues important to the Shire of Cuballing in the Parliament and with Government. It will widen the gap that currently exists between our Western Australian regional and metropolitan populations.



Given our State relies on industry, communities, and people in regional Western Australia for the wealth that underpins our economy and our society, it would seem counterproductive to pursue changes to satisfy a theoretical notion of equality.

The Officer recommends that the Shire of Cuballing support retaining a weighting of non-metropolitan enrolments that will allow the differing issues in the vast geographic areas of Western Australia to be represented in the Legislative Council.

## 2. Recommendations for the Distribution of Preferences in the Legislative Council's Proportional Representation System.

The Shire of Cuballing supports reform to the distribution of preferences in the Legislative Council's proportional representation system. The recent election of the Daylight Saving Party representative at the March 2021 State election is a compelling reason to support sensible reform. It is recommended that the Shire of Cuballing supports moving away from group voting tickets and from the requirement to number all squares on the very large Legislative Council ballot paper.

The Officer recommends that the Shire of Cuballing supports ending group voting tickets and the adoption of a method of optional preferential voting in the Legislative Council.

### Strategic Implications

Shire of Cuballing Strategic Community Plan 2017-2027

SOCIAL - Our Community, Neighbourhoods, Recreation and Culture.

Goals

- A healthy and caring community which has strong support for all ages and abilities.
- A safe community where residents feel secure and comfortable at home, work and play.
- A healthy community engaging in positive and rewarding lifestyles with access to recreational and leisure opportunities.
- A vibrant community, enjoying access to a wide range of quality arts and cultural activities.

	Strategy	Outcome
1.4	Facilitate improved access to health and welfare programs and education opportunities.	The community has access to a broad range of improving health and welfare programs and education opportunities.

Statutory Environment – Nil

Policy Implications – Nil

Financial Implications – Nil

### Economic Implications

The current weighting of non-metropolitan enrolments allows the Shire of Cuballing agricultural and manufacturing industries to be represented by a MLC that lives within the region and can understand and represent the issues of those industries in the Legislative Council.

### Social Implications

The current weighting of non-metropolitan enrolments allows the Shire of Cuballing residents to be represented by a MLC that lives within the region and can understand and represent the issues of those residents in the Legislative Council.



Environmental Considerations – Nil  
Consultation – Nil

Options

The Council can resolve:

1. the Officer's Recommendation;
2. an amended Officer's Recommendation;
3. to not make a submission to the Ministerial Expert Committee On Electoral Reform.

Voting Requirements – Simple Majority

**COUNCIL DECISION 2021/054:**

**That Council, in a submission to the Ministerial Expert Committee On Electoral Reform, supports:**

- 1. retaining a weighting of non-metropolitan enrolments that will allow the differing issues in the vast geographic areas of Western Australia to be represented in the Legislative Council; and**
- 2. the ending of group voting tickets and the adoption of a method of optional preferential voting in the Legislative Council.**

**Moved: Cr Dowling**

**Seconded: Cr Ballantyne**

**Carried 6/0**



## Ministerial Expert Committee on Electoral Reform: Discussion Paper

### Introduction

The Ministerial Expert Committee on Electoral Reform invites the public to make submissions on issues on which it has been asked to make recommendations, and has produced this Discussion Paper for that purpose.

Submissions can be made by 5pm, 8 June 2021 at: [submissions@waelectoralreform.wa.gov.au](mailto:submissions@waelectoralreform.wa.gov.au) or by post to the attention of the Committee to 11th Floor Dumas House 2 Havelock Street WEST PERTH WA 6005.

Those who have already made a submission are welcome to amend or add to their existing submission.

### Terms of Reference

The Committee's Terms of Reference (**attached as Appendix 1**) ask it to review the electoral system for the Legislative Council and to provide recommendations on two matters:

1. How electoral equality might be achieved for all citizens entitled to vote for the Legislative Council; and
2. The distribution of preferences in the Legislative Council's proportional representation system.

It is important that it be understood that the Committee's role is defined by and limited to the Terms of Reference. The Committee is not asked to recommend to the Government whether or not it is desirable to achieve electoral equality for Legislative Council elections. That is not in the Terms of Reference. The Committee's task is to recommend how "electoral equality" might be best achieved. Nor is the Committee asked to consider either abolition of the Legislative Council (as happened in Queensland in 1922) or a reduction in its membership (each of which would require a referendum).

### Structure of the Discussion Paper

The structure of the Discussion Paper is as follows. Section 1 provides the background and context for the proportional voting system used to elect members to the Western Australian Legislative Council. Section 2 outlines the number of electors enrolled in the different regions within the Legislative Council, and how these numbers have changed since the regions were established in 1987. Section 3 looks at voter preferences. Section 4 outlines the various upper house models in use across other State jurisdictions in Australia.

#### **1. The electoral system for the Western Australian Legislative Council**

##### **A brief history**

The Western Australian Legislative Council was established in 1832. It became a wholly elected chamber in 1894, but with the franchise limited to landowners and those of a prescribed level of income. Universal suffrage was finally introduced in 1962, and the Council consisted of a series of 2-member electorates (called provinces), with half the members (or MLCs) being elected at each



election for a 6 year term. There were from the outset significant differences in the number of electors per province, both between metropolitan and non-metropolitan provinces, and between different non-metropolitan provinces.

In 1987, a new system of multi member electorates (called regions), elected by proportional representation, was introduced. Six regions were established. All MLCs now have 4 year terms, and face electors at each election rather than the former situation of only half the Council being replaced each election. Three regions – North, South and East Metropolitan – were established in the metropolitan area with 7, 5 and 5 MLCs each respectively; and 3 regions in the non-metropolitan area – South West, Agricultural, and Mining and Pastoral – with 7, 5 and 5 MLCs respectively. Significant enrolment variation between the non-metropolitan and metropolitan regions persisted, although to a lesser extent than before.

The metropolitan area of Perth was specified in the legislation, with the 3 metropolitan regions fitting within that boundary and the other 3 regions outside it. An independent Electoral Distribution Commission was established to determine the boundaries for Legislative Assembly districts and Legislative Council regions after each election. Legislative Council regions were created by aggregating several Legislative Assembly districts. The Commissioners, in making their determination, must “generally” work within the context of the region scheduled in the Metropolitan Region Town Planning Scheme Act 1959 (WA) and Rottnest Island. Furthermore, land use and physical features as well as communities of interest, local government boundaries, existing regions and districts, the trend of demographic changes and means of communication, travel and distance from Perth, all guide the Commissioners in setting boundaries for the regions.

In 2005, after the election that year, changes were made to the Legislative Council’s electoral system. At the same time, one vote one value was introduced in the Legislative Assembly. The number of MLCs increased from 34 to 36, and the 6 regions each return 6 members, rather than the previous system of 2 regions having 7 MLCs and 4 having 5 MLCs. The metropolitan regions elect 18 MLCs, as do the non-metropolitan regions. The Act now stipulates that there should be approximately equal numbers of “complete and contiguous” districts in the 3 metropolitan regions. There is no such stipulation for the 3 non-metropolitan regions. Maps of the Legislative Council regions are attached in Appendix 2.



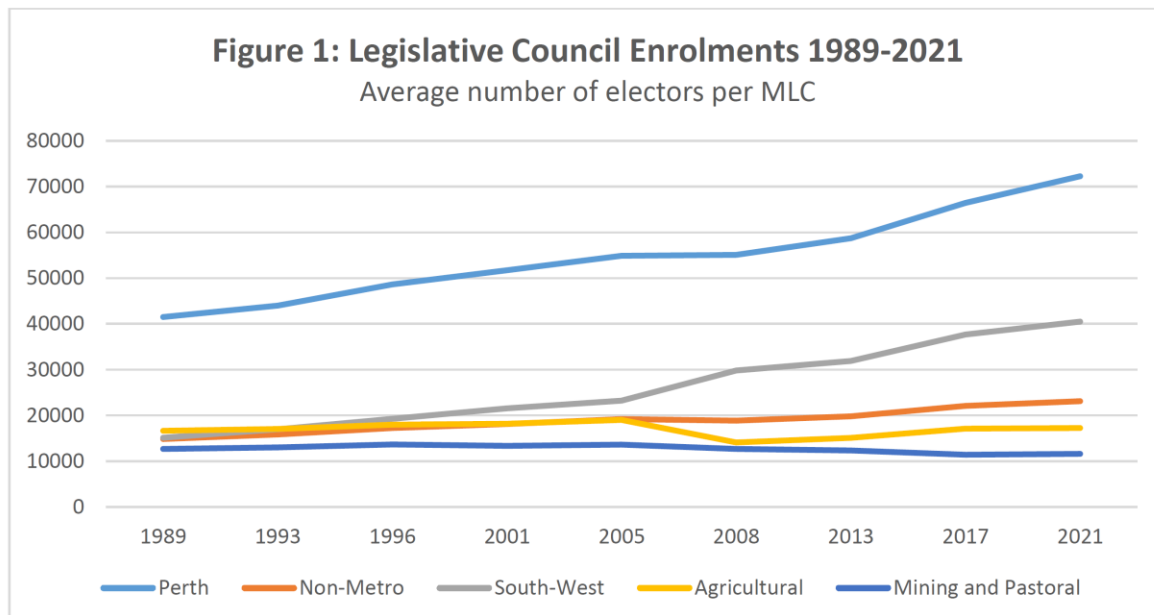
## 2. Electoral enrolment in each region under the current system

The current enrolment figures for each Legislative Council region are provided in Table 1.

**Table 1: Legislative Council enrolments, February 2021**

Region	Enrolment (2021)	% of Total enrolled electors	No. of MLCs	% of Total MLCs	Electors per MLC	LA Districts
Agricultural	103,378	6.02%	6	16.70%	17,230	4
East Metropolitan	423,759	24.68%	6	16.70%	70,627	14
Mining and Pastoral	69,651	4.06%	6	16.70%	11,609	4
North Metropolitan	427,779	24.92%	6	16.70%	71,297	14
South Metropolitan	449,182	26.16%	6	16.70%	74,864	15
South West	242,983	14.15%	6	16.70%	40,497	8
<b>TOTAL</b>	<b>1,716,732</b>	<b>100.00%</b>	<b>36</b>	<b>100.00%</b>	<b>286,122</b>	<b>59</b>

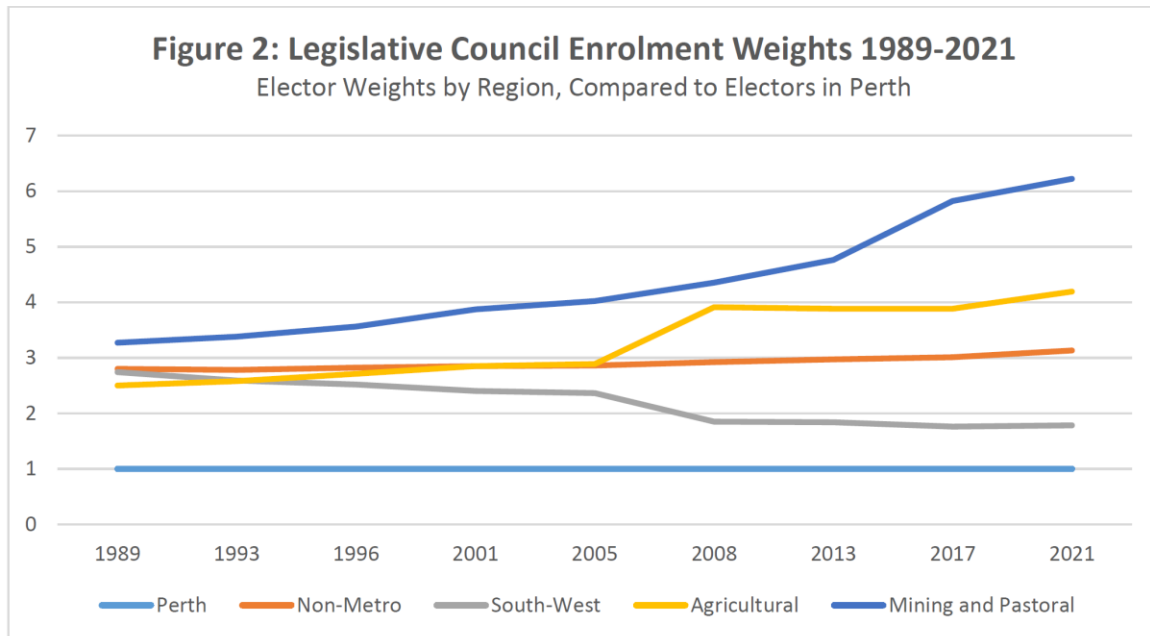
Table 1 shows the wide difference in enrolments per region and per MLC. The trends over time since the adoption of regions and proportional representation in the Council are shown in Figure 1.



**Figure 1:** Calculations by Antony Green based on WAEC Election Statistics, (<https://antonygreen.com.au/was-zonal-electoral-system-and-the-legislative-council-reform-debate/>)



Figure 1 shows that there was a gradual increase in the disparity of enrolments per MLC between South West and the other two non-metropolitan regions between 1989 and 2005, accentuated by the changes made after the 2005 election. This growing disparity is clear in Figure 2, which is based on electoral weighting between the regions, compared to the metropolitan average (labelled Perth here).



**Figure 2:** Calculations by Antony Green based on WAEC Election Statistics, (<https://antonygreen.com.au/was-zonal-electoral-system-and-the-legislative-council-reform-debate/>)

Figure 2 shows that on average, non-metropolitan electors have about three times the voting weight of metropolitan electors in the Legislative Council. Overall, non-metropolitan as against metropolitan weighting has increased steadily from 2.8:1 in 1989 to 3.1:1 in 2021, as the proportion of the State's population living in the metropolitan area has increased. Within the non-metropolitan area, the three regions had approximately similar numbers of electors per MLC when the new system was introduced in 1989. However, as the population shifted towards the South West, this changed. By the time of the 2005 election, the ratio of electors per MLC in Agricultural region compared to South West region had increased from 0.9:1 to 1.2:1, while the ratio for Mining and Pastoral region to South West region increased even more, from 1.2:1 to 1.7:1.

The post-election 2005 changes to the Electoral Act reduced the number of MLCs for South West region from 7 to 6, and increased the number of MLCs from 5 to 6 in both Agricultural region and Mining and Pastoral region. Consequently, the weighting towards Agricultural and Mining and Pastoral regions compared to South West increased markedly, and has continued to do so, as population in the South West grows relative to the other 2 regions. At the 2021 election, South West had 40,497 enrolled electors per MLC, compared to Agricultural's 17,230 and Mining and Pastoral's 11,609. By contrast, the average metropolitan region has 72,262 enrolled electors per MLC. Agricultural now has 2.35 times the voting weight of South West, compared to 1.22 in 2005 (and 0.91 in 1989). Mining and Pastoral now has 3.49 weighting compared to South West, up from 1.70 in 2005 (1.19 in 1989).



In 2021, the two least populous regions (Agricultural, Mining and Pastoral) comprise 10.1% of the total number of electors enrolled in the state, but elect one third (33.3%) of MLCs. More than 6 times as many electors in the metropolitan region are required to elect an MLC compared to one voter in the Mining and Pastoral region. The fixed metropolitan border in the Legislative Council means there is no automatic mechanism to prevent a continuing rise in this disparity.

Legislative Council regions are currently created by aggregating Legislative Assembly districts. The number of districts in each region is listed in the right hand column in Table 1. The two least populous regions (Agricultural and Mining and Pastoral) are each made up of 4 Legislative Assembly districts, compared to 8 for South West region. Two of the three metropolitan regions contain 14 districts and one, South Metropolitan, contains 15 districts. This has occurred because there are 43 districts in the fixed metropolitan region, a number which is not divisible by 3. As a result, South Metropolitan has more enrolled electors per MLC than North Metropolitan or East Metropolitan.

### 3. Voter preferences

The changes in 1987 established a system of group voting tickets in Legislative Council elections. This means electors choose to either vote for just one group (usually a political party) 'above the line', or alternatively they can preference all candidates (sequentially from most to least preferred) 'below the line'. For a 'below the line' vote, electors are instructed to number every square. Candidates are elected when they reach the required quota of valid votes. In the Legislative Council, with 6 MLCs to be elected per region, the quota is one-seventh, or 14.29%, of the total valid votes cast.

The vast majority of electors in WA vote for just one group 'above the line' (see Table 2). A group must lodge with the Electoral Commission a statement of preferences which indicates how their group votes will be distributed if the group is eliminated, or if it has a surplus (above quota) to transfer. This means that 'above the line' preferences between groups are decided by the group they have voted for rather than by the voter.

**TABLE 2: Above and Below the Line Voting, 2021 Election**

	ATL	BTL #1 candidate	BTL other candidates	Total Valid	% ATL	% BTL #1	% BTL other
<b>Agricultural</b>	84,509	1,503	481	86,493	97.7%	1.7%	0.6%
<b>East Metro</b>	341,280	8,128	2,765	352,173	96.9%	2.3%	0.8%
<b>Mining &amp; Pastoral</b>	48,022	747	295	49,064	97.9%	1.5%	0.6%
<b>North Metro</b>	356,731	7,040	2,458	366,229	97.4%	1.9%	0.7%
<b>South Metro</b>	371,717	6,110	2,283	380,110	97.8%	1.6%	0.6%
<b>South West</b>	200,810	3,225	1,064	205,099	97.9%	1.6%	0.5%
<b>Total</b>	<b>1,403,069</b>	<b>26,753</b>	<b>9,346</b>	<b>1,439,168</b>	<b>97.5%</b>	<b>1.9%</b>	<b>0.6%</b>



**Table 2:**

*ATL means the elector voted "1" in the one square for a group 'above the line'.*

*BTL #1 candidate means the elector voted '1' for the first listed candidate in a group, 'below the line'.*

*BTL other candidate means the elector voted for a candidate not listed at the top of the group list.*

In the Legislative Council, voting 'above the line' is the dominant method. In 2021, 97.5% of electors voted 'above the line' in the Legislative Council. Three quarters of the 2.5% of electors who voted 'below the line', voted for the first-listed candidate, rather than for a candidate lower down a group list (1.9% compared to 0.6%).

As Table 3 demonstrates, the number of candidates on the ballot has increased sharply over the last two electoral cycles (2017 and 2021). This has made the task of voting 'below the line' more onerous.

**TABLE 3: Nomination of candidates: Western Australian Legislative Council 1989-2021**

<b>Election</b>	<b>Number of candidates</b>
1989	135
1993	126
1996	129
2001	159
2005	185
2008	170
2013	165
2017	302
2021	325

#### **4. Group voting tickets in Australia**

All state jurisdictions except Tasmania have adopted proportional representation in their upper houses, using the divided ballot and group voting tickets. Group voting tickets were first introduced in the Senate in 1984 with the aim of reducing informal voting, as before then it had been compulsory for electors to number all candidates in order of preference. The large number of candidates in multi-member Senate electorates meant informal voting rates were much higher than in the House of Representatives.

While informal voting did decline significantly as a result (and remains lower in all systems using the group voting ticket system – for example, in the 2021 state election, the informal vote was 1.9% in WA's Legislative Council compared to 3.8% in the Legislative Assembly), over time the number of groups on the ballot increased. Using preference-swapping arrangements, some groups were successful in being elected with a tiny percentage of the vote. This, plus the growing size and complexity of the ballot paper, led to NSW abolishing group voting tickets after its 1999 state election, followed later by the Senate and South Australia (see Table 4).



**TABLE 4 – Proportional representation in Australian upper houses**

Jurisdiction	Introduction of Proportional Representation	Introduction of Divided Ballot Paper and Group Voting Tickets	Abolition of Group Voting Tickets
Senate	1949	1984	2016
New South Wales	1978	1988	2003
Victoria	2006	2006	..
Western Australia	1989	1989	..
South Australia	1975	1985	2018

**Table 4:** Antony Green, *Submission to the Victorian Parliament's Electoral Matters Committee Inquiry into the Conduct of the 2018 Victorian State Election* ([https://www.parliament.vic.gov.au/images/stories/committees/emc/2018\\_Election/Submissions/103.\\_Antony\\_Green.pdf](https://www.parliament.vic.gov.au/images/stories/committees/emc/2018_Election/Submissions/103._Antony_Green.pdf))

In the NSW, SA and Commonwealth upper houses, a system of optional preferential voting now exists. Electors indicate their own preferences between parties, either by voting for one or more parties above the line, or for a certain number of candidates below the line. Parties are no longer able to submit a list of preferences on behalf of a voter who has voted 'above the line'.

Both WA and Victoria currently retain group voting tickets for 'above the line' voting. However, Victoria has reduced the minimum number of 'below the line' preferences required for a formal vote (electors must indicate at least 5 preferences). In WA, electors are still asked to fill all numbers, if voting below the line.

The shift in some jurisdictions away from group voting tickets and from the requirement to number all squares below the line usually means that the last few seats are filled 'below quota'. This occurs because when an elector only indicates a small number of preferences, and all that elector's preferred parties are eliminated from the count (or their surplus quota is distributed), then their vote is 'exhausted' and cannot be transferred to a remaining candidate. This does not occur in WA's compulsory preferential system.

With a change to optional preferential voting, the number of exhausted votes increases, and the likelihood of candidates winning on less than a full quota towards the end of the count also increases, as there are insufficient votes to transfer. However, abolishing group voting tickets makes it much more difficult for parties with very few primary votes to pass (on preferences) other parties with a higher primary vote, to win one of the final seats.

### **5. Upper House Models in Australian jurisdictions**

In Australia, the Commonwealth and 5 states have upper houses of parliament. Queensland abolished its Legislative Council in 1922, while the Northern Territory and Australian Capital Territory have never had an upper house.

Most Australian upper houses have followed a similar trajectory in their electoral systems, by introducing proportional representation to elect multiple members per electorate, and adopting a divided ballot paper which enables a voter to vote for a group above the dividing line, or for individual candidates below the line.

Table 5 summarises the current situation in Australian state upper houses.



TABLE 5: Electoral characteristics of State upper houses in Australia

State	No. of members	Electorates	Quota for election	Largest enrolment	Smallest enrolment	Variance Largest: smallest	Length of term	Preference system
<b>NSW (2019)</b>	42 (21)	1 Whole of state electorate	4.55%	5,271,775	5,271,775	1	8 years Split terms	Semi-optional  No group voting
<b>VIC (2018)</b>	40	8 5 MLCs per region	16.67%	545,514 (West Metro)	471,221 (East Metro)	1.16	4 years Single term	Semi-optional^  Group voting
<b>WA (2021)</b>	36	6 6 MLCs per region	14.29%	449,182 (South Metro)	69,651 (Mining & Pastoral)	6.45	4 years Single term	Compulsory  Group voting
<b>SA (2018)</b>	22 (11)	1 Whole of state electorate	8.33%	1,201,775	1,201,775	1	8 years Split terms	Semi-optional  No group voting
<b>TAS* (2021)</b>	15	15 Single member electorate	50% +1 (Single member)	29,084 (McIntyre)	23,085 (Pembroke)	1.26	6 years Split terms	Semi-optional

**Table 5:**

^Hybrid system – group voting tickets above the line plus optional preferencing below the line

\*Tasmanian upper house electorates are decided on a rolling basis, so these figures are updated more frequently. The figures used here are based on the 2021 state election.

There are two basic models of upper house representation in Australia.

### Region-based models in Australia

Victoria and WA have region-based models, dividing the state into electoral regions. In Victoria, there are 8 regions, each of which elects 5 MLCs. WA has 6 regions each electing 6 members. Although each state currently has equal numbers of MLCs per region, this is not essential (as noted earlier, from 1989 to 2005, WA had two regions each with 7 MLCs and 4 regions with 5 MLCs each). The Victorian Legislative Council regions are each made up of 11 Legislative Assembly districts, and have roughly equal enrolments (no region may vary by more than 10% above or below the average enrolment per region). In WA, by contrast, there are significant variations in the number of Legislative Assembly districts that make up each Legislative Council region, and enrolments per region vary significantly.

The electoral system for the Australian Senate is also based on a regional representation model. The Senate has 76 members. The 6 states each have 12 Senators (with 6 Senators normally being



elected at each half-Senate election), and the two territories each elect 2 Senators at each election. As a result, the less populous states have significant vote weighting. Equal State representation in the Senate was a crucial precondition insisted upon by the 6 colonies before they agreed to form the Commonwealth of Australia in 1901. This arrangement is common in federations.

#### **‘Whole of state’ models in Australia**

New South Wales and South Australia each have just one electorate (the whole state). Each MLC is elected by all of those eligible to vote in that state. Unlike WA or Victoria, both NSW and SA elect only half the Council at each election, with each MLC serving 8 year terms. In NSW, there are 42 MLCs, with 21 being elected at each election. South Australia has 22 MLCs (11 elected each election). The quota to elect an MLC is thus smaller – 4.55% in NSW and 8.33% in SA – than in the Victorian and WA regions (quotas of 16.67% and 14.29% respectively). The whole of state electorate model in NSW and SA ensures precise equality between electors, as they are all in the one electorate and every elector has just one vote.

#### **The Committee invites submissions on:**

- (a) which model (whole-of-state electorate or region-based) is preferable to achieve electoral equality;**
- (b) the strengths and drawbacks of each model;**
- (c) whether any other electoral model, not covered in this Discussion Paper, is better suited to achieve electoral equality, with reasons; and**
- (d) what changes (if any) should be made to the distribution of preferences in the Legislative Council’s proportional representation system, including group voting tickets.**

#### **How to make a submission:**

Submissions can be made by 5pm on the 8 June 2021 at:

[submissions@waelectoralreform.wa.gov.au](mailto:submissions@waelectoralreform.wa.gov.au) or by post to the attention of the Committee to 11<sup>th</sup> Floor Dumas House 2 Havelock Street WEST PERTH WA 6005.



**12. CONFIDENTIAL MATTERS:**

Nil

**13. NEXT MEETING:**

Ordinary Council Meeting, 2.00pm, Wednesday 16<sup>th</sup> June 2021 at the Shire of Cuballing Council Chambers, Campbell Street, Cuballing.

**14. CLOSURE OF MEETING:**

There being no further business, the Shire President, Cr Conley, closed the meeting at 4:23pm.