



AGENDA

Shire of West Arthur
Ordinary Council Meeting
Thursday 24 July 2025

NOTICE OF MEETING

Dear Elected Member

The next Ordinary Council meeting of the Shire of West Arthur will be held on Thursday 24 July 2025 in the Council Chambers commencing at 7.30pm.

Vin Fordham Lamont
CHIEF EXECUTIVE OFFICER

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of West Arthur for any act, omission or statement or intimation occurring during Council or Committee meetings or during formal/informal conversations with staff. The Shire of West Arthur 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 or Committee meetings or discussions. Any person or legal entity that act or fails to act in reliance upon any statement does so at the 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 West Arthur during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of West Arthur. The Shire of West Arthur warns that anyone who has an application lodged with the Shire of West Arthur must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of the application, and any conditions attaching to the decision made by the Shire of West Arthur in respect of the application.



Shire of West Arthur

Notice of Ordinary Council Meeting

In accordance with the Local Government Act 1995 and *Local Government (Administration) Regulations 1996* Reg 12 (2) it, is hereby notified that as from January 2025 to December 2025, Ordinary Council meetings of the Shire of West Arthur will be held as follows:

DATE	LOCATION	TIME
27 February 2025	Council Chambers	7.00pm
27 March 2025	Council Chambers	7.30pm
24 April 2025	Council Chambers	7.30pm
22 May 2025	Council Chambers	7.30pm
26 June 2025	Council Chambers	7.30pm
24 July 2025	Council Chambers	7.30pm
28 August 2025	Council Chambers	7.30pm
25 September 2025	Council Chambers	7.30pm
23 October 2025	Council Chambers	7.30pm
27 November 2025	Council Chambers	7.30pm
18 December 2025*	Council Chambers	7.30pm

* March meeting third Thursday to avoid Easter

* April meeting third Thursday to avoid Anzac Day

* December meeting third Thursday to avoid Christmas

DISCLAIMER

INFORMATION FOR THE PUBLIC ATTENDING COUNCIL MEETINGS

Please Note:

The recommendations contained in this agenda are officers' recommendations only and should not be acted upon until Council has resolved to adopt those recommendations.

The resolutions of Council should be confirmed by perusing the minutes of the Council meeting at which these recommendations were considered.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's decision.

Meeting Procedures:

1. All Council meetings are open to the public, except for matter raised by Council under "confidential items".
2. Members of the public may ask a question at an ordinary Council Meeting under "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 proceeding, 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 decision of the Shire of West Arthur.

Council Meeting Information:

Your Council generally handles all business at Ordinary or Special Council Meetings.

From time to time Council may form a Committee to examine subjects and then report back to Council.

Generally all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal and other sensitive matters under "confidential items". On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.

Public Question Time. It is a requirement of the *Local Government Act 1995* to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the presiding member.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and the response is included in the meeting minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next ordinary meeting of Council.

Councillors may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter trivial, insignificant or in common with a significant number of electors or ratepayers. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff, who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the presiding member of the meeting will advise the Officer if he/she is to leave the meeting.

Agendas, including an Information Bulletin, are delivered to Councillors within the requirements of the *Local Government Act 1995*, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Agendas, are delivered to Councillors within the requirements of the *Local Government Act 1995*, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by a Shire Officer. An Agenda item, including a recommendation, will then be submitted to Council for consideration. The Agenda closes 10 days prior to the Council Meeting.

Agendas for Ordinary Meetings are available at the Shire of West Arthur Office and on the Shire website seventy-two (72) hours prior to the meeting and the public are invited to view a copy at the Shire Office.

Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 3).

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection from the Shire of West Arthur Office and the Shire of West Arthur website within ten (10) working days after the Meeting.

Questions From The Public

Shire of West Arthur
 PO Box 112
 31 Burrowes Street
 Darkan WA 6392
 T: (08) 9736 2400
 E: shire@westarthur.wa.gov.au



Name			
Name of Organisation Representing <i>(if applicable)</i>			
Email Address			
Residential Address			
Postal Address(if different)			
Home Telephone No		Mobile No	
Agenda Item Number <i>(if applicable see below)</i>		Meeting Date	

Signature _____

Date _____

QUESTION

Each member of the public is entitled to ask up to 3 questions before other members of the public will be invited to ask their question. A total of 15 Minutes is allotted to Public Question Time at Council Meetings. If submitting questions to the Council, they are to relate to the Agenda Item tabled at that meeting.

Please Note: Members of the public must be in attendance at the Council Meeting to which they have submitted a question(s) for response. If this is not the case, the questions(s) will be treated as 'normal business correspondence and the question / response will not appear in the Council Minutes.

Please see Notes on Public Question Time on Pages 4 and 5 above.

* **Council Meetings:** Questions are to relate to a matter affecting the Shire of West Arthur.

Application For Leave of Absence

(Pursuant to Section 2.25 of the Local Government Act 1995 (as amended))

Shire of West Arthur
PO Box 112
31 Burrowes Street
Darkan WA 6392
T: (08) 9736 2400
E:
shire@westarthur.wa.gov.au



- (1) A council may, by resolution, grant leave of absence to a member.
- (2) Leave is not to be granted to a member in respect to more than 6 consecutive ordinary meetings of the Council without the approval of the Minister.
- (3) The granting of the leave is to be recorded in the minutes of the meeting.
- (4) A member who is absent without first obtaining leave of the Council throughout 3 consecutive ordinary meetings of the Council is disqualified from continuing his or her membership of the Council.
- (5) The non-attendance of a member at the time and place appointed for an ordinary meeting of the Council does not constitute absence from an ordinary meeting of Council –
 - (a) if no meeting of the Council at which a quorum is present is actually held on that day; or
 - (b) if the non-attendance occurs while –
 - (i) the member has ceased to act as a member after which written notice has been given to the member under Section 2.27 (3) and before written notice has been given to the member under Section 2.27 (5);
 - (ii) while proceedings in connection with the disqualification of the member have been commenced and are pending; or
 - (iii) while the member is suspended under section 5.117(1)(a)(iv) or Part 8; or
 - (iv) while the election of the member is disputed and proceedings relating to the disputed election have been commenced and are pending.
 - (c) If the non-attendance occurs during a period for which the member is entitled to parental leave under subsection (5B).

I, _____ hereby apply for Leave of Absence from the West Arthur Shire Council from _____ to _____ for the purpose of _____

Signature _____ Date _____

Request to Attend Meeting by Electronic Means

(Local Government Act 1995 – Section 5.25)

Local Government (Administration) Regulations 1996 –
14C

Shire of West Arthur

PO Box 112

31 Burrowes Street

Darkan WA 6392

T: (08) 9736 2400

E: shire@westarthur.wa.gov.au



Surname _____ Other Names _____

Date of Meeting _____

- Type of Meeting**
(Please tick one)
- ☐ Ordinary Council Meeting
- ☐ Committee Meeting
- ☐ Special Council Meeting

Consideration of Location and Equipment Available

Regulation 14C(5) – In deciding whether to authorise a member to attend a meeting by electronic means, the Shire President or Council must have regard to whether the location from which the member intends to attend the meeting, and the equipment that the member intends to use to attend the meeting, are suitable for the member to be able to effectively engage in deliberations and communications during the meeting.

Location Proposed

Equipment Available

IMPORTANT NOTE

The Shire President or Council cannot authorise a member to attend a meeting if the member's attendance at the proposed meeting would result in the member attending more than half of the meeting type in the 12 months prior to the requested meeting date by electronic means. (Regulation 14C(3)).

Signature _____ Date _____

*Please send this form to the Chief Executive Officer who will complete the member's attendance section and forward to the Shire President or the Council for consideration.
In the event of the request being submitted by the Shire President, the Deputy Shire President, pursuant to s5.34 of the Local Government Act 1995, is able to authorise the request.*

OFFICE USE ONLY**MEMBERS ATTENDANCE****Number of Meetings Attended by Electronic Means in the 12 Months Prior to the Meeting Date**

Ordinary Council Meeting	
Special Council Meeting	
Committee Meeting	

Number of Meetings Scheduled in the 12 Months Prior to the Meeting Date

Ordinary Council Meeting	
Special Council Meeting	
Committee Meeting	

Would Attending the Proposed Meeting Electronically Result in the Member Exceeding The 50% Requirement?☐ Yes☐ No**Council/Shire President's Consideration**

The Shire President or Council should consider the following factors in determining whether the location and equipment is deemed suitable.

LOCATION

The location must be quiet and private. If there are other people at the location at the time of the meeting, you may require the person to be in a room that has a door that can be closed during the meeting, and request that the person wear headphones if appropriate.

EQUIPMENT AND ELECTRONIC MEANS

The equipment must support Council's preferred electronic means for remote attendance, being Microsoft Teams.

Is the Location and Equipment Deemed Suitable?☐ Yes☐ No**Is the Request to Attend the Proposed Meeting by Electronic Means Approved?**☐ Yes☐ No

Signature _____

Date _____

Written Declaration of Interest in Matter Before Council

Shire of West Arthur
PO Box 112
31 Burrowes Street
Darkan WA 6392
T: (08) 9736 2400
E: shire@westarthur.wa.gov.au



NOTE: USE ONE FORM PER DECLARATION

(1) I, _____ wish to declare an interest in the following item to be considered by council at its meeting to be held on

(2) _____

(3) Agenda item _____

(4) The type of interest I wish to declare is;

- ☐ Financial pursuant to Sections 5.60A of the Local Government Act 1995.
- ☐ Proximity pursuant to Section 5.60B of the Local Government Act 1995.
- ☐ Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995.
- ☐ Impartiality pursuant to Regulation 22 of the Local Government (Model Code of Conduct) Regulations 2021

(5) The nature of my interest is

(6) The extent of my interest is

I understand that the above information will be recorded in the Minutes of the meeting and recorded by the Chief Executive Officer in an appropriate Register.

DECLARATION BY

Signature _____ Date _____

RECEIVED BY

Signature _____ Date _____

- (1) Insert your name.
- (2) Insert the date of the Council Meeting at which the item it to be considered.
- (3) Insert the Agenda Item Number and Title.
- (4) Tick the box to indicate the type of interest.
- (5) Describe the nature of your interest.
- (6) Describe the extent of your interest (if seeking to participate in the matter under the s.5.68 of the Act).

DISCLOSURE OF FINANCIAL INTEREST, PROXIMITY INTEREST AND/OR INTEREST AFFECTING IMPARTIALITY

Financial pursuant to Sections 5.60A of the Local Government Act 1995

5.60A – Financial Interest

For the purpose of this Subdivision, a person has a financial interest in a matter if it is reasonable to expect that the matter will if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person.

[Section 5.60A inserted by No. 64 of 1998 s. 30; amended by No. 49 of 2004 s. 50.]

Proximity pursuant to Section 5.60B of the Local government Act 1995

5.60B – Proximity Interest

- (1) For the purposes of this Subdivision, a person has a proximity interest in a matter if the matter concerns –
 - 1) a proposed change to a planning scheme affecting land that adjoins the person's land;
 - 2) a proposed change to zoning or use of land that adjoins that person's land; or
 - 3) a proposed development (as defined in section 5.63 (5)) of land that adjoins the person's land.
- (2) In this section, land ("the proposal land") adjoins a person's land if –
 - 1) the proposal land, not being a thoroughfare, has a common boundary with the person's land;
 - 2) the proposal land, or any part of it, is directly across a thoroughfare from, the person's land; or
 - 3) the proposal land is that part of a thoroughfare that has a common boundary with the person's land.
- (3) In this section a reference to a person's land is a reference to any land owned by the person or in which the person has any estate or interest.

[Section 5.60B inserted by No 64 of 1998 s. 30.]

Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995

5.61 – Indirect financial interest

A reference in this Subdivision to an indirect financial interest of a person in a matter includes a reference to a financial relationship between that person and another person who requires a local government decision in relation to the matter.

Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulation 2007

22 – Disclosure of interest

- (1) In this clause –
Interest –
 - 1) means an interest that could, or could reasonably be perceived to; adversely affect the impartiality of the person having the interest and
 - 2) includes an interest arising from kinship friendship or membership of an association.
- (2) A council member who has an interest in any matter to be discussed at a council or committee meeting attended by the member must disclose nature of the interest –
 - (a) in a written notice given to the CEO before the meeting; or
 - (b) at the meeting immediately before the matter is discussed.
- (3) Subclause (2) does not apply to an interest referred to in section 5.60 of the Act.

- (4) Subclause (2) does not apply if a council member fails to disclose an interest because the person did not know –
 - (a) That they had an interest in the matter; or
 - (b) That the matter in which they had an interest would be discussed at the meeting and the council member disclosed the interest as soon as possible after the discussion began.
- (5) If, under sub-regulation (2)(a), a person who is a council member discloses an interest in a written notice given to the CEO before a meeting then –
 - (a) Before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
 - (b) At the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before a matter to which the disclosure related is discussed.
- (6) Subclause (7) applies in relation to an interest if –
 - (a) Under subclause (2)(b) or (4)(b) the interest is disclosed at a meeting; or
 - (b) Under subclause (5)(b) notice of the interest is brought to the attention of the persons present at a meeting.
- (7) The nature of the interest is to be recorded in the minutes of the meeting.

Describe the extent of your interest (If seeking to participate in the matter under the s.5.68 of the act)

5.68 – Councils and committees may allow members disclosing interests to participate etc. in meetings

- (1) If a member has disclosed, under section 5.65, an interest in a matter, the members present at the meeting who are entitled to vote on the matter –
 - (a) may allow the disclosing member to be present during any discussion or decision making procedure relating to the matter; and
 - (b) may allow, to the extent decided by those members, the disclosing member to preside at the meeting (if otherwise qualified to preside) or to participate in discussions and the decision making procedures relating to the matter if –
 - (i) the disclosing member also discloses the extent of the interest; and
 - (ii) those members decide that the interest –
 - (I) is so trivial or insignificant as to be unlikely to influence the disclosing member's conduct in relation to the matter; or
 - (II) is common to a significant number of electors or ratepayers.
- (2) A decision under this section is to be recorded in the minutes of the meeting relating to the matter together with the extent of any participation allowed by the council or committee.
- (3) This section does not prevent the disclosing member from discussing, or participating in the decision making process on, the question on whether an application should be made to the Minister under section 5.69.

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1 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member to declare the meeting open.

The Presiding Member advises all attendees that the meeting is being recorded as required by s5.23A of the Local Government Act 1995 and regulations 14F - 14I of the Local Government (Administration) Regulations 1996.

2 ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

COUNCILLORS:	Cr Neil Morrell	(Shire President)
	Cr Karen Harrington	(Deputy Shire President)
	Cr Graeme Peirce	
	Cr Adam Squires	
	Cr Duncan South	
	Cr Robyn Lubcke	
	Cr Russell Prowse	
STAFF:	Vin Fordham Lamont	(Chief Executive Officer)
	Rajinder S Sunner	(Manager Corporate Services)
	Tahnee-Lee Lubcke	(Projects Officer)
	Gary Rasmussen	(Manager Works and Services)
	Sharon Bell	(Community Development Officer)

APOLOGIES:

ON LEAVE OF ABSENCE:

ABSENT:

MEMBER OF THE PUBLIC:

3 ANNOUNCEMENTS OF PRESIDING MEMBERS

Nil

4 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5 PUBLIC QUESTION TIME

Nil

6 PETITIONS, DEPUTATIONS, PRESENTATIONS, SUBMISSIONS

Nil

7 APPLICATIONS FOR LEAVE OF ABSENCE**7.1 REQUEST FOR LEAVE OF ABSENCE - CR MORRELL****BACKGROUND**

A request for leave of absence has been submitted by Cr Morrell for any in-person duties of the Shire President for the duration from 10 July to 17 October 2025 due to being on a travelling holiday.

Cr Morrell is still available to attend meetings electronically if service permits in the area.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That the Request for Leave of Absence for Cr Morrell be approved.

8 DISCLOSURE OF INTEREST

Nil

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS HELD**9.1 ORDINARY MEETING OF COUNCIL 26 JUNE 2025**

Author: Renee Schinzig, Administration Officer

Authorising Officer: Vin Fordham Lamont, Chief Executive Officer

Date: 17/07/2025

Statutory Environment:

Section 5.22 of the *Local Government Act 1995* provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That the Minutes of the Ordinary Meeting of Council held in Council Chambers on 26 June 2025 be confirmed as true and correct.

10 REPORTS FROM COUNCILLORS

Cr Neil Morrell (Shire President)

Cr Karen Harrington (Deputy Shire President)

Cr Graeme Peirce

Cr Robyn Lubcke

Cr Duncan South

Cr Adam Squires

Cr Russell Prowse

11 OFFICE OF THE CHIEF EXECUTIVE OFFICER**11.1 COMMON SEAL APPLICATION TO DARKAN SWIMMING POOL AGREEMENT**

Location:	N/A
Applicant:	N/A
Author:	Sharon Bell, Community Development Officer
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	02/07/2025
Disclosure of Interest:	Nil
Attachments:	1. Darkan Swimming Pool Agreement 2025 (1450525R3) Final

SUMMARY:

Council is requested to authorise, by Council Resolution, the affixation of the Common Seal to execute the Swimming Pool Agreement between the Shire of West Arthur and the Minister of Education.

BACKGROUND:

The Agreement was originally made between the Shire of West Arthur and the Minister of Education commencing on 1 January 2004 for a period of 21 years and expired on 31 December 2024.

COMMENT:

The Department of Education was contacted by the Shire early in 2024, as there was concern that the drafting of a new agreement could take time. The Shire was informed that the work would commence in July 2024. The final draft of the Agreement was received by the Shire on 1 July 2025.

CONSULTATION:

Consultation was carried out with the following:

- Department of Education
- Darkan Primary School staff
- Shire of West Arthur staff
- Contract Aquatics
- LGIS

STATUTORY ENVIRONMENT:

Local Government Act 1995

S9.49A Execution of Documents

School Education Act 1999

Health Act (Swimming Pools) Regulations 1964

Work Health and Safety Act 2020

POLICY IMPLICATIONS:

Policy C19 – Execution of Documents and Use of Common Seal

FINANCIAL IMPLICATIONS:

Cost of preparation of new lease.

STRATEGIC IMPLICATIONS:

West Arthur Strategic Community Plan

Theme: Community – Safe, Friendly and Inclusive

Outcome: Support available for people of all ages and abilities

Strategy: Provide infrastructure to meet the needs of the community.

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Failure to ensure new lease is in place
Risk Likelihood (based on history and with existing controls)	Almost Certain (5)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Extreme (20)
Principal Risk Theme	Ineffective facility or event management
Risk Action Plan (Controls or Treatment Proposed)	Sign lease.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That the following attached document be executed under the Common Seal of the Shire of West Arthur:

1. Agreement – Darkan Swimming Pool

2025

MINISTER FOR EDUCATION

AND

SHIRE OF WEST ARTHUR

AGREEMENT
DARKAN PRIMARY SCHOOL
SWIMMING POOL

STATE SOLICITOR'S OFFICE
COMMERCIAL AND CONVEYANCING
PERTH

TELEPHONE : (08) 9264 1176
SSO : 4232-02

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SCHEDULE**Item 1 (Clause 1.1) Land**

Lot 184 on Deposited Plan 170348 and being the whole of the land in Qualified Certificate of Crown Land Title Volume LR3002 Folio 236 and being the land in Reserve 10340

Item 2 (Clause 1.1) Facilities

The 25m x 13m 6 lane swimming pool with dedicated male, female ablution and unisex accessible ablution block, each with toilets, showers and sinks, paddle pool, covered shelter areas, paved and artificial lawn areas, pump/chlorination/filter shed including the water filtration, chlorination and pumping equipment, first aid room/emergency telephone, fencing, gates, signs, rubbish bins, hoses and bitumen car park which are contained on that part of the Land as is delineated and bordered in blue on the plan annexed hereto.

Item 3 (Clause 1.1) School

Darkan Primary School of Darkan South Road Darkan

Item 4 (Clause 2.1) Term

Ten years commencing on 1 January 2025 and expiring on 31 December 2034.

Item 5 (Clause 1.1) Commencement Date

1 January 2025

Item 6 (Clause 1.1) Further Term

Ten years commencing on 1 January 2035 and expiring on 31 December 2044

Item 7 (Clause 2.1)

Licence Fee: One Dollar per annum payable on demand

Item 8 (Clause 2.1)

8.1 The Shire shall have use the Facilities:

- (a) before 8.30am and after 3.30pm on School days;
- (b) at any time on weekends and on any days that are not School days; and
- (c) any such other time as is first agreed to by the Principal in writing.

8.2 The School shall have exclusive use of the Facilities between 8.30am and 3.30pm on all School days.

- 8.3 The School shall retain priority use of the Facilities and if the School requires use of the Facilities during times set out in item 8.1 of this Schedule, the Shire will allow the School to use the Facilities free of cost subject to the School's giving one week's prior written notice to the Shire of the times it requires use of the Facilities.

Item 9 (Clause 12)

Minister: Infrastructure Operations,
Department of Education
151 Royal Street
EAST PERTH WA 6004
Email: PropertyLeasing@education.wa.edu.au

Shire: CEO
Shire of West Arthur
31 Burrows Street
DARKAN WA 6392
FAX: 9736 2212
Email: shire@westarthur.wa.gov.au

Screening: Principal Screening Officer
Department of Education
151 Royal Street
EAST PERTH WA 6004
Ph 9264 4477
Email: screening@education.wa.edu.au

Item 10 Cost Sharing (clause 24.1)

	A. Minister	B. Shire
Facilities management		100%
Key / fee system and public entry to Facilities		100%
Employment of a pool manager		100%
Costs of chemicals	10%	90%
General minor mechanical maintenance – running repairs to pump, motor		100%
Cleaning and Rubbish removal		100%
Water testing		100%
Maintenance of car park forming part of the Facilities		100%
Cost of Major Maintenance	50%	50%
General building, fences and gates maintenance other than Minor Maintenance	50%	50%
Water and electricity costs	100%	
Maintaining / sweep pool paving	100%	

Cost Sharing Arrangement means the sharing of the Operating Costs in accordance with the table set out in Item 5 of the Schedule.

Department means the Department of Education.

Dispute means any real or perceived conflict, difference of opinion, or unresolved issue arising in connection with this Agreement or the parties' rights or obligations under this Agreement, or the Facilities.

Dispute Notice means a notice given under clause 27.2.

Equipment means minor sporting, swimming instruction and water play equipment including kickboards, noodles, floats, balls and like equipment located on the Facilities.

Facilities means the facilities described in item 2 of the Schedule.

Further Term means the further term specified in item 6 of the Schedule.

Government Agency means any government or any governmental, semi governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, Minister of the Crown, agency, entity or Parliament and includes any part of, or entity comprising, the State.

GST has the same meaning and usage as that contained in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*.

Input Tax Credit has the meaning given in section 195-1 of the GST Act.

Land means the land specified in item 1 of the Schedule.

Law means all applicable present and future laws including:

- (a) all acts, ordinances, regulations, by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth of Australia;
- (a) Authorisations;
- (b) principles of the common law or equity;
- (c) standards, codes, policies and guidelines;
- (d) the Australian Securities Exchange listing rules; and
- (e) fees, rates, taxes, levies and charges payable in respect of those things referred to in paragraphs (a), (b), (c) and (d) of this definition,

whether or not existing at the date of execution of this Agreement.

Licence means the licence referred to in clause 2.

Licence Fee means the licence fee specified in item 7 of the Schedule.

Loss means any loss, cost (including legal costs), expense, liability (whether arising in negligence or otherwise) or damage whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual prospective or contingent or any fine or penalty arising from or in connection with:

- (a) any aspect of this Agreement (including the Licence and the Facilities); or
- (b) any damage to the Facilities or other property of any person whatsoever; or
- (c) the death of, or injury or illness to, any person whatsoever..

Major Maintenance means any repairs to the structure of the pool or surrounding buildings and any replacement of infrastructure assets at end of life that are essential to the operation of the pool as a compliant group 2 aquatic facility (as set out in the Code of Practice), or other significant maintenance as agreed by the Parties.

Minor Maintenance means any maintenance or repairs to the Facilities which are not Major Maintenance and which are required to keep the Facilities operating and in good working order including cleaning, water testing, chemical adjustment, replacing filters or other consumable items, adjusting water levels, and other similar tasks.

Management Committee means the Committee set up by the Parties pursuant to clause **Error! Reference source not found.**

Operating Costs means those running costs of the Facilities as are set out in Item 10 of the Schedule.

Party depending on the context means the Minister or the Shire and

Parties means both of them.

Permitted Use means swimming for community recreational purposes in compliance with the Code of Practice.

Primary Payment means any payment by the Minister to the Local Government under this Agreement.

Principal means the person occupying the position of the Principal of the School.

Principal Contractor has the meaning given to it in the WHS Regulations.

Regulations means the *Health Act (Swimming Pools) Regulations 1964*.

Schedule means the schedule annexed to this Agreement.

School means the school described in item 3 of the Schedule.

School Days means all days on which students are required to attend the School in accordance with the SE Act.

School's Times of Use means the times the School has exclusive use of the Facilities and the Equipment as set out in Item 8.2 of the Schedule.

Session means any period of time that the Shire is allowed to use the Facilities and the Equipment as set out in Item 8.1 of the Schedule.

SE Act means the *School Education Act 1999*.

Shire's Authorised Times of Use means the times of use of the Facilities by the Local Government specified in item 8.1 of the Schedule.

Shire's Visitors means all officers, employees, agents, contractors, licensees, invitees or representatives of the Shire (including members of the general public).

State means the State of Western Australia and includes any department, agency or instrumentality of the State of Western Australia, the Parliament and any Minister (including the State), whether body corporate or otherwise and their respective employees, agents, contractors and consultants.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

Tax Invoice has the meaning given in section 195-1 of the GST Act and in the *New Tax System (Goods and Services Tax) Regulations 1999*.

Term means the term set out in clause 2.1.

WHS Act means the *Work Health and Safety Act 2020* (WA).

WHS Law means the WHS Act, the WHS Regulations and any other legislative requirements dealing with the health, safety or protection of workers, health and safety at workplaces and risks to health and safety arising from work in Western Australia, as amended, including without limitation any work health and safety codes of practice and Australian Standards.

WHS Regulations means the *Work Health and Safety (General) Regulations 2022* (WA).

Works means any works to be carried out on the Facilities by the Shire including any alterations, additions or Major Maintenance.

1.2 In this Agreement unless a contrary intention appears:

- (a) **(person)**: references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

- (a) (**includes**): the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (b) (**or**): the meaning of "or" will be that of the inclusive "or", that is meaning one, some or all of a number of possibilities;
- (c) (**party**): a reference to a "party" is to a party to this Agreement;
- (d) (**other persons**): a reference to any party or person includes their and each of their legal representatives, executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (e) (**authority**): a reference to any authority, institute, association or body is:
 - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as applicable; and
 - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (f) (**this Agreement**): a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (g) (**legislation**): a reference to any legislation or to any section or provision of it includes any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision;
- (h) (**rights**): a reference to a right includes any benefit, remedy, discretion, authority or power;
- (i) (**obligations**): a reference to an obligation includes a warranty and a reference to a failure to observe or perform an obligation includes a breach of warranty;
- (j) (**singular**): words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (k) (**headings**): headings are for convenience only and do not affect the interpretation of this Agreement;

- (l) **(clauses)**: a reference to:
 - (i) a clause, schedule or attachment is a reference to a clause, schedule or attachment of this Agreement; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (m) **(inclusive)**: a reference to this Agreement includes all schedules and attachments to this Agreement, including the Schedule;
- (n) **(defined meaning)**: where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (o) **(S)**: a reference to "S" is to Australian currency and any amounts in this Agreement are exclusive of GST, unless otherwise specified;
- (p) **(time)**: a reference to time is a reference to Western Australian Standard Time;
- (q) **(language)**: all information and documentation prepared or delivered by the parties under this Agreement will be in English;
- (r) **(form)**: writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and communication by email;
- (s) **(construction)**: no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part;
- (t) **(information)**: any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, designs, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
- (u) **(policies)**: any reference to a State of Western Australia policy or scheme is deemed to include a reference to such policy or scheme as amended, varied or replaced by the State from time to time;
- (v) **(thing)**: 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 but this is not to be taken as implying that performance of part of an obligation is the performance of the whole;
- (w) **(consortium)**: if a party consists of a consortium of two or more persons whether by way of partnership or joint venture or otherwise, then:
 - (i) an obligation imposed on a party under this Agreement binds

each person who comprises that party jointly and severally;

- (ii) each person who comprises a party agrees to do all things necessary to enable the obligations imposed on that party under this Agreement to be undertaken; and
 - (iii) the act of one person who comprises a party binds the other person or persons who comprise that party;
 - (x) **(jointly and severally)**: an agreement, representation or warranty on the part of or in favour of two or more persons binds, or is for the benefit of, them jointly and severally;
 - (y) **(electronic address)**: a reference to a document published at an electronic address is to the document as published at that electronic address on the date of execution of this Agreement;
 - (z) **(liability)** a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
 - (aa) **(year)** a reference to a year is to a calendar year;
 - (bb) **(month)** a reference to a month is to a calendar month;
 - (cc) **(contractor)** a reference to a contractor is to a contractor or consultant at any tier; and
 - (dd) **(reference to parties)** reference to the Shire using the Facilities means and includes use of the Facilities by the Shire or any of the Shire's Visitors.
- 1.3
- (a) **(Business Day)**: Where the day on or by which an act is required to be done under this Agreement is not a Business Day, the time for doing that act will be taken to be the next Business Day.
 - (b) **(day of event)**: Where time is to be reckoned by reference to a day or event, that day or the day of the event is excluded.
 - (c) **(month)**: Where time is to be counted in months and the period commences on the 29th, 30th or 31st day of a month and the month at the end of the period does not have a 29th, 30th or 31st day (as applicable), then the period will end on the last day of that month (for example, a period of 2 months which begins on 31 July will end on 30 September; and a period of 2 months which begins 30 July will end on 30 September).

- 1.4 (a) **(State's rights)**: Any right of the Minister may be exercised for the benefit of any other part of the State and any reference in this Agreement to the Loss of, or costs incurred by, the Minister includes direct Losses of, and direct costs incurred by, any other part of the State.
- (b) **(State's interests)**: Except where this Agreement expressly provides otherwise, to the extent permitted by Law nothing in this Agreement gives rise to any duty on the part of the Minister to consider interests other than the Minister's interests (including the public interest) when exercising any of its rights or performing any of its obligations.
- (c) **(fetter)**: Nothing contained in this Agreement or contemplated by this Agreement has the effect of constraining the Minister or any other part of the State or placing any fetter on the Minister's or any other part of the State's statutory rights, duties, powers or functions including any statutory rights, duties, powers or functions conferred or imposed upon the Minister for Education under the *School Education Act 1999* (WA).
- (d) **(Minister's powers, functions and duties)**: Notwithstanding anything contained or implied in this Agreement to the contrary, the parties agree that the Minister is not obliged to exercise a power, function or duty which is granted to or within the responsibility of any Government Agency, or to influence, over-ride or direct any Government Agency in the proper exercise and performance of its legal duties and functions.
- (e) **(no Claim)**: The Shire is not entitled to make any Claim against the Minister for any Loss relating to any exercise or failure by the Minister to exercise its statutory rights or duties.
- 1.5 (a) **(provisions limiting or excluding liability)**: Any provision of this Agreement which seeks either expressly or by implication to limit or exclude any liability of a party is to be construed as doing so only to the extent permitted by Law.
- (b) **(standards)**: Unless agreed or notified in writing by the Minister, a reference to Standards Australia standards, overseas standards or other similar reference documents in this Agreement is a reference to the edition last published prior to the preparation of the relevant documentation.

2 GRANT OF LICENCE

- 2.1 The Minister grants to the Shire a licence to use the Facilities and the Equipment for the Permitted Use during the Shire's Authorised Times of Use, for the Term or until such time as the Minister divests itself or is divested of its rights over or in the Land (whichever occurs sooner) for the Licence Fee. Nothing expressed or implied in this Agreement shall confer a right of exclusive occupation of the Facilities to the Shire and the Minister may at any

time and at all times and from time to time exercise all of its rights in respect of the Facilities including the rights to use and possess and enjoy the whole or any part of the Facilities save only in so far as such rights shall:

- (a) prevent the operation of this Agreement and the Shire's rights with respect to the Facilities; and
- (b) be inconsistent with the express provisions of this Agreement.

2.2 The rights conferred on the Shire under this Agreement rest in contract only and do not create in or confer upon the Shire any tenancy, estate or interest whatsoever in or over the Facilities and the rights of the Shire are those of a licensee only and do not comprise or include further or other rights and the Shire is not granted any right of possession of the Facilities exclusive or otherwise.

- 2.3 (a) The Principal may suspend this Agreement during any period:
- (i) when any part of the Facilities is urgently required to provide accommodation for students or the public as a result of an emergency or disaster; or
 - (ii) when any part of the Facilities is required for the purposes of a federal, state or local government election or referendum.

3 COVENANTS OF THE SHIRE

3.1 The Shire must pay to the School the Licence Fee on demand.

3.2 The Shire shall at its own cost:

- (a) manage the Facilities;
- (b) contract a pool manager to keep and maintain the Facilities and the Equipment.
- (a) administer all chemicals required to maintain the water quality forming part of the Facilities to a safe level for swimming in accordance with the Regulations.
- (b) arrange for Minor Maintenance of the Facilities and Equipment so that the Facilities are maintained in good repair, order and condition.
- (c) remove all rubbish and clean the Facilities and the Equipment daily
- (d) arrange water testing of the Facilities in accordance with the Regulations.
- (e) maintain the car park forming part of the Facilities in a clean and tidy condition free from dust and sand.

3.3 The Shire agrees:

- (a) to only use the Facilities:
 - (i) in accordance with the Regulations and the Code of Practice; and
 - (ii) as specified in this Agreement.
- (b) not to interfere in any way with the operation of the School, with records, materials or equipment of the School, with its staff or students and in particular not to use any machinery or equipment other than the equipment associated with the operations of the Facilities.
- (c) not to remove any part of the Facilities and the Equipment or any other property of the Minister from the Facilities and to ensure that the Equipment and any other property of the Minister is left as found, and that any Equipment is returned to its proper storage place on the Facilities at the end of each Session.
- (d) to meet the costs of call out to security alarms at the Facilities and replacement of locks and keys for the Facilities in the event of loss or theft.
- (e) to carry out repairs within a time frame and to a standard, which is acceptable to the Minister, and in the case of structural repair, which is also acceptable to the Department of Finance.
- (f) not to attach nails, screws or other fastenings to walls or fittings forming part of the Facilities or any other property of the Minister except that the Shire may do so with the prior written approval of the Principal.
- (g) to comply with any request by the Principal or the Minister and with all laws and Department policy concerning the use of the Facilities and the Equipment including, without limitation, regulations which prohibit smoking on the Facilities and laws relating to the sale or consumption of alcohol.
- (h) to produce on request evidence of the Shire's ability and qualifications to supervise activities, on the Facilities, and/or Equipment, which may result in risk of injury and death.
- (i) to limit the maximum number of swimmers and non-swimmers allowed in the Facilities at any one time to 150.
- (j) to limit the consumption of food and drinks to approved locations within the Facilities and maintain and apply appropriate rules about clothing and footwear for Shire's Visitors.
- (k) to ensure that no illegal activity is carried out upon the Facilities by persons on the Facilities during the Shire's Authorised Times of Use.
- (l) to ensure appropriate supervision of and accept responsibility for the behaviour of persons using the Facilities during the Shire's Authorised Times of Use.

- (m) to prepare a Facilities and Equipment condition report when required to do so by the Minister for approval by the Principal.
 - (n) to allow the Principal or his or her nominee to enter the Facilities at any time to inspect the Facilities and the Equipment and to make any repairs the Principal deems necessary.
 - (o) to vacate the Facilities on or before the end of each Session and to lock up and secure the Facilities at the end of each Session.
 - (p) not to duplicate any keys to the Facilities and not to pass any keys for the Facilities to third parties except where those third parties have been authorised by the Shire to enter or use the Facilities.
 - (q) to have in written form (and to provide a copy to the School) a set of procedures including evacuation procedures to be carried out in case of emergency and to practice and be able to implement those procedures.
 - (r) to advise the Principal of a person to contact in case of emergency.
 - (s) to promptly repair or make full restitution to the Minister's satisfaction for any damage to the Facilities, the Equipment or other property of the Minister occurring during the Shire's Authorised Times of Use.
 - (t) to notify the Principal by the most immediate means before the commencement of a School Day or the next School Day (whichever is the earlier) and then in writing when;
 - (i) the Facilities or the Equipment are found to be unsafe, and to cease use of the same;
 - (ii) the Facilities or the Equipment are not working or are damaged, broken or missing.
 - (u) to notify the Principal immediately in writing of any injury to any person during use of the Facilities or the Equipment and to provide such statements from witnesses and the injured person as the Principal may require.
 - (v) not without the prior written permission of the Minister to store or use, or permit or suffer to be stored or used any chemical, inflammable gas or liquid, or other dangerous substance, in or upon the Facilities except those required for use in or maintenance of the Facilities and then only in accordance with ordinary and reasonable trade or professional practices.
 - (w) to pay 50% of the cost of Major Maintenance on water quality, filtration or distribution systems forming part of the Facilities.
- 3.4 (a) Where any Shire's Visitor wishes to enter the Facilities on a School Day during School Hours those Shire's Visitors will be required to consent to a Nationally Coordinated Criminal History Check being conducted by the

Department's Screening Unit, and be issued a Screening Clearance Number, before entering the Facilities.

- (b) A Shire's Visitor cannot enter the Facilities until screening process is finalised and a Screening Clearance Number has been issued to that person. That person must enter the Facilities within six (6) months after the date the Screening Clearance Number has been issued.
- (c) The Screening Clearance Number is valid for three (3) years from the date of issue unless there is a break in attending the Facilities of longer than 6 months. Any person who has a break in entering the Facilities of more than six (6) months has to go through the process set out in clause 3.4(b) again prior to entering the Facilities.
- (d) A Shire's Visitor can obtain a Screening Clearance Number by contacting the person referred to in item 9 of the Schedule under the heading 'Screening'.

4 COVENANTS BY THE MINISTER

- 4.1 The Minister shall pay for all water and electricity used by the Facilities (as registered on the School's meters).
- 4.2 The Minister shall leave the Facilities clean and tidy at the end of each period of the School's Authorised Times of Use;

5 MINISTER MAY DO

The Minister may do anything which should have been done by the Shire under this Agreement but which has not been done or has not been done properly. The Shire must pay any costs incurred by the Minister in taking action under this clause within 10 Business Days after the Minister requests payment.

6 SHIRE MAY DO

The Shire may do anything which should have been done by the Minister under this Agreement but which has not been done or has not been done properly. The Minister must pay any costs incurred by the Shire in taking action under this clause within 10 Business Days after the Shire requests payment.

7 ALTERATIONS AND ADDITIONS

- 7.1 When making any alterations or additions to the Facilities the Shire must:
 - (a) obtain the consent of the Minister to those alterations or additions;
 - (b) comply with the requirements of any Government Agency and all Laws and standards which apply to the work (including obtaining any required development approval);

- (c) pay any costs incurred by the Minister to provide its approval including architects and engineers fees;
 - (d) before carrying out any building work, obtain the Minister's approval and any required Authorisations to the plans and specifications for the work; and
 - (e) carry out the work in a safe and proper manner and strictly in accordance with the plans and specifications for the work approved by the Minister.
- 7.2 The Shire must not cut down or remove any trees on the Facilities without the prior written approval of the Minister.
- 7.3 The Shire must promptly remove any alterations or additions it makes to the Facilities, return the Facilities to the condition they were in prior to the alterations or additions being carried out and make good any damage caused by their removal on termination of this Agreement.
- 7.4 (a) The Shire acknowledges and agrees that when carrying out Works on the Facilities during the Term the Shire:
 - (i) is the occupier of the Facilities and the 'person with management or control of a workplace' (as that term is defined in the WHS Law);
 - (ii) must ensure, so far as is reasonably practicable, the health and safety of all of the Shire's Visitors, including those persons engaged in performing the Works at the Facilities;
 - (iii) if there is any Construction Project carried out at the Facilities, will be the Principal Contractor for those Works, unless it validly appoints another person as Principal Contractor in respect of those Works and notifies the Minister of such appointment; and
 - (iv) acknowledges that it is in the best position as occupier of the Facilities and the 'person with management or control of a workplace' (as that term is defined in the WHS Law) to eliminate or minimise work health and safety risks at the Facilities.
- (b) The Shire must, at all times during the Term:
 - (i) comply with the WHS Law, including as Principal Contractor (where applicable) and the occupier of the Facilities;
 - (ii) have adequate and effective systems and processes in place to or ensure the Principal Contractor has adequate and effective systems and processes in place to, assess and eliminate all risks to health and safety, so far as is reasonably practicable, or where this is not possible, minimise those risks in a way that meets the standards required under the WHS Law;

- (iii) maintain familiarity with, and ensure compliance by the Shire and the Shire's Visitors with, the obligations, duties and requirements of the WHS Law in relation to workplace health and safety at the Facilities and of the Shire's Visitors;
 - (iv) ensure that only suitably qualified persons are engaged by or on behalf of the Shire to carry out the Works;
 - (v) comply with all notices, orders and directions given by any relevant Government Agency on health and safety issues at or affecting the Facilities (including any improvement, prohibition or non-disturbance notice under the WHS Law) in a timely manner, and give the Minister copies of those notices, orders and directions as soon as practicable after their receipt from the Government Agency;
 - (vi) not access the Facilities or carry out the Works such as to create a risk to the health or safety of any individual; and
 - (vii) allow the Minister to inspect, and provide the Minister with, such information and documents as the Minister reasonably requires to enable the Minister to verify the Shire's compliance with this clause.
- (c) The Shire must:
- (i) notify the Minister verbally as soon as practicable after becoming aware of a notifiable incident occurring on the Facilities within the meaning of the WHS Act, which notice must be confirmed in writing as soon as is practicable after the incident;
 - (ii) make available to the Minister such information about the incident as reasonably requested by the Minister and cooperate with any investigation instigated by or on behalf of the Minister into any incident to which clause 7.4(c)(i) applies;
 - (iii) notify the Minister verbally as soon as reasonably practicable after becoming aware of any WorkSafe WA attendance or the issue of any improvement or prohibition notice in respect of the Facilities;
 - (iv) make available to the Minister such information about the WorkSafe WA attendance reasonably requested by the Minister and a copy of any improvement or prohibition notice; and
 - (v) cooperate with any investigation by or on behalf of the Minister in respect of any WorkSafe WA attendance to which clause 7.4(c)(iii) applies.

8 MAJOR MAINTENANCE

- 8.1 Notwithstanding any other provision of this Agreement, the Shire will not carry out any Major Maintenance to the Facilities without first providing the Minister with details in writing of the scope and cost of the Major Maintenance required and obtaining the Minister's prior written approval to carry out same.
- 8.2 The Shire shall at its cost arrange for any Major Maintenance. Subject to the Minister having approved the Major Maintenance as set out in clause 8.1, the Shire shall invoice the Minister for 50% of the cost of the Major Maintenance upon completion thereof and shall provide written proof of the costs incurred when requested to do so by the Minister.

9 GROUP 2 AQUATIC FACILITY

- 9.1 The Shire must operate the Facilities at a minimum as a group 2 aquatic facility (as set out in the Code of Practice).
- 9.2 If the Shire wishes to operate the Facilities as a group 1 aquatic facility (as set out in the Code of Practice), it must pay for the costs to do so including any required upgrades or additional Operating Costs.

10 FURTHER TERM

This Agreement shall be extended for the Further Term (on the same terms and conditions as this Agreement with the exception of this clause 10) if:

- (a) prior to the expiration of the Term this Agreement has not been terminated; and
- (b) both Parties desire to extend this Agreement for the Further Term; and
- (c) the Shire gives to the Minister written notice of its desire to extend the Agreement for the Further Term such notice being received by the Minister not more than 6 or less than 3 months prior to the expiration of the Term; and
- (d) during the Term there had been no breach of any term of this Agreement by the Shire which was not rectified strictly in accordance with a notice of breach being given by the Minister.

11 TERMINATION

- 11.1 Notwithstanding anything expressed or implied in this Agreement to the contrary, either Party may, by giving 6 months notice in writing to the other Party, terminate this Agreement for any reason whatsoever and upon the expiration of that 6 month period, this Agreement shall terminate but any rights of action or claims which accrued or arose to either Party prior to such termination are hereby preserved.
- 11.2 If the Shire breaches or fails to comply with any term of this Agreement, and after having been served with a written notice:

(a) specifying the breach or failure; and

(b) requiring that breach or failure to be rectified within a reasonable period specified in the notice (being not less than 14 days)

fails or refuses to so rectify that breach or failure within that period, then the Minister shall be entitled to terminate this Agreement and such termination shall take effect immediately upon the Shire being served with notice of termination.

11.3 A Party may also terminate this Agreement if the other Party persistently breaches this Agreement.

11.4 Each Party's rights to terminate this Agreement under the common law are hereby preserved.

12 NOTICES

12.1 Notices that may or must be sent under or in connection with this Agreement shall be in writing, signed by the Party or representative of the Party giving notice, and may be delivered by pre-paid post or by hand to the other Party at the relevant address or sent by email to the address of the recipient set out in item 9 of the Schedule. Any such email must be sent with automatic receipt notification.

12.2 Notices shall be deemed to be received:

(a) (in the case of delivery by pre-paid post) six Business Days after deposit in the mail;

(b) immediately upon delivery by hand; or

(c) in the case of email, at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the Party sending the email from the recipient.

12.3 With respect to a notice sent by email, the Parties agree that the following applies:

(a) any text in the body of the email or the subject line will not form part of the notice; and

(b) an attachment to the email will only form part of the notice if it is in .pdf format or such other format as may be agreed between the Parties from time to time,

and with respect to any notice sent by email under or in connection with this Agreement, each Party must ensure that:

(c) its firewall and/or email server (as applicable):

(i) allows messages of up to 6MB to be received;

(ii) automatically sends a receipt notification to the sender upon receipt of a message; and

- (d) its systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain that cannot or will not be delivered to the recipient.

12.4 The Shire must promptly notify the Minister whenever a person is injured (excluding minor injuries) or dies on the Facilities during the Shire's Authorised Times of Use.

13 SCHOOL EDUCATION ACT 1999 REMAINS UNAFFECTED

Nothing in this Agreement shall affect or be deemed to affect any right power authority or duty conferred or imposed upon the Minister under any Law including the *School Education Act 1999*.

14 NOT TO OBSTRUCT OR CAUSE NUISANCE

The Shire shall not do or leave undone or allow or suffer to be done or left undone any act matter or thing whereby a nuisance or anything in the nature of or which may be deemed to be a nuisance by any Government Agency or within the meaning of any Law (State or Commonwealth) now or hereafter in force may exist arise or continue upon or in connection with the Facilities or any business carried on upon the same or the use thereof and shall forthwith abate any such nuisance or alleged nuisance and shall carry out and comply with all the provisions of every such Law and of every requisition and order of any Government Agency in reference thereto.

15 SIGNS

The Shire must not affix or cause or permit to be affixed or exhibited anywhere in or on the Facilities any sign, poster, signboard, neon sign or advertisement except as shall be first approved in writing by the Minister. Notwithstanding the previous sentence, the Shire may affix any signs to the Facilities that are required under the Code of Practice.

16 COMPLY WITH LAWS

The Shire shall and shall ensure that the Shire's Visitors shall at all times duly and punctually comply with observe and carry out and conform with the provisions of any Law now or hereafter in force and all requirements and orders of any Government Agency which effect the Facilities or the use thereof.

17 REPORT DAMAGE ETC

The Shire shall promptly report any theft of, damage to, deficiency in, destruction of, or other fault in relation to the Facilities to the Minister upon the happening of the same and do all things and take all steps that are reasonable so as to minimise and mitigate any loss caused or occasioned thereby.

18 SHIRE RESPONSIBLE

The Shire will be responsible for any Loss incurred or suffered by the Minister or any officer, employee, agent, contractor, licensee, student, invitee or

representative of the Minister to the extent caused or contributed to by the Shire not carrying out any necessary repairs to or maintenance (including upgrades and replacements) of the Facilities or otherwise not complying with this Agreement.

19 DEBTS

If under this Agreement a Party is claiming monies owing as a debt from the other Party, the claiming Party will provide the other Party with an invoice and true copies of all documentation in support of the debt being claimed.

20 ALCOHOL

Except as provided under the provisions of the *School Education Act 1999* and the *School Education Regulations 2000* and in accordance with the provisions of the *Liquor Control Act 1988* and the *Liquor Control Regulations 1989*, the Shire shall not permit the consumption of alcoholic beverages on the Facilities unless it has written authorisation from the Principal or an authorised officer of the Department.

21 SHIRE TO PROMOTE COMMUNITY AWARENESS

The Shire shall, at its own cost and expense, be responsible for advertising the Facilities and otherwise promoting community awareness of and interest in the same from time to time.

22 INSURANCE

22.1 Each Party must at its own expense during the Term (and the Further Term if applicable) effect, maintain and keep current the following insurances with its self-insurance fund or an insurer authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia to the reasonable satisfaction of the other party:

- (a) public liability insurance in an amount of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) in respect of any one occurrence, unlimited in the aggregate or such amount as shall be determined at the reasonable discretion of the other Party from time to time to reflect prudent commercial practices;
- (b) property insurance covering loss of or damage to any equipment that a Party provides for use on the Facilities for its full replacement value; and
- (c) Workers' compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 2023* (WA) (**WCIM Act**). The insurance policy must include:
 - (i) common law liability cover for an amount of not less than \$50 million for any one event in respect of workers of the Shire; and
 - (ii) principal's indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise

under the principal's indemnity described in section 217 of the WCIM Act.

- 22.2 As and when requested either Party must give to the other Party sufficient evidence of the existence of the insurances set out in clause 22.1 or provide certificates of currency in respect of those insurances.
- 22.3 Any Party, which under this Agreement is obliged to effect and maintain a policy of policies of insurance, must do all things reasonable to ensure that:
- (a) such policy or policies (as the case may be) do not become void or voidable; and
 - (b) the premiums therefore are not significantly increased on account of anything done or not done by that Party or any person for whom that Party is responsible.

23 INDEMNITY

- 23.1 Each Party shall indemnify and keep indemnified the other Party (including its officers, employees, agents, contractors, licensees, invitees or representatives) from and against all Loss incurred or suffered by or brought against any of those indemnified to the extent that the same was caused or contributed to by any tortious or other wrongful act or omission (including breach of a contractual term, condition or warranty) by the first mentioned Party or any of its officers, employees, agents, contractors, licensees, invitees or representatives.
- 23.2 In clause 23.1 **Loss** means loss, damage, liability, lawsuit, action, writ, claim, demand, proceeding, cost or expense arising from or in connection with:
- (a) any aspect of this Agreement (including the Licence and the Facilities); or
 - (b) any damage to the Facilities or other property of any person whatsoever; or
 - (c) the death of, or injury or illness to, any person whatsoever.
- 23.3 On termination of this Agreement the Shire must cease using the Facilities, remove all property not belonging to the Minister make good any damage caused by their removal.
- 23.4 As a swimming pool forms part of the Facilities, the Shire hereby:
- (a) assumes all risks and responsibility over and in relation to the Facilities and the persons who lawfully or unlawfully use it as if the Shire were the owner of such Facilities and the land upon which the Facilities exists; and
 - (b) indemnifies the Minister and all employees and agents of the Minister from and against any and all Loss or liability:

- (i) suffered or incurred by any of those indemnified; and
 - (ii) however arising in connection with the Facilities or any person who lawfully or unlawfully uses the Facilities.
 - (c) Clauses 23.4(a) and (b) apply only during the Shire's Authorised Times of Use.
- 23.5 For the purposes of clause 23.1, neither the Shire nor any of the Shire's Visitors is, or shall be considered or deemed to be, a licensee or invitee of the Minister.
- 23.6 The indemnity contained in this clause 23 is a continuing obligation and remains in force and effect notwithstanding the expiry of the Term or the early termination of this Agreement irrespective of how it is terminated or which Party terminated it.
- 24 COSTS**
- 24.1 The Parties shall share the Operating Costs in accordance with the Cost Sharing Arrangement.
- 24.2 Each Party shall pay its own legal costs in connection with the negotiation and preparation of this Agreement.
- 24.3 The Shire shall pay on demand 100% of all costs charges and expenses which the Minister incurs in consequence of or in connection with any default by the Shire in performing or observing any covenants conditions or stipulations herein contained or implied and on the part of the Shire to be performed or observed except to the extent that the same was caused or contributed to by any tortious or other unlawful act or omission (including breach of a contractual term, condition or warranty) by the Minister.

25 GST

- 25.1 The amount of all Primary Payments specified in this Agreement are exclusive of GST except where stated otherwise.
- 25.2 If GST is payable by the Shire in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Agreement:
- (a) the Primary Payment is increased by an amount equal to the applicable GST; and
 - (b) the Minister must pay the amount of the increase in the same manner and on the same date as the Minister is required to pay the Primary Payment.
- 25.3 If the Primary Payment consists (wholly or partly) of the recovery by the Shire of all or a portion of the Shire's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Shire in respect of these costs and then increased by any applicable GST payable under clause 25.2.
- 25.4 If a Primary Payment is to be increased to account for GST under clause 25.2 the Shire must, at least one month before the date on which the increased Primary Payment is to be paid, issue a Tax Invoice to the Minister.

26 APPROVALS

- (a) If the approval of the Western Australian Planning Commission to this Agreement is required pursuant to section 136 of the *Planning and Development Act 2005*, then this Agreement is subject to and conditional upon that approval being obtained by the Shire within 6 months after execution of this Agreement by the Parties.
- (b) If the approval of the Minister for Lands to this Agreement is required pursuant to section 18 of the *Land Administration Act 1997*, then this Agreement is subject to and conditional upon that approval being obtained by the Shire prior to the Commencement Date and a copy of that approval will be attached to this Agreement.

27 DISPUTE RESOLUTION

- 27.1 The Parties agree that unless and until a Party has complied with the formal requirements of this clause 27, a Party may not commence any court proceedings in respect of any Dispute except if the Party seeks urgent interlocutory injunctive or urgent interlocutory declaratory relief.
- 27.2 (a) If a Dispute arises then a Party may, by notice (Dispute Notice) to the other Party, refer that Dispute for resolution to the Principal or an officer from Infrastructure Operations at the Department and a nominated senior representative of the Shire.
- (b) A Dispute Notice under this clause 27.2 must:

- (i) state that it is a Dispute Notice under this clause 27; and
 - (ii) include or be accompanied by detailed particulars of the Dispute.
 - (c) If a Dispute is referred to the persons set out in clause 27.2(a) then these persons must meet within 10 Business Days after the date on which the Dispute Notice is received (or such later date as the Parties may agree) and endeavour in good faith to resolve (in whole or in part) and negotiate a settlement of the Dispute.
 - (d) A Party in compliance with this clause 27.2 may (unless the Parties agree to submit the Dispute to mediation under clause 27.3) terminate the Dispute resolution process by notice to the other Party at any time after 30 Business Days following reference of the Dispute to the persons specified in paragraph 27.2(a) above, and following such termination either Party may commence court proceedings in relation to the Dispute in accordance with clause 28.8 of this Agreement.
- 27.3
- (a) The Parties may, if mutually agreed following the meeting required by clause 27.2(c), submit the Dispute to mediation in accordance with the Mediation Rules of the Institute of Arbitrators and Mediators Australia as applicable at the date of the Dispute.
 - (b) The mediator will be a dispute resolution practitioner with legal qualifications and at least 10 years' experience in the legal profession, as agreed between the Parties or, failing agreement, a mediator satisfying the requirements of this clause 27.3(b) will be appointed by the President of the Institute of Arbitrators and Mediators Australia.
 - (c) Any mediation meetings and proceedings under this clause 27.3 must be held in Perth, Western Australia.
 - (d) The costs of any mediation meetings and proceedings under this clause 27.3 will be shared equally between the Parties.
- 27.4
- If the Dispute is submitted to mediation and 20 Business Days (or any other period agreed to in writing between the Parties) after the appointment of a mediator under clause 27.3 the Dispute remains unresolved (whether in whole or in part), either Party may commence court proceedings in relation to the Dispute in accordance with clause 28.8 of this Agreement.
- 27.5
- The Parties must continue to perform their obligations under this Agreement despite the existence of any Dispute between the Parties. The Parties may exercise any rights under this Agreement, including any rights under clause 11, notwithstanding the existence of any Dispute between the Parties.
- 28 MISCELLANEOUS**
- 28.1 Whenever the consent of the Minister is required under this Agreement:

- (a) that consent may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine;
 - (b) the Minister is not required to provide a reason or reasons for giving or refusing its consent; and
 - (c) the Shire agrees that any failure by it to comply with or perform a condition imposed under clause 28.1 will constitute a breach of this Agreement by the Shire.
- 28.2 The Parties must do all things and execute all further documents necessary to give full effect to this Agreement.
- 28.3 Nothing in this Agreement may be construed to make the Shire a partner, agent, employee or joint venturer of the Minister.
- 28.4 The Shire must not represent that the Shire or any of its employees, agents, contractors, licensees or representatives are the employees, agents, partners or joint venturers of the Minister.
- 28.5 The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.
- 28.6 This Agreement states all the express terms of the agreement between the Parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- 28.7 The Parties agree that Part IF of the *Civil Liability Act 2002* (WA) is excluded and does not apply to the Parties' liabilities under this Agreement.
- 28.8
 - (a) This Agreement is governed by the Law in force in Western Australia.
 - (b) Each Party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising in connection with this Agreement. Each Party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 28.9 Each party represents and warrants to the other that it has full power to enter into and perform its obligations under this Agreement and that when executed this Agreement will constitute legal, valid, and binding obligations under its terms.
- 28.10 The Shire must immediately notify the Minister in writing if it forms the opinion that it will be unable to, or be unlikely to be able to, satisfy any of its obligations in relation to this Agreement from the financial resources available, or likely to be available, to it, at the time the obligation is due.
- 28.11 The provisions of the Schedule are terms of this Agreement and therefore are enforceable in accordance with their terms. If there is any inconsistency between the provisions of the Schedule and the rest of the Agreement then the provisions of the Schedule shall prevail to the extent of any inconsistency.

IN WITNESS the execution of this Deed the day and year first hereinbefore written.

SIGNED for and on behalf of the)	
MINISTER FOR EDUCATION by)	
ADAM SCOTT)	
A/Director of the)	_____)
Department of Education,)	____/____/____
the officer delegated this authority)	
pursuant to section 230 of the)	
<i>School Education Act 1999 (WA)</i>)	
in the presence of		_____
		Witness signature

Witness Full Name (Please print)

Witness address (Please print)

Witness occupation (Please print)

THE COMMON SEAL of the)
SHIRE OF WEST ARTHUR)
was duly affixed hereto) in
the presence of :)

_____ President

_____ Chief Executive Officer

ANNEXURE A



11.2 CHANGE OF DATE FOR AUGUST ORDINARY COUNCIL MEETING

Location:	N/A
Applicant:	N/A
Author:	Vin Fordham Lamont, Chief Executive Officer
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	03/07/2025
Disclosure of Interest:	Nil
Attachments:	Nil

SUMMARY:

Council is requested to consider approving the change of date for the August Ordinary Council Meeting from 28 August to 21 August 2025.

BACKGROUND:

At its ordinary meeting of 24 October 2024, pursuant to Regulation 12(2) of the *Local Government (Administration) Regulations 1996*, Council nominated its 2025 meeting dates. The August meeting was set down for 28 August.

COMMENT:

Four councillors have advised that they will be on approved leave of absence on 28 August, meaning that there will not be a quorum for that meeting. Given that Council's annual budget is generally adopted at the August council meeting, it is proposed to change the date of that meeting to a week earlier, being 21 August.

Although this will place some added pressure on finance staff to produce the 2025/2026 annual budget a week earlier, it would seem to be the best course of action. Due to the recent local government reforms, the budget cannot be adopted any later than August as it would fall into the new election caretaker period, where significant decisions such as the adoption of the budget are prohibited.

The other option is to seek the Minister's consent to operate a meeting with a reduced quorum, but this can only be done after the agenda is produced. Also, there is a chance that the application would not be approved.

It is the Author's recommendation, then, that the date of the August council meeting be changed to 21 August.

CONSULTATION:

Councillors

Department of Local Government, Industry Regulation and Safety – Legislation Branch

STATUTORY ENVIRONMENT:

Local Government Act 1995

s5.3 Ordinary and special council meetings

s5.25(1)(g) Regulations about council and committee meetings and committees

Local Government (Administration) Regulations 1996

Reg. 12(2) Publication of meeting detail

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Nil

STRATEGIC IMPLICATIONS:

West Arthur Strategic Community Plan

Theme: Leadership and Management

Outcome: Councillors represent the community and are well trained

Strategy: Council process is open and transparent to the general community

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Failure to correctly advertise Ordinary Meeting of Council dates
Risk Likelihood (based on history and with existing controls)	Rare (1)
Risk Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (2)
Principal Risk Theme	Compliance failure
Risk Action Plan (Controls or Treatment Proposed)	Advertise Council Meeting dates as per legislative requirements

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That Council amend the August 2025 Ordinary Council Meeting date from 28 August to 21 August and advertise it accordingly.

11.3 DRAFT COMMUNICATIONS AGREEMENT FEEDBACK FOR WALGA

Location:	N/A
Applicant:	N/A
Author:	Vin Fordham Lamont, Chief Executive Officer
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	07/07/2025
Disclosure of Interest:	Author is a stakeholder in any communications agreement between CEO and Council
Attachments:	1. WALGA Discussion Paper - Communications Agreements 2. Communications Agreement Consultation Paper 3. Draft Local Government Regulations Amendment Regulations 2025 4. Local Government (Default Communications Agreement) Order 2025

SUMMARY:

Council is requested to consider endorsing the responses included in the attached WALGA Discussion Paper for inclusion in WALGA's submission to the Department of Local Government, Industry Regulation and Safety's draft Communications Agreement.

BACKGROUND:

The *Local Government Amendment Act 2023* was assented to in May 2023. Provisions relating to Communications Agreements were included in this amending legislation but are yet to commence.

On 5 June 2025, the Department of Local Government, Sport and Cultural Industries (now Department of Local Government, Industry Regulation and Safety) commenced a consultation process on draft regulations and a draft Ministerial Order that will give effect to the amendments.

The Department has since extended the consultation period to conclude on 22 August 2025.

WALGA is seeking feedback from Local Governments to assist in the composition of a sector-wide response to the Department of Local Government, Industry Regulation and Safety (LGIRS) consultation on proposed regulations and Ministerial order to give effect to communications agreements.

Feedback is requested by 4pm Monday 28 July 2025 with responses to governance@walga.asn.au.

COMMENT:

The attached WALGA discussion paper (Attachment 1) provides preliminary comments and questions on the Draft Regulations and Draft Order for consideration by Local Governments.

Part 2.1 of this paper deals with the Draft Regulations. Where the corresponding content of the Draft Order is relevant to the discussion of the issue, it is included in this part.

Part 2.2 deals with matters that appear only in the Draft Order.

All clause references are to Schedule 1 of the Draft Order.

The Author has inserted responses to the questions posed in the Discussion Paper as a guide for Council. He recognises, however, that Council may have a different perspective on some of these matters when discussing the item formally.

CONSULTATION:

WALGA

STATUTORY ENVIRONMENT:

Local Government Amendment Act 2023

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Nil

STRATEGIC IMPLICATIONS:

Shire of West Arthur Strategic Community Plan

Theme: Leadership and Management

Outcome: Establish and maintain sound business and governance structures

Strategy: Comply with regulations and best practice standards to drive good decision making by Council and Staff

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management

- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	The new Communications Agreement template contains content which is detrimental to the Shire of West Arthur
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Consequence	Insignificant (1)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (3)
Principal Risk Theme	Compliance failure
Risk Action Plan (Controls or Treatment Proposed)	Provide feedback to WALGA to include in its submission to the Department

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That Council:

1. endorse the responses included in the attached WALGA Discussion Paper for inclusion in WALGA's submission to the Department of Local Government, Industry Regulation and Safety's draft Communications Agreement; and
2. direct the CEO to forward the Shire of West Arthur's feedback to WALGA by 28 July 2025.

Western Australia

Local Government (Default Communications Agreement) Order 2025

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Consultation Draft

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Local Government Act 1995

Local Government (Default Communications Agreement) Order 2025

Made by the Minister under section 5.92B of the Act.

1. Citation

This order is the *Local Government (Default Communications Agreement) Order 2025*.

2. Commencement

This order comes into operation on 19 October 2025.

3. Default communications agreement

For the purposes of section 5.92B(1) of the Act, the form of communications agreement is set out in Schedule 1.

Note for this clause:

Under section 5.92B(2) of the Act, for the purposes of section 5.92A of the Act, the form of communications agreement set out in Schedule 1 is taken to be a local government's communications agreement at any time when the local government does not have a communications agreement of its own under section 5.92C of the Act.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 1** Preliminary provisions**cl. 1****Schedule 1 — Default communications agreement**

[cl. 3]

Division 1 — Preliminary provisions**1. Introduction**

For the purposes of section 5.92A of the *Local Government Act 1995* (the *Act*), this is the local government's communications agreement between the council of the local government (the *council*) and the chief executive officer of the local government (the *CEO*).

2. Terms used**(1) In this agreement —**

Act has the meaning given in clause 1;

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;
- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

administrative request has the meaning given in clause 25;

administrative request for information means a request for information that relates only to an administrative matter;

Local Government (Default Communications Agreement) Order 2025

Default communications agreement

Schedule 1

Preliminary provisions

Division 1**cl. 2*****adopted standards*** means —

- (a) the standards adopted by the local government under section 5.39B of the Act; or
- (b) if the local government has not adopted standards under section 5.39B of the Act — the standards taken under section 5.39B(5) of the Act to be the local government's adopted standards;

appropriate nominated employee means the following —

- (a) in relation to a request for information — an employee nominated under clause 8(1) and (3) in relation to —
 - (i) all requests for information; or
 - (ii) a type of request for information that includes the request for information;
- (b) in relation to a media enquiry to be discussed under clause 16(1) — an employee nominated under clause 8(1) and (4)(a) in relation to —
 - (i) all media enquiries; or
 - (ii) a type of media enquiry that includes the media enquiry;
- (c) in relation to a request for administrative assistance — an employee nominated under clause 8(1) and (4)(b) in relation to —
 - (i) all requests for administrative assistance; or
 - (ii) a type of request for administrative assistance that includes the request for administrative assistance;

CEO has the meaning given in clause 1;***class 1 local government*** has the meaning given in the *Local Government (Constitution) Regulations 1998* regulation 2A(a);***class 2 local government*** has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(b) and 2B(3);***class 3 local government*** has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(c) and 2B(4);

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 1** Preliminary provisions**cl. 3**

class 4 local government has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(d) and 2B(5);

committee means a committee of the council;

council has the meaning given in clause 1;

employee means an employee of the local government;

mayor or president includes a councillor performing the functions of the mayor or president under Part 5 Division 3 of the Act;

request for administrative assistance has the meaning given in clause 26;

request for information has the meaning given in clause 11;

requesting member, in relation to a request for information or a request for administrative assistance, means the council member or committee member who made the request;

working day means a day other than —

- (a) a Saturday or a Sunday; or
- (b) a public holiday throughout the State; or
- (c) a public holiday in an area that is or includes the district or any part of the district.

(2) If any other term used in this agreement is given a meaning in section 1.4 of the Act or the *Interpretation Act 1984* section 5, it has the same meaning in this agreement.

(3) A reference in this agreement to a council member or committee member performing a function under a written law other than the Act does not include a reference to the council member or committee member performing a function in a capacity other than that of council member or committee member under the Act.

3. Application

- (1) This agreement applies to a person who is a council member, committee member or employee when acting in their capacity as such.
- (2) Despite subclause (1), this agreement does not apply to anything that a council member, committee member or employee does as part of —
 - (a) the deliberations at a council or committee meeting; or

Local Government (Default Communications Agreement) Order 2025
 Default communications agreement **Schedule 1**
 General provisions **Division 2**
cl. 4

- (b) recruiting, reviewing the performance of or terminating the employment of the CEO in accordance with the adopted standards.

Division 2 — General provisions

4. General principles

The council and the CEO agree to the following general principles —

- (a) the CEO will support council members and committee members to perform their functions under the Act and any other written law;
- (b) without limiting paragraph (a), the CEO will ensure that —
 - (i) requests for information and requests for administrative assistance made by council members and committee members are responded to in accordance with this agreement; and
 - (ii) employees deal and communicate with council members and committee members in accordance with this agreement;
- (c) council members and committee members will ensure that —
 - (i) their dealings and communications with employees are in accordance with this agreement; and
 - (ii) their requests for information and requests for administrative assistance are made in accordance with this agreement; and
 - (iii) they only request information that is relevant to their functions under the Act or any other written law.

5. Correspondence sent by mayor or president on behalf of local government

- (1) Correspondence sent by the mayor or president on behalf of the local government must be provided to all council members by the CEO.
- (2) Subclause (1) does not apply to correspondence if the mayor or president is satisfied that, because of particular circumstances, it is appropriate not to provide the correspondence to all council members.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 2** General provisions**cl. 6****6. Requests must not be made during social or incidental dealing or communication**

A council member or committee member must not make a request for information or a request for administrative assistance during a social or incidental dealing or communication with an employee.

7. Incidental or social interactions permitted

Subject to clause 6, nothing in this agreement prohibits social or incidental dealings or communications between —

- (a) a council member or committee member; and
- (b) an employee.

8. Nominated employees

- (1) The CEO may nominate employees for the purposes of this agreement.
- (2) The CEO must nominate at least the following number of employees under subclause (1) —
 - (a) if the local government is a class 1 local government — 4 employees;
 - (b) if the local government is a class 2 local government — 3 employees;
 - (c) if the local government is a class 3 local government — 2 employees;
 - (d) if the local government is a class 4 local government — 1 employee.
- (3) An employee nominated under subclause (1) must be nominated in relation to —
 - (a) all requests for information; or
 - (b) a type of request for information.
- (4) An employee nominated under subclause (1) may be nominated in relation to either or both of the following —
 - (a) all media enquiries or a type of media enquiry;
 - (b) all requests for administrative assistance or a type of request for administrative assistance.

Local Government (Default Communications Agreement) Order 2025Default communications agreement
Requests for information generally**Schedule 1**
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cl. 9

- (5) The CEO must ensure that —
- (a) an up-to-date register of employees nominated under subclause (1) is available to council members and committee members; and
 - (b) the register specifies, for each employee nominated under subclause (1), the matters in relation to which the employee is nominated under subclauses (3) and (4).

9. CEO may direct who responds

Despite anything else in this agreement, the CEO may direct which employee is to respond to a particular request for information or request for administrative assistance.

10. No response required out of hours

Nothing in this agreement requires the CEO or another employee to respond to a request for information or a request for administrative assistance outside of office hours.

Division 3 — Requests for information generally**11. Council member or committee member may make request for information**

A council member or committee member may make a request (a *request for information*) for —

- (a) access to information held by the local government under section 5.92 of the Act or otherwise; or
- (b) other information.

12. Information that may be requested

- (1) A request for information may be for advice or other information regarding any of the following —
- (a) a service, project or initiative being delivered by the local government;
 - (b) how the local government usually manages a particular matter, issue, service or query;

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 3** Requests for information generally**cl. 13**

- (c) budgeting or financial information, including details of the costs of any service, project or initiative delivered or proposed to be delivered by the local government;
 - (d) an issue or situation of broad public concern or interest within the district;
 - (e) preparing a motion to council or a committee;
 - (f) correspondence received by the council member or committee member;
 - (g) an administrative matter.
- (2) The mayor or president may make a request for information for advice or other information regarding any of the following —
 - (a) publicly representing the local government at a media appearance or other event (including advice or other information in the form of a briefing or speaking notes);
 - (b) correspondence to be sent by the mayor or president;
 - (c) arranging a formal meeting or an official event.
- (3) This clause does not limit what information may be the subject of a request for information.

13. Requirements applicable to requests for information

- (1) The information the subject of a request for information must be relevant to the functions of the requesting member under the Act or another written law.
- (2) A request for information must be —
 - (a) limited in scope to the specific information that the council member or committee member requires; and
 - (b) accompanied by any supporting information that may assist the local government to respond to the request.
- (3) A request for information regarding correspondence received by the council member or committee member must include a copy of the correspondence.

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14. Certain information not required to be provided

Nothing in this agreement requires information to be provided to a council member or committee member in response to a request for information if —

- (a) the request for information is not made in accordance with this agreement; or
- (b) the information is information mentioned in section 5.92(4) of the Act; or
- (c) the information —
 - (i) is not held by the local government; and
 - (ii) is held by a person or body other than the local government; and
 - (iii) cannot reasonably be obtained by the local government;
 or
- (d) the CEO decides that preparing or providing the information would divert a substantial and unreasonable portion of the local government's resources away from its other functions.

15. Disputes regarding final response to request for information

- (1) If the final response to a request for information includes a refusal to provide some or all of the information the subject of the request, the requesting member may notify the CEO in writing that there is a dispute regarding the final response.
- (2) A dispute regarding the final response to a request for information must be discussed at a meeting between the mayor or president, the CEO and the requesting member.
- (3) If the dispute is not resolved at the meeting —
 - (a) the requesting member may refer the dispute to the council; and
 - (b) the council may determine the dispute.

*Local Government (Default Communications Agreement) Order 2025***Schedule 10** Default communications agreement**Division 4** Requests for information other than administrative requests for information**cl. 16**

- (4) The council's determination of the dispute —
 - (a) may override a decision made by the CEO under clause 14(d); and
 - (b) is final.

16. Mayor or president may discuss media enquiry without making request for information

- (1) The mayor or president may discuss a media enquiry with the CEO or an appropriate nominated employee, either verbally or in writing, without making a request for information.
- (2) Subclause (1) does not prevent the mayor or president from making a request for information in relation to a media enquiry.

Division 4 — Requests for information other than administrative requests for information**17. Application**

This Division does not apply to or in relation to an administrative request for information.

18. Making a request for information

- (1) A request for information must be made to the CEO or an appropriate nominated employee.
- (2) A request for information must be made in writing by —
 - (a) email; or
 - (b) other electronic means approved by the CEO.

19. Receipt of request must be acknowledged

The CEO must ensure that receipt of a request for information is acknowledged in writing within 2 working days after the day on which the request is made.

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Requests for information other than administrative requests for information

Schedule 1
Division 4
cl. 20

20. Request may be discussed and amended

For the purposes of responding to a request for information, the CEO or an appropriate nominated employee may do either or both of the following —

- (a) discuss the request for information with the requesting member, including for the purpose of clarifying the scope of the information the subject of the request;
- (b) if the requesting member requests an amendment to the scope of the information the subject of the request for information — deal with the request for information as if it were so amended.

21. Responding to a request for information

- (1) The CEO must ensure that the requesting member is given a final response to their request for information as soon as practicable.
- (2) If a request for information relates to a matter included in the agenda for an upcoming council or committee meeting, the CEO must make best endeavours to ensure that the requesting member is given a final response to the request before the meeting.
- (3) Without limiting subclause (1) or (2), the CEO must ensure that, within 10 working days after the day on which a request for information is made, the requesting member is given —
 - (a) a final response to the request; or
 - (b) notice that a final response cannot be given within that period and an estimate as to when a final response will be given.
- (4) The final response to a request for information must —
 - (a) be in writing; and
 - (b) include any advice or other information provided in response to the request for information.
- (5) If the final response includes a refusal to provide some or all of the information the subject of the request for information, the response must set out the reasons for that refusal.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 4** Requests for information other than administrative requests for information**cl. 22****22. When final response must be provided to other members**

- (1) A copy of the final response to a request for information given to the requesting member must be provided to —
 - (a) all council members; and
 - (b) if the final response is relevant to the work of a committee — any members of the committee who are not council members.
- (2) Subclause (1) does not apply if —
 - (a) the request for information is a request for advice regarding correspondence and the final response is provided to all council members and committee members who received the correspondence; or
 - (b) the request for information is for advice or other information regarding any of the matters mentioned in clause 12(2); or
 - (c) the requesting member and the CEO agree that —
 - (i) the final response is confidential; or
 - (ii) because of particular circumstances, it is appropriate not to provide the final response to all council members and relevant committee members under subclause (1).

23. Requesting member may discuss final response

- (1) The requesting member may discuss the final response to their request for information with the CEO or an appropriate nominated employee, either verbally or in writing.
- (2) During a discussion under subclause (1), the requesting member may be provided with additional information for the purpose of clarifying, or addressing queries in relation to, the final response.

24. CEO may arrange for briefing, meeting or discussion in relation to final response

- (1) The CEO may arrange for some or all council members and committee members to attend a briefing, meeting or other discussion in relation to a final response to a request for information.

Local Government (Default Communications Agreement) Order 2025

Default communications agreement
Administrative requests for information and requests for
administrative assistance

Schedule 1**Division 5****cl. 25**

- (2) During a briefing, meeting or other discussion arranged under subclause (1), council members and committee members may be provided with additional information for the purpose of clarifying, or addressing queries in relation to, the final response.

Division 5 — Administrative requests for information and requests for administrative assistance**25. Term used: administrative request**

In this Division —

administrative request means a request that is either or both of the following —

- (a) an administrative request for information;
- (b) a request for administrative assistance.

26. Council member or committee member may request assistance regarding administrative matter

A council member or committee member may make a request (a *request for administrative assistance*) for assistance regarding an administrative matter.

27. Making an administrative request

- (1) An administrative request must be made to the CEO or an appropriate nominated employee.
- (2) Subject to subclause (3), an administrative request may be made verbally or in writing.
- (3) If an administrative request is made verbally, the CEO or an appropriate nominated employee may refuse to deal with the request unless it is made in writing.
- (4) An administrative request that is in writing must be made by —
 - (a) email; or
 - (b) other electronic means approved by the CEO.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 6** Provision in relation to commissioner**cl. 28****28. Responding to an administrative request**

- (1) The CEO must ensure that the requesting member is given a final response to their administrative request as soon as practicable.
- (2) Without limiting subclause (1), the CEO must ensure that, within 10 working days after the day on which an administrative request is made, the requesting member is given —
 - (a) a final response to the request; or
 - (b) notice that a final response cannot be given within that period and an estimate as to when the response will be given.
- (3) A final response to an administrative request may be given verbally or in writing.

Division 6 — Provision in relation to commissioner**29. Application of agreement to commissioner**

This agreement applies to a commissioner of the local government as if the commissioner were the council and the mayor or president.

30. Requests for information by commissioner

- (1) Despite clause 29, a commissioner of the local government may make a request for information or a request for administrative assistance to the CEO or another employee in the manner determined by the commissioner.
- (2) The CEO must ensure that the commissioner is given a final response to the request made under subclause (1) —
 - (a) as soon as practicable; and
 - (b) in the manner requested by the commissioner (which may include in writing or in a briefing).
- (3) A dispute regarding a request made under subclause (1) must be determined by —
 - (a) if there are joint commissioners and 1 of them is appointed to be the chairperson — the chairperson; or
 - (b) otherwise — the commissioner who made the request.

Local Government (Default Communications Agreement) Order 2025

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Schedule 1

Provision in relation to commissioner

Division 6

cl. 30

-
- (4) The chairperson's or commissioner's determination of the dispute —
- (a) may override a decision made by the CEO under clause 14(d); and
 - (b) is final.

Minister for Local Government

Western Australia

Local Government Regulations Amendment Regulations 2025

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Local Government Act 1995

Local Government Regulations Amendment Regulations 2025

Made by the Governor in Executive Council.

Part 1 — Preliminary

1. Citation

These regulations are the *Local Government Regulations Amendment Regulations 2025*.

2. Commencement

These regulations come into operation as follows —

- (a) Part 1 — on the day on which these regulations are published on the WA legislation website (*publication day*);
- (b) Part 2 (but only regulations 3 and 8) — on the day after publication day;
- (c) the rest of the regulations — on 19 October 2025.

Local Government Regulations Amendment Regulations 2025

Part 2 Local Government (Administration) Regulations 1996
 amended

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**Part 2 — *Local Government (Administration)*
Regulations 1996 amended**

3. Regulations amended

This Part amends the *Local Government (Administration) Regulations 1996*.

4. Regulation 3 amended

In regulation 3(1) insert in alphabetical order:

communications agreement, in relation to a local government, means —

- (a) the default communications agreement that is taken to be the local government's communications agreement under section 5.92B; or
- (b) the communications agreement adopted by the local government that has effect as the local government's communications agreement under section 5.92C;

5. Regulation 19AA amended

In regulation 19AA delete the definition of *local government employee* and insert:

local government employee means an employee of the local government;

Local Government Regulations Amendment Regulations 2025
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amended

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6. Regulation 19ADA inserted

After regulation 19AD insert:

19ADA. Compliance with communications agreement

A code of conduct must contain a requirement that a local government employee must (when acting in their capacity as such) comply with the local government's communications agreement.

7. Regulations 28C and 28D inserted

At the beginning of Part 7 insert:

28C. Additional matters regulated by communications agreement (Act s. 5.92A(2)(d))

For the purposes of section 5.92A(2)(d), the circumstances in which correspondence sent by the mayor or president on behalf of the local government must be provided to all council members by the CEO is a prescribed matter.

28D. Content of communications agreement (Act s. 5.92A(4))

(1) In this regulation —

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act,

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- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

request for information, in relation to a local government, means a request for —

- (a) access to information held by the local government under section 5.92 or otherwise; or
 - (b) other information.
- (2) A local government's communications agreement must include content providing for —
- (a) council members and committee members to make requests for information; and
 - (b) the way in which, and the employees of the local government to whom, a request for information must be made; and
 - (c) time limits within which a response to a request for information must be given; and
 - (d) the way in which information must be provided in response to a request for information; and
 - (e) the way in which disputes regarding the response given to a request for information are to be resolved; and

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- (f) the employees of the local government with whom council members and committee members may communicate or have dealings in relation to a request for information.
- (3) A local government's communications agreement must include content providing for the agreement not to apply to anything that a council member, committee member or employee of the local government does as part of —
 - (a) the deliberations at a council or committee meeting; or
 - (b) recruiting, reviewing the performance of or terminating the employment of the CEO in accordance with the adopted standards.
- (4) A local government's communications agreement must include content providing for —
 - (a) council members and committee members to make requests for assistance regarding administrative matters; and
 - (b) the way in which, and the employees of the local government to whom, a request for assistance regarding an administrative matter must be made; and
 - (c) time limits within which a response to a request for assistance regarding an administrative matter must be given; and
 - (d) the way in which information must be provided in response to a request for assistance regarding an administrative matter; and
 - (e) the employees of the local government with whom council members and committee members may communicate or have dealings in

Local Government Regulations Amendment Regulations 2025**Part 2** Local Government (Administration) Regulations 1996
amended**r. 7**

relation to a request for assistance regarding an administrative matter.

- (5) A local government's communications agreement must include content providing for the following —
- (a) a request for information or a request for assistance regarding an administrative matter by a commissioner of the local government may be made to the CEO or another employee of the local government in the manner determined by the commissioner;
 - (b) the CEO must ensure that the commissioner is given a response to the request for information or request for assistance regarding an administrative matter —
 - (i) as soon as practicable; and
 - (ii) in the manner requested by the commissioner (which may include in writing or in a briefing);
 - (c) disputes regarding the request for information or request for assistance regarding an administrative matter must be resolved by —
 - (i) if there are joint commissioners and 1 of them is appointed to be the chairperson — the chairperson; or
 - (ii) otherwise — the commissioner who made the request.

Local Government Regulations Amendment Regulations 2025
Local Government (Administration) Regulations 1996 **Part 2**
amended

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- 8. Regulation 29E inserted** At
the end of Part 7 insert:

29E. Transitional provision for *Local Government Regulations Amendment Regulations 2025*

For the purposes of Schedule 9.3 clause 62(2), regulations 28C and 28D, as to be inserted by the *Local Government Regulations Amendment Regulations 2025* regulation 7, apply in relation to the exercise before 19 October 2025, under the *Interpretation Act 1984* section 25(2), of the Minister's power to make an order under section 5.92B, as to be inserted by the *Local Government Amendment Act 2023* section 74.

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Local Government Regulations Amendment Regulations 2025

Part 3 Local Government (Model Code of Conduct) Regulations 2021 amended

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**Part 3 — Local Government (Model Code of Conduct)
Regulations 2021 amended**

9. Regulations amended

This Part amends the *Local Government (Model Code of Conduct) Regulations 2021*.

10. Schedule 1 amended

- (1) After Schedule 1 clause 10 insert:

10A. Communications agreement

A council member or committee member must not contravene section 5.92A(3) of the Act.

- (2) In Schedule 1 clause 20(1) insert in alphabetical order:

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;
- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

Local Government Regulations Amendment Regulations 2025
Local Government (Model Code of Conduct) Regulations 2021 **Part 3**
amended

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communications agreement, in relation to a local government, means —

- (a) the default communications agreement that is taken to be the local government's communications agreement under section 5.92B of the Act; or
- (b) the communications agreement adopted by the local government that has effect as the local government's communications agreement under section 5.92C of the Act;

request for information, in relation to a local government, means a request for —

- (a) access to information held by the local government under section 5.92 of the Act or otherwise; or
- (b) other information.

- (3) In Schedule 1 clause 20(1) in the definition of **local government employee** paragraph (b) delete “services.” and insert:

services;

- (4) Delete Schedule 1 clause 20(3) and insert:

- (3) Subclause (2)(a) does not apply to anything that a council member does as part of —
- (a) the deliberations at a council or committee meeting; or
 - (b) making a request for information or a request for assistance regarding an administrative matter in accordance with the local government's communications agreement.

Clerk of the Executive Council

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Department of
Local Government, Sport
and Cultural Industries



Communications Agreement Consultation Paper

Local Government Reforms

Background

The *Local Government Amendment Act 2023* (2023 Amendment Act) was passed by Parliament in May 2023 and made a series of amendments to the *Local Government Act 1995* (the Act).

The 2023 Amendment Act implements several key reforms, including those relating to local government elections, as well as some changes which are yet to commence. These include the requirement for a communications agreement between the council and the administration of a local government.

To implement these reforms, the Western Australian (WA) Government has prepared the draft Local Government Regulations Amendment Regulations 2025 and the draft Local Government (Default Communications Agreement) Order 2025.

These proposed draft regulations and the draft order are published on the Department of Local Government, Sport and Cultural Industries (DLGSC) website and are available for public comment until Friday 22 August 2025. This consultation paper sets out the aims of these reforms and the proposed legislative requirements.

DLGSC invites local governments, council members, CEOs, local government employees and members of the community to consider the proposed regulations and provide feedback. The feedback received will inform the finalisation of draft regulations and the draft order and the implementation of these changes.

Submissions can be made to DLGSC's Act Review team by:

1. email to actreview@dlgsc.wa.gov.au
2. post to:
DLGSC Act Review
PO Box 8349
PERTH BUSINESS CENTRE WA 6849

Your say and your privacy

Submissions will be treated as public documents unless explicitly requested otherwise.

If you do not consent to your submission being treated as a public document, you should mark it as confidential, or specifically identify the confidential information, and include an explanation.

Please note, even if your submission is treated as confidential by DLGSC, it may still be disclosed in accordance with the requirements of the *Freedom of Information Act 1995* (WA) or any other applicable written law.

DLGSC reserves the right to redact any content that could be regarded as racially vilifying, derogatory or defamatory to an individual or an organisation.

Establishing regulations for communications agreements

The communications agreement is intended to function as a fundamental governance instrument within each local government to set out minimum expectations for formal communications between council members and employees of the local government.

Communications agreements currently exist between each Minister of the WA Government and the agencies that support them. These agreements set out who Ministers and their staff may contact within an agency, what they may request, how they can expect their request to be dealt with and when they can expect a response.

In a local government context, new sections 5.92A – 5.92C inserted by the 2023 Amendment Act provide that:

- each local government must have a communications agreement which deals with the matters required by the Act and regulations
- a local government may adopt a communications agreement by the council and the CEO both agreeing to its terms
- if a local government does not adopt or is unable to adopt a communications agreement, the default communications agreement set out in a ministerial order applies.

The draft Local Government Regulations Amendment Regulations 2025 seek to address minimum requirements for and enforcement of communications agreements.

Administration Regulations (amending regulations 3 to 8)

Amending regulations 3 to 8 set out a series of amendments to the Local Government (Administration) Regulations 1996 to deal with communications agreements.

Amending regulation 4 inserts a definition of communications agreements into the regulations.

Amending regulation 5 clarifies that the regulations regarding the employee code of conduct apply to employees of the local government, not contractors.

Amending regulation 6 requires the employee code of conduct to require a local government employee to comply with the communications agreement.

Amending regulation 7 inserts new regulations 28C and 28D.

Regulation 28C provides that in addition to the matters set out in the to be proclaimed section 5.92A of the Act, a communications agreement needs to set out the circumstances in which correspondence sent by the Mayor or President on behalf of the local government must be provided to all council members by the CEO.

Regulation 28D provides that there must be certain minimum content in a communications agreement adopted by a local government and its CEO.

Subregulation (1) provides definitions of an administrative matter and a request for information.

Subregulation (2) provides that a communications agreement must address:

- how council members and committee members can make requests for information
- the time within which a response to a request for information must be given
- the way in which information must be provided in response to a request for information
- a dispute resolution process
- which local government employees, council members and committee members may communicate or have dealings with relating to requests for information.

Subregulation (3) clarifies that the communications agreement does not apply to:

- deliberations at a council or committee meeting

- the process that needs to be undertaken for the recruitment, performance review or employment termination of the CEO.

This recognises that a Mayor or President and duly authorised council members may need to communicate with employees or contractors of the local government other than through the CEO to facilitate the recruitment, performance review or termination process.

Subregulation (4) provides that a communications agreement must address:

- how council members and committee members can make request for administrative assistance
- the time within which a response to a request for administrative assistance must be given
- the way in which information must be provided in response to a request for administrative assistance
- which local government employees, council members and committee members may communicate or have dealings with relating to administrative matters.

Subregulation (5) provides for circumstances where commissioners are administering the local government. This regulation provides that the commissioner may request information or assistance in the manner determined by the commissioner from any local government employee and that, if requested, it must be provided to the commissioner as soon as practicable. Where there is a dispute, it is resolved by the commissioner (or the chair commissioner if there is more than one commissioner).

This reflects that the circumstances that require the appointment of commissioners are unique, and as a result a commissioner should typically not be constrained by a communications agreement when undertaking the process required to restore good government to a local government district.

Regulation 8 provides for the default communications agreement ministerial order to be made prior to 19 October 2025.

Model code of conduct (amending regulations 9 & 10)

To ensure council and committee members comply with the communications agreement, it is proposed that contraventions of the agreement be dealt with under the code of conduct for council members, committee members and candidates.

Amending regulation 10(1) provides that a contravention of section 5.92(3) of the Act, which states that a council member or committee member must comply with the communications agreement, will be a behavioural breach. This means that the breach is dealt with internally by the local government, rather than through the Local Government Standards Panel process. Circumstances where a council member involves themselves in the administration of the local government without authority, or where a council member seeks to direct a local government employee, will remain a rule of conduct breach.

Amending 10(2)-(3) makes an amendment to clause 20 of the model code of conduct. Clause 20 currently provides that a council member or candidate cannot direct a local government employee. This amendment clarifies that the rule of conduct against directing a local government employee does not apply where the council member is acting consistently with the communications agreement in seeking information or administrative assistance.

Default Communications Agreement Order

The 2023 Amendment Act inserted new section 5.92B, which provides for the Minister for Local Government, by order, to set out a form of default communications agreement. This will be considered the communications agreement of the local government at any time that the local government has not adopted a communications agreement of its own or the agreement has expired.

A local government's communications agreement will expire at the end of the local government's caretaker period following an ordinary election, or otherwise at the end of the employment of the CEO who agreed to that communications agreement.

It is important to note the range of circumstances where a local government will fall onto this default agreement. If unable to form an agreement of their own, a local government will be bound by this default agreement. If local governments and CEOs wish to alter something contained in the default agreement, they will need to reach an agreement on an alternative communications agreement.

The proposed default communications agreement is contained in Schedule 1 of the draft Local Government (Default Communications Agreement) Order 2025.

Preliminary provisions (Division 1 of the draft order)

The preliminary components of the agreement include definition and application clauses which address how the agreement is to be interpreted and applied.

The definition of an 'administrative matter' is important in that it clarifies what is considered an administrative matter for a council members' potential request.

Clause 3 (Application) provides that this agreement does not apply to:

- deliberations at a council or committee meeting (which to be dealt with by standardised meeting procedures)
- the process of CEO recruitment, performance reviews or termination of employment, in accordance with the CEO employment standards of the local government.

This covers practical situations, such as the Mayor or President needing to engage closely with the local government's human resources function and consultants in relation to certain instances of managing the employment of the CEO.

General provisions (Division 2 of the draft order)

Clauses 4 to 7 provide a series of general provisions. Clause

4 addresses the general principles of the agreement:

- That the CEO supports council and committee members to fulfill their functions, including by providing information and administrative assistance that allows them to do so, and ensuring that employees communicate with council members in accordance with the agreement.
- That the council and committee members conduct themselves in accordance with the agreement to ensure the orderly running of the local government.

Clause 5 provides that, in general, all council members should receive a copy of formal correspondence sent by the Mayor or President on behalf of the local government. This reflects the Mayor or President's role of as a spokesperson of the local government, consistent with the decisions of the council. In exceptional circumstances the Mayor or President can decide it is not appropriate to provide such correspondence to all council members. If this is done where exceptional circumstances do not exist, it may constitute a breach of the agreement by the Mayor or President.

Clause 6 clarifies that requests for information or administrative should not be made during social or incidental dealings with employees or contractors, as these interactions are not an appropriate time to seek information.

Clause 7 clarifies that this agreement does not prevent social or incidental dealings or communications between council members and employees.

Clause 8 provides for the nomination of employees by the CEO, which is an important aspect of this agreement as it provides for who within the local government council members may speak with. This is similar to the approved contacts list used for WA Government communications agreements between Ministers and their agency(s).

These employees should be the most relevant employees for the council members to appropriately interact with, such as a local government's governance team, their directors (or equivalents), the executive assistant to the CEO, the communications manager or similar roles.

The clause specifies the number of employees to be nominated for each class of local government, reflecting the size of those local governments. It further clarifies that a CEO may specify that the employee is nominated for particular types of enquiries, such as nominating a communications manager for media enquiries. The CEO is required to maintain an up to date register for council and committee members of these employees and what they are able to be contacted for.

Clause 9 makes clear that the CEO determines who responds to a request for information.

Clause 10 further clarifies that nothing in this agreement requires a CEO or any other employee to respond to a request outside of office hours.

Requests for information generally (Division 3 of the draft order)

Clauses 11 to 16 deal with general requirements that apply to all requests for information.

Clause 11 provides for council and committee members to make requests for information.

Clause 12 sets out the types of information a member may request and the types of additional information a Mayor or President may request from the local government; however, this clause does not limit what information may be sought.

Clause 13 addresses certain things a council member must provide to assist the local government to respond to the request. This includes an appropriate scope, or a copy of correspondence received by the council member where they are seeking advice that relates to the correspondence.

Clause 14 deals with the circumstances where information does not need to be provided to a member, being:

- where the agreement has not been followed
- if the council member is not entitled to that information
- if the information is not held by the local government and unable to be reasonably obtained
- if in the CEO's view, preparing or providing the information would require substantial diversion of the local government's resources.

Clause 15 deals with disputes regarding the provision of information. This provision provides that a council member who is unhappy with a refusal of information may dispute the matter. Initially this should be sought to be resolved at a meeting between the council member, Mayor or President and CEO. If this does not resolve the matter, the council member should refer the matter to the council to resolve whether the information should be provided or not.

Clause 16 clarifies that the Mayor or President may discuss a media enquiry with the CEO or an appropriate nominate employee without making a request for information. This reflects that media enquiries often require urgent responses that are best dealt with promptly.

Responding to requests for information (Division 4 of the draft order)

Clause 17 to 24 deal with responding to requests for information that do not relate to administrative assistance.

Clause 17 provides that this division does not relate to an administrative request for information.

Clause 18 provides that a request for information is to be made to the CEO or an appropriate nominated employee in writing by email or such other electronic means approved by the CEO (such as a portal or similar).

Clause 19 requires the CEO to ensure that a request is acknowledged in writing within 2 working days of the request being made. This does not require the CEO to personally acknowledge the request, just ensure that a mechanism is established for their acknowledgement.

Clause 20 provides that for the purpose of responding to a request for information the CEO or other appropriate employee can discuss the request with the member for the purpose of clarifying the scope or subject of the request and enabling the request to be considered amended as a result of those discussions.

Clause 21 deals with the provision of a response to a request by providing:

- The request must be dealt with as soon as practicable.
- If a request relates to a matter on the agenda of an upcoming council or committee meeting, best endeavours are made to provide the response before that meeting.
- Requests are dealt with within 10 working days by either providing a final response or providing notice of when the final response will be given.
- Final responses should be in writing and include any advice or information relating to the request.
- If the final response is to refuse or partially refuse the request, the reasons for the refusal are given to the council member.

Clause 22 provides that a response to a request for information should generally be provided to all council members and relevant committee members, ensuring all members receive the same information. However, there are proposed exceptions to this where:

- The request is for advice on correspondence received by an individual council member. In these cases, the advice should only be given to the member or members who received the correspondence.
- The request relates to matters that only the Mayor or President can request; in which case those replies should only be given to the Mayor or President.
- The council member and the CEO agree that the matter should be treated confidentially because it is appropriate in the particular circumstances.

Clause 23 provides that the member may discuss the response to their request with the CEO or an appropriate nominated employee in order to clarify or address queries with the response.

Clause 24 provides that the CEO may arrange for a briefing, meeting or other discussion for members on the particular information requested. Members may be provided with information through these avenues, including members being able to seek further information following a briefing, meeting or other discussion.

Responding to administrative requests (Division 5 of the draft order)

Clause 25 to 28 deal with responding to administrative requests.

Clause 25 provides that administrative requests encompass an administrative request for information or a request for administrative assistance.

Clause 26 provides that a member may request administrative assistance regarding an administrative matter.

Clause 27 provides that these requests are:

- To be made to the CEO or the appropriate nominated employee.
- These requests may be made verbally, but the CEO or employee can refuse to deal with the request unless it is in writing.
- If a request is made in writing it must be made via email or other electronic means approved by the CEO (such as a portal).

Clause 28 deals with the provision of a response to an administrative request by providing:

- The request must be dealt with as soon as practicable.
- Requests are dealt with within 10 working days by either providing a final response or providing notice of when the final response will be given.
- Final responses to an administrative request may be verbally or in writing.

Commissioners (Division 6 of the draft order)

Clauses 29 and 30 deal with this agreement in relation to a commissioner appointed to administer a local government.

Clause 29 provides that the agreement applies to a commissioner as if the commissioner were the council and the Mayor or President.

Clause 30 provides that the commissioner:

- may request information from any local government employee for provision to the commissioner as soon as practicable
- where there is a dispute, it is to be resolved by the commissioner or the chair commissioner (if there is more than one commissioner).

This reflects that the circumstances that require the appointment of commissioners are unique, and as a result a commissioner should typically not be constrained by a communications agreement when undertaking the process required to restore good government to a local government district.

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Communications Agreements

Discussion Paper

June 2025

Local Government Submissions to WALGA are requested by 4pm, Monday 28 July 2025 to governance@walga.asn.au

For more information, please contact Tony Brown on 9213 2051 or Felicity Morris on 9213 2093.

Submission Format

This Discussion Paper has been designed to enable Local Governments to insert responses in the form field provided for each section of the Discussion Paper.

Local Governments can choose to respond to only some sections or questions, and are also welcome to provide a submission in an alternative format.

Please also provide your Local Government details below.

Local Government Name:		Shire of West Arthur
Submission was prepared and endorsed by:		
<input checked="" type="checkbox"/>	Council Resolution / Meeting Date:	24 July 2025
<input type="checkbox"/>	Council Member Workshop / Forum (without Council resolution)	
Contact Name:		Vin Fordham Lamont
Contact email address:		ceo@westarthur.wa.gov.au
Contact phone:		0473 072 017



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1. Background

Communications Agreements were outlined in the Minister for Local Government's [Reform Proposals](#) released in 2022.

Following sector consultation, WALGA adopted the following advocacy position in relation to Communication Agreements:

2.5.3 Council Communication Agreements

The Local Government sector supports the introduction of a consistent, regulated Communications Agreement between Councils and the CEO within Local Governments.

Amendments to achieve this reform were included in the [Local Government Amendment Act 2023](#) but are yet to take effect:

- Amendments to Section 5.92 of the *Local Government Act 1995* (the Act) to provide that the right of a Council Member or Committee Member to access information under that section must be exercised in accordance with the Local Government's communications agreement.
- New section 5.92A requiring every Local Government to have a communications agreement between the Council and the CEO regulating the matters specified in the Act and regulations.
- New section 5.92B requiring the Minister to make Ministerial Order setting out a default communications agreement which applies at any time a Local Government does not have its own communications agreement.
- New section 5.92C enabling Local Governments to adopt and amend its own communications agreement with the agreement of the CEO, which will expire at the end of every caretaker period, and upon the end of the CEO's employment with that Local Government.

On 5 June 2025, the Department of Local Government, Sport and Cultural Industries (the Department) published the draft [Local Government Regulations Amendment Regulations 2025](#) (the Draft Regulations) and draft [Local Government \(Default Communications Agreement\) Order 2025](#) (the Draft Order). The Department has also published a [Communications Agreement Consultation Paper](#) (the DLGSC Consultation Paper) which explains the Draft Regulations and Draft Order.

The Draft Regulations prescribe the minimum requirements for all communications agreements and provide the mechanism to require compliance by Local Government employees, Council Members and Committee Members.

The Draft Order sets out what is proposed to be the default communications agreement in Schedule 1. As all Local Governments will be subject to this default agreement on a regular basis (at least every two years after each caretaker period and after a CEO's employment ends) as well as at any time an agreement cannot be reached between Council and the CEO, it is critical that the default agreement is fit for purpose.



2. Discussion paper

The following discussion paper provides preliminary WALGA comments and questions on the Draft Regulations and Draft Order for consideration by Local Governments.

Part 2.1 of this paper deals with the Draft Regulations. Where the corresponding content of the Draft Order is relevant to the discussion of the issue, it is included in this part.

Part 2.2 deals with matters that appear only in the Draft Order.

All clause references are to Schedule 1 of the Draft Order.

2.1. Draft Regulations

2.1.1. General drafting approach

WALGA Comment

The Draft Regulations and Draft Order are quite detailed and prescriptive. Some detail may be necessary to provide clarity and achieve an appropriate balance. It is essential that all parties understand their responsibilities, as breaches would constitute a breach of the Code of Conduct for Council Members, Committee Members and Candidates, or the Employee Code of Conduct. However, the level of prescriptive detail in the Draft Regulations and Draft Order may be restrictive for Local Governments seeing to develop locally appropriate approaches.

Questions

1. Do the Draft Regulations and Draft Order have an appropriate level of detail, or could they be simplified?

Local Government Response:

DLGSC is over complicating this by being too prescriptive on introducing specific regulations. These new regs also create interpretation and compliance risks. A better and more simple approach would be enacting a new reg that establishes principles around encouraging 'open dialogue, strong relationships and responsive actions'. Then potentially include reference to DLGSC, in conjunction with WALGA, being tasked to develop a template Coms Agreement for LGA potential take up/adoption use. Or LGAs setting up their own one (based on these governing principles).

2.1.2. Commencement and implementation

The Draft Regulations state that they will commence on 19 October 2025, the day after the Ordinary Local Government Elections. This means that the default communications agreement set out in the finalised Ministerial Order would apply to all Local Governments from this date.

WALGA comment

The lead up to Local Government elections is a very busy time for Local Governments. Many Local Governments devote considerable resources to preparing induction materials for new Council



Members. These materials and any induction programs will need to provide both commencing and continuing Council Members with an understanding of the default communications agreement. In addition, Local Governments will need to establish the appropriate administrative processes to implement the default communications agreement. To complete these preparations, Local Governments will need to know the final content of the regulations and order.

Questions

2. What would be a reasonable period to allow Local Governments to prepare for implementation of the default communications agreement after publication of the final regulations and order?

Local Government Response:

3 months after publication of the final regulations and order, assuming publication occurs after the October 2025 elections.

2.1.3. Providing correspondence sent by Mayor or President to all Council Members

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28C in the *Local Government (Administration) Regulations 1996* prescribing that communications agreements must regulate the circumstances in which correspondence sent by the Mayor President on behalf of the Local Government must be provided to all Council Members. This is an additional matter that was not specified in the Act amendments.

Draft Order

To meet this requirement, clause 5 of the Draft Order requires correspondence sent by the Mayor or President on behalf of the Local Government to be provided to all Council members, unless the Mayor or President is satisfied that particular circumstances mean it is appropriate not to provide the correspondence. The DLGSC Consultation Paper advises that this should only occur in “exceptional circumstances” and could otherwise constitute a breach of the communications agreement by the Mayor or President.

WALGA Comment

Depending on the Local Government, Mayors or Presidents may send a high volume of correspondence that could be understood as being on behalf of the Local Government. Providing copies of all this correspondence to all Council Members may be burdensome for the Administration, and for Council Members in receiving high volumes.

To avoid breaching the communications agreement, the Mayor or President would need to have a record of each decision and the circumstances that make it appropriate not to provide correspondence to all Council Members.

Questions



3. Is it necessary for all communications agreements to address the provision of Mayor / President correspondence to Council Members?
4. Is clause 5 of the Draft Order appropriate and workable for your Local Government? Are any changes required?
5. Would it be useful for the Draft Order to:
 - a. specify types of correspondence that must be provided to all Council members, unless decided by the Mayor or President? For example, correspondence that relates to advocacy, communications with government agencies or elected representatives, major stakeholders, or communicating Council decisions.
 - b. allow the Mayor or President to decide that certain categories of correspondence do not need to be provided? For example, letters of appreciation and congratulations.
 - c. allow for alternative methods of making the correspondence available to Council Members rather than providing a copy? For example, allow Local Governments to provide a list of correspondence that Council Members may access on request, or publish correspondence on an Elected Member portal.

Local Government Response:

- | |
|---|
| <p>3. No, if the purpose of a communications agreement is to govern the communications between Council and the CEO, then external communications from the President/Mayor do not fall within these guidelines.</p> <p>4. Clause 5 should be removed from the draft order.</p> <p>5. No comment based on responses to questions 3 and 4.</p> |
|---|

2.1.4. Requests for information – definition and scope

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28D in the *Local Government (Administration) Regulations 1996* which prescribes the content of communications agreements. The regulation distinguishes between administrative matters and requests for information and prescribes definitions as well as the content that must be included in relation to each type of request.

The definition of request for information in regulation 28D(1) is as follows:

request for information, in relation to a local government, means a request for —

- (a) access to information held by the local government under section 5.92 or otherwise; or
- (b) other information.

This definition is also used in regulation 10(2) of the Draft Regulations for a consequential amendment to the *Local Government (Model Code of Conduct) Regulation 2021*.

As this definition is prescribed in the Draft Regulations, it will apply to all communications agreements, not just the default agreement.

Draft Order



Clause 3(1) provides that the default communications agreement applies to a person only when acting in their capacity as a Council Member, Committee Member or employee.

Clause 4 provides general principles, including that Council and Committee Members will ensure they only request information that is relevant to their functions under the Act or any other written law.

Division 3 sets out the requirements regarding requests for information. Clause 11 of the Draft Order repeats the prescribed definition when stating that a Council Member or Committee Member may make a request for information. Clause 14 specifies that nothing in the agreement requires certain information to be provided, including "information mentioned in section 5.92(4) of the Act".

WALGA comment

Section 5.92(1) of the Act allows a Council Member or Committee Member to "have access to any information held by the local government that is relevant to the performance by the person of any of the person's functions under this Act or under any other written law" (emphasis added). This is a broad right of access, requiring only relevance to the performance of a statutory function.

Section 5.92(4) clarifies that the section does not give a Council Member or Committee Member the right to access specified information, including certain employee information, any personal information about individuals that is not relevant to a Council or Committee decision, information the Local Government is prohibited or restricted from disclosing to the Council Member or Committee Member under a written law, and information that is not relevant to the functions of the Council Member or Committee Member under the Act or any written law.

The definition of *request for information* expands significantly beyond requests under section 5.92. It is unclear what is intended by "or otherwise" in part (a) of the definition. Further, the inclusion of "other information" in part (b) is so open-ended, it may make any limitations imposed by (a) almost meaningless.

As the Draft Order only applies when a person is acting in their capacity as a Council Member or Committee Member, it is difficult to understand what "other information" could be required that is not relevant to a statutory function.

Council Members may interact with the Local Government in their personal capacity and request and gain access to information as customers of the Local Government. These ordinary citizen transactions would not be subject to the communications agreement. Similarly, all members of the public have a right to inspect and receive copies of Local Government information in accordance with s5.94, 5.95, 5.96 and 5.96A of the Act, and public information prescribed under other written laws. These public access rights would not be subject to the communications agreement.

The expansive definition appears to be inconsistent with other provisions of the Draft Order. Clause 4 uses the wording of section 5.92, stating that Council and Committee Members agree to only request information that is relevant to their functions under law. Clause 14(b) of the Draft Order confirms that a Council Member or Committee Member is not required to be provided with information mentioned in section 5.92(4) of the Act. As noted above, section 5.92(4)(f) refers to information that is not relevant to the performance of a function under law.

The result may be that a Council Member or Committee Member may *request* information under clause 11 that they must agree not to request under clause 4(c)(iii), that they do not have a statutory right to access, and that clause 14 confirms that they are not required to be provided.



Questions

6. Should the words "or otherwise" and "other information" be deleted from the definition of *request for information*?
7. Do Local Governments identify any risks arising from the definition of *request for information* in its current form?
8. Does the definition of *request for information* create inconsistency with section 5.92 of the Act and clauses 4 and 14 of the Draft Order?
9. Should the definition of *request for information* be revised to refer only to requests made under s.5.92?
10. Are there any other comments on the scope or definition of *request for information*?

Local Government Response:
6. Yes.
7. Nothing Identified.
8. Yes.
9. Yes.
10. No.

2.1.5. Administrative matters – definition and scope

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28D in the *Local Government (Administration) Regulations 1996* which provides definitions and prescribes the content of communications agreements. The regulation distinguishes between administrative matters and requests for information and prescribes definitions as well as the content that must be included in relation to each type of request. The definition of administrative matter lists the scheduling of council or committee meetings, compliance obligations under the Act, IT support, training and conference arrangements, event invitations, entitlements and "any other matter of an administrative nature".

Regulation 10(2) of the Draft Regulations would insert the proposed definition of administrative matter into clause 20(1) of the Model Code of Conduct for Council Members, Committee Members and Candidates (Sch 1 of the *Local Government (Model Code of Conduct) Regulations 2021*).

Draft Order

Clause 2 of the Draft Order repeats the definition of administrative matter and defines administrative request for information. Clause 25 defines administrative request as either or both of an administrative request for information or a request for administrative assistance. Clause 26 defines a request for administrative assistance.

Division 5 of the Draft Order deals with administrative requests for information and requests for administrative assistance. Clause 26 provides that a Council Member or Committee Member may



make a request for administrative assistance, while clause 27 provides the process for making an administrative request. Administrative requests may be made verbally or in writing

WALGA Comment

Local Government officers regularly provide routine information and support to Council Members and Committee Members. It seems reasonable to provide for a separate category of requests that may be dealt with in a simplified way, and with no requirement to provide responses to all Council or Committee Members.

The definition of administrative matter prescribed in the Draft Regulations may not be suitable for all Local Governments. WALGA suggests that an alternative definition could be as follows:

administrative matter in relation to a council member or committee member, means support or assistance provided to an individual council member or individual committee member to facilitate an administrative process related to that member, and may include:

- (i) council and committee meeting scheduling, attendance, apologies, leave of absence, committee deputy member attendance, drafting a notice of motion or alternative motion.
- (ii) attendance at professional development, training or events, associated speech writing, ceremonial protocols, travel, accommodation and incidental expense arrangements,
- (iii) entitlements to a fee, allowance, reimbursement or superannuation,
- (iv) personal compliance with obligations under the Act, Regulations, code of conduct, conflict of interest or gift disclosure requirements, record keeping,
- (v) information and communication technology software or hardware provided by the local government,
- (vi) any other matters specified as administrative matters in a local government's communications agreement.

Alternatively, the Draft Regulations could state that administrative matters are to be defined in the local government's communications agreement. The above alternative definition could be modified for use in the Draft Order.

Consideration could also be given to simplifying the language used in the Draft Order regarding these requests. It seems unnecessarily complex to have four defined terms to deal with simple day to day enquiries.



Questions

11. Do Local Governments support a separate process for administrative matters?
12. Is the Draft Regulation definition of **administrative matter** suitable for your Local Government?
13. Do you support the alternative WALGA definition above and/or have any other suggestions for the definition?
14. Should the regulations avoid a prescribed definition and allow **administrative matter** to be defined entirely in the communications agreement?
15. Are there any other comments on administrative matters?

Local Government Response:
11. Yes. 12. No. 13. Yes and No. 14. Yes. 15. No.

2.1.6. Exclusions from application of communications agreement

Draft Regulations

The new Regulation 28D(3), to be inserted in the *Local Government (Administration) Regulations 1996* by Draft Regulation 7, provides that a communications agreement must specify it does not apply to anything a Council Member, Committee Member or Employee does as part of deliberations at a Council Meeting, or CEO employment processes.

Draft Order

Clause 3(2) of the Draft Order gives effect to these requirements.

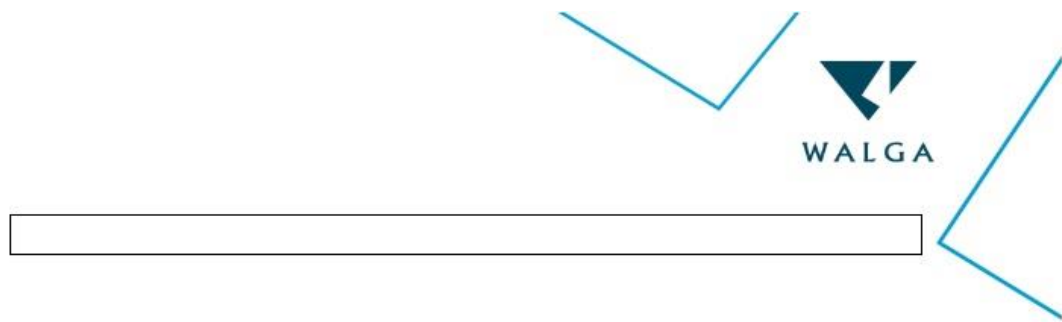
WALGA Comment

These exclusions enable Council Members and Committee Members to communicate with employees under certain circumstances without being subject to the communications agreement. The respective codes of conduct would continue to apply to employees and Council or Committee Members.

Questions

16. Are these exclusions appropriate?

Local Government Response:
Unsure.





2.1.7. Commissioners

Draft Regulations

New Regulation 28D(5) will require all communications agreements to include content enabling commissioners to make requests to any employee, to determine the manner information is to be provided and to resolve disputes.

Draft Order

Clause 29 provides that the communications agreement applies to a commissioner as if they were the Mayor or President and the Council of the Local Government. Clause 30 then modifies the application of the communications agreement to allow a commissioner to make a request to the CEO or any employee, in the manner determined by the commissioner and to specify the manner in which a response is to be provided. It also provides for a commissioner to resolve disputes.

WALGA Comment

Section 2.38 of the Act provides that any reference to Council, Council Member, Mayor or President in the Act or other written law applies to a commissioner. A Local Government's communications agreement would apply to commissioners on that basis, and a commissioner could adopt a new agreement with the CEO. It does not seem appropriate for a commissioner to direct requests to any employee of the Local Government.

Questions

17. Should the rights and responsibilities of commissioners under a communications agreement be consistent with the rights and responsibilities of Council, Council Members, Mayors and Presidents?
18. Is it inappropriate for a commissioner to make requests to any employee of the Local Government?

Local Government Response:
17. Yes.
18. Yes. He/she should operate under the same rules as a councillor..



2.1.8. Amendments to Model Code of Conduct

Draft Regulations

Regulation 10(4) of the Draft Regulations will amend clause 20 of the Model Code of Conduct for Council Members, Committee Members and Candidates (Sch 1 of the *Local Government (Model Code of Conduct) Regulations 2021*). As a result, the prohibition on a Council Member directing or attempting to direct a local government employee will not apply to anything that a Council Member does as part of making a request in accordance with a communications agreement.

WALGA comment

Model Code of Conduct clause 20(2)(a) prohibits a Council Member from directing or attempting to direct a Local Government employee to do or not to do anything in their capacity as a Local Government employee.

This prohibition does not apply to anything done during deliberations at a Council or Committee meeting. The proposed amendment would expand the circumstances in which a Council Member may direct an employee.

The proposed amendment implies that a request for information or administrative request may be made in a manner that is an attempt to *direct* a local government employee and has the effect of allowing such direction without breaching Code of Conduct provisions.

Questions

19. Is it necessary or appropriate for a Council Member to be able to direct a local government employee when making a request in accordance with a communications agreement?

Local Government Response:
19. Not necessary and not appropriate.



2.3. Draft Order

2.3.1. Clause 4 General principles

Draft Order

Clause 4 of the Draft Order provides general principles for both the Council and the CEO, largely relating to acting and communicating in accordance with the agreement. This includes that the CEO will support Council Members and Committee Members in performing their functions under law, and that Council Members and Committee Members will only request information relevant to their functions under law.

Questions

20. Are there any additional principles that should be referenced in this clause?
21. Would it be beneficial to include a principle requiring that the communications agreement be applied in a manner that is consistent with the respective roles and responsibilities of Council and the CEO under the Act?

Local Government Response:
20. Not aware of any.
21. Probably.

2.3.2. Clause 8 Nominated employees

Draft Order

Clause 8(1) enables the CEO to nominate employees for the purposes of the agreement.

Clause 8(2) requires the CEO to nominate minimum numbers of employees, depending on the Class of the Local Government.

Clause 8(3) allows employees to be nominated for all requests for information, or a type of request for information. Clause 8(4) allows employees to be nominated for media enquiries, requests for administrative assistance, or types of either of these.

Under clauses 16, 18, 20, 23 and 27 of the Draft Order, Council Members or Committee Members must make and discuss their various requests with an "appropriate nominated employee", defined in clause 2(1). In summary, an appropriate nominated employee is an employee who has been nominated for that type of request.

Clause 9 allows the CEO to direct which employee responds to a request.

WALGA Comment

The minimum numbers of nominated employees specified in clause 8 will only apply while the default communications agreement applies to a Local Government. However, these requirements must still be fit for purpose when applying to all Local Governments at least every two years, or at any time an agreement has not been reached.



It is unlikely that all Local Governments of a particular class will have the same requirements or capacity.

CEOs are likely to be best placed to establish a sufficient number of nominated employees to service the level of requests in appropriate timeframes. This could include an administrative system of internal referrals, which could allow requests to be made to any nominated employee, rather than only an "appropriate nominated employee".

The requirement to make the request to an appropriate nominated employee may be challenging if a request for information addresses multiple subjects. It may be more efficient for responses to be coordinated by a single nominated employee.

Similarly, it may be sufficient to state that a CEO can nominate an employee generally or for the purposes of specified types of requests and that Council and Committee Members are provided with an up-to-date list.

Questions

22. Should the default communications agreement allow the CEO to nominate employees generally or for the purposes of any specified requests?
23. Should the minimum number of nominated employees be deleted or are they suitable?
24. Is it necessary to specify that requests must be made to an appropriate nominated employee, or could a nominated employee who receives a request refer and coordinate internally, subject to direction from the CEO?

Local Government Response:

22. Both.
23. Yes, the minimum should be deleted and any nominated employees should be at the CEO's discretion.
24. The second option.

2.3.3. Clause 12 Information that may be requested

Draft Order

Clause 12(1) lists matters that may be the subject of requests for information, clause 12(2) provides examples of information that may be requested by a Mayor or President, while clause 12(3) specifies that the clause does not limit what information may be requested.

WALGA Comment

It appears that this clause simply provides indicative examples of suitable subject matter for requests for information. As discussed above, the right of access to information under section 5.92 requires a link to a statutory function. It is possible that the examples provided in clause 12 could be the subject of a request for information that is relevant to a statutory function as well as a request that is not relevant or is excluded under s.5.92(4). Clause 12(3) confirms that the clause does not limit requests for information. Presumably it also does not expand what may be subject to a request for information, so it is unclear whether it is useful.



Questions

25. Is it useful for the default communications agreement to list matters that may be the subject of requests for information? Do Local Governments have any suggestions for inclusion?
26. Do Local Governments have any comments on the matters listed in clause 12?
27. Do Local Governments have examples of how the matters listed in clause 12 are or are not relevant to Council Member and Committee Member functions under the Act or other written law?

Local Government Response:
25. Yes to first question and no to the second.
26. No.
27. No.

2.3.4. Clause 13 Requirements applicable to requests for information

Draft Order

Clause 13 sets out the requirements applicable to a request for information, including relevance to a statutory function (as discussed above), limited in scope and accompanied by supporting information or correspondence.

WALGA Comment

In many circumstances, the nature of information requested by Council or Committee Members is self-evidently related to performance of a function under the Act or other written law, consistent with s.5.92(1). However, some requests for information are not self-evident as being consistent with s.5.92.

Questions

28. Do Local Governments have any comments on these requirements?
29. Should clause 13 include a requirement for a request for information to explain the relevance of the request to the performance of a function under the Act or any written law?

Local Government Response:
28. No.
29. Yes.



2.3.5. Clause 14 Certain information not required to be provided

Draft Order

Clause 14 provides that information is not required to be provided in response to a request for information if:

- the request is not made in accordance with the agreement,
- the information is mentioned in section 5.92(4) of the Act,
- the information is not held by the Local Government, is held by another person or body and cannot be reasonably obtained by the Local Government,
- the CEO decides that preparing or providing the information would divert a substantial and unreasonable portion of the Local Government's resources.

WALGA Comment

The exclusion of information referred to in section 5.92(4) (see cl.14(b)) is discussed above.

Clause 14(c) appears somewhat convoluted. It is not clear if this is intended to require Local Governments to undertake research to identify and obtain information that they do not currently hold. Further, if the information is not held by the Local Government and cannot be reasonably obtained, it is not clear why it is relevant whether the information is held by another person or body.

Questions

30. Should clause 14(c) be simplified to state that information is not required to be provided if it is not held by the Local Government?

Local Government Response:
Yes.

2.3.6. Clause 15 Disputes

Draft Order

Clause 15 sets out the process for dealing with disputes regarding a final response to a request for information that includes a refusal to provide some or all of the information requested. In the first instance the dispute must be discussed between the Mayor or President, the CEO and the requesting member. If this does not resolve the dispute, the requesting member may refer the dispute to Council for determination. Council's determination is final, and may override a decision by the CEO that the request would divert unreasonable resources.

WALGA Comment

The Draft Order does not appear to contemplate disputes where the Mayor or President is the requesting member.

The Draft Order specifies that Council may override a decision of the CEO under clause 14(d) that a request would divert unreasonable resources. In considering such a dispute, Council should have the benefit of the CEO's advice regarding the impact on the Local Government's functions and budget.



As only clause 14(d) is referenced in this way, it may be that Council does not have the capacity to overturn a refusal on the grounds set out in clause 14(a) – (c).

Questions

31. Should the default communications agreement specify that if the Mayor or President is the requesting member, the deputy Mayor or President should attend the meeting with the CEO in the event of a dispute?
32. Would it be beneficial to have disputes determined by the Inspector rather than Council?
33. Is it appropriate that Council can overturn the CEO decision under clause 14(d)?
34. Are there any other comments on disputes?

Local Government Response:
31. Yes. 32. Absolutely. 33. Unsure. 34. No.

2.3.7. Clause 16 Mayor/President discuss media enquiry

Draft Order

Clause 16 allows the Mayor or President to discuss a media enquiry with the CEO or an appropriate nominated employee without making a request for information.

WALGA Comment

In many cases, media enquiries are directed to the Administration, and the Administration then contacts the Mayor or President to coordinate a response. Media enquiries that are not provided to the Local Government could be directed to the Mayor or President, but could also be directed to individual Council Members. It is not clear that this clause is necessary to enable these enquiries to be discussed as needed.

Questions

35. Does this clause meet the needs of Local Governments in managing media enquiries?

Local Government Response:
35. No.

2.3.8. Division 4 Requests for information - processes

Draft Order



Division 4 of the Draft Order sets out the processes for making, acknowledging, discussing and responding to requests for information other than administrative requests.

Clause 18 requires that a request for information must be made to the CEO or an appropriate nominated employee in writing, by email or other electronic means approved by the CEO. Clause 19 requires the CEO to acknowledge the request within 2 working days after the day it is made.

Clause 20 allows the CEO or an appropriate nominated employee to discuss the request with the requesting member, who may request an amendment to the scope of the request in these discussions.

Clause 21 provides the requirements for responding to a request for information. As a starting point, the CEO must ensure the requesting member is given a final response as soon as practicable. Where a request relates to an agenda item, the CEO must use best endeavours to provide a final response before the meeting. In any case, the CEO must ensure that the requesting member is given a final response within 10 working days after the request is made, or notice that the final response cannot be given within that period and estimating when it will be provided. The final response must be in writing. The final response must include reasons for any refusal to provide any of the information requested.

Under clause 22(1), final responses will generally be provided to all Council Members and members of the relevant committee. Clause 22(2) provides exceptions, including where the request for information is one made by the Mayor or President in relation to representing the Local Government, correspondence or arranging a formal meeting or event. Clause 22(2) also allows the CEO and requesting member to agree that the final response is confidential or because of particular circumstances it is appropriate not to provide to all members.

Clause 23 allows the requesting member to discuss the final response with the CEO or an appropriate nominated employee, and may be provided with additional information in these discussions. Clause 24 allows the CEO to arrange a briefing, meeting or discussion with some or all Council or Committee Members in relation to a final response to a request for information.

WALGA Comment

The definition and scope of requests for information are discussed in part 2.1.4 of this discussion paper.

WALGA seeks sector feedback on whether the detailed processes and requirements in Division 4 are suitable for all Local Governments. It is not clear whether it is necessary for a communications agreement to specify that a Council or Committee Member may discuss a request or response with the CEO or appropriate nominated employee, or that the CEO may organise a briefing. In contrast, it may be helpful for a communications agreement to state what will occur if the CEO and requesting member do not agree on whether a response should be provided to all members.

Questions

36. Are there any comments on the processes and requirements in Division 4, including:
- (i) Is it suitable that all requests for information must be made in writing by email or other electronic means approved by the CEO?
 - (ii) Is 2 working days an appropriate period for acknowledgement of a request?
 - (iii) Does clause 20 provide an appropriate method for discussing and clarifying requests for information?



- (iv) Are the timeframes for response specified in clause 21 a reasonable baseline for all Local Governments?
- (v) Does clause 22(2) provide a suitable method for deciding when a response does not need to be provided to all Council or Committee Members?
- (vi) Should clause 22(2) state what would occur if the CEO and requesting member do not agree on whether a response is confidential or not to be provided to other members?
- (vii) Is clause 23 unnecessary or does it provide a useful approach to discussions of a response?
- (viii) Is clause 24 unnecessary or does it provide a useful approach to informing Council Members and Committee Members?

Local Government Response:
(i) Yes. (ii) 3 working days would be better. (iii) Yes. (iv) Yes. (v) Yes. (vi) Yes. (vii) Seems a bit unnecessary. (viii) Unnecessary.

2.3.9. Division 5 Administrative requests - processes

Draft Order

Division 5 of the Draft Order sets out the requirements for making and responding to administrative requests.

WALGA Comment

The definition of “administrative matter” is discussed above.

WALGA seeks sector feedback on whether the processes and requirements are suitable for all Local Governments.

Questions

- 37. Is it suitable that administrative requests may be made verbally or in writing?
- 38. Does clause 28 provide reasonable requirements for a response?

Local Government Response:
37. Yes. 38. Yes.



12 CORPORATE SERVICES**12.1 ACCOUNTS FOR PAYMENT - JUNE 2025**

Location:	N/A
Applicant:	N/A
Author:	Kylie Whitaker, Finance Officer
Authorising Officer:	Rajinder S Sunner, Manager Corporate Services
Date:	17/07/2025
Disclosure of Interest:	Nil
Attachments:	1. Accounts for Payment Listing - June 2025 2. Corporate Card Summary Statement - 27 May to 25 June 2025

SUMMARY:

Council is requested to endorse payments of accounts for June 2025 as listed and note the attached credit card transactions.

BACKGROUND:

The schedule of accounts for payment is included as attachments for Council information.

COMMENT:

If you have any questions regarding payments in the listing, don't hesitate to contact the office before the Council meeting.

CONSULTATION:

No consultation required.

STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulations 1996

12. Payments from municipal fund or trust fund, restrictions on making

- (1) A payment may only be made from the municipal fund or the trust fund —
 - (a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or
 - (b) otherwise, if the payment is authorised in advance by a resolution of the council.
- (2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
 - (a) the payee's name; and

- (b) the amount of the payment; and
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing —
- (a) for each account which requires council authorisation in that month —
 - (i) the payee's name; and
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
 - (b) the date of the meeting of the council to which the list is to be presented.
- (3) A list prepared under sub regulation (1) or (2) is to be —
- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
 - (b) recorded in the minutes of that meeting.

POLICY IMPLICATIONS:

Policy F29 – Purchasing Policy

Policy F2 – Corporate Transaction Cards Policy

FINANCIAL IMPLICATIONS:

There are no financial implications. Reported expenditure is assessed by management as being consistent with the adopted Annual Budget.

STRATEGIC IMPLICATIONS:

West Arthur Towards 2031

Theme: Leadership and Management

Outcome: Establish and maintain sound business and governance structures

Strategy: Comply with regulations and best practice standards to drive good decision making by Council and Staff

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Unauthorised (or incorrectly authorised) payments being made
Risk Likelihood (based on history and with existing controls)	Rare (1)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (4)
Principal Risk Theme	Misconduct
Risk Action Plan (Controls or Treatment Proposed)	Payments listing provided to Council each month

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That Council;

1. in accordance with section 13 of the Financial Management Regulations of the Local Government Act 1995 and in accordance with delegation, note June 2025 Municipal Fund vouchers 13062025.1-13062025.49, 25062025.1-25062025.22, 30062025.1-30062025.36, Licensing, Salaries and Wages, EFT Transfers and Direct Debits totalling \$1,081,528.16 listed (attached) as approved for payment.
2. note the attached Corporate Credit Card facility transaction summary from 27 May 2025 to 25 June 2025.

**Shire of West Arthur
Creditor Payments
June 2025**

Date	Reference	Creditor	Amount
13/06/2025	BPAY	Australian Taxation Office	9370.00
		May 2025 BAS	
13/06/2025	BPAY	Australian Taxation Office	12408.50
		FBT 2425 to Mar 2025	
30/06/2025	BPAY	Cr Adam Squires	760.00
		4th Qtr 24/25 Councillor Claim	
4/06/2025	Direct Debit	Synergy	1459.95
		Caravan Park Supply Charge & Consumption 05/3 - 05/05/25	
4/06/2025	Direct Debit	Synergy	256.09
		Lake Supply Charge & Consumption 18/2/25-17/4/25	
4/06/2025	Direct Debit	Synergy	66.80
		Duranillin Water Supply Charge & Consumption 18/2/25-17/4/25	
5/06/2025	Direct Debit	Synergy	127.34
		Hull Park Supply Charge & Consumption 4/3-5/5/25	
6/06/2025	Direct Debit	Aware Super Clearing House	10738.28
		Fortnightly Superannuation Contributions	
6/06/2025	Direct Debit	Synergy	188.06
		Rees Road Supply Charge & Consumption 19/2-25-22/4/25	
11/06/2025	Direct Debit	Synergy	624.58
		CRC Supply Charge & Consumption 15/4-19/5/2025	
16/06/2025	Direct Debit	Synergy	1517.03
		Streetlights Supply Charge & Consumption 25/3-24/4/25	
16/06/2025	Direct Debit	Rentfind Technologies Pty Ltd	22.00
		Rentfind Software - June 2025	
17/06/2025	Direct Debit	Synergy	127.35
		Town Dam Supply Charge & Consumption 6/3-7/5/25	
19/06/2025	Direct Debit	Aware Super Clearing House	10375.48
		Fortnightly Superannuation Contributions	
23/06/2025	Direct Debit	Telstra	176.05
		Mobile, Landlines & Data for Shire facilities to 2/6/25	
23/06/2025	Direct Debit	Synergy	141.59
		Moodiarrup Hall Supply Charge & Consumption 18/5-17/4/25	
24/06/2025	Direct Debit	Synergy	1468.10
		Streetlights 25/4-24/5/2025	
24/06/2025	Direct Debit	Telstra	2828.48
		Mobile, Landlines & Data for Shire facilities to 2/6/25	
27/06/2025	Direct Debit	NAB Credit Card	5861.60
		See Summary attached	
27/06/2025	Direct Debit	Synergy	99.04
		Duranillin School Supply Charge & Consumption 28/3-15/5/25	
27/06/2025	Direct Debit	Synergy	126.27
		Duranillin Hall Supply Charge & Consumption 28/3-28/5/25	
30/06/2025	Direct Debit	WA Treasury Corporation	29297.25
		Loan Payments to 30/6/2025	

**Shire of West Arthur
Creditor Payments
June 2025**

Date	Reference	Creditor	Amount
30/06/2025	Direct Debit	Motorpass	13.54
		Monthly Management fees for fuel cards for Arthur River & Darkan Fire Brigades	
30/06/2025	Direct Debit	National Australia Bank	45.49
		Connect Fee Access & Usage	
30/06/2025	Direct Debit	National Australia Bank	40.00
		Fees Account 086724 508314385	
30/06/2025	Direct Debit	National Australia Bank	10.00
		Fees Account 086852 508314406	
5/06/2025	EFT	Salaries and Wages	68232.61
		Payroll	
19/06/2025	EFT	Salaries and Wages	58156.39
		Payroll	
13/06/2025	13062025.1	Action Sheds Australia Pty Ltd	6016.25
		Kiosk for Darkan Swimming Pool	
13/06/2025	13062025.2	Air Liquide	
		Cylinder hire fees	
13/06/2025	13062025.3	Ampac Debt Recovery (WA)	5133.88
		Rate Recovery Costs - A885, 635, 727, 985, 727, 986	
13/06/2025	13062025.4	Australia Post	461.53
		A4 copy paper, registered mail for lease agreements & monthly postage costs	
13/06/2025	13062025.5	Sharon Bell	165.65
		Reimbursement for seniors meals groceries	
13/06/2025	13062025.6	BGL Solutions Pty Ltd	15175.49
		Visit to oval, winter sport rye grass, conduct irrigation repairs & calibration	
13/06/2025	13062025.7	Blueforce	29074.92
		Install CCTV Cameras & licensing	
13/06/2025	13062025.8	Bookeasy Australia Pty Ltd	220.00
		Room Manager system - May 2025	
13/06/2025	13062025.9	Kerryn Chia	65.00
		Reimbursement of dry cleaning for clothes to go into museum	
13/06/2025	13062025.10	Collie Auto Tech	187.90
		DOT Inspection of Fuel trailer	
13/06/2025	13062025.11	Collie River Valley Medical Centre	291.50
		Pre placement medical	
13/06/2025	13062025.12	Darkan Agri Services	595.75
		Various items for maint./cleaning of shire buildings	
13/06/2025	13062025.13	Darkan Districts Sports Club Inc	19935.00
		Shire contribution to DDSC Lighting project	
13/06/2025	13062025.14	Darkan Primary School P&C	400.00
		Shire contribution to Community Christmas tree	
13/06/2025	13062025.15	David Wills and Associates	1518.00
		Electrical & Communications Design for Burrowes St West	

**Shire of West Arthur
Creditor Payments
June 2025**

Date	Reference	Creditor	Amount
13/06/2025	13062025.16	Dawson's Diesels	1296.44
		Hydraulic Hose & labour for 2014 Cat Grader, Isuzu Prime Mover	
		& Kubota Skid Steer	
13/06/2025	13062025.17	Dept Energy, Mines, Ind Reg & Safety	229.75
		BSL Levy for May 2025	
13/06/2025	13062025.18	Dept of Education	2448.56
		Kids Central historical expenses	
13/06/2025	13062025.19	Exurban Rural & Regional Planning	6260.98
		Town Planning Services - May 2025	
13/06/2025	13062025.20	Fleays Store	65.45
		Milk & Items for Office	
13/06/2025	13062025.21	Fuel Distributors of WA	19551.64
		Fuel for Depot, & Executive vehicles	
13/06/2025	13062025.22	Fulton Hogan	116965.73
		Bowelling Duranillin Road reseal & two coat	
13/06/2025	13062025.23	GCM Agencies Pty Ltd	237.60
		Fuel Cap & freight	
13/06/2025	13062025.24	Great Southern Fuel Supplies	76.68
		Fuel for Darkan Fire Truck for fires on 24/5	
13/06/2025	13062025.25	Hitachi Construction Machinery Pty Limited	424.62
		Loader 500hr Service	
13/06/2025	13062025.26	Landgate	31.60
		Certificate of Title for 43 Arthur St, Darkan	
13/06/2025	13062025.27	McIntosh & Son, Perth	88506.00
		Mulching Head Drum for Case Excavator	
13/06/2025	13062025.28	Mcleods Lawyers Pty Ltd	1153.05
		DDSC Lease & legality of Deed of Agreement with Knack Pty Ltd	
13/06/2025	13062025.29	McPest Pest Control	5280.00
		Inspection & treatment at Shire bridges & treatment of	
		ant invasion at Darkan Hall	
13/06/2025	13062025.30	Narrogin Ford	405.00
		AW01 Service	
13/06/2025	13062025.31	Narrogin Toyota	120.26
		Chainsaw repairs	
13/06/2025	13062025.32	Orbit Fitness	632.50
		Call out & service of gym equipment	
13/06/2025	13062025.33	Prompt Safety Solutions	2750.00
		Generic Traffic Management plans & Traffic Guidance Scheme 2526	
13/06/2025	13062025.34	Karen Prowse	350.00
		Reimbursement of Westcare Claim	
13/06/2025	13062025.35	Putland Motors	4957.67
		Parts & Repairs Shire Plant	
13/06/2025	13062025.36	Roofwest Roof Restorations	2994.50
		Replace tiles, high pressure clean - 10 Gibbs St	

**Shire of West Arthur
Creditor Payments
June 2025**

Date	Reference	Creditor	Amount
13/06/2025	13062025.37	Roslyn King (Cleaning Contractor)	8651.76
		May 2025 Cleaning contract	
13/06/2025	13062025.38	RW Engineering	138.89
		Labour & materials - Caravan Park toilet locks	
13/06/2025	13062025.39	Renee Schinzig	39.00
		Reimburse poster frames for old road board image	
13/06/2025	13062025.40	Shire of Narrogin	966.54
		Various items for maint./cleaning of shire buildings	
13/06/2025	13062025.41	SOS Office Equipment	228.53
		Photocopier billing May 2025	
13/06/2025	13062025.42	Sprys Meat Market	259.63
		Seniors meals - Meat	
13/06/2025	13062025.43	St Lukes Family Practice	4620.00
		Monthly Service & Travel fees	
13/06/2025	13062025.44	Total Containers	7128.00
		Sea container for 10 King Street, Darkan	
13/06/2025	13062025.45	WA Contract Ranger Services Pty Limited	1215.50
		Ranger services - May 2025	
13/06/2025	13062025.46	Warren Blackwood Waste	3069.38
		Recycling & Waste Collection - May 2025	
13/06/2025	13062025.47	West Arthur Community Resource Centre	1208.43
		Doctors hours - May 2025	
13/06/2025	13062025.48	Westrac Bunbury	654.18
		Parts & Repairs Shire Plant	
13/06/2025	13062025.49	Zone 50 Engineering Surveys Pty Limited	15140.40
		Spotting & barrier marking at Bowelling Duranittin Road,	
		WSFN Surveying Darkan Williams Road	
25/06/2025	25062025.1	Agnew & Machin P/L ATF The Agnew & Machin Trust	3960.00
		Land Surveying - Darkan Golf Club lease	
25/06/2025	25062025.2	Ausgold Exploration	141.74
		Rate refund	
25/06/2025	25062025.3	Sharon Bell	331.99
		Reimbursement for seniors meals groceries	
25/06/2025	25062025.4	Belvedere Homestead Nursery	1692.85
		Plants for landscaping Darkan Railway Reserve	
25/06/2025	25062025.5	Chamden Farming	1485.00
		CCTV Solar Stand Darkan Refuse	
25/06/2025	25062025.6	Curnow Campbell Partnership	13200.00
		Gravel extraction	
25/06/2025	25062025.7	Dept Energy, Mines, Ind Reg & Safety	56.65
		BSL Levy for May 2025 - extra as added to BPD late	
25/06/2025	25062025.8	Dormakaba	132.00
		Service of front sliding door at office	
25/06/2025	25062025.9	Fitonia Pty Ltd ATF Silverspring Trust	3951.42
		Mulch for Landscaping Darkan Railway Reserve	

**Shire of West Arthur
Creditor Payments
June 2025**

Date	Reference	Creditor	Amount
25/06/2025	25062025.10	Vin Fordham Lamont	44.00
		Reimbursement for CEO Home Internet	
25/06/2025	25062025.11	Fuel Distributors of WA	352.59
		Fuel for Depot, & Executive vehicles	
25/06/2025	25062025.12	Infinitum Technologies Pty Ltd	6546.98
		Monthly GOLD Service Agreement	
25/06/2025	25062025.13	Jason Signmakers	5279.12
		White Posts - Cordering North Project	
25/06/2025	25062025.14	JH Computer Services WA Pty Ltd	1650.00
		Replacement of library computer	
25/06/2025	25062025.15	Landgate	11136.26
		GRV Valuation Roll, UV Interim Roll	
25/06/2025	25062025.16	Mcleods Lawyers Pty Ltd	3412.20
		Development Application - Composting Facility	
25/06/2025	25062025.17	Narrogin Packaging	740.00
		Sprinklers - Football Oval	
25/06/2025	25062025.18	Pederick Engineering	3082.92
		Parts & Repairs	
25/06/2025	25062025.19	Sprys Meat Market	136.95
		Seniors meals - Meat	
25/06/2025	25062025.20	Sumware Consulting Ltd t/as Athanaeum Library Software	406.10
		Library Software subscription	
25/06/2025	25062025.21	The Great Awakening Café	330.00
		Council Meeting Catering	
25/06/2025	25062025.22	The Trustee for Chippy Chad and Co Unit Trust	14031.60
		Pour concrete Bowelling Duranillin Rd, Extra concrete culvert works	
30/06/2025	30062025.1	Air Response	1291.85
		18 Gibbs St remote not connecting, Reed Sleep Room Aircon leaking	
30/06/2025	30062025.2	AMPAC Debt Recovery (WA)	66.00
		Rate Recovery Costs - A2685	
30/06/2025	30062025.3	Sharon Bell	110.44
		Reimbursement of seniors meals groceries	
30/06/2025	30062025.4	Blueforce	117054.52
		Install CCTV Cameras & licensing	
30/06/2025	30062025.5	Burgess Rawson	475.23
		Water Use L7348-1 Shire of West Arthur West to Eastern Boundary	
30/06/2025	30062025.6	Sonya Butler	50.00
		Caravan Park Refund	
30/06/2025	30062025.7	Coalfields Wearparts	64.58
		Shank Scarifier 2017 John Deere	
30/06/2025	30062025.8	Darkan Earthmoving	12246.30
		Gravel rehabilitation Arthur River Dinninup Road	
30/06/2025	30062025.9	Fuel Distributors of WA	181.70
		Fuel for Depot, & Executive vehicles	

**Shire of West Arthur
Creditor Payments
June 2025**

Date	Reference	Creditor	Amount
30/06/2025	30062025.10	Fulton Hogan	95999.90
		Primer Seal at Cordering North Road	
30/06/2025	30062025.11	Cr Karen Harrington	2492.98
		4th Qtr 24/25 Councillor Claim	
30/06/2025	30062025.12	Phillip Harrington	1367.75
		Reimbursement of purchase of Mitre Saw for Mens Shed	
30/06/2025	30062025.13	Hersey's Safety Pty Ltd	8129.00
		Steel Flex guide possts with delineators	
30/06/2025	30062025.14	JLT Risk Solutions	4056.80
		Half yearly in arrears contributions for the Shire participation in the LGIS Regional Risk Coordinator program	
30/06/2025	30062025.15	John Parry Medical Centre	198.00
		Pre-employment medical	
30/06/2025	30062025.16	Landgate	47.18
		UV Interim Roll	
30/06/2025	30062025.17	Linemarking WA Pty Ltd	32395.00
		Boyup Brook Arthur Longitudinal Line Marking	
30/06/2025	30062025.18	Cr Robyn Lubcke	934.86
		4th Qtr 24/25 Councillor Claim	
30/06/2025	30062025.19	Moore Australia (WA) Pty Limited	2310.00
		Financial Reporting Workshop	
30/06/2025	30062025.20	Pres Neil Morrell	2916.89
		4th Qtr 24/25 Councillor Claim	
30/06/2025	30062025.21	Narrogin Ford	485.00
		AWO service	
30/06/2025	30062025.22	Ocean Edge Plumbing & Gas	1571.06
		Maintenance at 11 King St, & Railway Reserve public convenience	
30/06/2025	30062025.23	Pederick Engineering	7868.09
		Parts & Repairs	
30/06/2025	30062025.24	Cr Graeme Peirce	716.12
		4th Qtr 24/25 Councillor Claim	
30/06/2025	30062025.25	Cr Russell Prowse	582.79
		4th Qtr 24/25 Councillor Claim	
30/06/2025	30062025.26	RW Engineering	4.72
		Steel for CCTV signs at Caravan Park	
30/06/2025	30062025.27	Cr Duncan South	845.25
		4th Qtr 24/25 Councillor Claim	
30/06/2025	30062025.28	South West Isuzu	72160.00
		New Parks Truck	
30/06/2025	30062025.29	Sprys Meat Market	140.60
		Seniors meals - Meat	
30/06/2025	30062025.30	Stabilisation Technology Pty Ltd	19257.70
		Pavement investigation with engineering Darkan Williams Rd	
30/06/2025	30062025.31	Team Global Express	87.15
		Freight for Lake water samples & SOS Office freight	

**Shire of West Arthur
Creditor Payments
June 2025**

Date	Reference	Creditor	Amount
30/06/2025	30062025.32	WA Contract Ranger Service Pty Limited	2898.50
		Ranger Services - June 2025	
30/06/2025	30062025.33	Westrac Bunbury	18062.72
		Parts & Repairs	
30/06/2025	30062025.34	Wurth Australia Pty Ltd	107.15
		Dry Lubricant Spray	
30/06/2025	30062025.35	Jeff Young	50.00
		Reimbursement for fuel - collecting plants from Perth	
30/06/2025	30062025.36	Zone 50 Engineering Surveys Pty Limited	5770.60
		Repairs to Bowelling Duranillin Road	
		& Concept Design Plan Main Road Truck Car Park	
		VOUCHERS	
		MUNICIPAL FUND	
		BPAY	22538.50
		DIRECT DEBIT	65610.37
		EFT	126389.00
		13062025.1-13062025.49	377299.14
		25062025.1-25062025.22	72100.37
		30062025.1-30062025.36	412996.43
		LICENSING JUNE 2025 TRANSFERS	4594.35
		TOTAL	1081528.16

12.2 2025-2026 SCHEDULE OF FEES AND CHARGES AMENDMENT - DAP

Location:	N/A
Applicant:	N/A
Author:	Rajinder S Sunner, Manager Corporate Services
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	18/07/2025
Disclosure of Interest:	Nil
Attachments:	1. SoWA Fees and Charges 2025-2026 V11 2. DAP Schedule 1 - Application Fees 010725

SUMMARY:

Council is requested to consider immediately amending the new fees and charges schedule for 2025-2026.

BACKGROUND:

The Department of Planning, Lands and Heritage (DPLH) recently advised all local authorities that new Development Assessment Panel (DAP) application fees will apply from 1 July 2025.

COMMENT:

The Shire adopted the 2025-2026 schedule of fees and charges at the ordinary council meeting held on 26 June 2025, effective from 1 July 2025.

We now require the update of the 2025-2026 schedule of fees and charges to comply with DPLH's DAP application fees:

Planning and Development (Development Assessment Panels) Regulations 2011

Schedule 1 — Fees for Applications
(Regulation 10, 17)

Application Cost of Development	Application Fee
1. A DAP application where the estimated cost of the development is (Form 1: New Application) -	
(a) less than \$2 million	\$5,475
(b) not less than \$2 million and less than \$7 million	\$6,322
(c) not less than \$7 million and less than \$10 million	\$9,760
(d) not less than \$10 million and less than \$12.5 million	\$10,620
(e) not less than \$12.5 million and less than \$15 million	\$10,922
(f) not less than \$15 million and less than \$17.5 million	\$11,226
(g) not less than \$17.5 million and less than \$20 million	\$11,530
(h) not less than \$20 million and less than \$50 million	\$11,833
(i) Not less than \$50 million	\$17,097
2. An application under regulation 17 (Form 2: Amendment)	\$271

Note:

The estimated cost of development is calculated *exclusive* of GST. The application fee is effective from 1 July 2025.

Example: If an application is received with a cost of development, exclusive of GST, valued at \$10 million, the associated fee of Item 1(d). The application does not fall into the lower threshold of Item 1(b) as the estimated cost is not 'less than \$10 million'.

CONSULTATION:

Chief Executive Officer

STATUTORY ENVIRONMENT:

Local Government Act 1995

s6.16 A local government may impose and recover a fee or charge for any goods or services it provides.

s6.19 Adopted fees are to be advertised.

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Adopting fees enables the Council to charge appropriate fees each financial year.

Revenue raised from fees set by the Council will contribute to its ability to provide services and facilities for the 2025-2026 financial year and into the future.

STRATEGIC IMPLICATIONS:

There is no strategic reference applicable to this report in Council's Strategic Community Plan.

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management

- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Inability to charge fees
Risk Likelihood (based on history and with existing controls)	Rare (1)
Risk Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (2)
Principal Risk Theme	Business disruption
Risk Action Plan (Controls or Treatment Proposed)	Amend the adopted 2025-2026 Schedule of Charges to reflect new DAP application fees.

VOTING REQUIREMENTS:

Absolute Majority

OFFICER RECOMMENDATION:

That Council:

1. Amend the following fees for 2025-2026, effective immediately.

Application Cost of Development	Application Fee
1. A DAP application where the estimated cost of the development is (Form 1: New Application) -	
(a) less than \$2 million	\$5,475
(b) not less than \$2 million and less than \$7 million	\$6,322
(c) not less than \$7 million and less than \$10 million	\$9,760
(d) not less than \$10 million and less than \$12.5 million	\$10,620
(e) not less than \$12.5 million and less than \$15 million	\$10,922
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(g) not less than \$17.5 million and less than \$20 million	\$11,530
(h) not less than \$20 million and less than \$50 million	\$11,833
(i) Not less than \$50 million	\$17,097
2. An application under regulation 17 (Form 2: Amendment)	\$271

Schedule of Fees and Charges 2025-2026

Shire of West Arthur
PO Box 112
31 Burrowes Street
Darkan WA 6392
T: (08) 9736 2400
E: shire@westarthur.wa.gov.au



Effective: 1 July 2025				Amended: 24 July 2025		Adopted OCM: 26 June 2025	
COA/TF#	ITEM	Statutory Fees	Details	2024/25	2025/26	Incl GST	
Statutory fees and charges cannot be modified by Council but may be subject to change							
GENERAL PURPOSE FUNDING							
	<u>Rates</u>						
I031714	Administration Fee - Rates Instalments per instalment (Per Notice, <i>Excluding first Notice</i>)	LG Act 1995 S6.45	Per Instalment	7.00	7.25	N	
I031732	Rate Enquiry/Order and Requisition Fee Per Request	LG Act 1995 S6.16	Per Request	0.00		Y	
I031732	Combined Statement/Confirmation	LG Act 1995 S6.16	Per Request	135.00	135.00	Y	
I033020	Credit Card Surcharge for Payment of Rates, ESL or Rubbish charge			0.75%	0.75%	Y	
	Penalty Interest			7%	7%	N	
	Instalment Interest			3%	3%	N	
GOVERNANCE							
	<u>Photocopying</u>						
I043003	Photocopy (Black and White) A4	LG Act 1995 S6.16	Per Copy	0.75	0.80	Y	
	Photocopy (Colour) A4		Per Copy	1.20	1.25	Y	
	Photocopy (Black and White) A3		Per Copy	1.20	1.25	Y	
	Photocopy (Colour) A3		Per Copy	2.00	2.10	Y	
	(Copy of Shire documents only. General Photocopying Service Available at CRC)						
	Postage						
	Printing, Binding, Postage of Council Reports as per request (Agenda, Minutes, Annual Report, Strategic Documents)		Per Document	27.50	30.00	Y	
	<u>Freedom of Information</u>						
	Fees are Prescribed in the Freedom of Information Act Regulations 1993						
	Application Fees Non Personal - Per enquiry		Per Enquiry	30.00	30.00	N	
	Application Fees Personal - Per enquiry						
	Charge for Time Dealing with the Application		Per Hour	30.00	30.00	N	
	Access Time Supervised by Staff		Per Hour	30.00	30.00	N	
	Photocopying Staff Time		Per Hour	30.00	30.00	N	
	Per Photocopy - A4		Per Copy	0.20	0.25	N	
	Transcribing from Tape, Film or Computer		Per Hour	30.00	31.00	N	
	Duplicating a Tape, Film or Computer Information		Actual Cost	At Cost	At Cost		
	Delivery, Packaging and Postage		Actual Cost	At Cost	At Cost		
LAW, ORDER AND PUBLIC SAFETY							
I051115	Fire Maps	LG Act 1995 S6.16	Per Map	25.00	25.00	Y	
	<u>Dog Registration - Per Dog</u>		1 Nov -31 Oct				
	*** Registration fees are Prescribed in the Dog Act Regulations 1976						
	^^ Registrations after 31 May are only 50% of the fees below						
	** Concession of 50% available to eligible PENSIONERS						
	*** Concession of 75% available for WORKING DOGS						

Effective: 1 July 2025				Adopted OCM: 26 June 2025		
Amended: 24 July 2025						
COA/TF#	ITEM	Statutory Fees	Details	2024/25	2025/26	Incl GST
Statutory fees and charges cannot be modified by Council but may be subject to change						



Schedule of Fees and Charges 2025-2026

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COA/TR	ITEM	Statutory Fees	Details	2024/25	2025/26	Ind GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
1052120	Sterilised dog for 1 year	Dog Regs 2013 R17	Per Dog	20.00	20.00	N
	Sterilised dog for 3 years		Per Dog	42.50	42.50	N
	Sterilised dog for Lifetime		Per Dog	100.00	100.00	N
	Unsterilised dog for 1 year		Per Dog	50.00	50.00	N
	Unsterilised dog for 3 years		Per Dog	120.00	120.00	N
	Unsterilised dog for Lifetime		Per Dog	250.00	250.00	N
	Cat Registration - Per Cat					
	**Registration fees are prescribed in the Cat Act Regulations 2012					
	** Registrations after 31 May are only 50% of the fees below					
	** Concession of 50% available to eligible PENSIONERS					
1052130	Sterilised cat for 1 year	Cat Regs 2012 Sch 3	Per Cat	20.00	20.00	N
	Sterilised cat for 3 years		Per Cat	42.50	42.50	N
	Sterilised cat for Lifetime		Per Cat	100.00	100.00	N
	Approval to Breed cats - 1 year		Per Breeding	100.00	100.00	N
	Fines and Penalties - Per animal					
	** Fines are as Prescribed in Dog Act 1976, and Cat Act 2011					
1052110	Seizure and Impounding of a Dog/Cat		Per Animal	75.00	75.00	N
	Daily Sustenance		Per Animal/Per day	30.00	30.00	Y
	Destruction of Dog/Cat		Per Animal	100.00	100.00	N
	Miscellaneous					
	Kennel License	Dog Regs 2013 R17	Per annum	200.00	200.00	N
	Kennel Inspection Fees		Per annum	100.00	100.00	Y
	Microchipping - Dog/Animal		Per Animal	65.00	65.00	Y
	Microchipping - Cat/Animal		Per Animal	65.00	65.00	Y
	Bond - Animal Trap			65.00	65.00	N
	Trap Hire Fee	First 7 days free then daily rate apply		1.35	1.35	Y
	Replacement Tags			5.00	5.00	Y
	Fines Enforcement (Applicable to all infringement) - Fines, Penalties and Infringement Notices Enforcement Regulations 1994					
1051125	Issuing Final Demand	Fine Regs Schd 2		26.90	27.60	N
	Preparing Enforcement Certificate			22.90	23.50	N
	Registration of Infringement Notice			86.00	88.50	N
	Fire Control					
1051125	Firebreaks - Cost Recovery	BFA 1954 s33(5)		at cost	at cost	N
	Infringements			at cost	at cost	N



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COA/TR	ITEM	Statutory Fees	Details	2024/25	2025/26	Ind GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
	Impounding Vehicles					
051125	Impound Fees			135.00	140.00	N
	Impound Fee Per Day			20.00	21.00	N
	Towing Expense as Per Service			at cost	at cost	N
EDUCATION AND WELFARE						
	Kids Central Membership					
064010	Kids Central Yearly Family Membership (Pro-rata below 6 months)	LG ACT 1995 56.16	Per Membership	40.00	40.00	Y
	Electric Swipe Key (Authorised for Kids Central)		Per Key	22.00	22.00	Y
	Meal Services					
061011	Main Meal	LG ACT 1995 56.16	Per Meal	8.00	8.50	N
	Dessert		Per Dessert	3.50	4.00	N
HEALTH						
	Wastewater Treatment System					
071115	Apparatus for the Treatment of Sewage (e.g. septic tank) Application	R4 TS		118.00	118.00	N
	Permit to use Apparatus for the Treatment of Sewage (e.g. septic tank)	R4 TS		118.00	118.00	N
	Health Department of WA application fee to Construct or Install Apparatus for the Treatment of Sewage, Chief Health Officer approval is required (With Local government report - not a LG Fee)	R4A		93.00	93.00	N
	Food Business	Refer to Health Department Scale of Fees				
	New Food Business Notification - Charitable			N/A		N
	New Food Business Notification/Registration Form			110.00	115.00	N
	Food Business Surveillance/Inspection Fee					
	Very Low risk or Charitable			N/A		
	Low risk - At least 1 Inspection Annually			110.00	115.00	N
	Medium risk - At least 2 Inspection Annually			195.00	200.00	N
	High risk - At least 3 Inspection Annually			295.00	300.00	N
	Low Risk - Inspection Fee			29.00	30.00	N
	Medium Risk - Inspection Fee			78.00	80.00	N
	High Risk - Inspection Fee			142.00	145.00	N
	Temporary Food Stall/Vendor Permits					
	Annual Temporary Food Vendor/Stallholder			N/A	N/A	N
	Temporary Food Vendor/Stallholder per day			N/A	N/A	N
	Temporary Food Vendor/Stallholder Charitable			N/A	N/A	N



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COA/TR	ITEM	Statutory Fees	Details	2024/25	2025/26	Inc GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
	Public Building					
	Public Building Fee - Licence premises (Commercial) Annually	s6.16 LGA	2 Inspections Per Year	140.00	140.00	N
	Public Building Fee - Non Licence premises (Commercial) Annually	s6.16 LGA	1 Inspections Per Year	70.00	70.00	N
	Public Building Fee - (Not for profit)	s6.16 LGA		NIL		
	HOUSING					
	Community Housing	LG Act 1995 S6.16				
I091110	Unit 1/10 Hillman Street		Per Week	130.00	135.00	N
	Unit 3/12 Hillman Street		Per Week	145.00	150.00	N
	Unit 4/12 Hillman Street		Per Week	130.00	135.00	N
	25 Nangip Crescent		Per Week	150.00	155.00	N
	18 Gibbs Street		Per Week	150.00	155.00	N
	Shire Houses by Non-Staff	LG Act 1995 S6.16				
I091111	52 Hillman Street - Used by Shire Staff		Per Week	200.00	0.00	N
	10 Gibbs Street - Staff House Under Renovation		Per Week	200.00	0.00	N
	31 Arthur Street - Used by Shire Staff		Per Week	163.00	0.00	N
	7 Hillman Street - Pool Manager (Available for use by the Pool Contractor for the term of the Agreement)		Per Week	137.00	0.00	N
	8 Hillman Street - Used by Shire Staff		Per Week	175.00	0.00	N
	GROH Housing	LG Act 1995 S6.16				
	11 King Street -	GROH Lease	Per Week	590.00	590.00	N
	Unit 2/10 Hillman Street	GROH Lease	Per Week	320.00	320.00	N
	COMMUNITY AMENITIES					
I102160	Asbestos Disposal - (Include Cost of Staff Time and Equipment per Hour)	LG Act 1995 S6.16	Per Cubic Meter	100.00	105.00	Y
	Free access for rate payers and residents who deliver capacities less than 1m3 to the refuse site, subject to proof of ratepayer or residential status in the Shire of West Arthur with proof being demonstrated via an acceptable process such as, Shire of West Arthur registration plates, rate notice or driver's licence.					
	* NOTE: Quantities are per cubic metre or part thereof					
	Commercial Waste per cubic metre (Greater than 1m3)	LG Act 1995 S6.16	Per Cubic Meter	16.50	17.50	Y
	Replacement of a new key or FOB for rubbish Tips	LG Act 1995 S6.16	Per key or FOB	35.00	35.00	Y
	Rubbish Bins	LG Act 1995 S6.16				
I101110	Rubbish Collection	Per Service - Refuse and Recycle		305.00	355.00	N
	NEW Replacement Bins - Recycle		240L	120.00	125.00	Y
	NEW Replacement Bins - Waste		240L	120.00	125.00	Y
	Bin Parts - New Wheels		Each	50.00	55.00	Y
	Bin Parts - New Lid		Each	50.00	55.00	Y



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COA/Ts	ITEM	Statutory Fees	Details	2024/25	2025/26	Ind GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
	Cemetery Fees	LG Act 1995 56.16				
1107140	Interment (up to 1.8m deep) - Weekdays			610.00		Y
	Interment (up to 1.8m deep) - Weekend/Public Holidays			765.00		Y
	Interment (up to 2.4m deep) - Weekdays			1,220.00		Y
	Interment (up to 2.4m deep) - Weekend/Public Holidays			1,530.00		Y
	Reopening of Existing Grave (Companion Plot)			610.00	1,256.00	Y
	Grave Exhumation - Fees plus Contractors used at Cost			610.00	1,256.00	Y
	Interment (up to 2.1m deep) - Machine				1,000.00	Y
	Interment (up to 2.1m deep) - By Hand				1,500.00	Y
	Additional depth 0.3M				360.00	Y
	Reservations (Gravesite and Niche Wall)					
	Grant of Right - 25 Years		per person	80.00	85.00	N
	Grant of Right - Renewals		per person	46.00	48.00	N
	Grant of Right - Transfer		per person	46.00	48.00	N
	Monumental Work					
	Permission to Erect a Headstone - Monument or Name Plate			60.00	62.00	N
	Removal and Replacement of Headstones, Kerbing or Monuments			at cost	at cost	Y
	Niche Wall					
	Interment of Ashes in Niche Wall - Single			68.00	70.00	Y
	Interment of Ashes in Niche Wall - Double			135.00	140.00	Y
	Niche Wall - Re-Open			68.00	70.00	Y
	Administration Fee - Niche Wall Plaque			75.00	78.00	Y
	Niche Wall Plaque - At Cost from Supplier			at cost	at cost	Y
	License					
	Funeral Directors - Annual License Fee				220.00	Y
	Single Funeral permit				110.00	Y
	Monumental Mason - Annual License				220.00	Y
	Single Monumental mason Permit				90.00	Y
	Miscellaneous					
	Interment of Ashes in a Grave				250.00	Y
	Town Planning					
	** Fees are Prescribed in the Planning and Development Act Regulations 2009					
1106390	Town Planning Scheme					
	Application for Town Planning Scheme Amendments, Local Structure Plans and Development Plans			At Cost - estimate to be provided.	At Cost - estimate to be provided.	N



Schedule of Fees and Charges 2025-2026

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Effective: 1 July 2025		Amended: 24 July 2025		Adopted OCM: 26 June 2025		
COA/Tr	ITEM	Statutory Fees	Details	2024/25	2025/26	Incl GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
	Development Applications					
	a) No more than \$50,000			147.00	147.00	N
	b) More than \$50,000 but no more than \$500,000		0.32% of estimated development cost	as per schedule	as per schedule	N
	c) More than \$500,000 but no more than \$2.5m		\$1,700 PLUS 0.257% for every \$1 in excess of \$500,000	as per schedule	as per schedule	N
	d) More than \$2.5m but no more than \$5.0m		\$7,161 PLUS 0.206 % for every \$1 in excess of \$2.5m	as per schedule	as per schedule	N
	e) More than \$5.0m but no more than \$21.5m		\$12,633 PLUS 0.123 % for every \$1 in excess of \$5.0m	as per schedule	as per schedule	N
	f) More than \$21.5m			34,196.00	34,196.00	N
	** If the development has commenced or been carried out, an additional amount, by way of penalty, that is twice the amount of the maximum fee payable for determination of the application under items (a) (b) (c) (d) (e) or (f) above is payable. **					
	Determining an application to amend or cancel development approval.			295.00	295.00	N
	Providing a subdivision clearance for not more than 5 lots.			73.00 per Lot	73.00 per Lot	N
	Providing a subdivision clearance for more than 5 lots but not more than 195 lots.			73.00 per lot for the first 5 lots and then \$35 per lot.	73.00 per lot for the first 5 lots and then \$35 per lot.	N
	Providing a subdivision clearance for not more than 195 lots.			73.00 per lot for the first 5 lots and then \$35 per lot.	73.00 per lot for the first 5 lots and then \$35 per lot.	N
	Providing a subdivision clearance for not more than 195 lots.			7,393.00	7,393.00	N
	Public advertising of development applications, scheme amendments, Structure Plans, Activity Centre Plans or Development Plans.			At cost	At cost	N
	Extractive Industry - Development Applications					
	# Not Commenced - Determining a development application for an extractive industry where the development has not commenced or been carried out.		as per regs	739.00	739.00	N
	# Commenced - Determining a development application for an extractive industry where the development has not commenced or been carried out.		as per regs	2,217.00	2,217.00	N
	Extractive Industry License					
	Initial Application		per year	550.00	550.00	N
	Renewal Application - less than 5 Hectares		per year	550.00	550.00	N
	Renewal Application - More than 5 Hectares		per year	750.00	750.00	N
	**This refers to the area under the extractive industry licence and not the planning consent, which may cover a greater area. **					
	Bond (Sand)		Per hectare	TBA	TBA	N
	Bond (Stone or Gravel)		Per hectare	TBA	TBA	N
	Road Contribution			TBA	TBA	N
	Transfer of license fee - per application			300.00	300.00	N



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Statutory fees and charges cannot be modified by Council but may be subject to change						
L01280	DAP - Fees of Applications					
	** Planning and Development (Development Assessment Panels) Regulations 2011 (Paid direct to DAP)					
	1. A DAP application where the estimated cost of the development is (FORM 1: New Application):					
	(a) less than \$2 million	Sch 1 r.10,17 PDR	Each	5,341	5,475	N
	(b) not less than \$2 million and less than \$7 million	Sch 1 r.10,17 PDR	Each	6,168	6,322	N
	(c) not less than \$7 million and less than \$10 million	Sch 1 r.10,17 PDR	Each	9,522	9,760	N
	(d) not less than \$10 million and less than \$12.5 million	Sch 1 r.10,17 PDR	Each	10,361	10,620	N
	(e) not less than \$12.5 million and less than \$15 million	Sch 1 r.10,17 PDR	Each	10,656	10,922	N
	(f) not less than \$15 million and less than \$17.5 million	Sch 1 r.10,17 PDR	Each	10,952	11,226	N
	(g) not less than \$17.5 million and less than \$20 million	Sch 1 r.10,17 PDR	Each	11,249	11,530	N
	(h) not less than \$20 million and less than \$50 million	Sch 1 r.10,17 PDR	Each	11,544	11,833	N
	(i) not less than \$50 million or more	Sch 1 r.10,17 PDR	Each	16,680	17,097	N
	2. An Application under regulation 17 (Form 2: Amendment)			264	271	N
	<i>Note: The estimated cost of development is calculated exclusive of GST.</i>					
	<i>Example: If an application is received with a cost of development, exclusive of GST, valued at \$10 million, the associated fee is item 1(c). The application does not fall into lower threshold of item 1(b) as the estimated cost is not 'less than \$10 million'.</i>					
	Application for Home Occupation					
	Home Occupation License - Initial Applications			222.00	222.00	N
	** If home occupation has commenced an additional amount of twice the fee by way of penalty is payable. **					
	Home Occupation License - Renewal Fee			73.00	73.00	N
	** If application for renewal of home occupation license is made after the approval has expired, an additional amount of twice the renewal fee by way of penalty is payable. **					
	Application for change of use or for an alteration or extension or change of a non-conforming use to which a development application does not apply:-					
	Application Fee			295.00	295.00	N
	** If alteration, extension or change has commenced an additional amount of twice the fee by way of penalty is payable. **					
	Issue of Zoning Certificate			73.00	73.00	N
	Reply to a Property Settlement questionnaire			73.00	73.00	N
	Issue of Written Planning Advice			73.00	73.00	N
	** Development Application Fees do not Apply for Not for Profit Community Groups. **					
	** All other Planning Fees - Maximum fees allowed by Department of Planning. **					



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COA/Tr	ITEM	Statutory Fees	Details	2024/25	2025/26	Incl GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
RECREATION AND CULTURE						
111110	Darkan Town Hall	LG Act 1995 S6.16				
	Hire of Main Hall and Kitchen		Full Day Hire	130.00	135.00	Y
	Hire of Main Hall and Kitchen		Half Day Hire	85.00	90.00	Y
	Hire of Kitchen Only		Full Day Hire	90.00	95.00	Y
	Hire of Kitchen Only		Half Day Hire	60.00	65.00	Y
	Hire of Main Hall Only		Full Day Hire	60.00	65.00	Y
	Hire of Main Hall Only		Half Day Hire	30.00	35.00	Y
	Hire of Pioneer Hall and Kitchen		Full Day Hire	100.00	105.00	Y
	Hire of Pioneer Hall and Kitchen		Half Day Hire	50.00	55.00	Y
	Hire of Pioneer Hall Only		Full Day Hire	40.00	45.00	Y
	Hire of Pioneer Hall Only		Half Day Hire	20.00	25.00	Y
	Community Activities		Per Hire	30.00	35.00	Y
	Bond for Main Hall and Kitchen		Per Hire	200.00	200.00	N
	Bond for Main Hall ONLY		Per Hire	100.00	100.00	N
	Bond for Kitchen ONLY		Per Hire	100.00	100.00	N
	** Local Community Groups and Not for Profit Groups have free use of Darkan Town Hall, but pay a bond of \$100.00.					
	** Hire of Chairs (only the old orange style hall chairs). **					
	Hire of Tables - Darkan Town Hall		Per Item	10.00	11.00	Y
	Hire of Chairs - Darkan Town Hall		Per Item	2.00	2.20	Y
	Set up fees		Per Hour	55.00	60.00	Y
	Cleaning Fees (Failure to Clean and Tidy Venue and Equipment)		Per Hour	55.00	60.00	Y
111110	Arthur River Hall	LG Act 1995 S6.16				
	Hire of Hall		Per Hire	125.00	130.00	Y
	** Local Community Groups and Not for Profit Groups have free use of Arthur River Hall, but pay a bond of \$100.00.					
112110	Darkan Swimming Pool					
	Single Membership		Per Season	90.00	120.00	Y
	Family Membership (2 Adults plus 2 Children, or 1 Adult + 3 Children)		Per Season	140.00	200.00	Y
	Children (4-16 years)/Pensioner/Concession		Per Season	30.00	50.00	Y
	Individual Adult		Per Visit	4.50	5.00	Y
	Spectators Adult		Per Visit		1.00	Y
	Children (4-16 years)/Pensioner/Concession		Per Visit	3.50	4.00	Y
	Group Course fees		Per Person	20.00		N
	Individual Course fees		Per Person	55.00		N
	Baby Swim Classes - Pool Member		Per Lesson	10.00		N
	Baby Swim Classes - Non-Pool Member		per Lesson	13.00		N
	Swipe Key (Authorised for Darkan Swimming Pool)		Per Key	35.00		Y
	Swim Coaching		Per Lesson	at cost		N
	Swim Club - Pool Member		Per Lesson	8.00		Y
	Swim Club - Non-Pool Member		Per Lesson	10.00		Y



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COA/TW	ITEM	Statutory Fees	Details	2024/25	2025/26	Incl GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
113140	Community Gym Membership					
	Casual Daily Pass		Per Person		10.00	Y
	Gym Fees - 1 Month Adult		Per Person		25.00	Y
	Gym Fees - 12 Months Adult		Per Person	90.00	120.00	Y
	Gym Fees - 6 Months Adult		Per Person	50.00	75.00	Y
	Gym Fees - 12 Months Student/Concession		Per Person	45.00	75.00	Y
	Gym Fees - 6 Months Student/Concession		Per Person	25.00	40.00	Y
	Family - (1 Adult plus 1 kid over 18 years OR 2 Adults) 12 Months		2 Persons	150.00	200.00	Y
	Family - (1 Adult plus 1 kid over 18 years OR 2 Adults) 6 Months		2 Persons	80.00	100.00	Y
	FOB Key for Gym	LG Act 1995 S6.16	Per FOB	35.00	35.00	Y
	** No children under the age of 18 years are permitted to use Gym Equipment. **					
	All NEW gym members are required to undertake a gym induction prior to first use of Gym.					
116110	History Books					
	Hard Cover			30.00	30.00	Y
	Paper Back			22.00	22.00	Y
	Postage			at cost	at cost	
1147120	The Shed					
	Membership - Yearly (Pro-rata below 6 months)		Per Person	60.00	62.00	Y
	Membership - Pensioner/Seniors Concession		Per Person	40.00	42.00	Y
	Locker Hire			10.00	11.00	Y
	Hourly Rate		Per Hour	30.00	35.00	Y
	Social Membership		Per Person	5.00	5.00	Y
ECONOMIC SERVICES						
	Scheme Standpipe Water					
1134130	Community Standpipe Water	LG Act S6.16	Per Kilolitre	3.50	3.50	N
	Commercial Standpipe Water	LG Act S6.16	Per Kilolitre	12.50	12.50	N
	Minimum Fees		Per Month		10.00	N
	Deposit Growden Place Standpipe Key (Held in Shire Account)			25.00	25.00	N
	Duranillin Water Supply (Not available after October 2024)					
1136110	Annual Service Charge		Per Annum	120.00		N
	Water Usage (First 100kl)		Per Kilolitre	3.50		N
	Water Usage (Next 300kl)		Per Kilolitre	5.00		N
	Water Usage (Above 400kl)		Per Kilolitre	8.00		N
	Building Control					
	** Fees are prescribed in the Building Act regulations 2012 - Schedule 2. **					



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Statutory fees and charges cannot be modified by Council but may be subject to change						
13.33110	Application for Building Permits and Demolition Permits					
	Certified Application for a building permit (Section 16(1))					
	a) For Building work for a Class 1 or Class 10 Building or Incidental structure	0.19% of the estimated value of the building work Minimum Fee \$110.00	as per schedule	as per schedule	N	
	b) For Building work for a Class 2 to Class 9 Building or Incidental structure	0.09% of the estimated value of the building work Minimum Fee \$110.00	as per schedule	as per schedule	N	
	Uncertified Application for a Building Permit for a Class 1A Only or Class 10 Building or Incidental structure	0.32% of the estimated value of the building work Minimum Fee \$110.00	as per schedule	as per schedule	N	
	Application for a Demolition Permit					
	a) For Building work for a Class 1 or Class 10 Building or Incidental structure			110.00	110.00	N
	b) For Building work for a Class 2 to Class 9 Building or Incidental structure	Per Storey of the Building		110.00	110.00	N
	Application to extend the time during which a Building or Demolition Permit has effect (section 32 (3) (F))			110.00	110.00	N
	Application for an Occupancy Permit for a Completed Building (section 46)			110.00	110.00	N
	Application for a Temporary Occupancy Permit for an Incompleted Building (section 47)			110.00	110.00	N
	Application for Modification of an Occupancy Permit for additional use of a Building on a Temporary basis (section 48)			110.00	110.00	N
	Application for Replacement Occupancy Permit for Permanent change of the Building use or Classification (section 49)			110.00	110.00	N
	Application for an Occupancy Permit for a Building in respect of which Unauthorised work has been done (section 51 (2))	0.18% of the estimated value of the building work, but not less than \$110.00	as per schedule	as per schedule	N	
	Application for a Building Approval Certificate for a Building in respect of which Unauthorised work has been done (section 51 (3))	0.38% of the estimated value of the building work, but not less than \$110.00	as per schedule	as per schedule	N	
	Application to Replace Occupancy Permit for existing Building (section 52 (1))			110.00	110.00	N
	Application for a Building Approval Certificate for an existing Building where Unauthorised work has not been done (section 52 (2))			110.00	110.00	N
	Application to Extend the time during which an Occupancy Permit or Building Approval Certificate has effect (section 65 (3) (a))			110.00	110.00	N
	Application as Defined in Regulation 31 (For each building standard in respect of which a declaration is sought)			2160.15	2160.15	N
	Application for approval of Battery powered smoke alarm as per Building Regulation 2012 - Reg 61			179.40	179.40	N



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COA/Tr	ITEM	Statutory Fees	Details	2024/25	2025/26	Ind GST
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	Construction Training Fund Levy					
L01262	CTF Levy		0.2% of the estimated value of Construction if over \$20,000 (includes \$8.25 commission to be retained by SOWA)	as per schedule	as per schedule	N
I133130	CTF Commission			8.25	8.25	Y
	Building Service Levy					
L01265	BSL - Levy on Building or Demolition Permit		0.137% of the value of the Construction with minimum fee of \$61.65 (includes \$5.00 commission to be retained by SOWA)	as per schedule	as per schedule	N
I133120	BSL - Commission			5.00	5.00	N
L01265	Occupancy Permit or Building Approval Certificate for Approved Building work under sections 47, 49, 50 or 52 of the Building Act			61.65	61.65	N
L01265	Occupancy Permit or Building Approval Certificate for Unauthorised Building work under section 51 of the Building Act		0.274% of the value of the Construction with minimum fee of \$123.00 (includes \$5.00 commission to be retained by SOWA)	as per schedule	as per schedule	N
	Darkan Caravan Park					
I132040	Powered Site (2 persons)		Per Night	25.00	27.00	Y
	Powered Site Extra Person		Per Night	7.00	7.50	Y
	Un-Powered Site (2 persons)		Per Night	20.00	22.00	Y
	Un-Powered Site Extra Person		Per Night	5.00	5.50	Y
	Casual Shower - Daily per person		Per Day	7.00	7.50	Y
	Powered Site (2 persons) - Weekly		Per Week	150.00	162.00	Y
	Powered Site Extra Person - Weekly		Per Week	42.00	45.00	Y
	Un-Powered Site (2 persons) - Weekly		Per Week	120.00	132.00	Y
	Un-Powered Site Extra Person - Weekly		Per Week	30.00	33.00	Y
	Chalet (2 Persons) Staying one Night Only		Per Night	170.00	175.00	Y
	Chalet (2 Persons) two or more nights		Per Night	140.00	145.00	Y
	Chalet (2 Persons) - Weekly		Per Week	840.00	870.00	Y
	Chalet Extra person per night		Per Night	20.00	22.00	Y
	Chalet Extra person - Weekly		Per Week	120.00	132.00	Y
	Washing Machine		Per Cycle	4.00	5.00	Y
	Dryer		Per Cycle	2.00	3.00	Y
	Nissen Hut		Per Night	70.00	75.00	Y
	Cancellation Fees (Refund Required) - Refund will be net of merchant fees.					
	7 days Notice					
	Administration Fee			27.50	27.50	Y
	Less than 48 Hours Prior to check in					
	Administration Fee			27.50	27.50	Y
	Plus: One Night Booking fee			at cost	at cost	Y



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OTHER PROPERTY AND SERVICES						
	Private Works					
	** Deposit of 50% to be paid prior to commencement of works. Hire time commences from mobilisation of plant item. Penalty rates will apply for Weekends and Public Holidays. **					
141110	Graders		Per Hour	250.00	260.00	Y
	Prime Mover only or Six Wheeler		Per Hour	185.00	190.00	Y
	Prime Mover with One Trailer		Per Hour	250.00	260.00	Y
	Truck - 5 Tonne		Per Hour	165.00	170.00	Y
	Truck - 10 Tonne		Per Hour	185.00	190.00	Y
	ICB Backhoe		Per Hour	190.00	200.00	Y
	Dozer		Per Hour	275.00	285.00	Y
	Loader		Per Hour	250.00	260.00	Y
	Rollers		Per Hour	190.00	195.00	Y
	Tractor		Per Hour	109.00	115.00	Y
	Tractor with Implement		Per Hour	140.00	145.00	Y
	Bobcat		Per Hour	140.00	145.00	Y
	Squirrel (One operator included)		Per Hour	109.00	115.00	Y
	Road Broom (Ute and one operator included)		Per Hour	145.00	150.00	Y
	Tree Saw (Includes loader and one operator)		Per Hour	290.00	300.00	Y
	** All plant items above include operator. **					
	Labour (Labourer/operator)		Per Hour	75.00	80.00	Y
	Works Manager		Per Hour	135.00	140.00	Y
	Labour (time & 1/2)		Per Hour	112.50	120.00	Y
	Labour (Double time)		Per Hour	150.00	155.00	Y
	Ute		Per km	1.25	1.50	Y
	Compactor		Per Day	75.00	80.00	Y
	** Gravel or sand supplied to ratepayers will be at cost plus plant and labour. Cartage to be charged at private works cost. **			at cost plus		
	Second Hand Grader Blades (or sold with scrap metal)			5.50	6.00	Y
	Staff Housing	charge)				
	15 Nangip Crescent		Per Week	as per Contract		N
	52 Hillman Street		Per Week	93.50	104.00	N
	10 Gibbs Street - Under Renovation		Per Week	93.50	104.00	N
	22 Hillman Street		Per Week	as per Contract	as per Contract	N
	31 Arthur Street		Per Week	76.50	85.00	N
	6 Hillman Street		Per Week	as per Contract	as per Contract	N
	10 King Street		Per Week	as per Contract	as per Contract	N
	7 Hillman Street		Per Week	64.00	71.00	N
	8 Hillman Street		Per Week	81.50	90.00	N
141035	Special Series - AW Number Plates					
	DPI Fee			at cost	at cost	N
	Shire additional fee			50.00	50.00	Y





Government of Western Australia
Development Assessment Panels

OFFICIAL

Planning and Development (Development Assessment Panels) Regulations 2011

Schedule 1 — Fees for Applications

(Regulation 10, 17)

Application Cost of Development	Application Fee
1. A DAP application where the estimated cost of the development is (Form 1: New Application) -	
(a) less than \$2 million	\$5,475
(b) not less than \$2 million and less than \$7 million	\$6,322
(c) not less than \$7 million and less than \$10 million	\$9,760
(d) not less than \$10 million and less than \$12.5 million	\$10,620
(e) not less than \$12.5 million and less than \$15 million	\$10,922
(f) not less than \$15 million and less than \$17.5 million	\$11,226
(g) not less than \$17.5 million and less than \$20 million	\$11,530
(h) not less than \$20 million and less than \$50 million	\$11,833
(i) Not less than \$50 million	\$17,097
2. An application under regulation 17 (Form 2: Amendment)	\$271

Note:

The estimated cost of development is calculated *exclusive* of GST. The application fee is effective from 1 July 2025.

Example: If an application is received with a cost of development, exclusive of GST, valued at \$10 million, the associated fee of Item 1(d). The application does not fall into the lower threshold of Item 1(b) as the estimated cost is not 'less than \$10 million'.

12.3 AMENDMENT TO POLICY PC2 - HUMAN RESOURCES

Location:	N/A
Applicant:	N/A
Author:	Rajinder S Sunner, Manager Corporate Services
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	18/07/2025
Disclosure of Interest:	Nil
Attachments:	1. PC2 – Human Resources

SUMMARY:

Council is requested to consider adopting an amendment to its Human Resources Policy regarding new superannuation contributions.

BACKGROUND:

Council adopted the new policy PC13 - Elected Member and Employee Superannuation during the ordinary council meeting on 26 June 2025. This requires amending the PC2 - Human Resources policy to align with superannuation contributions.

COMMENT:

Delete clause “K” from policy PC2-Human Resources and add a new Clause “I” to reflect changes to superannuation contribution for staff employed by the Shire.

CONSULTATION:

Executive Team

STATUTORY ENVIRONMENT:

Local Government Act 1995

2.7. Role of council

- (1) The council governs the local government’s affairs and, as the local government’s governing body, is responsible for the performance of the local government’s functions.
- (2) The council’s governing role includes the following —
 - (a) overseeing the allocation of the local government’s finances and resources;
 - (b) determining the local government’s policies;
 - (c) planning strategically for the future of the district;
 - (d) determining the services and facilities to be provided by the local government in the district;
 - (e) selecting the CEO and reviewing the CEO’s performance;
 - (f) providing strategic direction to the CEO.

POLICY IMPLICATIONS:

Policy PC2- Human Resources will be updated.

FINANCIAL IMPLICATIONS:

Superannuation commitments will be included in the 2025-2026 budget, which the Council is scheduled to adopt in August 2025.

STRATEGIC IMPLICATIONS:

Strategic Community Plan Towards 2031

Theme: Leadership and Management

Outcome: Establish and maintain sound business and governance structures.

Strategy: Comply with regulations and best practice standards to drive good decision-making by Council and Staff

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Inadequate Superannuation Contribution.
Risk Likelihood (based on history and with existing controls)	Likely (4)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	High (16)
Principal Risk Theme	Compliance failure
Risk Action Plan (Controls or Treatment Proposed)	Adopt policy amendment as presented.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That Council, pursuant to section 2.7 (2)(b) of the Local Government Act 1995, approve the amendment to the policy PC2- Human Resources as presented and instruct the CEO to incorporate the amended policy into the Council's Policy Manual.

Policy Title	PC2 – Human Resources
Policy Type	People and Culture
Responsible Officer	Chief Executive Officer



Purpose

To define Shire's policy on the organisational structure and maintaining a comfortable, safe, and attractive working environment for Shire personnel.

Scope

This policy applies to all human resource guidelines and procedures.

Definitions

Senior Staff: Those employees or persons belonging to a class of employees designated senior employees by the local government.

Works Staff: This includes operational staff engaged in operating the plant, road maintenance, and maintenance of public facility grounds. It excludes those engaged only in cleaning and part-time pool attendants.

Policy Statement

For the Shire to maintain a competitive position in the labour marketplace, the CEO shall:

- a. Provide opportunities for employees to attend conferences, seminars and training within budget provisions.
- b. Consider assistance to employees seeking relevant qualifications or licenses within budget provisions.
- c. Provide a uniform or uniform allowance to employees within budget provisions.
- d. Provide relocation reimbursement to newly employed senior staff within budget provisions.
- e. Maintain an effective and efficient Organisational Structure.
- f. Provide Council vehicles to senior staff within budget provisions.
- g. Provide Council phones to senior staff within budget provisions.
- h. Provide Council housing to senior staff within budget provisions.
- i. Consider over Award payments to attract quality staff.
- j. Ensure that all Superannuation Guarantee contributions requirements are met.
- k. ~~Provide an additional 1.5% additional superannuation for employees who contribute a minimum of 5%.~~

- l. Match the additional contribution up to a maximum of 15.5% of salary or wages, including the SGC component as per adopted policy PC13 – Elected Member and Employee Superannuation.
- m. Ensure that the Council approves the employment of overseas employees through 457 Visa Business Sponsorship.
- n. Provide a housing allowance to staff not in Council housing within budget provisions.
- o. Provide opportunities for staff to make salary sacrifice payments.
- p. The provision of Emergency Services Leave is at the discretion of the CEO.
- q. Consider staff use of plants and equipment subject to conditions.
- r. Provision of a gratuity gift or payment to departing employees within budget provisions.
- s. Consider flexible working hours or a Rostered Day Off for staff, whichever best suits the needs of the Shire.
- t. Recognise staff performance and commitment by organising an annual Christmas event or other function within budget limits.
- u. CEO contract matters, which the President may approve without Council consideration.

History	24/07/2025 25/05/2023
Delegation	People and Culture
Relevant Legislation	<i>Local Government Act 1995 (WA)</i> <i>Workplace Relations Act 1996 (Cwth)</i> <i>Superannuation Guarantee (Administration) Act 1992 (Cwth),</i> <i>Race Discrimination Act 1975 (Cwth)</i> <i>Disability Discrimination Act 1992 (Cwth)</i> <i>Human Rights and Equal Opportunity Act 1986 (Cwth)</i> <i>Equal Opportunity for Women in the Workplace Act 1999 (Cwth),</i> <i>Age Discrimination Act 2004 (Cwth)</i> <i>Industrial Relations Act 1979 (WA)</i> <i>Minimum Conditions of Employment Act 1993 (WA),</i> <i>Long Service Leave Act 1958 (WA)</i> <i>Workers Compensation and Injury Management Act 1981(WA)</i> <i>Industrial Training Act 1979 (WA)</i> <i>Work Health and Safety Act 2020</i> <i>Equal Opportunity Act 1964 (WA)</i> <i>Migration Act 1958</i>
Related Documentation	Workforce Plan PC13 – Elected Member and Employee Superannuation CEO Instructions 5 – Human Resources Procedures

13 WORKS AND SERVICES

Nil

14 REGULATORY SERVICES

Nil

15 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

16 NEW OR URGENT BUSINESS INTRODUCED BY DECISION OF THE MEETING

Nil

17 MATTERS BEHIND CLOSED DOORS

Nil

18 CLOSURE OF MEETING

Nil