

# Policy Manual

As at 18 September 2025



## Shire of Bruce Rock Contact Details

<b>PHONE</b>	(08) 9061 1377
<b>FAX</b>	(08) 9061 1340
<b>EMAIL</b>	<a href="mailto:admin@brucerock.wa.gov.au">admin@brucerock.wa.gov.au</a>
<b>SHIRE ADDRESS</b>	54 Johnson Street, Bruce Rock WA 6418
<b>POSTAL ADDRESS</b>	PO Box 113, Bruce Rock WA 6418
<b>WEBSITE</b>	<a href="http://www.bruce-rock.wa.gov.au">www.bruce-rock.wa.gov.au</a>



# Preface



This Policy Manual is a compendium of Council's policy decisions. The Policy Manual provides the Chief Executive Officer, employees and other officers with guidance on how to act in accordance with Council requirements and direction.

Council Policy is overridden by:

- Commonwealth and State legislation and regulations;
- Local Planning Schemes;
- Local Laws;
- Council Resolutions; and
- Delegations.

Council Policy overrides:

- Executive Instructions;
- Local Government Guidelines (although these are not decisions of Council, close observance is strongly recommended); and
- Administrative directions/instructions.

Council may vary its policy decisions at any time and at its own discretion. Council Policy is not binding on the Council (unless stated), but is binding on employees and officers, unless discretion is stated. Council Policy is to be considered as Council's standing or permanent instructions.

The Local Government Act 1995 requires the development of several policies. The development of all other policies is at Council's sole discretion.

Policies, Codes or Standards of a Local Government required by the Local Government Act 1995 and its subsidiary legislation include:

- Adoption of an attendance at events policy – section 5.90A;
- Adoption of a Council Members, Committee Members and Candidates Code of Conduct – section 5.104;
- Adoption of an employee Code of Conduct (to be made by the Chief Executive Officer – section 5.51A;
- Adoption of a continuing professional development policy for Elected Members – section 5.128;
- Adoption of a purchasing policy – regulation 11A of the Local Government (Functions and General) Regulations 1996;
- Adoption of a policy relating to employing a Chief Executive Officer or Acting Chief Executive Officer – section 5.128;
- Adoption of a Regional Price Preference policy – regulation 24C of the Local Government (Functions and General) Regulations 1996;
- Adoption of a policy that pays employees more than required by their contract or award (recognition of service/gratuity) – section 5.50; and
- Adoption of a standard for Chief Executive Officer recruitment, performance, and termination – section 5.39B.

Other than the above, policies are generally not required to be based on legislation, but can be stand-alone instruction from Council. However, policies cannot be inconsistent with legislation.

The contents of the Policy Manual are decided upon by Council. All procedural or reference information, formatting and spelling errors may be amended or updated by the Chief Executive Officer.

**Cr Ram Rajagopalan**  
**SHIRE PRESIDENT**

**Adopted by Council on 18 September 2025.**

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## 1. Introduction

### 1.1 Statutory and Corporate Context

Council is responsible for various functions and activities under numerous pieces of legislation, many of which permit Council to delegate responsibilities and authority to various employees and officers, and to stipulate conditions, standards or methods of control and management. This Council Policy Manual has been prepared to complement a range of obligations imposed by legislation, including local laws, and various documents adopted by Council.

The order of priority for compliance is:

- (1) Federal and State legislation and regulations;
- (2) The Local Planning Scheme;
- (3) A specific resolution of Council;
- (4) The Delegations Register;
- (5) The Local Planning Policy;
- (6) Council Policy;
- (7) Executive Instructions issued by the Chief Executive Officer; and
- (8) Administrative directions or instructions.

Although not decisions of Council, and therefore not a requirement of employees, consideration should be given to the following as being best practice:

- Department of Local Government, Industry Regulation and Safety's Guidelines; and
- WALGA Councillors Manual, Practice Notes and other relevant documents.

Unless it is clearly specified within a resolution that an instruction from Council should be added to this Policy Manual, all resolutions from Council should be considered as instructions on how to deal with a particular matter rather than procedures for future matters. All ongoing instructions from Council should be included within this manual. Furthermore, there are several policies that have specific legislative provisions, and these are noted in the individual policy.

### 1.2 Consequences of Breaching Council Policy

Where there is a breach of Council Policy:

- a) It may result in disciplinary action up to and including termination of employment;
- b) The Shire may also be obligated to refer a breach to an external agency where an employee may be held personally liable for their actions; and
- c) The employee in breach may also be personally liable for their actions, such as for costs charged to the Shire or for repairs to equipment as a result of unauthorised use.

### 1.3 Application Is to Employees, Not Community

Policy generally cannot be used to control or manage the general community. Instead, a policy provides instructions to employees that in a particular circumstance, a specific action or process is to be followed. However, policy may require employees to apply specific conditions to a licence or permit issued to a community member and to provide a written copy of the conditions being applied. The conditions applied are then enforceable.

A policy generally cannot be applied directly to the community, as the community may not be aware of its adoption. The community must have had the opportunity to be aware of the requirements imposed on them.

Advertising of a Local Law constitutes community wide notification, whether the person is aware of it or not. Accordingly, policies may expand on how a Local Law is to be interpreted or acted upon by employees.

#### 1.4 Definitions

The following terms used in this document apply insofar as they are consistent with enabling legislation:

**Authority** means the permission or requirement for Council, a Committee or a person to act in accordance with:

- The Local Government Act, Regulation or other legislation;
- A delegation made by Council;
- A Council Policy;
- A specific decision of Council; or
- An Executive Instruction issued by the Chief Executive Officer.

**Delegation** means the authority for a Committee, the Chief Executive Officer or other person to exercise a power, or discharge a duty, as concerned by absolute majority decision of Council under the provisions of the relevant legislation.

**Employee** means a person employed by the Shire, who is on the payroll, and does not include contractors or consultants.

**Council Policy** is a standing instruction resolved by Council as to how a particular matter is to be implemented.

**Executive Instruction** is a standing instruction issued by the Chief Executive Officer as to how a particular matter is to be implemented.

**Instruction** means the requirement for an employee to act in accordance with a direction given by the Council, the Chief Executive Officer, a senior employee or a supervisor.

**Officer** is generally only to be used in the context of a formal authorisation and may include an authorised employee.

**Shire** means the Shire of Bruce Rock.

#### 1.5 Guidelines No.17 – Delegations (Department of Local Government)

The Department of Local Government, Industry Regulation and Safety has published guidelines for the formation of delegations.

The guidelines outline the concept of ‘delegation’ and ‘acting through’ in parts 3 and 4, particularly in paragraph 13, where it is stated:

*“... the key difference between a delegation and “acting through” is that a delegate exercises the delegated decision-making function in his or her own right. The principal issue is that where a person has no discretion in carrying out a function, then that function may be undertaken through the “acting through” concept. Alternatively, where the decision allows for discretion on the part of the decision maker, then that function needs to be delegated for another person to have that authority.”*

In effect, ‘acting through’ is an action that could be reasonably expected to be carried out as the result of a decision by Council (e.g. advertising of a tender), or as a function reasonably expected of the position that a person holds.



Not all matters that will be recorded in policy are ‘acting through’ matters. Similarly, not all ‘acting through’ matters will be listed. Council policy, supported by Executive Instructions, describes how that action or some other action is to be carried out.

### 1.6 Making, Amending and Revoking Council Policy

Administrative policies generally require approval by a simple majority of Council, and may be made, amended or revoked at any time by Council. Several policies are required by legislation to be adopted or amended by absolute majority, and these are referenced in the Notes section of the relevant policy. Council may impose limitations on policy, as it sees fit.

### 1.7 Review of Council Policy Manual

To maintain the Policy Manual up to date, an administrative review should occur at least every second year, and a report made to Council on the matters needing amendment or inclusion.

It is suggested that detailed consideration of all policies be undertaken by Council after each election (every two years), so that the Policy Manual is relevant and correctly outlines the current Council’s strategic vision.

### 1.8 The Role of Council

Section 2.7 of the Local Government Act 1995 (WA) defines the role of Council as:

*“(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.”*

Section 2.7 also makes it clear that Council’s role is separate to that of the Chief Executive Officer by saying:

*“(3) For the purpose of ensuring proper governance of the local government’s affairs, the council must have regard to the following principles —*

- (a) the council’s governing role is separate from the CEO’s executive role as described in section 5.41;*
- (b) it is important that the council respects that separation.”*

This means that, while Council is responsible for the overall strategic direction of the Shire, the Chief Executive Officer is responsible for operational and administrative matters. This Policy Manual has been designed with the separation of these roles in mind.

## 2. Council, Elected Members and Governance

### 2.1 Councillor Code of Conduct

**Statutory Context:** Local Government Act 1995  
Local Government (Model Code of Conduct) Regulations 2021.

**Corporate Context:** None

**Date Adopted:** 18 September 2025

#### 2.1.1 Introduction

As required by the Local Government Act 1995, the Shire formally adopts the Code of Conduct for Councillors, Committee Members and Candidates (Appendix 2.1.1) as its Code of Conduct for Elected Members, Committee Members and Candidates of Local Government elections. The entirety of Appendix 2.1.1 shall be considered a part of this policy.

In accordance with the Local Government Act 1995, the Code of Conduct may only be adopted and amended by an absolute majority of Council.

#### 2.1.2 Scope

This policy applies to Council Members, Committee Members and Candidates of Local Government elections.

#### 2.1.3 Procedure

All Council Members, Committee Members and Candidates of Local Government elections are to be provided with the Code of Conduct upon their appointment and/or induction.

**Notes:** This Policy may only be amended by an Absolute Majority of Council  
See Appendix 2.1.1 for Code of Conduct for Councillors, Committee Members and Candidates.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 2.2 Council Information Sessions

**Statutory Context:** Local Government Act 1995

**Corporate Context:** None

**Date Adopted:** 18 September 2025

### 2.2.1 Introduction

Information Sessions will be held to exchange information between Elected Members, Committee Members and relevant Shire employees:

- Prior to the Ordinary Council Meeting of the month; or
- When called by the Shire President or Chief Executive Officer, as necessary.

Information Sessions are closed to the general public.

### 2.2.2 Purpose

The purpose of the Information Session is to:

- Provide an opportunity for Elected Members to request information, ask questions or make comment on any issues;
- Discuss conceptual issues, as considered appropriate by Elected Members or employees;
- Disseminate information from employees to Elected Members; and
- Coordinate questions from Elected Members to employees.

### 2.2.3 Information Session Agenda

The Chief Executive Officer is to prepare an Agenda for each Information Session. The Information Session Agenda is to be distributed with the Agenda for the Ordinary Meeting of Council, or as able for irregular briefing sessions.

### 2.2.4 Financial, Proximity and Impartiality Interests

Elected Members, employees, consultants and other participants shall disclose their interests in matters to be discussed. Interests are to be disclosed in accordance with provisions of the Local Government Act 1995 and other subsidiary legislation at the time information is provided or discussion commences on an issue.

### 2.2.5 Conduct of Information Session

The Shire President is to be the Presiding Member for Information Sessions, or in the absence of the President, the Deputy President. All questions and discussions are to be directed through the Presiding Member. There will be no debate style discussion.

Being outside the statutory decision-making framework, Elected Members at an Information Session must not vote, indicate their voting intentions, or make or imply any collective or collaborative decision is to be made, other than the Chief Executive Officer may agree to take an action that is administrative in nature.



Items listed on the current Council Meeting Agenda may be clarified on matters of procedure or fact, but are not to be debated or resolved/agreed in any way. Furthermore, proposals under a Planning Scheme are not to be discussed.

Any additional written information not included with the Council Information Session Agenda is only to be distributed to the meeting at the discretion of the Presiding Member.

**Notes:** The Department of Local Government, Industry Regulation and Safety's Operational Guidelines No.5 – Council Forum Guideline is not mandatory, but close adherence is recommended.

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## 2.3 Recording of Council Meetings

<b>Statutory Context:</b>	Local Government Act 1995 Local Government (Administration) Regulations 1966 State Records Act 2000
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 2.3.1 Introduction

In accordance with the Local Government (Administration) Regulations 1996 (Regulations), Ordinary Meetings of Council and Special Meetings of Council are to be audio recorded. Notice advising members of the public of electronic recording of the meeting is to be given by displaying signage at the entrance of the meeting, as well as by making a disclosure in the Agenda for the meeting.

### 2.3.2 Publication of the Audio Recordings

Audio recordings of Ordinary and Special Meetings of Council are to be published on the Shire's website within 14 days of the meeting. This publication is not to include recordings of sections of meetings that are closed to the public.

### 2.3.3 Recording Parts of the Meeting Closed to the Public

In accordance with the Regulations, whenever part of a meeting is closed to the public, that part of the meeting must still be recorded and retained by the Shire in accordance with the requirements of the State Records Act 2000.

### 2.3.4 Recording Technology Failure

If audio technology failure prevents a meeting or part of a meeting from being recorded, the meeting may still proceed if the Shire does everything reasonably practicable to make an improvised recording of the meeting. The quality of the improvised recording must be of a quality sufficient to effectively listen to the deliberations of the Council meeting.

In instances where a meeting is recorded by an improvised recording or instances where a meeting has occurred, but employees are unable to make an improvised recording, the Shire must publish a notice on its website that meets the requirements set by the Regulations.

### 2.3.5 Retention and Disposal of Records

The Regulations require the Shire to retain recordings of Council Meetings for a period of five years. The Shire is to retain recordings of meetings in accordance with the State Records Act 2000.

### 2.3.6 Access to Recordings

Prior to publication, the only persons permitted to access the audio recordings are the Chief Executive Officer and any persons required to assist the Chief Executive Officer in the preparation of the minutes.

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## 2.4 Elected Members – Conference, Training, Travel and out of Pocket Expenses

<b>Statutory Context:</b>	Local Government Act 1995 Local Government (Administration) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 30 – Meeting attendance fees</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.1 Councillor Code of Conduct</li> <li>• 2.12 Continuing Professional Development</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 2.4.1 Introduction

The Shire will meet all reasonable expenses that Elected Members have incurred whilst attending authorised conferences, seminars and training courses, and during other absences from the district on any business authorised by Council or the Chief Executive Officer. Such expenses may include:

- Accommodation;
- Meals;
- Refreshments;
- Travel; and
- Other appropriate out-of-pocket expenses, subject to budget allocations.

### 2.4.2 Eligible Conferences, Trainings, Meetings

Elected Members are to be paid travel costs for the use of private vehicles for any travel to and from Council whilst attending any of the following, as provided by regulation 30 of the Local Government (Administration) Regulations:

- Council Meetings (Ordinary and Special);
- Meetings of Council appointed Committees;
- Annual and Special Meetings of Electors;
- Officially called Civic Receptions;
- Visits by Ministers of the Crown;
- Council authorised meetings with Government agencies;
- Other Council called meetings of Councillors and employees; and
- Meetings where the Elected Member is representing the Shire.

Travel costs must be paid at the rates determined by the Salaries and Allowances Tribunal's annual Determination.

### 2.4.3 Accommodation

Expenses met by the Shire are limited to accommodation in single, twin or double rooms, registration fees, meals associated with registration, parking and breakfasts for Elected Members only.

#### 2.4.4 Travel

Unless otherwise authorised by Council, travel expenses will only be paid where the Elected Member is the person appointed by Council to attend.

#### 2.4.5 Other Expenses

Unless otherwise authorised by Council or the Chief Executive Officer, meals, non-alcoholic refreshments, parking, taxi, or other out-of-pocket expenses will be reimbursed to:

- Persons authorised to attend by Council;
- Delegates appointed by Council to the meeting or organisation; or
- Deputy delegates appointed by Council, only where attending in the place of the appointed delegate.

#### 2.4.6 Accompanying Person

Only at the WALGA Annual Convention, or similar event where the Elected Member's or Chief Executive Officer's partner is reasonably expected to attend, will the reasonable additional costs incurred by a partner accompanying an Elected Member (such as breakfasts, attending the official conference dinner, official sundowners, or Shire President or Chief Executive Officer convened dinners) be met by the Shire. All other partner costs, such as lunches, partner tours or evening meals not convened with the Shire President or Chief Executive Officer will be met or reimbursed by the Elected Member.

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## 2.5 Elected Member Records – Capture and Management

<b>Statutory Context:</b>	State Records Act 2000 Freedom of Information Act 1992 Local Government Act 1995
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 3.8 Record Keeping</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 2.5.1 Introduction

Each Elected Member is responsible for determining which records are required for capture, management and submission of the record to the Chief Executive Officer for storage.

The Shire, as an organisation, in meeting its obligations to facilitate the capture and management of Elected Member records will:

- Provide a collection point readily accessible to each Elected Member to deposit the required materials;
- Separate the materials collected according to Elected Member and financial year of deposit; and
- Where a copy of the record is to be retained by the Elected Member, photocopying or other duplicating as necessary, will be provided without charge.

### 2.5.2 Access to the Records

Access to the records created may be required, and is to be facilitated by the Chief Executive Officer:

- As permitted under various legislation, such as the Local Government Act 1995, the Freedom of Information Act 1992 or other written law;
- By order of an authorised body, such as a Court of Law; or
- By a representative of an authorised body, such as the Ombudsman or the Corruption and Crime Commission.

**Notes:** The State Records Office policy imposes certain obligations on Elected Members and the Shire under the State Records Act 2000, as follows:

*“In relation to the recordkeeping requirements of local government elected members records must be created and kept which properly and adequately record the performance of member functions arising from their participation in the decision-making processes of Council and Committees of Council.*

*This requirement should be met through the creation and retention of records of meetings of Council and Committees of Council of local government and other communications and transactions of elected members which constitute evidence affecting the accountability of the Council and the discharge of its business.*

*Local Governments must ensure that appropriate practices are established to facilitate the ease of capture and management of elected members records up to and including the decision-making processes of Council.”*



In effect, any form of record that may affect accountability or contribute to a decision or action made as an Elected Member must be retained. These records may be:

- Physical – A letter, a handwritten note, a photo someone sends to an Elected Member in an explanation/complaint, or an agenda where the Elected Member made notes on various items.
- Electronic – An email or document sent as an attachment to an email, digital photo, or an electronic file that is sent for review or comment.
- Audio – A message left on the Elected Member's answering machine.

The records are not only those received by the Elected Member, but also those that the Elected Member creates, such as:

- A note of a conversation where someone asked the Elected Member to pursue a particular matter;
- A letter that the Elected Member writes in their capacity as an Elected Member.
- An email that the Elected Member sends in that capacity.

The records only need to be relating to those *“affecting the accountability of the Council and the discharge of its business... up to and including the decision-making process of Council.”* It is the Elected Member's decision and judgment as to what extent this applies, and it is suggested that this is not further defined.

The principles of relevance and ephemerality apply, for example:

- A note to remind oneself to phone a person is ephemeral, but notes of the conversation may not be.
- A copy of an agenda that has no notes made is irrelevant, as the document can be reproduced by the Shire at any time.
- A promotional brochure or conference information is not relevant.

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## 2.6 Related Party Disclosures

<b>Statutory Context:</b>	Local Government (Financial Management) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 4 – AAS to be complied with and has authority over regulations</li> <li>• Regulation 5 – Annual Budget, Annual Financial Report and Other Financial Reporting to be in accordance with AAS</li> </ul>
<b>Corporate Context:</b>	Annual Reporting Requirements
<b>Date Adopted:</b>	18 September 2025

### 2.6.1 Introduction

This policy includes Appendix 2.6.1 Related Party Disclosures Definitions.

### 2.6.2 Scope

This Related Party Disclosures Policy applies to:

- Related parties of Council; and
- Key management personnel.

### 2.6.3 Disclosure Requirement

The disclosure requirements apply to the existence of relationships, regardless of whether a transaction has occurred or not.

Each financial year, the Shire must make an informed judgement as to who is a related party and what transactions need to be considered, when determining if disclosure is required.

### 2.6.4 Key Management Personnel

In accordance with Australian Accounting Standard 124, key management personnel for the Shire are:

- All Elected Members;
- The Chief Executive Officer;
- The Manager of Governance and Community Services;
- The Manager of Finance;
- The Manager of Works and Services;
- The Manager of Strategic Business Development; and
- The Senior Finance Officer.

### 2.6.5 Related Party – Council

Related entities to Council are those where the Shire has significant control or influence, which is deemed to be greater than 20% of:

- Financial Interest in the organisation; and/or
- Voting rights in the organisation.

Unless otherwise excluded, the administration will be required to assess all transactions made with these persons or entities.

### 2.6.6 Related Party – Key Management Personnel

Related parties of the key management personnel are close family members of the key management personnel. Under the Australian Accounting Standard 124, close family members could include extended family members (such as parents, siblings, grandparents, uncles/aunts or cousins), if they could be expected to influence or be influenced by the key management personnel in their dealings with the Shire.

Related entities to the key management personnel or close family members are those where the person has control, joint control, or influence, which is deemed greater than 20% of:

- Financial Interest in the organisation; and/or
- Voting rights in the organisation.

Unless otherwise excluded, the administration will be required to assess all transactions made with these persons or entities.

### 2.6.7 Related Party Transactions

A related party transaction is a transfer of resources, services or obligations between the Shire (reporting entity) and the related party, regardless of whether a price is charged. For the purposes of determining whether a related party transaction has occurred, the following transactions or provisions of services have been identified as meeting this criterion:

- Payments to Elected Members;
- Employee compensation, whether it is for key management personnel or a close family member of key management personnel;
- Lease agreements for housing (whether for a Shire-owned property or property sub-leased by the Shire through a real estate agent);
- Lease agreements as lessee or lessor, for commercial or other properties;
- Monetary and non-monetary transactions between the Shire and any business or associated entity owned and controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire (trading agreement);
- Loan arrangements between related entities or key management personnel;
- Contracts and agreements for construction, consultancy or services;
- Purchases or sales of goods, property and other assets;
- Rendering or receiving services or goods;
- Transfers under licence or finance arrangements (i.e. loans);
- Provision of guarantees (given or received);
- Commitments to do something if an event occurs, or does not occur, in the future;
- Settlement of liabilities on behalf of the Shire or by the Shire on behalf of that related party; and
- Use of Shire-owned facilities and public open spaces if a fee is normally charged and the key management personnel are not.

### 2.6.8 Ordinary Citizen Transactions

Ordinary citizen transactions are where there is no special treatment of consideration of either party, and are deemed to be any transaction that a member of the public would make in the usual course of business, and includes, but is not limited to:



- Payment of rates and charges imposed by Budget resolution, fines and penalties;
- Payment of application or development fees imposed by Council and applying to any applicant; and
- Use of Council facilities, whether use of the facility incurs a fee or not, and includes the Recreation Centre, parks, ovals, reserves, waste facility and public open spaces.

Ordinary citizen transactions incorporate transactions resulting from the delivery of public service obligations and include, but are not limited to:

- Attending Shire functions that are open to the public; and
- Attending events that are open to the public.

### 2.6.9 Materiality

For guidance, materiality is generally deemed to apply where:

- A related party transaction can be expressed in financial terms:
  - Of a single transaction greater than \$300; or
  - Of cumulative transactions greater than \$1500;

**OR**

- Where a related party transaction cannot be expressed in financial terms:
  - According to a reasonable person test (i.e. would an ordinary person consider that pressure has been applied or influence exerted).

### 2.6.10 Related Party Declaration

Key management personnel must submit to the Chief Executive Officer a Related Party Declaration, notifying of any existing or potential related party relationship between the Shire and either themselves, their close family members or entities controlled or jointly controlled by them or any of their close family members.

Related Party Declarations are to be submitted:

- Within 30 days of commencement; and
- Annually, prior to 31 August.

Related Party Declarations are to be updated where:

- Any new or potential related party transaction is required or likely to be required to be disclosed in Council's financial statements; or
- There is any change to a previously notified related party transaction.

### 2.6.11 Related Party Transaction Notification

A related party transaction is a transfer of resources, services, or obligations between the Shire (reporting entity) and the related party regardless of whether a price is charged. Key management personnel must submit to the Chief Executive Officer a Related Party Transaction Notification, notifying of any transaction between the Shire and either themselves, their close family members or entities controlled or jointly controlled by them or any of their close family members.

Related Party Transaction Notifications are to be submitted:

- Within 30 days of the end of each financial year;
- Where possible at Council meetings each month; and

- When leaving the Shire as an Elected Member or cessation of employment.

### 2.6.12 Confidentiality

All information contained in a disclosure return will be treated in confidence. Generally, related party disclosures in the annual financial reports are reported in aggregate and individuals are not specifically identified.

Notwithstanding the above, management is required to exercise judgement in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions or materiality. Individuals may be specifically identified if the disclosure requirements of Australian Accounting Standard 124 so demands.

### 2.6.13 Discretionary Capacity of the Chief Executive Officer

Where a matter is not covered by this policy, the Chief Executive Officer is authorised to make a determination and may seek such advice as is necessary in order to do so.

**Notes:** The objective of the Australian Accounting Standards Board is to ensure that an entity's financial statements contain disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and transactions.

The disclosure requirements apply to the existing relationships, regardless of whether a transaction has occurred or not. For each financial year, the Shire must make an informed judgement as to who is a related party and what transactions need to be considered, when determining if disclosure is required.

Effective beginning 1 July 2025, the Shire must disclose in the Annual Report certain related party relationships and transactions, together with information associated with those transactions in its Financial Statements, to comply with Australian Accounting Standard 124 Related Party Disclosures.

If there is a related party transaction with the Shire applicable to a reporting financial year, Australian Accounting Standard 124 requires the Shire to disclose in the financial statements the nature of the related party relationship and information about the transaction, including outstanding balances and commitments associated with the transaction. Disclosure in the financial statements may be in the aggregate and/or made separately, depending on the materiality of the transaction.

For more information about the Shire's disclosure requirements under Australian Accounting Standard 124, please refer to <http://www.aasb.gov.au>.

### Version Control:

1	Policy adopted on 18 September 2025.

## 2.7 Affixing the Common Seal

**Statutory Context:** Local Government Act 1995

**Corporate Context:** None

**Date Adopted:** 18 September 2025

### 2.7.1 Introduction

The following guidelines are to be followed for affixing the Shire's Common Seal. Any use of the seal that does not comply with this policy shall be invalid. Any documents requiring the Common Seal that are signed not in accordance with this policy shall have no legal authority.

### 2.7.2 Documents requiring the Common Seal

The following documents require the use of the Common Seal:

- Sale of Shire-owned land for which a Council resolution is required expressly stating that the legal document be signed and sealed and the transaction finalised;
- A Town Planning Scheme and Town Planning Scheme amendments;
- Documents relating to land matters, including lodgements of caveats, memorials, leases, transfers, deeds, licences, covenants, easements and withdrawal of instruments;
- Contracts where the consideration is \$250,000 or more;
- Contracts awarded via the Tender Process described in the Local Government (Functions and General) Regulations 1996;
- Loans not included in the annual budget;
- Power of Attorney to act on behalf of the Shire;
- Local Laws; and
- Any other documents stating that the Common Seal of the Shire is to be affixed.

### 2.7.3 Specific Exemptions

The Common Seal is not required to be affixed on leases of Shire property to employees.

### 2.7.4 Record of Use

Each month employees are to prepare a list of proposed uses of the Common Seal in order to seek approval from Council. Once Council has approved the use, the approval is valid for one calendar month only. Employees are to then apply the seal in accordance with the remainder of this policy, and to record each time the seal is used in a register.

### 2.7.5 Description of Registry

The aforementioned register shall contain the following details:

- Date of use;
- The name of the person who affixes the seal;
- A description of the document the seal was used on;

- The signature of the person using seal;
- The signature of the Chief Executive Officer; and
- The date of endorsement.

### 2.7.6 Method of Affixing the Common Seal

Documents should be executed under the Common Seal as follows:

DATED: \_\_\_\_\_

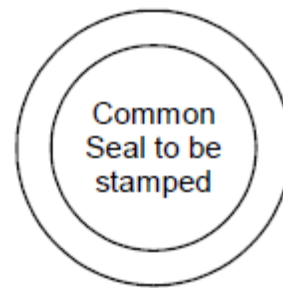
The Common Seal of the Shire of Bruce Rock was hereunto affixed by the authority of Council Resolution \_\_\_\_\_ in the presence of:

\_\_\_\_\_

[INSERT NAME OF PRESIDENT]  
PRESIDENT OF THE SHIRE OF BRUCE ROCK

\_\_\_\_\_

[INSERT NAME OF CEO]  
CHIEF EXECUTIVE OFFICER



#### Version Control:

1	Policy adopted on 18 September 2025.

## 2.8 Internal Controls

**Statutory Context:** All written law

**Corporate Context:** Council Policy Manual

- 2.11 Fraud and Corruption Prevention
- 4.8 Asset Management

**Date Adopted:** 18 September 2025

### 2.8.1 Introduction

The Internal Controls Policy serves as evidence of Council's commitment to the application of proper and effective internal controls to the operation of the Shire. This policy provides a basis for establishing documented controls that are implemented based on risk management policies and standards. This policy ensures that the Shire meets its obligations under the Local Government Act 1995, related regulations and other legislation.

### 2.8.2 Aims

The purpose of this policy is to:

- Assist the Shire in carrying out its activities in an efficient and effective manner in order to achieve its strategic objectives;
- Ensure adherence to policies;
- Safeguard the Shire's assets; and
- Secure (as far as possible) the accuracy and reliability of Shire financial records.

Specifically, this policy will assist the Shire in addressing the risk of:

- Material misstatement of financial information;
- Fraud and corruption;
- Misappropriation of funds; and
- Loss of physical assets.

### 2.8.3 Scope

This policy applies to all aspects of the Shire's operations.

### 2.8.4 Internal Control

In conjunction with Council, the Chief Executive Officer is to maintain systems of policies and procedures that safeguard assets, ensure accurate and reliable financial reporting, promote compliance with laws and regulations, and achieve effective and efficient operations. These systems not only relate to accounting and reporting, but also include communication and organisational processes both internally and externally, as well as employee management and error handling.

### 2.8.5 Principles

The Chief Executive Officer is responsible for ensuring the following principles guide the Shire's policies and internal control frameworks:

- A risk management-based approach is used to address and reduce the risk of loss caused by fraud, error or misstatement;
- Protection of the Shire's assets (including people, property, financial sustainability, reputation and information) remains a central tenant of all aspects of operational management; and
- There is ongoing audit and identification of system gaps and improvement of internal controls at the Shire.

### 2.8.6 Roles and Responsibilities

Council sets the following roles and responsibilities with respect to internal control:

- Input into and adherence to an appropriate and effective internal control framework is the responsibility of all employees.
- All employees are accountable for implementing systems, controls, processes and procedures in their own area of responsibility, and will play a part in the internal control framework in differing degrees.
- The Audit and Risk Committee and Council are responsible for mandating that a strong internal control framework is implemented to ensure the good governance of the organisation.
- The Chief Executive Officer will report at least three times a year to the Audit and Risk Committee and Council on the review of, and improvements made to, the Shire's internal control framework.

### 2.8.7 Monitoring, Reviewing and Reporting

A monitoring and reporting process/system will be implemented, including the provision of reports every three years, from management to the Audit and Risk Committee and Council on the status of risk management, internal controls and legislative compliance within the Shire. These reports will also identify the need for review of specific areas.

In accordance with regulation 17 of the Local Government (Audit) Regulations 1996, the Chief Executive Officer is required to report on a review of the above, every three years. This is in addition to the three-yearly review required by Regulation 5(2)(c) of the Local Government (Financial Management) Regulations 1996, which also includes a review of the Shire's financial internal controls.

#### Version Control:

1	Policy adopted on 18 September 2025.



## 2.9 Legislative Compliance

<b>Statutory Context:</b>	All written law
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 2.9.1 Introduction

A fundamental principle of good public administration is that public officials comply with both the letter and the spirit of the law. The Shire has an obligation to ensure that legislative requirements are complied with. The community and those working at the Shire have an expectation that Council will comply with applicable legislation, and the Council should take all appropriate measures to ensure that expectation is met.

Regulation 14 of the Local Government (Audit) Regulations 1996 requires Local Governments to carry out a compliance audit for the period of 1 January to 31 December in each year. The compliance audit is structured by the Department of Local Government, Sporting and Cultural Industries and relates to key provisions of the Local Government Act 1995.

Regulation 17 of the Local Government (Audit) Regulations 1996 also requires a review of the appropriateness and effectiveness of systems and procedures in relation to legislative compliance at least once every three financial years, and a report to the Audit and Risk Committee on the results of that review.

### 2.9.2 Aims

The overarching aim of this policy is to ensure that the Shire has appropriate processes and structures in place to ensure that legislative requirements are achievable and are integrated into the operations of the Shire. Specifically, the processes and structures will aim to:

- Develop and maintain a system for identifying the legislation that applies to the Shire's activities;
- Assign responsibilities for ensuring that legislation and regulatory obligations are fully implemented;
- Provide training for relevant employees, Elected Members, volunteers and other relevant people in the legislative requirements that affect them;
- Provide Council and employees with the resources to identify and remain up to date with new legislation;
- Establish a mechanism for reporting non-compliance;
- Review accidents, incidents and other situations where there may have been non-compliance; and
- Review audit reports, incident reports, complaints and other information to assess how the systems of compliance can be improved.

### 2.9.3 Roles and Responsibilities

Elected Members and Committee members have a responsibility to be aware of, and abide by, legislation applicable to their role.

Senior management should ensure that directions relating to compliance are clear and unequivocal and that the legal requirements that apply to each activity for which they are responsible are identified. Senior management should have systems in place to ensure that all employees are given the opportunity to be kept fully informed, briefed and/or trained about key legal requirements relative to their work within the financial capacity to do so.

Employees have a duty to seek information on legislative requirements applicable to their area of work and to comply with legislation. Employees shall report through their supervisors to senior management any areas of non-compliance that they become aware of.

#### 2.9.4 Implementation of Legislation

The Shire will have procedures in place to ensure that, when legislation changes, steps are taken to ensure that future actions comply with the amended legislation.

#### 2.9.5 Legislative Compliance Procedures

The following legislative compliance procedures are to be followed:

- Identifying Current Legislation: Shire employees are to access electronic, up to date legislation through the Department of Justice Parliamentary Counsel's Office website at [www.legislation.wa.gov.au](http://www.legislation.wa.gov.au) or through the legislation links in the 'Attain' compliance calendar.
- Identifying New or Amended Legislation:
  - Western Australian Government Gazette: The Government Gazette publishes all new or amended legislation applicable to Western Australia. Copies of the Government Gazettes are able to be downloaded from the State Law Publisher website. It is incumbent on the Chief Executive Officer and senior employees to determine whether any gazetted changes to legislation need to be incorporated into processes.
  - Department of Local Government, Sport and Cultural Industries: The Shire receives regular circulars from the Department on any new or amended legislation. Such advice is to be received through the Shire's records system and is distributed to the Chief Executive Officer and relevant Shire officers for implementation.
  - Department of Planning, Lands and Heritage: The Shire receives Planning Bulletins from the Department on any new or amended legislation. Such advice is to be received through the Shire's records system and is distributed to the Chief Executive Officer and relevant Shire officers for implementation.
  - Western Australian Local Government Association (WALGA): The Shire receives regular circulars from WALGA. These circulars highlight changes in legislation applicable to Local Governments.
- Obtaining Advice on Legislative Provisions: The Shire will obtain advice on matters of legislation and compliance where this is necessary. Contact can be made with the Department of Local Government, Sport and Cultural Industries, LGIS, WALGA or the relevant initiating government department for advice.
- Informing Council of Legislative Change:
  - If appropriate, the Chief Executive Officer will, on receipt of advice of legislative amendments, advise the Council on new or amended legislation.
  - The Council's format for all its reports to Council meetings provides that all reports shall have a section headed 'Statutory Implications', which shall detail the sections of any Act, Regulation or other legislation that is relevant.

#### 2.9.6 Review of Incidents and Complaints of Non-compliance

The Chief Executive Officer, or an officer designated by the Chief Executive Officer, shall review all incidents and complaints of non-compliance. Such reviews will assess compliance with legislation, standards, policies, and procedures that are applicable.

### 2.9.7 Reporting of Non-compliance

All instances of non-compliance shall be reported immediately to the supervising manager. The supervising manager shall determine the appropriate response and/or report the matter to the Chief Executive Officer.

The Chief Executive Officer may investigate any reports of significant non-compliance and, if necessary, report the non-compliance to the Council and/or the relevant government department or public authority. The Chief Executive Officer will also take the necessary steps to improve compliance systems.

All legislative non-compliance is to be reported to the Audit and Risk Committee.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 2.10 Elected Member and Chief Executive Officer Attendance at Events

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 5.51A – Code of conduct for employees required to be prepared and implemented by CEO</li> <li>• Section 5.90A – Requirement to prepare and adopt a policy for Council members and the CEO</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.1 Councillor Code of Conduct</li> <li>• 2.4 Elected Members – Conference, Training, Travel and out of Pocket Expenses</li> <li>• 7.28 Employee Code of Conduct</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 2.10.1 Introduction

Under the Local Government Act 1995, the Shire is required to adopt a policy on attendance at events for Elected Members and the Chief Executive Officer.

This policy applies to Elected Members, the Chief Executive Officer and all employees of the Shire, where they may receive free or discounted tickets or invitations from third parties to attend events as Shire representatives.

Attendance at an event, in accordance with this policy, will exclude a gift recipient from the requirement to disclose a potential conflict of interest if the ticket is above \$300 (inclusive of GST) and the donor has a matter before Council. Any gift that is received that is \$300 or less (either one gift or cumulative over twelve months from the same donor) also does not need to be disclosed as an interest. This allows Elected Members and the CEO to attend events that may benefit the Shire in some way and still vote on matters. A declaration of Gifts/Contributions to Travel form is still required to be completed and lodged within ten (10) days

### 2.10.2 Notations

- If an Elected Member receives a ticket in their name, in their role as an Elected Member, of \$300 or greater value, they are still required to comply with the normal gift disclosure requirements.
- Whilst the law permits gifts greater than \$300 to be accepted by the Chief Executive Officer (but not other employees) in their role with the Shire, the Chief Executive Officer and all other employees, by operation of this policy, are prohibited from accepting any gift with a value greater than \$300, unless the gift is provided by the Shire as the organiser of the event, or as a gift pursuant to Section 5.50 of the Local Government Act 1995 (gratuity on termination).
- If the Chief Executive Officer or an employee receives a ticket in their name, in their role as an employee, with a value of between \$50 and \$300, they are required to comply with normal gift disclosure requirements and the Code of Conduct regarding notifiable and prohibited gifts.
- An event does not include training, which is dealt with separately via Policy 2.4 Elected Members – Conferences, Training, Travel and Out of Pocket Expenses and Policy 7.13 Training, Study and Education.
- Nothing in this Policy shall be construed as diminishing the role of the Chief Executive Officer in attending or approving attendance at activities or events by other employees, that in the opinion of the Chief Executive Officer, are appropriate, relevant and beneficial to the Shire and its employees, as long as it does not involve gifted or discounted attendance fees.

### 2.10.3 Definition of Event

In accordance with section 5.90A of the Local Government Act 1995, an event is defined as a:

- Concert;
- Conference;
- Function;
- Sporting Event; or
- Occasions as prescribed by the Local Government (Administration) Regulations 1996.

### 2.10.5 Permitted Events

All Elected Members, the Chief Executive Officer and employees (with the approval of the Chief Executive Officer or their respective manager), are authorised to attend permitted events to represent the Shire.

If there is a fee associated with a permitted event, the fee (and, if deemed necessary, travel and accommodation, may be paid for by the Shire out of the Shire's budget by way of reimbursement, unless the event is a conference, which is dealt with under the conference section of this policy.

If there are more Elected Members than tickets provided, then the Shire President shall allocate the tickets. Donated or discounted individual tickets and any associated hospitality with a discount/donated estimated or face value above \$500 (inclusive of GST and, if relevant, travel) provided to the Shire are to be referred to Council to determine which Elected Members are to attend

The following events are permitted, subject to the provisions of this policy:

- Advocacy, lobbying of Members of Parliament or Ministerial briefings (Elected Members, the Chief Executive Officer and executive leadership team only);
- Meetings of clubs or organisations within the Shire;
- Any free event held within the Shire;
- Australian or Western Australian Local Government events;
- Events hosted by Clubs, or Not for Profit Organisations within the Shire to which the Shire President, Elected Members, the Chief Executive Officer or employees have been officially invited;
- Shire hosted ceremonies and functions;
- Shire hosted events with employees;
- Shire run tournaments or events;
- Shire sponsored functions or events;
- Cultural events and festivals within the Shire or the Wheatbelt Region of Western Australia (District);
- Events run by a Local, State or Federal Government;
- Events run by schools or other educational institutions within the Shire;
- Major professional bodies associated with Local Government at a local, state and federal level;
- Opening or launch of an event or facility within the Shire or District;
- Recognition of service events within the Shire or District;
- RSL events within the Shire or District;
- Events run by WA Local Government Association (WALGA), LGIS or a recognised and incorporated WA based Local Government professional association; and
- Where Shire President, Elected Member or Chief Executive Officer representation has been formally requested.

### 2.10.6 Approval Process

Where an invitation is received to an event that is not listed as permitted and is not prohibited or requiring Council approval, it may be submitted for approval prior to the event as follows:

- Events for the Shire President may be approved by the Deputy Shire President.
- Events for Councillors may be approved by the Shire President.
- Events for the Chief Executive Officer may be approved by the Shire President.
- Events for employees may be approved by the Chief Executive Officer or their respective manager.

Considerations for approval of the event include:

- Any justification provided by the applicant when the event is submitted for approval;
- The benefit to the Shire of the person attending;
- Alignment to the Shire's strategic objectives; and
- The number of Shire representatives already approved to attend.

### 2.10.7 Other Matters

If the event is a free event to the public, then no action is required. If the event is ticketed and the Elected Member, Chief Executive Officer or employee pays the full ticketed price and does not seek reimbursement, then no action is required. If the event is ticketed and the Elected Member, Chief Executive Officer or employee pays a discounted rate, or is provided with a free ticket(s), with a discount value, then the recipient must disclose receipt of the tickets (and any other associated hospitality) within ten (10) days to the Chief Executive Officer (or President, in the case of the Chief Executive Officer) if the discount or free value is greater than \$50 for employees, other than the Chief Executive Officer, and greater than \$300 for Elected Members and the Chief Executive Officer.

### 2.10.8 Conference Registration, Bookings, Payment and Expenses

Conference registration, bookings, payment and expenses shall be dealt with in accordance with Council Policies and relevant employment contracts. Policy 2.4 Elected Members – Conferences, Training, Travel and Out of Pocket Expenses deals with conferences for Elected Members. Policy 7.13 Training, Study and Education deals with conferences for employees including the Chief Executive Officer.

### 2.10.9 Dispute Resolution

All disputes regarding the approval of attendance at events are to be resolved by the Shire President in relation to Elected Members and the Chief Executive Officer, and the Chief Executive Officer in relation to other employees.

### 2.10.10 Procedures

Organisations that request attendance at an event by a particular person(s), such as the President, Deputy President, Elected Member, Chief Executive Officer, or a particular officer of the Shire, should clearly indicate that on the offer, together what is expected of that individual, should they be available, and whether the invite or ticket is transferable to another Shire representative.

Free or discounted invitations and offers or tickets that are provided to the Shire without denotation as to who they are for, are to be provided to the Chief Executive Officer and attendance determined by the Chief Executive Officer in liaison with the Shire President, based on the relative benefit to the organisation in attending the event, the overall cost of attending the event (inclusive of travel or accommodation), availability of representatives, and the expected role of the relevant Elected Member or employee.



### 2.10.11 Forms

A declaration of Gifts/Contributions to Travel form is required to be completed and lodged within ten (10) days, if the gift of free or discounted attendance is provided in their name due to or as part of their role with the Shire as follows:

- If the gift is provided to the Elected Member and the discount or free value is over \$300, inclusive of GST, with the Chief Executive Officer.
- If the gift is provided to the Chief Executive Officer and the discount or free value is over \$300, inclusive of GST, with the Shire President.
- If the gift is provided to an employee, other than the Chief Executive Officer, and the discount or free value is over \$50, inclusive of GST, with the Chief Executive Officer.

**Notes:** The Local Government Act 1995 determines that this policy may only be adopted or amended by absolute majority.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 2.11 Fraud and Corruption Prevention

<b>Statutory Context:</b>	Local Government (Audit) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 17 – CEO to review certain systems and procedures</li> </ul> Local Government (Financial Management) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 5 – CEO's duties as to financial management</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.1 Councillor Code of Conduct</li> <li>• 7.1 Disciplinary Action</li> <li>• 7.28 Employee Code of Conduct</li> </ul>
<b>Date Adopted:</b>	18 September 2025

All Elected Members and employees have a key responsibility to safeguard against damage and loss through fraud, corruption or misconduct, and have an obligation to support efforts to reduce associated risk by behaving with integrity and professionalism in undertaking their duties.

The Shire expects its Elected Members and employees to act in compliance with their respective Code of Conduct and behave ethically and honestly when performing their functions and interacting with each other, the community and all stakeholders of the Shire.

All suspected instances of fraudulent or corrupt conduct are to be thoroughly investigated, and the appropriate reporting, disciplinary, prosecution and recovery actions initiated.

The Chief Executive Officer is to ensure that a Fraud and Corruption Prevention Plan is developed and reviewed by the Audit and Risk Committee and, if amendments are proposed, adopted by Council at least once every two years.

### Version Control:

1	Policy adopted on 18 September 2025.

## 2.12 Continuing Professional Development

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 5.127 – Report on training</li> <li>• Section 5.128 – Policy for continuing professional development</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.4 Elected Members – Conference, Training, Travel and out of Pocket Expenses</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 2.12.1 Objective

To ensure that Elected Members of the Shire receive appropriate information and training to enable them to understand and undertake their responsibilities and obligations.

### 2.12.2 Introduction

The Shire recognises the importance of providing Elected Members with the knowledge and resources that will enable them to fulfil their role in accordance with statutory compliance and community expectations, and to make educated and informed decisions.

Pursuant to the Local Government Act 1995, Elected Members must complete Council Member Essentials training, which incorporates the following training units:

- Understanding Local Government;
- Conflicts of Interest;
- Serving on Council;
- Meeting Procedures and Debating; and
- Understanding Financial Report and Budgets.

Council's preferred provider for the training is the WA Local Government Association (WALGA).

All units and associated costs will be paid for by the Shire. The training must be completed by 30 June in the year immediately following the Elected Member's election and is valid for a period of five (5) years.

Pursuant to Local Government Act 1995, the Shire will publish on its website the training undertaken by all Elected Members within one month after the end of the financial year.

It is Council's preference that the training is undertaken via the eLearning method, which is a more cost-efficient form of delivery. However, it is acknowledged that there may be Elected Members who prefer to receive training face-to-face in the region or in the Perth metropolitan area.

### 2.12.3 Procedures

Considerations for approval of the training or professional development activity include:

- The costs of attendance, including registration, travel and accommodation, if required;
- The Budget provisions allowed and the uncommitted or unspent funds remaining;
- Any justification provided by the applicant when the training request is submitted for approval;

- The benefits to the Shire of the person attending;
- Identified skills gaps of Elected Members, both individually and has a collective;
- Alignment to the Shire's strategic objectives; and
- The number of Shire representatives already approved to attend.

Consideration of attendance at training or professional development courses, other than the online Council Member Essentials, or Diploma in Local Government (Elected Member) (payment in arrears on successful completion of each unit), which are both deemed to be approved, are to be assessed as follows:

- Training for the Shire President must be approved by the Deputy Shire President, in conjunction with the Chief Executive Officer; and
- Training for Councillors must be approved by either the Council or the Shire President, in conjunction with the Chief Executive Officer.

Any expenditure commitments associated with training or professional development must be authorised through the Chief Executive Officer.

**Notes:** The Local Government Act 1995 determines that this policy may only be adopted or amended by absolute majority.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 2.13 Standards for CEO Recruitment, Performance and Termination

**Statutory Context:** Local Government Act 1995

- Section 39B – Adoption of Model of Standards

Local Government (Administration) Amendment Regulations 2021  
Local Government (Administration) Regulations 1996

**Corporate Context:** None

**Date Adopted:** 18 September 2025

Appendix 2.13.1 Adopted Standards for CEO Recruitment, Performance and Termination shall be considered part of this policy.

**Notes:** The Local Government Act 1995 determines that this policy may only be adopted or amended by absolute majority.

### Version Control:

1	Policy adopted on 18 September 2025.

## 2.14 Child Safe Awareness

<b>Statutory Context:</b>	Child Care Services Act 2007 Children and Community Services Act 2004 Civil Liability Act 2002 Equal Opportunity Act 1984 Freedom of Information Act 1997 Local Government Act 1995 Parliamentary Commissioner Act 1971 Public Interest Disclosure Act 2003 Public Sector Management Act 1994 Work Health and Safety Act 2020 Working with Children (Criminal Record Checking) Act 2004
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.1 Councillor Code of Conduct</li> <li>• 7.28 Employee Code of Conduct</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 2.14.1 Introduction

The Shire supports and values all children and young people. The Shire makes a commitment to support the safety and wellbeing of all children and young people, including protection from abuse. This Child Safe Awareness Policy is one of the ways the Shire demonstrates its commitment to being child safe and a zero-tolerance approach to child abuse.

This policy aims to reduce the risk of harm and child sexual abuse in our communities by encouraging child safe environments to be created and maintained. The Shire is committed to encouraging local organisations to be child safe and to ensure children are safe and empowered.

This Child Safe Awareness Policy has been developed in response to recommendation 6.12 of the Royal Commission into Institutional Responses to Child Sexual Abuse and recognises that the Shire is uniquely placed within the local community to demonstrate leadership by supporting organisations to be child safe and to protect children and young people from harm and abuse. The Shire will promote the safety and wellbeing of children across the community.

Consistent with the National Principles for Child Safe Organisations and the Commonwealth Child Safe Framework, this policy provides a framework that outlines the role of the Shire in supporting local organisations to be child safe through access to resources, awareness raising and sharing relevant information.

### 2.14.2 Scope

The safety and wellbeing of children is everyone's responsibility. This Child Safe Awareness Policy applies to all employees, volunteers, trainees, work experience students, interns and anyone else who undertakes work on behalf of the Shire, regardless of whether their work is related to children or young people. It applies to occupants of the Shire's facilities and venues, including visitors, contractors and suppliers.



### 2.14.3 Definitions

**Abuse:** Abuse is an act, or a failure to act, towards or on behalf of a child that may result in harm. It can occur on one occasion or multiple occasions. Sometimes, the impact of multiple events leads to harm that becomes cumulative in nature. Types of abuse include physical, emotional and sexual abuse and neglect.

**Child/Children:** Means a person under 18 years of age, and in the absence of positive evidence as to age, means a person who appears to be under 18 years of age.

**Child Safe Organisation:** is defined in the Royal Commission Final Report as one that:

- creates an environment where children's safety and wellbeing are at the centre of thought, values and actions;
- places emphasis on genuine engagement with, and valuing of, children and young people;
- creates conditions that reduce the likelihood of harm to children and young people;
- creates conditions that increase the likelihood of identifying any harm; and
- responds to any concerns, disclosures, allegations, or suspicions of harm. (Note: in the context of Local Governments, this would involve referring concerns to the Department of Communities or WA Police to respond as appropriate.)

Implementation of the National Principles for Child Safe Organisations gives effect to the above.

**Child safe:** For the purpose of this policy, child safe means protecting the rights of children and young people to be safe by taking actions that can help prevent harm and abuse.

**Harm:** Harm, in relation to a child, means any detrimental effect of a significant nature on the child's wellbeing, whether caused by a single act, omission or circumstance; or a series or combination of acts, omissions or circumstances.

**Wellbeing:** Wellbeing of children and young people includes the care, development, education, health and safety of children and young people.

### 2.14.4 Policy Principles

- The rights of children and young people are upheld.
- Children and young people are respected, listened to, and informed about their rights.
- Children and young people have the fundamental right to be safe and cared for.
- Children and young people have the right to speak up, be heard and be taken seriously, without the threat of negative consequences.
- The safety and best interests of children and young people are a primary consideration when making decisions that concern them.
- Access to trusted and reliable information, including the National Principles for Child Safe Organisations, helps support organisations to understand what they must do to help reduce the risk of harm and abuse.
- Communities are informed and involved in promoting the safety and wellbeing of children and young people, including protection from harm.
- Collaboration with the community and our partners promotes the safety, participation and empowerment of all children and young people.

#### 2.14.5 Policy Functions

The Shire of Bruce Rock will ensure the following functions of this policy are resourced and assigned to the relevant officers for implementation:

- Developing a process to deliver child safe messages (for example at the Shire's venues, grounds and facilities or events); and
- Connecting and supporting local community groups, organisations and stakeholders to child safe resources (including culturally safe and inclusive resources).

#### 2.14.6 Responsibilities

The Shire has a leadership role in our community to support relevant organisations to be child safe and promote child safe practices.

Although the Shire is not legally responsible for providing oversight of compliance with child safe practices, it will take any reasonable steps to engage with persons who utilise the Shire's facilities to operate in alignment with the Child Safe Awareness Policy.

The Shire's Chief Executive Officer will determine which roles across the organisation will directly support the implementation of the Child Safe Awareness Policy, and provide administrative resources and training to employees, where required, to ensure its success.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 2.15 Executive Instructions

**Statutory Context:** Local Government Act 1995

**Corporate Context:** None

**Date Adopted:** 18 September 2025

### 2.15.1 Introduction

The Local Government Act 1995 sets out the roles of Council and the Chief Executive Officer, and states that these roles are separate, and that this separation is to be respected by Council. The Act makes it clear that the Chief Executive Officer is responsible for managing the Local Government's administration and operations.

### 2.15.2 Requirement to create Executive Instructions

To assist the Chief Executive Officer in the discharge of their duties under the Act, Council requires that the Chief Executive Officer develop and maintain a set of Executive Instructions detailing the specific actions required in relation to a range of matters for which the Chief Executive Officer is responsible for. Council reserves the right to require the Chief Executive Officer to create an Executive Instruction regarding a particular matter. Furthermore, Council may impose further requirements on the contents of these Executive Instructions, provided that such requirements are consistent with legislation, in order to fulfil its obligations to set the strategic direction of the Shire.

While Council may require the Chief Executive Officer to develop and maintain Executive Instructions about a particular matter, nothing in this policy should be read as preventing the Chief Executive Officer from creating and maintaining Executive Instructions on any other matter that falls within the scope of their duties, with or without input from Council.

### 2.15.3 Communication of Executive Instructions

The Chief Executive Officer is required to provide a copy of the Executive Instructions to Council at least annually at Council Information Sessions. The Chief Executive Officer may provide an update on any or all of the Executive Instructions at any time.

The Chief Executive Officer is required to provide a copy of the Executive Instructions to all employees, and to inform all employees of any changes to the Executive Instructions. Furthermore, a copy of the Executive Instructions should be easily accessible to employees at all times.

### 2.15.4 Minimum Requirements

All Executive Instructions must be consistent with both legislation and this Council Policy Manual. Should there be any inconsistencies, both legislation and this Policy Manual override the section/s of the Executive Instruction.

### 2.15.5 Chief Executive Officer to Amend

Only the Chief Executive Officer may create, amend or revoke an Executive Instruction. The Chief Executive Officer may direct another employee to assist in the creation and upkeep of Executive Instructions. However, all changes must be approved and subsequently communicated by the Chief Executive Officer.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 2.16 Petitions

**Statutory Context:** Local Government Act 1995

**Corporate Context:** None

**Date Adopted:** 18 September 2025

### 2.16.1 Introduction

The Shire recognises that petitions are one way in which members of the community may choose to express their views or concerns. Furthermore, the Shire recognises that petitions serve the purpose of informing the Council of the views of particular subsections of the community, as well as placing matters of community concern before the Council.

Electors of the Shire may petition the Council to take some form of action over a particular issue. For example, petitions may ask the Council to change an existing policy, Local Law or decision, or for the Council to take action for a certain purpose or for the benefit of particular persons. The subject of the petition must therefore be a matter on which the Council has the power to act.

This policy sets out the standards and requirements for petitions and the process for responding to matters raised.

### 2.16.2 Scope

This policy applies to all petitions to the Shire, other than requests for the calling for special meetings under section 5.28 of the Local Government Act 1995.

### 2.16.3 Principles

The Shire will uphold the following principles when dealing with petitions:

- Petitions to the Shire will be received in a positive manner;
- A response to a petition will be made in a timely manner;
- Any response to a petition will actively seek positive outcomes that accommodate, as much as possible, the concerns of the petitioners, provided that a response can be delivered in a way that is consistent with the Shire's budget decisions, policies, legislative compliance, and the overall strategic direction of the Shire; and
- If a petition relates to a matter currently under consideration by the Council for decision, or to a matter currently being consulted upon, the petition information will be included as an input into any report to Council on that process.

### 2.16.4 Preparing and Presenting a Petition

To be presented to Council, a petition is to:

- be addressed to the President of the Shire;
- be made by electors of the district;
- state the request on each page of the petition;
- contain the name, address and signature of each elector making the request;

- contain the date each elector signed;
- contain a summary of the reasons for the request; and
- state the name of the person to whom, and an address at which, notice to the petitioners can be given.

Furthermore, the petition must be in the form prescribed by the Local Government Act 1995 and the Local Government (Constitution) Regulations 1996, if it is:

- a proposal to change the method of filling the office of President;
- a proposal to create a new district or the boundaries of the Local Government;
- a request for a poll on a recommended amalgamation;
- a submission about changes to wards, the name of a district or ward, or the number of Councillors for a district or ward; and
- a petition for a Citizens' Initiated Referendum.

The petition should:

- as far as practicable, be prepared in the prescribed form;
- be respectful and temperate in its language, and not contain language disrespectful to Council;
- be legible;
- not contain any alterations; and
- not have any letters or other documents attached to it; however, a covering letter is permissible.

#### 2.16.5 Petition Signature Requirements

Under this policy, for a petition to be representative of public feeling and to be considered by Council, it is to be signed by at least 100 electors. Although anyone can sign a petition, only Shire electors will be recorded in the official signature count. An elector is a person who owns or occupies rateable property within the Shire and is eligible to vote in Local Government and State Government Elections.

All the signatures on a petition must meet the following requirements:

- every signature must be written on a page bearing the terms of the petition, or the action requested by the petition;
- signatures must not be copied, pasted or transferred on to the petition, nor should they be placed on a blank page on the reverse of a sheet containing the terms of the petition; and
- each signature must be made by the person signing in their own handwriting.

#### 2.16.6 Petition Presentation

A petition can only be presented to Council at an Ordinary Council Meeting by the Shire President, a Councillor or the Chief Executive Officer. The person initiating the petition is to forward the petition to the Chief Executive Officer, Shire President or a Councillor prior to the commencement of the Ordinary Council Meeting at which they would like the petition presented. The presentation of a petition does not mean that the person presenting the petition agrees with its content.

#### 2.16.7 Receipt of, and Response to, Petitions

At Item 6 of the Order of Business on the Agenda, the Councillor or the Chief Executive Officer presenting the petition will read out the name and address of the initiator of the petition, a summary of the reasons for the petition, along with the number of signatures collected (where possible), with only electors of the Shire being included in this count.



When the petition is received, no discussion or voting on the subject matter of the petition will take place, and the petition will be referred to the Chief Executive Officer for appropriate action. The meeting is not to vote on any matter that is the subject of a petition presented to that meeting, unless:

- The matter is the subject of a report included in the agenda; or
- The Council has considered the issues raised in the petition.

Every petition presented will be referred to a representative of the Chief Executive Officer responsible for the matter. An update report will be presented to the next Ordinary Meeting of Council identifying the action undertaken, or proposed to be taken, in response, for consideration by the Council.

Formal feedback via a letter from the Shire President or, if the Shire President agrees, the Chief Executive Officer will be made to the initiator of the petition. In accordance with section 2.8 of the Local Government Act 1995, no other Councillor or employees member may respond to a petition.

#### 2.16.8 Petitions are Public Documents

The initiator and signatories of a petition should be aware that all petitions tabled at Council meetings are public documents, which may be inspected by members of the public at any time. This is provided for under section 5.94(p)(i) of the Local Government Act 1995.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 2.17 Elected Member Uniform Entitlements

**Statutory Context:** Local Government Act 1995

**Corporate Context:** None

**Date Adopted:** 18 September 2025

### 2.17.1 Introduction

The purpose of this policy is to outline the Shire supplied uniform entitlements of Elected Members. This policy replaces any ad-hoc arrangements to ensure fiscal responsibility and to allow consistent budget allocations.

### 2.17.2 Uniform Entitlements: Elected Members

Upon election, each Elected Member shall be entitled to:

- One long sleeve business shirt;
- One short sleeve business shirt;
- One polo shirt;
- One jacket; and
- Either a tie or scarf.

Elected Members are entitled to an additional item of each of the above after each ordinary election cycle.

### 2.17.3 Uniform Entitlements: Shire President and Deputy Shire President

To reflect the additional attendance requirements at regional conferences and events, the Shire President and Deputy Shire President shall each be entitled to an additional long sleeve business shirt, short sleeve business shirt and polo shirt. These shall be provided only after their first election in either role, but not subsequent elections.

### 2.17.4 Requests for Additional Uniforms

Should any Elected Member require any additional or replacement uniform pieces, they may make a request in writing. This request must be jointly approved by the Shire President and the Chief Executive Officer. In cases where the Shire President is making the request, it must be jointly approved by the Deputy Shire President and the Chief Executive Officer.

#### Version Control:

1	Policy adopted on 18 September 2025.

### 3. Administration and Organisation

#### 3.1 Appointment of Acting Chief Executive Officer

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 5.37 – Senior employee or class of employee may be designated</li> <li>• Section 5.39C – Policy for temporary employment or appointment of CEO</li> <li>• Section 5.36(2) – Council to be satisfied that the person appointed as CEO is qualified</li> </ul> Local Government (Administration) Amendment Regulations 2021
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

##### 3.1.1 Introduction

In its guidance on this subject, the Department of Local Government, Sport and Cultural Industries notes:

*“Where the role of CEO is not fulfilled for a significant period, this leads to increased risk to the operations and governance of the local government. Therefore, local governments are required to develop and implement a policy that outlines the arrangements to temporarily replace a CEO for any period less than twelve months, for example, when a CEO is on planned or unplanned leave. The policy must include the decision-maker(s) for appointing an acting CEO.*

*As an example, the policy may include employee position titles, specifying that the Council considers a person holding these positions to be suitably qualified and experienced for the position of CEO. In addition, the policy should also include a methodology for the CEO to appoint an Acting CEO from the listed positions for a period of absence of up to four weeks; however, any decision regarding the appointment of an Acting CEO for any period exceeding four weeks must be made by the council. The policy must be made available on the local government’s official website”.*

##### 3.1.2 Process

While the Chief Executive Officer is taking leave, a member of the senior management team is to be recommended to Council to be approved to fulfil the Chief Executive Officer’s role during this period.

If the Chief Executive Officer’s absence is known or thought to be likely to extend beyond the Chief Executive Officer’s usual leave entitlement, and up to one year, then the following process should be followed:

- The Manager of Governance and Community Services, the Manager of Works and Services, the Manager of Finance and the Manager of Strategic Business Development are all recognised as Senior Employees, and as being capable of fulfilling the role of Chief Executive Officer on an acting basis for up to one year.
- The Manager of Governance and Community Services, the Manager of Works and Services, the Manager of Finance or the Manager of Strategic Business Development can be appointed to be Acting Chief Executive Officer for a period of up to one year.
- If this is not possible or not deemed appropriate in the circumstances, then Council will initiate a recruitment process to fill the role of Temporary Chief Executive Officer for up to one year. While this process

is taking place, an Acting Chief Executive Officer may be appointed from among the senior officers until the Temporary Chief Executive Officer is recruited.

- In all of the above examples, Council is the decision-making body.

**Notes:** The Local Government Act 1995 requires that matters relating to the appointment of a temporary or acting Chief Executive Officer may only be adopted or amended by absolute majority.

**Version Control:**

1	Policy adopted on 18 September 2025.

### 3.2 Flag Flying

**Statutory Context:** Flags Act 1953 (Commonwealth)

**Corporate Context:** None

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the flying of flags, which is to include, but is not limited to:

- Recognising the authority of the National Flag Flying Protocols;
- Detailing which flags are to be flown on any given day;
- Detailing which flags are to be flown on special occasions;
- Outlining half-masting procedures; and
- Any other related matters.

**Notes:** Refer to the National Flag Flying Protocols.

#### Version Control:

1	Policy adopted on 18 September 2025.

### 3.3 Amendments to Council Policy

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>Section 2.7(2)(b) A role of a local Council is to determine the local government's policies</li> </ul>
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to maintain the official copy of the Council Policy Manual, updated as soon as possible after each resolution of Council.

Additions, deletions or alterations to Council Policy shall only be made by specific Council resolution stating:

- the current Council Policy number if an amendment or deletion;
- the proposed policy number to clearly indicate functional area if a new Council Policy; and
- proposed wording and justification for the amendment, deletion or adoption.

**Notes:** The purpose of policy documents is to enable the effective and efficient management of Council resources, and to assist employees and Council achieve a fair and equitable decision-making process. Written policies also enable the community to be aware of the reasoning behind administrative and Council decisions, and to be familiar with the philosophy behind individual decisions.

#### Version Control:

<b>1</b>	Policy adopted on 18 September 2025.

### 3.4 Information and Communications Technology Usage

**Statutory Context:** Local Government Act 1995

**Corporate Context:** Council Policy Manual

- 3.5 Social Media
- 7.1 Disciplinary Action

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the use of information and communication technology, which is to include, but is not limited to:

- Employees, consultants or contractors entitled to have access to information and communication technology;
- General use of information and communication technology resources;
- Unacceptable use;
- Security and proprietary information;
- System and network activities;
- email activities;
- Remote access;
- Provision of mobile phones and information/communication devices;
- Department of Transport licencing; and
- Consequences of breach of the Executive Instruction.

**Version Control:**

1	Policy adopted on 18 September 2025.



### 3.5 Social Media

**Statutory Context:** Local Government Act 1995

**Corporate Context:** Council Policy Manual

- 3.4 Information and Communications Technology Usage
- 7.1 Disciplinary Action

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding social media, which is to include, but is not limited to:

- Application to all employees, volunteers and contractors;
- Use of social media for Shire purposes to be specifically authorised by the Chief Executive Officer, or by persons authorised by the Chief Executive Officer;
- Limitations on private use of Shire corporate sites;
- Use of any site to comment on Shire related matters, in particular if such comment is considered to be bullying, harassing or derogatory in nature, or if it damages the Shire reputation, will make the employee liable to disciplinary action;
- Consequences of a breach of the Executive Instruction.

**Version Control:**

1	Policy adopted on 18 September 2025.

### 3.6 Shire Logo and Motto

<b>Statutory Context:</b>	Copyright and intellectual property laws
<b>Corporate Context:</b>	Shire of Bruce Rock Corporate Style Guide
<b>Date Adopted:</b>	18 September 2025

#### 3.6.1 Introduction

The Chief Executive Officer is to prepare and maintain a Style Guide regarding the use of the Shire logo and motto, which is to include, but is not limited to:

- The use of the adopted logo, colours and fonts;
- Formatting; and
- The use of the Shire motto.

#### 3.6.2 Logo

The primary logo of the Shire is the one displayed below:



The logo should be used:

- On all Shire publications, letterheads and promotional materials; and
- Where the Shire has provided sponsorship or support for a program, activity or advertisement.

#### 3.6.3 Private Use of the Logo

Private use of the logo is not permitted unless:

- The approval of the Chief Executive Officer has been obtained; and
- There is an identifiable benefit to the Shire or community through acknowledgement of support or promotion of the area.

Approval for private use of the logo may be withdrawn at any time if the use is considered to be inappropriate.

#### 3.6.4 Permitted Variations

Permitted variations to the logo are:

- Those outlined in the corporate style guide;
- Text in an alternative position;
- Tag line colour may vary in order to be more visible; and
- Any other variations permitted by the Chief Executive Officer.

All variations, other than those found in the corporate style guide, must be approved by the Chief Executive Officer before use.

### 3.6.5 Motto

The motto “*Where friends become family*”, is to be used with either the Shire’s logo or with the preamble words “*Shire of Bruce Rock*” or “*Bruce Rock*”. The motto should be used, where appropriate:

- On all Shire publications, letterheads, promotional materials, and television and social media campaigns; and
- Where the Shire has provided sponsorship or support for a program, activity or advertisement.

#### Version Control:

1	Policy adopted on 18 September 2025.

### 3.7 Risk Management

<b>Statutory Context:</b>	Work Health and Safety Act 2020 Local Government (Audit) Regulations 1996 <ul style="list-style-type: none"> <li>Regulation 17 – CEO to review risk management and report to Audit Committee</li> </ul>
<b>Corporate Context:</b>	Audit and Risk Committee Risk Management Procedures and Framework Strategic and Operational Risk Registers
<b>Date Adopted:</b>	18 September 2025

#### 3.7.1 Introduction

The objective of the Shire’s Risk Management Policy is to identify potential risks before they occur, so that opportunities can be realised, and impacts can be minimised, to ensure the Shire achieves its strategic and corporate objectives efficiently, effectively and within good corporate governance principles.

More specifically, the objectives of this policy are as follows:

- Optimise the achievement of our vision, mission, values, strategies, goals and objectives.
- Align with, and assist with, the implementation of Shire policies.
- Provide transparent and formal oversight of the risk and control environment to enable effective decision making.
- Reflect risk versus return within our risk appetite.
- Embed appropriate and effective controls to mitigate risk.
- Achieve effective corporate governance and adherence to relevant statutory, regulatory and compliance obligations.
- Enhance organisational resilience.
- Identify and provide for the continuity of critical operations.

#### 3.7.2 Overarching Policy

It is the Shire’s policy to strive to achieve the best practice it can (aligned with AS/NZS ISO 31000:2018 Risk management) in the management of all risks that may affect the Shire, its customers, people, assets, functions, objectives, operations or members of the public.

Risk management functions will be resourced to match the size and scale of the Shire’s operations, will form part of the strategic, operational, project and line management responsibilities, and will be incorporated within the Shire’s Risk Management Framework and Integrated Planning Framework.

This policy applies to Council, the Shire’s management team and all employees and contractors involved in Shire operations.

The Shire’s management team will determine and communicate the Risk Management Policy, objectives and procedures, as well as direct and monitor their implementation, practice and performance.

Every employee within the Shire is recognised as having a role in risk management from the identification of risks to implementing risk treatments, and shall be invited and encouraged to participate in the process.

Consultants may be retained at times to advise and assist in the risk management process, or management of specific risks or categories of risk.

### 3.7.3 Definitions

**Risk:** Effect of uncertainty on objectives.

Note 1: An effect is a deviation from the expected either positive or negative.

Note 2: Objectives can have different aspects (such as financial, health and safety and environmental goals) and can apply at different levels (such as strategic, operational, organisation-wide, project, product or process).

**Risk Management:** Coordinated activities to direct and control an organisation with regard to risk.

**Risk Management Process:** Systematic application of management policies, procedures and practices to the activities of communicating, consulting, establishing the context, identifying, analysing, evaluating, treating, monitoring and reviewing risk.

### 3.7.4 Risk Appetite

The Shire quantified its risk appetite through the development and endorsement of the Shire's Risk Assessment and Acceptance Criteria. The criteria are included within the Risk Management Framework and are subject to ongoing review in conjunction with this policy.

All organisational risks are to be assessed according to the Shire's Risk Assessment and Acceptance Criteria to allow consistency and informed decision making. For operational requirements, such as projects, or to satisfy external stakeholder requirements, alternative risk assessment criteria may be utilised. However, these cannot exceed the Shire's appetite and are to be noted within the individual risk assessment.

### 3.7.5 Roles, Responsibilities and Accountabilities

The Chief Executive Officer is responsible for the:

- Implementation of this policy;
- Measurement and reporting on the performance of risk management; and
- Review and improvement of this policy at least annually and the Shire's Risk Management Framework at least every three years, or in response to a material event or change in circumstances.

### 3.7.6 Monitor and Review

The Shire will implement and integrate a monitor and review process to report on the achievement of the risk management objectives, the management of individual risks, and the ongoing identification of issues and trends. This policy will be kept under review by the Shire's management team and its employees. It will be formally reviewed annually.

#### Version Control:

1	Policy adopted on 18 September 2025.

### 3.8 Record Keeping

<b>Statutory Context:</b>	State Records Act 2000 Freedom of Information Act 1992
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.5 Elected Member Records – Capture and Management</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding record keeping, which is to include, but is not limited to:

- Acknowledging the importance of the State Records Act 2000 and instructions from the State Records Office;
- The creation, capture and control of records;
- The security and protection of records;
- Access to records; and
- The appraisal, retention and disposal of records.

#### Version Control:

1	Policy adopted on 18 September 2025.

### 3.9 Customer Service

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

#### 3.9.1 Executive Instruction

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding this matter, which is to include, but is not limited to:

- The expectations of employees when interacting with external stakeholders;
- Guidelines for providing high quality customer service;
- A complaints mechanism for dissatisfied customers;
- A prescribed complaints form;
- A disciplinary process for breaches;
- Procedures to deal with customers who compromise employee safety or wellbeing; and
- Goals for response times to phone calls, emails and in person inquiries.

#### 3.9.2 Community Standards and Access

This Executive Instruction must align with community standards regarding high quality service. This Executive Instruction must either:

- Be posted on the Shire's website; and/or
- A portion of the website should have information regarding the Shire's customer service expectations and a downloadable complaints form.

#### Version Control:

1	Policy adopted on 18 September 2025.



### 3.10 Use of Shire Drone

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the use of the Shire drone, which is to include, but is not limited to:

- Which employees are permitted to operate the Shire's drone;
- Procedures regarding acceptable usage;
- Aviation legislation; and
- A disciplinary process for breaches.

**Version Control:**

1	Policy adopted on 18 September 2025.

### 3.11 Execution of Documents

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 9.49A – Execution of documents</li> <li>• Section 9.49B – Contract formalities</li> <li>• Section 9.49 – Documents, how authenticated</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.7 Affixing the Common Seal</li> </ul>
<b>Date Adopted:</b>	18 September 2025

#### 3.11.1 Introduction

The purpose of this policy is to provide a general authorisation to the Chief Executive Officer in order to enable them to sign documents on behalf of the Shire. This policy only applies to documents that do not require the use of the Common Seal.

#### 3.11.2 Statutory Context

Section 9.49A of the Local Government Act 1995 (Act) allows the Council to authorise the Chief Executive Officer to sign documents on behalf of the Shire, either generally or with specific restrictions via a resolution. In addition to this, Section 9.49 states that, unless otherwise required by the Act, all documents are sufficiently authenticated without the use of the Common Seal, if they are signed by the Chief Executive Officer.

#### 3.11.3 Authority to Sign

Pursuant to Section 9.49A of the Act, the Council hereby authorises the Chief Executive Officer to sign documents on behalf of the Shire via the adoption of this policy (which has been passed by a Council Resolution). This authority is a general authority with the following exceptions:

- The Chief Executive Officer is not permitted to sign documents on behalf of the Shire that require the Common Seal; and
- The Chief Executive Officer is not permitted to sign documents authorising spending contrary to budget parameters or limitations.

#### 3.11.4 Authority is Non-Transferrable

While the Act allows Council to authorise other persons to sign on behalf of the Shire, it has elected not to do so. The Chief Executive Officer may not transfer their authority to sign documents on behalf of the Shire unless:

- Authorised by a specific resolution of Council; or
- Authorised in accordance with Policy 4.4 Signing Purchase Orders.

Nothing in this section should be read as preventing other employees from signing documents under their own authority in the normal discharge of their duties.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 4. Financial Management

### 4.1 Purchasing

<b>Statutory Context:</b>	Local Government (Functions and General) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 1A – Purchasing policy required, and matters to be addressed</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.7 Affixing the Common Seal</li> <li>• 4.2 Regional Price Preference</li> <li>• 4.4 Signing Purchase Orders</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Shire is committed to applying the objectives, principles and practices outlined in this policy to all purchasing activity, and to ensuring alignment with the Shire's strategic and operational objectives.

#### 4.1.1 Objectives

The Shire's purchasing activities will:

- Achieve best value for money that considers sustainable benefits, such as environmental, social and local economic factors;
- Foster economic development by maximising participation of local businesses in the delivery of goods and services;
- Use consistent, efficient and accountable purchasing processes and decision making, including competitive quotation processes, assessment of best value for money, and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- Comply with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, other relevant legislation, codes of practice, standards and the Shire's policies and procedures;
- Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire;
- Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management Framework;
- Ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan; and
- Ensure confidentiality that protects commercial-in-confidence information, and only releases information where appropriately approved.

#### 4.1.2 Ethics and Integrity

The Shire's Codes of Conduct apply when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity, and to act in an honest and professional manner at all times.

#### 4.1.3 Value for Money

The Shire will apply value for money principles in critically assessing purchasing decisions, and acknowledges that the lowest price may not always be the most advantageous.

#### 4.1.4 Assessing Value for Money

The value for money assessment will consider the following factors:

- All relevant "total costs of ownership" and benefits, including transaction costs associated with the acquisition, delivery and distribution, and other costs such as, but not limited to, holding costs, consumables, deployment, training, maintenance and disposal. The potential for contract extensions should be included within the "total costs of ownership".
- The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes, but is not limited to, an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, and ease of communications.
- The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective supplier in terms of managerial and technical capabilities and compliance history.
- A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this policy, where practicable.
- The safety requirements and standards associated with both the product design and the specification offered by suppliers, and the evaluation of risks arising from the supply, operation and maintenance.
- The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this policy and any other relevant Shire policy, including Local Economic Benefit.
- Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s, and the goods or services required.

#### 4.1.5 Purchasing Thresholds and Practices

##### 4.1.5.1 Defining the Purchasing Value

The Shire will apply reasonable and consistent methodologies to assess and determine purchasing values, which ensure:

- the appropriate purchasing threshold and practice are applied in all purchasing activities; and
- wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities, where the requirements are able to be provided by a single supplier.

A **category of supply** can be defined as groupings of similar goods or services with common supply and demand drivers, market characteristics, or suppliers.

#### 4.1.5.2 Strategic Purchasing Value Assessments

The Shire will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire will have continuing need, and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

The assessment of aggregated expenditure for the same category of supply capable of being supplied by a single supplier will determine the purchasing value threshold applicable to future purchasing activity.

#### 4.1.5.3 Individual Purchasing Value Assessments

In any case, where there is no relevant current contract, each purchasing activity is to assess the purchasing value based upon the following considerations:

- Exclusive of Goods and Services Tax (GST).
- The estimated total expenditure for the proposed supply, including the value of all contract extension options and, where applicable, the total cost of ownership considerations.
- The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements.
- Requirements must not be split to avoid purchasing or tendering thresholds<sup>1</sup>.

The calculated estimated purchasing value will determine the applicable threshold and purchasing practice to be undertaken.

### Tables of Purchasing Thresholds and Practices

#### Supplier Order of Priority

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

<b>Priority 1</b>	<b>Existing Prequalified Supplier Panel or Other Contract</b>  Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire's supply requirements can be met through the existing contract.
<b>Priority 2</b>	<b>Local Suppliers</b>  Where the purchasing value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that, wherever possible, quotations are obtained from local suppliers permanently located within the district as a first priority, and those permanently located within surrounding districts as the second priority.  If no relevant local supplier is available, then a relevant WALGA PSA may be used.
<b>Priority 3</b>	<b>Tender Exempt – WALGA PSA</b>  Use a relevant WALGA PSA, regardless of whether or not the purchasing value will exceed the tender threshold.  However, if a relevant PSA exists, but an alternative supplier is considered to provide best value, then the Chief Executive Officer, or an officer authorised by the Chief Executive Officer, must approve the alternative supplier.

<sup>1</sup> Regulation 12 of the Local Government (Functions and General) Regulations 1996.

Priority 4	<p>Reasons for not using a PSA may include:</p> <ul style="list-style-type: none"> <li>the availability of a local supplier (that is not within the PSA); or</li> <li>social procurement – preference to use Aboriginal business or Disability Enterprise.</li> </ul> <p>If no relevant WALGA PSA is available, then a relevant State Government Common Use Arrangement (CUA) may be used.</p>
	<p><b>Tender Exempt – WA State Government CUA</b></p> <p>Use a relevant CUA, regardless of whether or not the purchasing value will exceed the tender threshold.</p> <p>However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the Chief Executive Officer, or an officer authorised by the Chief Executive Officer.</p> <p>If no relevant CUA is available, then a Tender Exempt<sup>2</sup> arrangement may be used.</p>
Priority 5	<p><b>Other Tender Exempt Arrangement</b></p> <p>Regardless of whether or not the purchasing value will exceed the tender threshold, the Shire will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that, wherever possible, quotations are obtained from a Western Australian Disability Enterprise and/or an Aboriginal Owned Business that is capable of providing the required supply.</p>
Priority 6	<p><b>Other Suppliers</b></p> <p>Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with the relevant purchasing practice for the purchasing value threshold, as specified in the table below.</p>

### Purchasing Practice by Purchasing Value Threshold

The purchasing value, assessed in accordance with this policy, determines the purchasing practice to be applied to the Shire's purchasing activities.

Purchase Value Threshold ( <i>ex GST</i> )	Purchasing Practice
Up to \$500 ( <i>ex GST</i> )	<p>Direct purchase from supplier, with no sourcing or recording of quotes required.</p> <p>Invoice to be sourced and recorded as proof of purchase.</p>
\$501 to \$4,999 ( <i>ex GST</i> )	<p>Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority of this policy. Use the Simple Procurement Form (Appendix 4.1.1) or raise a 'quick purchase order' within the Shire's Altus procurement software. If using the Simple Procurement Form, Section D of the form is optional.</p> <p>The purchasing decision is to be evidenced in accordance with the Shire's Record Keeping Plan.</p>
From \$5,000 and up to	<p>Seek at least three (3) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority of this policy.</p>

<sup>2</sup> Regulation 11(2) of the Local Government (Functions and General) Regulations 1996.

Purchase Value Threshold ( <i>ex GST</i> )	Purchasing Practice
\$19,999 ( <i>ex GST</i> )	<p>If purchasing from a WALGA PSA, State Government CUA or other tender exempt arrangement, a minimum of one (1) written quotation is to be obtained.</p> <p>The purchasing decision is to be based upon assessment of the suppliers' response to:</p> <ul style="list-style-type: none"> <li>• A brief outline of the specified requirements for the goods, services or works sought; and</li> <li>• Value for money criteria, not necessarily the lowest price.</li> </ul> <p>The purchasing decision is to be evidenced using the Simple Procurement Form, or through the Shire's Altus procurement software. If using the form, all sections must be completed and retained in accordance with the Shire's Record Keeping Plan. If using the Altus software, Sections D and E of the form must be completed and attached to the quote in Altus.</p>
From \$20,000 and up to \$39,999 ( <i>ex GST</i> )	<p>Seek at least three (3) written quotations from suitable suppliers by invitation using the Request for Quotation form (Appendix 4.1.2) in accordance with the Supplier Order of Priority of this policy.</p> <p>The purchasing decision is to be based upon assessment of the suppliers' responses to:</p> <ul style="list-style-type: none"> <li>• A detailed written specification for the goods, services or works sought; and</li> <li>• Pre-determined selection criteria that assess all best and sustainable value considerations.</li> </ul> <p>The purchasing decision is to be evidenced using the Simple Procurement Form, and retained in accordance with the Shire's Record Keeping Plan. A Procurement Plan (Appendix 4.1.3) and Contract Management Plan (Appendix 4.1.4) are recommended, but not mandatory.</p>
From \$40,000 and up to \$249,999 ( <i>ex GST</i> )	<p>A Procurement Plan must be conducted at the start of the procurement process.</p> <p>Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority of this policy.</p> <p>The purchasing decision is to be based upon assessment of the suppliers' response to:</p> <ul style="list-style-type: none"> <li>• A detailed written specification for the goods, services or works sought; and</li> <li>• Pre-determined selection criteria that assess all best and sustainable value considerations.</li> </ul> <p>The procurement decision is to be evidenced using the Evaluation Report Template (Appendix 4.1.5), and retained in accordance with the Shire's Record Keeping Plan.</p>
\$250,000 or over ( <i>ex GST</i> )	<p><b>Tender Exempt</b> arrangements (i.e. WALGA PSA, State Government CUA or other tender exemption under regulation 11(2) of the Local Government (Functions and General) Regulations 1996) require at least three (3) written responses from suppliers by invitation under a formal Request for Tender (Appendix 4.1.6) in accordance with the Supplier Order of Priority of this policy.</p> <p><u>OR</u></p> <p><b>Public Tender</b> undertaken in accordance with the Local Government Act 1995 and relevant Shire policy and procedures.</p> <p>The Tender Exempt or Public Tender purchasing decision is to be based on the suppliers' response to:</p> <ul style="list-style-type: none"> <li>• A detailed specification; and</li> <li>• Pre-determined selection criteria that assess all best and sustainable value considerations.</li> </ul>

Purchase Value Threshold ( <i>ex GST</i> )	Purchasing Practice
	The purchasing decision is to be evidenced using the Evaluation Report Template, and retained in accordance with the Shire's Record Keeping Plan.
Emergency Purchases ( <i>Within Budget</i> )	<p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>If there is no existing Panel or contract, then the Supplier Order of Priority will apply wherever practicable.</p> <p>However, where due to the urgency of the situation, a contracted or tender exempt supplier is unable to provide the emergency supply <u>OR</u> compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. An emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice.</p> <p>The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's Record Keeping Plan.</p>
Emergency Purchases ( <i>No Budget Allocation Available</i> )	<p>Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with section 6.8 of the Local Government Act 1995, the Shire President must authorise, in writing, the necessary budget adjustment prior to the expense being incurred.</p> <p>The Chief Executive Officer is responsible for ensuring that an authorised emergency expenditure under section 6.8 is reported to the next Ordinary Council Meeting.</p> <p>The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.</p>
LGIS Services Section 9.58(6)(b) of the Local Government Act 1995	<p>The suite of Local Government Insurance Service (LGIS) insurances are established in accordance with section 9.58(6)(b) of the Local Government Act 1995, and are provided as part of a mutual, where WALGA Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance services is available as a member-base service and is not defined as a purchasing activity subject to this policy.</p> <p>Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this policy is required.</p>

#### 4.1.5.4 Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets;
- A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with section 6.8 of the Local Government Act 1995 and regulation 11(2)(a) of the Local Government (Functions and General) Regulation 1996; or



- a State of Emergency declared under the Emergency Management Act 2005 and therefore, regulations 11(2)(aa)<sup>3</sup>, (ja)<sup>4</sup> and (3)<sup>5</sup> of the Local Government (Functions and General) Regulations 1996 apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance, to allow sufficient time for planning and scoping proposed purchases, and to then obtain quotes or tenders, as applicable.

#### 4.1.5.5 Inviting Tenders though Not Required to Do So

The Shire may determine to invite Public Tenders, despite the estimated purchase value being less than the \$250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement, and the use of a public tender process will enhance value for money, efficiency, risk mitigation and sustainable procurement benefits. In such cases, the tender process must comply with the legislative requirements.

#### 4.1.5.6 Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process<sup>6</sup> where the required supply evidences one or more of the following criteria:

- Unable to sufficiently scope or specify the requirement.
- There is significant variability for how the requirement may be met.
- There is potential for suppliers to offer unique solutions and/or multiple options for how the purchasing requirement may be obtained, specified, created or delivered.
- Subject to a creative element.
- Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information.

#### 4.1.5.7 Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required, or for any other reason, where it is unlikely that there is more than one potential supplier, may only be approved where the:

- Purchasing value is estimated to be over \$5,000;
- Purchasing requirement has been documented in a detailed specification;
- The specification has been extensively market tested, and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and

<sup>3</sup> "Tenders do not have to be publicly invited according to the requirements of this Division if [...] the supply of the goods or services is associated with a state of emergency or a COVID-19 declaration"

<sup>4</sup> "Tenders do not have to be publicly invited according to the requirements of this Division if the contract is a renewal or extension of the term of a contract (the original contract) where — (i) the original contract is to expire within 3 months; and (ii) the renewal or extension is for a term of not more than 12 months from the expiry of the original contract; and (iii) the contract for renewal or extension is entered into at a time when there is in force a state of emergency declaration or a COVID-19 declaration applying to the district, or part of the district, of the local government.

<sup>5</sup> "For the purposes of subregulation (2)(aa) a supply of goods or services is associated with a state of emergency if — (a) the contract for the supply is entered into while there is in force a state of emergency declaration applying to the district, or part of the district, of the local government; and (b) the local government considers that the goods or services are required for the purposes of addressing a need arising from the hazard, or from the impact or consequences of the hazard, to which the state of emergency declaration relates."

<sup>6</sup> Regulation 21 of the Local Government (Functions and General) Regulations 1996.

- Market testing process and outcomes of supplier assessments have been evidenced in records, inclusive of a rationale for why the supply is determined as unique, and why quotations or tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

A decision to approve a sole source of supply arrangement for a purchasing activity above the tender threshold must be made by Council resolution<sup>7</sup>, unless this function has been delegated to the Chief Executive Officer.

#### **4.1.5.8 Anti-Avoidance**

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of “splitting” the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

#### **4.1.6 Requests for Tender**

##### **4.1.6.1 Development of Requests for Tender**

The key principles in developing Requests for Tender are openness and transparency of the supplier selection process. This involves consideration of the following:

- The Tender process and the associated selection criteria will be well established, clearly communicated and observed by all parties to the process.
- The governance of the Tender process will be documented in the Request for Tender documents. Governance areas to be covered include:
  - Scope, content and format of Tenders;
  - Skills or experience required;
  - Evaluation criteria; and
  - Tender submission details.
- The Tender process will be clearly communicated to tenderers.

The Request for Tender will provide potential tenderers with the information required to understand the Shire’s needs and to submit their Tenders. The following information will be included in the Request for Tender:

- Conditions of Tendering, which will explain the rules governing the content and submission of Tenders, and the conduct of the Request for Tender process.
- Specification, which will provide the tenderer with a concise, logical and unambiguous description of the Shire’s requirements.
- General Conditions of Contract, which will be relevant to the goods and services being requested.
- Special Conditions of Contract, which will be used to add to or amend the General Conditions of Contract, or to highlight any special or unusual circumstances that are particular to the contract.
- Tenderer’s Offer, which will outline the terms and conditions agreed by the tenderer in submitting their offer.
- Selection criteria.

<sup>7</sup> Regulation 11(2)(f) of the Local Government (Functions and General) Regulations 1996.

Officers may require the assistance of the Manager of Governance and Community Services (and in their absence, the Governance and Grants Officer) to prepare the Request for Tender documentation.

#### 4.1.6.2 Evaluation of Tenders

Tenders must be opened with at least two authorised persons present. Furthermore, tenderers and members of the public must be permitted to attend.

Evaluation is a formal, documented stage of the procurement cycle. The evaluation process will enable responses to be compared and measured against the Tender criteria, so that the most advantageous tenderer can be identified. Evaluation will be a mechanism to make procurement decisions based on value for money, probity and fair dealing.

Tender Evaluation Panel Members must comply with the Code of Conduct for Tender Evaluation Panel Members (contained within the evaluation report), which requires Members to declare conflicts of interest and abide by their duty of confidentiality.

The Evaluation Panel shall include a Facilitator (usually the Manager of Governance and Community Services). The Facilitator is a non-voting Member of the Evaluation Panel, and their role is to:

- assist the Evaluation Panel in addressing any disagreements;
- provide the Evaluation Panel with advice and guidelines on procurement governance arrangements (legislation and policies);
- record all Evaluation Panel decisions in the relevant forms; and
- assist in the development of Contract Management Plans (where required).

The Evaluation Panel Members will be briefed on the evaluation process ahead of the Tender closing, and will receive training, if necessary. Copies of the tenders, scoring scale and any evaluation forms will be distributed to each Member.

Tenders will be checked to ensure conformance to all the requirements of the Tender, ensuring all mandatory criteria are met before the full evaluation is conducted. The Tender evaluation will be conducted using the Evaluation Report Template (Appendix 4.1.5).

#### 4.1.6.3 Contract Renewals, Extensions and Variations

Where a contract has been entered into as the result of a publicly invited Tender process, then regulation 21A of the Local Government (Functions and General) Regulation 1996<sup>8</sup> applies.

For any other contract, the contract must not be varied unless the variation:

- Is necessary in order for the goods or services to be supplied, and does not change the scope of the contract; or
- Is a renewal or extension of the term of the contract, where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this policy.

<sup>8</sup> "If a local government has entered into a contract for the supply of goods or services with a successful tenderer, the contract must not be varied unless — (a) the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or (b) the variation is a renewal or extension of the term of the contract as described in regulation 11(2)(j), (ja) or (jb)."

#### 4.1.7 Panels of Pre-qualified Suppliers

##### 4.1.7.1 Objectives

The Shire will consider creating a Panel of Pre-qualified Suppliers (Panel)<sup>9</sup> when a range of similar goods and services are required to be purchased on a continuing and regular basis.

Factors to consider in deciding to establish a Panel include the following:

- There are numerous potential suppliers in the local and regional procurement related market sector(s) that satisfy the test of value for money.
- The Panel will streamline and improve procurement processes.
- The Shire has the capability to establish a Panel and manage the risks and achieve the benefits expected of the proposed Panel through a Contract Management Plan (Appendix 4.1.4).

##### 4.1.7.2 Establishing and Managing a Panel

If the Shire decides that a Panel is to be created, it will establish the panel in accordance with the Local Government (Functions and General) Regulations 1996.

Panels will be established for one supply requirement, or a number of similar supply requirements under defined categories. This will be undertaken through an invitation of procurement process advertised via a State-wide notice. Panels may be established for a maximum of three (3) years. The length of time of a local Panel is decided with the approval of the Chief Executive Officer.

Evaluation criteria will be determined and communicated in the application process by which applications will be assessed and accepted.

In each invitation to apply to become a pre-qualified supplier, the Shire will state the expected number of suppliers it intends to put on the Panel.

If a Panel member leaves the Panel, the Shire will consider replacing that organisation with the next ranked supplier that meets or exceeds the requirements in the value for money assessment, subject to that supplier agreeing. The Shire will disclose this approach when establishing the Panel.

A Panel contract arrangement needs to be managed to ensure that the performance of the Panel contract and the Panel members under the contract are monitored and managed. This will ensure that risks are managed and expected benefits are achieved. A Contract Management Plan that outlines the requirements for the Panel contract and how it will be managed should be established.

##### 4.1.7.3 Distributing Work amongst Panel Members

To satisfy regulation 24AD(5) of the Local Government (Functions and General) Regulations 1996, when establishing a Panel of pre-qualified suppliers, the detailed information associated with each invitation to apply to join the Panel will prescribe one of the following as to whether the Shire intends to:

- Obtain quotations from each pre-qualified supplier on the Panel with respect to all discreet purchases;
- Purchase goods and services exclusively from any pre-qualified supplier appointed to that Panel, and under what circumstances; or
- Develop a ranking system for selection to the Panel, with work awarded in accordance with the Regulations.

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<sup>9</sup> The processes for the establishment and management of Panels of Pre-qualified Suppliers are set out in Division 3 of Part 4 of the Local Government (Functions and General) Regulations 1996.

In considering the distribution of work among Panel members, the detailed information will also prescribe whether:

- Each Panel member will have the opportunity to bid for each item of work under the Panel, with pre-determined evaluation criteria forming part of the invitation to quote to assess the suitability of the supplier for particular items of work, noting contracts under the pre-qualified Panel will be awarded on the basis of value for money in every instance; or
- Work will be awarded on a ranked basis, which is to be stipulated in the detailed information set out under regulation 24AD(5)(f) of the Local Government (Functions and General) Regulation 1996 when establishing the Panel.
  - The Shire will invite the highest ranked Panel member, who is to give written notice as to whether to accept the offer for the work to be undertaken.
  - Should the offer be declined, an invitation to the next ranked Panel member is to be made, and so forth until a Panel member accepts a contract.
  - Should the list of Panel members invited be exhausted with no Panel member accepting the offer to provide goods or services under the Panel, the Shire may then invite suppliers that are not pre-qualified under the Panel, in accordance with the Purchasing Thresholds stated in section 4.1.5.3 of this policy.
  - When a ranking system is established, the Panel will not operate for a period exceeding 12 months.

In every instance, a contract must not be formed with a pre-qualified supplier for an item of work beyond 12 months, which includes options to extend the contract.

#### **4.1.7.4 Purchasing from the Panel**

The invitation to apply to be considered to join a Panel of pre-qualified suppliers must state whether quotations are either to be invited to every Panel member (within each category, if applicable) for each purchasing requirement, or whether a ranking system is to be established.

#### **4.1.7.5 Communications with Panel Members**

The Shire will ensure clear, consistent and regular communication with Panel members.

Each quotation process, including the invitation to quote, communications with Panel members, quotations received, evaluation of quotes and notification of award communications must all be captured in accordance with the Shire's Record Keeping Plan. A separate file is to be maintained for each quotation process made under each Panel to capture all communications between the Shire and Panel members.

#### **4.1.8 Other Relevant Matters**

##### **4.1.8.1 Sustainable Procurement**

The Shire is committed to implementing Sustainable Procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and Local Economic Benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that, wherever possible, our suppliers demonstrate outcomes that contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies, or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders will include a request for suppliers to provide information regarding their sustainable practices, and/or demonstrate that their product or service offers enhanced sustainable benefits.

#### 4.1.8.2 Local Economic Benefit

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire will:

- Consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- Consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- Ensure that procurement plans and analysis are undertaken prior to developing Requests for Quotation and Tenders to understand local business capability and local content availability, where components of goods or services may be sourced from within the District for inclusion in the selection criteria;
- Explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- Avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;
- Consider the adoption of Key Performance Indicators within contractual documentation that require successful contractors to increase the number of employees from the District first; and
- Provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

The Shire has adopted a Regional Price Preference Policy (allowing up to a 10% price difference), which will be applied when undertaking all purchasing activities.<sup>10</sup>

Where the price difference does not exceed 5%, the Shire will give preference to products made in Australia, and to Australian suppliers.

#### 4.1.8.3 Socially Sustainable Procurement

The Shire will support the purchasing of goods and services from socially sustainable suppliers, such as Australian Disability Enterprises and Aboriginal businesses, wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting will be used in the evaluation of Requests for Quote and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

#### 4.1.8.4 Aboriginal Businesses

Regulation 11(2)(h) of the Local Government (Functions and General) Regulation 1996 provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA, published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

<sup>10</sup> Selection criteria cannot include both weighted price and Local Economic Benefit clauses, as they are mutually exclusive.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in regulation 11(2)(h) of the Local Government (Functions and General) Regulations 1996) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

#### **4.1.8.5 Australian Disability Enterprises**

Regulation 11(2)(i) of the Local Government (Functions and General) Regulations 1996 provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Australian Disability Enterprise. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

#### **4.1.8.6 Environmentally Sustainable Procurement**

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria will be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers who:

- Demonstrate policies and practices that have been implemented by the business as part of its operations;
- Generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed; and
- Encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

#### **4.1.8.7 Contract Management**

The contract management process will ensure that both parties to a contract fully meet their obligations, and the supplier delivers the goods and services required by the Shire.

The contract manager will be the Shire's representative responsible for the day-to-day management of the contract to ensure delivery. Contract managers will use all the tools at their disposal, scaling their management of the contract to the inherent risk and need of engagement, and will use the contract, relationship management, governance structures, performance monitoring, contract meetings, effective record keeping and contract administration in different ways to manage the supplier across the contract term.



For high risk and/or high value contracts, the contract manager will develop a Contract Management Plan using the template provided in Appendix 4.1.4. The Manager of Governance and Community Services (or in his/her absence, the Governance and Grants Officer) can assist in the development of Contract Management Plans.

#### **4.1.8.8 Record Keeping**

All of the Shire's purchasing activity, communications and transactions must be evidenced and retained as Local Government records in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and, where necessary, transferring to the Shire records that are relevant to the performance of the contract.

#### **4.1.8.9 Purchasing Policy Non-Compliance**

This Purchasing Policy is mandated under the Local Government Act 1995 and Regulation 11A of the Local Government (Functions and General) Regulations 1996. As a result, the policy forms part of the legislative framework under which the Shire is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision-making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with legislation, this Purchasing Policy or the Code of Conduct is identified, it must be reported to the Chief Executive Officer or the Manager of Governance and Community Services.

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct, when undertaking purchasing activities may be subject to investigation, with findings to be considered in the context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated, it may be treated as:

- An opportunity for additional training to be provided;
- A disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994; or
- serious misconduct, which will be reported in accordance with the Corruption, Crime and Misconduct Act 2003.



## 4.2 Regional Price Preference

<b>Statutory Context:</b>	Local Government (Functions and General) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 24B – Terms used</li> <li>• Regulation 24C – Regional price preference may be given</li> <li>• Regulation 24D – Discounts permitted for regional price preferences</li> <li>• Regulation 24E – Regional price preference policies for local governments</li> <li>• Regulation 24F – Adoption and notice of regional price preference policy</li> <li>• Regulation 24G – Adopted regional price preference policy, effect of</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 4.1 Purchasing</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 4.2.1 Introduction

This policy has been written and adopted to ensure that local businesses are given local contractors a price variation up to 10% during tenders.

### 4.2.2 Guidelines

The following guidelines are to be followed for tenders;

- That a Regional Price Preference will be provided to businesses operating within the boundary of the Shire of Bruce Rock for all goods and services in accordance with Regulation 24D of the Local Government (Function and General) Regulations 1996.
  - Up to 10% - where the contract is for goods and services, up to a maximum reduction of \$50,000.
  - Up to 5% - where the contract is for construction (building) services, up to a maximum price reduction of \$50,000, or
  - Up to 10% - where the contract is for goods and services (including construction services), up to a maximum price reduction of \$500,000 if the Local Government is seeking tenders for the first time, due to goods or services previously being undertaken by the Shire of Bruce Rock.
- A copy of this policy must be supplied with each tender document.
- The Regional Price Preference Policy will apply to all tenders unless otherwise resolved by Council and that decision is included in the advertising and specifications.

### 4.2.3 Process

This policy will be supplied with each tender. The Regional Price Preference will then be applied to each tender prior to awarding tender.

#### Version Control:

1	Policy adopted on 18 September 2025.

### 4.3 Financial Management

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 6.10 – Financial Management Regulations</li> </ul> Local Government (Financial Management) Regulations 1996
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain one or more detailed Executive Instruction/s regarding financial management, which is/are to include, but is/are not limited to:

- Signatories on Shire accounts;
- The supply and use of corporate credit cards;
- Procedures for outstanding rates debtors;
- Procedures for outstanding debtors;
- Procedures to ensure the timely payment of creditors;
- Procedures regarding the investment of surplus funds;
- Procedures regarding petty cash; and
- Any other operational finance related matters, so long as they have been delegated through the Shire's delegation register.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 4.4 Signing Purchase Orders

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>Section 6.10 – Financial Management Regulations</li> </ul> Local Government (Financial Management) Regulations 1996
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

Purchase orders can only be signed by:

Position	Maximum (ex GST)	Authorising Manager for Expenditure over Limit
Chief Executive Officer	As per Budget	
Manager of Governance and Community Services	As per Budget to a maximum of \$75,000	Chief Executive Officer
Manager of Finance	As per Budget to a maximum of \$75,000	Chief Executive Officer
Manager of Works and Services	As per Budget to a maximum of \$75,000	Chief Executive Officer
Manager of Strategic Business Development	As per Budget to a maximum of \$75,000	Chief Executive Officer
Assets and Property Coordinator	\$5,000	Manager of Strategic Business Development
Senior Finance Officer	\$5,000	Manager of Finance
Technical Services Coordinator	\$5,000	Manager of Works and Services
Workshop Manager	\$5,000	Manager of Works and Services
Supervisor Civil Operations	\$5,000	Manager of Works and Services
Town Supervisor	\$5,000	Manager of Works and Services
Aquatic Centre Manager	\$5,000	Manager of Governance and Community Services
Recreation Centre Manager	\$5,000	Manager of Works and Services
Administration and Community Services Coordinator	\$5,000	Manager of Governance and Community Services

Position	Maximum (ex GST)	Authorising Manager for Expenditure over Limit
Practice Manager at Health Centre	\$2,000	Manager of Governance and Community Services
Building Maintenance – Leading Hand	\$1,500	Assets and Property Coordinator

Purchase orders can only be issued for items that have been specified in the adopted budget for that financial year. Any orders issued for amounts exceeding items listed in the budget must be authorised by the Chief Executive Officer in consultation with the Manager of Finance.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 4.5 Pandemic and Natural Disaster Financial Hardship

<b>Statutory Context:</b>	Local Government Act 1995 Local Government (Financial Management) Regulations 1996
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 4.5.1 Introduction

This policy is intended to ensure that the Shire offers fair, equitable, consistent and dignified support to ratepayers suffering hardship due to a pandemic or natural disaster.

### 4.5.2 Scope

This policy applies to all ratepayers suffering from financial hardship due to a pandemic or natural disaster.

This policy is not intended to provide rate relief to ratepayers who are not able to evidence financial hardship due to a pandemic or natural disaster. The statutory provisions of the Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996 will apply in this circumstance.

### 4.5.3 Payment difficulties, hardship and vulnerability

Payment difficulties, or short-term financial hardship, occur where a change in a person's circumstances result in an inability to pay rates or a service charge debt without affecting their ability to meet their basic living needs, or the basic living needs of their dependants.

The Shire recognises the likelihood that pandemics and natural disasters will increase the occurrence of payment difficulties, financial hardship and vulnerability in our community. This policy is intended to apply to all ratepayers experiencing financial hardship regardless of their status, be they a property owner, tenant or business owner.

### 4.5.4 Financial Hardship Criteria

While evidence of hardship will be required, the Shire recognises that not all circumstances are alike. The Shire will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

- Recent unemployment or under-employment due to a pandemic or natural disaster;
- Sickness or recovery from sickness due to a pandemic;
- Low income or loss of income due to a natural disaster or pandemic; or
- Unanticipated circumstances, such as caring for and supporting extended family, due to a pandemic or natural disaster.

Ratepayers are encouraged to provide any information about their individual circumstances that may be relevant for assessment. This may include demonstrating a capacity to make some payment and, where possible, entering into a payment arrangement. The Shire will consider all circumstances, applying the principles of fairness, integrity and confidentiality, whilst complying with statutory responsibilities.

#### 4.5.5 Payment Arrangements

Payment arrangements, facilitated in accordance with section 6.49 of the Local Government Act 1995, are of an agreed frequency and amount. These arrangements will consider the following:

- That a ratepayer has made genuine effort to meet rate and service charge obligations in the past;
- The payment arrangement will establish a known end date that is realistic and achievable; and
- The ratepayer will be responsible for informing the Shire of any change in circumstance that may jeopardise the agreed payment schedule.

In the case of severe financial hardship, the Shire reserves the right to consider waiving additional charges or interest (excluding the late payment interest applicable to the Emergency Services Levy).

#### 4.5.6 Interest Charges

A ratepayer that meets the financial hardship criteria and enters into a payment arrangement may request a suspension or waiver of interest charges. Applications will be assessed on a case-by-case basis.

#### 4.5.7 Deferment of Rates

Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card or Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

- Remains as a debt on the property until paid;
- Becomes payable in full upon the passing of the pensioner, or if the property is sold, or if the pensioner ceases to reside in the property;
- May be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
- Does not incur penalty interest charges.

#### 4.5.8 Debt Recovery

The Shire will suspend its debt recovery processes whilst negotiating a suitable payment arrangement with a debtor. Where a debtor is unable to make payments in accordance with the agreed payment plan, the debtor advises the Shire of this situation and makes an alternative plan before defaulting on the 3<sup>rd</sup> due payment, then the Shire will continue to suspend debt recovery processes.

Where a ratepayer has not reasonably adhered to the agreed payment plan (i.e. defaulting on three (3) or more due payments), rates and service charge debts that remain will then be subject to the rates debt recovery procedures prescribed in the Local Government Act 1995.

The Shire retains the right to make the final decision regarding whether or not a ratepayer has reasonably adhered to their agreed payment plan in all circumstances.

#### 4.5.9 Review

The Shire will advise ratepayers and debtors of all decisions made under this policy, and their right to seek a review by the full Council.

#### 4.5.10 Communication and Confidentiality

The Shire will maintain confidential communications at all times and agree to communicate with a nominated support person or other third party at the ratepayer's or debtor's request.

The Shire will advise ratepayers and debtors of this policy and its application when communicating in any format (i.e. verbal or written) with a ratepayer that has an outstanding rates or service charge debt.

The Shire recognises that, during times of pandemics and other natural disasters, applicants are experiencing additional stressors and may have complex needs. The Shire will provide additional time to respond to communication and will communicate in alternative formats, where appropriate. All communication with applicants will be clear and respectful.

#### 4.5.11 Conflict of Interest

Where a ratepayer or debtor has a close relationship with any employee or Councillor, that employee or Councillor must remove themselves from any decision-making process in relation to this policy.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 4.6 Waiving of Fees

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 6.16 – Imposition of Fees &amp; Charges</li> <li>• Section 6.12 – Power to defer, grant discounts, waive or write off debts</li> </ul>
<b>Corporate Context:</b>	Schedule of Fees and Charges
<b>Date Adopted:</b>	18 September 2025

### 4.6.1 Setting of Fees and Charges

The Schedule of Fees and Charges is set annually by Council during the Annual Budget process.

### 4.6.1 Waiving of Fees and Charges

In accordance with the Local Government Act 1995, employees cannot waive fees and charges, unless this is delegated by Council.

### 4.6.3 Conditions to Waive Fees and Charges

For a fee waiver request to be considered, the following conditions must first be satisfied:

- The request must be received in writing at the Shire Office two weeks prior to the next Council meeting. This allows time for it to be reviewed and placed on the Agenda, should this be required.
- No requests for fee waivers will be considered retrospectively (i.e. for events that have already taken place, or for which there was not sufficient time to prepare for Council's consideration).
- In the fee waiver request, applicants should outline any other funding received for the event, and any implications of this. If the event is part of a larger initiative to which Council has already made a contribution, Council will not consider another request for a fee waiver.
- Where the fee request is made by a commercial/profit making entity, the request will not be considered.
- If the request is for an individual or non-profit group that is holding a charitable or non-profit event for the benefit of the community, the request can be considered.
- For the purposes of this policy, a "non-profit event" is considered to be an event where all of the proceeds raised go to local fundraising initiatives for sporting or other activities of a broad or specific community benefit.
- Waivers will only be considered where the request relates to an activity open to the whole community.
- Where the matter involves both direct revenue and expense for Council, for example, a fee waiver at the Caravan Park Chalets, where waiving the accommodation fee would result in a loss of revenue for the Shire, but cleaning and laundry expenses would still be required, then the net benefit to Council with regard to the purpose of the waiver would need to be evident.

Furthermore, as the Shire receives multiple applications for fee waivers throughout the year, and it is inappropriate for Council to accept requests without a transparent framework within which to make a decision, when granting a fee waiver one of following criteria must also apply:

- The activity strengthens the community or complements Council activities.
- The purpose of the activity supports a service or activity that Council believes is beneficial to the community.



- The purpose of the activity supports the development of infrastructure or services that align with the goals of Council.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 4.7 Donations and Sponsorship

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 3.58 – Disposing of Property</li> </ul> Local Government (Functions and General) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 30 – Dispositions of property excluded from Act section 3.58</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.6 Related Party Disclosures</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 4.7.1 Purpose of Policy

The purpose of this policy is to allow the Chief Executive Officer to make small donations to various recipients within the community.

### 4.7.2 Financial Donations

The Chief Executive Officer is permitted to make financial donations or provide sponsorships to a recipient. These donations must be within the budget adopted by Council for this purpose.

Additionally, financial donations or sponsorships awarded by the Chief Executive must:

- Not exceed \$500 per donation (excluding GST) in any financial year;
- Be to a recipient who is based locally, or the purpose has particular benefit or application to the district;
- Be to a recipient who is a community group, sporting club or other non-profit organisation;
- Be to a recipient who applies for a donation or sponsorship in writing; and
- Be reported to, and received by, Council via an agenda item at the next Ordinary Meeting of Council.

Furthermore, the Chief Executive Officer is not permitted to award donations or sponsorships without Council approval where they have a conflict of interest (actual or perceived). Donations made in spite of a conflict of interest are to be considered a Related Party Transaction for the purposes of Policy 2.6 Related Party Disclosures.

### 4.7.3 In-Kind Works and Services

The Chief Executive Officer is permitted to donate in-kind works and services to a recipient. These donations must be within a specified amount of the adopted budget. The Chief Executive Officer is not permitted to provide any sponsorships or donations where Council has not specified an amount in the budget.

Additionally, in-kind works and services donations or sponsorships awarded by the Chief Executive Officer must:

- Not exceed \$500 per donation (excluding GST) in any financial year;
- Be to a recipient who is based locally, or the purpose has particular benefit or application to the district;
- Be to a recipient who is a community group, sporting club or other non-profit organisation;
- Be to a recipient who applies for a sponsorship or donation in writing;
- Be reported to, and received by, Council via an agenda item at the next Ordinary Meeting of Council; and

- Comply with the requirements of Regulation 30 of the Local Government (Functions and General) Regulations 1996.

Furthermore, the Chief Executive Officer is not permitted to donate in-kind works and services without Council approval where they have a conflict of interest (actual or perceived). Donations made in spite of a conflict of interest are to be considered a Related Party Transaction for the purposes of Policy 2.6 Related Party Disclosures.

#### 4.7.4 Authority to Approve Limited

The Chief Executive Officer is not permitted to delegate this power to any other employee.

#### 4.7.5 No Obligation To Spend

Nothing in this policy should be read as an obligation or requirement on:

- The Council to set aside any portion of the budget for the purpose of providing donations or sponsorships; or
- The Chief Executive Officer to award any sponsorships or donations because there is a specified amount in the budget allocated for this purpose.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 4.8 Asset Management

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	Long-Term Financial Plan Corporate Business Plan
<b>Date Adopted:</b>	18 September 2025

### 4.8.1 Policy Objective

The purpose of this policy is to support the continuity of service delivery by the Shire. This will be achieved by ensuring that the infrastructure assets used to support the service delivery continue to function to the level of service determined by Council.

This policy also provides clear direction as to how Council, as custodians of community assets, will direct employees to manage those assets within an Asset Management Framework.

### 4.8.2 Definitions

The following definitions apply:

**Asset** means: a physical item that is owned or controlled by the Shire and provides or contributes to the provision of services to the community (in this context, financial, intellectual and non-tangible assets are excluded).

**Asset Management** means: the processes applied to assets from their planning, acquisition, operation, maintenance, replacement and disposal to ensure that the assets meet Council's priorities for service delivery.

**Asset Management Plan** means: a plan developed for the management of an infrastructure asset or asset category that combines multi-disciplinary management techniques (including technical and financial) over the lifecycle of the asset. The Asset Management Plan establishes, for each Asset Category:

- Levels of service (performance, construction, maintenance and operational standards);
- Future demand (rational basis for demand forecasting and selection of options for proposed new assets);
- Life Cycle Management Plan (including operations and maintenance, renewals and replacements, and expansion and upgrades);
- Financial projections;
- Asset management practices; and
- Performance monitoring and improvement.

**Infrastructure Assets**: includes roads (including bridges and pathways), drainage, parks, nature reserves, buildings and in-situ plant.

**Level of Service** means: meeting community expectations in relation to the quality and quantity of services delivered by the Shire.

**Life Cycle** means: the cycle of activities that an asset goes through while it retains an identity as a particular asset.

**Life Cycle Cost** means: the total cost of an asset throughout its life, including planning, design, construction, acquisition, operation, maintenance, disposal and rehabilitation costs.

**New** means: creation of a new asset to meet additional service level requirements.

**Renewal** means: restoration, rehabilitation, replacement of an existing asset to its original capacity. This may include the fitment of new components necessary to meet new legislative requirements in order that the asset may achieve compliance and remain in use.

**Risk** means: probability and consequence of an event that could impact on the Shire's ability to meet its corporate objectives.

**Upgrade** means: enhancing an existing asset to provide a significant higher level of service.

**Useful Life** means: the period over which a depreciable asset is expected to be used.

#### 4.8.3 Introduction

To achieve the policy objective, the Shire is committed to ensuring that asset management is recognised as a major corporate function within the Shire, and that employees are committed to supporting the function in line with this policy.

The Shire is committed to making informed decisions in relation to its infrastructure assets. To achieve this, the Shire will prepare Asset Management Strategies that will guide the implementation of Asset Management Plans for major classes of infrastructure assets.

In making informed decisions in relation to infrastructure assets, the Shire will consider the following key principles:

- A preference for renewing assets before acquiring new assets and, where possible, rationalising assets that are no longer used or do not provide the necessary level of service required to sustainably deliver the service for which the asset was acquired.
- Prior to consideration of any major refurbishment or improvement to an asset, a critical review of the following shall occur as part of the evaluation process:
  - The need for the facility (short and long term);
  - Legislative requirements;
  - Opportunities for rationalisation;
  - Future liability including ultimate retention and disposal; and
  - Opportunities for multiple use.
- All capital projects will be evaluated in accordance with a capital evaluation model, and take into account capital cost, ongoing cost of maintenance, refurbishment, replacement and operating cost ("whole of life" assessment).
- The commitment to involve and consult with the community and key stakeholders when determining service levels.

#### 4.8.4 Responsibility and Reporting

**Council** is responsible for approving the following documents (Asset Management Framework):

- Asset Management Policy;
- Asset Management Strategies; and
- Asset Management Plans.

Council is also responsible for ensuring (upon recommendation of the Chief Executive Officer) that resources are allocated to achieve the objectives of the framework. In adopting the Asset Management Plan, Council is also determining the level of service for each asset class.

**The Chief Executive Officer** is responsible for ensuring that systems are in place to ensure that Council's Asset Management Policy, Strategy and Plan are prepared and kept up to date. This includes ensuring that they are reviewed, and that recommendations are put to Council (at least annually) in relation to appropriate resource allocation to fulfil the overall objectives of the framework. The Chief Executive Officer is to report to Council on all matters relating to Asset Management.

**The Asset Management Working Group (Working Group)** is responsible for ensuring that Council's Asset Management Strategy is achieved, and that the Asset Management Plan is prepared and maintained in line with Council's policy on asset management. Where changes to Council's Asset Management Policy, Strategy or Plan are identified, the Working Group is responsible for reporting this for consideration. Where aspects of Council's Policy, Strategy or Plan are not being achieved or adhered to, the Working Group is responsible for reporting non-compliance for corrective action. The Working Group reports to the Chief Executive Officer on all matters relating to asset management and its membership consists of:

- The Manager of Finance;
- The Manager of Works and Services;
- The Manager of Strategic Business Development; and
- The Manager of Governance and Community Services.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 5. Law, Order and Public Safety

### 5.1 Bush Fires Advisory Committee

<b>Statutory Context:</b>	Bush Fires Act 1954 Bush Fire Regulations 1954
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

#### 5.1.1 Purpose of Policy

This policy has been adopted to establish and regulate a Bush Fire Advisory Committee (BFAC) within the Shire.

#### 5.1.2 Annual Meeting of Bush Fire Brigades

The BFAC is to meet in September and March each year, or more frequently if deemed necessary by BFAC.

#### 5.1.3 Membership of the Committee

Council may appoint, by an absolute majority, as many members as deemed necessary to the BFAC. Members retain their membership until:

- They provide a written resignation to Council or the Chief Executive Officer; or
- They are removed by Council.

#### 5.1.4 Quorum

The quorum for a BFAC meeting shall be at least a majority of members. The Chief Executive Officer or their representative must be present for a quorum to be achieved.

#### 5.1.5 Chairperson of the Committee

The BFAC shall elect the chairperson of the committee, in accordance with section 67 of the Bush Fires Act 1954.

#### 5.1.6 Appointment of Bush Fire Control Officers and Fire Weather Officers

The BFAC may provide advice to the Chief Executive Officer regarding the appointment of Bush Fire Control Officers (including the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer) and Fire Weather Officers. However, the Chief Executive Officer may appoint persons to these positions in accordance with their delegated authority.

#### 5.1.7 Agenda

The Chief Executive Officer, in coordination with the Chairperson of BFAC, shall decide on the agenda and business of the committee.

**Version Control:**

1	Policy Adopted 18 September 2025.



## 5.2 Emergency Management

<b>Statutory Context:</b>	Bush Fires Act 1954 Bush Fires Regulations 1954
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 5.2.1 Fire Permit Executive Instructions

The Chief Executive Officer is to prepare and maintain an Executive Instruction regarding fire permits, which is to include, but is not limited to:

- Procedures regarding the approval and rejection of Fire Permits;
- Procedures the form of permit applications, approvals and rejections;
- Measures to ensure the highest levels of community safety;
- A requirement that information regarding permits is published on the Shire's website;
- A requirement that all prescribed forms are both published on the website and downloadable; and
- An acknowledgement of the relevant legislation.

### 5.2.2 Fire Break Executive Instructions

The Chief Executive Officer is to prepare and maintain an Executive Instruction regarding fire breaks, which is to include, but is not limited to:

- Procedures for making an annual declaration regarding clearing firebreaks;
- A requirement that the declaration is circulated in a manner consistent with legislation;
- Procedures for notifying individual owner occupiers of firebreak requirements;
- Procedures for dealing with non-compliant owner-occupiers;
- Separate rules for townsites and rural areas;
- A method where employees and/or authorised persons inspect the firebreaks in the district;
- A requirement that the annual declaration is published on the Shire's website;
- A requirement that relevant fire break information, including penalties, are published on the Shire's website; and
- An acknowledgement of the relevant legislation.

### 5.3.3 Burning on Sundays and Public Holidays

The Chief Executive Officer is to prepare and maintain an Executive Instruction regarding burning on Sundays and public holidays, which is to include, but is not limited to:

- Procedures for making an annual declaration that prohibits burning on Sundays and public holidays during the restricted burning period;
- A requirement for the declaration to be circulated in a manner consistent with legislation;
- Procedures for dealing with non-compliance;
- A requirement for the declaration and all relevant information to be published on the Shire's website; and

- An acknowledgement of the relevant legislation.

#### 5.3.4 Harvest Ban Executive Instructions

The Chief Executive Officer is to prepare and maintain an Executive Instruction regarding harvest bans, which is to include, but is not limited to:

- A requirement for harvest bans to be declared by authorised persons when the Fire Behaviour Index (FBI) reaches 40;
- A procedure on how weather readings are to occur;
- A determination of who should make weather readings and when this should occur;
- A description of how the FBI should be calculated;
- A description of how declarations of harvest bans are communicated;
- Procedures for dealing with non-compliance;
- A requirement that information regarding harvest bans be published on the Shire's website;
- A description of exemptions for tendering and watering livestock that is consistent with the legislation; and
- A description of exemptions for the dropping of lime. However, these exemptions must:
  - Not allow lime to spread throughout a paddock while a ban is in place;
  - Prescribe locations suitable for the dropping of lime;
  - Prescribe the location and volume of water units required while lime is being dropped;
  - Prescribe the minimum number of people to be present;
  - Prescribe additional safety requirements, such as adequate turning circles; and
  - Not pose an unacceptable risk to community safety; and
  - Be consistent with legislative requirements.

The Chief Executive Officer must seek input from the Chief Bush Fire Control Officer in drafting and implementing this Executive Instruction.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 6. Environmental Health and Food

### 6.1 Health Policy for Shire Events

<b>Statutory Context:</b>	Public Health Act 2016 <ul style="list-style-type: none"><li>• Section 16 – Functions of local governments</li></ul>
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

#### 6.1.1 Purpose of Policy

The Shire is committed to supporting the health and well-being of its Councillors, employees and the community by supporting the provision of healthy environments.

#### 6.1.2 Scope

This policy applies to all events organised by the Shire.

#### 6.1.3 Tobacco Policy

The Shire recognises that smoke free environments protect non-smokers from harmful effects of environmental tobacco smoke (passive smoke) and contribute to reducing tobacco consumption levels.

All Shire events and functions held at a Shire location will be smoke free. This includes all indoor areas and nominated outdoor areas. Priority for the hosting of Shire events and activities will be given to venues and organisations that have a smoke free policy in place.

Tobacco products will not be sold in conjunction with any Shire events or functions, and venues that allow the sale of tobacco products will not be chosen to host Shire activities, if possible. Furthermore, any person, either employed by or representing the Shire will limit smoking whilst acting in an official capacity.

#### 6.1.4 Food and Catering Policy

The Shire understands and recognises the importance of good nutrition and the role it plays in maintaining and improving health. With this in mind, where food is available at Shire functions and activities, healthy alternatives will be offered. This includes the provision of foods low in fat, high in fibre, and with substantial fruit and vegetable content.

#### 6.1.5 Alcohol and Other Drugs Policy

In the interest of the health and safety of employees and the community, the Shire will support strategies to minimise harm from alcohol and other drug use. On occasions, where the Shire serves alcohol in a function or event, the event coordinator will:

- Ensure that alcohol is not served to persons under the age of 18 years, or to intoxicated patrons;
- Provide alternatives, such as lower strength and non-alcoholic beverages;
- Ensure that food is available when alcohol is served; and

- Provide water for consumption at no or minimum cost.

The use of illicit drugs will not be allowed at any activities or events under the control of the Shire.

#### 6.1.6 Sun Protection Policy

The Shire recognises that exposure to ultraviolet radiation has negative health effects, and will therefore introduce the following measures to minimise exposure:

- Employees and Councillors representing the Shire will always be actively encouraged to act as positive role models by adopting sun smart behaviours (e.g. wearing long sleeved shirts, hats and sunscreen);
- Where practicable, activities and events will be held outside of the hours of 10.30am to 3.00pm;
- Sunscreen may be made available to participants and spectators by the Shire; and
- Participants and spectators will be encouraged to make optimum use of natural shade or other shade structures where provided.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7. Personnel and Work Health and Safety

### 7.1 Disciplinary Action

<b>Statutory Context:</b>	Fair Work Act 2009 (Commonwealth) Fair Work Regulations 2009 (Commonwealth) Corruption and Crime Commission Act 2003 (WA) Public Interest Disclosure Act 2003 (WA)
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 7.3 Employee Performance and Development</li> <li>• 7.4 Grievance</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction disciplinary action, which is to include, but is not limited to:

- General disciplinary principles;
- Serious misconduct;
- Other disciplinary action;
- Reporting obligations and processes; and
- Possible management actions.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7.2 Discrimination, Harassment and Bullying

<b>Statutory Context:</b>	Work Health and Safety Act 2020 (WA) Work Health and Safety (General) Regulations 2022 (WA) Sex Discrimination Act 1984 (Commonwealth) Equal Opportunity Act 1984 (WA) Fair Work Act 2009 (Commonwealth)
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.1 Councillor Code of Conduct</li> <li>• 7.1 Disciplinary Action</li> <li>• 7.4 Grievance</li> <li>• 7.27 Employee Code of Conduct</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding discrimination, harassment and bullying, which is to include, but is not limited to:

- Application of legislation to the Shire;
- Description of unlawful discrimination;
- Description of harassment;
- Description of sexual harassment;
- Description of bullying;
- Reporting obligations and investigation processes; and
- Possible management actions.

### Version Control:

1	Policy adopted on 18 September 2025.

### 7.3 Employee Performance and Development

**Statutory Context:** Local Government Act 1995

**Corporate Context:** Council Policy Manual

- 7.1 Disciplinary Action
- 7.4 Grievance

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding employee performance and development, which is to include, but is not limited to:

- Employees to which the Executive Instruction applies;
- Commitment to development of employee skills and capabilities;
- Induction of employees to cover performance management and development;
- Performance reviews, including types of review, purpose and conduct;
- Other mechanisms for feedback to employees;
- Training and development; and
- Management of underperformance.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 7.4 Grievance

<b>Statutory Context:</b>	Local Government Act 1995
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 7.1 Disciplinary Action</li> <li>• 7.3 Employee Performance and Development</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding grievance, which is to include, but is not limited to:

- Employees to which the Executive Instruction applies;
- Process for the making of a complaint;
- Principles for resolution of a complaint;
- Possible outcomes of complaints;
- Treatment of vexatious or malicious complaints; and
- Prohibition of victimisation of anyone involved in the complaints process.

Any grievances lodged against the Chief Executive Officer are to be dealt with by the Shire President via the process that applies to other employees as outlined by the Executive Instruction.

### Version Control:

1	Policy adopted on 18 September 2025.



## 7.5 Higher Duties

<b>Statutory Context:</b>	Minimum Conditions of Employment Act 1993 Industrial Relations Act 1979 Local Government Award Officers (Western Australia) Award 2021 Municipal Employees (Western Australia) Award 2021
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>3.1 Appointment of Acting Chief Executive Officer</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding higher duties, which is to include but is not limited to:

- Employees to which the Executive Instruction applies; and
- Circumstances in which higher duties will apply.

The Executive Instruction is to apply to all employees (excluding the Chief Executive Officer), who are required to act in a position of a higher classification than that which the employee occupies, or who is assigned responsibilities or duties which warrant the payment of a higher duty allowance.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.6 Leave – Award Entitlements

<b>Statutory Context:</b>	Local Government Officers (Western Australia) Award 2021 Municipal Employees (Western Australia) Award 2021 National Employment Standards
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding employees leave, which is to include, but is not limited to:

- Acknowledgement of the application of the Local Government Officers (Western Australia) Award 2021 and the Municipal Employees (Western Australia) Award 2021 respectively, as well as the National Employment Standards, to the management of employees leave;
- Annual leave processes, including:
  - Maximum accrual of annual leave to be eight (8) weeks;
  - Arrangements to require an employee to take excessive annual leave;
  - Annual leave over the Shire's or a specific crew's close down;
  - The taking of annual leave in advance; and
  - Purchased leave arrangements;
- Personal/carer's leave processes including:
  - Requirements to notify the supervisor or manager; and
  - Circumstances in which evidence of illness or injury may be required;
- Unpaid leave processes; and
- The potential consequences for breaches of the Executive Instruction.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.7 Leave – Community Service

**Statutory Context:** Industrial Relations Act 1979  
Juries Act 1957

**Corporate Context:** None

**Date Adopted:** 18 September 2025

### 7.7.1 Introduction

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding community services leave, which is to include, but is not limited to:

- Acknowledgement of the application of the provisions of the Industrial Relations Act 1979;
- Acknowledgement of the application of the provisions of the Juries Act 1957;
- Application to all employees of the Shire;
- Obligations of employees to notify the appropriate persons of membership of any relevant organisation that may result in community service leave being applied for;
- In exceptional circumstances, the Chief Executive Officer is to have discretion to approve paid leave or negotiate an alternative work schedule.

### 7.7.2 Definitions

The following definitions are to be used in the Executive Instruction and this Policy:

**Voluntary Activity** – an employee is considered to have or be engaging in a voluntary activity if all of the following criteria are met:

- The activity is either a voluntary community activity, or a voluntary emergency management activity;
- The employee engages in the activity on a voluntary basis; and
- The employee was requested by, or on behalf of, the community organisation they are associated with to engage in the activity or, if no such request was made, but it was reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

**Voluntary Community Activity** – an employee is considered to be engaged in a voluntary community activity if all of the following criteria are met:

- The employee engages in an activity that involves the community generally, or a significant portion of the community; and
- The employee is a member of, or has a member-like association with, a recognised community organisation.

**Voluntary Emergency Management Activity** – an employee is considered to be engaged in a voluntary emergency management activity if all of the following criteria are met:

- The employee engages in an activity that involves dealing with an emergency or natural disaster; and
- The employee is a member of, or has a member-like association with, a recognised emergency management body.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 7.8 Leave – Long Service

**Statutory Context:** Local Government (Long Service Leave) Regulations 2024

**Corporate Context:** None

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding long service leave, which is to include, but is not limited to:

- Acknowledgement of the application of the Local Government (Long Service Leave) Regulations 2024 to long service leave;
- Taking of pro-rata long service leave prior to the due date in exceptional circumstances, and subject to completion of a minimum seven years' service in Local Government;
- Long service leave taken later than six (6) months after the due date at the employee's request is not to be paid at a rate higher than that specified by the regulations;
- Long service leave taken later than six (6) months after due date at the Chief Executive Officer's request, to be paid at the rate applicable when taking the long service leave;
- Long service leave may not be deferred by the employee for more than two years, without the specific written approval of the Chief Executive Officer, which may only be given in exceptional circumstances; and
- The process by which an employee may cash out long service leave, as prescribed in the legislation.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.9 Probationary Periods of Employment

<b>Statutory Context:</b>	Local Government Act 1995 Local Government (Long Service Leave) Regulations
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 7.1 Disciplinary Action</li> <li>• 7.3 Employee Performance and Development</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the probationary period of employment, which is to include, but is not limited to:

- Acknowledgement of the application of the Local Government (Long Service Leave) Regulations to probationary periods of employment;
- Disclosure requirements for the probationary period;
- Process for the completion or extension of the probationary period; and
- Termination during a probationary period.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.10 Recruitment and Selection

<b>Statutory Context:</b>	Local Government Act 1995 Local Government (Administration) Regulations 1996 Equal Opportunity Act 1984 Work Health and Safety Act 2020
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.13 Standards for CEO Recruitment, Performance and Termination</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the recruitment and selection of employees, which is to include, but is not limited to:

- Acknowledgement of the requirement of the Local Government Act 1995 and associated Regulations for the selection of the Chief Executive Officer and designated senior employees positions to be on the basis of merit;
- Acknowledgement of the application of the Equal Opportunity Act;
- Procedural requirements to review recruitment requirements, and to commence, manage and document the recruitment and selection processes;
- Filling of positions;
- Application of probationary periods to all positions with tenure greater than six (6) months; and
- Internal candidate preference where experience and potential indicate, for retention of corporate knowledge and development of clear career paths for employees.

Furthermore, it is to be noted that the Chief Executive Officer and senior employees designated in accordance with the Local Government Act 1995 have separate or additional recruitment requirements, but unless inconsistent with legislative requirements, processes are to conform to this Executive Instruction.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.11 Rostered Days Off

**Statutory Context:** Local Government Act 1995

**Corporate Context:** None

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding Rostered Days Off, which is to include, but is not limited to:

- Outside workers' eligibility for Rostered Days Off on the basis of a nine-day fortnight;
- Inside employees' eligibility for Rostered Days Off on the basis of a nineteen-day four-week period;
- Accrual principles while on leave or on public holidays; and
- Accumulation of Rostered Days Off may be permitted by the relevant manager but are not to exceed a maximum of five (5) days.

### Version Control:

1	Policy adopted on 18 September 2025.



## 7.12 Secondary Employment

<b>Statutory Context:</b>	Local Government Act 1995
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 7.1 Disciplinary Action</li> <li>• 7.27 Employee Code of Conduct</li> </ul>
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding secondary employment, which is to include, but is not limited to:

- Acknowledging the application of the Local Government Act 1995 to secondary employment;
- Secondary employment to include substantial commitments to community organisations;
- Ensuring there is no conflict of interest between the secondary employment and the employment with the Shire, including the:
  - Use of Shire resources, both physical and electronic;
  - Potential for increased load on other employees; and
  - Community perception and preservation of the Shire's reputation;
- Employee responsibilities when managing the requirements of a secondary employment; and
- Chief Executive Officer responsibilities (such as managing potential conflicts of interest and outlining expectations).

### Version Control:

1	Policy Adopted 18 September 2025.

## 7.13 Training, Study and Education

<b>Statutory Context:</b>	Local Government Act 1995 Building Regulations 2012 Food Act 2008 Work Health and Safety Act 2020 Public Health Act 2016
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>7.3 Employee Performance and Development</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 7.13.1 Introduction

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding training, studying and education, which is to include, but is not limited to:

- Mandatory qualification requirements for specific positions, in particular environmental health, food and building matters;
- Mandatory training requirements, in particular for plant operation and Work Health and Safety;
- Professional development training directly associated with the employee's position;
- Professional development not related to the employee's position, but of potential benefit to the Shire;
- Circumstances in which expenses may be met in full or in part;
- Travel arrangements; and
- Professional association membership.

### 7.13.2 Permitted Rates of Reimbursement

Permitted rates for breakfast, lunch and dinner, if not included in the training/conference cost, are to be in accordance with the Australia Taxation Office Reasonable Travel Allowances Determination applicable to Perth (excluding incidentals), as issued for each financial year.

Nothing in this policy prevents the Chief Executive Officer from approving accommodation at an expense greater than those determined by the Australia Taxation Office Reasonable Travel Allowances Determination, if considered appropriate if the accommodation is at or near the conference or training venue, and other relevant matters are taken into account, such as transport costs and time, and employee safety and security after hours.

**Notes:** Australian Taxation Office Determination Reasonable Travel Allowance  
<https://atotaxrates.info/allowances/ato-reasonable-travel-allowances/>

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7.14 Uniforms, PPE, and Personal Presentation

**Statutory Context:** Work Health and Safety Act 2020

**Corporate Context:** None

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding uniforms, personal protective equipment (PPE) and personal presentation, which is to include, but is not limited to:

- For indoor employees:
  - The standard of dress if not wearing uniform;
  - The uniform allowance (subject to budget parameters and probation requirements), whether private purchase or corporate supplier; and
  - That the wearing and use of PPE is mandatory for relevant tasks.
- For outdoor employees:
  - That the wearing and use of PPE is mandatory at all times;
  - The requirements of specific PPE (such as reflective strips for night work); and
  - The uniform allowance (subject to budget parameters and probation requirements).
- Which PPE and clothing are to be provided by the Shire.
- The conditions of use of PPE and uniforms.
- Regulating the wearing of PPE or clothing displaying the Shire logo out of work hours, including a provision that inappropriate behaviour that has the potential to reflect poorly on the Shire or damage its reputation may result in disciplinary action.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.15 Fleet Vehicles – Work and Private Usage

**Statutory Context:** Work Health and Safety Act 2020

**Corporate Context:** Council Policy Manual

- 7.1 Disciplinary Action
- 7.27 Employee Code of Conduct

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the work and private use of fleet vehicles, which is to include, but is not limited to:

- That the Executive Instruction is subject to any contractual arrangement with the employee;
- The principles of obtaining a vehicle;
- Arrangements for vehicles when employees take leave;
- The scope of authority and responsibility of the Chief Executive Officer;
- If deemed appropriate, the Chief Executive Officer may require Fringe Benefit Tax expenses to be recovered from employees;
- Maintenance, responsibilities and requirements for vehicles for both the employee and the Shire;
- The garaging requirements for vehicles;
- Regulation of fuel expenses and fuel cards;
- That smoking in Shire vehicles is prohibited at all times;
- Who may operate the vehicle and under what conditions;
- The notification requirements surrounding accidents and near misses; and
- The possible consequences of breaching the Executive Instruction.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.16 Use of Private Vehicles for Work Purposes

**Statutory Context:** Work Health and Safety Act 2020

**Corporate Context:** None

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the use of private vehicles for work purposes, which is to include, but is not limited to:

- When employees are required to use their private vehicle for work purposes;
- Which trips are eligible for reimbursement and how to calculate the kilometres travelled;
- The approval process for the use of private vehicles for work purposes; and
- The rate of reimbursement.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.17 Workplace Surveillance

**Statutory Context:** Surveillance Devices Act 1998

**Corporate Context:** None

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding workplace surveillance, which is to include, but is not limited to:

- Acknowledging that the purpose of workplace surveillance is:
  - To ensure a safe environment for employees.
  - After hours security for protection of assets and equipment; and
  - Is not intended for the surveillance of employees.
- The approved and prohibited placement of surveillance devices.
- That the only employees permitted to access images and recordings are:
  - The Chief Executive Officer;
  - The senior management team; and
  - The Aquatic Centre Manager.
- The confidentiality of images and recordings.
- The possible consequences of breaching this Executive Instruction.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.18 Salary Sacrifice

**Statutory Context:** Australian Taxation Office  
 Goods and Services Tax – Legislation, rulings, and guidelines  
 Fringe Benefit Tax – Legislation, rulings, and guidelines  
 Superannuation – Legislation and limits

**Corporate Context:** None

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding salary sacrifice, which is to include, but is not limited to:

- Ensuring compliance with all the requirements of the Australian Taxation Office;
- Being cost neutral to the Shire; and
- The limits on the amounts that may be sacrificed, the duration and the purposes.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.19 Employee Recognition of Service (Gratuity)

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 5.50 – Payments to employees in addition to Award or contract</li> </ul> Local Government (Administration) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 19A – Payments in addition to contract or award, limits of</li> </ul>
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**Corporate Context:** None

**Date Adopted:** 18 September 2025

### 7.19.1 Gratuity

The Chief Executive Officer, in consultation with the relevant senior management team member, may:

- Provide a gratuity to a qualifying employee in the form of a gift card or voucher (preferably from a local business within the Shire).

### 7.19.2 Eligibility

Long serving employees may be recognised within the parameters set by section 5.50 of the Local Government Act 1995 and the associated Regulations.

An employee who has been dismissed by the Shire for any reason other than redundancy, will not be eligible to receive any payment under this policy.

An employee, whose employment is finishing, may be paid a gratuity when their employment is ceasing due to:

- Resignation (not as a result of any performance management or investigation being conducted or pending/potential disciplinary action by the Shire);
- Retirement; or
- Redundancy.

### 7.19.3 Prescribed amounts for Gratuity Payments

Gratuity payments should be calculated based on the following prescribed amounts:

- For continuous service less than two years, payment is to be to the value of \$30 per year of service; and
- For continuous service greater than two years, payment is to be to the value of \$50 per year of service.

There shall be a maximum payment of \$1,000.

### 7.19.4 Exceeding prescribed amounts

In some circumstances, Council may consider it appropriate to make a payment greater than that specified by this policy, in which case local public notice is required to be given in relation to the proposed gratuity in accordance with section 5.50(2) of the Local Government Act. The payment is to not exceed the amount set in regulation 19A of the Local Government (Administration) Regulations 1996.



### 7.19.5 Determining Service

For the purpose of this policy, continuous service shall be deemed to include:

- Any period of absence from duty on annual leave, long service leave, paid compassionate leave, and public holidays;
- Any period of authorised paid absence from duty necessitated by sickness of, or injury to, the employee up to a maximum of three months in each calendar year, but not including leave without pay or parental leave; and
- Any period of absence that has been supported by an approved worker's compensation claim up to a maximum absence of 12 months.

For the purpose of this policy, and unless the Chief Executive Officer determines otherwise, continuous service shall exclude:

- Any period of unauthorised absence from duty;
- Any period of unpaid leave; and
- any period of absence from duty on parental leave.

### 7.19.6 Financial Liability for Taxation

The employee has full responsibility for any taxation payable on a gratuity payment.

**Notes:** Please note it is a statutory requirement that this policy be published on the Shire's website. Furthermore, gratuity payments in excess of this policy may only be made if local public notice is given prior to payment being made. The maximum payment set out in regulation 19A of the Local Government (Administration) Regulations 1996 is \$5,000.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7.20 Employee Recognition of Service (Other than Gratuity)

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 7.20.1 Employee Recognition of Service (Other than Gratuity)

The Chief Executive Officer, in consultation with the relevant senior management team member, may provide a gift, gift card or voucher (preferably from a local business within the Shire) to an employee to recognise the employee's:

- Service and contributions during the financial or calendar year;
- Performance rated above expectations during a Performance Review process;
- Contributions to improving processes and systems to facilitate the efficient and effective operation of the Shire; and
- Service milestones:
  - 5 years \$50;
  - 10 years \$100;
  - 15 years \$150; and
  - 20 year \$200.

### 7.20.2 Gift, Gift Card or Voucher Value

The value of any gift, gift card or voucher given by the Chief Executive Officer to an employee under this policy must not exceed \$200 per individual.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7.21 Councillor and Employee Superannuation

**Statutory Context:** Superannuation Guarantee (Administration) Act 1992

**Corporate Context:** None

**Date Adopted:** 18 September 2025

### 7.21.1 Scope

This policy applies to Councillors who opt to receive superannuation payments, and all employees, whether they are full-time, part-time or casual.

### 7.21.2 Designation of Superannuation Fund

Councillors and employees will have freedom of choice over the complying fund that their Superannuation Guarantee Charge is paid into. The superannuation default fund shall be Aware Super.

### 7.21.3 Additional Contributions

Employees may elect to contribute additional superannuation, either as a deduction (after tax) or as salary sacrifice (before tax). The Shire will match additional contributions. The threshold for contribution matches is determined by Council and is subject to variation at Council's discretion.

Once an employee chooses to make additional superannuation contributions, the Shire's contribution match threshold for that employee will be maintained and will not be subject to any reductions, so long as the additional contributions are not discontinued by the employee.

Employees can voluntarily contribute more than the threshold but will not receive a further contribution from the Shire. The additional contribution and the voluntary contribution can be deposited into the employee's fund of choice.

### 7.21.4 Variation to This Policy

This policy may be cancelled or varied from time to time. All Councillors and employees will be notified of any variation to this policy.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7.22 Equal Employment Opportunity, Diversity and Inclusion

**Statutory Context:** Equal Opportunity Act 1984 (WA)  
 Racial Discrimination Act 1975 (Commonwealth)  
 Sex Discrimination Act 1984 (Commonwealth)  
 Disability Discrimination Act 1992 (Commonwealth)  
 Local Government Act 1995 (WA)

**Corporate Context:** Council Policy Manual

- 7.1 Disciplinary Action
- 7.2 Discrimination, Harassment and Bullying
- 7.4 Grievance
- 7.10 Recruitment and Selection
- 7.27 Employee Code of Conduct

**Date Adopted:** 18 September 2025

### 7.22.1 Introduction

The Shire is committed to equal opportunity and diversity and promotes a work environment that is free from discrimination and harassment, and where individuals are treated with fairness, respect, equality and dignity.

This involves the improvement in the skills and competency levels of employees to provide equal access to further employment or career path progression. The Shire acknowledges and celebrates diversity and commits to continuing to seek actively and flexibly to appoint and accommodate the unique needs of many different employees.

The Shire believes that a diverse workforce leads to innovation, collaboration and enhanced service delivery. The Shire is dedicated to promoting equality, eliminating discrimination, and ensuring that all employees, clients, residents and ratepayers are treated with fairness, dignity and respect.

### 7.22.2 Scope

This policy is to apply to employees, volunteers, contractors and consultants.

### 7.22.3 Environment

The Shire recognises that, when conflict, discrimination and harassment occurs in the workplace, job satisfaction, morale and productivity suffers. A healthy and safe work environment free from unnecessary discrimination, harassment and bullying is a primary objective of the Shire.

### 7.22.4 Diversity

The Shire appreciates the value inherent in a diverse workforce. Diversity may result from a range of factors, such as origin, age, gender, gender identity, sexual orientation, race, cultural heritage, lifestyle, education, physical ability, appearance, language or other factors.

#### 7.22.5 Non-Discrimination

The Shire strictly prohibits any form of discrimination (both direct or indirect) or harassment based on an individual's protected characteristics. All employees, clients, residents and ratepayers will be treated with fairness, impartiality and respect in all aspects of their engagement with the Shire.

#### 7.22.6 Inclusive Language

To ensure inclusivity in our communications, the Shire encourages the use of the appropriate pronouns, prefixes and titles, as provided by individuals.

#### 7.22.7 Recruitment and Selection

The Shire is committed to fair and inclusive recruitment and selection processes. The Shire strives to attract a diverse pool of candidates by ensuring job advertisements are inclusive, and by reaching out to diverse communities when recruiting. All recruitment and selection decisions will be based on merit, qualifications, skills and experience relevant to the position.

#### 7.22.8 Professional Development and Training

To promote a culture of diversity and inclusion, the Shire will provide ongoing professional development and training opportunities for employees. These programs will aim to raise awareness, enhance understanding, and develop skills in relation to diversity, cultural competency, unconscious bias and respectful communication.

#### 7.22.9 Facilities and Accessibility

The Shire is committed to providing reasonable facilities to individuals with disabilities to ensure equal access to employment opportunities, services, facilities and information. Employees, clients, residents and ratepayers requiring facilities or equipment should notify the appropriate Department, and the Shire will make reasonable efforts to provide suitable accommodations.

#### 7.22.10 Reporting and Complaints

Any instances of discrimination, harassment, or other forms of inappropriate conduct in violation of this policy should be reported immediately. The Shire will investigate all complaints in a fair and timely manner and take appropriate action to address any confirmed violations. Whistleblower protections will be provided to individuals who report in good faith.

#### 7.22.11 Continuous Improvement

The Shire is committed to regularly reviewing and improving its diversity and inclusion practices. Feedback and suggestions from employees, clients, residents and ratepayers are encouraged and will be considered in the ongoing development of policies and procedures.

#### 7.22.12 Implementation

The Shire will communicate this policy to all employees, clients, residents and ratepayers. It will be made readily available on the organisation's website and intranet. The senior management team will oversee the implementation, monitoring and review of this policy, and provide support and guidance to employees.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 7.23 Work Health and Safety

**Statutory Context:** Work Health and Safety Act 2020

**Corporate Context:** Council Policy Manual

- 7.1 Disciplinary Action
- 7.4 Grievance
- 7.25 Workplace Visitors
- 7.27 Employee Code of Conduct

**Date Adopted:** 18 September 2025

### 7.23.1 Introduction

The Shire will plan and conduct its work in such a manner that the health, safety and welfare of persons is given the highest level of protection, so far as is reasonably practicable, including for:

- Any members of the community, or other persons, who may be affected by works undertaken;
- All workers, whilst engaged in the performance of works; and
- All visitors to our workplaces.

### 7.23.2 Commitment

The Shire understands and accepts responsibilities imposed under Work Health and Safety legislation and is committed to providing healthy and safe working conditions, which are aimed at the prevention of work-related injuries or ill health. Consistent with this, the Shire will:

- Provide and maintain a healthy and safe work environment through the proactive identification of work-related hazards and elimination of these, where possible, or reduction of the associated risk level through the application of the hierarchy of risk controls, where hazards cannot be completely eliminated;
- Strive to achieve high standards and continuous improvement in Work Health and Safety performance by utilising best practice procedures, and considering current levels of technical knowledge and development;
- Comply with all applicable legislation and requirements;
- Establish, implement and maintain a Work Health and Safety Management System; including measurable objectives and targets aimed at elimination of work-related injury and illness.
- Ensure that all workers and other persons within the workplace are fully informed of potential hazards and associated risk control measures, including through a process of training, instruction, information sharing and supervision, as applicable;
- Effectively communicate and consult with all Work Health and Safety duty holders, including workers and their representatives, so as to ensure that everyone within the workplace is offered the opportunity to participate in the ongoing development of a healthy and safe workplace;
- Ensure that all workers are fully aware of their responsibility to take reasonable care to safeguard their own health and safety at work, and to avoid adversely affecting the health or safety of others through any act or omission at work, and to report hazards, accidents, incidents and near misses to their supervisor
- Make copies of this policy readily available to all workers and any other interested parties, including through display within the workplace.

### 7.23.3 Executive Instruction

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding Work Health and Safety, which is to include, but is not limited to:

- Acknowledgement of the requirements of the Work Health and Safety Act 2020;
- The establishment and operation of an employee-based Work Health and Safety Committee, in accordance with the Act;
- The requirement to develop, maintain and review Work Health and Safety manuals, requirements, standards, procedures, guidelines, and other relevant documents, as required;
- The requirement the develop, maintain and review a Work Health and Safety Handbook for contractors; and
- The possible consequences for breach of the Executive Instruction.

#### Version Control:

1	Policy adopted on 18 September 2025.



## 7.24 Drugs and Alcohol

**Statutory Context:** Work Health and Safety Act 2020

**Corporate Context:** Council Policy Manual

- 7.1 Disciplinary Action
- 7.23 Work Health and Safety
- 7.27 Employee Code of Conduct

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding drug and alcohol use, which is to include, but is not limited to:

- Ensuring that employees are not under the influence of drugs and alcohol while at work;
- Mechanisms to ensure the safety and wellbeing of all employees;
- Reporting obligations of employees who suspect that another employee is under the influence of drugs and/or alcohol; and
- A clear investigation and disciplinary process.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.25 Workplace Visitors

**Statutory Context:** Work Health and Safety Act 2020

**Corporate Context:** Council Policy Manual

- 7.23 Work Health and Safety

**Date Adopted:** 18 September 2025

### 7.25.1 Introduction

The Shire is committed to ensuring that visitors to Shire workplaces are not exposed to hazards, as far as reasonably practicable. The Shire understands that severe penalties apply under the Work Health and Safety Act 2020 if visitors to workplaces are injured through not being appropriately cared for. For these reasons, all visitors to Shire workplaces are required to comply with the directions of employees, in accordance with the Act.

### 7.25.2 At All Locations

Visitors who wish to move around the location must be accompanied by a Shire employee at all times, with the exception of authorised contractors and subcontractors.

Employees are to ensure that all walkways and access and exit points remain clear of obstacles at all times.

Prior to being authorised to enter a workplace or worksite that has known hazard/s, all visitors must be provided with a workplace specific induction on the nature of the hazard/s within that location, and must be instructed in any emergency evacuation procedures.

### 7.25.3 Offices and Similar Locations

All visitors are to report to the front counter, where applicable, or to the appropriate Manager or Supervisor before entering a Shire office or similar location.

### 7.25.4 Depot Workshop and Yard

Prior to entry into the depot workshop or yard, all visitors, contractors and subcontractors are to report to the depot office.

The use of high visibility workwear and appropriate footwear and PPE is mandatory for the depot and yard.

### 7.25.5 Construction and Maintenance Sites and Similar Locations

Prior to entry to a construction or maintenance site, all visitors, contractors and subcontractors are to report to the site Manager or Supervisor.

The use of high visibility workwear and appropriate footwear and PPE are mandatory for construction and maintenance sites.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7.26 Mental Health

<b>Statutory Context:</b>	Public Health Act 2016 Work Health and Safety Act 2020
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 7.2 Discrimination, Harassment and Bullying</li> <li>• 7.23 Work Health and Safety</li> <li>• 7.24 Drugs and Alcohol</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 7.26.1 Introduction

Good mental health can be defined as the capacity to feel, think and act in ways that enhance our ability to enjoy life and deal with the challenges we face. Mental health problems have causes that include both stressors within the workplace and the outside world. The most common mental health problems in the workplace are stress, anxiety and depression. These can result in poor working relationships, errors and accidents, absenteeism and high employee turnover.

Recent trends indicate that mental ill health in the workplace is increasing. It has been suggested that mental health problems are an increasing because of injury, illness and absences across Australian workplaces.

The potential benefits of mental health promotion include increased productivity and loyalty, reduced absenteeism and employee turnover. The employee experiences enhanced wellbeing, which also impacts on physical wellness and family life.

### 7.26.2 Purpose

The purpose of this policy is for the Shire promote and maintain the mental health and wellbeing of all employees through workplace practices, and to encourage employees to take responsibility for their own mental health and wellbeing.

### 7.26.3 Objectives

A mentally healthy workplace is one that takes a proactive and preventative approach to mental health, where risk factors are identified and action is taken to minimise their potential negative impact on an individual's mental health, as reasonably practicable. It is also one where protective and resilience factors are fostered and maximised, and there is a focus on ensuring good workplace outcomes for employees at risk of mental health problems and illness.

To achieve this, the Shire will aim to:

- Build and maintain a workplace environment and culture that supports mental health and wellbeing and prevents discrimination (including bullying and harassment);
- Provide leadership and support that engages employees to build organisational and individual resilience in the workplace, particularly to change, stress and work demands;
- Increase employee knowledge and awareness of good mental health and wellbeing, and empower workers to take responsibility for their own mental health and wellbeing;
- Reduce stigma around depression, anxiety and all forms of mental health illness in the workplace;

- Facilitate employees' active participation in a range of initiatives that support mental health and wellbeing; and
- Encourage work life balance and support flexible work arrangements where reasonably practical.

#### 7.26.4 Scope

This policy will:

- Comply with all relevant Work Health and Safety legislation;
- Be implemented in accordance with existing organisational policies and practices, such as the Work Health and Safety and the Equal Employment Opportunity, Diversity and Inclusion Policy;
- Be owned at all levels of the organisation, and implemented across all departments;
- Be evaluated and reviewed, as appropriate; and
- Applies to all employees of the Shire, including casual employees.

#### 7.26.5 Roles and Responsibilities

The Chief Executive Officer and the senior management team are responsible for providing the overall direction and commitment for this policy. Specifically, they are responsible for:

- Facilitating the development and delivery of tools, information, training and education, as necessary, to support the effective implementation of this policy;
- Monitoring the effectiveness of mental health strategies, and reporting outcomes to the Work Health and Safety Committee;
- Providing independent and confidential advice and support to managers and employees;
- Raising awareness and improving the organisation's literacy of, and capability with, mental health and wellbeing; and
- Referring employees for assistance and support, as necessary.

Employees in supervisory roles have a responsibility to:

- Ensure that all employees are made aware of this policy;
- Actively support and contribute to the implementation of this policy, including its goals;
- Manage the implementation and review of this policy;
- Refer employees for assistance and support, as appropriate; and
- Seek advice from the senior management team, when required.

All employees have a responsibility to:

- Understand this policy and seek clarification from management, where required;
- Support fellow employees in their awareness of this policy;
- Support and contribute to the organisation's aim of providing a mentally healthy and supportive environment for all employees;
- Take reasonable care of their own mental health and wellbeing, including physical health; and
- Take reasonable care that their actions do not affect the health and safety of other people in the workplace.

#### 7.26.6 Communication

The Shire will ensure that:

- This policy is easily accessible by all employees of the organisation;
- Employees are informed when a particular activity aligns with this policy;

- Employees are empowered to actively contribute and provide feedback to this policy; and
- Employees are notified of all changes to this policy.

#### 7.26.7 Monitoring and Review

This policy will be audited, monitored and reviewed in line with existing policies and procedures. Evaluation will be conducted by personnel with overall responsibility for this policy.

#### Version Control:

1	Policy adopted on XX 2025.

## 7.27 Working from Home

<b>Statutory Context:</b>	Work Health and Safety Act 2020 Local Government Officers (Western Australia) Award 2021 Municipal Employees (Western Australia) Award 2021
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 7.3 Employee Performance and Development</li> <li>• 7.27 Employee Code of Conduct</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 7.27.1 Working from Home Executive Instruction

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding working from home, which is to include, but is not limited to:

- Which employees are eligible to work from home;
- Which circumstances affect eligibility to work from home;
- A definition of a working from home arrangement;
- How employees can apply to work from home;
- The responsibilities of line managers in relation to working from home;
- The responsibilities of employees in relation to working from home;
- The process to approve working from home arrangements, including any trial periods;
- The use of any Shire equipment during a work from home arrangement;
- Work Health and Safety considerations;
- Record Keeping and confidentiality considerations;
- Insurance matters related to this matter;
- Termination of a working from home arrangement; and
- Disciplinary action relating to breaches.

### 7.27.2 The Chief Executive Officer and Working From Home

Where possible, the Chief Executive Officer is to follow the same process as any other employee with respect to any matters related to working from home. Where the Chief Executive Officer would be responsible for authorising an action related to working from home for another employee, the Shire President shall authorise that action for the Chief Executive Officer. Such an authorisation must not be inconsistent with any legislative requirements (i.e. relating to termination) or contractual obligations. Any dispute between the Chief Executive Officer and the Shire President regarding any working from home matters are to be resolved by a simple majority of Council.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7.28 Employee Code of Conduct

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"><li>• Section 5.51A – Code of conduct for employees</li></ul>
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

The Chief Executive Officer is to develop and maintain an Employee Code of Conduct. This code of conduct must be compliant with section 5.51A of the Local Government Act 1995 and any further statutory requirements imposed by regulations. The code of conduct must be published on the Shire's website and reviewed at least on an annual basis.

### Version Control:

1	Policy adopted on 18 September 2025.

## 7.29 Domestic Violence

<b>Statutory Context:</b>	Work Health and Safety Act 2020 Work Health and Safety (General) Regulations 2022 Industrial Relations Act 1979 Minimum Conditions of Employment Act 1993
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 7.22 Work Health and Safety</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 7.29.1 Purpose of Policy

The Shire is committed to creating a supportive work environment where workers are comfortable seeking support for domestic violence issues.

This policy outlines the Shire's approach to supporting workers impacted by domestic violence, and provides guidance for managers and workers seeking to support a colleague who may be experiencing domestic violence.

### 7.29.2 Scope

This policy applies to all Shire workers, contractors and volunteers (collectively referred to as workers).

Domestic violence impacts lives at home, in the community and in the workplace.

The effects of domestic violence can overflow into the workplace, compromising the safety and wellbeing of both victims and work colleagues. The often-masked effects of domestic violence not only lead to physical and emotional harm to the victim, but can also result in safety concerns, lost productivity, increased absenteeism, and increased staff turnover.

Working from home and self-isolating may also increase workers' exposure to family and domestic violence. Financial pressures, increased stress and disconnection from support networks also increase the risk. Domestic violence can occur in various contexts and is not limited to spousal relationships, and may also incorporate non-intimate partner relationships, siblings, parents or children.

### 7.29.3 Management Approach

The Shire:

- Is committed to creating a supportive work environment where workers are comfortable seeking support for domestic violence issues;
- Promotes a workplace that is free of threats, fear and violence by identifying, evaluating and supporting the safe status of all persons who may be victims of domestic violence;
- Will treat all workers with dignity, respect and compassion, while recognising domestic violence is unacceptable in any relationship;
- Has implemented responsive policies and procedures to assist workers impacted by domestic violence, including the provision of training on this policy; and



- Recognises and respects workers' right to privacy and the need for confidentiality and, as such, will maintain the confidentiality of a worker's disclosure regarding domestic violence, unless to do so would result in harm to a person or put at risk safety within the workplace.

#### 7.29.4 Manager Responsibilities

Managers and supervisors are responsible for:

- Remaining sensitive to, and respectful of, the needs, expectations and choices of victims of domestic violence;
- Maintaining and reviewing the domestic violence Policy as required;
- Ensuring all workers understand and are familiar with the domestic violence Policy and related procedures;
- Assisting relevant workers in domestic violence matters;
- Informing and consulting with applicable management regarding any reported domestic violence matters or concerns, as necessary;
- Taking all necessary actions to protect workers from harm;
- Ensuring prompt referral to support/mediation; and
- Overseeing controls and follow-up as required.

#### 7.29.5 Worker Responsibilities

Workers are responsible for:

- Raising their concerns with an appropriate supervisor or manager and/or contacting [www.1800respect.org.au](http://www.1800respect.org.au) or DV Assist for advice, if they suspect or are aware that another worker has been subject to domestic violence; and
- Cooperating with follow-ups regarding domestic violence issues and/or complaints, as required.

#### 7.29.6 Workplace Support

The Shire will seek to ensure that workers are aware of the options and resources available for those affected by domestic violence, and support will be offered to workers who are victims.

This support includes:

- Confidential means for help, resources and referral assistance to advocacy groups;
- Provision of additional security at the workplace, if required;
- Adjustments of work schedules or necessary leave to obtain medical, counselling or legal assistance; and
- Other appropriate assistance will be provided on an individual need basis.

The Shire will comply with the enforcement of all valid Court orders of protection relating to domestic violence. Furthermore, if requested by the victim or legal officials, the Shire will provide all available information regarding alleged violations of an order of protection.

#### 7.29.7 Confidentiality

The Shire will keep information related to a worker being a victim of domestic violence confidential.

Information regarding domestic violence incidents will not be divulged without the written consent of the affected worker, unless disclosure is necessary to protect the worker's or another person's safety. Wherever practicable, notice will be given to the affected worker before disclosure.

Clear guidance regarding confidentiality will be explained to all victims of domestic violence and support staff relating to an incident.

#### 7.29.8 Non-discrimination

The Shire will not discriminate against any worker who is, or appears to be, a victim of domestic violence. No discrimination will occur when hiring new staff promotions, staffing placements or other conditions of employment.

No staff member will take any adverse actions against a worker who submits a complaint or discloses concerns about domestic violence to a supervisor or co-worker.

If a worker is experiencing work performance difficulties as a result of domestic violence, all proactive support measures outlined in this policy will be undertaken, and the worker will be provided clear information about performance expectations and work priorities.

If a disciplinary process is required, care will be taken to consider the worker's situation when resolving performance problems.

#### 7.29.9 Suspected Abuse Guidelines for Managers and Supervisors

All staff should be aware of possible signs of DV. This can include:

- Decreased job performance;
- Untidy appearance;
- Signs of fear, anxiety, depression;
- Strong startle reactions;
- Recurrent muscle aches;
- Increased use of sick time;
- Frequent unexplained absences;
- Increased use of drugs and alcohol;
- Excessively late for work;
- Partner calls into the workplace frequently;
- Harassing phone calls;
- Changes in behaviour and work performance; and/or
- Preoccupation and lack of concentration.

The manager or supervisor should demonstrate their concerns to the worker in a closed, confidential meeting space.

Always remain respectful of the issues, and never try to diagnose the worker's problem. It must be made clear that the choice to confide in the issue is completely up to the worker.

Always respect the worker's rights if they choose not to talk. They may be embarrassed or scared, or you may not be the right person to offer support.

Some examples of phrasing can be found below, but each person should find the words they are most comfortable with.

- Let the worker know what you or others have observed:  
*e.g. "I noticed you are bruised, and you seem upset today..."*

- Express concern:  
*e.g. "I was worried someone may be hurting you?"*
- Make a statement that shows your support:  
*e.g. "I don't think anyone deserves to be abused."*
- Do not press the issue if the worker does not wish to talk about it. Reaffirm that the organisation is there for support, if required.  
*e.g. "I'm glad you are ok, but I was worried about you, so I felt I shouldn't ignore my concerns."*

#### 7.29.10 If a Worker Discloses Abuse

- Communicate your concern:  
*e.g. "Do you think you are in danger?"*
- Acknowledge that it is not their fault:  
*e.g. "There is no excuse for DV, they are responsible for their behaviour, not you."*
- Encourage the worker to seek help through support services.
- Let the worker know that all discussed information will be kept confidential, unless there is a threat of harm, in which case there is an obligation to seek help.
- Assist the worker in making a Domestic Violence Workplace Safety Plan for the workplace, if required.
- Encourage the worker to document serious domestic violence events with their health care provider, support services, or police.
- Communicate the availability of support such as paid or unpaid family and domestic violence leave, flexible work arrangements or other entitlements.
- Follow up to see how the worker is doing.
- It is important that supervisors and managers maintain their professional roles, and do not adopt the role of a counsellor. Discussions on a performance-related issue due to domestic violence should remain balanced and supportive.
- Remember that the worker has the right to privacy, and professional boundaries should be kept. The worker has the right to make their own decisions regarding their personal life, even if you do not agree with their decision.

#### 7.29.11 Support Services

Support Service	Details
1800RESPECT Phone: 1800 737 732 Website: <a href="http://www.1800respect.org.au">www.1800respect.org.au</a>	24-hour national sexual assault, family and domestic violence counselling line for people at risk of, family and domestic violence and/or sexual assault.
DV Assist Phone: 1800 080 083 Website: <a href="http://Dvassist.org.au">Dvassist.org.au</a>	Regional Western Australia domestic violence support, training and resources.  Online web chat or counselling phone line support available.
Lifeline Phone: 13 11 14 Website: <a href="http://www.lifeline.org.au">www.lifeline.org.au</a>	Anyone across Australia experiencing a personal crisis or thinking about suicide.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 7.30 Psychosocial Hazards

**Statutory Context:** Work Health and Safety Act 2020  
Work Health and Safety (General) Regulations 2022

**Corporate Context:** Council Policy Manual

- 7.2 Discrimination, Harassment and Bullying
- 7.23 Work Health and Safety
- 7.26 Mental Health
- 7.27 Employee Code of Conduct

**Date Adopted:** 18 September 2025

### 7.30.1 Objective

The Shire recognises that a mentally healthy workplace is a key driver for success and sustainability.

Psychosocial hazards refer to any hazards that can cause stress, strain, or interpersonal problems for workers. These risks can affect employees' physical or mental health, and impact their ability to perform effectively.

Common psychosocial hazards at work include:

- Job demands;
- Low job control;
- Poor support;
- Lack of role clarity;
- Poor organisational change management;
- Inadequate reward and recognition;
- Poor organisational justice;
- Traumatic events or material;
- Remote or isolated work;
- Poor physical environment;
- Violence and aggression;
- Bullying;
- Harassment, including sexual and gender-based harassment; and
- Conflict or poor workplace relationships and interactions.

Common external and individual (worker related) psychosocial hazards that can impact work include, but are not limited to:

- A person being at work under the influence of drugs, alcohol or other substances;
- Relationship issues (break-up, domestic violence, arguments at home);
- Fatigue or lack of sleep; and
- Medical concerns impacting stress levels or personal abilities.

### 7.30.2 Shire's Commitment

The Shire is committed to:

- Eliminating or minimising risks to psychological health and safety with integrated systems, policies and processes that are monitored regularly. This includes the consideration of psychosocial risks as part of risk management processes, safety documentation and induction processes;
- Building and maintaining a positive and supportive environment and culture that protects from psychological injury, encouraging positive and open communication;
- Increasing workers' knowledge, skills and capabilities to be resilient and thrive at work through training, resources and provision of services (such as the Employee Assistance Program);
- Reducing stigma and discrimination in the workplace;
- Facilitating workers' participation in a range of initiatives that contribute to a mentally healthy and safe workplace;
- Providing Critical Incident Debriefing support for work-related incidents, which may have a negative psychosocial impact; and
- Supporting the mental health recovery of all workers following any injury or illness.

### 7.30.3 Role of Workers

All workers are encouraged to:

- Be mindful of how their actions may impact the mental health and psychosocial wellbeing of other workers;
- Encourage open, positive and friendly communication within the workplace;
- Actively participate and contribute to a range of initiatives that contribute to a mentally healthy and safe workplace;
- Identify and report hazards and factors that may impact workers' psychological health and safety, and consider psychosocial risk in the development of any safety document; and
- Report psychosocial concerns to their supervisor or manager.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 8. Building and Development

<b>Statutory Context:</b>	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015 The Shire of Bruce Rock Scheme No. 3
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	20 June 2024

### 8.1.1 Statutory Authority

This local planning policy has been prepared and adopted under Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015 (Regulations). This policy may be cited as the Local Planning Policy No. 8.1 Outbuildings, Shipping Containers and Lean-Tos (this Policy). If there are any inconsistencies between the provisions of this Policy and other Shire local planning policies, the provisions of this Policy prevail.

### 8.1.2 Purpose

The Shire seeks to reduce the administrative burden and cost associated with the assessment and determination of minor development, and specific rural development that presently requires development approval under the Shire of Bruce Rock Local Planning Scheme No.3 (Scheme).

Apart from the development types that already do not require development approval (are exempted development) under the Scheme, this Policy details additional exempted development, and the Shire requirements in respect of authorising temporary development, as provided for under Schedule 2 clause 61 of the Regulations.

### 8.1.3 Objectives

- a) To permit outbuildings, shipping containers and lean-tos (as defined by this Policy) that meet the needs and lifestyles of residents, and broadacre farming activities, whilst being appropriate for the land's zoning and the use of the land.
- b) To ensure development outcomes will provide for a high standard of built form and visual appearance.

### 8.1.4 Definitions of Terms

The terms used in this policy have the following meanings:

Term	Definition
<b>Lean-to</b>	An open frame single slope roofed structure attached to an outbuilding, shipping container or a building that is used for a permitted or approved land use.
<b>Outbuilding</b>	An enclosed, or partly enclosed, non-habitable structure that is detached from any dwelling or is a structure/building that is used for a permitted or approved land use and includes sheds, farm sheds and similar enclosed, or partly enclosed, buildings/structures, but does not include a shipping container.

Term	Definition
Partly Enclosed Outbuilding	An Outbuilding bounded by no less than two permanently fully walled sides.
Shipping Container (also known as a sea or cargo container)	A re-sealable, re-usable, modular enclosed box constructed of steel panels, with flat roof, which can be transported and adopted for storage use and other non-habitable uses.

### 8.1.5 Exempted Development

The following development types do not require development approval, provided the requirements listed below are satisfied.

Exempted Development Type	Requirements
1. The erection of additions or alterations to an enclosed, or partly enclosed Outbuilding on a lot	<ol style="list-style-type: none"> <li>The lot is zoned either Residential or Townsite, and less than 4,000m<sup>2</sup> in area.</li> <li>There is a dwelling on the lot and conditions of Schedule 2 clause 61(1) Item 7 of the Regulations are met, as varied by a) and b) below in respect of the large and multiple outbuildings deemed-to-comply provisions of the R-Codes: <ol style="list-style-type: none"> <li>individually or collectively does not exceed 180m<sup>2</sup> in area or 18% in aggregate of the (lot) site area, whichever is the lesser area; and</li> <li>wall and/or ridge height (measured from finished ground level) does not exceed 4.5m.</li> </ol> </li> <li>Where there is no dwelling on the lot, the outbuilding complies with all of the following: <ol style="list-style-type: none"> <li>Is used for purposes that are permitted or approved under the Scheme;</li> <li>Is not used for habitable purposes;</li> <li>Is constructed of materials and of appearance to complement and be sympathetic with any structure/building on the lot or the locality;</li> <li>Individually or collectively does not exceed 180m<sup>2</sup> in area or 18% in aggregate of the (lot) site area, whichever is the lesser area;</li> <li>Wall and/or ridge height (measured from finished ground level) does not exceed 4.5m;</li> <li>Complies with all other relevant development standards and requirements set out in the Scheme; and</li> <li>Not located in a heritage-protected place.</li> </ol> </li> </ol>
2. The erection of additions or alterations to an enclosed, or partly enclosed Outbuilding on a lot	<ol style="list-style-type: none"> <li>The lot is zoned either Residential or Townsite, and is equal to or greater than 4,000m<sup>2</sup> in area and located within the gazetted towns boundary.</li> <li>Where associated with a dwelling and conditions of Schedule 2 clause 61(1) Item 7 of the Regulations are met, as varied by a) and b) below in respect of the large and multiple outbuildings deemed-to-comply provisions of the R-Codes: <ol style="list-style-type: none"> <li>individually or collectively does not exceed 500m<sup>2</sup> in area or 12.5% in aggregate of the (lot) site area, whichever is the lesser area; and</li> </ol> </li> </ol>

Exempted Development Type	Requirements
	<p><b>b)</b> wall and/or ridge height (measured from finished ground level) does not exceed 6m.</p> <p><b>3.</b> Where there is no dwelling on the lot, the outbuilding complies with all of the following:</p> <p><b>a)</b> Is used for purposes that are permitted or approved under the Scheme;</p> <p><b>b)</b> Is not used for habitable purposes;</p> <p><b>c)</b> Is constructed of materials and of appearance to complement and be sympathetic with any structure/building on the lot or the locality;</p> <p><b>d)</b> Individually or collectively does not exceed 500m<sup>2</sup> in area or 12.5% in aggregate of the (lot) site area, whichever is the lesser area;</p> <p><b>e)</b> The wall and/or ridge height (measured from finished ground level) does not exceed 6m;</p> <p><b>f)</b> Complies with all other relevant development standards and requirements set out in the Scheme; and</p> <p><b>g)</b> Not located in a heritage-protected place.</p>
<p><b>3.</b> The erection of additions or alterations to an enclosed, or partly enclosed Outbuilding on a lot</p>	<p><b>1.</b> The lot is zoned Rural and is <i>outside</i> of the gazetted towns boundary.</p> <p><b>2.</b> Is associated with a dwelling on the lot, or is used for purposes that are permitted or approved under the Scheme.</p> <p><b>3.</b> Is not used for habitable purposes.</p> <p><b>4.</b> Is constructed of materials and of appearance to complement and be sympathetic with the dwelling, or locality.</p> <p><b>5.</b> Complies with setback requirements not less than 30m from a primary road, and 20m from a secondary road, rear road, or other road.</p> <p><b>6.</b> Complies with all other relevant development standards and requirements set out in the Scheme.</p> <p><b>7.</b> Not located in a heritage-protected place.</p>
<p><b>4.</b> The erection of additions or alterations to an enclosed, or partly enclosed Outbuilding on a lot</p>	<p><b>1.</b> The lot is zoned Rural and is <i>within</i> the gazetted towns boundary.</p> <p><b>2.</b> Individually or collectively do not exceed 350m<sup>2</sup> in area or 10% in aggregate of the (lot) site area, whichever is the lesser area.</p> <p><b>3.</b> Is associated with a dwelling on the lot or is used for purposes that are permitted or approved under the Scheme.</p> <p><b>4.</b> Is not used for habitable purposes.</p> <p><b>5.</b> Is constructed of materials and of appearance to complement and be sympathetic with the dwelling or in locality.</p> <p><b>6.</b> The wall and/or ridge height (measured from finished ground level) does not exceed 6m.</p> <p><b>7.</b> Complies with setback requirements not less than 20m from a primary road, and 10m from a secondary road, rear road, or other road.</p> <p><b>8.</b> Complies with all other relevant development standards and requirements set out in the Scheme.</p> <p><b>9.</b> Not located in a heritage-protected place.</p>
<p><b>5.</b> Shipping Container</p>	<p>Shipping Containers are a portable, durable and secure type of outbuildings which can be purposed for specialised storage functions. Due to a history of</p>



Exempted Development Type	Requirements										
	<p>development concerns, shipping containers require development control to ameliorate their effect on the local amenity. Therefore, a shipping container development shall require development approval, except where the following are met:</p> <ol style="list-style-type: none"> <li>1. It is wholly located within an existing enclosed building; or</li> <li>2. It is authorised by the Shire Delegate as temporary development; or</li> <li>3. All of the following criteria are satisfied: <ol style="list-style-type: none"> <li>a) It is on a lot in the following zones and does not exceed the number and size below: <table border="1" data-bbox="501 660 1406 990"> <tr> <td>Residential zone</td><td>One 20-foot container.</td></tr> <tr> <td>Townsite zone</td><td>One 20-foot container.</td></tr> <tr> <td>Rural zone <i>within</i> the gazetted towns boundaries</td><td>Two 20-foot containers or one 40-foot container.</td></tr> <tr> <td>Rural zone <i>outside</i> the gazetted towns boundaries</td><td>No limit, and in full accordance with this clause sub clauses being b), d), e), and f).</td></tr> <tr> <td>Commercial zone</td><td>Two 20-foot container or one 40-foot container.</td></tr> </table> </li> <li>b) It is not stacked on top of each other, where more than one is permitted.</li> <li>c) It is in new or good condition and of muted colours(s).</li> <li>d) It is set back from the street and lot boundaries in accordance with Scheme requirements.</li> <li>e) It is used for purposes that are permitted or approved under the Scheme.</li> <li>f) It is not located in a heritage-protected place.</li> </ol> </li> </ol>	Residential zone	One 20-foot container.	Townsite zone	One 20-foot container.	Rural zone <i>within</i> the gazetted towns boundaries	Two 20-foot containers or one 40-foot container.	Rural zone <i>outside</i> the gazetted towns boundaries	No limit, and in full accordance with this clause sub clauses being b), d), e), and f).	Commercial zone	Two 20-foot container or one 40-foot container.
Residential zone	One 20-foot container.										
Townsite zone	One 20-foot container.										
Rural zone <i>within</i> the gazetted towns boundaries	Two 20-foot containers or one 40-foot container.										
Rural zone <i>outside</i> the gazetted towns boundaries	No limit, and in full accordance with this clause sub clauses being b), d), e), and f).										
Commercial zone	Two 20-foot container or one 40-foot container.										
6. Lean-to structure	<ol style="list-style-type: none"> <li>1. Is associated with an outbuilding or shipping container and is used for purposes that are permitted or approved under the Scheme.</li> <li>2. Is unenclosed, other than the one side attached to an outbuilding or shipping container.</li> <li>3. Has an area no more than 30% of the area of the outbuilding that it is attached to or has an area no more than 100% of the area of the shipping container to which it is attached.</li> <li>4. Is constructed of materials and of appearance to complement and be sympathetic with the outbuilding or shipping container or within the locality.</li> <li>5. Is set back from the street and lot boundaries in accordance with Scheme requirements.</li> <li>6. Not located in a heritage-protected place.</li> </ol>										

### 8.1.6 Temporary Development

The Shire may authorise for a period longer than 48 hours in any 12-month period the temporary erection, extension or placement and use of an outbuilding(s), shipping container(s) and lean-to(s), provided the following requirements are satisfied as applicable:

- a) Is erected or placed for the purpose of providing a service, works or use due to a disruption of an essential service, a public health emergency, a state of emergency, or any combination of the aforementioned disruption and/or emergency, as determined by the exercise of reasonable and practicable deliberation by the Shire Delegate.
- b) Is for the temporary storage of building materials, equipment, plant and/or machinery to be used for the construction of a dwelling or additions to a dwelling that have a current development approval and/or for which a building permit has been issued pursuant to the Building Act 2011 and is (to be) located on the same land (lot) as the dwelling.
- c) The construction works are actively being undertaken on the site (lot), and do not lapse for any period greater than 30 days.
- d) Otherwise for a use that is permitted or approved under the Scheme.
- e) There is no obstruction to pedestrian or vehicle movements or obstruction to vehicle sight lines.
- f) Is suitably located on, and of a reasonable size for, the site.
- g) Is in new or good condition and of muted colour(s), unless otherwise approved by the Shire Delegate.
- h) The structure/building is removed, and the site made good upon the completion of the construction works for the dwelling, being lock-up stage or as determined by the Shire Delegate or at the expiry of the authorised period unless a further period is authorised.
- i) The structure/building is removed, and the site made good upon the formal cessation of the essential service or use caused by a disruption of an essential service, a public health emergency, a state of emergency or any combination of the aforementioned disruption and/or emergency, as determined by the Shire Delegate or at the expiry of the authorised period unless a further period is authorised.

Furthermore, the Shire may impose conditions for the temporary structure/building to be of acceptable materials, colour and construction standard and dealing with any visual amenity considerations.

### 8.1.7 Application Requirements

The applicant is to provide to the Shire the following, unless the Shire elects to waive or vary:

<b>1. A site plan or plans depicting:</b>	<ul style="list-style-type: none"> <li>a) The location of the site (lot).</li> <li>b) Existing and, if relevant, proposed natural ground levels.</li> <li>c) Boundary setbacks.</li> <li>d) Natural features, inclusive of trees and vegetation.</li> <li>e) Existing structures/buildings.</li> <li>f) Existing/proposed means of access.</li> <li>g) Location, dimensions and elevations of the proposed structure/building.</li> </ul>
<b>2. Additional plans and or written information depicting or describing:</b>	<ul style="list-style-type: none"> <li>a) The construction materials and finishes, intentions for screening and landscaping to address any visual amenity considerations.</li> <li>b) Details of the proposed or intended use of the structure/building.</li> <li>c) The period that the temporary development will be situated on the site (lot).</li> </ul>
<b>3. Payment of the relevant application fee.</b>	<ul style="list-style-type: none"> <li>a) As per the Shire's annual Schedule of Fees and Charges.</li> </ul>

### 8.1.8 Confirmation and Authorisation

After receiving a valid application, the Shire shall review it as quickly as is reasonably practicable. If the applicant is successful, the Shire shall issue written confirmation that the proposed development is exempted development, or issue written authorisation for the temporary development for a specified period inclusive of any conditions.

Unless otherwise stated in the written confirmation, the following shall apply:

- a) Within the gazetted towns boundary of the Bruce Rock district, a building permit is required to be obtained from the Shire prior to construction of an Outbuilding, Shipping Container or Lean-to over 10m<sup>3</sup> in building footprint area and when determined to be a building classification of Class 10A.
- b) Outside the gazetted towns boundary of the Bruce Rock district, building work of an Outbuilding, Lean-To, or Shipping Container could be exempted building work, therefore not requiring a building permit when determined to be a building classification of Class 10A.

For the avoidance of doubt, Council determines a Class 10A Outbuilding, Lean – To, or Shipping Container as the applicable Class of building work when used for storage of broadacre farming operation items, and/or parking up of farming vehicles to meet the operational needs of broadacre farming activities. Furthermore, the Class 10A Outbuilding, Lean – To, or Shipping Container is conditional for being used for purposes approved or permitted under the Scheme and meeting the objectives of this Policy.

Furthermore, an Outbuilding or Lean-to, or Partly enclosed Outbuilding are, for the purpose of this Policy, not buildings used for the display of goods or produce for sale by wholesale, and are also not buildings for the production, assembling, altering, repairing, packing, finishing or cleaning of goods or produce for sales to take place. Should this be the building's purpose, then Planning Approval is required as these 'uses' fall outside the exempted development considerations of this Policy.

### 8.1.9 Administration of This Policy

The Chief Executive Officer is authorised to:

- a) Waiver or vary the application requirements other than the application fee;
- b) Under the policy provisions, determine whether the proposal is exempted development or is temporary development;
- c) Issue written confirmation of exempted development or written authorisation of temporary development for a specified period inclusive of any conditions; and
- d) Notwithstanding compliance with the provisions of this Policy, if the Chief Executive Officer determines that a proposal is contentious or of a contentious nature, the applicant is to provide evidence of consultation in respect of the proposal to be submitted for the consideration of Council. This consultation must include comments from neighbouring landowners (and/or tenants).

Upon assessment, should a proposed Outbuilding be determined to not be consistent with the definition of a Class 10A Outbuilding, after consultation with the applicant, the proposal may be referred to Council for planning approval with the usual fees to apply.

### 8.1.10 Adoption

Action	Date
Public Consultation/Advertising	25 May 2022 to 15 June 2022.
Adoption	23 June 2022
Public Notification of Adoption	21 July 2022 to 4 August 2022

Amended	TBD
Next Review Date	March 2026

**Notes:** This policy requires both public consultation prior to adopting and public notification of adoption. The same notification requirements apply for amendments, unless the Local Government considers them to be minor amendments.

**Version Control:**

1	Policy adopted on 20 June 2024.

## 8.2 Local Planning Policy for Heritage Places

<b>Statutory Context:</b>	Heritage Act 2018 Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015 The Shire of Bruce Rock Scheme No. 3
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	20 July 2023

### 8.2.1 Statutory Background

This policy has been adopted in accordance with the Planning and Development (Local Planning Schemes) Regulations 2015. These regulations enable the Shire to prepare local planning policies for any matter related to the planning and development of the scheme area. The local planning policy can only have effect where consistent with regulations and the local planning scheme.

### 8.2.2 Purpose

To provide guidance on the assessment of development proposals that affect heritage protected places.

### 8.2.3 Definitions

Unless otherwise defined, terms used in this policy have common meanings and include those defined in the Planning and Development Act 2005, the Planning and Development (Local Planning Schemes) Regulations 2015, and the Heritage Act 2018.

Term	Definition
<b>Deemed Provisions</b>	Provisions contained in Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015.
<b>Heritage Agreement</b>	A contract under Part 7 of the Heritage Act 2018 undertaken on a voluntary basis by owners of a heritage place.
<b>Heritage Area</b>	An area designated as a Heritage Area under clause 9 of the Deemed Provisions.
<b>Heritage Assessment</b>	An assessment that describes a place and its setting and states its significant heritage value as per criteria adopted by the Heritage Council of Western Australia.
<b>Heritage Impact Statement</b>	Describes and evaluates any potential impact of a proposed development to the significance of a heritage place or area.
<b>Heritage List</b>	A list of heritage places adopted under the Local Planning Scheme, included within the Local Heritage Survey, and assessed as being worthy of conservation.
<b>Heritage Place</b>	A site, area, space, building, structure, precinct, landscape or garden that has been assessed to have natural or cultural heritage value.
<b>Local Heritage Survey</b>	A document adopted by Local Government that identifies and records places that are, or might become, of cultural heritage significance.

Term	Definition
<b>Local Planning Scheme</b>	A document adopted by Local Government that sets out the way land is to be used and developed, classifies areas for land use and includes provisions to coordinate infrastructure and development within the Local Government area.

#### 8.2.4 Objectives

The objectives of the policy are to:

- a) Conserve and protect places of cultural heritage significance that are identified on the Heritage List;
- b) Ensure that developments do not adversely impact the significance of heritage places identified on the Heritage List;
- c) Ensure that heritage significance is given due weight in local planning decision making; and
- d) Provide certainty to landowners and community about the planning processes for identification and protection of places identified in the Heritage List.

#### 8.2.5 Application

- a) The policy applies to any places in Categories 1 and 2 (A and B) as identified in the Heritage List in the Local Heritage Survey.
- b) The Deemed Provisions apply to the property, or portion thereof, as defined in the Heritage List in the Local Heritage Survey.
- c) The Deemed Provisions do not apply specifically to the interior of the buildings identified in the Heritage List in the Local Heritage Survey.

#### 8.2.6 Development Control Principles

When considering any planning applications in relation to a place identified in the Heritage List, the Shire will apply, and have regard to, the development control principles listed in sections 6.5 and 6.6 of The State Planning Policy 3.5 Historic Heritage Conservation (2000), and in particular:

- a) Whether any proposed development will adversely affect the significance of any heritage place or area, including any adverse effect resulting from the locations, bulk, form or appearance of the proposed development;
- b) Measures proposed to conserve the heritage significance of the place and its setting; and
- c) The structural condition of a place, and whether a place is reasonably capable of conservation.

#### 8.2.7 Levels of Significance

The level of heritage significance of a place is one of the matters considered in determining an application. One of the following levels of significance is applied to each place identified in the Local Heritage Survey and the Heritage List. This policy is relevant to places of Exceptional Significance (Category 1 – State Register) and Considerable Significance (Category 2), as identified in the Heritage List in the Local Heritage Survey.

Level of Significance	Description	Desired Outcome
<b>Exceptional Significance HERITAGE LIST</b> <u>Category 1 (LHS)</u>	Essential to the heritage of the locality. Rare or outstanding example.	The place should be retained and conserved, unless there is no feasible and prudent alternative to doing otherwise. Any alterations or extensions should reinforce the significance of the place, and be in accordance with a Conservation Plan (if one exists).
<b>Considerable Significance HERITAGE LIST</b> <u>Category 2 (LHS)</u>	Very important to the heritage of the locality. High degree of integrity/authenticity.	Conservation of the place is highly desirable. Any alterations or extensions should reinforce the significance of the place.

### 8.2.8 Applications for Planning Approval – Accompanying Material

Minor works may need to demonstrate that the development will not have an adverse effect on the cultural heritage significance of the place, but may not require submission of all accompanying material, at the discretion of the Shire.

An applicant may be required to provide one or more of the following reports to assist in the determination of a development application. This is additional to the requirement for accompanying material set out in the Local Planning Scheme and the Model Scheme Text.

#### a) Heritage Impact Statement

If a proposal will have a substantial impact on the exterior fabric or form of a place in the Heritage List, a Heritage Impact Statement may be required. It should address three main questions:

- i) How will the proposed development affect the significance of the place?
  - ii) What alternatives have been considered to minimise any adverse impacts?
  - iii) Will the proposal result in any heritage conservation benefits that might offset any adverse impacts?
- b) A schedule identifying existing relevant heritage fabric of the place, and how the proposed development responds to the heritage values of the place.
  - c) Street elevations, where works include a new development within a heritage place, or that otherwise propose changes that will be substantially visible from the public domain.

A determination of the proposed development will be a Shire of Bruce Rock decision with regard to the impact on the cultural heritage significance of the place.

### 8.2.9 Register of Heritage Places

If a proposal affects a place that is entered in the Register of Heritage Places (State Heritage listed), the Shire will refer the development application to the Heritage Council of Western Australia. A Heritage Impact Statement may be required at the applicant's expense.

### 8.2.10 Proposed Demolition

A structural condition assessment can be requested in the case of proposed demolition, if structural failure is cited as a justification for the demolition of a place in the Heritage List. The structural evidence should be provided by a

registered structural engineer to substantiate that the structural integrity of the building has failed and cannot be rectified without removal of a majority of its original fabric that would impact the significance of the place.

#### 8.2.11 Archival Recording in the Case of Demolition

If the proposed demolition application of a place in the Heritage List or Local Heritage Survey is approved, a condition of approval may require the applicant to submit an archival record of the place, prior to the commencement of development. The archival record is to be in accordance with the Heritage Council's standard for archival recording.

#### 8.2.12 Conditions of Approval

The procedures for adding, deleting, or amending entries to the Heritage List are set out in the Local Planning Scheme. The Heritage List should include, as a minimum, all those places identified in the Local Heritage Survey as being of Exceptional Significance: Category 1 (Register of Heritage Places) or Considerable Significance: Category 2.

The Shire may amend the Heritage List in the following situations:

- a) Consider inclusion of a place in the Heritage List, if the findings of a reviewed Local Heritage Survey support it.
- b) A place is nominated for inclusion by the owner or a member of the public, if assessment documentation to the required standard is provided by the nominator. If not, consideration will be deferred until a review of the Heritage List is scheduled.
- c) The inclusion of a place may be considered if a heritage assessment is prepared as part of a Heritage Impact Statement submitted by an applicant.
- d) Consider removing a place from the Heritage List, if it is demolished or is damaged or destroyed, to the extent that its significance is significantly impacted or lost.
- e) The Shire will retain a record of all places destroyed, demolished and/or removed from the Heritage List, to monitor the rate of losses over time.

#### 8.2.13 Shire Owned Property

The Shire will seek to lead by example by conserving and managing its own property in accordance with this policy.

#### Version Control:

1	Policy adopted on 20 July 2023.



## 9. Community Facilities and Engagement

### 9.1 Hire of Community Bus

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

#### 9.1.1 Introduction

The purpose of the community bus is to provide transport for local community groups and residents. The community bus has a carrying capacity of 21 passengers without wheelchairs, or 17 passengers and 1 wheelchair. Disabled access is via the rear of the bus.

#### 9.1.2 Executive Instruction

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the use of the community bus, which is to include, but is not limited to:

- The booking procedure, including:
  - Use of the correct hire form; and
  - Requirements to obtain certain information from the driver of the vehicle;
- Conditions of use, including:
  - A requirement to sign a condition of use form;
  - A requirement that the hirer completes a vehicle logbook;
  - A ban on smoking on the bus;
  - A requirement for the driver to have a blood alcohol content of 0.00%;
  - A requirement to check tyres, oil and water daily within periods of extended use; and
  - An obligation to report all damage to the Shire as soon as possible;
- A bond requirement;
- A cancellation policy; and
- Instructions for key storage and collection.

#### 9.1.3 Fees and Charges

Fees and charges are reviewed annually as part of the Shire's budget process and can be found in the Shire's Schedule of Fees and Charges. In accordance with Policy 4.12 Waiving of Fees, Shire employees do not have the authority to waive, discount or amend any fees or charges.

#### 9.1.4 Arrangement for Bruce Rock Seniors Association Bookings

Each financial year, the Bruce Rock Seniors Association is entitled to:

- three (3) free bookings; plus
- three short-distance trips per year (each not exceeding 150 km round-trip).

Beyond these trips, normal rates for hire will apply as per the Schedule of Fees and Charges.

#### 9.1.5 Arrangement for Shire Employees

Each financial year, the Chief Executive Officer is entitled to four (4) free bookings of the community bus for the purpose of transporting staff to professional and team development events.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 9.2 Hire of Buick

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 9.2.1 Executive Instruction

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the hiring of the Shire Buick, which is to include, but is not limited to, the guidelines and conditions of use.

### 9.2.2 Fees and Charges

The hire fees are as determined by the Schedule of Fees and Charges

#### Version Control:

1	Policy adopted on 18 September 2025.

## 9.3 Lease of Community Crop

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 3.58 – Disposing of Property</li> </ul> Local Government (Functions and General) Regulations 1996 <ul style="list-style-type: none"> <li>• Regulation 30 – Dispositions of property excluded from Act s.3.58</li> </ul>
<b>Corporate Context:</b>	Strategic Community Plan
<b>Date Adopted:</b>	18 September 2025

### 9.3.1 Introduction

The Shire leases the cropping rights to the Community Crop located on the land immediately surrounding the Bruce Rock Airstrip. The intention of this is to assist local community and sporting groups to raise funds for their activities, and thus provide benefit to the wider community.

### 9.3.2 Conditions to Consider

The following list details the rules that apply, and the conditions that must be considered when awarding the Community Crop Lease:

- The lease will be initially offered by a Register of Interest (ROI) six (6) months prior to the expiry date of the previous lease.
- ROIs will only be considered from Bruce Rock sporting clubs and community groups.
- The lease will be offered for three (3) years' duration;
- The ROI must contain the following information:
  - A cropping plan for the duration of the lease; and
  - An indication of what the proceeds from the sale of the crop will be used for. This must be of benefit to the Shire, either through the direct investment in the community group or club, or towards activities of wider benefit to the Bruce Rock community. If it is the former, then the ROI should be specific about what the sporting club or community group intends to use the proceeds for.
- The sporting club or community group that holds the existing lease may submit a ROI to extend the lease, but if there is at least one other eligible ROI, then an extension will not be granted. The aim of the Community Crop Lease is to spread the benefit around the community and engage different sporting clubs and community groups, where possible.
- Consideration will be given to the prior knowledge and expertise of the applicants, evidenced by the thoroughness of their ROI. This will be explained to all applicants when the ROI process is announced and advertised.
- Periodic inspection of the Community Crop land may be undertaken by Shire employees to ensure that the requirements of the lease are being fulfilled. Measures up to and including termination of the lease could result, if activities are not deemed to be sufficient to meet the lease conditions.
- At the cessation of the lease the land must be clear of all (summer) weeds.
- All soil tests, crop rotations and chemical records must be provided to the Shire when requested.

### 9.3.3 Statutory Compliance

The disposition of this land is exempt from the requirements of section 3.58 of the Local Government Act 1995, in accordance with regulation 30 of the Local Government (Functions and General) Regulations 1996. In order to meet the requirements of this exemption:

- the lessee must be a body (whether incorporated or not) with one of the following objects:
  - Charitable;
  - Benevolent;
  - Religious;
  - Cultural;
  - Educational;
  - Recreational; or
  - Sporting or other like nature; and
- the members of the body must not be entitled to, or permitted to, receive any pecuniary profit from the body's transactions.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 9.4 Community Engagement

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 9.4.1 Introduction

The Shire is committed to ensuring that its community engagement processes are of the highest calibre. The Shire is a proactive local government that not only has a willingness to listen to and value what community members have to say about an issue, but actively seeks out their perspectives. The Shire seeks to use the ideas, knowledge and skills of members of the community to enhance its decision making.

This policy does not negate the requirement of the Shire to comply with certain statutory obligations, rather it provides the principles in which the Shire seeks to uphold when engaging the community.

### 9.4.2 Definitions

**Community** – Those who live, work or recreate within the Shire of Bruce Rock.

**Community Engagement** - is any process that involves the public in problem solving or decision-making and uses public input to make decisions.

With this definition in mind, community engagement may refer to a range of interactions between the Shire and the community, including:

- Information sharing processes that keep the community informed and promote understanding;
- Consultation processes;
- Involving community members consistently throughout a process to ensure community concerns and aspirations are understood and considered; and
- Collaborating with community members in each aspect of a decision-making process.

### 9.4.3 Principles for Community Engagement

The following principles apply to all community engagement activities undertaken by the Shire:

<b>Focus and Commitment</b>	<ul style="list-style-type: none"> <li>• The purpose of each community engagement activity will be identified and outlined in a way that makes it clear how the engagement activity will add value to the Shire's decision-making process.</li> <li>• Each community engagement activity will be planned in a way that participants who are invited to comment on, or participate in, a decision-making process are aware of the level of influence they have over the decision. Participants are to be informed of the person or body ultimately responsible for the decision.</li> <li>• The Shire shall, at all times, remain genuinely open to engaging with the community and committed to using a range of appropriate engagement methods.</li> </ul>
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<b>Transparency and Openness</b>	<ul style="list-style-type: none"> <li>• All community engagement processes will be open and transparent.</li> <li>• Comments will be documented and analysed.</li> <li>• The Shire will seek to understand the concerns and interests of all stakeholders and provide opportunities for participants to appreciate each other's perspectives.</li> </ul>
<b>Responsiveness and Feedback</b>	<ul style="list-style-type: none"> <li>• The Shire will advise participants of progress on issues of concern, provide feedback in a timely manner on the decision made, and communicate the rationale for the decision, where necessary.</li> <li>• The best interest of the community will prevail over individual or vested interests.</li> </ul>
<b>Inclusiveness, Accessibility and Diversity</b>	<ul style="list-style-type: none"> <li>• Persons or organisations affected by, or who have an interest in, a decision will have an opportunity to participate in community engagement processes.</li> <li>• Community engagement processes will be open to all those who wish to participate.</li> <li>• The Shire will endeavour to engage the community in an inclusive manner and provide accommodations (where appropriate) to assist members of the community so that they may fully participate in the engagement process.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• The Shire will seek community engagement to enhance its decision-making. However, where the Shire is responsible and accountable for a given matter, it will accept its responsibility to make the final decision and provide leadership.</li> </ul>
<b>Information</b>	<ul style="list-style-type: none"> <li>• Appropriate, accessible information will be available to ensure participants are sufficiently well informed and supported to participate in the process.</li> </ul>
<b>Timing</b>	<ul style="list-style-type: none"> <li>• Community engagement will be undertaken early enough in any given process to ensure that participants have enough time to consider the matter at hand and provide meaningful feedback.</li> <li>• All engagement processes will have timeframes that will be made clear to participants and adhered to by the Shire.</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• The Shire will allocate sufficient financial, human and technical resources to support community engagement.</li> </ul>
<b>Evaluation</b>	<ul style="list-style-type: none"> <li>• The Shire will monitor and evaluate processes to ensure the engagement being undertaken is meeting planned outcomes.</li> </ul>

**Version Control:**

1	Policy adopted on 18 September 2025.

## 9.5 Aquatic Centre

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 2.14 Child Safe Awareness</li> <li>• 7.23 Work, Health and Safety</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 9.5.1 Executive Instruction

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding the rules applying to patrons visiting the Bruce Rock Aquatic Centre. The Executive Instruction is to cover, but is not limited to, the following matters:

- Dress code;
- The use of the slide and play equipment;
- The use of barbecue, picnic and recreation areas;
- Photography and filming;
- Supervision of children;
- Safety, health and hygiene; and
- Enforcement of rules.

#### Version Control:

1	Policy adopted on 18 September 2025.



## 10. Works and Services

### 10.1 Employees' Private Use of Plant and Equipment

**Statutory Context:** None

**Corporate Context:** None

**Date Adopted:** 18 September 2025

The Chief Executive Officer is to prepare and maintain a detailed Executive Instruction regarding employees' private use of the Shire's plant and equipment, which is to include, but is not limited to, the guidelines and conditions of use.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 10.2 Dust Suppression Treatment of Unsealed Roads

<b>Statutory Context:</b>	None
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 10.2.1 Introduction

The purpose of this policy is to provide guidelines regarding the process to handle requests for suppressing dust on unsealed roads that are adjacent to dwellings.

### 10.2.2 Aim

The aim of this policy is to improve public health by allowing applications to be received for the suppression of dust on unsealed roads.

### 10.2.3 Eligibility

To be eligible for consideration, a dwelling is required to be within 50 metres of an unsealed road, and the landowner to contribute 50% of the costs towards the solution.

Council needs to approve the application as part of the Annual Budget Process and will only approve one request per financial year.

### 10.2.4 Guidelines

- Depending on the availability of finance and Council's road upgrade priorities, if approved by Council, the Shire will contribute 50% of the cost of construction, an appropriate length of seal, between 300 metres to 500 metres, if that landowner contributes the other 50% of the cost of the works to be carried out. A similar 50/50 cost splitting can also apply to drainage and road works including a second coat seal, which is not related to a landowner's residence, and where the Shire's asset will be improved by such sealing. If the landowner is not prepared to contribute 50% of the cost, then the requested works will only be considered along with other priorities in the Shire's Annual Works Programme.
- Requests for sealing roads on a shared basis are to be referred to Council. If approved, they will be placed on record and funded in order of merit, if this is economically efficient or when funds are available.
- The total payment of the Shire's calculated contribution towards the upgrade must be received from the landowner before any works are carried out.
- Council, at its discretion, may allow the landowner to pay the full amount up front and agree to refund 50% of the cost in the next year's budget, should the owner wish to carry out the works to the Shire's specifications.
- The landowner must submit a written application to the Council by November each year requesting consideration of dust suppression treatment, for inclusion on the Shire's annual Works Program.
- Council will only approve one request per financial year.

- If more than one application is received in a financial year, applications will be assessed in order of merit, as determined by Council.

**Version Control:**

1	Policy adopted on 18 September 2025.

## 10.3 Crossovers

<b>Statutory Context:</b>	Local Government Act 1995 Local Government (Uniform Local Provisions) Regulations 1996
<b>Corporate Context:</b>	None
<b>Date Adopted:</b>	18 September 2025

### 10.3.1 Aims

The purpose of this policy is to provide specifications regarding crossovers for both rural and urban properties. Specifically, this policy aims to:

- Provide design criteria that is uniform and practical;
- Provide safe access for vehicle and pedestrian traffic, with minimal impact to road infrastructure assets and streetscape aesthetics;
- Ensure best practice for storm water management; and
- Outline compliance requirements for subsidy eligibility.

### 10.3.2 Scope

This policy applies to the construction of all new crossovers, and modifications to an existing crossover for the purpose of accessing a property within the Shire.

### 10.3.3 Introduction

The Shire will provide a subsidy towards the cost of construction of a standard crossover giving access from a public thoroughfare to the land, or a private thoroughfare serving the land, subject to:

- Prior approval of the proposal and estimated cost of construction of a crossover;
- Written agreement of the landowner or occupier prior to commencement of works;
- Payment of the actual contribution cost to the landowner or occupier on completion, or cost recovery by the Shire from the landowner or occupier; and
- Any variation to a standard crossover is to be at full cost to the landowner.

The design and construction requirements outlined in this policy have been developed in reference to the WALGA Guidelines and Specifications for Residential Crossovers, with minor variations made to suit local conditions.

### 10.3.4 Crossover Subsidy

The property owner shall be eligible for a 50% subsidy (*to a maximum value of \$1,500 for a new crossover without culvert, or to a maximum of \$2,000 for a new crossover with new culvert and headwall*) for the construction cost of a **Standard Crossover (\*)** provided the following compliance criteria has been met:

- The crossover has been constructed in accordance with Shire's requirements and has received approval prior to construction.
- Where vehicle crossover prevents stormwater flow within the table drains, a culvert including headwalls must be provided.

This payment is subject to the construction of the crossover being completed within six (6) months of the approved application, also following inspection and confirmation of compliance.

*(\*) The Shire defines a standard crossover as that detailed on Standard Drawings (to be obtained)*

The crossover subsidy will not be available for gravel crossovers without a culvert.

### 10.3.5 Number of Crossovers

One crossover per single title property is permitted with the following exceptions, subject to Manager of Works and Services approval:

- Properties located on street corners;
- Rural properties, such as farms;
- Group dwellings and non-residential areas; where additional crossovers have been approved as part of a planning application; and
- Properties that require a second access for off street parking on private property.

In these cases, assessment of a second crossover request will consider the following:

- A second crossover does not obstruct sight distance of the primary crossover;
- A second crossover does not have obstructed sight distance by verge vegetation, structures or road geometry;
- Footpath pedestrian users are not at any additional safety risk; and
- The property is not group rated where single titles apply.

In the case where a second crossover is approved, no crossover subsidy will be provided.

Vehicle crossovers that are no longer required, or no longer connect with an internal driveway or parking area, may be required to be removed at the discretion of the Manager of Works and Services and at the cost of the property owner.

### 10.3.6 Footpaths

All crossovers proposed to be built on a verge that is identified to have a footpath constructed by the Shire must be constructed in a material that is approved by the Shire. When the Shire constructs new footpaths that intersect with existing crossovers, the footpath will not be constructed through the crossover unless:

- The crossover is not built to the Shire's specification;
- The crossover will inhibit the footpath being constructed to relevant standards and guidelines; or
- In the opinion of the Shire, the crossover is unsafe or does not provide a fit for purpose use.

### 10.3.7 Street Trees

Crossovers should not be constructed closer than 1.5 metres from the base of a tree when fully mature. Any damage caused to crossovers by street trees shall be rectified by the Shire at its own cost, unless:

- The crossover has been built closer than 1.5 metres to the tree;
- The tree has been planted without permission from the Shire; or
- The damage caused by the tree is not considered by the Shire to be a safety hazard or affect the structural integrity of the crossover (where applicable).

In these cases, the cost to rectify will be borne by the property owner.

### 10.3.8 Crossover Maintenance

The property owner is responsible for the maintenance of crossovers. Any footpath that intersects the crossover will be maintained by the Shire.

### 10.3.9 Conflict with Asset Infrastructure

Any relocation or amendment cost to Shire owned assets and underground services resulting from the construction of the proposed crossover will be borne by the property owner.

### 10.3.10 SPECIFICATIONS

#### Rural Access

Acceptable Material:

- Compacted Gravel – minimum 150mm

Gravel material is expected to achieve a compaction to 98% of maximum dry density, making a total minimum consolidated thickness of not less than 150mm. Gravel must be free from stones retained on a 25mm sieve, clay lumps, building rubbish and other vegetative matter.

- Two coat bituminous seal – 14/7mm or 10/5mm

Width: 3 metres (minimum)  
11 metres (maximum)

Drainage: A culvert including headwalls must be provided if the vehicle crossover prevents stormwater flow within table drains. Reinforced concrete drainage pipes shall be minimum Class “2” unless otherwise required by the Shire with a minimum diameter of 375mm or HDPE pipes. Minimum cover over the pipes must be 300mm.

Taper: 2m at 45 degrees both sides from road edge (optional)

#### Urban Access

Acceptable Material:

- Concrete – 100mm (Residential) 25Mpa minimum concrete strength, steel reinforcing may be used to reduce cracking or increase strength for crossovers that will have heavy vehicles on them.
- Concrete – 150mm reinforced (Industrial and Commercial) 25Mpa minimum concrete strength.
- Brick paved – Trafficable 50mm (Residential)
- Asphalt – 30mm
- Two coat bituminous seal – 14/7mm or 10/5mm

Width: 3 metres (minimum)  
6 metres (maximum)

Drainage: 375 diameter minimum concrete reinforced pipe with (if applicable) precast concrete headwall.

Kerbing: Mountable kerb type (if possible)

Taper: 2m at 45 degrees both sides from road edge (optional)

### 10.3.11 General Conditions

- All variations to be approved by the Manager of Works and Services and paid in full by owner/applicant.
- Maximum dimensions of access apply.
- Crossovers are to be constructed perpendicular to the property boundary with a minimum clearance of 0.75 metres from a side boundary.
- Any alteration to the verge, path or crossover that encroaches onto the land of a neighbouring property will be carried out at the proponent's cost. The applicant must notify the neighbour of the proposed works prior to applying to Council for approval. Council must be provided with a copy of the written agreement from the neighbour with the application for the crossover.
- Approved multiple access to be separated by a minimum of 10 metres at the roadside.
- On corner locations, no crossover, or any portion of the crossover including splays is to be constructed closer than 6 metres from the line of the intersection of the road reserve boundary alignments.
- Crossovers shall be located at a minimum distance to obstructions as follows:
  - Side-entry pits: 1 metre
  - Street trees: 1.5 metre
  - Utility boxes: 1 metre
  - Streetlights: 1metre
- If crossovers must be constructed within this distance, the obstruction shall be relocated wherever possible. Where an existing tree is within 1.5 metres of a proposed crossover, advice shall be obtained from the relevant state authority on the future size of the tree and the advisability of it being retained. The written approval of the Shire is required for all street tree removals.
- Sufficient storage length must be provided (crossover length) for a vehicle to stand clear of the carriageway. Where the entrance has a gate, the set back from the edge of the carriageway to the gate shall be a minimum of 6m to allow for this.
- Path construction guidelines dictate a maximum crossfall of 2.5% to cater for people who have a disability (Austroads Guide to Road Design 6A, Clause 7.6). To allow the path to shed water and to avoid ponding, a crossfall of 2-2.5% is recommended.
- To provide smooth transition from the road edge to the crossover and particularly to the pedestrian path in the most highly constrained situation, the kerb profile must provide 160mm vertical rise from the invert of the kerb, over a 500mm distance. Alternatively, a standard mountable kerb profile shall be used.
- Cross fall of the crossover to be such that any storm water falling onto surface will drain offside into crossover margin, which is to be directed to road table drains. No storm water is to flow from crossover directly onto the road surface.
- Narrow lots shall be constructed with paired crossovers to minimise conflict and retain verge space for street trees, lighting, overhead power and on-street parking.
- Where the combined width of residential crossover exceeds 6 metres, the two (2) crossovers shall be separated by a minimum 2 metres in width, unless specifically approved by the Manager of Works and Services.
- Applicant is responsible for the cost of any traffic management that may be required to ensure the safety of road users, contractors and pedestrians during the construction of the crossover. Only qualified traffic management personnel shall be used, and all traffic management shall be in accordance with Main Roads Western Australia's Code of Practice "Traffic Management for Roadworks" and Australian Standard AS 1742.3 – 2002.

### 10.3.12 Specifications and Guidelines

For further information, contact the Manager of Works and Service for design and construction standards for crossovers, as well as information on how to apply for the crossover subsidy.

### 10.3.13 Application Form

The Chief Executive Officer is to prescribe the form and content of the application form.

#### Version Control:

1	Policy adopted on 18 September 2025.



## 10.4 Light Vehicle Fleet Replacement

**Statutory Context:** Local Government (Functions and General) Regulations 1996

**Corporate Context:** Council Policy Manual

- 4.1 Purchasing

**Date Adopted:** 18 September 2025

### 10.4.1 Introduction

This policy has been drafted to provide guidelines for all determinations regarding the changeover of a light fleet vehicle. This policy should be read in conjunction with Policy 4.1 – Purchasing Policy.

### 10.4.6 Objective

The overall objective of this policy is to ensure that the Shire maintains a suitable light vehicle fleet that contributes positively and effectively to the performance of the Shire. The policy gives employees and Council guidance when planning, reviewing and undertaking the replacement and purchase of the Shire's light vehicle fleet, and assists in maintaining the Shire's plant replacement program and annual budget.

### 10.4.6 Overarching Guidance

Light vehicle fleet cycle costs vary regularly due to a variety of factors, including fuel costs, vehicle usage, and market demands and trends. The Shire will review these costs and replacement periods on a regular basis to ensure the most cost-effective outcome at all times as part of the development of annual budgets, plant replacement plans and long-term financial plans.

Regular advice will be sought from vehicle dealers on the optimum changeover period and vehicle to minimise the whole of life costs to the Shire. This information will provide the basis of decision-making as to when the optimum replacement of light fleet vehicles is deemed appropriate as market trends vary.

### 10.4.4 Process

All vehicle replacements will be listed in the adopted annual budget and undertaken in accordance with Council's Policy 4.1 Purchasing.

### 10.4.5 Vehicle Selection Criteria

The following criteria is a guide to assist in the selection of light vehicle fleet:

- The vehicle must be fit for purpose;
- Service support and warranty periods are to be considered;
- The economic benefit is to be considered;
- Safety is to be considered (e.g. all new vehicles to have automatic headlights as standard);
- Environmental considerations are to be taken into account; and
- Public image is to be considered.

### 10.4.6 Preferred Replacement Guide

Below is a guideline for the purpose of light fleet replacement to assist in ensuring that vehicles:

- Meet safe operational needs;
- Minimise the cost of maintenance and repairs; and
- Are replaced at appropriate intervals to minimise cost to the Shire.

Category	Description	Preferred Replacement Period
Light Vehicle – Administration Employees	Chief Executive Officer  <i>Large SUV – Diesel, petrol, hybrid or electric*</i>  <i>Colour – White preferred, or colour to suit</i>	40,000km – 60,000km or 1 year  <i>(unless it is more cost-effective, as per the current market, to replace vehicles more frequently. In cases where a more frequent replacement is more cost effective, the minimum replacement period shall be 15,000kms.)</i>
	Manager of Governance and Community Services and Manager of Strategic Business Development  <i>Small to medium SUV – Diesel, petrol, hybrid or electric*</i>  <i>Colour – White preferred, or colour to suit</i>	60,000km – 80,000km or 2 years  <i>(unless it is more cost-effective to adopt arrangements for more frequent changeovers, being a minimum of every 15,000kms, depending on the market)</i>
	Doctor  <i>Large sedan or small SUV – Diesel, petrol, hybrid or electric*</i>  <i>Colour – White preferred, or colour to suit</i>	60,000km – 80,000km or 2 years
Light Vehicle – Depot Employees	Manager of Works and Services  <i>4 x 4 dual cab or small/medium SUV – Diesel, petrol, hybrid or electric*</i>  <i>Colour – White preferred, or colour to suit</i>	60,000km – 80,000km or 2 years
	Town Supervisor, Recreation Centre Manager, Construction Supervisor, Workshop Manager  <i>Dual cab 4 x 2 – Diesel, petrol, hybrid or electric*</i>  <i>Colour – White</i>	60,000km – 80,000km or 2 years

	Operational employees <i>Space cab tray back utilities – Diesel, petrol, hybrid or electric*</i>  <i>Colour – White</i>	120,000km or 3 years
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\*Dependent on best option for usage and availability. In most cases, the first option will be diesel.

#### Version Control:

1	Policy adopted on 18 September 2025.

## 10.5 Acquisition of Road Building and Other Commodities

<b>Statutory Context:</b>	Local Government Act 1995 <ul style="list-style-type: none"> <li>• Section 3.27 – Particular things local governments can do on land that is not local government property</li> <li>• Schedule 3.2 – Particular things local governments can do on land that is not local government property</li> </ul>
<b>Corporate Context:</b>	Council Policy Manual <ul style="list-style-type: none"> <li>• 4.1 Purchasing</li> </ul>
<b>Date Adopted:</b>	18 September 2025

### 10.5.1 Introduction

The purpose of this policy is to ensure that the Shire's royalty payment to landowners considers the value of the materials acquired, the "opportunity loss" for the purposes of production during the period of extraction, and the estimated impact on the production income of the landowners.

### 10.5.2 Guidelines

The following guidelines are to be followed when acquiring road building and other commodities from non-Shire controlled land:

- Where the required quantity, quality or type of material is not available from Shire controlled areas and the material may be available from private property, the following procedure is to be followed:
  - Request permission to search for materials from the owner. Entry and extraction powers under the law are to be used only as a last resort.
  - Calculate the approximate requirement for the project (or yearly requirement of material from the proposed pit) and the expected life of the pit.
  - If suitable material is located, a written agreement is to be reached with the owner regarding compensation for materials to be removed.
  - Priority must be given at all times to reasonable negotiation to reach an amicable written agreement that is mutually acceptable to the Shire and the landowner.
  - Should agreement for the removal of materials not be reached with the owner, procedures to resume an area sufficient for immediate and future needs may be instituted by specific decision of Council.
- Compensation, taking the form of works, is not to exceed the calculated value of the royalty eligible to be paid.
- Rehabilitation and reinstatement are separate to compensation and have the aim of returning the land to its prior purpose and use.
- All matters are to be agreed in writing and signed by the Chief Executive Officer or Manager of Works and Services on behalf of the Shire, prior to removal of any materials.
- Compensation shall be agreed in writing prior to excavation, and may take the form of:
  - payment;

- works on the owner's property, such as grading, gravel sheeting, drainage works and additional crossovers;
- resumption of the portion of land on which the materials are located will be at a mutually acceptable rate; and
- compensation, which must be calculated in proportion to the volume of material extracted, and the impact of the activity on the property.
- The rate of compensation:
  - Is to be on the basis of volume or tonnage, as set by Council from time to time; and
  - may be increased by not more than 10% on the rate set by Council, should the next nearest suitable source add a significant cost or time of the Shire works.
- Works to rehabilitate the pit, once materials have been removed, may take place, and will be such works as agreed on in writing before excavation commences. These works may include:
  - minor levelling;
  - over burden imports and spreading; and
  - stockpiling of original topsoil and spreading after extraction is completed.
- Council reserves the right to enforce its rights to extract gravel by legal means, if arrangements cannot be made with landholders.
- The principles of this policy are to apply to taking of sand or other material to the extent relevant.
- The gravel royalty to be paid is 44 cents to 55 cents per m<sup>3</sup>.

**Version Control:**

1	Policy adopted on 18 September 2025.

## Appendix 2.1.1 – Code of Conduct for Councillors, Committee Members and Candidates

### Model code of conduct

#### Division 1 — Preliminary provisions

##### 1. Citation

This is the Shire of Bruce Rock *Code of Conduct for Council Members, Committee Members and Candidates*.

##### 2. Terms used

(1) In this code —

*Act* means the *Local Government Act 1995*;

*candidate* means a candidate for election as a council member; *complaint*

means a complaint made under clause 11(1); *publish* includes to publish on a social media platform.

(2) Other terms used in this code that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

#### Division 2 — General principles

##### 3. Overview of Division

This Division sets out general principles to guide the behaviour of council members, committee members and candidates.

##### 4. Personal integrity

(1) A council member, committee member or candidate should —

- (a) act with reasonable care and diligence; and
- (b) act with honesty and integrity; and
- (c) act lawfully; and
- (d) identify and appropriately manage any conflict of interest; and
- (e) avoid damage to the reputation of the local government.

(2) A council member or committee member should —

- (a) act in accordance with the trust placed in council members and committee members; and
- (b) participate in decision-making in an honest, fair, impartial and timely manner; and
- (c) actively seek out and engage in training and development opportunities to improve the performance of their role; and
- (d) attend and participate in briefings, workshops and training sessions provided or arranged by the local government in relation to the performance of their role.

##### 5. Relationship with others

(1) A council member, committee member or candidate should —

- (a) treat others with respect, courtesy and fairness; and
- (b) respect and value diversity in the community.

- (2) A council member or committee member should maintain and contribute to a harmonious, safe and productive work environment.

## 6. Accountability

A council member or committee member should —

- (a) base decisions on relevant and factually correct information; and
- (b) make decisions on merit, in the public interest and in accordance with statutory obligations and principles of good governance and procedural fairness; and
- (c) read all agenda papers given to them in relation to council or committee meetings; and
- (d) be open and accountable to, and represent, the community in the district.

## Division 3 — Behaviour

## 7. Overview of Division

This Division sets out —

- (a) requirements relating to the behaviour of council members, committee members and candidates; and
- (b) the mechanism for dealing with alleged breaches of those requirements.

## 8. Personal integrity

- (1) A council member, committee member or candidate —
- (a) must ensure that their use of social media and other forms of communication complies with this code; and
  - (b) must only publish material that is factually correct.
- (2) A council member or committee member —
- (a) must not be impaired by alcohol or drugs in the performance of their official duties; and
  - (b) must comply with all policies, procedures and resolutions of the local government.

## 9. Relationship with others

A council member, committee member or candidate —

- (a) must not bully or harass another person in any way; and
- (b) must deal with the media in a positive and appropriate manner and in accordance with any relevant policy of the local government; and
- (c) must not use offensive or derogatory language when referring to another person; and
- (d) must not disparage the character of another council member, committee member or candidate or a local government employee in connection with the performance of their official duties; and
- (e) must not impute dishonest or unethical motives to another council member, committee member or candidate or a local government employee in connection with the performance of their official duties.

## 10. Council or committee meetings

When attending a council or committee meeting, a council member, committee member or candidate —

- 1. must not act in an abusive or threatening manner towards another person; and

2. must not make a statement that the member or candidate knows, or could reasonably be expected to know, is false or misleading; and
3. must not repeatedly disrupt the meeting; and
4. must comply with any requirements of a local law of the local government relating to the procedures and conduct of council or committee meetings; and
5. must comply with any direction given by the person presiding at the meeting; and
6. must immediately cease to engage in any conduct that has been ruled out of order by the person presiding at the meeting.

## **11. Complaint about alleged breach**

- (1) A person may make a complaint, in accordance with subclause (2), alleging a breach of a requirement set out in this Division.
- (2) A complaint must be made —
  - (a) in writing in the form approved by the local government; and
  - (b) to a person authorised under subclause (3); and
  - (c) within 1 month after the occurrence of the alleged breach.
- (3) The local government must, in writing, authorise 1 or more persons to receive complaints and withdrawals of complaints.

## **12. Dealing with complaint**

- (1) After considering a complaint, the local government must, unless it dismisses the complaint under clause 13 or the complaint is withdrawn under clause 14(1), make a finding as to whether the alleged breach the subject of the complaint has occurred.
- (2) Before making a finding in relation to the complaint, the local government must give the person to whom the complaint relates a reasonable opportunity to be heard.
- (3) A finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur.
- (4) If the local government makes a finding that the alleged breach has occurred, the local government may —
  - (a) take no further action; or
  - (b) prepare and implement a plan to address the behaviour of the person to whom the complaint relates.
- (5) When preparing a plan under subclause (4)(b), the local government must consult with the person to whom the complaint relates.
- (6) A plan under subclause (4)(b) may include a requirement for the person to whom the complaint relates to do 1 or more of the following —
  - (a) engage in mediation;
  - (b) undertake counselling;
  - (c) undertake training;
  - (d) take other action the local government considers appropriate.
- (7) If the local government makes a finding in relation to the complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of —
  - (a) its finding and the reasons for its finding; and
  - (b) if its finding is that the alleged breach has occurred — its decision under subclause (4).



**13. Dismissal of complaint**

- (1) The local government must dismiss a complaint if it is satisfied that —
  1. the behaviour to which the complaint relates occurred at a council or committee meeting; and
  2. either —
    - (i) the behaviour was dealt with by the person presiding at the meeting; or
    - (ii) the person responsible for the behaviour has taken remedial action in accordance with a local law of the local government that deals with meeting procedures.
- (2) If the local government dismisses a complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of its decision and the reasons for its decision.

**14. Withdrawal of complaint**

- (1) A complainant may withdraw their complaint at any time before the local government makes a finding in relation to the complaint.
- (2) The withdrawal of a complaint must be —
  - (a) in writing; and
  - (b) given to a person authorised under clause 11(3).

**15. Other provisions about complaints**

- (1) A complaint about an alleged breach by a candidate cannot be dealt with by the local government unless the candidate has been elected as a council member.
- (2) The procedure for dealing with complaints may be determined by the local government to the extent that it is not provided for in this Division.

**Division 4 — Rules of conduct**

Notes for this Division:

1. Under section 5.105(1) of the Act a council member commits a minor breach if the council member contravenes a rule of conduct. This extends to the contravention of a rule of conduct that occurred when the council member was a candidate.
2. A minor breach is dealt with by a standards panel under section 5.110 of the Act.

**16. Overview of Division**

- (1) This Division sets out rules of conduct for council members and candidates.
- (2) A reference in this Division to a council member includes a council member when acting as a committee member.

**17. Misuse of local government resources**

- (1) In this clause —
 

***electoral purpose*** means the purpose of persuading electors to vote in a particular way at an election, referendum or other poll held under the Act, the *Electoral Act 1907* or the *Commonwealth Electoral Act 1918*;

***resources of a local government*** includes —

  - (a) local government property; and
  - (b) services provided, or paid for, by a local government.

- (2) A council member must not, directly or indirectly, use the resources of a local government for an electoral purpose or other purpose unless authorised under the Act, or by the local government or the CEO, to use the resources for that purpose.

## 18. Securing personal advantage or disadvantaging others

- (1) A council member must not make improper use of their office —
  - (a) to gain, directly or indirectly, an advantage for the council member or any other person; or
  - (b) to cause detriment to the local government or any other person.
- (2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or *The Criminal Code* section 83.

## 19. Prohibition against involvement in administration

- (1) A council member must not undertake a task that contributes to the administration of the local government unless authorised by the local government or the CEO to undertake that task.
- (2) Subclause (1) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.

## 20. Relationship with local government employees

- (1) In this clause —  
**local government employee** means a person —
  - (a) employed by a local government under section 5.36(1) of the Act; or
  - (b) engaged by a local government under a contract for services.
- (2) A council member or candidate must not —
  - (a) direct or attempt to direct a local government employee to do or not to do anything in their capacity as a local government employee; or
  - (b) attempt to influence, by means of a threat or the promise of a reward, the conduct of a local government employee in their capacity as a local government employee; or
  - (c) act in an abusive or threatening manner towards a local government employee.
- (3) Subclause (2)(a) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.
- (4) If a council member or candidate, in their capacity as a council member or candidate, is attending a council or committee meeting or other organised event (for example, a briefing or workshop), the council member or candidate must not orally, in writing or by any other means —
  - (a) make a statement that a local government employee is incompetent or dishonest; or
  - (b) use an offensive or objectionable expression when referring to a local government employee.
- (5) Subclause (4)(a) does not apply to conduct that is unlawful under *The Criminal Code* Chapter XXXV.

## 21. Disclosure of information

- (1) In this clause —  
**closed meeting** means a council or committee meeting, or a part of a council or committee meeting, that is closed to members of the public under section 5.23(2) of the Act;  
**confidential document** means a document marked by the CEO, or by a person authorised by the CEO, to clearly show that the information in the document is not to be disclosed;  
**document** includes a part of a document;  
**non-confidential document** means a document that is not a confidential document.

- (2) A council member must not disclose information that the council member —
  - (a) derived from a confidential document; or
  - (b) acquired at a closed meeting other than information derived from a non-confidential document.
- (3) Subclause (2) does not prevent a council member from disclosing information —
  - (a) at a closed meeting; or
  - (b) to the extent specified by the council and subject to such other conditions as the council determines; or
  - (c) that is already in the public domain; or
  - (d) to an officer of the Department; or
  - (e) to the Minister; or
  - (f) to a legal practitioner for the purpose of obtaining legal advice; or
  - (g) if the disclosure is required or permitted by law.

## 22. Disclosure of interests

- (1) In this clause —
  - interest* —
    - (a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and
    - (b) 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 council member must disclose the 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 council member 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 subclause (2)(a), a council member discloses an interest in a written notice given to the CEO before a meeting, then —
  - (a) before the meeting the CEO must cause the notice to be given to the person who is to preside at the meeting; and
  - (b) at the meeting the person presiding must bring the notice and its contents to the attention of the persons present immediately before any matter to which the disclosure relates 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 must be recorded in the minutes of the meeting.

## 23. Compliance with plan requirement

If a plan under clause 12(4)(b) in relation to a council member includes a requirement referred to in clause 12(6), the council member must comply with the requirement.

## Appendix 2.6.1 – Related Party Disclosures Definitions

**ALBT or arm's length business transaction** means a transaction where the terms between parties are reasonable in the circumstances of the transaction that would result from –

1. neither party bearing the other any special duty or obligation; and
2. the parties being unrelated and uninfluenced by the other, and
3. each party having acted in its own interest

**associate** means relation to an entity (the first entity), an entity over which the first entity has significant influence.

**close members of the family of a person** means relation to a key management person, family members who may be expected to influence, or be influenced by, that key management person in their dealings with the Shire and include –

1. that person's children and spouse or domestic partner;
2. children of that person's spouse or domestic partner; and
3. dependants of that person or that person's spouse or domestic partner.

**control** means the ability to direct the business' activities of an entity through rights or exposure to returns from its involvement with the entity.

**entity** can include a body corporate, a partnership or a trust, incorporated association, or unincorporated group or body or non-profit association.

**financial benefit** includes giving a financial benefit indirectly through an interposed entity, making an informal, oral or non-binding agreement to give the benefit, and giving a benefit that does not involve paying money.

Examples of "giving a financial benefit" to a Related Party include but are not limited to the following –

1. Giving or providing the Related Party finance or property.
2. Buying an asset from or selling an asset to the Related Party.
3. Leasing an asset from or to the Related Party.
4. Supplying services to or receiving services from the Related Party.
5. Issuing securities or granting an option to the Related Party.
6. Taking up or releasing an obligation of the Related Party.

**joint control** is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require the unanimous consent of 2 or more parties sharing control.

**joint venture** is an arrangement of which 2 or more parties have joint control and have right to the net assets of the arrangement.

**KMP or key management personnel or Key management person** are those person(s) having authority and responsibility for planning, directing and controlling the activities of Council.

**KMP compensation** all forms of consideration paid, payable, or provided in exchange for services provided.

**material** is the assessment of whether the transaction, either individually or in aggregate with other transactions, by omitting it or misstating it could influence decisions that users make on the basis an entity's financial statements. For this policy, it is not considered appropriate to set either a dollar value or a percentage value to determine materiality.

**OCT or ordinary citizen transaction** are transactions that an ordinary citizen would undertake with Council, which is undertaken on arm's length terms and in the ordinary course of carrying out Shire's functions and activities.

**related party** is a person or entity that is related to the Shire or KMP pursuant to the definition contained in the AASB 124 –

1. an entity that is controlled, jointly controlled or significantly influenced by the Shire or KMP;
2. close family members of the KMP; or
3. an entity controlled, jointly controlled or significantly influenced by a close family member of the KMP.

**RPT or related party transaction** means a transfer of resources, services or obligations between the Shire and a related party, regardless of whether a price is charged.

**significant** means likely to influence the decisions that users of the Shire's financial statements make having regard to both the extent (value and frequency) of the transactions, and that the transactions have occurred between the Shire and related party outside a public service provider/ taxpayer relationship.

**remuneration or remuneration package** and includes any money, consideration or benefit received or receivable by the person but excludes reimbursement of out-of-pocket expenses, including any amount received or receivable from an RPT.

## Appendix 2.13.1 – Adopted Standards for CEO Recruitment, Performance and Termination

### Model standards for CEO recruitment, performance and termination

#### Division 1 — Preliminary provisions

##### 1. Citation

These are the Shire of Bruce Rock *Standards for CEO Recruitment, Performance and Termination*.

##### 2. Terms used

(1) In these standards —

*Act* means the *Local Government Act 1995*;

*additional performance criteria* means performance criteria agreed by the local government and the CEO under clause 16(1)(b);

*applicant* means a person who submits an application to the local government for the position of CEO;

*contract of employment* means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;

*contractual performance criteria* means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;

*job description form* means the job description form for the position of CEO approved by the local government under clause 5(2);

*local government* means the Shire of Bruce Rock;

*selection criteria* means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;

*selection panel* means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.

(2) Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

#### Division 2 — Standards for recruitment of CEOs

##### 2. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

##### 3. Application of Division

(1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.

(2) This Division does not apply —

- if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or
- in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

## 5. Determination of selection criteria and approval of job description form

- (1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.
- (2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of CEO which sets out —
  - (a) the duties and responsibilities of the position; and
  - (b) the selection criteria for the position determined in accordance with subclause (1).

## 6. Advertising requirements

- (1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the *Local Government (Administration) Regulations 1996* regulation 18A.
- (2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the *Local Government (Administration) Regulations 1996* regulation 18A as if the position was vacant.

## 7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

- (a) inform the person of the website address referred to in the *Local Government (Administration) Regulations 1996* regulation 18A(2)(da); or
- (b) if the person advises the local government that the person is unable to access that website address —
  - (i) email a copy of the job description form to an email address provided by the person; or
  - (ii) mail a copy of the job description form to a postal address provided by the person.

## 8. Establishment of selection panel for employment of CEO

- (1) In this clause —  
**independent person** means a person other than any of the following —
  - (a) a council member;
  - (b) an employee of the local government;
  - (c) a human resources consultant engaged by the local government.
- (2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.
- (3) The selection panel must comprise —
  - (a) council members (the number of which must be determined by the local government); and
  - (b) at least 1 independent person.

## 9. Recommendation by selection panel

- (1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.
- (2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —

- (a) a summary of the selection panel's assessment of each applicant; and
  - (b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.
- (3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —
  - (a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and
  - (b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.
- (4) The selection panel must act under subclauses (1), (2) and (3) —
  - (a) in an impartial and transparent manner; and
  - (b) in accordance with the principles set out in section 5.40 of the Act.
- (5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —
  - (a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and
  - (b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and
  - (c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.
- (6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

#### **10. Application of cl. 5 where new process carried out**

- (1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.
- (2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —
  - (a) clause 5 does not apply to the new recruitment and selection process; and
  - (b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

#### **11. Offer of employment in position of CEO**

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

- (a) the making of the offer of employment to the applicant; and
- (b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

#### **12. Variations to proposed terms of contract of employment**

- (1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the *negotiated contract*) containing terms different to the proposed terms approved by the local government under clause 11(b).
- (2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.



### 13. Recruitment to be undertaken on expiry of certain CEO contracts

- (1) In this clause —

**commencement day** means the day on which the *Local Government (Administration) Amendment Regulations 2021* regulation 6 comes into operation.

- (2) This clause applies if —

- (a) upon the expiry of the contract of employment of the person (the **incumbent CEO**) who holds the position of CEO —

- (i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and

- (ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day;

and

- (b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.

- (3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.

- (4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

### 14. Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

## Division 3 — Standards for review of performance of CEOs

### 15. Overview of Division

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

### 16. Performance review process to be agreed between local government and CEO

- (1) The local government and the CEO must agree on —

- (a) the process by which the CEO's performance will be reviewed; and  
(b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.

- (2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.

- (3) The matters referred to in subclause (1) must be set out in a written document.

### 17. Carrying out a performance review

- (1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.

- (2) The local government must —

- (a) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and
- (b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.

**18. Endorsement of performance review by local government**

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

**19. CEO to be notified of results of performance review**

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

- (a) the results of the review; and
- (b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

**Division 4 — Standards for termination of employment of CEOs**

**20. Overview of Division**

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

**21. General principles applying to any termination**

- (1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.
- (2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including —
  - (a) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and
  - (b) notifying the CEO of any allegations against the CEO; and
  - (c) giving the CEO a reasonable opportunity to respond to the allegations; and
  - (d) genuinely considering any response given by the CEO in response to the allegations.

**22. Additional principles applying to termination for performance-related reasons**

- (1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the CEO's performance.
- (2) The local government must not terminate the CEO's employment unless the local government has —
  - (a) in the course of carrying out the review of the CEO's performance referred to in subclause (3) or any other review of the CEO's performance, identified any issues (the *performance issues*) related to the performance of the CEO; and
  - (b) informed the CEO of the performance issues; and
  - (c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and
  - (d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.

- (3) The local government must not terminate the CEO's employment unless the local government has, within the preceding 12-month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

**23. Decision to terminate**

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

**24. Notice of termination of employment**

- (1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.
- (2) The notice must set out the local government's reasons for terminating the employment of the CEO.

## Appendix 4.1.1 – Simple Procurement Form



### Simple Procurement Form

<b>Template notes – delete prior to finalising this document.</b>	
Blue Text	Must be completed, amended or deleted, as required.
Red Text	Is guidance / example / instructional information only and must be deleted prior to finalising the document

QUOTATION NUMBER:

XX

TITLE OF QUOTATION:

[insert brief description]

ESTIMATED CONTRACT VALUE

\$

DATE:

[insert date of completing this document]

FILE REF No:

[insert file no]

**SECTION A: OUTLINE THE REQUIREMENT**


**SECTION B: SUPPLIERS INVITED TO QUOTE**

Supplier Name and ABN	Contact Details (name, phone, email, address etc)	Date Quotation Issued	Type of Quotation (Verbal/Written)
Eg Smith and Jones (123 456 789)	Adam Smith, Ph: 9234 5678, asmith@blach.com.au	12/04/2030	

**SECTION C: NUMBER OF QUOTATIONS RECEIVED**

X

**Refer to purchasing policy for number and type of quotations required to be obtained**

Respondent Name	Quotation Price \$	Date Quotation Received	Records System Ref for Quotes
Smith and Jones	\$XXX	15/01/2000	5585/12333
Buttercups	\$XXX	16/01/2000	7755/21347

**SECTION D: EVALUATION METHODOLOGY**

**Refer to purchasing policy if qualitative evaluation required (Price is not a selection criteria – price must be considered separate to qualitative measures).**

Selection Criteria	Selection Criteria 1	Selection Criteria 2	Selection Criteria 3	Selection Criteria 4	Selection Criteria 5	Total Weighted Score	Ranking
<b>Respondent's Name</b>							
Respondent A	XX%	XX%	XX%	XX%	XX%	XX%	X
Respondent B							
Respondent C							
Respondent D							
Respondent E							

Evaluation By (Name):	Title

**SECTION E: BASIS OF RECOMMENDATION****Justification – Include why a respondent was successful and why others were not.**

Smith and Jones has been selected as the preferred respondent as they ....

Recommendation			
Requesting Officer's Name:		Signature:	
Position:		Date:	
Approval (in accordance with delegated authority)			
Approving Officer's Name:		Signature:	
Position:		Date:	

## Appendix 4.1.2 – Request for Quotation Template



### Request for Quotation

Request for Quotation:	
Deadline:	<i>Enter Time, Day Month, Year</i>
Address for Delivery:	<i>Enter Address</i> <i>[State whether electronic mail, and facsimile Request for Quotations will or will not be accepted]</i>
RFQ Number:	<i>Enter Number</i>

## Part 1 – Conditions of Responding

*Read and keep this part.*

### 1.1. Definitions

Below is a summary of some of the important defined terms used in this Request:

<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Response is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The Deadline shown on the front cover of this Request for lodgement of your Submission.
<b>Offer:</b>	Your Offer to be selected to supply the Requirements.
<b>Principal:</b>	The Shire of Bruce Rock
<b>Response:</b>	Completed Offer, response to Selection Criteria and Attachments.
<b>Requirement:</b>	The Goods and/or Services requested by the Principal.
<b>Request or RFQ or Request for Quotation:</b>	This document.

### 1.2. Contact Persons

Respondents should not rely on any information provided by any person other than the person listed below:

<b>Name:</b>	<i>[Insert Text]</i>
<b>Telephone:</b>	<i>[Insert Text]</i>
<b>Email:</b>	<i>[Insert Text]</i>

***GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation) It is important to nominate a specific contact person, to ensure that all Respondents receive the same accurate information.***

### 1.3. Briefing/Site Inspection

Attendance at this meeting *[is or is not]* mandatory.

Respondents are *[required or requested]* to attend a *[Briefing or Site Inspection]* on *[insert day, month, year]* at *[insert time]*.

The location of the meeting is *[insert address]*.

The *[Briefing or Site Inspection]* will provide Respondents with the opportunity to clarify any uncertainties with the contact person prior to the closing of the Request for Quote.

Please confirm with the contact person [insert name and method of contact] your attendance at this meeting no later than *[insert day, month, year]*.



Failure to attend this *[Briefing or Site Inspection]* will render the Respondent ineligible to submit an Request for Quote *[delete if Briefing or Site Inspection not mandatory]*.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)*** *Some projects require information to be provided to Respondents or site visits to be undertaken. Pre-submission briefings or site inspections may be made mandatory for all potential Respondents to attend. However, the Submission document should clearly state that the Pre-submission briefing or site inspection is mandatory and the consequence of nonattendance.*

#### 1.4. Selection Criteria

The Contract may be awarded to the Respondent who best demonstrates the ability to provide quality products and or services at a competitive price. The quoted prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the principal.

The Principal has adopted the best value for money approach to this Request. This means that, although price is considered, the Response containing the lowest price will not necessarily be accepted, nor will the offer ranked the highest on the Qualitative Criteria.

A scoring system will be usual as part of the assessment of the Qualitative Criteria. Unless otherwise stated, a Response which provides all the information requested will be assessed as satisfactory.

The extent to which the Respondent demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Response will be used as one of the factors in the final assessment of the Qualitative Criteria and in the overall assessment of value for money.

#### 1.5. Compliance Criteria

These criteria are detailed within *[insert Part #]* of this document and will not be point scored. Each Response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Submission from consideration.

#### 1.6. Qualitative Criteria

In determining the most advantageous Response, the Evaluation Panel will score each Response against the Qualitative Criteria as detailed within *[insert Part #]* of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

Note: It is essential that Respondents address each Qualitative Criterion.

Information that you provide addressing each Qualitative Criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the evaluation process or a low score.

#### 1.7. Principal's Policies that May Affect Selection

The following policies of the principal may affect this selection:

- Purchasing Policy; and
- Regional Price Preference Policy.

*[insert other applicable policies, if any]*

**GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)** This clause may be deleted if there are no policies that will affect selection.

### 1.8. Lodgement of Response and Delivery Method

**GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)** It is good practice that Responses must be open for a minimum of 14 days. In general, the Response should be open for a sufficient period to enable suppliers to respond effectively. It is recommended that the Deadline not be on a Monday or immediately before or after a public holiday.

For convenience when evaluating, it is prudent to request copies of the Respondent's Offer. The original copy should be kept 'unmarked' on file. Clearly state whether facsimile or electronic submissions will be accepted, and if so, how they should be submitted.

The Response must be lodged by the Deadline. The Deadline for this Request for Quote is *[insert day, date and time in Australian Western Standard Time]*.

The Response is to be:

- placed in a sealed envelope clearly endorsed with the RFQ number and title as shown on the front cover of this Request; and
- delivered by hand and placed in the Tender Box at *[insert Local Government address]* (by the Respondent or the Respondent's private agent) or sent through the mail to the Chief Executive Officer *[insert Local Government address]*.

Electronic mail Submissions and Submissions submitted by facsimile *[will or will not]* be accepted.

Respondents must ensure that they have provided *[insert number]* signed copies of their Submission; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Submission must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

### 1.9. Rejection of Responses

A Response will be rejected without consideration of its merits in the event that:

- it is not submitted before the Deadline; or
- it is not submitted at the place specified in the Request for Quotation; or
- it may be rejected if it fails to comply with any other requirements of the Request for Quote; or
- the Respondent does not submit an Offer form which has been completed and signed together with all the required Attachments.

No web links or hyperlinks will be considered as part of any submission.

### 1.10. Acceptance of Responses

Unless otherwise stated in this Request, Responses may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Response and may reject any or all Responses submitted.

### **1.11. Response Validity Period**

All Responses will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline.

### **1.12. Alterations**

The Respondent must not alter or add to the Request documents unless required by these General Conditions of Responding.

The Principal will issue an addendum to all registered Respondents where matters of significance make it necessary to amend the issued Request for Quote documents before the Deadline.

### **1.13. Ownership of Responses**

All documents, materials, articles and information submitted by the Respondent as part of or in support of a Response shall become upon submission the absolute property of the Principal and will not be returned to the Respondent at the conclusion of the Response Process PROVIDED that the Respondent shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### **1.14. Canvassing of Officers**

If a Respondent, whether personally or by agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Respondent, then regardless of such canvassing having any influence on the acceptance of such Submission, the Principal may at its discretion omit the Respondent from consideration.

### **1.15. Identity of the Respondent**

The identity of the Respondent and Contractor is fundamental to the Principal. The Respondent shall be the person, persons, corporation or corporations named as the Respondent in Part 3 of this Request. Upon acceptance of the Response, the Respondent will become the Contractor.

## Part 2 – Specification

*Read and keep this part.*

### 2.1 Specification

*[insert Specification]*

**GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)** The role of the Specification is to provide the Respondent with a concise and unambiguous description of the Principal's requirements.

### 2.2 Scope of Work

*[insert a brief Scope of Work description]*

**GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)** The Scope of Work may also include a brief paragraph outlining the background to the Request.

## Part 3 – Respondent's Offer

*Complete and return this part.*

### 3.1 Offer Form

The Chief Executive Officer

*[insert Local Government name]*

*[insert Local Government Address]* WA 6xxx

I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

**In response to Request for Quotation (RFQ)** *[insert number and DESCRIPTION OF PROJECT /TITLE]:*

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions contained in this Request signed and completed.

The responded price is valid up to ninety (90) calendar days from the date of the RFQ closing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Response irrespective of its outcome.

The consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this RFQ.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of authorised signatory of Respondent: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 3.2 Selection Criteria

***GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)*** This section is designed to clearly set out the Selection Criteria, to ensure Respondents address each criterion and provide all relevant information. Below are some suggested criteria only. These should be reviewed for relevance to the Goods and or Services being sought.

### 3.3 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFQ including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Respondents are to provide their <i>[Insert critical requirements (Licences/Registrations etc)]</i>	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No

### 3.4 Qualitative Criteria

Before responding to the following Qualitative Criteria, Respondents must note the following:

- All information relevant to your answers to each criterion are to be contained within your Response;
- Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Respondents are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
- Respondents are to address each issue outlined within a Qualitative Criterion.

*[Insert Qualitative Criteria Here]*

Where possible, Qualitative Criteria must include:

- Sustainability;
- Local Economic Benefit (unless Regional Price Preference is being applied); and
- Environmental Sustainability.

### 3.5 Price Information

Respondents must complete the following “Price Schedule”. Before completing the Price Schedule, Respondents should ensure they have read this entire Request for Quotation.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)*** This Section should contain price information in the form that the Principal wishes to receive it.

### 3.6 Price Basis

***GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)*** The Request must provide provision for the Respondent to state whether or not the price (either Lump Sum or Schedule of Rates) is fixed. It is important that if the price basis is variable the Principal provides an effective mechanism for alteration. If a variable price is required for any period of the Contract, including any period resulting from options extending the initial period, full details of the proposed price variation arrangement must be provided. Such details should include the formula or mechanism used to measure cost movements and where applicable exchange rates, material costs, direct labour costs etc.

<p><b>Option A</b></p> <p>Are you prepared to offer a fixed price?</p>	<p><b>Yes / No</b></p>	
<p><b>Option B</b></p> <p>Do you agree to the Price Variation Mechanism below?</p> <p><b>[insert Price Variation Mechanism]</b></p>	<p><b>Yes / No</b></p>	
<p>If No, please indicate how your proposed Price Variation Mechanism differs from the one outlined above. Supply details and label it <b>“Price Variation Mechanism”</b>.</p>	<p><b>“Price Variation Mechanism”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>

### 3.7 Price Schedule

***GUIDANCE NOTE: (Delete prior to finalising the Request for Quotation)*** In order to allow consistency in evaluating Tenders it is essential that the correct format of the Price Schedule is included in the Request. There are many different formats of Price Schedules.

*Goods and Services Tax (GST) inclusive prices should be requested.*

*It is useful to request a breakdown of GST inclusive prices; that is a total price including GST, a price excluding GST and a value representing the GST component of the price.*

***[Insert Price Schedule Here]***

## Appendix 4.1.3 – Procurement Plan Template



(Insert Project Title)

### Procurement Plan

Prepared by: Insert Name  
Insert title  
Date: Insert Date



## Phase 1 – Prepare

PROJECT OWNER / REQUESTOR DETAILS	
Requestor:	
Position:	
Local Government:	
Phone:	
Mobile:	
Email:	

PROJECT OVERVIEW	
Project Title:	
Project Number:	
Project Budget:	
Project Funding Source:	
Project Duration (indicative):	
Project Status:	<input type="checkbox"/> New <input type="checkbox"/> Continuation of Service <input type="checkbox"/> Phased
Project Category:	<input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Minor Works <input type="checkbox"/> Construction <input type="checkbox"/> Lease <input type="checkbox"/> Consultancy <input type="checkbox"/> Other (please list): _____

NEED IDENTIFICATION
(Describe what it is you need. Outline the outcome you want to achieve through this procurement. Describe the problem you are trying to solve. Describe what would change once you have completed this procurement)

**POTENTIAL RISKS & MITIGATION PLAN** (Probity, limited competition, safety, reputation, sustainability etc.)

Risk Description	Likelihood	Impact	Treatment Actions	Responsibility

**POTENTIAL CONFLICTS OF INTEREST/ISSUES TO BE CONSIDERED**

--

**STAKEHOLDERS**

(Who will expect what; user requirements, Consultation with community, industry, benchmarks....)

Stakeholder	Role	Possible Objections

**POLICY MATTERS AFFECTING THE PROCUREMENT**

Local Policy: ☐ Yes ☐ No

Environmental Impact: ☐ Yes ☐ No

DAIP: ☐ Yes ☐ No

WHS: ☐ Yes ☐ No

Others (Please list):

Does your Purchasing Policy specify that certain tender exempt options, such as the WALGA Preferred Supplier Arrangement be considered in the first instance?

**EXPENDITURE ANALYSIS**

*What has the LG spent in the past in similar procurement activities and with which suppliers?*

**SUPPLY MARKET ANALYSIS**

*Are there WALGA Preferred Suppliers who could undertake this work?*

*What do we know about companies in the market and their availability?*

*What type of supply market is this?*

*Are there suppliers on the State Government Common Use Agreements, or Disability Enterprises who could fulfil the requirements?*

**PROCUREMENT OPTIONS ANALYSIS**

*Is there a PSA?*

**Phase 2 – Define****SCOPE OF REQUIREMENTS**

(Describe, in specific terms, what items will be procured and under what conditions) Type of specification used

*What type of specification will be used?*

*What are the key deliverables?*

*How will these be measured?*

*What is the timescale involved (i.e. how long are they needed for)?*

**OUT OF SCOPE****SCOPE ISSUES TO BE RESOLVED**

PROCUREMENT TACTICS				
Transaction Type	Select	Objective	Tactics	Actions
<b>Leverage items - High Value, Low Risk, Low Complexity</b>	<input type="checkbox"/>	Maximise commercial advantage	Concentrate your business across the organisation  Maintain/foster competition.	Competitive bidding. Procurement coordination. Use industry standards/ open source. Active procurement. Reverse Auctions.
<b>Bottleneck items - Low Value, High Risk, High Complexity</b>	<input type="checkbox"/>	Ensure supply continuity	Decrease the uniqueness of Suppliers  Manage supply	Widen specification. Use performance or functional specification. Increase competition. Develop new suppliers. 2-3 year contracts. Foster competition.
<b>Strategic items - High Value, High Risk, High Complexity</b>	<input type="checkbox"/>	Form partnerships with Suppliers.  - Develop trust and information sharing	Increase the role of selected suppliers	Partnering charter. Share risk/rewards. Service Level Agreement. Prepare risk/contingency plans. Monitor market/ competitions. Use functional specifications.
<b>Routine items – Low Value, Low Risk, Low Complexity</b>	<input type="checkbox"/>	Simplify acquisition	Instant purchasing	Utilise e-commerce or purchase cards to facilitate most efficient acquisition of goods/services.

**SUPPLIER PROFILE (Supplier Preferencing, Refer to TACTICS)**

- |  |  |
|--|--|
| <input type="checkbox"/> Single Supplier | <input type="checkbox"/> Multiple Suppliers (i.e. Panel) |
| <input type="checkbox"/> Dual Suppliers  | <input type="checkbox"/> Cross Supply                    |
| <input type="checkbox"/> Goods           | <input type="checkbox"/> Goods and Services              |

**Reason for Selected Supplier Profile:***Have you run an EOI prior to this piece of work?**Is there a contract with WALGA?**Why do want what you have indicated?***Early Tender Advice Required?** ☐ Yes ☐ No**Suggested Tenderers: (do you know of any?)**

Company Name	Contact Person	Phone/Email

**SOURCING PROFILE**

- |  |   |
|--|---|
| <input type="checkbox"/> Minor Works                 | <input type="checkbox"/> Consultancy Services       |
| <input type="checkbox"/> Major Works (Construction)  | <input type="checkbox"/> Lease                      |
| <input type="checkbox"/> Goods                       | <input type="checkbox"/> Services                   |
| <input type="checkbox"/> Procurement of IT Equipment | <input type="checkbox"/> Procurement of IT Software |

**Reason for Selected Sourcing Profile:**

**PROCUREMENT METHODOLOGY (refer to TACTICS and SOURCING PROFILE)**

- |   |   |
|---|---|
| <input type="checkbox"/> Existing Panel of Prequalified Suppliers | <input type="checkbox"/> Expression of Interest (EOI) |
| <input type="checkbox"/> WALGA Preferred Supplier Arrangement     | <input type="checkbox"/> Request for Tender (RFT)     |
| <input type="checkbox"/> State Government Common Use Agreement    | <input type="checkbox"/> Invitation to Tender (ITT)   |
| <input type="checkbox"/> WA Disability Enterprise                 | <input type="checkbox"/> Request for Quotation (RFQ)  |

**Reason for Selected Methodology:**

*If the Shire/Town/City's Officer does not consider the WALGA PSA to be appropriate, then justification should be provided here.*

*Reasons for consideration of not using the PSA may include:*

- *Local supplier availability (who are not suppliers within the PSA);*
- *Social procurement – preference to use Aboriginal business or Disability Enterprise;*

**REQUEST OPEN PERIOD - SCHEDULE/TIMEFRAMES**

Management of Clarifications:

Tender Briefing Status:

- ☐ Mandatory
- ☐ Non-Mandatory

Tender Briefing Location:

Tender Briefing Proposed Date:

## Phase 3 – Plan

EVALUATION (What are the key things you want to evaluate)	
Criteria	Weighting
<i>Consider whether there are criteria that may be developed to specifically address sustainability objectives that have been identified as part of the procurement activity</i>	
Required Mandatory Elements:	
Due Diligence:	
<input type="checkbox"/> External financial analysis report <input type="checkbox"/> Referee Checks	

## EVALUATION RATING SCALE

A rating scale ranging from 0 – 10 is proposed to be used with 0 the lowest score and 10 the highest. The explanatory statements will generally be consistent unless a specific criterion requires tailoring.

The scoring guidelines to be included in this evaluation are as follows:

Rating	Definition	Score
UNACCEPTABLE	Was not evaluated as it did not provide any requested information relevant to the evaluation criterion. The Evaluation Panel is not confident that the Tenderer would be able to meet the requirements of the Request.	0
INADEQUATE	Totally unconvincing and requirement has not been met. The Tenderer provided an inadequate response to the criterion. Claims against the evaluation criterion were not relevant to the requirements. The Evaluation Panel is not confident that the tenderer would be able to meet the requirements of the Request to the required standard.	1
VERY POOR	Significantly flawed and fundamental details are lacking. The Tenderer provided a very poor response to the criterion. Minimal information provided in response to the evaluation criterion. The Evaluation Panel has critical reservations that the tenderer would be able to meet the requirements of the Request to the required standard.	2
POOR	Unconvincing. The Tenderer provided a poor response to the criterion. Significant shortcomings in claims made against the evaluation criterion. The Evaluation Panel has major reservations that the tenderer would be able to meet the requirements of the Request to the required standard.	3



Rating	Definition	Score
<b>MARGINAL</b>	The tenderer has provided a marginal response to the criterion and may not cover all aspects. Response has some shortcomings and deficiencies in demonstrating claims against the evaluation criterion. The Evaluation Panel has some reservations that the tenderer would be able to meet the requirements of the Request to the required standard.	4
<b>ADEQUATE</b>	The tenderer has provided an adequate response to the criterion. Claims against the evaluation criterion cover the basic requirements. The Evaluation Panel is reasonably confident that the tenderer would be able to meet the requirements of the Request to the required standard.	5
<b>GOOD</b>	Response complies and is credible. The Evaluation Panel is reasonably confident that the tenderer would be able to meet the requirements of the Request to a good standard.	6
<b>VERY GOOD</b>	Response complies, is convincing and credible. No uncertainties or shortcomings in claims against the criterion. The Evaluation Panel is confident that the tenderer would be able to meet the requirements of the Request to a very good standard.	7
<b>SUPERIOR</b>	Response complies, is convincing and credible. All claims substantiated and supported. The Evaluation Panel is highly confident that the tenderer would be able to meet the requirements of the Request to a high standard.	8
<b>OUTSTANDING</b>	Highly convincing and credible. Tenderer demonstrates outstanding quality in response to the criterion. All claims demonstrated and substantiated. The Evaluation Panel is very confident that the tenderer would be able to meet the requirements of the Request to a high standard.	9
<b>EXCELLENT</b>	Highly convincing and credible. Tenderer demonstrates excellent quality in response to the criterion. Comprehensively documented with all claims fully substantiated. The Evaluation Panel is extremely confident that the tenderer would be able to meet the requirements of the Request to a very high standard.	10

**KEY PERFORMANCE INDICATORS (KPIs)** Link this to scope and key deliverables

- |   |  |
|---|--|
| <input type="checkbox"/> Deliverables on time                                 | <input type="checkbox"/> Does the supplier show mutual commitment to the relationship and collaborate constructively with all stakeholders |
| <input type="checkbox"/> Agreed Services Provided                             |  |
| <input type="checkbox"/> Stakeholder Satisfaction Survey                      | <input type="checkbox"/> Ability to respond to client and/or stakeholder requirements  |
| <input type="checkbox"/> Services Completed on Budget                         | <input type="checkbox"/> Ability to deliver on time and on budget  |
| <input type="checkbox"/> <i>Sustainability considerations or measurements</i> |  |

Other.....

**Initial outline on KPIs:**

•

**PRICING METHODOLOGY** (Link to type of specification)

- |   |  |
|---|--|
| <input type="checkbox"/> Fixed Price (Lump Sum) | <input type="checkbox"/> Unit Price (Schedule of Rates)          |
| <input type="checkbox"/> Bill of Quantities     | <input type="checkbox"/> Scaled percentage fee                   |
| <input type="checkbox"/> Cost reimbursable      | <input type="checkbox"/> Reimbursable-with-incentive (Cost Plus) |

Other.....

**Reason for Selected Pricing Method:**

•

**Price Escalation Required**☐ Yes☐ No**Basis:** add price escalation method

**CONDITIONS OF CONTRACT**

- |  |  |
|--|--|
| <input type="checkbox"/> General Conditions of Contract – Goods and Services | <input type="checkbox"/> AS 4000:1997 Construction Works |
| <input type="checkbox"/> General Conditions of Contract – Minor Works        | <input type="checkbox"/> AS 4122:2010 Consultants        |
| <input type="checkbox"/> General Conditions of Contract – ICT                | <input type="checkbox"/> AS 4902:2000 Design & Construct |

**Key Commercial term considerations:**

- 

**CONTRACT MANAGEMENT**

<b>Contract Manager:</b>	
<b>Date of Handover:</b>	
<b>Changeover requirements?</b>	
<b>Proposed Contract Kick-Off Meeting:</b>	

**PROCUREMENT TIMEFRAMES**

<b>Activity</b> (add or delete as required)	<b>Indicative Timeframe</b>
Development and Sign off on Procurement Plan	
Sign off on RFT	
Advertise RFT	
Mandatory Tender Briefing	
Tenders Close	
Evaluation Panel Meeting	
Presentations of Shortlisted Tenderers	
Due Diligence (referees, clarifications, financial analysis report)	
Delivery of Recommendation Report	
Council Meeting agenda settlement	
Council Meeting	
Contract Preparation	
Notifications to Tenderers	
Contract Commencement	

**APPROVAL AUTHORITY**Council: ☐ Yes ☐ NoDate of Council Meeting: **Insert date of council meeting**CEO: ☐ Yes ☐ No**SIGNED BY PROJECT SPONSOR / APPROVING AUTHORITY**

Name	Organisation	Signed	Date

## Appendix 4.1.4 – Contract Management Plan Template



# Contract Management Plan

<Insert Name of Contract>

### Template notes – delete prior to finalising this document

This document may be required for a significant contract (either because of its value, its sensitive nature or risk profile). It has been developed to assist with the strategic thinking behind the proposed contract and its linkage to the Shire's strategic and business plans.

Blue Text	Must be completed, amended or deleted, as required.
Red Text	Is guidance / example / instructional information only and must be deleted prior to finalising the document

Name of Contract Manager: [Name]

Title: [Position]

Date: [insert date]

1. Reference Information			
Title			
Contract Number		Contract Manager – Name	
Contract Initial Term		Contract Extension	
Procurement Process		Total Contract Value	
Commencement Date		Cessation Date (Initial Term)	

2. Key Documents	
Procurement Plan	<Document location>
Contract	<Document location>

3. Contract Management Approach			
Initial Risk Assessment	<As determined prior to procurement process>	Current Risk Assessment	<As calculated in subsequent risk reviews>
Business Criticality 1 = High, 5 = Low	<Provide rating and briefly outline reasons>		
Contract Management Approach	<Identify contract management strategy and actions>		

4. Background	
Objectives	<What is the purpose of this contract – e.g. improve services, reduce risk, increase safety, reduce cost – are they in alignment with the Shire’s objectives?>
Scope and Key Deliverables	<State in one paragraph or less the Statement of Requirements (summary) and Key Deliverables>

**5. Key Parties****Supplier**

<b>Contractor Name</b>		<b>Address</b>	
<b>Contractor Representative</b>		<b>Position</b>	
<b>Telephone</b>		<b>Email</b>	

**6. Internal Stakeholders**

<b>Contract Manager and Title</b>	
<b>Key Stakeholders</b>	
<b>Handover from Procurement to Contract Management</b>	<Insert scheduled date for this meeting>
<b>Training Requirements</b>	<Detail training requirement for internal stakeholders if any>

**7. Key Milestones**

<b>Contract Start Date</b>		<b>Contract End Date</b>	
<b>Contract Renewable</b>	Yes/No	<b>Contract Renewal Review Date</b>	
<b>Other Key Milestones</b>			

Key Conditions of Contract			
Contract Template	<Identify which contract template will be / has been used>		
Special Conditions	<Identify any special conditions included in the contract>		
Departures from Standard Terms?	<List any deviations from the standard terms>		
Contract Variations	<List any contract variations that have been proposed / approved>		
Insurance Requirements	<As determined in procurement plan>	Cyber Security Insurance: <\$>	
Liabilities	Product Liability: <\$>	Professional Indemnity: <\$>	Workers Compensation: <\$>
Licenses Required	<Identify any licences required to be monitored annually as per the Contract>		
Registration Requirements	<Identify registrations required to be included in the contract. Check annually>		
Accreditations	<Identify accreditations required to be included in the contract. Check annually>		

Financial Considerations	
Payment	
Payment Arrangements	<Detail how often payments are to be made (e.g. upon completion of milestones, set dates, etc.)>
Invoice Verification	<Name and title of person responsible>
Invoice Authorisation	<Name and title of person responsible>
Payment Terms	<Detail payment terms (x days from invoice receipt)>
Incentives and abatements	
Incentive Payments	Yes                      No
Incentive Payment Details	<Provide details of how incentive payments are awarded>
Liquidated Damages	Yes                      No



Liquidated Damages Details	<Provide details of how abatements are calculated and applied>
Other financial considerations	
Price Reviews	<Describe mechanisms for conducting price reviews>
Provisional Sums	<If provisional sums are included in the contract, detail the amount included, and summarise how this is to be managed>

Performance Management			
KPIs	<List KPIs in contract>	<Monitoring Methods>	<Frequency>
(example)	Contractor Performance	Internal stakeholder feedback Feedback from other stakeholders (eg on site)	Periodic
(insert more lines as required)			
Performance Standards	<List standards in contract>		
Performance Monitoring	<Identify the person responsible> <Identify the monitoring approach>		
Reporting Requirements	<List reports that supplier has to deliver and due dates>		

Contract Management Processes	
Conflicts and Disputes Resolution	<List any contract clauses specifying dispute resolution process>
Contract Variation Handling	<Describe the contract variation handling process, including the triggers for variation, the variation proposal template location, any pricing arrangements for variation, the approvals process for variation, who approves variations and the variation implementation process:>

Risk and Issue Management	
Overall Risk Assessment	
Risk Management Plan	<Document location>
Key Risks	<Detail the key risks and the associated mitigation actions>
Issue Register	<Document location>

Process Improvement	
Post Implementation Review	<Record the date that this is scheduled, and the outcome of the review>
Lessons Learnt Review	<Record the date that this is scheduled and the outcome of the review>

## Appendix 4.1.5 – Evaluation Report Template



### EVALUATION REPORT

**Text Legend** *Delete this legend before finalising the document*

*Red text is an instruction and should be deleted after reading*

*Blue text should be edited or deleted as required. Change Blue text to Black if keeping*

*Black text should generally be considered as fixed text*

**Request Title:**

**[Insert Request Title]**

**Request Number:**

**[Insert Request Number]**

## 1. Evaluation Summary

Item	Response
Contract Title:	[Title]
Scope:	<p><i>[provide a brief overview of what is to be purchased/provided]</i></p> <p>See 'Scope of Contract' at Section 2 for further information</p>
Contract Term:	<p>Initial: [Term]</p> <p>Extension options: [Options]</p>
Recommended <i>or</i> Preferred Respondent(s):	<p>[name of Recommended or Preferred Respondent(s)]</p> <p>See 'Recommendation' at Section 4</p>
Pre-Tender Estimated Total Contract Value and Total Contract Value:	<p>\$[insert \$ amount] (inc GST) – Estimated</p> <p>\$[insert \$ amount] (inc GST) – Tendered</p> <p><i>[If the Price Variance is significant, please provide an explanation as to why this is the case.]</i></p> <p><i>[Include and edit, as applicable, the following where the total contract value is an estimate.]</i></p> <p>The estimated total contract value is based on the price methodology used and may vary depending on <i>[actual contract usage or explain other or additional reasons that affect the estimated total contract value]</i>.</p> <p>The estimated total contract value is based on the estimated expenditure at this time but may vary depending on budget availability.</p>
Price Variation:	<p>The Price is fixed for the Term.</p> <p><i>or</i></p> <p>The Price is fixed for the first year of the Term.</p> <p>On each anniversary of the Commencement Date, the Price will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).</p> <p><i>or</i></p> <p>The Price is fixed for the first year of the Term.</p> <p>The Price will be varied after the first year of the Term on [specify date] by [specify mechanism].</p>
Eligible Business under Regional Price Preference Policy?	Yes / No
Anticipated Contract Commencement Date:	[Date]
Issues to be Resolved?	<p>Yes / No</p> <p><i>[If "Yes" insert] Refer 'Issues to be Resolved' at Section 7.</i></p>
Contract Management Plan?	N/A

Item	Response
	or Yes
Contract Manager Name and Position	<i>[Insert name of Officer and position]</i>
Registered Australian Disability Enterprise (ADE)?  <i>[If Yes, ensure the ADE is listed as an approved ADE on the Australian Disability Enterprises website at <a href="http://buyability.org.au/directory/">http://buyability.org.au/directory/</a>]</i>	Yes / No
Registered Aboriginal business?  <i>[If Yes, ensure the business is registered on the Aboriginal Business Directory WA at <a href="http://www.abdwa.com.au/">http://www.abdwa.com.au/</a> and/or on Supply Nation Indigenous Business Direct at <a href="http://supplynation.org.au/">http://supplynation.org.au/</a>]</i>	Yes / No If Yes, business registered on: Aboriginal Business Directory WA Supply Nation's Indigenous Business Direct Both Date verified: [enter date]

## 2. Scope of Contract

*[provide summary / overview of the project]*

## 3. The Evaluation

### 3.1. Evaluation Panel Members

Name	Job Title	Role
<b>Voting Members</b>		
		Chairperson
<b>Non-Voting Members</b>		
		Facilitator

The contact details for the evaluation panel Chairperson are: [insert contact details].

The contact details for the evaluation panel Facilitator are: [insert contact details].

### 3.2. Code of Conduct

The Evaluation Panel Members have read and signed the Code of Conduct for Tender Evaluation Panel Members (Appendix C).

### 3.3. Declaration of Interest and Confidentiality

All persons associated with the procurement process have completed a Declaration of Interest and Confidentiality form and, as applicable, declarations were made or reaffirmed, in writing, prior to the commencement of the evaluation process.

No interests were declared at evaluation or as applicable, in any previous declaration made. *or* The following interests were declared at evaluation and/or in any previous declaration made:

- [insert details].

These interests were addressed by:

- [insert details of the manner in which these interests were managed].

### 3.4. Responses Received

Responses were received from the following organisations:

*[List in alphabetical order. Please ensure the name included below reflects the correct legal entity. If unsure, check the Australian Securities and Investment Commission website at <http://www.asic.gov.au/> or the Australian Business Number website at <http://abr.business.gov.au/>].*

- a. [Name] (location eg Perth, NSW...)
- b. [Name] (location eg Perth, NSW...)
- c. [Name] (location eg Perth, NSW...)

### 3.5. Pre-selection Assessment

All Respondents [met the Pre-qualification Requirements] in Appendix A and were passed through to the Qualitative Assessment.

*or*

The following Respondents did not pass through to Qualitative Assessment: *[list names and reason why]*

- a. [Name]  
[Reason why]
- b. [Name]  
[Reason why]
- c. [Name]  
[Reason why]

All other Respondents [\[met the Pre-Qualification Requirements and\]](#) properly addressed the Compliance and Disclosure Requirements and were processed through to Qualitative Assessment.

### 3.6. Qualitative Assessment – Score and Price Summary

See Appendix A for qualitative requirements. Refer to the Evaluation Rating Scale in Appendix B.

Qualitative Requirement		Weighting	Respondent A			Respondent B			Respondent C			Respondent D			Respondent E		
			Raw /9	Weighted /9	%	Raw /9	Weighted /9	%	Raw /9	Weighted /9	%	Raw /9	Weighted /9	%	Raw /9	Weighted /9	%
1	Understanding of the required tasks	X%															
2	Organisational capacity	X%															
3	Experience	X%															
4	X	X%															
	Total Weighted Score (%)																
	Qualitative Ranking																
	Price (inc GST)																
	Regional Price Preference Policy or Australian Product/ Supplier																
	Total Price (inc GST)																
	Price Ranking																



#### 4. Comparative Statement – Qualitative Requirements and Price

A summary statement for each Respondent is provided below.

The summaries have been prepared for the purposes of providing feedback to Respondents, and as a brief overview of the principal issues used by the evaluation panel to reach a decision. The summaries are not meant to cover all criteria and issues discussed by the evaluation panel.

##### Respondent's Name

- Total qualitative score [insert percentage]% – ranking [insert ranking]/X.
- Total price \$[insert amount] (inc GST) – ranking [insert ranking]/X.

*[Insert Heading of Qualitative Requirement]*

- *Discussion of the response to a requirement.*
- *Include the evaluative statement from the evaluation rating scale that corresponds to the score given.*

*[Insert Heading of Qualitative Requirement]*

- *Discussion of the response to a requirement.*
- *Include the evaluative statement from the evaluation rating scale that corresponds to the score given.*
- Summary of price (competitive, expensive, etc).

**Outcome:** [Not] Recommended *[or]* [Not] Shortlisted

*[include justification]*

##### Respondent's Name

- Total qualitative score [insert percentage]% – ranking [insert ranking]/X.
- Total price \$[insert amount] (inc GST) – ranking [insert ranking]/X.

*[Insert Heading of Qualitative Requirement]*

- *Discussion of the response to a requirement.*
- *Include the evaluative statement from the evaluation rating scale that corresponds to the score given.*

*[Insert Heading of Qualitative Requirement]*

- *Discussion of the response to a requirement.*
- *Include the evaluative statement from the evaluation rating scale that corresponds to the score given.*
- Summary of price (competitive, expensive, etc).

**Outcome:** [Not] Recommended *[or]* [Not] Shortlisted

*[include justification]*

#### 5. Recommendation

[name of Respondent] is the evaluation panel's recommended or preferred Respondent.

The basis for this decision is as follows:

a. Quality

[Discuss]

b. Price

[Discuss]

A settlement discount of [discount percentage]% will apply for payment made within [number of days] days of rendering of the account.

*[NB: If only one Respondent, explain how price was benchmarked (eg price compares favourably with price for a similar contract recently awarded either locally or in another State – provide details).]*

c. Summary

*[Include in this section justification for your value for money decision. Include, for example, why lower priced or comparatively higher scored offers were not recommended]*

In summary, [Name of Respondent] is best suited to meet the Request requirements and represents Value for Money.

## 6. Due Diligence

*[Include in this section any due diligence undertaken. If no due diligence undertaken, give reasons]*

b. Referee Reports

The following table provides a summary of the referees contacted and their comments in relation to the recommended or preferred Respondent.

Referee Contact	Comment
[Organisation and contact person]	
[Organisation and contact person]	
[Organisation and contact person]	

In summary, the referee reports supported the Evaluation Panel's recommendation(s).

*[or]*

*[Provide further detail]*

c. Financial Due Diligence

*[Provide further detail]*

d. *[Insert detail of any other due diligence undertaken]*

## 7. Issues to Be Resolved

No issues to be resolved.

*or*

[State issues as applicable and provide detail]

## 8. Endorsement by Evaluation Panel

\_\_\_\_\_  
[Insert Name]

\_\_\_\_\_  
[Insert Job Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Insert Name]

\_\_\_\_\_  
[Insert Job Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Insert Name]

\_\_\_\_\_  
[Insert Job Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Insert Name]

\_\_\_\_\_  
[Insert Job Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Insert Name]

\_\_\_\_\_  
[Insert Job Title]

\_\_\_\_\_  
Date

## **Appendix A – Selection Requirements**

### **Pre-qualification Requirements**

There were no pre-qualification requirements for this Request.

*or [Delete the one that is not applicable]*

The pre-qualification requirements for this Request were:

### **Compliance and Disclosure Requirements**

The compliance and disclosure requirements for this Request were:

[List requirements]

### **Qualitative Requirements**

The qualitative requirements for this Request were:

[List requirements]

**Appendix B – Evaluation Rating Scale**

A rating scale of 0-9 was used for evaluating each submission. Panel members were required to score each Respondent's response to the qualitative requirements. The rating scale and a description for the range of scores is shown in the table below.

Rating	Definition	Score
<b>UNACCEPTABLE</b>	Was not evaluated as it did not provide any requested information relevant to the evaluation criterion. The Evaluation Panel is not confident that the Tenderer would be able to meet the requirements of the Request.	0
<b>INADEQUATE</b>	Totally unconvincing and requirement has not been met. The Tenderer provided an inadequate response to the criterion. Claims against the evaluation criterion were not relevant to the requirements. The Evaluation Panel is not confident that the tenderer would be able to meet the requirements of the Request to the required standard.	1
<b>VERY POOR</b>	Significantly flawed and fundamental details are lacking. The Tenderer provided a very poor response to the criterion. Minimal information provided in response to the evaluation criterion. The Evaluation Panel has critical reservations that the tenderer would be able to meet the requirements of the Request to the required standard.	2
<b>POOR</b>	Unconvincing. The Tenderer provided a poor response to the criterion. Significant shortcomings in claims made against the evaluation criterion. The Evaluation Panel has major reservations that the tenderer would be able to meet the requirements of the Request to the required standard.	3
<b>MARGINAL</b>	The tenderer has provided a marginal response to the criterion and may not cover all aspects. Response has some shortcomings and deficiencies in demonstrating claims against the evaluation criterion. The Evaluation Panel has some reservations that the tenderer would be able to meet the requirements of the Request to the required standard.	4
<b>ADEQUATE</b>	The tenderer has provided an adequate response to the criterion. Claims against the evaluation criterion cover the basic requirements. The Evaluation Panel is reasonably confident that the tenderer would be able to meet the requirements of the Request to the required standard.	5
<b>GOOD</b>	Response complies and is credible. The Evaluation Panel is reasonably confident that the tenderer would be able to meet the requirements of the Request to a good standard.	6
<b>VERY GOOD</b>	Response complies, is convincing and credible. No uncertainties or shortcomings in claims against the criterion. The Evaluation Panel is confident that the tenderer would be able to meet the requirements of the Request to a very good standard.	7
<b>SUPERIOR</b>	Response complies, is convincing and credible. All claims substantiated and supported. The Evaluation Panel is highly	8

Rating	Definition	Score
	confident that the tenderer would be able to meet the requirements of the Request to a high standard.	
<b>OUTSTANDING</b>	Highly convincing and credible. Tenderer demonstrates outstanding quality in response to the criterion. All claims demonstrated and substantiated. The Evaluation Panel is very confident that the tenderer would be able to meet the requirements of the Request to a high standard.	9
<b>EXCELLENT</b>	Highly convincing and credible. Tenderer demonstrates excellent quality in response to the criterion. Comprehensively documented with all claims fully substantiated. The Evaluation Panel is extremely confident that the tenderer would be able to meet the requirements of the Request to a very high standard.	10

## Appendix C – Code of Conduct for Tender Evaluation Panel Members



## Code of Conduct for Tender Evaluation Panel Members

**Request Title:**

**[Insert Request Title]**

**Request Number:**

**[Insert Request Number]**

## **1. Objective**

This Code of Conduct aims to assist Tender Evaluation Panel Members by providing clear guidelines on expected behaviour and conduct while they are a panel member.

It operates alongside the Local Government Act 1995 and associated Regulations, as well as any other terms of engagement (such as a contract or Local Government Code of Conduct) under which a person has been appointed. It does not replace these requirements.

## **2. The Panel**

The Panel may consist of one of the following:

- Shire of Bruce Rock (Shire) employees (minimum of three)
- Shire employee(s) and External Consultant(s) (minimum of three)

It is best practice that the panel includes at least one person from the Shire.

## **3. Obligations as a Panel Member**

Panel Members acknowledge their activities, behaviour and statutory compliance obligations may be scrutinised in accordance with the Local Government Act 1995, Local Government (Functions and General) Regulations and Council policies.

General principles guide the behaviour of Panel Members who should:

- act with reasonable care and diligence;
- act with honesty and integrity;
- act lawfully;
- avoid damage to the reputation of the Shire;
- base decisions on relevant and factually correct information;
- treat others with respect and fairness; and
- not be impaired by mind affecting substances.

## **4. Honesty and Integrity**

Panel Members will:

- observe the highest standards of honesty and integrity, and avoid conduct that might suggest any departure from these standards;
- bring to the notice of the Chief Executive Officer (CEO) of the Shire and the Chair of the Evaluation Panel any dishonesty or possible dishonesty on the part of any other Panel Member; and
- be frank and honest in their official dealing with each other.

## **5. Duty of Confidentiality**

Panel Members must not divulge any confidential information to other parties.



For the avoidance of doubt, a Panel Member must not discuss, disclose or provide copies of relevant information of the tender to other tenderers or anyone outside of the Tender Evaluation Panel. This includes the confidential pricing information provided by a respondent, which cannot be provided to a third party (either within the organisation or external) without the express approval of the Chairperson of the Panel, in consultation with the Facilitator.

A Panel Member shall keep the results of the Tender selection process confidential. No indication of the likely recommendation will be discussed, disclosed or allowed to be disclosed without written approval from the CEO.

Nothing in the above shall have the effect of preventing the Panel Member from making to the Corruption and Crime Commission of WA any allegation referred to in the Corruption and Crime Commission Act 2003.

At the completion of the evaluation, the Panel Member may be requested to return all confidential information relating to the evaluation, and must not keep or make copies of such information.

## **6. Communication of Information**

Panel Members acknowledge that:

- as a Panel Member, there is respect for the decision making processes of the Shire;
- information of a confidential nature must not be communicated;
- information relating to decisions of the panel must only be communicated in an official capacity by a designated employee of the Shire and
- Panel Members are not permitted to make unauthorised comment on any issue relating to Tenders to any media outlet. This includes any publication or broadcast program that transmits to the public through any type of distribution method, including 'on-line' media. Any such requests for information made to a Panel Member should be directed to the CEO.

## **7. Relationships between Panel Members and Local Government Employees**

An effective Panel Members will work as part of the evaluation team with a mutual respect and co-operate with each other. To achieve that, Panel Members need to observe their statutory obligations and:

- accept that his or her role on the Evaluation Panel is not a management or administrative one;
- acknowledge that he or she has no capacity to individually direct the Shire employees to carry out particular functions; and
- refrain from publicly criticising employees in a way that casts aspersions on their professional competence and credibility.
- Panel Members will not take advantage of their position to improperly influence other Panel Members or Shire employees in the performance of their duties or functions, in order to gain undue or improper (direct or indirect) advantage or gain for themselves or for any other person or body.

## **8. Disclosure of Interests Affecting Impartiality**

Panel Members must disclose any interest that could, or could reasonably be perceived to, adversely affect their impartiality. This could arise from financial, indirect or proximity interests such as kinship, friendship or membership of an association. An interest is also anything that could affect their impartiality to any of the tenderers or their associates. Panel Members must complete a Declaration of Confidentiality and Interest Form and provide it to the Evaluation Panel's Facilitator after receiving a list of tender respondents and prior to receiving the detailed tender responses.

Panel Members must continue to assess their interest and, should their situation change, inform the Evaluation Panel Chair and the CEO immediately, and complete the form detailing the nature of the interest.

## **9. Personal Benefit**

Panel Members will not use confidential information to gain improper advantage for themselves or for any other person or body, in ways that are inconsistent with their obligation to act impartially, or to improperly cause harm or detriment to any person or organization.

## **10. Misuse of Resources**

Panel Members will:

- be scrupulously honest in the use of resources;
- not misuse resources or permit their misuse; and
- not use the resources (including the services of employees) for private purposes, unless properly authorised to do so, and appropriate payments are made (as determined by the CEO).

## **11. Securing personal advantage or disadvantaging others**

Panel Members will not make improper use of their appointment to an Evaluation Panel to:

- gain, directly or indirectly, an advantage for the person or any other person; or
- cause detriment to any other person.

## **12. Gifts**

A Panel Member must not accept a gift from a person who:

- is undertaking or seeking to undertake an activity involving a decision by the Shire; or
- is reasonable to believe is intending to undertake an activity involving the Shire.

Any Panel Member who is offered a gift from a person referred to above must report to the Tender Evaluation Panel the name of the person and nature of the gift, regardless of whether the offer was declined by the Panel Member.

## **13. Intellectual Property**

The title to intellectual property in all duties relating to the tender will be assigned to the Shire upon its creation, unless otherwise agreed by a separate contract. The Evaluation Panel Member may not use any information gained during an evaluation process for anything, apart from the evaluation.

## **14. Contravention of This Code**

A person who has reason to believe that a Panel Member has contravened a provision of this Code shall advise the Chair of the Evaluation Panel and the Shire's CEO.

---

I have read, understood and will abide by the Code of Conduct for Tender Evaluation Panel Members:

**PANEL MEMBER NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Appendix 4.1.6 – Request for Tender Template



# Request for Tender

<b>Request for Tender:</b>	<i>Enter Project Title Here</i>
----------------------------	---------------------------------

<b>Deadline:</b>	<i>Enter Time, Day Month, Year</i>
------------------	------------------------------------

<b>Address for Delivery:</b>	<i>Enter Address</i> <i>[State whether electronic mail, and facsimile tenders will or will not be accepted]</i>
------------------------------	--

<b>RFT Number:</b>	<i>Enter Number</i>
--------------------	---------------------

# 1 Conditions of Tendering

## 1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the <i>[Supply of Goods and/or Provision of Services] provided or nominated</i> in Part XX.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	<i>[Insert name of Local Government].</i>
<b>Request OR RTF OR Request for Tender Requirement:</b>	This document. The <i>[Goods and/or Services]</i> requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.
<b>Tenderlink:</b>	Means the web-based portal to be used for downloading Tender documents and raising queries in the online forum during the Tender Open Period. This medium operates through the website <a href="http://www.tenderlink.com/....">www.tenderlink.com/....</a> <i>Delete if not applicable.</i>
<b>Tender Open Period:</b>	The time between advertising the Request and the Deadline.

## 1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering *(read and keep this part).*
- Part 2 – Statement of Requirement includes Specification and any plans/drawings *(read and keep this part).*
- Part 3 – General Conditions of Contract *(read and keep this part).*
- Part 4 – Special Conditions of Contract *(read and keep this part).*
- Part 5 – Tenderer's Offer *(complete and return this part).*

### Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

### 1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

### 1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below:

Name:	<i>[Insert Text]</i>
Telephone:	<i>[Insert Text]</i>
Email:	<i>[Insert Text]</i>

### 1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made using the online forum on the tender details page of Tenderlink and may be subject of an addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than **xx (x)** days prior to the Deadline of this Request.

### 1.6 Prequalification Requirements

To be eligible for selection, Tenderers must have been successfully short listed from the Expression of Interest stage of the Tendering process.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) This section should be deleted if an Expression of Interest document was not issued.***

### 1.7 Tender Briefing/Site Inspection

Attendance at this meeting *[is or is not]* mandatory.

Tenderers are required/requested to attend a *[Tender Briefing or Site Inspection]* on *[insert day, month, year]* at *[insert time]*.

The location of the meeting is *[insert address]*.

The *[Tender Briefing or Site Inspection]* will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

Please confirm with the contact person *[insert contact person's name, and methods of contact]* your attendance at this meeting no later than *[insert day, month, year]*.

Failure to attend this *[Tender Briefing or Site Inspection]* will render the Tenderer ineligible to Tender *[delete if Tender Briefing or Site Inspection is not mandatory]*.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** Some projects require information to be provided to Tenderers for site visits to be undertaken. This section should be deleted if a tender briefing or site inspection is not required. Pre-tender Briefing or Site Inspection is mandatory; the Request should clearly state the consequence of non-attendance.

## 1.8 Lodgement of Tenders and Delivery Method

### Physical Tender Box

The tender must be lodged by the Deadline. The Deadline for this request is *[insert day, date and time]*.

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at *[insert Local Government address]* (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer *[insert Local Government address]*.

Electronic mail Tenders and Tenders submitted by Facsimile *[will or will not]* be accepted.

Tenderers must ensure that they have provided *[insert number]* signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

<OR>

### Electronic Portal

*Instructions should be provided on the portal location, how to log in, and what needs to be submitted in this place. It should also be identified whether hard copies or submissions made via email will or will not be accepted.*

In preparing a Tender for the Tenderlink Portal, Tenderers must agree to the following conditions:

- a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Tendering portal and/or the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- b) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.
- c) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.

- d) Tenders lodged through Tenderlink (replace with alternative online portal if used) will be deemed to be authorised by the Tenderer.
- e) Tenderlink (or alternative online portal) is designed to prevent lodgement of a Tender after the Deadline.
- f) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- g) Tenderers acknowledge that:
  - a. Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
  - b. The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** Tenders must be open for a minimum of 14 days Regulation 15. In general, the Tender should be open for a sufficient period to enable suppliers to respond effectively. It is recommended that the Deadline not be on a Monday, immediately before or after a public holiday or after a recognised industry shutdown. For convenience when evaluating, it is prudent to request copies of the tenderer's offer. The original copy should be kept 'unmarked' on file.

*This clause should specify whether Tenders submitted by electronic mail and by facsimile will be accepted, and if so how the Tenders should be submitted Regulation 14(4)(e). When receiving Tenders by either Facsimile or Electronic Mail, Local Government must be able to guarantee the security of any Tender submitted by this method.*

*In determining this, the Local Government should consider that the Chief Executive Officer is responsible for keeping any tender submitted, including a tender submitted by facsimile or other electronic means, in safe custody, and ensuring that it remains confidential Regulation 16(1). Some Local Governments will accept an electronic copy provided it is accompanied by an original hard copy.*

*If accepting Tenders via electronic mail, the following statement should be included:*

To ensure the integrity of the Tender process, electronic mail Tenders should only be submitted to the designated Tender submission email address. Do not send Tenders to staff or alternative email addresses, including the Principal's contact.

## 1.9 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** Tenders not submitted at the correct place and time are required to be rejected (Regulation 18). This section clearly stipulates the ground of rejection to the Tenderer.



## 1.10 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) Late Tenders and those submitted in the wrong place must be rejected: Regulation 18(1).***

## 1.11 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) A Principal is required to accept the Tender which it thinks would be most advantageous to the Local Government. It is not bound to accept the Lowest Tender and may decline to accept any Tender Regulation 18(5).***

## 1.12 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) be advised that no Tender was accepted.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) Tenderers must be given written notification, signed by the Chief Executive Officer, of the particulars of the successful Tenderer or advising that no Tender was accepted Regulation 19.***

## 1.13 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) This clause stipulates that the Tenderer's offer is to remain open for ninety days from the Deadline or forty-five days from the date of the Principal's resolution determining the Tender, whichever is later.***

## 1.14 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) The inclusion of this clause is important in the event of a dispute as it is clear which conditions apply.***

## 1.15 Alternative Tenders

All Alternative Tenders **[may or must]** be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked “**Alternative Tender**”.

The Principal may in its absolute discretion reject any Alternative Tender.

Any printed “General Conditions of Contract” contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) Minor variations of Requirements prior to entry into the contract can be negotiated with the successful Tenderer Regulation 20(1).***

## 1.16 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) This clause places the onus on the Tenderer to have read the Request and to have made all reasonable enquiries.***

*However, Regulation 14(3)(b) places an onus on the Local Government to identify a person from whom detailed information could have been obtained during the tender advertisement period. This information includes detailed specifications, criteria, whether or not the Local Government has decided to submit a tender and whether tenders can be submitted by facsimile or other electronic means.*

## 1.17 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) When a Local Government seeks to vary the information originally provided in the Tender Notice, Regulation 14(5) requires reasonable steps to be taken to give each person who has sought copies of the Tender documents or each acceptable Tenderer, as the case may be, notice of the variation.***

## 1.18 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
  - b) any financial analytical assessment undertaken by any agency; and
  - c) any information produced by the Bank, financial institution, or accountant of a Tenderer;
- so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** This clause informs the Tenderer up front that the Principal may undertake financial checks in its assessment of each Tenderer.

## 1.19 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** The primary rule in evaluating Tenders is that all Tenders must be treated fairly, impartially and objectively. Consequently, it is beneficial to make it clear how the Tenders will be evaluated from the beginning of the Tender Process. Regulation 18(2) of Local Government (Functions and General) Regulation 1996 (WA) ("Regulations") stipulates that any non-confirming tender may be rejected without considering the merits of the Tender. Any change to the evaluation process must be notified to all potential Tenderers as an addendum (Regulation 14(5)) (see Procurement Framework Wheel section 4.1 Tender Management).

## 1.20 Selection Criteria

The Contract may be awarded to a *[sole or panel of]* Tenderer(s) who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** A Local Government must, before tenders are publicly invited, determine in writing the criteria for deciding which Tender should be accepted Regulation 14(2)(a).

*It is important to use well defined Selection Criteria. This allows the Tenderer to focus their submissions and assist the evaluation panel to separate Tenderers in the evaluation process. Note that the value for money approach is not always appropriate. The lowest priced Tender that confirms to the specification should be considered when there are well defined Technical Specifications.*

*It is necessary at this stage to give consideration as to:*

- a) Whether or not to weight price criteria; and*
- b) Whether or not to publish weightings of Selection Criteria in the Request.*

*In the event that multiple Contractors/Consultants are awarded Contracts these should be based upon Specialities.*

## 1.21 Compliance Criteria

These criteria are detailed within *[insert Part #]* of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** These criteria relate to the fundamental conditions of the Request. They are usually assessed on a Yes/No basis (ie either that criteria is fully satisfied or not at all). These are only suggested Compliance Criteria and will vary depending upon the nature, complexity and risk of the purchase.

## 1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within *[insert Part #]* of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) The Qualitative Criteria listed within Part 3 are generic criteria that relate to the technical attributes of the Goods or Services and the Organisational Capacity to service the Contract. These examples in Part 3 are the most routinely used Qualitative Criteria. These are examples only and will vary depending on the nature of the purchase. The weightings assigned to the Criteria should reflect their relative importance and should total 100%. A Local Government must, before Tenders are publicly invited, determine in writing the Criteria for deciding which Tender would be accepted Regulation 14(2)(a).***

## 1.23 Value Considerations

### Clause A: Weighted Price Criteria

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) Clause A should be included if cost is to be allocated a weighting. If not delete this clause and use Option B.***

***NOTE: All Qualitative Criteria including price should total 100%. When using Weighted Price Criteria remove all references to value for money as highlighted in the Selection Criteria to ensure there is no contradicting evaluation methodology.***

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	00%

### Clause B: Non Weighted Price Criteria

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) Clause B should be included if the price is not to be allocated a weighting.***

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- the qualitative ranking of each Tenderer;
- the pricing submitted by each Tenderer;
- insert any applicable policies that may affect selection (eg Regional Price Preference Policy, DAIP Plan considerations). Detail from where a copy is available; and
- insert any other criteria that may affect the value for money

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (eg the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

## 1.24 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the *[insert Principal's Regional Preference Policy and the date upon which it was adopted]*.

The Policy stipulates that: *[insert the mechanism for the application of the Policy]*

**GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)** This clause should only be used when the Local Government has a Regional Preference Policy which has been advertised State wide (Regulation 24(E)) and had been adopted in accordance with Regulation 24(F). In accordance with Regulation 24(E)(4), notice of the policy and how it is to apply must be given in the Request documentation.

## 1.25 Price Basis

### Option A: Fixed Prices

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking *[delete for Services Requests]* and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

### Option B: Variable Prices

All prices for goods/services offered under this Request are to be variable for *[insert term (eg the term of the Contract)]*. All prices will vary according to the variation mechanism outlined below:

- a) Rise and Fall formula/e to be specified by the Tenderer.
- b) Tendered prices must include the Goods and Services Tax (GST).
- c) *[OR insert relevant price variation mechanism required]*

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking *[delete for Services Requests]* and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender as being additional will not be allowed as a charge for any transaction under any resultant Contract.

**GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)** It is important to specify the Price Basis, which is to apply to the Contract. It is important to consider such factors as whether:

- a) prices are to be fixed;
- b) prices are to be variable; or
- c) if prices are variable, which mechanism is to apply.

Some mechanisms that may be used to determine price variations include the Australian Consumer Price Index, Australian Bureau of Statistics, Indices and Official Interest Rates. Price variation mechanisms should include the time of enactment, the period the index may cover and the actual index.

## 1.26 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) The Tenderer owns the intellectual property rights to the Tender until it is accepted. Information presented in a Tender should be treated as confidential in nature.***

## 1.27 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) This clause helps to protect the probity of the RFT process.***

## 1.28 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in *[insert Part #]* and whose execution appears on the Offer Form in *[insert Part #]* of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) It is important that the Principal know who the entity is with which they are contracting.***

## 1.29 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) This clause aids in protecting the Principal from potential Tendering cost claims.***

## 1.30 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at *[insert place/address]*.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** At least the CEO and one other employee (more if practicable) of the Local Government are required to be present at the Opening Examination or Assessment of Tenders.

*Alternatively, Tenders can be opened without a Local Government staff member being present if they are opened by a person authorised by the CEO to open Tenders and, if practicable, one or more other persons. Members of the public are entitled to be present at Tender Openings Regulation 16(3)(c) and 17.*

*At the time of opening it is recommended that pricing information is not released into the public domain. This maintains the integrity of the process and maintains Tenders Commercial in Confidence information.*

### **1.31 In House Tenders**

The Principal *[does OR does not]* intend to submit an In House Tender.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** The Local Government Act 1995 requires the Tender documents to specify if the Principal has decided to enter its own submission Regulation 14(4)(d).



## 2 Statement of Requirements

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** The role of the Statement of Requirements is to provide the Tenderer with a concise, logical and unambiguous description of the Principal's Requirements. Clauses may include an introduction to the Goods and/or Services required including any relevant background information and the purpose for purchasing the Goods and/or Services.

*The preparation of Technical Building Documentation may require professional advice.*

*Some Construction Service Specifications may require the production of detailed design briefs including drawings. Drawings must be clear, precise and show pictorially what is required of the Contractor. It is important to ensure that the words on the drawings do not contradict the words on the Specification.*

*Sample Statement of Requirement headings are listed below. The Statement of Requirements Worksheet available in the Procurement Toolkit may be of use to develop this section of the RFx.*

### 2.1 Introduction

*[Insert a brief explanation and context of the Requirements (e.g. the application, purpose or function of the goods and/or services required under the contract)]*

### 2.2 Background Information

*Commence your Statement of Requirements with a background to the RFx, which may include:*

- Why are you going to Tender?*
- Description of the organisation – vision, mission, strategic objectives*
- Description of the environment in which the Tenderer will be engaged.*
- How will the goods / services be used?*
- How many suppliers are you looking to engage?*
- What are the objectives of the RFx? (e.g. reduce costs, increase productivity, encourage innovation, meet community requirement)*
- Are there any integration or situational details the Tenderers need to be aware of to prepare a response?*

***EXCLUDE*** any commercial information, such as pricing, from the Statement of Requirements as this should only be referenced in the pricing and cost schedule.

### 2.3 Definitions

Below is a summary of some of the important defined terms used in this Part:

<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>Principal's Representative</b>	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

## 2.4 Scope of Work

*[Outline the Scope of Work required to complete the Requirements]*

**GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)** The Scope is a summary of the extent and limitations of the Goods and/or Services required. The Scope may cover the supply requirements, whether any installation works are to be undertaken, details of training or documentation, anticipated quantities, the Period of the Contract, and anything the Contractor is NOT required to do or provide which might otherwise be considered normal to be included.

Headings may include:

- Scope
- Exclusions
- Deliverables

The Scope of Works becomes important with regard to a Local Government's ability to vary a contract once it has been entered into. The Contract Management (Variations and Extensions) Guidance Note available in Section 8.25) Contract Management of the Procurement Toolkit provides further information. Below is an excerpt:

### **Variations to Publicly Tendered Contracts [F&G r.21A]**

Functions and General Regulation 21A was introduced by regulatory amendment in 2016 to clarify that contract variations can be made after a contract has been entered into. However, variations to contracts formed with a successful tenderer can **only** occur in the following circumstances:

- The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; **or**
- The variation is a renewal or extension of the term of the contract, the terms of which were included in the original contract when publicly tendered in accordance with F&G Reg.11(2)(j).

A decision to vary a publicly tendered contract must be made by the Council or an officer with delegated authority under F&G r.21A.

*As such, good planning and robust analysis should be undertaken prior to developing the Scope of Work for any tender and resultant contract.*

## 2.5 Detailed Specification

*Insert the FULL DESCRIPTION of each element summarised in the Scope of Work. The specific requirement description may take the form of a technical, performance or functional specification.*

*Example headings of some common requirements are:*

- a) Performance measure (KPIs), targets and outcomes.*
- b) Technical information (eg dimensions, colours, material properties, processes and methods of manufacture and/or assembly, maintenance requirements, detailed plans, designs, blueprints and technical drawings.*
- c) Delivery/Supply methods.*
- d) Testing (eg assessment testing, product testing, testing methods and intervals etc).*

## 2.6 Implementation Timetable

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** This section should detail the proposed schedule including commencement date, milestones, completion of deliverables and a completion date. If the goods are required by a specific date this should also be defined.

## 2.7 List of Applicable Documents

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** All relevant document that are to be consulted. E.g. maps, drawings, reports etc

## 2.8 Service Levels

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** This section should clearly set out minimum quality requirements. To support competition, the Specification should refer to established quality standards for products and services and must avoid referring to a particular supplier's product or specification.

Care should be taken to ensure that any quality standards are justifiable and do not unfairly rule out particular suppliers.

*Example headings of some common requirements may include:*

- a) Reporting requirements.*
- b) Contract management details.*
- c) Standards (Australian Standards should be used whenever appropriate).*

### 3 General Conditions of Contract

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** When choosing your General Conditions of Contract, ensure they are relevant to the Goods and or Services being requested.

*Please note - When using General Conditions other than the General Conditions provided in the WALGA's Procurement Toolkit, the Local Government must ensure they have the appropriate authority to utilise and adhere to any special licensing, royalty and/or acknowledgements as required.*

#### 3.1 Insurances

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** The likely insurance varies according to the nature and the complexity of the Requirements. Workers' Compensation Insurance may also be required. To assist in your choice, the following descriptions may be of assistance:

***Public Liability (required)*** – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

***Workers' Compensation or Personal Accident Insurance Cover (required)*** – All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

***Professional Indemnity (optional)*** – This insurance is particularly relevant for professional people in the business of giving advice and acting on behalf of others to cover legal liability resulting from their negligence or a breach of their duty of care. Examples of professions where this would be required include consultants, lawyers, doctors, accountants and insurance brokers.

***Product Liability (optional)*** – The purpose of a Product Liability policy is to provide the insured with protection against losses arising out of the defective nature of the insured's products. The protection provided by this policy usually extends to losses or damage sustained by third parties as a result of use of the insured's product.

*WALGA recommends liaising with LGIS for a Local Government to consider its exposure for any contract, and adopt appropriate insurance levels to meet requirements and risk appetite.*

#### 3.2 Period of Contract and Termination

##### ***Clause A – Period Contract***

The Contract will be in force for the period of **[insert words and numerals]** years. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

**OR**

##### ***Clause B – Supply Contract***

The Contract is to be completed on supply of the Requirements. For ongoing Requirements, the period needs to be specified as in the first paragraph.

## 4 Special Conditions of Contract

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** Special Conditions should be used to add to or amend the General Conditions of Contract or to highlight any special or unusual circumstances particular to the purchase. A Precedence of Documents must be included when using Special Conditions.

## 5 Tenderer's Offer

### 5.1 Form of Tender

The Chief Executive Officer

*[insert Local Government name]*

*[insert Local Government Address]* WA 6xxx

I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

**In response to RFT *[insert number and DESCRIPTION OF PROJECT /TITLE]:***

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 5.2 Selection Criteria

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** This section is designed to clearly set out the Selection Criteria, to ensure Tenderers address each criterion and provide all relevant information. Below are some suggested criteria only. These should be reviewed for relevance to the Goods and or Services being sought. You may wish to consider some of the Qualitative Criteria examples that are set out in WALGA's Procurement Toolkit, specifically the template under section 8.10) Evaluation Criteria, "Evaluation Model" to provide additional considerations.

### 5.2.1 Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their  <i>[Insert critical requirements (Licences/Registrations etc)]</i>	Yes / No
<b><i>GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)</i></b> For example Builders Registration may be required for construction purposes; Electrical Contractors will require relevant licenses.	
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory Tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No
g) Risk Assessment	Yes / No
<b><i>GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)</i></b> A Risk Assessment is used to determine the potential risk of Contractors to the Principal. The elements provided below are suggested only and should be altered to suit individual target market categories.	
Tenderers must address the following information in an attachment and label it "Risk Assessment":	
<ul style="list-style-type: none"> <li>i) An outline of your organisational structure inclusive of any branches and number of personnel.</li> <li>ii) If companies are involved, attach their current ASC company extracts search including latest annual return.</li> <li>iii) Provide the organisations directors/company owners and any other positions held with other organisations.</li> <li>iv) Provide a summary of the number of years your organisation has been in business.</li> <li>v) Attach details of your referees. You should give examples of work provided for your referees where possible.</li> </ul>	

<p>vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.</i></p> <p>vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i></p> <p>viii) <i>Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i></p> <p>ix) <i>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</i></p> <p>x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i></p> <p>xi) <i>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i></p> <p>xii) <i>Provide details of disputes and claims history for your organisation and its Related Bodies Corporate (if applicable) over the last 5 years.</i></p> <p>xii) <i>Provide details of disputes and claims history for your organisation and its Related Bodies Corporate (if applicable) over the last 5 years.</i></p> <p>xiii) <i>In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</i></p>	
<p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within <i>[insert number]</i> days of acceptance.</p>	

### 5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.



<b>A. Relevant Experience</b> Tenderers must address the following information in an attachment and label it <b>“Relevant Experience”</b> : <i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i>	<b>Weighting</b> <__%>	
<ul style="list-style-type: none"> <li><i>a) Provide details of similar work.</i></li> <li><i>b) Provide scope of the Tenderer’s involvement including details of outcomes.</i></li> <li><i>c) Provide details of issues that arose during the project and how these were managed.</i></li> <li><i>d) Provide details of the Tenderer’s performance to timelines and budgets under any contract with the Principal in the last 5 years and the performance of each of its Related Bodies Corporate (if applicable).</i></li> <li><i>e) Demonstrate competency and proven track record of achieving outcomes.</i></li> <li><i>f) Project reference sheet.</i></li> </ul>	<b>“Relevant Experience”</b>	<b>Tick if attached</b> <input type="checkbox"/>

<b>B. Key Personnel Skills and Experience</b> Tenderers must address the following information in an attachment and label it <b>“Key Personnel Skills and Experience”</b> : <i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i>	<b>Weighting</b> <__%>	
<ul style="list-style-type: none"> <li><i>a) The Tenderer’s role in the performance of the Contract.</i></li> <li><i>b) Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i></li> </ul>	<b>“Key Personnel”</b>	<b>Tick if attached</b> <input type="checkbox"/>
Supply any other relevant details in an attachment and label it <b>“Key Personnel Skills and Experience”</b> .		

<b>C. Tenderer’s Resources</b> Tenderers must address the following information in an attachment and label it <b>“Tenderer’s Resources”</b> : <i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i>	<b>Weighting</b> <__%>	
<ul style="list-style-type: none"> <li><i>a) Plant, equipment and materials.</i></li> <li><i>b) Any contingency measures or backup of resources including personnel (where applicable).</i></li> <li><i>c) OHS Survey.</i></li> </ul>	<b>“Tenderer’s Resources”</b>	<b>Tick if attached</b> <input type="checkbox"/>

<p><i>d) Safety Record.</i></p> <p><i>e) Resources Schedule.</i></p>		
As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “ <b>Tenderer’s Resources</b> ”.		

<p><b>D. Demonstrated Understanding</b></p> <p>Tenderers must address the following information in an attachment and label it “Demonstrated Understanding”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p><b>Weighting</b></p> <p>&lt;__%&gt;</p>	
<p><i>a) A project schedule/timeline (where applicable).</i></p> <p><i>b) The process for the delivery of the Goods/Services.</i></p> <p><i>c) Training processes (if required); and</i></p> <p><i>d) Demonstrated understanding of the Scope of Work.</i></p>	<p><b>“Demonstrated Understanding”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
Supply details and provide an outline of your proposed methodology in an attachment labelled “ <b>Demonstrated Understanding</b> ”.		

<p><b>E. Sustainability</b></p> <p>Attach a document of maximum 2 A4 pages in length that addresses the following (half page summary for each criterion) and label it “Sustainability”.</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought, and objectives of your Council)</i></p>	<p><b>Weighting</b></p> <p>&lt;__%&gt;</p>	
<p><b>a) Environmental Management</b></p> <p>Provide commentary on how your organisation and the solutions being offered minimise its impact on the environment. This may include any environmental standards (such as policies, procedures, environmental management systems) as well as actions taken (such as recycling, carbon neutral activities, energy efficiency, technologies implemented, product design and behaviour change initiatives).</p> <p><b>b) Ethical Leadership and Supply Chain Practice</b></p> <p>Comment on any assessment of ethical leadership in your supply chain and contracted parties. This may include human rights impacts in the sourcing and transit of raw materials and supply chain transparency (tracing key products and materials to ensure ethical sourcing).</p> <p><b>c) Community Participation and Benefits</b></p>	<p><b>“Sustainability”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>

<p>Provide commentary on initiatives to support Aboriginal Business and indigenous community, local trade support, Australian manufacturing, and community benefit (eg. Corporate philanthropy or employment development programs for Corporate Social Responsibility such as disability enterprise or special needs).</p> <p><b>d) Workplace Practices</b></p> <p>Provide commentary on how your organisation ensures its staff are treated fairly and their safety assured. This may include non-discrimination (equal opportunity policies and diversity programs), fair remuneration, working hours, and regular employment (versus use of casual and temporary staff). This may also include Employer of Choice initiatives and safe work methods.</p>		
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### 5.3 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) This section should contain price information in the form that the Principal wishes to receive it.***

#### 5.3.1 Price Basis

<p><b>Option A</b></p> <p>Are you prepared to offer a fixed price?</p>	Yes / No
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<p><b>Option B [delete if Principal requires fixed prices]</b></p> <p>Do you agree to the Price Variation Mechanism below?</p> <p>[insert Price Variation Mechanism]</p>	Yes / No	
<p>If No, please indicate how your proposed Price Variation Mechanism differs from the one outlined above. Supply details and label it “Price Variation Mechanism”.</p>	<p>“Price Variation Mechanism”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

#### 5.3.2 Price Schedule

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender) In order to allow consistency in evaluating Tenders it is essential that the correct format of the Price Schedule is included in the Request. There are many different formats of Price Schedules.***

*Goods and Services Tax (GST) inclusive prices should be requested.*

*It is useful to request a breakdown of GST inclusive prices; that is a total price including GST, a price excluding GST and a value representing the GST component of the price.*

### Example One – Schedule of Rates – Goods

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** A schedule or rates is used when there is a recurrent requirement for the same item but the exact quantity to be purchased is unknown. Where possible the estimated quantity should be provided (eg previous years purchases); however the Tender should include a disclaimer that the Contractor is not assured of that volume of sales. Where the likely usage is significant seek volume discounts for larger individual orders. Prices should be requested inclusive of any applicable Goods and Services Tax (GST).

Item Description	Tender Unit	Estimated Usage* (P.A.)	Manufacturers Name/Item Code/Model No	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
Photocopy paper, white, A4, 80gsm	Ream	2000				
TV Receiver, Colour, 48cm, with remote control	Each	10				

\*The Principal offers no guarantee of quantities of the products required.

### Example Two – Schedule of Rates – Services

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** Many services will require that additional information is sought from Tenderers. Some of this can be conveniently included in the price schedule (eg for consultancy, the names and roles of key consultants are naturally associated with their respective rates in the same schedule). In this form of price schedule the Principal bears the risk.

No	Service Description	Tender Unit	Estimated Usage*	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1	Cleaning of Community Hall (in accordance with site plan attached)	Per clean	36 cleans per year			
2	Printing of Council Service Directory, 42 pages, 4 colour (as per sample attached)	Per 500	8,500 per year			
3	Consultancy survey community attitudes to hot weather	Per hour	unknown			

\*The Principal offers no guarantee of quantities of the products required.

### Example Three – Lump Sum – Goods

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** Same as schedule of rates except that estimated usage becomes quantity required and price becomes total price tendered. A Lump Sum Schedule is appropriate when the extent of the Requirement is definitely known. It is usually possible to obtain an all-inclusive, firm price (ie there is no scope for price variation). In this form of pricing, the Contractor bears the risk. Prices should be requested inclusive of GST.

Item Description	Tender Unit	Estimated Usage* (P.A.)	Manufacturers Name/Item Code/Model No	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
Photocopy paper, white, A4, 80gsm	Ream	2000				
TV Receiver, Colour, 48cm, with remote control	Each	10				

\*The Principal offers no guarantee of quantities of the products required.

### Example Four – Lump Sum – Services

***GUIDANCE NOTE: (Delete prior to finalising the Request for Tender)*** As per schedule of rates and adjustments, a Lump Sum Schedule is appropriate for any service where the scope is sufficiently well defined/specified for Tenderers to cost accurately. The more certainty felt by the Tenderer, the less contingency will be loaded into the price. When seeking a lump sum price, it is not essential to obtain a breakdown of the price; however it may provide information helpful for evaluating Tenders and as the basis for calculating any price variation in the subsequent Contract. Prices should be requested inclusive of GST.

No	Service Description	Tender Unit	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1	Cleaning of Community Hall (in accordance with site plan attached)	Per clean			
2	Printing of Council Service Directory, 42 pages, 4 colour (as per sample attached)	Per 500			
3	Consultancy survey community attitudes to hot weather	Per hour			

\*The Principal offers no guarantee of quantities of the products required.