



MINUTES

Ordinary Council Meeting

16 June 2026

CONFIRMATION OF MINUTES

These Minutes have been CONFIRMED by Council as the official record for the Shire of Gingin's Ordinary Council Meeting held on 16 June 2026.



Councillor L Balcombe
PRESIDING MEMBER

Date of Confirmation: 21 July 2026

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Applicants and other interested parties should refrain from taking any action until such time as written advice is received confirming Council's decision with respect to any particular issue.

ACKNOWLEDGEMENT OF COUNTRY



The Shire of Gingin acknowledges the Yued people, the traditional owners of Yued Boodja. The Shire pays respect to Yued Elders past and present, and acknowledges emerging Yued leaders. We extend this respect to all Aboriginal people. The Shire recognises the living, dynamic culture of the Yued people and the unique contribution they make to the Gingin region on Yued Boodja.

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**MINUTES
ORDINARY COUNCIL MEETING
16 JUNE 2026**



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ORDER OF BUSINESS

1 DECLARATION OF OPENING

The Presiding Member declared the meeting open at 4:04 pm and welcomed all in attendance.

2 RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

Councillors – L Balcombe (President/Presiding Member), F Peczka (Deputy President), C Hyne, R Kestel, L Stewart, J Weeks (via Teams), D Wilkie and N Woods.

Staff – J Bayliss (Chief Executive Officer), R Wright (Executive Manager Corporate Services) (from 4:38 pm), R March (Executive Manager Operations and Assets) (from 4:38 pm), K Leonhardt (Manager Corporate Services) (from 7:07 pm), K Okely (Executive Assistant to CEO), L Burt (Coordinator Governance) and Y Moorby (Governance Support Officer/Minute Officer).

Gallery – There were 16 members of the public present in the Gallery.

2.2 APOLOGIES

Cr A Vis

2.3 LEAVE OF ABSENCE

Nil

3 DISCLOSURES OF INTEREST

3.1 Cr Linda Balcombe

Item: 13.3 Community Funding Program 2026/27
Interest: Impartiality
Reason: As I work for another funding institution. Also I am the Shire representative on the Gingin Community Resource Centre.

Item: 19.1 Alleged Breach 26/8 - Code of Conduct for Council Members, Committee Members and Candidates
Interest: Impartiality
Reason: As the Item is about a conversation with myself.

3.2 Cr Craig Hyne

Item: 13.3 Community Funding Program 2026/27
Interest: Impartiality
Reason: I have a relative who is the Group Leader of the Gingin Scout Group, one of the community groups applying for funding.

Item: 15.1 RAV Vehicles - Honeycomb Road and Cockram Road Roundabout
Interest: Proximity
Reason: I own a property that has frontage to Cockram Road between Honeycomb Road and the Gingin Meatworks.

3.4 Cr Rob Kestel

Item: 13.3 Community Funding Program 2026/27
Interest: Impartiality
Reason: I am a director of Bendigo Bank whom some of the applicants have applied to funding for.

3.5 Cr Lincoln Stewart

Item: 12.2 Local Emergency Management Arrangements (LEMA)
Interest: Impartiality
Reason: I am a volunteer fire fighter Red Gully.

Item: 13.3 Community Funding Program 2026/27
Interest: Impartiality
Reason: I am a member of canine collective, LDCA.

Item: 19.1 Alleged Breach 26/8 - Code of Conduct for Council Members, Committee Members and Candidates
Interest: Impartiality
Reason: I associate with the complainant outside of official council business.

3.6 Cr David Wilkie

Item: 12.2 Local Emergency Management Arrangements (LEMA)
Interest: Impartiality
Reason: Firefighter

Item: 13.3 Community Funding Program 2026/27
Interest: Impartiality
Reason: Member Lancelin District Community organisation and other committees.

Item: 19.1 Alleged Breach 26/8 - Code of Conduct for Council Members, Committee Members and Candidates
Interest: Impartiality
Reason: I am the respondent.

3.7 CEO - James Bayliss

Item: 15.1 RAV Vehicles - Honeycomb Road and Cockram Road Roundabout
Interest: Impartiality
Reason: I am a Director of a cattle grazing enterprise. The proponent processes cattle through their meatworks. Our company does not process meat through the meatworks.

Item: 19.2 Appointment of Temporary CEO
Interest: Financial
Reason: Item relates to role of Temporary CEO which I am currently fulfilling.

4 PUBLIC QUESTION TIME

The Presiding Member declared Public Question Time open at 4:07 pm.

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

4.2.3 Kate Lane - Neergabby

Lancelin South Footpath

Q1. Further to my question regarding the \$500,000 for a footpath in Lancelin – if the “trigger for its installation” is not yet reached, can Council explain why this amount was included as an asset in the Long Term Financial Plan in 2022, as it appears the \$500,000 never ever existed as actual funds held by the Shire?

Response by the Presiding Member

Staff involved in the long-term financial planning and budget process in 2022 are no longer employed at the Shire and as such no further comment can be provided.

Guilderton Caravan Park

Q2. As the expenditure of over \$54,000 at Guilderton Caravan Park just on “hiring fees” is deemed a ‘business as usual cost’ – will Council confirm that the cost-versus-profit for this specific item will be directly quantified and reported on?

Response by the Presiding Member

The payment referred to from the March 2026 List of Paid Accounts states that the payment to Belgravia PRO Pty Ltd was for Pure Glamping and Equipment Hire, RMS License Fees and Management Fees. As such the reference to 'just on hiring fees' is only a portion of the payment made. The breakdown is as follows:

Management Fee:	\$45,560.52
RMS License:	\$1,917.96
Pure Glamping and Equipment Hire:	\$7,091.35

Pure Glamping and Equipment Hire is for assets owned and hired out by Belgravia such as canoes and glamping tents. The Shire has not invested in these assets.

All income associated with the Guilderton Caravan Park is collected via the Shire and reimbursed accordingly. The Shire receives a proportionate share of the Pure Glamping and Equipment Hire and reimburses the remaining to Belgravia.

Q3. Was the decision to spend this amount on equipment hire a Council decision, or one made by Belgravia Leisure and were any projected figures on cost-versus-profit provided?

Response by the Presiding Member

Refer to response to question 2. The Shire is receiving a proportioned share as part of the commercial arrangements.

4.2.5 Megan Kolbe - Gabbadah

Response by the Presiding Members to Questions by Members of Which Due Notice Has Been Given

Q3. I refer to 21 April 2026 and 19 May 2026 Ordinary Council Meeting Agendas where questions on notice regarding nepotism, conflicts of interest and the employment of relatives of elected members and senior staff were not properly answered by the administration. Acting CEO Mr James Bayliss was himself employed by the Shire while his father-in-law Wayne Fewster was Shire President. Mr Fewster's wife was and remains employed by the Shire, she is the Acting CEO's mother-in-law. President Linda Balcombe's daughter was employed by the Shire while other relatives of elected members and senior staff have also been employed within the organisation. These relations were known within the Shire yet the CEO has claimed that no records exist of these interests despite such relationships reasonably requiring disclosure and management throughout recruitment and employment processes.

What policies, governance controls, conflict of interest procedures and recruitment safeguards does the Shire of Gingin currently have in place to ensure nepotism, favouritism or conflicts of interest are not occurring in relation to the employment, supervision or promotion of family members of elected members or senior staff?

Response by the Presiding Member

The Shire maintains processes and procedures in line with legislative requirements to ensure employment decisions are appropriately awarded and managed. These processes include requirements for declarations and management of actual or perceived conflicts of interests.

All staff are employed based on their individual merit, in accordance with these processes, and any suggestion otherwise is inaccurate.

4.2.6 Kerry Butler - Gingin

Floorboards at CU@Park

CU@Park has been closed to have floorboards laid. I am unaware as to what boards were used and who is responsible for the cost of them. When the concrete was laid I believe the cost was covered by the Shire of Gingin. At the Council meeting on 19 June 2023, I asked a question re the quality of the paint and its slip rating. Mr Bayliss was asked by the then President what was the slip rating of the paint. Mr Bayliss could not give me a figure but assured the meeting the slip rating was exceptionally good. I have now been told that the floor has been dangerous when wet, hence the upgrade to floorboards. My questions are:

Q1. What floorboards have been used?

Response by the Presiding Member

The flooring consists of Vinyl Plank Flooring.

Q2. Are they the original boards that the ratepayers were assured were never stolen even though some were retrieved and stored at the Mens' Shed?

Response by the Presiding Member

No.

Q3. At whose expense were they installed?

Response by the Presiding Member

The Shire of Gingin.

4.2.7 Darryl Butler - Gingin

Water Corporation and Synergy Charges – 37A Lefroy Street, Gingin

Q2. We now have another power bill for \$1,203. Is there a reason why the power bill at that residence is so high?

Response by the Presiding Member

The Shire receives electricity accounts directly from the utility provider and does not have visibility of the specific appliances, usage patterns or circumstances contributing to consumption at the residence.

4.2.8 Kathleen Wright - Wanerie

Community Funding and Emerging Initiatives

Q1. In relation to the Community Funding Program, how does Council envision supporting emerging community-led initiatives focused on environmental sustainability, circular economy outcomes and regional resilience, particularly where projects rely heavily on volunteer participation and cross-community collaboration?

Response by the Presiding Member

The Administration intends to review the Community Funding Program over the next 12 months. This includes reviewing eligibility and assessment criteria and exploring alternative funding categories to ensure they remain aligned with contemporary priorities and community need. The suggestion referenced will be considered by Council at the relevant time.

Circular Economy and Existing Community Groups

Q2. Council has previously recognised the importance of community-led sustainability and reuse initiatives. Is there any intention for the Shire to further map, promote or connect existing groups working in waste reduction, reuse, repair, environmental stewardship or intergenerational knowledge sharing across the Shire?

Response by the Presiding Member

The Shire has no current plans, however suggestions can be directed to staff via the mail@gingin.wa.gov.au email address.

Governance and Community Participation

Q3. How will Council ensure that proposed governance changes relating to notices of motion and consultation processes maintain accessibility for diverse and emerging viewpoints while also balancing governance efficiency and administrative requirements?

Response by the Presiding Member

The proposed policy is intended to introduce a clearer framework to encourage early collaboration between elected members, the Shire President, and administration to ensure motions are well-considered, clearly articulated, and aligned with strategic priorities prior to formal submission.

4.2 PUBLIC QUESTIONS

4.2.1 Stephen Beckwith – Beermullah

Prescribed burns costings

Q1. Regarding the accounts paid in May 2026, an amount of \$44,988 was paid to the Gingin West Bushfire Brigade for conducting prescribed burns. Can Council advise whether any of these costs are recovered from businesses, landowners, or the State Government, and if so, to what extent?

Response from Presiding Member

The costs are reimbursed from the Department of Fire and Emergency Services (DFES) via the Mitigation Activity Fund (MAF). The amount referenced does not include any costs from businesses or landowners.

Consultancy Costs

Q2. Regarding the accounts paid in May 2026, I note that the total expenditure on consultancy services from various providers was approximately \$67,576 for the month. Can Council advise whether expenditure on consultants has increased over the past 12 to 24 months, and provide some context as to whether this level of consultancy spending is higher than in previous years?

Response from Presiding Member

Consultancy expenditure has generally increased over the past 24 months for various reasons, largely the result of service shifting from the State Government, industry wide skills shortages in key areas (such as ICT, rates, waste, coastal erosion and risk management), along with lean internal resourcing in a growth peri urban Shire.

The use of consultants ensures continuity of service delivery while internal capacity is developed, and it is probable that reliance on consultancy will continue into the foreseeable future.

Consultancy Costs – Item 15.2 Clarification on Waste Facility Supervision Services

Q3. My third question relates to Item 15.2. The report recommends the appointment of a consultant to manage the waste facility tender process, with a suggested budget allocation of \$40,000. Can Council advise why this process cannot be undertaken in-house by Council staff?

Response from Presiding Member

The Shire does not have in-house resourcing capacity to undertake this specific request by Council.

4.2.2 Kate Lane - Neergabby

Kate Lane provided questions for the meeting, but was not present to ask them. Responses will be provided to Ms Lane via a letter from the Presiding Member, but details will not be included in the Agenda and Minutes for the June meeting.

Cr Weeks left the meeting at 4:11 pm.

4.2.3 Ed Hartman – Neergabby

Outsourcing Rates Management

Q1a. At the March monthly meeting, I asked for the projected cost of outsourcing to an external rates consultant. At the time, the question was taken on notice with the follow-up answer being that the exercise would cost the Council as a mutual cost. No cost to the shire, no benefit. So, question one. The shire is advertising for a full-time rates officer. Does this indicate that the services of the consultant agency will no longer be required?

Response from CEO

The rates portfolio had two FTEs. It has become apparent that outsourcing isn't servicing the extent of what two FTEs would. The Shire is advertising for one FTE, this will still be supplemented by a consultant.

Q1b. From last time, it indicated that it was basically one person doing the job full-time. Now you're saying that one person would have to do the job plus the consultant?

Response from CEO

It's always been a two FTE position.

Energy Costs for a Shire Building

Q2. In reference to 37 Lefroy St Water and Electricity Bill, where is the Shire in its investigation into the cause of the said bill? Previous communication firstly indicated a solenoid being the problem. Then a follow-up that a plumber would be engaged to investigate. Where are we at present?

Response from CEO

The investigation is in its final stages. I've yet to determine whether or not the results of that will be disclosed publicly but we're nearing the end of it.

Q3. Present water and electricity charges only show the meter number and the corresponding charge with the address not included this will make it far more difficult to identify any future irregularities. Will the Shire restore the addresses to the status?

Response from CEO

I don't have any intention to restore it as the Acting CEO. Whether or not Council resolves otherwise is up to Council.

4.2.4 Chandler McMinn

Disclosure of Interest

Q1. At last month's Ordinary Council meeting, a motion was raised to amend the impartiality declaration that was alleged to be declared incorrectly. Prior to this motion being raised did any member of Council report to the President, Deputy President or CEO of the potential of an incorrect impartiality declaration?

Response from CEO

Taken on notice.

Motions

Q2. Motions that are alleged and provided even if proven incorrect create distrust and discredit the person, business or group's reputation and credibility. Are there any protections in place to prevent incorrect motions being raised regardless of content to prevent reputation or credibility being damaged?

Response from CEO

Taken on notice.

Q3. If a Councillor believes an impartiality declaration was declared incorrectly what is the official method of raising this issue both during a Council meeting and after the meeting has closed?

Response from Presiding Member

I'll answer that. It's each Councillor's responsibility to declare their declarations of interest. If that's not done there is a complaints process where complaints can be put in on people through Council or the Inspector's Office to notify them that people aren't declaring their interests correctly.

4.2.5 Kerry Butler - Gingin

Shire Recording

Q1. Shire Council General Meetings are recorded and have a sound system to ensure the minute taking is true and correct. In my opinion, the recordings and the sound are not adequate. The ratepayers that attend these meetings have great difficulty hearing the Councillors and staff. When is Council going to correct these issues for all concerned?

Response from Presiding Member

It is an item that will be discussed in our upcoming budget.

Q2. What is the total cost of the project to the rate payers for replacing the floorboards at CU@Park?

Response from Presiding Member

Taken on notice.

Cr Weeks returned to the meeting at 4:18 pm.

4.2.6 Megan Kolbe - Gabbadah

Monthly Budget

Q1. The Shire's monthly budget is not user ratepayer friendly and very hard to decipher who, what and why payments are made. The Shire stated it wants to be more transparent and accountable with ratepayers' funds and excessive bills.

So why has the Shire changed the way it presents its monthly budget so that we now can't, for example, see which employees Shire provided houses have massively excessive water and power bills.

Response from Presiding Member

The reporting format was reviewed having regard to workplace health and safety considerations including the impact that the publication of certain information may have on employees.

Following that review it was determined that identifying utility accounts by meter number rather than the property address remains sufficient to enable Council to exercise appropriate financial oversight while reducing the risk of unnecessary focus on particular individuals or locations.

This change in reporting aligns with other Band Three local governments such as the Shires of Chittering and Beverley as examples and most Band One and Two local governments reporting procedures.

The CEO has a responsibility to take reasonable steps to provide and maintain a safe working environment for employees and to appropriately manage identified workplace health and safety risks where they arise. Council has the ability to request further details if they choose to resolve as such.

Q2. In this month's budget the Shire has paid a total of \$104,000 in fees for consultants, lawyers, investigators and surveys. What and why are ratepayers paying for all these outside consultants for twice if the Shire is managing its normal workload or are these to do with issues with the last CEO stepping aside and then resigning three months later?

Response from Presiding Member

This question has been answered previously.

Q3. Which Councillors and CEO have personal relationships outside formal Council business and why are declarations not being made when voting on breach complaints against each other or in any other general item that affects or benefits elected members or CEO?

Response from Presiding Member

Taken on notice.

4.2.7 Kathleen Wright - Wanerie

Community Funding

Q1. In relation to the proposed community funding program will opportunities be provided for community consultation and input during the planned review of the program over the next 12 months particularly regarding eligibility criteria and potential new funding categories?

Response from CEO

The Shire hasn't had that conversation with Councillors as to what that review would look like.

When that conversation has taken place, we'll see if we factor in whether or not community consultations are relevant to the criteria.

Q2. As part of the future review of the Community Funding Program, has Council considered the potential benefits of establishing funding categories that specifically support environmental sustainability, circular economy initiatives, community resilience projects and volunteer-led programs?

Response from CEO

At this point no, but again, through the review process Council will consider things such as that and whether or not it's appropriate.

Q3. The local emergency management arrangements report notes that community input was received through a Disability Inclusive Emergency Planning Forum. How does Council intend to continue engaging people with disabilities, carers, older residents and other vulnerable peoples?

Response from Presiding Member

As the Chair of the Local Emergency Management Committee, there are people that are on that advisory committee that are from those areas that help liaise with what we need to do in those areas. The LEMC makes recommendations to Council, but the LEMC is a group of people from different areas, different groups, to inform those procedures and policies and things to make sure that everybody is accounted for.

The Presiding Member declared Public Question Time closed at 4:24 pm.

5 PUBLIC STATEMENT TIME

Unlike Public Question Time, Public Statement Time is not a requirement under the *Local Government Act 1995* and is not listed in the Order of Business as set out in the Shire of Gingin Meeting Procedures Local Law 2014.

Public Statement Time was introduced at the Ordinary Council Meeting (OCM) on 20 February 2024 on a trial basis to provide an additional opportunity for the public to address Council. At its OCM on 15 October 2024 Council resolved that statements made during Public Question Time must relate to matters listed on the agenda for the meeting, and that practice has continued.

No final decision has been made as to whether Public Statement Time will become a permanent part of Council's meeting procedures.

As part of ongoing local government reform measures, the State has previously flagged that model meeting procedures will be drafted which every local government in Western Australia will be required to adopt. There is currently no indication as to what the model procedures will require, and therefore there is no benefit to be gained by undertaking a formal amendment of the Shire's Meeting Procedures Local Law to include Public Statement Time as part of the Order of Business. In the interim, Council will continue to agree to include Public Statement Time at each council meeting.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Stewart

SECONDED: Councillor Wilkie

That Council resolve to amend the order of business for the meeting to include Public Statement Time.

CARRIED

6 / 2

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie and Councillor Weeks*

AGAINST: *Councillor Kestel and Councillor Woods*

The Presiding Member declared Public Statement Time open at 4:29 pm.

5.1 Gloria Hyne – Gingin

Ms Hyne made a statement regarding Item 13.3 Community Funding Program 2026/27, in support of the Scout Group receiving funding for off-grid solar and battery power system. She highlighted the project's benefits, including improved lighting, enhanced safety, reduced long-term operating costs, and a lower environmental footprint, and advised that the Group had secured a grant from Community Bank Gingin that is conditional upon receiving funding from the Shire.

5.2 Megan Kolbe – Gabbadah

Ms Kolbe made a statement regarding Item 12.1 Cr Stewart – Engage Australian Department of Defence. Ms Kolbe stated that Council should support formal engagement with the Department of Defence and pursue potential Commonwealth funding to address the serious coastal erosion risks facing Lancelin, questioning delays in progressing the matter and calling for a clear alternative strategy if the motion is rejected.

5.3 Kathleen Wright – Wanerie

Ms Wright made a statement regarding Item 13.3 Community Funding Program 2026/27. Ms Wright acknowledged and appreciated the planned review of the Community Funding Program and encouraged Council to consider funding pathways that support both emerging and established community-led initiatives that deliver environmental, social, and economic benefits while building community connection and resilience across the Shire.

The Presiding Member declared Public Statement Time closed at 4:38 pm.

The Executive Manager Corporate Services and Executive Manager Operations and Assets attended the meeting at 4:38 pm.

6 PETITIONS

Nil

7 APPLICATIONS FOR LEAVE OF ABSENCE

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Woods

SECONDED: Councillor Peczka

That Council approve Leave of Absence for Councillor A Vis for the Ordinary Council Meeting on 21 July 2026.

CARRIED UNANIMOUSLY

8 / 0

FOR: Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks

AGAINST: Nil

8 CONFIRMATION OF MINUTES

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka

SECONDED: Councillor Woods

That Council confirm the Minutes of the Ordinary Council Meeting held on 19 May 2026 and the Special Council Meeting held on 21 May 2026 as a true and accurate record.

CARRIED
7 / 1

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Councillor Stewart*

9 ANNOUNCEMENTS BY THE PRESIDING MEMBER

Deputations

The Presiding Member advised that prior to the commencement of the meeting, Council had received one deputation as follows:

Speaker: Joe Algeri

Topic: Agenda Item 15.1 RAV Vehicles - Honeycomb Road and Cockram Road Roundabout.

Official Activities

21 May Attended Special Council Meeting.

23 May Attended the Emergency Services Dinner to thank all our emergency service workers in the Shire for the amazing role they play. I also handed out some service award medals.

05 June Attended Lancelin and had an interview with ABC regarding Lancelin erosion.

05 June Myself and the Acting CEO met with Hon Melissa Price MP in relation to Lancelin erosion.

10 June Attended the BFAC meeting where I was voted in as Chairperson.

12 June Spoke with Channel Nine regarding coastal erosion in Lancelin.

15 June Spoke with Allison from Shane Love's office in regards to coastal erosion in Lancelin.

10 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

11 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

12 REPORTS - OFFICE OF THE CEO

COUNCIL RESOLUTION

MOVED: Councillor Stewart **SECONDED:** Councillor Wilkie

That Council agree to amend the order of business for the meeting by considering Item 15.1 as the first item of business.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*

COUNCIL RESOLUTION

MOVED: Councillor Stewart **SECONDED:** Councillor Wilkie

That Council agree to amend the order of business for the meeting by considering Item 13.3 as the second item of business.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*

In accordance with Council's resolutions, items 15.1 and 13.3 were brought forward and considered as the first and second items of business. See pages 429-440 and 277-406 for details.

Item 12.1 was considered after Item 13.3.

12.1 CR STEWART - ENGAGE AUSTRALIAN DEPARTMENT OF DEFENCE

File	GRL/1; GOV/6-11
Author	James Bayliss - Acting Chief Executive Officer
Reporting Officer	James Bayliss - Acting Chief Executive Officer
Refer	21 April 2026 – Item 16.5
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To address a Notice of Motion submitted by Cr Stewart in relation to engaging with the Australian Department of Defence on several matters.

BACKGROUND

Council considered this matter at the Ordinary Council Meeting (OCM) on 21 April 2026 and resolved as follows:

That Council defer this matter to the June 2026 Ordinary Council Meeting.

CARRIED 6 / 2

COUNCILLOR MOTION

That Council:

- 1. Direct the CEO to formally engage with the Australian Department of Defence to seek recognition of the Shire of Gingin as a Defence Industry Hub / Precinct, based on the concentration of Defence assets, training areas, and operational activity within and adjacent to the Shire.*
- 2. Request the Department of Defence to undertake or commission an investigation into historical World War II bombing activities at and around Lancelin Island and surrounding reef systems, including:*
 - Assessment of physical damage to reef structures;*
 - Analysis of any long-term impacts on coastal processes, including coastal erosion along the Lancelin coastline.*

3. *Request the Department of Defence to assess the environmental and ecological impacts of unexploded ordnance (UXO) within the Shire and surrounding Defence training areas.*
4. *Formally recognise and advocate for the protection of the Shire's Defence heritage assets and coastal environments, including:*
 - *World War II military sites;*
 - *Lancelin coastal training and bombing areas;*
 - *Offshore Defence activity zones (WAXA);*
 - *Lancelin Island and Fish Lagoon Nature Reserve.*
5. *Request the Department of Defence to provide all available historical, environmental, and heritage data relevant to Defence activities within the Shire, including impacts on marine and coastal systems.*
6. *Request the CEO to write to the Minister for Defence seeking a formal partnership with the Commonwealth to:*
 - *Investigate, quantify and acknowledge any Defence-related impacts to coastal and marine environments;*
 - *Identify required mitigation, rehabilitation, and protection measures.*
7. *Seek Commonwealth funding and direct Defence investment for:*
 - *Coastal protection works;*
 - *Erosion mitigation and shoreline stabilisation;*
 - *Rehabilitation of impacted reef and marine systems (where applicable);*

where such impacts are demonstrated or reasonably linked to historic or ongoing Defence activities.
8. *Advocate that any identified Defence-related impacts to the Lancelin coastline be recognised as a Commonwealth responsibility, and that appropriate funding be allocated under:*
 - *Defence environmental management obligations;*
 - *EPBC Act compliance frameworks;*
 - *Relevant Commonwealth coastal and environmental funding programs.*

COUNCILLOR REASON FOR MOTION

1. *The Shire of Gingin hosts and is impacted by significant Defence activity, both historically and currently, including live-fire exercises, naval operations, and World War II bombing.*
2. *The Defence Estate Heritage Strategy confirms that Defence has obligations under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) to identify, protect, and manage heritage and environmental values across its estate.*
3. *Defence is required to minimise environmental impacts and manage risks to heritage and ecological values arising from its operations.*
4. *There is a reasonable basis to investigate whether historical Defence activities, including bombing of reef systems, have contributed to long-term coastal instability and erosion at Lancelin.*
5. *If Defence-related impacts are identified, there is a strong policy and legal basis for the Commonwealth to contribute to remediation and environmental repair.*
6. *Coastal erosion at Lancelin presents a significant risk to infrastructure, tourism, environmental assets, and public safety, requiring substantial financial investment.*
7. *The Shire does not have the financial capacity to address large-scale coastal protection works alone, particularly where impacts may be linked to Commonwealth Defence activities.*
8. *Recognition as a Defence Industry Hub strengthens the Shire's position to:*
 - *Engage directly with Defence at a strategic level;*
 - *Leverage Commonwealth funding opportunities;*
 - *Deliver long-term economic and environmental outcomes.*
9. *This motion establishes a clear pathway from:*
 - *Recognition → Investigation → Heritage & Environmental Assessment → Funding & Remediation,*

ensuring the Shire actively pursues Commonwealth-funded coastal protection outcomes.

OFFICER COMMENT

Due to current staffing constraints and competing operational priorities, Administration has not had the opportunity to undertake a detailed review of the matter. Given the broad scope of comments by Cr Stewart, it is anticipated that significant staff time and resources would need to be committed to investigate the merits of the suggested actions and at this stage the Shire does not have the capacity to allocate resources to this.

The Acting CEO is however of the view that funding a dedicated FTE (or 0.5) to a coastal hazard officer should be seriously considered by Council in the 2026/27 budget. Coastal hazards present a significant risk and a specific position to focus on this issue is appropriate.

The Shire may be in a position to revisit the matter at a future date should resources and priorities allow, as suggested above. As it stands, administrative resources are not intended to be directed to conversing with the Commonwealth or the Department of Defence.

The officer suggests that the motion should not be supported at this time.

RISK IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Unknown

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable, and principled environment.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Stewart

SECONDED: Councillor Hyne

Cr Kestel foreshadowed his intention to move an Alternative Motion in the event that the motion under debate is lost.

That Council:

1. Direct the CEO to formally engage with the Australian Department of Defence to seek recognition of the Shire of Gingin as a Defence Industry Hub / Precinct, based on the concentration of Defence assets, training areas, and operational activity within and adjacent to the Shire.
2. Request the Department of Defence to undertake or commission an investigation into historical World War II bombing activities at and around Lancelin Island and surrounding reef systems, including:
 - Assessment of physical damage to reef structures;
 - Analysis of any long-term impacts on coastal processes, including coastal erosion along the Lancelin coastline.
3. Request the Department of Defence to assess the environmental and ecological impacts of unexploded ordnance (UXO) within the Shire and surrounding Defence training areas.
4. Formally recognise and advocate for the protection of the Shire's Defence heritage assets and coastal environments, including:
 - World War II military sites;
 - Lancelin coastal training and bombing areas;

- Offshore Defence activity zones (WAXA);
 - Lancelin Island and Fish Lagoon Nature Reserve.
5. Request the Department of Defence to provide all available historical, environmental, and heritage data relevant to Defence activities within the Shire, including impacts on marine and coastal systems.
6. Request the CEO to write to the Minister for Defence seeking a formal partnership with the Commonwealth to:
- Investigate, quantify and acknowledge any Defence-related impacts to coastal and marine environments;
 - Identify required mitigation, rehabilitation, and protection measures.
7. Seek Commonwealth funding and direct Defence investment for:
- Coastal protection works;
 - Erosion mitigation and shoreline stabilisation;
 - Rehabilitation of impacted reef and marine systems (where applicable);
- where such impacts are demonstrated or reasonably linked to historic or ongoing Defence activities.
8. Advocate that any identified Defence-related impacts to the Lancelin coastline be recognised as a Commonwealth responsibility, and that appropriate funding be allocated under:
- Defence environmental management obligations;
 - EPBC Act compliance frameworks;
 - Relevant Commonwealth coastal and environmental funding programs.

The Executive Manager Corporate Services left the meeting at 6:17 pm and returned at 6:18 pm.

PROCEDURAL MOTION

MOVED: Cr Wilkie **SECONDED:** Cr Weeks

That Council suspend standing orders in order for Cr Stewart to discuss the wording of the amendment with Cr Hyne.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

Standing orders were suspended at 6:20 pm.

PROCEDURAL RESOLUTION

MOVED: Cr Balcombe **SECONDED:** Cr Kestel

That Council resume standing orders.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

Standing orders were resumed at 6:24 pm.

The Executive Assistant to CEO left the meeting at 6:24 pm and did not return.

AMENDMENT MOTION

MOVED: Councillor Hyne **SECONDED:** Councillor Peczka

That Council amend the motion by:

1. Deleting Part 1;
2. Renumbering Part 2 as Part 1; and
3. Add the following dot points to Part 1:

- Assess the environmental impact and public safety risks of unexploded ordnance (UXO);
 - Identify required mitigation, rehabilitation and protection measures.
4. Add Part 2 as follows
2. Advocate that any identified Defence-related impacts to the Lancelin coastline be recognised as Commonwealth responsibility and that appropriate funding be allocated by the Department of Defence Security and Estate Group.
5. Add Part 3 as follows:
3. Seek Defence funding for:
- Coastal protection works;
 - Erosion mitigation and shoreline stabilisation; and
 - Rehabilitation of impacted reef and marine systems (where applicable).
6. Delete the remainder of the motion.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*
AGAINST: *Nil*

Reason for Amendment

To reduce the potential workload for administration whilst achieving the same result.

The amendment was incorporated into the substantive motion which was then put.

COUNCIL RESOLUTION

MOVED: Councillor Stewart

SECONDED: Councillor Hyne

That Council:

1. Request the Department of Defence to undertake or commission an investigation into historical World War II bombing activities at and around Lancelin Island and surrounding reef systems, including:
 - Assessment of physical damage to reef structures;
 - Analysis of any long-term impacts on coastal processes, including coastal erosion along the Lancelin coastline;
 - Assess the environmental impact and public safety risks of unexploded ordnance (UXO); and
 - Identify required mitigation, rehabilitation and protection measures.
2. Advocate that any identified Defence-related impacts to the Lancelin coastline be recognised as Commonwealth responsibility and that appropriate funding be allocated by the Department of Defence Security and Estate Group; and
3. Seek Defence funding for:
 - Coastal protection works;
 - Erosion mitigation and shoreline stabilisation; and
 - Rehabilitation of impacted reef and marine systems (where applicable).

CARRIED UNANIMOUSLY

8 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

12.2 LOCAL EMERGENCY MANAGEMENT ARRANGEMENTS (LEMA)

File	EMS/21
Author	Caitlin Skewes – Administrative Support Officer
Reporting Officer	James Bayliss - Acting Chief Executive Officer
Refer	Nil
Appendices	1. DRAFT - Local Emergency Management Plan (2026 - 2031) [12.2.1 - 35 pages] 2. DRAFT - Local Recovery Plan (2026 - 2031) [12.2.2 - 80 pages]

DISCLOSURES OF INTEREST

Councillor Stewart disclosed an impartiality interest in relation to Item 12.2 as he is a volunteer fire fighter Red Gully.

Councillor Wilkie disclosed an impartiality interest in relation to Item 12.2 as he is a firefighter.

PURPOSE

To consider adopting a Local Emergency Management Plan (LEMP) and Local Recovery Plan (LRP) (2026 – 2031), collectively of which form part of the Shire Local Emergency Management Arrangements (LEMA).

BACKGROUND

Under section 36 of the *Emergency Management Act 2005* (EM Act), each local government is responsible for maintaining a LEMA for its district and for managing recovery following an emergency affecting the community.

The LEMP outlines how the Shire will meet its emergency management responsibilities and communicate strategic priorities to staff, partners and the community. The LRP outlines the planning, arrangements and processes established to restore, as quickly as possible, the quality of life of an affected community so it can continue to function as part of the wider community. Once adopted the Shire will provide the LEMP and LRP to the State Emergency Management Committee.

A copy of the LEMA will be provided to all Hazard Management Agencies and neighbouring local governments. Following the separation of confidential contact information, both the LEMP and LRP will also be available to the public. For simplicity, and to ensure targeted messaging is received by the community, the operational portion of the LRP (pages 25 – 80) will not be published on the website.

The LEMP and LRP are to be reviewed on a regular schedule, including a minor review every two years and a major review every five years, or earlier if a significant emergency affects the district.

The LEMP and LRP documents are provided (**see appendices**).

COMMENT

It should be noted that community input was provided via two Community Risk Workshops in June 2025, and the Disability Inclusive Emergency Planning Forum hosted in July 2025.

Council was briefed on the LEMP and LRP in March 2026. Council requested an amendment to the map of the district in the LEMP so as to not include sub regions. This has no material impact on the document and has been changed. The LEMP and LRP were reviewed and updated by Council's Local Emergency Management Committee (LEMC) at its meeting on 13 May 2026 and was recommended for Council endorsement.

RISK IMPLICATIONS

Failure to endorse the updated LEMA documents creates a legislative risk that section 36 of the *EM Act* has not been satisfied.

Failure to endorse the updated LEMA documents creates a risk that in an emergency, agency roles are unclear and inconsistent decision-making adversely impacting an effective response. This creates reputational risk and increases legal and financial liability.

STATUTORY/LOCAL LAW IMPLICATIONS

Emergency Management Act 2005

Part 3 – Local arrangements

Division 2 – Emergency management arrangements for local governments

Section 41 – Emergency management arrangements in local government district

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Strategic Objective	2.1 Community Safety & Support - Provide support and advocacy to residents and visitors so that they feel safe and secure at home and in the outdoor environment.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka

SECONDED: Councillor Weeks

That Council adopt the following documents as part of the Shire of Gingin Local Emergency Management Arrangements:

1. Local Emergency Management Plan (2026 – 2031); and
2. Local Recovery Plan (2026 – 2031).

**CARRIED UNANIMOUSLY
8 / 0**

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*



Local Emergency Management Plan

2026 - 2031

ACKNOWLEDGEMENT OF COUNTRY

Kaya Wanjoo Yued Boodja

The Shire of Gingin acknowledges the Yued people, the traditional owners of Yued Boodja. The Shire pays respect to Yued Elders past and present and acknowledges emerging Yued leaders. We extend this respect to all Aboriginal and Torres Strait Islander people. The Shire recognises the living, dynamic culture of the Yued people and the unique contribution they make to the Gingin region on Yued Boodja.



AUTHORISATIONS

This Local Emergency Management Plan has been produced and issued under the authority of section 41(1) of the *Emergency Management Act 2005* (WA), endorsed by the Local Emergency Management Committee and the Council of the Shire of Gingin.

The Shire of Gingin Local Emergency Management Committee is established under section 38 of the *Emergency Management Act 2005* (WA).

Endorsed by LEMC: _____

Date: ____/____/____

Adopted by Council: _____

Date: ____/____/____

DISTRIBUTION

This plan is tabled for noting with the relevant District Emergency Management Committee and the State Emergency Management Committee and is publicly available on the Shire of Gingin website.

REVIEW AND AMENDMENTS

This plan is reviewed at least annually by the Local Emergency Management Committee and following significant incidents, exercises, or changes in risk, legislation, or partner arrangements. A record of amendments is maintained by the Policy Custodian.

Next scheduled review: May 2028

Policy Custodian: Community Emergency Services Manager

Contact details

Shire of Gingin – Emergency Services

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Address: Shire of Gingin Administration, 7 Brockman Road, Gingin WA 6503

ACRONYMS

Acronym	Term
BFB	Bush Fire Brigade
CA	Controlling Agency
CaLD	Culturally and Linguistically Diverse
CEO	Chief Executive Officer
CERA	Community Emergency Risk Assessment
CESM	Community Emergency Services Manager
DoC	Department of Communities
DEMC	District Emergency Management Committee
DFES	Department of Fire and Emergency Services
DPIRD	Department of Primary Industries and Regional Development
FRS	Fire and Rescue Service
EM	Emergency Management
EM Act	Emergency Management Act 2005
HMA	Hazard Management Agency
IC	Incident Controller
IMT	Incident Management Team
ISG	Incident Support Group
LEMA	Local Emergency Management Arrangements
LEMC	Local Emergency Management Committee
LEMP	Local Emergency Management Plan (this document)
LG	Local Government
LRA	Local Recovery Administrator
LRC	Local Recovery Coordinator
LRP	Local Recovery Plan

LRCG	Local Recovery Coordination Group
MOU	Memorandum of Understanding
NGO	Non-Governmental organisation
PaW	Parks and Wildlife Service (Department of Biodiversity, Conservation and Attractions)
PPRR	Four pillars of emergency management: Prevention, Preparedness, Response, Recovery
SCP	Strategic Community Plan (2026 – 2036)
SEC	State Emergency Coordinator
SEMC	State Emergency Management Committee
SJA	St John Ambulance WA
SoG	The Shire of Gingin
SRC	State Recovery Coordinator
SRCG	State Recovery Coordinating Group
VFRS	Volunteer Fire and Rescue Service
VMR	Volunteer Marine Rescue
WA Health	Department of Health
WALGA	West Australian Local Government Association
WAPOL	WA Police Force

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EXECUTIVE SUMMARY

The Shire of Gingin Local Emergency Management Plan (LEMP) outlines how emergencies are managed across the district and what arrangements are in place to support the community before, during, and after an emergency.

The Shire is exposed to a range of hazards including bushfires, storms and flooding, coastal erosion, biosecurity risks, and disruption to essential services. As outlined in the Plan, the Department of Fire and Emergency Services (DFES) is the lead Hazard Management Agency (HMA) for most emergency events. The Shire of Gingin plays a key supporting role, assisting DFES and other lead agencies through local coordination, provision of resources, community communication, and recovery support.

This plan describes the governance and coordination arrangements between emergency services, government agencies, local industry, and the community. It sets out clear roles and responsibilities, communication processes, and mechanisms for effective local support during emergencies.

Key priorities of the plan include:

- Reducing bushfire and seasonal hazard risk
- Strengthening community preparedness and awareness
- Supporting vulnerable and isolated community members
- Maintaining continuity of essential services where possible
- Promoting shared responsibility for emergency readiness and response

Through these arrangements, the Shire of Gingin supports a coordinated and effective emergency management system, contributing to the safety, resilience, and wellbeing of the community.

PART 1: INTRODUCTION

Local Government Emergency Management

Emergency management is the process of minimising emergency risks and managing the impacts and consequences of hazards to the community. In Western Australia, emergency management is governed by the *Emergency Management Act 2005* (EM Act) and the Western Australian State Emergency Management Policy, Plans and Procedures (the State EM Framework).

Under section 36 of the EM Act, Local Government is responsible for maintaining local emergency management arrangements for its district and for managing recovery following an emergency affecting the community. This LEMP outlines how the Shire of Gingin will meet its emergency management responsibilities and communicate strategic priorities to staff, partners and the community.

The EM Act defines emergency management as the management of the adverse effects of an emergency, including:

- **PREVENTION:** measures to prevent or reduce the likelihood of an emergency.
- **PREPAREDNESS:** arrangements to ensure that, should an emergency occur, communities, resources and services are prepared to respond appropriately.
- **RESPONSE:** actions taken in anticipation of, during and immediately after an emergency to minimise its effects.
- **RECOVERY:** the coordinated process of supporting communities impacted by emergencies in the reconstruction of physical infrastructure and the restoration of emotional, social, economic and physical wellbeing.

These four pillars of emergency management are known as **PPRR**.

All levels of government, together with community organisations, households and businesses, contribute to emergency management—particularly in reducing risks and being prepared.

The LEMP is supported by operational plans, procedures and guidance - collectively the LEMA. The Plan has been developed in consultation with the LEMC, Council, emergency services and community stakeholders.

Commitment Statement

The Shire of Gingin is committed to building community safety and resilience through shared responsibility, proactive prevention and mitigation, risk-informed preparedness, and coordinated response and recovery. The Shire meets its legislative responsibilities under the EM Act and *Bush Fires Act 1954* and is committed to building and maintaining strong local emergency management capability.

We value our partnerships with volunteer and career emergency services, industry and community organisations, and recognise the vital local contribution of the Shire's Volunteer Bush Fire Brigades, supported by the many other organisations and volunteers who assist the community before, during and after emergencies.

Strategic Alignment

The Shire of Gingin LEMP aligns with the Shire of Gingin Strategic Community Plan 2026–2036 (SCP), which sets the community’s long-term vision, priorities and aspirations over a ten-year horizon.

The SCP identifies key community outcome areas focused on: sustainable economic growth; empowering groups and volunteers to build capacity in our region; developing local relationships and opportunities through place-based connections and decisions; sustainable planning and strengthening services and utilities; and protecting and championing environmental diversity.

Emergency management under this Plan supports these outcome areas by protecting people, property, critical infrastructure, the natural environment and community wellbeing before, during and after emergencies. In particular, this Plan contributes to the SCP by:

- Supporting community safety and wellbeing
- Strengthening resilient and connected communities
- Protecting built infrastructure, natural landscapes and ecological assets
- Demonstrating accountable, ethical governance and preparedness

This Plan supports the Shire’s integrated planning framework and is implemented through the Corporate Business Plan.

How This Plan Reflects Our Council Values

“The Shire of Gingin is committed to our organisational values (TRACK: Teamwork, Respect, Accountability, Commitment and Knowledge) which aim to support, preserve and enhance our community and its unique lifestyle to make it a place our residents, local businesses and visitors can take pride in.”

Teamwork

Developed in partnership with the LEMC and key stakeholders, this Plan reflects a collaborative and coordinated approach to community safety.

Respect

The Plan prioritises the safety, wellbeing and dignity of all people, with particular consideration for those who may be more vulnerable during emergencies.

Accountability

The Plan supports transparent, compliant and responsible emergency management, aligned with legislative requirements and good governance practice.

Commitment

The Plan demonstrates the Shire’s dedication to prevention, preparedness, response and recovery through clear roles, continuous improvement and ongoing community support.

Knowledge

The Plan is informed by local knowledge, expert input, data, and lessons learned to support informed decision-making before, during and after emergencies.

Scope of the Local Emergency Management Plan

This LEMP provides a high-level framework for the PPRR arrangements within the Shire of Gingin. It supports coordinated, scalable and multi-agency emergency management across a range of emergency situations.

The Plan does not include operational procedures, detailed contact information or sensitive material. These are maintained separately through supporting plans, sub-plans and operational systems.

The Plan applies to emergency risks within the Local Government's sphere of responsibility and does not address internal operational risks, which are managed through the Shire's Business Continuity Plan and related internal processes.

This Plan is intended to guide Council, local government staff, emergency services and community stakeholders. The community is recognised as a key partner with shared responsibilities across all phases of emergency management.

Keeping Our Community Informed

Emergency management is dynamic. Risks, community needs, and resources change over time. Continuous improvement ensures the plan remains effective, relevant, and aligned with the organisation values. It promotes learning from experience and adapting to new challenges.

We will keep our community informed about progress against this plan through Council's standard reporting channels,

Updates will be provided via Local Government:

- **Annual Report** – summarising achievements and key improvements.
- **Local Government website** – providing updates and key information
- **Additional updates** may be shared through newsletters or public notices as determined by the CEO.
- **Social Media** – Information and updates will be uploaded on the Shire of Gingin [Facebook](#) and [Instagram](#) accounts.

For more information, visit: <https://www.gingin.wa.gov.au/>.

PART 2: COMMUNITY PROFILE – SHIRE OF GINGIN

This section provides an overview of the Shire of Gingin's location, community characteristics, infrastructure and key facilities that influence emergency management PPRR. It identifies community strengths, assets and vulnerabilities that may be impacted during emergency events.

About the Shire of Gingin

The Shire of Gingin is located on the northern edge of the Perth Metropolitan Area and is one of Western Australia's fastest growing regional local governments. The Shire encompasses approximately 3,223 km² and supports a population of around 6,420 residents across the townships of Gingin, Guilderton, Lancelin, Ledge Point and Seabird, as well as eight dispersed rural residential and agricultural areas. Seasonal population increases occur in coastal areas during peak tourism periods.

The Shire's extensive rural landscape, accessible coastline and river systems contribute to a diverse hazard profile, including bushfire, flooding, coastal hazards, severe weather and road-related incidents. The distance between population centres and reliance on volunteer emergency services require effective local coordination and strong community preparedness.

The Shire of Gingin lies within the traditional land area of the Yued Noongar People. Culturally significant sites are located throughout the Shire, including along the Moore River and the Karakin Lakes, and their protection is an important consideration before, during and after emergency events.

Population, Demographics and Community Characteristics

In terms of the Shire of Gingin's forecasted population growth, there is an expectation that this will increase by 1,957 persons from 6,528 persons (2026) to a forecasted 8,485 in 2036 ([Place Forecast](#) December 2025) indicating a 23% increase in population (2.3% increase per year).

The Shire of Gingin statistics (2025/26):

- Area: 3,223 km²
- Population (permanent): 6,528
- Number of Electors 4,900
- Approx. number of dwellings: 5,601
- Sealed Roads: 500 km
- Unsealed Roads: 439 km
- Highways: 124 km

Within the Shire there are several Rural Living Zones where population density is higher than the surrounding rural area. There are substantial areas of bushland including national parks and forest reserves, as well as extensive agricultural, rural and semi-rural areas mainly to the north and northeast. Coastal areas (west) and the north of the Shire are largely urban/recreational and significant farming and market gardens.

Zoned Land Use:

- Rural: 1,972 km²
- Regional Reservations: 1,150 km²
- Industrial: 16 km²
- Urban (residential): 187 km²

This plan covers the district of the Shire of Gingin depicted by the boundaries in the following map.

Figure 1: Shire of Gingin Map



Figure 2: Distance Matrix for Shire of Gingin

	BINDOON	GINGIN	GUILDERTON	JURIEN BAY	LANCELIN	LEDGE POINT	MIDLAND	SEABIRD	WANNEROO
BINDOON		28	74	201	107	100	62	81	64
GINGIN	28		46	173	79	71	66	53	63
GUILDERTON	74	46		139	45	38	105	19	67
JURIEN BAY	201	173	139		07	110	232	132	194
LANCELIN	107	79	45	107		17	139	38	101
LEDGE POINT	100	71	38	110	17		131	30	93
MIDLAND	62	66	105	232	139	131		117	34
SEABIRD	81	53	19	132	38	30	117		74
WANNEROO	64	63	67	194	101	93	34	74	

Natural Environment

The Shire of Gingin is located in the northwest of the Wheatbelt region. It is situated approximately 84 km north of Perth via the Brand Highway. It is bordered to the south by the City of Wanneroo, to the east by the Shire of Chittering, to the north-east by the Shire of Victoria Plains, to the north by the Shire of Dandaragan and to the west by the Indian Ocean.

Geographically the Shire stretches from the coastline across the flat sandy soils of the Swan Coastal Plain in the west, to the hinterland and foothills of the Darling Scarp in the east. It embraces the lower reaches of the Moore River together with a system of freshwater lakes, streams and swamps and the watercourse of Gingin Brook.

There is a wide range of landforms within the Shire of Gingin, ranging from flat wetlands in the Beermullah area to hilly areas around Mooliabeenee. Swamps and wetlands occur within the Shire of Gingin including Bambun Lake, Beermullah Lake, Blue Lake, Gingin Brook, Karakin Lakes, Moore River and tributaries, Quin Brook and Yeal Swamplands. The majority of the area involved would consist of either open farming land, or Department of Biosecurity, Conservation and Attractions (DBCA) reserves where native bush exists.

There are a variety rare and endangered flora and fauna species within the Shire. The below table highlights several notable species (this is not an exhaustive list).

Figure 3: Examples of endangered/rare flora and fauna in the Shire of Gingin

FAUNA	
Carnaby's Cockatoo	These birds rely on large swathes of intact habitat in the Shire of Gingin for breeding and feeding. Seen all year round, these birds spend the winter months moving through the landscape in small groups before grouping together in large flocks towards the end of summer. Once common across the entire southwest, the Carnaby Cockatoos population has declined by over 50% in the last 45 years with most of the decline driven by the destruction of nesting and feeding habitat.
Lancelin Island Skink	Native to Lancelin island, this critically endangered reptile lives out of sight persisting in a very small area which is commonly visited by tourists, but is rarely seen.
Carter's Freshwater Mussel	These freshwater mussels were once common through freshwater systems in the southwest of Western Australia, however habitat destruction from farming and the salinization of water courses have pushed them to the brink. The Shire of Gingin has become a refuge for this species with our creeks supporting healthy populations in many areas.
Western Mud Minnow	This small fish species has been found to occur in a small number of our water ways which is significant because the only other place this species has been found is on the south coast of Western Australia. Listed as "vulnerable" and only able to tolerate high quality fresh water, Mud Minnows are an example of a species once common and now isolated as weather patterns shifted and the state dried.
FLORA	
Grevillea Curviloba and Grevillea Evanescons	Grevillea curviloba and Grevillea Evanescons both grow in similar habitats. Natives to winter damp lands, these species grow in reserves, roadsides and farmlands, scattered over a geographically small area. Both are low to medium height flowering shrubs making them both attractive plants for wildflower observers and pollinator species. Grevillea evanescons is endangered whilst curviloba is critically endangered meaning the ongoing conservations in this area are key to the survival of these species.

Chamelaucium sp. Gingin <i>(Gingin Wax)</i>	Gingin wax is another critically endangered species which occurs over a much smaller range than the other two species mentioned. This small to medium shrub only occurs over a range of 3km ² , as a result, this species is highly vulnerable to fire and land clearing as one event may wipe out a large portion of the population.
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Key Infrastructure and Economic Activity

Agriculture is the primary economic driver within the Shire, accounting for approximately 40% of local businesses and more than 137,000 ha of land use. Agricultural activities include cattle and sheep grazing, horticulture, viticulture, olive production, aquaculture, poultry and piggeries, abattoirs, feedlots and apiaries. Coastal cray fishing and tourism also form significant components of the local economy.

The Shire's transport network includes major arterial routes such as Brand Highway and Indian Ocean Drive, supported by sealed and unsealed local roads that connect townships, rural properties and coastal communities. These transport corridors are critical for emergency access, evacuation and supply chains.

Vital infrastructure encompasses waste management, telecommunication networks, major roads, highways, bridges, water treatment facilities, power substations, medical centres, libraries, community centres and schools.

Community Facilities and Organisations

The Shire of Gingin is supported by a wide network of community facilities, government services, non-government organisations and volunteer groups that contribute to PPRR during emergencies. These groups strengthen community resilience by enabling information sharing, relief efforts, social connection and recovery activities. Community values emphasise environmental protection, heritage and rural lifestyle.

A directory of local organisations and facilities is available on the Shire's website.

The Shire manages recreation centres, halls, libraries, sporting facilities and open spaces that serve social and cultural needs and, when required, support emergency functions such as information distribution, relief operations and recovery hubs. Nine community halls/buildings are in the Shire, including those in Gingin, Guilderton and Lancelin which are used as evacuation centres.

Strong partnerships exist with local emergency services, including Volunteer Bush Fire Brigades, DFES, WA Police (WAPOL), St John Ambulance (SJA), Red Cross and other agencies, all of which contribute to coordinated planning through the LEMC.

The Shire recognises the vital role of community leaders, local organisations and informal networks as early points of contact during emergencies, helping ensure culturally appropriate engagement and better access to information, particularly for vulnerable groups.

To support coordination, the Shire maintains an Emergency Contact List and Incident Support Handbook identifying facilities, services and resources that may assist with response and recovery. This register is regularly updated.

Through collaboration, planning and community engagement, the Shire aims to build local capacity to prepare for emergencies, support one another during disruptions and strengthen long-term resilience.

Likely Hazards and Emergency Risks

Risk management is a key element of the emergency management framework. Developing a comprehensive understanding of possible hazards and associated risks supports collaboration among agencies and the broader community.

Hazards most likely to lead to emergency situations within the Shire of Gingin have been identified through the local emergency risk management process.

The Shire of Gingin faces exposure to a variety of hazards, including:



Bushfire (Prescribed Hazard – DFES)

Description: Likelihood due to extensive bushland areas dry summer conditions, reduced rainfall, and lightning strikes.



Flooding (Prescribed Hazard – DFES)

Description: Flood-prone zones are commonly located along Bennies Road, Gingin Brook Road, Gingin townsite and Neergabby Grounds.



Severe Weather (Prescribed Hazard – DFES and DoH)

Description: Storm events and heatwaves have significant impacts on infrastructure and the at-risk population. This can increase the risk of bushfires, inundation and electrical supply disruption.



Electricity Supply Disruption (Prescribed Hazard - DoEPWA)

Description: Power outages are a frequent occurrence in the Shire, and this risk increases due to the occurrence of other hazards such as bushfire, flooding, severe weather and road emergencies. This impacts health services, water supply, business continuity and communications.



Road Emergency (Prescribed Hazard - WAPOL)

Description: Due to the vast road network in our Shire, road crashes are a common occurrence. The consequences of this increases due to isolated roads and reduced communication coverage, which can impact response time and ability to administer assistance.



Animal & Plant Biosecurity (Prescribed Hazard – DPIRD)

Description: Gingin's agricultural sector is vulnerable to livestock and plant disease outbreaks. Would have significant economic and environmental impacts.

Community Resilience and Emergency Risk

Community disaster resilience is the ability of people and local governments to anticipate, prepare for, respond to, and recover from emergencies while supporting long-term wellbeing. The Shire of Gingin has strong foundations for resilience, including active emergency service volunteers, strong partnerships, and a LEMC. Assets such as community facilities, local knowledge, and industry capability help support resilience before, during, and after emergencies; however, reliance on digital platforms can be a weakness during power or telecommunications failures.

Despite these strengths, vulnerabilities remain: exposure to bushfires, coastal risks, dependence on critical infrastructure, and limited road network access. Social factors – including an ageing and remote population, volunteer fatigue, cost pressures, and digital-only communication can worsen during emergencies. Misinformation also poses a risk unless addressed with clear communication.

The below table outlines some additional circumstances which need to be considered during an emergency.

Figure 4: Circumstances impacting emergency prevention, preparedness, response and recovery in the Shire of Gingin

Special Considerations	Example inclusions
Seasonal hazards	The Shire of Gingin has a high fire risk rating. This is particularly heightened during the summer and warmer months, and the risk is across all three sub-regions, noting that some have limited road access too. During peak fire season, emergency services will experience heightened demand, resulting in increased chance of burnout.
Vulnerable People/Special Needs Groups	While this can be inclusive of diverse demographic representation, these may include (but not limited to) people who reside in remote areas of the Shire, the elderly, people with disabilities, those with health issues (including mental health), their carers, migrants, young people, culturally and linguistically diverse (CaLD) people, Indigenous Australians and people experiencing socio-economic disadvantage.
Seasonal Events	The school holiday periods and long weekends can result in an increase in populations, especially in the coastal towns. These holiday makers may not know or understand the various attributes and facilities in the area should an emergency situation occur and require subsequent response. This includes campers in illegal or unrecognised camping areas. Furthermore, these above-mentioned periods and festive periods (such as New Year and Christmas) do mean that local residents may also travel elsewhere for a period of time, including the local emergency service volunteers. Hence local emergency service support may be constrained and require services from outside the incident area.

Community Events	There are various community events that create a draw card to residents and visitors to the region. We have two major community events in the Shire: British Car Day, held in Gingin on the third Sunday in May; and Lancelin Buskers Festival, a weekend long event in September.
Estate Growth	The housing climate has resulted in the Shire of Gingin seeing an influx of metropolitan residents moving to the Shire and purchasing land in estates (1 acre – 10 hectares). This growth means the Shire is welcoming new residents, who may have little to no experience managing a large property in a high-risk bushfire zone.
Communication Networks	During an energy supply disruption lasting 6+ hours, the Shire's communication towers stop working. This increases the risk to residents and individuals in the area and creates additional challenges to emergency personnel.
Reliance on Volunteers	The Shire of Gingin's emergency personnel is primarily made up of volunteers (excluding police). This puts a heavy reliance on community volunteers. As population grows and weather conditions increase in severity, volunteer resources are stretched. Additionally, many volunteers are FIFO workers, which affects availability. Due to the nature of volunteering, numbers tend to fluctuate.
Coastal Erosion	Severe weather conditions have resulted in escalated coastal erosion along the north-west of the Shire. Further degradation to the coastline could result in flooding, damage to infrastructure and a reduction in community resilience.

Identification of Likely Emergencies and the CERA Approach

As part of the **LEMA Improvement Program pilot**, the Shire of Gingin adopted a new approach to identify likely emergencies within the district. The Community Emergency Risk Assessment (CERA) process was trialled to support the development of this LEMP.

CERA provided a place-based, simplified and strengths-based approach to understanding how emergencies may impact the Shire's people, communities, infrastructure, economy and natural environment. The process focused on consequences rather than technical hazard analysis, allowing risks to be considered in terms of what matters most to the community and how disruption may be experienced across the district.

Community involvement was central to the process. A facilitated workshop brought together representatives from the Shire, emergency services, community organisations and other stakeholders to share local knowledge and experience. The outcomes of the CERA process have informed the identification of likely emergencies for the district and underpin the PPRR priorities outlined in this Plan. More detailed findings are retained as supporting documentation to guide ongoing LEMC planning.

Workshop participants identified assets and strengths that are valued by the community and placed these on a scale of resilient to vulnerable. Please see Appendix Item 1.

Emergency Management Priorities

The Shire of Gingin's emergency management approach is guided by the following strategic focus areas. These focus areas reflect the Shire's hazard profile, community characteristics, geographic context and shared responsibilities across PPRR.

1. Reducing Bushfire Risk and Seasonal Hazards

Bushfire represents the most significant and consistent emergency risk within the Shire. Strategic focus is placed on reducing risk through prevention and preparedness activities, including land use planning, fuel management, firebreak orders and seasonal awareness initiatives. These measures support community readiness across the three sub-regions of the Shire and recognise the heightened risk during warmer months.

2. Strengthening Community Awareness and Shared Responsibility

Effective emergency management relies on informed and prepared communities. The Shire prioritises seasonal awareness campaigns and targeted communication to residents, landholders and visitors, particularly during periods of increased hazard and population growth. This includes supporting clear understanding of local risks, emergency procedures and individual responsibilities.

3. Supporting People and Communities at Higher Risk

Some people and communities within the Shire may be at higher risk during emergencies due to location, access constraints, health, mobility, disability, language, social or economic circumstances, or unfamiliarity with local conditions. Emergency management planning prioritises inclusive approaches that recognise differing levels of risk and support access to information, assistance and recovery services before, during and after emergencies.

4. Building Local Capability in Remote and Dispersed Areas

Large parts of the Shire are remote and dispersed, with long response times and reliance on local volunteer emergency services in the early stages of an incident. A strategic focus is placed on preparedness, local capability and coordination to manage access limitations and support timely and effective response in these areas.

5. Enhancing Community Resilience and Local Networks

Strong community connections are a key asset in emergency management. The Shire supports collaborative and community-led initiatives to strengthen local relationships, improve information sharing, support people at higher risk, and enable community-led support during response and recovery. These networks enhance resilience and assist communities to recover more effectively following emergency events.

6. Protecting Critical Infrastructure, Essential Services and Cultural Sites

The continuity of essential services, communications and transport networks is critical to community safety. Emergency management arrangements prioritise planning for infrastructure disruption, including extended power and telecommunications outages. The protection of culturally significant sites is also an important consideration across all phases of emergency management, informed by engagement and culturally appropriate practices.

7. Enabling Coordinated Recovery and Reducing Long-Term Risk

Recovery is considered an integral part of emergency management. The Shire prioritises early and coordinated recovery planning that supports social, economic, environmental and cultural recovery. Lessons learned from emergencies are used to reduce long-term risk and strengthen resilience across the community.

Evidence Informing this Plan

This LEMP is informed by a range of contemporary local, regional and State-level evidence that reflects the Shire of Gingin's risk environment, community characteristics and emergency management responsibilities.

Key local evidence includes the Shire of Gingin's Community Risk Workshops conducted in June 2025 as part of the Shire's CERA, which used a place-based approach to identify community strengths, assets, vulnerabilities and priority risk themes. The CERA process informed understanding of locally significant hazards, potential cascading impacts and priority areas across the prevention, preparedness, response and recovery continuum.

In June 2025, the Shire of Gingin participated in the [Disability Inclusive Emergency Management \(DIEM\) Toolkit](#). By working with DFES and The University of Sydney's Impact Centre for Disability Research and Policy, the Shire completed an initial maturity assessment, conducted a Disability Inclusive Emergency Planning (DIEP) Forum, and coordinated an action plan based on priorities identified during the forum. The forum, hosted in July 2025, saw residents, people with disability, individuals working in the emergency management space, Shire staff and Shire Councillors, discuss the interconnectedness of inclusive emergency management plans. It focussed on four topics: understanding emergency plans of service providers, inclusive planning, strategic partnerships, and accessible resourcing. Our DIEP action plan, which is embedded into our LEMP, prioritises two themes identified by participants: increasing capability and improving communication. A summary of key outcomes from this workshop can be found in Appendix Item 2.

Additionally, ongoing input from the LEMC, including exercises, engagement activities and lessons identified from incidents, provides further local knowledge and context to support continuous improvement.

PART 3: PREPARING FOR EMERGENCIES

Local Emergency Management Arrangements

The LEMA comprises of this LEMP and supporting documents that outline strategies, responsibilities and plans for emergency management within the district, as required by section 41(2) of the *EM Act*.

The following documents and sub-plans provide operational detail and guidance (maintained by owners):



Emergency Management Roles and Responsibilities

Effective emergency management relies on collaboration, coordination and shared responsibility across all levels of government, emergency services, partner organisations and the community. Clear roles support efficient use of resources and coordinated action to protect life, property, the environment and culturally significant sites.

Role of Hazard Management Agencies and Controlling Agencies

Under the *EM Act*, HMAs are responsible for the prevention, preparedness, response and recovery arrangements for prescribed hazards. Controlling Agencies (CAs) lead the response to emergency events. There are 28 prescribed hazards in Western Australia.

Relevant HMAs and CAs for the Shire of Gingin are outlined below.

Figure 5: Western Australia recognised hazards and assigned HMAs - Emergency Management Regulations 2006

DFES Department of Fire & Emergency Services	Police	Government of Western Australia Department of Health
Collapse	Air Crash	Heatwave
Cyclone	Hostile Act	HAZMAT Bio
Chemical	Land Search	Pandemic
Earthquake	Marine Search	
Fire	Nuclear Warships	Department of Transport
Flood	Road Crash	Marine Emergency
Radiological	Space Debris	Oil Spill
Storm	Terrorism	arc infrastructure WAPOL or DFES by agreement
Tsunami	Government of Western Australia Energy Policy WA	Rail Crash Freight
	Fuel Disruption	
Public Transport Authority WAPOL or DFES by agreement	Gas Disruption	Government of Western Australia Department of Primary Industries and Regional Development
Rail Crash Passenger	Power Disruption	Bio Security

Role of the Shire of Gingin

The Shire of Gingin has responsibility to develop, maintain and review LEMA and to provide leadership and coordination at the local level.

The Shire:

- Provides community leadership and support during emergencies, within its capacity
- Supports CAs and Incident Management Teams (IMTs) during response

- Supports and recognises the role of local Volunteer Bush Fire Brigades and other volunteer emergency services
- Delivers and coordinates community recovery at a local level through the Local Recovery Coordinator (LRC) and Local Recovery Plan (LRP)
- Promotes disaster resilience through planning, partnerships and community engagement

Operational roles are detailed in the Shire's Incident Support Handbook and relevant sub-plans.

Role of the Local Emergency Management Committee

The Shire of Gingin has established a LEMC in accordance with section 38(1) of the *EM Act*. The LEMC provides oversight, coordination and strategic guidance for the development, maintenance and testing of the Shire's LEMA.

The LEMC is not an operational committee. It supports the local government by facilitating planning, collaboration and continuous improvement of emergency management arrangements for the district.

Membership of the LEMC includes representatives from relevant agencies, organisations and community groups aligned to the Shire's identified risks and emergency management context. Membership includes at least one local government representative and the Local Emergency Coordinator. Appointments are determined by the local government in consultation with member organisations.

In accordance with section 39 of the *EM Act*, the functions of the LEMC are to:

- Advise and assist the local government in establishing and maintaining LEMA
- Liaise with public authorities, organisations and other stakeholders in the development, review and testing of the Arrangements
- Undertake other emergency management activities as directed by the Office of Emergency Management or prescribed by regulation

The LEMC supports community involvement in emergency management planning, including through community risk engagement activities. This has included community risk workshops held across the Shire to inform the identification of local risks and priorities, with participation from community groups, local organisations and emergency management practitioners.

Role of the Local Community

Emergency management is a shared responsibility. Individuals, households, businesses and community organisations contribute by:

- Understanding local hazards and risks
- Preparing homes and properties, including compliance with Firebreak Orders
- Staying informed and following emergency advice and directions
- Supporting neighbours and community members where it is safe to do so
- Participating in recovery activities following emergencies

Agreements and Partnerships

Effective emergency management in the Shire of Gingin relies on collaboration and partnerships with State agencies, neighbouring local governments and community stakeholders.

The Shire works in partnership with DFES through an agreement that supports the provision of a Community Emergency Services Manager (CESM). This partnership supports local emergency management capability, bushfire preparedness, coordination with volunteer bush fire brigades and alignment with State emergency management arrangements.

The Shire supports and works closely with its Local Government Bush Fire Brigades, emergency services and volunteer organisations to deliver local response capability and community preparedness activities.

The Shire participates in District Emergency Management Arrangements (DEMA) and works with neighbouring local governments and agencies through established District and State coordination structures to support mutual assistance and escalation where emergencies exceed local capacity.

PART 4: EMERGENCY RESPONSE AND RECOVERY ARRANGEMENTS

Incident Response Roles and Responsibilities

In Western Australia, each prescribed hazard has a HMA responsible for emergency management across PPRR. The CA leads the response to an incident. Emergency management operates under an all-agencies, coordinated approach, meaning no single organisation manages an emergency alone. The Shire of Gingin will work alongside the CA and other partners to ensure a timely, coordinated response that supports community safety.

The Shire of Gingin is a CA for fire and undertakes this role in accordance with the State Hazard Plan – Fire, and the Shire of Bush Fire Brigade Operating Procedures. Bushfire response is delivered through the dedication and commitment of the Shire's eight active Volunteer Bush Fire Brigades whose service, skills and local knowledge play a vital role in protecting our community.

Communicating in Emergencies

There are various avenues for community to access public information during an emergency:

- Emergency WA (app or website)
- Radio (local ABC radio station, 6PR or news bulletins)
- Call 13 DFES (13 3337 – available at anytime)
- Social Media – follow DFES WA and Emergency Services WA on Facebook
- Staying connected with your community

During an emergency the CA is the principal provider of public information, and **Emergency WA is the preferred source for emergency updates**. The community can access Emergency WA via the app ([Google Play Store](#) and [Apple App Store](#)) or via the website www.emergency.wa.gov.au.



Where needed, the Shire of Gingin will work with the CA and through local community networks to help keep the community informed. The Shire of Gingin has a Communications Plan for Emergencies, which has been created to guide the Shire of Gingin in approaching crisis communication in a way that is structured, well-coordinated and effective.

Evacuation Centres

Department of Communities (DoC) manages evacuation centres and provides emergency relief and support during emergencies, when required. The Shire of Gingin Emergency Relief and Support Plan, which is prepared by the DoC in collaboration with the Shire, outlines support in six core functional domains:

- **Emergency accommodation:** Providing temporary shelter for displaced people.
- **Emergency food:** Coordinating basic and essential food support.
- **Emergency clothing and personal requisites:** Coordinating basic clothing and personal items.
- **Personal support services:** Offering psychosocial support, practical help, counselling, and referrals.
- **Registration and reunification:** Tracing and reuniting family and friends who have been separated during an emergency.
- **Financial assistance:** Coordinating financial aid for eligible impacted people

The Shire of Gingin maintains information about facilities and locations within the district that may include groups at higher risk during an emergency as part of their Emergency Contact List. This information will be provided to the IC to support evacuation, if needed.

The Shire of Gingin has identified Local Government facilities as evacuation centres in Gingin, Guilderton and Lancelin, and will facilitate their use in an emergency if requested by the Incident Controller (IC).

Dependent on the nature of the emergency, community members may be directed to an evacuation centre in a neighbouring Local Government.

If an evacuation centre is opened, advice will be provided on Emergency WA.

For safety and health reasons animals (excluding support animals) are not permitted in evacuation centres. See the below section regarding animals in emergencies. Further information is provided in the Shire of Gingin Local Emergency Relief and Support Plan.

Animals in Emergencies

Animal owners and carers are responsible for the welfare of their animals in an emergency, including deciding if their animals will be evacuated or remain on location in an emergency and how this will be achieved. The Shire of Gingin maintains an Animal Welfare in Emergencies Plan, which is available on the Shire website.

If the IC identifies that additional support for animal welfare is required in an emergency, Department of Primary Industry and Regional Development (DPIRD) will be activated as the nominated support organisation for Animal Welfare in Emergencies (livestock, horses and companion animals). DBCA supports animal welfare for wildlife.

Recovering from Disasters

Recovery is the process of supporting an affected community to return to normal or improve its wellbeing after an emergency. This includes restoring or strengthening livelihoods, health, essential services, infrastructure, the environment, local businesses, and social and cultural connections. Recovery in WA follows the principles of sustainable development and aims to build back better to reduce future risk.

Under the *EM Act* Local Governments are responsible for managing recovery following an emergency in their district.

All State agencies support the restoration of community functioning through their existing, and if the scale or complexity of recovery exceeds Local Government capacity to coordinate, the State Government will take a greater role.

The Shire of Gingin employs the [National Principles for Disaster Recovery](#), which identifies that successful community-focussed recovery relies on the following six (6) C's:

1. Understanding the **Context**;
2. Recognising **Complexity**;
3. Using **Community-Led** approaches;
4. Ensuring **Coordination** of all activities;
5. Employing effective **Communication**; and
6. Acknowledging and building **Capacity**

The Shire of Gingin has appointed a LRC to lead recovery. In the case of an emergency in the Shire of Gingin, the Shire will activate its LRP to guide recovery activities and appoint a Local Recovery Coordinator to lead the process. A Local Recovery Coordination Group (LRCG) will be established to oversee actions across the four recovery domains; social, built environment, economic, and natural ensuring community needs are addressed. The LRP is available on the Shire of Gingin website.

PART 5: ACCOUNTABILITY AND IMPROVEMENT

Exercising and Lessons Management

Exercising emergency management arrangements, undertaking “After Action Reviews”, and incorporating lessons learned into planning are essential to maintain readiness, identify gaps before an emergency occurs, improve coordination, and build confidence in response capability.

The State, through the State Emergency Management Committee (SEMC) and the Department of Fire and Emergency Services (DFES), conducts State-level exercises and supports District Emergency Management Committees (DEMC) to test district coordination and preparedness.

CAs are required to undertake a post-incident review following significant emergencies or operations to identify lessons and assess the effectiveness of plans and coordination. Exercises and lessons management form a continuous improvement cycle that strengthens emergency management arrangements across all levels of Government.

Reporting and Review

The Shire of Gingin reports on and reviews this LEMP to ensure it remains current and effective.

Implementation of the Plan is supported by a Local Emergency Management Work Plan (LEMWP), with progress included in the Local Government’s annual report and an update provided to Council each year.

The Plan is reviewed on a regular schedule, including a minor review every two years and a major review every five years, or earlier if a significant emergency affects the district.

The Local Government also prepares a LEMC Annual Report, as required under section 40 of the *EM Act*. This report outlines LEMC activities and exercises conducted each year and is submitted to the DEMC for State-level reporting.

PART 6: POLICIES

Local Emergency Management Policies

As per Section 41(2)(a) of the EM Act, the LEMA need to specify "the local government policies for emergency management". The Shire of Gingin has the following emergency management policies in place:

Local Government Policies

The below policies are defined in the Policy Manual, accessible via the Shire's website.

Policy Name	Objective
1.24 Risk Management Policy	The Shire of Gingin's ("the Shire") Risk Management Policy documents the commitment and objectives regarding managing uncertainty that may impact the Shire's strategies, goals or objectives.
4.2 Bushfire Control Policy	- To ensure that Gingin and neighbouring Bush Fire Brigades are adequately resourced to achieve timely, quality and effective emergency services and minimise the impact of emergencies on the community. - To ensure that brigade members are adequately protected while conducting firefighting activities.
4.3 Contribution to Legal Fees – Volunteer Fire Fighters	To define the Shire's conditions to assist Volunteer fire fighters with legal representation if and as required during the conduct of any Police investigation into matters arising from firefighting within the Shire of Gingin.
4.6 Shark Response Policy	Provide direction to responding to shark attacks, inform community, and guide the administration on managing the risk of shark attacks.
Gifts/Donations in Emergency Recovery Policy	Lord Mayor's Distress and Relief Appeal; registered charities. Vouchers or cash – NO goods received.

APPENDIX

Item 1: Summary of Key Outcomes from CERA Workshop

Category	Strengths and Resilience	What and Who is at Risk	Priority Treatment Actions
People and Social Setting	Connection, safety, well-being and inclusion; Community & volunteer groups; Local health and well-being services	Volunteer fatigue & mental health; Essential services like power and healthcare	Volunteer well-being programs; Community preparedness days; MOUs / back up health services
Infrastructure and Natural Environment	Critical infrastructure, eco-systems and natural resources; Community infrastructure & key emergency resources; Several proactive environmental groups	Local & regional roads; Energy supply and telecoms; Water supply & ecosystems; Valued coastal assets	Upgrade and maintain roads; Advocate to essential services risk owners; Include water assets and infrastructure into EM planning
Government and Economy	Local businesses and industries; Shire's commitment to maintaining services & infrastructure	Delays in service delivery and BAU functions; Stock loss, infrastructure damage & closure; Coastal assets erosion & inundation; Coastal assets	Prepare for inundations & coastal erosion; Group meet ups / broaden LEMC membership; Annual readiness campaigns with small business & primary producers

Item 2: Summary of Key Outcomes from the DIEP Forum

Discussion Topic 1: Understanding Emergency Plans of Service Providers	
Key Themes	Limited knowledge and awareness of emergency preparedness plans • Lack of information sharing and awareness
	Tensions between compliance and practicality in emergency plans • Impracticality during “real-world” scenarios • Challenge in meeting diverse needs
Promising Practices	Training and role allocation for staff and volunteers • Clearly defined roles
Discussion Topic 2: Inclusive Planning	
Key Themes	Challenges with identification and self-identification • How are individuals at greater risk identified • Privacy concerns • Practical implementation
	Challenges in supporting at-risk populations • Limited and dispersed resources increasing vulnerabilities • Informal approaches required
	Personal and community preparedness as foundations for inclusive planning • Equipping individuals with person-centred emergency preparedness (P-CEP) tools • Local knowledge informing preparedness • Training “community champions”
	Community networks as a resource for inclusivity • Community groups promoting inclusivity in emergency planning ○ They can assist in identifying people who may require support
	Communication tools and technology: opportunities and limitations • Accessibility challenges with digital communication platforms ○ Unreliability during power outages • Multi-channel communication approach
Promising Practices	Development of P-CEP plans • Proactive approach building shared responsibility

	Community-based check-in systems • Informal check-in systems, like what was done during COVID-19 • Phone trees
	Facilitating early awareness of risks • Storytelling and education • Empowerment to take responsibility
	Integrated use of multiple communication channels • Increases inclusivity
Discussion Topic 3: Strategic Partnerships	
Key Themes	The importance of mapping and establishing strategic partnerships • Strategic engagement with local organisations, community groups and stakeholders
	Leveraging community strengths and networks • Utilising the Shire's tight-knit community and community groups • Community Resource Centres
	Inclusivity and community-specific approach • Reflective of community needs • Across multiple demographics • Adaptable
	Capacity building and training • Build confident and encourage ownership in emergency planning and preparedness
	The role of Local Government and cross-department collaboration • Ensures cross-sector engagement
	Innovative and localised partnership models for emergency preparedness • "Community champion" program ○ Local advocates ○ Leverage community strengths, build trust and inclusion ○ Compensated • P-CEP facilitators
	Importance of ongoing engagement and buy-in

	Consistent engagement to foster trust
	The need for data and evidence - Map community services - Improve resource allocation efficiency - Foster accountability
Promising Practices	Champion program for community connectivity Create stronger links between communities and organisations
	Formalising informal community networks - Encouraging groups to organise informal practices for their community - Phone trees - Door knocks - Community-centred emergency preparedness plans - Community Resource Centres utilised
	Collaborative emergency planning workshops Community groups and emergency services co-design localised emergency plans
	Flexibility and adaptability in engagement Pilot projects
	Strategic networking with non-traditional partners - Local businesses - Help engage hard-to-reach populations
Discussion Topic 4: Accessible Resourcing	
Key Themes	Limited resources and infrastructure - Accessible transport - Evacuation centres - Human resources - Disparity in rural areas - Reliable infrastructure e.g. power, water, comms.
	Communication and coordination challenges - Digital literacy - Unreliable telecommunications infrastructure - High cost - Inadequacy of single communication channel

	Inadequacies in evacuation centres and infrastructure • Unsuitability for people with disabilities • Generator access
	Accessible transportation challenges • Single entry/exit evacuation routes • Wheelchair accessible transportation • Volunteer drivers and carers
	Early evacuation and risk awareness • Challenges in encouraging early evacuation for vulnerable residents
	Assistive technology and resource needs • Resources available at evacuation centres, such as generators and power banks
	The need for coordination and leadership • To address resources, communication and evacuation plans
Promising Practices	Collaborative community networks • Coordinated network of community groups ○ Centralised committee
	Mobilising community resources • Utilising community-purchased assets and local organisations
	Multi-channel communication strategies • Multi-pronged to meet people with diverse capabilities
	Assistive technology and power salutation • Incorporated in personal emergency plans and evacuation centre preparedness
	Formalising local coordination and knowledge • Partnerships and agreements across community organisations and neighbouring Shires



Local Recovery Plan

2026 - 2031



ACKNOWLEDGEMENT OF COUNTRY

Kaya Wanjoo Yued Boodja

The Shire of Gingin acknowledges the Yued people, the traditional owners of Yued Boodja. The Shire pays respect to Yued Elders past and present and acknowledges emerging Yued leaders. We extend this respect to all Aboriginal and Torres Strait Islander people. The Shire recognises the living, dynamic culture of the Yued people and the unique contribution they make to the Gingin region on Yued Boodja.

AUTHORISATIONS

This Local Recovery Plan has been produced and issued under the authority of section 41(1) of the *Emergency Management Act 2005* (WA), endorsed by the Local Emergency Management Committee and the Council of the Shire of Gingin.

The Shire of Gingin Local Emergency Management Committee is established under section 38 of the *Emergency Management Act 2005* (WA).

Endorsed by LEMC: _____

Date: ____/____/____

Adopted by Council: _____

Date: ____/____/____

DISTRIBUTION

This plan is tabled for noting with the relevant District Emergency Management Committee and the State Emergency Management Committee and is publicly available on the Shire of Gingin website.

REVIEW AND AMENDMENTS

This plan is reviewed at least annually by the Local Emergency Management Committee and following significant incidents, exercises, or changes in risk, legislation, or partner arrangements. A record of amendments is maintained by the Policy Custodian.

Next scheduled review: May 2028

Policy Custodian: Community Emergency Services Manager

Contact details

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Acronyms

Acronym	Term
BFB	Bush Fire Brigade
CA	Controlling Agency
CaLD	Culturally and Linguistically Diverse
CEO	Chief Executive Officer
CERA	Community Emergency Risk Assessment
CESM	Community Emergency Services Manager
DoC	Department of Communities
DEMC	District Emergency Management Committee
DFES	Department of Fire and Emergency Services
DPIRD	Department of Primary Industries and Regional Development
FRS	Fire and Rescue Service
EM	Emergency Management
EM Act	Emergency Management Act 2005
HMA	Hazard Management Agency
IC	Incident Controller
IMT	Incident Management Team
ISG	Incident Support Group
LEMA	Local Emergency Management Arrangements
LEMC	Local Emergency Management Committee
LEMP	Local Emergency Management Plan
LG	Local Government
LRA	Local Recovery Administrator
LRC	Local Recovery Coordinator
LRP	Local Recovery Plan (this document)

LRCG	Local Recovery Coordination Group
MOU	Memorandum of Understanding
NGO	Non-Governmental organisation
PaW	Parks and Wildlife Service (Department of Biodiversity, Conservation and Attractions)
PPRR	Four pillars of emergency management: Prevention, Preparedness, Response, Recovery
SCP	Strategic Community Plan (2026 – 2036)
SEC	State Emergency Coordinator
SEMC	State Emergency Management Committee
SJA	St John Ambulance WA
SoG	The Shire of Gingin
SRC	State Recovery Coordinator
SRCG	State Recovery Coordinating Group
VFRS	Volunteer Fire and Rescue Service
VMR	Volunteer Marine Rescue
WA Health	Department of Health
WALGA	West Australian Local Government Association
WAPOL	WA Police Force

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PART 1: INTRODUCTION

Definition and Role of Recovery

The *Emergency Management Act 2005 (WA)* (EM Act) defines recovery as ‘the support of emergency affected communities in the reconstruction and restoration of physical infrastructure, the environment and community, psychosocial and economic wellbeing’.

Recovery includes actions that may commence during an emergency event and continue well beyond the response phase. As the closest level of government to the local community, the Shire is best placed to lead, manage and coordinate recovery activities that reflect local needs, priorities and values.

Collaboration and Support

Recovery is a shared responsibility. The Shire’s recovery activities are supported by State Government departments, emergency management agencies, community members, community groups and community service organisations. These entities work collaboratively with, or provide direct assistance to, the Shire to support individuals, families and the broader community in recovering from an emergency.

Nature of Disaster Recovery

Disaster recovery is more than the replacement of what has been damaged or destroyed. It is a complex, dynamic and often long-term process that addresses the social, environmental, economic and built impacts of an emergency. The Shire and its Local Recovery Coordination Group (LRCG) recognise this complexity and apply [nationally recognised principles of disaster recovery](#), supported by strong recovery values, to guide all recovery activities.

Recovery in the Shire of Gingin must account for a large and diverse local government area, including townsites, coastal communities and rural localities. Impacts may vary significantly across the Shire depending on location, access, infrastructure and community connections. Recovery planning therefore recognises that different parts of the Shire may experience and recover from emergencies in different ways.

Purpose of the Plan

The purpose of the Local Recovery Plan (LRP) is to outline the planning, arrangements and processes established to restore, as quickly as possible, the quality of life of an affected community so it can continue to function as part of the wider community.

Objectives

The objectives of the Plan are to:

- Describe the roles, responsibilities, available resources and procedures for the management of recovery from emergencies for the Shire of Gingin;
- Establish a basis for the coordination of recovery activities at the local level;
- Promote effective liaison between all Hazard Management Agencies (HMA), emergency services and supporting agencies, which may become involved in recovery; and
- Provide a framework for local recovery operations.

Scope

The LRP forms part of the Shire of Gingin's Local Emergency Management Arrangements (LEMA). It applies within the boundaries of the Shire of Gingin and provides a framework for coordinating community recovery following an emergency.

The Plan does not prescribe procedures for individual organisations managing their own internal recovery arrangements. Instead, it supports a coordinated, whole of community approach to recovery at the local level.

Activation

The LRP may be activated by the Chief Executive Officer on the advice of the Local Recovery Coordinator (LRC). Activation should occur while response activities are still underway, to ensure early consideration of recovery needs.

An assessment of recovery assistance requirements will be undertaken in consultation with:

- the HMA or Controlling Agency (CA) and the Incident Controller (IC)
- the Incident Support Group (ICG)
- the LRCG
- the Shire of Gingin

Once the Plan is activated, the LRC and LRCG are responsible for coordinating and implementing recovery activities. Activation of this Plan signals a shift from response coordination to locally led recovery coordination for the Shire of Gingin, while response activities may still be occurring.

About the Shire of Gingin

Information regarding the Community Profile of the Shire of Gingin can be found in the Local Emergency Management Plan (2026 – 2031) (LEMP) "Part 2: Community Profile – Shire of Gingin".

Recovery During and After an Emergency

Once an emergency has occurred, recovery planning begins while response activities may still be underway. The Shire of Gingin will work with response agencies and recovery partners to understand the impacts on the community and to identify immediate and emerging recovery needs.

In the early stages of recovery, the Shire may focus on:

- Gathering information about impacts through impact and community needs assessments
- Sharing clear and timely information about available support and services
- Coordinating access to assistance for individuals, families, businesses and community groups
- Establishing recovery coordination arrangements, which may include a Local Recovery and Evacuation Centre or outreach activities where appropriate

As recovery progresses, priorities may shift from immediate needs to longer-term activities such as restoring community wellbeing, supporting local businesses, repairing infrastructure, and assisting environmental recovery. Recovery activities will adapt over time as community needs change. Recovery information and support may be delivered through a combination of central coordination, local outreach and existing community hubs, recognising that not all communities within the Shire will access support in the same way.

The Shire recognises that recovery does not look the same for everyone. Recovery arrangements will consider the needs of communities across the Shire, recognising that impacts, access to services and recovery priorities, may differ by location and circumstance.

PART 2: RELATED DOCUMENTS AND ARRANGEMENTS

The LEMA comprises of this LRP and supporting documents that outline strategies, responsibilities and plans for emergency management within the district, as required by section 41(2) of the *EM Act*.

The following documents and sub-plans provide operational detail and guidance (maintained by owners):



**Work in Progress*

Agreements, Understandings and Commitments

Recovery within the Shire of Gingin is supported through established local, district and State emergency management arrangements.

Where required, the Shire of Gingin may enter into agreements or understandings with other local governments, organisations or agencies to support recovery activities.

PART 3: ROLES AND RESPONSIBILITIES

Local Recovery Coordination Structure

The Shire of Gingin coordinates recovery through a locally led recovery structure that is flexible and scalable to the nature and impact of an emergency. The recovery coordination structure is designed to support engagement with affected communities across the Shire, including through local organisations, service providers and existing community networks.

Recovery is led by the LRC, supported by the LRCG. Membership of the LRCG is determined by the scale and nature of the emergency and may change over time as recovery priorities evolve.

Local Recovery Coordinator and Local Recovery Coordination Group

The LRC is responsible for leading and coordinating recovery activities on behalf of the Shire of Gingin. They work closely with the Chief Executive Officer and is supported by the LRCG.

To support early and effective recovery, the LRC may be involved during the response phase of an emergency to ensure recovery considerations are identified as early as possible.

Key responsibilities include:

- Coordinating local recovery activities
- Working with relevant agencies and community organisations
- Identifying recovery needs and priorities
- Establishing and supporting the LRCG
- Supporting the transition from response to recovery
- Overseeing the development and implementation of recovery plans.

The LRCG brings together representatives from relevant organisations and the community to support coordinated recovery and address local needs.

Recovery Focus Areas

Recovery activities may be coordinated across the following focus areas, as required:

- Community wellbeing
- Economic recovery
- Environmental restoration
- Infrastructure and essential services
- Local government resourcing and Shire capability

Where appropriate, subgroups may be established to support specific recovery priorities. These groups operate for a defined purpose and timeframe and are stood down once their role is complete.

Controlling Agency

The CA is responsible for managing the response to an emergency and for initiating recovery considerations during the response phase.

The CA supports recovery by:

- Liaising with the LRC
- Sharing information about impacts and response actions
- Contributing to the assessment of impacts
- Supporting the transition from response to recovery

Impact Statement and Community Needs Assessment

Understanding impacts and community needs is central to effective recovery. Community needs may be identified through a range of methods, including direct contact with affected residents, engagement with local organisations and service providers, and information provided by recovery partners working within the Shire.

An **Impact Statement** is used to capture known and emerging impacts of an emergency and helps the Shire of Gingin plan recovery activities. It:

- Identifies impacts across the community, environment, economy and infrastructure
- Outlines actions already underway
- Identifies responsibilities and future recovery needs.

A **Community Needs Assessment** will be undertaken as early as possible following an emergency and may be repeated as recovery progresses to reflect changing circumstances.

Community needs may include:

- Physical needs, such as food, water, shelter and access to services
- Psychological needs, including emotional support and wellbeing
- Social and community needs, such as access to infrastructure, utilities, transport, schools, businesses and community connections.

Information gathered supports prioritisation of recovery activities and coordination of assistance.

Community and Agency Involvement

Recovery involves collaboration between the community, local organisations, government agencies and service providers. Community representatives, local organisations, government agencies and service providers may be involved in recovery planning and delivery to ensure actions reflect local needs and priorities.

Recovery is most effective when it reflects the diversity and strengths of the local community. Community members are encouraged to be actively involved in their own recovery and in supporting one another, with the Shire and recovery agencies providing coordination, communication and structured support. Recovery activities will build on existing local strengths, including established community networks, local organisations and service providers that support connection and resilience across the Shire.

Transition to Recovery and Review

The transition from response to recovery is formalised through agreed handover processes between the CA and the Shire of Gingin.

Acceptance of recovery responsibility occurs at the discretion of the Chief Executive Officer, advised by the LRC and LRCG.

Following recovery operations, the LRC will coordinate a debrief to identify lessons learned. Outcomes of the debrief will be reported to the LEMC and used to inform ongoing improvement of recovery planning and arrangements.

PART 4: RECOVERY OVER TIME

How Recovery Changes Over Time

Recovery does not occur in a single stage. It progresses over time as immediate needs are addressed and the community moves towards longer term recovery.

Early recovery focuses on supporting immediate needs. This may occur while response activities are still underway and essential services are being restored. Early recovery helps people access information, support and basic assistance.

Ongoing recovery supports the community as it begins to rebuild. During this period, recovery activities may focus on restoring infrastructure, supporting wellbeing, assisting businesses and beginning environmental restoration.

Long term recovery may continue for months or years following an emergency. The focus shifts towards community wellbeing, economic stability, environmental recovery and building resilience for the future. Over time, recovery becomes increasingly community led, with agencies moving into a supporting role.

Long Term Recovery

Recovery may continue well beyond the immediate aftermath of an emergency. As recovery progresses, the focus shifts from immediate support to longer term community wellbeing, economic stability, environmental restoration and building resilience for the future.

Where required, the Shire of Gingin will work with the community and partner organisations to develop longer term recovery strategies. These strategies recognise that community needs change over time and aim to support individuals, businesses and communities to manage their own recovery as independence and confidence are rebuilt.

Transition to Mainstream Services

Planning for the transition from recovery activities back to normal levels of government involvement begins early in the recovery process. This helps ensure recovery support is scaled down in a planned and transparent way, without leaving the community feeling unsupported or creating expectations of services that cannot be maintained long term.

Recovery arrangements are designed to be flexible and to support communities to build capability and return to everyday services and activities. Committees, working groups and recovery programs will operate with clear purposes and timeframes so they can be appropriately concluded once their role is complete.

Some recovery needs, particularly social and personal support, may continue for an extended period. Planning recognises that psychosocial support may be required for months or years and will be considered as part of longer-term recovery and transition planning.

PART 5: RESOURCES AND FACILITIES

Local Recovery Centre

Depending on the scale and impact of an emergency, the Shire of Gingin may establish a **Local Recovery Centre** to provide a central point where affected community members can access information, support and recovery services.

A Local Recovery Centre may:

- Provide access to information about recovery activities and available assistance;
- Host government agencies, service providers and community organisations;
- Operate as a single, accessible point for recovery support, sometimes referred to as a 'one stop shop'; or
- Be delivered from a fixed location or through mobile or outreach arrangements, depending on community needs.

Where appropriate, an evacuation centre established during the response phase may transition into a Local Recovery Centre. The Shire may utilise existing community facilities that are familiar and accessible to local residents to support recovery coordination and information sharing.

Location and Accessibility

Local Recovery Centres will be located as close as practicable to affected communities and selected with consideration of accessibility, safety and suitability for ongoing use.

Facilities that may be considered include community centres, halls, sporting facilities or other places that are familiar and meaningful to the community. The selection of a suitable location may involve consultation with the Department of Communities and other relevant agencies.

A list of Shire managed facilities and potential recovery locations is maintained separately and may be used to inform site selection. Identified sites are located in Gingin, Guilderton and Lancelin.

Staffing and Support Arrangements

Recovery activities are coordinated by the Shire of Gingin, with support from partner agencies, service providers and community organisations as required.

The scale and duration of recovery operations will vary depending on the nature of the emergency. Recovery may require additional staffing resources over time to support the operation of recovery facilities, coordination of services and continuation of essential Shire functions.

Shire staff involved in recovery activities may also be members of the affected community. Appropriate support will be available to staff, recognising the personal and professional demands that recovery can place on individuals.

Information and Communication

Clear and consistent communication is an important part of recovery. Information about recovery services, locations and support arrangements will be shared with the community through appropriate channels.

Staff and agencies involved in recovery will be kept informed of recovery priorities and progress to ensure consistent messaging and effective support for the community.

There are various avenues for community to access public information during an emergency:

- Emergency WA (app or website)
- Radio (local ABC radio station, 6PR or news bulletins)
- Call 13 DFES (13 3337 – available at anytime)
- Social Media – follow DFES WA and Emergency Services WA on Facebook
- Staying connected with your community

During an emergency the CA is the principal provider of public information, and **Emergency WA is the preferred source for emergency updates**. The community can access Emergency WA via the app ([Google Play Store](#) and [Apple App Store](#)) or via the website www.emergency.wa.gov.au.



Where needed, the Shire of Gingin will work with the CA and through local community networks to help keep the community informed. The Shire of Gingin has a Communications Plan for Emergencies, which has been created to guide the Shire of Gingin in approaching crisis and recovery communication in a way that is structured, well-coordinated and effective.

Waste and Clean Up

Following an emergency, waste and debris can present safety, health and environmental risks and may affect the ability of individuals and communities to begin recovery.

In the first instance, responsibility for managing waste and clean-up rests with the property owner and their insurer. This includes damaged household goods, fencing, vegetation and other materials on private property.

Where an emergency affects multiple properties, community facilities or public infrastructure, the Shire of Gingin may work with relevant agencies, service providers and contractors to support coordinated clean-up activities where required to reduce risks to public health, safety and the environment.

Information will be provided to the community about safe clean-up practices, disposal options and any locally available support arrangements. Clean-up activities will be considered as part of broader recovery planning and coordinated with other recovery priorities where appropriate.

PART 6: FINANCE

Financial Responsibility

The primary responsibility for safeguarding, repairing and restoring public and private assets affected by an emergency, rests with the asset owner. This includes understanding risks, maintaining insurance where appropriate and taking reasonable steps to reduce the impacts of emergencies.

The Shire of Gingin is responsible for managing and restoring its own assets and services following an emergency, in line with its statutory responsibilities.

Disaster Recovery Funding Arrangements – Western Australia (DRFA-WA)

In some circumstances, financial assistance may be available through the **Disaster Recovery Funding Arrangements – Western Australia (DRFAWA)** for eligible natural disaster events.

Where DRFAWA is activated by the State Government, the Shire of Gingin may seek reimbursement for eligible recovery activities undertaken in accordance with the funding guidelines. Eligibility is determined by the State Government and is subject to specific criteria.

Further information about DRFAWA is available on the Department of Fire and Emergency Services' website.

Insurance

The Shire of Gingin maintains insurance for its assets in accordance with legislative requirements and asset management guidelines. Shire assets are insured through the Local Government Insurance Scheme (LGIS).

Private property owners are responsible for maintaining their own insurance arrangements.

Financial Preparedness

The Shire of Gingin undertakes financial planning to ensure it is prepared to respond to and recover from emergencies. This includes:

- Identifying and managing risks to the community and Shire assets
- Maintaining accurate asset registers and appropriate insurance
- Planning for access to emergency expenditure arrangements where required
- Maintaining financial systems that support recovery activities and funding claims

These measures support timely recovery while ensuring transparency and accountability.

Financial Records and Accountability

All costs associated with response and recovery activities are recorded by the Shire of Gingin to ensure accurate financial tracking, reporting and reimbursement where applicable.

Clear financial records support accountability, auditing and access to any eligible external funding.

Financial Assistance to the Community

Recovery planning recognises the importance of local businesses, primary producers and tourism operators to the Shire's economic wellbeing and community recovery.

Financial assistance for individuals, households and businesses may be available through State or Commonwealth Government programs in some circumstances. Assistance is not compensation and does not replace insurance or personal responsibility.

Where assistance programs are activated, information will be communicated to the community through appropriate channels.

Donations and Community Support

Community generosity is an important part of recovery. The preferred way to support people affected by an emergency is through coordinated financial donations or managed giving, which ensures assistance reaches those who need it most.

In Western Australia, public donations may be supported through the mechanisms outlined below.

LORD MAYOR'S DISTRESS RELIEF FUND (LMDRF)

The LMDRF is a registered charitable fund established to provide financial assistance to individuals and families experiencing hardship as a result of natural disasters and emergencies in Western Australia. The LMDRF operates as the primary mechanism for managing public cash appeals and distributing financial assistance following significant disaster events.

GIVIT

GIVIT is a not-for-profit organisation that works with governments and community organisations to coordinate donations of funds, goods and services following disasters. GIVIT matches offers of support with identified community needs, helping ensure donations are appropriate, timely and do not unintentionally hinder recovery. Where GIVIT is activated for an event, community members and organisations may be encouraged to provide support through the GIVIT platform.

Donations of physical goods are generally discouraged unless specifically requested through coordinated arrangements such as GIVIT. This helps avoid storage, transport and disposal issues and ensures donations align with what the community actually needs.

Offers of assistance, including volunteer support, should be coordinated through the LRCG to ensure recovery activities are managed safely, fairly and effectively.

Volunteer Support

Offers of volunteer assistance can be important to recovery, but they need to be coordinated to ensure safety, fairness and that help matches actual needs. Where volunteer support is required, coordination will occur through the LRCG and relevant partner organisations to avoid duplication and confusion. Community members who wish to help will be directed to appropriate channels where volunteer activities can be safely managed and aligned to recovery priorities.

PART 7: STAND DOWN

Stand Down and Plan Closure

There is no fixed end point for recovery. Recovery activities will gradually reduce as immediate and longer-term needs are addressed and services transition back to normal arrangements.

The decision to stand down formal recovery coordination will be made by the Shire of Gingin, based on the nature and severity of the emergency and whether recovery objectives have been met. This decision will be informed by advice from the LRC and LRCG and consideration of ongoing community needs.

Following recovery operations, the Shire will coordinate a debrief to identify lessons learned and opportunities for improvement. Outcomes of the debrief will be reported to the LEMC and used to inform future recovery planning, training and arrangements.

Where appropriate, an evaluation of recovery activities will be undertaken within 12 months to support continuous improvement and strengthen the Shire's preparedness for future emergencies.

PART 8: CONTINUOUS IMPROVEMENT

Reporting and Review

The Shire of Gingin reports on and reviews this LRP to ensure it remains current and effective.

Implementation of the Plan is supported by a Local Emergency Management Work Plan (LEMWP), with progress included in the Local Government's annual report and an update provided to Council each year.

The Plan is reviewed on a regular schedule, including a minor review every two years and a major review every five years, or earlier if a significant emergency affects the district.

The Local Government also prepares a LEMC Annual Report, as required under section 40 of the EM Act. This report outlines LEMC activities and exercises conducted each year and is submitted to the DEMC for State-level reporting.

Keeping Our Community Informed

Emergency management is dynamic. Risks, community needs, and resources change over time. Continuous improvement ensures the plan remains effective, relevant, and aligned with the organisation values. It promotes learning from experience and adapting to new challenges.

We will keep our community informed about progress against this plan through Council's standard reporting channels,

Updates will be provided via Local Government:

- **Annual Report** – summarising achievements and key improvements.
- **Local Government website** – providing updates and key information
- **Additional updates** maybe shared through newsletters or public notices as determined by the CEO.
- **Social Media** – Information and updates will be uploaded on the Shire of Gingin [Facebook](#) and [Instagram](#) accounts.

For more information, visit: <https://www.gingin.wa.gov.au/>.

The following pages are intended solely for operational purposes within the Shire of Gingin and are not available in the public copy of the Local Recovery Plan. A copy of the remainder of the document can be requested by contacting the Shire of Gingin at mail@gingin.wa.gov.au.

DRAFT

LOCAL RECOVERY COORDINATION GROUP

Purpose

The Shire of Gingin establishes a LRCG to oversee, coordinate and manage community recovery following an emergency event. The LRCG is the Shire's sole formal recovery group and is responsible for providing strategic direction, coordinating recovery activities, and supporting the restoration and rehabilitation of the community across the social, built, economic and natural environments.

It includes Shire officers and, as required, external agencies, non-government organisations, utilities and community representatives, depending on the nature, scale and impacts of the event. Membership of the LRCG may change over time to reflect evolving recovery needs.

The LRCG is responsible for:

- Assessing the impact of an emergency event and coordinating activities to rebuild, restore and rehabilitate the community, economic, environmental, infrastructure and psychosocial wellbeing of the affected community
- Coordinating the completion of impact and recovery assessments in consultation with the HMA or CA, the Local Emergency Coordinator and the State Recovery Coordinator
- Assessing recovery requirements, based on impact assessment(s), across the five recovery environments being community, economic, environment, infrastructure and Shire resourcing
- Providing strategic advice and direction to support the rebuilding, restoration and rehabilitation of the affected community
- Establishing recovery sub-groups across the five recovery environments as required, and overseeing and monitoring their activities
- Coordinating recovery activities in accordance with the LRP and any endorsed recovery strategies
- Overseeing administration, reporting, financial management and recordkeeping associated with recovery activities
- Negotiating and facilitating the provision of services, public information, information exchange and the acquisition of resources required to support recovery
- Ensuring recovery activities are community focused, inclusive and address the needs of vulnerable or special needs people and groups
- Where DRFA-WA are activated, ensuring damage assessments are undertaken and that applicable eligibility and process requirements are understood and applied
- Where the LMDRF is activated, consulting with the Shire of Perth regarding eligibility criteria and procedures for the distribution of assistance to affected individuals
- Managing offers of assistance, including volunteers, services and donated money
- For extensive reconstruction activities, overseeing the development of an event specific Operational Recovery Plan that identifies priorities, responsibilities, timeframes, community participation and longer-term recovery requirements
- Monitoring the progress of recovery and receiving regular reports from recovery sub-groups, agencies and service providers

- Liaising with State recovery arrangements where required
- Supporting evaluation, operational debriefing and continuous improvement following recovery operations

LRCG Key Positions

The LRCG consists of three key positions, Chair/Executive Manager Local Recovery Coordination (EMLRC), LRC, and Local Recovery Administrator (LRA). Additional roles may be activated by the EMLRC for recovery coordination, such as Public Spokesperson, Local Government Liaison Officer, Communications Officer and Finance Officer.

The Deputy provides support to the key positions/personnel which includes filling shifts and providing relief when required and undertaking the key role when personnel are on leave, not available or in circumstances when they are not able to assist. Ongoing recovery training and development is required across all positions.

Appointment to these roles is based on capability and suitability for recovery functions rather than position descriptions.

Position	Primary	Deputy (Relief)
Chair/ Executive Manager Local Recovery Coordination	Chief Executive Officer	Acting Chief Executive Officer
Public Spokesman	Shire President	Deputy Shire President
Local Recovery Coordinator	Chief Executive Officer or Delegated Officer	Acting Chief Executive Officer or Delegated Officer
Local Recovery Administrator	Executive Manager Corporate Services or Delegated Executive Manager	Personal Assistant to Chief Executive Officer
Local Government Liaison Officer	CESM, role based – as delegated	Role based – as delegated
Communications Officer	Communications & Marketing Officer	Role based – as delegated
Finance Officer	Finance Manager	Coordinator Corporate Services

Recovery Sub-Groups

The LRCG may establish recovery sub-groups across the five recovery environments to support the delivery of recovery activities:

- Community

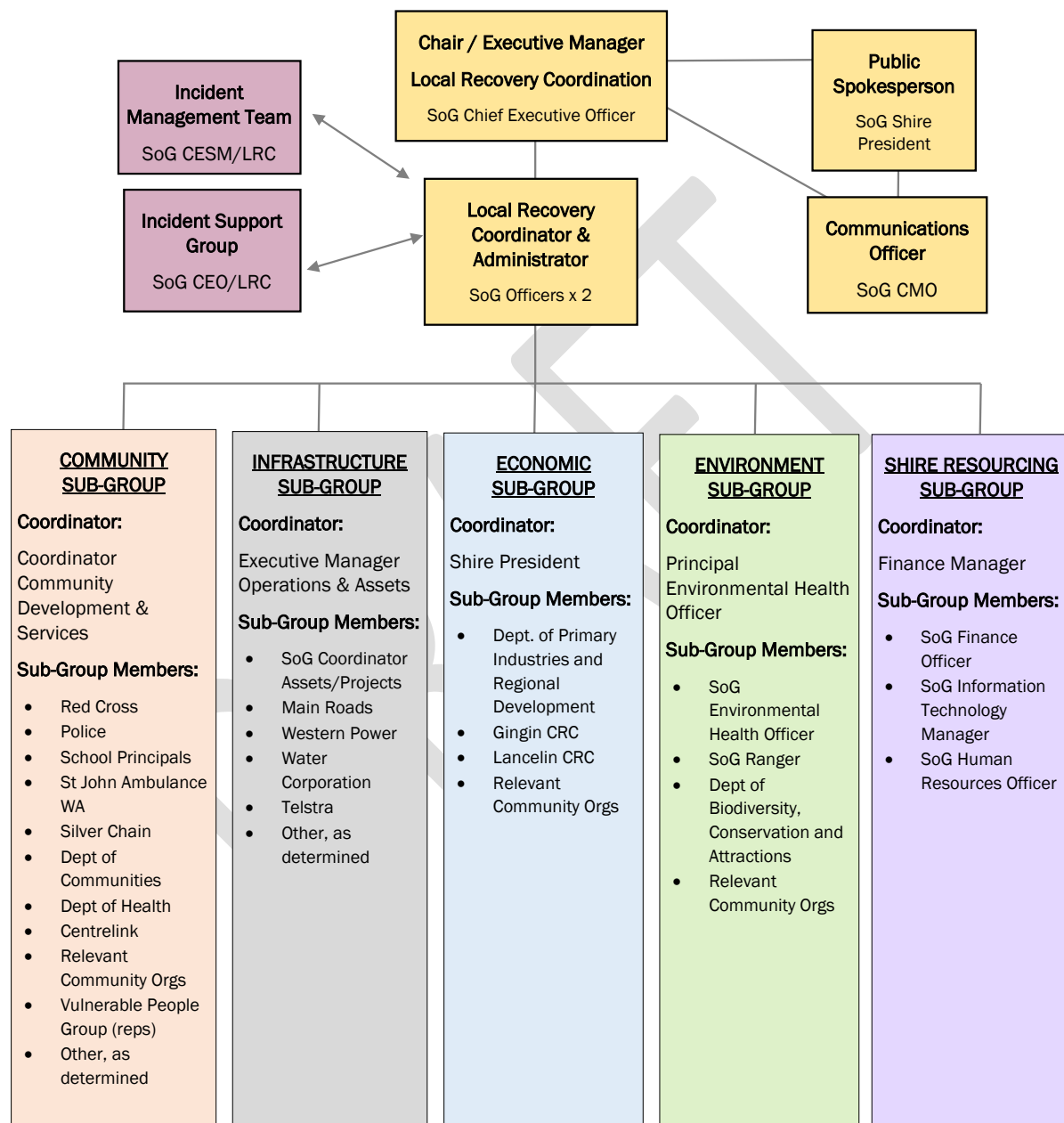
- Economic
- Environment
- Infrastructure
- Shire Resourcing

Each sub-group is overseen by a Sub-Group Coordinator who is a preselected Shire officer. Sub-groups provide advice, undertake specific recovery tasks, and report through the LRC to the LRCG.

Position	Primary	Deputy (Relief)
Community Sub-Group Coordinator	Coordinator Community Development & Services	Role based – as delegated
Economic Sub-Group Coordinator	Shire President/LEMC Chair	LEMC Deputy Chair
Environment Sub-Group Coordinator	Principal Environmental Health Officer	Role based – as delegated
Infrastructure Sub-Group Coordinator	Executive Manager Operations & Assets	Role based – as delegated
Shire Resourcing Sub-Group Coordinator	Finance Manager	Role based – as delegated

LRCG Chain of Command

The following chart demonstrates the chain of command and structure with relation to all delegated Shire Officers involved in Recovery Coordination.



Roles

Executive Manager Local Recovery Coordination (EMLRC)

This is an executive position that is assigned to the Shire's Chief Executive Officer or a delegated Executive Manager. The EMLRC oversees recovery at a strategic level and is also accountable for the Shire's recovery coordination, training of personnel and other functions, listed further below.

Local Recovery Coordinator (LRC)

The LRC plays a lead role in recovery and is responsible for coordinating recovery efforts, recovery activation and operations, liaison with various stakeholders and recovery assessments. In addition, this position is the central point of contact along with coordinating and monitoring the recovery activities on the ground.

The LRC is also responsible for preparing for recovery including scenario and regional risk planning, attending LEMC meetings, community recovery preparedness, training and building internal Shire capability with the recovery function area facilitators. The LRC is required to have undertaken Recovery Coordinator training.

The LRC works closely with the LRA in both preparedness, planning and coordination of recovery.

Local Recovery Administrator (LRA)

This position undertakes the administration requirements for recovery including preparing reporting and documentation, internal and agency communications, assists with recovery liaison and facilitation, coordinates meetings and assists with LRCG requirements where required.

The LRA, in consultation with the LRC, is also responsible in preparing for recovery including overseeing the LRP review and updates, attending LEMC meetings, building internal Shire capability with the recovery function area facilitators and assists the LRC with community preparedness activities. The LRA works closely with the LRC in both the preparedness and coordination of recovery.

Functions

The below functions include that listed in the '*Local Recovery Coordination Aid Memoire*' as provided by the State Emergency Management Committee.

Executive Manager Local Recovery Coordination (EMLRC)

Preparedness

- Consideration of potential membership of the LRCG prior to an event occurring;
- Ensure the LRP is established;

Response/Recovery

- Fulfils the LRCG Chair position;
- Ensuring a proactive approach to local recovery that contributes to preparedness, response, recovery and stakeholder (internal and external) engagement;
- For purposes of Shire accountability, overseeing staff recovery coordination; and
- Ensure applicable shire staff have the appropriate capability, supports and resources required to undertake recovery duties adequately.

Evaluation

- Support the conduct of an operational debriefing of all participating agencies and organisations as soon as possible after cessation of the recovery arrangements;
- Contribute to the evaluation of the effectiveness of the recovery activities in relation to the LRP, which should be reviewed within 12 months of the emergency; and
- Make appropriate recommendations, based on lessons learnt, to the LEMC to improve the community's recovery preparedness.

Local Recovery Coordinator

Preparedness

- Consideration of potential membership of the LRCG prior to an event occurring;
- Coordination and promotion of community awareness of the recovery arrangements; and
- Community engagement in recovery arrangements and increasing community involvement in recovery preparedness, awareness and resilience.

Response

- Liaise with the HMA/CA and District Advisor (DA), and attend (or nominate a Local Government Liaison Officer or CEO) the Incident Support Group and/or Operations Area Support Group meetings;
- Provide advice to the Shire President and Chief Executive Officer/EMLRC on the requirement to convene the LRCG including suggested membership that is event specific and provide advice to the LRCG if convened;
- Ensure receipt of Initial Impact Assessment from CA;
- Assess the community recovery requirements for each event, in conjunction with the HMA, Local Emergency Coordinator (LEC) and other responsible agencies;
- Determine the resources required for the recovery process in consultation with the LRCG;
- Coordinate local level recovery activities for a particular event, in accordance with plans and strategies determined by the LRCG;
- Coordinate local recovery arrangements in conjunction with the LRCG, CA, LEC and other responsible agencies, if applicable;
- Meet with agencies involved with recovery operations to determine actions;
- Facilitate the acquisition and appropriate application of the resources necessary to ensure an effective recovery program;

- Determine the level of State involvement in the recovery effort, in conjunction with the local government, LRCG and State Recovery Coordinator (SRC); and
- Liaise with the SRC on issues where State level support is required or where there are problems encountered with services from government agencies locally.

Recovery

- Provide a central point of communication and coordination for the wide range of recovery related services and projects being progressed outside of the LRCG;
- In consultation with the DA, assess the LRCG requirements and resources for the restoration of services and facilities planned with assistance of responsible agencies;
- Monitor the progress of recovery and advise the RA of updates;
- In conjunction with the local government, ensure that any State-level recovery coordination operates only to ensure that the affected community has equitable and appropriate access to available resources;
- Provide assistance to the Local Welfare Officer, e.g. assistance with emergency evacuation centres such as building opening, closing, security and maintenance;
- It is important to identify the initial arrangements for welfare to occur, particularly in remote areas, where it may take some time for DC to arrive;
- Ensure the recovery activities are consistent with the principles of community engagement; and
- Ensure recovery projects that support the social, built, economic and natural recovery environments are community-led and targeted to best support affected communities.

Evaluation

- Support the conduction of an operational debriefing of all participating agencies and organisations as soon as possible after cessation of the recovery arrangements;
- Contribute to the evaluation of the effectiveness of the recovery activities in relation to the LRP, which should be reviewed within 12 months of the emergency; and
- Make appropriate recommendations, based on lessons learnt, to the LEMC to improve the community's recovery preparedness.

Local Recovery Administrator

Preparedness

- Preparation, maintenance and testing of the LRP in conjunction with the local government for endorsement by the Council of the Local Government;
- Consideration of potential membership of the LRCG prior to an event occurring;
- Assist with coordination and promotion of community awareness of the recovery arrangements;
- Assist with community engagement in recovery arrangements and increasing community involvement in recovery preparedness, awareness and resilience; and
- Ensure the LRP is practical and easily accessible by community/public.

Response

- Receive and distribute Initial Impact Assessment from CA (as applicable);
- Undertake administration, reporting and meeting coordination and assist LRC with liaison, agency communications and facilitation, etc.; and
- Set-up and oversee Incident Support Centre.

Recovery

- Collectively work with LRC in providing a central point of communication and coordination for the wide range of recovery related services and projects being progressed outside of the LRCG;
- Undertake administration, reporting, meeting coordination and assist LRC with liaison, agency communications and facilitation, etc.
- Provide assistance to the LRC and Local Welfare Officer (see Incident Support Handbook for further description on this role), e.g. assistance with emergency evacuation centres such as building opening, closing, security and maintenance;
- It is important to identify the initial arrangements for welfare to occur, particularly in remote areas, where it may take some time for DC to arrive
- Provide periodic reports to the LRCG and the State Recovery Coordinating Group (SRCG) if established;
- Assist with LRCG requirements where required and ensure the functions of EMLRC are undertaken for the LRCG;
- Ensure the recovery activities are consistent with the principles of community engagement; and
- Ensure recovery projects that support the social, built, economic and natural recovery environments are community-led and targeted to best support affected communities.

Evaluation

- Arrange for the conduct of an operational debriefing of all participating agencies and organisations as soon as possible after cessation of the recovery arrangements;
- Arrange for an evaluation of the effectiveness of the recovery activities in relation to the LRP, which should be reviewed within 12 months of the emergency; and
- Make appropriate recommendations, based on lessons learnt, to the LEMC to improve the community's recovery preparedness.

Internal Shire Recovery Coordination

The Shire may establish internal recovery coordination meetings as required to support the effective delivery of recovery activities.

Internal recovery coordination meetings are an internal operational mechanism only and may be used to manage:

- Staffing and staff wellbeing
- Shire resourcing and logistics

- Financial management and funding arrangements
- Administration, reporting and documentation
- Internal operational coordination across business units

Internal recovery coordination meetings support the work of the LRCG but do not replace or supersede the role, authority or decision-making responsibilities of the LRCG.

Decisions relating to community recovery priorities, recovery strategies, external coordination and stakeholder engagement remain the responsibility of the LRCG.

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Function Sub-Groups

Core priority areas that may require the formation of a sub-group to undertake specific objectives. The table below provides an overview of the sub-groups if required.

Sub-Group	Objectives
Community	• Provide advice and guidance to assist in the restoration and strengthening of community well-being post the event; • Facilitate understanding on the needs of the impacted community in relation to community wellbeing; • Assess and recommend priority areas, projects, and events to assist with the recovery process in the immediate and short-term regarding the restoration and strengthening of community wellbeing; • Assess and recommend medium- and long-term priority areas to the local government for consideration to assist in the restoration and strengthening of community wellbeing; and • Ensure the affected community is informed and involved in the recovery processes so actions and programs match their needs.
Environment	• Provide advice and guidance to assist in the restoration of the natural environment post the event; • Facilitate understanding of the needs of the impacted community in relation to environmental restoration; • Assess and recommend priority areas, projects and community education to assist with the recovery process in the immediate and short-term regarding the restoration of the environment including weed management and impacts on wildlife; and • Assess and recommend medium- and long-term priority areas to the local government for consideration to assist in the restoration of the natural environment in the medium to long term.
Infrastructure	• Assist in assessing requirements for the restoration of services and facilities in conjunction with the responsible agencies where appropriate; • Provide advice and assist in the coordination of the restoration of infrastructure assets and essential services damaged or destroyed during the emergency; and • Assess and recommend priority infrastructure projects to assist with the recovery process in the immediate and short, medium and long term.

Economic	• Provide advice and assist in the coordination of the restoration of the economic environment and associated industries impacted, damaged or destroyed during the emergency. • Assist in assessing requirements for the restoration of economic environment and associated industries in conjunction with the responsible agencies where appropriate. • Assess and recommend priority economic and associated industry projects that support and/or to assist with the recovery process in the immediate and short, medium and long term.
Shire Resourcing	Staffing: • Monitor staff well-being and provide the appropriate support as required during recovery situations.; and • Ensure all staff have been provided appropriate information to respond to community within their normal duties (as applicable), during a recovery situation. Finance: • Ensure accounts are appropriately set-up to access during a recovery situation; • Apply for funding support through the DRFA-WA in accordance to the guidelines and eligibility; • To make recommendations to the LMDRF on the orderly and equitable disbursement of donations and offers of assistance to individuals having suffered personal loss and hardship as a result of the event; and • Development of eligibility criteria and procedures by which payments from the LMDRF will be made to affected individuals which: ○ ensure the principles of equity, fairness, simplicity and transparency apply; ○ ensure the procedures developed are straightforward and not onerous to individuals seeking assistance; and ○ recognise the extent of loss suffered by individuals complement other forms of relief and assistance provided by government and the private sector. Data Management: • Plan for, oversee, problem solve and monitor data management during recovery situations. Other: • Respond to any other identified needs and/or issues as determined in regards to Shire resourcing and responsibility to support a recovery situation.

Co-opted Members

(Function – these members would be co-opted as required to provide agency specific or expert advice and resources to assist the recovery process.)

Area	Organisation
Hazard Management Agency or controlling Agency	DFES, WAPOL
Essential services	Telstra, Water Corp, Main Roads, Western Power
Welfare agencies	DC, ARC, Salvation Army, local welfare services
Financial services	Centrelink, Development commissions, Insurance providers, Chamber of Commerce
Dept of Health	Gingin Medical Centre, Lancelin Nursing Post, WA Country Health Service
Dept of Education	Gingin DHS, Lancelin Primary School
Dept of Transport	
Dept of Primary Industries and Regional Development	Perth, Moora
Department of Biodiversity, Conservation and Attractions (Parks and Wildlife Service)	Swan Coastal, Turquoise Coast
WA Police	Gingin and Lancelin Police
St John Ambulance WA	Chittering/Gingin, Woodridge and Lancelin Sub-Centres
Community Groups or representatives	https://www.gingin.wa.gov.au/groups
CaLD group representatives	
Non-Government Organisations	Community Resource Centres

DUTY CARDS

Chair

DUTY CARD 1. – CHAIR
The Chair leads the LRCG, performs the role of committee spokesperson who liaises with the HMA and other state level agencies. This position is filled by the EMLRC.
Responsibilities Pre-Recovery
- Attend all training activities organised for the LRCG - Remain familiar with responsibilities within the LRCG - Understand each agency's role in relation to recovery to ensure a coordinated recovery process involving all relevant agencies - Maintain regular contact with relevant agencies involved in recovery planning and response
Alert/Stand-By
- Receive brief from HMA and document details of the disaster - Brief LRCG members of situation and the 'alert/stand-by' status - Confirm the level of activation of the LRCG in consultation with the HMA - Provide briefing to the LRCG following HMA briefing - Keep updated on the status of the event/situation
Activation
- Hold first meeting of the LRCG - Allocate responsibilities and manage the activities of the LRCG during activation phase - Keep updated on the status of the event/situation (covering sub-group implications) - Ensure the LRCG is aware of HMA's arrangements and potentially other government support plans that may be activated during a recovery
Recovery
- Lead the development of the recovery plan and manage its implementation - Approve an effective disaster recovery plan (for short-medium term) that is in line with the State Disaster Management Group's strategic policy framework and minimises the effects of the disaster on the Shire of Gingin - Ensure effective communication with all relevant stakeholders (i.e. community members, businesses, media, government agencies, not-for-profit agencies, mayors, elected representatives, etc.) with support of the Communications Officer - Ensure regular Situational Reports (SITREPs) are provided to the HMA and other agencies Conduct regular LRCG briefings and feedback sessions on the progress of the recovery program - Coordinate visits by Ministers and VIPs

During Recovery

- When appropriate, develop a medium/long-term recovery plan and oversee its implementation. (Plan to cover the community, economic, environmental, infrastructure elements and Shire resourcing as applicable)
- Manages the decision-making process and, where appropriate, have the final decision

Post-Recovery

- Stand down the LRCG
- Identify any group follow-on actions required and allocate responsibilities and deadlines
- Facilitate LRCG Post-Crisis Review and record outcomes — oversee the update of procedures/plans if required
- Attend any Post-Crisis Reviews organised by the HMA and brief LRCG members
- Provide copy of Post-Crisis Review to other relevant agencies

Public Spokesperson

DUTY CARD 2. – PUBLIC SPOKESPERSON	
The Public Spokesperson is a Shire Council representative (ideally the President or Deputy President) who performs the role of public spokesperson and support the Chair with their duties as relevant and required.	
Responsibilities Pre-Recovery	
- Attend all training activities organised for the LRCG - Ensure all resources are in place in the event of activation of the LRCG - Remain familiar with responsibilities within the LRCG - Understand each agency's role in relation to the recovery to ensure a coordinated recovery process involving all relevant agencies	
Alert/Stand-By	
- Proceed to the Incident Support Centre and set up in preparation for activation - Participate in the initial LRCG briefing	
Activation	
- Participate in LRCG briefing - Keep updated on the status of the event/situation (covering community (social), economic, environment, infrastructure and Shire resourcing implications) - Assist the Chair in all activities in this phase	
Recovery	
- Act as spokesperson for the LRCG with the media and in public forums - Understudy the Chair - Consult with Committee members (covering community, economic, environment, infrastructure and Shire resourcing) for their input into the recovery plan - Liaise and work with appropriate members of HMA and agencies as required - Assist the LRC to gather input from the community in the development of the recovery plan - Contribute to the development of the recovery plan - Assist in the implementation of the recovery plan - Provide administrative support to the LRCG – including distribution of Situational Reports - SITREPs to all relevant stakeholders - Assume the role of Chair in their absence (and when their Deputy is unable to step in) - Provide the Administration Support with copies of the LRCG activity log sheets - Carry out other duties as directed by the Chair - Conduct regular LRCG briefings and feedback sessions on the progress of the recovery program - Monitor health, fatigue, morale and stress levels of the LRCG and advise the LRCG Chair as required	

Post-Recovery

- Complete any follow up action as directed
- Conduct inter-agency briefings and feedback sessions on the effectiveness of the recovery program
- Contribute to the LRCG Post-Crisis Review
- Collate and file all relevant LRCG documentation
- Refurbish LRCG resourcing requirements
- Contribute to the Post-Crisis Review report.

Local Recovery Coordinator

DUTY CARD 3. – LOCAL RECOVERY COORDINATOR	
The LRC manages the LRCG, related planning for the Shire of Gingin and oversees the recovery process (community, economic, environment, infrastructure and Shire resourcing) and co-ordinates the Shire's recovery under guidance from the HMA and the Chair.	
Responsibilities Pre-Recovery	
• Attend all training activities organised for the LRCG • Remain familiar with responsibilities within the LRCG • Understand each agency's role in relation to recovery to ensure a coordinated recovery process involving all relevant agencies • Maintain the LRP • Maintain regular contact with relevant agencies involved in recovery planning and response • Ensure the LRP is tested with the other Emergency Management Arrangement exercises	
Alert/Stand-By	
• Receive brief from Chair and the HMA and document details of the disaster/incident • Brief LRCG members of situation and the 'alert/stand-by' status • Confirm the level of activation of the LRCG in consultation with the Chair and the HMA • Mobilise any additional resources or specialist advisors required for the LRCG • Ensure adequate resources are in place for activation of the LRCG • Coordinate the assessment of the community recovery requirements • Keep updated on the status of the event/situation • Advise the LRCG Chair when to activate the LRCG. • Activate/set up and assist Recovery / Evacuation Centre/s as required	
Activation	
• Facilitate first meeting of the LRCG • Allocate responsibilities and manage the activities of the LRCG during activation phase • Ensure all LRCG members are briefed and understand their individual and team responsibilities • Keep updated on the status of the event/situation (covering community, economic, environment, infrastructure and Shire resourcing implications) • Ensure the LRCG and Chair is aware of other HMA's and potentially other government support plans that may be activated during a recovery	
Recovery	
• Involve members of the community in the implementation of the recovery plan • Provide copy of the recovery plan to LRA for feedback and review	

- Ensure effective communication with all relevant stakeholders (i.e. community members, businesses, media, government agencies, not-for-profit agencies, mayors, elected representatives, etc.) with support of the LRA and Communications Officer
- Ensure regular Situational Reports SITREPs are provided to the Chair, the HMA and other agencies
- Conduct regular LRCG briefings and feedback sessions on the progress of the recovery program
- Ensure management of volunteers is provided
- Ensure coordinated management of donated goods

Post-Recovery

- Ensure team members adhere to a rotation policy to ensure adequate rest
- When appropriate, develop a medium/long-term recovery plan and oversee its implementation (plan to cover the sub-groups)
- Identify any group follow-on actions required and allocate responsibilities and deadlines
- Facilitate LRCG Post-Crisis Review and record outcomes — oversee the update of procedures/plans if required
- Attend any Post-Crisis Reviews organised by the Chair, the HMA and brief LRCG members
- Provide copy of Post-Crisis Review to other relevant agencies

Local Recovery Administrator

DUTY CARD 4. – LOCAL RECOVERY ADMINISTRATOR	
The LRA reports to the LRCG Chair and LRC and is responsible local recovery administration, reporting and including overseeing administration requirements. He/she ensures that all resources necessary to support the LRCG are provided as well as provide support to the lead role being the LRC.	
Responsibilities Pre-Recovery	
• Attend all training activities organised for the LRCG • Remain familiar with responsibilities within the LRCG • Understand each agency's role in relation to recovery to ensure a coordinated recovery process involving all relevant agencies and maintain regular contact where possible • Maintain the LRP • Maintain regular contact with relevant agencies involved in recovery planning and response • Ensure the LRP is tested with the other Emergency Management Arrangement exercises • Regularly check and update the stakeholder directories/lists	
Alert/Stand-By	
• Support LRC with administration, liaison, facilitation and reporting with local recovery coordination • Support LRC in activation/set up of Recovery/Evacuation Centre/s • Receive brief from Chair, LRC and the HMA and document details of the disaster • Brief LRCG members of situation and the 'alert/stand-by' status • Confirm the level of activation of the LRCG in consultation with the Chair and the HMA • Mobilise any additional resources or specialist advisors required for the LRCG • Ensure adequate resources are in place for activation of the LRCG • Coordinate the assessment of the community recovery requirements • Keep updated on the status of the event/situation • Advise the LRCG Chair when to activate the LRCG	
Activation	
• Support LRCG with administration, liaison, facilitation and reporting with local recovery coordination • Ensure all resources necessary to support the LRCG are provided, where possible • Activate communication links with the HMA • Attend the LRCG initial briefing	
Recovery	
• Support LRCG with administration, liaison, facilitation and reporting with local recovery coordination	

- Ensure all committee actions, decisions and events are accurately recorded and documented, and also recorded in the LRCG Activity Log Sheet
- Establish communication, exchange information and coordinate activities with the LRCG team representatives (for the five sub-groups)
- Assist the Administration Support in maintaining a chronological log of events as appropriate (pay special attention to times of significant activities and events)
- Ensure overall provision of administrative, IT and catering support to the LRCG
- Document all personal actions and decisions on a personal log sheet.

Post-Recovery

- Support LRCG with administration, liaison, facilitation and reporting with local recovery coordination
- Collect and file documentation from all teams within the LRCG
- Help to ensure allocated Post-Crisis follow up actions are completed
- Participate in the Post-Crisis Review
- Evaluate the effectiveness of the Recovery Coordination during the recovery and recommend any necessary changes to the room or associated procedures and implement if possible

Communications Officer

DUTY CARD 5. – COMMUNICATIONS OFFICER	
The Communications Officer reports to the LRCG Chair and coordinates and manages LRCG-related communication to stakeholders on behalf of the LRCG.	
Responsibilities Pre-Recovery	
• Attend meetings and training activities organised for the LRCG • Remain familiar with responsibilities within the LRCG • Understand each agency's role in relation to the response and recovery to ensure a coordinated recovery process involving all relevant agencies • Liaise with HMA representative to assist with dissemination of information	
Alert/Stand-By	
• Attend all LRCG briefings • Advise the LRCG on potential community and media requirements • Ensure resources are in place to manage media enquiries • Establish links with other agency communication representatives (i.e. WA Police Media Unit, etc.).	
Activation	
• Attend LRCG briefing • Begin initial actions from LRCG briefing • Provide ongoing advice to HMA and LRCG in relation to media communications • Liaise with other agencies to ensure a co-ordinated response to media enquiries • Provide support to the LRCG Chair in relation to media enquiries and response • Draft initial media materials on behalf of the LRCG Chair • Ensure all media materials go through the required approval processes.	
Recovery	
• Serve as the principal advisor to the LRCG Chair regarding interactions with the media and other stakeholders and advise him/her of any pressing media issues, concerns or problems • Establish a media briefing room • Prepare all external communication (media fact sheets, media releases, etc.) for approval by the LRCG Chair • Manage the information displayed on the Shire's website or related emergency recovery websites and any promotional material required • In consultation with the HMA, develop a stakeholder engagement strategy that covers both the response and recovery phases and implement this strategy • Keep informed of communication activities being conducted by other agencies and ensuring the LRC is made aware of the messages being communicated • Ensure all communication materials released by the LRCG follow the required approval processes	

- Keep in close contact with the communications representatives from other agencies (i.e. WA Police, Emergency Services,) as well as the relevant Ministerial media advisors
- Provide relevant information to other agencies on the Shire's disaster response, etc.
- Closely monitor media reports and social media engagement about the disaster and the recovery process and provide advice to the LRCG on the most appropriate response
- Attend HMA and LRCG meetings when required
- Carry out other duties as directed by the Chair

Post-Recovery

- Complete any follow up actions as directed
- Contribute to the Post-Crisis Review

Local Government Liaison Officer

DUTY CARD 6. – LOCAL GOVERNMENT LIAISON OFFICER	
The LG Liaison Officer reports to the LRCG Chair and maintains accurate, up to date incident documents. They collect, evaluate and display information about the incident, response operations, environmental conditions and incident resources.	
Responsibilities Pre-Recovery	
- Attend all meeting and training activities organised for the LRCG - Ensure status boards, charts, maps and other tools/aids are readily available - Understand each agency's role in relation to the recovery to ensure a coordinated recovery process involving all relevant agencies	
Alert/Stand-By	
- Proceed to the Incident Control Centre - Ensure documentation is in place ready for record keeping	
Activation	
- Start the LRCG Activity Log Sheet - Attend the LRCG initial meeting - Commence the LRCG Activity 1 Log Sheet	
Recovery	
- Update the status boards - Maintain a chronological log of events, paying special attention to times of significant activities and events - Ensure LRCG members are present for briefs as required by the Chair - Ensure that any LRCG member not able to attend a briefing session is updated - Manage the flow of hard copy information and retain copies for the permanent log - Manage the flow of hard copy information and retain copies for the permanent log - Regularly collate the notes (logs) from other LRCG groups (community, economic, environment, infrastructure and Shire-resourcing) into the LRCG Activity Log Sheet - Draft regular Situational Reports SITREPs for the approval and release of the Chair - Alert other LRCG members to major changes, issues and outstanding actions - Take digital photos of status boards before they are updated proactive' monitor all communication and record pertinent points as they arise	
Post-Recovery	
- Assist with the collection and filing of documentation from all teams within the LRCG - Ensure allocated Post-Crisis follow up actions are completed - Participate in the incident Post-Crisis Review - Contribute to the development of the recovery report - Assist with refurbishing the Incident Control Centre back to a 'ready' state.	

Local Volunteer Coordinator (LVC)

DUTY CARD 7. – LOCAL VOLUNTEER COORDINATOR (LVC)	
The LVC reports to the LRC. The LVC is responsible for recruiting, training, and overseeing volunteers. They place volunteers based on a LRC needs and the volunteers' education, experience, and area of interest.	
Responsibilities Pre-Recovery	
• Source and recruit volunteers through various channels • Collect information on availabilities and skills • Arrange for appropriate training as required • Keep detailed records of volunteers' information and assignments • Ensure the purpose of the organisation and its actions is clearly communicated to each volunteer • Follow and promote safe work practices/procedures in accordance to legislation • Ensure volunteer's personnel files contain all required, current and valid information including police checks, Working with Children Checks and any other necessary requirements specific to the volunteer's role • Ensure WHS training is completed before volunteer duties commenced • Ensure Shire of Gingin Volunteer Induction is completed before volunteer duties commenced	
Alert/Stand-By	
• Establish a list of activities that could be undertaken by volunteers to assist in recovery • Ensure documentation is in place ready for record keeping	
Activation	
• Placement of volunteers as per LRC requirements • Communicate frequently with volunteers to ensure they are satisfied and well-placed	
Recovery	
• Coordinate teams of volunteers for large-scale actions • Manage volunteer schedules, and organise ongoing training as required (volunteers should be rostered on for periods of no longer than 8.5 hours at one time, followed by a minimum 10-hour rest period. Shifts should overlap by a minimum of 30 minutes to enable briefings and handover) • Maintain accurate files on volunteers • Ensure all volunteers have a clearly defined role and role description upon commencement and a clear understanding of their role • Supporting volunteers through regular contact and providing pathways for the resolution of identified issues • Encourage volunteers to identify unsafe activities and areas, including ideas for improving safety standards	

Post-Recovery

- Assist with the collection and filing of all documentation from all volunteers post event
- Participate in the evaluation of services, systems and processes
- Ensure volunteers have access to appropriate counselling, as/if required
- Identify and actively participate in continuous improvement activities
- Contribute to advertisements, articles and content about volunteering for publications as required and ensure volunteers are given an opportunity to contribute to such content where appropriate
- Ensure volunteers are appropriately recognised, including acknowledging major achievements

Community Sub-Group Coordinator

DUTY CARD 8. – COMMUNITY SUB-GROUP COORDINATOR

The Community Coordinator is responsible for the delivery of community recovery services (inclusive of welfare recovery and financial assistance services) to individuals, families, sporting clubs, social groups and communities, including counselling and support recovery services.

Responsibilities Pre-Recovery

- Attend all meetings and training activities organised for the LRCG
- Identify and be aware of any existing social/community issues and/or sensitivities surrounding the Shire, that may arise during a recovery
- Keep abreast of content of the LEMP, LRP and Local Emergency Relief and Support Plan (LERSP, Dept. of Communities)
- Remain familiar with the range of financial services available and the appropriate referral processes
- Remain familiar with the range of financial services available and the appropriate referral processes
- Remain familiar with responsibilities within the LRCG
- Understand each agency's role in relation to the recovery to ensure a coordinated recovery process involving all relevant agencies

Alert/Stand-By

- Prepare for the initial meeting by:
- Collecting information regarding the community impacts, or likely impacts, associated with the situation at hand
- Establish contact with likely members of the Community Sub-Group and assist the LRC to organise attendance
- Consider what information / documents are relevant to the situation and may be beneficial at the initial meeting
- Be prepared to provide advice on the One Stop Shop requirements from a welfare and community recovery perspective and space for access to financial assistance information
- Attend the LRCG initial meeting.

Activation

- Begin initial actions as outlined in the LRP – delegate duties to sub-committee
- Proceed to the Incident Support Centre for the LRCG meeting
- Receive brief and note implications for the welfare recovery of the Shire
- Start documenting requirements for the welfare recovery of the Shire
- Update all members of the sub-committee and organise first meeting
- Hold first meeting of the sub-committee and provide overview of LRCG's priorities

Recovery

- Attend LRCG meeting and contribute to the initial recovery plan
- Brief Community Development and Services team on recovery plan priorities – delegate actions
- Liaise with other agencies and support groups involved with the activities of the Shire
- LERSP to reduce duplication of effort covering:
 - Communication with the community and other stakeholders
 - Catering
 - Accommodation
 - Personal support services
 - Counselling services
 - Outreach services
 - Financial assistance
 - Community recovery centres
- Keep the Chair regularly informed of above activities
- Attend all LRCG meetings and report back to sub-committee on outcomes
- Ensure all activities completed by the sub-committee are in keeping with the LRP developed by the LRCG
- Establish and implement a longer-term disaster recovery program in keeping with the plan developed by the LRCG
- In collaboration with other agencies develop a sustainable exit strategy

Post-Recovery

- Collect and file all sub-committee documentation
- Ensure allocated Post-Crisis follow up actions are completed
- Advise on welfare/community related issues at the Post-Crisis Review
- Conduct Inter-agency briefings and feedback sessions on the effectiveness of the social recovery program
- Complete any follow up actions as directed

Economic Sub-Group

DUTY CARD 9. – ECONOMIC SUB-GROUP COORDINATOR
The Economic Coordinator reports to the LRCG Chair and is responsible for focusing on the financial and economic recovery of the Shire. This includes public infrastructure, community facilities, business enterprises (commercial, industrial, retail, service, agricultural, etc.), residents and households.
Responsibilities Pre-Recovery
• Attend all meetings and training activities organised for the LRCG • Remain familiar with the range of economic services available and the appropriate referral processes • Remain familiar with responsibilities within the LRCG • Remain familiar with any plans developed by emergency management regarding disaster recovery • Understand each agency's role in relation to the recovery to ensure a coordinated recovery process involving all relevant agencies
Alert/Stand-By
• Prepare for the initial meeting by: ○ Collecting information regarding the economic impacts, or likely impacts, associated with the situation at hand ○ Establish contact with likely members of the Economic Sub-Group and assist the LRC to organise attendance ○ Consider what information / documents are relevant to the situation and may be beneficial at the initial meeting ○ Be prepared to provide advice on the One Stop Shop requirements from an economic recovery perspective • Attend the LRCG initial meeting.
Activation
• Proceed to the Incident Support Centre for the LRCG meeting • Provide detail on the economic impacts of the situation or what is required to make an assessment • Interpret information received at the meeting and provide guidance on the implications to the local economy • Provide advice on the recovery priorities from an economic perspective • Update others within emergency management and determine resource requirements
Recovery
• Continuously monitor the effects of the disaster on the Shire's economic viability • Assist the LRCG to develop strategies that will minimise the effects of the emergency on individuals and actively support the recovery of business and industry. This strategy should address the following:

- Communication — to community, local industries and businesses regarding the recovery process and resources available
- Financial assistance - to be accessed by businesses and individuals to aid economic recovery (government grants, appeal distribution and charitable payments)
- Industry support - work closely with specific industries (e.g. agriculture, tourism, etc.) that are impacted by the disaster and support them in the recovery process
- Local involvement - establish a reference group which is representative of business, community members, industry and other relevant groups
- Provide opportunities for reference group to assist in decision making and allocation of resources for the economic recovery of the Shire
- Conduct inter-agency briefings and feedback sessions on the progress of the economic recovery program
- Consult with the Chamber of Commerce & Industry and other industry groups
- Ensure there is effective and ongoing communication to relevant agencies, businesses and individuals in the community regarding the recovery process
- Work closely with specific businesses and community members/organisations that are impacted by the disaster and support them in the recovery process and available resources
- Regularly collect information from members of the Economic Group and provide updates to the remainder of the LRCG
- Attend LRCG briefings and keep in regular contact with the Chair on activities and progress

Post-Recovery

- Provide copies of any reports related to the economic recovery of the affected area to the LRCG
- Advise on economic related issues at the Post-Recovery Review
- Conduct inter-agency briefings and feedback sessions on the effectiveness of the economic recovery program

Environment Sub-Group coordinator

DUTY CARD 10. – ENVIRONMENT SUB-GROUP COORDINATOR	
The Environment Coordinator reports to the LRCG Chair and manages all environmental matters for the recovery including the responsibility for the provision of environmental health and the welfare for pets and livestock.	
Responsibilities Pre-Recovery	
• Attend all meeting and training activities organised for the LRCG • Identify and be aware of any existing environmental issues and sensitivities surrounding the Shire that may arise during an emergency or similar operation that may arise during a response • Remain familiar with responsibilities within the LRCG • Remain familiar with any plans developed by the Shire regarding disaster recovery • Understand each agency's role in relation to the recovery to ensure a coordinated recovery process involving all relevant agencies • Be aware of any environmental groups who may seek to be involved	
Alert/Stand-By	
• Proceed to the Incident Support Centre • Prepare for the initial meetings by the Chair / LRCG by: ○ Collecting information regarding the environmental impacts, or likely impacts, associated with the situation at hand ○ Establish contacts with likely members of the Environment Sub-Group and assist the LRC to organise attendance ○ Consider what information / documents are relevant to the situation and may be beneficial at the initial meeting • Attend the LRCG initial meeting	
Activation	
• Proceed to the Incident Support Centre for the LRCG briefing • Provide detail on the environmental impacts of the situation or what is required to make an assessment • Interpret information received at the meeting and provide guidance on the implications to the local environment • Provide advice on the recovery priorities from an environmental perspective • Update others relevant Shire Offices accordingly	
Recovery	
• Coordinate welfare for evacuated pets and livestock in accordance with Animal Welfare in Emergencies Plan • Coordinating environmental health services • Continuously monitor the effects of the disaster on the Shire's environment • Advise on potential environmental issues and areas of possible escalation	

- Determine whether additional environmental personnel or technical specialists (disposal, wildlife, etc.) are needed, and if so, coordinate their activation and supervise their activities
- Involve members of environmental bodies in key decision-making
- Conduct inter-agency briefings and feedback sessions on the progress of the environmental recovery program
- Monitor response and recovery activities to ensure compliance with relevant environmental legislation
- Monitor and assess the environmental consequences of clean-up operations.
- Attend LRCG briefings and keep in regular contact with the Chair on activities and progress

Post-Recovery

- Provide copies of any reports related to the environmental recovery of the affected area to the LRCG
- Advise on environment related issues at the Post-Recovery Review
- Conduct inter-agency briefings and feedback sessions on the effectiveness of the environmental recovery program.
- Complete any follow up actions as directed

Infrastructure Sub-Group Coordinator

DUTY CARD 11. – INFRASTRUCTURE SUB-GROUP COORDINATOR

The Infrastructure Coordinator reports to the LRCG Chair and manages all issues relating to the effective recovery of the physical infrastructure in the community including communications systems, transport systems, public utilities (power, water, sewerage and drainage) and buildings affected by an emergency or disaster.

Responsibilities Pre-Recovery

- Attend meeting and training activities organised for the LRCG
- Remain familiar with the range of repair and re-establishment of infrastructure services available and the appropriate referral processes
- Remain familiar with responsibilities within the LRCG
- Understand each agency's role in relation to the recovery to ensure a coordinated recovery process involving all relevant agencies

Alert/Stand-By

- Prepare for the initial meeting by the Chair by:
 - Collecting information regarding the current or likely impacts on infrastructure associated with the situation at hand
 - Establish contact with likely members of the Infrastructure Group and assist the LRC to organise attendance
 - Consider what information / documentation is relevant to the situation and may be beneficial at the initial meeting.
- Attend the initial LRCG meeting

Activation

- Proceed to the Incident Support Centre for the LRCG meeting
- Provide detail on the impacts on infrastructure from the situation or what is required to make an assessment
- Provide advice on the recovery priorities from an infrastructure perspective

Recovery

- Survey the damage and determine the extent to which normal operations have been compromised
- Implement the infrastructure elements of the recovery plan (i.e. construct, rebuild and/or re- establish infrastructure and systems)
- Source and mobilise funding, equipment, supplies, personnel and back-up support to enable the subsequent phases of recovery to take place
- Keep the Chair updated on activities relating to infrastructure recovery
- Attend LRCG briefings on behalf of the Infrastructure Group and keep in regular contact with the Chair on activities and progress
- Conduct inter-agency briefings and feedback sessions on the progress of the infrastructure recovery program

Post-Recovery

- Develop the infrastructure report for approval by the LRCG
- Collect and file all documentation relating to infrastructure recovery
- Advise on infrastructure related issues at the Post-Crisis Review
- Conduct inter-agency briefings and feedback sessions on the effectiveness of the infrastructure recovery program
- Complete any follow up actions as directed

Shire Resourcing Coordinator Sub-Group

DUTY CARD 12. – SHIRE RESOURCING SUB-GROUP COORDINATOR

The Shire Resourcing Coordinator reports to the LRCG Chair and is responsible for the internal Shire deliverables and requirements specific to local recovery coordination. This includes financials assistance, human resource support and management, information/data management and any other area that has been identified (for inclusion) with respect to the specific to the emergency situation.

Responsibilities Pre-Recovery

- Attend all meetings and training activities organised for the LRCG
- Remain familiar with responsibilities within the LRCG
- Remain familiar with any plans developed by emergency services regarding disaster recovery
- Understand each agency's role in relation to the recovery to ensure a coordinated recovery process involving all relevant agencies

Alert/Stand-By

- Prepare for the initial meeting by:
 - Collecting information regarding the financial impacts, or likely impacts, associated with the situation at hand
 - Consider staffing and data/information management requirements for activation if required
 - Consider what information / documents are relevant to the situation and may be beneficial at the initial meeting.

Activation

- Attend the LRCG meetings
- Provide detail on the financial and resourcing impacts of the situation or what is required to make an assessment
- Interpret information received at the meeting and provide guidance
- Provide advice on the recovery priorities from a financial and Shire resourcing perspective
- Update others within emergency services and determine resource requirements.

Recovery

- Continuously monitor the effects of the disaster on the Shire's financial viability and any implications to the Shire including resourcing capacity
- Assist the LRCG to develop strategies that will minimise the effects of the emergency on individuals and actively support the recovery of business and industry. This strategy should address the following:
 - Financial assistance - to be accessed by businesses and individuals to aid economic recovery (government grants, appeal distribution and charitable payments)
- Management of DRFAWA claims

- Managing distribution of LMDRF funds
- Ensure there is effective and ongoing communication to relevant stakeholders regarding the recovery process
- Attend LRCG briefings and keep in regular contact with the Chair on activities and progress

Post-Recovery

- Provide copies of any reports related to the financial recovery and Shire resourcing of the affected area to the LRCG
- Advise on financial related and/or Shire resourcing issues at the Post-Recovery Review
- Conduct inter-agency briefings and feedback sessions on the effectiveness of the Shire resourcing sub-group involvement in recovery.

SPONTANEOUS RESPONDERS

Spontaneous responders are unaffiliated, unaffected persons who first appear at the scene of an emergency situation or witness it, who are not associated with any recognised disaster response agency.

Registration, coordination and management of spontaneous responders is difficult to oversee, but best efforts will be made to collate required information by the HMA or a support agency and/or organisation where possible.

Volunteers will be utilised on a needs basis, determined by the LRCG.

Coordination of Spontaneous Volunteers

As the Shire of Gingin is responsible for ensuring compliance with Work Health and Safety (WHS) legislation, the SoG requires all its volunteers and contractors to complete an induction and some basic WHS training.

The LRC will initially be responsible for overseeing volunteer activities and if the event dictates the necessity to do so, they will delegate and activate a Local Volunteer Coordinator (LVC) who will report directly to the LRC.

Within the first few days of an emergency occurring, the Shire of Gingin will receive numerous offers of voluntary assistance. It is important to harness this enthusiasm so that offers and opportunities are not lost. There are likely to be two sources of volunteers:

1. Clubs, community groups and other non-government organisations; and
2. Members of the general public (spontaneous volunteers).

Volunteers affiliated with an organisation will generally be managed by the organisation of membership and are likely to have specific skills to perform assigned roles (e.g. CWA, Lions Club, etc).

Volunteers from the general public (individuals and private companies) who offer assistance on an ad-hoc basis require careful management and coordination.

Volunteer Information Forms must be completed by SoG staff whenever an offer of assistance is made, and they should be forwarded to the LVC for consideration. Consideration should be given to establish a list of activities that could be undertaken by volunteers to assist in the recovery effort. The LVC should assist the LRCG to coordinate donations of services/labour to assist with recovery.

The [Spontaneous Volunteer Management Resource Kit](#) is available as a guide.

Refer to *Part 6: Finance* in this document for information regarding community financial assistance and donations.

Registration

It is the responsibility of the LVC to oversee the registration of all volunteers who are under the direction and control of the Shire of Gingin, regardless of whether they are individuals or belong to a community group or club. This must occur during all recovery activities including emergency

recovery and evacuation centre activities. For insurance purposes, it is paramount that any volunteer under the direction and control of the Shire of Gingin must be registered and “signs on” prior to participating in any task, with clear instructions disseminated and acknowledged. All volunteers must “sign off” on the completion of the volunteers’ shift.

Allocation of Tasks

The LVC is responsible for matching volunteers’ skills and resources to required tasks, bearing in mind the needs of the community and individuals. Tasks assigned must be meaningful with clearly defined roles and must be recorded. The LRC with direction from the LRCC is responsible for creating the tasks to be allocated. All tasks allocated must be authorised by the LRC to ensure the duplication of tasking is avoided.

Hours of Duty

Where applicable, volunteers should be rostered on for periods of no longer than 8.5 hours at one time, followed by a minimum 10-hour rest period. Shifts should overlap by a minimum of 30 minutes to enable briefings and handovers to their relief to occur. Meal breaks should be planned for, with the LVC responsible for all volunteer rostering. All rostering must be authorised by the LRC to ensure the duplication of resources is avoided.

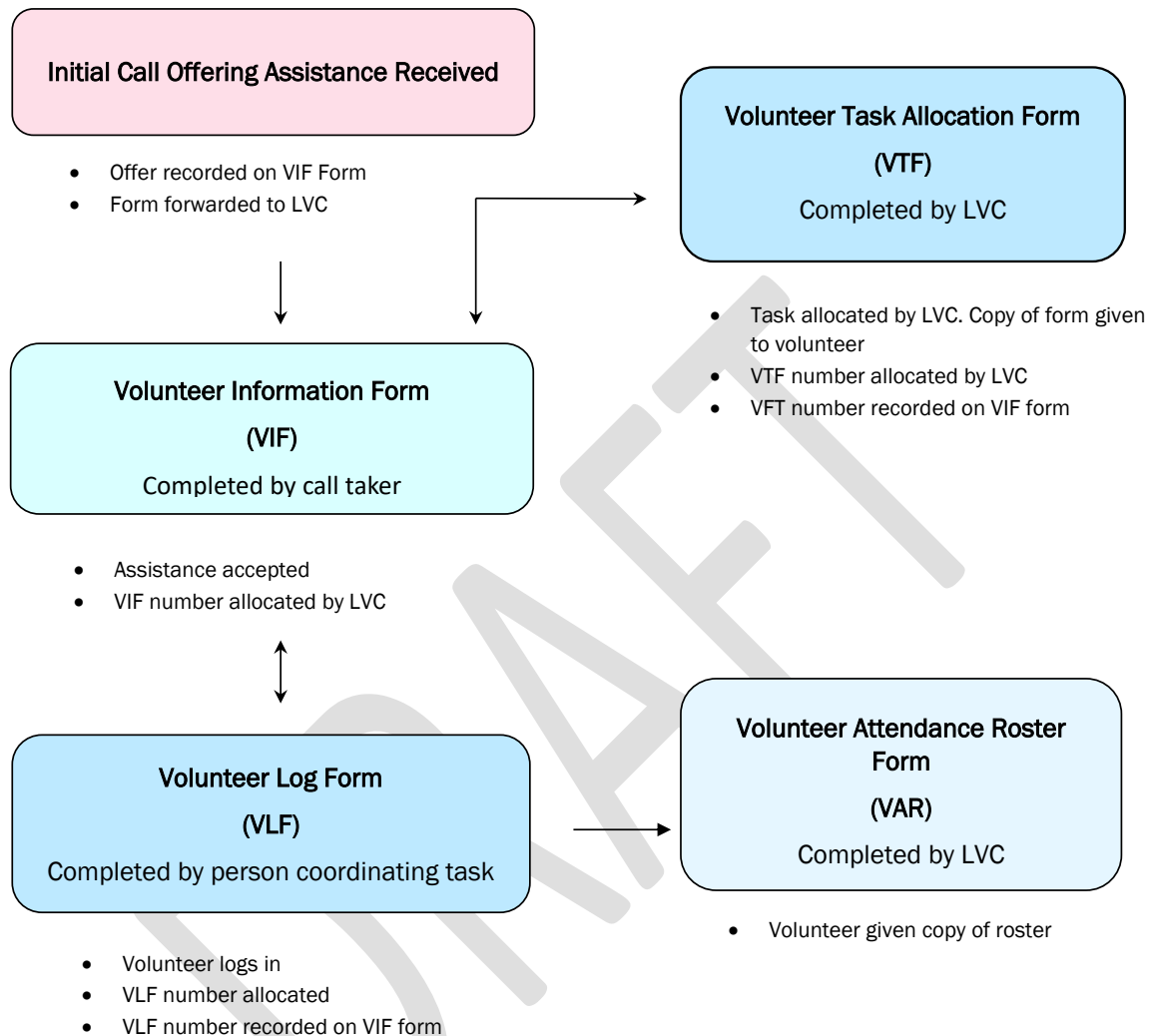
Identification

The LVC shall provide all volunteers with appropriate identification, the minimum standard being a name tag and fluoro vest.

Other

The LVC shall conduct regular briefing and debriefing of volunteers. Access to appropriate counselling must be provided to all workers, as an acknowledgement that high levels of both acute and ongoing stress, and direct exposure to trauma, may be experienced.

Volunteer Tasking Form Flow Chart



COMMUNITY REACTIONS

It is important to understand the common reactions that individuals and the affected community, as a whole, experience when they are touched by an emergency. Understanding the psychosocial impacts of emergencies can provide insight to assist people get back on their feet and to re-establish their post-emergency life.

Following a disaster, people frequently feel stunned, disoriented, or unable to integrate distressing information. Once these initial reactions subside, people can experience a variety of thoughts and behaviours. Commonly, impacted community members may respond with:

- Intense or unpredictable feelings. They may be anxious, nervous, overwhelmed, or grief-stricken. They may also feel more irritable or moody than usual.
- Changes to thoughts and behaviour patterns. They might have repeated and vivid memories of the event. These memories may occur for no apparent reason and may lead to physical reactions such as rapid heartbeat or sweating. It may be difficult to concentrate or make decisions. Sleep and eating patterns also can be disrupted; some people may overeat and oversleep, while others experience a loss of sleep and loss of appetite.
- Sensitivity to environmental factors. Sirens, loud noises, burning smells, or other environmental sensations may stimulate memories of the disaster creating heightened anxiety. These “triggers” may be accompanied by fears that the stressful event will be repeated.
- Strained interpersonal relationships. Increased conflict, such as more frequent disagreements with family members and coworkers, can occur. They might also become withdrawn, isolated, or disengaged from your usual social activities.
- Stress-related physical symptoms. Headaches, nausea, and chest pain may occur and could require medical attention. Pre-existing medical conditions could be affected by disaster-related stress.

The Community Reaction to Disasters diagram (to follow) illustrates the four-stage cycle of emotions that people are likely to experience after being impacted by an emergency.

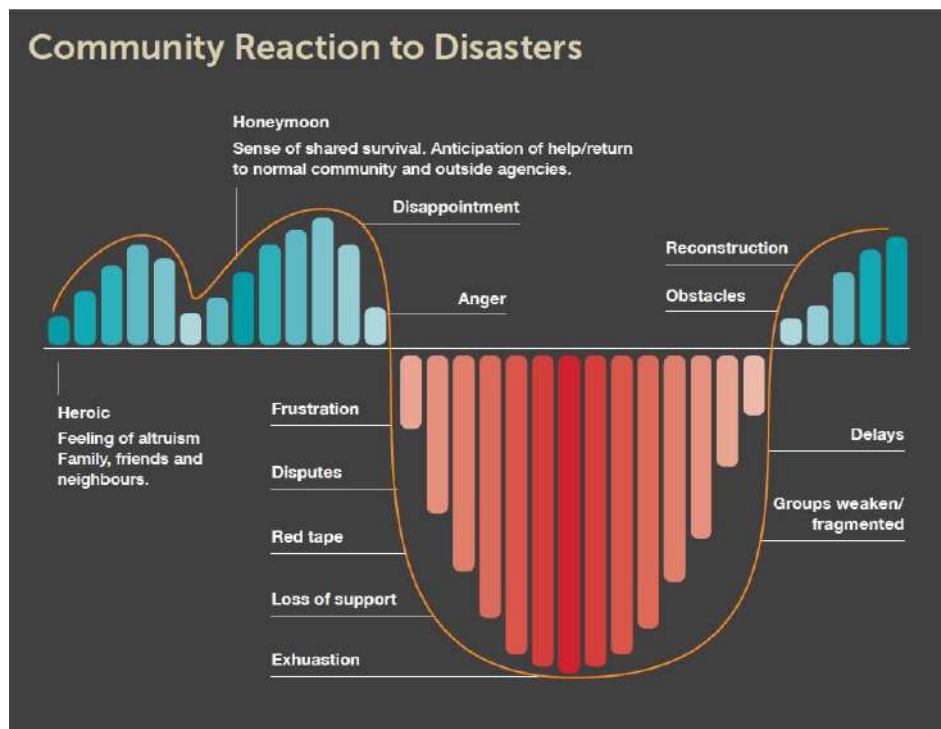
1. Heroic Phase: This phase usually occurs directly after the disaster, when heroic actions are taken to help people recover from and/or survive a disaster. The media may be just arriving on the scene or not yet arrived at this phase.

2. Honeymoon Phase: In this phase people draw together to solve problems in an intense showing of community. Media interest is intense during this phase. This phase generally lasts from one week to six months.

3. Disillusionment/Disappointment Phase: People begin to get a mentality of “everyone for himself” when delays and other issues common with disaster set in. About this time media interest begins to fade and blame is assigned. This phase could extend from two months to one or more years.

4. Reconstruction Phase: People start to pull together again to get things done, delays in the process continue to garner negative feelings and reactions. The media may revisit the disaster at this time (one-year anniversaries, etc.)

This process is indicative only and it should not be read as a sequential process, but as a guide to help anticipate predictable challenges in the recovery stage.



It is important that all recovery communications are mindful of the cycle detailed above. By understanding this, recovery communications can be carefully tailored for the community as they move through each phase.

Actions and Strategies

To assist the LRC and the LRCG a listing of recovery activities that may be undertaken together with suggested strategies has been provided. The list is not exhaustive but is meant as a prompt to initiate discussion and planning.

Activities:

- One Stop Shop (location to be advised)
- Short Term Accommodation
- Counselling
- Establish and managing emergency financial relief schemes
- Surveying and assessing the damage to public and private property
- Repairing and/or replacing public utilities, services and assets
- Assisting with the repair or replacement of private property
- Initiating programs to stimulate community morale and economic growth

- Managing environmental rehabilitation programs
- Coordinating recovery and research agencies
- Revision of Land Use/ Planning schemes

Strategies:

Community Involvement Strategies

- Maximise the use of local resources, groups and individuals
- Promote prior community awareness and education
- Involve people in their own and their community's recovery
- Maintain continuous liaison between emergency teams, volunteer groups and community organisations
- Create opportunities for local decision making
- Ensure self-determination in restoration planning
- Maintain a co-operative relationship between volunteers and imported specialists
- Use local suppliers
- Empower the community as quickly as possible

Recovery Information Strategies

- Provide regular updates on:
 - Current state and extent of the disaster,
 - Actual and proposed official response
 - Desired community response
 - Advice to isolated families
- Ensure everybody understands the situation and the opportunity for personal counselling
- Provide for advocacy by agencies and organisations
- Information may be made available to the public using a combination of the methods such as;
 - One Stop Shop
 - Door Knocks
 - Outreach Programs/Needs Assessments
 - Information Sheets and or/ Community Newsletters

Recovery Assistance Strategies

- Provide for special needs of aged, CaLD, people with disability, First Nations, children etc
- Make food, shelter, clothing, health and emergency finance available immediately
- Deliver services in a simple & caring manner with minimal disruption to existing processes
- Ensure recovery and evacuation centre cater for privacy and individual care
- Ensure emergency workers receive ongoing support, debriefing, relief and rest
- Maximise financial aid and minimise material aid

Accountability Strategies

- Ensure the affected community is involved in the allocation and distribution of material and financial resources
- Assist the community in ensuring there is accountability in the use of resources

Strategies for Grants, Loans and Gifts

- Ensure there is community involvement in determining criteria
- Communicate entitlement criteria for financial support & grants immediately
- Alterations to criteria must be communicated clearly to the community
- Consider non-English speaking groups in designing information for grants
- Maintain confidentiality

Strategies to Maintain Family Cohesion

- Keep families together during evacuation and resettlement
- Ensure all policies and processes support the family's ability to recover

Considerations:

- Restoration of essential services
- Allocation of limited resources
- Aid management
- On-going welfare requirements
- Health issues
- Law and order, including security
- Communications
- Transport, including the status of all roads and airfields
- Utilities
- Business/commercial and rural sector requirements
- Residential property damage
- Social concerns, including psychological impacts and stress symptoms
- Recovery of educational establishments and review of their use during the response phase

Issues:

- Acceleration of pre-event economic trends – will the community continue to prosper or regress?
- Prioritisation (domestic vs commercial) – population density is likely to capture and determine prioritisation.
- Monitor print and broadcast media and counter misinformation.
- Prolonged welfare assistance.
- Political will to acknowledge liability or to accord special funding.
- The need to clarify with regard to insurance issues.

- Difference of expectations between Local, State and Federal Government.
- Restoration to what level?
 - Is it affordable?
 - Is it a priority?
 - Is it legal?
- Determining who pays.

Recovery Centre and One-Stop-Shop

The purpose of a Recovery Centre (RC) and a One Stop Shop (OSS) is to bring together all agencies involved in the recovery process to ensure effective communication and coordination of resources, information and tasks.

The LRC will decide where to establish the RC (which could be on-going for a significant length of time) and the OSS (usually immediate and shorter length of time), which will depend upon the location, extent and severity of the emergency. Alternative centres will be explored as required on availability of premises following an event.

Australian Red Cross

The Australian Red Cross has over 100 years' experience of dealing with people in crisis. A wide range of helpful resources can be found on the Australian Red Cross website (<https://www.redcross.org.au/emergencies/resources/>) to help communities prepare for, respond to and recover from disasters.

Shire of Gingin Staff

Staff Considerations

To ensure the continuity of regular business processes, the demands of recovery operations on staff should be considered. It may be necessary to employ additional staff to ensure the Shire continues to fulfil critical service obligations to the community. The extent of the recovery operations should not be underestimated, as recovery can be a complex and lengthy process. Depending on the nature of the event, some recovery services may be required for months or even years after.

Staffing levels

In the event of a large-scale emergency, the Shire's management should assess staffing needs, as soon as possible, to ensure adequate resourcing is available. If appropriate, a request for assistance may be forwarded to the LRCG for consideration.

Stress and fatigue

Senior staff are responsible for considering and monitoring the effects of fatigue, stress, and pressure on staff throughout the recovery process. Additionally, there may be situations where

some staff members live in the affected community and have been personally affected by the disaster. Dependent on the nature and impact of the disaster, Council and Human Resources Officers should consider additional support for staff.

Staff communication

It is imperative that all staff be regularly briefed and kept up to date with all activities and progress of recovery. Every day staff communicate with a broad range of community members so can confidently understand and relate the extensive activities and actions the Shire and its LRCG are currently engaged in. SITREPs should be posted prominently within the workplace.

The Shire will instigate a formal debriefing arrangement for all staff as they transition from recovery back to their normal duties.

RECOVERY CHECKLISTS FOR LRCG AND LRC

Short-Term

Immediate - One Week

Task Description	EMLR	LRC	LRA
Within 12-24 hours			
Contact and alert key local/agency contacts, including Incident Controller and DA.			
Liaise with CA and participate (or nominate the Local Government Liaison Officer or CEO) in the Incident Support Group and/or Operations Area Support Group.			
Identify special needs and vulnerable people such as: youth, the aged, people with disability, First Nations people, CaLD people, and isolated and transient people.			
Consider fatigue management for self and recovery staff (contact EM agencies for advice/support).			
Consider what support is required, such as resources to maintain records of events and actions.			
Brief media on the recovery, ensuring accurate and consistent messaging (use the Communications Plan in Emergencies, or seek advice and support from recovery agencies).			
Within 48 hours			
LRC to ensure receipt of the initial impact assessment from the CA.			
LRC and local government to determine the need to convene a LRCG and brief members.			
In conjunction with the State Recovery Coordinator, the LRC and local government are to participate in the determination of the level of State involvement in the recovery effort.			
Meet with agencies involved with recovery operations to determine priority actions.			
Develop and implement an event specific Communication Plan, including public information, appointment of a spokesperson and the local government's internal communication processes.			
Manage offers of assistance, volunteers and donated money. Liaise with the LMDRF, if activated, on eligible criteria and procedures for payments to affected individuals. The procedures commence through the local government. Refer to the <i>State Emergency Management Local Recovery Guidelines, Appendix Seven</i> for the criteria and procedures.			

Task Description	EMLR	LRC	LRA
Activate outreach program to meet immediate needs and determine ongoing needs. Consider the need for specialist counselling, material aid, accommodation, financial assistance and social, recreational and domestic facilities (liaise with the Department of Communities).			
Report on likely costs and impact of recovery activities and establish a system for recording all recovery expenditure (such as keeping all receipts and providing timesheets for paid labour).			
Consider setting up a call centre with prepared responses for frequently asked questions (FAQ). Place the collated FAQs on the local government's website or link for the disaster event, and/or printed materials, as appropriate (choose suitable medium/s for various audiences).			
Within 1 week			
Participate in consultation for completion of Impact Assessment by the CA.			
Establish LRCG subcommittees, if needed, based on the 4 environments: community, environment, economic, infrastructure and Shire resourcing (determine functions and membership. Refer to the State EM Local Recovery Guidelines, Appendix Seven: Sample Recovery Subcommittee Role Statements.			
Depending on extent of the damage, the LRC and LRCG should develop an Operational Recovery Plan which determines the objectives, recovery requirements, governance arrangements, resources and priorities that is specific to the event. Refer to the <i>State EM Local Recovery Guidelines, Appendix Six: Operational Recovery Plan Template</i> .			
If the event has been proclaimed an eligible natural disaster under the DFRWA, be aware of process requirements for eligible assistance measures.			
Liaise with DA and recovery agencies to coordinate local management of recovery process.			

(Please note timeframes are a guide only and the listing is not exhaustive)

Medium – Long Term

(1 To 12 Months+)

Task Description	EMLR	LRC	LRA
Within 1 to 12 months (or longer-term recovery)			
Promote community engagement in recovery planning including involvement in the development of the LRP, which may also improve confidence in recovery and generate a sense of ownership for the Plan, as well as increasing recovery awareness.			
Ensure the completed LRP clearly identifies recovery and operational arrangements such as any agreements made between local governments or emergency management; roles; responsibilities; and records of all recovery expenditure and resources used.			
Determine longer-term recovery strategies that include psychosocial support.			
Debrief recovery agencies and staff.			
Implement transitioning to mainstream services in consultation with the local government or the State Recovery Coordinator, if applicable.			
Evaluate effectiveness of recovery within 12 months of the emergency, including: - lessons identified and implementation of projects/plans/training to address the lessons - developing recovery strategies/programs/training and education, in consultation with the community, that strengthens community preparedness and resilience for future events.			
Recovery communication and community engagement – throughout the recovery effort.			
Effective recovery communication addresses, at a minimum: - the how: community meetings, printed materials, noticeboards, websites, social media, etc. - the who: wide variety of groups, including special needs groups - the what: what has happened, what are the issues, what services/information are available - the where: provide information any place where people spontaneously/normally congregate.			

Task Description	EMLR	LRC	LRA
Set-up relief, recovery centres/one stop shops, that provide the community access to all recovery services for the short, medium or long term. These services provide the opportunity for face-to-face information and resources, as well as a central repository for up-to-date local, community and agency specific information, outreach programs, etc.			
Arrange community initiatives, or accommodate and support community-led initiatives, such as: - community information forums, or neighbourhood or community meetings which can include congregations of sporting, spiritual, recreational and school groups - community or social events, street/neighbourhood barbeques, memorials, anniversaries - a central website with links to relevant government and non-government service information; establish email networks; and the provision of social media.			
Plan and implement a Community Engagement Strategy, using the following as a basic guide: - establish a target audience: consider demographics, groups and networks - determine matters to be communicated: what information is needed from the community and what information is needed to be provided to the community - methods of communication: consider appropriate methods/mediums for various audiences.			
Establish, or support, community briefings, meetings and information in the recovery context that provide: - clarification of the emergency event (CA) - advice on services available (recovery agencies) - input into development of management strategies (local government and recovery agencies) advice to affected individuals on how to manage their own recovery, including the provision of public health information and psychosocial support (local government, specialist advisers, and government agencies such as the Department of Communities).			
Arrange community meetings and recovery information forums, with clear objectives and purpose, which help in providing information, gathering concerns, dispelling rumour, correcting misconceptions, and raising the profile of the recovery effort. For public meetings, consider: the patronage, agenda, process of conducting the meeting,			

Task Description	EMLR	LRC	LRA
speakers, subject matter, complaint process, strategies to deal with, and follow up, concerns or complaints • have representatives from EM disciplines to give factual information • psychosocial issues appropriate communication strategies for special needs and vulnerable people and groups.			

DRAFT

OPERATIONAL RECOVERY PLANNING

Following a major emergency, where substantial recovery planning is required, an operational recovery plan should be prepared by the LRCG. The operational recovery plan should describe the extent of damage and detail arrangements for restoration and reconstruction of the affected community.

Information required in the Operational Recovery Plan:

Section 1 – Introduction:

Background on the nature of the emergency or incident – Compile the type of event and basic outline of sequence of events.

Aim or purpose of the plan – Like all management tools, think about why you are engaged in recovery and what you hope to achieve overall.

Authority for plan – As a LG you are charged with the responsibility of recovery under the *Emergency Management Act 2005*.

Section 2 – Assessment of Recovery Requirements:

Details of loss and damage – Residential, commercial, and industrial buildings, transport, essential services (including state and local government infrastructure). Your primary Impact Statement (IS) from HMA will give you an initial overview. This can be added to when subsequent reports are made.

Estimates of costs of damage – You may get indications from the IS. Further indications could be from insurance agencies, also lifeline infrastructure may assist assessment.

Temporary accommodation requirements – Include details of evacuation centres opened, displaced persons, need for temporary accommodation, relocating displaced persons.

Additional personnel requirements (general and specialist) – It is imperative that you enlist as much help as you can in the initial stages. This may be specialist assistance or simply manpower to cope with the increased workloads.

Human services (personal and psychological support) requirements – On completion of Community/Individual Needs Assessment, you would have initial contact with your affected community ascertaining what physical and psychological resources are required in the immediate, short and medium term, understanding the impact on community.

Health issues – Medical/Health personnel and Council EHOs will assess any significant issues (water, food spoilage, medical supplies, or medivac).

Section 3 – Organisational Aspects:

Details the composition, structure and reporting lines of the groups, sub-committees and working groups set up to manage the recovery process.

Details the inter-agency relationships and responsibilities.

Details the roles, key tasks and responsibilities of the various groups/committees and those appointed to various positions including the LRC.

Section 4 – Operational Aspects:

Details resources available and required – Give list of resources deployed and confer with the LRCG network for future resources.

Redevelopment Plans (includes mitigation proposals for betterment) – This could be inappropriate in the early stages, however, should be part of the Long-Term Recovery Strategy in future reporting.

Reconstruction restoration program and priorities – Detail agencies engaged in their specialist fields and estimates for re-establishing lifelines, waste, and restoration.

Includes programs and strategies of government agencies to restore essential services – Consider betterment when engaged in rebuilding.

Includes the LG program for community services restoration – Local events, meetings, coffee get togethers, recreation, breakfast BBQs, etc.

Financial arrangements – Assistance programs DRFAWA, insurance, public appeals, LMDRF, and physical and monetary donations.

Public information dissemination – From the Communication Plan outline what and how your communication is being staged.

Section 5 – Administrative Arrangements:

Administration of recovery funding – General financial issues.

Public appeals policy and administration – Including policies and strategies for office and living accommodation, furniture and equipment details for additional temporary personnel.

Information management processes – How is the management and recording process being undertaken.

Reporting rhythm – Who, when and how is the reporting being undertaken.

Section 6 – Conclusion

Give an overall summary highlighting immediate, short, medium and long-term priorities and timetable.

LOCAL RECOVERY CENTRE (RC) GUIDELINES AND EVENT GUIDELINE

Aim

To assist the affected community in its medium to long-term recovery by providing coordinated agencies to attend to psychosocial support in a neutral environment, ensuring people feel safe, welcome and comfortable.

Considerations

Objectives

The objectives of a Recovery Centre are to:

- Connect people with each other and with agencies and organisations which can assist them in their recovery
- Identify vulnerable individuals or families that may require immediate assistance from service providers who can address their particular needs and what those needs may be
- Promote the importance of wellness and provide practical tools for coping with trauma and grief
- Provide regular, high-quality information on recovery milestones and other important information related to the recovery and be known as the primary location for up-to-date information
- Promote and demonstrate disaster preparedness to reduce the anxiety that may be felt within the community due to its experience
- Acknowledge the psychological challenges and complexities faced by the affected community

Location

Ideally, the Recovery Centre will be in a central location to the affected community and to public transport.

Building Features: Specific features to consider in a potential building include:

- Being accessible for disabled persons
- Having a reception area and a comfortable place for people to wait
- Having large rooms that will be suitable for office space
- Having an interview room for appointments with individuals and families
- Easily accessible public toilets
- A multipurpose function room that has the Shire capability for meetings and events
- Having storage such as a shed for storing 'new' donated items
- Large enough kitchen suitable for catering for small events and acting as a staff room
- Adequate parking is readily available
- Where possible, include a separate space for individuals with sensory needs

Set-Up

Suggestions to consider for physically setting up a Recovery Centre include:

- Office furniture including desks, chairs, bookshelves, white boards, waiting room couch, meeting room, fold out tables (light easy to move)
- Office equipment including computers, printer, photocopier, phones
- Secure disposal of confidential papers
- Essential services such as power, phone and internet will need to be connected
- Signage for the public and visiting stakeholders so location is easy to find
- Children's corner with colouring in books and pencils and small toys
- Artwork to lighten and brighten the mood

Steps to establish Recovery Centre

Not all local governments will have the convenience of a spare building that is ready to be occupied. The following options may need to be considered:

- Rental or lease agreement for building
- Building modifications
- Mobile office building (donga)
- Arrange hire, lease or purchase of office equipment
- Second-hand furnishing
- Cleaning and rubbish collection

Record Keeping

The Emergency Management Act 2005 allows information to be shared between State Agencies and Local Government. It is recommended that the LRC keeps a master database that records:

- The property address
- Is it destroyed or damaged
- Owner contacts (including email, mobile number)
- Renter's contacts (if rental or Department of Housing)
- Insured or uninsured
- Received Centrelink immediate payment
- Received assistance from Department of Communities
- Applied for Lord Mayor's Disaster Relief Fund (LMDRF)
- Email collection for Newsletter and other important information
- Received Outreach from Australian Red Cross

Managing the Recovery Centre (RC)

The following should be considered when operating the RC:

- All staff at the RC should wear identification such as name badges that show the organisation they work for
- Beware of and monitor health and safety issues, paying particular attention to staff stress and security for the staff and building
- Establish a process for regular operational staff briefing and debriefing

Recovery Events

RC Staff will likely attend a wide range of recovery events that are located at the RC or within the affected area.

Natural community desire will be to have social gatherings for its demographics; for example, farmers will want to gather with other farmers. Recovery activities will need to be flexible so they fit in with the community's recovery as people's circumstances change.

To assist with managing recovery events see to follow Recovery Event Planning Template.

Closing the Recovery Centre (RC)

The following should be considered when closing the RC:

- The RC will become an important point of community focus and solidarity. It is not unusual for the centre to open for months or even years
- Liaise with key stakeholders to establish the appropriate time for the RC to be closed and report to LRCG
- Communicate, well in advance, with the community that the centre will be closed and on what date
- Ensure all people who have used the centre are contacted and notified of how they can access services in the future
- Consider a public function to thank all involved or have an official closing ceremony
- Consider an article in the local newspaper about closing the centre, what its purpose was, what it accomplished, services provided to the community
- Synchronise closure of the recovery centre and formal cessation of recovery with community celebration.

ACCESSING SUPPORTING DOCUMENTS AND TEMPLATES

For Shire managed documents and templates please contact:

Local Recovery Coordinator

mail@gingin.wa.gov.au

08 9575 5100

DRAFT

12.3 ESTABLISHMENT OF CEO SELECTION PANEL

File	PER/8-61
Author	James Bayliss - Acting Chief Executive Officer
Authorising Person	Linda Balcombe - President
Refer	PER/8-61
Appendices	1. Shire of Gingin Standards for CEO Recruitment [12.3.1 - 7 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider the establishment of a Chief Executive Officer (CEO) Selection Panel, appointment of Council members to the Panel and engagement of a suitably qualified consultant so that the process of recruitment can commence.

BACKGROUND

The appointment of a CEO is one of the most significant responsibilities of a local government Council. Under the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996*, Councils are required to undertake a recruitment and selection process that is transparent, merit-based and consistent with the adopted CEO Recruitment, Performance and Termination Standards.

In June 2021 Council adopted Standards for CEO Recruitment, Performance and Termination as required under the *Local Government (Administration) Regulations 1996*. The Standards require that Council establish a Selection Panel to work through the recruitment process. A copy of the adopted Standards is provided (**see appendices**).

COMMENT

Establishment of Selection Panel

The number of Councillors appointed to the Panel is to be decided by Council, but membership must include at least one independent person who is not a Council member, an employee of the local government or a human resources consultant engaged by the local government.

Whilst the Standards don't impose any limit on the number of Councillors to be appointed as members, common practice is to appoint no more than four Councillors and Council has followed this practice when previously establishing a CEO Selection Panel.

It is therefore recommended that Council appoint a Selection Panel of four Councillors, plus one independent Panel member who is to be recommended to Council by the Selection Panel following a public call for expressions of interest. Whilst not mandatory, it is usual for the President to be a member of a CEO Selection Panel given the close working relationship between the positions of President and CEO as mandated under the *Local Government Act 1995*. Again, Council has previously followed this convention. It is also recommended that consideration be given to appointing the Deputy President as a Panel member.

It is not envisaged that the Selection Panel will have any delegated decision-making powers. Rather it will provide recommendations with respect to the various components of the recruitment process to Council for determination.

Once Council appoints its representatives to the Panel, an urgent meeting will be called to consider and make recommendations to Council with respect to:

1. The process to be followed for, and the selection criteria to be applied to, the appointment of the required independent Panel member; and
2. Commencing engagement with the appointed consultant to facilitate the recruitment process.

If/when decisions of Council are required, it is probable that Special Council meeting(s) will be called for efficiency purposes as opposed to waiting for the monthly Ordinary Meetings.

The Panel will assess applications received for the independent Panel member position and make a recommendation to Council with respect to the preferred applicant. As soon as the position is filled, a Panel meeting will be called to progress the recruitment process.

The first task of the Panel, with the assistance of the appointed consultant, will be to draft a position description which sets out the duties and responsibilities of the position and the selection criteria for the position. This position description must then be adopted by an absolute majority decision of Council.

Following the conclusion of the application period, the Selection Panel will, with the assistance of the appointed consultant, conduct the assessment of applicants and provide to Council a summary of its assessment of each applicant and a recommendation as to which applicant is considered suitable to be appointed to the position of CEO.

Alternatively, if the Panel considers that none of the applicants are suitable for the position, then it must recommend that a new recruitment and selection process be carried out, together with the changes (if any) that the Panel considers should be made to the duties and responsibilities of the position or the selection criteria.

The process of recruitment once the recruitment consultant is appointed will approximately take between 8-10 weeks. It may then be that a successful applicant will need to provide 12 weeks' notice to their current employer from the date of contract signing (if they are an existing CEO or Director).

Appointment of Council Members to CEO Selection Panel

On the assumption that two of the Panel member positions will be filled by the President and Deputy President, there will be 2 vacancies to be filled by Councillors.

Councillors will be asked to indicate their interest in being appointed to the Panel, and if more nominations than vacancies are received, then an informal "first past the post" election process will be conducted at the meeting with the results being included in the recommendation for formal endorsement.

Engagement of Consultant

At the request of the President, quotes were sought from Lester Blades, Ohura Consulting, Beilby Downing Teal and Mills Recruitment. All consultants are professionals in the local government sector and are suitably qualified to undertake the process.

Owing to the commercially sensitive nature of the information provided, the quotations are provided as Confidential Appendices.

It is suggested that Council accept the proposal submitted by Mills Recruitment.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 5 Administration

Division 4 Local government employees

S. 5.39A Model standards for CEO recruitment, performance and termination

Local Government Act 1995

Part 6 – Financial management

Division 4 – General financial provisions

S.6.8 Expenditure from municipal fund not included in annual budget

Local Government (Administration) Regulations 1996

Part 4 Local government employees

Reg. 18FA Model standards for CEO recruitment, performance and termination (Act s.5.39A(1))

Local Government (Administration) Regulations 1996

Schedule 2 Model standards for CEO recruitment, performance and termination

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

The engagement of a consultant to facilitate the CEO recruitment process is not provided for in the adopted 2025/26 Budget. It is proposed that an amount of \$11,700 be transferred from surplus funds in the legal expenses budget in accordance with the table below.

GL/Project	Description	Current Budget	Revised Budget	(Surplus/ Deficit)
120402850	OTH GOV – Legal Exp Mun	\$120,000	\$108,300	(\$11,700)
120402050	OTH GOV – Recruitment	\$0	\$11,700	\$11,700
		Closing Surplus	\$0	

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

MOTION/OFFICER RECOMMENDATION

MOVED: Councillor Woods

SECONDED: Councillor Hyne

That Council:

1. Agree to establish a CEO Selection Panel consisting of 4 Councillors (including the Shire President and Deputy Shire President) and 1 independent member to oversee the engagement of a successful candidate to the position of CEO of the Shire of Gingin; and
2. Confirm the appointment of the following 4 Councillors to the CEO Selection Panel:
 - a. Councillor Balcombe;
 - b. Councillor Peczka;
 - c. Councillor; and
 - d. Councillor;
3. Agree to engage Mills Recruitment to facilitate the CEO recruitment process; and
4. Agree to amend the adopted 2025/26 Budget to enable the engagement referred to in point 3. above in accordance with the following table:

GL/Project	Description	Current Budget	Revised Budget	(Surplus/Deficit)
120402850	OTH GOV – Legal Exp Mun	\$120,000	\$108,300	(\$11,700)
120402050	OTH GOV – Recruitment	\$0	\$11,700	\$11,700
		Closing Surplus		\$0

VOTING REQUIREMENTS - SIMPLE MAJORITY

AMENDMENT MOTION

MOVED: Councillor Stewart

SECONDED: Councillor Wilkie

That Council amend the motion by:

1. Deleting Parts 1 and 2;
2. Adding the following Parts:
 1. That Council agree to establish a CEO Selection Panel consisting of:
 - a. Six councillors to be appointed to the Panel; and
 - b. One independent person.
 2. Authorise the CEO Selection Panel to conduct and facilitate the CEO recruitment and selection process and make recommendations to Council regarding the appointment of a Chief Executive Officer.
 3. That the CEO Selection Panel provide all records from the selection process to the whole of Council to be considered as part of the agenda item before any final appointment is made; and
3. Renumbering Parts 3 and 4 accordingly.

FOR: *Councillor Peczka, Councillor Stewart, Councillor Wilkie and Councillor Weeks*

AGAINST: *Councillor Balcombe, Councillor Kestel, Councillor Hyne and Councillor Woods*

Reason for Amendment

The *Local Government (Administration) Regulations 1996* require the Selection Panel to be made up of elected members (the number of which is determined by Council) and must include at least one independent person.

There being an equal division of votes, Cr Balcombe (Presiding Member) exercised her casting vote and voted AGAINST the motion.

LOST
4 / 5

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

COUNCIL RESOLUTION

MOVED: Councillor Woods

SECONDED: Councillor Hyne

That Council:

1. Agree to establish a CEO Selection Panel consisting of 4 Councillors (including the Shire President and Deputy Shire President) and 1 independent member to oversee the engagement of a successful candidate to the position of CEO of the Shire of Gingin; and
2. Confirm the appointment of the following 4 Councillors to the CEO Selection Panel:
 - a. Councillor Balcombe;
 - b. Councillor Peczka;
 - c. Councillor Kestel; and
 - d. Councillor Hyne.
3. Agree to engage Mills Recruitment to facilitate the CEO recruitment process; and
4. Agree to amend the adopted 2025/26 Budget to enable the engagement referred to in point 3. above in accordance with the following table:

GL/Project	Description	Current Budget	Revised Budget	(Surplus/Deficit)
120402850	OTH GOV – Legal Exp Mun	\$120,000	\$108,300	(\$11,700)
120402050	OTH GOV – Recruitment	\$0	\$11,700	\$11,700
		Closing Surplus		\$0

CARRIED BY ABSOLUTE MAJORITY

5 / 3

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka and Councillor Woods*

AGAINST: *Councillor Stewart, Councillor Wilkie and Councillor Weeks*

Shire of Gingin Standards for CEO Recruitment,
Performance and Termination

Division 1 – Preliminary provisions

1. Citation

These are the *Shire of Gingin 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 Gingin;

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

3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

4. 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 —
 - (a) 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
 - (b) 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.

13 REPORTS - CORPORATE SERVICES

COUNCIL RESOLUTION

MOVED: Councillor Balcombe

SECONDED: Councillor Stewart

That Council agree that the meeting may continue for one more hour in accordance with Cl.4.8 of the Meeting Procedures Local Law 2014

**CARRIED UNANIMOUSLY
8 / 0**

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*
AGAINST: *Nil*

13.1 DEPARTMENT OF TRANSPORT AND MAJOR INFRASTRUCTURE SERVICES - SERVICE AGREEMENT RENEWAL (12 MONTHS)

File	INF/17
Author	Ross Harper – Coordinator Customer Experience
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	- DTM I 751126 Shire of Gingin - Non Road Law Agreement - DRAFT (12 months) [13.1.1 - 42 pages] - DTM I 751126 Shire of Gingin - Road Law Agreement - DRAFT (12 months) Schedule B corrected [13.1.2 - 58 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To seek Council authorisation to execute the Department of Transport and Major Infrastructure (DTMI) Road Law Agreement and Non-Road Law Agreement for the provision of Licensing Services within the Shire of Gingin for a period of 12 months commencing 1 July 2026.

BACKGROUND

The Shire of Gingin currently operates as an agent for the DTMI (formerly the Department of Transport) under existing Road Law and Non-Road Law Agreements due to expire on 30 June 2026. The current arrangements have been in place for five years and provide licensing and related services to the local community on behalf of the DTMI.

Shire officers proactively engaged with the DTMI several months in advance of the expiry of the existing agreements. However, the DTMI did not provide a formal response to the Shire until May 2026, at which time it advised that new agreements would be required to be executed prior to 1 July 2026 as the current agreements do not contain any provision for extension, holdover, or periodic continuation.

Given the limited timeframe and the need to avoid being bound to a longer term arrangement that may not adequately reflect the Shire's increasing costs and service delivery requirements, the Administration proposed that any new agreements be limited to a 12 month term only, to allow for a comprehensive review and further negotiation.

Correspondence has subsequently been received from the DTMI offering new agreements for the continued provision of Licensing Services and Non-Road Law Functions for a period of 12 months commencing 1 July 2026 (**see appendices**).

Under the proposed new 12 month agreements:

- Commission rates payable to the Shire will increase by 4.6% in line with Consumer Price Index adjustments; and
- Agreement terms have been updated to reflect current operational requirements.

Over the course of the existing arrangement, and due to population growth across the Shire of Gingin and surrounding regions, operational costs associated with delivering the service have increased significantly, requiring two full-time staff to support ongoing service delivery. The duties of these staff include DTMI licensing functions, all front-facing enquiries for Shire business, and management of the incoming telephone call line, which together form the organisation's primary point of public contact.

While DTMI services are intended to be a secondary function, in practice they are increasingly detracting from core Shire business, with resourcing and service focus progressively shifting toward DTMI-related transactions. As a result, it is timely to review the adequacy of current commission arrangements, service delivery expectations, and future infrastructure requirements associated with continued operation of the service. The proposed 12 month agreement term will provide sufficient time for further discussions with the DTMI regarding:

- Increased financial contribution toward service delivery, including contribution to any future fit out of the Shire's building to support this service;
- Review of current fee and commission arrangements;
- Service delivery expectations and long-term sustainability;
- Budgeting, design and planning for future infrastructure and facility upgrade requirements; and
- Assessment of any impact on local service demand for Gingin should the proposed Lancelin licensing agent be implemented.

Executed agreements are required to be returned to the DTMI by 23 June 2026.

COMMENT

The current agreements have generally operated effectively, however, several operational and strategic matters have been identified which warrant review prior to entering any longer-term contractual commitment with DTMI.

Data collected over the past six months indicates that the Shire experiences a high level of demand for this service, with approximately 65–75% of daily counter transactions relating to licensing and associated functions. This sustained demand highlights the importance of the service to the local community but also places considerable pressure on frontline customer service operations and reduces the Shire's capacity to support its primary function.

This pressure is further amplified by the integrated nature of the Shire's front counter configuration, where DTMI services and general Shire enquiries are delivered from shared service points.

As a result, periods of high demand or complex licensing transactions, particularly international and interstate transfers (which can take up to 1.5 hours) can significantly impact wait times and service delivery for other customers. Operational efficiency is also affected by intermittent technical issues associated with DTMI-provided systems, including connectivity and the rollout of new hardware.

The DTMI has noted that transaction volumes have continued to increase in recent financial years and is considering further analysis, which would include further studies and site visits at selected agent locations, to better understand processing timeframes and service impacts.

The Shire has previously investigated the redesign of its front counter to assist with efficiency, however at that time the budget for this project was reprioritised.

Reconfiguration is still required in Administration's opinion, and options to improve separation between licensing and general Shire services to improve customer flow and efficiency should be reconsidered for future financial years if this service is to continue. Discussions with the DTMI have indicated that the DTMI is open to making a financial contribution toward potential fit-out and/or upgrade works, pending further negotiations and data over the next 12 months,

The DTMI has also advised that it is progressing planning for the potential establishment of a new licensing agent in Lancelin in the second half of 2026, subject to procurement outcomes. This has the potential to influence future service demand at the Shire's Gingin Administration Office and will require monitoring over the term of the 12 month agreement (if successful).

In addition, the Shire continues to experience substantial population growth, with the current population estimated at ~6,600 (2025) projected to increase to approximately ~7,900 by 2031. This ongoing growth is expected to result in continued increases in demand for DTMI services.

These factors indicate that infrastructure and facility upgrade requirements are likely to emerge over the short to medium term which will require future planning and budget consideration.

A short-term 12 month agreement will therefore provide an appropriate period for the Shire and the DTMI to undertake a structured review of:

- service delivery expectations;
- operational sustainability and transaction efficiency;
- funding and commission arrangements;
- asset upgrades and infrastructure requirements;
- physical service configuration and customer flow; and
- cost recovery mechanisms.

This period will also allow the Shire to monitor potential impacts associated with the establishment of a Lancelin licensing agent.

At this stage, a 12 month agreement term is considered the most appropriate approach as it ensures continuity of service while allowing sufficient time for review, system improvement discussions, and informed decision-making regarding future arrangements.

RISK IMPLICATIONS

Failure to enter into the proposed agreements will result in the expiry of the current agency arrangement effective 30 June 2026, which would lead to the cessation of the DTMI licensing services being delivered by the Shire from 1 July 2026.

This would significantly impact community access to licensing services and require alternative service delivery arrangements to be implemented by the DTMI, causing reputational risk to the DTMI and inadvertently the Shire.

Conversely, there is also financial and operational risk associated with entering into longer-term arrangements prior to completion of a review of service delivery costs, infrastructure requirements, system performance issues, and potential regional service impacts.

The proposed 12 month agreement term mitigates these risks by ensuring continuity of service delivery while allowing sufficient time for detailed review, engagement with the DTMI, and consideration of future service delivery and funding arrangements.

STATUTORY/LOCAL LAW IMPLICATIONS

The agreements relate to the provision of licensing services and non-road law functions under a formal agency arrangement.

No specific statutory or local law implications have been identified.

POLICY IMPLICATIONS

Nil.

BUDGET IMPLICATIONS

The Shire has averaged an income from the DTMI over the past five years of approximately \$70-80k annually, steadily increasing due to demand, with the proposed new agreements allowing for a 4.6% increase in rates effective from 1 July 2026 in accordance with Consumer Price Index adjustments advised by the DTMI.

Notwithstanding this proposed increase in revenue, there remains a need to undertake a broader review of this service. Outcomes of this review over the next 12 months may result in future budget implications, which will be reported to Council as required.

Should the Shire continue to deliver DTMI licensing services over the medium to long term (5–10 years), consideration of the 2026/27 budget and impacts to long-term financial planning needs to be undertaken, with potential costs pertaining to:

- Appropriate fit-out and reconfiguration of the front counter/foyer to enable clearer separation between Shire operations and DTMI licensing functions; and
- Additional resourcing, including the requirement for an additional part-time or full-time employee to assist with the increasing demand for this service.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.5 Key Stakeholder Partnerships - Foster applicable relationships and partnerships with key stakeholders to achieve outcomes.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Stewart

SECONDED: Councillor Woods

That Council accept the offer from the Department of Transport and Major Infrastructure for Agreement No. DTMI751126 – Provision of Licensing Services in the Shire of Gingin for a period of 12 months commencing 1 July 2026, to allow for budget and service delivery planning for this service

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

OFFICIAL: SENSITIVE/Commercial



Government of **Western Australia**
Department of **Transport**
and **Major Infrastructure**

**DTMI751126 AGREEMENT FOR THE PROVISION OF NON-ROAD LAW FUNCTIONS IN
THE SHIRE OF GINGIN**

BETWEEN:

The **Chief Executive Officer of the Department of Transport and Major Infrastructure** of
140 William Street, Perth, Western Australia 6000 (**the Principal**)

AND:

The **Shire of Gingin**, a body corporate with perpetual succession under the *Local Government
Act 1995* (**the Agent**)

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OFFICIAL: SENSITIVE/Commercial

DTMI751126 Agreement for the Provision of non-Road Law Functions in the Shire of Gingin

This Agreement is made the _____ day of _____ 2026.

BETWEEN:

The Chief Executive Officer (CEO) of the Department of Transport and Major Infrastructure of 140 William Street, Perth, Western Australia 6000 (**the Principal**)

AND

The Shire of Gingin (ABN 85 679 704 946) of 7 Brockman Street, Gingin Western Australia 6503 (**the Agent**)

RECITALS:

- A. The Chief Executive Officer (CEO) performs Non-Road Law licensing and regulatory functions under the *Western Australian Marine Act 1982*, *Western Australian Photo Card Act 2014*, and *Motor Vehicle Driving Instructors Act 1963*.
- B. The CEO also exercises delegated functions from the Director General of the Department of Local Government, Industry Regulation and Safety (DLGIRS) under the *Control of Vehicles (Off-road Areas) Act 1978*.
- C. The Agent has agreed to perform the Non-Road Law functions on behalf of the CEO under this Agreement.
- D. The Parties enter this Agreement to set out the rights and obligations associated with the delivery of those services.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

Agreement means this document and any Schedules and annexures hereto.

Auditor General means the Auditor General of Western Australia.

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

Business Rules means the business rules set out in Schedule 5 and those that the Principal informs the Agent in writing are applicable from time to time for undertaking the Services.

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

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

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

- (a) is by its nature confidential; or
- (b) is specified by the Principal or the Agent to be confidential, including the information specified at Schedule D of the Road Law Agreement; or

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DTMI751126 Agreement for the Provision of non-Road Law Functions in the Shire of Gingin

- (c) the other party knows or reasonably ought to know is confidential; and
- (d) includes all details relating to the Services undertaken by the Agent, including internal processes of the Principal, policies and procedures which are not otherwise able to be obtained publicly, and details from the Department's Systems and Databases which contains personal and financial details of Customers, and such information the Agent is provided either by the Principal or Customers, directly or indirectly, and are either directly, or indirectly related to the Services.

CPI means the Perth Consumer Price Index (Consumer Price Index, Australia: All Groups, Index Numbers – Perth) from the preceding March quarter published by the Australian Bureau of Statistics.

Criminal Code means the *Criminal Code Act Compilation Act 1913*.

Customer means those persons who use the Services supplied by the Agent under the Agreement.

Department means the Department of Transport and Major Infrastructure or such other person or government agency which is responsible for assisting the Principal with the administration of this Agreement.

Department's Systems and Databases means the restricted-access computer systems maintained by the Principal, including TRELIS, T-One, VIS, LAPS and any other system to which the Principal grants secure credential-based access.

Direct Debit Request means an authority and request for the Principal to debit the Agent's nominated bank account on the conditions set out in Schedule A.

Direction includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, rejection, request or requirement of the Principal in relation to the provision of the Services.

Event of Default means if any of the following events arise in relation to the Agent or its Personnel:

- (a) the Agent breaches an obligation under the Agreement that cannot be remedied, including a breach of its confidentiality obligations; or
- (b) the Agent breaches any other obligation under the Agreement and that breach is not remedied within two (2) Business Days after the Principal gives a notice to the Agent requiring the breach to be remedied, or within a later period specified by the Principal in the notice; or
- (c) the Agent commits three (3) separate breaches of its obligations under the Agreement over any twelve (12) month period, whether or not the Principal has given the Agent notice of any such breaches and whether or not the Agent has rectified such breaches; or
- (d) a representation or warranty made by the Agent under the Agreement becomes untrue or is breached; or
- (e) an Insolvency Event occurs in respect of the Agent; or
- (f) the Agent ceases, or in the reasonable opinion of the Principal will imminently cease, to carry on business, or the Agent threatens to cease, or is unable to carry on a material part of its business required for the performance of the Services; or
- (g) the Agent fails to pay the Principal any revenue collected on the Principal's behalf or otherwise fails to comply with its revenue collection, reconciliation or banking obligations; or
- (h) the Agent or its Personnel misuse, disclose, improperly access, or permit unauthorised use of the Department's Systems and Databases, Records or Confidential Information; or

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DTMI751126 Agreement for the Provision of non-Road Law Functions in the Shire of Gingin

- (i) the Agent fails to notify the Principal of any matter that may adversely affect the Agent's ability to perform the Services, including system issues, security incidents, or circumstances that may compromise data integrity or compliance; or
- (j) the Agent attempts to transfer, assign or otherwise deal with any rights or obligations under this Agreement without the Principal's prior written consent; or
- (k) any of the Agent's Personnel is or has at any time been convicted of a criminal offence that is punishable by imprisonment or detention that has not been disclosed to the Principal, and the Principal has not provided their prior written consent; or
- (l) if the Agent is a body corporate, the Agent is convicted of a criminal or statutory offence that is punishable by a fine or penalty of, or exceeding \$10,000; or
- (m) in the reasonable opinion of the Principal, the reputation of the Principal, the State of Western Australia or the Government of Western Australia is, or is likely to be, damaged by any act or omission of the Agent; or
- (n) the Agent refuses to comply with any reasonable Direction given by the Principal; or
- (o) where applicable, the Agent breaches its duty under the *Local Government Act 1995*; or
- (p) if the Road Law Services Agreement is terminated in accordance with the breach provisions of that agreement.

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

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

GST has the same meaning as in the GST Act.

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

Incapacitating Event means where the Agent:

- (a) is a natural person who dies, ceases to be of full legal capacity or otherwise becomes incapable, for any reason, of managing his own affairs; or
- (b) is a body corporate with a sole director, and that director dies, ceases to be of full legal capacity or otherwise becomes incapable of managing their own affairs.

Insolvency Event means the happening of any of these events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:
 - (i) is wound up or dissolved; or
 - (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or

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DTMI751126 Agreement for the Provision of non-Road Law Functions in the Shire of Gingin

- (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
 - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - (ii) stops or suspends payment of all, or a class of, its debts; or
 - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (A) insolvent or unable to pay its debts when they fall due; or
 - (B) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
 - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
 - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) in relation to a natural person, that person presents an intention under section 54A of the *Bankruptcy Act 1966* (Cth); or
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

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

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

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

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

Personnel means all employees of the Agent, and any other persons engaged, retained or appointed by the Agent in connection with the supply of the Services, where the Agent has the right to direct and control the performance of the Services by those persons.

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DTMI751126 Agreement for the Provision of non-Road Law Functions in the Shire of Gingin

Personnel Confidentiality Undertaking means the document provided by the Agent's Personnel set out in Schedule 4.

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

Premises means any premises listed in Schedule 6 which are owned or occupied by the Agent.

Principal means the Chief Executive Officer of the Department of Transport and Major Infrastructure. References to the "CEO" are only used where required by statute.

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

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

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

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

Services means the functions the Agent will perform on the Principal's behalf as described in Schedule 1, to be supplied by the Agent in accordance with this Agreement.

Term means the length of time specified in Schedule 9.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

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

2 APPOINTMENT OF AGENT

2.1 The Principal appoints the Agent to act on behalf of the Principal for the provision of Services for the Term.

2.2 The Agent accepts the appointment and shall perform its duties under this Agreement to the best of their ability and strictly in accordance with the legislation relevant to the provision of Services.

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DTMI751126 Agreement for the Provision of non-Road Law Functions in the Shire of Gingin

- 2.3 The Agent will act in accordance with the Business Rules as they apply from time to time.

3 APPLICABLE LAW

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

4 TERM OF AGREEMENT

- 4.1 This Agreement will begin on the Commencement Date and will be valid for the Term.
- 4.2 Subject to the Principal's entire discretion, the Principal may by notice in writing invite the Agent to extend the Term for a further period or periods.
- 4.3 This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

5 SERVICES

The Agent acknowledges and agrees that it must perform the Services on behalf of the Principal and in accordance with the Business Rules.

6 OBLIGATIONS OF THE AGENT

- 6.1 The Agent covenants and agrees with the Principal:
- (a) to collect the Principal's revenue and fees payable for transactions in relation to the Services, in accordance with provisions for the collection of revenue as set out in clause 4 of the Road Law Agreement ; and
 - (b) to notify the Department of any moneys banked for the credit of the Department's account.
- 6.2 The Agent shall not have authority to undertake any other functions that are not set out in this Agreement.

7 LIABILITY AND INDEMNITY

- 7.1 The Agent indemnifies the Principal, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:
- (a) any breach of an obligation under the Agreement by the Agent or any Employee; or
 - (b) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or
 - (c) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.
- 7.2 The Agent's liability under the indemnity in clause 7.1 shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Principal, the State of Western Australia or their respective officers, employees or agents.
- 7.3 The Principal agrees to use his best endeavours to cooperate with the Agent, in respect of the conduct of any defence, or the agreement of any settlement, of any third-party action, suit, claim, demand or proceeding the subject of the indemnity under clause 7.1.

8 PUBLICITY

- 8.1 Unless the Principal gives their prior written consent, the Agent shall not:
- (a) use the Department's or State of Western Australia's name and/or logo or coat of arms.
 - (b) make any statement concerning the Agreement, in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documentation necessary under statutory reporting requirements.
- 8.2 The Principal may use the Agent's name and logo for reasonable promotional or publicity purposes (regarding this Agreement) at the Principal's discretion, and the Principal shall acknowledge the role of the Agent to the extent that is reasonable within the circumstances.

9 AUDITS AND ACCESS TO RECORDS

- 9.1 The Agent shall:
- (a) allow the Principal or their authorised representative to have reasonable access to inspect any Premises and equipment (where applicable) used or occupied in connection with this Agreement;
 - (b) allow the Principal or their authorised representative to have reasonable access to all Records, excluding personnel records, pertaining to this Agreement in the custody or control of the Agent;
 - (c) allow the Principal or their authorised representative to examine, audit, copy and use any Records, excluding personnel records, pertaining to this Agreement in the custody or control of the Agent;
 - (d) maintain accurate and complete Records of all work pertaining to this Agreement carried out during the Term;
 - (e) allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement; and
 - (f) provide for the care, safety, security and protection of all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent, and all property supplied by the Principal to the Agent in connection with the Agreement.
- 9.2 The powers and duties of the Auditor General under law are not limited or otherwise affected by the terms and conditions of the Agreement.
- 9.3 This clause survives expiration or termination of the Agreement.

10 REDUCTION, SUSPENSION AND TERMINATION

- 10.1 Notwithstanding any other provisions of this Agreement, the Principal may by written notice to the Agent, do one or more of the following actions.
- (a) reduce the scope of Services;
 - (b) temporarily suspend this Agreement;
 - (c) terminate this Agreement by notice, effective from the date set out in the notice; or
 - (d) terminate this Agreement immediately if an Event of Default occurs.
- 10.2 In exercising the powers under clause 10.1:

- (a) upon receiving notice under clause 10.1, the Agent must cease the provision of all Services either immediately or within the time period as set out in the notice;
 - (b) the Agent will not be entitled to compensation including loss of prospective profits.
- 10.3 Notice by the Principal in accordance with this clause does not relieve the Agent of any of its warranties and obligations set out in this Agreement including those that continue after termination including confidentiality, record-keeping and return of property obligations.
- 10.4 In the event of suspension of this Agreement by the Principal, the Agent must immediately cease performing all Services for the duration of the suspension period.
- 10.5 **Ending of Suspension**
 - (a) The Principal may end the suspension at any time by written notice to the Agent.
 - (b) At the end of the suspension, the Agent's access to the Department's Systems and Databases will be restored and therefore all rights and obligations of the Principal and the Agent under the Agreement recommence.
- 10.6 **Consequences of Suspension, Reduction, Expiration or Termination**
 - (a) The suspension, reduction, expiration or termination of this Agreement does not affect any rights, liabilities or obligations under this Agreement as a result of anything occurring before the suspension, reduction, expiration or termination.
 - (b) On expiration or termination of the Agreement, the Agent must as soon as practicable:
 - (i) deliver to the Principal all Records as required by the Principal;
 - (ii) cease all access by the Agent and the Agent's Personnel to the Department's Systems and Databases;
 - (iii) cease to provide the Services;
 - (iv) return all the Principal's Property, including vehicle licence plates and information technology hardware (excluding printers); and
 - (v) in every other respect cooperate with the Principal as reasonably required by the Principal in order to minimise any loss, damage or inconvenience to the Principal resulting from the expiration or termination of the Agreement.
- 10.7 **Termination by Mutual Agreement**

If the Agreement is terminated by mutual agreement, and on the initiation of the Agent, the Agent agrees to continue to perform the Services for a period agreed by the Agent and the Principal to enable the Principal to establish alternative arrangements for the performance of the Services.
- 11 **EVENTS OF DEFAULT AND INCAPACITATING EVENTS**
- 11.1 **Principal's discretion**

Where an Event of Default or Incapacitating Event occurs, the Principal may, at its discretion:

 - (a) issue a written notice requiring the Agent to rectify the Event of Default within 10 Business Days; or
 - (b) immediately suspend the Agreement or any of the Services; or
 - (c) terminate this Agreement immediately in accordance with clause 10.

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DTMI751126 Agreement for the Provision of non-Road Law Functions in the Shire of Gingin

11.2 Agent to notify of Events of Default and Incapacitating Event

The Agent must promptly notify the Principal of the occurrence of any

- (a) Event of Default, and
- (b) Incapacitating Event or any matter which may in whole or in part impede the Agent's ability to perform the Services.

11.3 Principal's rights

The rights of the Principal under this clause are in addition to any other rights, powers or remedies available to the Principal under this Agreement or under law.

12 POLICE CLEARANCE

12.1 The Principal may request the Agent at any time, to obtain and provide to the Principal an Australia-wide police clearance in respect of any of the Agent's Personnel.

12.2 In addition to the obligations set out in this Agreement, in the event that the Agent becomes aware that a criminal charge has been laid or may be laid against it or its Personnel, it will immediately notify the Principal.

13 PERSONNEL

13.1 The Agent must ensure that only the Agent's Personnel carry out the Services.

13.2 Notwithstanding other rights and remedies or actions available to it, the Principal may require the removal from the undertaking of Services of any Personnel.

13.3 The Agent must immediately comply with a request under clause 13.2 and ensure that the Employee does not access the Principal's Physical Stock, Records and/or the Department's Systems and Databases.

14 NON-ASSIGNMENT

14.1 The Agent shall not assign any of its obligations, rights, benefits or interests under this Agreement.

14.2 The Agent shall not sub-contract the Services to another person or entity.

15 ACCESS AND CONFIDENTIALITY

15.1 The Agent acknowledges that during this Agreement, the Agent will have access to Confidential Information, both oral and written or in other material form, belonging to members of the public that the Principal is required to keep confidential. The Agent may use Confidential Information solely for the purpose of performing its obligations under this Agreement and the obligation to maintain confidentiality continues after termination of this Agreement.

15.2 The Agent acknowledges and agrees that the provisions of the Road Law Agreement clause 10.1 (Access and Records) and clause 10.2 (Agreement Disclosure) will apply.

15.3 Use of Confidential Information

The Agent acknowledges and agrees that the provisions of clause 10.4 (Confidentiality) of the Road Law Agreement will apply in respect to the use of Confidential Information.

15.4 Use of the Department's Systems and Databases

The Agent acknowledges and agrees that the provisions of clause 10.3 (Use of the Department's Systems and Databases) of the Road Law Agreement will apply in respect to the use of the Department's Systems and Databases.

15.5 Privacy

The Agent agrees to:

- (a) comply with all privacy laws in relation to personal information, whether or not the Agent is an organisation bound by the privacy laws;
- (b) indemnify the Principal and the State of Western Australia, their officers and agents against liability or loss arising from, and any costs, charges and expenses incurred in connection with the use or misuse of the Confidential Information and / or breach.

16 RETURN OF CONFIDENTIAL INFORMATION AND PHYSICAL STOCK

16.1 The Agent will return all Records containing Confidential Information and Physical Stock immediately:

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

17 LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK

17.1 The Principal, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement.

17.2 The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement.

18 VARIATIONS

Except as provided in clause 19.3, clause 19.4, clause 19.5 and clause 19.6, any variation to this Agreement shall only be valid if approved by the Principal and executed by the Parties in writing.

19 GENERAL

19.1 If any provision of this Agreement is held unenforceable or void, the remaining provisions must be enforced in accordance with their terms.

19.2 This Agreement:

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

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

19.4 The Schedules 3 and 7 may be varied at the sole discretion of the Principal by the issuing of a notice in writing to the Agent.

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

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

20 INSURANCE

- 20.1 The Agent must ensure that the insurances required under clause 13 of the Road Law Agreement are in place and maintained, and that each such policy extends to cover the Agent's liabilities arising under this Agreement as well as the Road Law Agreement.
- 20.2 If, and to the extent that, the insurances required under the Road Law Agreement do not extend to cover liabilities under this Agreement, the Agent must take out and maintain such additional or amended insurance as is necessary to provide that cover.
- 20.3 For the avoidance of doubt, clauses 13.2 to 13.8 of the Road Law Agreement (reputable insurer, evidence, maintenance, incidents/claims, continuing obligation, no limitation) apply in relation to the insurances required under this clause 20 as if set out in full.

21 AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS

21.1 Agent's General Warranties

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

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

21.2 General Warranties Made Continuously

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

21.3 Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
 - (i) all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent; and
 - (ii) all property, information technology equipment and software applications supplied by the Principal to the Agent in connection with the Agreement;
- (b) immediately notify the Principal if any warranty in clause 21.1 is breached or ceases to be accurate;

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- (c) securely manage and destroy any waste documentation containing Confidential Information;
- (d) securely return by the Principal's approved courier or nominated representative, at the Principal's cost, all obsolete vehicle number plates to the Principal's nominated contractor for destruction;
- (e) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Principal's approved courier or representative;
- (f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;
- (g) comply with all State and Commonwealth laws relevant to the Agreement;
- (h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;
- (i) cooperate fully with the Principal in respect of the administration of the Agreement;
- (j) ensure that no Personnel cause the Agent to breach the Agreement; and
- (k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

21.4 Warranties and Indemnity

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

21.5 Conflict of Interest

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

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Databases or undertakes a transaction on behalf of a friend or relative or on the Personnel's own record, without first obtaining the Principal's approval.

21.6 Agent's Obligation for Services Directly to the Public

The Agent must:

- (a) to the extent practicable, implement the Principal's 'Disability Access and Inclusion Plan' (DAIP) prepared under the *Disability Services Act 1993* and available at the Principal's website:

<http://www.transport.wa.gov.au/aboutus/disability-access-and-inclusion-plan.asp>

or comparable Commonwealth provisions;

- (b) provide a report to the Principal by 30 June in each year of the Term reporting on the extent to which the Agent has implemented the Principal's DAIP; and
- (c) advise Customers that they may make use of the Language Interpretation Facility if they require such assistance.

22 PAYMENT AND EXPENSES

22.1 Commissions Payable

Subject to the provisions of clause 22.2 of this Schedule, the Principal must pay the Agent Commissions to the value of the Services performed under the Agreement in accordance with the Schedule of Commission Rates, as certified by the Principal, less any overpayment in Commissions or any other payment made to the Agent as advised in writing to the Agent by the Principal.

22.2 Variations to Commissions Payable

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

22.3 Invoices

- (a) The Principal will issue the Agent transaction and payment summary reports which include, but is not limited to:
 - (i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and
 - (ii) confirmation the Commissions payable have been reconciled and authorised by the Principal.
- (b) The Principal will issue the Agent tax invoices, being RCTI, in respect of Commissions payable, on the basis of the Transaction and Payment Summary report for the corresponding period.

- (c) The Principal will issue a transaction and payment summary report and RCTI to the Agent:
 - (i) for each calendar month; and
 - (ii) not more than thirty (30) Business Days after the last day of the invoice period.
- (d) The Agent agrees it will not issue tax invoices in respect of the Services.
- (e) The Agent acknowledges that it is registered for GST when it agrees for the Principal to issue RCTI for the Services and will notify the Principal if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.
- (f) The Principal acknowledges that it is registered for GST when it agrees to issue RCTI for the Services and will notify the Agent if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

22.4 Payment of Invoices

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

22.5 Method of Payment

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

22.6 No Obligation to Pay

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

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

22.7 Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Principal has underpaid, the Agent is responsible for issuing an adjustment note or other notification to the Principal, whereby the Principal will review to confirm if there is a discrepancy. If the confirmed discrepancy amount is:
 - (i) less than the amount that should have been paid, the Principal must pay the difference to the Agent within twenty (20) Business Days after the date the adjustment note or notification is received;
 - (ii) more than the amount that should have been paid, the Principal may offset the difference against any amount subsequently payable by the Principal to the Agent.
- (b) If the Principal finds that the amount paid based on the RCTI was incorrect and the Principal has overpaid, the Principal is entitled to, without receipt of an adjustment note from the Agent:
 - (i) take the steps outlined in clause 22.7(a)(ii) of this Schedule; or
 - (ii) issue a tax invoice to the Agent for the recoup of the overpayment in commissions.

22.8 GST and other duties, taxes and charges

- (a) In this clause 22.8 the expressions 'consideration', 'recipient', 'supply', 'tax invoice' and 'taxable supply' have the meanings given to those expressions in the *GST Act*.
- (b) All amounts in the Schedule of Commission Rates are expressed exclusive of GST.
- (c) If GST is imposed on any supply made under the Agreement, the Principal will pay to the Agent an amount equal to the GST payable on the taxable supply.
- (d) The amount referred to in clause 22.8(c) of this Schedule must be paid in addition to, and at the same time as, payment for the taxable supply is required to be made under the Agreement.
- (e) If a GST-inclusive price is charged or varied under the Agreement, the Principal will provide the Agent with a valid RCTI at or before the time of payment or variation.
- (f) If the amount of GST paid or payable by the Agent on any supply made under the Agreement differs from the amount of GST paid by the Principal, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal will be adjusted accordingly by a further payment by the Principal to the Agent or the Agent to the Principal, as the case requires.
- (g) The Principal indemnifies the Agent for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI where the understatement arises from fault on the part of the Principal.
- (h) All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services or any additional work undertaken by the Agent are payable by the Agent.

22.9 Bank fees and charges

The Principal will reimburse the Agent for

- (a) charges incurred in relation to dishonoured cheques received from the Principal's Customers; and
- (b) account overdrawn charges, including any interest on these charges, following a direct debit of the Agent's bank account, where applicable, and incurred as a result of a delay in the clearance of cheques into the Agent's bank account and shown to be as a direct result of the direct debit withdrawal made by the Principal.

22.10 Training

The Principal will reimburse the Agent for specified expenses incurred for Personnel attending the Principal's mandatory training in the Perth metropolitan area in accordance with this clause 22.10, being:

- (a) accommodation costs, to a maximum equal to the applicable accommodation allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (b) meal costs, to a maximum equal to the applicable meal allowance specified in schedule I of the current Western Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (c) vehicle mileage costs only associated with travel to and from the Principal's training site, (not including personal use of the vehicle during the training course) to a maximum equal to the applicable vehicle mileage allowance specified in schedule F of the current

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West Australian Public Service Award, Motor Vehicle Allowance, made under *Public Sector Management Act 1994*;

- (d) return economy airfares; and
- (e) subject to the Principal's approval, taxi/ride sharing fees incurred to and from the training only.

22.11 Evidence

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

22.12 Reimbursement

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

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

23 PERFORMANCE AND COMPLIANCE MANAGEMENT

23.1 Audit and Review

- (a) The Principal will conduct regular auditing, performance review and compliance activities, including, but not limited to:
 - (i) a daily electronic audit of all licensing transactions performed on the Department's Systems and Databases by the Agent;
 - (ii) a daily audit of all transaction supporting documentation received and processed by the Agent (refer to Schedule 10);
 - (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:
 - (A) the Processing Errors, as defined in the Road Law Agreement;
 - (B) compliance with the Business Rules;
 - (C) timeliness of transactions;
 - (D) daily receipt by the Principal of transaction supporting documents;
 - (E) reconciliation of revenue collection against the Department's TRELIS bank account; and
 - (F) the Agent's performance generally.
- (b) The Principal may engage, at the Principal's expense, an independent qualified auditor to conduct a quality audit of the Services or may engage its own officers to conduct an audit.
- (c) The Agent must:
 - (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this clause 23.1; and

- (ii) provide all and any information, including documentation, at the request of the Principal or the Principal's appointed auditor within fifteen (15) days of the request.
- (d) In instances of significant non-compliance, the Principal may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within the period specified in the notice or, if not specified, within seven (7) Business Days from the date of the notice.
- (e) In requesting a written response under clause 23.1 (d), the Principal in no way limits their capacity under clause 10.
- (f) The Principal shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (g) Notwithstanding the preceding provisions of this clause 23.1, auditing, performance and compliance reviews will be undertaken at the Principal's sole and absolute discretion.

23.2 Performance Review Meetings

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

24 INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

24.1 Supply by Principal

- (a) The Principal will supply the Agent with the following:
 - (i) hardware and software required to process associated computer-based transactions as part of the Services, including security software and hardware necessary to connect from the Agent's internet accessible network to the Principal's secure network and the Department's Systems and Databases;
 - (ii) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
 - (A) PC/s;
 - (B) printer/s (excluding consumables); and
 - (C) image capture unit (excluding a backdrop screen).
 - (iii) transaction processing software, being the Principal's software applications that enable the Agent to access the Department's Systems and Databases and any third-party software applications required by the Principal;
 - (iv) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;

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- (v) the Physical Stock required by the Agent to perform this Agreement; and
- (vi) Vehicle licence plates.

- (b) All equipment and software supplied by the Principal remains the property of the Principal. The Agent must not modify, interfere with, or connect additional devices to such equipment except with the Principal's prior written approval.

24.2 Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent must ensure that all hardware, software, networks and telecommunications services it supplies are secure, compatible with the Principal's security requirements, and maintained in accordance with industry standards, including any cybersecurity standards notified by the Principal.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.
- (c) Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own internet or network services, including internet with sufficient bandwidth, for the transfer of data from the Department supplied equipment to the Department's Systems and Databases.
- (d) The Agent must ensure that any internet or network services used to connect to the Department's Systems and Databases meet the Principal's minimum encryption and security requirements.

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

- (a) The Agent must make written application to the Principal and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Any approval issued by the Principal subject to clause 24.3(a) will be at the Principal's sole discretion based on the Principal's security requirements.
- (c) Subject to clause 24.3(a) above:
 - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agent's risk and the Principal will not be responsible for any hardware or software failure or resultant loss of the Agent's data; and
 - (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope, referred to in Schedule 8, or loss of data resulting in the installation of the additional hardware or software.
- (d) The Agent will uninstall any additional hardware or software which has been installed by the Agent on a PC designated for transaction processing in accordance with clause 24.3(a), when the PC is required to be replaced or returned to the Principal.

24.4 Compliance with Principal's Requirements

- (a) All hardware, software and information technology environments used by the Agent to perform the Services must comply with the Principal's information security policies, system specification requirements and any directions issued by the Principal from time to time.

- (b) The Agent must promptly notify the Principal of any actual or suspected security incident, data breach or unauthorised access relating to Principal-supplied or Agent-supplied equipment.

24.5 Maintenance of Equipment

- (a) The Agent will ensure all equipment including, but not limited to, information technology hardware and software is:
 - (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
 - (ii) housed at the Agent's customer service area at the approved Premises where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or nominated representative.
- (c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
- (d) The Agent must follow the Principal's Equipment Maintenance procedure as amended from time to time and set out in Schedule 7, including the requirement to log incidents through the Principal's nominated support channel and to follow any instructions regarding the secure couriers, return, tracking or replacement of equipment. .
- (e) The Agent must ensure that all Principal-supplied equipment is protected against loss, damage, unauthorised use, tampering or interference.
- (f) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.
- (g) If Principal-supplied equipment is removed for repair or replacement for more than five (5) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

24.6 Premises

The Agent will:

- (a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule 6;
- (b) ensure the Principal's prior written approval has been obtained before commencing the Services from any new location;
- (c) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (d) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (e) ensure security complies with any reasonable Direction given by the Principal;
- (f) do everything reasonably necessary to protect people and property on the Premises, as they relate to the delivery of the Services; and
- (g) ensure compliance with Requirement 9 of the PCI DSS at Schedule 8.

25 NOTICE

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

26 RELATIONSHIPS – NO PARTNERSHIP

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

27 NO CHANGE IN CONTROL WITHOUT PRINCIPAL'S PRIOR APPROVAL

- 27.1 Where an Agent is subject to the requirements of the *Corporations Act 2001* (Cth), the Agent must obtain written approval from the Principal prior to there being a change in control of the Agent, as defined in Section 50AA of the *Corporations Act 2001* (Cth), other than when the change in control is as a result of any dealing in securities listed on a stock exchange.
- 27.2 The Principal's approval may be subject to further terms and conditions as determined by the Principal.

28 FORCE MAJEURE

- 28.1 If a Force Majeure Event causes delay or failure by the Agent to perform any or all its obligations under this agreement:
- (a) neither party is liable for such delay or failure; and

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- (b) the Agent's obligations under this agreement directly affected by the Force Majeure Event are suspended until the Force Majeure Event ceases or ceases to affect the Agent's obligation(s) under this agreement, whichever is earlier.
- 28.2 Where the Agent claims a Force Majeure Event has occurred which makes it unable to perform any obligation or condition required by this Agreement, the Agent must notify the Principal in writing as soon as possible giving full particulars of the Force Majeure Event including:
 - (a) the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and
 - (b) the means proposed to be adopted to remedy or abate the Force Majeure Event.
- 28.3 The Agent is required to:
 - (a) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
 - (b) resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;
 - (c) notify the Principal in writing when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and
 - (d) notify the Principal in writing when resumption of performance occurs.
- 28.4 If a delay or failure under this clause exceeds 60 days, the Principal may immediately terminate this agreement by written notice to the Agent. In such circumstances, the Principal will be liable to the Agent only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed until the commencement of the Force Majeure Event.
- 28.5 Without limiting the effect of clause 28.4, the Principal will not be liable to compensate the Agent for loss of potential profits or other consequential loss incurred and/or claimed by the Agent arising from termination by the Principal pursuant to clause 28.4.

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29 EXECUTION

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

Executed for and on behalf of the **CEO, Department of Transport and Major Infrastructure** (ABN 27 285 643 255), by an officer authorised to carry out the CEO's powers and duties pursuant to an Instrument of Authorisation.

Name of Authorised Officer (please print)

Name of Witness (please print)

Signature of Authorised Officer

Signature of Witness

Executed for and on behalf of the **Shire of Gingin** (ABN 85 679 704 946), a body corporate under section 2.5 of the *Local Government Act 1995* (the Agent), by

Name of Authorised Person (please print)

Name of Witness (please print)

Title of Authorised Person (please print)

Title of Witness (please print)

Signature of Authorised Person

Signature of Witness

Date

Date

OR (ALTERNATIVE OPTION EXECUTION WITH A COMMON SEAL)

The COMMON SEAL of the _____) Affix Common Seal

Shire of Gingin)

was hereunto affixed thisday of.....2026,)

by authority of a resolution of the Council, in the presence of:)

Name of Shire Mayor or President (please print)

Name of Chief Executive Officer (please print)

Signature of Shire Mayor or President

Signature of Chief Executive Officer

SCHEDULE 1: SERVICE SPECIFICATION

1. DEFINITIONS

In this service specification, the following definitions apply:

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

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

Online means the telecommunications link and associated computer hardware and software that enables the Agent to access the Department's Systems and Databases and process licensing transactions directly onto the Department's Systems and Databases.

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

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

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

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

TSC means a Department regional or metropolitan transport service centre responsible for auditing Agents.

2. SCOPE OF SERVICES

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

3. NON ROAD LAW FUNCTIONS OF THE AGENT

- (a) Maritime Collections Agents shall, in accordance with the Business Rules,
 - (i) collect boat renewal payments; and
 - (ii) collect boat transfer payments; and
 - (iii) collect commercial vessel survey payments; and
 - (iv) collect hire vessel survey payments; and
 - (v) collect marine payment – miscellaneous; and
 - (vi) collect maritime pen duty payments; and
 - (vii) collect slipway fees.
- (b) Photo Card Agents shall, in accordance with the Business Rules,
 - (i) process applications; and
 - (ii) process replacement copy; and

- (iii) provide certified copy.
- (c) Off Road Vehicle New Registration Agents shall, in accordance with the Business Rules,
 - (i) process new registrations (includes new registration updates); and
 - (ii) process renewals; and
 - (iii) process plate changes; and
 - (iv) process transfers; and
 - (v) process plate receipt – manual.
- (d) Driving Instructor Fee Agents shall, in accordance with the Business Rules,
 - (i) collect fees from driving instructors.

4. TRANSACTION PROCESSING REQUIREMENTS

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

5. DIRECT DEBIT

- (a) The Agent will use its own EFTPOS terminal and funds will be banked directly into the Agent's nominated bank account.
- (b) The Agent will bank on a daily basis revenue collected (cash/cheques/money orders) into the Agent's nominated bank account.
- (c) The Agent will, prior to the commencement of Services, provide the Principal with a Direct Debit Request and the Principal will debit the Agent's bank account two (2) Business Days after collection to the value of transactions processed on the Department's Systems and Databases.
- (d) Where the Agent changes their nominated bank account details, the Agent must provide ten (10) Business Days' prior notice to the Principal.
- (e) The Agent will ensure that sufficient funds are available at the time of the direct debit.

- (f) Should the direct debit from the Agent's bank account be dishonoured, the Principal will contact the Agent for an explanation and the Agent will arrange to make prompt payment into the Principal's nominated bank account by direct deposit.
- (g) In respect to any issues with the clearance of customer cheques into the Agent's bank account, clause 22.9 of the Agreement will apply.
- (h) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

6. PHYSICAL STOCK REQUIREMENTS

The Agent will:

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

7. FINANCIAL RECONCILIATION AND REPORTING REQUIREMENTS

The Agent must:

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

8. TIMELINESS OF SERVICE

(a) The Agent must:

- (i) process all in-person monetary and non-monetary transactions onto the Department's Systems and Databases at the point of transaction;
 - (ii) process all monetary and non-monetary transactions, required by documentation and other information received in the mail, onto the Department's Systems and Databases no later than the next Business Day; and
 - (iii) forward all required documentation and receipts as scheduled by the Principal to the designated TSC or other audit team or as directed by the Principal.
- (b) In the event of a failure of the Agent's computer equipment or unavailability of internet or network services required to access the Department's Systems and Databases, the Agent must:
- (i) manually process all transactions and receipts as instructed by the Principal; and

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- (ii) dispatch all documentation for manually processed transactions to the Agent's designated TSC for re-processing onto the Department's Systems and Databases daily; or
- (iii) if unable to process transactions manually, the Principal shall provide written instruction to the Agent who will then provide advice to Customers of the nearest available TSC or alternate Agent of the Principal and any other specified information as required to minimise inconvenience to Customers.
- (c) For the purposes of clause 8(b) in this Schedule A, non-availability of internet and network services, unless such non-availability was occasioned by the Agent, will not prejudice the Principal's assessment of timeliness.
- (d) In the event any transaction cannot be processed on the day it is received, the Agent must immediately notify the Principal.

9. QUALITY OF SERVICE

The Agent must:

- (a) perform all transactions in accordance with the Business Rules and the provisions at clause 3.2 of the Road Law Agreement as applied to the Services under this Agreement; and
- (b) perform the Services while adhering to the Performance Measures set by the Principal in a manner that will not cause increased costs, delay or undue impact to the Principal or the Principal's Customers.

10. AUDITING BY DESIGNATED AUDIT TEAM

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

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**SCHEDULE 2: SCHEDULE OF COMMISSION RATES
EFFECTIVE 1 JULY 2026**

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

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

Commission Payment Categories and Rates

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

Category	Average Transaction Time	Commission
Category 1	0 – 3.5 minutes	\$13.94
Category 2	3.6 – 5.5 minutes	\$17.79
Category 3	5.6 – 8.5 minutes	\$22.65
Category 4	8.6 – 10.5 minutes	\$27.48
Category 5	10.6 – 14.5 minutes	\$33.28
Category 6	14.6 – 20.5 minutes	\$42.96
Category 7	20.6 – 29.5 minutes	\$62.32
Category 8	29.6 – 35.5 minutes	\$71.99

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

Category	Average Transaction Time	Commission
Category – updates		\$6.57
Category 9	0 – 3.5 minutes	\$10.70
Category 10	3.6 – 5.5 minutes	\$14.57
Category 11	5.6 – 8.5 minutes	\$19.40
Category 12	8.6 – 10.5 minutes	\$24.25
Category 13	10.6 – 14.5 minutes	\$30.04
Category 14	14.6 – 20.5 minutes	\$39.72
Category 15	20.6 – 29.5 minutes	\$59.07
Category 16	29.6 – 35.5 minutes	\$68.74

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Commission Payment Rates for non-Road Law Licensing Transactions

Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
Photo Card				
Application	3	M	1	\$13.94
Replacement copy	2	M	1	\$13.94
Certified copy	2	NM	9	\$10.70
Off Road Vehicles				
New registrations (includes new registration update)	6	M	3	\$22.65
Renewals	2.5	M	1	\$13.94
Plate change	2.5	M	1	\$13.94
Transfers	2.5	M	1	\$13.94
Plate receipt - manual	2.5	NM	9	\$10.70
Maritime Collections				
Boat renewal payments	2	M	1	\$13.94
Boat transfer payments	2	M	1	\$13.94
Commercial vessel survey payments	2	M	1	\$13.94
Hire vessel survey payments	2	M	1	\$13.94
Marine payment - miscellaneous	2	M	1	\$13.94
Maritime pen duty payments	2	M	1	\$13.94
Slipway fees	2	M	1	\$13.94
Driving Instructors				
Instructor Fees	2	M	1	\$13.94

SCHEDULE 3: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES

1. PRINCIPAL'S REPRESENTATIVE

- (a) The Principal's Representatives are:
 - (i) Director Commercial Management; or
 - (ii) Manager Statutory Agency Agreements; or
 - (iii) the person/s who for the time being, for all intents and purposes, occupies those offices; or
 - (iv) the person acting in the office that substitutes for any of the above-described offices.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:

Manager, Statutory Agency Agreements,
Commercial Management
Department of Transport and Major Infrastructure
GPO Box R1290
Perth WA 6844
Telephone: 08 6551 6308
Email: SAA@transport.wa.gov.au

2. AGENT'S REPRESENTATIVES

- (a) The Agent's Representatives are:
 - (i) Chief Executive Officer, Shire of Gingin
 - (ii) or the person/s who for the time being, for all intents and purposes, occupy those offices.
- (b) The Agent's address for notices is the Agent's postal box address or, where the Agent does not maintain a postal box, the Agent's street address.

3. PERSONNEL AUTHORISED TO ISSUE NOTICES

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

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SCHEDULE 4: PERSONNEL CONFIDENTIALITY UNDERTAKING

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

1. EMPLOYEE PARTICULARS

Name			
Address			
Contact			
Phone		Email	
Employer	Shire of Gingin (ABN 85 679 704 946)		

2. BACKGROUND

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

3. DEFINITIONS AND INTERPRETATION

In this undertaking:

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

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

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

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

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

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

Employer means the business or entity listed above in clause 1 Employee Particulars.

Excepted Information means information which:

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

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

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

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

4. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

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

4.1. Use of Confidential Information

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

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

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- (i) keeping the Confidential Information within my possession confidential;
- (ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;
- (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
- (iv) protecting the Confidential Information from unauthorised access, disclosure or use;
- (g) immediately notify the Employer and the Department if I become aware of unauthorised access, disclosure or use of the Confidential Information;
- (h) upon request from the Department, cease to access and use Confidential Information, and return all Confidential Information in my possession to the Department.

4.2. Use of Systems

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

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

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

4.3. Acknowledgments

I acknowledge and agree that:

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

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

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

In particular, the Employee acknowledges and agrees that:

- (a) as a 'government contractor' (as defined in section 81 of the *Criminal Code*), the Employee must not make an 'unauthorised disclosure' of Confidential Information. If the Employee does make an unauthorised disclosure, the Employee may be personally guilty of a crime under section 81(2) of the *Criminal Code*, which carries a maximum penalty of imprisonment for three (3) years.
- (b) the Employee must not use any System (being a 'restricted access computer system' as defined in section 440A(1) of the *Criminal Code*) when not properly authorised, or otherwise than in accordance with their authorisation to use that System. If the Employee unlawfully uses a System, the Employee may be personally guilty of a crime under section 440A of the *Criminal Code*, which carries a maximum penalty of imprisonment of ten (10) years.

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

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

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

.....(Employee)

Signature

.....

Full Name and Job Title

in the presence of:

Signature of witness:

Full name of witness

Date:

(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)

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SCHEDULE 5: BUSINESS RULES

1. BUSINESS RULES APPLICABLE TO THIS AGREEMENT

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

- (a) Licensing and administrative procedures and instructions issued by the Principal through content articles held within the Principal's knowledge management system.
- (b) Licensing instructions issued by the Principal through additional content articles or notifications held within the Principal's knowledge management system to notify Personnel of any policy changes or major changes to frontline procedures or new functions;
- (c) Administrative instructions issued by the Principal through additional content articles or notifications held within the Principal's knowledge management system to notify staff of any administrative changes or new forms;
- (d) Reasonable directives or advices issued in writing by the Principal;
- (e) Financial business rules issued by the Principal. Financial business rules includes the procedure for dealing with situations when the Principal's customers payment method does not result in a payment being made; and
- (f) Other policies and procedures issued by the Principal

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SCHEDULE 6: LOCATION OF PREMISES FOR SERVICE PROVISION

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

Town of Gingin

Address	7 Brockman Street, Gingin WA 6503		
Contact	Chief Executive Officer	Email	mail@gingin.wa.gov.au
Phone	9575 5100		

SCHEDULE 7: EQUIPMENT MAINTENANCE

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

Step	Process
Repair or Replacement Issue	Agent's Personnel are to contact the Department's Business and Systems Support team. Please do not contact the Business Information Systems (BIS) Helpdesk directly. 1800 354 928 BSS@transport.wa.gov.au
Job/Incident Logged	Agent's Personnel must provide details of the faulty equipment including the asset identification number and details of the problem. Business and Systems Support will log the incident with BIS Helpdesk. **Please Note** When logging an issue, the Agent will be provided a <u>job/incident number which will need to be referenced for any subsequent enquiries</u>. Always record this number.
Courier	The BIS Helpdesk or the Principal's Representative's nominated officer will instruct the Agent Personnel to courier the equipment if it needs to be returned for repair/replacement.
Courier details	The Agent is to immediately arrange for the return of the equipment item by calling Team Global Express ☎ 13 18 43. Quote account number XV1437. The cost of the courier will be charged to the Department. Courier to: Department of Transport and Major Infrastructure BIS, Level 3, 2 Tassels Place Innaloo WA 6018. The above instructions are correct unless otherwise advised by the Principal from time to time.
Repair and/or Replacement	The Department will organise the repair and/or replacement of the equipment item.
Return Courier	BIS Helpdesk or the Principal's Representative's nominated officer will arrange for the equipment item to be returned by courier to the Agent's site.
Follow Up	If the Agent's Personnel require any follow-up assistance, the Department's Business and Systems Support team can be contacted for further instruction. Please quote the job/incident number.
Escalation	If the Agent experiences any delay or has any unresolved issues, an email should be sent to BSS@transport.wa.gov.au with all details, including the job/incident number. Attention to: Manager Business and Systems Support.

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

Overview - The PCI DSS was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally.

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

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

PCI DSS Objectives and Requirements

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

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SCHEDULE 9: AGREEMENT TERM

Item No	Item Description	Details
1	Term	The appointment of the Agent by the Principal is for a term of 12 months, expiring 30 June 2027.
2	Commencement Date	1 July 2026

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SCHEDULE 10: PERFORMANCE MEASURES

No.	Performance Measure	Qualitative Matrix
1	At least 95% Compliance Rate	Measured on a monthly basis across a sample of auditable transactions. A report of transactions conducted by the Agent is forwarded daily to the allocated TSC office or other audit team for audit. All documentation supporting each transaction processed must be dispatched by the Agent to the allocated audit team within 2 business days of processing to assist with the audit process. The allocated audit team will audit a number of auditable transactions and notify the Agent in writing of the errors. The Principal will notify the Agent of the allocated TSC or other audit team for the site. If the Compliance Rate is less than 95% the Agent's and Principal's Representatives will agree on an appropriate course of action to reduce the errors, notwithstanding the action available to the Principal under clause 10.1 of the Agreement.
2	Identified errors	Errors identified through an audit are corrected and advice is provided to the allocated TSC or other audit team within seven (7) Business Days of notification by the audit team.
3	Recurrent or significant errors	In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances or may request the Agent to implement processes intended to eliminate the incidence of errors. The Agent is to respond within seven (7) Business Days of the date of this notice, or otherwise within the period specified in the notice.
4	Zero breach of TRELIS data security.	The Agent will immediately notify the Principal in writing of any suspected breaches of TRELIS data security with notification addressed to the: 1. SAA@transport.wa.gov.au; or 2. Manager Statutory Agency Agreements Department of Transport and Major Infrastructure GPO R1290 Perth WA 6844
5	Written customer complaints	Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days. Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe. Should any strategies or timeframes not be agreed on, the Agent may escalate to the Director Commercial Management.
6	Compliance Escalation	The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements. The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows: 3. Manager Statutory Agency Agreements. 4. Director Commercial Management. The Director Commercial Management is the final escalation level.

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SCHEDULE 11: NOTICE OF VARIATION TO SCHEDULE FORM

NOTICE OF VARIATION TO SCHEDULE

Agreement No.: DOT751421

Title: Provision of non-Road Law Functions in the Shire of Gingin

Schedule: [Schedule X – Title of Schedule]

Agent: Shire of Gingin

Variation No.: _____ Variation Date: _____

Date of Variation Effect: _____

VARIATION TO SCHEDULE

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

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

[Name and Title of authorised officer]

Signature

Date



Government of **Western Australia**
Department of **Transport**
and **Major Infrastructure**

**DTMI751126 AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN THE SHIRE
OF GINGIN IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION)
ACT 2008**

BETWEEN:

The **Chief Executive Officer of the Department of Transport and Major Infrastructure** of
140 William Street, Perth, Western Australia 6000 (**the CEO**)

AND:

The **Shire of Gingin**, a body corporate with perpetual succession under the *Local Government
Act 1995* (**the Agent**)

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DTMI751126 Agreement for the Provision of Licensing Services in the Shire of Gingin in Terms of Section 11 of The *Road Traffic (Administration) Act 2008*

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DTMI751126 Agreement for the Provision of Licensing Services in the Shire of Gingin in Terms of Section 11 of The *Road Traffic (Administration) Act 2008*

THIS AGREEMENT is made the _____ day of _____ 2026.

BETWEEN:

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

AND

The Shire of Gingin (ABN 85 679 704 946) of 7 Brockman Street, Gingin Western Australia 6503 (**the Agent**)

RECITALS

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

OPERATIVE PART

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

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

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

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

Business Rules means the business rules set out in Schedule E and those that the Principal informs the Agent in writing are applicable from time to time for undertaking the Services.

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

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

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

Compliance Rate means the percentage of transactions completed without Processing Errors as assessed when determining compliance with Performance Measure 1 in Schedule H.

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

Confidential Information means information in respect of the Agreement that:

- (a) is by its nature confidential; or
- (b) is specified by the Principal or the Agent to be confidential, including any information specified at Schedule D to this Agreement to be confidential; or
- (c) the Principal or the Agent knows or reasonably ought to know is confidential; and
- (d) includes all details relating to the Services undertaken by the Agent, including internal processes of the Principal, policies and procedures which are not otherwise able to be obtained publicly, and details from the Department's Systems and Databases which contain personal and financial details of Customers, and such information the Agent is provided either by the Principal or Customers directly or indirectly, and are either directly or indirectly related to the Services.

CPI means the Perth Consumer Price Index (Consumer Price Index, Australia: All Groups, Index Numbers – Perth) from the preceding March quarter published by the Australian Bureau of Statistics.

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

Criminal Code means the *Criminal Code Act Compilation Act 1913*.

Customers means those persons who use the Services supplied by the Agent under the Agreement.

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

Department means the Department of Transport and Major Infrastructure or such other person or government agency which is responsible for assisting the Principal with the administration of this Agreement and/or the provision of licensing services.

Department's Systems and Databases means the restricted-access computer systems maintained by the Principal, including TRELIS, T-One, VIS, LAPS and any other system to which the Principal grants secure credential-based access.

Direct Debit Request means an authority and request for the Principal to debit the Agent's nominated bank account on the conditions set out in Schedule A.

Direction includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, rejection, request or requirement of the Principal in relation to the provision of the Services.

Event of Default means if any of the following events arise in relation to the Agent or its Personnel:

- (a) the Agent breaches an obligation under the Agreement that cannot be remedied, including a breach of its confidentiality obligations; or
- (b) the Agent breaches any other obligation under the Agreement and that breach is not remedied within two (2) Business Days after the Principal gives a notice to the Agent requiring the breach to be remedied, or within a later period specified by the Principal in the notice; or
- (c) the Agent commits three (3) separate breaches of its obligations under the Agreement over any twelve (12) month period, whether or not the Principal has given the Agent notice of any such breaches and whether or not the Agent has rectified such breaches; or
- (d) a representation or warranty made by the Agent under the Agreement is or becomes untrue or is breached; or
- (e) an Insolvency Event occurs in respect of the Agent; or
- (f) the Agent ceases, or in the reasonable opinion of the Principal will likely imminently cease, to carry on business, or the Agent threatens to cease, or is unable to carry on a material part of its business required for the performance of the Services; or
- (g) the Agent fails to pay the Principal any revenue collected on the Principal's behalf or otherwise fails to comply with its revenue collection, reconciliation or banking obligations; or
- (h) the Agent or its Personnel misuse, disclose, improperly access, or permit unauthorised use or of the Department's Systems and Databases, Records or Confidential Information; or
- (i) the Agent fails to notify the Principal of any matter that may adversely affect the Agent's ability to perform the Services, including system issues, security incidents, or circumstances that may compromise data integrity or compliance; or
- (j) the Agent attempts to transfer, assign or otherwise deal with any rights or obligations under this Agreement without the Principal's prior written consent; or
- (k) any of the Agent's Personnel is or has at any time been convicted of a criminal offence that is punishable by imprisonment or detention that has not been disclosed to the Principal and the Principal has not provided their prior written consent; or
- (l) if the Agent is a body corporate, the Agent is convicted of a criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, \$10,000; or
- (m) in the reasonable opinion of the Principal, the reputation of the Principal, the State of Western Australia or the Government of Western Australia is, or is likely to be, damaged by any act or omission of the Agent; or
- (n) the Agent refuses to comply with any reasonable Direction given by the Principal; or
- (o) where applicable, the Agent breaches its duty under the *Local Government Act 1995*; or
- (p) If the Non-Road Law Services Agreement is terminated in accordance with the breach provisions of that agreement.

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

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

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

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

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

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

Incapacitating Event means where the Agent:

- (a) is a natural person who dies, ceases to be of full legal capacity or otherwise becomes incapable, for any reason, of managing their own affairs; or
- (b) is a body corporate with a sole director, and that director dies, ceases to be of full legal capacity or otherwise becomes incapable of managing their own affairs.

Insolvency Event means the happening of any of these events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:
 - (i) is wound up or dissolved; or
 - (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
 - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a

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resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or

- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
 - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - (ii) stops or suspends payment of all, or a class of, its debts; or
 - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (A) insolvent or unable to pay its debts when they fall due; or
 - (B) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
 - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
 - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) in relation to a natural person, that person presents an intention under section 54A of the *Bankruptcy Act 1966* (Cth); or
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property Rights means:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks under the *Copyright Act 1968* (Cth) and the right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights described in (a) above,

but does not include Moral Rights.

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

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

Moral Right has the same meaning as in the *Copyright Act 1968* (Cth).

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

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

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

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

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

Personnel means all employees of the Agent, and any other persons engaged, retained or appointed by the Agent in connection with the supply of the Services, where the Agent has the right to direct and control the performance of the Services by those persons.

Personnel Confidentiality Undertaking means the document provided by the Agent's Personnel set out in Schedule G.

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

- (a) forms for completion by the Principal's Customers;
- (b) printer base stock;
- (c) vehicle licence plates;
- (d) 'P' plates;
- (e) financial banking books;
- (f) Logbooks;
- (g) licensing publications and information material; and
- (h) any other stock as detailed by the Principal in Schedule M.

Premises means any premises listed in Schedule I which are owned or occupied by the Agent.

Principal means the Chief Executive Officer of the Department of Transport and Major Infrastructure. References to the "CEO" are only used where required by statute.

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

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

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

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

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

Road Law means the *Road Traffic Act 1974*, the *Road Traffic (Administration Act) 2008*; the *Road Traffic (Authorisation to Drive) Act 2008*; the *Road Traffic (Vehicles) Act 2012* and the *Road Traffic (Vehicles) (Taxing) Act 2008*, and includes the regulations made under each of those acts.

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

State means the State of Western Australia.

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

Term means the length of time specified in Schedule L.

TSC means a Department regional or metropolitan transport service centre responsible for auditing designated Agents.

1.2 Interpretation

In the Agreement Documents, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public authority, a public body, a company and an incorporated or unincorporated association or body of persons;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to the Agreement or another instrument includes all variations and replacements of any of them despite any change of, or any change in the identity of, the Principal or the Agent;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to this Agreement;
- (i) all the provisions in any schedule, attachment or appendix to this Agreement are incorporated in, and form part of, this Agreement and bind the Principal and the Agent;
- (j) headings are included for convenience and do not affect the interpretation of this Agreement;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) no rule of interpretation is to be applied to disadvantage the Principal or the Agent on the basis that it was responsible for preparing the Agreement;
- (m) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (n) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (o) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means;

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- (p) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (q) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (s) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (t) a reference to a monetary amount means that amount in Australian currency.

2 TERM

- 2.1 This Agreement will begin on the Commencement Date and will be valid for the Term.
- 2.2 Subject to the Principal's entire discretion, the Principal, may by notice in writing invite the Agent to extend the Term for a further period or periods.
- 2.3 This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

3 SUPPLY OF SERVICES

3.1 Supply of Services

The Agent must supply the Services on each Business Day during the Term in accordance with the Agreement, or as agreed between the Parties from time to time.

3.2 Scope and Quality of Services

- (a) The Agent must supply the Services in accordance with the Agreement.
- (b) The Services include any reasonable Direction given by the Principal in relation to performance of Services in this Agreement.
- (c) If no standards for the Services are specified in the Agreement, then the Agent must supply the Services in accordance with the highest reasonable standards that usually apply to the supply of the Services and in any event with proper skill, care and diligence.
- (d) The Agent must save and file all Business Rules, policies, guidelines, procedures, licensing and administrative instructions developed and distributed by the Principal so that they can be retrieved for ease of reference, except where such materials are provided and made readily available to the Agent by the Principal through a knowledge management system.
- (e) The Agent must observe, perform and comply with any Business Rules, policies, guidelines, procedures, licensing and administrative instructions developed by the Principal to ensure the integrity of the Services provided.
- (f) The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under the Agreement.

3.3 Additional Work

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

- (a) at the rate of a similar Service specified in the Schedule of Commission Rates; or

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

3.4 Unsatisfactory Services

- (a) If any of the Services have not been supplied in accordance with this clause 3 then, without limiting any other remedy available to the Principal, the Principal may by notice to the Agent require the Agent to re-supply those Services and the Agent must re-supply those Services at no cost to the Principal or the Principal's Customers.
- (b) If, on receipt of a notice under clause 3.4(a), the Agent considers that it has supplied the Services in accordance with this clause 3, then the Parties must attempt to resolve the dispute by following the dispute resolution process set out in clause 16.

3.5 Value for Money Policy

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

4 COLLECTION OF REVENUE

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

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

4.2 Forms of Payment

- (a) The Agent must accept and process from the Principal's Customers forms of payment acceptable to the Principal, as described at Schedule A sub-clause 3(b), for the processing of licensing transactions.
- (b) If a customer cheque or other payment is dishonoured or is otherwise not credited to the Agent's bank account, the relevant provisions set out in the Business Rules in Schedule E will apply.

4.3 No Surcharge

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

5 PAYMENT

5.1 Commissions Payable

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

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5.2 Variations to Commissions Payable

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

5.3 Invoices

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

5.4 Payment of Invoices

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

5.5 Method of Payment

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

5.6 No Obligation to Pay

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

- (a) the Services have been supplied in accordance with clause 3; and

- (b) the Principal is satisfied that no Event of Default has occurred.

5.7 Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Principal has underpaid, the Agent is responsible for issuing an adjustment note or other notification to the Principal, whereby the Principal will review to confirm if there is a discrepancy. If the confirmed discrepancy amount is:
 - (i) less than the amount that should have been paid, the Principal must pay the difference to the Agent within twenty (20) Business Days after the date the adjustment note or notification is received;
 - (ii) more than the amount that should have been paid, the Principal may offset the difference against any amount subsequently payable by the Principal to the Agent.
- (b) If the Principal finds that the amount paid based on the RCTI was incorrect and the Principal has overpaid, the Principal is entitled to, without receipt of an adjustment note from the Agent:
 - (i) take the steps outlined in clause 5.7(a)(ii); or
 - (ii) issue a tax invoice to the Agent for the recoup of the overpayment in commissions.

5.8 GST and other duties, taxes and charges

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

6 AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS

6.1 Agent's General Warranties

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

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

6.2 General Warranties Made Continuously

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

6.3 Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
 - (i) all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent; and
 - (ii) all property, information technology equipment and software applications supplied by the Principal to the Agent in connection with the Agreement;
- (b) promptly notify the Principal if any warranty in clause 6.1 is breached or becomes untrue within two (2) business days of the identification of the breach;
- (c) securely manage and destroy any waste documentation containing Confidential Information;
- (d) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Principal's approved courier or representative;
- (e) securely return by the Principal's approved courier or representative all obsolete vehicle number plates to the Principal's nominated contractor for destruction;
- (f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;

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- (g) comply with all State and Commonwealth laws relevant to the Agreement;
- (h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;
- (i) cooperate fully with the Principal in respect of the administration of the Agreement;
- (j) ensure that no Personnel cause the Agent to breach the Agreement; and
- (k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

6.4 Warranties and Indemnity

- (a) The Agent must give, or ensure the Principal has the benefit of, any warranties specified in the Agreement.
- (b) The Agent must do everything necessary to obtain the benefit of all third-party warranties and must ensure that the Principal has the benefit of those warranties.
- (c) The Agent indemnifies the Principal against any loss or liability that results from the Agent not complying with clauses 6.4(a) or 6.4(b).

6.5 Conflict of Interest

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

6.6 Agent's Obligation for Services Directly to the Public

The Agent must:

- (a) to the extent practicable, implement the Principal's 'Disability Access and Inclusion Plan' (DAIP) prepared under the *Disability Services Act 1993* and available at the Principal's website:

www.transport.wa.gov.au/aboutus/disability-access-and-inclusion-plan.asp

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or comparable Commonwealth provisions;

- (b) provide a report to the Principal prior to 30 June in each year of the Term reporting on the extent to which the Agent has implemented the Principal's DAIP; and
- (c) advise Customers that they may make use of the Language Interpretation Facility if they require such assistance.

7 INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

7.1 Supply by Principal

- (a) The Principal will supply the Agent with the following:
 - (i) hardware and software required to process associated computer-based transactions as part of the Services, including security software and hardware necessary to connect from the Agent's internet accessible network to the Principal's secure network and the Department's Systems and Databases;
 - (ii) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
 - (A) PC/s;
 - (B) printer/s (excluding consumables); and
 - (C) image capture unit (excluding a backdrop screen).
 - (iii) transaction processing software, being the Principal's software applications that enable the Agent to access the Department's Systems and Databases and any third-party software applications required by the Principal;
 - (iv) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;
 - (v) the Physical Stock required by the Agent to perform this Agreement; and
 - (vi) Vehicle licence plates.
- (b) All equipment and software supplied by the Principal remains the property of the Principal. The Agent must not modify, interfere with, or connect additional devices to such equipment except with the Principal's prior written approval.

7.2 Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent must ensure that all hardware, software, networks and telecommunications services it supplies are secure, compatible with the Principal's security requirements, and maintained in accordance with industry standards, including any cybersecurity standards notified by the Principal.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.
- (c) Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own internet and network services including internet with sufficient bandwidth, for the transfer of data from the Department supplied equipment to the Department's Systems and Databases.

- (d) The Agent must ensure that any internet or network services used to connect to the Department's Systems and Databases meet the Principal's minimum encryption and security requirements

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

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

7.4 Compliance with Principal's Requirements

- (a) All hardware, software and information technology environments used by the Agent to perform the Services must comply with the Principal's information security policies, system specification requirements and any directions issued by the Principal from time to time.
- (b) The Agent must promptly notify the Principal of any actual or suspected security incident, data breach or unauthorised access relating to Principal-supplied or Agent-supplied equipment.

7.5 Maintenance of Equipment

- (a) The Agent will ensure all equipment including, but not limited to, information technology hardware and software is:
 - (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
 - (ii) housed at the Agent's customer service area at the approved Premises where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or representative.
- (c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
- (d) The Agent must follow the Principal's Equipment Maintenance procedure as amended from time to time and set out in Schedule F, including the requirement to log incidents

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through the Principal's nominated support channel and to follow any instructions regarding the secure couriering, return, tracking or replacement of equipment.

- (e) The Agent must ensure that all Principal-supplied equipment is protected against loss, damage, unauthorised use, tampering or interference
- (f) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.
- (g) If Principal-supplied equipment is removed for repair or replacement for more than five (5) Business Day, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

7.6 Premises

The Agent will:

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

8 EXPENSES

8.1 Bank Fees and Charges

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

- (a) charges incurred in relation to dishonoured cheques received from the Principal's Customers; and
- (b) account overdrawn charges, including any interest on these charges, following a direct debit of the Agent's bank account, where applicable, and incurred as a result of a delay in the clearance of cheques into the Agent's bank account and shown to be as a direct result of the direct debit withdrawal made by the Principal.

8.2 Training

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

- (a) accommodation costs, to a maximum equal to the applicable accommodation allowance specified in schedule I of the current Western Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;

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

8.3 Evidence

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

8.4 Reimbursement

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

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

9 PERSONNEL

9.1 General Provisions of the Agent's Personnel

- (a) All Personnel must be employees of the Agent.
- (b) All prospective Personnel must be approved by the Principal for appointment prior to supplying the Services;
- (c) The Principal may direct the Agent to temporarily suspend the Personnel's access to the Department's Systems and Databases and Property and direct the Personnel to undertake immediate retraining.
- (d) The Agent must, at its expense, provide the Principal with a current (not more than three months old) Australia-wide police clearance for all prospective Personnel intended by the Agent for appointment as Personnel prior to the commencement of their involvement in supplying the Services.
- (e) The Principal may, at its discretion and expense, at any time and from time to time request the Agent to undertake further Australia-wide police clearance with respect to any prospective Personnel. The Agent must comply with the Principal's request within twenty (20) Business Days of such request.
- (f) If police clearance evidence provided by the Agent pursuant to clause 9.1(d) or 9.1(e) reveals that a prospective Personnel, or reveals that Personnel, has committed a criminal offence punishable by imprisonment or detention, then the Principal may, without prejudice to their other rights under the Agreement:
 - (i) refuse approval for the person to be appointed as Personnel; or

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- (ii) revoke its approval and require the removal of the Personnel in question from any involvement in the supply of the Services,

as the case may be, and the Principal may do so solely in reliance on the police clearance evidence.

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

9.2 Qualifications

- (a) The Agent must ensure that all Personnel are appropriately qualified, competent and suitable for the tasks allocated to them, and that they conduct themselves at all times and in all circumstances in a fit and proper manner.
- (b) The Agent must ensure that all Personnel:
 - (i) attend mandatory training provided by the Principal, at a location determined by the Principal, prior to supplying the Services;
 - (ii) undertake e-learning training as directed by the Principal;

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- (iii) upon reasonable notice, undertake any additional training required by the Principal subsequent to any new policy or procedures adopted by the Principal; and
- (iv) participate in a continuous education program relevant to the Services.

9.3 Use of Lobbyists

The Agent confirms and represents it has not been advised that any of its officers, employees, agents or sub-contractors have employed, engaged or have otherwise been involved, directly or indirectly, in connection with the Agreement, with a person who is acting as a Lobbyist (as that term is defined in *Integrity (Lobbyists) Act 2016*), unless such person is duly registered as a Lobbyist in terms of Public Sector Commissioner's Instruction 16 ('Government representatives contact with registrants and lobbyists') and that person has complied with his or her obligations under Instruction 16 as amended from time to time.

9.4 Awards, Workplace Agreements

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

10 ACCESS AND CONFIDENTIALITY

10.1 Access and Records

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

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10.2 Agreement Disclosure

The Agent acknowledges that:

- (a) the Agreement; and/or
- (b) information held or compiled by the Principal or the State of Western Australia in relation to the Agreement or the Services supplied under the Agreement,

may be subject to the *Freedom of Information Act 1992*, Parliamentary reporting requirements, other statutory reporting requirements and examination, and/or court orders.

10.3 Use of the Department's Systems and Databases

- (a) The Principal will, subject to availability, permit the Agent to access the Department's Systems and Databases for the purposes of and to the extent necessary for the Agent to meet its obligations under this Agreement.
- (b) The Principal will require all of the Agent's Personnel, who are to be granted access to the Department's Systems and Databases, to sign the Personnel Confidentiality Undertaking that will be issued at the time of the Personnel undertaking the mandatory training in the authorised use of the Department's Systems and Databases or on demand by the Principal.
- (c) The Agent acknowledges that:
 - (i) the Department's Systems and Databases is a 'restricted-access computer system', as defined in section 440A of the *Criminal Code*, as Personnel can only obtain access to the Department's Systems and Databases by entering a relevant username and password into the computer system and the Department has taken steps to restrict knowledge of the password, or the means of producing it;
 - (ii) under section 440A(2) of the *Criminal Code*, a person unlawfully uses a 'restricted-access computer system' if the person uses it when he or she is not properly authorised to do so or if the person, being authorised to use it, uses it other than in accordance with his or her authorisation;
 - (iii) under section 440A(3) of the *Criminal Code*, it is a criminal offence to unlawfully use a 'restricted-access computer system' for which there are severe penalties.
- (d) The Agent will:
 - (i) ensure all use of the Department's Systems and Databases is solely and exclusively for the purpose of supplying the Services and in accordance with the Principal's instructions for authorised use;
 - (ii) comply with all data security requirements in respect of access to and use of data relevant to the Agreement, in addition to any statutory obligation relevant to data security;
 - (iii) prohibit and prevent any Personnel who has/have not been expressly approved to do so by the Principal from gaining access to the Department's Systems and Databases or any data relevant to the Agreement;
 - (iv) without limiting clause 10.3(d)(iii), use reasonable endeavours to prevent any unauthorised person from gaining access to the Department's Systems and Databases or any data relevant to the Agreement;
 - (v) prevent unauthorised and improper use of the Department's Systems and Databases;

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- (vi) prevent unauthorised and improper use of the software or hardware relating to the CTT and HPT;
 - (vii) notify the Principal immediately and comply with all Directions of the Principal if the Agent becomes aware of any contravention of this clause 10.3 or any other of the Principal's data security requirements;
 - (viii) comply with any security instructions or guidelines issued by the Principal; and
 - (ix) ensure that its Personnel sign the Personnel Confidentiality Undertaking
- (e) Personnel will not:
- (i) divulge their authorised user identification to any other Personnel or person; or
 - (ii) while logged into the Department's Systems and Databases, allow any other Personnel or person to access the Department's Systems and Databases; or
 - (iii) while logged into the Department's Systems and Databases, leave the Department's Systems and Databases unattended; or
 - (iv) use the Department's Systems and Databases for a purpose or in a manner contrary to the Principal's instructions for the authorised use of the Department's Systems and Databases, in accordance with the Personnel Confidentiality Undertaking.
- (f) In the event of any occurrence described herein at clauses 10.3(d) or 10.3(e) or any other use of the Department's Systems and Databases contrary to the provisions of the Agreement or reasonably deemed inappropriate by the Principal, the Principal will be entitled to:
- (i) immediately suspend the Agent's access to the Department's Systems and Databases with or without notice, in which case the provisions in clause 19 apply; or
 - (ii) immediately suspend the Personnel's access to the Department's Systems and Databases with or without notice; and
 - (iii) notify the Agent of the breach by notice in writing.
- (g) The Agent must provide a written response within two (2) Business Days of receipt of the notice referred to in clause 10.3(f)(iii) stating the reasons for such breach.
- (h) In the event that the Principal forms the view that a breach by the Personnel has occurred in respect to:
- (i) the Principal's instructions for the authorised use of the Department's Systems and Databases; or
 - (ii) section 440A of the *Criminal Code*; or
 - (iii) the *Road Traffic (Administration) Act 2008*,
- the provisions at clause 10.3(k) will apply.
- (i) Where the Agent becomes aware of any potential or suspected breach described at clause 10.3(h), the Agent must notify the Principal in writing immediately.
 - (j) Upon receiving the notification referred to at clause 10.3(i), the Principal will review the matter in respect to the provisions at clause 10.3(h).

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- (k) Consequences of alleged breaches described in clause 10.3(h)
 - (i) The Principal will immediately suspend the Personnel's access to the Department's Systems and Databases with or without prior notice to the Personnel or the Agent.
 - (ii) The Principal will provide notice to the Corruption and Crime Commission and WA Police of the alleged breach.
 - (iii) The Principal will notify the Agent of the alleged breach, the actions taken by the Principal, referred to at clauses 10.3(k)(i) and 10.3(k)(ii), and of the requirement for an investigation by the Principal.
 - (iv) the Agent will allow the Principal to interview the Personnel in question and the Agent's nominated representative(s) to discuss the alleged breach, either in person or by phone.
 - (v) In respect to the interview(s) described in this clause 10.3(k)(iv), the Agent will accommodate any reasonable request from the Principal such as for an interview room, teleconferencing or other facilities.
 - (vi) The Principal will provide the Personnel and the Agent's nominated representative(s), reasonable prior notice of the required interview(s) so that the parties can set a mutually agreed date and make any other necessary arrangements.
 - (vii) At the completion of the Principal's investigation, the Principal will notify the Agent of the outcome and any further actions taken or planned to be taken by the Principal, including whether the Personnel's access will be reinstated.
 - (viii) The suspension of the Personnel's access will remain in place until the completion of the investigation described in this clause 10.3(k).
- (l) In the event of the commission or attempted commission of any theft or fraudulent transaction by Personnel, the Agent must provide all possible assistance to the Principal and/or its nominated agents or representatives.
- (m) The provisions of this clause 10.3 are in addition to the Principal's other rights at law.

10.4 Confidentiality

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

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- (c) The Agent will restrict access to payment cardholder data by business need to know.
- (d) The Principal will not use or disclose to any person the Agent's Confidential Information, except:
 - (i) where necessary for the purpose of receiving the services; or
 - (ii) where authorised in writing by the Agent; or
 - (iii) to the extent that the Confidential Information is public knowledge, other than because of a breach of this clause by the Principal; or
 - (iv) as required by any law, judicial or parliamentary body or government agency; or
 - (v) when required, and only to the extent required, to the Principal's professional advisers, and the Principal must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Principal under this clause 10.4.
- (e) The operation of this clause 10.4 will survive the completion, expiry or termination of the Agreement.

10.5 Return of Confidential Information

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

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

10.6 Publicity

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

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

11 AUDITOR GENERAL

- (a) The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of the Agreement.

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- (b) The Agent will allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Principal Supplied Property and Intellectual Property Rights

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

12.2 Agent Supplied Property and Intellectual Property Rights

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

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

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

12.4 Indemnity – Third Party Intellectual Property Rights

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

13 INSURANCE

13.1 Insurance Requirements

- (a) The Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under the Agreement, for the benefit of the Parties named in the Agreement, including but not limited to:
 - (i) public liability insurance covering any legal liability of the Agent and the Agent's Personnel that may arise from the Agreement for an amount of not less than twenty million dollars (\$20,000,000) for any one occurrence and unlimited in the aggregate; and
 - (ii) workers' compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 2023 (WA)*, including cover for common law liability for an amount of not less than fifty million dollars (\$50,000,000) for any one occurrence in respect of the Agent's Personnel. The insurance policy must be extended to cover any claims or liability that may arise

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with respect to an indemnity under section 217 of the *Workers Compensation and Injury Management Act 2023*.

- (b) The Principal in specifying the types and levels of insurance coverage in the Agreement, incurs no responsibility or liability for the completeness of its list of insurances, the adequacy of the sum insured, the limit of liability, the scope of coverage, the conditions or exclusions of those insurances nor the manner or extent of the Principal's response to any loss, damage or liability.

13.2 Reputable and Solvent Insurer

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

13.3 Maintenance of Insurance

The Agent will:

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

13.4 Evidence of Insurance

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

13.5 Failure to Prove Insurance

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

13.6 Incidents and claims

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

13.7 Continuing obligation

- (a) The Agent must maintain the insurances required under clause 13.1 throughout the Term.

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- (b) The obligations of the Agent under this clause 13 are continuing obligations and survive suspension, expiration or termination of the Agreement for so long as the obligations of the Agent under this clause 13.7 continue.

13.8 No Limitation of Other Liabilities

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

14 INDEMNITY

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

15 PERFORMANCE AND COMPLIANCE MANAGEMENT

15.1 Audit and Review

- (a) The Principal will conduct regular auditing, performance review and compliance activities, including, but not limited to:
 - (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;
 - (ii) a daily audit of all transaction supporting documentation received and processed by the Agent;
 - (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:
 - (A) the Processing Errors;
 - (B) compliance with the Business Rules;
 - (C) timeliness of transactions;
 - (D) daily receipt by the Principal of transaction supporting documents;

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- (E) Reconciliation of revenue collection against the Department's bank account; and
 - (F) the Agent's performance generally.
- (b) The Principal may engage, at the Principal's expense, an independent qualified auditor to conduct a quality audit of the Services or may engage its own personnel to conduct an audit.
- (c) The Agent must:
 - (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this clause 15.1; and
 - (ii) provide all and any information, including documentation, at the request of the Principal or the Principal's appointed auditor within fifteen (15) days of the request.
- (d) In instances of significant non-compliance, the Principal may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within the period specified in the notice or, if not specified, within seven (7) Business Days from the date of the notice.
- (e) In requesting a written response under clause 15.1 (d), the Principal in no way limits their capacity under clause 19.
- (f) The Principal shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (g) Notwithstanding the preceding provisions of this clause 15.1, auditing, performance and compliance reviews will be undertaken at the Principal's sole and absolute discretion.

15.2 Performance and Compliance Review Meetings

- (a) Performance and/or compliance review meetings may be held between the Agent and the Principal as determined by the Principal in consultation with the Agent to discuss performance, compliance and other issues associated with the Services which may be identified through auditing, performance or compliance review, or any other means of performance monitoring undertaken by the Principal.
- (b) Performance and compliance review meetings will be held at a location agreeable to the Parties.
- (c) The following Personnel are required to attend the performance and compliance reviews, as a minimum:
 - (i) the Principal's Representative; and
 - (ii) the Agent's Representative; or
 - (iii) the proxies that may be delegated or sent by the Parties.
- (d) The Principal will, prior to the performance or compliance review meeting, provide the Agent with a written statement setting out all of the matters which the Principal has reviewed pursuant to clause 15.1 and which the Principal considers are not being carried out by the Agent to the Principal's satisfaction or in accordance with the Agreement.

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- (e) The Representatives will attempt to reach agreement as to what action the Agent is required to take to remedy those matters raised pursuant to clause 15.2(d) herein. If agreement is reached, the Parties will produce a statement in writing setting out the agreed remedial action the Agent is required to take, and the Agent will comply therewith.

16 DISPUTES

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

17 EVENTS OF DEFAULT AND INCAPACITATING EVENTS

17.1 Principal's discretion

Where an Event of Default or Incapacitating Event occurs, the Principal may, at its discretion:

- (a) issue a written notice requiring the Agent to rectify the Event of Default within 15 Business Days; or
- (b) immediately suspend the Agreement or any of the Services; or
- (c) terminate this Agreement immediately in accordance with clause 19.

17.2 Agent to notify of Events of Default and Incapacitating Event

The Agent must promptly notify the Principal of the occurrence of any

- (a) Event of Default, and
- (b) Incapacitating Event or any matter which may in whole or in part impede the Agent's ability to perform the Services.

17.3 Principal's rights

The rights of the Principal under this clause are in addition to any other rights, powers or remedies available to the Principal under this Agreement or under law.

18 LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK

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

19 REDUCTION, SUSPENSION AND TERMINATION

- 19.1 Notwithstanding any other provisions of this Agreement, the Principal may by written notice to the Agent, do one or more of the following actions:

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- (a) reduce the scope of Services;
- (b) temporarily suspend this Agreement;
- (c) terminate this Agreement by notice, effective from the date set out in the notice; or
- (d) terminate this Agreement immediately if an Event of Default occurs.

19.2 In exercising the powers under clause 19.1:

- (a) upon receiving notice under clause 19.1, the Agent must cease the provision of all Services either immediately or within the time period as set out the notice;
- (b) the Agent will not be entitled to compensation including loss of prospective profits.

19.3 Notice by the Principal in accordance with this clause does not relieve the Agent of any of its warranties and obligations set out in this Agreement including those that continue after termination including confidentiality, record-keeping and return of property obligations.

19.4 In the event of suspension of this Agreement by the Principal, the Agent must immediately cease performing all Services for the duration of the suspension period.

19.5 Ending of Suspension

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

19.6 Consequences of Suspension, Reduction, Expiration or Termination

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

19.7 Termination by Mutual Agreement

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

20 REPRESENTATIVES OF THE PARTIES

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

21 NOTICE

21.1 Each notice or other communication given under the Agreement:

- (a) must be in writing;
- (b) may be given by either Party's Representative, a person authorised by the Party's Representative, or solicitor of the Principal or the Agent (as applicable);
- (c) must be:
 - (i) hand delivered; or
 - (ii) sent by prepaid post; or
 - (iii) sent by email;to the Representative of the respective Party specified in this Agreement.
- (d) subject to clause 21.1(e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the fifth Business Day after posting;
 - (iii) in the case of email, on the date on which the sender's email server records that the email was successfully delivered; and
- (e) if received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

22 FORCE MAJEURE

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

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

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- 22.2 Where the Agent claims a Force Majeure Event has occurred which makes it unable to perform any obligation or condition required by this Agreement, the Agent must notify the Principal in writing as soon as possible giving full particulars of the Force Majeure Event including:
- (a) the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and
 - (b) the means proposed to be adopted to remedy or abate the Force Majeure Event.
- 22.3 The Agent is required to:
- (a) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
 - (b) resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;
 - (c) notify the Principal in writing when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and
 - (d) notify the Principal in writing when resumption of performance occurs.
- 22.4 If a delay or failure under this clause exceeds 60 days, the Principal may immediately terminate this agreement by written notice to the Agent. In such circumstances, the Principal will be liable to the Agent only in respect of the fees properly owing up to the date of termination in respect of the Services (or part thereof) performed until the commencement of the Force Majeure Event.
- 22.5 Without limiting the effect of clause 22.4, the Principal will not be liable to compensate the Agent for loss of potential profits or other consequential loss incurred and/or claimed by the Agent arising from termination by the Principal pursuant to clause 22.4.

23 MISCELLANEOUS

23.1 Consent

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

- (a) that consent may be given or withheld by the Principal in the Principal's absolute discretion and may be given subject to such conditions as the Principal may determine;
- (b) the Principal is not required to provide a reason or reasons for giving or refusing its consent; and
- (c) the Agent agrees that any failure by it to comply with or perform a condition imposed under clause 23.1(a) shall constitute a breach of a term of this Agreement.

23.2 No Dealing or Subcontracting

The Agent must not:

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

23.3 Further Assurance

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

23.4 Relationships – No Partnership

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

23.5 Rights and Remedies

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

23.6 Right of Set Off

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

23.7 Entire Agreement

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

23.8 Variations

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

23.9 Waiver

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

23.10 Costs

- (a) Unless otherwise stated, the Agent must comply with all obligations of the Agent at the Agent's cost.

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

23.11 Governing Law

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

23.12 Government Policy

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

23.13 Authority to complete blanks etc.

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

23.14 Severability

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

23.15 No Change in Control without Principal's prior approval

- (a) Where an Agent is subject to the requirements of the *Corporations Act 2001* (Cth), the Agent must obtain written approval from the Principal prior to there being a change in control of the Agent, as defined in Section 50AA of the *Corporations Act 2001* (Cth), other than when the change in control is as a result of any dealing in securities listed on a stock exchange.
- (b) The Principal's approval may be subject to further terms and conditions as determined by the Principal.

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24 EXECUTION

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

Executed for and on behalf of the **CEO, Department of Transport and Major Infrastructure** (ABN 27 285 643 255), pursuant to the powers of the CEO under Section 11 of the *Road Traffic (Administration) Act 2008*, by an officer delegated to carry out the CEO's powers and duties pursuant to an Instrument of Delegation.

Name of Delegate (please print)

Name of Witness (please print)

Signature of Delegate

Signature of Witness

Executed for and on behalf of the **Shire of Gingin** (ABN 85 679 704 946), a body corporate under section 2.5 of the *Local Government Act 1995* (the Agent), by

Name of Authorised Person (please print)

Name of Witness (please print)

Title of Authorised Person (please print)

Title of Witness (please print)

Signature of Authorised Person

Signature of Witness

Date

Date

OR (ALTERNATIVE OPTION EXECUTION WITH A COMMON SEAL)

The COMMON SEAL of the _____) Affix Common Seal

Shire of Gingin)

was hereunto affixed thisday of.....2026,)

by authority of a resolution of the Council, in the presence of:)

Name of Shire Mayor or President (please print)

Name of Chief Executive Officer (please print)

Signature of Shire Mayor or President

Signature of Chief Executive Officer

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SCHEDULE A: SERVICE SPECIFICATION

1. DEFINITIONS

In this service specification, the following definitions apply:

Online means the telecommunications link and associated computer hardware and software that enables the Agent to access the Department's Systems and Databases and process licensing transactions directly onto the Department's Systems and Databases.

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

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

TSC means a Department regional or metropolitan transport service centre responsible for auditing Agents.

2. SCOPE OF SERVICES

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

3. TRANSACTION PROCESSING REQUIREMENTS

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

4. DIRECT DEBIT

- (a) The Agent will use its own EFTPOS terminal and funds will be banked directly into the Agent's nominated bank account.
- (b) The Agent will bank on a daily basis revenue collected (cash/cheques/money orders) into the Agent's nominated bank account.

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- (c) The Agent will, prior to the commencement of Services, provide the Principal with a Direct Debit Request and the Principal will debit the Agent's bank account two (2) Business Days after collection to the value of transactions processed on the Department's Systems and Databases.
- (d) Where the Agent changes their nominated bank account details, the Agent must provide ten (10) Business Days' prior notice to the Principal.
- (e) The Agent will ensure that sufficient funds are available at the time of the direct debit.
- (f) Should the direct debit from the Agent's bank account be dishonoured, the Principal will contact the Agent for an explanation and the Agent will arrange to make prompt payment into the Principal's nominated bank account by direct deposit.
- (g) In respect to any issues with the clearance of customer cheques into the Agent's bank account, clause 8.1 of the Agreement will apply.
- (h) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

5. PHYSICAL STOCK REQUIREMENTS

The Agent will:

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

6. FINANCIAL RECONCILIATION AND REPORTING REQUIREMENTS

The Agent must:

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

7. TIMELINESS OF SERVICE

(a) The Agent must:

- (i) process all in-person monetary and non-monetary transactions onto the Department's Systems and Databases at the point of transaction;

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

8. QUALITY OF SERVICE

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

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

9. AUDITING BY DESIGNATED AUDIT TEAM

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

10. PRACTICAL DRIVING ASSESSMENTS

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

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

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

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

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

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**SCHEDULE B: SCHEDULE OF COMMISSION RATES
EFFECTIVE 1 JULY 2026**

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

Commission Payment Categories and Rates

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

Category	Average Transaction Time	Commission
Category 1	0 – 3.5 minutes	\$13.94
Category 2	3.6 – 5.5 minutes	\$17.79
Category 3	5.6 – 8.5 minutes	\$22.65
Category 4	8.6 – 10.5 minutes	\$27.48
Category 5	10.6 – 14.5 minutes	\$33.28
Category 6	14.6 – 20.5 minutes	\$42.96
Category 7	20.6 – 29.5 minutes	\$62.32
Category 8	29.6 – 35.5 minutes	\$71.99

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

Category	Average Transaction Time	Commission
Category – updates		\$6.57
Category 9	0 – 3.5 minutes	\$10.70
Category 10	3.6 – 5.5 minutes	\$14.57
Category 11	5.6 – 8.5 minutes	\$19.40
Category 12	8.6 – 10.5 minutes	\$24.25
Category 13	10.6 – 14.5 minutes	\$30.04
Category 14	14.6 – 20.5 minutes	\$39.72
Category 15	20.6 – 29.5 minutes	\$59.07
Category 16	29.6 – 35.5 minutes	\$68.74

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Commission Payment Rates for Individual Licensing Transactions

Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
Vehicle Renewals				
Straight Renewal	2	M	1	\$13.94
Renewal - with concession update/refund	3	M	1	\$13.94
Renewal - with change of address	2.5	M	1	\$13.94
Renewal - with change of name	2.5	M	1	\$13.94
Renewal - with inspection form (details to be checked)	3	M	1	\$13.94
Renewal - with change of plate	3	M	1	\$13.94
Renewal - to uniform date	2	M	1	\$13.94
Renewal - with transfer infringement	2.5	M	1	\$13.94
Renewal - with plate infringement	2.5	M	1	\$13.94
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	\$13.94
Renewal - with multiple updates	3	M	1	\$13.94
Heavy vehicles - renewal	2	M	1	\$13.94
Heavy vehicles - change of nominated use	2	M	1	\$13.94
Heavy vehicles - change of concession	2	M	1	\$13.94
Heavy vehicles - fixed nominated use advice	2	NM	update	\$6.57
Duplicate copy of licence papers	2	M	1	\$13.94
Renewal and change of address with no payment	1.75	NM	9	\$10.70
Change of Plates				
Straight change of plate	2	M	1	\$13.94
Lost or stolen plate change (statutory declaration)	2	M	1	\$13.94
Retained plate (to be issued at a later date)	2	M	1	\$13.94
Change plate for original issue of personalised, special series or remake	2	M	1	\$13.94
Variation to Vehicle Details				
Change of colour, model, engine number (no fee adjustment)	2	NM	9	\$10.70
Change of insurance class (fee adjustment - up or down)	2	M or NM	1 or 9	\$13.94 or \$10.70
Change of horse power or tare (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$13.94 or \$10.70
Change of fee type (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$13.94 or \$10.70
Change in nominated use (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$13.94 or \$10.70
Vehicle Updates				
Add condition	2	NM	9	\$10.70
Delete condition	2	NM	9	\$10.70
Add concession	2	NM	9	\$10.70
Delete concession	2	NM	9	\$10.70

OFFICIAL: SENSITIVE/Commercial

DTMI751126 Agreement for the Provision of Licensing Services in the Shire of Gingin in Terms of Section 11 of The Road Traffic (Administration) Act 2008

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
New Registration				
Basic new registration	5	M	2	\$17.79
New registration with concession/condition update	5	M	2	\$17.79
New registration for heavy vehicle	6	M	3	\$22.65
Plate Receipts				
Eastern State plate return	2	NM	9	\$10.70
Western Australian plate return - no refund	2	NM	9	\$10.70
Western Australian plate return - refund	2.5	NM	9	\$10.70
Plate infringements	2	NM	9	\$10.70
Transfers				
Transfer details update (multi notification)	0.75	NM	update	\$6.57
Transfer update and payment	2.5	M	1	\$13.94
Transfer update, transfer payment and adjustment payment	3	M	1	\$13.94
Transfer update, transfer, adjustment and renewal payment	4	M	2	\$17.79
Transfer update, transfer, payment and infringement payment	3	M	1	\$13.94
Transfer update, concession update and transfer payment	2.5	M	1	\$13.94
Transfer update, transfer and renewal payment	3	M	1	\$13.94
Deceased estate transfer update and payment	2.5	M	1	\$13.94
Divorce settlement transfer update and payment	2.5	M	1	\$13.94
First and Final demand letter payment	1.5	M	1	\$13.94
Transfer infringement payment	1.5	M	1	\$13.94
Eastern States Registration	5	NM	11	\$19.40
Dealer Acquisitions				
One to five in one transaction	2	M	1	\$13.94
Adjustment Payment				
System generated notification	2	M	1	\$13.94
Created by update or variation plus update time	2	M	1	\$13.94
Driver Renewal				
Renewal with photograph	2	M	1	\$13.94
Renewal without photograph (data card still requires photographing)	2	M	1	\$13.94
Renewal with concession application	2	M	1	\$13.94
Renewal with concession deleted	2.5	M	1	\$13.94
Renewal with change of address	2.5	M	1	\$13.94
Change of name or date of birth	2.5	M	1	\$13.94
Renewal without payment	1.5	NM	9	\$10.70
Renewal and change of address without payment	2	NM	9	\$10.70
Duplicate copy of licence	2	M	1	\$13.94
Certified copy of licence	2	NM	9	\$10.70
Change of Address (multi advice)				
Motor driver licence	0.5	NM	update	\$6.57
Motor vehicle registration	0.5	NM	update	\$6.57

**MINUTES
ORDINARY COUNCIL MEETING
16 JUNE 2026**

**APPENDIX
13.1.2**

OFFICIAL: SENSITIVE/Commercial

DTMI751126 Agreement for the Provision of Licensing Services in the Shire of Gingin in Terms of Section 11 of The Road Traffic (Administration) Act 2008

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
Plate Applications				
Personalised plates	8	M	3	\$22.65
Sporting plates	8	M	3	\$22.65
Local Authority plates	8	M	3	\$22.65
Special Series plates	8	M	3	\$22.65
Plate change	2.5	M	1	\$13.94
Plate receipt – manual	2.5	NM	9	\$10.70
District Plate Conversion	2.5	M	1	\$13.94
Plate Remake Applications	8	M	3	\$22.65
Special Plate Transfers	2	M	1	\$13.94
Temporary Permits	3	M	1	\$13.94
Suspense Receipts	2	M	1	\$13.94
Vehicle Modification Permit	2	M	1	\$13.94
Dishonoured cheque payments	2	M	1	\$13.94
Original Driver Licence				
New application and application fee payment	5	M	2	\$17.79
Issue of Learners Permit	1.5	M	1	\$13.94
Update to practical driving assessment incorporating booking the practical driving assessment and provision of meeting point for driving assessment	14	NM	13	\$30.04
Practical test update and renewal or duplicate	2	M	1	\$13.94
Transfer application, application fee and renewal payment	6	M	3	\$22.65
Additional class updates and application fee payment	4	M	2	\$17.79
Additional class learner permit	1.5	NM	9	\$10.70
Extra practical test payment	2	M	1	\$13.94
Extraordinary licence - original application	7	M	3	\$22.65
Extraordinary licence - renewal	2	M	1	\$13.94
Reissue of lapsed licence and payment of renewal	4	M	2	\$17.79
Issue of Medical Assessment	3	NM	9	\$10.70
Conducting Computerised Theory Test (CTT) - General	15	M	MDL	\$33.91
Conducting Computerised Theory Test (CTT) - Heavy	15	M	MDL	\$33.91
Conducting Computerised Theory Test (CTT) - Rider	15	M	MDL	\$33.91
Conducting Hazard Perception Test (HPT)	17	M	6	\$42.96
Verify Log Book details and update Licence record	5	NM	10	\$14.57
Issue replacement Log Book	3	NM	9	\$10.70
Service of Demerit Point Suspension	5	NM	10	\$14.57
Processing of good behaviour period elections	5	NM	10	\$14.57
Service of breach notices for good behaviour period	5	NM	10	\$14.57
Miscellaneous Functions				
Create DOTDirect Account	5	NM	10	\$14.57
Manage DOTDirect Account in T-One / TRELIS	1.5	NM	update	\$6.57
Manage billing preferences in T-One	1.5	NM	update	\$6.57
Record full proof of identity	6	NM	11	\$19.40

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DTMI751126 Agreement for the Provision of Licensing Services in the Shire of Gingin in Terms of Section 11 of The *Road Traffic (Administration) Act 2008*

SCHEDULE C: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES

1. PRINCIPAL'S REPRESENTATIVE

- (a) The Principal's Representatives are:
 - (i) Director Commercial Management; or
 - (ii) Manager Statutory Agency Agreements; or
 - (iii) the person/s who for the time being, for all intents and purposes, occupies those offices; or
 - (iv) the person acting in the office that substitutes for any of the above-described offices.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:

Manager, Statutory Agency Agreements,
Commercial Management
Department of Transport and Major Infrastructure
GPO Box R1290
Perth WA 6844
Telephone: 08 6551 6308
Email: SAA@transport.wa.gov.au

2. AGENT'S REPRESENTATIVES

- (a) The Agent's Representatives are:
 - (i) Chief Executive Officer, Shire of Gingin;
 - (ii) or the person/s who for the time being, for all intents and purposes, occupy those offices.
- (b) The Agent's address for notices is the Agent's postal box address or, where the Agent does not maintain a postal box, the Agent's street address.

3. PERSONNEL AUTHORISED TO ISSUE NOTICES

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

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SCHEDULE D: CONFIDENTIAL INFORMATION

1. PRINCIPAL'S CONFIDENTIAL INFORMATION

- (a) Subject to any change(s) effected by notice in writing from the Principal to the Agent, the Principal's Confidential Information includes:
- (i) all information provided to the Agent from and relating to the Department's Systems and Databases or which can be accessed or extracted from the Department's Systems and Databases or other similar system, including information relating to Customers or data provided to the Agent for the purposes of supplying the Services under this Agreement;
 - (ii) any other data or information which is provided to the Agent by the Principal or by Customers or potential customers in the course of performing this Agreement;
 - (iii) any internal Department of Transport and Major Infrastructure information (including Departmental procedures, policies and instructions or similar documents or material) that the Agent may have, or has come to have, access to in the course of performing this Agreement;
 - (iv) computer programs, information about Customers or potential customers or details of the Principal's methods of operation;
 - (v) information comprised in, or relating to, any Intellectual Property of the Principal;
 - (vi) information relating to the internal management or structure of the Principal, or the personnel, policies and strategies of the Principal;
 - (vii) information of the Principal that has actual, or potential, commercial value to the Principal or to any person or corporation which has supplied that information;
 - (viii) information relating to the policies, strategies, practices and procedures of the Government of Western Australia or any information in the Agent's possession arising out of this Agreement relating to the Western Australian Public Service;
 - (ix) information in the Agent's possession relating to the Principal's suppliers, or like information;
 - (x) information relating to the financial position or reputation of the Principal and/or the Department including information relating to assets and liabilities; and
 - (xi) information which is commercially sensitive or personal.

(b) Personnel Confidentiality Undertaking

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

2. AGENT'S CONFIDENTIAL INFORMATION

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

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

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SCHEDULE E: BUSINESS RULES

1. BUSINESS RULES APPLICABLE TO THIS AGREEMENT

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

- (a) Licensing and administrative procedures and instructions issued by the Principal through content articles held within the Principal's knowledge management system.
- (b) Licensing instructions issued by the Principal through additional content articles or notifications held within the Principal's knowledge management system to notify Personnel of any policy changes or major changes to frontline procedures or new functions;
- (c) Administrative instructions issued by the Principal through additional content articles or notifications held within the Principal's knowledge management system to notify staff of any administrative changes or new forms;
- (d) Reasonable directives or advices issued in writing by the Principal;
- (e) Financial business rules issued by the Principal. Financial business rules includes the procedure for dealing with situations when the Principal's customers payment method does not result in a payment being made; and
- (f) Other policies and procedures issued by the Principal.

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SCHEDULE F: EQUIPMENT MAINTENANCE

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

Step	Process
Repair or Replacement Issue	Agent's Personnel are to contact the Department's Business and Systems Support team. Please do not contact the Business Information Systems (BIS) Helpdesk directly. 1800 354 928 BSS@transport.wa.gov.au
Job/Incident Logged	Agent's Personnel must provide details of the faulty equipment including the asset identification number and details of the problem. Business and Systems Support will log the incident with BIS Helpdesk. **Please Note** When logging an issue, the Agent will be provided a <u>job/incident number which will need to be referenced for any subsequent enquiries</u>. Always record this number.
Courier	The BIS Helpdesk or the Principal's Representative's nominated officer will instruct Agent's Personnel to courier the equipment if it needs to be returned for repair/replacement.
Courier details	The Agent is to immediately arrange for the return of the equipment item by calling Team Global Express ☎ 13 18 43. Quote account number XV1437. The cost of the courier will be charged to the Department. Courier to: Department of Transport and Major Infrastructure BIS, Level 3, 2 Tassels Place Innaloo WA 6018. The above instructions are correct unless otherwise advised by the Principal from time to time.
Repair and/or Replacement	The Department will organise the repair and/or replacement of the equipment item.
Return Courier	BIS Helpdesk or the Principal's Representative's nominated officer will arrange for the equipment item to be returned by courier to the Agent.
Follow Up	If the Service Staff require any follow-up assistance, the Department's Business and Systems Support can be contacted for further instruction. Please quote the job/incident number.
Escalation	If the Agent experiences any delay or has any unresolved issues, an email should be sent to BSS@transport.wa.gov.au with all details, including the job/incident number. Attention to: Manager Business and Systems Support.

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SCHEDULE G: PERSONNEL CONFIDENTIALITY UNDERTAKING

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

1. EMPLOYEE PARTICULARS

Name			
Address			
Contact			
Phone		Email	
Employer	Shire of Gingin (ABN 85 679 704 946)		

2. BACKGROUND

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

3. DEFINITIONS AND INTERPRETATION

In this undertaking:

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

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

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

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

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

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

Excepted Information means information which:

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

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

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

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

4. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

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

4.1. Use of Confidential Information

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

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

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- (ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;
- (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
- (iv) protecting the Confidential Information from unauthorised access, disclosure or use;
- (g) immediately notify the Employer and the Department if I become aware of unauthorised access, disclosure or use of the Confidential Information;
- (h) upon request from the Department, cease to access and use Confidential Information, and return all Confidential Information in my possession to the Department.

4.2. Use of Systems

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

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

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

4.3. Acknowledgments

I acknowledge and agree that:

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

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

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

In particular, the Employee acknowledges and agrees that:

- (a) as a 'government contractor' (as defined in section 81 of the *Criminal Code*), the Employee must not make an 'unauthorised disclosure' of Confidential Information. If the Employee does make an unauthorised disclosure, the Employee may be personally guilty of a crime under section 81(2) of the *Criminal Code*, which carries a maximum penalty of imprisonment for three (3) years.
- (b) the Employee must not use any System (being a 'restricted access computer system' as defined in section 440A(1) of the *Criminal Code*) when not properly authorised, or otherwise than in accordance with their authorisation to use that System. If the Employee unlawfully uses a System, the Employee may be personally guilty of a crime under section 440A of the *Criminal Code*, which carries a maximum penalty of imprisonment of ten (10) years.

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

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

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

.....(Employee)

Signature

.....

Full Name and Job Title

in the presence of:

Signature of witness:

Full name of witness

Date:

(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)

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SCHEDULE H: PERFORMANCE MEASURES

No.	Performance Measure	Qualitative Matrix
1	At least 95% Compliance Rate	Measured on a monthly basis across a sample of auditable transactions. A report of transactions conducted by the Agent is forwarded daily to the allocated TSC office or other audit team for audit. All documentation supporting each transaction processed must be dispatched by the Agent to the allocated audit team within two business days of processing to assist with the audit process. The allocated audit team will audit a number of auditable transactions and notify the Agent in writing of the errors. The Principal will notify the Agent of the allocated TSC or other audit team for the site. If the Compliance Rate is less than 95% the Agent's and Principal's Representatives will agree on an appropriate course of action to reduce the errors, notwithstanding the action available to the Principal under clause 19.1 of the Agreement.
2	Correction of identified errors	Errors identified through an audit are corrected and advice is provided to the allocated TSC or other audit team within seven (7) Business Days of notification by the TSC or other audit team.
3	Recurrent or significant errors	In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances or may request the Agent to implement processes intended to eliminate the incidence of errors. The Agent is to respond within seven (7) Business Days of the date of this notice, or otherwise within the period specified in the notice.
4	Zero breach of TRELIS data security.	The Agent will immediately notify the Principal in writing of any suspected breaches of TRELIS data security with notification addressed to the: 1. SAA@transport.wa.gov.au; or 2. Manager Statutory Agency Agreements Department of Transport and Major Infrastructure GPO R1290 Perth WA 6844
5	Written customer complaints	Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days. Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe. Should any strategies or timeframes not be agreed on, the Agent may escalate to the Director Commercial Management.
6	Compliance Escalation	The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements. The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows: 1. Manager Statutory Agency Agreements 2. Director Commercial Management The Director Commercial Management is the final escalation level.

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SCHEDULE I: LOCATION OF PREMISES FOR SERVICE PROVISION

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

Town of Gingin

Address	7 Brockman Street, Gingin WA 6503		
Contact	Chief Executive Officer	Email	mail@gingin.wa.gov.au
Phone	9575 5100		

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

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

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

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

PCI DSS Objectives and Requirements

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

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SCHEDULE K: NOTICE OF VARIATION TO SCHEDULE FORM

NOTICE OF VARIATION TO SCHEDULE

Agreement No.: DOT751421

Title: Provision of Licensing Services in the Shire of Gingin in Terms of Section 11 of the *Road Traffic (Administration) Act 2008*

Schedule: [Schedule X – Title of Schedule]

Agent: Shire of Gingin

Variation No.: _____ Variation Date: _____

Date of Variation Effect: _____

VARIATION TO SCHEDULE

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

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

[Name and Title of authorised officer]

Signature

Date

OFFICIAL: SENSITIVE/Commercial

DTMI751126 Agreement for the Provision of Licensing Services in the Shire of Gingin in Terms of Section 11 of The *Road Traffic (Administration) Act 2008*

SCHEDULE L: AGREEMENT TERM

Item No	Item Description	Details
1	Term	The appointment of the Agent by the Principal is for a term of 12 months, expiring 30 June 2027.
2	Commencement Date	1 July 2026

OFFICIAL: SENSITIVE/Commercial

DTMI751126 Agreement for the Provision of Licensing Services in the Shire of Gingin in Terms of Section 11 of The *Road Traffic (Administration) Act 2008*

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

SCHEDULE NOT USED.

13.2 PRIVACY AND RESPONSIBLE INFORMATION SHARING POLICY

File	COR/31
Author	Rachael Wright - Executive Manager Corporate Services
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	1. Privacy Responsible Information Sharing Policy [13.2.1 - 6 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider the adoption of a Privacy and Responsible Information Sharing Policy (the Policy) addressing the establishment of the Shire's framework for the lawful, transparent, secure, and responsible collection, use, storage, disclosure, and sharing of personal information in preparation for the implementation of new Privacy and Responsible Information Sharing (PRIS) legislation.

BACKGROUND

The Western Australian Government has recently introduced the *Privacy and Responsible Information Sharing Act 2024* (PRIS Act), representing a significant reform to privacy governance and information handling obligations across the public sector.

The PRIS reforms establish a formal privacy framework for Western Australian public sector agencies and introduce new obligations relating to:

- Collection and responsible information sharing between agencies;
- Privacy governance and accountability;
- Data breach management and reporting;
- Transparency regarding use and disclosure of personal information; and
- Protection of sensitive information and individual privacy rights.

Under the newly adopted PRIS Act, all local governments must adopt a privacy policy that outlines how the organisation collects, stores and handles personal data (the subject Policy of this report). Further internal procedures for managing complaints and breach responses, including a breach register, are also being developed.

The Shire currently manages significant volumes of personal and sensitive information through:

- Rates and property administration;
- Regulatory and compliance functions;
- Ranger and health services;
- Employment and contractor records;
- Community services and event management;
- Online forms and digital service delivery;
- Customer requests and complaints; and
- Cemetery records.

Officers have prepared the attached Policy to establish a contemporary governance framework that supports organisational preparedness for the PRIS Act and strengthens consistency in information handling practices across the organisation.

COMMENT

A review undertaken as part of the Policy preparation process has identified that while staff continue to manage information professionally and responsibly, several areas require strengthening to support compliance readiness under the PRIS reforms.

The review identified that the Shire currently does not have a consolidated organisation-wide privacy policy that:

- Clearly defines privacy obligations and responsibilities;
- Establishes consistent information sharing principles;
- Formalises privacy breach reporting and escalation pathways;
- Provides standardised organisational guidance; and
- Establishes governance oversight and accountability mechanisms.

The draft Policy has therefore been developed to support organisational readiness and provide a clear governance foundation prior to full implementation of the reforms.

It should be noted that while the Policy and its privacy principles become enforceable on 1 July 2026, specific requirements to report all serious data breaches to the Information Commissioner do not come into effect until 1 January 2027 in accordance with the PRIS Act.

The Policy draft was circulated to Councillors on 26 May 2026 and discussed at a Strategic Council Session on 2 June 2026. Under existing council policy, feedback on new policies is required within a period of 21 days. No feedback has been received from Councillors as at the date of writing this report (8 June 2026).

RISK IMPLICATIONS

Establishing a PRIS Policy by 1 July 2026 ensures that the Shire is compliant with newly introduced legislation mandating this requirement.

STATUTORY/LOCAL LAW IMPLICATIONS

Privacy and Responsible Information Sharing Act 2024

Whilst the PRIS Act does not specifically reference the requirement for a privacy policy, it does empower the Information Commissioner to issue guidelines in relation to any matter required or permitted by the PRIS Act, which must be complied with.

POLICY IMPLICATIONS

Council Policy Management Policy (1.4) outlines that Council has 21 days to provide feedback on any newly developed policy.

BUDGET IMPLICATIONS

As the newly introduced PRIS Act requires staff training, updating of forms, templates, front counter signage, policies and procedures, a consultant has been engaged to assist the Shire with its obligations at a cost of \$10,000 including GST.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable, and principled environment.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Hyne **SECONDED:** Councillor Woods

That Council adopt the Privacy and Responsible Information Sharing Policy as appended to this report.

**CARRIED UNANIMOUSLY
8 / 0**

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*



Policy Privacy and Responsible Information Sharing

POLICY OBJECTIVE

This policy explains how the Shire of Gingin (the Shire) collects, uses, stores, shares, and protects personal information in accordance with applicable legislation, including the *Privacy and Responsible Information Sharing Act 2024* and the *Privacy Act 1988* (Cth).

The Shire is committed to ensuring personal information is handled lawfully, transparently, securely, and in accordance with responsible information sharing principles.

POLICY SCOPE

This policy applies to all personal information collected by and provided to the Shire and governs its handling by anyone who works with or for the Shire, including:

- Councillors;
- Employees;
- Contractors and service providers;
- Volunteers; and
- External partners.

POLICY DETAIL

The Shire collects information about customers, residents, employees and other stakeholders to deliver services and carry out its functions as required by law. The collection, use and disclosure of personal information is informed by the Information Privacy Principles under the *Privacy and Responsible Information Sharing Act 2024* and the Australian Privacy Principles under the *Privacy Act 1988* (Cth).

Types of information that may be collected include (but may not be limited to):

- Names and addresses;
- Phone numbers and email addresses;
- Next of kin details;
- Gender;
- Signatures;
- Dates of birth;
- Personal images;
- Drivers' licence and passport details;
- Bank account details and payments;
- Health information;
- Police clearance information;
- Tax file numbers; and
- Vehicle registration details.



Policy Privacy and Responsible Information Sharing

Collection of Personal Information

The Shire collects personal information only where it is reasonably necessary to perform its functions.

Information may be collected through:

- Customer enquiries (phone, email, online, in person)
- Applications and approvals (planning, building, health, ranger services)
- Department of Transport licensing processes
- Rates and property records including lease agreements
- Event registrations and community programs
- Surveys, feedback, and petitions
- Tender and procurement processes
- Compliance investigations and complaints
- CCTV, body-worn cameras, and vehicle-mounted systems
- Electoral and statutory processes
- Website interactions and online forms

Where practical, individuals are informed at or before the time of collection about the purpose and use of their information.

Use of Personal Information

The Shire may use collected information for the following purposes:

- To communicate with customers and stakeholders;
- To respond to enquiries and service requests;
- To promote and manage events and programs;
- To assess applications (e.g. permits, registrations, funding requests);
- To collect and manage rates and other local government charges;
- To maintain electoral rolls and contact eligible electors;
- To fulfil legal obligations under local and state legislation; and
- To conduct investigations related to compliance, complaints, and enforcement activities.

Any information collected will only be used by the Shire for the purpose for which it was collected or for a purpose that would be reasonably expected in carrying out Shire activities and functions.

Unique identifiers created by the Shire are used only within internal systems and are not shared externally.

Information in Council Reports and Applications

Personal information may be required to be included in items presented to Council. Where this occurs, the information will be either redacted or de-identified to the greatest extent possible prior to the documents being published on the Shire's website.



Policy Privacy and Responsible Information Sharing

Storage and Protection of Personal Information

In accordance with the *State Records Act 2000 (WA)*, *Privacy Act 1988 (Cth)* and relevant guidelines, the Shire ensures that all personal, sensitive and official data is stored within Australia under Australian legal jurisdiction.

The Shire takes reasonable measures to protect personal information from loss, misuse, unauthorised access, disclosure or destruction. This includes:

- Secure electronic storage systems with encryption and controlled access;
- Multi-factor authentication;
- Restricted access to personal data based on job roles and responsibilities;
- Regular security audits and compliance checks;
- Cybersecurity measures including firewalls and secure password protocols;
- Specific measures to ensure investigation-related data is accessible only to authorised personnel; and
- Prohibiting the input of personal information into publicly available AI systems.

Data Retention and Deletion

Personal information is retained only as long as required for legal, administrative, or operational purposes. When no longer required, information is securely destroyed or de-identified in accordance with recordkeeping obligations.

Third Party Sharing

Personal information may be shared with external service providers or other government agencies where necessary for service delivery.

The Shire will only disclose personal information to authorised external entities, such as law enforcement agencies or regulatory bodies, where legally required or appropriate. The Shire will not sell personal information to third parties.

Personal information may be accessible via the Shire's rate records. The *Local Government Act 1995* requires rate records to be available for public inspection. Copies of any rate records will only be provided upon receipt of a statutory declaration identifying the person requesting the information and the reasons for the request.

External Links

The Shire's website may contain links to external sites not controlled by the Shire. The Shire accepts no responsibility for the security, content accuracy or privacy practices of external sites. Users are encouraged to review the privacy policies of these sites before providing personal information.



Policy Privacy and Responsible Information Sharing

Automated Decision Making

The Shire does not use automated decision-making systems that make decisions with legal or similarly significant effects on individuals.

Some digital systems may be used to support administrative functions (such as workflow routing or document processing), however:

- All decisions are made or approved by authorised Shire staff
- Human oversight is maintained at all times

This position will be reviewed if automated decision-making systems are introduced in the future.

Automatically Collected Information

Interaction with the Shire through social media (e.g. Facebook, Instagram etc) may result in information being collected to assist in improving communication. Social media platforms have their own privacy policies which are not controlled by the Shire.

The Shire uses cookies to improve website functionality for the user. These cookies do not collect personally identifiable information, but collect anonymous data such as browser type, IP address and pages visited. This assists in building an understanding of website traffic and improving services. Clickstream data (your path through the website) may also be recorded for statistical purposes. Users can manage cookie preferences through their own browser settings.

The Shire will never (and will not allow any third party to) use the statistical analytics tool to track or to collect any Personal Information of visitors to its website. It will not link, or seek to link, any IP address with the identity of a computer user.

The Shire will not associate any data collection from the website with any personal information from any source unless that information is explicitly submitted via a fill-in form on its website.

Accessing and Correcting Personal Information

Individuals may request access and/or corrections to their personal information by contacting the Shire in writing. Proof of identity may be required before processing any requests of this nature. Requests for information that is not publicly available may be submitted under the *Freedom of Information Act 1992*.

Requests for access to investigation-related records will be assessed under legal and procedural fairness principles to ensure compliance with privacy and public interest considerations.

Privacy Complaints and Breaches



Policy Privacy and Responsible Information Sharing

If a data breach occurs the Shire will act swiftly to minimise harm. Affected individuals will be notified immediately. The cause of the breach will be investigated and necessary measures taken to prevent future breaches.

Complaints regarding the handling of personal information can be directed to the Shire's Privacy Officer as follows:

Executive Manager Corporate Services
Email: mail@gingin.wa.gov.au

If a complaint is not resolved satisfactorily, individuals may escalate it to the Office of the Information Commissioner.

DEFINITIONS

Cookies means small data files stored on a user's computer that help improve website usability and analytics.

De-identified means personal information being redacted, removed or replaced with broad descriptors or codes so that data can be used without revealing identities.

Personal Information means information that is identifiable as being about a particular person.

Sensitive Information means a special category of Personal Information that includes details about an individual:

- Personal identity and beliefs;
- Race or ethnic background;
- Gender identity;
- Sexual orientation or practices;
- Political views or membership of a political group.
- Religious beliefs or affiliations;
- Philosophical beliefs;
- Membership of a professional or trade association;
- Membership of a trade union;
- Criminal history; and
- Health, genetic or biometric information (e.g. biometric templates or data used for verification purposes).

Unique Identifiers means numbers or codes used to identify and/or track people or things, such as:

- Tax file numbers, driver's licence number and passport number;
- IP addresses and MAC addresses;
- Employee ID and customer ID numbers;



Policy Privacy and Responsible Information Sharing

- Barcodes, QR codes and Vehicle Identification Numbers; and
- Medicare numbers and Health Record numbers.

RELATED LEGISLATION

Freedom of Information Act 1992 (Cth)
Local Government Act 1995

Privacy Act 1988 (Cth)
Privacy and Responsible Information Sharing Act 2024
State Records Act 2000

RELATED POLICIES/KEY DOCUMENTS

Shire of Gingin Record Keeping Plan
Shire of Gingin Freedom of Information Statement
Shire of Gingin CEO Directive Use of Artificial Intelligence

DELEGATED AUTHORITY

Not applicable.

POLICY ADMINISTRATION

Review Cycle	4 years	Next Review	
Department	Corporate Services		

Version	Decision Reference	Synopsis

13.3 COMMUNITY FUNDING PROGRAM 2026/27

This matter was brought forward for discussion as the second item of business (see pg. 20).

The Coordinator Governance left the meeting at 5:12 pm and returned at 5:14 pm.

File	GRA/20
Author	Janet Lynch - Leasing and Grants Officer
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	20 December 2022 - Item 12.1; 19 May 2026 – Item 13.3
Appendices	- Community Grant Application Table [13.3.1 - 5 pages] - Gingin Arts & Craft [13.3.2 - 4 pages] - Gingin Bowling Club [13.3.3 - 5 pages] - Gingin Canine Collective [13.3.4 - 3 pages] - Gingin Golf Club [13.3.5 - 3 pages] - Gingin Pistol Club [13.3.6 - 3 pages] - Gingin Scout Group [13.3.7 - 3 pages] - Guilderton Community Association [13.3.8 - 4 pages] - Guilderton Community Association - Ukelele [13.3.9 - 3 pages] - Guilderton Library [13.3.10 - 5 pages] - Lancelin Primary School P&C [13.3.11 - 3 pages] - Ledge Club WA [13.3.12 - 3 pages] - Ledge Point Community Association - Xmas Carols [13.3.13 - 3 pages] - Ledge Point Community Association - Family Day [13.3.14 - 3 pages] - Ledge Point Country Club [13.3.15 - 5 pages] - Lower Coastal Community Association [13.3.16 - 3 pages] - Moore Clothes [13.3.17 - 3 pages] - Neergabby Community Association [13.3.18 - 3 pages] - Ocean Farm Community Association [13.3.19 - 3 pages] - Second Act Arts [13.3.20 - 3 pages] - Gingin Arts & Craft - PLI [13.3.21 - 2 pages] - Gingin Canine Collective - PLI [13.3.22 - 2 pages] - Guilderton Community Association - PLI [13.3.23 - 2 pages] - Lancelin District Community Association - PLI [13.3.24 - 2 pages] - Ledge Club WA - PLI [13.3.25 - 3 pages] - Ledge Point Community Association - PLI [13.3.26 - 3 pages]

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|--|--|
| | 27. Lower Coast Community Association - PLI [13.3.27 - 2 pages] |
| | 28. Stable Fly Action Group - PLI [13.3.28 - 2 pages] |
| | 29. Lancelin District Community Association - Over \$10000 [13.3.29 - 5 pages] |
| | 30. Moore Clothes - Over \$10000 [13.3.30 - 4 pages] |
| | 31. Ellen Brockman Catchment Group - FAS [13.3.31 - 4 pages] |
| | 32. Gingin Brook Catchment Group - FAS [13.3.32 - 4 pages] |
| | 33. Gingin Youth CARE - FAS [13.3.33 - 4 pages] |
| | 34. Lancelin CRC - FAS [13.3.34 - 4 pages] |
| | 35. Lower Moore River Working Group - FAS [13.3.35 - 4 pages] |

DISCLOSURES OF INTEREST

Councillor Balcombe disclosed an impartiality interest in relation to Item 13.3 as she works for another funding institution. Also she is the Shire representative on the Gingin Community Resource Centre.

Councillor Hyne disclosed an impartiality interest in relation to Item 13.3 as he has a relative who is the Group Leader of the Gingin Scout Group, one of the community groups applying for funding.

Councillor Kestel disclosed an impartiality interest in relation to Item 13.3 as he is a director of Bendigo Bank whom some of the applicants have applied for funding.

Councillor Stewart disclosed an impartiality interest in relation to Item 13.3 as he is a member of canine collective, LDCA.

Councillor Wilkie disclosed an impartiality interest in relation to Item 13.3 as he is a Member Lancelin District Community organisation and other committee.

PURPOSE

To assess the 2026/27 Community Funding Program submissions for inclusion in the draft 2026/27 Municipal Budget.

BACKGROUND

At its Ordinary Meeting on 20 December 2022, during the three-year review of the Community Funding Program (Item 12.1), Council resolved as follows:

1. *Commencing in the 2023/24 Budget, support:*

- a. *an annual Community Projects Program (up to \$10,000) allocation of \$65,000 (ex GST);*
 - b. *an annual Public Liability Insurance Contributions allocation of \$5,000 with applications approved on a three-year basis, or a portion thereof;*
 - c. *an annual Budget Request Over \$10,000 allocation of \$30,000 (ex GST); and*
 - d. *an annual Funding Assistance Program allocation of \$61,000 (ex GST) with applications approved on a three-year basis, or portion thereof; and*
2. *Review the Community Funding Program and stream allocations on a three-yearly basis with the next review to be held in 2025.*

The Community Funding Program provides financial assistance to community groups and not-for-profit organisations to conduct projects or initiatives which support the aspirations of Council's *Strategic Community Plan 2024 – 2034*.

Table 1 details Community Funding allocated by Council in the last four years.

Table 1

	Community Funding (Up to \$10,000)	Public Liability Insurance (PLI)	Budget Request (Over \$10,000)	Funding Assistance Program
2022/23	\$53,840 (18 projects)	\$4,706 (13 projects)	\$12,000 (1 project)	\$51,000 (7 projects)
2023/24	\$60,145 (22 projects)	\$4,688.77 (13 projects)	\$88,542 (1 project)	\$43,000 (8 projects)
2024/25	\$57,208 (17 Projects)	\$6,000 (12 Projects)	\$38,000 (2 Projects)	\$43,000 (8 Projects)
2025/26	\$49,900 (18 projects)	\$7,000 (16 projects)	\$25,000 (1 projects)	\$38,000 (7 projects)

The 2026/27 Community Funding program was open for applications from 1 February 2026 to 31 March 2026 and was promoted online, through local newsletters and in email correspondence with community groups. A workshop guiding groups through the application process was promoted on the Shire's social media platforms, presented at two sessions in Gingin and Lancelin, and community groups had the opportunity to contact the Grants Team to discuss their grants.

A report in relation to the 2026/27 Community Funding Program was presented to Council at the Ordinary Meeting on 19 May 2026, with Council resolving to defer consideration of the matter to enable further discussion.

Subsequently, the applications and associated considerations were discussed with Council members during a strategic session on 2 June 2026.

COMMENT

Overall, 34 Community Funding applications have been received for the 2026/27 grants program, summarised in Table 2. The summary includes the number of applications received in each category.

Table 2

	Community Funding (Up to \$10,000)	Public Liability Insurance (PLI)	Budget Request (Over \$10,000)	Funding Assistance Program	Total
Budget Allocation	\$65,000 pa	\$5,000 pa	\$30,000 pa	\$61,000 pa	\$161,000 pa
Number of applications received	19	8	2	5	34
Total \$ value of requests (ex GST)	\$113,240	\$3,907	\$300,000	\$40,000	\$457,147
Total \$ value of recommendation	\$58,150	\$4,000	\$10,000	\$30,000	\$102,150

It is recommended that due to PLI applications being approved for a three-year cycle, Council budget for a maximum rate of \$500 for all PLIs to allow for increases in the groups' insurance premiums. Once invoices are received, the Shire will contribute 50% of the invoice value, capped at \$500 per group.

The total value of applications received amounts to \$457,147.26. This exceeds the total monetary value of applications received in 2025/26 (\$233,256.41) and equates to \$296,147.26 above the agreed funding limits for the Shire's Community Grants Program.

The total of funding recommended by administration is \$102,150 which is \$58,850 below the agreed funding limits for various reasons outlined in the **appendices**.

A summary of the grant applications received, together with administration funding recommendations and the rationale for each, as well as copies of each application form, are provided in the **appendices**.

In the absence of prescriptive criteria, administration has attempted to make the funding amounts equitable and consistent with previous funding and support.

Administration intends to overhaul the existing Community Funding Program for future years to ensure clearer policies, guidelines and assessment criteria are included. A revised contemporary program will ensure it is easier for both applicants to apply, and the Shire to assess their applications.

The Gingin and Districts Community Resource Centre Inc (GCRC) has advised that it was unable to submit an application within the current grant program timeframe due to an administrative oversight. The GCRC has requested that consideration be given to re-entering the Funding Assistance Program that it participated in over the previous three-year funding period.

Additionally, the GCRC has sought approval to transfer unexpended grant funding allocated to the Gingin British Car Day, which did not proceed during the 2025/26 financial year. The GCRC has already been paid the initial 50% instalment of the approved grant.

It is recommended that any approval to transfer the event funding be subject to the condition that the initial 50% payment be returned and the full grant amount be considered as part of the 2026/27 budget process.

Approving a late application for entry into the Community Grants Program for the GCRC would be inconsistent with the intentions of the Community Grants Program and would undermine the integrity of the grant assessment process. It would also set an undesirable precedent for future late applications.

The request to transfer unexpended event funding requires separate consideration, having regard to the specific grant conditions and whether such a variation is to be permitted.

RISK IMPLICATIONS

There is a risk of exceeding the allocated budget, which could impact the availability of funds for other priorities. This risk is mitigated by applying agreed funding caps, assessing applications against available budget allocations, and prioritising funding recommendations within Council-endorsed limits. In addition, applications are evaluated based on the supporting evidence provided, with a consistent and equitable assessment approach applied to benchmark proposals against one another and ensure fairness in funding decisions.

There is also a risk that variations in grant distribution may lead to perceived or actual inequities between community groups or across geographic localities, which may reduce alignment with Council's equity and inclusion objectives. This risk is mitigated through the use of published assessment criteria, consistent evaluation by administration, and transparent reporting of funding decisions and recommendations.

Operational risks exist where funded projects may not proceed, funds may not be used for the approved purpose, or recipients may fail to complete the acquittal process within required timeframes.

These risks are mitigated through grant conditions, staged payments (including partial upfront payments), mandatory acquittal requirements, and the ability for Council to recover unspent or unacquitted funds where necessary.

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Council's determination will inform which projects are to be included in the 2026/27 draft Budget for Council consideration. As the applications exceed the amounts allocated by Council with the exception of the Funding Assistance Program, Council may consider partially funding some projects.

The total of funding recommended by administration is \$102,150 which equates to \$58,850 less than the agreed funding limits for 2026/27.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	1. Attractions & Economy - Actively Pursue Tourism and Economic Development
Strategic Objective	1.1 Investment Attraction - Foster relationships with key stakeholders to attract tourism/economic development initiatives that will contribute to the Shire's economy 1.6 Attractions & Events - Host/support iconic community events and attractions that will entice residents and visitors throughout the year

Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Strategic Objective	2.1 Community Safety & Support - Provide support and advocacy to residents and visitors so that they feel safe and secure at home and in the environment 2.4 Youth Investment - Promote and undertake activities that provide youth retention and capacity building in our communities 2.5 Community Capacity Building - Empower all ages to be culturally aware and involved in diverse community initiatives including volunteering, culture and the arts

	2.7 Accessibility - Ensure that the Shire's infrastructure and services are accessible to seniors and community members with a disability 2.8 Services & Facilities - Provide cost effective services and facilities which meet the needs of the community
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Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.1 Climate Change & Adaption - Understand the impacts of climate change and identify actions to adapt and mitigate those impacts 3.2 Preservation & Management of Endangered Habitat & Coastal Reserves - Sustainable policy/actions supporting preservation activities

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.1 Management of Assets - Maintain civic buildings, sporting facilities, public places, plant and road and cycleway/pathways based on asset management plans and identified priorities 4.5 Key Stakeholder Partnerships - Foster applicable relationships and partnerships with key stakeholders to achieve outcomes

VOTING REQUIREMENTS - SIMPLE MAJORITY

MOTION/OFFICER RECOMMENDATION

MOVED: Councillor Stewart SECONDED: Councillor Hyne

That Council:

1. Agree to include the following Community Funding Program amounts for consideration in the draft 2026/27 Budget:

Group	Project	Grant
Ellen Brockman Integrated Catchment Group	Water Quality in Gingin Brook Catchment - 3 years	\$5,000
Gingin Arts and Craft Group Inc	Workshop and Storage Shed	\$5,000
Gingin Arts and Craft Group Inc	Public Liability Insurance	\$500
Gingin Bowling Club Inc	LED Lighting Project	\$5,000
Gingin Brook Catchment Group	Weedy Grass Control in the Gingin Cemetery - 3 years	\$5,000
Gingin Canine Collective Inc	Fencing for Dog Off-Lead Area - Weld St	\$5,000

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Gingin Canine Collective Inc	Public Liability Insurance	\$500
Gingin Golf Club Inc	Veranda for Golf Clubhouse	\$5,000
Gingin YouthCARE Council	Chaplaincy Service at GGDHS	\$5,000
Guilderton Community Association Inc	Guilderton Community Day 2027	\$1,000
Guilderton Community Association Inc	The Great Ukulele Muster 2027	\$500
Guilderton Community Association Inc	Public Liability Insurance	\$500
Lancelin Community Resource Centre Inc	Tourism	\$10,000
Lancelin District Community Association Inc	Recycling Shed	\$10,000
Lancelin Districts Community Association Inc	Public Liability Insurance	\$500
Lancelin Primary School P&C Inc	Lancelin Primary School Monster Fete	\$5,000
Ledge Club WA Inc	Muscle Car and Hot Rod Event - Ledge Point	\$850
Ledge Club WA Inc	Public Liability Insurance	\$500
Ledge Point Community Association Inc	Christmas Carols in the Park 2026	\$800
Ledge Point Community Association Inc	Show and Shine Family Day 2026	\$5,000
Ledge Point Community Association Inc	Public Liability Insurance	\$500
Ledge Point Country Club Inc	Community Events	\$5,000
Lower Coastal Community Association Inc	Public Liability Insurance	\$500
Lower Coastal Community Association Inc	Bus Step and Handrail	\$1,000
Lower Moore River Working Group	Lower Moore River Management Plan and Silver Creek Management Plan	\$5,000
Moore Clothes Inc	Moore Clothes Shed Extension	\$5,000
Neergabby Community Association Inc	Neergabby Fireworks Night	\$5,000
Ocean Farm Community & Rec Association Inc	Playground Installation	\$5,000

Scouts WA - Gingin Scouts Group	Off Grid Solar/Battery Power	\$4,000
Stable Fly Action Group Inc	Public Liability Insurance	\$500
	Total	\$102,150

2. Refuse to include the following request from the Gingin and Districts Community Resource Centre Inc for consideration in the draft 2026/27 budget:

Group	Project	Grant
Gingin and Districts Community Resource Centre Inc	Tourism	\$10,000

3. Agree to transfer the following funding allocated to the Gingin and Districts Community Resource Centre Inc from the 2025/26 budget for consideration in the draft 2026/27 budget, subject to the condition that the initial 50% payment already made be returned, with the full funding amount to be reconsidered as part of the 2026/27 Community Grants Program:

Group	Project	Grant
Gingin and Districts Community Resource Centre Inc	Gingin British Car Day	\$25,000

A point of order was raised by Cr Weeks regarding accuracy of the information. The Presiding Member ruled that the point of order was rejected.

A point of order for a procedural motion against the ruling was raised by Cr Stewart stating Councillors are required to follow the Code of Conduct. 6(a) states that Councillors should base decisions on relevant and factually correct information.

PROCEDURAL MOTION

MOVED: Councillor Stewart **SECONDED:** Councillor Wilkie

The ruling of the Presiding Member be disagreed with.

CARRIED
7 / 1

FOR: Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie and Councillor Weeks

AGAINST: Councillor Woods

The Presiding Member requested that Councillor Hyne clarify his statement.

AMENDMENT MOTION

MOVED: Councillor Kestel SECONDED: Councillor Stewart

That Council amend the motion by:

1. Adding the following line to Part 1:

Gingin and Districts Community Resource Centre Inc	Tourism	\$7,000
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2. Amending the Total to \$109,150;
3. Deleting Part 2; and
4. Re-numbering Part 3 accordingly.

CARRIED
6 / 2

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Woods and Councillor Weeks*

AGAINST: *Councillor Stewart and Councillor Wilkie*

Reason for Amendment

Gingin Community Resource Centre Inc, although late with their application, perform a tourism function for the community and as such should be considered in the draft budget.

AMENDMENT MOTION

MOVED: Councillor Peczka SECONDED: Councillor Kestel

That Council amend 13.3.32 Gingin Brook Catchment Group Weedy Grass Control in the Gingin Cemetery - 3 years by deleting the words '3 years' and inserting the words '1 year'.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

Reason for amendment

For Council to accept responsibility for overall maintenance of the Cemetery Reserve. Accepting a one (1) year period by external parties is to allow for the transition of responsibility of weed control and maintenance into Council's Operations Team for the following years.

The Presiding Member declared the meeting was adjourned at 5:41 pm.

The Presiding Member resumed the meeting at 5:48 pm.

Present at the resumption of the meeting were:

Councillors – L Balcombe (President/Presiding Member), F Peczka (Deputy President), C Hyne, R Kestel, L Stewart, J Weeks (via Teams), D Wilkie and N Woods.

Staff – J Bayliss (Chief Executive Officer), R Wright (Executive Manager Corporate Services) R March (Executive Manager Operations and Assets), K Okely (Executive Assistant to CEO), L Burt (Coordinator Governance) and Y Moorby (Governance Support Officer/Minute Officer).

The amendment was incorporated into the substantive motion which was then put.

COUNCIL RESOLUTION

MOVED: Councillor Stewart SECONDED: Councillor Hyne

That Council:

- 1. Agree to include the following Community Funding Program amounts for consideration in the draft 2026/27 Budget:**

Group	Project	Grant
Ellen Brockman Integrated Catchment Group	Water Quality in Gingin Brook Catchment - 3 years	\$5,000
Gingin Arts and Craft Group Inc	Workshop and Storage Shed	\$5,000
Gingin Arts and Craft Group Inc	Public Liability Insurance	\$500
Gingin Bowling Club Inc	LED Lighting Project	\$5,000
Gingin Brook Catchment Group	Weedy Grass Control in the Gingin Cemetery - 1 year	\$5,000
Gingin Canine Collective Inc	Fencing for Dog Off-Lead Area - Weld St	\$5,000

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Gingin Canine Collective Inc	Public Liability Insurance	\$500
Gingin Golf Club Inc	Veranda for Golf Clubhouse	\$5,000
Gingin YouthCARE Council	Chaplaincy Service at GGDHS	\$5,000
Guilderton Community Association Inc	Guilderton Community Day 2027	\$1,000
Guilderton Community Association Inc	The Great Ukulele Muster 2027	\$500
Guilderton Community Association Inc	Public Liability Insurance	\$500
Lancelin Community Resource Centre Inc	Tourism	\$10,000
Lancelin District Community Association Inc	Recycling Shed	\$10,000
Lancelin Districts Community Association Inc	Public Liability Insurance	\$500
Lancelin Primary School P&C Inc	Lancelin Primary School Monster Fete	\$5,000
Ledge Club WA Inc	Muscle Car and Hot Rod Event - Ledge Point	\$850
Ledge Club WA Inc	Public Liability Insurance	\$500
Ledge Point Community Association Inc	Christmas Carols in the Park 2026	\$800
Ledge Point Community Association Inc	Show and Shine Family Day 2026	\$5,000
Ledge Point Community Association Inc	Public Liability Insurance	\$500
Ledge Point Country Club Inc	Community Events	\$5,000
Lower Coastal Community Association Inc	Public Liability Insurance	\$500
Lower Coastal Community Association Inc	Bus Step and Handrail	\$1,000
Lower Moore River Working Group	Lower Moore River Management Plan and Silver Creek Management Plan	\$5,000
Moore Clothes Inc	Moore Clothes Shed Extension	\$5,000
Neergabby Community Association Inc	Neergabby Fireworks Night	\$5,000
Ocean Farm Community & Rec Association Inc	Playground Installation	\$5,000

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16 JUNE 2026**

Stable Fly Action Group Inc	Public Liability Insurance	\$500
Scouts WA - Gingin Scouts Group	Off Grid Solar/Battery Power	\$4,000
Gingin and Districts Community Resource Centre Inc	Tourism	\$7,000
	Total	\$109,150

2. Agree to transfer the following funding allocated to the Gingin and Districts Community Resource Centre Inc from the 2025/26 budget for consideration in the draft 2026/27 budget, subject to the condition that the initial 50% payment already made be returned, with the full funding amount to be reconsidered as part of the 2026/27 Community Grants Program:

Group	Project	Grant
Gingin and Districts Community Resource Centre Inc	Gingin British Car Day	\$25,000

**CARRIED UNANIMOUSLY
8 / 0**

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

Community Grants <\$10,000 Summary 2026/27

Reference	Applicant	Project	Payment In-Kind	Cash Contribution	Requested	Recommended	Reasoning
ICP273587	Gingin Canine Collective Inc (Concept Enquiry Approved)	Fencing for Dog Off-Lead Area - Weld St	\$0	\$3,300	\$10,000	\$5,000	Consistent amount to align with all Shire facility funding requests
ICP273807	Ledge Point Country Club Inc	Community Events	\$8,500	\$6,600	\$8,000	\$5,000	Consistent amount to align with all community group event requests
ICP273869	Ledge Club WA Inc	Muscle Car and Hot Rod Event - Ledge Point	\$2,280	\$0	\$850	\$850	Minor funding under consistent amount to align with all community group events
IAP274115	Gingin Golf Club Inc (Concept Enquiry Approved)	Veranda for Golf Clubhouse	\$5,000	\$10,000	\$10,000	\$5,000	Consistent amount to align with all Shire facility funding requests
IAP274230	Guilderton Community Association Inc	Guilderton Community Day 2027	\$5,000	\$0	\$1,000	\$1,000	Minor funding under consistent amount to align with all community group events
IAP274232	Guilderton Community Association Inc	The Great Ukulele Muster 2027	\$4,000	\$0	\$1,250	\$500	New event, no certainty around its success
IAP274242	Gingin Arts and Craft Group Inc	Workshop and Storage Shed	\$1,869	\$1,187	\$10,000	\$5,000	Consistent amount to align with all Shire facility funding requests
IAP274275	Ledge Point Community Association Inc	Christmas Carols in the Park 2026	\$2,000	\$800	\$800	\$800	Minor funding under consistent amount to align with all community group events
IAP274277	Ledge Point Community Association Inc	Show and Shine Family Day 2026	\$5,000	\$3,000	\$8,500	\$5,000	Consistent amount to align with all community group event requests
IAP274291	Lancelin Primary Schol P&C Inc	Lancelin Primary School Monster Fete	\$8,050	\$0	\$6,000	\$5,000	Consistent amount to align with all community group event requests
IAP274312	Moore Clothes Inc (Concept Enquiry Approved)	Moore Clothes Shed Extension	\$5,000	\$5,000	\$10,000	\$5,000	Consistent amount to align with all Shire facility funding requests

**MINUTES
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APPENDIX 13.3.1

Reference	Applicant	Project	Payment In-Kind	Cash Contribution	Requested	Recommended	Reasoning
IAP274400	Guilderton Community Library	20th Birthday Gala Celebration	\$2,000	\$0	\$1,500	\$0	Event timing does not fit within the grant programs timeline
IAP274330	Lower Coastal Community Association Inc	Bus Step and Handrail	\$601.25	\$0	\$2,440	\$1,000	The project relates to an asset that is not Shire-owned, and full funding would be inconsistent with funding priorities
IAP274383	Ocean Farm Community & Rec Association Inc	Playground Installation	\$5,000	\$16,000	\$5,000	\$5,000	Consistent amount to align with all Shire facility funding requests
IAP274384	Gingin Bowling Club Inc	LED Lighting Project	\$12,000	\$31,700	\$7,500	\$5,000	Consistent amount to align with all Shire facility funding requests
IAP274406	Gingin Pistol Club Inc	Upgrade of Gun Range	\$14,600	\$40,000	\$10,000	\$0	Incomplete application
IAP274442	Second Act Arts Inc	Chronicle: Stories of Gingin	\$2,000	\$1,000	\$6,500	\$0	Not a local group and no evidence of past projects
IAP274443	Scouts WA - Gingin Scouts Group	Off Grid Solar/Battery Power	\$0	\$3,210	\$4,000	\$4,000	Consistent amount to align with all Shire facility funding requests
IAP274590	Neergabby Community Association Inc	Neergabby Fireworks Night	\$10,000	\$0	\$10,000	\$5,000	Consistent amount to align with all community group event requests
		Total			\$113,340	\$58,150	

Community Grant >\$10,000 Summary 2026/27

Reference	Applicant	Project	Payment In-Kind	Cash Contribution	Requested	Recommended	Reasoning
ICP272558	Lancelin District Community Association Inc	Recycling Shed	\$0	\$300,000	\$250,000	\$10,000	Over budgeted amount. Funding allocated to ensure lot is serviced
IAP272311	Moore Clothes Inc	Moore Clothes Expansion - Shed	\$5,000	\$0	\$50,000	\$0	Project is receiving funding through Community Project stream
		Total			\$300,000	\$10,000	

**MINUTES
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APPENDIX 13.3.1

Public Liability Insurance 2026/27

Reference	Applicant	Requested	Recommended
ICP272193	Ledge Club WA Inc	\$500	\$500
ICP273644	Guilderton Community Association Inc	\$407.26	\$500
ICP273805	Lancelin Disctrict Community Association Inc	\$500	\$500
ICP273942	Stable Fly Action Group Inc	\$500	\$500
IAP274243	Gingin Arts and Craft Group Inc	\$500	\$500
IAP274274	Ledge Point Community Association Inc	\$500	\$500
IAP 274331	Lower Coastal Communities Association Inc	\$500	\$500
IAP274153	Gingin Canine Collective Inc	\$500	\$500
	Total	\$3,907.26	\$4,000

3 Year Funding Assistance Program Summary 2026/27

Reference	Applicant	Project	Payment In-Kind	Cash Contribution	Requested	Recommended	Reasoning
ICP273548	Lancelin Community Resource Centre	Tourism	\$13,100	\$6,500	\$10,000	\$10,000	Consistent amount to align with all tourism funding requests
IAP274068	Gingin YouthCARE Council	Chaplaincy Service at GGDHS	\$0	\$16,000	\$5,000	\$5,000	Amount consistent with previous project funding requests
IAP274148	Ellen Brockman Intergrated Catchment Group	Water Quality in Gingin Brook Catchment	\$40,500	\$0	\$15,000	\$5,000	Consistent amount to align with all environmental project funding requests
IAP274257	Gingin Brook Catchment Group	Weedy Grass Control in the Gingin Cemetery	\$3,427	\$0	\$5,000	\$5,000	Consistent amount to align with all environmental project funding requests
IAP274407	Lower Moore River Working Group	Lower Moore River Management Plan and Silver Creek Management Plan	\$20,000	\$2,000	\$5,000	\$5,000	Consistent amount to align with all environmental project funding requests
		Total			\$40,000	\$30,000	



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	Community Craft Art Workshop and Storage Shed		
Sum requested from the Shire of Gingin (GST exclusive):	\$10,000		
Organisation name:	Gingin Arts & Craft Group Inc.		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	Secretary
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below			

***AUSPICING ORGANISATION DETAILS IF RELEVANT** (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:			
Postal Address:			
Contact person:		Role:	
Contact number:		Email:	
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The Gingin Arts & Craft Group require a shed storage area to be constructed external to our existing craft rooms, that is multipurpose:

- to provide an outdoor workspace for craft workshops & teaching sessions that cannot be conducted indoors.
- to provide additional storage space for art & craft supplies and equipment; and
- to provide storage for community Christmas decorations for The Gingin Christmas Angels.

d) Which of the funding focus areas does this your project support?

Grow and Nurture Community Connectedness and Wellbeing.

b) How will this project benefit the community? What do you plan to achieve?

The current craft room and its available storage is limited, and we are running out of space to keep the craft supplies & equipment of our growing member base, and our growing craft offerings.

We are increasing the number of workshops that are held in the craft rooms and the number of attendees (both member and non-member) are increasing all the time.

We wish to offer craft activities and workshops that cannot be completed indoors and our members will require an appropriate workshop & storage space outside of the main craft rooms.

The Gingin Christmas Angels – a sub-committee of the Gingin Arts & Craft Group, require a secure storage space for the community Christmas display decorations. This includes the giant 6m community Christmas Tree, and other larger items that are unable to fit inside the craft rooms.

The new storage area will enable the assets of the craft group to be stored safely and insured appropriately for the immediate and ongoing benefit to the members & non-members of the Gingin Arts & Craft Group as well as the greater Gingin community.

c) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business

☒ Kids ☒ Youth ☒ Elderly ☒ Other (specify):

e) What experience does your group have that will enable you to complete the project?

We have sought quotes from professional trades to complete the supply and installation of the shed, required retaining and electrical installation etc.

3. BUDGET

a) **Project Income:** Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$1,187	\$1,869	☒
Shire of Gingin Request	\$10,000	\$	☐
List other sources such as other grants being applied for or local sponsorships			
Gingin Christmas Angels	\$500	\$	☒
CBH Community Grant	\$20,000		☐
Bendigo Bank Community Grant	\$10,000		☐
Total \$ Income	\$43,556	\$1,869	

b) **Project Expenditure:** what will you need to purchase/hire to complete the project?

EXPENDITURE					
Item(s) description	Cash (GST EXCL)	In-Kind	Total (INC GST)	Tick that Shire grant would fund.	Items Shire would fund.
Shed Supply & Construction	\$15,603.64	\$0	\$17,164	☒	
Earthworks	\$8,960.00	\$0	\$9,856	☐	
Electrical installation in the shed	\$3,900	\$0	\$4,290	☐	
Electrical connection from craft room to shed	\$2,463.54	\$0	\$2,710	☐	
Whirlybird supply	\$159.09	\$0	\$175	☐	
Shelving – Racklt x 5	\$1,356.18	\$0	\$1,492	☐	
Plants & Garden screening	\$909.09	\$0	\$1,000	☐	
Retaining Wall Supply & Install	\$4,545.45	\$0	\$5,000	☐	
Labour – whirlybird install, gardening & general labour	\$1,869	\$1,869	\$1,869	☐	
Total \$ cost of items	\$39,766.46	\$1,869	\$43,556		

c) **Do you need to use a Shire building or Public Open Space?** (if yes, please detail)

The Gingin Arts & Craft Group are currently leasing the craft room located at 11 Constable Street, Gingin. The shed installation will be located at the rear of this property and will effectively become a permanent fixed asset for the Shire-owned property.

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principle Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the **Funding Agreement** (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date: 18/03/2026

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Secretary

Witness name:

(President)

Witness signature:

Auspecting organisation Details (if applicable)

Auspecting Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	LED Lighting Project and Surrounds Upgrade – Gingin Bowling Club		
Sum requested from the Shire of Gingin (GST exclusive):	\$7 500 (Total project cost \$ 106 700)		
Organisation name:	Gingin Bowling Club Inc.		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	President
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below			

***AUSPICING ORGANISATION DETAILS IF RELEVANT** (if the applicant is not incorporated and another organisation is auspicing)

Organisation name:	[REDACTED]		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	[REDACTED]
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The Gingin Bowling Club proposes to upgrade lighting for both the A and B Greens to modern LED floodlighting. **The existing lighting infrastructure is at the end of its life, with two towers no longer operational and unable to be repaired.** Following consultation with Eagle Eye Electrical, the club has been advised that full replacement with LED lighting is the only viable solution.

According to Bowls Australia, effective lighting for outdoor bowling greens requires even illumination coverage, maximized lux levels on the perimeter, and minimal glare. The proposed asymmetric LED floodlights will provide the required light quality, uniformity, and energy efficiency to meet these standards.

The current lighting failure has rendered both greens unusable for night-time activities. As a result, numerous summer social events, club competitions, and pennant fixtures that would typically occur in the evenings are now unable to proceed.

Both Bowls Australia and Eagle Eye Electrical recommend replacing the obsolete lighting with modern LED systems due to their significant advantages:

- Long Lifespan: Highly durable, reducing maintenance and replacement frequency.
- Energy Efficiency: Up to 77% reduction in electricity consumption compared to traditional lights.

-
- Improved Performance: Consistent and glare-free illumination meeting Bowls Australia's 200-lux standard for safe and comfortable play.

Whilst completing the LED Lights project, the club also requires the replacement of artificial grass and surrounds on both greens, along with replacing the old shade structure the north side of A green.

Funding for the project will be applied and potentially sourced from the following: the Gingin Community Bendigo Bank, Image Resources through the Gingin Recreation Centre, the Shire of Gingin, The Department of Sport and Recreation Lighting Program (if the program is reinstated), local sponsors and Gingin Bowling Club funding.

The club sees this as an exciting opportunity to return the Gingin Bowling club back to full potential with night-time games and social community events and significantly increase the potential use of this Shire owned asset.

With the completion of this project, we believe we can attract and grow a larger membership base and attract many more guests to the club. The Gingin community is growing (8% population growth in the last 5 years (2021 ABS Census) and with an increase in new houses with the new subdivisions, and the club would like to welcome this growing population.

We believe this strategy will help secure the long-term viability of the Gingin Bowling Club, it will grow our member base, improve the experience by all attending the venue, and increase the building and on-green use by many Gingin Shire residents.

d) Which of the funding focus areas does this your project support?

Grow and Nurture Community, Connectedness and Wellbeing.

The Committee is very committed to continue to grow and see the Gingin Bowling Club as a social hub for the older, middle, and younger demographic in the Shire to come together, enjoy each other's company and socialise. Current member numbers are 81, 78 in 2024, 76 in 2023, 68 in 2022 and 60 in 2021.

There has been a culture change at the club in the past few years to be a very inviting, family friendly environment, welcoming all in the community to this growing club. This is the go-to place for many on a Friday evening to socialise, every week of the year.

b) How will this project benefit the community? What do you plan to achieve?

1. Extended Playing Hours

- Enables evening and social night games, allowing working community members to participate.
- Creates opportunities for twilight competitions, social events, and casual night play.

2. Greater Accessibility & Safety

- Brighter, more uniform lighting supports older players and those with reduced vision.
- Enhanced visibility improves safety and encourages participation from families and newcomers to the Shire.

3. Increased Event Opportunities

- Capability to host night tournaments, fundraising events, and community gatherings, helping to grow participation and revenue.

4. Enhanced Facility Use & Sustainability

- More playing hours and flexible scheduling will increase facility use and financial sustainability.

5. Community and Youth Engagement

- The improved facilities will appeal to younger demographics, helping foster community inclusion and active lifestyles.

The club has been working very hard to increase the membership base and grow the family inclusive culture of the club. Attached to this application are letters of support from members with young families. We intend to continue to offer a nice venue with a welcoming culture and grow our family members and guest numbers.

c) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business

☒ Kids ☒ Youth ☒ Elderly ☒ Other (specify): Families

e) What experience does your group have that will enable you to complete the project?

The Gingin Bowling Club has an excellent track record of co-funding projects and completing projects within budget and on time. Projects in the past have included:

- The initial change from 2 grass greens to 2 new synthetic carpet greens 20 years ago along with the successful servicing of the Shire loan.
- The change in carpet surface 10 years ago which also included improvements to the bowling green surrounds, shade installation and extension of lights onto B Green.
- Solar panel install and installation of split system air conditioning.
- A and B green replacements to a longer lasting sand filled synthetic surface in 2022.
- Sinking Fund planning for future replacement of the two new greens ahead of schedule.
- 2024 Alfresco Decking Project, completed on time and within budget. This project has changed the entire culture of the club to provide a more inclusive and warmer environment.
- 2025 Replacement of the bar cool room face and door servery windows. This project had Shire Concept Enquiry support and was fully funded by the Gingin Bowling Club with a cost of \$22 000.

The member base of the club has a variety of skills available at Committee level to financially manage the project and manage the install. The member base has a terrific volunteer mindset that will ensure the project is well maintained.

3. BUDGET a) Project Income:

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 31 700	\$ 12 000	☒
Shire of Gingin Grant Funding	\$ 7 500		☐
Gingin Community Bendigo Bank Grant Funding	\$ 10 000		☐
Image Resources (Gingin Rec Centre) Grant Funding	\$ 15 000		☐
Dept. Sport and Recreation	\$ 12 500		☐
Major Sponsors	\$ 10 000		☐
Piancitini Equipment	\$ 8 000		☒
Total \$ income	\$ 94 700	\$ 12 000	
Total \$ Income	\$ 106 700		

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE					
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick that grant would fund.	items Shire would fund.
Quote Process, two Electrical contractors and Cable locating	\$ 2 000		\$ 2 000	☒	
Pole Engineering Certification	\$ 2 000		\$ 2 000	☐	
Lights and cabling on A Green 200 lux	\$ 52 200		\$ 52 200	☐	
Trenching and back-fill		\$ 5 000	\$ 5 000	☐	
Contingency; material price increases etc	\$ 10 000		\$ 10 000	☐	
Replace Green synthetic grass on A green surrounds	\$ 5 500	\$ 2 000	\$ 7 500	☐	
Replace Red synthetic grass on A & B Green surrounds	\$ 5 500	\$ 2 000	\$ 7 500	☐	
Extension of A Green shade structure	\$ 17 500	\$ 3 000	\$ 20 500	☐	
Total \$ cost of items	\$ 94 700	\$ 12 000	\$ 106 700		

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

The Gingin Bowling Club Building and surrounds

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support*

*A Concept Enquiry has been submitted to the Shire, and we are waiting on the outcome of the Executive meeting scheduled for this on the 25th March. When the outcome is received the Club will send it through.

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the **Funding Agreement** (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:



Date: 30th March 2026

Authorised Person

Print Name:



Title: 

Position:

President

Auspicings organisation Details (If applicable)

Auspicings Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Fencing for Dog Off-Lead Area - Weld Street, Gingin

Sum requested from the Shire of Gingin (GST exclusive): 10,000

Organisation name: The Gingin Canine Collective Inc.

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: President

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below

***AUSPICING ORGANISATION DETAILS IF RELEVANT** (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name: Not Applicable

Postal Address:

Contact person: Role:

Contact number: Email:

Is your group incorporated: ☐ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The project involves the erection of secure fencing to establish a fully enclosed off-lead dog exercise park on existing Shire-owned land at Weld Street, Gingin, where an off-lead area is already designated. While the land is currently identified for off-lead use, it is not enclosed, which limits safety and usability. The proposed fencing will create a secure, purpose-built environment that allows dogs to exercise off-lead in a controlled space, reducing the risk of dogs escaping, conflicts with traffic, and impacts on surrounding areas. The Shire of Gingin has previously considered this project; however, it was shelved due to competing priorities. This application seeks to progress the project and deliver a long-anticipated improvement that aligns with community expectations and responsible pet ownership standards. There are currently 262 registered dogs in the Gingin townsite (Shire of Gingin ranger data), not including unregistered dogs or visitors travelling with their dogs. The fenced off-lead park will provide a safe and accessible space for all dogs and their owners, as well as visitors, making it a valuable community facility that also supports tourism. The enclosed dog park will enhance animal welfare, improve public safety, and reduce pressure on other public spaces that are not designed for off-lead dog use.

b) Which of the funding focus areas does this your project support?

Connection and Wellbeing
This project directly supports the Connection and Wellbeing funding focus and aligns with the Shire of Gingin's strategic objectives relating to community wellbeing, social inclusion, and the provision of accessible public open space. The off-lead dog park will encourage physical activity, improve mental health outcomes, and provide a welcoming place for people to connect. Shared community spaces such as this foster social interaction, reduce isolation, and strengthen community cohesion, contributing to a more liveable and inclusive Shire.

c) How will this project benefit the community? What do you plan to achieve?

The project will deliver social, health, and safety benefits by providing a secure and accessible off-lead facility for dogs and their owners. Community benefits include:
1 Safe and accessible space for the 262 registered dogs in Gingin, unregistered dogs, and visiting dogs, including tourists.
2 Encouragement of physical activity and improved mental wellbeing for residents.
3 Greater opportunities for social interaction and community connection.
4 Improved public safety through reduced roaming dogs and fewer conflicts in undesignated areas.
5 Support for responsible pet ownership and better use of public open space.
6 Enhanced liveability and tourism appeal for the Gingin townsite.
The project aims to create a long-term community asset that improves quality of life while supporting the Shire's vision for a healthy, connected, and inclusive community.

Key Outcomes and Performance Indicators (KPIs):

d) Who will benefit from your project? (tick all that apply)

- ☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☐ Local business
- ☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

The Gingin Canine Collective is a community-based organisation established to advocate for safe, accessible facilities for dogs and their owners within the Shire of Gingin. The Collective is committed to working collaboratively with the Shire to bring this project to fruition in a way that aligns with Council priorities and community expectations. The group has actively fundraised, secured sponsorship support, and pursued external grant opportunities to alleviate financial pressure on the Shire while still progressing delivery of the project. This demonstrates both initiative and financial responsibility, as well as strong community backing for the enclosed dog park. Members bring relevant skills in project coordination, community engagement, administration, and volunteer management. The Collective understands local government processes and the importance of compliance, communication, and accountability when delivering projects on public land. With established community support, a proactive fundraising approach, and a commitment to partnership with the Shire of Gingin, the Gingin Canine Collective is well positioned to support the successful delivery and long-term sustainability of this project.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME				
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box	
Own (Applicant's) Organisation Contribution	\$ 3,300	\$	☒	
Shire of Gingin Request	\$ 10,000	\$	☐	
List other sources such as other grants being applied for or local sponsorships	\$ 8,000	\$	☐	
SECURED LOCAL SPONSORSHIP.	\$ 6,000	\$	☒	
Total \$ income	\$ 27,300	\$		

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Supply of fencing materials-Heavy-duty fencing suitable for secure dog containment	\$ 14,000	\$	\$ 14,000	☒
Installation / contractor labour-Professional installation of fencing	\$ 7,500	\$	\$ 7,500	☐
Double-gate entry system-Secure entry/exit	\$ 2,500	\$	\$ 2,500	☐
Signage-Responsible pet ownership & park rules signage	\$ 800	\$	\$ 800	☐
Ground preparation / minor site works Levelling and site preparation	\$ 1,200	\$	\$ 1,200	☐
Contingency (5%) Allowance for unforeseen costs	\$ 1,300	\$	\$ 1,300	☐
Total \$ cost of items	\$ 27,300	\$	\$ 27,300	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

Yes. The project is located on existing Shire-owned public open space at the designated off-lead area on Weld Street, Gingin. A Concept Enquiry was submitted to the Shire of Gingin and has been approved, confirming support in principle for the proposed enclosed off-lead dog park on this site. The Gingin Canine Collective will continue to work collaboratively with the Shire to ensure all necessary approvals, compliance requirements, and asset management considerations are met prior to installation.

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☒ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature: [REDACTED]

Date:

12/3/2026

Chairperson/President/Authorised Person

Print Name: [REDACTED]

Title: [REDACTED]

Position: President

Witness name: [REDACTED]

Witness signature: [REDACTED]

Auspicng organisation Details (if applicable)

Auspicng Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title: [REDACTED]

Position: Secretary

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	Veranda addition to the Golf Clubhouse		
Sum requested from the Shire of Gingin (GST exclusive):	\$10,000.00		
Organisation name:	Gingin Golf Club Inc		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	Club Secretary
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☒ Yes ☐ No *If not incorporated please completed below			

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:			
Postal Address:			
Contact person:		Role:	
Contact number:		Email:	
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The Gingin Golf Club is planning to construct a covered and paved veranda addition to the west elevation of the existing Clubhouse. This will increase the club's capacity and be an attraction for both golfing and community events. It will further act as catalyst to encourage those wishing to hire our facility.

b) Which of the funding focus areas does this your project support?

Connections and Wellbeing. The project will, by enhancing our facility, assist with the growth and connection between our members, the community at large and an attraction for members of our Youth Programme.

Planning and Sustainability. Improve our facility for the benefit of current and future generations.

c) How will this project benefit the community? What do you plan to achieve?

The project will provide a shaded accessible area for after golf fellowship where those no longer able to play golf can remain connected to their peer group, combating social isolation. The veranda invites members and the broader Gingin Community to use the facility for functions and celebrations and is an investment in the long term future of the Gingin Golf Club. The construction of the veranda will facilitate access for the disabled.

d) Who will benefit from your project? (tick all that apply)

- ☒ Our group ☐ Our suburb ☒ Whole of Shire ☒ Visitors ☐ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

The Golf Club members have maintained the 18 hole course as a private / public facility for 64 years entirely with volunteers. Members have contributed to the construction of the clubhouse, the original Machinery Shed and recently an extension to this facility. We have purchased course maintenance machinery and reticulated the Tee's and Green surrounds.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 10,000.00	\$ 5,000.00	☒
Shire of Gingin Request	\$ 10,000.00	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$ 20,000.00	\$	☐
Total \$ income	\$ 40,000.00	\$ 5,000.00	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Custom manufactured kit	\$ 30,000.00	\$	\$	☒
Site works	\$ 1,000.00	\$	\$	☐
Concrete slab	\$ 7,000.00	\$	\$	☐
Erection, under supervision	\$	\$ 5,000	\$	☐
Professional fees	\$ 2,000.00	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$ 40,000.00	\$ 5,000	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

No

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☒ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

[Redacted Signature]

Date: 24 March 2026

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

Position: Secretary

Witness name:

[Redacted Name]

Witness signature:

[Redacted Signature]

Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:		Upgrade of Gingin Pistols Club Inc 50m gun range to meet new state regulations.	
Sum requested from the Shire of Gingin (GST exclusive):		\$10,000.00	
Organisation name:		Gingin Pistols Club Inc	
Postal Address:			
Contact person:		Role:	Vice Captain
Contact number:		Email:	
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below			

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:	
Postal Address:	
Contact person:	Role:
Contact number:	Email:
Is your group incorporated: ☐ Yes ☐ No	

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

Upgrade of Gingin Pistol Clubs Inc 50m gun range to meet new state regulations.

b) Which of the funding focus areas does this your project support?

Connections & Wellbeing.

c) How will this project benefit the community? What do you plan to achieve?

We are the largest social club in Gingin with over 100 active members. The club has been continuously operating since the early 1970s at the current location. We provide a social setting where members can enjoy the sport of shooting in a controlled and regulated environment. Members also participate in regular run competitions. Registered shooters are legally required to shoot at a minimum of 6 times per year to maintain the firearms license.

The planned modifications to the 50m range including enclosed roof will improve safety for houses located adjacent and behind (to the southwest and northwest) the club.

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☐ Whole of Shire ☒ Visitors ☒ Local business
☐ Kids ☐ Youth ☐ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

Already completed work on the upgrade of the 25m gun range using 100% Club funds. Team's expertise will be leveraged to upgrade the 50m gun range. Members will contribute with in-kind labour during the planning, procurement and construction phases, eg boilermaker, earth moving equipment operator, surveyor, and labouring.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 40,000	\$ 14,600	☐
Shire of Gingin Request	\$ 10,000	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$	\$	☐
Total \$ income	\$ 50,000	\$ 14,600	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
9 sea containers	\$ 39,600	\$	\$ 39,600	☒
Replace verandah to suit containers	\$ 3,800	\$	\$ 3,800	☒
Build targets	\$ 2,500	\$ 5,000	\$ 7,500	☒
Earthworks	\$ 3,600	\$	\$ 3,600	☒
Concrete	\$ 500	\$	\$ 500	☒
Construction	\$	\$ 9,600	\$ 9,600	☒
Total \$ cost of items	\$ 50,000	\$ 14,600	\$ 64,600	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

No.

4. APPLICANT CHECKLIST

Copy provided with application:

- ☐ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☐ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date: 31/3/2026

Chairperson/President/Authorised Person

Print Name:

Title: Vice Captain

Position:

Authorised Person

Witness name:

Witness signature:

Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Gingin Scout Group - Off Grid Solar/Battery Power

Sum requested from the Shire of Gingin (GST exclusive): \$4,000

Organisation name: Scouts WA - Gingin Scout Group

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: Group Leader

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No *If not incorporated please completed below

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:

Postal Address:

Contact person: Role:

Contact number: Email:

Is your group incorporated: ☐ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The Gingin Scout Group is the primary user of the Gingin Racecourse running programs for youth aged between 5 and 15 years of age year-round. The Gingin Scout Group is in the process of renewing our lease which includes our Scout Hall, Storage Shed and Gazebo. The project proposes to install a solar-battery energy system that will replace our ageing generator. It is proposed that the solar panels and battery will be placed on our Scout Hall within our lease area.

b) Which of the funding focus areas does this your project support?

This project is closely aligned with the 'Planning and Sustainability' focus area. Sco

c) How will this project benefit the community? What do you plan to achieve?

The project will allow us to reduce our reliance on using portable generators which will improve safety for our volunteers and eliminate the need to store liquid fuels on site. The operating costs will be reduced and will allow for standby power to operate a small fridge or ceiling fans even during the night when we typically would not run the generator due to the noise it generates and the associated costs. It will also make the use of our Scout Hall more convenient for visiting groups and improve safety of the site as lighting can be provided at all times.

d) Who will benefit from your project? (tick all that apply)

- ☒ Our group ☐ Our suburb ☒ Whole of Shire ☐ Visitors ☒ Local business
☒ Kids ☒ Youth ☐ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

The 1st Gingin Scout Group has been operating for more than 40 years, helping young people to be their best, supporting them as they develop in all facets of life so they can grow into constructive citizens in their communities. We are backed by the broader Scouting movement which in WA accounts for more than 4,000 members across 100 groups.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 3,210	\$	☐
Shire of Gingin Request	\$ 4,000	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$ 4,000	\$	☐
	\$	\$	☐
Total \$ income	\$ 11210	\$	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Access Technology Group - Solar/Battery Hardware	\$ 6840	\$	\$ 6840	☐
Eagleeye Technical Services	\$ 4370	\$	\$ 4370	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$ 11210	\$	\$ 11210	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

The Gingin Scout Group leases the Gingin Scout Hall from the Shire of Gingin. The solar panels and battery will be installed either on the Gingin Scout Hall or on the ablution block where the power switching currently exists.

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

[Redacted Signature]

Date: 31 March 2025

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

[Redacted Title]

Position: Chairperson

Witness name:

[Redacted Name]

Witness signature:

[Redacted Signature]

Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM For Council Budget Requests \$ 10,000+	
PROJECT BUDGET REQUEST	
Project/Event Title:	Guilderton Community Day 27
Dollar sum requested from the Shire of Gingin	\$ 1,000 (GST Exclusive)
APPLICANT & CONTACT INFORMATION	
Community Organisation:	Guilderton Community Association Inc
Postal Address:	
Contact Person & Role:	
Contact number:	
Email:	
ABN: (if applicable)	
Incorporated:	☒ Yes ☐ No
GST Registered:	☐ Yes ☒ No
If you are applying through an auspicing body please provide their contact information (same info required as above) in this section.	
PROJECT DESCRIPTION	
What is the Project?	
A community day through combining clean up Australia, with arts & crafts markets, and live music in the park, to bring the community together to celebrate our community.	
BACKGROUND	
How did the project come about? Were other options considered and how did you decide this was the best option?	
The Guilderton Community day 2026 was a huge success with volunteers for clean up. over 20 stalls, and five acts performing in the park. It was very well attended.	
COMMUNITY FUNDING FOCUS AREAS	
What focus area does the project support?	
Connections & wellbeing - bring the community together in celebration. Family friendly and participative. Tourism & economic development - using local vendors, musicians, businesses and local associations	
BENEFIT	
Who will the project benefit? How many people will benefit?	

Clean up Aust - volunteers clean up various sites around the town
Markets - both local vendors and attendees benefit
Live music - free public performances by local musicians
Combined creating a festive scene where the community can gather, bond and develop relationships.

OUTCOMES

Objectives

What do you want to achieve?

Cleaner neighbourhood, celebration and bonding of residents and tourists through a day in Gabbadah Park. To promote connection and wellness within the community.

MILESTONES

Key Actions What are the steps to complete the project? (e.g., gain Planning Approval)	Timeframe When does each step need to be completed by?	Responsibility Who will complete this (e.g. a contractor, group volunteer etc.)

APPROVALS / COMPLIANCY REQUIREMENTS & STATUS

Have you contacted the Shire of Gingin and/or other relevant organisations to enquire of any legislative or compliancy requirements? If so, list what is applicable to your project and whether it is pending grant funding, applied for, approved etc.

The 2026 Guilderton Community Day was compliant within all requirements.

MARKETING

How will people know about your project? How will you acknowledge the Shire of Gingin as a project partner? What promotional avenues will you use (e.g., online, club newsletters, signage, social media etc)

The majority of promotion is through local social media, word of mouth, through the GCA, and posters/banners on noticeboards and key locations.

SUSTAINABILITY

How will the project be sustained into the future? Consider operational and whole of life costs, promotion to retain interest and support usage into the long-term, management of the facility, etc.

This will be the second Guilderton Community Day. Interest generated by '26 reflects a need in our community for this type of event. The GCA is well positioned to sustain this event and similar events through the network of volunteers aligned with the GCA

RISK MANAGEMENT				
Risks What potentially could go wrong?	Treatment (Actions) What will be done to minimise the risks?		Responsibility (e.g., contractor, volunteer etc.)	
Maximum temperatures, heat	Provide access to water and shade		GCA	
Excess rubbish	Request shire to provide extra bins		GCA	
Falling branches	Tuart tree inspections and liaise with Shire		GCA	
BUDGET: INCOME				
How will the project be funded?				
List all funding sources including volunteer time, business sponsorship and other funding you have or plan to apply for	Cash (GST EXCL)	In-Kind Contribution * 1	Total (GST EXCL)	Confirmed If Yes tick box
Own (Applicant's) Contribution	\$	\$ 5000	\$	☒
Shire of Gingin Request	\$ 1000	\$	\$	☐
Other grants & sponsoships	\$ 1400	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total Income	\$ 2400	\$ 5000	\$ 7400	
BUDGET: EXPENDITURE				
What items/resources do you need to fund to make the project happen? * 2				
Item(s) description	Cash (GST EXCL)	In-Kind	Total (GST EXCL)	Tick items that the Council Budget Request would fund
PA system & sound technician	\$ 500	\$ 500	\$ 1000	☒
Marketing, posters, banners etc	\$ 370	\$ 1000	\$ 1370	☒
Musicians and performers	\$ 1200	\$ 500	\$ 1700	☒
operational volunteers	\$	\$ 750	\$ 1000	☐
organisational volunteers	\$	\$ 2250	\$ 3000	☐
	\$	\$	\$	☐
Total \$ cost of items	\$ 2070	\$ 5000	\$ 7070	

1 Volunteer time is calculated at \$ 25 per hour per volunteer to align with the Department of Local Government, Sport and Cultural Industries rate

2 Attach copies of either two (2) written quotations or written estimates for all items and three (3) written quotations for projects over \$ 50,000. Include permit and planning costs.

APPLICANT CHECKLIST

Copy provided with the application:

- ☒ Quotations
- ☐ Evidence of funding commitments/secured cash or in-kind contributions
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Committee minutes with motion supporting the project
- ☒ Insurance Certificates of Currency (if not supplied previously)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support
- ☐ Approvals/ Authorisations/Structural Certificates etc. (if approved)

DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I understand that the project cannot commence until written confirmation of funding is received.

Applicant Signature:

[Redacted Signature]

Date:

20-3-2026

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

[Redacted Title]

Position:

VICE CHAIR

Witness name:

[Redacted Name]

Witness signature:

[Redacted Signature]



APPLICATION FORM
For Community Projects up to \$ 10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: The Great Ukulele Muster 27

Sum requested from the Shire of Gingin (GST exclusive): \$1,250

Organisation name: Guilderton Community Association

Postal Address:

Contact person: [REDACTED] Role: Coordinator

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No * if not incorporated please completed below

**AUSPICING ORGANISATION DETAILS IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)*

Organisation name:

Postal Address:

Contact person: Role:

Contact number: Email:

Is your group incorporated: ☐ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The Ukulele Muster is a tourism endeavour. Bringing several ukulele clubs from across Perth, together for a weekend celebration of the ukulele. This 3 day event is forecast to bring 150+ ukulele people into Guilderton over an off season weekend.
7-9 May 2027.

b) Which of the funding focus areas does this your project support?

Attractions and economy (benefits local businesses and operators) & Connections & Wellbeing (free ukulele shows for the public and promoting a local ukulele group)

c) How will this project benefit the community? What do you plan to achieve?

Local businesses - accommodation, meals, cafe's stores etc
Community - free entertainment open to public, ukulele workshops and membership drives. (Social connections and common interest groups)

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☐ Kids ☐ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

The GCA has the experience of running several community events including Guilderton Community Day, Moore River Music Festival, Music in the Park and many more.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$ 25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$	\$ 4000	☒
Shire of Gingin Request	\$ 1250	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$ 900	\$	☐
Total \$ income	\$ 2150	\$ 4000	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Sound system x 3 day hire	\$ 800	\$ 250	\$ 1050	☒
PA technician standby	\$ 100	\$ 200	\$ 300	☒
Promotional banners	\$ 275	\$	\$ 275	☒
Poster & printing	\$ 50	\$	\$ 50	☐
Misc event expenses	\$ 400	\$	\$ 400	☐
	\$	\$	\$	☐
Total \$ cost of items	\$ 1625	\$ 450	\$ 2075	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

Hosted in the Guilderton Community Hall as the Muster Base for 3 days

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:		Date:	13-3-26
Chairperson/President/Authorised Person			
Print Name:		Title:	
Position:	VICE CHAIR		
Witness name:			
Witness signature:			
Auspicing organisation Details (if applicable)			
Auspicing Signature:		Date:	
Chairperson/President/Authorised Person			
Print Name:		Title:	
Position:			
Witness name:			
Witness signature:			



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Guilderton Community Library 20th Birthday Gala Celebration

Sum requested from the Shire of Gingin (GST exclusive):

Organisation name: Guilderton Community Library

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: Library Coordinator

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☐ Yes ☒ No *if not incorporated please completed below

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name: Guilderton Community Association

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: Vice Chair

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The Guilderton Community Library is delighted to be celebrating 20 years of serving our community and would like to host a 20th Birthday Gala Morning community event on Saturday 4 July 2026 at the Guilderton Community Hall from 9am - 12pm.

Following the gala morning celebratory event, a luncheon will be held for past and present volunteers and invited guests at the Guilderton Country Club.

b) Which of the funding focus areas does your project support?

The focus area our project supports is Connections and Wellbeing.

The Guilderton Community Library officially opened on 6 July 2006 as a community-driven initiative, created to provide access to books and a welcoming space for both residents and visitors to the region. Over the past two decades, it has become a valued hub for connection, learning, and community engagement.

The event strongly aligns with the Shire of Gingin's Strategic Community Plan 2022–2032, particularly its focus on growing and nurturing our community through enhanced connectedness and wellbeing.

c) How will this project benefit the community? What do you plan to achieve?

The Guilderton Community Library's 20th Birthday Gala Morning will deliver significant social and community benefits by bringing residents and visitors together to a welcoming, inclusive environment.

The event is designed to strengthen community connectedness, celebrate a community led initiative, and promote wellbeing through shared experiences. A key outcome of the project is to recognise and honour the invaluable contribution of past and present volunteers whose dedication has sustained the library over the past two decades. This acknowledgement and thank you luncheon that is proposed fosters a sense of pride, belonging, and appreciation, while encouraging continued volunteerism within the community.

The event will feature a “memory wall” highlighting the library’s history, allowing attendees to reflect on its impact and share stories, reinforcing a collective sense of heritage and identity. Activities for children will ensure the event is family-friendly and intergenerational, supporting social inclusion and engagement across all age groups.

Local businesses will be showcased through stalls, raffles, and donated prizes, providing them with visibility and strengthening connections between community members and local enterprises. This supports the local economy and encourages ongoing community support for small businesses.

Additionally, the involvement of community groups such as St John WA, Lower Coastal Community Association and the Moore River Men’s Shed, who will host a sausage sizzle, highlights collaboration between local organisations and reinforces community partnerships.

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business

☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

Our group is made up of a dedicated and experienced team of volunteers who are highly committed to the success of this project. Two of our members are founding volunteers of the Guilderton Community Library, bringing with them deep knowledge of the library’s history, operations, and strong connections within the local community.

Collectively, our volunteers contribute a wide range of skills, including event coordination, community engagement, and organisational management. Notably, one volunteer has over 35 years of experience as an event manager and has successfully delivered health-related events across rural Western Australia for the past 20 years. This expertise ensures the event will be well-planned, effectively managed, and delivered to a high standard.

Our team’s strong local ties, combined with proven experience in delivering community initiatives, positions us well to coordinate a successful and inclusive event that meets its objectives and benefits the wider community.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant’s) Organisation Contribution Shire meetings x 3 volunteers – 10 hours Event and sponsorship management – 20 hours Onsite volunteers at event – 50 hours	\$	\$2000.00	☒
Shire of Gingin Request	\$1500	\$	☐

Steve and Jo Jones Containers for Cash Drive	\$500.00	\$	✓
	\$0	\$	☐
Total \$ income	\$2000.00	\$2000.00	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Morning tea catering; includes birthday cake and other cake items for guests and visitors	\$300.00	\$	\$	✓
Thank you Luncheon at the Guilderton Country Club for past and present volunteers, supporters and Shire President and CEO. \$25pp x 40 guests. <i>Does not include any alcohol service.</i>	\$1000.00	\$	\$	✓
Printing of AO size displays for memory wall x 2	\$250.00	\$	\$	✓
Posters and signage to be placed around Guilderton in the lead up and on the day	\$100.00	\$	\$	☐
Tea and coffee supplies for Morning Tea	\$75.00	\$	\$	☐
Sausage sizzle extras: napkins, condiments	\$30.00			☐
Children's Activity Corner – items for badging making and crafts	\$100.00	\$	\$	☐
Community Bus	\$145.00			☐
Total \$ cost of items	\$2000.00	\$	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

Yes, we would like to host the event in the Guilderton Community Hall. An event application has been submitted.

4. APPLICANT CHECKLIST

Copy provided with application:

- ☐ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☐ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

[Redacted Signature]

Date: 29 March 2026

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

[Redacted Title]

Position:

Library Coordinator

Witness name:

[Redacted Name]

Witness signature:

[Redacted Signature]

Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title: Vice Chair

Position:

Witness name:

Witness signature:



APPLICATION FORM For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	2027 Lancelin Primary School Monster Fete		
Sum requested from the Shire of Gingin (GST exclusive):	\$6000		
Organisation name:	Lancelin Primary School P&C Association		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	President
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☒ Yes ☐ No <i>*if not incorporated please completed below</i>			

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicings)

Organisation name:			
Postal Address:			
Contact person:		Role:	
Contact number:		Email:	
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The Lancelin Primary School P&C proposes to host the 2027 Lancelin Primary School Monster Fete, a large-scale community event designed to bring together families, local businesses, and residents from across Lancelin and the wider Shire of Gingin. The event fosters a connected, inclusive, and resilient community by bringing together residents of all ages in a safe and welcoming environment. It supports community wellbeing by encouraging social interaction, strengthening relationships, and promoting a sense of belonging and community pride. The Monster Fete will feature a variety of activities and attractions, including market stalls, food vendors, children's games, live entertainment, raffles, and community group showcases. The event will provide an inclusive and welcoming environment for people of all ages, encouraging community participation, social connection, and local engagement. This well-established event is a key highlight on the local calendar and serves as an important opportunity to strengthen community spirit, celebrate local talent, and support small businesses and community organisations. Funds raised will be reinvested into school and community initiatives that benefit local children and families. The grant funding will assist in covering event costs such as equipment hire, entertainment, safety measures, and infrastructure, ensuring the fete remains accessible, safe, and enjoyable for the entire community.

b) Which of the funding focus areas does this your project support?

The 2027 Lancelin Primary School Monster Fete strongly aligns with the Shire of Gingin's strategic focus areas:

- Connections & Wellbeing**
The event fosters a connected, inclusive, and resilient community by bringing together residents of all ages in a safe and welcoming environment. It supports community wellbeing by encouraging social interaction, strengthening relationships, and promoting a sense of belonging and community pride.
- Attractions & Economy**
The Monster Fete contributes to the development of vibrant local attractions and supports economic activity within the region. By drawing attendees from across the Shire and surrounding areas, the event increases visitation to Lancelin and provides valuable opportunities for local businesses, stallholders, and community groups to showcase their products and services, generating income and supporting the local economy.
- Planning & Sustainability**
The event demonstrates responsible planning and sustainable practices through effective event management, community collaboration, and consideration of environmental impacts, including waste minimisation and use of local resources. Proceeds from the fete are reinvested into initiatives that support the long-term sustainability of the school and broader community.

c) How will this project benefit the community? What do you plan to achieve?

The 2027 Lancelin Primary School Monster Fete will provide strong social, economic, and community benefits to Lancelin and the wider Shire of Gingin. The event will bring together families, residents, and visitors in an inclusive, family-friendly environment, fostering community connection, social interaction, and a sense of belonging. It will support community wellbeing by creating opportunities for people of all ages to engage, participate, and celebrate together. The fete will also support the local economy by attracting visitors to Lancelin and providing opportunities for local businesses, stallholders, and community groups to generate income and showcase their offerings. Additionally, the event will strengthen partnerships between the school, local organisations, and volunteers, building community capacity and encouraging ongoing collaboration. Key outcomes include increased community participation, improved social connectedness, support for local businesses, and funds raised to reinvest into school and community initiatives that benefit local children and families.

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

The Lancelin Primary School P&C has extensive experience in planning and delivering successful community events, including previous school fetes and fundraising activities. These events have consistently attracted strong community participation and have been delivered in a well-organised, safe, and inclusive manner.
The P&C is made up of dedicated volunteers, including parents, carers, and community members, who bring a diverse range of skills in event coordination, budgeting, fundraising, marketing, and community engagement. Committee members work collaboratively with the school leadership, staff, and local community groups to ensure effective planning and delivery.
The group has established relationships with local businesses, suppliers, and service providers, which supports the smooth organisation of events and helps maximise community involvement. In addition, the P&C follows clear governance processes, including financial management and accountability practices, ensuring funds are managed responsibly.
This collective experience, strong community support, and proven track record position the P&C well to successfully deliver the 2027 Monster Fete.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$	\$ 8050	☒
Shire of Gingin Request	\$ 6000	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$ 10,000	\$	☐
	\$	\$	☐
Total \$ income	\$ 16000	\$ 8050	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Kids Entertainment	\$ 12027	\$	\$ 12027	☒
Show bags	\$ 613.80	\$	\$ 613.80	☐
Face Painters	\$ 800	\$	\$ 800	☐
Canteen	\$ 1008.57	\$	\$ 1008.57	☐
Lions Train	\$ 300	\$	\$ 300	☐
Signage	\$ 689.79	\$	\$ 689.79	☐
Total \$ cost of items	\$ 15439.16	\$	\$ 15439.16	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

No

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature: [REDACTED]

Date: 29/3/2026

Chairperson/President/Authorised Person

Print Name: [REDACTED]

Title: [REDACTED]

Position: President

Witness name: [REDACTED]

Witness signature: [REDACTED]

Auspecting organisation Details (if applicable)

Auspecting Signature:

Date:

Chairperson/President/Authorised Person

Print Name: [REDACTED]

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: MUSCLE CAR AND HOT ROD EVENT LEDGE POINT

Sum requested from the Shire of Gingin (GST exclusive): 850

Organisation name: LEDGE CLUB WA INC.

Postal Address: [REDACTED]

Contact person: [REDACTED]

Role: SECRETARY

Contact number: [REDACTED]

Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (If the applicant is not-incorporated and another organisation is auspicing)

Organisation name: LEDGE CLUB WA INC.

Postal Address: [REDACTED]

Contact person: [REDACTED]

Role: PRESIDENT

Contact number: [REDACTED]

Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

CAR SHOW FEATURING MUSCLE AND HOT ROD CARS

b) Which of the funding focus areas does this your project support?

ATTRACTIONS AND ECONOMY - ACTIVELY PROMOTING TOURISM AND THE LOCAL AND SURROUNDING COMMUNITY BUSINESSES. SUPPORTING AND PROMOTING LOCAL MUSICAL ARTISTS

c) How will this project benefit the community? What do you plan to achieve?

PROVIDE ENTERTAINMENT AND COMMUNITY ENGAGEMENT FOR LEDGE POINT AND COMMUNITY SURROUNDS FOR LOCALS AND VISITORS. ACTIVELY PROMOTE TOURISM TO REGION AND FLOW ON EFFECT TO LOCAL ECONOMY

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

CLUB MEMBERS HAVE HAD INVOLVEMENT WITH PREVIOUS CAR SHOWS IN LEDGE POINT

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$	\$ 2280	☒
Shire of Gingin Request	\$ 850	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$	\$	☐
Total \$ income	\$ 850	\$	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
SHIRE EVENT TRAILER VOLUNTEER PICK UP AND VEHICLE FUEL	\$	\$ 80	\$ 80	☐
LOCAL MUSICAL GROUP FEE	\$ 400	\$	\$ 400	☒
TROPHIES FOR CAR SHOW	\$ 100	\$	\$ 100	☒
PRIZE FOR DRIVER RAFFLE	\$ 150	\$	\$ 150	☒
COMMUNITY RAFFLES	\$ 200	\$ 200	\$ 400	☒
	\$	\$	\$	☐
Total \$ cost of items	\$ 850	\$ 280	\$ 1330	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

YES - USE OF LEDGE POINT OVAL

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date: 10/03/26

Chairperson/President/Authorised Person

Print Name:

Title:

Position: PRESIDENT LEDGE CLUB WA INC.

Witness name:

Witness signature:

Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Christmas Carols in the Park 2026

Sum requested from the Shire of Gingin (GST exclusive):

Organisation name: Ledge Point Community Association

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: Treasurer

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No *If not incorporated please completed below

***AUSPICING ORGANISATION DETAILS IF RELEVANT** (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:

Postal Address:

Contact person: Role:

Contact number: Email:

Is your group incorporated: ☐ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

Christmas Carols in the Park

b) Which of the funding focus areas does this your project support?

Attraction and Economy and Connection and Wellbeing

c) How will this project benefit the community? What do you plan to achieve?

Carols in the Park creates an inclusive and welcoming space where residents of all ages can come together to celebrate the festive season. By offering free entertainment, including a professionally trained singer and quality sound production, the event ensures a high-quality experience that is accessible to the entire community. The event strengthens community connection by encouraging families, friends, and neighbours to gather in a relaxed outdoor setting. Activities such as the sausage sizzle and light refreshments promote interaction and foster a sense of belonging, helping to reduce social isolation—particularly important in smaller coastal communities.

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

Our Committee and volunteers have successfully conducted this event previously for many years. The feedback is always positive and people enjoy this production.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 800	\$ 2000	☒
Shire of Gingin Request	\$ 800	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$	\$	☐
Total \$ income	\$ 1600.00	\$ 2000	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE					
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick that Shire grant would fund.	Items Shire would fund.
Accommodation for Entertainer	\$ 330.00	\$ 20.00	\$ 350.00	☒	
Entertainer Charge	\$ 500.00	\$	\$ 500.00	☒	
Food and Refreshments	\$ 500.00	\$	\$ 500.00	☐	
Event Preparation/Advertising/Set up	\$ 300.00	\$ 200.00	\$ 500.00	☐	
	\$	\$	\$	☐	
	\$	\$	\$	☐	
Total \$ cost of items	\$ 1630.00	\$ 220.00	\$ 1850.00		

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

Yes, we will utilise the Ledge Point Oval and our leased shed

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

[Redacted Signature]

Date: 24/3/2026

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

[Redacted Title]

Position: President

Witness name:

[Redacted Name]

Witness signature:

[Redacted Signature]

Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Show and Shine Family Fun Day 2026

Sum requested from the Shire of Gingin (GST exclusive):

Organisation name: Ledge Point Community Association

Postal Address:

Contact person:

Role: Treasurer

Contact number:

Email:

Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below

***AUSPICING ORGANISATION DETAILS IF RELEVANT** (if the applicant is not-incorporated and another organisation is auspicings)

Organisation name:

Postal Address:

Contact person:

Role:

Contact number:

Email:

Is your group incorporated: ☐ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

Ledge Point Family Fun Day

We plan to hold another family fund day in late September/ early October 2026 following another successful event last year which was our busiest of our five years. The cars and vehicles will still be a major attraction although we will also be committed to a further focus on the community stalls and increasing our entertainment options to cater for all ages. Although we experience unfavorable weather at our event in 2025 we exceeded our expected attendees and we already have many stallholders wanting to return.

b) Which of the funding focus areas does this your project support?

Our event covers two focus areas being: Attractions and Economy, and Connections and Wellbeing

c) How will this project benefit the community? What do you plan to achieve?

The Family Fun Day brings together both locals and visitors, creating a vibrant and inclusive atmosphere that strengthens community connection. The increasing number of returning attendees, along with new visitors from surrounding areas, highlights the event's growing reputation and its role in fostering regional engagement. A key benefit of the event is its accessibility. With the support of grant funding, LPCA can continue to subsidise activities, ensuring that families—regardless of financial circumstances—can participate and enjoy the day. This is particularly important in smaller communities, where affordable, family-friendly events are highly valued. The inclusion of informational and learning displays provides an educational component, offering insight into local history, services, and opportunities. Showcasing resources such as the '70 Years of Ledge Point' publication helps preserve and promote community heritage, strengthening local identity and pride. Children's activities remain a major highlight, encouraging family participation. These opportunities contribute to overall community wellbeing and help foster a sense of belonging from an early age. Importantly, the event also supports the long-term development of Ledge Point. Through ongoing fundraising efforts, LPCA is working to improve local infrastructure and community facilities. Increased visitation and positive exposure from events like the Family Fun Day enhance the profile, appeal, and livability of Ledge Point as both a place to live and visit. Overall, this project enhances social connection, supports local growth, promotes community pride, and ensures inclusive, affordable opportunities for residents and visitors alike.

d) Who will benefit from your project? (tick all that apply)

- ☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

Our Committee and volunteers have successfully conducted this event previously for four years. Each year we improve and expand. We are well versed at the months of prior behind the scenes work and being able to successfully complete all tasks required to ensure the day operates at a high level.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 3000	\$ 5000	☒
Shire of Gingin Request	\$ 8500	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$ See attached Sheet	\$	☐
	\$	\$	☐
Total \$ income	\$	\$	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
See Attached Sheet	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$	\$	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

Yes, we will utilise the Ledge Point Oval and our leased shed

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature: _____

Date: 24/3/2026

Chairperson/President/Authorised Person

Print Name: _____

Title: _____

Position: President

Witness name: _____

Witness signature: _____

Auspicing organisation Details (if applicable)

Auspicing Signature: _____

Date: _____

Chairperson/President/Authorised Person

Print Name: _____

Title: _____

Position: _____

Witness name: _____

Witness signature: _____



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	Community Events		
Sum requested from the Shire of Gingin (GST exclusive):	\$8,000		
Organisation name:	Ledge Point Country Club		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	Secretary
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☒ Yes ☐ No <i>*If not Incorporated please completed below</i>			

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:	[REDACTED]		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	[REDACTED]
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

The Ledge Point Country Club delivers a diverse program of community focused events each year to foster social connection, support local organisations and strengthen community resilience. These events attract local residents, visitors and tourists contributing positively to community wellbeing and regional visitation.

Annual Sandcastle Competition held on the Australia Day long weekend, is a longstanding community event now entering its 18th year. Conducted on the Ledge Point swimming beach, the event continues to grow in participation and popularity each year.

The competition features multiple categories, catering for various age groups as well as family teams, ensuring inclusivity and broad community participation. Prizes are presented following a complimentary sausage sizzle hosted at the Country Club. The event encourages engagement and provides a safe, family friendly activity that celebrates community participation in our coastal environment.

Easter Egg Hunt and Colouring Competition

The Easter Egg Hunt and Colouring Competition is delivered in collaboration with the Ledge Point Volunteer Bush Fire Brigade. The Brigades fire truck travel throughout the town with the Easter Bunny distributing Easter eggs to children and engaging families across the community.

...

Following this a colouring competition is held at the Country Club in the George Brenzi Hall with prizes awarded across multiple age groups. Food and refreshments are provided to participants ensuring an accessible and welcoming environment for families.

ANZAC Day Community Breakfast

In partnership with the Ledge Point Community Association, the Country Club hosts a free Community Breakfast on ANZAC Day. Following the dawn service a cooked breakfast is provided at no cost with any voluntary donations directed to the RSL.

This event is supported by a strong network of community volunteers and provides an important opportunity for residents and visitors to come together in recognition, respect and remembrance. In 2026, the event is anticipated to include a Royal Australian Air Force flyover of Ledge Point, further enhancing the significance of the occasion.

Seafood Fiesta

The Country Club also delivers the Seafood Fiesta, a major community and regional event supporting local Western Australian fishing families and businesses. In light of the demersal fishing ban and its impact on the local fishing industry, This event plays a vital role in supporting affected families. Promoting local produce, and sustaining regional economic activity.

The Seafood Fiesta attracts visitors from surrounding towns, holiday makers and local residents. The event includes live music, outdoor games and children's entertainment, barefoot bows and live cooking demonstrations, offering a range of seafood meal options over a six-hour period. The event promotes community cohesion while showcasing the region's fishing heritage and local businesses.

b) How will this project benefit the community? What do you plan to achieve?

- By conducting these events we aim to
- Increase Community involvement
- Increase awareness of our region and what it has to offer
- Increase support for local businesses and hobs
- Increase support of wellbeing for families and a healthy community
- Increase a more sustainable tourism trade for the broader community
- Increase inclusive activities and support for all community members

c) Which of the funding focus areas does this your project support?

- Attractions and economy
- Connections and wellbeing

d) Who will benefit from your project? (tick all that apply)

☐ X Our group	☐ X Our suburb	☐ X Whole of Shire	☐ X Visitors	☐ X Local business
☐ X Kids	☐ X Youth	☐ X Elderly	☐ Other (specify):	

e) What experience does your group have that will enable you to complete the project?

Our group of Volunteers have an extensive skills set supporting the local community and tourism, which has ensured many successful events. We have delivered the same project/events successfully in recent years.

Years delivered

Sandcastle Event – 18 Years

Easter Weekend – 10 Years

Anzac Day Community Breakfast – 3 Years

Seafood Fiesta – 5 Years

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$6600	\$	☐
Shire of Gingin Request	\$8000	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$1000	\$	☐
Ledge Point Country Club Volunteers and Venue Hire	\$	\$8500	☐
Total \$ income	\$15600	\$8500	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Prizes for events	\$1500	\$	\$	☐
Food for Sandcastle/Easter Wkend/Anzac Day	\$1000	\$	\$	☐
Easter Eggs	\$300	\$	\$	☐
Colouring Items	\$300	\$	\$	☐
Volunteer Labour for all events	\$	\$7000	\$	☐
Kids Entertainment	\$1500		\$	☐
Entertainment	\$4000			
Signage	\$500			

Equipment Hire	\$2500			
Seafood for Fiesta	\$4000			
LPCC Venue Hire		\$1500		
Total \$ cost of items	\$15600	\$8500	\$24,100	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

The Swimming Beach Ledge Point
Ledge Point Country Club

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☒ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position: Secretary

Witness name:

Witness signature:

Auspicng organisation Details (if applicable)

Auspicng Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:		Safe Access Upgrade for Lower Coastal Community Bus
Sum requested from the Shire of Gingin (GST exclusive):		
Organisation name:		Lower Coastal Communities Association Inc
Postal Address:		
Contact person:		Role: Treasurer
Contact number:		Email:
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below		

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:	
Postal Address:	
Contact person:	Role:
Contact number:	Email:
Is your group incorporated: ☐ Yes ☐ No	

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

See attached detailed descriptions.

b) Which of the funding focus areas does this your project support?

Connections and Wellbeing

c) How will this project benefit the community? What do you plan to achieve?

See attached detailed descriptions

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☐ Kids ☐ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

See attached detailed descriptions

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$	\$ 601.25	☒
Shire of Gingin Request	\$	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$	\$	☐
Total \$ income	\$	\$	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Folding step	\$	\$	\$ 1080	☒
Vertical grab handrail x 2	\$	\$	\$ 1360	☒
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$	\$	\$ 2440	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

Yes, the current bus shed to install the step and handrails

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date: 30th March 2026

Chairperson/President/Authorised Person

Print Name:

Title:

Position: President

Witness name:

Witness signature:

Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$ 10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	Moore Clothes Expansion
Sum requested from the Shire of Gingin (GST exclusive):	\$10,000.00
Organisation name:	Moore Clothes Inc
Postal Address:	
Contact person:	Role: Chairperson
Contact number:	Email:
Is your group incorporated: ☐ Yes ☐ No * if not incorporated please completed below	

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:	
Postal Address:	
Contact person:	Role:
Contact number:	Email:
Is your group incorporated: ☐ Yes ☐ No	

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

Moore Clothes Inc is seeking support to deliver Stage 1 (construction commencement) of a new Shed build to expand our capacity to deliver essential community services. Moore Clothes is a registered charity and community hub in Gabbadah. Demand for our services has grown significantly, and our current premises are constrained for sorting,

b) Which of the funding focus areas does this your project support?

This project supports the Shire of Gingin Strategic Community Plan 2024–2034 focus areas:

c) How will this project benefit the community? What do you plan to achieve?

The Shed expansion will enable Moore Clothes to:

1. Increase service capacity to meet rising community need for low-cost/free clothing and practical support.
2. Improve safety and efficiency for volunteers through better workflow, storage, and

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☐ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

Moore Clothes Inc has operated since 2016 and is a registered charity with an experienced volunteer workforce and committee governance. In 2024/25, Moore Clothes had 33 core volunteers supporting day-to-day operations and additional event helpers.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$ 25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 5,000.00	\$ 5,000.00	☒
Shire of Gingin Request	\$ 10,000.00	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$ 170000	\$	☐
	\$	\$	☐
Total \$ income	\$ 185000	\$	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
	\$	\$	\$	☐
Shed Construction and building	\$ 185000	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$	\$	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)
Next to Existing premises

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature: _____

Date: 30/03/2026

Chairperson/President/Authorised Person

Print Name: _____

Title: _____

Position: Chairperson

Witness name: _____

Witness signature: _____

Auspecting organisation Details (if applicable)

Auspecting Signature: _____

Date: _____

Chairperson/President/Authorised Person

Print Name: Julie Polette

Title: _____

Position: _____

Witness name: _____

Witness signature: _____



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Neergabby Fireworks Night 2026	
Sum requested from the Shire of Gingin (GST exclusive): \$10000	
Organisation name: Neergabby Community Association	
Postal Address: [REDACTED]	
Contact person: [REDACTED]	Role: Chair 2026
Contact number: [REDACTED]	Email: [REDACTED]
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below	

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicings)

Organisation name:	
Postal Address:	
Contact person:	Role:
Contact number:	Email:
Is your group incorporated: ☐ Yes ☐ No	

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

Neergabby Fireworks Night 2026

b) Which of the funding focus areas does this your project support?

1. Attractions & Economy
2. Connections & Wellbeing

c) How will this project benefit the community? What do you plan to achieve?

The Neergabby Fireworks Night will strengthen the community by boosting local attractions and supporting the local economy while fostering stronger social connections and wellbeing. The event provides a safe, family friendly space where residents and visitors can come together, build relationships, and celebrate as a community. Through shared experiences, entertainment, and a welcoming atmosphere, the project aims to enhance community pride, encourage social inclusion, and support overall wellbeing.

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

The Neergabby Community Association (NCA) has extensive experience delivering this well-loved, long-standing event, which has been a highlight on the local calendar for many years. The NCA has consistently demonstrated its ability to plan and deliver a safe, engaging, and successful community celebration. This proven track record, combined with strong community support and ongoing improvements each year, ensures the group is well-equipped to successfully deliver the project again.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$	\$ 10000	☒
Shire of Gingin Request	\$ 10000	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$ 7500	\$	☐
	\$	\$	☐
Total \$ income	\$	\$	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Fireworks	\$ 8800	\$	\$	☒
Insurance	\$ 2000	\$	\$	☒
Porta Loos	\$ 2000	\$	\$	☒
Face Painting	\$ 2000	\$	\$	☒
Bouncy Castles	\$ 1000	\$	\$	☒
SJA	\$ 700	\$	\$	☒
Total \$ cost of items	\$	\$	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

Neergabby Community Grounds

4. APPLICANT CHECKLIST

Copy provided with application:

- ☐ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☐ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date: 31.3.2026

Chairperson/President/Authorised Person

Print Name:

Title:

Position: Chair 2026

Witness name:

Witness signature:

Auspecting organisation Details (if applicable)

Auspecting Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position: Chair 2026

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Ocean Farm Playground Installation	
Sum requested from the Shire of Gingin (GST exclusive): \$5,000.00	
Organisation name: Ocean Farm Community & Recreation Association	
Postal Address: [REDACTED]	
Contact person: [REDACTED]	Role: Secretary
Contact number: [REDACTED]	Email: [REDACTED]
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below	

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:	
Postal Address:	
Contact person:	Role:
Contact number:	Email:
Is your group incorporated: ☐ Yes ☐ No	

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

OFCRA is upgrading the Ocean Farm Hall playground by installing Funky Monkey Bars playground equipment to replace an outdated and non-compliant playground. The equipment has already been selected based on community consultation and approved through the Shire's Concept Enquiry process prior to purchase. The grant request is specifically to support installation costs, comprising concrete works (\$1,000) and labour (\$4,000).

b) Which of the funding focus areas does this your project support?

This project supports the Shire's funding focus area(s):

Connections & Wellbeing – supports community connectedness, healthy activity, and incl
2. Excellence & Accountability – contributes to safe, fit-for-purpose community infrastru

c) How will this project benefit the community? What do you plan to achieve?

Ocean Farm is a growing community, with an increase in young families moving in
By installing the Funky Monkey Bars equipment, OFCRA aims to:
Improve safety and compliance by replacing the outdated playground.
• Provide an attractive, durable recreation facility that supports community wellbeing.
• Strengthen community connection by enhancing a shared public gathering place.

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

~~OFCKA has demonstrated capacity to deliver this project by:~~

- Completing community consultation (resident survey) to confirm demand and guide design
• Seeking and obtaining Concept Enquiry approval prior to equipment purchase.
• ~~Successfully fundraising \$16,000.00 to purchase the playground equipment~~

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 16,000	\$ 5,000	☒
Shire of Gingin Request	\$ 5,000	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$	\$	☐
Total \$ income	\$ 21,000	\$ 5,000	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Concrete	\$ 1,000	\$	\$	☒
Labour	\$ 4,000	\$	\$	☒
Funky Monkey Bars	\$ 16,000	\$	\$	☐
Site preparation and sand	\$	\$ 5,000	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$ 21,000	\$ 5,000	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

Ocean Farm Hall (community facility). Concept Enquiry approval has been sought prior to purchase.

4. APPLICANT CHECKLIST

Copy provided with application:

- ☐ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☐ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied in previous years)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:

Auspecting organisation Details (if applicable)

Auspecting Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Chronicle : Stories of Gingin	
Sum requested from the Shire of Gingin (GST exclusive): \$6500	
Organisation name: Second Act Arts Inc.	
Postal Address: [REDACTED]	
Contact person: [REDACTED]	Role: Artistic Director
Contact number: [REDACTED]	Email: [REDACTED]
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below	

***AUSPICING ORGANISATION DETAILS IF RELEVANT** (if the applicant is not-incorporated and another organisation is auspicings)

Organisation name:	
Postal Address:	
Contact person:	Role:
Contact number:	Email:
Is your group incorporated: ☐ Yes ☐ No	

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

Chronicle: Stories of Gingin is a community storytelling project that captures, celebrates and shares the lived experiences of people across the Shire. Community members will be invited to contribute their stories through accessible submission options, including written responses and facilitated interviews. A curated selection of these stories will be developed into a professionally produced live storytelling event featuring local voices, alongside a high-quality Chronicle publication that preserves these stories for the community. The project is designed to be inclusive and intergenerational, engaging a diverse cross-section of residents, including young people, families, long-term locals and newer community members. It provides meaningful opportunities for participation, creative expression and connection. By combining storytelling, performance and publication, Chronicle: Stories of Gingin creates a shared cultural experience that strengthens community identity, celebrates local voices and builds lasting social connection across the Shire.

b) Which of the funding focus areas does this your project support?

Chronicle: Stories of Gingin primarily supports Connections & Wellbeing by creating opportunities for people across the Shire to share their stories, build connections and feel a stronger sense of belonging within their community. The project also supports Attractions & Economy by contributing to the cultural life of the region, delivering a public event that brings people together and encourages local participation and visitation. Additionally, the project aligns with Planning & Sustainability through the creation of a lasting Chronicle publication and the establishment of ongoing community storytelling through Local Scribes, supporting long-term community engagement and cultural sustainability.

c) How will this project benefit the community? What do you plan to achieve?

Chronicle: Stories of Gingin will benefit the community by strengthening connection, celebrating local identity and creating opportunities for meaningful participation in arts and cultural activity. The project provides accessible ways for people across the Shire to share their stories, including those who may not typically engage in creative or community programs. This supports increased confidence, a sense of belonging and stronger relationships between community members. The live storytelling event creates a shared community experience, bringing people together to hear and celebrate local voices. This fosters pride in place and encourages greater engagement in community life. The Chronicle publication provides a lasting record of these stories, ensuring that local histories, perspectives and experiences are preserved and shared. This contributes to a stronger sense of identity and intergenerational connection within the Shire. Through this project, we aim to increase community participation, strengthen social cohesion and create an ongoing platform for storytelling and connection that continues beyond the initial activity.

d) Who will benefit from your project? (tick all that apply)

- ☐ Our group ☐ Our suburb ☒ Whole of Shire ☐ Visitors ☐ Local business
- ☐ Kids ☐ Youth ☐ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

Second Act Arts is an incorporated WA arts organisation led by experienced creative practitioners, including award-winning writer and producer Emma Humphreys. The team has strong experience in delivering community-based arts projects, live events and storytelling initiatives. With established processes for project management, participant engagement and delivery, the organisation is well equipped to successfully deliver Chronicle: Stories of Gingin on time and to a high standard.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 1000	\$ 2000	☒
Shire of Gingin Request	\$ 6500	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$	\$	☐
Total \$ income	\$ 7500	\$ 2000	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Artist Fees (Writer + Performers)	\$ 5200	\$	\$ 5200	☒
Project Coordination & Delivery	\$ 1000	\$ 600	\$ 1600	☐
Venue Hire – Gin Gin AP&I Hall (NFP Hall Only rate)	\$ 200	\$	\$ 200	☒
Production & Creative (design, sound, materials)	\$ 700	\$ 200	\$ 900	☒
Marketing, Promotion & Community Engagement	\$ 400	\$ 300	\$ 700	☒
Publication & Documentation (Chronicle book + photography)	\$	\$ 900	\$ 900	☐
Total \$ cost of items	\$ 7500	\$ 2000	\$ 9500	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

No. The free public event will be held at Gingin Showgrounds.

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date: 30/03/2026

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Artistic Director

Witness name:

Witness signature:

Auspecting organisation Details (if applicable)

Auspecting Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM Public Liability Insurance Contribution

1. APPLICATION INFORMATION

Organisation name: **Gingin Art and Craft Inc**

Sum requested from Shire of Gingin (50% of 2025/26 PLI, GST exclusive):

Postal Address:

Contact person:

Role: **Secretary**

Contact number:

Email:

ABN: (if applicable)

GST Registered: ☐ Yes ☒ No

2. INFORMATION ABOUT YOUR ORGANISATION

What is the primary purpose of the group? **art and Crat**

How many people receive services directly from your organisation per year? **35**

How many additional people, in the wider community, receive an indirect benefit from your organisation (per year)? **200+**

What year was your organisation established? **1979**

Number of members (if relevant): **35**

Who owns the premises from which you operate your service? **Shire of Gingin**

3. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Most recent Public Liability Insurance Invoice
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency
- ☒ Current Certificate of Incorporation (if not supplied previously)

4. DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:		Date:	26/3/26
Chairperson/President/Authorised Person			
Print Name:		Title:	
Position:	President		
Witness name:			
Witness signature:			

Funding Agreement between the Shire of Gingin and the Applicant

The Applicant agrees to:

1. Use the funding for the purpose outlined in the approved application or seek a variation in writing from the Shire prior to spending any funds.
2. Invoice the Shire for 50% contribution of the Public Liability Insurance renewal invoice (up to a maximum amount of \$500) due each Financial Year of the Agreement.
3. Include a copy of this Public Liability Insurance renewal invoice from the insurers.
4. Comply with Goods and Services Tax (GST) requirements:
 - a. If the group or organisation is registered for GST, then comply with GST requirements and issue a tax invoice with Australian Business Number (ABN) and GST included in addition to approved funding amount;
 - b. If the group or organisation is not registered for GST then GST cannot be added onto the approved amount and payment will be made on receipt of an invoice with ABN or invoice with a Statement by Supplier; and
 - c. GST liability will be remitted to the Australian Taxation Office (ATO).
5. Return unspent monies to the Shire if applicable.

The Applicant understands that:

6. Failure to adhere to this Funding Agreement may jeopardise the organisation's future funding opportunities with the Shire.
7. This Funding Agreement will end on 31 May 2027 unless by prior written request and agreement.



APPLICATION FORM
Public Liability Insurance Contribution

1. APPLICATION INFORMATION

Organisation name: **Gingin Canine Collective Inc**

Sum requested from Shire of Gingin (50% of 2025/26 PLI, GST exclusive):

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: **President**

Contact number: [REDACTED] Email: [REDACTED]

ABN: (if applicable) [REDACTED] GST Registered: ☐ Yes ☒ No

2. INFORMATION ABOUT YOUR ORGANISATION

What is the primary purpose of the group? **Fundraising for an Off lead dog park Gingin**

How many people receive services directly from your organisation per year? **10**

How many additional people, in the wider community, receive an indirect benefit from your organisation (per year)? **200+**

What year was your organisation established? **2014**

Number of members (if relevant): **10**

Who owns the premises from which you operate your service? **No Premises**

3. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Most recent Public Liability Insurance Invoice
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency
- ☒ Current Certificate of Incorporation (if not supplied previously)

4. DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature: [Redacted]	Date: 20/03/2026
Chairperson/President/Authorised Person	
Print Name: [Redacted]	Title: [Redacted]
Position: President	
Witness name: [Redacted]	
Witness signature: [Redacted]	

Funding Agreement between the Shire of Gingin and the Applicant

The Applicant agrees to:

1. Use the funding for the purpose outlined in the approved application or seek a variation in writing from the Shire prior to spending any funds.
2. Invoice the Shire for 50% contribution of the Public Liability Insurance renewal invoice (up to a maximum amount of \$500) due each Financial Year of the Agreement.
3. Include a copy of this Public Liability Insurance renewal invoice from the insurers.
4. Comply with Goods and Services Tax (GST) requirements:
 - a. If the group or organisation is registered for GST, then comply with GST requirements and issue a tax invoice with Australian Business Number (ABN) and GST included in addition to approved funding amount;
 - b. If the group or organisation is not registered for GST then GST cannot be added onto the approved amount and payment will be made on receipt of an invoice with ABN or invoice with a Statement by Supplier; and
 - c. GST liability will be remitted to the Australian Taxation Office (ATO).
5. Return unspent monies to the Shire if applicable.

The Applicant understands that:

6. Failure to adhere to this Funding Agreement may jeopardise the organisation's future funding opportunities with the Shire.
7. This Funding Agreement will end on 31 May 2027 unless by prior written request and agreement.



APPLICATION FORM Public Liability Insurance Contribution

1. APPLICATION INFORMATION

Organisation name:	GUILDERTON COMMUNITY ASSOCIATION INC		
Sum requested from Shire of Gingin (50% of 2025/26 PLI, GST exclusive):	\$407.26		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	SECRETARY
Contact number:	[REDACTED]	Email:	[REDACTED]
ABN: (if applicable)	[REDACTED]	GST Registered:	☐ Yes ☐ No

2. INFORMATION ABOUT YOUR ORGANISATION

What is the primary purpose of the group?	Promote interests of Guilderton Community
How many people receive services directly from your organisation per year?	100+
How many additional people, in the wider community, receive an indirect benefit from your organisation (per year)?	1000+
What year was your organisation established?	1960 and incorporated 29/6/79
Number of members (if relevant):	60
Who owns the premises from which you operate your service?	Shire of Gingin, Community Hall

3. APPLICANT CHECKLIST

Copy provided with application:

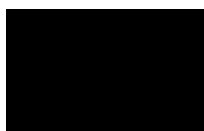
- ☒ Most recent Public Liability Insurance Invoice
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency
- ☐ Current Certificate of Incorporation (if not supplied previously)

4. DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:



Date: 13.3.26

Chairperson/President/Authorised Person

Print Name:



Title:



Position: SECRETARY

Witness name:



Witness signature:



Funding Agreement between the Shire of Gingin and the Applicant

The Applicant agrees to:

1. Use the funding for the purpose outlined in the approved application or seek a variation in writing from the Shire prior to spending any funds.
2. Invoice the Shire for 50% contribution of the Public Liability Insurance renewal invoice (up to a maximum amount of \$500) due each Financial Year of the Agreement.
3. Include a copy of this Public Liability Insurance renewal invoice from the insurers.
4. Comply with Goods and Services Tax (GST) requirements:
 - a. If the group or organisation is registered for GST, then comply with GST requirements and issue a tax invoice with Australian Business Number (ABN) and GST included in addition to approved funding amount;
 - b. If the group or organisation is not registered for GST then GST cannot be added onto the approved amount and payment will be made on receipt of an invoice with ABN or invoice with a Statement by Supplier; and
 - c. GST liability will be remitted to the Australian Taxation Office (ATO).
5. Return unspent monies to the Shire if applicable.

The Applicant understands that:

6. Failure to adhere to this Funding Agreement may jeopardise the organisation's future funding opportunities with the Shire.
7. This Funding Agreement will end on 31 May 2027 unless by prior written request and agreement.



APPLICATION FORM Public Liability Insurance Contribution

1. APPLICATION INFORMATION

Organisation name:	LANCELIN DISTRICTS COMMUNITY ASSOCIATION INC		
Sum requested from Shire of Gingin (50% of 2025/26 PLI, GST exclusive):	\$500		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	SECRETARY/ TREASURER
Contact number:	[REDACTED]	Email:	[REDACTED]
ABN: (if applicable)	[REDACTED]	GST Registered:	☐ Yes ☒ No

2. INFORMATION ABOUT YOUR ORGANISATION

What is the primary purpose of the group?	Promote Lancelin community, support sustainable development, tourism, collaboration, and local values.
How many people receive services directly from your organisation per year?	50-100
How many additional people, in the wider community, receive an indirect benefit from your organisation (per year)?	300 - 400
What year was your organisation established?	2015
Number of members (if relevant):	20
Who owns the premises from which you operate your service?	LDCA planning meetings are hosted by the Lancelin CRC

3. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Most recent Public Liability Insurance Invoice
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency
- ☒ Current Certificate of Incorporation (if not supplied previously)

4. DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature: [REDACTED]	Date: 16/03/2026
Chairperson/President/Authorised Person	
Print Name: [REDACTED]	Title: [REDACTED]
Position: SECRETARY/ TREASURER	
Witness name: [REDACTED]	
Witness signature: [REDACTED]	

Funding Agreement between the Shire of Gingin and the Applicant

The Applicant agrees to:

1. Use the funding for the purpose outlined in the approved application or seek a variation in writing from the Shire prior to spending any funds.
2. Invoice the Shire for 50% contribution of the Public Liability Insurance renewal invoice (up to a maximum amount of \$500) due each Financial Year of the Agreement.
3. Include a copy of this Public Liability Insurance renewal invoice from the insurers.
4. Comply with Goods and Services Tax (GST) requirements:
 - a. If the group or organisation is registered for GST, then comply with GST requirements and issue a tax invoice with Australian Business Number (ABN) and GST included in addition to approved funding amount;
 - b. If the group or organisation is not registered for GST then GST cannot be added onto the approved amount and payment will be made on receipt of an invoice with ABN or invoice with a Statement by Supplier; and
 - c. GST liability will be remitted to the Australian Taxation Office (ATO).
5. Return unspent monies to the Shire if applicable.

The Applicant understands that:

6. Failure to adhere to this Funding Agreement may jeopardise the organisation's future funding opportunities with the Shire.
7. This Funding Agreement will end on 31 May 2027 unless by prior written request and agreement.



APPLICATION FORM
Public Liability Insurance Contribution

1. APPLICATION INFORMATION

Organisation name: LEDGE CLUB WA INC
Sum requested from Shire of Gingin (50% of 2025/26 PLI, GST exclusive):
Postal Address: [REDACTED]
Contact person: [REDACTED] Role: SECRETARY
Contact number: [REDACTED] Email: [REDACTED]
ABN: (if applicable) [REDACTED] GST Registered: ☐ Yes ☒ No

2. INFORMATION ABOUT YOUR ORGANISATION

What is the primary purpose of the group? PROMOTION OF INTEREST OF LOCAL COMMUNITY
How many people receive services directly from your organisation per year? 150
How many additional people, in the wider community, receive an indirect benefit from your organisation (per year)? 400
What year was your organisation established? 2024
Number of members (if relevant): 50
Who owns the premises from which you operate your service? MC ASSET WA

3. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Most recent Public Liability Insurance Invoice
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency
- ☒ Current Certificate of Incorporation (if not supplied previously)

4. DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept **Funding Agreement** (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature: [REDACTED]

Date: 5. 2. 26

Chairperson/President/Authorised Person

Print Name: [REDACTED]

Title: [REDACTED]

*Position:

PRESIDENT

Witness name: [REDACTED]

Witness signature: [REDACTED]

Funding Agreement between the Shire of Gingin and the Applicant

The Applicant agrees to:

1. Use the funding for the purpose outlined in the approved application or seek a variation in writing from the Shire prior to spending any funds.
2. Invoice the Shire for 50% contribution of the Public Liability Insurance renewal invoice (up to a maximum amount of \$500) due each Financial Year of the Agreement.
3. Include a copy of this Public Liability Insurance renewal invoice from the insurers.
4. Comply with Goods and Services Tax (GST) requirements:
 - a. If the group or organisation is registered for GST, then comply with GST requirements and issue a tax invoice with Australian Business Number (ABN) and GST included in addition to approved funding amount;
 - b. If the group or organisation is not registered for GST then GST cannot be added onto the approved amount and payment will be made on receipt of an invoice with ABN or invoice with a Statement by Supplier; and
 - c. GST liability will be remitted to the Australian Taxation Office (ATO).
5. Return unspent monies to the Shire if applicable.

The Applicant understands that:

6. Failure to adhere to this Funding Agreement may jeopardise the organisation's future funding opportunities with the Shire.
7. This Funding Agreement will end on 31 May 2026 unless by prior written request and agreement.



Government of Western Australia
Department of Mines, Industry Regulation and Safety
Consumer Protection

WESTERN AUSTRALIA
Associations Incorporation Act 2015
(Section 10)

IARN: A1045112V

Certificate of Incorporation

This is to certify that

LEDGE CLUB WA INC.

is an association incorporated under the
Associations Incorporation Act 2015

The date of incorporation is the
twenty seventh day of May 2024


Patricia Blake
Commissioner for Consumer Protection

CERTIFICATE



APPLICATION FORM
For Community Projects up to \$10,000 (GST excl.)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: Show and Shine Family Fun Day 2026

Sum requested from the Shire of Gingin (GST exclusive):

Organisation name: Ledge Point Community Association

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: Treasurer

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:

Postal Address:

Contact person: Role:

Contact number: Email:

Is your group incorporated: ☐ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community?

Public Liability Insurance

b) Which of the funding focus areas does this your project support?

Excellence and Accountability

c) How will this project benefit the community? What do you plan to achieve?

It is imperative the LPCA undertakes valid and current and appropriate Public Liability Insurance coverage for its various events held throughout the year.

d) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☒ Whole of Shire ☒ Visitors ☒ Local business
☒ Kids ☒ Youth ☒ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

N/A - Annual Public Liability Insurance

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 570.00	\$	☒
Shire of Gingin Request	\$ 500.00	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$	\$	☐
Total \$ income	\$ 1070.00	\$	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

EXPENDITURE				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Public liability Insurance - Elliot Insurance	\$ 980.19	\$	\$	☒
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$ 980.19	\$	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

N/A

4. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied in previous years)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date: 24/3/2026

Chairperson/President/Authorised Person

Print Name:

Title:

Position: President

Witness name:

Witness signature:

Auspicings organisation Details (if applicable)

Auspicings Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
Public Liability Insurance Contribution

1. APPLICATION INFORMATION

Organisation name: LOWER COASTAL COMMUNITIES ASSOCIATION INC
Sum requested from Shire of Gingin (50% of 2025/26 PLI, GST exclusive): \$500
Postal Address: [REDACTED]
Contact person: [REDACTED] Role: TREASURER
Contact number: [REDACTED] Email: [REDACTED]
ABN: (if applicable) GST Registered: ☐ Yes ☒ No

2. INFORMATION ABOUT YOUR ORGANISATION

What is the primary purpose of the group? see attached
How many people receive services directly from your organisation per year? 400+
How many additional people, in the wider community, receive an indirect benefit from your organisation (per year)? 80+
What year was your organisation established? more than 20 years, but bus purchased May 24
Number of members (if relevant): No membership - open to all lower coastal residents - 8 committee members
Who owns the premises from which you operate your service? Shire of Gingin (old Guilderton Fire Shed) stores our bus

3. APPLICANT CHECKLIST

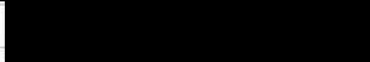
Copy provided with application:

- ☒ Most recent Public Liability Insurance Invoice
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency
- ☐ Current Certificate of Incorporation (if not supplied previously)

4. DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:		Date:	16/3/26
Chairperson/President/Authorised Person			
Print Name:		Title:	
Position:	President		
Witness name:			
Witness signature:			

Funding Agreement between the Shire of Gingin and the Applicant

The Applicant agrees to:

1. Use the funding for the purpose outlined in the approved application or seek a variation in writing from the Shire prior to spending any funds.
2. Invoice the Shire for 50% contribution of the Public Liability Insurance renewal invoice (up to a maximum amount of \$500) due each Financial Year of the Agreement.
3. Include a copy of this Public Liability Insurance renewal invoice from the insurers.
4. Comply with Goods and Services Tax (GST) requirements:
 - a. If the group or organisation is registered for GST, then comply with GST requirements and issue a tax invoice with Australian Business Number (ABN) and GST included in addition to approved funding amount;
 - b. If the group or organisation is not registered for GST then GST cannot be added onto the approved amount and payment will be made on receipt of an invoice with ABN or invoice with a Statement by Supplier; and
 - c. GST liability will be remitted to the Australian Taxation Office (ATO).
5. Return unspent monies to the Shire if applicable.

The Applicant understands that:

6. Failure to adhere to this Funding Agreement may jeopardise the organisation's future funding opportunities with the Shire.
7. This Funding Agreement will end on 31 May 2027 unless by prior written request and agreement.



APPLICATION FORM Public Liability Insurance Contribution

1. APPLICATION INFORMATION

Organisation name: THE STABLE FLY ACTION GROUP INC

Sum requested from Shire of Gingin (50% of 2025/26 PLI, GST exclusive): 50% OF 2026/27 PLI

Postal Address: [REDACTED]

Contact person: [REDACTED]

Role: SECRETARY/TREASURER

Contact number: [REDACTED]

Email: [REDACTED]

ABN: (if applicable) [REDACTED]

GST Registered: ☐ Yes ☒ No

2. INFORMATION ABOUT YOUR ORGANISATION

What is the primary purpose of the group? to minimise the effects of stable flies on the community

How many people receive services directly from your organisation per year? whole community

How many additional people, in the wider community, receive an indirect benefit from your organisation (per year)? 100

What year was your organisation established? 2005

Number of members (if relevant): 80

Who owns the premises from which you operate your service? privately owned by [REDACTED]

3. APPLICANT CHECKLIST

Copy provided with application:

- ☒ Most recent Public Liability Insurance Invoice
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency
- ☒ Current Certificate of Incorporation (if not supplied previously)

4. DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature: [REDACTED]	Date: 13 / 3 / 26
Chairperson/President/Authorised Person	
Print Name: [REDACTED]	Title: Ms
Position: SECRETARY/TREASURER	
Witness name: [REDACTED]	
Witness signature: [REDACTED]	

Funding Agreement between the Shire of Gingin and the Applicant

The Applicant agrees to:

1. Use the funding for the purpose outlined in the approved application or seek a variation in writing from the Shire prior to spending any funds.
2. Invoice the Shire for 50% contribution of the Public Liability Insurance renewal invoice (up to a maximum amount of \$500) due each Financial Year of the Agreement.
3. Include a copy of this Public Liability Insurance renewal invoice from the insurers.
4. Comply with Goods and Services Tax (GST) requirements:
 - a. If the group or organisation is registered for GST, then comply with GST requirements and issue a tax invoice with Australian Business Number (ABN) and GST included in addition to approved funding amount;
 - b. If the group or organisation is not registered for GST then GST cannot be added onto the approved amount and payment will be made on receipt of an invoice with ABN or invoice with a Statement by Supplier; and
 - c. GST liability will be remitted to the Australian Taxation Office (ATO).
5. Return unspent monies to the Shire if applicable.

The Applicant understands that:

6. Failure to adhere to this Funding Agreement may jeopardise the organisation's future funding opportunities with the Shire.
7. This Funding Agreement will end on 31 May 2027 unless by prior written request and agreement.



APPLICATION FORM
For Council Budget Requests \$10,000+

PROJECT BUDGET REQUEST			
Project/Event Title:	LANCELIN DISTRICT COMMUNITY ASSOC. INC. RECYCLING SHED		
Dollar sum requested from the Shire of Gingin	\$	(GST Exclusive)	
APPLICANT & CONTACT INFORMATION			
Community Organisation:	Lancelin District Community Association Inc.		
Postal Address:	[REDACTED]		
Contact Person & Role:	[REDACTED] Vice Chairman		
Contact number:	[REDACTED]		
Email:	[REDACTED]		
ABN: (if applicable)	[REDACTED]		
Incorporated:	☒ Yes ☐ No	GST Registered:	☐ Yes ☒ No
If you are applying through an auspicing body please provide their contact information (same info required as above) in this section.			
PROJECT DESCRIPTION			
What is the Project?			
The project is to construct a shed for the use of LDCA metal recycling.			
BACKGROUND			
How did the project come about? Were other options considered and how did you decide this was the best option?			
The Lancelin District Community Association's recycling division has been dormant for some months, in the main because we have not had a home base (a shed). Not inactive just dormant we have limited storage space and we have been collecting small items, holding and waiting for the opening of a new and dedicated shed. With no land available from the Shire, we made an appeal to the Minister for Lands, and they assisted by finding land being identified as under Shire administration and not bound to native title. That land now has a new title and the Shire have leased a portion of the land at a peppercorn rent to LDCA. Our recycling division is an extension of what is colloquially referred to as a "men's shed" we are not a "men's shed" and have no affiliation with the state registered men's shed however we do provide all the camaraderie, social and emotional interaction together with a cuppa and the odd sausage sizzle, the major difference is, we are not financially bound to an outside body weas a actually make money to spend our community. In so doing we have extended the concept of a men's shed, which the Lancelin community has embraced and look upon as a focal social point and necessary and worthwhile activity. Our band of senior men and women from the community met on Mondays and Thursdays with their own bag of hand tools to dismantle and separate domestic and small commercial out of date or unserviceable machines and appliances into their base metals. The base metals are collected in bins provided by (our metal trader) NR Metals in Wangara. When the bins are full, we deliver them to NR Metals, they are weighed, and we are paid the current rate for our metals.			

COMMUNITY FUNDING FOCUS AREAS		
What focus area does the project support?		
We are constantly inviting enquires from the community to suggest activities and projects and to date we have financially participated in the Lancelin lookout, parent's shelter at the skate park, town security video system, swimming pontoon, Ledge Point Bowling Club fund raiser together with our annual colour blast and buskers' weekend, a beach shelter overlooking the pontoon, a grove of trees to celebrate Queen Elizabeth's Jubilee, an osprey nest on a pole donated by Western Power and of course currently working our own shed.		
BENEFIT		
Who will the project benefit? How many people will benefit?		
Over recent years, we saved over two hundred Tonnes of metal from landfill, sold our saved metal, and raised over \$74,000. These funds have been used to financially support community projects. LDCA is as named, a community association and we collect from any property within the community and donate to any community need as sought and presented to us and considered beneficial by our committee.		
OUTCOMES		
Objectives		
What do you want to achieve?		
With the support that we are receiving during this dormant period together with the amount of equipment that we currently hold in storage in our container and held in private properties shows that our new recycling shed will allow us to continue our social interaction and fund-raising activities to support the many community projects that are already being considered. (i.e. an extension to our swimming pontoon, another beach shelter, town signage etc.)		
MILESTONES		
Key Actions	Timeframe	Responsibility
What are the steps to complete the project? (e.g., gain Planning Approval)	When does each step need to be completed by?	Who will complete this (e.g. a contractor, group volunteer etc.)
With Dept of Environ, approval the site has been cleared of native vegetation to enable the civil corrector to cost the foundation pad.		Lancelin Sands

A normal shed construction programme	Mid-Year with 3 month period	Swan Aussie Sheds from Jurien Bay together with local Sub-contractors
APPROVALS / COMPLIANCY REQUIREMENTS & STATUS		
Swan Aussie Sheds have prepared all documentation necessary for Shire and local government approvals. Our Plumbing Contractor, Troy's Plumbing has already sought approval from the Shire for a sewage system.		
The project is dependent on grant funding and to this end we are in contact with the following WA Lotteries Commission Tronox Mining Iluka Resources Woodside Community Grants FRRR fed Gov Grants FMG Community Grants		
MARKETING		
How will people know about your project? How will you acknowledge the Shire of Gingin as a project partner? What promotional avenues will you use (e.g., online, club newsletters, signage, social media etc)		
The Lancelin community are eagerly awaiting the commencement of our recycling activity. Our team is ready and we will have front page of the Coastal Courier together with all online advertising.		
SUSTAINABILITY		
How will the project be sustained into the future? Consider operational and whole of life costs, promotion to retain interest and support usage into the long-term, management of the facility, etc.		
With a dedicated shed and the need to save metal from landfill and the neverending need for community project funding our future is secure.		
RISK MANAGEMENT		
Risks What potentially could go wrong?	Treatment (Actions) What will be done to minimise the risks?	Responsibility (e.g., contractor, volunteer etc.)
With years of experience in our process we now have an efficient operating system. A system that has been inspected and approved of by the Shire	All necessary adopted procedures will continue with clothing, eye protection, etc.	Our senior volunteers

APPLICANT CHECKLIST

2 Attach copies of either two (2) written quotations or written estimates for all items and three (3) written quotations for projects over \$50,000. Include permit and planning costs.

Copy provided with the application:

- ☐ Quotations
- ☐ Evidence of funding commitments/secured cash or in-kind contributions
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☐ Most recent financial statement
- ☐ Committee minutes with motion supporting the project
- ☐ Insurance Certificates of Currency (if not supplied previously)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principle Letter of Support
- ☐ Approvals/ Authorisations/Structural Certificates etc. (if approved)

DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I understand that the project cannot commence until written confirmation of funding is received.

Applicant Signature: _____

Date: 16.2.26

Chairperson/President/Authorised Person

Print Name: _____

Title: _____

Position: _____

Vice Chairman

Witness name: _____

Witness signature: _____



APPLICATION FORM For Council Budget Requests \$ 10,000+

PROJECT BUDGET REQUEST			
Project/Event Title:			
Dollar sum requested from the Shire of Gingin	\$ 50,000.00 (GST Exclusive)		
APPLICANT & CONTACT INFORMATION			
Community Organisation:			
Postal Address:			
Contact Person & Role:			
Contact number:			
Email:			
ABN: (if applicable)			
Incorporated:	☐ Yes ☐ No	GST Registered:	☐ Yes ☐ No
If you are applying through an auspicing body please provide their contact information (same info required as above) in this section.			
PROJECT DESCRIPTION			
What is the Project?			
Moore Clothes Inc is seeking \$50,000 (GST excl.) from the Shire of Gingin to deliver Stage 1 construction of a new Community Services Expansion Shed at our Gabbadah site. The Shed will expand Moore Clothes' capacity to: Receive, sort, store and redistribute donated clothing and goods safely and			
BACKGROUND			
How did the project come about? Were other options considered and how did you decide this was the best option?			
Moore Clothes has experienced sustained growth in demand and operations. Our current premises are constrained for sorting, storage, volunteer workflow, and service delivery. We have considered operational adjustments (additional sorting days, storage solutions, and workflow changes). While these have helped, they do not resolve the underlying space constraint. A purpose-built Shed is the most effective and sustainable solution to: - Improve safety and efficiency for volunteers - Increase capacity to process donations and support community members			
COMMUNITY FUNDING FOCUS AREAS			
What focus area does the project support?			
This project aligns strongly with the Shire of Gingin Strategic Community Plan 2024–2034: - Connections & Wellbeing: supports community safety and support, community capacity building and volunteering, and cost-effective services that meet community needs. - Planning & Sustainability: supports sustainable waste solutions by increasing our capacity to sort and redistribute donated goods and divert textiles from landfill.			
BENEFIT			
Who will the project benefit? How many people will benefit?			

The Shed will benefit:		
- Whole of Shire residents, including people experiencing hardship who rely on low-cost/free clothing access - People at risk of isolation, through our welcoming community hub and Drop-In Centre - Volunteers, by improving safety, workflow, storage and amenity - Partner charities/organisations that receive redistributed excess donations		
OUTCOMES		
Objectives		
What do you want to achieve?		
1. Commence construction of the new Shed through a defined Stage 1 build package.		
2. Increase operational capacity to process donations and meet community demand.		
3. Improve safety and efficiency for volunteers through fit-for-purpose storage and workflow		
MILESTONES		
Key Actions What are the steps to complete the project? (e.g., gain Planning Approval)	Timeframe When does each step need to be completed by?	Responsibility Who will complete this (e.g. a contractor, group volunteer etc.)
Confirm Stage 1 scope (slab/framing/clad)	April–May 2026	Committee + project lead
Confirm approvals/compliance requirements	May–June 2026	Committee + Shire liaison
Order materials / engage contractor(s)	June–July 2026	Committee + contractor
Commence Stage 1 works (e.g., slab/floor)	July–Sept 2026	Contractor
Complete Stage 1 works and document eBy June 2027 (acquittal)		Treasurer + committee
APPROVALS / COMPLIANCY REQUIREMENTS & STATUS		
Have you contacted the Shire of Gingin and/or other relevant organisations to enquire of any legislative or compliancy requirements? If so, list what is applicable to your project and whether it is pending grant funding, applied for, approved etc.		
- Concept Enquiry: Approved (Shire in-principle support available/attached — to confirm attachment). - Plans/drawings: Completed/available (to attach). - Building approvals / permits / engineering: To be confirmed based on final design and staged scope (status to be listed as pending/applied/approved).		
MARKETING		
How will people know about your project? How will you acknowledge the Shire of Gingin as a project partner? What promotional avenues will you use (e.g., online, club newsletters, signage, social media etc)		
Moore Clothes will promote the project and acknowledge the Shire of Gingin as a funding partner through:		
- On-site signage during works and at completion - Social media updates (Facebook: Moore Clothes) - Community notices and local networks		
SUSTAINABILITY		
How will the project be sustained into the future? Consider operational and whole of life costs, promotion to retain interest and support usage into the long-term, management of the facility, etc.		
Moore Clothes is 100% volunteer-run with established governance and a proven operating model.		
The Shed will reduce long-term operational pressure by:		
Improving storage and sorting efficiency (reducing waste, damage and handling time)		

RISK MANAGEMENT				
Risks What potentially could go wrong?	Treatment (Actions) What will be done to minimise the risks?			Responsibility (e.g., contractor, volunteer etc.)
Quotes/contractor availability	Obtain quotes early; identify multiple suppliers			Committee/project
Cost escalation	Lock in staged scope; seek in-kind support			Treasurer + committee
Approval/permitting delays	Early engagement with Shire; confirm requirements			Shire liaison
Volunteer capacity constraints	Allocate clear roles; recruit additional volunteers			Committee
Site safety during works	Use licensed contractors; implement safety protocols			Contractor + committee

BUDGET: INCOME				
How will the project be funded?				
List all funding sources including volunteer time, business sponsorship and other funding you have or plan to apply for	Cash (GST EXCL)	In-Kind Contribution * 1	Total (GST EXCL)	Confirmed If Yes tick box
Own (Applicant's) Contribution	\$	\$ 5000	\$ 5000	☐
Shire of Gingin Request	\$ 50000	\$	\$ 50000	☐
Assorted grants to fund project	\$ 130000	\$	\$ 130000	☐
Bendigo Bank , FRRR, Lotterywest	\$	\$	\$	☐
Minderoo Foundation	\$	\$	\$	☐
Total Income	\$ 185000	\$	\$ 185000	

BUDGET: EXPENDITURE				
What items/resources do you need to fund to make the project happen? * 2				
Item(s) description	Cash (GST EXCL)	In-Kind	Total (GST EXCL)	Tick items that the Council Budget Request would fund
builders quote attached for works	\$ 18500	\$	\$ 185000	☐
extra items to fund by moore clothes	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$	\$	\$	

1 Volunteer time is calculated at \$ 25 per hour per volunteer to align with the Department of Local Government, Sport and Cultural Industries rate

2 Attach copies of either two (2) written quotations or written estimates for all items and three (3) written quotations for projects over \$ 50,000. Include permit and planning costs.

APPLICANT CHECKLIST

Copy provided with the application:

- ☐ Quotations
- ☐ Evidence of funding commitments/secured cash or in-kind contributions
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☐ Most recent financial statement
- ☐ Committee minutes with motion supporting the project
- ☐ Insurance Certificates of Currency (if not supplied previously)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principal Letter of Support
- ☐ Approvals/ Authorisations/Structural Certificates etc. (if approved)

DECLARATION

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I understand that the project cannot commence until written confirmation of funding is received.

Applicant Signature:

Date: 29/03/2026

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Chairperson

Witness name:

Witness signature:



APPLICATION FORM
Funding Assistance Program (3 yearly)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	Water Quality in the Gingin Brook Catchment.		
Annual sum requested from the Shire of Gingin (GST exclusive):			
Organisation name:	Ellen Brockman Integrated catchment Group (EBICG)		
Postal Address:			
Contact person:		Role:	Executive Officer
Contact number:		Email:	
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below			

***AUSPICING ORGANISATION DETAILS IF RELEVANT** (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:			
Postal Address:			
Contact person:		Role:	
Contact number:		Email:	
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community? Include information about the phases of the project over the coming three years.

There will be three areas of work to be done.

- EBICG will undertake water quality monitoring and analysis in the Gingin Brook Catchment of the Shire of Gingin. There will be four sampling runs each year at 7 sites from Red Gully to Gingin Brook to Neergabby. This is to measure any changes over time in the quality of the water flowing in the catchment and into the Moore River estuary.
- There is also support required for the water quality monitoring and analysis of the Ellen Brook catchment that falls within the Shire of Gingin and consists of three monitoring sites.
- Funding is sought to undertake environmental monitoring, assessment and rehabilitation of a section of the Jim Gordon VC trail on the Gingin Brook. Reduction in the amount of water that remains in the brook has much reduced changing the hydrology of the vegetation. There is a need to remove a fast growing weed, *Glyceria australis* - Australian sweetgrass, which reduces the oxygen in the water column and habitability the brook for aquatic animals.

All of these aspects are important to maintain the ecological integrity of the freshwater streams in the Gingin Brook catchment.

d) Which of the funding focus areas does this your project support?

The focus area is

1. Sustainability and Planning, and in part,
2. Connections and wellbeing

b) How will this project benefit the community? What do you plan to achieve over the coming three years?

Outcomes for year one, two and three.:

1. Monitoring and assessment of water quality within the waterways of the Gingin Catchment.
2. Protection and rehabilitate waterways, within the Gingin Brook catchment including private property,
3. Protection of native fauna and flora that is unique to the waterways of the Gingin Brook catchment.
4. Reduction of invasive non-native species both plant and animal (biosecurity).
5. Increased community awareness to the importance of protecting the natural resources and assets within the Gingin Brook catchment
6. Sourcing external funding to undertake landcare projects within the Gingin Brook catchment to improve and conserve the natural assets within the catchment (eg Swan Alcoa Landcare Funding and State NRM Funding in the Lennard Brook catchment and Moondah Brook catchment respectively).

c) Who will benefit from your project? (tick all that apply)

- ☐ Our group ☐ Our suburb ☐ Whole of Shire ☐ Visitors ☐ Local business
- ☐ Kids ☐ Youth ☐ Elderly X ☐ Other (specify): The Gingin Brook Catchment and all those folk who live within it.

e) What experience does your group have that will enable you to complete the project?

This project has been a long term commitment by the Ellen Brockman Integrated Catchment Group (EBICG) (incorporated in 1996) and the Chittering Landcare Group (CLG) (established in 1991) to support landcare in the Gingin Brook Catchment. Support the Gingin Brook Catchment Group formerly the Gingin Water Group with a wider landcare/rivercare focus and better opportunities to receive external funding in their own right to protect the natural assets within the catchment. We support this initiative and will provide landcare officers to help with this work. The change is also hoped to attract more community members to the group and to the work they will undertake with EBICG support.

EBICG shares a common area that is within the Ellen Brook catchment that as undertaken work in the Lennard and Breera Brook catchments and the Bambun area since 1996. Water quality monitoring and projects have occurred in the area for many years.

We will continue this collaboration with the Gingin Brook Catchment Group with the Memoranda of Understanding with the landcare groups supported through the Chittering Landcare Centre to work together for the rehabilitation and protection of natural assets and support for the community to achieve this.

EBICG and CLG along with their other collaborators have completed more than 500 projects in the Ellen Brook and Brockman River catchments.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

ANNUAL PROJECT/EVENT INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
EBICG part Salary of NRM officers (DBCA)	\$	\$30,000	\$30,000
Shire of Gingin Request	\$15,000	\$	\$15,000
Tronox	\$.	\$2,500	\$2,500
Provision of vehicles	\$	\$6,000	\$6,000
Chittering Landcare Group Administration, OHS, payroll, Financial administration, Insurance		\$2,000	\$2,000
Total Income	\$15,000	\$40,500	\$55,500

b) Project Expenditure: what will you need to purchase/hire to complete the project?

ANNUAL EXPENDITURE (copy this table if expenditure is significantly different in year two and three, e.g. for multi-phase projects)				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Delivery of NRM projects and support for Landholders, other stakeholders and Gingin Shire. Writing of Water Quality Reports and Sampling Analysis Plans 300hrs x 2 Officers x \$70/hr	\$2,000	\$28,000	\$30,000	☒
Water Quality Monitoring and use of equipment 10 sites x 4 times per year x Analysis \$150.00per sample x 40 = \$6000	\$6000	\$	\$6000	☒
Use of vehicles @ \$400/day for 14 days	\$	\$5600	\$5600	☐
Community engagement, written materials and brochures, news articles. advertising, communications	\$200	\$1200	\$1400	☐
Administration	\$1000	\$1,000	\$2,000	☒
Undertaking grant writing, project undertaking. Plant ordering , weed control, seedling planting and acquittal of external grants. including Jim Gordon VC Trail 200hrs at \$70/hr	\$5800	\$12,800	\$18,600	☐
Total \$ cost of items	\$15,000	\$48,600	\$63,600	

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c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

No

4. APPLICANT CHECKLIST

Copy provided with application:

- ☐ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied previously)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principle Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the **Funding Agreement** (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

[Redacted Signature]

Date: 24th March 2026

Authorised Person

Print Name:

[Redacted Name]

Title:

[Redacted Title]

Position:

Executive Officer

Witness name:

[Redacted Name]

Witness signature:

[Redacted Signature]

Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
Funding Assistance Program (3 yearly)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	Weedy Grass Control in the Gingin Cemetery		
Annual sum requested from the Shire of Gingin (GST exclusive):	\$5,000		
Organisation name:	Gingin Brook Catchment Group Inc.		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	Secretary
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☒ Yes ☐ No *if not incorporated please completed below			

***AUSPICING ORGANISATION DETAILS IF RELEVANT** (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:			
Postal Address:			
Contact person:		Role:	
Contact number:		Email:	
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community? Include information about the phases of the project over the coming three years.

Engage a licensed weed control contractor to undertake spraying of weedy grasses using a grass selective herbicide in the remnant vegetation and revegetation areas of the Gingin Cemetery. Gingin Environmental Group would continue hand weeding of other weeds within the wildflower and revegetation areas as it has been doing since 2014.

d) Which of the funding focus areas does this your project support?

This project supports the Planning and Sustainability Focus Area.

b) How will this project benefit the community? What do you plan to achieve over the coming three years?

Outcomes for year one: Initial reduction in established clumps of perennial veldt grass and reduced growth of annual weedy grasses leading to reduced fire hazard and weed seed burden and improved amenity for neighbours and visitors to the cemetery.

Outcomes for year two: Further reduction of established weedy grasses and control of germination of new perennial and annual weedy grasses. This will reduce soil weed seed bank and reduce new additions to the soil seed bank.

Outcomes for year three: There should be minimal weedy grasses in the area which will allow the volunteers to focus on other types of weeds. They will also then be able to undertake other activities such as general maintenance of plants in the revegetation and wildflower areas of the cemetery or further revegetation or weed control in other parts of the cemetery or elsewhere in the town or nearby areas.

c) Who will benefit from your project? (tick all that apply)

☒ Our group ☒ Our suburb ☐ Whole of Shire ☒ Visitors ☒ Local business

☐ Kids ☐ Youth ☐ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

Gingin Environmental Group (GEG) undertook the revegetation in the cemetery in 2015 through a grant, auspiced by the Ellen Brockman Integrated Catchment Group. GEG has been weeding in the cemetery since 2014. Gingin Brook Catchment Group is currently in the final year of a three-year project with State NRM funding to protect Moondah Brook and its threatened mussels. The project involves weed control and revegetation along the brook on three adjoining private properties. The group has also undertaken weed control and revegetation projects on private properties along Lennard Brook for several years.

3. BUDGET

a) **Project Income: Where are you getting the resources for the project from?** *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

ANNUAL PROJECT/EVENT INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$	\$3,427	X
Shire of Gingin Request	\$5,000	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
	\$	\$	☐
Total \$ income	\$5,000	\$3,427	

b) **Project Expenditure: what will you need to purchase/hire to complete the project?**

ANNUAL EXPENDITURE (copy this table if expenditure is significantly different in year two and three, e.g. for multi-phase projects)					
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick that Shire grant would fund.	items Shire would fund.
Contractor for herbicide spraying	\$5,000	\$	\$5,000	X	
Community members time to hand weed	\$	\$1,800	\$1,800	☐	
Use of volunteers vehicles to travel to and from site	\$	\$577	\$577	☐	
Project management by GBCG	\$	\$400	\$400	☐	
Insurance public liability & volunteer workers	\$	\$650	\$650	☐	
	\$	\$	\$	☐	
Total \$ cost of items	\$5,000	\$3,527	\$8,427		

c) **Do you need to use a Shire building or Public Open Space?** (if yes, please detail)

The work is being undertaken in the Gingin Cemetery

4. APPLICANT CHECKLIST

Copy provided with application:

- x Quotations for project/event
- x Supporting information, such as stakeholder and community support, photos, etc.
- x Most recent financial statement
- x Insurance Certificates of Currency (if not supplied previously)
- x Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principle Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the **Funding Agreement** (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:



Date: 27 March 2026

Chairperson/President/Authorised Person

Print Name:



Title:



Position:

Secretary

Witness name:



Witness signature:



Auspicing organisation Details (if applicable)

Auspicing Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
Funding Assistance Program (3 yearly)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title: **Gingin District High School YouthCARE Chaplaincy Program**

Annual sum requested from the Shire of Gingin (GST exclusive): **\$5,000**

Organisation name: **Gingin YouthCARE Council**

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: **Chairperson**

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☐ Yes ☒ No *if not incorporated please completed below

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name: **Churches Commission on Education Inc, trading as YouthCARE**

Postal Address: [REDACTED]

Contact person: [REDACTED] Role: **Grants Officer**

Contact number: [REDACTED] Email: [REDACTED]

Is your group incorporated: ☒ Yes ☐ No

2. YOUR PROJECT

a) What is the project/event you would like to run in the community? Include information about the phases of the project over the coming three years.

The chaplain provides pastoral care to students Kindy-Yr 12, staff and family members through one-to-one support and group programs and activities. The chaplain is there to help students find a better way to deal with social and emotional issues and challenges. She provides a listening ear and a caring presence for students in crisis as well as programs to build resiliency, social skills and community engagement. The chaplain coordinates the breakfast club program supporting nutrition and a sense of belonging, as well as recess and lunch time clubs and safe places for students to foster social and emotional well-being, connection and build friendships. Regular meetings with staff and the student support team ensure services and programs meet current and emerging needs. Support for community events including ANZAC Day Service, Christmas Carol service, The Shire run 'Youth Event', plus more than 40 Christmas hampers to local families in need.

b) Which of the funding focus areas does this your project support?

Grow and nurture community connectedness and wellbeing

c) How will this project benefit the community? What do you plan to achieve over the coming three years?

Outcomes for year one:

Access to pastoral care for students experiencing anxiety, family distress, grief and social challenges
Delivery of small group programs, breakfast and lunchtime clubs to support wellbeing and belonging
Strengthened referral pathways to connect families to appropriate local support services.

Outcomes for year two:

Improvements in student engagement, attendance and sense of belonging
Increased participation in programs supporting resilience, mental health and social skills
Strong collaboration between chaplain and student support staff to support families experiencing hardship.

Outcomes for year three:

Sustained improvements in student wellbeing and positive peer relationships, through clubs and programs
Strong engagement by families with support services and referrals
Improved long-term outcomes for vulnerable students.

d) Who will benefit from your project? (tick all that apply)

☐ Our group	☐ Our suburb	☒ Whole of Shire	☐ Visitors	☐ Local business
☒ Kids	☒ Youth	☐ Elderly	☐ Other (specify):	

e) What experience does your group have that will enable you to complete the project?

YouthCARE was established in 1972 and today provides trained chaplains in 600 schools across WA. In Gingin the local YouthCARE Council supports fundraising and volunteer recruitment, which along with support from State, Federal and local government, churches, individual donors, business and community organisations join together to provide the necessary pastoral care for students and families in the Shire of Gingin.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? *Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution*

ANNUAL PROJECT/EVENT INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 16,000.00	\$ **	☒
Shire of Gingin Request	\$ 5,000.00	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$	\$	☐
School contribution	\$ 42,119.16	\$	☒
Total \$ income	\$ 63,119.16	\$	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

**** The Gingin YouthCARE Council volunteers support fundraising within the community. For 2026 this includes \$4,000 from the Treasure Trove Op Shop, \$5,000 from local churches, \$1,000 from the school P&C, \$6,000 from individual and business donors.**

ANNUAL EXPENDITURE (copy this table if expenditure is significantly different in year two and three, e.g. for multi-phase projects)				
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Chaplaincy Services at Gingin DHS	\$ 63,119.16	\$	\$	☒
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
	\$	\$	\$	☐
Total \$ cost of items	\$	\$	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

No

4. APPLICANT CHECKLIST

Copy provided with application:

- ☐ Quotations for project/event
- ☒ Supporting information, such as stakeholder and community support, photos, etc.
- ☒ Most recent financial statement
- ☒ Insurance Certificates of Currency (if not supplied previously)
- ☒ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principle Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

[Redacted Signature]

Date: 23-03-2026

Chairperson/President/Authorised Person

Print Name:

[Redacted Name]

Title:

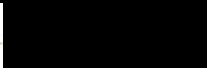
[Redacted Title]

Position:

CHAIRPERSON (Gingin District High School Youth CARE Council)

Witness name:

[Redacted Witness Name]

Witness signature:		
Auspicing organisation Details (if applicable)		
Auspicing Signature:		Date: 6 March 2026
Chairperson/President/Authorised Person		
Print Name:		Title: 
Position:	Chief Financial Officer	
Witness name:		Grants Officer
Witness signature:		



APPLICATION FORM
Funding Assistance Program (3 yearly)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	Lancelin Tourism Initiative		
Annual sum requested from the Shire of Gingin (GST exclusive):	10,000		
Organisation name:	Lancelin Visitor Centre		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	Coordinator
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☐ Yes ☐ No *if not incorporated please completed below			

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicing)

Organisation name:			
Postal Address:			
Contact person:		Role:	
Contact number:		Email:	
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community? Include information about the phases of the project over the coming three years.

The Lancelin Community Resource Centre is committed to enhancing the visitor experience by providing accurate information, showcasing regional attractions and experiences, promoting local businesses, working alongside Shire of Gingin and offering friendly service to all who visit the area. The Lancelin Visitor Centre will feature a diverse array of maps, brochures, event information, and recommendations for various activities and businesses. In addition to highlighting well-known attractions, the Centre aims to encourage visitors to explore more of the region, extend their stay, and increase spending within local businesses. To achieve these objectives, the Lancelin Visitor Centre must maintain its Tourism Council Accreditation, Destination Perth Accreditation, Quality Tourism Accreditation, collaborate with local businesses that offer services to visitors, and ensure the availability and accuracy of local maps and booklets. The materials provided include "The Lancelin Ledge Point Holiday Guide," "Where to Eat, Fish, and Play," "A Guide to Shipwrecks in the Region," and our "Letter from Lancelin." These popular informational projects require extensive hours of research, communication with businesses, printing, graphic design, and organization, all carried out by CRC staff. Our social media presence serves as a vital resource for visitors in the region. Our team is committed to promoting all events, attractions and businesses equally and without bias. Looking ahead, one of our future initiatives will involve revitalizing the Lancelin Visitor Centre building with graphic artwork on the exterior and interactive signage that promotes events, businesses, and local attractions. We finally have embarked on an interactive garden for the children to enjoy when visiting the region. The garden will consist of the gnomes, fairies, painted rocks and the like. The Lancelin CRC will endeavour to hold activities every school holidays and long weekends to allow the kids to come in and create products that they can include in the garden. To support these

services, ongoing training, research, and community consultation will be essential for the Lancelin Visitor Centre staff, committee, and management.

d) Which of the funding focus areas does this your project support?

Attractions and Economy

b) How will this project benefit the community? What do you plan to achieve over the coming three years?

Outcomes for year one:

Visitor Centre Accreditation

ATAP Accreditation

Quality Tourism Framework Accreditation

Maintain Lancelin Visitor Centre booklets

Maintaining Information Bay (advertising for new signage)

Updating CRC outdoor space

Interactive signage

Create interactive Garden

Networking with Businesses, community, Shire of Gingin

Researching new and exciting ventures to improve tourism opportunities

Outcomes for year two:

Visitor Centre Accreditation

ATAP Accreditation

Quality Tourism Framework Accreditation

Maintain Lancelin Visitor Centre booklets

Maintaining Information Bay (advertising for new signage)

Updating CRC outdoor space

Interactive signage

Maintain Interactive Garden

Networking with Businesses, community, Shire of Gingin

Researching new and exciting ventures to improve tourism opportunities

Outcomes for year three:

Visitor Centre Accreditation

ATAP Accreditation

Quality Tourism Framework Accreditation

Maintain Lancelin Visitor Centre booklets

Maintaining Information Bay (advertising for new signage)

Updating CRC outdoor space finalised

Interactive signage finalised

Maintain Interactive Garden

Networking with Businesses, community, Shire of Gingin

Researching new and exciting ventures to improve tourism opportunities

c) Who will benefit from your project? (tick all that apply)

✓ Our group ✓ Our suburb ✓ Whole of Shire ✓ Visitors ✓ Local business
✓ Kids ✓ Youth ✓ Elderly ☐ Other (specify):

e) What experience does your group have that will enable you to complete the project?

The Lancelin CRC has managed the Lancelin Visitor Centre as an information centre for the last 8 years. We have passed our accreditation every year. We pass our audits every year and always achieve high results. Staff, committee and management always complete training requirements and follow through with procedures required by Tourism Council.

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution

ANNUAL PROJECT/EVENT INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$6500	\$13100	☐
Shire of Gingin Request	\$10,000	\$	☐
Lancelin Lions	\$2000	\$	☐
Coastal Courier	\$2000	\$	☐
Total \$ income	\$20500	\$13100	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

ANNUAL EXPENDITURE (copy this table if expenditure is significantly different in year two and three, e.g. for multi-phase projects)					
Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick that Shire grant would fund.	items Shire would fund.
Accreditation Costs	\$2084		\$2084	☒	
Holiday Booklets, Printing, Collating	\$3816	\$7000	\$11,816	☒	
Information Bay	\$100	\$500	\$600	☒	
Interactive signage	\$2500	\$4500	\$7000	☒	
Interactive Garden	\$500	\$2600	\$3100	☒	
Research		9000	\$9000	☒	
Total \$ cost of items	\$10,000	\$23,600	\$33,600		

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

4. APPLICANT CHECKLIST

Copy provided with application:

- ☐ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☐ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied previously)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principle Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

- All the information provided is true and correct.
- I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.
- I have read and fully accept the **Funding Agreement** (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:

Date:

11.3.26.

Chairperson/President/Authorised Person

Print Name:

Title:

Co-ordinator

Position:

Co-ordinator

Witness name:

Witness signature:

Auspicings organisation Details (If applicable)

Auspicings Signature:

Date:

Chairperson/President/Authorised Person

Print Name:

Title:

Position:

Witness name:

Witness signature:



APPLICATION FORM
Funding Assistance Program (3 yearly)

1. PROJECT AND APPLICANT INFORMATION

Project/Event Title:	Lower Moore River Working Group Annual		
Annual sum requested from the Shire of Gingin (GST exclusive):	\$5000		
Organisation name:	Lower Moore River Working Group Inc		
Postal Address:	[REDACTED]		
Contact person:	[REDACTED]	Role:	Treasurer
Contact number:	[REDACTED]	Email:	[REDACTED]
Is your group incorporated: ☐ Yes ☐ No *if not incorporated please completed below			

***AUSPICING ORGANISATION DETAILS** IF RELEVANT (if the applicant is not-incorporated and another organisation is auspicings)

Organisation name:			
Postal Address:			
Contact person:		Role:	
Contact number:		Email:	
Is your group incorporated: ☐ Yes ☐ No			

2. YOUR PROJECT

a) What is the project/event you would like to run in the community? Include information about the phases of the project over the coming three years.

Continue to progress the Lower Moore River Management Plan and Silver Creek Management Plan. Particular emphasis on control of Japanese Pepper infestation on the southern bank of the river and reserves and properties in Guilderton. Completed the reinstatement of the fishing platform on the boardwalk.

b) Which of the funding focus areas does this your project support?

Planning & Sustainability - plan for future generations

c) How will this project benefit the community? What do you plan to achieve over the coming three years?

Outcomes for year one:

Remove Japanese Peppers from south bank on river.

Complete fishing platform on boardwalk.

General weed control, erosion management, walktrail maintenance and fencing repairs particularly at the extension of the boardwalk

Outcomes for year two:

Remove Japanese Peppers from reserves in Guilderton and provide support for residents on their properties.

General tree/sedges planting, weed control, erosion management, walk trail maintenance.

Outcomes for year three:

Minor maintenance of Silver Creek fishing platform.

General weed control, tree and sedges planting, erosion management, walk trail maintenance.

Fencing repairs reinstatement works to keep cattle from river ex Catholic Church block

d) Who will benefit from your project? (tick all that apply)

☐ Our group	☒ Our suburb	☒ Whole of Shire	☒ Visitors	☒ Local business
☒ Kids	☒ Youth	☒ Elderly	☐ Other (specify):	

e) What experience does your group have that will enable you to complete the project?

~~Delivered similar programs and activities over the last 30 years.~~

3. BUDGET

a) Project Income: Where are you getting the resources for the project from? Note: If your group is contributing volunteer hours towards organising and running the project this can be calculated at \$25 per hour per person in-kind contribution

ANNUAL PROJECT/EVENT INCOME			
Income Sources	Cash (GST EXCL)	In-Kind Contribution	Confirmed If Yes tick box
Own (Applicant's) Organisation Contribution	\$ 2000	\$ 20000	☐
Shire of Gingin Request	\$ 5000	\$	☐
List other sources such as other grants being applied for or local sponsorships	\$ 10000	\$	☐
Seeking grants of 10k for Japanese Pepper removal	\$	\$	☐
Total \$ income	\$ 17000	\$ 20000	

b) Project Expenditure: what will you need to purchase/hire to complete the project?

ANNUAL EXPENDITURE (copy this table if expenditure is significantly different in year two and three, e.g. for multi-phase projects)

Item(s) description	Cash (GST EXCL)	In-Kind	Total	Tick items that Shire grant would fund.
Misc costs	\$ 2500	\$	\$	☐
Fencing materials, installation & maintenance	\$ 2000	\$ 5000	\$	☐
Tree purchases, planting and weed control	\$	\$ 5000	\$	☐
Boardwalk maintenance	\$	\$ 10000	\$	☐
General costs for weed control etc	\$ 2500	\$	\$	☐
Japanese Peppers contractor	\$ 10000	\$	\$	☐
Total \$ cost of items	\$ 17000	\$ 20000	\$	

c) Do you need to use a Shire building or Public Open Space? (if yes, please detail)

4. APPLICANT CHECKLIST

Copy provided with application:

- ☐ Quotations for project/event
- ☐ Supporting information, such as stakeholder and community support, photos, etc.
- ☐ Most recent financial statement
- ☐ Insurance Certificates of Currency (if not supplied previously)
- ☐ Current Certificate of Incorporation (if not supplied previously)
- ☐ (For Concept Enquiry projects only) Shire In-principle Letter of Support

5. DECLARATION:

On behalf of the applicant organisation, I declare that:

All the information provided is true and correct.

I give permission to the Shire of Gingin to contact any persons or organisations in the assessment of the application, as appropriate.

I have read and fully accept the Funding Agreement (next page), understanding it will come into effect if this Funding Application is successful.

Applicant Signature:



Date: 31/3/26

Chairperson/President/Authorised Person

Print Name:



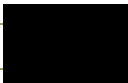
Title:



Position: Treasurer

Witness name:



Witness signature:		
Auspicing organisation Details (if applicable)		
Auspicing Signature:		Date:
Chairperson/President/Authorised Person		
Print Name:		Title:
Position:		
Witness name:		
Witness signature:		

13.4 RESERVE ACCOUNTS - END OF FINANCIAL YEAR TRANSFERS

File	FIN/15
Author	Karina Leonhardt – Manager Corporate Services
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	N/A
Appendices	1. 2025-26 Reserve Transfer Review [13.4.1 - 2 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to approve transfers to and from reserve accounts where amounts vary from those already endorsed by Council resolution.

BACKGROUND

Under the *Local Government Act 1995* (the Act), Council is required to adopt an annual budget that reflects all anticipated financial activities for the relevant financial year. Section 6.2(4)(e) of the Act provides that the budget must include details of any amounts to be set aside in, or used from, reserve accounts, together with the purpose for which those funds are to be set aside or applied.

Further to this, regulation 17(1) of the *Local Government (Financial Management) Regulations 1996* prescribes that each reserve account is to be clearly named so as to identify the purpose for which the monies are held.

Accordingly, where Council proposes to set aside monies for use in future financial years, such provisions must be clearly identified within the annual budget and supported by appropriately named reserve accounts that reflect their intended purpose.

COMMENT

At the time of setting the annual 2025/26 budget, Council agreed to transfers to and from Council reserves to quarantine funds for use in a future financial year, or to cover expenditure in the current financial year. In addition, Council has agreed to additional reserve use through Council resolutions during the year.

Transfers to and from Reserve Accounts are traditionally undertaken as part of the end-of-financial-year process due to the timing of project delivery and the finalisation of revenue and expenditure. This report identifies any proposed transfers that may vary from amounts previously endorsed by Council. It also seeks approval for any additional transfers that may be required at year end, once final financial positions are confirmed.

Guilderton Caravan Park

It should be noted that Administration is proposing not to transfer the full anticipated profit from the Guilderton Caravan Park to the Guilderton Foreshore Reserve for the year ending 30 June 2026. While the recent practice has been to transfer this profit to the reserve rather than apply it to general municipal expenditure, it is proposed that only the amount included in the original budget be transferred.

Any remaining balance would be retained in the brought forward balance to support the preparation of a Guilderton Master Plan, which would provide a coordinated and holistic framework for the future development of areas within the Guilderton townsite. The purpose of the Guilderton Foreshore Reserve may be too restrictive to fund this initiative and one month's local public notice may be required if the funds are to be applied for an alternate purpose and would require disclosure in the Annual Financial Report.

The proposed reserve transfers for Council's information and endorsement are included in the table **appended** to this report.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Division 2 Annual Budget

Section 6.2 Local government to prepare annual budget

Division 4 General financial provisions

Section 6.11 Reserve accounts

Local Government (Financial Management) Regulations 1996

Part 2 General financial management – s.6.10

Regulation 17 Title of reserve accounts

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Budget implications discussed in attached appendix (**see appendix**).

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.4 Strategic & Sustainable Financial Planning - Undertake long-term resource planning and allocation in accordance with the Integrated Planning and Reporting Framework.

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

Councillor Weeks left the meeting at 7:13 pm.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel

SECONDED: Councillor Woods

That Council approve transfers to/from Council reserves in accordance with the attached Appendix.

CARRIED BY ABSOLUTE MAJORITY

6 / 1

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Wilkie and Councillor Woods*

AGAINST: *Councillor Stewart*

MINUTES ORDINARY COUNCIL MEETING 16 JUNE 2026

2025-26 Reserve Transfer Review

APPENDIX 13.4.1

Reserve	Opening Balance	Amended Budget Transfer In	Amended Budget Transfer Out	Proposed Transfer In	Proposed Transfer Out	Proposed Closing Balance	Comment
1. LSL Annual Sick Leave and Staff Contingency	476,066.35	8,492.00	-	18,428.36	-	494,494.71	Transfer In: Interest \$18,428.36 additional \$9,936.36
3. Plant and Equipment Reserve	1,249,543.27	133,610.00	488,463.00	159,369.39	75,118.48	1,333,794.18	Transfer In: Interest \$48,369.39 additional \$25,759.39 Transfer In: Budget review - transfer in of surplus funds 2024/25 \$111,000 Transfer Out: OCM 21/04/2026 Unbudgeted purchase of water tank for GG056 truck. Transfers to include expenditure to 30/06/2026 based on \$60,085 purchase order value. Transfers Out: Net purchases over \$815,000 new municipal funds estimated at 30/06/2026 \$15,033.48. Note: Awaiting delivery of vehicles. If vehicles are not delivered by 30/06/2026, any excess funds under \$815,000 to be transferred into Reserve.
5. Land and Building Reserve	693,971.25	163,969.00	307,950.00	178,078.39	144,242.59	727,807.05	Transfer In: Interest \$26,863.39 additional \$14,109.39 Transfer In: Budget review - transfer in of surplus funds from 2024/25 \$151,215 Transfer Out: Silvercreek Ablution relocation \$130,000.32; Original budget \$250,000. Transfer to include any further expenditure to 30/06/2026. Transfer Out: Lancelin Sporting Complex Electrical Main Board \$14,242.27; Original budget \$30,000. Transfer to include any further expenditure to 30/06/2026.
6. Guilderton Caravan Park Reserve	209,707.76	3,741.00	-	8,105.18	-	217,812.94	Transfer In: Interest \$8,105.18 additional \$4,364.18
7. Shire Recreation Development Reserve	277,140.69	140,443.00	155,000.00	146,228.05	118,422.26	304,946.48	Transfer In: Interest \$10,728.05 additional \$5,785.05 Transfer In: Budget review - transfer in of surplus funds from 2024/25 \$135,500 Transfer Out: Gingin Aquatic Centre Generator \$22,528.91. Original Budget \$35,000. Transfer Out: Ledge Point Country Club Three Tier Wall \$84,908.35; Amended Budget \$100,000. Transfer to include any further expenditure to 30/06/2026. Transfer Out: Gingin Aquatic Centre Equipotential Bonding \$10,985; Original Budget \$20,000. Transfer to include any further expenditure to 30/06/2026.
8. Redfield Park Reserve	34,866.89	622.00	-	1,349.68	-	36,216.57	Transfer In: Interest \$1,349.68 additional \$727.68
9. Ocean Farm Recreation Reserve	34,525.26	616.00	-	1,336.46	-	35,861.72	Transfer In: Interest \$1,336.46 additional \$720.46
10. Tip Rationalisation Reserve	2,955,788.35	351,947.00	688,390.00	706,928.60	225,178.67	3,437,538.28	Transfer In: Interest \$114,417.60 additional \$62,470.60 Transfer In: Transfer In to reserve to be based on net income as at 30/06/2025. Original Budget \$300,000. Transfer Out: Transfer station construction expenditure \$201,128.67 and Landfill Closure Management Plan for Gingin \$24,050 plus any additional expenditure to 30/06/2025. Original budget \$350,000.
11. Lancelin Community Sport and Recreation Reserve	169,870.17	31,093.00	-	36,056.03	-	205,926.20	Transfer In: Interest \$6,575.62 additional \$3,740.62 Transfer In: Mobile tower lease fees: Telstra \$9,834.54 Optus \$19,645.87; Original budget \$28,258.
13. Community Infrastructure Reserve	78,015.69	261,258.00	-	336,947.56	-	414,963.25	Transfer In: Interest \$3,019.96 additional \$1,433.96 Transfer In: Country Heights Estate Developer Contributions \$50,400; Amended budget \$35,000. Transfer to include any further developer contribution income to 30/06/2026. Transfer In: Experience Lancelin Caravan Park Lease and Gross Revenue Share \$283,527.60; Amended Budget \$224,672. Transfer to include all further income to 30/06/2026.
14. Staff Housing Reserve	6,362.26	15,037.00	-	15,170.23	-	21,532.49	Transfer In: Interest \$246.23 additional \$133.23
15. Future Infrastructure Reserve	586,460.94	10,461.00	-	22,701.72	-	609,162.66	Transfer In: Budget Review transfer in of surplus funds from 24/25 \$14,924
16. Guilderton Country Club Reserve	9,585.98	8,398.00	-	9,169.02	-	18,755.00	Transfer In: Interest \$22,701.72 additional \$12,240.72 Transfer In: Interest \$383.64 additional \$217.64
17. Coastal Management Reserve	425,373.63	138,001.00	368,734.00	146,467.09	285,000.00	286,840.72	Transfer In: Interest \$16,466.09 additional \$8,466.09 Transfer In: Annual budgeted contribution \$100,000 Transfer In: OCM 21/04/2026 Item 13.4 - transfer in of surplus funds \$30,001 Transfer Out: Sand renourishment for Grace Darling Park to Edward Island Point \$45,000; as budgeted Transfer Out: Coastal erosion work Lancelin \$100,000; Original budget \$100,000. Transfer Out: Seabird seawall maintenance \$0; Original budget \$83,734 Transfer Out: SCM 24/03/2026 Item 14.1 Lancelin Coastal Erosion \$140,000

MINUTES ORDINARY COUNCIL MEETING 16 JUNE 2026

2025-26 Reserve Transfer Review

APPENDIX 13.4.1

18. Guilderton Foreshore Reserve	457,063.11	370,889.00	96,950.00	385,507.00	-	842,570.11	Transfer In: Interest \$17,692.77 additional \$9,614.77 Transfer In: Guilderton Foreshore (Net Income from parking meters less 7.2% for trailer parking) \$65,796.23. Transfer to be based on final 2025/26 net income; Original budget \$60,793. Transfer In: Profit from Guilderton Caravan Park \$302,018; as budgeted. Transfer Out: Guilderton foreshore redevelopment costs \$0; Original budget \$96,950.
21. Seniors Housing Reserve	78,053.14	33,492.00	77,585.00	36,063.58	57,470.04	56,646.68	Transfer In: Interest \$3,021.42 additional \$1,629.42 Transfer In: 1% of replacement cost as per JV agreement; based on GRC \$2,930,000 - \$29,300; Original budget \$32,100 Transfer Out: Lancelin aged units - Pex pipe repairs unit 10, downpipe repairs and replacement ovens \$57,470.04; Original budget \$77,585. Transfer to Include any additional expenditure to 30/06/2026.
22. Gingin Railway Station Reserve	6,367.72	114.00	-	246.49	-	6,614.21	Transfer In: Interest \$246.49 additional \$132.49
24. Contribution to Roads Reserve - Cullalla Road Intersection	50,001.14	892.00	-	1,935.52	-	51,936.66	Transfer In: Interest \$1,935.52 additional \$1,043.52
29. Contribution to Roads Reserve - Chitna Road	3,333.42	59.00	-	129.03	-	3,462.45	Transfer In: Interest \$129.03 additional \$70.03
31. Contribution to Roads Reserve - Balance of Muni Funds	172,660.18	3,063.00	-	6,683.62	-	179,343.80	Transfer In: Interest \$6,683.62 additional \$3,620.62 Transfer In: Savings of Council funds on the following capital projects based on any further expenditure to 30/06/2026. Cowalla Road - Pavement reconstruction and widen seal to 8m SLK 27.95 - 29.95 Mooliabeenee Road - Final Seal SLK 7.18 - 9.39 Sandringham Road - Widen and resheet SLK 1.06 - 4.43 Sappers Road - Yr 1 Design for Pavement reconstruction and widen seal to 9m SLK 8.83 - 11.5 Guilderton Road - Yr 1 Design for Pavement reconstruction and widen seal to 9m Beermullah Road West - Yr 1 Design for Reconstruction, widen formatin to 10m SLK 4.4 - 5.6 Edward Street - Drainage works Brockman and Weld Street - Drainage works Drainage Stock Footpaths expansion program Transfer Out: \$0
32. Community Infrastructure Reserve - Lower Coastal Fire Control	28,001.93	499.00	-	1,083.95	-	29,085.88	Transfer In: Interest \$1,083.95 additional \$584.95
33. Community Infrastructure Reserve - Gingin Logo Plates	10,487.11	485.00	-	1,314.99	-	11,802.10	Transfer In: Interest \$405.95 additional \$220.95 Transfer In: Sale of Special Order Plates \$909.04 plus any additional income to 30/06/2025; Original budget \$300.
34. Community Infrastructure Reserve - Gingin Ambulance	72,074.50	7,286.00	-	8,789.99	-	80,864.49	Transfer In: Interest \$2,789.99 additional \$1,503.99 Transfer In: Annual contribution to Ambulances \$6,000
36. Community Infrastructure Reserve - Lancelin Ambulance	38,514.29	18,687.00	-	19,490.86	-	58,005.15	Transfer In: Interest \$1,490.86 additional \$803.86 Transfer In: Annual contribution to Ambulances \$18,000
40. Public Open Space Reserve	72,265.24	11,213.00	55,000.00	12,721.37	46,892.50	38,094.11	Transfer In: Interest \$2,797.37 additional \$1,508.37 Transfer In: Budget review - transfer in of surplus funds 24/25 \$9,924 Transfer Out: Playground repairs \$30,000 as budgeted. Transfer Out: Shade sail over playground at Gabbadah Park \$16,892.50; Original budget \$25,000
41. Guilderton Trailer Parking Reserve	47,501.67	5,758.00	-	7,512.17	-	55,013.84	Transfer In: Interest \$1,838.78 additional \$997.78 Transfer In: Transfer to be based on 7.2% of final 2025/26 net income to 30 June 2026
42. Gingin Outdoor Activity Space (GOAS) Playground	5,857.43	104.00	-	226.74	-	6,084.17	Transfer In: Interest \$226.74 additional \$122.74
43. Community Resilience Reserve	24,614.56	439.00	-	952.89	-	25,567.45	Transfer In: Interest \$952.89 additional \$513.89
45. Contribution of Roads Reserve - Aurisch Road	22,689.23	12,937.00	12,500.00	13,378.29	7,800.27	28,267.25	Transfer In: Interest \$878.29 additional \$441.29 Transfer In: Annual maintenance contribution of \$12,500 by deed party Transfer Out: Transfer to fund maintenance of Aursich Rd \$7,800.27 plus any further expenditure to 30/06/2025; Original budget \$12,500.
46. Community Infrastructure - Development Reserve Fund Lot 601 Brockman Street (Brookview)	131,830.10	135,285.00	-	138,639.10	-	270,469.20	Transfer In: Interest \$5,103.10 additional \$3,354.10 Transfer In: Developer contribution for Stage 4 of \$48,672 and Shire co-contribution \$48,672; Shire co-contribution for Stage 3 \$36,192
47. Community Infrastructure - Community Facilities Fund Lancelin South Development Reserve	-	66,848.00	-	-	-	-	Transfer In: \$0 due to on-going negotiations
48. Community Infrastructure - Maritime Facilities Fund	-	11,109.00	-	-	-	-	Transfer In: \$0 due to on-going negotiations
	\$ 8,428,593.26	\$ 1,946,847.00	\$ 2,250,572.00	\$ 2,421,011.35	\$ 960,124.81	\$ 9,889,479.80	

Cr Weeks returned to meeting at 7:16 pm.

13.5 LIST OF PAID ACCOUNTS MAY 2026

File	FIN/25
Author	Alexis Knight – Finance Officer
Reporting Officer	Rachael Wright – Executive Manager Corporate Services
Refer	Nil
Appendices	1. Voucher List May 2026 [13.5.1 - 6 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to note the payments made in May 2026.

BACKGROUND

Council has delegated authority to the Chief Executive Officer (CEO) to exercise the power to make payments from the Municipal Fund (Delegation 1.1.13 Payments from the Municipal or Trust Funds). The CEO is required to present a list to Council of those payments made since the last list was submitted.

COMMENT

Accounts totalling \$2,185,600.06 were paid during the month of May 2026.

A payment schedule is included as an **Appendix** to this report.

The schedule details:

- Municipal Fund electronic funds transfers (EFT) \$1,836,774.64
- Municipal Fund cheques \$63,313.93
- Municipal Fund direct debits \$285,511.49

TOTAL MUNICIPAL EXPENDITURE \$2,185,600.06

TOTAL EXPENDITURE \$2,185,600.06

All invoices have been verified, and all payments have been duly authorised in accordance with the Shire's procedures.

RISK IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 6 Financial management

Division 3 Reporting on activities and finance

Section 6.4 Financial report

Local Government (Financial Management) Regulations 1996

Part 2 General financial management

Reg. 13 Payments from municipal fund or trust by CEO

Reg. 13A Payments by employees via purchasing cards

Shire of Gingin Delegation Register – Delegation 1.1.13 Payments from the Municipal or Trust Funds

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Resource requirements are in accordance with existing budgetary allocations.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.4 Strategic & Sustainable Financial Planning - Undertake long-term resource planning and allocation in accordance with the Integrated Planning and Reporting Framework

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel

SECONDED: Councillor Peczka

That Council note all payments made by the CEO under Delegation 1.1.13 for May 2026 totalling \$2,185,600.06 as detailed in the appendices to this report, comprising:

**MINUTES
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16 JUNE 2026**

- | | |
|---|----------------|
| • Municipal Fund electronic funds transfers (EFT) | \$1,836,774.64 |
| • Municipal Fund cheques | \$63,313,93 |
| • Municipal Fund direct debits | \$285,511.49 |

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

The Manager Corporate Services left the meeting at 7:17 pm and did not return.

MINUTES ORDINARY COUNCIL MEETING 16 JUNE 2026

APPENDIX 13.5.1

Payments made under Delegated Authority 2.1 *Payment of Creditors* for the period 01/05/2026 - 31/05/2026

Payment Category
L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor

TYPE	DATE PAID	NAME	DETAILS	AMOUNT	
EFT-46990	8/05/2026	Advance Office Solutions	Labels	108.90	
EFT-46991	8/05/2026	Altus Planning Pty Ltd	Planning Service	2772.00	
EFT-46992	8/05/2026	Austech Illusions Pty Ltd	Water Trailers	13140.00	
EFT-46993	8/05/2026	Australian Training Management Pty Ltd	Staff Training	600.00	
EFT-46994	8/05/2026	Beemarra Group Pty Ltd	Shire Waste Facilities: Operations & Site Management	23347.50	
EFT-46995	8/05/2026	Brightmark Group Pty Ltd	Cleaning Shire Facilities	28349.02	
EFT-46996	8/05/2026	Bullsbrook Water Carriers	Shire Facilities: Water	2496.50	L
EFT-46997	8/05/2026	Civil Engineering Assignments	Capital Works Designs	5060.00	
EFT-46998	8/05/2026	Civil Products WA	Signage	1597.75	
EFT-46999	8/05/2026	Cleanflow Environmental Solutions	Various Locations: Soak Well and Pit Drainage	28858.50	
EFT-47000	8/05/2026	Complete Approvals	Refund	824.32	
EFT-47001	8/05/2026	Complete Office Supplies Pty Ltd	Stationary	920.04	
EFT-47002	8/05/2026	Cooee Couriers & Transport	Freight	575.03	
EFT-47003	8/05/2026	Country Copiers	Photo Copier Charges	199.48	
EFT-47004	8/05/2026	Department of Transport	Information Fee	188.70	
EFT-47005	8/05/2026	Dibbles Plumbing Service	Shire Facilities/Locations: Plumbing Works	1472.90	
EFT-47006	8/05/2026	Dielectric Security Systems	Shire Administration Emergency & Call Out	5030.85	
EFT-47007	8/05/2026	Direct Furniture Hire	Youth Expo	704.00	
EFT-47008	8/05/2026	East African Coffee	Youth Expo	420.00	
EFT-47009	8/05/2026	Eastern Hills Chainsaws & Mowers Pty Ltd	Minor Asset Replacement Part	881.10	
EFT-47010	8/05/2026	Eco Landscape Supply	Shire Facilities/Locations: Gardening	4675.00	
EFT-47011	8/05/2026	Everjazz Pty Ltd T/A Alarm Assets Group & Austech Surveillance	Alarm Maintenance	374.99	
EFT-47012	8/05/2026	Filtrex Innovative Wastewater Solutions	Refund	236.00	R
EFT-47013	8/05/2026	Full Flow Plumbing and Gas	Shire Facilities/Locations: Plumbing Works	14872.00	L
EFT-47014	8/05/2026	Gingin Community Op Shop T/a The Treasure Trove @ Gingin	Refund	50.00	R
EFT-47015	8/05/2026	Gingin District Community Resource Centre Inc (CRC)	Power Reimbursement & Advertising	1180.61	L
EFT-47016	8/05/2026	Gingin Florist	Anzac Day	300.00	L
EFT-47017	8/05/2026	Gingin Fuel and Tyres Pty Ltd	Various Vehicle: Maintenance	499.00	L
EFT-47018	8/05/2026	Gingin Trading	Hardware Store Purchases	2009.75	L
EFT-47019	8/05/2026	Gull Gingin Pty Ltd	Catering & Fuel	486.24	L
EFT-47020	8/05/2026	IGA Local Grocer Gingin	Supermarket Purchases	503.51	L
EFT-47021	8/05/2026	Jupiter Health and Medical Services (Lancelin Medical Centre)	Reimbursement: Medical Centre Costs	1327.00	
EFT-47022	8/05/2026	Lancelin Trade and Rural Supplies	Hardware Store Purchases	1410.95	L
EFT-47023	8/05/2026	LD Total	Shire Facilities/Locations: Plumbing Repairs	3414.22	
EFT-47024	8/05/2026	Ledge Club WA Inc	Refund	200.00	L
EFT-47025	8/05/2026	Local Government Professionals WA - LGPWA	Staff Training	585.00	S
EFT-47026	8/05/2026	McLeods Lawyers Pty Ltd	Legal Advice	1215.50	
EFT-47027	8/05/2026	Midland Camera House	Minor Asset Repair	319.80	
EFT-47028	8/05/2026	Mylolies.com.au	Catering	227.82	
EFT-47029	8/05/2026	Nutrien Water	Shire Facilities/Locations: Plumbing Works	33781.00	
EFT-47030	8/05/2026	Ohura Consulting	Consultancy	3772.50	
EFT-47031	8/05/2026	Omnicom Media Group Australia Pty Ltd (Marketforce)	Advertisements	1822.21	
EFT-47032	8/05/2026	Pedders Cannington	Vehicle Replacement Part	1671.00	
EFT-47033	8/05/2026	RingCentral Australia Pty Ltd	Monthly Phone Service	1368.39	
EFT-47034	8/05/2026	Scrap Happens Pty Ltd	Ewaste Collection	1837.00	
EFT-47035	8/05/2026	Shire of Gingin	Refund Correction	487.15	L,R
EFT-47036	8/05/2026	St John Ambulance Western Australia Ltd	Youth Expo	854.70	
EFT-47037	8/05/2026	Stewart & Heaton Clothing Co Pty Ltd	Firefighter PPE	2325.02	
EFT-47038	8/05/2026	The Gingin Men's Shed Inc	Refund	250.00	R
EFT-47039	8/05/2026	Tool Kit Depot	Supply Minor Asset	6662.73	
EFT-47040	8/05/2026	Total Green Recycling	Ewaste Processing	1906.74	
EFT-47041	8/05/2026	Training One Australia	Staff Training	2000.00	S
EFT-47042	8/05/2026	Tutt Bryant Equipment (BT Equipment Pty Ltd T/As)	Vehicle Maintenance Parts	598.77	
EFT-47043	8/05/2026	Vegetables WA	Refund	100.00	R
EFT-47044	8/05/2026	WA Hino Sales and Service	Vehicle Replacement Part & Maintenance Service	5910.77	
EFT-47045	8/05/2026	F. Peczka	Councillor Travel Expenses	1222.91	C
EFT-47046	8/05/2026	Thomas Kusters	Shire Facilities/Locations: Fire Safety	870.00	L
EFT-47047	13/05/2026	Abcorp Australasia Pty Ltd	Supply Minor Asset	506.00	
EFT-47048	13/05/2026	Altus Planning Pty Ltd	Planning Services	2178.00	
EFT-47049	13/05/2026	AMA Medical Products	Supply Minor Asset	405.08	
EFT-47050	13/05/2026	Aurora Delta Pty Ltd	Gingin Medical Centre Costs	1255.22	L
EFT-47051	13/05/2026	Australian Taxation Office (PAYG)	Payroll Deduction	60510.00	S
EFT-47052	13/05/2026	B & J Catalano Pty Ltd	Supply Gravel Tender	26360.18	
EFT-47053	13/05/2026	Bluesalt Consulting	Feasibility Study	12496.00	
EFT-47054	13/05/2026	Brightmark Group Pty Ltd	Shire Locations/Facilities: Cleaning	5464.80	
EFT-47055	13/05/2026	CarBon Leasing & Rentals Pty Ltd	Novated Lease	1024.60	
EFT-47056	13/05/2026	CFMEU	Payroll Deductions	60.00	S
EFT-47057	13/05/2026	Child Support Agency	Payroll Deductions	734.59	S
EFT-47058	13/05/2026	Cleanflow Environmental Solutions	Various Locations: Soak Well and Pit Drainage	19239.00	

MINUTES ORDINARY COUNCIL MEETING 16 JUNE 2026

APPENDIX 13.5.1

Payments made under Delegated Authority 2.1 *Payment of Creditors* for the period 01/05/2026 - 31/05/2026

			Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
TYPE	DATE PAID	NAME	DETAILS	AMOUNT
EFT-47059	13/05/2026	Cohesis Pty Ltd	Consultation	3847.25
EFT-47060	13/05/2026	Complete Office Supplies Pty Ltd	Stationary	70.85
EFT-47061	13/05/2026	Construction Training Fund	Building Services Levy (CTF)	3994.07
EFT-47062	13/05/2026	Digital Surveying Solutions	Various Surveys	12859.00
EFT-47063	13/05/2026	Duncan Solutions	Parking Meter Costs	347.66
EFT-47064	13/05/2026	Eagleye Technical Services	Shire Facilities/Locations: Electrical Works	3619.00
EFT-47065	13/05/2026	Element Advisory Pty Ltd	Consulting Services	4950.00
EFT-47066	13/05/2026	Gingin Fuel and Tyres Pty Ltd	Various Vehicles: Maintenance Repairs	27628.50
			Supply Diesel	
EFT-47067	13/05/2026	Gingin Trading	Hardware Store Purchases	1703.73
EFT-47068	13/05/2026	Green Shoots Investigations	Consulting Services	16149.38
EFT-47069	13/05/2026	Indian Ocean Painting and Decorating	Shire Facilities/Locations: Maintenance Works	2200.00
EFT-47070	13/05/2026	Iron Mountain Australia Group Services Pty Ltd	Storage	150.82
EFT-47071	13/05/2026	IT Vision	IT Licence Renewals - Prepayment for 2026/2027	202441.43
EFT-47072	13/05/2026	K B Riley & Sons Pty Ltd t/a Lancelin Sands	Shire Waste Facilities & Projects: Supply Gravel	64820.25
EFT-47073	13/05/2026	Lancelin Angling and Aquatic Club Inc. (LAAC)	Lancelin Engagement Workshop	330.00
EFT-47074	13/05/2026	Lancelin Gull Roadhouse	Fuel Purchases	2918.57
EFT-47075	13/05/2026	LD Total	Turf Maintenance Contract	51173.63
EFT-47076	13/05/2026	LG Best Practices Pty Ltd	External Officer	2376.00
EFT-47077	13/05/2026	LGRCEU (WA Division)	Payroll Deductions	72.00
EFT-47078	13/05/2026	Local Government Professionals WA - LGPWA	Staff Training	650.00
EFT-47079	13/05/2026	McLeods Lawyers Pty Ltd	Legal Expenses	2785.04
EFT-47080	13/05/2026	McWilliams Davis Lawyers	Consulting Services	20230.65
EFT-47081	13/05/2026	Moore River Tree Services	Various Locations: Pruning	9460.00
EFT-47082	13/05/2026	NAPA a division of GPC Asia Pacific Pty Ltd	Various Vehicles: Maintenance Parts	55.28
EFT-47083	13/05/2026	Nunzio's Mobile Pizza Pty Ltd	Catering	1850.00
EFT-47084	13/05/2026	Officeworks	Stationery	199.95
EFT-47085	13/05/2026	Ohura Consulting	Consulting Services	12770.85
EFT-47086	13/05/2026	Seek Limited	Advertisement	599.50
EFT-47087	13/05/2026	Sherrin Rentals Pty Ltd	Water Truck Hire	10373.00
EFT-47088	13/05/2026	Specialist Apps Pty Ltd	Application Development	11000.00
EFT-47089	13/05/2026	Supagas Pty Limited	Shire Facilities/Locations: Supply Gas	2149.51
EFT-47090	13/05/2026	Team Global Express Pty Ltd	Freight	300.40
EFT-47091	13/05/2026	The National Trust of Australia (WA)	Rent for Gingin Railway Station	255.37
EFT-47092	13/05/2026	Tiffany's Catering	Catering	591.00
EFT-47093	13/05/2026	WA Library Supplies	Stationary for Shire Library	118.75
EFT-47094	13/05/2026	Waterlogic Australia Pty Ltd	Cool & Cold Countertop, Rental	173.97
EFT-47095	13/05/2026	WEX Australia Pty Ltd	Caltex Fuel Card Purchases	3912.83
EFT-47096	13/05/2026	Work Health Professionals Pty Ltd	Staff Hearing Tests	1254.00
EFT-47097	13/05/2026	H. Cox	Reimbursement	1294.62
EFT-47098	13/05/2026	Thomas Kusters	Shire Facilities/Locations: Plumbing Repairs	45.00
EFT-47099	15/05/2026	Local Government Professionals WA - LGPWA	Staff Training	1390.00
EFT-47100	22/05/2026	AEG Plant Pty Ltd	Vehicle Towing & Repair	880.00
EFT-47101	22/05/2026	AFGRI Equipment Pty Ltd	Various Plants: Replacement Parts	1007.02
EFT-47102	22/05/2026	Australian Institute of Building Surveyors	Staff Training	2600.00
EFT-47103	22/05/2026	Avantgarde Technologies	Purchase of Minor Assets	78633.61
EFT-47104	22/05/2026	Avon Waste	Kerbside Collection Services	24204.76
EFT-47105	22/05/2026	B & J Catalano Pty Ltd	Supply Gravel Tender	74368.45
EFT-47106	22/05/2026	Beachpine Holdings Pty Ltd	Refund	1433.86
EFT-47107	22/05/2026	Beemarra Group Pty Ltd	Shire Waste Facilities: Operations & Site Management	12787.50
EFT-47108	22/05/2026	Belgravia PRO Pty Ltd	Shire Facilities: Hire, Management & Licencing Fees	54384.21
EFT-47109	22/05/2026	BOC Pty Ltd	Shire Facilities/Locations: Supply Gas & Oxygen	110.79
EFT-47110	22/05/2026	Carringtons Traffic Services	Traffic Management	31336.12
EFT-47111	22/05/2026	Cat Haven	Cat Adoption Report	11.00
EFT-47112	22/05/2026	Civil Engineering Assignments	Capital Works Designs	1834.25
EFT-47113	22/05/2026	Cleanflow Environmental Solutions	Various Locations: Soak Well and Pit Drainage	3206.50
EFT-47114	22/05/2026	Country Copiers	Shire Administration Asset	1109.00
EFT-47115	22/05/2026	Country Values Real Estate - Trust Account	Rental, Gingin	2320.00
EFT-47116	22/05/2026	Crack Seal WA Pty Ltd	Various Roads: Road Maintenance	16622.10
EFT-47117	22/05/2026	Department of Local Government Industry Regulation and Safety - Bonds ADMIN	Building Services Levy (BSL)	17511.15
EFT-47118	22/05/2026	Department of Transport	Release of Information Fee	229.50
EFT-47119	22/05/2026	Dibbles Plumbing Service	Shire Facilities/Locations: Plumbing Repairs	341.00
EFT-47120	22/05/2026	Ergolink	Ergonomic Supplies	180.08
EFT-47121	22/05/2026	Everjazz Pty Ltd T/A Alarm Assets Group & Austech Surveillance	Alarm Maintenance	707.72
EFT-47122	22/05/2026	Existco PTY LTD	Supply Minor Asset	577.50
EFT-47123	22/05/2026	Frontline Fire and Rescue Equipment	Firefighter PPE	7400.44
EFT-47124	22/05/2026	Fulton Hogan	Refund	300.00
EFT-47125	22/05/2026	Gingin District Community Resource Centre Inc (CRC)	Mothers Day Hamper	43.00
EFT-47126	22/05/2026	Gingin Fuel and Tyres Pty Ltd	Various Vehicles: Service & Maintenance	21027.16
			Supply Diesel	
EFT-47127	22/05/2026	Gingin Grading Service Pty Ltd	Capital Construction Works	174020.00
EFT-47128	22/05/2026	Gingin Reds Cricket Club	Community Grant Funding	5000.00

MINUTES ORDINARY COUNCIL MEETING 16 JUNE 2026

APPENDIX 13.5.1

Payments made under Delegated Authority 2.1 *Payment of Creditors* for the period 01/05/2026 - 31/05/2026

TYPE	DATE PAID	NAME	DETAILS	AMOUNT	
EFT-47129	22/05/2026	Gisela Pineiro - The Creativity Counsellor	Mural at Lancelin Library	2896.76	
EFT-47130	22/05/2026	Green Shoots Investigations	Consulting Services	1546.88	
EFT-47131	22/05/2026	Guilderton Country Club Inc.	Refund	250.00	L,R
EFT-47132	22/05/2026	Gull Gingin Pty Ltd	Catering	90.00	L
EFT-47133	22/05/2026	Kleen West Distributors	Ablution Supplies	1795.10	
EFT-47134	22/05/2026	Lancelin and Coastal Districts RSL	Refund	122.34	L
EFT-47135	22/05/2026	Lancelin Bowling Club	Australia Day	256.85	L
EFT-47136	22/05/2026	Lancelin Outdoors	Shire Facilities/Locations: Capital Works & Net Installation	9047.50	L
EFT-47137	22/05/2026	Landgate	GRV Interim Valuation	804.10	
EFT-47138	22/05/2026	Ledge Point Reticulation & Refrigeration	Shire Facilities/Locations: Plumbing Repairs	764.50	L
EFT-47139	22/05/2026	Ledge's Kanga Service and Skip Bin Hire	Skip Bin Hire	2640.00	L
EFT-47140	22/05/2026	Limestone Park Earthmoving	Firebreak Installation	3080.00	
EFT-47141	22/05/2026	Mcintosh and Son	Replacement Part for Vehicle	2272.50	
EFT-47142	22/05/2026	McLeods Lawyers Pty Ltd	Legal Advice	898.04	
EFT-47143	22/05/2026	Moore Australia (WA) Pty Ltd	Staff Training	1045.00	
EFT-47144	22/05/2026	Moore Men's Shed Inc	Community Grant Funding	342.00	L
EFT-47145	22/05/2026	Moore River Roadhouse	Fuel Purchases	1274.65	L
EFT-47146	22/05/2026	Moore Septics	Pump Out Septic Tank	1255.00	L
EFT-47147	22/05/2026	NAPA a division of GPC Asia Pacific Pty Ltd	Various Vehicles: Maintenance Parts	870.30	
EFT-47148	22/05/2026	Northern Valley News	Advertising Fees	1475.00	L
EFT-47149	22/05/2026	NXP Civils Pty Ltd	Capital Works	110353.21	
EFT-47150	22/05/2026	Offshore Diving Services	Shire Facilities Maintenance	3850.00	
EFT-47151	22/05/2026	Perth Trade Parts	Various Vehicles: Replacement Parts	824.31	
EFT-47152	22/05/2026	Reward Supply Co PTY LTD	Minor Asset Replacement	5313.00	
EFT-47153	22/05/2026	Seabird Progress and Sports Association Inc SPA	Community Grant Funding	2500.00	L
EFT-47154	22/05/2026	Shire of Gingin	Commission Paid on Building Services Levy BSL	390.00	L
EFT-47155	22/05/2026	Sonic HealthPlus Pty Ltd	Staff Hearing Tests	283.80	
EFT-47156	22/05/2026	South East Regional centre for Urban landcare SERCUL	Landcare Services & Supply Required Tools	20570.00	
EFT-47157	22/05/2026	Strooth Consulting Pty Ltd	Peer Review	4158.00	
EFT-47158	22/05/2026	The Gingin Men's Shed Inc	Supply Plaque	27.50	L
EFT-47159	22/05/2026	The National Trust of Australia (WA)	Rent for Gingin Railway Station	255.37	L
EFT-47160	22/05/2026	Tiffany's Catering	Catering	137.00	L
EFT-47161	22/05/2026	Total Green Recycling	Ewaste Processing	718.19	
EFT-47162	22/05/2026	Uniforms at Work	Uniforms	304.40	
EFT-47163	22/05/2026	Western Australia Police Force	National Police Checks	35.20	
EFT-47164	22/05/2026	Western Australian Local Government Association	Staff Training	715.00	
EFT-47165	22/05/2026	Western Australian Water Users Coalition (inc.)	Refunds	280.00	R
EFT-47166	22/05/2026	Wren Oil - Romine Holdings Pty Ltd	Depot Stock & Removal of Waste	374.00	
EFT-47167	22/05/2026	Wurth Australia Pty Ltd	Staff PPE	142.87	
EFT-47168	22/05/2026	A. Aitken	Refund	623.21	R
EFT-47169	22/05/2026	J. Ingersole	Refund	215.50	R
EFT-47170	22/05/2026	Leigh Solomon	Shire Locations/Facilities: Building Maintenance	1681.00	
EFT-47171	22/05/2026	LJ Hughes	Reimbursement: Lancelin Administration	213.12	
EFT-47172	22/05/2026	Mark Wynne Davies	Staff Training	3612.00	S
EFT-47173	22/05/2026	N. Foxon	Reimbursement	11.00	R
EFT-47174	25/05/2026	Able Sales Pty Ltd t/a Able Power	Supply/Replace Asset	1355.00	
EFT-47175	25/05/2026	Australian Taxation Office (PAYG)	Payroll Deductions	52516.00	S
EFT-47176	25/05/2026	CFMEU	Payroll Deductions	60.00	S
EFT-47177	25/05/2026	Child Support Agency	Payroll Deductions	734.59	S
EFT-47178	25/05/2026	Chittering Pest and Weed	Various Locations: Road/Verge Maintenance	33932.50	L
EFT-47179	25/05/2026	Civica Pty Ltd	Shire Locations/Facilities: Tree Inspection	2849.00	
EFT-47180	25/05/2026	Civil Engineering Assignments	Capital Works Designs	4111.25	
EFT-47181	25/05/2026	Gull Gingin Pty Ltd	Catering	264.00	L
EFT-47182	25/05/2026	LGRCEU (WA Division)	Payroll Deductions	72.00	S
EFT-47183	25/05/2026	Moore River Brewing Co	Catering	7500.00	L
EFT-47184	25/05/2026	Supagas Pty Limited	Shire Locations/Facilities: Gas	3226.05	
EFT-47185	25/05/2026	W & J Greenwell	Staff PPE	177.00	L
EFT-47186	25/05/2026	WA Mapping	Location Services	2090.00	
EFT-47187	28/05/2026	Adams Advisory Pty Ltd T/AS Intent Life On Purpose	Consulting Services	4312.00	
EFT-47188	28/05/2026	AMPAC Debt Recovery WA Pty Ltd	Rates and Debts Recovery	919.00	
EFT-47189	28/05/2026	Aquamonix Pty Ltd	Annual Subscription	594.00	
EFT-47190	28/05/2026	Aurora Delta Pty Ltd	Gingin Medical Subsidy	481.50	
EFT-47191	28/05/2026	Beemarra Group Pty Ltd	Shire Waste Facilities: Operations & Site Management	12787.50	
EFT-47192	28/05/2026	Bullsbrook Water Carriers	Shire Facilities: Water	1100.00	L
EFT-47193	28/05/2026	CarBon Leasing & Rentals Pty Ltd	Novated Lease	1024.60	S
EFT-47194	28/05/2026	Carringtons Traffic Services	Traffic Management	16821.16	
EFT-47195	28/05/2026	Civic Legal	Consulting - Legal Advice	18641.98	
EFT-47196	28/05/2026	Complete Office Supplies Pty Ltd	Stationary	233.12	
EFT-47197	28/05/2026	Construction Training Fund	Building Services Levy	2563.34	
EFT-47198	28/05/2026	Dibbles Plumbing Service	Shire Facilities/Locations: Plumbing Repairs	396.00	

MINUTES ORDINARY COUNCIL MEETING 16 JUNE 2026

APPENDIX 13.5.1

Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/05/2026 - 31/05/2026

TYPE	DATE PAID	NAME
EFT-47199	28/05/2026	Ecowater Services
EFT-47200	28/05/2026	Full Flow Plumbing and Gas
EFT-47201	28/05/2026	Gingin West Volunteer Bush Fire Brigade
EFT-47202	28/05/2026	Hersey's Safety Pty Ltd
EFT-47203	28/05/2026	JB Hi-Fi Group Pty Ltd
EFT-47204	28/05/2026	K B Riley & Sons Pty Ltd t/a Lancelin Sands
EFT-47205	28/05/2026	Lancelin Community & Sporting Club Inc.
EFT-47206	28/05/2026	LD Total
EFT-47207	28/05/2026	McGees Property
EFT-47208	28/05/2026	NAPA a division of GPC Asia Pacific Pty Ltd
EFT-47209	28/05/2026	Officeworks
EFT-47210	28/05/2026	Shire of Gingin
EFT-47211	28/05/2026	Shire of Gingin
EFT-47212	28/05/2026	Supagas Pty Limited
EFT-47213	28/05/2026	The Gingin Men's Shed Inc
EFT-47214	28/05/2026	Tractorman Services
EFT-47215	28/05/2026	Western Australian Local Government Association
EFT-47216	28/05/2026	D. Pike
EFT-47217	28/05/2026	S. O'Dwyer
EFT-47218	28/05/2026	Civil Engineering Assignments
EFT-47219	28/05/2026	Cleanflow Environmental Solutions
EFT-47220	28/05/2026	Complete Office Supplies Pty Ltd
EFT-47221	28/05/2026	Landgate
EFT-47222	28/05/2026	Seek Limited
EFT-47223	28/05/2026	Tiffany's Catering
EFT-47224	28/05/2026	Tractorman services
EFT-47225	28/05/2026	WA Stump Grinding & Tree Services
EFT-47226	28/05/2026	WANT Plumbing Services Pty Ltd
EFT-47227	28/05/2026	A. Smith
EFT-47228	28/05/2026	A. Richards
EFT-47229	28/05/2026	G. Moulton
EFT-47230	28/05/2026	J. Cleghorn
EFT-47231	28/05/2026	D. Wilkie

CHEQUES

CHQ-116509	19/05/2026	Australian Taxation Office
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CHEQUES TOTAL

DIRECT DEBIT

DE-8074	1/05/2026	Bendigo Bank
DE-8075	1/05/2026	Bendigo Bank
DE-8076	1/05/2026	Bendigo Bank
DE-8078	1/05/2026	Department of Transport
DE-7968	1/05/2026	Synergy
DE-8070	1/05/2026	Go Go Media
DE-8079	4/05/2026	Department of Transport
DE-7973	4/05/2026	Water Corporation
DE-7976	4/05/2026	Water Corporation
DE-7974	4/05/2026	Water Corporation
DE-7975	4/05/2026	Water Corporation
DE-7977	4/05/2026	Water Corporation
DE-8088	4/05/2026	Bendigo Bank
DE-8089	4/05/2026	Bendigo Bank
DE-8090	4/05/2026	Bendigo Bank
DE-8091	4/05/2026	Bendigo Bank
DE-8092	4/05/2026	Bendigo Bank
DE-8093	4/05/2026	Bendigo Bank
DE-8094	4/05/2026	Bendigo Bank
DE-8080	5/05/2026	Department of Transport
DE-8004	5/05/2026	Synergy
DE-8005	5/05/2026	Synergy
DE-8047	5/05/2026	QPC Group
DE-8001	5/05/2026	Water Corporation
DE-8002	5/05/2026	Water Corporation
DE-8003	5/05/2026	Synergy
DE-8081	6/05/2026	Department of Transport
DE-8010	6/05/2026	Synergy
DE-8011	6/05/2026	Synergy
DE-8012	6/05/2026	Synergy
DE-8061	6/05/2026	Telstra

Payment Category

L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor

DETAILS	AMOUNT	
ATU Service	295.00	
Shire Facilities/Locations: Plumbing Repairs	220.00	L
Various Locations: Prescribed Burns	44988.00	L
Staff PPE & Minor Asset Parts	2131.14	
Replacement Assets	3354.81	
Street Drainage Repairs	9900.00	L
Quarterly Contributions	500.00	L
Bore Flow Testing	2864.13	
Property Valuations	4950.00	
Various Vehicles: Replacement Parts	651.43	
IT Equipment	173.95	
Building Services Levy	74.25	L
Refunds	840.00	R,L
Shire Facilities/Locations: Gas	1447.23	
Australian Citizenship Ceremony	66.00	L
New Minor Asset	660.00	
Staff Training	945.00	
Refund	804.00	R
Refund	762.00	R
Capital Works Designs	7368.63	
Various Locations: Soak Well and Pit Drainage	6413.00	
Replacement Assets	435.58	
GRV Interim Valuation	152.59	
Advertising	478.50	
Catering	1500.00	L
Staff Training	5775.00	
Shire Locations: Tree Removal	4345.00	
Grave Dig	3300.00	L
Refund	804.00	R
Refund	767.00	R
Refund	45.81	R
Refund	2999.64	R
Travel Expenses	1280.24	C
	1,836,774.64	

FBT Return for Period 1 April 2024 to 31 March 2025

63313.93
63,313.93

MINUTES ORDINARY COUNCIL MEETING 16 JUNE 2026

APPENDIX 13.5.1

Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/05/2026 - 31/05/2026

TYPE	DATE PAID	NAME	DETAILS	AMOUNT
DE-8082	7/05/2026	Department of Transport	Licensing	966.05
DE-8013	7/05/2026	Synergy	Electricity Charges 870 298 050	486.29
DE-8014	7/05/2026	Synergy	Electricity Charges 187 761 900	212.09
DE-8015	7/05/2026	Synergy	Electricity Charges 328 979 240	131.74
DE-8016	7/05/2026	Synergy	Electricity Charges 107 391 000	57.41
DE-8065	7/05/2026	Precision Administration Services Pty Ltd	Payroll Deduction	36979.70
DE-8085	7/05/2026	Bendigo Bank	Bendigo Bank Fee	16.65
DE-8077	8/05/2026	Bendigo Bank	Bendigo Bank Fee	8.55
DE-8083	8/05/2026	Department of Transport	Licensing	2928.70
DE-8018	8/05/2026	Synergy	Electricity Charges 613 883 230	1962.87
DE-8020	8/05/2026	Synergy	Electricity Charges 376 853 180	820.40
DE-8019	8/05/2026	Synergy	Electricity Charges 178 235 200	198.74
DE-8017	8/05/2026	Synergy	Electricity Charges 781 501 390	137.81
DE-8084	11/05/2026	Department of Transport	Licensing	4565.35
DE-8025	11/05/2026	Synergy	Electricity Charges 285 816 500	2302.47
DE-8022	11/05/2026	Synergy	Electricity Charges 190 842 510	752.28
DE-8021	11/05/2026	Synergy	Electricity Charges 158 243 550	362.15
DE-8024	11/05/2026	Synergy	Electricity Charges 247 878 000	301.85
DE-8023	11/05/2026	Synergy	Electricity Charges 235 782 200	289.34
DE-8063	11/05/2026	Telstra	Telstra Group Plan	1525.40
DE-8062	12/05/2026	Telstra	Telstra Integrated Messaging	885.03
DE-8099	12/05/2026	Department of Transport	Licensing	2998.75
DE-8044	12/05/2026	Synergy	Electricity Charges 346 843 830	1552.84
DE-8043	12/05/2026	Synergy	Electricity Charges 905 975 750	376.53
DE-8064	12/05/2026	Telstra	Telstra Group Plan	1043.85
DE-8100	13/05/2026	Bendigo Bank	Bendigo Bank Fee	7.80
DE-8101	13/05/2026	Department of Justice	Lodgement Fee	442.50
DE-8102	13/05/2026	Department of Transport	Licensing	9595.00
DE-8045	13/05/2026	Synergy	Electricity Charges 392 383 350	1090.66
DE-8103	14/05/2026	Department of Transport	Licensing	2214.15
DE-8097	14/05/2026	Credit Card - CEO	Credit Card Purchases	1467.66
DE-8096	14/05/2026	Credit Card - CESM	Credit Card Purchases	708.38
DE-8098	14/05/2026	Credit Card - EMCCS	Credit Card Purchases	13.64
DE-8095	14/05/2026	Credit Card - EMRDS	Credit Card Purchases	1345.14
DE-8105	14/05/2026	Credit Card - Mechanic/Depot Controller	Credit Card Purchases	4548.72
DE-8104	14/05/2026	Credit Card - EMO	Credit Card Purchases	738.85
DE-8106	14/05/2026	Western Australian Treasury Corporation (WATC)	Loan Repayment	30559.91
DE-8046	15/05/2026	Synergy	Electricity Charges 936 644 360	269.94
DE-8107	15/05/2026	Bendigo Bank	Bendigo Bank Fees	0.15
DE-8108	15/05/2026	Bendigo Bank	Bendigo Bank Fees Trans Fee	67.63
DE-8109	15/05/2026	Department of Transport	Licensing	16973.35
DE-8068	18/05/2026	Business Service Brokers T/A TeleChoice	Mobile Phone Charges	207.00
DE-8110	18/05/2026	Department of Transport	Licensing	1497.85
DE-8071	19/05/2026	Synergy	Electricity Charges 285 816 880	1709.39
DE-8066	19/05/2026	Synergy	Electricity Charges 356 021 850	131.77
DE-8147	19/05/2026	Department of Transport	Licensing	4147.55
DE-8067	19/05/2026	Synergy	Electricity Charges 696 773 000	416.06
DE-8152	19/05/2026	Synergy	Electricity Charges 415 826 910	856.68
DE-8148	20/05/2026	Department of Transport	Licensing	1144.75
DE-8060	20/05/2026	Windcave Pty Ltd	Windcave Transaction Fees	1953.34
DE-8153	20/05/2026	Western Australian Treasury Corporation (WATC)	Loan Repayment	30769.06
DE-8112	21/05/2026	Precision Administration Services Pty Ltd	Payroll Deduction	35428.19
DE-8151	21/05/2026	Department of Transport	Licensing	1054.10
DE-8154	21/05/2026	Bendigo Bank	Bendigo Bank Fees	16.65
DE-8149	22/05/2026	Department of Transport	Licensing	2945.60
DE-8072	22/05/2026	Vocus Communications	Internet Service	808.50
DE-8164	22/05/2026	Bendigo Bank	Bendigo Bank Fee	11.10
DE-8168	22/05/2026	Westnet Internet Services	Internet Service	74.99
DE-8170	22/05/2026	Western Australian Treasury Corporation (WATC)	Loan Repayment	1316.71
DE-8150	25/05/2026	Department of Transport	Licensing	2368.50
DE-8069	25/05/2026	Australia Post	Postage Charges	975.00
DE-8165	25/05/2026	Bendigo Bank	Bendigo Bank Fees	1.95
DE-8167	25/05/2026	Water Corporation	Sewerage Charges 9017841552	123.36
DE-8163	26/05/2026	QPC Group	Freight	33.00
DE-8166	26/05/2026	Department of Transport	Licensing	3503.10
DE-8171	27/05/2026	Department of Transport	Licensing	8404.15
DE-8073	27/05/2026	Synergy	Electricity Charges 948 161 960	11717.41
DE-8086	31/05/2026	HP Financial Services (Australia) Pty Ltd	Lease	748.57
DE-8087	31/05/2026	LJ Hughes	Lease	688.25
DIRECT DEBIT				285,511.49
TOTAL MUNICIPAL				2,185,600.06

MINUTES ORDINARY COUNCIL MEETING 16 JUNE 2026

APPENDIX 13.5.1

Payments made under Delegated Authority 2.1 *Payment of Creditors* for the period 01/05/2026 - 31/05/2026

			Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
TYPE	DATE PAID	NAME	DETAILS	AMOUNT
CREDIT CARD BREAK-UP				
MAY	CEO	Mailchimp	Subscription	109.83
		Mailchimp	International Transaction Fee	3.29
		7Eleven Banksia Grove	Diesel	201.32
		Jot Form	Yearly Subscription	556.88
		Jot Form	International Transaction Fee	16.71
		Gingin Service Station	Diesel	224.68
		Angad Gingin	Diesel	192.24
		Dunnings Northam	Diesel	158.71
		Bendigo Bank	Bank Fees	4.00
				1,467.66
	EMRDS	Secure Parking Pty Ltd	Parking	14.14
		WALGA	Training	360.00
		ASIC	ASIC Search	10.00
		Ginga	Catering	17.00
		AHRI	Membership	470.00
		AHRI	Membership	470.00
		Bendigo Bank	Bank Fees	4.00
				1,345.14
	EMCS	Quest Accommodation	Catering for Training	9.64
		Bendigo Bank	Bank Fees	4.00
				13.64
	CESM	Emerg Solutions	Bart Subscription	680.00
		Café 6044	Catering for Training	24.38
		Bendigo Bank	Bank Fees	4.00
				708.38
	EMOA	RMS Training	Staff Training	598.85
		Seabird Tavern	Catering for Training	136.00
		Bendigo Bank	Bank Fees	4.00
				738.85
	MECHANIC	Scintex	Minor Asset Replacement Parts	410.95
		Shire of Gingin	Licence Renewal	33.30
		Obrien	Window Replacement	100.00
		Fuchs Lubricants	Various Vehicles Service Kits	3735.51
		FitMyCar	Floor Mats	264.96
		Bendigo Bank	Bank Fees	4.00
				4,548.72
	AQUATIC	Bendigo Bank	Bank Fees	4.00
				4.00
	Total			8826.39
CALTEX CARD BREAKUP				
APRIL		WEX Australia Pty Ltd	GG033: 276.91L	838.00
			GG070: 138.81L	414.64
			GG073: 328.82L	1056.13
			GG005: 279.16L	815.08
			GG02: 193.92L	588.27
			GG05: 25.66L	90.70
			GG06: 32.28L	103.26
			Surcharge	4.25
			Transaction Fees	2.50
	Total			3912.83
SHELL CARD BREAKUP			GG06: 33.18L	97.53
			Card Surcharges	5.00
	Total			102.53

14 REPORTS - REGULATORY AND DEVELOPMENT SERVICES

14.1 ROAD NAMING - LANCELIN SOUTH ESTATE STAGES 3 AND 4

File	LND/137
Applicant	VIMG WA Pty Ltd
Location	Lot 9001 Lancelin Road, Lancelin (Lancelin South)
Owner	VIMG WA Pty Ltd
Zoning	Urban Development
WAPC No	164479
Author	Riaan Stassen – Planning Officer
Reporting Officer	James Bayliss - Acting Chief Executive Officer
Refer	25 December 2025 – Item 14.3 21 April 2026 – Item 14.4
Appendices	1. Aerial Map [14.1.1 - 1 page] 2. Location Plan [14.1.2 - 1 page] 3. Applicant's Proposal [14.1.3 - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider road names for Stages 3 and 4 of the Lancelin South Estate (Lot 9001) Lancelin Road, Lancelin.

BACKGROUND

Road names are endorsed by the Minister for Lands through the Geographic Names Committee (GNC). The GNC and Landgate have the delegated authority for all official naming in Western Australia.

Subdivision approval for Stages 3 and 4 was issued by the Western Australian Planning Commission (WAPC) on 16 January 2024. Stages 1 and 2 have been completed and the developer is progressing the construction of Stages 3 and 4 and seeks road names to be applied.

Council considered a road naming request for Stages 3 and 4 at its meeting on 16 December 2025 and again on 21 April 2026 and resolved as follows:

That Council advise the applicant as follows in relation to road names for Stages 3 and 4 of the Lancelin South Estate:

1. *That the names in Table 1 are supported as they are in line with an established theme.*
2. *That the Shire of Gingin will lodge a naming application with Landgate.*

Name	Meaning
Parrot Road	<i>The most common parrot found in southwestern Australia is the Western Ground Parrot. It is classified as critically endangered and one of the most threatened birds in Australia.</i>
Sandpiper Way	<i>The Sandpiper is a small grey-brown bird also known as the Summer Snipe. It is a migratory bird, breeding in Eurasia and found in coastal wetlands in Australia.</i>
Petrel Road	<i>Seabirds that live at sea, except during the brief nesting season. They are found all over the world's oceans and characterised by long narrow wings to glide over waves.</i>
Oystercatcher Road	<i>This bird has a long, strong bill which they use to pry open clams and mussels. They are found in coastal areas and estuaries.</i>
Cormorant Road	<i>The Cormorant is a bird characterised by their dark feathers, long necks, hooked beaks, and webbed feet. They are found along coastal areas, lakes, and rivers across many continents.</i>
Roseate Road	<i>A bird that gets its colour from the food they eat and is found in wetlands, marches, and mangroves.</i>
Shearwater Way	<i>They are large seabirds with a long wingspan, dark feathers on their back, and white feathers on their belly. They migrate between the southern and northern hemispheres.</i>
Sooty Road	<i>A type of Shearwater bird with very similar characteristics.</i>
Caspian Drive	<i>The largest tern species with a distinctive red-orange bill with a black tip, white head with a black cap, and pale grey wings.</i>
Marlin Road	<i>Marlins are large, long-nosed marine fish which include several species like the blue, black, striped, and white marlins. Some marlin species, particularly the blue marlin and white marlin, are considered endangered. Marlin fish are local to Western Australia.</i>
Cockatoo Close	<i>Western Australian cockatoos, particularly the Carnaby's Black Cockatoo, are a significant part of the region's biodiversity and a Commonwealth endangered species.</i>

Table 1 – Proposed Road Names – Stages 3 and 4.

A naming application was subsequently lodged with Landgate on 30 April 2026 and the Shire was informed that four of the proposed names were unsuitable for use. See Landgate's reasons below:

- **Roseate Road** is represented as Roseate Street within the development.
- **Caspian Drive** is represented as Caspian Street within the development.

- **Parrot Road** is too similar to Parrotbush Road in Nilgen, which also has the same postcode.
- **Cockatoo Close** is represented as Cockatoo Road in Yeal Nature Reserve on the southern boundary of the Shire of Gingin.

Based on the above the applicant provided replacement names, which were all tested against the Geographic Names Register and confirmed to be available.

Table 2 below is a summary of the revisions requested.

Previous Name (unavailable)	Replacement Name	Meaning of replacement name
Roseate Road	Grebe Entrance	<i>Grebes are waterbirds associated with coastal lagoons, wetlands, and estuarine environments throughout Western Australia.</i>
Caspian Drive	Frigatebird Way	<i>Frigatebirds are oceanic seabirds occasionally observed off the northern and Western Australian coastline during warmer seasons.</i>
Parrot Road	Tern Entrance	<i>Terns are seabirds in the subfamily Sturnidae of the wider gull and Tern family Laridae, found on sandy beaches and dune systems of offshore islands or mainland shores.</i>
Cockatoo Close	Bittern Crescent	<i>Bitterns inhabit coastal marshes and wetland systems throughout Western Australia, including areas near coastal dune lakes.</i>

Table 2 – Road name replacements – Stages 3 and 4

Except for the four names in Table 2 above, the remaining names as approved by Council on 21 April 2026 have been accepted by Landgate.

An Aerial Map and Location Plan are provided (see appendices).

The applicant's proposal is provided (see appendices).

COMMENT

In Western Australia the practice of officially naming features, localities and roads is covered under Sections 26 and 26A of the *Land Administration Act 1997*. The legislation is supported by policies and processes which provide guidance on the naming of roads. In this instance Policies and Standards for Geographical Naming in Western Australia applies, which outlines how the GNC approves names and what principles guide the Committee's decisions.

The above-mentioned policy is rather extensive; however, suitable names are generally those that are not duplicated, discriminatory or contentious, and that relate to a theme relevant to the local area.

The newly proposed road names represent a mix of native and other bird species generally found in the region subject to migratory patterns and can therefore be regarded as a continuance of the approved Stage 2 theme. The proposed names can be regarded as being in line with the requirements of Policies and Standards for Geographical Naming in Western Australia.

STATUTORY/LOCAL LAW IMPLICATIONS

Land Administration Act 1997

Part 2 – General Administration

Division 3 – General

S.26 – Land districts and townsites, constitution etc.

S.26a – Names of roads and areas in new subdivision.

POLICY IMPLICATIONS

Landgate - Policies and Standards for Geographical Naming in Western Australia.

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning and Land Use - Plan the use of the land to meet future requirements, incorporating economic development objectives and community amenity.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka

SECONDED: Councillor Kestel

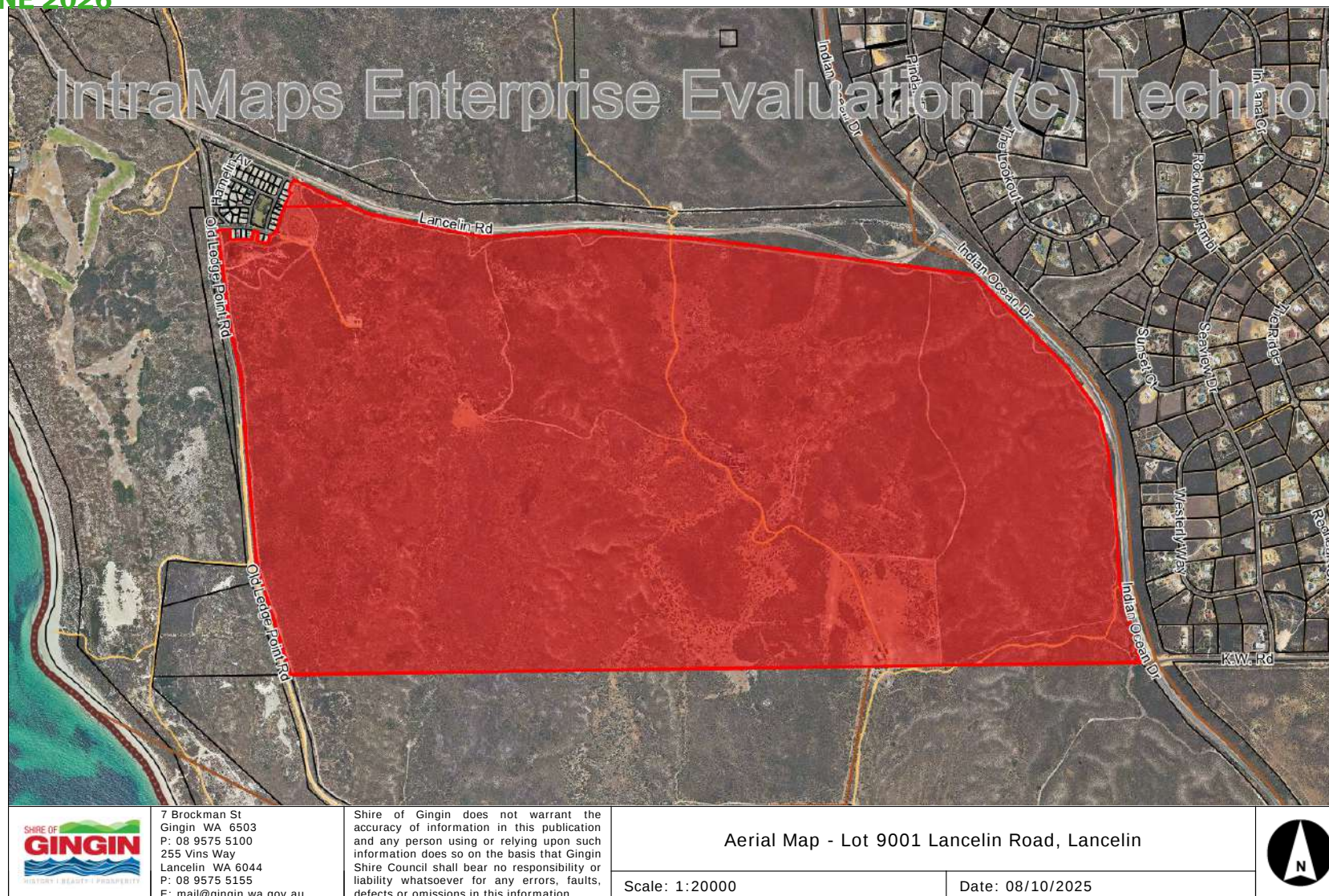
That Council advises the applicant as follows in relation to road names for Stages 3 and 4 of the Lancelin South Estate:

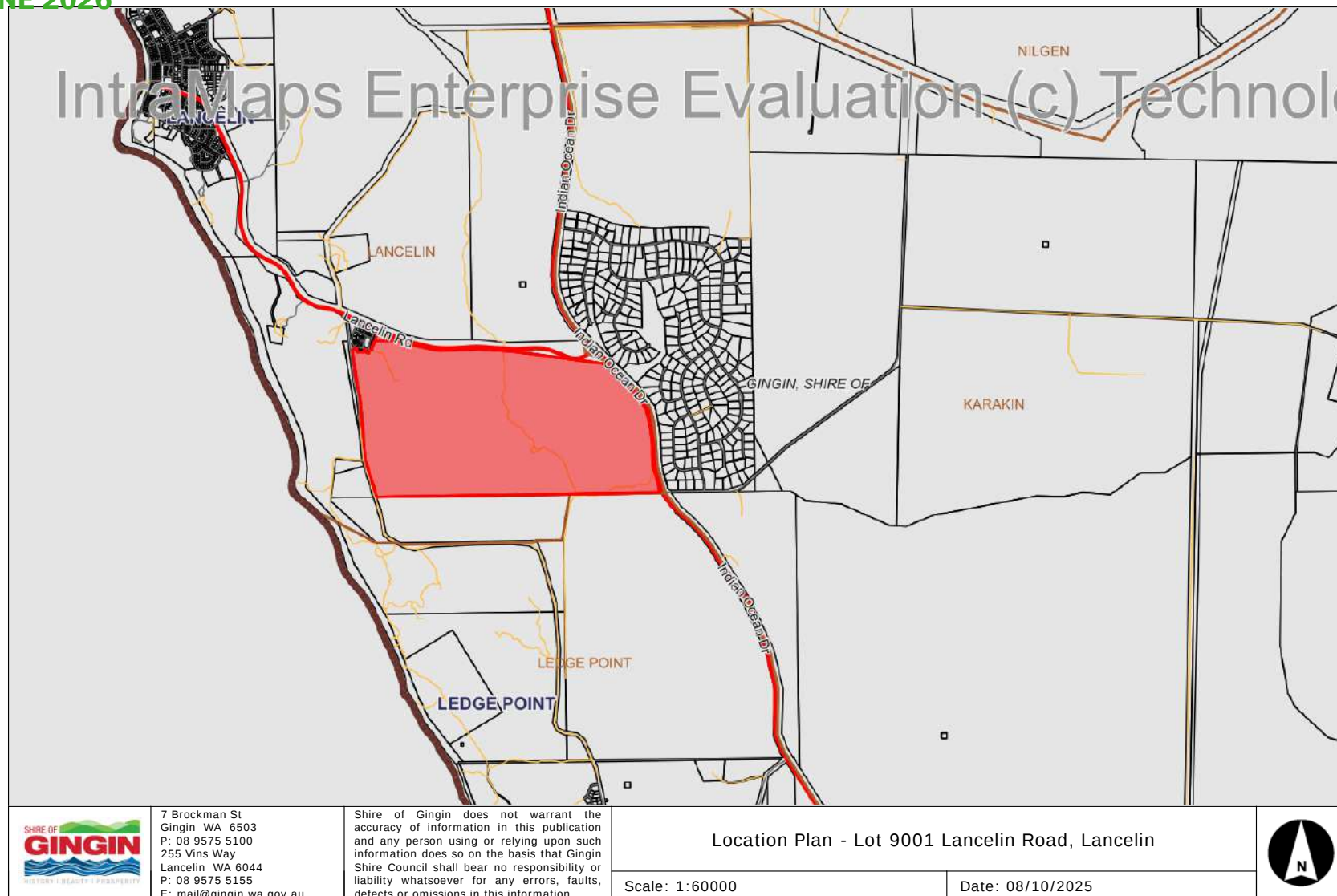
1. That the names in Table 2 are supported as they are in line with an established theme; and
2. That the Shire of Gingin will lodge a revised naming application with Landgate.

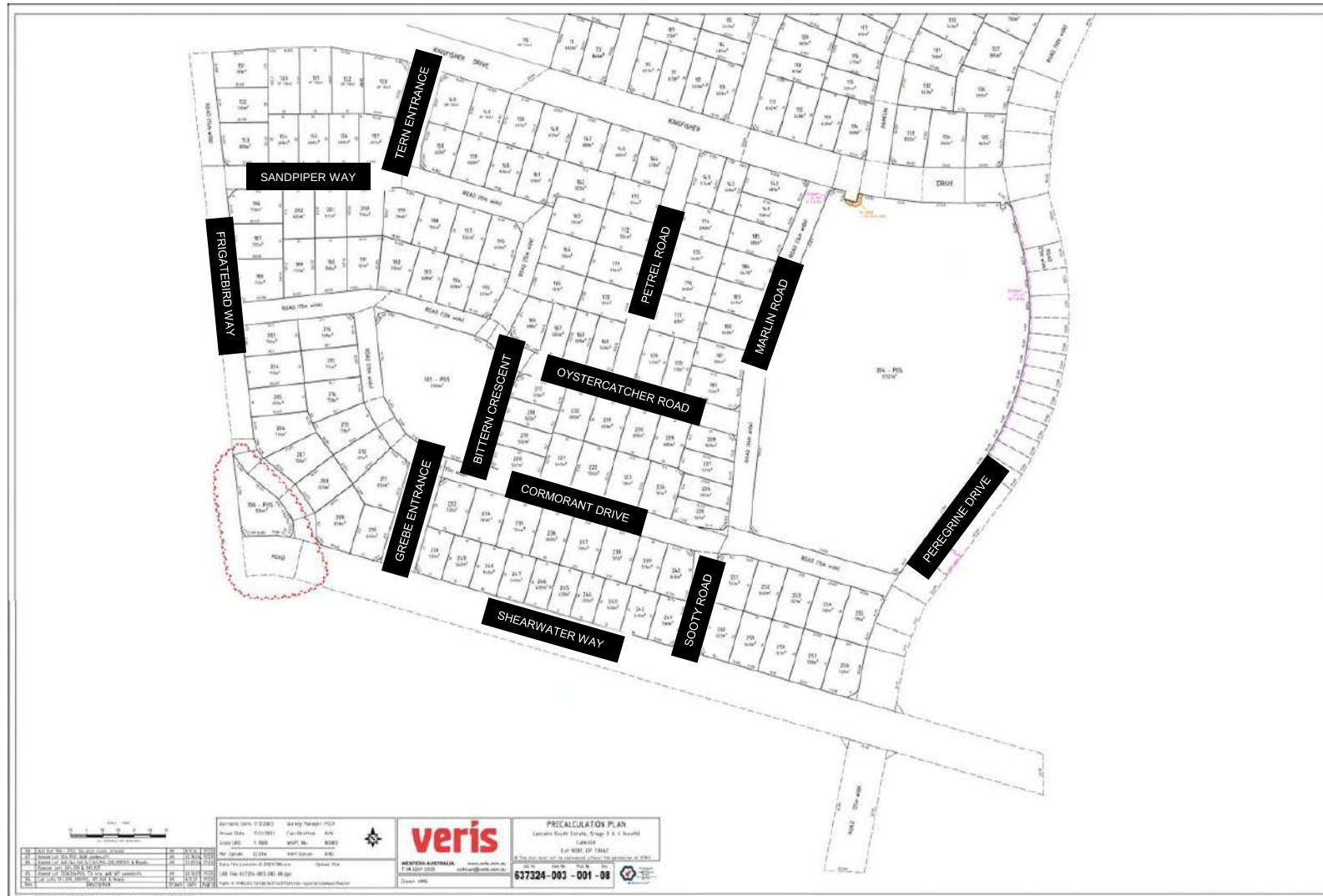
**CARRIED UNANIMOUSLY
8 / 0**

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*







15 REPORTS - OPERATIONS AND ASSETS

15.1 RAV VEHICLES - HONEYCOMB ROAD AND COCKRAM ROAD ROUNDABOUT

This matter was brought forward for discussion as the first item of business (see pg. 20).

Cr Hyne left the meeting at 4:44 pm.

File	RDS/10
Author	Becky Dorloff – EA to Executive Manager Operations and Assets
Reporting Officer	Ruth March - Executive Manager Operations and Assets
Refer	Nil
Appendices	1. Honeycomb Rd- Cockram Rd Roundabout Swept Paths Results [15.1.1 - 1 page] 2. Honeycomb Rd- Cockram Rd Roundabout Concept [15.1.2 - 1 page]

DISCLOSURES OF INTEREST

Councillor Hyne disclosed a proximity interest in relation to Item 15.1 as he owns a property that has frontage to Cockram Road between Honeycomb Road and the Gingin Meatworks.

James Bayliss (CEO) disclosed an impartiality interest in relation to Item 15.1 as he is a director of a cattle grazing enterprise. The proponent processes cattle through their Meatworks. Our company does not process meat through the Meatworks.

PURPOSE

To consider an application for the use of Restricted Access Vehicle (RAV) network 7 access to the Gingin Meatworks via Honeycomb Road and Cockram Road, including associated upgrades to the Honeycomb Road/Cockram Road intersection.

BACKGROUND

PTG Consulting and Altus Planning have been engaged by the Borrello Group, located at Lots 195, 323 and 348 (No. 195) Cockram Road, Gingin, to provide traffic engineering advice in relation to Restricted Access Vehicle (RAV) access to the site.

On 18 May 2025 the Shire received a request from the Borrello Group to amend the RAV network in the vicinity of the Gingin Meatworks (the site) as follows:

- Honeycomb Road, from Brand Highway to Cockram Road (SLK 0.0-2.11) – existing Tandem 4, proposed Tandem 7;

- Cockram Road, from Honeycomb Road to the site (SLK 3.29-5.39) – existing not on RAV network, proposed Tandem 7;
- The RAV 10 (AAB quad) combination could be broken down into 2 smaller combinations:
 - ‘A-Double towing a dolly’ (35.6m RAV 5); and
 - B-double (approx. 22-24m RAV 2).
- The RAV 5 would be able to travel via Great Northern Highway to Muchea, then along Brand Highway, Honeycomb Road and Cockram Road to the site; and
- The RAV 2 would be able to travel via Great Northern Highway, Bindoon-Moorra Road, Mooliabeenee Road and Cockram Road to the site.

The proposal seeks to modify the existing RAV network in the vicinity of the Gingin Meatworks to improve freight efficiency associated with livestock transport and reduce the overall number of heavy vehicle movements on the local road network.

Currently, livestock deliveries to the site are undertaken approximately four to five times per week from northern regions of Western Australia via Great Northern Highway or Northwest Coastal Highway/Brand Highway, depending on trip origin and applicable RAV permits. North of Wubin and Ogilvie, livestock can be transported using up to 53.5 metre quad road trains, however south of these locations vehicle access is limited to a maximum length of 36.5 metres.

At present, access to the Gingin Meatworks site is restricted to RAV 3 vehicles, with a maximum vehicle length of 27.5 metres. As a result, quad road train combinations travelling from northern regions are required to be broken down at Wubin into three separate vehicle combinations for transport to the site, resulting in additional heavy vehicle movements and travel distances.

Council Policy 7.6 - Road Transport Heavy Haulage allows Pocket Road Trains (RAV 3 and 4) to access bona fide primary producers with CEO approval. However, an abattoir is classified as secondary production (food processing) and does not fall under this definition.

It is a requirement of RAV operators that, first and foremost, approval must be gained from the local government before applying to Main Roads WA Heavy Vehicle Services (HVS) for a permit if the road/s are not already on the approved RAV Network lists and are without conditions.

Due to these current restrictions all RAV applications outside these areas and over these RAV Network types must be presented to Council for consideration. As this application is to use RAV Network 7, both roads will need to be considered by Council for approval prior to HVS undertaking an assessment of the roads in question.

Additionally, as the roads in question are not currently approved for RAV Network 7 and do not meet the criteria for CEO approval, the application must be presented to Council before submission to Main Roads WA for assessment.

At present, the only approved RAV Network 5 (or above) route in the Shire is Wannamal Road West (with speed and documentation conditions) which is a RAV 5.

The current application is for RAV Network 7 and would facilitate a reduction in the number of loaded truck movements between Wubin and the site from 10-15 per week to 6-10 per week.

COMMENT

The proposed route via Honeycomb Road is fully sealed.

Design Constraints Identified:

1. **Cockram Road Roundabout:** Designed as a through route only for RAV 4 vehicles (27.5m max). RAV 5 and over (up to 36.5m) likely cannot navigate without encroaching on kerbing, increasing maintenance risk.

PTG Consulting has prepared concept plans for upgrade works at the Honeycomb Road/Cockram Road intersection to accommodate low-speed RAV turning movements associated with the proposed access arrangements.

The concept plans were provided to HVS, which advised there were no concerns from a route assessment perspective subject to completion of the required works and formal approval processes.

While geometric constraints and safety concerns exist, particularly around intersections and sight distance, other road infrastructure (widths, drainage, clearances) is adequate.

At a regional level, RAV 4 has generally been accepted as the minimum design standard to ensure interconnectivity. Individual Shires may approve higher networks case-by-case.

Approval of this application may set a precedent for similar requests. Any new applications for RAV Network 5 or above would require HVS approval.

The applicant has advised that HVS will not formally assess or endorse the proposed RAV 7 route until the required intersection upgrades are completed. Borrello Group has indicated a willingness to undertake the required works at its own cost, subject to Shire support for the proposed RAV access application.

It is also noted that the applicant has advised that RAV access south of the site on Cockram Road could be removed should the proposal proceed, limiting through access by larger vehicles.

Any amendments to the RAV network and associated roadworks would remain subject to detailed design, Shire approval processes, and formal assessment and approval by HVS.

Notwithstanding the potential operational benefits identified by the applicant, concerns remain regarding the suitability of the route for larger RAV vehicles due to the urban nature of the area, existing traffic movements, and the use of the route as a school bus corridor.

Officer Position:

While operationally the application has merit, the current road geometry (particularly at the roundabout) does not support RAV Network 5 (or above) access without increased risk.

If Council is inclined to approve the application, the following conditions are recommended:

1. No operations during school bus hours (operators to confirm timetables with schools);
2. Written approval must be carried and produced on demand;
3. Approval may be suspended if the road is deemed unsafe or deteriorates. Suspension notices to be issued via Main Roads WA Heavy Vehicle Services; and
4. Non-compliance may result in permit revocation across all local government authorities, with no reinstatement unless compliance is assured.

A trial approval may be considered until 30 June 2027 with performance reviewed prior to that date. The Shire can request HVS to revoke approval early if warranted.

RISK IMPLICATIONS

The proposed approval for RAV Network 7 combinations on Honeycomb Road and Cockram Road presents several risks that need to be carefully considered:

- 1. Increased Road Damage and Maintenance Costs**
The roads in question, although currently sealed and in good condition, were not originally designed for regular use by RAV Network 5 or above vehicles (up to 36.5 metres in length and 84 tonnes in weight). The increased axle loadings and turning movements associated with these vehicles - especially at roundabouts - are likely to result in accelerated pavement degradation, edge wear, shoulder erosion and damage to kerbing and signage. This would lead to more frequent maintenance requirements and increased long-term asset management costs for the Shire.
- 2. Setting a Precedent for Future Applications**
If Council approves this application, it may encourage other transport operators or businesses to seek similar RAV Network 5 (or above) approvals within the Shire.

This could lead to a proliferation of heavy vehicle movements on roads that are not built or maintained for such use, placing further strain on infrastructure and increasing the administrative burden of assessing and monitoring compliance with permit conditions.

3. Safety Concerns –Design Constraints

Cockram Road roundabout has not been designed to accommodate RAV Network 5 (or above) vehicles. These geometric constraints increase the likelihood of lane departures, near-misses and vehicle conflicts, especially during peak or mixed-use traffic periods.

4. School Bus Route Conflicts

RAV movements during school bus operation hours introduce a high risk to the safety of school children. Stopping and turning school buses on narrow rural roads combined with large RAV vehicles manoeuvring at the same time could lead to dangerous interactions and increased potential for accidents.

5. Community Opposition and Reputational Impact

Approval of RAV Network 5 (or above) vehicles could lead to local opposition, complaints and reputational damage to the Shire if residents feel that safety, amenity or road quality has been compromised. This may also affect community confidence in Council's commitment to road safety and infrastructure protection. Additional consideration is required in relation to road safety due to the route operating within an urban area and along a school bus route.

6. Non-Compliance and Enforcement Challenges

Once a RAV route is approved, ensuring operators comply with route limitations, speed restrictions and permit conditions can be challenging. Without sufficient enforcement resources, there is a risk that vehicles may operate outside approved hours, exceed speed limits or use roads for through-routing rather than local delivery. This increases the likelihood of unsafe or unauthorised usage, potentially exposing the Shire to liability in the event of an incident.

7. Legal and Financial Liability

In the event of an accident involving a RAV Network 5 (or above) vehicle, especially if linked to road geometry, poor sightlines or infrastructure failure, there is potential for legal claims against the Shire. This includes potential liability for damages, injuries or fatalities if it is determined that approval was granted without appropriate consideration of safety standards or engineering constraints.

STATUTORY/LOCAL LAW IMPLICATIONS

Any proposed amendments to the RAV network remain subject to formal assessment and approval by Main Roads Western Australia Heavy Vehicle Services in consultation with the Shire of Gingin.

The proposed intersection upgrade works would also require approval from the Shire prior to construction and would need to comply with relevant legislation, engineering standards and approval processes relating to road infrastructure works. No specific local law implications have been identified at this stage.

POLICY IMPLICATIONS

This application has been assessed taking into consideration Council's Policy 7.6 - Road Transport Heavy Haulage.

BUDGET IMPLICATIONS

The Borrello Group has indicated that all costs associated with the design, construction and upgrade works required at the Honeycomb Road/Cockram Road intersection to facilitate the proposed RAV 7 access will be funded by the applicant.

At this stage, there are no direct capital budget implications identified for the Shire of Gingin. However, any future maintenance implications associated with the upgraded infrastructure may require further consideration.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	4.1 Management of Assets - Maintain civic buildings, public places, plant, roads, cycleways, and pathways based on asset management plans and identified priorities.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Balcombe

SECONDED: Councillor Peczka

Cr Kestel foreshadowed his intention to move an Alternative Motion in the event that the motion under debate is lost.

That Council:

1. Not support the proposed amendments to the Restricted Access Vehicle (RAV) network to permit RAV 7 access along Honeycomb Road from Brand Highway to Cockram Road and along Cockram Road from Honeycomb Road to the Gingin Meatworks site; and
2. Not support the proposed upgrade works to the Honeycomb Road/Cockram Road intersection;

**LOST
1 / 6**

FOR: *Councillor Weeks*

AGAINST: *Councillor Balcombe, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Wilkie and Councillor Woods*

ALTERNATIVE MOTION

MOVED: Councillor Kestel **SECONDED:** Councillor Wilkie

1. That Council support the upgrades to the roundabout between Honeycomb Road and Cockram road subject to the following:
 - a. Prior to the commencement of works, the applicant shall enter into a Deed of Agreement for the upgrade of the roundabout between Honeycomb Road and Cockram road. The applicant shall be responsible for all costs associated with the preparation of the deed (including all drafts). The landowner shall be responsible for all costs related to the roundabout upgrades and any associated works.
 - b. Prior to the commencement of Restricted Access Vehicle (RAV) network 7 using the roundabout, the works specified in the Deed of Agreement shall be undertaken at the expense of the landowner to the satisfaction of the Shire of Gingin.
 - c. Restricted Access Vehicles (RAV) are prohibited from accessing the site until such time as the landowner/operator demonstrates to the Shire of Gingin that relevant permits have been obtained from Main Roads Western Australia in relation to use of Cockram Road .
2. That Council advise Main Roads Western Australia (MRWA) that it supports a temporary Restricted Access Vehicle (RAV) network permit for RAV 7 access along Honeycomb Road to the Gingin Meatworks site subject to the following conditions:
 - a. Approval is granted for a period of 24 months and expires 16 June 2028.
 - b. Restricted Access Vehicles (RAV) are prohibited from accessing the site until such time as upgrade works to the roundabout between Honeycomb Road and Cockram road have been approved and completed by the local government.
 - c. RAV vehicles are restricted to 70km/hr.

- d. The operator is to notify the local government via email of their planned transport tasks, including estimated tonnage and loaded vehicle movement on an annual basis.
- e. Operation is not permitted while school buses are operating on the road. Operators must contract the relevant schools and obtain school bus timetables.
- f. The operator is to undertake a 12 month audit that consist of a condition survey of Honeycomb Road, Cockram Road and the intersecting roundabout, including undertaking a road safety report and completion of any maintenance as a result of damage caused by RAV vehicles.

Advice Notes:

Note 1: The Shire is likely to request HVS remove the RAV access on Cockram Road between SLK 3.30 (Gingin Meatworks) and SLK 0.46 (Creighton Road) as a condition for adding Cockram Road between SLK 3.30 and Honeycomb Road to the RAV 7 network.

Reason for Alternative

To allow the applicant to carry out their transport of livestock to the Abattoirs with RAV 7 configuration as this is the most economical way to do it.

It also means less traffic movements on Cockram Road which is a safer option.

It is a better animal welfare outcome as loads of livestock are not left at a roadside truck bay in hot weather whilst the trailers are disconnected waiting for the prime mover to return.

The Shire will also have an improved roundabout at no cost to the ratepayers.

AMENDMENT MOTION

MOVED: Councillor Wilkie

SECONDED: Councillor Stewart

That Council amend the motion in Part 2f. by adding the words ", at the operator's expense."

CARRIED UNANIMOUSLY

7 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: Nil

Reason for amendment

Self-explanatory.

The Coordinator Governance left the meeting at 5:05 pm and returned at 5:07 pm.

The amendment was incorporated into the substantive motion, which was then put.

COUNCIL RESOLUTION

MOVED: Councillor Kestel

SECONDED: Councillor Wilkie

1. That Council support the upgrades to the roundabout between Honeycomb Road and Cockram road subject to the following:
 - a. Prior to the commencement of works, the applicant shall enter into a Deed of Agreement for the upgrade of the roundabout between Honeycomb Road and Cockram road. The applicant shall be responsible for all costs associated with the preparation of the deed (including all drafts). The landowner shall be responsible for all costs related to the roundabout upgrades and any associated works.
 - b. Prior to the commencement of Restricted Access Vehicle (RAV) network 7 using the roundabout, the works specified in the Deed of Agreement shall be undertaken at the expense of the landowner to the satisfaction of the Shire of Gingin.
 - c. Restricted Access Vehicles (RAV) are prohibited from accessing the site until such time as the landowner/operator demonstrates to the Shire of Gingin that relevant permits have been obtained from Main Roads Western Australia in relation to use of Cockram Road .
2. That Council advise Main Roads Western Australia (MRWA) that it supports a temporary Restricted Access Vehicle (RAV) network permit for RAV 7 access along Honeycomb Road to the Gingin Meatworks site subject to the following conditions:
 - a. Approval is granted for a period of 24 months and expires 16 June 2028.
 - b. Restricted Access Vehicles (RAV) are prohibited from accessing the site until such time as upgrade works to the roundabout between Honeycomb Road and Cockram road have been approved and completed by the local government.
 - c. RAV vehicles are restricted to 70km/hr.

- d. The operator is to notify the local government via email of their planned transport tasks, including estimated tonnage and loaded vehicle movement on an annual basis.
- e. Operation is not permitted while school buses are operating on the road. Operators must contract the relevant schools and obtain school bus timetables.
- f. The operator is to undertake a 12 month audit that consist of a condition survey of Honeycomb Road, Cockram Road and the intersecting roundabout, including undertaking a road safety report and completion of any maintenance as a result of damage caused by RAV vehicles, at the operators expense.

Advice Notes:

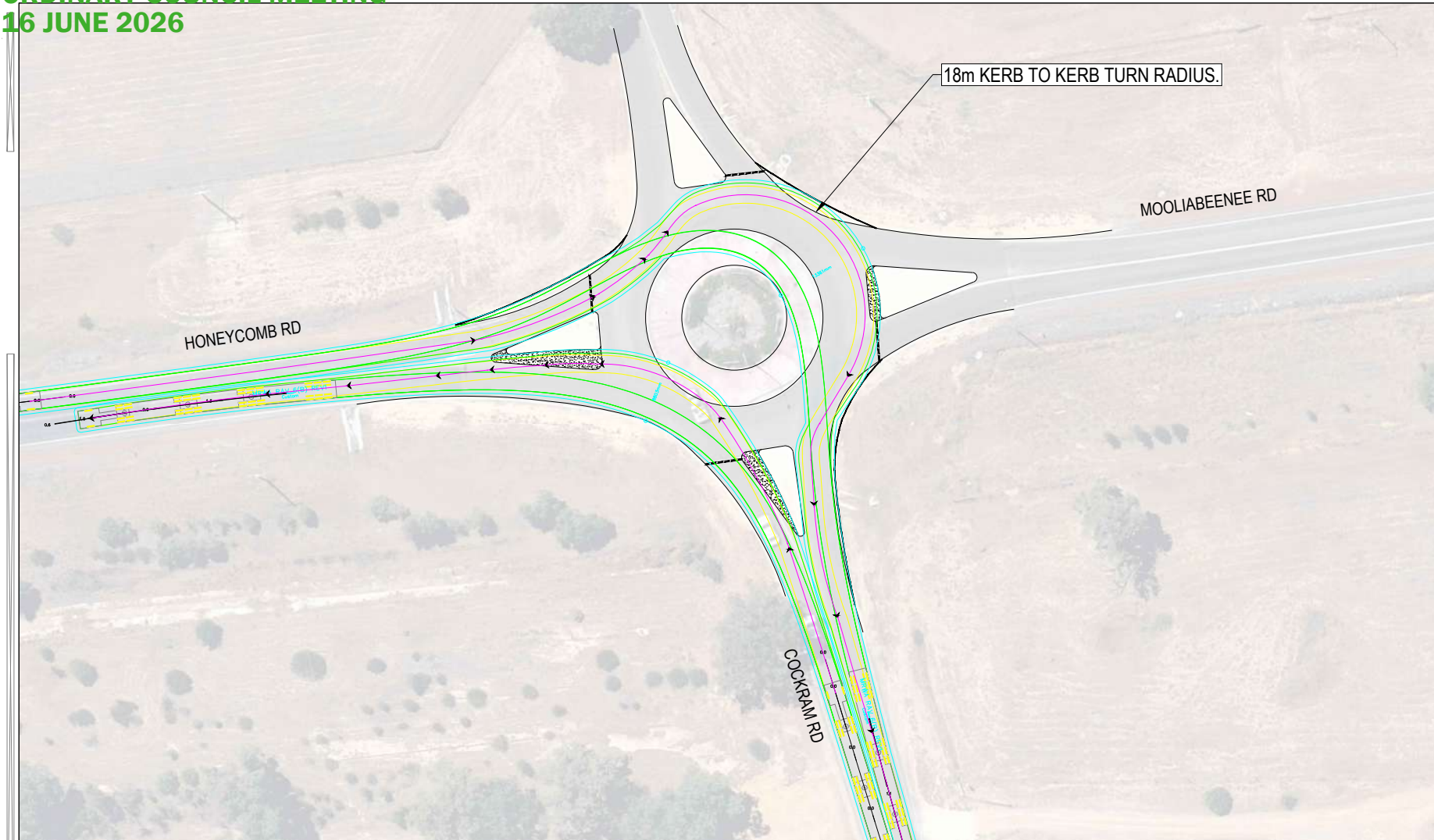
Note 1: The Shire is likely to request HVS remove the RAV access on Cockram Road between SLK 3.30 (Gingin Meatworks) and SLK 0.46 (Creighton Road) as a condition for adding Cockram Road between SLK 3.30 and Honeycomb Road to the RAV 7 network.

CARRIED UNANIMOUSLY
7 / 0

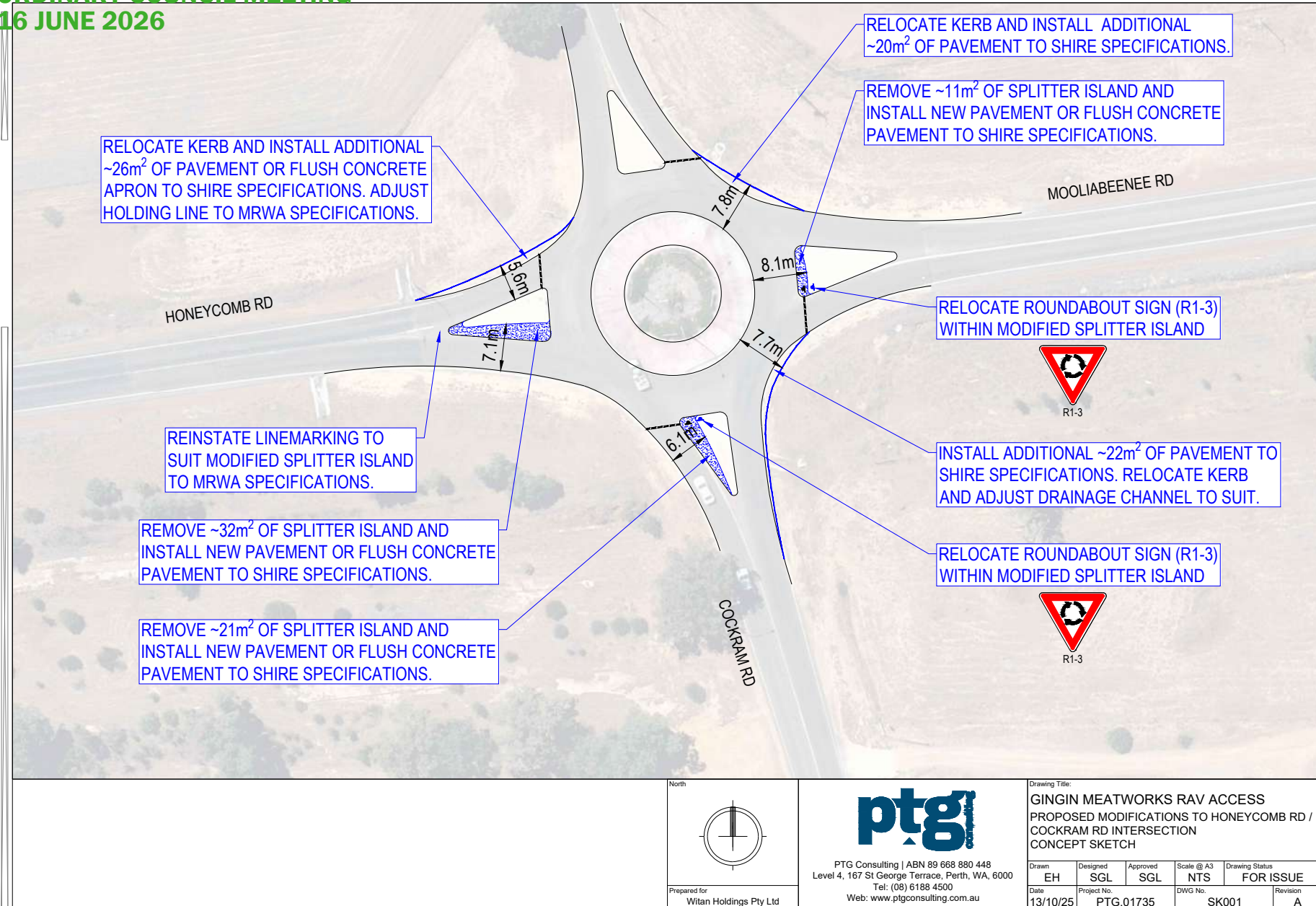
FOR: *Councillor Balcombe, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

Cr Hyne returned to the meeting at 5:06 pm. The Presiding Member advised Councillor Hyne of Council's decision.



LEGEND		North  Prepared for Witan Holdings Pty Ltd	 PTG Consulting ABN 89 668 880 448 Level 4, 167 St George Terrace, Perth, WA, 6000 Tel: (08) 6188 4500 Web: www.ptgconsulting.com.au	Drawing Title: GINGIN MEATWORKS RAV ACCESS PROPOSED MODIFICATIONS TO HONEYCOMB RD / COCKRAM RD INTERSECTION RAV 7 SWEEP PATHS				
Vehicle Centreline				Drawn EH	Designed SGL	Approved SGL	Scale @ A3 NTS	Drawing Status FOR ISSUE
Vehicle Body				Date 13/10/25	Project No. PTG.01735	DWG No. SK002	Revision A	
Vehicle Wheels								
Vehicle Clearance (500 mm)								



15.2 CLARIFICATION ON WASTE FACILITY SUPERVISION SERVICES

File	WST/5
Author	Becky Dorloff - EA to Executive Manager Operations and Assets
Reporting Officer	Ruth March - Executive Manager Operations and Assets
Refer	OCM 16 December 2025 – item 19.4 - OCM 21 April 2026 – item 19.2
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To seek clarification with respect to inconsistencies in the December 2025 and April 2026 resolutions of Council regarding Waste Services – Landfill and Gatehouse Services.

BACKGROUND

The Shire of Gingin (Shire) sought tenders via an open Request for Tender (RFT) process for the provision of various waste services under RFT01/2025.

The RFT was structured into separable portions in line with many contemporary tenders and to better manage risks that face the waste market. Separable Portions were:

- Part A – Waste Collection Services;
- Part B – Recyclables Processing Services;
- Part C – Landfill Operations Services;
- Part D – Facilities Supervision Services; and
- Part E – Bulk Haulage Services.

The RFT was advertised on 19 July 2025. An Information Session was conducted on 31 July 2025. The original Closing Date was 2 pm on 25 August 2025. The closing date was extended, with the RFT closing at 3 pm on 12 September 2025.

The Shire engaged UTL Utilities Pty Ltd to prepare and assist with the preparation of tender documents and the procurement process.

Tenders received

Tenders received are summarised in the table below.

Separable Portion	Tenders Received
SPA – Waste Collection	Avon Waste
SPB – Recyclables Processing	Avon Waste
SPC – Landfill Operations	Nil
SPD – Facilities Supervision	Nil
SPE – Bulk Haulage	Avon Waste

Tenders were awarded at the Ordinary Council Meeting (OCM) on 18 November 2025 for the following Separable Portions:

- SPA – Waste Collection Services;
- SPB – Recyclables Processing Services; and
- SPE – Bulk Haulage Services.

No tenders were received for SPC - Landfill Operations Services and SPD – Facilities Supervision Services.

At the 16 December 2025 OCM the following was resolved.

That Council:

1. *Note that Landfill Operations Services are currently being delivered in-house.*
2. *Endorses an increase of one FTE in the Operations and Assets Division to enable landfill operations to continue to be undertaken in-house without adversely affecting the divisions level of service.*
3. *Amends the 2025/26 budget in accordance with the following table:*

Account	Project	Description	Current Budget	Revised Budget	Surplus /Deficit
2100117		SAN - General Tip Maintenance	789,408	619,408	(170,000)
4120330	PNEW	Purchase of used loader	0	35,000	35,000
4120330	PNEW	Purchase of used loader	0	35,000	35,000
4120330	PNEW	Purchase of used track loader	0	100,000	100,000
4100765		COM AMEN - Infrastructure Landfills (Capital)	500,000	590,000	90,000
5100181		Transfer from Tip Rationalisation Reserve	(598,390)	(688,390)	(90,000)

<i>Account</i>	<i>Project</i>	<i>Description</i>	<i>Current Budget</i>	<i>Revised Budget</i>	<i>Surplus /Deficit</i>
			691,018.00	691,018	0

At the 21 April 2026 OCM the following was resolved:

That Council:

1. *Not accept the tender submitted by Beemarra Group Pty Ltd; and*
2. *Agree to conduct a new request for tender process for:*
 - a. *Provision of supervision services for the Gingin, Seabird and Lancelin waste facilities; and*
 - b. *Landfill operations,*

with 2a and 2b to be separable portions.

This item seeks to update Council on progress to date and clarify the inconsistencies between the two resolutions of Council.

COMMENT

Following Council's resolution of 16 December 2025, the Shire recruited an additional employee to undertake landfill operations and commenced planning for the acquisition of plant and supporting infrastructure required to facilitate ongoing in-house service delivery.

The April 2026 resolution directing a new tender process for both landfill operations and waste facility supervision services introduces uncertainty regarding Council's preferred long-term service delivery model. Specifically, the December 2025 resolution supported an in-house landfill operations model, whereas the April 2026 resolution appears to contemplate the outsourcing of those same services through a competitive procurement process.

As a result, there is currently ambiguity regarding:

- Whether Council intends landfill operations to continue as an in-house service or be outsourced through a future procurement process;
- Whether the approved plant and infrastructure acquisitions remain necessary if landfill operations are subsequently contracted out;

- The appropriateness of proceeding with capital expenditure for loaders and storage infrastructure prior to confirmation of Council's preferred service delivery model; and
- The extent of consultant engagement required to undertake a further procurement process.

In the interim, landfill operations continue to be delivered in-house and waste facility supervision services continue to be provided under the existing arrangements to ensure continuity of service across the Shire's waste facilities.

Accordingly, this report seeks Council's direction regarding the preferred service delivery model and the associated budget implications.

RISK IMPLICATIONS

Failure to clarify Council's intended service delivery model may result in:

- Unnecessary expenditure on plant and infrastructure that may not be required under a contracted service model;
- Delays in procurement activities;
- Increased operational uncertainty for staff and contractors; and
- Potential inefficiencies in the delivery of waste management services.

Conversely, delaying procurement and capital expenditure until Council's intent is clarified reduces the risk of committing funds to assets or services that may not align with Council's preferred operational approach.

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Council previously allocated funding for the acquisition of plant and supporting infrastructure to facilitate in-house landfill operations.

A further procurement process is estimated to require consultant support at an approximate cost of \$40,000.

Should Council determine that landfill operations are to remain in-house, expenditure associated with a further tender process may not be required. Alternatively, should Council support outsourcing the service, consideration should be given to deferring or carrying forward the approved capital expenditure for plant and infrastructure until the procurement process is complete.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.5 Sustainable Waste Solutions - Facilitate and plan for the responsible and sustainable disposal of waste.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel

SECONDED: Councillor Woods

That Council:

1. Notes that the Operations and Assets Division has employed an FTE to undertake Landfill Services;
2. Agrees to defer the procurement of second-hand loaders and associated storage sheds for Landfill Services at all three Waste Facilities;
3. Agrees that funds for second-hand loaders and associated storage sheds will be carried forward to the 2026/27 budget;
4. Agrees to the inclusion of consultancy cost of \$40,000 in the 2026/27 budget in order to re-tender the works; and
5. Agrees to the current service provider continuing to operate Gatehouse Services whilst works are tendered.

**CARRIED UNANIMOUSLY
8 / 0**

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

16 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

17 COUNCILLORS' OFFICIAL REPORTS

17.1 Cr Hyne

Attended the volunteer's evening, which the Presiding Member has already spoken on, which was a great night, well organised and well attended.

17.2 Cr Peczka

Attended the Emergency Services Celebration at the Moore River Brewing Co. which was well attended, and I endorse the comments by the Presiding Member and Councillor Hyne.

On the 10 June I attended the Lower Coastal Neighbourhood Watch meeting in Neergabby. A small but well-represented crowd there, and the next theme of the next meeting is going to be more around Neighbourhood Watch in terms of what you can do to protect your property and some tips and hints of promotional brochures and encouraging security cameras at locked gates and just take care and responsibility for your own property when you're away. I will manage that, so that's going to be a good one at the next Lower Coastal Neighbourhood Watch meeting.

17.2 Cr Stewart

This morning I participated in a meeting for the Wheatbelt Development Commission strategic plan. We had our meeting regarding our appointments at the National General Assembly. I will be attending the ALGA National General Assembly on behalf of the Avon Midland Country Zone. We have meetings arranged with the Minister for Housing, Melissa Price (Member for Durack) and Senator Whitten (One Nation). The road funding and major projects regional development group, Shadow Assistant Minister Jamie Chaffey, Senator Chisholm. We have quite a few meetings over there on behalf of the Zone and the shires within the Zone. I am looking forward to providing a report back to Council on our progress over there.

18 NEW BUSINESS OF AN URGENT NATURE

Nil

19 MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Woods

SECONDED: Councillor Peczka

That Council move into a Confidential Session to discuss Items 19.1 and 19.2.

CARRIED UNANIMOUSLY

8 / 0

FOR: Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks

AGAINST: Nil

In accordance with reg. 14CA(5) of the Local Government (Administration) Regulations (1996), Cr Weeks declared that he was able to maintain confidentiality while the meeting was closed to the public.

Cr Wilkie left the meeting at 7:24 pm.

The Executive Manager Operations and Assets left the meeting at 7:24 pm and did not return.

19.1 ALLEGED BREACH 26/8 - CODE OF CONDUCT FOR COUNCIL MEMBERS, COMMITTEE MEMBERS AND CANDIDATES

File	GOV/6-13
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil

Reasons for Confidentiality

This report is confidential in accordance with:

- *Local Government Act 1995 s.5.23(2)(c); and*
- *Local Government (Administration) Regulations 1996 r. 4A(b)*

as it relates to a complaint that alleges a behavioural breach under the local government's adopted code of conduct (as defined in section 8A.2(1)) and any information relating to the complaint.

DISCLOSURES OF INTEREST

Councillor Balcombe disclosed an impartiality interest in relation to Item 19.1 as the Item is about a conversation with herself.

Councillor Stewart disclosed an impartiality interest in relation to Item 19.1 as he associates with the complainant outside of official council business.

Councillor Wilkie disclosed an impartiality interest in relation to Item 19.1 as he is the respondent.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel

SECONDED: Councillor Peczka

That Council resolve that:

1. The alleged breach by the Respondent in respect of clause 9(a) of the Shire's Code of Conduct did not occur;
2. The alleged breach by the Respondent in respect of clause 9(d) of the Shire's Code of Conduct did not occur;
3. The alleged breach by the Respondent in respect of clause 9(e) of the Shire's Code of Conduct did not occur; and
4. The alleged breach by the Respondent in respect of clause 10(a) of the Shire's Code of Conduct did not occur.

**CARRIED UNANIMOUSLY
7 / 0**

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

The CEO left the meeting at 7:27 pm.

Cr Wilkie returned to the meeting at 7:32 pm. The Presiding Member advised Councillor Wilkie of Council's decision.

19.2 APPOINTMENT OF TEMPORARY CEO

File	PER/8-61
Reporting Officer	Cr Linda Balcombe - President
Refer	Nil

Reasons for Confidentiality

This report is confidential in accordance with s.5.23(2)(b) as it is a matter relating to the recruitment or employment of the CEO.

DISCLOSURES OF INTEREST

James Bayliss (CEO) disclosed a financial interest in relation to Item 19.2 as the item relates to the role of temporary CEO which he is currently fulfilling.

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

MOTION/OFFICER RECOMMENDATION

Cr Stewart foreshadowed his intention to move an Alternative Motion in the event that the motion under debate is lost.

MOVED: Councillor Kestel SECONDED: Councillor Hyne

That Council:

1. Appoint Mr James Bayliss as temporary CEO for all of the period of time until a substantive CEO has been recruited and commences their employment with the Shire of Gingin or until 24 February 2027, whichever occurs first; and
2. Agree that Mr Bayliss will be remunerated at 100% of the cash component of the previous CEO's Total Reward Package plus a clothing allowance as specified in the confidential report.

PROCEDURAL MOTION

MOVED: Councillor Stewart SECONDED: Nil

That consideration of the matter be deferred to the Ordinary Council Meeting on 21 July 2026 to extend the engagement outside the WALGA pool.

LOST
3 / 5

FOR: *Councillor Stewart, Councillor Wilkie and Councillor Weeks*

AGAINST: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka and Councillor Woods*

COUNCIL RESOLUTION

MOVED: Councillor Kestel

SECONDED: Councillor Hyne

That Council:

1. Appoint Mr James Bayliss as temporary CEO for all of the period of time until a substantive CEO has been recruited and commences their employment with the Shire of Gingin or until 24 February 2027, whichever occurs first; and
2. Agree that Mr Bayliss will be remunerated at 100% of the cash component of the previous CEO's Total Reward Package plus a clothing allowance as specified in the confidential report.

CARRIED BY ABSOLUTE MAJORITY

6 / 2

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Woods and Councillor Weeks*

AGAINST: *Councillor Stewart and Councillor Wilkie*

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Woods

SECONDED: Councillor Peczka

That the meeting be re-opened to the public.

CARRIED UNANIMOUSLY

8 / 0

FOR: *Councillor Balcombe, Councillor Kestel, Councillor Hyne, Councillor Peczka, Councillor Stewart, Councillor Wilkie, Councillor Woods and Councillor Weeks*

AGAINST: *Nil*

The meeting re-opened to the public at 7:57 pm. No members of the public returned to the Gallery. The CEO returned to the meeting and was advised of Council's decision.

20 CLOSURE

There being no further business, the Presiding Member declared the meeting closed at 7:58 pm.

The next Ordinary Council Meeting will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on 21 July 2026, commencing at 4:00 pm.