



Shire of
Koorda

Drive in, stay awhile

MINUTES

Ordinary Council Meeting

Held in Shire of Koorda Council Chambers

10 Haig Street, Koorda WA 6475

Wednesday 20 May 2026

Commencing 5.00pm

UNCONFIRMED

NOTICE OF MEETING

Dear Elected Members,

Notice is hereby given that the next Ordinary Meeting of Council of the Shire of Koorda will be held on Wednesday, 20 May 2026 in the Shire of Koorda Council Chambers, 10 Haig Street, Koorda.

The format of the day will be:

4:00pm	Works Committee Meeting
5.00pm	Council Meeting
Following conclusion of Council Meeting	Council Forum

Zac Donovan
Chief Executive Officer
15 May 2026

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Koorda for any act, omission or statement or intimation occurring during Council or Committee meetings.

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Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or Committee meeting does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a license, and statement or intimation of approval made by a member or officer of the Shire of Koorda during the course of any meeting is not intended to be and is not to be taken as notice of approval from the Shire of Koorda.

The Shire of Koorda warns that anyone who has any application lodged with the Shire of Koorda must obtain and should only rely on **written confirmation** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Koorda in respect of the application.

To be read aloud if any member of the public is present.

Signed



Zac Donovan
Chief Executive Officer

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**Shire of Koorda
Ordinary Council Meeting
5.00pm, Wednesday 20 May 2026**



1. Declaration of Opening

The Presiding person welcomes those in attendance and declares the meeting open at 5.00pm.

2. Record of Attendance, Apologies and Leave of Absence

Councillors:

Cr JM Stratford	President
Cr GW Greaves	Deputy President
Cr KA Fuchsbichler	
Cr BJ Harrap	
Cr NJ Chandler	
Cr GL Boyne	
Cr BH Moore	

Staff:

Mr Z Donovan	Chief Executive Officer
Ms L Foote	Deputy Chief Executive Officer

Members of the Public:

Mr R Garven

Apologies:

Nil.

Visitors:

Nil.

Approved Leave of Absence:

Nil.

3. Public Question Time

Public Question Time opened at 5.01pm.

Mr R Garven

Question 1:

In relation to Caravan Park & Tourism in town, mention of signage and other regional area caravan parks and their promotions.

Response from Deputy Chief Executive Officer & Shire President:

Noted regarding signage. In terms of promotion, we have our "Pay 2 Stay 3" deal which is in our fees & charges, advertised on our website, social media and promoted by Wheatbelt Way. Council also have a policy regarding RV campers, which allows them to stay up to 2 nights for a minimal fee in either the Swimming Pool parking bay or Memorial Hall/Community Garden parking bay.

Question 2:

In relation to Bowling Club, suggestion to explore utilising the green for additional sport of croquet.

Response from Shire President:

Suggest speaking to Kim at Koorda CRC, the Shire Community Development Officer, to get information on how to start a new sporting club.

Question 3:

In relation to seating arrangements for members of the public at Ordinary Council Meetings. Request for the seating for guests to be reconsidered or moved closer to the projector so they can view the agenda.

Response from Shire President:

Noted. Informal discussions have been had about rearranging the room. Reminded that agenda document and attachments are available for public access online in the lead up to the meeting.

Reminder that suggestions and requests can be brought to Shire staff at the Shire office during office hours to allow for prompt actioning, rather than needed to wait for monthly Council meetings.

Public Question Time closed at 5.15pm.

4. Disclosure of Interest

Cr NJ Chandler declared a financial interest in item 11.3 CBH Office Development Application as he is an employee of CBH and assisted with the application submission.

5. Applications for Leave of Absence

Nil.

6. Petitions and Presentations

Nil.

7. Confirmation of Minutes from Previous Meetings

7.1. Ordinary Council Meeting held on 22 April 2026

[Click here](#) to view the April 2026 Ordinary Council Minutes

Voting Requirements Simple Majority Absolute Majority

Officer Recommendation Resolution 010526

Moved Cr GW Greaves

Seconded Cr GL Boyne

That, in accordance with Sections 5.22(2) and 3.18 of the *Local Government Act 1995*, the Minutes of the Ordinary Council Meeting held 22 April 2026, as presented, be confirmed as a true and correct record of proceedings.

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

8. Minutes of Committee Meetings to be Received

8.1. Minutes of Internal Committee Meetings to be Received

- a. Governance Committee Meeting Minutes for meeting held on 6 May 2026
[Governance Committee Minutes](#)

Voting Requirements Simple Majority Absolute Majority

Officer Recommendation Resolution 020526

Moved Cr BH Moore

Seconded Cr NJ Chandler

That, in accordance with Sections 5.22(2) and 3.18 of the *Local Government Act 1995*, Council receives the Minutes of the below Internal Committee meetings, as tabled.

- a. Governance Committee Meeting, 6 May 2026

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

8.2. Minutes of External Committee Meetings to be Received

- a. GECZ Meeting Minutes for meeting held on 23 April 2026
[GECZ Meeting Minutes](#)

Voting Requirements Simple Majority Absolute Majority

Officer Recommendation
Resolution 030526

Moved Cr GW Greaves

Seconded Cr KA Fuchsbichler

That, in accordance with Sections 5.22(2) and 3.18 of the *Local Government Act 1995*, Council receives the Minutes of the below External Committee meetings, as tabled.

- a. GECZ Meeting, 23 April 2026.**


CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

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9. Recommendations from Committee Meetings for Council Consideration

9.1. Consideration of Koorda Governance Committee Terms of Reference V1.1

Governance and Compliance		
Date	23 April 2026	
Location	Not Applicable	
Responsible Officer	Lana Foote, Deputy Chief Executive Officer	
Author	As above	
Legislation	Nil	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	Draft Koorda Governance Committee Terms of Reference V1.1	

Background:

The Koorda Governance Committee was re-established at the Special Meeting of Council held 20 October 2025 (RES: 191025), following the 2025 Ordinary Local Government Elections.

The Koorda Governance Committee's Terms of Reference have been reviewed and as highlighted within the attachment of this item, only minor changes have been made. The ToR are presented to the Committee for consideration and adoption prior to recommending adoption at the subsequent Ordinary Council Meeting.

Comment:

Appointment of Elected Members to the Governance Committee was determined by Council following ordinary local government elections, for a term to expire on the date of the subsequent Ordinary Local Government Elections.

An item will be presented for Council to adopt the terms of reference following recommendation from the Governance committee meeting.

Consultation:

Nil.

Statutory Implications:

The Koorda Governance Committee was re-established by Council (in its current format) under section 5.8 of the Local Government Act 1995 (the Act) (RES: 191025). Part 5, Subdivision 2 of the Act provides for committees including establishment and appointment of members. Part 5, Subdivision 3 of the Act provides for the quorum, voting, decisions and minutes of committees. The Local Government (Administration) Regulations 1996 also make provisions in regards to committees.

Policy Implications:

Shire of Koorda Code of Conduct for Council Members, Committee Members and Candidates

Section 10 of the Shire of Koorda Code of Conduct for Council Members, Committee Members and Candidates provides an expected standard of conduct for council members and committee members appointed to a Committee.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1 - Open and Transparent Leadership.

Risk Implications:

While it is not a legislative requirement for a Committee to have a TOR, it is common practice and ensures committee members are aware of their role and responsibilities and mitigates the risk of committees acting outside their responsibility.

Financial Implications:

Nil.

Voting Requirements: Simple Majority Absolute Majority

Committee Recommendation

Resolution 040526

Moved Cr NJ Chandler


Seconded Cr BJ Harrap

That the Koorda Governance Committee Terms of Reference be adopted.

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

9.2. Policy Manual Review and Update

Governance and Compliance		
Date	30 April 2026	
Location	Not Applicable	
Responsible Officer	Lana Foote, Deputy Chief Executive Officer	
Author	As above	
Legislation	Local Government Act 1995	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	Part 1 – Consolidated Shire of Koorda Policy Manual Part 2 & 3 – Policies to be reviewed/amended (new/amended policy attachments linked in below tables).	

Background:

The objectives of the Council's Policy Manual are:

- To provide Council with a formal written record of all policy decisions;
- To provide staff with precise guidelines in which to act in accordance with Council's wishes;
- To enable staff to act promptly in accordance with Council's requirements, but without continual reference to Council;
- To enable Councillors to adequately handle enquiries from electors without undue reference to staff or Council;
- To enable Council to maintain a continual review of Council Policy decisions and to ensure they are in keeping with community expectations, current trends and circumstances;
- To enable ratepayers to obtain immediate advice on matters of Council Policy.

Comment:

PART 1 – Review of Policies

A consolidated manual of all the current policies has been created and attached as per "**Part 1.**"

Following the first tranche of reviews, and in accordance with Policy G – Development, Review and Amendment of Policies, all policies are required to be reviewed at least biennially, generally the March following Local Government Elections. Policies included in the consolidated policy manual attached in Part 1 have been reviewed as part of the major review and are therefore marked as reviewed, with no further review currently required.

PART 2 - Amendments and introduction of policies to the “Strategic” section of the policy manual (simple majority)

Policies in part 2 recommendation only require simple majority voting.

Policy Section & Title	Proposed Amendments/Comments
<u>EM - Elected Member Entitlements</u>	<ul style="list-style-type: none"> As per FMR & AR 17 recommendation - Review the policy to amend policy references to ensure they comply with the Local Government Act 1995 and subsidiary legislation.
<u>F - Donations and Requests to Waiver fees</u>	<ul style="list-style-type: none"> Minor updates to align to current events.
<u>F - Financial Reserves and Provision for Accrued Leave</u>	<ul style="list-style-type: none"> Remove reference to reserves no longer used as per RES: 221125 (NRM, TV & Medical Practitioner).
<u>G - Appointment of an Acting Chief Executive Officer</u>	<ul style="list-style-type: none"> As per FMR & AR 17 recommendation - Review and amend the policy to require the CEO to seek Council approval of leave. Where circumstances do not permit this to occur prior to the leave being taken, a report to Council should be prepared, clearly detailing leave taken by the CEO as soon as practically possibly after leave is taken.
<u>G - Council Meeting Systems</u>	<ul style="list-style-type: none"> Updated requirement for Council to also confirm annual meeting details for Committee Meetings, as well as Ordinary Council Meetings. Updated name of Audit, Risk & Improvement Committee and added section about independent member requirement. Added requirement for Council to appoint committee presiding & deputy presiding members.
<u>G - Installation and Use of CCTV on Shire Property</u>	<ul style="list-style-type: none"> Recommend adopting new policy.
<u>G - Legal Representation for Elected Members and Employees</u>	<ul style="list-style-type: none"> Recommend adopting new policy.
<u>G - Legislative Compliance</u>	<ul style="list-style-type: none"> Update Department of Local Government name/amend acronym from DLGSC to LGIRS. Removed reference to reg 5(2)(c) of the <i>Local Government (Financial Management) Regulations 1996</i> as it was deleted and merged with Regulation 17 of the Local Government (Audit) Regulations 1996 – updated requirement for review of financial management, legislative compliance and risk management no less than every 3 years to once in 4 financial years.
<u>W - Roadside Advertising Signage</u>	<ul style="list-style-type: none"> Recommend adopting new policy.

PART 3 - Amendments and introduction of policies to the “Strategic” section of the policy manual (absolute majority)

Policies in part 3 recommendation require absolute majority voting.

Policy Section & Title	Proposed Amendments/Comments
A - Chief Executive Officer Performance Review Policy	<ul style="list-style-type: none"> Removed timing around appointment of consultant as dependent on commencement of CEO employment contract.
A - Elected Member and Chief Executive Officer Attendance at Events	<ul style="list-style-type: none"> Renamed policy to A - Elected Member and Chief Executive Officer Attendance at Events Policy to remove Employees (as Operational). Employee reference removed from within policy. As per FMR & AR 17 recommendation - Review and update the dispute resolution and approvals and authorisation processes within the policy to: <ul style="list-style-type: none"> Require approvals to be considered either by a Council resolution, or by the CEO; and Dispute resolution processes to appropriately consider compliance and authorisation limitations set by legislation.
EM - Continuing Professional Development	<ul style="list-style-type: none"> Amended requirement for completion of Council Member Essentials from “30 June following election” to “within 12 months of being elected” (in line with regulations and practice). As per FMR & AR 17 recommendation - Undertake a review of the policy as required after each ordinary election. Ensure the policy is adopted by an absolute majority to comply with section 5.128 of the Local Government Act 1995. Review systems and processes to ensure reviews are undertaken as required by legislation.

Consultation:

Executive Management Team
Governance Committee

Statutory Implications:

Local Government Act 1995, Part 2, Division 2 ‘Role of Council’

2.7. Role of council

(1) The council –

- (a) governs the local government’s affairs; and
- (b) is responsible for the performance of the local government’s functions.

(2) Without limiting subsection (1), the council is to –

- (a) oversee the allocation of the local government’s finances and resources; and
- (b) determine the local government’s policies.

Policy Implications:

The Policy Manual will be updated accordingly, should Council resolve to adopt the Committee’s Recommendations.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1 - Open and Transparent Leadership.

Risk Implications:

Not regularly updating the Shire's Policy manual poses a reputable risk with a medium risk rating. In order to maintain transparency and to facilitate appropriate decision-making processes, it is imperative that policy statements reflect the current position of Council and work practices at the Shire as well as best practice approaches.

Financial Implications:

Nil.

Voting Requirements:

Recommendation 1 Simple Majority Absolute Majority

Committee Recommendation 1
Resolution 050526

Moved Cr GL Boyne

Seconded Cr BJ Harrap

That Council endorse the completed review of the Shire of Koorda Policy Manual for 2026, as attached in Part 1.

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

Voting Requirements:

Recommendation 2 Simple Majority Absolute Majority

Committee Recommendation 2
Resolution 060526

Moved Cr GL Boyne

Seconded Cr BH Moore

That Council;

With regards to Shire of Koorda Policy Manual, adopts the following policies, as amended and included in this report, attached in the table under Part 2;

- (a) EM - Elected Member Entitlements**
- (b) F - Donations and Requests to Waiver fees**
- (c) F - Financial Reserves and Provision for Accrued Leave**
- (d) G - Appointment of an Acting Chief Executive Officer**
- (e) G - Council Meeting Systems**
- (f) G - Installation and Use of CCTV on Shire Property**
- (g) G - Legal Representation for Elected Members and Employee**
- (h) G - Legislative Compliance**
- (i) W - Roadside Advertising Signage**

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

Voting Requirements:

Recommendation 3

Simple Majority Absolute Majority

**Committee Recommendation 3
Resolution 070526**

Moved Cr NJ Chandler

Seconded Cr KA Fuchsbichler

That Council with regards to Shire of Koorda Policy Manual, adopts the following policies, as amended and included in this report, attached in the table under Part 3;

- (a) A - Chief Executive Officer Performance Review Policy**
- (b) A - Elected Member and Chief Executive Officer Attendance at Events**
- (c) EM - Continuing Professional Development**

CARRIED BY ABSOLUTE MAJORITY: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

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10. Announcements by the President without Discussion

Shire President wishes to extend condolences to the Main family on the passing of John.

Congratulate the Community on our ANZAC service; thank you to Shire staff for organising, our speakers on the day and to all that supported the event by attending.


It is great to see our museum opening on Sundays. I hope that the committee are being well supported by visitors on the weekends.

Acknowledgement of visit from the Grants Commission visit on 6 May. It is always interesting to hear how allocations for our Federal Assistance Grants are calculated.

UNCONFIRMED

11. OFFICER'S REPORTS – CORPORATE & COMMUNITY

11.1. Monthly Financial Statements

Corporate and Community		
Date	12 May 2026	
Location	Not Applicable	
Responsible Officer	Zac Donovan, Chief Executive Officer	
Author	Lana Foote, Deputy Chief Executive Officer	
Legislation	<i>Local Government Act 1995;</i> <i>Local Government (Financial Management) Regulations 1996</i>	
Disclosure of Interest	Nil.	
Purpose of Report	<input type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	April 2026 Financial Activity Statement	

Background:

This item presents the Statement of Financial Activity to Council for the period ending 30 April 2026.

Section 6.4 of the *Local Government Act 1995* requires a local government to prepare financial reports.

Regulations 34 and 35 of the *Local Government (Financial Management) Regulations 1996* set out the form and content of the financial reports, which have been prepared and presented to Council.

Comment:

All financial reports are required to be presented to Council within two meetings following the end of the month that they relate to.

Consultation:

Zac Donovan, Chief Executive Officer
Finance Officers

Statutory Implications:

Council is required to adopt monthly statements of financial activity to comply with Regulation 34 of the *Local Government (Financial Management) Regulations 1996*.

Policy Implications:

Finances have been managed in accordance with the Shire of Koorda policies.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1.1 - Ensure efficient use of resources and that governance and operational compliance and reporting meets legislative and regulatory requirements.

Risk Implications:

Risk Profiling Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Category	Compliance
Risk Description	No noticeable regulatory or statutory impact
Consequence Rating	Insignificant (1)
Likelihood Rating	Rare (1)
Risk Matrix Rating	Low (1)
Key Controls (in place)	Governance Calendar, Financial Management Framework and Legislation
Action (Treatment)	Nil.
Risk Rating (after treatment)	Adequate

Timely preparation of the monthly financial statements within statutory guidelines is vital to good financial management. Failure to submit compliant reports within statutory time limits will lead to non-compliance with the Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996.

Financial Implications:

Nil.

Voting Requirements:

Simple Majority Absolute Majority

Officer Recommendation
Resolution 080526

Moved Cr GW Greaves

Seconded Cr NJ Chandler

That Council, by Simple Majority, pursuant to Regulation 34 of the *Local Government (Financial Management) Regulations 1996*, receives the statutory Financial Activity Statement report for the period ending 30 April 2026, as presented.

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

SHIRE OF KOORDA

MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and statement of financial position)

For the period ended 30 April 2026

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF KOORDA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

Note	Amended	YTD	YTD	Variance*	Variance*	Var.
	Budget	Budget	Actual	\$	%	
	Estimates	Estimates	Actual	(c) - (b)	((c) - (b))/(b)	
	(a)	(b)	(c)			
	\$	\$	\$	\$	%	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	1,267,117	1,267,117	1,266,771	(346)	(0.03%)	
Rates excluding general rates	30,625	30,625	30,625	0	0.00%	
Grants, subsidies and contributions	1,650,511	1,231,667	1,330,145	98,478	8.00%	▲
Fees and charges	709,998	625,681	623,410	(2,271)	(0.36%)	
Interest revenue	259,500	216,000	218,636	2,636	1.22%	
Other revenue	69,000	58,163	93,468	35,305	60.70%	▲
Profit on asset disposals	118,000	98,000	110,494	12,494	12.75%	▲
Fair value adjustments to financial assets at fair value through profit or loss	0	0	56,669	56,669	0.00%	▲
	4,104,751	3,527,253	3,730,218	202,965	5.75%	
Expenditure from operating activities						
Employee costs	(1,512,032)	(1,262,911)	(1,256,070)	6,841	0.54%	
Materials and contracts	(1,513,305)	(1,309,982)	(1,289,647)	20,335	1.55%	▲
Utility charges	(291,640)	(243,027)	(212,035)	30,992	12.75%	▲
Depreciation	(2,481,130)	(2,067,623)	(2,179,452)	(111,829)	(5.41%)	▼
Insurance	(231,496)	(231,496)	(230,977)	519	0.22%	
Other expenditure	(118,261)	(77,307)	(64,389)	12,918	16.71%	▲
Loss on asset disposals	(28,000)	(28,000)	(25,253)	2,747	9.81%	
	(6,175,864)	(5,220,346)	(5,257,823)	(37,477)	(0.72%)	
Non cash amounts excluded from operating activities	2(c) 2,399,402	1,997,623	2,044,484	46,861	2.35%	▲
Amount attributable to operating activities	328,289	304,530	516,879	212,349	69.73%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	1,935,514	1,935,514	1,895,350	(40,164)	(2.08%)	▼
Proceeds from disposal of assets	482,432	482,432	462,154	(20,277)	(4.20%)	▼
	2,417,946	2,417,946	2,357,504	(60,441)	(2.50%)	
Outflows from investing activities						
Acquisition of property, plant and equipment	(2,436,710)	(2,436,710)	(2,303,951)	132,759	5.45%	▲
Acquisition of infrastructure	(3,020,291)	(2,925,291)	(2,909,340)	15,951	0.55%	▲
	(5,457,001)	(5,362,001)	(5,213,291)	148,710	2.77%	
Amount attributable to investing activities	(3,039,055)	(2,944,055)	(2,855,787)	88,269	3.00%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Transfer from reserves	2,139,977	0	1,150,000	1,150,000	0.00%	▲
	2,139,977	0	1,150,000	1,150,000	0.00%	
Outflows from financing activities						
Transfer to reserves	(235,000)	0	(169,466)	(169,466)	0.00%	▼
	(235,000)	0	(169,466)	(169,466)	0.00%	
Amount attributable to financing activities	1,904,977	0	980,534	980,534	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 1,014,823	1,014,823	1,036,202	21,379	2.11%	▲
Amount attributable to operating activities	328,289	304,530	516,879	212,349	69.73%	▲
Amount attributable to investing activities	(3,039,055)	(2,944,055)	(2,855,787)	88,269	3.00%	▲
Amount attributable to financing activities	1,904,977	0	980,534	980,534	0.00%	▲
Surplus or deficit after imposition of general rates	209,034	(1,624,702)	(322,172)	1,302,531	80.17%	▲

KEY INFORMATION

- ▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
 - ▲ Indicates a variance with a positive impact on the financial position.
 - ▼ Indicates a variance with a negative impact on the financial position.
- Refer to Note 3 for an explanation of the reasons for the variance.

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

SHIRE OF KOORDA
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 APRIL 2026

	Actual 30 June 2025	Actual as at 30 April 2026
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	1,541,079	280,610
Trade and other receivables	251,500	424,809
Other financial assets	5,848,061	4,867,527
Inventories	7,471	23,603
Other assets	69,334	0
TOTAL CURRENT ASSETS	7,717,444	5,596,549
NON-CURRENT ASSETS		
Other financial assets	59,715	116,383
Property, plant and equipment	15,892,316	17,289,823
Infrastructure	93,509,077	94,768,495
TOTAL NON-CURRENT ASSETS	109,461,107	112,174,702
TOTAL ASSETS	117,178,552	117,771,251
CURRENT LIABILITIES		
Trade and other payables	477,117	925,157
Contract liabilities	223,084	0
Employee related provisions	357,992	357,992
TOTAL CURRENT LIABILITIES	1,058,194	1,283,149
NON-CURRENT LIABILITIES		
Employee related provisions	66,221	66,221
Other provisions	507,658	507,658
TOTAL NON-CURRENT LIABILITIES	573,879	573,879
TOTAL LIABILITIES	1,632,073	1,857,028
NET ASSETS	115,546,479	115,914,223
EQUITY		
Retained surplus	55,374,085	56,722,363
Reserve accounts	5,848,061	4,867,529
Revaluation surplus	54,324,333	54,324,333
TOTAL EQUITY	115,546,479	115,914,225

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

SHIRE OF KOORDA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

This prescribed financial report has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied where no inconsistencies exist.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supplementary information does not form part of the financial report.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 12 May 2026

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements.

MATERIAL ACCOUNTING POLICES

Material accounting policies utilised in the preparation of these statements are as described within the 2025-26 Annual Budget. Please refer to the adopted budget document for details of these policies.

Critical accounting estimates and judgements

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment
 - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Measurement of employee benefits
- Measurement of provisions

SHIRE OF KOORDA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

2 NET CURRENT ASSETS INFORMATION

(a) Net current assets used in the Statement of Financial Activity

	Amended Budget Opening	Actual as at	Actual as at
Note	1 July 2025	30 June 2025	30 April 2026
	\$	\$	\$
Current assets			
Cash and cash equivalents	7,389,140	1,541,079	280,610
Trade and other receivables	230,119	251,500	424,809
Other financial assets		5,848,061	4,867,527
Inventories	7,471	7,471	23,603
Other assets	69,334	69,334	0
	7,696,064	7,717,444	5,596,549
Less: current liabilities			
Trade and other payables	(477,116)	(477,117)	(925,157)
Capital grant/contributions liabilities	(223,084)	(223,084)	0
Employee related provisions	(357,992)	(357,992)	(357,992)
	(1,058,192)	(1,058,194)	(1,283,149)
Net current assets	6,637,872	6,659,250	4,313,400
Less: Total adjustments to net current assets	2(b) (5,623,049)	(5,623,049)	(4,635,572)
Closing funding surplus / (deficit)	1,014,823	1,036,202	(322,172)

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets			
Less: Reserve accounts	(5,848,061)	(5,848,061)	(4,867,527)
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of employee benefit provisions held in reserve	225,012	225,012	231,955
Total adjustments to net current assets	2(a) (5,623,049)	(5,623,049)	(4,635,572)

(c) Non-cash amounts excluded from operating activities

	Amended Budget Estimates	YTD Budget Estimates	YTD Actual
	30 June 2026	30 April 2026	30 April 2026
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	(118,000)	(98,000)	(110,494)
Less: Fair value adjustments to financial assets at amortised cost	0	0	(56,669)
Add: Loss on asset disposals	28,000	28,000	25,253
Add: Depreciation	2,481,130	2,067,623	2,179,452
Movement in current employee provisions associated with restricted cash	8,272		6,942
Total non-cash amounts excluded from operating activities	2,399,402	1,997,623	2,044,484

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the local governments' operational cycle.

SHIRE OF KOORDA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.
The material variance adopted by Council for the 2025-26 year is \$10,000 or 10.00%.

Description	Var. \$ \$	Var. % %	
Revenue from operating activities			
Grants, subsidies and contributions	98,478	8.00%	▲
Sports Club invoices for Bowling Green following completion which was sooner than anticipated within the budget. (Minor variance between library grant and fuel tax credit)			Timing
Other revenue	35,305	60.70%	▲
Payout from LGIS for Members Equity Account (\$27k) used to pay off first 2025 Insurance Instalment. Minor variance to Debt Collection Costs and Transport Licensing Commission			Timing
Profit on asset disposals	12,494	12.75%	▲
All disposal completed. Book figure profit on asset disposals slightly higher than anticipated budget. Full break down in note 6.			Timing
Fair value adjustments to financial assets at fair value through profit or loss	56,669	0.00%	▲
Adjustments to WALGA House Trust Valuation at 30 June 2025.			Permanent
Expenditure from operating activities			
Materials and contracts	20,335	1.55%	▲
Currently under allocated budget.			Timing
Utility charges	30,992	12.75%	▲
Budget split evenly across year. Utilities under current budget allocation.			Timing
Depreciation	(111,829)	(5.41%)	▼
Following completion of plant replacement program, depreciation higher ahead of anticipated budget (\$31k Recreation, \$40k Roads, \$39k Plant)			Timing
Other expenditure	12,918	16.71%	▲
Slight variances under budget for Elected Member expenses. Community Grant \$4k behind anticipated schedule, awaiting acquittals to process final payments.			Timing
Non cash amounts excluded from operating activities	46,861	2.35%	▲
Depreciation and asset disposal variances as above.			Timing
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(40,164)	(2.08%)	▼
Final WSNF claim to be processed once current funds expended.			Timing
Proceeds from disposal of assets	(20,277)	(4.20%)	▼
Sale of P10 Mollerin Truck not included in budget (\$9k). Proceeds from sale \$30k less than anticipated at time of budget, however purchase of Plant and Equipment \$77k less than anticipated budget.			Timing
Outflows from investing activities			
Acquisition of property, plant and equipment	132,759	5.45%	▲
Plant acquisitions completed \$77k under budget. Buildings currently \$55k behind anticipated budget. Full breakdown on note 5.			Timing
Acquisition of infrastructure	15,951	0.55%	▲
Other Infrastructure \$34k ahead of anticipated annual budget (Bowling Green) and Roads currently \$75k behind YTD budget, and \$145k from annual budget. Further break down on note 5.			Timing
Inflows from financing activities			
Transfer from reserves	1,150,000	0.00%	▲
As per Council RES: 231125 - transfer of \$700,000 from Council Building Reserve for purchase of 6 Greenham St Units. \$450,000 (of \$496,975 allocation) transferred from Recreation Reserve for Bowling Green re-location project.			
Outflows from financing activities			
Transfer to reserves	(169,466)	0.00%	▼
Interest earned on renewal of term deposit after investment from 1 July to 31 March 2026. Renewed until the end of June at a rate of 4.78%.			Timing
Surplus or deficit at the start of the financial year	21,379	2.11%	▲
Variance to opening balance following 2024/2025 audit.			
Surplus or deficit after imposition of general rates	1,302,531	80.17%	▲
As per above explanations.			

SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION

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BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.01 M	\$1.01 M	\$1.04 M	\$0.02 M
Closing	\$0.21 M	(\$1.62 M)	(\$0.32 M)	\$1.30 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$	% of total
Unrestricted Cash	\$0.28 M	5.5%
Restricted Cash	\$4.87 M	94.5%

Refer to 3 - Cash and Financial Assets

Payables	
	% Outstanding
Trade Payables	\$0.79 M
0 to 30 Days	75.7%
Over 30 Days	24.4%
Over 90 Days	0.0%

Refer to 9 - Payables

Receivables		
	\$	% Collected
Rates Receivable	\$0.19 M	87.0%
Trade Receivable	\$0.24 M	% Outstanding
Over 30 Days		7.3%
Over 90 Days		1.5%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.33 M	\$0.30 M	\$0.52 M	\$0.21 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$	% Variance
YTD Actual	\$1.27 M	
YTD Budget	\$1.27 M	(0.0%)

Grants and Contributions		
	\$	% Variance
YTD Actual	\$1.33 M	
YTD Budget	\$1.23 M	8.0%

Refer to 11 - Grants and Contributions

Fees and Charges		
	\$	% Variance
YTD Actual	\$0.62 M	
YTD Budget	\$0.63 M	(0.4%)

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$3.04 M)	(\$2.94 M)	(\$2.86 M)	\$0.09 M

Refer to Statement of Financial Activity

Proceeds on sale		
	\$	%
YTD Actual	\$0.46 M	
Amended Budget	\$0.48 M	(4.2%)

Refer to 6 - Disposal of Assets

Asset Acquisition		
	\$	% Spent
YTD Actual	\$2.91 M	
Amended Budget	\$3.02 M	(3.7%)

Refer to 5 - Capital Acquisitions

Capital Grants		
	\$	% Received
YTD Actual	\$1.90 M	
Amended Budget	\$1.94 M	(2.1%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.90 M	\$0.00 M	\$0.98 M	\$0.98 M

Refer to Statement of Financial Activity

Borrowings	
	\$
Principal repayments	\$0.00 M
Interest expense	\$0.00 M
Principal due	\$0.00 M

Reserves	
	\$
Reserves balance	\$4.87 M
Net Movement	(\$0.98 M)

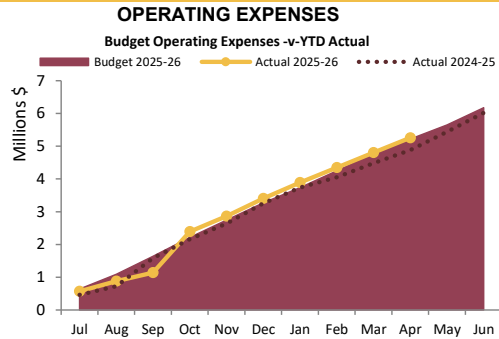
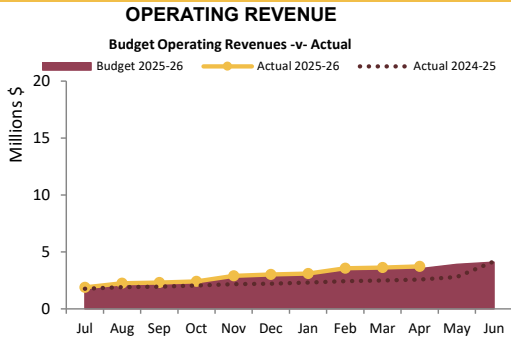
Refer to 4 - Cash Reserves

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

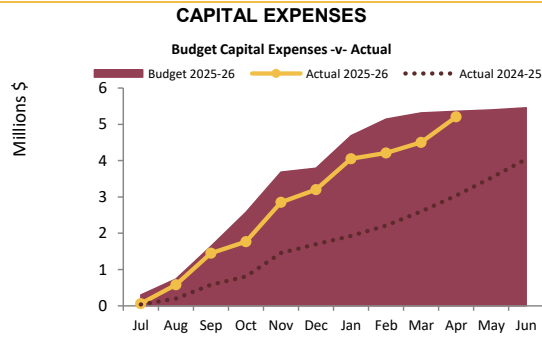
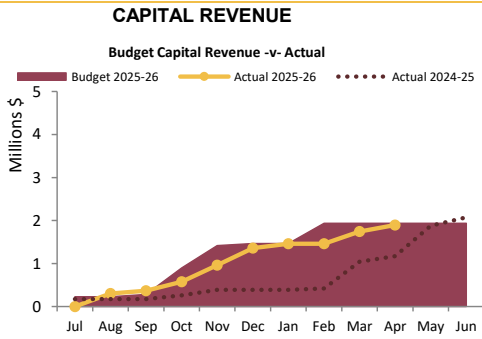
**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

2 KEY INFORMATION - GRAPHICAL

OPERATING ACTIVITIES



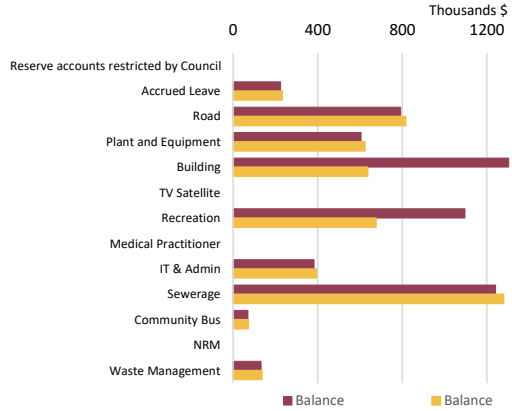
INVESTING ACTIVITIES



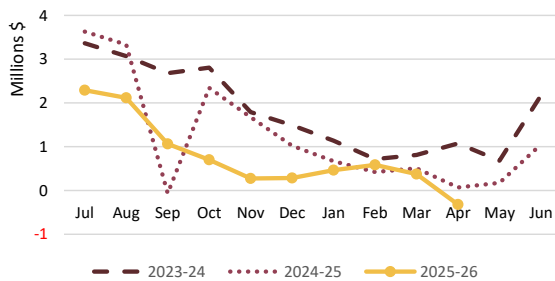
FINANCING ACTIVITIES

BORROWINGS

RESERVES



Closing funding surplus / (deficit)



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

**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
CBA Municipal Account	Cash and cash equivalents	\$ 99,087	\$	\$ 99,087	\$	CBA	Variable	
CBA Licensing Account	Cash and cash equivalents	10,488		10,488		CBA	Variable	
CBA Savings Account	Cash and cash equivalents	113,995		113,995		CBA	Variable	
CBA ATM Cash Account	Cash and cash equivalents	8,400		8,400		CBA	Variable	
ATM Cash Account	Cash and cash equivalents	47,880		47,880		Cash		
Cash on Hand	Cash and cash equivalents	760		760		Cash		
Term Deposit XXX1	Financial assets at amortised cost	0	4,867,527	4,867,527		CBA	4.78%	28/06/2026
Total		280,610	4,867,527	5,148,136	0			
Comprising								
Cash and cash equivalents		280,610	0	280,609	0			
Financial assets at amortised cost - Term Deposits		0	4,867,527	4,867,527	0			
		280,610	4,867,527	5,148,136	0			

KEY INFORMATION

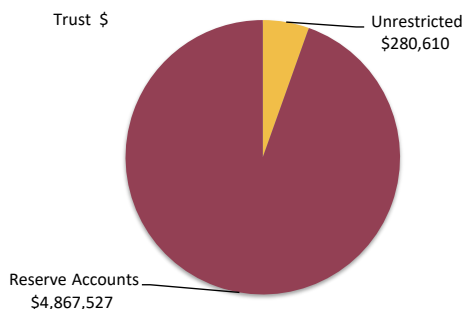
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 8 - Other assets.



**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

4 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
Accrued Leave	225,012	9,042		234,054	225,012	6,942	0	231,955
Road	605,107	31,820	(520,000)	116,927	791,875	24,432	0	816,307
Plant and Equipment	791,875	24,315	(57,000)	759,190	605,107	18,669	0	623,777
Building	907,929	36,483	(912,002)	32,410	1,303,058	33,373	(700,000)	636,431
TV Satellite	35,787	1,438		37,225			0	0
Recreation	1,096,243	44,060	(565,975)	574,328	1,096,243	29,688	(450,000)	675,930
Medical Practitioner	334,607	13,445		348,052			0	0
IT & Admin	382,273	15,361	(75,000)	322,634	382,273	11,794	0	394,067
Sewerage	1,241,540	49,888		1,291,428	1,241,540	38,305	0	1,279,846
Community Bus	70,414	2,829		73,243	70,413	2,172	0	72,586
NRM	24,735	994		25,729			0	0
Waste Management	132,539	5,325	(10,000)	127,864	132,539	4,089	0	136,628
	5,848,061	235,000	(2,139,977)	3,943,084	5,848,061	169,466	(1,150,000)	4,867,527

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings	1,042,474	1,042,474	986,929	(55,545)
Plant and equipment	1,394,236	1,394,236	1,317,023	(77,213)
Acquisition of property, plant and equipment	2,436,710	2,436,710	2,303,951	(132,759)
Infrastructure - roads	2,187,000	2,117,000	2,041,881	(75,119)
Infrastructure - other	833,291	808,291	867,459	59,168
Acquisition of infrastructure	3,020,291	2,925,291	2,909,340	(15,951)
Total capital acquisitions	5,457,001	5,362,001	5,213,291	(148,710)
Capital Acquisitions Funded By:				
Capital grants and contributions	1,935,514	1,935,514	1,895,350	(40,164)
Other (disposals & C/Fwd)	482,432	482,432	462,154	(20,277)
Reserve accounts				
Road	520,000		0	0
Plant and Equipment	57,000		0	0
Building	912,002		700,000	700,000
Recreation	565,975		450,000	450,000
IT & Admin	75,000		0	0
Waste Management	10,000		0	0
Contribution - operations	899,078	2,944,055	1,705,787	(1,238,269)
Capital funding total	5,457,001	5,362,001	5,213,291	(148,710)

KEY INFORMATION

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

Upon initial recognition, cost is determined as the amount paid (or other consideration given) to acquire the assets, plus costs incidental to the acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Local Government (Financial Management) Regulation 17A(5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Shire's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

Reportable Value

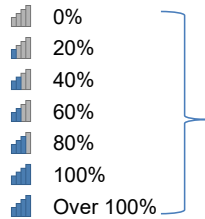
In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total

Level of completion indicators

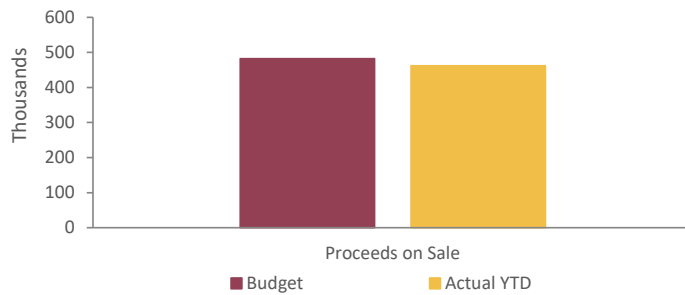


Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

		Amended			Variance	
Account Description		Budget	YTD Budget	YTD Actual	(Under)/Over	
		\$	\$	\$	\$	
	BC001	L253 Admin Office - Building (Capital)	30,000	30,000	0	30,000
	BC016B	Rec Ground Ablutions	223,500	223,500	233,995	(10,495)
	BC040	L9 (34) Smith St - Building (Capital)	10,200	10,200	11,220	(1,020)
	BC044	L68 (18) Smith St - Building (Capital)	42,500	42,500	5,885	36,615
	BC054	L271 (3) Greenham St - Building (Capital)	6,000	6,000	5,555	445
	BC066	L200 (6) Greenham St - Building (Capital)	730,274	730,274	730,274	0
	PE0021	P002 Ute Mechanic	55,000	55,000	46,894	8,106
	PE0091	P009 Semi Side Tipper	150,000	150,000	125,430	24,570
	PE0131	P013 Excavator	110,000	110,000	102,850	7,150
	PE0181	P018 Prime Mover	270,000	270,000	264,705	5,295
	PE0401	P040 Ute Gardener	50,000	50,000	47,300	2,700
	PE0591	P059 Skidsteer	130,000	130,000	110,200	19,800
	PE0661	P066 Ute Works Crew	55,000	55,000	54,322	678
	PE1001	P100 CEO Vehicle	85,000	85,000	73,698	11,302
	PE2001	P200 WS Vehicle	68,000	68,000	68,877	(877)
	PE3001	P300 DCEO Vehicle	75,000	75,000	76,532	(1,532)
	PE000	Himac Rake	26,000	26,000	25,978	22
	PE0371	Fire Ute Fastattack (DFES Capital Grant)	320,236	320,236	320,236	0
	RRG006	Kulja-Kalannie Full Recon	355,000	355,000	389,192	(34,192)
	RRG006B	Kulja-Kalannie Reseal	120,000	120,000	120,287	(287)
	RRG140	Burakin-Wialki Full Recon	390,000	390,000	418,900	(28,900)
	R2R003	Koorda-Dowerin Asphalt Intersection	39,000	39,000	45,603	(6,603)
	R2R004	Koorda-Kulja Full Recon	390,000	390,000	357,927	32,073
	R2R004B	Koorda-Kulja Asphalt Intersection	35,000	35,000	19,356	15,644
	R2R004C	Koorda-Kulja Reseal	180,000	180,000	183,316	(3,316)
	R2R007	Booralaming-Kulja Reseal	32,000	32,000	32,296	(296)
	R2R017	Martin Reform/Sheet	70,000	70,000	80,999	(10,999)
	R2R138	Haig Asphalt Intersection	60,000	60,000	39,017	20,983
	R2R137	Railway Asphalt Intersection	61,000	61,000	88,574	(27,574)
	R2R002	Cadoux-Koorda 24/25	0	0	27,846	(27,846)
	RC002	Cadoux-Koorda WSNF Works	60,000	60,000	11,057	48,943
	RC135	Koorda-Wyalkatchem WSNF Works	45,000	45,000	23,416	21,584
	RC002B	Cadoux-Koorda Reseal	50,000	50,000	47,804	2,196
	RC007	Booralaming-Kulja Reform/Sheet	80,000	80,000	3,130	76,870
	RC010	Mollerin Rock South Reform/Sheet	80,000	40,000	0	40,000
	RC014	Maher Road	0	0	3,905	(3,905)
	RC046	Downie Clearing	20,000	10,000	12,216	(2,216)
	RC052	Green Road	0	0	5,773	(5,773)
	RC103	Warren Reform/Sheet	100,000	100,000	123,393	(23,393)
	FC098	Footpath Repairs	20,000	0	7,873	(7,873)
	PC004	Refuse Site CCTV	10,000	10,000	7,905	2,095
	PC002B	Rec Centre Playground	50,000	25,000	56,653	(31,653)
	PC005	Bowling Green	694,791	694,791	741,959	(47,168)
	IO015	Caravan Park BBQ	10,000	10,000	17,210	(7,210)
	IO005	Shire Depot CCTV	10,000	10,000	8,490	1,510
	PC006	Rec Ground Retaining & Paving	58,500	58,500	35,242	23,258
		5,457,001	5,362,001	5,213,291	148,710	

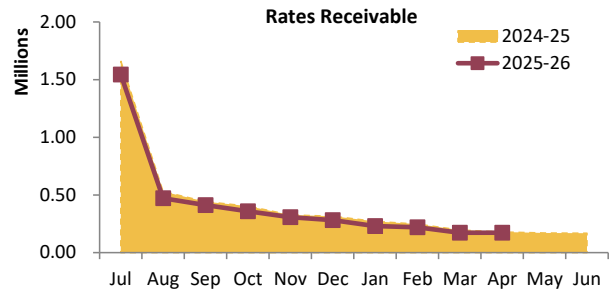
6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
Plant and equipment									
10901	P002 Ute Mechanic	7,500	35,000	27,500	0	2,332	22,727	20,395	0
10908	P009 Semi Side Tipper	25,000	20,000	0	(5,000)	24,963	41,191	16,228	0
10912	P013 Excavator	0	30,000	30,000	0	0	36,316	36,316	0
10916	P018 Prime Mover	70,000	90,000	20,000	0	60,832	59,361	0	(1,471)
10935	P040 Ute Gardener	9,500	25,000	15,500	0	4,673	19,091	14,418	0
10948	P059 Skidsteer	0	25,000	25,000	0	0	22,577	22,577	0
10996	P066 Ute Works Crew	38,000	30,000	0	(8,000)	36,300	33,727	0	(2,572)
11110	P100 CEO Vehicle	75,000	75,000	0	0	72,004	63,641	0	(8,363)
11109	P200 WS Vehicle	65,000	58,000	0	(7,000)	64,976	55,455	0	(9,522)
11107	P300 DCEO Vehicle	73,000	65,000	0	(8,000)	72,870	69,545	0	(3,325)
10909	P010 Fire Tender			0	0	8,531	9,091	560	0
	P037 Fire Ute (returned to DFES)	29,432	29,432	0	0	29,432	29,432	0	0
		392,432	482,432	118,000	(28,000)	376,913	462,154	110,494	(25,253)



7 RECEIVABLES

Rates receivable	30 June 2025	30 Apr 2026
	\$	\$
Opening arrears previous year	151,329	186,709
Levied this year	1,274,465	1,266,771
Less - collections to date	(1,239,085)	(1,264,085)
Net rates collectable	186,709	189,394
% Collected	86.9%	87.0%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	129,369	8,121	0	2,131	139,621
Percentage	0.0%	92.7%	5.8%	0.0%	1.5%	
Balance per trial balance						
Trade receivables						139,621
Other receivables						463
GST receivable						76,207
Other receivables - Interest Receivable						19,124
Total receivables general outstanding						235,415

Amounts shown above include GST (where applicable)

KEY INFORMATION

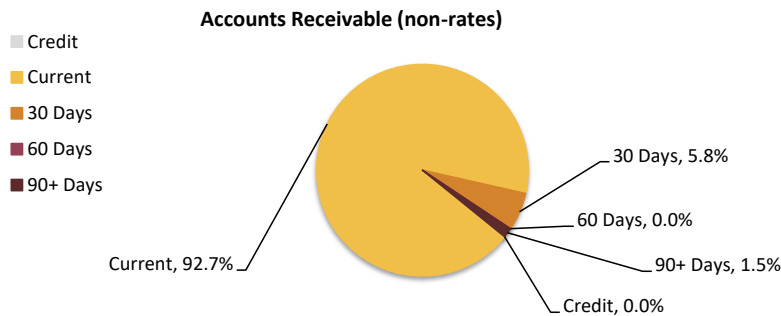
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.



8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 30 April 2026
	\$	\$	\$	\$
Other current assets				
Financial assets at amortised cost	5,848,061	(980,534)		4,867,527
Inventory				
Fuel	7,471	140,547	(124,414)	23,603
Other assets				
Contract assets	69,334		(69,334)	0
Total other current assets	5,924,865	(839,987)	(193,748)	4,891,130
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Inventory

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

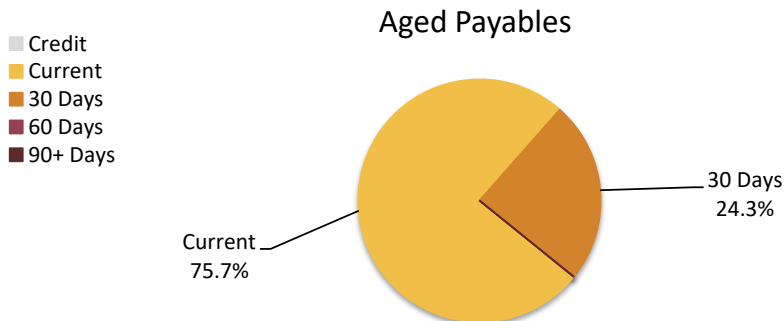
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	599,779	192,383	478	0	792,640
Percentage	0.0%	75.7%	24.3%	0.1%	0.0%	
Balance per trial balance						
Sundry creditors						792,640
Other payables - Dept Transport						488
Other payables - Prepaid Rates						16,824
Other payables - Retention and Bonds						66,120
Other payables - GST Payable						19,675
Other payables - Payroll Creditors						334
Other payables - PAYG Payables						26,886
Other payables - FBT Liabilities						0
Other payables - ESL Liabilities						2,470
Other payables - Withholding Tax Liability						(279)
Total payables general outstanding						925,157

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



10 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 April 2026
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Contract liabilities		223,084	0		(223,084)	0
Other Liabilities - Councillor Nomination Fee		0	0	500	(500)	0
Total other liabilities		223,084	0	500	(223,584)	0
Employee Related Provisions						
Provision for annual leave		196,715	0			196,715
Provision for long service leave		161,277	0			161,277
Total Provisions		357,992	0	0	0	357,992
Total other current liabilities		581,077	0	500	(223,584)	357,992
Amounts shown above include GST (where applicable)						

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 11

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

OPERATING ACTIVITIES

11 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Amended Budget Revenue	YTD Budget	YTD Revenue
	1 July 2025		(As revenue)	30 Apr 2026	30 Apr 2026			Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
Financial Assistance Grant - General				0		840,624	630,468	630,468
Financial Assistance Grant - Roads				0		414,753	311,065	311,065
DFES Bush Fire Brigade Operating Grant				0		27,274	27,274	27,274
Contribution from Koorda Sports Club				0		100,000	0	100,000
Library Grant				0		5,000	5,000	3,000
Seniors Week Grant				0		3,300	3,300	3,300
Main Roads Direct Road Grant				0		229,560	229,560	229,560
Fuel Tax Credit Scheme				0		30,000	25,000	25,478
	0	0	0	0	0	1,650,511	1,231,667	1,330,145


**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

INVESTING ACTIVITIES

12 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and		
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Apr 2026	Current Liability 30 Apr 2026	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
DFES Cyclone Seroja Local Government Resilience Fund	223,084			223,084	223,084	223,084	223,084	223,084
CSRFF - Bowling Green Project				0	0	97,816	97,816	97,816
Regional Road Group Grant				0	0	575,048	575,048	577,646
Wheatbelt Secondary Freight Network (WSFN) Grant				0	0	42,762	42,762	0
Roads to Recovery Grant				0	0	706,000	706,000	706,000
DFES Capital Grant for KD037 Fastattack Replacement				0	0	290,804	290,804	290,804
	223,084	0	0	223,084	223,084	1,935,514	1,935,514	1,895,350

11.2. List of Accounts Paid

Corporate and Community		
Date	12 May 2026	
Location	Not Applicable	
Responsible Officer	Zac Donovan, Chief Executive Officer	
Author	Lana Foote, Deputy Chief Executive Officer	
Legislation	<i>Local Government Act 1995;</i> <i>Local Government (Financial Management) Regulations 1996</i>	
Disclosure of Interest	Nil.	
Purpose of Report	<input type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	List of Accounts Paid	

Background:

This item presents the List of Accounts Paid, paid under delegated authority, for the period 15 April 2026 to 12 May 2026.

Comment:

From 1 September 2023, Regulations were amended that required Local Governments to disclose information about each transaction made on a credit card, debit card or other purchasing cards. Purchase cards may include the following: business/corporate credit cards, debit cards, store cards, fuel cards and/or taxi cards.

The List of Accounts Paid as presented has been reviewed by the Chief Executive Officer.

In line with recommendation from the 2026 FMR & AR 17 review, the list of accounts presented to Council has been amended to only provide the minimum information required by legislation. (eg. sufficient information to identify the transaction).

Consultation:

Zac Donovan, Chief Executive Officer
Finance Team

Statutory Implications:

Regulation 12 and 13 of the *Local Government (Financial Management) Regulations 1996* requires that a separate list be prepared each month for adoption by Council showing creditors paid under delegated authority.

Policy Implications:

Finances have been managed in accordance with the Shire of Koorda policies. Payments have been made under delegated authority.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1.1 - Ensure efficient use of resources and that governance and operational compliance and reporting meets legislative and regulatory requirements.

Risk Implications:

Risk Profiling Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Category	Compliance
Risk Description	No noticeable regulatory or statutory impact
Consequence Rating	Insignificant (1)
Likelihood Rating	Rare (1)
Risk Matrix Rating	Low (1)
Key Controls (in place)	Governance Calendar
Action (Treatment)	Nil.
Risk Rating (after treatment)	Adequate

Financial Implications:

Funds expended are in accordance with Council's adopted 2025/2026 Budget.

Voting Requirements: Simple Majority Absolute Majority

Officer Recommendation
Resolution 090526

Moved Cr GW Greaves

Seconded Cr BJ Harrap

That Council, by Simple Majority, pursuant to Section 6.8(1)(a) of the *Local Government Act 1995* and Regulation 12 & 13 of the *Local Government (Financial Management) Regulations 1996*;

Receives the report from the Chief Executive Officer on the exercise of delegated authority in relation to creditor payments from the Shire of Koorda Municipal Fund, as presented in the attachment, and as detailed below:

For the period 15 April 2026 to 12 May 2026.

Municipal Voucher V696 to V743
 Purchase Card Transactions (V739)

Totalling \$ 244,041.62
Totalling \$ 5,693.60
Total \$ 249,735.22

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

Cr NJ Chandler declared a financial interest in item 11.3 CBH Office Development Application as he is an employee of CBH.

5.25pm – Cr NJ Chandler withdrew from chambers and did not partake in discussions.

5.35pm – SUSPEND STANDING ORDERS

Resolution 100526

Moved Cr BH Moore

Seconded Cr GW Greaves

That standing orders be suspended to discuss item 11.3. CBH Office Development Application

CARRIED 6/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr GL Boyne, Cr BH Moore

5.43pm – RESUMPTION OF STANDING ORDERS

Resolution 110526

Moved Cr BH Moore


Seconded Cr BJ Harrap

That standing orders be resumed as per the attendance register.

CARRIED 6/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr GL Boyne, Cr BH Moore

11.3 CBH Office Development Application

Corporate and Community		
Date	12 May 2026	
Location	Lot 19 Orchard Street, Koorda	
Responsible Officer	Zac Donovan, Chief Executive Officer	
Author	As above	
Legislation	Planning and Development Act 2005 Shire of Koorda Local Planning Scheme No.3	
Disclosure of Interest	Cr Nick Chandler (Financial)	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	CBH Koorda – Office DA Package 2023 02 13 CBH Workers Accomodation - Approval CBH Site Landscaping Plan	

Background:

CBH Group has applied for development approval to construct an office building and associated amenities on Lot 19 (HN 1) Orchard Street in Koorda next to the existing worker accommodation.

The Shire has previously facilitated this application with a Planning Scheme amendment, gazetted in October 2024, for the subject land to have an additional use for offices under a D classification.

The classification means the office use is not permitted unless the local government exercises its discretion by granting the development approval application.

As such, CBH lodged the DA application on 8 April, accompanied by a Transport Impact Statement (TIS) prepared by Shawmac (Consulting Civil and Traffic Engineers), a BAL assessment prepared by Green Start Consulting (Bushfire Planning Practitioner), a copy of the Certificate of Title, a Landscaping Plan and a Stormwater Management Plan. These can be reviewed in the first attachment to the item.

As mentioned, the site of the proposed office development is that for which a DA application from CBH to construct workers accommodation was approved on 13 February 2023. As shown in the second attachment to the item, the approval in 2023 had conditions including the lodgement of a landscape management plan and on-going maintenance of landscaping.

The purpose of this item is for Council to consider the DA application and determine if it will apply its discretion to permit the office accommodation on the site.

Comment:

CBH has established its workers accommodation on the subject land and now seeks to build the administration centre (office) adjacent to the accommodation. As proposed, the development is estimated to cost \$1.1m and will be completed within 3 months from an approval.

The site of the application is about four hectares with a 360-metre frontage to Orchard Street. It is largely vacant except for the newly completed accommodation and a house located towards the eastern end of the lot more than 100 metres from the proposed office building.

There is very little adjoining the block with the Koorda Drive In opposite on Orchard Street, the golf course on the northern boundary and light industry including CBH bulkheads and the Shire depot across Aitken Road, the southern entrance to the town.

The following image depicts the block in relation to the townsite and surrounding industry and amenities.



As mentioned, the office DA application before Council follows approval in 2023 of worker accommodation on the site which is now operational. The accommodation fit with the Local Planning Strategy - endorsed by the WAPC in December 2014 – that defined the site residential and with the recognition that the provision of residential land supply is to meet a variety of lifestyle needs.

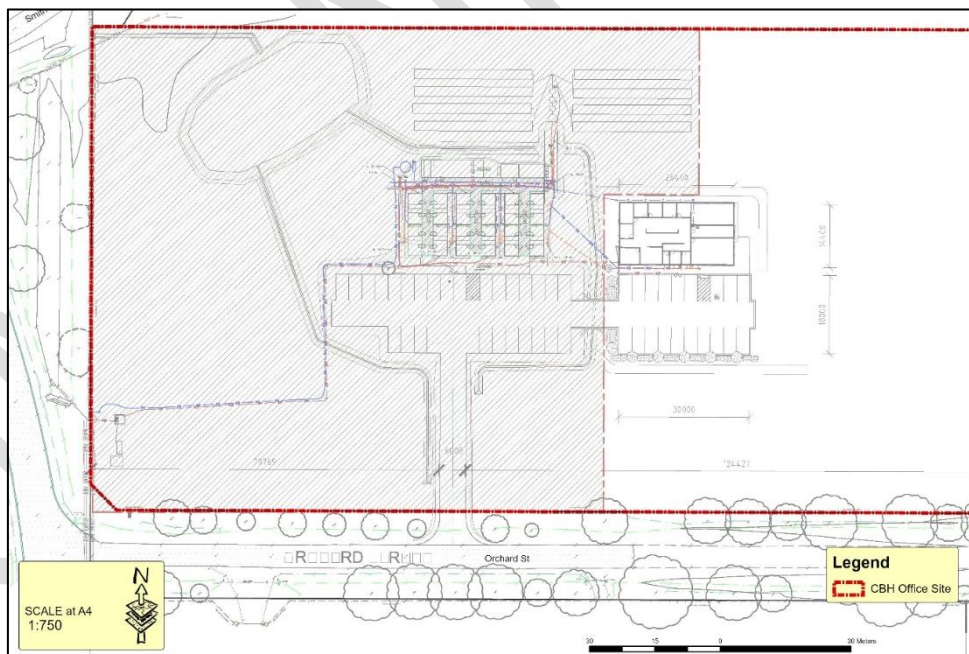
The current DA application for the office building was pre-empted at the time of the application for the worker's accommodation, and Council essentially approved the works in principle by endorsing an amendment to the Local Planning Scheme for the addition of additional uses under the D classification.

The DA application for the office building is accompanied by several documents – attached as CBH Koorda – Office DA Package – which include:

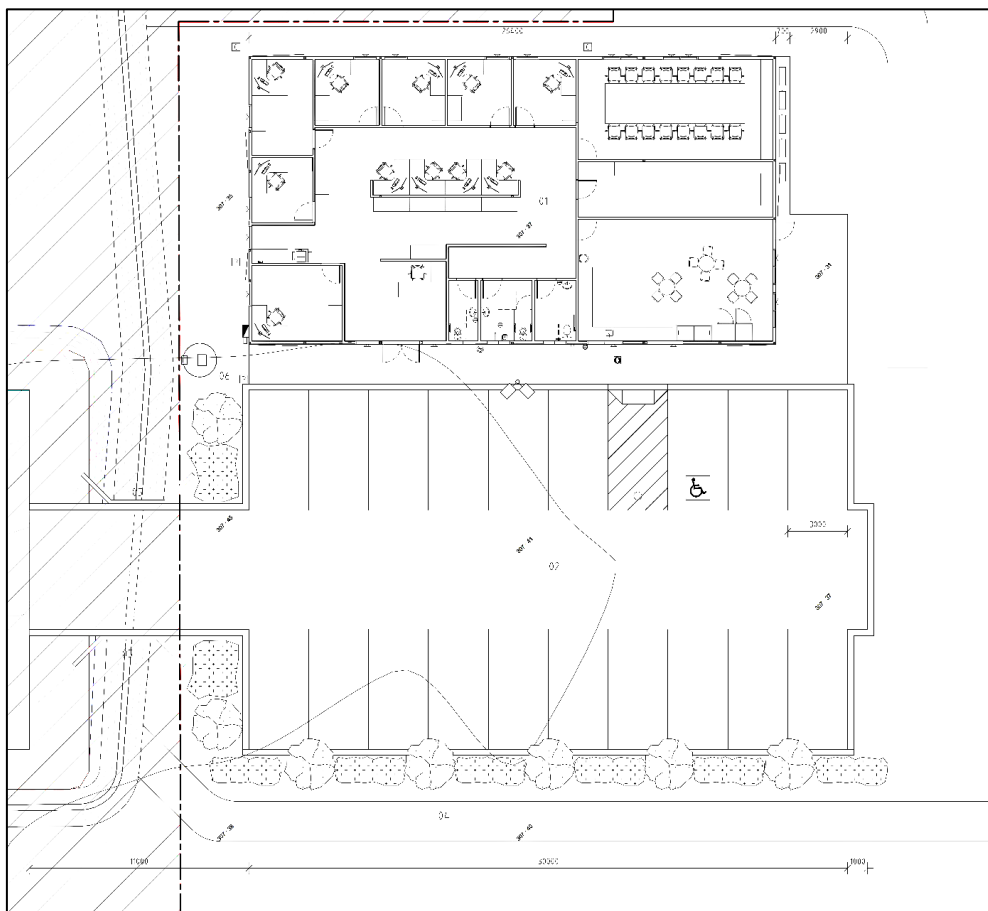
- A covering letter from CBH
- Completed and signed Application for Development Approval form
- A copy of the Certificate of Title
- Development Plans – including Site Plan, Floor Plan and Elevations
- Landscaping Plan
- Traffic Impact Statement
- Bushfire Attack Level Assessment Report
- Updated Stormwater Management Plan

It is the documents associated with the last five points above that have most relevance to Councils determination.

Starting with the **Development Plans**, the following graphic – taken from the attached DA Package - shows the proximity of the proposed office to the east of the existing accommodation and the plan to use a common access to Orchard Street. The existing workers accommodation and effluent disposal is shown in the shaded part of the graphic.



The following graphic depicts more detail of the office configuration and parking area.



The next component listed in the DA application is the **Landscaping Plan** which in the DA comprises one page following the seven pages of the site and building plans. When reviewing the attached DA pack, it can be overlooked but is the last of the plans with the notation 2 of 6 in the lower right corner. As shown, it shows the location where various nominated trees and shrubs will be planted around the carpark. There is no indication of reticulation.

The nominated flora on the Landscaping Plan page seem to align with that planted at the existing workers accommodation. As per the attached workers accommodation approval, a condition included the lodgement of a Landscaping and Maintenance Plan for the site. Both the Shire and CBH have been unable to confirm if that plan was lodged – largely due to both organisations having a change in key staff since February 2023. However CBH has now provided, separate to the DA documents, a plan for all landscaping works at the site (as attached).

Current landscaping at the site comprises a band of woodchips with a scattering of shrubs and trees planted around the entrance and workers accommodation. The existing flora also do not seem to be reticulated which will impair growth.

The **Transport Impact Assessment** provided as part of the DA confirms that this development is unlikely to create any traffic movements that would be unacceptable. The TIS concludes the peak vehicle movements generated by the development will be 19, which is within the threshold of low impact (according to the WAPC Transport Impact Assessment Guidelines) and can be accommodated within the existing capacity of the network.

Regarding the **Bushfire Attack Level Assessment**, the site is completely within the Bushfire Prone mapping area and so required a Bushfire Management Plan (BMP) at the time of the workers accommodation DA approval. This was prepared in accordance with the requirements outlined in State Planning Policy 3.7 - Bushfire and the associated Planning for Bushfire Guidelines.

The BAL report completed for the office DA has been prepared by a qualified consultant with the recommendation of a BAL12.5 classification. A full Bushfire Management Plan is not required for the DA as it is classified as commercial, not residential, and as such has reduced requirements. In effect the office however will benefit from the plan created for the workers accommodation.

The **Stormwater Management Plan** seems to have been prepared by CBH in-house and assesses the forecast drainage resulting from the addition of the new office development. It is in the interests of CBH, and the Shire, that the facility is not affected by flood waters and that drainage is totally contained on site. The SMP states that the basin and channels designed to collect on-site drainage for the accommodation are also adequate to cater for the additional drainage from the proposed office building and carpark.

In summary, the proposed office accommodation helps facilitate the Shire's primary industry and as such the DA should be supported by Council.

As with the workers accommodation, though likely subject to activity due to shift work, the site is well separated from the town's main residential areas and would be expected to have minimal impact. It is located back from the southern entrance to the town, though the proposed landscaping should help mitigate any visual impact for the office development.

In addition, the decision by Council to support the Town Planning Scheme amendment in 2024 to create the additional use for offices under the D was intended to facilitate the later construction of the office accommodation. As detailed, the D condition allows Council to use its discretion to approve a development that would otherwise not be permitted in a residential area.

Consultation:

Paul Bashall, Principal, Planwest
Emma Haak, Planning and Approvals Lead, CBH Group
Lana Foote, Deputy Chief Executive Officer

Statutory Implications:

Planning and Development Act 2005
Shire of Koorda Local Planning Scheme No.3

Policy Implications:

Nil.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024
2.1 - Our local economy grows in a sustainable manner
4.1 - Open and Transparent Leadership

Risk Implications:

Risk Profiling Theme	Delays in project construction and delivery
Risk Category	Reputational
Risk Description	Community may assume delays the consequence of Shire actions
Consequence Rating	Insignificant (1)
Likelihood Rating	Unlikely (2)
Risk Matrix Rating	Low (2)
Key Controls (in place)	Communication through usual channels of Council decision
Action (Treatment)	Nil
Risk Rating (after treatment)	Adequate

Financial Implications:

Nil.

Voting Requirements: Simple Majority

Absolute Majority

Officer Recommendation

Resolution 120526

Moved Cr GL Boyne

Seconded Cr GW Greaves

That Council approve the development Application for the CBH office as presented with the following conditions and advice notes:

- 1. The development being constructed in accordance with the Stormwater Management Plan, with all drainage contained on site, with the site drainage and effluent disposal to be monitored and operated to the satisfaction of the local government.**
- 2. The development being constructed and maintained in accordance with the Bushfire Attack Level 12.5 to the satisfaction of the local government.**
- 3. The establishment of the proposals contained in the Landscape Plan with on-going maintenance of landscaping, to the satisfaction of the local government.**
- 4. Implement traffic management procedures to prevent vehicles exceeding 12 tonnes to be parked within the development area and adjacent residential-zoned area.**

Advice Notes

- 1. If the development, the subject of this approval, is not substantially commenced within a period of 24 months from the date of the approval, the approval will lapse and be of no further effect. For the purposes of this condition, the term “substantially commenced” has the meaning given to it in the Planning and Development (Local Planning Schemes) Regulations 2015 as amended from time to time.**
- 2. If an applicant or owner is aggrieved by this determination, there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.**
- 3. The applicant is advised that granting of development approval does not constitute a building permit and that an application for relevant building permits must be submitted to the Shire of Koorda and be approved before any work requiring a building permit can commence on site.**


CARRIED: 6/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr GL Boyne, Cr BH Moore

5.45pm – Cr NJ Chandler returned to the Chambers.

12. OFFICER'S REPORTS – GOVERNANCE & COMPLIANCE

12.1 Health Local Law Review

Governance and Compliance		
Date	14 May 2026	
Location	Koorda Shire	
Responsible Officer	Zac Donovan, Chief Executive Officer	
Author	As above	
Legislation	Local Government Act 1995 (sections 3.12, 3.13 and 3.16)	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	Koorda Health Local Law	

Background:

Amendments to the Local Government Act 1995, from the ongoing sector reform process, now require local laws to be reviewed every 15 years instead of the previous 8-year cycle. However local laws that had not been reviewed since 2018 are required to be reviewed before moving to 15-year reviews.

The Shire of Koorda has six local laws of which one, the Health Local Law (attached), falls into the category of requiring immediate review and for Council to decide if it should be amended or repealed.

The purpose of the item is to provide Council with a copy of the existing Shire of Koorda Health Local Law, and to detail the review process and timing so to proceed with the review of the local law.

Comment:

As mentioned, the Shire of Koorda has six local laws, the most recent of which is the Caravan Park Local Law. The table below details the Shire's six local laws and the various details as to commencement, amendment and most recent review dates for each.

Local Law	Review Due	Original Adoption	Most Recent Review	Details of Last Review	Last Amended	Details of Last Amendment
Caravan Park	2040	2025	-	-	-	RES: 180225 RES: 150325 RES: 070425 RES: 100525
Cemeteries	2033	1930	2018	RES: 070518	2010	
Dog	2033	2000	2018	RES: 070518	2010	
Health	2025	2010	2017	RES: 070717	2012	RES: 120212
Local Government Property	2033	2000	2018	RES: 070518	2018	RES: 060618 RES: 081018
Standing Orders	2033	2017	2018		2018	RES: 050618 RES: 071018

As shown, the Health Local Law was last review prior to 2017 – as such it is not afforded the 15-year review cycle – and is now overdue for review. Without the amendments to the review timing, four other Shire local laws would also need to be reviewed this year.

To assist Council in reviewing a local law, the Act (s3.16) steps out a process by which the community needs to be advised of the review, the local law is made available for the community to inspect for at least six weeks with the option to make submissions for Council to consider.

For the Shire, the timing of the Health Local Law review coincides with development of the local Public Health Plan, which is intended to be presented to Council by the 20 June Ordinary Council Meeting, and as such should provide additional insights for Council to consider in determining the local law.

Should the local PHP not be available for the June OCM, the Shire has a contingency to present the document at the 15 July OCM with approval from the WA Chief Health Officer to lodge the final version in July. Should this transpire the local law review timetable will be adjusted to accommodate.

In addition, the Shire will engage the law firm that assisted with the Caravan Park Local Law to conduct a review of the Koorda Health Local Law for alignment with contemporary legislation and any required amendments will be completed and presented to Council with any community submissions.

Consequently, the timetable for the review of the Shire of Koorda Health Local Law is proposed as follows:

Timing	Milestone
20 May	Outline of process and timing to OCM for Council to resolve to proceed with review
22 May	Commence independent legal review of existing local law against current legislation
25 May	Public notice of the local law review and opportunity to make submissions
17 June	Local Public Health Plan Strategy presented to Council for adoption
6 July	End of public submission period
15 July	Summary of submissions to July OCM for Council decision to amend or repeal.

The extent of any amendments to the Health Local Law will determine if the Shire needs to readvertise the proposed amendments and undertake another public submission period or proceed to adopt the local law (with amendments) and advise the Minister and publish in the Government Gazette.

After the reviewed local law is advertised in the Gazette, the Shire will need to advertise the title of the local law, provide a summary as to its purpose and date it comes into operation, and ensure it is included on the Shire's website.

Significant changes to the Shire's Health Local Law – which include if Council decides it should be repealed - will require the process to be repeated with a new public notice and submissions period, additional decision by Council, advice to the Minister and publication in the Gazette.

Consultation:

Lana Foote, Deputy Chief Executive Officer

Statutory Implications:

Local Government Act 1995 (sections 3.12, 3.13 and 3.16)

Policy Implications:

Nil.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1 - Open and Transparent Leadership

Risk Implications:

Risk Profiling Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Category	Compliance
Risk Description	Some temporary non-compliance
Consequence Rating	Minor (2)
Likelihood Rating	Unlikely (2)
Risk Matrix Rating	Low (2)
Key Controls (in place)	Timetable as presented in item
Action (Treatment)	Nil
Risk Rating (after treatment)	Adequate

Financial Implications:

Up to \$3000 in legal fees to review against existing legislation

Voting Requirements:

Simple Majority

Absolute Majority

**Officer Recommendation
Resolution 130526**

Moved Cr BJ Harrap

Seconded Cr GW Greaves

That Council endorse the review of the Shire of Koorda Health Local Law as proposed.

CARRIED BY ABSOLUTE MAJORITY: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

13. OFFICER'S REPORTS – WORKS & ASSETS

Nil.

14. Urgent Business Approved by the Person Presiding or by Decision

Officer Recommendation Resolution 140526

Moved Cr NJ Chandler


Seconded Cr GW Greaves

That Council accepts late items 14.1 Consideration of Koorda Works Committee Terms of Reference V1.1 & 14.2 Draft Budget 2026/27 Roadworks and Plant Replacement Programs to be Received to the May 2026 Council Agenda for consideration.

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

14.1 Consideration of Koorda Works Committee Terms of Reference V1.1

Governance and Compliance		
Date	15 May 2026	
Location	Not Applicable	
Responsible Officer	Lana Foote, Deputy Chief Executive Officer	
Author	As above	
Legislation	Nil	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	Draft Koorda Works Committee Terms of Reference V1.1	

Background:

The Koorda Works Committee was re-established at the Special Meeting of Council held 20 October 2025 (RES: 191025), following the 2025 Ordinary Local Government Elections.

The Koorda Works Committee's Terms of Reference have been reviewed and as highlighted within the attachment of this item, only minor changes have been made. The ToR are presented to the Committee for consideration and adoption prior to recommending adoption at the subsequent Ordinary Council Meeting.

Comment:

Appointment of Elected Members to the Works Committee was determined by Council following ordinary local government elections, for a term to expire on the date of the subsequent Ordinary Local Government Elections.

An item will be presented for Council to adopt the terms of reference following this committee meeting.

Consultation:

Nil.

Statutory Implications:

The Koorda Works Committee was re-established by Council (in its current format) under section 5.8 of the Local Government Act 1995 (the Act) (RES: 191025). Part 5, Subdivision 2 of the Act provides for committees including establishment and appointment of members. Part 5, Subdivision 3 of the Act provides for the quorum, voting, decisions and minutes of committees. The Local Government (Administration) Regulations 1996 also make provisions in regards to committees.

Policy Implications:

Shire of Koorda Code of Conduct for Council Members, Committee Members and Candidates

Section 10 of the Shire of Koorda Code of Conduct for Council Members, Committee Members and Candidates provides an expected standard of conduct for council members and committee members appointed to a Committee.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024
4.1 - Open and Transparent Leadership.

Risk Implications:

While it is not a legislative requirement for a Committee to have a TOR, it is common practice and ensures committee members are aware of their role and responsibilities and mitigates the risk of committees acting outside their responsibility.

Financial Implications:

Nil.

Voting Requirements: Simple Majority Absolute Majority

**Committee Recommendation
Resolution 150526**

Moved Cr GL Boyne


Seconded Cr BJ Harrap

That the Koorda Works Committee Terms of Reference be adopted.

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

14.2 Draft Budget 2026/27 Roadworks and Plant Replacement Programs

Governance and Compliance		
Date	18 May 2026	
Location	Not Applicable	
Responsible Officer	Zac Donovan, Chief Executive Officer	
Author	As Above	
Legislation	Local Government Act 1995 Local Government (Financial Management Regulations) 1996	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input type="checkbox"/> Legislative Requirement <input checked="" type="checkbox"/> Information	
Attachments	Draft Plant Replacement Program 2026-2037 Draft Roadworks Plan 2026-27	

Background:

The Shire of Koorda is required to prepare an annual budget ahead of each financial year and have adopted by Council prior to 31 August. A key component in setting the annual Shire of Koorda Budget is the review of planned expenditure on plant replacement and roadworks.

Comment:

The draft plant replacement and roadworks plan for the 2026-27 financial year have been developed in consideration of projected funding allocations and as part of the ongoing long term financial planning.

As shown in the attached Draft Plant Replacement Plan 2026-2037, it is proposed the Shire spend \$922,000 on plant replacement with \$450,000 anticipated to be recovered from trades and auctions, for a net changeover cost of \$472,000. For the previous period the budgeted changeover was \$623,000.

In addition, the Draft Roadworks Plan for 2026-27, proposes \$2.122m in works, of which only \$8,000 is funded by the Shire, compared to \$2.187m in 2025-26 Roadworks Plan. The expenditure is based on the Shire receiving the same grant funding as the previous financial year. Funding not allocated to the capital works program is directed to maintenance works.

In addition, the committee should be aware that the works program is likely to be affected by increasing costs to the shire of the ongoing geopolitical conflict. Already the Shire has experienced a 31 per cent increase in the cost of bitumen.

As it is unknown when the Iran conflict will be resolved, it is impossible for the Shire to plan with certainty for either a return to normal pricing or a further escalation in costs. Consequently, the Shire has set the program based on current known values and will adjust works completed within the funding available.

Both documents are attached for the committee's consideration.

Consultation:

Lana Foote, Deputy Chief Executive Officer
Darren West, Works Supervisor

Statutory Implications:

Local Government Act 1995

Local Government (Financial Management Regulations) 1996

Policy Implications:

Nil.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1 - Open and Transparent Leadership.

Risk Implications:

Risk Profiling Theme	Failure to complete projects on budget
Risk Category	Project
Risk Description	Variation to scope and or objective requiring restructure of project requiring Council approval.
Consequence Rating	Major (4)
Likelihood Rating	Unlikely (2)
Risk Matrix Rating	Moderate (8)
Key Controls (in place)	Project reporting.
Action (Treatment)	Comprehensive plans provided by the item.
Risk Rating (after treatment)	Adequate

Financial Implications:

As detailed in attachments

Voting Requirements:

Simple Majority Absolute Majority

**Committee Recommendation
Resolution 160526**

Moved Cr GW Greaves

Seconded Cr KA Fuchsbichler

Endorse the 2026/2027 Roadworks & Plant Replacement Program for Council to consider in the Draft 2026/2027 Budget.

CARRIED: 7/0

For: Cr JM Stratford, Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr GL Boyne, Cr BH Moore

15. Elected Members' Motions

Nil.

16. Matters Behind Closed Doors

Nil.

17. Closure

The Presiding person thanked everyone for their attendance and declared the meeting closed at 5.48pm.

Signed: _____

Presiding Person at the meeting at which the minutes were confirmed.

Date: 17 June 2026



Shire of
Koorda

Drive in, stay awhile

MINUTES

Works Committee Meeting

Held in Shire of Koorda Council Chambers

10 Haig Street, Koorda WA 6475

Wednesday 20 May 2026

Commencing 4.00pm

UNCONFIRMED

NOTICE OF MEETING

Dear Works Committee Members,

The next Works Committee Meeting of the Shire of Koorda will be held on Wednesday 20 May 2026 in the Shire of Koorda Council Chambers, 10 Haig Street, Koorda, commencing at 4.00pm.

Zac Donovan
Chief Executive Officer
15 May 2026

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Koorda for any act, omission or statement or intimation occurring during Council or Committee meetings.

The Shire of Koorda disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings.

Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or Committee meeting does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a license, and statement or intimation of approval made by a member or officer of the Shire of Koorda during the course of any meeting is not intended to be and is not to be taken as notice of approval from the Shire of Koorda.

The Shire of Koorda warns that anyone who has any application lodged with the Shire of Koorda must obtain and should only rely on **written confirmation** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Koorda in respect of the application.

To be read aloud if any member of the public is present.

Signed



Zac Donovan
Chief Executive Officer

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UNCONFIRMED

**Shire of Koorda
Works Committee Meeting
4.00pm, Wednesday 20 May 2026**



1. Declaration of Opening

The Chairperson welcomes those in attendance and declares the meeting open at 4.00pm.

2. Record of Attendance, Apologies and Leave of Absence

Committee Members:

Cr GW Greaves	Presiding Member
Cr KA Fuchsbichler	Member (4.20pm)
Cr BJ Harrap	Member
Cr NJ Chandler	Member
Cr BH Moore	Member
Cr JM Stratford	Deputy Member

Staff:

Mr Z Donovan	Chief Executive Officer
Ms L Foote	Deputy Chief Executive Officer
Mr D West	Works Supervisor

Visitors:

Apologies:

Approved Leave of Absence:

3. Public Question Time

Nil.

4. Disclosure of Interest

Nil.

5. Confirmation of Minutes from Previous Meetings

5.1. Works Committee Meeting held on 4 June 2025

[Click here](#) to view the previous minutes

Voting Requirements Simple Majority Absolute Majority

Officer Recommendation

Moved Cr NJ Chandler

Seconded Cr BJ Harrap

That, in accordance with Sections 5.22(2) and 3.18 of the *Local Government Act 1995*, the Minutes of the Works Committee Meeting held 4 June 2025, as presented, be confirmed as a true and correct record of proceedings.


CARRIED: 5/0

For: Cr GW Greaves, Cr BJ Harrap, Cr NJ Chandler, Cr BH Moore, Cr JM Stratford

UNCONFIRMED

6. Officer's Reports

6.1. Consideration of Koorda Works Committee Terms of Reference V1.1

Governance and Compliance		
Date	15 May 2026	
Location	Not Applicable	
Responsible Officer	Lana Foote, Deputy Chief Executive Officer	
Author	As above	
Legislation	Nil	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	Draft Koorda Works Committee Terms of Reference V1.1	

Background:

The Koorda Works Committee was re-established at the Special Meeting of Council held 20 October 2025 (RES: 191025), following the 2025 Ordinary Local Government Elections.

The Koorda Works Committee's Terms of Reference have been reviewed and as highlighted within the attachment of this item, only minor changes have been made. The ToR are presented to the Committee for consideration and adoption prior to recommending adoption at the subsequent Ordinary Council Meeting.

Comment:

Appointment of Elected Members to the Works Committee was determined by Council following ordinary local government elections, for a term to expire on the date of the subsequent Ordinary Local Government Elections.

An item will be presented for Council to adopt the terms of reference following this committee meeting.

Consultation:

Nil.

Statutory Implications:

The Koorda Works Committee was re-established by Council (in its current format) under section 5.8 of the Local Government Act 1995 (the Act) (RES: 191025). Part 5, Subdivision 2 of the Act provides for committees including establishment and appointment of members. Part 5, Subdivision 3 of the Act provides for the quorum, voting, decisions and minutes of committees. The Local Government (Administration) Regulations 1996 also make provisions in regards to committees.

Policy Implications:

Shire of Koorda Code of Conduct for Council Members, Committee Members and Candidates

Section 10 of the Shire of Koorda Code of Conduct for Council Members, Committee Members and Candidates provides an expected standard of conduct for council members and committee members appointed to a Committee.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1 - Open and Transparent Leadership.

Risk Implications:

While it is not a legislative requirement for a Committee to have a TOR, it is common practice and ensures committee members are aware of their role and responsibilities and mitigates the risk of committees acting outside their responsibility.

Financial Implications:

Nil.

Voting Requirements: Simple Majority Absolute Majority

Officer Recommendation

Moved Cr BH Moore

Seconded Cr NJ Chandler

That the Koorda Works Committee Terms of Reference be adopted.

CARRIED: 5/0

For: Cr GW Greaves, Cr BJ Harrap, Cr NJ Chandler, Cr BH Moore, Cr JM Stratford

4.04pm – SUSPEND STANDING ORDERS

Moved Cr JM Stratford

Seconded Cr NJ Chandler

That standing orders be suspended to discuss item 6.2. Draft Budget 2026/27 Roadworks and Plant Replacement Programs.

CARRIED: 5/0

For: Cr GW Greaves, Cr BJ Harrap, Cr NJ Chandler, Cr BH Moore, Cr JM Stratford

4.20 pm – Cr KA Fuchsbichler arrived at the meeting.

Cr JM Stratford returned to a Deputy Member and observed the remainder of the meeting.

4.36pm – RESUMPTION OF STANDING ORDERS

Moved Cr NJ Chandler


Seconded Cr BJ Harrap

That standing orders be resumed as per attendance register.

CARRIED: 5/0

For: Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr BH Moore

6.2. Draft Budget 2026/27 Roadworks and Plant Replacement Programs

Governance and Compliance		
Date	18 May 2026	
Location	Not Applicable	
Responsible Officer	Zac Donovan, Chief Executive Officer	
Author	As Above	
Legislation	Local Government Act 1995 Local Government (Financial Management Regulations) 1996	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input type="checkbox"/> Legislative Requirement <input checked="" type="checkbox"/> Information	
Attachments	Draft Plant Replacement Program 2026-2037 Draft Roadworks Plan 2026-27	

Background:

The Shire of Koorda is required to prepare an annual budget ahead of each financial year and have adopted by Council prior to 31 August. A key component in setting the annual Shire of Koorda Budget is the review of planned expenditure on plant replacement and roadworks.

Comment:

The draft plant replacement and roadworks plan for the 2026-27 financial year have been developed in consideration of projected funding allocations and as part of the ongoing long term financial planning.

As shown in the attached Draft Plant Replacement Plan 2026-2037, it is proposed the Shire spend \$922,000 on plant replacement with \$450,000 anticipated to be recovered from trades and auctions, for a net changeover cost of \$472,000. For the previous period the budgeted changeover was \$623,000.

In addition, the Draft Roadworks Plan for 2026-27, proposes \$2.122m in works, of which only \$8,000 is funded by the Shire, compared to \$2.187m in 2025-26 Roadworks Plan. The expenditure is based on the Shire receiving the same grant funding as the previous financial year. Funding not allocated to the capital works program is directed to maintenance works.

In addition, the committee should be aware that the works program is likely to be affected by increasing costs to the shire of the ongoing geopolitical conflict. Already the Shire has experienced a 31 per cent increase in the cost of bitumen.

As it is unknown when the Iran conflict will be resolved, it is impossible for the Shire to plan with certainty for either a return to normal pricing or a further escalation in costs. Consequently, the Shire has set the program based on current known values and will adjust works completed within the funding available.

Both documents are attached for the committee's consideration.

Consultation:

Lana Foote, Deputy Chief Executive Officer
Darren West, Works Supervisor

Statutory Implications:

Local Government Act 1995

Local Government (Financial Management Regulations) 1996

Policy Implications:

Nil.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1 - Open and Transparent Leadership.

Risk Implications:

Risk Profiling Theme	Failure to complete projects on budget
Risk Category	Project
Risk Description	Variation to scope and or objective requiring restructure of project requiring Council approval.
Consequence Rating	Major (4)
Likelihood Rating	Unlikely (2)
Risk Matrix Rating	Moderate (8)
Key Controls (in place)	Project reporting.
Action (Treatment)	Comprehensive plans provided by the item.
Risk Rating (after treatment)	Adequate

Financial Implications:

As detailed in attachments

Voting Requirements:

Simple Majority Absolute Majority

Officer Recommendation

Moved Cr NJ Chandler

Seconded Cr BH Moore

Endorse the 2026/2027 Roadworks & Plant Replacement Program for Council to consider in the Draft 2026/2027 Budget.

CARRIED: 5/0

For: Cr GW Greaves, Cr KA Fuchsbichler, Cr BJ Harrap, Cr NJ Chandler, Cr BH Moore

7. Urgent Business Approved by the Person Presiding or by Decision

Nil.

8. Date of Next Meeting

The Committee have a preference to meet again in approximately August or September 2026 pending outcomes of quotes.

9. Closure

The Chairperson thanked everyone for their attendance and declared the meeting closed at 4.39pm.

Signed: _____

Presiding Person at the meeting at which the minutes were confirmed.

Date: TBC

Works Committee

Terms of Reference

1. Name

The name of the committee is the Shire of Koorda Works Committee.

2. Head of Power

The committee is established by Council under section 5.8 of the *Local Government Act 1995*.

3. Definitions

TERM	DEFINITION
Act	The <i>Local Government Act 1995</i> .
Council	The body consisting of all council members sitting formally as the Council of Shire of Koorda (“the Shire”).
Chief Executive Officer	The Chief Executive Officer (CEO) of the Shire of Koorda.
Committee	Shire of Koorda Works Committee.
Council Member	A person elected under the Act as a member of Council. Shire of Koorda council members includes the Shire President, Deputy Shire President and Councillors (as defined by the Act).
External Member	A person who is not a council member appointed to the committee with requisite skills, knowledge and experience that compliment the committees objectives.
Member	A person appointed to this committee.

4. Objectives

The Works Committee is established for the purpose of assisting the Council to undertake its role under Section 2.7(2)(a) of the Act to establish and maintain liaison between stakeholders, consider policies associated with plant, assets, roadworks and oversee development and maintenance of the road networks within the municipality.

The objectives of the Committee are:

- To foster liaison and cooperation between the Shire of Koorda and stakeholders associated with the road networks within the district.
- To provide a normalised, proper and formalised forum for the discussion of issues and the formulation of suggestions and/or recommendations on issues associated with the roadworks and maintenance.
- Make recommendations to Council on matters associated with the future development and maintenance of assets.
- To ensure that Townscape/Streetscape issues are given due consideration and value by Council in all its planning, design, implementation and maintenance of the built and natural environment.
- To review the works components of the Shire’s Strategic Resourcing Plan (SRP), which incorporates the Asset Management Plan (AMP) and Long-Term Financial Plan (LTFP).
- To review the Shire’s works budget.
- To meet on special occasions to investigate and/or evaluate urgent works issues.
- To ensure the Shire’s plant and light fleet assets are managed with due regard to Council’s key objectives and goals as specified in the SRP.
- To develop and review asset management policies to guide the acquisition, use and disposal of plant and light fleet assets to make the most of their service delivery and manage the related risks and costs over their entire life.

20 May 2026

- To provide input into Council's long-term budget planning through the development of programs covering plant replacements, and relevant plant and light fleet, significant maintenance cost points.
- Investigate and report to Council on recommendations:
 - Acquisition and disposal of plant and light fleet
 - Major maintenance expenditure on individual items of plant.

5. Powers

The Committee is a formally appointed committee of Council and is responsible to that body.

The Committee has no delegated authority and no authority to implement its recommendations without resolution of Council.

The Committee does not have any management functions and cannot involve itself in management processes or procedures.

The Committee recommendations are advisory only and shall not be binding on Council.

6. Membership

The committee shall consist of three elected members, with a fourth elected member acting as a deputy.

The quorum for a Committee meeting is as per section 5.19 of the *Local Government Act 1995*: at least 50% of members of the committee (whether vacant or not).

The Committee is supported by the Chief Executive Officer and Works Supervisor and their nominees, principally the Deputy CEO.

The Shire shall provide secretarial and administrative support to the Committee.

7. Presiding Member

The Committee is to determine the Presiding Member of the Committee at the first meeting of the Committee immediately following the establishment of the Committee or following each biennial local government election, whichever is applicable.

The Committee is to determine a Deputy Presiding Member of the Committee at the first meeting of the Committee immediately following the establishment of the Committee or following each biennial local government election, whichever is applicable.

If the Presiding Member is absent from a meeting, the Deputy Presiding Member is to preside at that meeting.

The role of the Presiding Member includes:

- a) overseeing and facilitating the conduct of meetings in accordance with the Act and the Shire's *Standing Orders Local Law 2018*;
- b) ensuring all Committee members have an opportunity to participate in discussions in an open and encouraging manner; and
- c) where a matter has been debated significantly and no new information is being discussed, to call the meeting to order and ask for the debate to be finalised and the motion to be put.

In accordance with section 5.14 of the Act, if the Presiding Member and Deputy Presiding Member are not available or are unable or unwilling to perform the function of presiding member (but a quorum is

still reached), then the committee members present at the meeting are to choose who is to preside at the meeting.

8. Meetings

Meetings shall be called as required.

An ordinary or a special meeting of the Committee is to be held:

- a) if called for by either the Presiding Member or at least two Committee members in a notice to the CEO setting out the date and purpose of the proposed meeting; or
- b) if so decided by the Committee; or
- c) if called for by Council.

The Committee may invite, through the CEO, Shire employees, or others to attend meetings and provide pertinent information, where necessary.

9. Minutes

The minutes of the meeting shall be recorded and prepared as per the provisions of section 5.22 of the Act.

The content of the minutes shall be in accordance with regulation 11 of the *Local Government (Administration) Regulations 1996*.

10. Reporting

Recommendations recorded in the minutes arising from the Committee's deliberations shall be presented to the earliest available ordinary meeting of Council.

In the event of a tied vote, where the Presiding Member has exercised a casting vote, the matter will be referred to Council for deliberation.

11. Terms of Appointment

Appointment to the Committee will be determined by the Council following ordinary local government elections, for a term to expire on the date of the subsequent ordinary local government elections.

If a member of the Committee resigns prior to an ordinary local government election, Council will appoint a replacement.

12. Code of Conduct

The Shire's Code of Conduct for Council Members, Committee Members and Candidates applies to all members of the Committee.

13. Public Question Time

Committee meetings are generally open to the public and Public Question Time will be conducted in accordance with the Shire's *Standing Orders Local Law 2018*.

14. Voting

Shall be in accordance with section 5.21 of the Act.

Each voting member of the Committee present at a meeting is entitled to one vote and are required to vote, subject to the provisions of the Act regarding interests.

In the event of a tied vote, the Presiding Member will have a casting vote.

15. Alterations to Terms of Reference

The Committee is to conduct a review of its terms of reference providing Council with recommendations for any changes, in the first instance after twelve months of operation, with subsequent reviews to be held every two years prior to the local government ordinary election.

16. Termination of Committee

Termination of the Committee shall be at the discretion of Council and in accordance with the Act.

Review History

Date	Council Resolution	Description of review/amendment
26/06/2024	RES: 040624	Terms of Reference Adopted
10/06/2024		Terms of Reference endorsed by Works Committee
23/10/2023	RES: 191023	Committee re-established



Shire of
Koorda

Drive in, stay awhile

MINUTES

Audit, Risk & Improvement Committee Meeting

Held in Shire of Koorda Council Chambers

10 Haig Street, Koorda WA 6475

Wednesday 18 March 2026

Commencing 4.00pm

UNCONFIRMED

NOTICE OF MEETING

Dear Audit, Risk & Improvement Committee Members,

The next Audit & Risk Committee Meeting of the Shire of Koorda will be held on Wednesday 18 March 2026 in the Shire of Koorda Council Chambers, 10 Haig Street, Koorda, commencing at 4.00pm.

Zac Donovan
Chief Executive Officer
13 March 2026

DISCLAIMER

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Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or Committee meeting does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a license, and statement or intimation of approval made by a member or officer of the Shire of Koorda during the course of any meeting is not intended to be and is not to be taken as notice of approval from the Shire of Koorda.

The Shire of Koorda warns that anyone who has any application lodged with the Shire of Koorda must obtain and should only rely on **written confirmation** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Koorda in respect of the application.

To be read aloud if any member of the public is present.

Signed



Zac Donovan
Chief Executive Officer

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Shire of Koorda
Audit, Risk & Improvement Committee Meeting
4.00pm, Wednesday 18 March 2026



1. Declaration of Opening

The Presiding person welcomes those in attendance and declares the meeting open at 4.03pm.

2. Record of Attendance, Apologies and Leave of Absence

Committee Members:

Mr Ron Back	Presiding Member
Cr JM Stratford	Member
Cr NJ Chandler	Member
Cr BH Moore	Member

Staff:

Mr Z Donovan	Chief Executive Officer
Ms L Foote	Deputy Chief Executive Officer

Visitors:

Apologies:

Approved Leave of Absence:

3. Public Question Time

Nil.

4. Disclosure of Interest

Nil.

5. Confirmation of Minutes from Previous Meetings

5.1. Audit, Risk & Improvement Committee Meeting held on 17 December 2025

[Click here to view the previous minutes](#)

Voting Requirements Simple Majority Absolute Majority

Officer Recommendation

Moved Cr JM Stratford

Seconded Cr NJ Chandler

That, in accordance with Sections 5.22(2) and 3.18 of the *Local Government Act 1995*, the Minutes of the Audit, Risk & Improvement Committee Meeting held 17 December 2025, as presented, be confirmed as a true and correct record of proceedings.

CARRIED 4/0


For: Mr RJ Back, Cr JM Stratford, Cr NJ Chandler, Cr BH Moore

6. Presentations

Nil.

7. Officer's Reports

7.1. Consideration of 2026 Audit, Risk & Improvement Committee Terms of Reference V3.0

Governance and Compliance		 Shire of Koorda <small>Drive in, stay awhile</small>
Date	12 March 2025	
Location	Not Applicable	
Responsible Officer	Lana Foote, Deputy Chief Executive Officer	
Author	Lana Foote, Deputy Chief Executive Officer	
Legislation	<i>Local Government Act 1995;</i> <i>Local Government (Administration) Regulations 1996</i>	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	Implementation Guide: Audit, Risk and Improvement Committees 2026 Audit, Risk & Improvement Committee ToR V3.0	

Background:

This report proposes amendments to the adopted Terms of Reference (ToR) and the name of the Audit and Risk Committee. These changes are necessary to ensure compliance with recent amendments to the *Local Government Act 1995* (Sections 7.1A and 7.1B), Clause 69 of Schedule 9.3, Division 7, and the *Local Government Amendment Regulations 2024*.

The legislative changes require the establishment of an Audit, Risk and Improvement Committee (ARIC), as previously resolved by Council (RES: 200925). Key requirements include the appointment of an independent Presiding Member and Deputy Presiding Member. Independent members were appointed in accordance with RES: 200925 and reaffirmed under RES: 191025 following the 2025 Local Government Ordinary Election.

The introduction of ARICs marks a significant reform, replacing existing audit committees with a new framework designed to enhance risk management and drive continuous improvement across local government operations.

Comment:

The Koorda Audit, Risk and Improvement Committee's Terms of Reference (Version 3.0) have been updated to reflect these legislative changes and are presented for consideration and adoption by the Committee, prior to recommending endorsement at the March 2026 Ordinary Council Meeting.

The LGIRS implementation guide for ARICs outlines the function of the committee:

- receive and review reports related to local government compliance audits required under the Act and regulations;
- make recommendations to council on actions to be taken in relation to those reports;
- receive and review reports on the effectiveness of the local government's systems and procedures in relation to financial management, legislative compliance and risk management;
- make recommendations to council on improvements to those systems and procedures;
- receive and review reports on any actions the local government is required to take under the Act, or has decided to take in relation to a compliance audit report or report into the effectiveness of the local government's systems and procedures; and

- perform any function conferred on the ARIC under the Regulations or another written law.

Consultation:

Zac Donovan, Chief Executive Officer

Ron Back, Independent Presiding Member, Shire of Koorda ARIC.

Statutory Implications:

Local Government Act 1995 (the Act)

Local Government Amendment Act 2024 (the 2024 Amendment Act)

Local Government (Audit) Regulations 1996 (the Audit Regulations)

Local Government (Administration) Regulations 1996 (the Administration Regulations)

Local Government Regulations Amendment Regulations (No. 4) 2025 (the ARIC Amendment Regulations).

Policy Implications:

Amendments to the ToR will align with Council’s policies, statutory requirements and best practices.

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1 – Open and transparent leadership.

Risk Implications:

While it is not a legislative requirement for a Committee to have a TOR, it is common practice and ensures committee members are aware of their role and responsibilities and mitigates the risk of committees acting outside their responsibility.

Financial Implications:

Nil

Voting Requirements:

Simple Majority Absolute Majority

Officer Recommendation

Moved Mr RJ Back

Seconded Cr NJ Chandler


That the Audit, Risk & Improvement Committee recommends:

That Council adopts the Audit, Risk & Improvement Committee V3.0 Terms of Reference.

CARRIED 4/0

For: Mr RJ Back, Cr JM Stratford, Cr NJ Chandler, Cr BH Moore

7.2. Quarterly Reporting of Integrated Strategic Plan and Workforce Plan

Governance and Compliance		
Date	11 December 2025	
Location	Not Applicable	
Responsible Officer	Zac Donovan, Chief Executive Officer	
Author	Zac Donovan, Chief Executive Officer	
Legislation	<i>Local Government Act 1995;</i> <i>Local Government (Administration) Regulations 1996</i>	
Disclosure of Interest	Nil	
Purpose of Report	<input type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input checked="" type="checkbox"/> Information	
Attachments	Quarterly Scorecard – March 2026	

Background:

Section 5.56(1) of the Local Government Act 1995 requires all local governments to have a plan for the future of the district and under the Local Government (Administration) Regulations 1996, all local governments in Western Australia are required to have adopted two key documents: a Strategic Community Plan (SCP) and a Corporate Business Plan (CBP). Together these documents drive the development of each local government's Annual Budget.

The Integrated Planning and Reporting Framework and Guidelines (2016) issued by the DLGSC that guides the SCP and CBP process require that regular monitoring and reporting of these plans are undertaken. This quarterly update forms part of this key reporting process.

Council adopted the Integrated Strategic Plan 2022-2032 (which incorporates both the SCP & CBP) at its meeting held 20 April 2022. In 2024 a desktop review of the plan was undertaken and the updated plan was adopted at the June 2024 OCM as per resolution 120624.

Community consultation is currently underway to update the Strategic Community Plan, as a major review is due in 2026. It is anticipated that the plan will be drafted for consideration along with the 2026/2027 draft budget cycle.

Comment:

To assist Council to meet its IPR requirements under the Local Government Act 1995, the Local Government (Administration) Regulations 1996, Shire staff have prepared the quarterly report, as attached to this item, for the Committee to consider and, if appropriate, recommend to Council that the quarterly scorecard be adopted and the Integrated Strategic Plan and Workforce Plan components be endorsed for publication.

Consultation:

Lana Foote, Deputy Chief Executive Officer

Statutory Implications:

Local Government Act 1995 and relevant subsidiary legislation.

Policy Implications:

Nil

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024

4.1 – Open and transparent leadership.

4.1.1 – Ensure efficient use of resources and the governance and operational compliance and reporting meets legislative and regulatory requirements.

4.3 – Forward planning and delivery of services and facilities that achieve strategic priorities.

4.3.2 – Report to Council progress of Council Actions using a quarterly score card and report results to community.

Risk Implications:

The Risk Theme Profile identified as part of this report is Failure to Fulfil Compliance Requirements. The consequence could be Compliance if the requirements of both the Local Government Act 1995 and the Local Government (Administration) Regulations 1996 are not met in terms of the Shire having a plan for the future of the district. Another consequence could be Reputational if the public perceives that the Shire does not have the business planning tools in place to manage ratepayer money in transparent and accountable manner. The measure of Consequence is Minor, and the likelihood is Unlikely, giving an overall risk rating of Low. Both risks will be mitigated through adherence to the Integrated Planning and Reporting framework.

Financial Implications:

Nil

Voting Requirements: Simple Majority Absolute Majority

Officer Recommendation

Moved Cr BH Moore

Seconded Cr JM Stratford

That the Audit, Risk & Improvement Committee recommends:


That Council:

- 1. Adopts the quarterly reporting documents to March 2026 as attached to this item; and**
- 2. Endorses the publication of the Integrated Strategic Plan and Workforce Plan components for community information.**

CARRIED 4/0

For: Mr RJ Back, Cr JM Stratford, Cr NJ Chandler, Cr BH Moore

7.3 Review of Financial Management, Risk Management, Legislative Compliance and Internal Controls – Report to the CEO – March 2026

Governance and Compliance		
Date	12 March 2026	
Location	Not Applicable	
Responsible Officer	Zac Donovan, Chief Executive Officer	
Author	Zac Donovan, Chief Executive Officer	
Legislation	<i>Local Government (Audit) Regulations 1996 Regulation 17</i> <i>Local Government Regulations Amendment Regulations (No. 4) 2025</i>	
Disclosure of Interest	Nil	
Purpose of Report	<input checked="" type="checkbox"/> Executive Decision <input checked="" type="checkbox"/> Legislative Requirement <input type="checkbox"/> Information	
Attachments	FRM Report to the CEO - March 2026	

Background:

With the start of 2026, reforms to the *Local Government Act 1995* have changed the way local governments are required to conduct their statutory reviews. The *Local Government Regulations Amendment Regulations (No. 4) 2025* introduced new requirements that replaced Audit Committees with Audit, Risk and Improvement Committees.

Under the amended *Local Government (Audit) Regulations 1996 Regulation 17*, the CEO must now review the effectiveness of the local government's systems and procedures for financial management, legislative compliance and risk management, every 4 years, and report the results to the ARIC.

This reform combines Regulation 17 with the previous financial management review requirements under Financial Management Regulation 5, which has been amended so the financial management system reviews are now undertaken as part of the broader Regulation 17 review.

The CEO is required to report the outcomes of the review of systems and procedures relating to financial management, legislative compliance, and risk management to the ARIC. As per Audit Regulation 16, the ARIC must receive and review this report and provide recommendations to Council regarding any improvements to the systems and procedures reviewed.

During 2025, the Shire requested quotes for appropriate consultants to assist the CEO to perform reviews required by legislation relating to the appropriateness and effectiveness of financial management, risk management, legislative compliance systems and procedures as required by legislation.

Moore Australia WA were engaged to assist with this service and attended the Shire from 19 to 21 January 2026 to perform the required fieldwork and prepare a report to assist the CEO in reporting the results of the reviews performed. The review and associated consulting and advisory services were finalised in March 2026.

The purpose of this item is to present the findings identified from the *Local Government (Audit) Regulations 1996 Regulation 17* review to the Audit, Risk and Improvement Committee (ARIC) for consideration and, if satisfactory, recommendation to Council for noting and, where appropriate, acceptance.

Comment:

The attached report includes summarised matters noted during the review, as well as improvements to be considered by the Shire and where applicable, comments from the executive team in response to some findings.

A risk assessment working excel document, summarising the findings and improvements noted within the report has been prepared for internal use by the executive and integration with routine risk management reporting. This risk assessment working document may assist with future status reports for the Shire of Koorda as improvements are implemented and completed.

OPTIONS

It is proposed the ARIC has the following options:

Option 1: The ARIC could choose to recommend to Council that it accepts the controls noted and planned improvements through routine risk management activities and reporting, and notes no additional treatment is required.

Option 2: The ARIC could choose to recommend to Council that further treatment is required for all or a selection of the Findings.

Regardless of the option selected it is suggested that the AIRC should require ongoing assessment and identification of opportunities for improvement to be reported through quarterly risk management updates. And that these updates be provided on an exception basis, that is progressed changes and improvements to the overarching requirements.

As this report offers a more comprehensive assessment of risk management, the Risk Profile item previously presented to the committee is no longer included. The analysis in this report supersedes the earlier findings.

Consultation:

Lana Foote, Deputy Chief Executive Officer
Darren West, Works Supervisor
Tanya Browning, Director, Moore Australia (WA)

Statutory Implications:

Local Government (Audit) Regulations 1996 Regulation 17
Local Government Regulations Amendment Regulations (No. 4) 2025

Policy Implications:

G - Legislative Compliance V1.0
G- Risk management V1.0

Strategic Implications:

Shire of Koorda Integrated Strategic Plan 2024
4.1 Open and Transparent Leadership

Risk Implications:

Risk Profiling Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Category	Compliance
Risk Description	Some temporary non-compliance
Consequence Rating	Minor (2)
Likelihood Rating	Unlikely (2)
Risk Matrix Rating	Low (4)
Key Controls (in place)	Local Government Act and regulations
Action (Treatment)	Progression of risk management activities as identified
Risk Rating (after treatment)	Effective

Financial Implications:

The review was included in the 2025/2026 budget. It isn't anticipated that any recommended improvements at this stage still incur any additional costs to allocations within the operating budget.

UNCONFIRMED

Voting Requirements: Simple Majority Absolute Majority

Officer Recommendation

That, the Audit, Risk and Improvement Committee recommends:

That Council:

- 1. Accepts the attached report by the CEO noting the results of the review of appropriateness and effectiveness of systems and procedures for Financial Management, Legislative Compliance and Risk Management.**
- 2. Notes the planned approach to integrate updates relating to progress of matters identified and planned improvements noted from the review with routine risk management activities and reporting to the ARIC.**

ALTERNATE MOTION

Moved Mr RJ Back

Seconded Cr NJ Chandler

That, the Audit, Risk and Improvement Committee recommends:

That Council:

- 1. Receives the draft report by Moore Australia (WA) on the appropriateness and effectiveness of systems and procedures for Financial Management, Legislative Compliance and Risk Management;**
- 2. Requests the Chief Executive Officer to respond to Moore Australia (WA) on any matters in the report as to errors, omissions and/or misstatements so that the report can be finalised for the Committees consideration at its next meeting;**
- 3. Requests the Chief Executive Officer to prepare an action plan on matters to do with the appropriateness and effectiveness of systems and procedures of the Shire for consideration at the next meeting of the Committee;**
- 4. Requests the Chief Executive Officer to advise the Committee of any additional resources required to complete the action plan in 2026; and**
- 5. Requests Moore Australia (WA) be invited to make a presentation to the Committee of the findings in the final report at the next meeting of the Committee.**

CARRIED 4/0

For: Mr RJ Back, Cr JM Stratford, Cr NJ Chandler, Cr BH Moore

Reasons for alternate motion

There is a substantial volume of information in the report which requires critical review in a limited timeframe,

The report is a draft and requires a review and response by the CEO as to the items raised.

The report to the Council needs to be from the CEO and should include an action plan for all tasks identified.

Corrective action may require additional resources to undertake the action plan in the immediate timeframe.

Circumstances have prevented Moore Australia (WA) from making a presentation at this month meeting.

8. Urgent Business Approved by the Person Presiding or by Decision

Nil.

9. Date of Next Meeting

4.00pm Wednesday 17 June 2026.

10. Closure

The Chairperson thanked everyone for their attendance and closed the meeting at 4.18pm.

Signed: _____

Presiding Person at the meeting at which the minutes were confirmed.

Date: 17 June 2026

UNCONFIRMED

APPENDIX I – Terms of Reference

Audit, Risk & Improvement Committee

Terms of Reference

1. Name

The name of the committee is the Shire of Koorda Audit, Risk & Improvement Committee.

2. Head of Power

The committee is established by Council under section 5.8 of the *Local Government Act 1995* (C15.09.15).

3. Definitions

TERM	DEFINITION
Act	The <i>Local Government Act 1995</i> .
Council	The body consisting of all council members sitting formally as the Council of Shire of Koorda (“the Shire”).
Chief Executive Officer	The Chief Executive Officer (CEO) of the Shire of Koorda.
Committee	Shire of Koorda Audit and Risk Committee
Council Member	A person elected under the Act as a member of Council. Shire of Koorda council members includes the Shire President, Deputy Shire President and Councillors (as defined by the Act).
External Member	A person who is not a council member appointed to the committee with requisite skills, knowledge and experience that compliment the committees objectives.
Member	A person appointed to this committee.

4. Objectives

The primary objective of the committee is to accept responsibility for the annual external audit and liaise with the Shire’s auditor so that Council can be satisfied with the performance of the Shire in managing its financial affairs.

Reports from the committee will:

- Assist Council in discharging its legislative responsibilities of controlling the Shire’s affairs.
- Ensure openness in the Shire’s financial reporting.
- Liaise with the CEO to ensure the effective and efficient management of the Shire’s financial accounting systems, risk management framework and compliance with legislation.

The committee is to facilitate:

- The enhancement of the credibility and objectivity of external financial reporting.
- Effective management of financial and other risks and the protection of Council assets.
- Compliance with laws and regulations as well as use of best practice guidelines relative to audit, risk management, internal control and legislative compliance.
- The provision of an effective means of communication between the external auditor and Council.
- The reduction of fraud, corruption and misconduct risk as a part of their oversight of financial reporting.

5. Powers

The committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its term of reference. This is in order to facilitate informed decision-making by Council in relation to the legislative functions and duties of the local government that have not been delegated to the CEO.

The committee meets with the auditor of the Shire at least once in every year to satisfy the requirement of section 7.12A(2) of the Act.

The committee does not have executive powers or authority to implement actions in areas over which the CEO has legislative responsibility and does not have any delegated financial responsibility. The committee does not have any management functions and cannot involve itself in management processes or procedures without the approval of the CEO.

6. Functions of the Committee

In accordance with *Local Government (Audit) Regulations 1996*, the committee is to:

- a. Guide and assist the Shire in carrying out:
 - i. its functions under Part 6 of the Act; and
 - ii. its functions relating to other audits and other matters related to financial management.
- b. Guide and assist the Shire in carrying out the local government's functions in relation to audits conducted under Part 7 of the Act.
- c. Review a report given to it by the CEO under regulation 17(3) (the CEO's report) and is to:
 - i. report to the council the results of that review; and
 - ii. give a copy of the CEO's report to Council.
- d. Consider the CEO's three yearly reviews of the appropriateness and effectiveness of the Shire's systems and procedures in regard to risk management, internal control and legislative compliance, required to be provided to the committee, and report to Council the results of those reviews.
- e. Oversee the implementation of any action that the Shire:
 - i. is required to take by section 7.12A(3); and
 - ii. has stated it has taken or intends to take in a report prepared under section 7.12A(4)(a); and
 - iii. has accepted should be taken following receipt of a report of a review conducted under regulation 17(1); and
 - iv. has accepted should be taken following receipt of a report of a review conducted under the *Local Government (Financial Management) Regulations 1996* regulation 5(2)(c).
- f. Perform any other function conferred on the committee by the regulations or another written law.

Additionally, the committee is to:

- a. Review the Shire's draft annual financial report, focusing on:
 - i. accounting policies and practices;
 - ii. changes to accounting policies and practices;
 - iii. the process used in making significant accounting estimates;
 - iv. significant adjustments to the financial report (if any) arising from the audit process;
 - v. compliance with accounting standards and other reporting requirements; and
 - vi. significant variances from prior years.
- b. Consider and recommend adoption of the annual financial report to Council. Review any significant changes that may arise subsequent to any such recommendation, but before the annual financial report is signed.
- c. Address issues brought to the attention of the committee, including responding to requests from Council for advice that are within the parameters of the committee's terms of reference.
- d. Seek information or obtain expert advice through the CEO on matters of concern within the scope of the committee's terms of reference.

6.1. Compliance

The committee's functions in regards to compliance is to:

- a. Review the annual Compliance Audit Return and satisfy itself that the return is supported by appropriate processes and controls.
- b. Provide reasonable confidence about the accuracy of information contained in the Compliance Audit Return and make a recommendation on its adoption to Council.

6.2. Risk Management

The committee's functions in regards to risk management is to:

- a. Ensure the Shire's risk management framework addresses Council's exposure to both strategic and operational risks.
- b. Monitor the effectiveness of the risk management framework through regular reviews and reporting.
- c. Regularly review Council's strategic risk register to check that extreme and high level risk are managed in accordance with the "Risk Management Policy."
- d. Address any specific requests referred from Council in relation to issues of risk and risk management.
- e. At least once every year consider a report from the Shire's Executive Management Team in relation to the management of risk within the Shire, and satisfy itself that appropriate controls and processes are in operation, and are adequate for dealing with risks that impact the Shire.

7. Membership

The committee will consist of three elected members, with a fourth elected member acting as a deputy.

If authorised by the committee, council members attending as observers may participate in the meeting (but are not able to vote).

The CEO and employees are not members of the committee. The Deputy CEO is to provide administrative support to the committee.

Related Documents (Legislation/Local Law/Policy/Procedure/Delegation)

Local Government Act 1995, Section 5.36, 5.39C & 5.40

Review History

Date	Council Resolution	Description of review/amendment
18/12/2023	RES: 111223	Terms of Reference Adopted V2.0
23/10/2023	RES: 191023	Committee Re-established (inclusion of Risk)
15/09/2021	RES: 060921	Terms of Reference Adoption V1.0

Shire of Koorda - Integrated Strategic Plan 2024

Current Review Period : April - June 2026

COMMUNITY PRIORITIES & ACTIONS	COMMENTS
1.1: Local people feel safe, engaged, and enjoy a healthy and peaceful lifestyle.	
<p>1.1.1 - Schedule of quarterly President and CEO meetings with regional representatives from: WAPOL, WACHS and Department of Education representatives.</p>	<p>President met with WACHS Executive regarding re opening of Wallambin Units in Wyalkatchem. Acting OIC Jas attended and was part of the 2026 ANZAC Service. CRC hosting a "Community Cuppa with Jas" on 13 July from 2pm at the CRC. Liaison with WACHS regarding lease extension at the Koorda Health Centre with current contract expiring in January 2027. Ongoing communication with stakeholders.</p>
<p>1.1.2 - Secure medical practitioner for Koorda for two days per week.</p>	<p>Complete.</p>
<p>1.1.3 - Complete agreement with CRC to define and implement a schedule of events and activities to enhance community lifestyle and engagement.</p>	<p>Ongoing weekly CEO meetings with CRC to develop community activities and leverage Shire assets/events.</p>
1.2: Local volunteer groups supported through initiatives that reduce volunteer fatigue and strengthen their resilience.	
<p>1.2.1 - Create a register of volunteers' skills and availability and hold an annual event (via CRC agreement) to recognise registered volunteers.</p>	<p>Recognition of Volunteer in Volunteer Park. Plaques have been installed on the entry wall honouring Community Award winners.</p>
<p>1.2.2 - Review and refine community grants program as required.</p>	<p>Advertising to commence for Round 1 of 2026/2027 Grants Program in the coming weeks. Grant applications are being accepted from Wednesday 1 July to Friday 31st July. A pool of \$10,000 is available in round 1 with applicants able to apply for up to \$5,000 in a single application.</p>
<p>1.2.3 - Develop grants communication strategy in concert with CRC to alert community groups to opportunities.</p>	<p>Subscribed to Grant Guru. Koorda CRC to advise local groups and organisations of any applicable grants.</p>
1.3: Emergency services are supported with effective planning, risk mitigation, response, and recovery.	
<p>1.3.1 - Work with emergency service stakeholders to ensure the Shire and Volunteers meet DFES training and WHS standards.</p>	<p>Inclusion of three starlink services in the 2026/2027 budget considerations for installation in fire appliances to ensure crews have consistent access to communications in remote parts of the Shire. Ongoing discussion with CBFCO of DFES to finalise date for local brigade familiarisation activity with new tanker. Local Emergency Management Arrangements and Bushfire Operational Guidelines adopted at recent LEMC and BFAC meetings.</p>
<p>1.3.2 - Conduct regular LEMC and BFAC meetings and exercises with outcomes reported to community.</p>	<p>Next Local Emergency Management Committee (LEMC) meeting to be held 4.30pm Thursday 25th June 2026 in the Shire Chambers. BFAC exercise to coincide with DFES availability of new appliance exercise.</p>
<p>1.3.3 - Establish closer links to regional emergency services and participate in regional exercises.</p>	<p>Continued advocacy to secure shared CESH. Great Eastern Country Zone signed an MOU in 2022 for resource sharing during bushfires.</p>
2.1: Our local economy grows in a sustainable manner.	
<p>2.1.1 - Review planning framework and scheme to ensure contemporary and compliant and engage community and business input to confirm will meet needs and expectations of stakeholders.</p>	<p>Community survey for Strategic Community Plan offered to local business to contribute. CEO formal request of Planning Minister - with support of local MLA - for state planning policy to include rehabilitation trust as defined in the shire tree farming policy. No response received. LPS Amendment 2 (L19 Orchard St) and 3 (Grouped Rural Dwellings) advertised in Government Gazette.</p>
<p>2.1.2 - Develop continuity plans for power and telecommunications infrastructure and advocate requirements with other levels of government and regional stakeholders as required.</p>	<p>Inclusion of three starlink services in the 2026/2027 budget for installation in fire appliances to ensure crews have consistent access to communications in remote parts of the Shire. Agreement for DFES access to shire-owned communications tower endorsed by February OCM. CEO attended webinar on potential for new NBN low orbiting satellite trial to surpass need for Telstra ATU system during emergency loss of communications.</p>
<p>2.1.3 - Develop local supplier panel to support and streamline local purchasing by Shire.</p>	<p>Not commenced</p>
<p>2.1.4 - Create economic development strategy in consultation with community and business to identify unique proposition and operational barriers.</p>	<p>NEWROC progressing micro grid concept. NEWROC economic development strategy completed. Provide basis for local consultation.</p>
<p>2.1.5 - Complete community infrastructure projects including Business Buzz and Green Heart townscape projects, and the Recreation Precinct phases 2 and 3.</p>	<p>Paving and limestone steps completed at the Rec Centre. New fencing and shade sails installed at playground. Allocation in 2026/2027 budget for new playground.</p>

<p>2.1.6 - Develop Shire Housing Strategy to include expanded short-term and worker accommodation.</p>	<p>Council has developed a housing matrix for the 2026/2027 budget to set more equitable rental charges for shire-owned properties, based on factors such as size, condition, and age. The matrix introduces a consistent base rate with additional adjustments reflecting property specifications. Staff rental arrangements have also been updated, with tenants now set to pay the standard rate less a \$50 per week housing allowance, improving alignment with existing staff housing support. NEWROC Housing Strategy report complete. NEWTravel Accommodation and Market Expansion Project complete.</p>
<p>2.2: Tourism helps to diversify and grow our local economy.</p>	
<p>2.2.1 - Undertake redevelopment of Drive-In facilities and develop and implement promotion strategy.</p>	<p>Allocation in 2026/2027 budget for drive in upgrades. To apply for lotterywest grant to subsidise upgrades.</p>
<p>2.2.2 - Investigate enhancing tourist experience with free Wi-Fi at Yalabee Units and Caravan Park.</p>	<p>Website upgrades currently underway will allow for online bookings at the Caravan Park and Yalabee Units. The Caravan Park had the most visitors ever for the summer "off season" period. A 74% increase (153 more) in visitor numbers for the November to February visitation period in 2025-2026, 358 in total that stayed an average of 2.2 nights.</p>
<p>2.2.3 - Investigate a unique event that leverages the Shire's assets to attract visitors and tourists.</p>	<p>To be commenced</p>
<p>3.1: Shire owned facilities are renewed and maintained in a strategic manner to meet community needs.</p>	
<p>3.1.1 - Review asset management program to include asset life planning and replacement with defined scheduled maintenance program.</p>	<p>To finalise SRP following community consultation for major Strategic Community Plan review and 2026/2027 draft budget discussions. The 2025-2035 Strategic Resourcing Plan (incorporating the long term financial plan and asset management plan) is currently being drafted for consideration at a future Council Meeting.</p>
<p>3.1.2 - Develop and implement online user maintenance request system.</p>	<p>Online system implemented. To continue improvements to streamline end user experience and increase efficiencies within Shire.</p>
<p>3.2: Safe, efficient, and well maintained road, and footpath infrastructure.</p>	
<p>3.2.1 - Review and enhance existing road construction and maintenance strategy to align with changing funding provision and opportunities.</p>	<p>White line painting works undertaken at various give way intersections around town. Works Committee scheduled to meet again in August-September to review costs of roadworks with current geopolitical impact. Main Roads direct grant allocation for 2026/2027 increased by 8.1% to \$248,178. Continuation of Harvest Road RAV increase. Endorsement of RAV 7 status for the period 1 October 2025 to 31 January 2026. The following works policies have been adopted; "W - Access Road Construction and Road Reserve Closure," "W - Roads - Construction, Clearing and Grading"</p>
<p>3.2.2 - Road asset review to determine routes and develop works program required to support future industry requirements.</p>	<p>Continuation of Harvest Road RAV increase. Endorsement of RAV 7 status for the period 1 October 2025 to 31 January 2026. (Full list of roads available in July 2025 Minutes)</p>
<p>3.3: A high standard of sustainable waste services.</p>	
<p>3.3.1 - Construct waste transfer station to extend life of existing landfill and to prepare for regional solution.</p>	<p>NEWROC successful in receiving \$521,664 from the Recycling Modernisation Fund for the construction of NEWROC Transfer Stations. Project funding (including NEWROC contribution) is \$782,496, of which Koorda will receive 1/9th share (\$87,000) within the 2026/2027 Budget. Shire staff inspecting waste landfill daily. CCTV installed at entrance and inside Landfill site to ensure proper waste disposal and observe trends.</p>
<p>3.3.2 - Continue to work towards a Regional Waste solution with NEWROC.</p>	<p>NEWROC successful with grant application for Recycling Modernisation Fund. Shire of Mt Marshall confirmed with NEWROC identified site. November NEWROC meeting resolved that Mount Marshall and Wyalkatchem CEOs continue to develop costings for regional solution.</p>
<p>3.4: Conservation of our natural environment for future generations.</p>	
<p>3.4.1 - Develop Shire strategy for renewable energy options to trial prior to implementation.</p>	<p>Western Power has provided formal correspondence to support Micro Grid proposal.</p>
<p>3.4.2 - Partner with Wheatbelt NRM and DWER for future grant and project opportunities.</p>	<p>Grant opportunities monitored. To be circulated if/when available to community or relevant applicants.</p>
<p>3.4.3 - Identify climate change initiative that Shire can implement and involve community in development and implementation.</p>	<p>Switch Your Thinking do-it-yourself "Energy Audit Kit" available to borrow from the Library for residents/business owners to undertake energy audits at their home/business.</p>
<p>4.1: Open and Transparent Leadership.</p>	

<p>4.1.1 - Ensure efficient use of resources and that governance and operational compliance and reporting meets legislative and regulatory requirements.</p>	<p>Following the field work in January 2026 for the four-yearly Audit Regulation 17 and Financial Management Regulation Review, a report with various recommended improvements was tabled to the March 2026 Audit, Risk & Improvement Committee. To date almost 30% of findings have been resolved, with another 30% currently in progress.</p> <p>From the 2025/2026 Interim Audit visit in March 2026, no management findings were reported. Final Audit visit is scheduled for August 2026.</p>
<p>4.1.2 - Ongoing refinement of organisational structure and capacity, and alignment of resources with strategic Community, Economic and Environmental priorities.</p>	<p>In addition to the community survey online, two community consultation sessions have been conducted and the survey has been offered to local business input.</p> <p>Community survey currently open for the 4-year major review of the Strategic Community Plan. Corporate Business Plan to be updated to align resources to the SCP initiatives.</p> <p>Workforce Plan 2025-2029 adopted at September 2025 OCM.</p> <p>Shire exploring engagement of Dowerin Work Camp employment program.</p>
<p>4.1.3 - Develop communications strategy and scheduled tactics to engage and report outcomes to community and business stakeholders.</p>	<p>Business banners along entry road from Dowerin/Wyalkatchem upgraded and installed.</p> <p>Following on from community consultation for Strategic Community Plan (SCP), two priority actions identified were "Community Engagement & Consultation" and "Economic Development & Business Support." Council and Staff currently working through survey results to ensure actions align with community expectation.</p> <p>Monthly "Council Meeting Minutes Summary" advertised to inform community of recent Council resolutions.</p>
<p>4.1.4 - Initiate annual customer satisfaction and perceptions survey and report results to community.</p>	<p>Following adoption of the 2026/2027 budget, an Annual Community Budget Workshop will be held. This workshop will present key findings from the Strategic Community Plan (SCP) survey, outlining how community feedback has shaped priorities and actions. This will help demonstrate a clear link between community input and Council decision-making.</p> <p>The Strategic Community Plan survey received 43 responses with the top six suggested areas of focus being: economic development, roads, spotting facilities, crime prevention, drive in and parks/playgrounds.</p>
<p>4.2: Investment in the skills and capabilities of our elected members and staff.</p>	
<p>4.2.1 - Develop professional development programs for staff and elected members.</p>	<p>New elected members currently undertaking Council Member Essential Training.</p> <p>Elected Member Training: Great Eastern Country Zone holding in-person training for newly elected members in early 2026.</p> <p>Staff members encouraged to undertake regular training applicable to their roles.</p>
<p>4.2.2 - Align staff culture development program with practical skills development and strategic planning.</p>	<p>Admin staff attended NEWROC training day on 29 April on Essential Supervision Skills and Psychologically safe and inclusive Local Governments. Outside crew undertook 4 days of traffic management training (18 - 21 May).</p> <p>Staff encouraged to participate in Strategic Community Plan survey.</p> <p>Managers and Staff encouraged to keep an eye out for appropriate training.</p>
<p>4.2.3 - Set Elected Member SAT band allocation at 80 per cent for Band 4 Local Government.</p>	<p>Elected Member Fees to remain at current level for the 2026/2027 budget.</p> <p>60% allocation included in 2025/2026 Budget with view to progressive achievement of 80% objective.</p>
<p>4.3: Forward planning and delivery of services and facilities that achieve strategic priorities.</p>	
<p>4.3.1 - Enhance service delivery through mutually beneficial partnerships with neighbouring Local Governments and Band 1 Local Governments.</p>	<p>Finalising agreement with City of Wanneroo for planning support services.</p> <p>Partnerships continue to be maintained with the City of Wanneroo for Health Services and Shire of Chittering for Building Services.</p>
<p>4.3.2 - Report to Council progress of Council Actions using a quarterly score card and report results to community.</p>	<p>To work on format of quarterly report once new Strategic Plan adopted to make more engaging for community members.</p> <p>Quarterly reporting undertaken and reported to Council and the Community.</p>

Shire of Koorda - Workforce Plan 2025

Current Review Period : April - June 2026

WORKFORCE OBJECTIVE & ACTIONS	COMMENTS
1: Attracting and selecting the right people.	
1.1 - Strengthen the Shire's employment brand, promoting lifestyle, housing, and community benefits that support recruitment to rural areas.	Completed - Consistent branding and messaging implemented within advertising for vacancies.
1.2 - Provide flexible work arrangements and promote the Shire as an inclusive and family-friendly workplace.	Completed - Flexible work arrangements in place.
1.3 - Develop a contemporary induction and orientation program that links employee roles to the Shire's strategic objectives and values.	Completed - Induction process in place.
1.4 - Explore innovative attraction strategies (e.g. regional talent sharing, graduate programs, partnerships with local schools and TAFEs).	NEWROC project to develop shared service options.
2: Developing a flexible, innovative and capable workforce.	
2.1 - Provide structured professional development pathways aligned to both organisational needs and individual aspirations.	Admin staff attended NEWROC training day on 29 April on Essential Supervision Skills and Psychologically safe and inclusive Local Governments. Outside crew undertook 4 days of traffic management training (18 - 21 May). Professional development a focus in annual performance reviews. Staff also encouraged to advise managers of any job appropriate training they may like to undertake.
2.2 - Review and upgrade financial, administrative, and digital systems to improve efficiency, data quality, and service delivery.	Following the field work in January 2026 for the four-yearly Audit Regulation 17 and Financial Management Regulation Review, a report with various recommended improvements was tabled to the March 2026 Audit, Risk & Improvement Committee. To date almost 30% of findings have been resolved, with another 30% currently in progress.
2.3 - Embed a strong workplace health, safety, and wellbeing culture that supports compliance with WHS and DFES training standards.	Ongoing meeting with key staff and LGIS Regional Risk Coordinator to prepare for Tier 2 review. Next meeting due 8 July. LGIS Tier 2 review scheduled for October.
2.4 - Develop cross-skilling and digital capability programs to increase flexibility and service continuity.	Ongoing creation and refinement to operational procedures and guidelines for admin tasks to ensure service continuity when key staff are away.
3: Retaining and engaging our valued workforce	
3.1 - Provide acting opportunities and career pathways that build capability and support succession planning.	Expansion of skill base for staff to learn aspects of colleagues jobs to be able to assist during periods of leave. Job task instructions created to ensure seamless handover in unexpected leave.
3.2 - Foster a culture of open communication and collaboration across all levels of the organisation.	Staff encouraged to participate in Strategic Community Plan survey. Monthly depot crew breakfast and quarterly admin team lunch to provide any important council updates. Monthly "Council Meeting Minutes Summary" to inform staff of recent Council resolutions.
3.3 - Review meeting structures to ensure they are purposeful, productive, and aligned with strategic outcomes.	Admin team meetings when required.
3.4 - Encourage participation in whole-of-organisation and community activities that strengthen belonging and wellbeing.	Admin team attended NEWROC training day. NEWROC coordinated workplace behaviour training on 28 April. Annual Christmas Function well attended by Staff & Councillors.
3.5 - Review and simplify the performance management framework to focus on growth, recognition, and alignment with strategic objectives.	Simplified performance management framework in place. Reviewed annually prior to annual review to ensure appropriate.
3.6 - Recognise and celebrate workforce contributions in line with how the Shire recognises volunteers and community efforts.	Monthly depot crew breakfast. Quarterly admin team lunch.
4: Developing a strategic workforce for improved performance.	
4.1 - Develop clear role documentation (job task instructions, key contacts, and annual calendars) that align staff duties with ISP priorities.	Continued refinement to documentation. Microsoft planner utilised to plan annual and future compliance tasks. Job task instructions created frequently when new tasks arise within the admin team.
4.2 - Develop succession and workforce continuity plans for critical and specialist roles.	Expansion of skill base for staff to learn aspects of colleagues jobs to be able to assist during periods of leave. Job task instructions created to ensure seamless handover in unexpected leave.
4.3 - Maintain contemporary human resource policies and procedures that support compliance, transparency, and equity.	NEWROC have engaged a consultant to undertake reviews of operational policies across all shires to come up with a set of common policies. Draft employee policies to be reviewed and endorsed, to finalise early 2026.

4.4 - Align workforce planning with forward service and infrastructure planning, ensuring the Shire has the right skills for delivery.

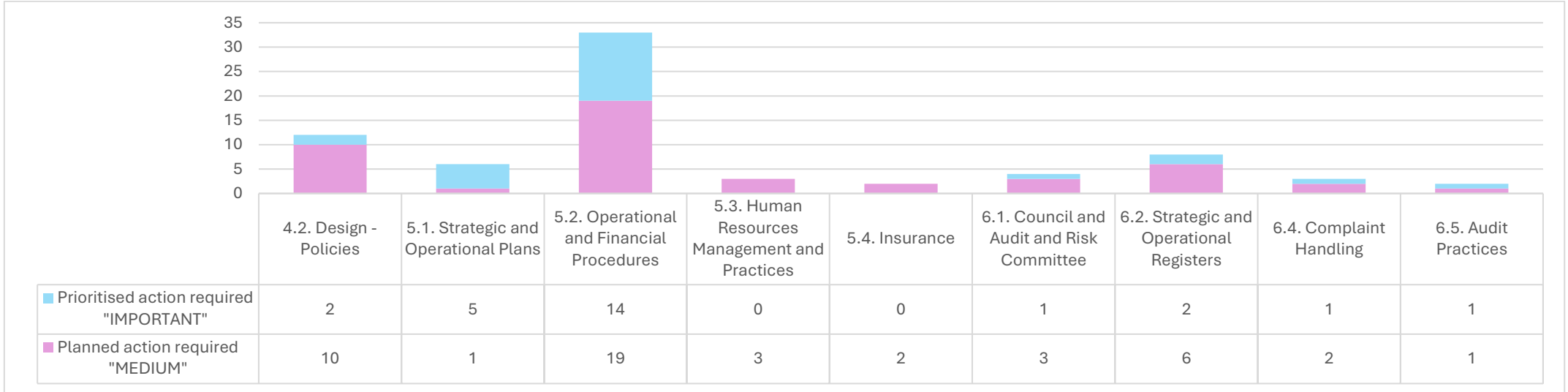
Workforce plan 2025-2029 update considered forward service and infrastructure planning.

4.5 - Partner with neighbouring Shires and regional bodies to share training and workforce development opportunities.

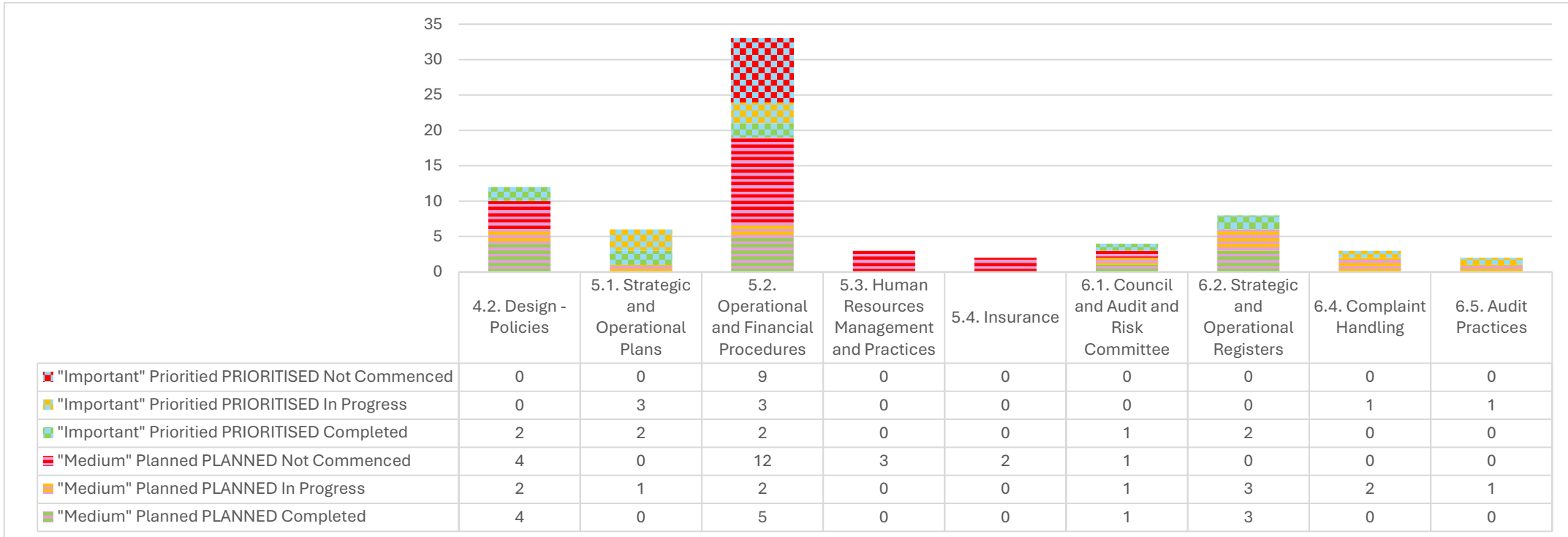
Attendance at NEWROC training day on 29 April on Essential Supervision Skills and Psychologically safe and inclusive Local Governments.

2026 AR17 & FMR Risk Assessment Quarterly Report

Graph 1: overview of all findings and priorities from 2026 AR17 & FMR Risk Assessment



Graph 2: Current progress made on all findings and priorities from 2026 AR17 & FMR Risk Assessment



PRIORITY KEY
Planned
Prioritised

STATUS KEY	%
Complete (22)	30%
Almost Complete (10)	14%
Commenced (10)	14%
Yet to Commence (31)	42%
TOTAL FINDINGS (73)	

Findings	Priority	Status	Comment
Section: 4.2 Design - Policies			
4.2.1 Elected Member, Chief Executive Officer and Employee Attendance at Events Policy	Planned	Complete	Completed May 2026. RES: 070526
4.2.2 Continuing Professional Development	Prioritised	Complete	Completed May 2026. RES: 070526
4.2.3 Elected Member Entitlements	Prioritised	Complete	Completed May 2026. RES: 060526
4.2.4 Donations and Requests to Waiver fees	Planned	Complete	Completed May 2026. RES: 060526
4.2.5 Purchasing Policy	Planned		
4.2.6 Appointment of an Acting Chief Executive Officer	Planned	Complete	Completed May 2026. RES: 060526
4.2.7 Fraud and Corruption Control	Planned	Almost Complete	Policy to be considered at future ARIC Meeting.
4.2.8 Risk Management Policy	Planned	Almost Complete	Policy to be considered at future ARIC Meeting.
4.2.9 Policy Review	Planned	Complete	Completed May 2026. RES: 050526
4.2.10 Policy Publication	Planned		
4.2.11 General Policy Actions	Planned		
4.2.12 Policy Reference to Legislation and External information	Planned		
Section: 5.1 Implementation - Strategic and Operational Plans			
5.1.1 Code of Conduct for Council Members, Committee Members and Candidates	Prioritised	Complete	Completed - adopted as per RES: 200326 at March 2026 OCM. Uploaded to website.
5.1.2 Risk Management Framework	Planned	Almost Complete	Plan to be considered at future ARIC Meeting.
5.1.3 Corporate Business Plan	Prioritised	Commenced	
5.1.4 Strategic Resource Plan	Prioritised	Commenced	
5.1.5 ICT Strategic Plan	Prioritised	Commenced	IT providers to include quote to complete in 2026/27.
5.1.6 Business Continuity / Disaster Recovery Plan	Prioritised	Complete	Reviewed plan recommended for adoption at June 2026 ARIC.
Section: 5.2 Implementation - Operational and Financial Procedures			
5.2.1 Risk Management Procedures	Planned	Almost Complete	Plan to be considered at future ARIC Meeting.
5.2.2 Operational Procedures, Checklists, Workflow Diagrams	Planned		
5.2.3 Procedure Changes	Prioritised		
5.2.4 Segregation of Duties and Internal Controls	Planned		
5.2.5 Evidencing Routine Reviews, Authorisations and Approvals	Planned		
5.2.6 Document Control	Planned		
5.2.7 Access to Shire Facilities	Prioritised	Commenced	Work underway to secure library door to restrict public access to office.

			Restricting public access to landfill dependent on Council decision.
5.2.8 ICT Risk Evaluation	Prioritised	Commenced	IT providers to include quote to complete in 2026/27.
5.2.9 ICT Security	Prioritised		
5.2.10 ICT User Access	Prioritised		
5.2.11 Electronic Banking Transactions	Prioritised		
5.2.12 Changes to Banking Details	Planned	Complete	Noted/Completed - Provided creditor procedure outlining process to change bank details.
5.2.13 Security Controls for Cash Handling	Prioritised		
5.2.14 General Journals	Planned		
5.2.15 Balance Sheet Reconciliations	Planned		
5.2.16 Stock Controls	Prioritised		
5.2.17 Trust Fund	Planned		
5.2.18 Revenue Controls at Shire Facilities	Prioritised	Almost Complete	Procedure in place for Debtors batch creation (and any associated credit notes). One officer prepares and a second checks/updates. Debtors' transactions confirmed/checked during end of month processes. Online payment facility being built into new website for Yalambee & Caravan Park bookings.
5.2.19 Fees and Charges	Prioritised	Complete	Noted/Completed - One off with CEACA fees and end of year closure. In the past we have been complaint and given sufficient public notice.
5.2.20 Rates	Planned	Complete	Noted/Completed - Only one exempt property in the past. No longer relevant, will add note to end of year rates processing to review exempt properties.
5.2.21 Procurement	Prioritised		
5.2.22 Procurement Assessment	Prioritised		
5.2.23 Outstanding Purchase Orders	Planned	Complete	Process added to end of month procedures.
5.2.24 Purchasing Cards	Planned	Complete	Signed acknowledgements for all card holders.
5.2.25 Contract Management	Prioritised		
5.2.26 Overhead and Administration Allocations	Planned		
5.2.27 Record Keeping Practices	Planned		
5.2.28 Report on Council Member Training	Planned	Complete	Completed from 2020/2021 and uploaded to website.
5.2.29 Public Notice	Planned		
5.2.30 Information Required to be Published on Official Local Government Website	Planned	Almost Complete	Elected Member Fee Report per financial year.

			Annual Returns Report, remove names and only include positions - Complete
5.2.31 Independent Member Committee Meeting Attendance Fees	Prioritised	Complete	
5.2.32 Grants Management	Planned		
5.2.33 Annual Report	Planned		
Section: 5.3 Implementation - Human Resources Management & Practices			
5.3.1 Payroll Processing, Exception Reporting, Authorisation and Employee Masterfile Setup	Planned		
5.3.2 Staff Training	Planned		
5.3.3 Induction Processes	Planned		
Section: 5.4 Implementation – Insurance			
5.4.1 Contractor Insurance	Planned		
5.4.2 Insurance Claims	Planned		
Section: 6.1 Evaluation - Council and Audit and Risk Committee			
6.1.1 Council and Audit Risk and Improvement Committee	Planned		
6.1.2 Council and Committee Minutes	Planned	Almost Complete	
6.1.3 Monthly List of Payments	Planned	Complete	Only includes basic information for payment description to reduce risk of scammers using data to mimic suppliers.
6.1.4 Monthly Financial Report	Prioritised	Complete	Cross check report provided to CEO to review each month.
Section: 6.2 Evaluation - Strategic and Operational Registers			
6.2.1 Tender Register	Planned	Complete	Updated and on website.
6.2.2 Delegation Register	Prioritised	Complete	Delegation review completed and updated with amendment dates recorded in Delegations Register on each relevant delegation.
6.2.3 Contracts / Leases / Agreements Register	Prioritised	Complete	
6.2.4 Development Applications and Building Permits Register	Planned	Complete	
6.2.5 Investment Register	Planned	Complete	Completed. Register created and process added to EOM procedures.
6.2.6 Register of Hazardous Materials	Planned	Almost Complete	Register exists. To be updated.
6.2.7 Regulatory and Health Inspection Register	Planned	Almost Complete	Register exists. To be updated.
6.2.8 Swimming Pool Inspection Register	Planned	Almost Complete	Register exists. To be updated.
Section: 6.4 Evaluation - Complaint Handling			
6.4.1 Official Complaints Register and Record of Information about Conduct	Planned	Commenced	
6.4.2 Community Complaints Procedures	Planned	Commenced	
6.4.3 Public Interest Disclosure Procedures	Prioritised	Commenced	
Section: 6.5 Evaluation - Audit Practices			
6.5.1 Workplace Health and Safety (WHS) Audit	Prioritised	Commenced	Works commenced for Tier 2 safety assessment booked in with LGIS in October 2026.
6.5.2 Internal Audit	Planned	Commenced	Plan to be considered at future ARIC Meeting.



Shire of
Koorda

Drive in, stay awhile

**Business Continuity &
Disaster Recovery Plan V2.0**

June 2026

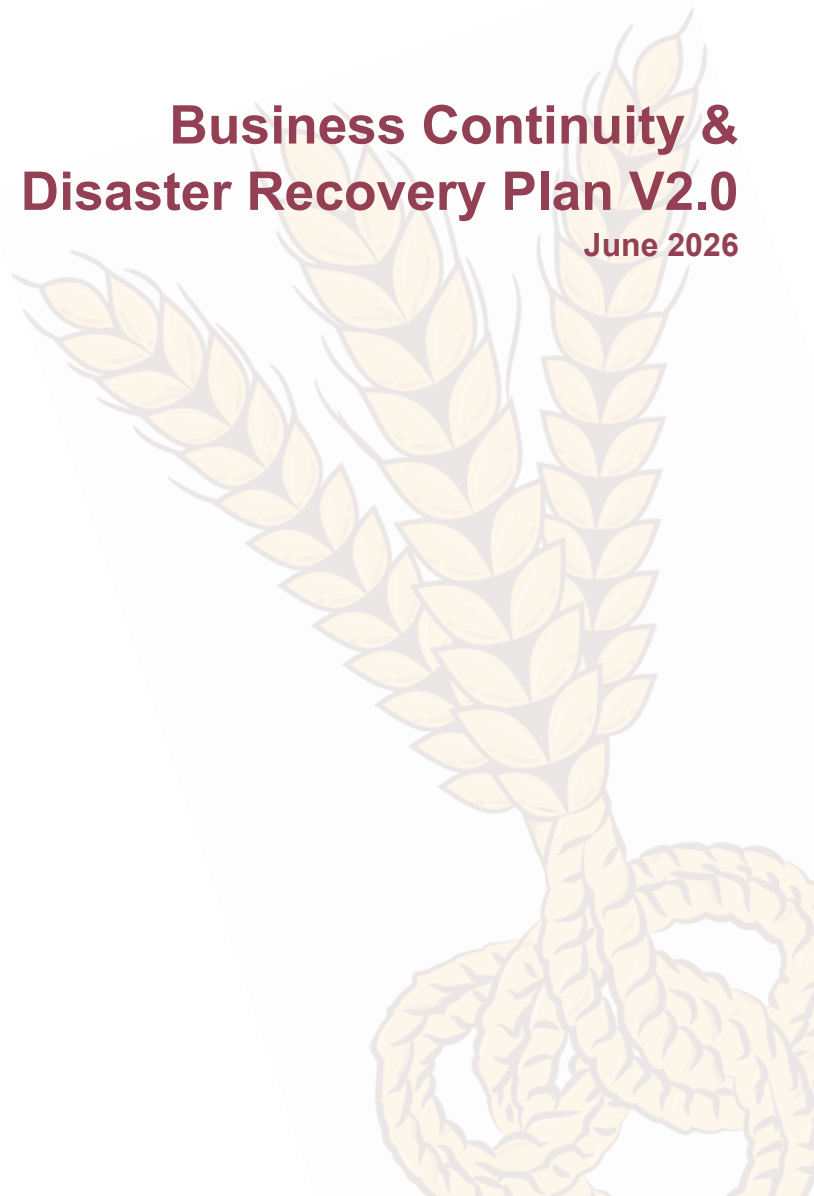


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DRAFT

1. INTRODUCTION AND OBJECTIVES

The purpose of developing a Business Continuity and Disaster Recovery Plan (Plan) is to ensure the capability of the Shire of Koorda (the Shire) to continue to deliver its services at an acceptable level during or following a disruptive incident or disaster.

Business continuity outlines exactly how a business will proceed during and following a disaster. It may provide contingency plans, outlining how the business will continue to operate even if it has to move to an alternate location. Business continuity planning may also take into account smaller interruptions or minor disasters, such as extended power outages.

Disaster recovery refers to the plans a business puts into place for responding to a catastrophic event or a serious disruption of the functioning of the Shire of Koorda causing widespread human, economic or environmental loss or disturbances, such as fire, flood, earthquake, epidemic, pandemic or cybercrime. Disaster recovery involves the measures a business takes to respond to an event and return to safe, normal operation as quickly as possible.

A disaster recovery plan uses measures such as alternative premises or alternative service delivery and other facilities to ensure that a business can continue operations and if not, restore operations as quickly as possible after a calamity.

The objectives of this Plan enable the Shire to:

- Ensure we are prepared prior to an event;
- Define prioritise and re-establish critical business functions as quickly and efficiently as possible;
- Follow a systematic plan for the management of any incident or disaster;
- Detail the immediate response to minimise damage or loss during a critical incident;
- Minimise the effect of an incident on the community, staff and Council; and
- Review and update this plan on a regular basis.

The Shire recognises that some events may exceed the capacity of routine management methods and structure. The Plan aims to provide a mechanism for the development of contingent capacity and logical plans that will enable management to focus on maintaining and resuming the Shire's most critical functions; whilst working in a practical way toward eventual restoration of operations and ensuring unaffected operations are able to continue.

This Plan reinforces and is reinforced by the Shire's Risk Management Framework and Risk Management Policy.

This Plan will be located on the Shire website – www.koorda.wa.gov.au to ensure it is always available. Copies will also be placed in the all the Executive Management Team vehicles and the fireproof strong-room within the Shire's Administration building.



2. IMPORTANT USER INFORMATION

This document is a series of checklists developed and maintained in readiness for use during an incident **resulting, or anticipated to result in a disruption to business-as-usual activities.**

The term 'Incident' can be used to indicate a Crisis, Disaster, Emergency, Accident or any other event **resulting, or anticipated to result in a disruption.**

This plan's main purpose is to offer guidance in restoring the Shire to an acceptable level of operation by focusing on communications, time-critical business activities, staff welfare and those people who will need to be contacted or mobilised due to the circumstances of the incident.

Every incident is unique. Therefore, the gap between continuity planning and the real disruptive incident now being faced, needs to be filled with new information, gathered after an assessment of the circumstances of the incident, and the Plan and response options updated accordingly.

Plan Activation Decision

Could the incident:	YES	NO
Disrupt critical activities for more than one day or affect multiple sites?		
Prevent the use of our Admin Building, Depot, IT/Communications Systems, or disrupt key supplies for more than 1 day?		
If YES to any of the above, this plan is to be activated.		

An Organisation's behaviours during an incident can significantly damage the trust of staff, the community and other stakeholders. Therefore, during a disruptive incident, the Shire will seek to:

1. **Before all else, establish the safety and wellbeing of staff, visitors and the community.**
2. Provide **regular, concise and meaningful communications** internally and externally.
3. Strategically manage the incident through **strong leadership.**
4. **Work together as a team** demonstrating the Shire's principles and values to swiftly return operations to normality.
5. Provide the Shire's community, customers and stakeholders with **essential services.**
6. Provide Shire of Koorda staff with a **safe working environment** to support service delivery in a productive manner.
7. Minimise the impact on the Shire's operations and **public image.**
8. Provide assurance to the community that the **Shire's operations and service to residents remain strong and viable.**
9. Ensure that the recovery efforts have the **necessary resources** and support.
10. Set critical milestones and time frames for recovery. **Plan into the future.**
11. Ensure **all actions are documented for investigators.**

3. CHECKLISTS

3.1. EMERGENCY RESPONSE

Before all else, establish the safety and wellbeing of staff, visitors and the community.

Action	Delegated to	Complete
Respond to audible and telecommunication alarms.	Onsite Staff	Date & Time
Evacuate Building if required to do so.	Onsite Staff	Date & Time
Account for and verify staff support, wellbeing and safety.	Onsite Staff	Date & Time
Receive information from relevant sources (Internal, DFES, Police & Witnesses) before handing over to Emergency Services.	EMT	Date & Time
Take appropriate safety precautions.	Onsite Staff	Date & Time
Contact neighbours if applicable. Advise them of the situation.	EMT	Date & Time

3.2. IMMEDIATELY AFTER EMERGENCY

Notify Executive Team & Spokesperson

It is essential that the Executive Team be informed of the incident as quickly as possible.

Have all members of the Executive Team & Spokesperson been informed?	Date & Time Contacted	Deputy
CEO -	Date & Time	Appointed by the Leadership Team in the absence of the CEO.
DEPUTY CEO -	Date & Time	Finance Officer.
WORKS SUPERVISOR -	Date & Time	Leading Hand.
Spokesperson for non-operational communications. PRESIDENT -	Date & Time	Deputy Shire President.

If a Team Member cannot be reached, consider calling their home number or sending someone to notify them.

Evidence

Are there any Witnesses or Photographic and CCTV Evidence?

Log details of all Witnesses, Photographic and CCTV evidence.

Support Specialists

Mobile	Support Specialist Title	TIME
	Finance Officer	Date & Time
	Payroll/Finance Officer	Date & Time
	Executive Support Officer	Date & Time
	Customer & Communications Officer	Date & Time
	Records Officer	Date & Time
	Environmental Health Officer	Date & Time
	Ranger	Date & Time
	IT External Support	Date & Time
	Avon Waste	Date & Time
	LGIS (Insurance)	Date & Time

3.3. EXECUTIVE TEAM INCIDENT LEADER CHECKLIST

Incident Leader - Consider the following actions important		
<p>Convene the Incident Leadership Team to review the situation at the muster point (if applicable), then moving to an <i>'Incident Control Centre'</i> venue in the following order:</p> <ol style="list-style-type: none"> 1. CEO's Office/Council Chambers 2. Recreation Centre 3. Emergency Services Building 4. MS Teams / Zoom, etc <p>Arrange access and teleconferencing facilities at <i>Incident Control Centre</i>.</p> <p>Nominate a scribe to record a log of all decisions, actions and issues.</p> <p>Determine Leadership Team roles and responsibilities.</p>	Delegated to	Date & Time
<p>Before sending anyone home (if applicable), the Executive Management Team will determine Staff roles and responsibilities.</p> <p>(see Support Specialists contact list above)</p> <p>Make Sure: If you're sending staff home, that they are actually capable of getting home and not (for example) in shock or ill and unable to drive. Ask them if a family member or friend can fetch them, or arrange an ambulance.</p> <p>That they are able to contact their families if they need or want to.</p> <p>Make sure all Staff understand:</p> <ol style="list-style-type: none"> Where they should go. What they should do and how they should do it. Shire Social Media & Communication Policy. (not to talk to the Press, or post anything on Facebook, or alert Friends). If an Employee is approached for a comment, they should refer the media body to you as the Incident Leader. The options available for them. 	Delegated to	Date & Time

<p>5. Reporting arrangements.</p> <p>6. That their jobs are safe, if applicable, or the options available to them.</p> <p>7. When they should come back to work.</p> <p>8. When the next communication can be expected and how it will be communicated.</p> <ul style="list-style-type: none"> Remember to contact and instruct staff not affected by the incident, currently on site, on leave or located elsewhere. A main point of contact should be nominated and provided to all staff should they need to communicate. This should be a different person to that making the staff contacts. 		
<p>Start recording an assessment of the situation: This is what we know (& who is impacted):</p> <p>This is what we don't know:</p> <p>This is what we need you to know:</p> <p>This is what we're going to do:</p> <p>A more detailed assessment checklist can be found on the pages below.</p>	Delegated to	Date & Time
<p>What is your desired realistic outcome? Determine objectives: Objective 1:</p> <p>Objective 2:</p>	Delegated to	Date & Time
<p>Depending on the nature of the incident, consider:</p> <ul style="list-style-type: none"> Contacting other Local Government's who've experienced a similar incident and requesting assistance by sharing their incident recovery experiences with you. Requesting assistance from relevant contractors or stakeholders. Staffing requirements for the next 5 days, 10 days, 1 month, 3 months, etc. Supply requirements for the next 5 days, 10 days, 1 month, 3 months, etc. Other resources or equipment required for the next 5 days, 10 days, 1 month, 3 months, etc. Clearing backlogs. Leadership and staff rotation/rostering. 	Delegated to	Date & Time
<p>Secure involvement of staff from support areas with expertise relevant to the incident (HR, IT, Works, etc) (see Support Specialists contact list above)</p>	Delegated to	Date & Time
<p>If moving staff to a new work facility set up a minimum of three workstations and a printer for completion of time-sensitive activities such as Communication, Payroll, and Customer Services. (see Time-Critical activity list)</p>	Delegated to	Date & Time
<p>Determine employee support & wellbeing requirements (see section 4.1 for a checklist)</p>	Delegated to	Date & Time

Contact all relevant Stakeholders who need to be informed about the incident or will be affected by the incident, including local businesses, schools & community leaders where appropriate. (see Key Contacts checklist)	Delegated to	Date & Time
Consider nominating a trusted administrator to assist you to work through the checklists and act in an advisory capacity (as a right-hand person)	Delegated to	Date & Time
Obtain details of any witnesses, photographic or CCTV evidence (see evidence log)	Delegated to	Date & Time
Arrange Stakeholder and staff communications. (email, text messaging, MS Teams, Zoom, WhatsApp, social media, white board, bulletin board) (see Appendix 1 - Communications Guidelines)	Delegated to	Date & Time
Contact any relevant contractors to confirm if they have been affected by the incident. (see Key Contacts checklist)	Delegated to	Date & Time
Arrange legal or expert advice if required.	Delegated to	Date & Time
Notify neighbours. (if applicable)	Delegated to	Date & Time
Notify insurer and seek advice.	Delegated to	Date & Time
Contact local business, school & community leaders where appropriate.	Delegated to	Date & Time
Remind staff to photograph all evidence prior to initiating urgent repairs. (for insurance purposes)	Delegated to	Date & Time
Ensure emergency funds are available if required.	Delegated to	Date & Time
Arrange for phones to be diverted and set up a temporary reception area.	Delegated to	Date & Time
Agree future locations of your Incident Control Centre and future meeting times for convening the Incident Leadership Team .	Delegated to	Date & Time
Assess and Prioritise: 4.1. Employee's support and wellbeing requirements 4.2. Time-critical business functions 4.3. Other considerations 4.4. Upcoming activities and events 4.5. Key contacts	See " Assess " below	
See "Incident Response Plans" on following pages for more specific information relating to: 5.1. Loss of Administration Building 5.2. Loss of Depot Building 5.3. Complete IT Hardware Failure	See " Incident Response Plans " below	
See "Scenario-Specific" checklists on following pages for more specific information relating to: 6.1. Loss of (or access to) Buildings/ Infrastructure/ Equipment 6.2. Loss of People 6.3. Loss of IT, Data or Communications 6.4. Loss of Key Suppliers (e.g. Utilities)	See " Scenario-Specific/ React " below	

4. ASSESS

4.1. EMPLOYEE'S SUPPORT AND WELLBEING REQUIREMENTS

Determine employee's support & wellbeing requirements	Delegated to	Complete
Set up a main contact point for staff should they need to communicate.	Delegated to	Date & Time
Monitor employee's medical & stress factors. Consider support options for staff who are ill, are fearful or anxious about the risks, or fail to show up to work due to safety concerns, caring for sick family members or due to travel restrictions.		
Identify space to segregate/isolate teams or individuals if necessary.	Delegated to	Date & Time
Be mindful of any potential bullying or harassment of any particular demographic.		
See "Loss of People" for additional information.		
Engage external Employee Assistance Program (EAP) (See Key Contacts)	Delegated to	Date & Time
Consider employee's family responsibilities (e.g. children). Allow them to contact their family if they want to or need to.	Delegated to	Date & Time
If required, assist employees who may have increased medical requirements such as; those who may be pregnant, recently undergone an operation, disabled or frail.	Delegated to	Date & Time
Consider flexible working arrangements such as shifts, additional breaks or fewer hours per day or week.	Delegated to	Date & Time
Set up a roster system and/or additional resources to manage workload.	Delegated to	Date & Time
Contact family or next of kin only with assistance from EAP or Police.	Delegated to	Date & Time
Organise refreshments, catering and toilet facilities (if required).	Delegated to	Date & Time
Organise suitable transport arrangements for employees (if required).	Delegated to	Date & Time
Organise temporary accommodation (if required).	Delegated to	Date & Time
Ensure regular updates to staff and allocated responsibilities for updates (Email, Text, Zoom, WhatsApp, Social Media, White Boards, Bulletin Board, Other)	Delegated to	Date & Time
During recovery and returning to work, consider that staff may need time to heal or adjust to changes.	Delegated to	Date & Time
Arrange OSH assessments for any changes in working arrangements or deployment.	Delegated to	Date & Time

<p>Before sending anyone home (if applicable), the Executive Management Team will determine Staff roles and responsibilities.</p> <p>(see Support Specialists contact list above)</p> <p>Make Sure: If you're sending staff home, that they are actually capable of getting home and not (for example) in shock or ill and unable to drive. Ask them if a family member or friend can fetch them, or arrange an ambulance.</p> <p>That they are able to contact their families if they need or want to.</p> <p>Make sure all Staff understand:</p> <ol style="list-style-type: none"> 1. Where they should go. 2. What they should do and how they should do it. 3. Shire Social Media & Communication Policy. (not to talk to the Press, or post anything on Facebook, or alert Friends). If an Employee is approached for a comment, they should refer the media body to you as the Incident Leader. 4. The options available for them. 5. Reporting arrangements. 6. That their jobs are safe, if applicable, or the options available to them. 7. When they should come back to work. 8. When the next communication can be expected and how it will be communicated. <ul style="list-style-type: none"> • Remember to contact and instruct staff not affected by the incident, currently on site, on leave or located elsewhere. • A main point of contact should be nominated and provided to all staff should they need to communicate. This should be a different person to that making the staff contacts. 	<p>Delegated to</p>	<p>Date & Time</p>
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4.2. TIME-CRITICAL BUSINESS FUNCTIONS**Time-Critical business activities according to priority**

Priority	Priority	Business Unit	Remote	Guidelines
1	Communications	CEO	Yes	Internal and external communication updates to staff, elected members, stakeholders and community, media liaison & official media releases, website, social media, etc.
1	Customer service	DCEO	Yes	Redirect main office numbers, manage customer appointments, support the community.
1	Contract management	EMT	Yes	Contractors includes any external business engaged to complete works for the Shire. Includes construction projects.
1	Accident investigation and incident reporting	CEO	Yes	Affected party to complete incident reporting forms, safety representative to be nominated for investigation.
1	Urgent Environmental Health assessments and approvals	Works	No	Respond and assess urgent requests such as asbestos, food poisoning, contamination, pests, diseases, applications, etc.
1	Reactive facilities maintenance	Works	No	Urgent facility repairs, reactive maintenance to be prioritised (make safe). Includes cleaning services.
1	Information technology	ICT	Yes	Providers are Wallis Computer Solutions, operating systems, core business applications, security, desktop and mobile devices, hardware and software, etc. Important systems include Synergy, Altus, MS Office, Department of Transport .
1	Reactive parks and reserves requests	Works	No	Urgent park and reserve repairs, reactive maintenance to be prioritised (make safe).
1	Reactive road and drainage requests	Works	No	Urgent road and drainage repairs, reactive maintenance to be prioritised (make safe). Approve, manage or supply traffic management.
1	Payroll	EMT/Payroll	Yes	1 Payroll coordinator, payment authorisation.
1	Ranger	DCEO/Ranger	No	Urgent Ranger related requests such as Local Law enforcement, animal control, Emergency Management, Police support, bushfire control etc.

1	Engineering assessments	Works	No	Undertake site inspections of Shire assets and provide technical assessment of damaged assets for remediation.
1	Waste collection services	Works	No	Manage waste contractor for Waste Collection. Household waste to be prioritised for collection.
1	Bushfire response	CEO, Works and Bushfire Brigade Volunteers	No	Manage and respond to request for fire fighting assistance. Applicable where Shire is PCBU, (fire is not DFES controlled). Bushfire brigade responses must be compliant with WHS legislation.
2	Accounts Payable, Accounts Receivable, Insurance, Investments, Rates	DCEO/Finance	Yes	1 x Accounts Payable, payment authorisation x 2. Liaise with insurers for inquiries and claims.
2	Cemetery and interment	Works	No	Dig grave for burials.
2	Cemetery and interment	DCEO	No	Burials, burial register & liaison with Funeral Directors.
2	Funding submissions	CEO	Yes	Grants.
2	Record keeping, registration & distribution of mail, FOI & retrieval and distribution of archives	DCEO	No	If these facilities are unavailable, outsource to Australia Post.
2	Stock Management	Works	Yes	Order and manage logistics of key stock supply such as petrol, cleaning supplies etc.
2	Special Council meetings	CEO	Yes	Governance & Council – includes statutory decisions, compliance, LG Act, Local Laws, authorisations, etc.
3	Building approvals (including archive plan searches, customer service & lodging of applications)	CEO	Yes	Work requiring site inspections. Monitor legislative requirements.
3	Development Approvals (Planning - including building, demolition & occupancy permits)	CEO	Yes	Work requiring site inspections. Monitor legislative requirements.

Time-Critical business activities according to Business Unit

Priority	Priority	Business Unit	Remote	Guidelines
1	Communications	CEO	Yes	Internal and external communication updates to staff, elected members, stakeholders and community, media liaison & official media releases, website, social media, etc.
1	Accident investigation and incident reporting	CEO	Yes	Affected party to complete incident reporting forms, safety representative to be nominated for investigation.
1	Bushfire response	CEO, Works and Bushfire Brigade Volunteers	No	Manage and respond to request for fire fighting assistance. Applicable where Shire is PCBU, (fire is not DFES controlled). Bushfire brigade responses must be compliant with WHS legislation.
2	Funding submissions	CEO	Yes	Grants.
2	Special Council meetings	CEO	Yes	Governance & Council – includes statutory decisions, compliance, LG Act, Local Laws, authorisations, etc.
3	Building approvals (including archive plan searches, customer service & lodging of applications)	CEO	Yes	Work requiring site inspections. Monitor legislative requirements.
3	Development Approvals (Planning - including building, demolition & occupancy permits)	CEO	Yes	Work requiring site inspections. Monitor legislative requirements.
1	Customer service	DCEO	Yes	Redirect main office numbers, manage customer appointments, support the community.
1	Ranger	DCEO/Ranger	No	Urgent Ranger related requests such as Local Law enforcement, animal control, Emergency Management, Police support, bushfire control etc.
2	Accounts Payable, Accounts Receivable, Insurance, Investments, Rates	DCEO/Finance	Yes	1 x Accounts Payable, payment authorisation x 2. Liaise with insurers for inquiries and claims.
2	Cemetery and interment	DCEO	No	Burials, burial register & liaison with Funeral Directors.
2	Record keeping, registration & distribution of mail, FOI & retrieval and distribution of archives	DCEO	No	If these facilities are unavailable, outsource to Australia Post.
1	Payroll	EMT/Payroll	Yes	1 Payroll coordinator, payment authorisation.

1	Contract management	EMT	Yes	Contractors includes any external business engaged to complete works for the Shire. Includes construction projects.
1	Information technology	ICT	Yes	Providers are Wallis Computer Solutions, operating systems, core business applications, security, desktop and mobile devices, hardware and software, etc. Important systems include Synergy, Altus, MS Office, Department of Transport.
1	Urgent Environmental Health assessments and approvals	Works	No	Respond and assess urgent requests such as asbestos, food poisoning, contamination, pests, diseases, applications, etc.
1	Reactive facilities maintenance	Works	No	Urgent facility repairs, reactive maintenance to be prioritised (make safe). Includes cleaning services.
1	Reactive parks and reserves requests	Works	No	Urgent park and reserve repairs, reactive maintenance to be prioritised (make safe).
1	Reactive road and drainage requests	Works	No	Urgent road and drainage repairs, reactive maintenance to be prioritised (make safe). Approve, manage or supply traffic management.
1	Engineering assessments	Works	No	Undertake site inspections of Shire assets and provide technical assessment of damaged assets for remediation.
1	Waste collection services	Works	No	Manage waste contractor for Waste Collection. Household waste to be prioritised for collection.
2	Cemetery and interment	Works	No	Dig grave for burials.
2	Stock Management	Works	Yes	Order and manage logistics of key stock supply such as petrol, cleaning supplies etc.

4.3. OTHER CONSIDERATIONS

Other considerations	Priority	Delegated to:
Animals in pound - food & water		
Banking security tokens (x2)		
Bulletin board		
Car mobile charges		
Coffee and tea		
Dog/cat cages		
EFTPOS/Cash		
Emergency Management arrangements (available from other LG's and Synergy/Altus)		
Environmental health sample equipment		
Essential records include: <ul style="list-style-type: none"> • Agreements • Certificates of Title • Contracts • Deeds • Leases • MOUs • Vesting Orders 		
Fuel		
Generator		
Manual timesheets and purchase orders		
Mobile phone chargers		
Office safe		
Pens, paper & stationery		
Priority roles able to operate remotely		
Remote work capability (laptops, VPN, MFA access)		
Satellite phones and chargers		
Signage (roads, etc)		
Staff access to internet and secure systems		
Vehicles		
White board & markers		

4.4. UPCOMING ACTIVITIES AND EVENTS

Month	Recurring Activity
ALL	Check Compliance Calendar.
ALL	Check Events Calendar.
January	New Years Day and Australia Day Public Holiday
March	Labour Day Public Holiday (WA: first Monday in March)
March/April	Good Friday and Easter Monday Public Holidays
April	ANZAC Day Public Holiday
June	WA Day Public Holiday (typically first Monday in June)
September	Koorda Show
September	Kings's Birthday Public Holiday (typically the last Monday of September)
November	Melbourne Cup Day (held on the first Tuesday of November)
December	Christmas Day and Boxing Day Public Holidays.

4.5. KEY CONTACTS

Contact	Key Contacts/ Organisations/ Contractors to be contacted
9264 4111	Department of Education WA
000	Department of Fire & Emergency Services (DFES)
1800 020 103	Department of Health
6551 8700	Department of Local Government & Communities
1800 354 928	Department of Transport
6364 7000	Department of Water and Environmental Regulation
9219 9000	Dept Biodiversity, Conservation and Attractions
6364 7000	Environmental Protection Authority (EPA)
9684 1742	Koorda Medical Centre
9682 6001	Koorda Primary School
9483 8888	LGIS – Insurance
13 81 38	Main Roads
13 14 44	Police (non-emergency)
000	Police, Fire, Ambulance
9326 2000	Public Transport Authority (PTA)
9631 1202	Shire of Dowerin
9685 1202	Shire of Mt Marshall
9681 1166	Shire of Wyalkatchem
9671 2500	Shire of Wongan-Ballidu
9621 1613 (Non-Emergency)	St John Ambulance - Wyalkatchem/Koorda Sub-Centre
9219 3111 / 1300 306 017	State Administrative Tribunal (SAT)
9427 3111	State Library of Western Australia
9427 3600	State Records Office
13 13 53 / 13 13 51 (Emergency)	Synergy
9621 0700	WA Country Health Service (Wheatbelt)
9213 2000 / info@walga.asn.au	WALGA
6364 6965	Waste Authority WA
13 13 75 (Emergency)	Water Corporation
13 10 87	Western Power
1300 307 877	WorkSafe: 1800 678 198 (24hrs serious incidents)
9692 1500	Wyalkatchem District High School
9692 1222	Wyalkatchem Hospital
9681 1140	Wyalkatchem Medical Centre

4.6. BUSINESS IMPACT ANALYSIS

The purpose of this section is to identify and prioritise critical business functions based on the impact of disruption to the Shire's operations, community, and compliance obligations.

Business Function	Business Unit	Criticality (High/Medium/Low)	Maximum Tolerable Downtime	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Key Dependencies	Community Impact
Communications	CEO	High	24 hours	4 hours	1 hour	IT, internet, staff	Loss of public trust
Payroll	Finance	High	5 days	48 hours	24 hours	IT systems, banking	Staff financial hardship
Waste collection	Works	High	3 days	24 hours	N/A	Contractor, vehicles	Public health risks
Customer service	Admin	High	24 hours	4 hours	1 hour	Phones, IT, staff	Community disruption

5. INCIDENT RESPONSE PLANS

5.1. LOSS OF ADMINISTRATION BUILDING

Types of incidents include fire, flood and earthquake (Refer to Immediate Response Checklist).

TASK 1 - Immediate Response

This task provides the necessary command and control to enable the Shire of Koorda's Incident Response Team to conduct an initial assessment of the disaster and to co-ordinate the Shire's initial response to the disaster.

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Deputy Chief Executive Officer
Works Supervisor
Finance Officer
Shire President (Media Liaison)

Recovery Procedure

Incident response Team Leader and Deputy CEO to undertake the following steps:

- Ensure site has been evacuated and all personnel are accounted for,
- Secure site and prevent access,
- Contact Emergency Services and Police,
- Identify any injuries and render assistance,
- Engage Incident Response Team,
- Undertake an initial assessment of damage and risks,
- Call Telstra and arrange diversion of phone lines to existing Shire mobiles, and
- Team Leader determined time frame to switch to disaster recovery site.

Recovery Time Objective

Timeframe for this activity is within 24 hours of the incident.

Recovery Location

Primary Site: ES Building
Secondary Site: Recreation Centre

Resource requirements

Mobile Phones
Laptops
Charging devices
Personnel

Other Considerations

1. Secure the affected area as necessary.
2. Restrict access to the building/site.
3. Liaise with Emergency Services and Police.
4. Inform Local Government Insurance Services (LGIS).
5. Inform Elected Members and Employees.
6. Liaise with Shire President to make a press release.
7. Inform Community where possible.

TASK 2 - Commence operations from Disaster Recovery Site

This task provides necessary steps to commence core Shire operations from the Disaster Recovery site and commence the planning for restoration of services in the short and longer term.

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Deputy Chief Executive Officer
Works Supervisor
Finance Officer
IT Consultants

Recovery Procedure

Undertake the following steps:

- Establish the disaster recovery site – **Deputy CEO**
 - Layout workspace utilising tables and chairs from the Memorial Hall
 - Source telephones, establish communications and arrange to have calls directed to mobile telephones.
 - Allocate staff to customer service and disaster recovery assistance.
 - Liaise with other Incident Response Team members to determine items to be immediately replaced and what is recoverable.
 - Contact Shire's IT supplier, ReadyTech (Synergy/Altus Support), stationery supplier.
 - Recover backup disks from external site.
 - Cancel all forward bookings of the ES Building.
- Assess damage and undertake salvage operations – **CEO & Works Supervisor**
 - Undertake initial assessment of salvageable materials, items and records, etc.
 - Contact staff to remove items to salvage site (ES Building or Recreation Centre)
- Co-ordinate all communications, media and elected members, Local Government insurers and general co-ordination of recovery process – **CEO**
 - Liaise with Shire President to issue a media statement.
 - Co-ordinate meetings of Incident Response team.
 - Authorise all immediate purchasing requirements.
 - Liaise with Shire's insurers.
 - Oversee Assessment and Recovery.

Recovery Time Objective

It is the aim of the Recovery Plan to achieve this task within 72 hours.

Resource Requirements

- Office furniture and stationery.
- Administration staff.
- IT hardware and software.
- Communications (land line and internet)

TASK 3 - Assess damage and prepare medium term Recovery Plans

This task provides the necessary steps to commence planning for medium term operations from the Disaster Recovery Site.

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Deputy Chief Executive Officer
Works Supervisor
IT Consultants

Recovery Procedure

Undertake the following steps:

- Establish the disaster recovery site for full operations in the medium to longer term – **Deputy CEO**
 - Recover data to pre disaster state.
 - Bring all records up to date.
 - Contact all necessary persons to inform of incident, expected delays and seek documentation where necessary.
 - Establish necessary equipment and infrastructure requirements to provide full operations from recovery site including demountable buildings and other office accommodation.
- Finalise damage assessment and commence planning for re-establishing services through full or partial rebuild – **CEO & Works Supervisor**
 - Undertake assessment of building and determine action to fully or partially rebuild and make recommendations to Council.
- Co-ordinate all communications, media and elected members, Local Government insurers and general co-ordination of recovery process – **CEO**
 - Oversee Assessment and Recovery
 - Co-ordinate meetings of Incident Response team.
 - Oversee planning for medium term operation from Disaster Recovery Site (6-12 months)

Recovery Time Objective

4 weeks.

Resource Requirements

- IT Consultants.
- Additional infrastructure as identified.
- Contractors to clean up disaster site.

TASK 4 - Long term Recovery Plan and relocation to permanent Shire Office building

This task provides the necessary steps to finalise planning, rebuilding and recommencement of operation from the permanent Shire office building.

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Deputy Chief Executive Officer
Works Supervisor
IT Consultants

Recovery Procedure

Undertake the following steps – **CEO**

- Establish working party to:
 - Review operations for location of new premises.
 - Undertake design and tendering processes.
 - Oversee construction of new premises.
 - Oversee commissioning of new premises.
- Present review findings to Council for decision
 - Appoint architect, exterior and interior designers, engineers and other necessary assistance to design, specify and document new premises.
 - Issue tenders, appoint contractor and commence construction.
 - Commission new premises and commence operations from new building.

Recovery Time Objective

From the commencement of this task, 4 weeks after the incident, it is the target to have all Shire functions permanently operating from the rebuilt Shire offices in 12 months.

Resource Requirements

- Planning assistance.
- Consultants/Architects.
- Contractors

5.2. LOSS OF DEPOT BUILDINGS

Types of incidents include fire, flood and earthquake (Refer to Immediate Response Checklist).

TASK 1 - Immediate Response

This task provides the necessary command and control to enable the Shire of Koorda's Incident Response Team to conduct an initial assessment of the disaster and to co-ordinate the Shire's initial response to the disaster.

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Works Supervisor
Deputy Chief Executive Officer
Works Team Leader
IT Consultant

Recovery Procedure

Incident response Team Leader and Works Supervisor to undertake the following steps:

- Ensure site has been evacuated and all personnel are accounted for,
- Secure site and prevent access,
- Contact Emergency Services and Police,
- Identify any injuries and render assistance,
- Engage Incident Response Team,
- Undertake an initial assessment of damage and risks,
- Call Telstra and arrange diversion of phone lines to existing Shire mobiles, and
- Team Leader determined time frame to switch to disaster recovery site.

Recovery Time Objective

Timeframe for this activity is within 24 hours of being called by the Incident Response Team Leader.

Recovery Location

Primary Site: Shire Depot Site if depot site can be utilised.

Secondary Site: Industrial lots on Price Street.

Resource requirements

Mobile Phones

Personnel

Equipment and Stores

Other Considerations

1. Secure the affected area as necessary.
2. Restrict access to the building/site.
3. Liaise with Emergency Services and Police.
4. Inform Local Government Insurance Services (LGIS).
5. Inform Elected Members and Employees.
6. Liaise with Shire President to make a press release.
7. Inform Community where possible.

TASK 2 - Commence operations from Disaster Recovery Site

This task provides the necessary steps to commence core Shire operations from the Disaster Recovery site and commence the planning for restoration of services in the short and longer term.

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Works Supervisor
Deputy Chief Executive Officer
Leading Hand

Recovery Procedure

Undertake the following steps:

- Establish the disaster recovery site – **Works Supervisor**
 - Establish appropriate temporary depot site on industrial land on Price Street.
 - Administration function to resume from Shire Office.
 - Liaise with other Incident Response Team members to determine items to be immediately replaced and what is recoverable.
- Assess damage and undertake salvage operations – **Works Supervisor, CEO and Works Leading Hand.**
 - Undertake initial assessment of salvageable materials, items and records, etc.
 - Engage staff to remove items to the Price Street Land near current depot.
- Co-ordinate all communications, media and elected members, Local Government insurers and general co-ordination of recovery process – **CEO**
 - Liaise with Shire President to issue a media statement.
 - Co-ordinate meetings of Incident Response team.
 - Authorise all immediate purchasing requirements.
 - Liaise with Shire's insurers.
 - Oversee Assessment and Recovery.

Recovery Time Objective

It is the aim of the Recovery Plan to achieve this task within 72 hours.

Resource Requirements

- Office furniture and stationery.
- Depot Administration and Works staff.
- IT hardware and software.
- Communications (land line and internet)

TASK 3 - Assess damage and prepare medium term Recovery Plans

This task provides the necessary steps to commence planning for medium term operations from the Disaster Recovery Site.

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Works Supervisor
Deputy Chief Executive Officer
Leading Hand

Recovery Procedure

Undertake the following steps:

- Establish the disaster recovery site for full operations in the medium to longer term – **Works Supervisor and Deputy CEO**
 - Establish appropriate temporary depot site on industrial land on Price Street.
 - Administration function to resume from Shire Office (or alternative site).
 - Contact all necessary persons to inform of incident, expected delays and seek documentation when necessary.
 - Liaise with CEO to establish necessary equipment and infrastructure requirements to provide full operations from recovery site.
- Finalise damage assessment and commence planning for re-establishing services through full or partial rebuild – **Works Supervisor, CEO and Leading Hand.**
 - Undertake assessment of buildings and determine action to fully or partially rebuild and make recommendation to Council.
- Co-ordinate all communications, media and elected members, Local Government insurers and general co-ordination of recovery process – **CEO**
 - Oversee Assessment and Recovery.
 - Co-ordinate meetings of Incident Response team.
 - Oversee planning for medium term operation from Disaster Recovery Site (6-12 months)

Recovery Time Objective

4 weeks.

Resource Requirements

- IT contractors.
- Additional infrastructure as identified.
- Contractors to clean up disaster site.

TASK 4 - Long term Recovery Plan and relocation to permanent Shire Depot building

This task provides the necessary steps to finalise planning, rebuilding and recommencement of operation from the permanent Shire Depot building.

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Works Supervisor
Deputy Chief Executive Officer

Recovery Procedure

Undertake the following steps – **CEO, Works Supervisor and Deputy CEO**

- Establish working party to:
 - Review operations for location of new premises.
 - Undertake design and tendering processes.
 - Oversee construction of new premises.
 - Oversee commissioning of new premises.
- Present review findings to Council for decision.
- Appoint architects, exterior and interior designers, engineers and other necessary assistance to design, specify and document new premises.
- Issue tenders, appoint contractor and commence construction.
- Commission new premises and commence operations from new buildings.

Recovery Time Objective

From the commencement of this task, 4 weeks after the incident, it is the target to have all Shire functions permanently operating from the rebuilt Shire offices in 12 months.

Resource Requirements

- Planning assistance.
- Consultants/Architects.
- Contractors

5.3. COMPLETE IT HARDWARE FAILURE

This task provides the necessary steps to recover the Shire's IT system as a result of complete failure resulting in replacement of the IT system (Refer to Immediate Response Checklist).

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Deputy Chief Executive Officer
Finance Officer
IT Consultants

Recovery Procedure

Undertake the following steps:

- Assess severity of outage through the Shire's IT provider and determine likely outage time.
- Seek quotations and place order for replacement components.
- Contact Shire's insurers and Police if necessary.
- Inform Council community and business contacts (ie; banks, creditors and contractors) of potential delays in providing services.
- Set up and install new hardware/install all software and restore from backups.
- Reconcile and rebuild all data.

Recovery Time Objective

2 weeks.

Resource requirements

IT suppliers (hardware/software, Synergy Soft, Department of Transport etc.)

5.4. IT SYSTEMS & CYBER INCIDENT RESPONSE

This section provides high-level guidance for managing cyber incidents affecting business operations, including system outages, data breaches, and information security events.

Detailed procedures for managing data breaches must be undertaken in accordance with the Shire's Policy "G - Cyber Security and Data Breach Response."

Incident Response Team

Team Leader: Chief Executive Officer
Team Members: Deputy Chief Executive Officer
Payroll/Governance Officer
IT Consultants (as required)

Recovery Procedure

Immediate Actions

- Disconnect affected systems from the network (where safe and appropriate).
- Contact IT provider and LGIS Cyber Incident Response Hotline.
- Notify the Executive Team and relevant Incident Leadership members.
- Preserve evidence (do not shut down or alter systems unless advised by IT or investigators).
- Activate the Data Breach Response (DBR) Team where personal or sensitive information may be involved.

Assessment

- Determine:
 - Extent of system compromise
 - Systems and services affected
 - Whether personal or sensitive information is involved
 - Extent of data loss, corruption, or unauthorised access
 - Likely cause of the incident
 - Estimated recovery timeframe
- Where a potential data breach is identified:
 - Follow the preliminary assessment requirements in the Cyber Security and Data Breach Response Policy
 - Ensure all relevant information is documented, including:
 - Date, time, and nature of the incident
 - Type of information affected
 - Number (or estimate) of impacted individuals
 - Initial risk assessment (including likelihood of serious harm)

Data Breach Response Alignment

Where a data breach is suspected or confirmed, the following must occur in accordance with the Cyber Security and Data Breach Response Policy:

- Containment and Preliminary Assessment
 - Secure systems and prevent further data loss
 - Preserve evidence and document findings
- Evaluation
 - Confirm whether a data breach has occurred
 - Assess risk of serious harm to individuals
 - Prioritise response actions

- Notification (if required)
 - Identify affected individuals and stakeholders
 - Notify relevant authorities and organisations as required (e.g. Office of the Australian Information Commissioner, insurers, WA Police)
 - Prepare and issue approved communications
- Post-Incident Review and Improvement
 - Investigate root cause
 - Implement measures to prevent recurrence
 - Update systems, processes, and staff training

Backup & Recovery

- Restore systems from the most recent verified backup
- Validate integrity and security of restored systems before resuming operations
- Ensure restored systems are free from compromise before reconnecting to the network
- Prioritise system recovery in the following order:
 - Communications
 - Payroll/Finance
 - Records and document management
 - Other business systems

Backup Requirements

- Daily backups of critical systems and data
- Offsite or secure cloud-based storage of backups
- Access controls applied to backup systems
- Quarterly backup restoration testing to confirm integrity and usability

Cyber Incident Considerations

- Potential data breach notification requirements under the Notifiable Data Breaches scheme
- Legal, regulatory, and privacy obligations
- Activation of the Data Breach Response Team where required
- Communication to affected stakeholders, including staff, Council, community, and regulators
- Coordination with insurers (LGIS) and external specialists
- Reputational impacts and community confidence

6. SCENERIO-SPECIFIC CHECKLISTS

6.1. LOSS OF (OR ACCESS TO) BUILDINGS / INFRASTRUCTURE / EQUIPMENT

Tasks: Loss of (or access to) buildings / infrastructure / equipment		
<p>If relocation is necessary, consider:</p> <p>Alternative Locations:</p> <ul style="list-style-type: none"> • Recreation Centre • Depot • Town Hall • Emergency Services Building • Work from home • Portable site offices <p>Set up a minimum of three workstations and printer in the new facility.</p> <p>Storage Locations: Physical stock or equipment: Council Reserves, vacant land, Depot, Contractors, Local businesses.</p>		Date & Time
<p>Notify current users of the alternative location of your intention to occupy the building.</p>		
<p>Depending on the nature of the incident, consider:</p> <ul style="list-style-type: none"> • Requesting assistance from contractors or stakeholders • Staffing requirements for the next 5 days, 10 days, 1 month, 3 months, etc. • Supply requirements for the next 5 days, 10 days, 1 month, 3 months, etc. • Other resources or equipment required for the next 5 days, 10 days, 1 month, 3 months, etc. • Clearing backlogs • Leadership and staff rotation/rostering 		Date & Time
<p>Consider how workstations and communications for staff relocating to other sites will be established and allocated.</p>	Delegated to	Date & Time
<p>Staff travel arrangements to other sites.</p>		
<p>Consider how staff working in shifts will be established and allocated (eg; work two shifts of 5 hours rather than one shift of 8 hours).</p>		Date & Time
<p>How workstations and communications for staff working from home will be organised. Note: staff working from home should be housed at the office 2 days per week where possible.</p>	Delegated to	Date & Time
<p>Consider other support areas to assist with relocation.</p>	Delegated to	Date & Time
<p>Familiarise staff with new arrangements and determine communication protocols.</p>	Delegated to	Date & Time
<p>Arrange security access controls for the affected building/s.</p>	Delegated to	Date & Time
<p>Arrange security access controls for the new building/s.</p>	Delegated to	Date & Time
<p>Manage any new OHS/Support and wellbeing issues that may arise either</p> <ul style="list-style-type: none"> • During relocation, • At the new building/s, or • With the use of new equipment. 	Delegated to	Date & Time
<p>Notify stakeholders of amended working arrangements.</p>	Delegated to	Date & Time

Create a Communications Plan for Councillors, Media, Regulators, other stakeholders and Staff as required. (Template: Appendix 1 - Communications Guidelines)	Delegated to	Date & Time
Redirect: Emails, phones, couriers, etc	Delegated to	Date & Time
Identify necessary people and equipment requirements to maintain Time-Critical Activities.	Delegated to	Date & Time
If possible, begin salvage or restoration activities.	Delegated to	Date & Time
Other:	Delegated to	Date & Time
	Delegated to	Date & Time
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	Delegated to	Date & Time

6.2. LOSS OF PEOPLE

Tasks: Loss of People		
Determine: The number of staff away, affected service areas and expected return dates. Record and track staff absences.	Delegated to	Date & Time
Ensure the safety and wellbeing of remaining staff.	Delegated to	Date & Time
Identify Time-Critical deliverables due today and for the next 5 days.	Delegated to	Date & Time
Determine the minimum number of staff required to continue operations and identify critical servicing and staffing gaps. Identify staff to be re-deployed from other areas.	Delegated to	Date & Time
Consider how staff working in shifts will be established and allocated (eg; work two shifts of 5 hours rather than one shift of 8 hours)	Delegated to	Date & Time
Ensure appropriate inductions, training and supervision to be in place for any replacement staff.	Delegated to	Date & Time
Ensure risk assessments in regard to any potential safety issues.	Delegated to	Date & Time
Discuss changes with personnel and engage specialist Industrial Relations assistance.	Delegated to	Date & Time
Arrange any required medical assistance.	Delegated to	Date & Time
Cease all non-critical activities where appropriate.	Delegated to	Date & Time
In consultation with Payroll, notify/escalate to Health Department or Worksafe etc.	Delegated to	Date & Time
Can temporary competent replacements be arranged from: <ul style="list-style-type: none"> • Other Local Governments • Casuals/increase part-time hours • Volunteers, Community Members, Prisoners etc • Existing contractors • Recruitment agencies for Labour Hire (eg; WALGA, LOGO) • State Government Agencies • Retired or former employees 	Delegated to	Date & Time
Depending on the nature of the incident, consider : <ul style="list-style-type: none"> • Requesting assistance from contractors or stakeholders • Staffing requirements for the next 5 days, 10 days, 1 month, 3 months, etc. • Supply requirements for the next 5 days, 10 days, 1 month, 3 months, etc. • Other resources or equipment required for the next 5 days, 10 days, 1 month, 3 months, etc. • Clearing backlogs • Leadership and staff rotation/rostering 	Delegated to	Date & Time
Create a Communications Plan for Councillors, Media, Regulators, other stakeholders and Staff as required. (Template: Appendix 1 - Communications Guidelines)	Delegated to	Date & Time
Notify Stakeholders of amended working arrangements.	Delegated to	Date & Time
Organise any required Employee Assistance including counselling to assist with personnel returning to work.	Delegated to	Date & Time

Develop and distribute return-to-work guidance to staff.	Delegated to	Date & Time
Conduct regular Fitness for Work Assessments.	Delegated to	Date & Time
Establish a method to provide financial advice to staff who have been financially impacted.	Delegated to	Date & Time
Other:	Delegated to	Date & Time
	Delegated to	Date & Time
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	Delegated to	Date & Time
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6.3. LOSS OF IT, DATA OR COMMUNICATIONS

Where personal or sensitive information may be compromised, Section 5.4 and the Cyber Security and Data Breach Response Policy must be activated.

Tasks: Loss of IT or Communications		
Contact IT Contractor / Support / or LGIS Cyber Insurer Incident Response Hotline 1800 027 428 ** See response process below	Delegated to	Date & Time
Determine potential cause/s Clarify the extent of the outage Clarify the extent of any data loss Determine restoration target timeframes	Delegated to	Date & Time
Determine whether there is a need for any other staff to assist IT.	Delegated to	Date & Time
Detail a strategy and resources for recovery, including assistance from external contractors, cyber insurer and IT specialists. Communications and employee contact details are on Definitiv.	Delegated to	Date & Time
Consider: Deliverables due today and for the next 5 days, 10 days, 1 month, etc. Consider how workstations and communications for staff relocating to other sites or working from home will be established and allocated. Staff travel arrangements to other sites. Manual procedures or workarounds. Other productive activities not requiring IT or communications infrastructure.	Delegated to	Date & Time
Detail a strategy to resources for recovery, including assistance from neighbouring local governments, responders, external contractors, suppliers, insurers and specialists.	Delegated to	Date & Time
Invoke the IT Disaster Recovery Plan	Delegated to	Date & Time
If there has been a partial loss of IT or Communications, consider how staff working in shifts will be established and allocated (eg; work two shifts of 5 hours rather than one shift of 8 hours)	Delegated to	Date & Time
Notify Stakeholders of amended working arrangements.	Delegated to	Date & Time
Create a Communications Plan for Councillors, Media, Regulators, other stakeholders and Staff as required. (Template: Appendix 1 - Communications Guidelines)	Delegated to	Date & Time
Ensure ongoing interaction with appropriate IT Incident Management for regular updates and feedback.	Delegated to	Date & Time
Ensure protocols for regular update and feedback.	Delegated to	Date & Time
Consider support and wellbeing requirements of IT.	Delegated to	Date & Time
Other:	Delegated to	Date & Time
	Delegated to	Date & Time
	Delegated to	Date & Time

	Delegated to	Date & Time
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6.4. LOSS OF KEY SUPPLIERS (e.g. UTILITIES)

Tasks: Loss of Supplier		
<p>Contact the Supplier (where possible) and determine:</p> <p>The nature and extent of the incident. Have operations ceased entirely, or is it limited? Supply of any goods currently in transit. Whether the supplier has stock on hand that you can collect. Communication updates from the supplier if possible. Assign someone to monitor and communicate with the supplier.</p>	Delegated to	Date & Time
<p>Restoration timeframes and clearance of backlogs (if applicable).</p>	Delegated to	Date & Time
<p>Consider:</p> <ul style="list-style-type: none"> • Time-Critical activities that rely on this supplier. Can these be prioritised immediately? • Length of time before these activities are impacted. • Alternative suppliers? Contact them immediately. • Procurement Requirements - Purchasing Policy. • Alternative procedures. 	Delegated to	Date & Time
<p>Determine if there are any legal, health and safety, reputation or financial implications.</p>	Delegated to	Date & Time
<p>Depending on the nature of the incident, consider:</p> <ul style="list-style-type: none"> • Requesting assistance from contractors or stakeholders. • Staffing requirements for the next 5 days, 10 days, 1 month, 3 months, etc. • Supply requirements for the next 5 days, 10 days, 1 month, 3 months, etc. • Other resources or equipment required for the next 5 days, 10 days, 1 month, 3 months, etc. • Clearing backlogs. • Leadership and staff rotation/rostering. 	Delegated to	Date & Time
<p>Notify stakeholders of amended working arrangements.</p>	Delegated to	Date & Time
<p>Create a Communications Plan for Councillors, Media, Regulators, other stakeholders and Staff as required. (Template: Appendix 1 - Communications Guidelines)</p>	Delegated to	Date & Time
<p>Place additional orders to make up any low supply quantities.</p>	Delegated to	Date & Time
<p>Other:</p>	Delegated to	Date & Time
<p> </p>	Delegated to	Date & Time
<p> </p>	Delegated to	Date & Time
<p> </p>	Delegated to	Date & Time
<p> </p>	Delegated to	Date & Time

6.5. LOSS OF IT/ CYBER INCIDENT

Tasks: Loss of IT/Cyber Incident		
Isolate affected systems (disconnect from network where appropriate)	Delegated to	Date & Time
Preserve evidence (do not alter or shut down systems unless advised)	Delegated to	Date & Time
Notify IT provider and LGIS Cyber Incident Response Hotline	Delegated to	Date & Time
Notify Executive Team / Incident Leader	Delegated to	Date & Time
Determine if personal or sensitive data may be involved	Delegated to	Date & Time
Activate Data Breach Response (DBR) Team (if applicable)	Delegated to	Date & Time
Undertake preliminary assessment (extent, cause, systems affected, data impacted)	Delegated to	Date & Time
Record key details of incident (time, type, data involved, impacted individuals)	Delegated to	Date & Time
Assess risk of serious harm (in line with Data Breach Response Policy)	Delegated to	Date & Time
Confirm whether a data breach has occurred	Delegated to	Date & Time
Notify insurer (LGIS)	Delegated to	Date & Time
Activate backup recovery and restore systems from verified backups	Delegated to	Date & Time
Validate integrity and security of restored systems before use	Delegated to	Date & Time
Prioritise system restoration (Communications → Payroll → Records → Other)	Delegated to	Date & Time
Determine if notification is required under legislation (NDB scheme)	Delegated to	Date & Time
Notify affected individuals, regulators, and stakeholders (if required)	Delegated to	Date & Time
Prepare and approve communications (internal and external)	Delegated to	Date & Time
Monitor systems for further compromise or ongoing risk	Delegated to	Date & Time
Identify root cause of incident	Delegated to	Date & Time
Implement corrective actions to prevent recurrence	Delegated to	Date & Time
Conduct post-incident review and update procedures	Delegated to	Date & Time
Other:	Delegated to	Date & Time
	Delegated to	Date & Time
	Delegated to	Date & Time
	Delegated to	Date & Time

6.6. SUPPLIER CONTINUITY

Tasks: Supplier Continuity				
Supplier	Service	Criticality	Backup Supplier	Notes
Synergy	Power	High	Generator	Ensure fuel supply
Wallis IT	IT Services	High	Backup IT provider	Maintain support agreement and IT Disaster Recovery Plan
Waste Contractor	Waste	High	Alternate contractor	Confirm availability
Water Corporation	Water	High	N/A	Emergency contact required

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7. MANAGE

The following is a basic standing agenda for each regular meeting. Incident-specific information should also be included where relevant.

Tasks		
Arrange responsibilities for tasks and determine target completion times.		
Record all decisions, actions and issues.	Delegated to	Date & Time
Monitor ongoing staff support and wellbeing requirements.	Delegated to	Date & Time
Considerations to be discussed and actioned accordingly:	Delegated to	Date & Time
• Review effectiveness of recovery actions to date.	Delegated to	Date & Time
• Discuss any emerging issues or new information.	Delegated to	Date & Time
• Reassess resource requirements and capabilities for the following weeks and months.	Delegated to	Date & Time
• Review all working arrangements for affected areas.	Delegated to	Date & Time
• Review all Time-Critical business activities.	Delegated to	Date & Time
• Review existing/current workload and any backlogs.	Delegated to	Date & Time
• Review all deferred activities and arrange resumption where possible.	Delegated to	Date & Time
• Assess any insurance implications.	Delegated to	Date & Time
• Set next meeting and venue.	Delegated to	Date & Time
Identify and notify Key Contacts of any amended working arrangements.	Delegated to	Date & Time
Provide feedback, information, copies of communications and copies of logs to Admin Support to ensure that an appropriate record of the incident is maintained.	Delegated to	Date & Time
Provide updates to staff and consider welfare provisions for impacted individuals.	Delegated to	Date & Time
Release external communications if deemed appropriate.	Delegated to	Date & Time
Conduct site visits if deemed appropriate and safe.	Delegated to	Date & Time
Ensure all relevant stakeholders continue to be kept informed.	Delegated to	Date & Time
Continue to monitor Incident and issue instructions as appropriate.	Delegated to	Date & Time
Review status of Incident and scale down recovery as situation dictates.	Delegated to	Date & Time
Implement staff rotation/rostering.	Delegated to	Date & Time
Other:	Delegated to	Date & Time

8. RECOVER

Tasks		
Contact other Local Governments who've experienced a similar incident and request assistance by sharing their post-incident recovery experiences with you.		
Arrange responsibilities for tasks and determine target completion times.		
Record all decisions, actions and issues.	Delegated to	Date & Time
Monitor ongoing staff support and wellbeing requirements.	Delegated to	Date & Time
For review and agreement:	Delegated to	Date & Time
<ul style="list-style-type: none"> Completed action items 	Delegated to	Date & Time
<ul style="list-style-type: none"> Recovery objectives. 	Delegated to	Date & Time
<ul style="list-style-type: none"> Plans are in place to deal with any backlogs. 	Delegated to	Date & Time
<ul style="list-style-type: none"> Communication to staff to recognise efforts. 	Delegated to	Date & Time
<ul style="list-style-type: none"> Target date for completion of post incident review. 	Delegated to	Date & Time
Provide copies of logs and decisions to Admin Officer for collation.	Delegated to	Date & Time
Undertake <u>post-incident review/debrief</u>, including: <ul style="list-style-type: none"> Communication within and between Incident Leadership Team and Support areas. Effectiveness of communications with affected areas and stakeholders. Cost recovery arrangements and insurance offsets. Effectiveness of recovery strategies. Advice to external and internal customers. Media arrangements. Impact of Incident on Shire's reputation. Timeframes for tasks and achievement of targets. Impact on workflows of affected and interdependent areas. Special staffing arrangements and acknowledgement of contributions. IT system performance and recovery arrangements. 	Delegated to	Date & Time
Present findings for review.	Delegated to	Date & Time
Celebrate achievements and anniversary of incident (if appropriate).	Delegated to	Date & Time

9. REVIEW AND MAINTAIN

9.1. TESTING AND EXERCISING

To ensure the effectiveness of this Plan, it is recommended that testing takes place on a regular basis.

Testing may include;

- Annual tabletop exercise involving the Executive Management Team
- Biennial simulation exercise involving operational staff (where feasible)
- Annual IT disaster recovery and backup restoration testing

All exercises must:

- Be documented
- Identify improvement actions
- Be reported to the Executive Management Team
- Include assigned responsibility and timeframes for completion of improvement actions

9.2. PLAN MAINTENANCE

It is critical that this Plan is regularly reviewed to ensure that it remains relevant, accurate and useful.

The Executive Management Team is responsible for:

- Reviewing and maintaining the Plan (biennially)
- Ensuring all contact details and insurance information are updated at least annually
- Ensuring organisational structure changes are reflected in the Plan

The Plan should:

- Use staff titles rather than individual names
- Be updated whenever there are significant organisational or operational changes

Maintaining an up-to-date Plan is a key factor in the successful implementation of response and recovery actions during an incident.

9.3. CONTINUOUS IMPROVEMENT

After any incident or exercise, it is important to assess the performance of the Plan, including:

- What was handled well
- What could be improved
- Any gaps in procedures, resources, or communication

A formal post-incident review (debrief) should be conducted and:

- Documented
- Reported to the Executive Management Team
- Used to update the Plan as soon as practicable (where required)

Where relevant:

- Policies, procedures, and training programs should be updated
- Staff awareness and capability improvements should be implemented

9.4. OPERATIONAL PREPAREDNESS

To support readiness:

- Each workplace fire warden will develop and maintain an evacuation process
- Evacuation plans must be:
 - Laminated
 - Clearly displayed
 - Accessible to staff and visitors

9.5. REVIEW HISTORY

Date	Council Resolution	Description of review/amendment
June 2026		V2.0 – Minor amendments throughout plan following recommended 2 yearly review. <ul style="list-style-type: none">• Inclusion of items from Shire Policy “G - Cyber Security and Data Breach Response”• Under Section 4. Assess, inclusion of business impact analysis.• Inclusion of additional scenario-specific checklists (Loss of IT/Cyber Incident and Supplier Continuity).• Expansion of “Review and Maintain” Section.
March 2024		V1.0 – Creation of document.

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APPENDIX 1 - COMMUNICATIONS GUIDELINES

Sample Communications Template

This is what we know (& this is who is impacted):

This is what we don't know:

This is what we are doing:

This is what we want you to do:

Press Release Example:

On (insert day and date) at approximately (insert time) the Shire of Koorda experienced a business interruption event (describe event • this is what we know, • this is what we don't know, etc, as above). See 'Notification Chart' below for likely questions from stakeholders and 'Message Mapping' below for a template.

Note: ONLY an authorised spokesperson may speak to the media.

Communications Team Responsibilities

Primary	Deputy	Role/Responsibility
CEO	Deputy CEO	<ul style="list-style-type: none"> Works with Management Team/Council, to issue statements to the media. Serves as lead representative at press conferences with assistance as required. Approves all publicly disseminated information. Identifies spokesperson if required.
		<ul style="list-style-type: none"> Works in close liaison with the spokesperson to ensure message accuracy and delivery. Assists with media relations.
		<ul style="list-style-type: none"> Provides legal advice on communications strategies. Provides legal advice on messaging to victim(s), family members, media, etc. Approves messages before release.

Verify the Incident

WHAT happened? WHAT is impacted?	
WHERE did it happen?	
WHEN did it happen?	
WHO is involved? WHO is impacted?	
HOW did it happen?	
WHY did it happen?	
WHAT is currently being completed?	
NOTE: When collecting information, it is important to consider the following:	

- Have all the facts been obtained (to the best of your knowledge)? ___
- What other information is needed?
- Have the details of the situation been confirmed?
- Are the information sources credible?
- Is the information consistent from several sources?
- Other?

Notification Chart		
Stakeholder	Organisational context	Likely Questions
Employees	<ul style="list-style-type: none"> • Organisational impact of event • Continuing operational capability • Alternative work arrangements 	<ul style="list-style-type: none"> ➤ What has happened and why? ➤ What will happen in the immediate future? ➤ Where is assistance available? ➤ Where should we go? ➤ What should we do? ➤ How do we do it? ➤ What are we allowed to say? ➤ Will I get paid? ➤ Is my job safe? ➤ When do I come back to work?
Family/ Next of kin	<p>Immediately</p> <ul style="list-style-type: none"> • The extent of the event. • Names of individuals involved and injuries. • Access to counselling services. 	<ul style="list-style-type: none"> ➤ What has happened? ➤ Who are the staff members involved and are they safe? ➤ What do we do now? Or later? ➤ How could it happen? ➤ Who is responsible?
Board/ Council/ Committee	<ul style="list-style-type: none"> • Impact on local Communities/ Customers. • Timeline to normal capability and capacity. 	<ul style="list-style-type: none"> ➤ What has happened and why? ➤ What is being done to fix it? ➤ What are the impacts on local communities/ customers and how are these being managed? ➤ When will normal capability and capacity be restored?
Auditors/ Shareholders	<ul style="list-style-type: none"> • The nature of the event. • Immediate impacts on operational capacity. • Expected recovery performance. 	<ul style="list-style-type: none"> ➤ Immediate impacts on sales, profits, cash flow? ➤ Financial and brand/image impacts, short term viability etc? ➤ Longer term impacts on organisation? ➤ Asset valuation changes? ➤ What is being done to prevent it from happening again?
Local Community	<p>Immediately</p> <ul style="list-style-type: none"> • That an event has occurred. 	<ul style="list-style-type: none"> ➤ What has happened? ➤ Is it safe? ➤ Could it happen again? ➤ What is being done to ensure that it does not happen again?

Notification Chart

Stakeholder	Organisational context	Likely Questions
Customers	<ul style="list-style-type: none"> • That an event has occurred. • Impact on service/product delivery. • Alternate delivery arrangements. 	<ul style="list-style-type: none"> ➤ What is the impact on product/service quality? ➤ How will delivery be affected? ➤ How will contractual conditions be affected? ➤ Will the organisation be able to continue? ➤ What compensation will be made available? ➤ What other alternate sources of product/service exists? ➤ What is the customer's relative priority/importance to the organisation?
Suppliers	<ul style="list-style-type: none"> • That an event has occurred. • Changes in supply requirements. • Alternate arrangements for receipt of supplies. • Alternate arrangements for accounts payable. 	<ul style="list-style-type: none"> ➤ Will my bills be paid? ➤ Changes to supply requirements? ➤ How long will inventory be required to be held for? ➤ Capacity for changed pricing? ➤ Likely duration of supply changes? ➤ Compensation available for contractual conditions?
Regulators	<ul style="list-style-type: none"> • That the event has occurred and how. • How it will be fixed. • How it will be prevented from happening again. 	<ul style="list-style-type: none"> ➤ What has happened? ➤ How did it happen? ➤ What is being done to fix it? ➤ What is being done to prevent it happening again? ➤ What is the compliance/ capability/ performance of other related areas? ➤ Are all relevant rules and regulations being adhered to?
Media	<ul style="list-style-type: none"> • That an event has occurred/ • Factual. Only what is known, No assumptions. • What measures are being put in place. 	<ul style="list-style-type: none"> ➤ What has happened and how? ➤ Who is responsible? ➤ Can it happen again? ➤ What similar events have happened previously?

SHIRE OF KOORDA

MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and statement of financial position)

For the period ended 31 May 2026

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF KOORDA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2026

Note	Amended	YTD	YTD	Variance*	Variance*	Var.
	Budget	Budget	Actual	\$	%	
	Estimates	Estimates	Actual	(c) - (b)	((c) - (b))/(b)	
	(a)	(b)	(c)			
	\$	\$	\$	\$	%	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	1,267,117	1,267,117	1,266,722	(395)	(0.03%)	
Rates excluding general rates	30,625	30,625	30,625	0	0.00%	
Grants, subsidies and contributions	1,650,511	1,548,011	1,645,216	97,205	6.28%	▲
Fees and charges	709,998	664,011	671,905	7,894	1.19%	
Interest revenue	259,500	237,750	239,931	2,181	0.92%	
Other revenue	69,000	63,580	93,094	29,514	46.42%	▲
Profit on asset disposals	118,000	98,000	110,494	12,494	12.75%	▲
Fair value adjustments to financial assets at fair value through profit or loss	0	0	56,669	56,669	0.00%	▲
	4,104,751	3,909,094	4,114,656	205,562	5.26%	
Expenditure from operating activities						
Employee costs	(1,512,032)	(1,387,453)	(1,380,491)	6,962	0.50%	
Materials and contracts	(1,513,305)	(1,385,754)	(1,422,068)	(36,314)	(2.62%)	▼
Utility charges	(291,640)	(267,329)	(246,240)	21,089	7.89%	▲
Depreciation	(2,481,130)	(2,274,386)	(2,403,680)	(129,294)	(5.68%)	▼
Insurance	(231,496)	(231,496)	(230,977)	519	0.22%	
Other expenditure	(118,261)	(77,307)	(65,745)	11,562	14.96%	▲
Loss on asset disposals	(28,000)	(28,000)	(25,253)	2,747	9.81%	
	(6,175,864)	(5,651,725)	(5,774,454)	(122,729)	(2.17%)	
Non cash amounts excluded from operating activities	2(c) 2,399,402	2,204,386	2,268,712	64,326	2.92%	▲
Amount attributable to operating activities	328,289	461,755	608,914	147,159	31.87%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	1,935,514	1,935,514	2,613,244	677,730	35.02%	▲
Proceeds from disposal of assets	482,432	482,432	489,378	6,946	1.44%	
	2,417,946	2,417,946	3,102,622	684,676	28.32%	
Outflows from investing activities						
Acquisition of property, plant and equipment	(2,436,710)	(2,436,710)	(3,027,076)	(590,366)	(24.23%)	▼
Acquisition of infrastructure	(3,020,291)	(2,962,791)	(2,963,544)	(753)	(0.03%)	
	(5,457,001)	(5,399,501)	(5,990,621)	(591,120)	(10.95%)	
Amount attributable to investing activities	(3,039,055)	(2,981,555)	(2,887,999)	93,556	3.14%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Transfer from reserves	2,139,977	0	1,150,000	1,150,000	0.00%	▲
	2,139,977	0	1,150,000	1,150,000	0.00%	
Outflows from financing activities						
Transfer to reserves	(235,000)	0	(169,466)	(169,466)	0.00%	▼
	(235,000)	0	(169,466)	(169,466)	0.00%	
Amount attributable to financing activities	1,904,977	0	980,534	980,534	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 1,014,823	1,014,823	1,036,202	21,379	2.11%	▲
Amount attributable to operating activities	328,289	461,755	608,914	147,159	31.87%	▲
Amount attributable to investing activities	(3,039,055)	(2,981,555)	(2,887,999)	93,556	3.14%	▲
Amount attributable to financing activities	1,904,977	0	980,534	980,534	0.00%	▲
Surplus or deficit after imposition of general rates	209,034	(1,504,977)	(262,349)	1,242,629	82.57%	▲

KEY INFORMATION

- ▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
 - ▲ Indicates a variance with a positive impact on the financial position.
 - ▼ Indicates a variance with a negative impact on the financial position.
- Refer to Note 3 for an explanation of the reasons for the variance.

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

SHIRE OF KOORDA
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 MAY 2026

	Actual 30 June 2025	Actual as at 31 May 2026
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	1,541,079	289,347
Trade and other receivables	251,500	248,855
Other financial assets	5,848,061	4,867,527
Inventories	7,471	449
Other assets	69,334	0
TOTAL CURRENT ASSETS	7,717,444	5,406,178
NON-CURRENT ASSETS		
Other financial assets	59,715	116,383
Property, plant and equipment	15,892,316	17,929,745
Infrastructure	93,509,077	94,654,452
TOTAL NON-CURRENT ASSETS	109,461,107	112,700,580
TOTAL ASSETS	117,178,552	118,106,758
CURRENT LIABILITIES		
Trade and other payables	477,117	674,963
Contract liabilities	223,084	0
Employee related provisions	357,992	357,992
TOTAL CURRENT LIABILITIES	1,058,194	1,032,956
NON-CURRENT LIABILITIES		
Employee related provisions	66,221	66,221
Other provisions	507,658	507,658
TOTAL NON-CURRENT LIABILITIES	573,879	573,879
TOTAL LIABILITIES	1,632,073	1,606,835
NET ASSETS	115,546,479	116,499,923
EQUITY		
Retained surplus	55,374,085	57,308,063
Reserve accounts	5,848,061	4,867,529
Revaluation surplus	54,324,333	54,324,333
TOTAL EQUITY	115,546,479	116,499,925

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

SHIRE OF KOORDA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2026

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

This prescribed financial report has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied where no inconsistencies exist.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supplementary information does not form part of the financial report.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 10 May 2026

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements.

MATERIAL ACCOUNTING POLICIES

Material accounting policies utilised in the preparation of these statements are as described within the 2025-26 Annual Budget. Please refer to the adopted budget document for details of these policies.

Critical accounting estimates and judgements

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment
 - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Measurement of employee benefits
- Measurement of provisions

SHIRE OF KOORDA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2026

2 NET CURRENT ASSETS INFORMATION

(a) Net current assets used in the Statement of Financial Activity

	Amended Budget Opening	Actual as at	Actual as at
Note	1 July 2025	30 June 2025	31 May 2026
	\$	\$	\$
Current assets			
Cash and cash equivalents	7,389,140	1,541,079	289,347
Trade and other receivables	230,119	251,500	248,855
Other financial assets		5,848,061	4,867,527
Inventories	7,471	7,471	449
Other assets	69,334	69,334	0
	7,696,064	7,717,444	5,406,178
Less: current liabilities			
Trade and other payables	(477,116)	(477,117)	(674,963)
Capital grant/contributions liabilities	(223,084)	(223,084)	0
Employee related provisions	(357,992)	(357,992)	(357,992)
	(1,058,192)	(1,058,194)	(1,032,956)
Net current assets	6,637,872	6,659,250	4,373,222
Less: Total adjustments to net current assets	2(b) (5,623,049)	(5,623,049)	(4,635,572)
Closing funding surplus / (deficit)	1,014,823	1,036,202	(262,350)

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets			
Less: Reserve accounts	(5,848,061)	(5,848,061)	(4,867,527)
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of employee benefit provisions held in reserve	225,012	225,012	231,955
Total adjustments to net current assets	2(a) (5,623,049)	(5,623,049)	(4,635,572)

(c) Non-cash amounts excluded from operating activities

	Amended Budget Estimates	YTD Budget Estimates	YTD Actual
	30 June 2026	31 May 2026	31 May 2026
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	(118,000)	(98,000)	(110,494)
Less: Fair value adjustments to financial assets at amortised cost	0	0	(56,669)
Add: Loss on asset disposals	28,000	28,000	25,253
Add: Depreciation	2,481,130	2,274,386	2,403,680
Movement in current employee provisions associated with restricted cash	8,272		6,942
Total non-cash amounts excluded from operating activities	2,399,402	2,204,386	2,268,712

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the local governments' operational cycle.

SHIRE OF KOORDA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2026

3 EXPLANATION OF MATERIAL VARIANCES

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

The material variance adopted by Council for the 2025-26 year is \$10,000 or 10.00%.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Grants, subsidies and contributions	97,205	6.28%	▲
Sports Club invoices for Bowling Green following completion which was sooner than anticipated within the budget. (Minor variance between library grant and fuel tax credit)			Timing
Other revenue	29,514	46.42%	▲
Payout from LGIS for Members Equity Account (\$27k) used to pay off first 2025 Insurance Instalment. Minor variance to Debt Collection Costs and Transport Licensing Commission			Timing
Profit on asset disposals	12,494	12.75%	▲
All disposal completed. Book figure profit on asset disposals slightly higher than anticipated budget. Full break down in note 6.			Timing
Fair value adjustments to financial assets at fair value through profit or loss	56,669	0.00%	▲
Adjustments to WALGA House Trust Valuation at 30 June 2025.			Permanent
Expenditure from operating activities			
Materials and contracts	(36,314)	(2.62%)	▼
Currently over budget allocation. Fuel \$12k over for YTD (\$5k under annual budget). \$10.2k rates write off for property sold via auction for unpaid rates. Other minor variances.			Timing
Utility charges	21,089	7.89%	▲
Budget split evenly across year. Utilities under current budget allocation.			Timing
Depreciation	(129,294)	(5.68%)	▼
Following completion of plant replacement program, depreciation higher ahead of anticipated budget (\$34k Recreation, \$47k Roads, \$46k Plant)			Timing
Other expenditure	11,562	14.96%	▲
Slight variances under budget for Elected Member expenses, \$7k behind anticipated budget. Community Grant \$2.8k behind anticipated schedule, awaiting acquittals to process final payments. ESL Clothing budget of \$1.5k yet to be expended (no requests/requirement for additional clothing and accessories).			Timing
Non cash amounts excluded from operating activities	64,326	2.92%	▲
Depreciation and asset disposal variances as above.			Timing
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	677,730	35.02%	▲
DFES Capital Grant for P007 Kulja Appliance processed (\$701k in addition to anticipated budget). RRG 24/25 underspent funds of \$18.7k received in 25/27 (in addition to anticipated budget). Final WSFN claim to be processed once current funds expended (\$42.7k behind budget).			Timing
Outflows from investing activities			
Acquisition of property, plant and equipment	(590,366)	(24.23%)	▼
Plant acquisitions completed \$77k under budget, however DFES Capital Grant for new P007 Kulja Appliance now processed showing an unbudgeted variance of \$729k. Buildings currently \$61k behind anticipated budget. Full breakdown on note 5.			Timing
Inflows from financing activities			
Transfer from reserves	1,150,000	0.00%	▲
As per Council RES: 231125 - transfer of \$700,000 from Council Building Reserve for purchase of 6 Greenham St Units. \$450,000 (of \$496,975 allocation) transferred from Recreation Reserve for Bowling Green re-location project.			
Outflows from financing activities			
Transfer to reserves	(169,466)	0.00%	▼
Interest earned on renewal of term deposit after investment from 1 July to 31 March 2026. Renewed until the end of June at a rate of 4.78%.			Timing
Surplus or deficit at the start of the financial year	21,379	2.11%	▲
Variance to opening balance following 2024/2025 audit.			
Surplus or deficit after imposition of general rates	1,242,629	82.57%	▲
As per above explanations.			

SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION

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BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2026**

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.01 M	\$1.01 M	\$1.04 M	\$0.02 M
Closing	\$0.21 M	(\$1.50 M)	(\$0.26 M)	\$1.24 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$	% of total
Unrestricted Cash	\$0.29 M	5.6%
Restricted Cash	\$4.87 M	94.4%

Refer to 3 - Cash and Financial Assets

Payables		
	\$	% Outstanding
Trade Payables	\$0.56 M	
0 to 30 Days		21.2%
Over 30 Days		78.8%
Over 90 Days		0.0%

Refer to 9 - Payables

Receivables		
	\$	%
Rates Receivable	\$0.16 M	88.8%
Trade Receivable	\$0.09 M	% Outstanding
Over 30 Days		4.5%
Over 90 Days		3.4%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.33 M	\$0.46 M	\$0.61 M	\$0.15 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$	% Variance
YTD Actual	\$1.27 M	
YTD Budget	\$1.27 M	(0.0%)

Grants and Contributions		
	\$	% Variance
YTD Actual	\$1.65 M	
YTD Budget	\$1.55 M	6.3%

Refer to 11 - Grants and Contributions

Fees and Charges		
	\$	% Variance
YTD Actual	\$0.67 M	
YTD Budget	\$0.66 M	1.2%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$3.04 M)	(\$2.98 M)	(\$2.89 M)	\$0.09 M

Refer to Statement of Financial Activity

Proceeds on sale		
	\$	%
YTD Actual	\$0.49 M	
Amended Budget	\$0.48 M	1.4%

Refer to 6 - Disposal of Assets

Asset Acquisition		
	\$	% Spent
YTD Actual	\$2.96 M	
Amended Budget	\$3.02 M	(1.9%)

Refer to 5 - Capital Acquisitions

Capital Grants		
	\$	% Received
YTD Actual	\$2.61 M	
Amended Budget	\$1.94 M	35.0%

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.90 M	\$0.00 M	\$0.98 M	\$0.98 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.00 M
Interest expense	\$0.00 M
Principal due	\$0.00 M

Reserves	
Reserves balance	\$4.87 M
Net Movement	(\$0.98 M)

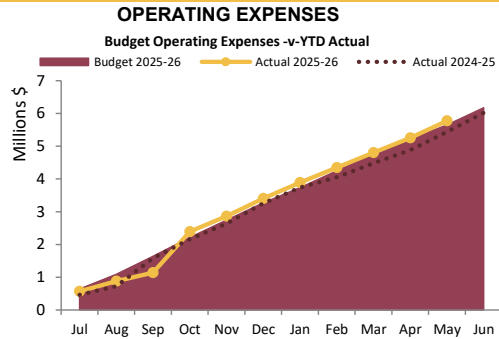
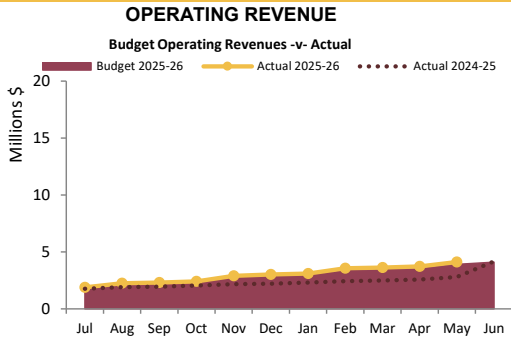
Refer to 4 - Cash Reserves

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

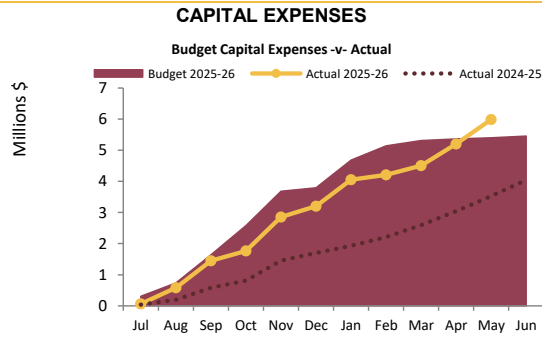
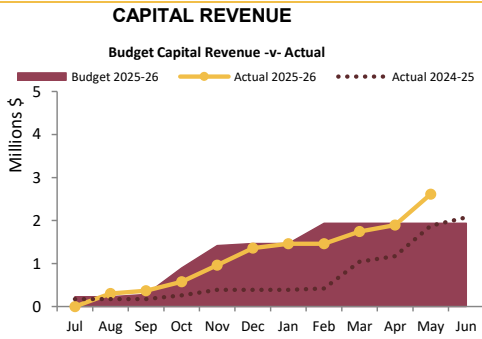
**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2026**

2 KEY INFORMATION - GRAPHICAL

OPERATING ACTIVITIES



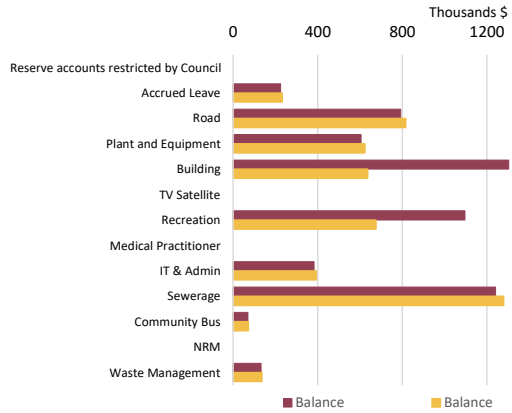
INVESTING ACTIVITIES



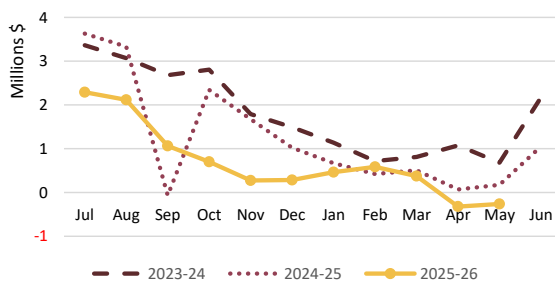
FINANCING ACTIVITIES

BORROWINGS

RESERVES



Closing funding surplus / (deficit)



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

**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2026**

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
CBA Municipal Account	Cash and cash equivalents	\$ 107,003	\$	\$ 107,003	\$	CBA	Variable	
CBA Licensing Account	Cash and cash equivalents	10,934		10,934		CBA	Variable	
CBA Savings Account	Cash and cash equivalents	114,370		114,370		CBA	Variable	
CBA ATM Cash Account	Cash and cash equivalents	33,730		33,730		CBA	Variable	
ATM Cash Account	Cash and cash equivalents	22,550		22,550		Cash		
Cash on Hand	Cash and cash equivalents	760		760		Cash		
Term Deposit XXX1	Financial assets at amortised cost	0	4,867,527	4,867,527		CBA	4.78%	28/06/2026
Total		289,347	4,867,527	5,156,874	0			
Comprising								
Cash and cash equivalents		289,347	0	289,347	0			
Financial assets at amortised cost - Term Deposits		0	4,867,527	4,867,527	0			
		289,347	4,867,527	5,156,874	0			

KEY INFORMATION

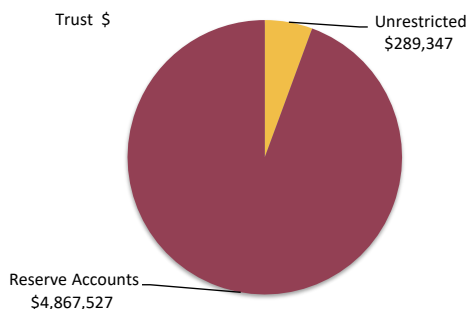
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 8 - Other assets.



**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2026**

4 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
Accrued Leave	225,012	9,042		234,054	225,012	6,942	0	231,955
Road	605,107	31,820	(520,000)	116,927	791,875	24,432	0	816,307
Plant and Equipment	791,875	24,315	(57,000)	759,190	605,107	18,669	0	623,777
Building	907,929	36,483	(912,002)	32,410	1,303,058	33,373	(700,000)	636,431
TV Satellite	35,787	1,438		37,225			0	0
Recreation	1,096,243	44,060	(565,975)	574,328	1,096,243	29,688	(450,000)	675,930
Medical Practitioner	334,607	13,445		348,052			0	0
IT & Admin	382,273	15,361	(75,000)	322,634	382,273	11,794	0	394,067
Sewerage	1,241,540	49,888		1,291,428	1,241,540	38,305	0	1,279,846
Community Bus	70,414	2,829		73,243	70,413	2,172	0	72,586
NRM	24,735	994		25,729			0	0
Waste Management	132,539	5,325	(10,000)	127,864	132,539	4,089	0	136,628
	5,848,061	235,000	(2,139,977)	3,943,084	5,848,061	169,466	(1,150,000)	4,867,527

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings	1,042,474	1,042,474	981,019	(61,455)
Plant and equipment	1,394,236	1,394,236	2,046,058	651,822
Acquisition of property, plant and equipment	2,436,710	2,436,710	3,027,076	590,366
Infrastructure - roads	2,187,000	2,142,000	2,083,433	(58,567)
Infrastructure - other	833,291	820,791	880,111	59,320
Acquisition of infrastructure	3,020,291	2,962,791	2,963,544	753
Total capital acquisitions	5,457,001	5,399,501	5,990,621	591,120
Capital Acquisitions Funded By:				
Capital grants and contributions	1,935,514	1,935,514	2,613,244	677,730
Other (disposals & C/Fwd)	482,432	482,432	489,378	6,946
Reserve accounts				
Road	520,000		0	0
Plant and Equipment	57,000		0	0
Building	912,002		700,000	700,000
Recreation	565,975		450,000	450,000
IT & Admin	75,000		0	0
Waste Management	10,000		0	0
Contribution - operations	899,078	2,981,555	1,737,999	(1,243,556)
Capital funding total	5,457,001	5,399,501	5,990,621	591,120

KEY INFORMATION

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

Upon initial recognition, cost is determined as the amount paid (or other consideration given) to acquire the assets, plus costs incidental to the acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Local Government (Financial Management) Regulation 17A(5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Shire's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

Reportable Value

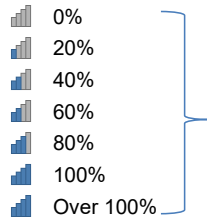
In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total

Level of completion indicators

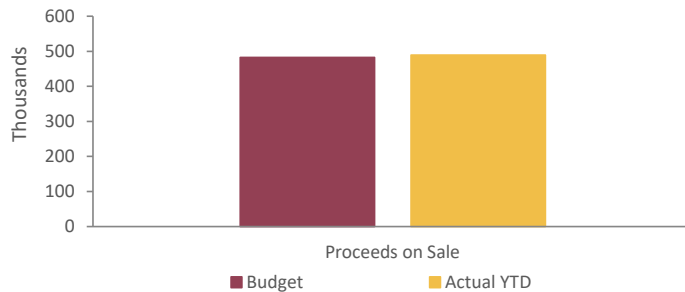


Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

		Amended			Variance		
Account Description		Budget	YTD Budget	YTD Actual	(Under)/Over		
		\$	\$	\$	\$		
	BC001	L253 Admin Office - Building (Capital)	30,000	30,000	0	30,000	
		BC016B	Rec Ground Ablutions	223,500	223,500	228,085	(4,585)
		BC040	L9 (34) Smith St - Building (Capital)	10,200	10,200	11,220	(1,020)
		BC044	L68 (18) Smith St - Building (Capital)	42,500	42,500	5,885	36,615
		BC054	L271 (3) Greenham St - Building (Capital)	6,000	6,000	5,555	445
		BC066	L200 (6) Greenham St - Building (Capital)	730,274	730,274	730,274	0
		PE0021	P002 Ute Mechanic	55,000	55,000	46,894	8,106
		PE0091	P009 Semi Side Tipper	150,000	150,000	125,430	24,570
		PE0131	P013 Excavator	110,000	110,000	102,850	7,150
		PE0181	P018 Prime Mover	270,000	270,000	264,705	5,295
		PE0401	P040 Ute Gardener	50,000	50,000	47,300	2,700
		PE0591	P059 Skidsteer	130,000	130,000	110,200	19,800
		PE0661	P066 Ute Works Crew	55,000	55,000	54,322	678
		PE1001	P100 CEO Vehicle	85,000	85,000	73,698	11,302
		PE2001	P200 WS Vehicle	68,000	68,000	68,877	(877)
		PE3001	P300 DCEO Vehicle	75,000	75,000	76,532	(1,532)
		PE000	Himac Rake	26,000	26,000	25,978	22
		PE0071	P007 Kulja Fire Appliance (DFES Capital Grant)	0	0	729,035	(729,035)
		PE0371	P037 Fire Ute Fastattack (DFES Capital Grant)	320,236	320,236	320,236	0
		RRG006	Kulja-Kalannie Full Recon	355,000	355,000	389,732	(34,732)
		RRG006B	Kulja-Kalannie Reseal	120,000	120,000	125,442	(5,442)
		RRG140	Burakin-Wialki Full Recon	390,000	390,000	418,900	(28,900)
		R2R003	Koorda-Dowerin Asphalt Intersection	39,000	39,000	45,603	(6,603)
		R2R004	Koorda-Kulja Full Recon	390,000	390,000	372,831	17,169
		R2R004B	Koorda-Kulja Asphalt Intersection	35,000	35,000	19,356	15,644
		R2R004C	Koorda-Kulja Reseal	180,000	180,000	188,305	(8,305)
		R2R007	Booralaming-Kulja Reseal	32,000	32,000	35,020	(3,020)
		R2R017	Martin Reform/Sheet	70,000	70,000	80,999	(10,999)
		R2R138	Haig Asphalt Intersection	60,000	60,000	39,017	20,983
		R2R137	Railway Asphalt Intersection	61,000	61,000	88,574	(27,574)
		R2R002	Cadoux-Koorda 24/25	0	0	27,846	(27,846)
		RC002	Cadoux-Koorda WSNF Works	60,000	60,000	11,057	48,943
		RC135	Koorda-Wyalkatchem WSNF Works	45,000	45,000	23,416	21,584
		RC002B	Cadoux-Koorda Reseal	50,000	50,000	48,894	1,106
		RC007	Booralaming-Kulja Reform/Sheet	80,000	80,000	15,281	64,719
		RC010	Mollerin Rock South Reform/Sheet	80,000	60,000	0	60,000
		RC014	Maher Road	0	0	3,905	(3,905)
		RC046	Downie Clearing	20,000	15,000	12,216	2,784
		RC052	Green Road	0	0	5,773	(5,773)
		RC103	Warren Reform/Sheet	100,000	100,000	123,393	(23,393)
		FC098	Footpath Repairs	20,000	0	7,873	(7,873)
		PC004	Refuse Site CCTV	10,000	10,000	7,905	2,095
		PC002B	Rec Centre Playground	50,000	37,500	60,095	(22,595)
		PC005	Bowling Green	694,791	694,791	741,959	(47,168)
		IO015	Caravan Park BBQ	10,000	10,000	17,210	(7,210)
		IO005	Shire Depot CCTV	10,000	10,000	8,490	1,510
		PC006	Rec Ground Retaining & Paving	58,500	58,500	44,452	14,048
		5,457,001	5,399,501	5,990,621	(591,120)		

6 DISPOSAL OF ASSETS

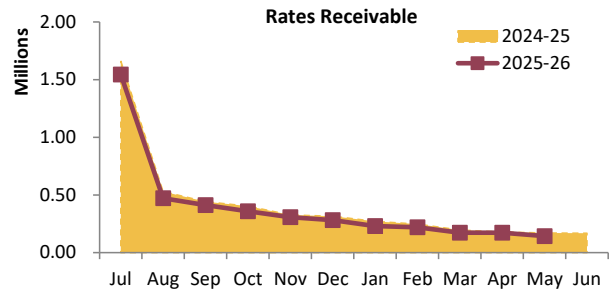
Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
Plant and equipment									
10901	P002 Ute Mechanic	7,500	35,000	27,500	0	2,332	22,727	20,395	0
10908	P009 Semi Side Tipper	25,000	20,000	0	(5,000)	24,963	41,191	16,228	0
10912	P013 Excavator	0	30,000	30,000	0	0	36,316	36,316	0
10916	P018 Prime Mover	70,000	90,000	20,000	0	60,832	59,361	0	(1,471)
10935	P040 Ute Gardener	9,500	25,000	15,500	0	4,673	19,091	14,418	0
10948	P059 Skidsteer	0	25,000	25,000	0	0	22,577	22,577	0
10996	P066 Ute Works Crew	38,000	30,000	0	(8,000)	36,300	33,727	0	(2,572)
11110	P100 CEO Vehicle	75,000	75,000	0	0	72,004	63,641	0	(8,363)
11109	P200 WS Vehicle	65,000	58,000	0	(7,000)	64,976	55,455	0	(9,522)
11107	P300 DCEO Vehicle	73,000	65,000	0	(8,000)	72,870	69,545	0	(3,325)
10909	P010 Fire Tender			0	0	8,531	9,091	560	0
10906	P007 KuljaTruck (returned to DFES)			0	0	27,223	27,223	0	0
10933	P037 Fire Ute (returned to DFES)	29,432	29,432	0	0	29,432	29,432	0	0
		392,432	482,432	118,000	(28,000)	404,137	489,378	110,494	(25,253)



7 RECEIVABLES

Rates receivable

	30 June 2025	31 May 2026
	\$	\$
Opening arrears previous year	151,329	186,709
Levied this year	1,274,465	1,266,722
Less - collections to date	(1,239,085)	(1,290,714)
Net rates collectable	186,709	162,717
% Collected	86.9%	88.8%



Receivables - general

	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	32,517	183	213	1,164	34,077
Percentage	0.0%	95.4%	0.5%	0.6%	3.4%	
Balance per trial balance						
Trade receivables						34,077
GST receivable						13,176
Other receivables - Interest Receivable						38,884
Total receivables general outstanding						86,138

Amounts shown above include GST (where applicable)

KEY INFORMATION

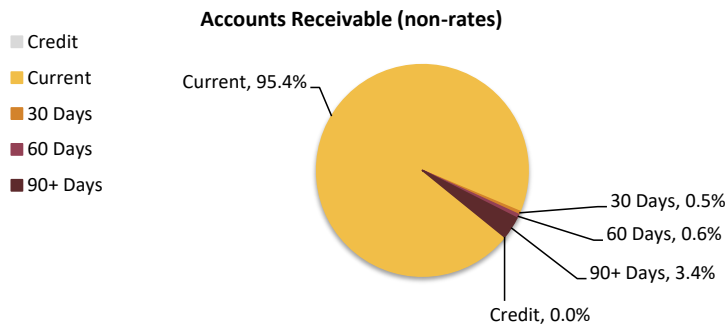
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.



8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 31 May 2026
	\$	\$	\$	\$
Other current assets				
Financial assets at amortised cost	5,848,061	(980,534)		4,867,527
Inventory				
Fuel	7,471	140,547	(147,569)	449
Other assets				
Contract assets	69,334		(69,334)	0
Total other current assets	5,924,865	(839,987)	(216,903)	4,867,976

Amounts shown above include GST (where applicable)

KEY INFORMATION

Inventory

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

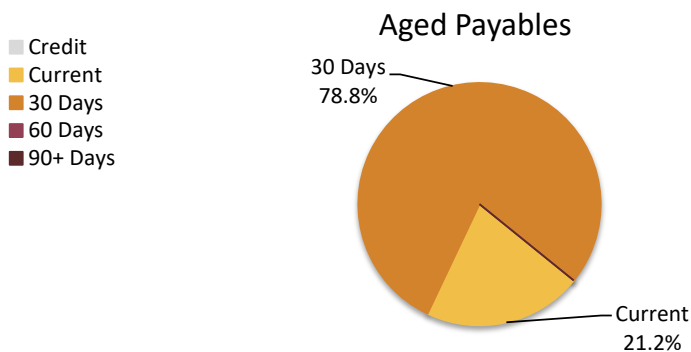
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	117,791	437,483	0	0	555,274
Percentage	0.0%	21.2%	78.8%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors						555,274
Other payables - Dept Transport						934
Other payables - Prepaid Rates						19,446
Other payables - Retention and Bonds						65,150
Other payables - GST Payable						4,743
Other payables - PAYG Payables						28,318
Other payables - FBT Liabilities						0
Other payables - ESL Liabilities						1,379
Other payables - Withholding Tax Liability						(279)
Total payables general outstanding						674,963

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



10 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 May 2026
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Contract liabilities		223,084	0		(223,084)	0
Other Liabilities - Councillor Nomination Fee		0	0	500	(500)	0
Total other liabilities		223,084	0	500	(223,584)	0
Employee Related Provisions						
Provision for annual leave		196,715	0			196,715
Provision for long service leave		161,277	0			161,277
Total Provisions		357,992	0	0	0	357,992
Total other current liabilities		581,077	0	500	(223,584)	357,992

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 11

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2026**

OPERATING ACTIVITIES

11 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Amended Budget	YTD Budget	YTD Revenue
	1 July 2025		(As revenue)	31 May 2026	31 May 2026	Revenue	Budget	Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
Financial Assistance Grant - General				0		840,624	840,624	840,624
Financial Assistance Grant - Roads				0		414,753	414,753	414,753
DFES Bush Fire Brigade Operating Grant				0		27,274	27,274	27,274
Contribution from Koorda Sports Club				0		100,000	0	100,000
Library Grant				0		5,000	5,000	3,000
Seniors Week Grant				0		3,300	3,300	3,300
Main Roads Direct Road Grant				0		229,560	229,560	229,560
Fuel Tax Credit Scheme				0		30,000	27,500	26,705
	0	0	0	0	0	1,650,511	1,548,011	1,645,216

**SHIRE OF KOORDA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2026**

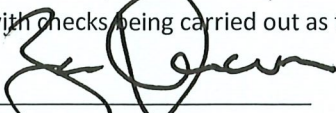
INVESTING ACTIVITIES

12 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities				Capital grants, subsidies and			
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Amended Budget	YTD	YTD Revenue
	1 July 2025		(As revenue)	31 May 2026	31 May 2026	Revenue	Budget	Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
DFES Cyclone Seroja Local Government Resilience Fund	223,084			223,084	223,084	223,084	223,084	223,084
CSRFF - Bowling Green Project				0	0	97,816	97,816	97,816
Regional Road Group Grant				0	0	575,048	575,048	593,728
Wheatbelt Secondary Freight Network (WSFN) Grant				0	0	42,762	42,762	0
Roads to Recovery Grant				0	0	706,000	706,000	706,000
DFES Capital Grant for KD037 Fastattack Replacement				0	0	290,804	290,804	992,616
	223,084	0	0	223,084	223,084	1,935,514	1,935,514	2,613,244

**Monthly Report - List of Accounts Paid
Submitted to Council 17 June 2026**

The following list of accounts has been paid under delegation, by the Chief Executive Officer, since the previous list of accounts. Municipal vouchers numbered from V744 to V792 and direct bank transactions totalling \$568,010.84 submitted to each member of the Council, on Wednesday the 17 June 2026, have been checked and are fully supported by vouchers and duly certified invoices with checks being carried out as to prices, computations and costing.


Zac Donovan
Chief Executive Officer

No.	Payment Date	Supplier Name	Description of Purchase	Payment made by delegated authority
V744	15/05/2026	CSSTech	Monthly Operating Charges	\$ 81.42
V745	15/05/2026	Gups Mobile Welding PL	Plant Repairs	\$ 888.00
V746	15/05/2026	KTY Electrical Services	Repairs & Maintenance - Rec Centre	\$ 6,501.00
V747	15/05/2026	Market Creations Agency	Website Services	\$ 12,243.66
V748	15/05/2026	SD Mechanical Solutions PL	Plant Repairs	\$ 6,723.52
V749	15/05/2026	Stabilised Pavements of Australia	Road Construction Material	\$ 104,671.29
V750	15/05/2026	Wheatbelt Liquid Waste	Waste Removal	\$ 1,529.00
V751	20/05/2026	Shire of Koorda	Employee Wages	\$ 56,869.88
V752	20/05/2026	Beam Superannuation	Employee Superannuation Payment	\$ 13,485.88
V753	22/05/2026	Bitutek PL	Road Construction Material	\$ 84,361.45
V754	22/05/2026	G Thorpe Enterprises	Contract Maintenance Various Buildings	\$ 1,821.88
V755	22/05/2026	Koorda Great Southern Fuels	Bulk Diesel & Admin Cards (See Below)	\$ 27,254.91
V756	22/05/2026	Koorda Sports Club	Community Grants Program	\$ 1,492.21
V757	22/05/2026	NEWROC	Policy Contribution	\$ 2,828.00
V758	22/05/2026	Petchell Mechanical	Plant Repairs	\$ 8,970.17
V759	22/05/2026	RB Motors	Plant Purchase	\$ 31,008.35
V760	22/05/2026	Shire of Wongan Ballidu	Medical Services	\$ 10,083.34
V761	22/05/2026	Synergy	Electricity Accounts	\$ 13,531.98
V762	22/05/2026	Telstra Corp LTD Damages	Relocation Charge	\$ 51,147.34
V763	22/05/2026	WA Contract Ranger	Ranger Services	\$ 693.00
V764	22/05/2026	Wallis Computer Solutions	IT Services	\$ 5,017.76
V765	27/05/2026	DC Lipari	Bond Return	\$ 280.00
V766	27/05/2026	JD Fisher	Bond Return	\$ 1,080.56
V767	27/05/2026	TM McMiles	Bond Return	\$ 350.00
V768	28/05/2026	AMPAC Debt Recovery WA PL	Debt Recovery Costs	\$ 429.00
V769	28/05/2026	Armadale Lock & Key Service	Consumables	\$ 164.40
V770	28/05/2026	Avon Waste	Bulk Waste Collection	\$ 6,362.42
V771	28/05/2026	Central Wheatbelt Plumbing	Plumbing Repairs	\$ 937.64
V772	28/05/2026	DFES	ESL Payment	\$ 805.60
V773	28/05/2026	Gups Mobile Welding PL	Plant Repairs	\$ 207.50
V774	28/05/2026	Koorda Ag Parts	Parts, Repairs & Consumables	\$ 4,251.72
V775	28/05/2026	Koorda Meats & Moore	Catering	\$ 357.50
V776	28/05/2026	Koorda Supermarket PL	Meeting & Office Consumables	\$ 221.97
V777	28/05/2026	KTY Electrical Services	Repairs & Maintenance - Office & C'Park	\$ 695.09
V778	28/05/2026	RBC Rural	Meterplan Charge	\$ 275.13
V779	28/05/2026	RDA Wheatbelt	Subscription	\$ 550.00
V780	28/05/2026	Telstra Corp LTD	Bulk Accounts	\$ 660.57
V781	28/05/2026	WA Contract Ranger	Ranger Services	\$ 693.00
V782	28/05/2026	Withers & Associates PL	Consultancy Services	\$ 4,950.00

V783	28/05/2026	Wongan Hills Hardware	Consumables	\$ 61.25
V784	1/06/2026	Credit Card	See Below	\$ 1,382.38
V785	2/06/2026	R Boulton	Refund	\$ 250.00
V786	2/06/2026	GL & JM Poole	Refund	\$ 1,622.09
V787	2/06/2026	Water Corporation	Water Accounts	\$ 21,779.92
V788	3/06/2026	Shire of Koorda	Employee Wages	\$ 62,299.68
V789	3/06/2026	Beam Superannuation	Employee Superannuation Payment	\$ 13,244.18
V790	5/06/2026	G Thorpe Enterprises	Contract Maintenance Various Buildings	\$ 1,896.35
V791	5/06/2026	Koorda LPO	May Statement	\$ 81.75
V792	5/06/2026	Reward Hospitality	Cleaning Consumables	\$ 917.10
			GRAND TOTAL	\$ 568,010.84
Great Southern Fuel Supplies				
V755	1/04/2026	DCEO Card	P300 Fuel Purchase	\$ 228.74
	1/04/2026	CEO Card	P100 Fuel Purchase	\$ 116.91
	13/04/2026	DCEO Card	P300 Fuel Purchase	\$ 275.08
	14/04/2026	CEO Card	P100 Fuel Purchase	\$ 248.24
	24/04/2026	CEO Card	P100 Fuel Purchase	\$ 180.80
	30/04/2026	WS Card	P040 Fuel Purchase	\$ 100.01
				\$ 1,149.78
Credit Card				
V784	29/04/2026	The West Australian	The West Subscription	\$ 32.00
	4/05/2026	Crisp Wireless	Internet Accounts	\$ 852.90
	6/05/2026	Satellite Phone Sales	Satellite Phone Account	\$ 101.98
	8/05/2026	St John WA	Defibrillator Parts	\$ 236.00
	21/05/2026	Koorda Meats & Moore	Catering	\$ 127.50
	27/05/2026	The West Australian	The West Subscription	\$ 32.00
				\$ 1,382.38

Description	Notes	Account	Fee & Charge 2025/26	Fee & Charge 2026/27	GST	Statutory or Council Fee	Act or Regulation
Property Enquiries							
Settlement/Real Estate Agents - Rural Rates Enquiry Only	Per Request	3030121	\$ 82.50	\$ 88.00	Y	C	LG Act 1995 Section 6.16
Settlement/Real Estate Agents - Townsite Only Rates, Orders & Requisitions	Per Request	3030121	\$ 137.50	\$ 143.00	Y	C	LG Act 1995 Section 6.16
CBH Ex-gratia rates - per tonne		3030140	\$ 0.070	\$ 0.073	Y	C	LG Act 1995 Section 6.16
Administration							
Application for Fixed Roadside Advertising Sign	Per Annum	3030220	\$ -	\$ 100.00	Y	C	LG Act 1995 Section 6.16
Photocopying/Printing per page (A4, 1 side B&W)	Per page	3030220	\$ 0.85	\$ 0.85	Y	C	LG Act 1995 Section 6.16
Photocopying/Printing per page (A3, 1 side B&W)	Per page	3030220	\$ 1.00	\$ 1.00	Y	C	LG Act 1995 Section 6.16
Photocopying/Printing per page (A4)	Per page	3030220	\$ 2.00	\$ 2.00	Y	C	LG Act 1995 Section 6.16
Photocopying/Printing per page (A3)	Per page	3030220	\$ 2.00	\$ 2.00	Y	C	LG Act 1995 Section 6.16
Scanning to File per page (A3 & A4)	Per page	3030220	\$ 1.00	\$ 1.00	Y	C	LG Act 1995 Section 6.16
Corndolly Pins	Per item	3030222	\$ 9.00	\$ 9.00	Y	C	LG Act 1995 Section 6.16
Keyrings	Per item	3030222	\$ 6.00	\$ 6.00	Y	C	LG Act 1995 Section 6.16
Pens	Per item	3030222	\$ 5.00	\$ 5.00	Y	C	LG Act 1995 Section 6.16
Stubby Holders	Per item	3030222	\$ 4.00	\$ 4.00	Y	C	LG Act 1995 Section 6.16
Animal Control							
Dog Annual Registration; Sterilised Dog/Bitch	Per Year	3050221	\$ 20.00	\$ 20.00	N	S	Dog Regulations 2013 (Reg 17)
Dog Annual Registration; Unsterilised Dog/Bitch	Per Year	3050221	\$ 50.00	\$ 50.00	N	S	Dog Regulations 2013 (Reg 17)
Dog Three Registration; Sterilised Dog/Bitch	Per Three Years	3050221	\$ 42.50	\$ 42.50	N	S	Dog Regulations 2013 (Reg 17)
Dog Three Registration; Unsterilised Dog/Bitch	Per Three Years	3050221	\$ 120.00	\$ 120.00	N	S	Dog Regulations 2013 (Reg 17)
Dog Life Registration; Sterilised Dog/Bitch	Life	3050221	\$ 125.00	\$ 125.00	N	S	Dog Regulations 2013 (Reg 17)
Dog Life Registration; Unsterilised Dog/Bitch	Life	3050221	\$ 250.00	\$ 250.00	N	S	Dog Regulations 2013 (Reg 17)
Dog Concession; Working Dogs	Per Year	3050221	25% of fee	25% of fee	N	S	Dog Regulations 2013 (Reg 17)
Dog Concession; Pensioners	Per Year	3050221	50% of fee	50% of fee	N	S	Dog Regulations 2013 (Reg 17)
Registration; Service Dog	Per Year	3050221	No Charge	No Charge	N	S	Dog Regulations 2013 (Reg 17)
Impound Fees; Dogs & Cats	Per Impound	3050220	\$ 75.00	\$ 80.00	Y	C	LG ACT 1995 Section 6.16
Sustenance Fee	Per Day	2050265	\$ 20.00	\$ 25.00	Y	C	LG ACT 1995 Section 6.16
Release of Dog or Cat Outside Facility Opening Hours	Per Animal	3050220	\$ 225.00	\$ 235.00	Y	C	LG ACT 1995 Section 6.16
First Aid Treatment of Any Impounded Animal	Cost Recovery	2050265	Cost Recovery	Cost Recovery	Y	C	LG ACT 1995 Section 6.16
Dog Yard Inspection; Restricted & Dangerous Dog Only	Per Inspection	2050216	\$ 50.00	\$ 50.00	Y	S	Dog Regulations 2013 (Reg 17)
Application of Licence as Approved Kennel Establishment	Per Application	3050221	\$ 200.00	\$ 200.00	N	S	Dog Regulations 2013 (Reg 17)
Approved Kennel Establishment Licence & Annual Renewal	Per Licence	3050221	\$ 200.00	\$ 200.00	N	S	Dog Regulations 2013 (Reg 17)
Application to Keep More Than The Prescribed Number of Dogs	Per Application	3050221	\$ 100.00	\$ 100.00	N	S	Dog Regulations 2013 (Reg 17)
Ranger Inspection Fee	Per Application	2050216	\$ 50.00	\$ 55.00	Y	C	LG ACT 1995 Section 6.16
Cat Annual Registration; Sterilised Cat	Per Year	3050221	\$ 20.00	\$ 20.00	N	S	Cat Act 2011
Cat Three Year Registration; Sterilised Cat	Per Three Years	3050221	\$ 42.50	\$ 42.50	N	S	Cat Act 2011
Cat Life Registration; Sterilised Cat	Life	3050221	\$ 100.00	\$ 100.00	N	S	Cat Act 2011
Cat Concession; Pensioners	Per Year	3050221	50% of fee	50% of fee	N	S	Cat Act 2011
Registration of Breeding Cat	Per Year	3050221	\$ 100.00	\$ 100.00	N	S	Cat Act 2011
Sustenance Fee; All Livestock Per Head	Per Day	2050265	Cost Recovery	Cost Recovery	Y	C	LG ACT 1995 Section 6.16
Infringements	Per Infringement	2050216	Per Act	Per Act	N	S	R35 Dog Regulations 2013 & S62 Cat Act 2011
Building Hire							
ES Building	Per Day	3050520	\$ 85.00	\$ 90.00	Y	C	LG ACT 1995 Section 6.16
ES Building; Darts Club - per use	Per Event	3050520	-	\$ 20.00	Y	C	LG ACT 1995 Section 6.16
WACHS Health Centre Rent	Per Week	3070720	\$ 165.00	\$ 173.25	Y	C	LG ACT 1995 Section 6.16
WACHS Health Centre Room Hire	Per Day	3070720	\$ 55.00	\$ 60.00	Y	C	LG ACT 1995 Section 6.16
Public Hall; All Facilities	Per Event	3110120	\$ 176.00	\$ 185.00	Y	C	LG ACT 1995 Section 6.16
Public Hall; Club Hire - Morning/Afternoon	Per Event	3110120	\$ 15.00	\$ 20.00	Y	C	LG ACT 1995 Section 6.16
Public Hall; Club Hire - Evening after 5pm, Casual Use or Stage Only	Per Event	3110120	\$ 25.00	\$ 30.00	Y	C	LG ACT 1995 Section 6.16
Public Hall; Full Dress Rehearsal	Per Event	3110120	\$ 50.00	\$ 55.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Function - All Facilities (Pavillion, Kitchen, Bar etc)	Per Event	3110320	\$ 285.00	\$ 300.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Meeting Rooms (Old Kitchen/Tennis Rooms/Kitchen Only)	Per Event	3110320	\$ 85.00	\$ 90.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Use of PA System	Per Event	3110320	\$ 50.00	\$ 55.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Bond for PA System	Bond	3110320	\$ 270.00	\$ 285.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Functions where alcohol will be consumed	Bond	3110320	\$ 385.00	\$ 400.00	Y	C	LG ACT 1995 Section 6.16
Swimming Pool (Out of normal hours - Manager's wage)	Per Hour	3110220	\$ 77.00	\$ 77.00	Y	C	LG ACT 1995 Section 6.16

Description	Notes	Account	Fee & Charge 2025/26	Fee & Charge 2026/27	GST	Statutory or Council Fee	Act or Regulation
Housing							
Staff Housing; Employee Rent (\$50 discount/week on property rental price)	Per Week		\$ 110.00	-	N	C	LG ACT 1995 Section 6.16
Lot 09 (52) Smith	Per Week	Pending occupancy 3090120-Staff 3090220-Other	-	\$ 205.00	N	C	LG ACT 1995 Section 6.16
Lot 68 (18) Smith	Per Week		-	\$ 230.00	N	C	LG ACT 1995 Section 6.16
Lot 95 (38) Greenham (3)	Per Week		\$ 192.00	\$ 215.00	N	C	LG ACT 1995 Section 6.16
Lot 98 (32) Greenham	Per Week		\$ 198.00	\$ 205.00	N	C	LG ACT 1995 Section 6.16
Lot 164 (8A & 8B) Lodge (2)	Per Week		\$ 204.00	\$ 230.00	N	C	LG ACT 1995 Section 6.16
Lot 200 (6) Greenham (4)	Per Week		-	\$ 220.00	N	C	LG ACT 1995 Section 6.16
Lot 203 (4) Pearman	Per Week		\$ 204.00	\$ 225.00	N	C	LG ACT 1995 Section 6.16
Lot 271 (3) Greenham	Per Week		-	\$ 210.00	N	C	LG ACT 1995 Section 6.16
Lot 274 (2) Lodge	Per Week		-	\$ 215.00	N	C	LG ACT 1995 Section 6.16
Lot 282 (7) Pearman	Per Week		-	\$ 235.00	N	C	LG ACT 1995 Section 6.16
Lot 550 DEF (38) Smith (3)	Per Week		\$ 162.00	\$ 215.00	N	C	LG ACT 1995 Section 6.16
Lot 164 (8C) Lodge (GROH Lease)	Per Week		Negotiated	Negotiated	N	C	LG ACT 1995 Section 6.16
Lot 204 (6) Pearman (GROH Lease)	Per Week		Negotiated	Negotiated	N	C	LG ACT 1995 Section 6.16
Community Housing; Lot 13 (49) Smith (3)	Per Week		3090320	\$ 168.00	\$ 200.00	N	C
Community Housing; Lot 291 (46) Smith (3)	Per Week	3090320	\$ 168.00	\$ 200.00	N	C	LG ACT 1995 Section 6.16
Community Housing; 550 ABC (38) Smith (3)	Per Week	3090320	\$ 162.00	\$ 210.00	N	C	LG ACT 1995 Section 6.16
Housing Bond; Four Weeks Rent and \$150 Pet Bond if Applicable					N	C	LG ACT 1995 Section 6.16
Refuse Collection							
Refuse Collection	Per Bin	3100120	\$ 200.00	\$ 240.00	N	C	S.67 WARR Act 2007
Refuse Collection; Age Pensioner	Per Bin	3100120	\$ 140.00	\$ 170.00	N	C	S.67 WARR Act 2007
Recycling Collection	Per Bin	3100125	\$ 190.00	\$ 225.00	N	C	S.67 WARR Act 2007
Recycling Collection; Age Pensioner	Per Bin	3100125	\$ 140.00	\$ 170.00	N	C	S.67 WARR Act 2007
Rubbish Site Charge; Non Collection			\$ 60.00	\$ 60.00	Y	C	S.67 WARR Act 2007
Replacement Bin	Per Bin		Cost Recovery	Cost Recovery	Y	C	LG ACT 1995 Section 6.16
Sewerage							
Sewerage Rate in the Dollar		3100120	\$ 0.08713	\$ 0.09150			Health (Miscellaneous Provisions) Act 1911 Section 41
Minimum Charge		3100120	\$ 380.00	\$ 400.00			Health (Miscellaneous Provisions) Act 1911 Section 41
Non-Rated Properties; First Major Fixture		3100120	\$ 270.00	\$ 285.00			Health (Miscellaneous Provisions) Act 1911 Section 41
Non-Rated Properties; Each Additional Major Fixture		3100120	\$ 125.00	\$ 130.00			Health (Miscellaneous Provisions) Act 1911 Section 41
Septic Fees (Statutory)							
Application Fee	Per Application	3100321	\$ 118.00	\$ 118.00	N	S	Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 197
Local Government Report Fee (Waste greater than 540L per day)	Per Application	3100321	\$ 118.00	\$ 118.00	N	S	Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 197
Permit to Use an Apparatus (Includes All Inspections)	Per Inspection	3100321	\$ 118.00	\$ 118.00	N	S	Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 197
Town Planning							
As Per Development & Planning (Local Government Fees) Regulations 2000	Per Application	3100620				S	Planning and Development Regulations 2009
Application Fee for Permanent Road Closure	Per Application	3100620	Cost Recovery	Cost Recovery	N	S	Planning and Development Regulations 2009
Local Planning Scheme Amendment - Basic Amendment Plan	Per Application	3100620	\$ 1,500.00	\$ 1,575.00	N	S	Planning and Development Regulations 2009
Local Planning Scheme Amendment - Standard Amendment Plan	Per Application	3100620	\$ 2,500.00	\$ 2,625.00	N	S	Planning and Development Regulations 2009
Local Planning Scheme Amendment - Complex Amendment Plan	Per Application	3100620	\$ 5,000.00	\$ 5,250.00	N	S	Planning and Development Regulations 2009

Description	Notes	Account	Fee & Charge 2025/26	Fee & Charge 2026/27	GST	Statutory or Council Fee	Act or Regulation
Cemetery							
Plot Fee; Land For Grave 2.4m x 1.2m	Per Application	3100720	\$ 30.00	\$ 32.50	Y	C	Cemeteries Act 1986
Plot Fee; Land For Grave 2.4m x 2.4m	Per Application	3100720	\$ 60.00	\$ 65.00	Y	C	Cemeteries Act 1986
Digging of Grave; Child Under 5 Years of Age, 1.2m Deep	Per Internment	3100720	\$ 820.00	\$ 860.00	Y	C	Cemeteries Act 1986
Digging of Grave; Any Other Person, 1.8m Deep	Per Internment	3100720	\$ 1,240.00	\$ 1,300.00	Y	C	Cemeteries Act 1986
Digging of Grave; Any Other Person, 2.15m Deep	Per Internment	3100720	\$ 1,500.00	\$ 1,575.00	Y	C	Cemeteries Act 1986
Digging of Grave; Beyond 1.8m for Each Additional 0.3m or Part Thereof	Per Internment	3100720	\$ 200.00	\$ 210.00	Y	C	Cemeteries Act 1986
Re-Opening of Grave; Any Child Under 5 Years (Opening & Refilling)	Per Application	3100720	\$ 820.00	\$ 860.00	Y	C	Cemeteries Act 1986
Re-Opening of Grave; Any Persons Over 5 Years (Opening & Refilling)	Per Application	3100720	\$ 1,240.00	\$ 1,300.00	Y	C	Cemeteries Act 1986
Grant of Right of Burial	Per Application	3100720	\$ 108.00	\$ 115.00	N	C	Cemeteries Act 1986
Additional Charge; Funeral Held on Saturdays	Per Event	3100720	\$ 325.00	\$ 350.00	Y	C	Cemeteries Act 1986
Additional Charge; Funeral Held on Public Holidays and Sundays	Per Event	3100720	\$ 540.00	\$ 570.00	Y	C	Cemeteries Act 1986
Niche Wall; Single Niche	Per Application	3100721	\$ 150.00	\$ 160.00	Y	C	Cemeteries Act 1986
Niche Wall; Double Niche	Per Application	3100721	\$ 250.00	\$ 265.00	Y	C	Cemeteries Act 1986
Funeral Directors Licence (Valid until 30 June of the financial year paid)	Per Application	3100720	\$ 59.50	\$ 65.00	N	C	Cemeteries Act 1986
Monumental Masons Licence (Valid until 30 June of the financial year paid)	Per Application	3100722	\$ 59.50	\$ 65.00	N	C	Cemeteries Act 1986
Permit; Erect Monument or Headstone	Per Application	3100722	\$ 27.00	\$ 30.00	N	C	Cemeteries Act 1986
Permit; Erect Any Name Plate	Per Application	3100722	\$ 21.00	\$ 25.00	N	C	Cemeteries Act 1986
Seasonal Sporting Club Fees							
Recreation Ground; Cricket	Per Annum	3110321	\$ 720.00	\$ 755.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Tennis	Per Annum	3110321	\$ 660.00	\$ 695.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Basketball	Per Annum	3110321	\$ 660.00	\$ 695.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Hockey	Per Annum	3110321	\$ 660.00	\$ 695.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Netball	Per Annum	3110321	\$ 660.00	\$ 695.00	Y	C	LG ACT 1995 Section 6.16
Recreation Ground; Football	Per Annum	3110321	\$ 4,125.00	\$ 4,330.00	Y	C	LG ACT 1995 Section 6.16
Sports Club; Golf	Per Annum	3110321	-	\$ 695.00	Y	C	LG ACT 1995 Section 6.16
Gymnasium Fees							
Annual - Adult	Per Year	3110322	\$ 200.00	\$ 210.00	Y	C	LG ACT 1995 Section 6.16
Annual - Pensioner/Student	Per Year	3110322	\$ 165.00	\$ 175.00	Y	C	LG ACT 1995 Section 6.16
6 months - Adult	Per 6 Months	3110322	\$ 125.00	\$ 130.00	Y	C	LG ACT 1995 Section 6.16
6 months - Pensioner/Student	Per 6 Months	3110322	\$ 105.00	\$ 110.00	Y	C	LG ACT 1995 Section 6.16
3 months - Adult	Per 3 Months	3110322	\$ 80.00	\$ 85.00	Y	C	LG ACT 1995 Section 6.16
3 months - Pensioner/Student	Per 3 Months	3110322	\$ 65.00	\$ 70.00	Y	C	LG ACT 1995 Section 6.16
Sports Club	Per Session	3110322	\$ 15.00	\$ 15.00	Y	C	LG ACT 1995 Section 6.16
Fob Bond	Bond	3110322	\$ 30.00	\$ 30.00	Y	C	LG ACT 1995 Section 6.16
Drive In Entry							
Double Feature Adults; 16 and over	Per event	3110323	\$ 15.00	\$ 15.00	Y	C	LG ACT 1995 Section 6.16
Double Feature Children; 3 years and under free	Per event	3110323	\$ 5.00	\$ 5.00	Y	C	LG ACT 1995 Section 6.16
Single Movie Screening Adults; Children free	Per event	3110323	\$ 10.00	\$ 10.00	Y	C	LG ACT 1995 Section 6.16
Library							
Charge for lost or damaged books	Per book	3110501	Replacement Value	Replacement Value		C	LG ACT 1995 Section 6.16

Description	Notes	Account	Fee & Charge 2025/26	Fee & Charge 2026/27	GST	Statutory or Council Fee	Act or Regulation
Short Term Accommodation - Yalambee							
1 Bedroom Unit (See 2 Bedroom Unit for 2026/2027 fees)	Per Night	3130222	\$ 140.00	-	Y	C	LG ACT 1995 Section 6.16
1 Bedroom Unit (See 2 Bedroom Unit for 2026/2027 fees)	Per Week	3130222	\$ 700.00	-	Y	C	LG ACT 1995 Section 6.16
2 Bedroom Unit	Per Night	3130222	\$ 180.00	\$ 190.00	Y	C	LG ACT 1995 Section 6.16
2 Bedroom Unit	Per Week	3130222	\$ 900.00	\$ 945.00	Y	C	LG ACT 1995 Section 6.16
Cleaning Fee - If Required (Includes Staff Time & Materials)	Cost Recovery		Cost Recovery	Cost Recovery	Y	C	LG ACT 1995 Section 6.16
Short Term Accommodation - Caravan Park (PAY 2, STAY 3)							
Powered Site	Per Night	3130221	\$ 30.00	\$ 35.00	Y	C	LG ACT 1995 Section 6.16
Powered Site	Per Week	3130221	\$ 150.00	\$ 160.00	Y	C	LG ACT 1995 Section 6.16
Non-Powered/Tent/ Unoccupied Van	Per Night	3130221	\$ 15.00	\$ 17.50	Y	C	LG ACT 1995 Section 6.16
Non-Powered/Tent/ Unoccupied Van	Per Week	3130221	\$ 75.00	\$ 80.00	Y	C	LG ACT 1995 Section 6.16
Tent Site (See Non-Powered/Tent/ Unoccupied Van for 2026/2027 fees)	Per Night	3130221	\$ 5.00	-	Y	C	LG ACT 1995 Section 6.16
Tent Site (See Non-Powered/Tent/ Unoccupied Van for 2026/2027 fees)	Per Week	3130221	\$ 20.00	-	Y	C	LG ACT 1995 Section 6.16
Showers; Non Park Resident	Per Use	3130221	\$ 5.00	\$ 5.00	Y	C	LG ACT 1995 Section 6.16
Washing Machine	Per Cycle	3130221	\$ 3.00	\$ 3.00	Y	C	LG ACT 1995 Section 6.16
Clothes Dryer	Per Cycle	3130221	\$ 4.00	\$ 4.00	Y	C	LG ACT 1995 Section 6.16
RV Parking Fee; Not in Caravan Park	Per Night	3130221	\$ 5.00	\$ 5.00	Y	C	LG ACT 1995 Section 6.16
Building Control							
Swimming Pool Enclosure Inspection	Per Inspection	3130321	\$ 80.00	\$ 80.00	N	S	Building Act 2011 (s.16(1))
Plant Hire - Rural							
Tree Planter (Automated)	Per Day	3130120	\$ 220.00	\$ 220.00	Y	C	LG ACT 1995 Section 6.16
Tree Planter (Manual)	Per Day	3130120	\$ 110.00	\$ 110.00	Y	C	LG ACT 1995 Section 6.16
Tree Planter (Hand Held)	Per Day	3130120	\$ 30.00	\$ 30.00	Y	C	LG ACT 1995 Section 6.16
Bait Layer	Per Day	3130120	\$ 32.00	\$ 32.00	Y	C	LG ACT 1995 Section 6.16
Private Works							
Graders	Per Hour	3140120	\$ 195.00	\$ 205.00	Y	C	LG ACT 1995 Section 6.16
Front End Load	Per Hour	3140120	\$ 175.00	\$ 185.00	Y	C	LG ACT 1995 Section 6.16
Self Propelled M.T Roller	Per Hour	3140120	\$ 125.00	\$ 130.00	Y	C	LG ACT 1995 Section 6.16
Steel Roller	Per Hour	3140120	\$ 145.00	\$ 150.00	Y	C	LG ACT 1995 Section 6.16
Truck - 6x4	Per Hour	3140120	\$ 155.00	\$ 165.00	Y	C	LG ACT 1995 Section 6.16
Prime Mover & Tri Axle Side Tipper	Per Hour	3140120	\$ 195.00	\$ 205.00	Y	C	LG ACT 1995 Section 6.16
Prime Mover & Low Loader	Per Hour	3140120	\$ 195.00	\$ 205.00	Y	C	LG ACT 1995 Section 6.16
Bobcat	Per Hour	3140120	\$ 110.00	\$ 115.00	Y	C	LG ACT 1995 Section 6.16
Broom & Tractor	Per Hour	3140120	\$ 120.00	\$ 125.00	Y	C	LG ACT 1995 Section 6.16
Truck - 3T	Per Hour	3140120	\$ 115.00	\$ 120.00	Y	C	LG ACT 1995 Section 6.16
Cherry Picker	Per Hour	3140120	\$ 125.00	\$ 130.00	Y	C	LG ACT 1995 Section 6.16
Excavator	Per Hour	3140120	\$ 125.00	\$ 130.00	Y	C	LG ACT 1995 Section 6.16
Street Sweeper	Per Hour	3140120	\$ 115.00	\$ 120.00	Y	C	LG ACT 1995 Section 6.16
Labour Hire	Per Hour	3140120	\$ 85.00	\$ 90.00	Y	C	LG ACT 1995 Section 6.16
Western Power Hourly Rate	Per Hour	3140120	\$ 245.00	\$ 260.00	Y	C	LG ACT 1995 Section 6.16
Ride on Mower	Per Hour	3140120	\$ 95.00	\$ 100.00	Y	C	LG ACT 1995 Section 6.16
Compactor	Per Day	3140120	Not to Hire	Not to Hire	Y	C	LG ACT 1995 Section 6.16
Gravel/Wodjil	Per Tonne	3140120	\$ 30.00	\$ 35.00	Y	C	LG ACT 1995 Section 6.16
Blue Metal (if available)	Per Tonne	3140120	\$ 70.00	\$ 75.00	Y	C	LG ACT 1995 Section 6.16
Fuel Surcharge – If Applicable (Based on Market Fuel Price Increases)	Cost Recovery		Cost Recovery	Cost Recovery	Y	C	LG ACT 1995 Section 6.16
Other Economic Services							
ATM Fee	Per Transaction	3130822	\$ 2.80	\$ 2.80	Y	C	LG ACT 1995 Section 6.16
Community Bus	Per km	3130834	\$ 0.90	\$ 0.90	Y	C	LG ACT 1995 Section 6.16
Community Bus; Cleaning Fee - If Required (Includes Staff Time & Materials)	Cost Recovery		Cost Recovery	Cost Recovery	Y	C	LG ACT 1995 Section 6.16
Water Standpipes	Per kL	3130821	TBA	TBA		C	LG ACT 1995 Section 6.16

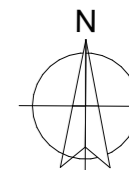
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PLANS				
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ELEVATIONS				
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	ELEVATIONS 3 & 4	A2-04		<input type="checkbox"/>



LOCAL GOVERNMENT: SHIRE OF KOORDA



SITE LOCATION



GENERAL NOTES:

- ALL DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS.
- REFER ANY DISCREPANCIES TO ARCHITECT BEFORE PROCEEDING WITH THE WORK.
- FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED MEASUREMENTS.
- CHECK AND CONFIRM EXISTING LEVELS AND DIMENSIONS ON SITE PRIOR TO THE COMMENCEMENT OF ANY WORK.
- THIS DRAWING IS PROTECTED BY AUSTRALIAN AND INTERNATIONAL COPYRIGHT LAW.
- EXISTING PLAN HAS BEEN DRAWN FROM SURVEY INFORMATION PROVIDED.
- EXISTING SERVICES POINTS TO BE VERIFIED ON-SITE - LOCATIONS SHOWN ON THESE PLANS ARE INDICATIVE ONLY DO NOT SCALE DIMENSIONS FROM DRAWINGS.

REV	NOTE	DATE
A	SKETCH	03-03-2026
B	SKETCH DESIGN 01	28-03-2026

LAYOUT TITLE: LOCATION SCHEME	
PROJECT STATUS: SKETCH DESIGN	SCALE: N.T.S. @ A3
	DRAWN BY: pg

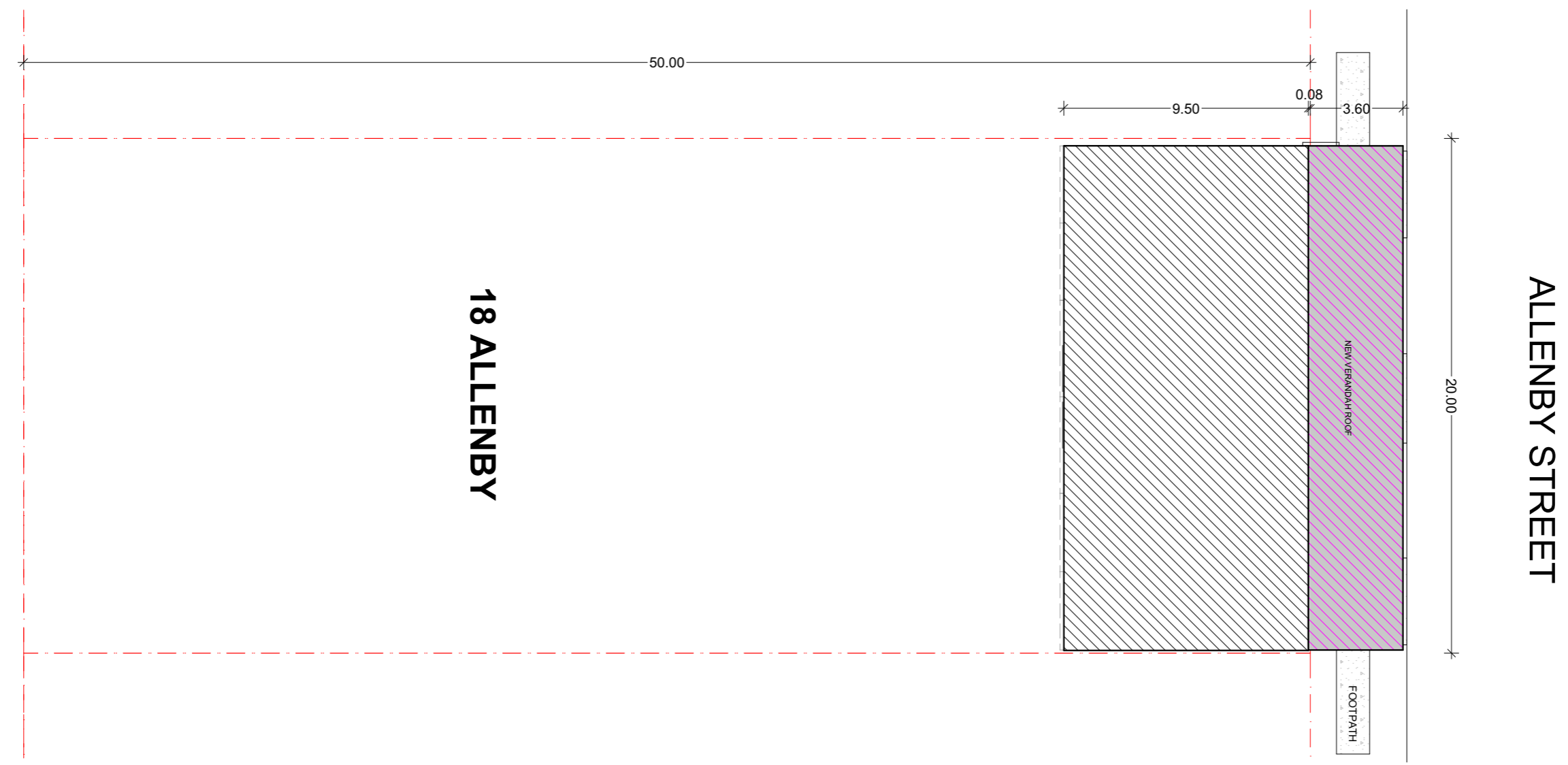
PROJECT/CLIENT: PROPOSED DWELLING RENOVATION
18 ALLENBY ST KOORDA WA 6475

PROJECT NO: M26-439
DRAWING NO: A1-01

masika
design & consulting services

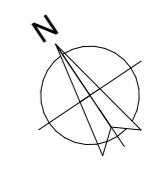
15 Ashley Ave. Quinns Rocks, W.A. 6030
Mob: 0434 572057
paul@masikadesign.com.au

SITE LEGENDS	
	SITE BOUNDARY
	NEW BUILDING
	EXISTING STRUCTURE TO REMAIN
	EXISTING STRUCTURE TO BE DEMOLISHED
	EXISTING FENCE TO BE RETAINED
	NEW FENCE TO BE INSTALLED
	EXISTING TREE TO BE RETAINED
	ENTRANCE TO LOT
	ENTRANCE TO BUILDING



SITE PLAN
1:200

SCALE 1:200



GENERAL NOTES:

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REV	NOTE	DATE
A	SKETCH	03-03-2026
B	SKETCH DESIGN 01	28-03-2026

LAYOUT TITLE: SITE PLAN	
PROJECT STATUS: SKETCH DESIGN	SCALE: 1:200 @ A3
	DRAWN BY: pg

PROJECT/CLIENT: PROPOSED DWELLING RENOVATION
18 ALLENBY ST KOORDA WA 6475

PROJECT NO: M26-439
DRAWING NO: A1-03

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SCOPE OF WORKS:

Front Verandah :
-Install verandah structure, materials to match existing building, if possible.

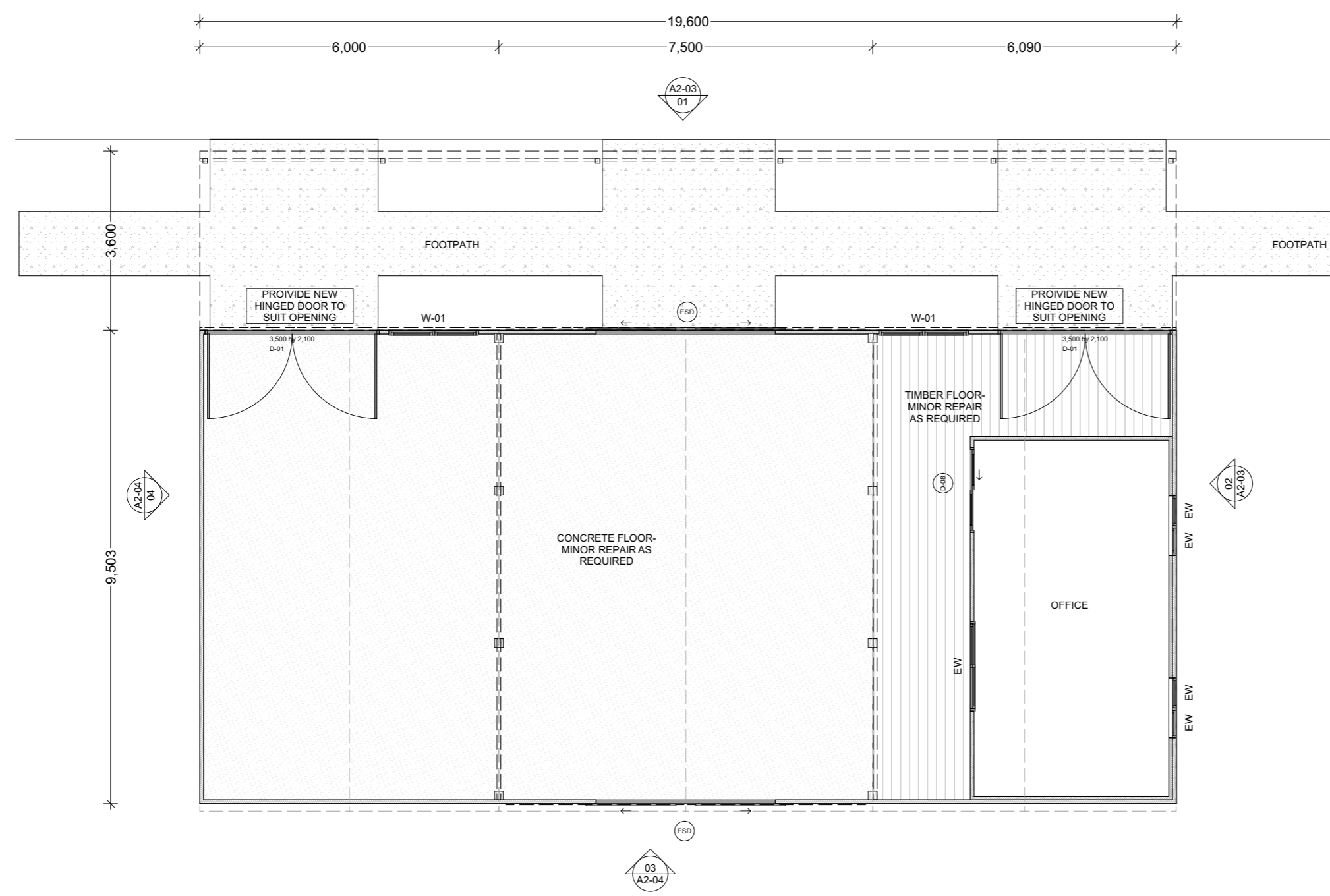
Interior Structure:
-Review existing columns and make good all structural elements: bracings, struts to main roof beams.
-Repair/replace roof trusses where necessary, some have bottom chord damage.
-Weather tight bulding wall corners, eaves and barge ends of building.
-All building materials to be sourced from building demolition re-cyclers.

Roof:
-Re-install skylights after repairs or replace with similar from building demolition re-cyclers.

Floors:
-Repair timber floor where boards are broken or missing with similar aged materials from building demolition re-cyclers.

Windows:
-Re-install windows after repairs or replace with similar aged doors from building demolition re-cyclers.

Doors :
-Re-install doors after repairs, or replace with similar aged doors from building demolition re-cyclers.



GROUND FLOOR
1:100

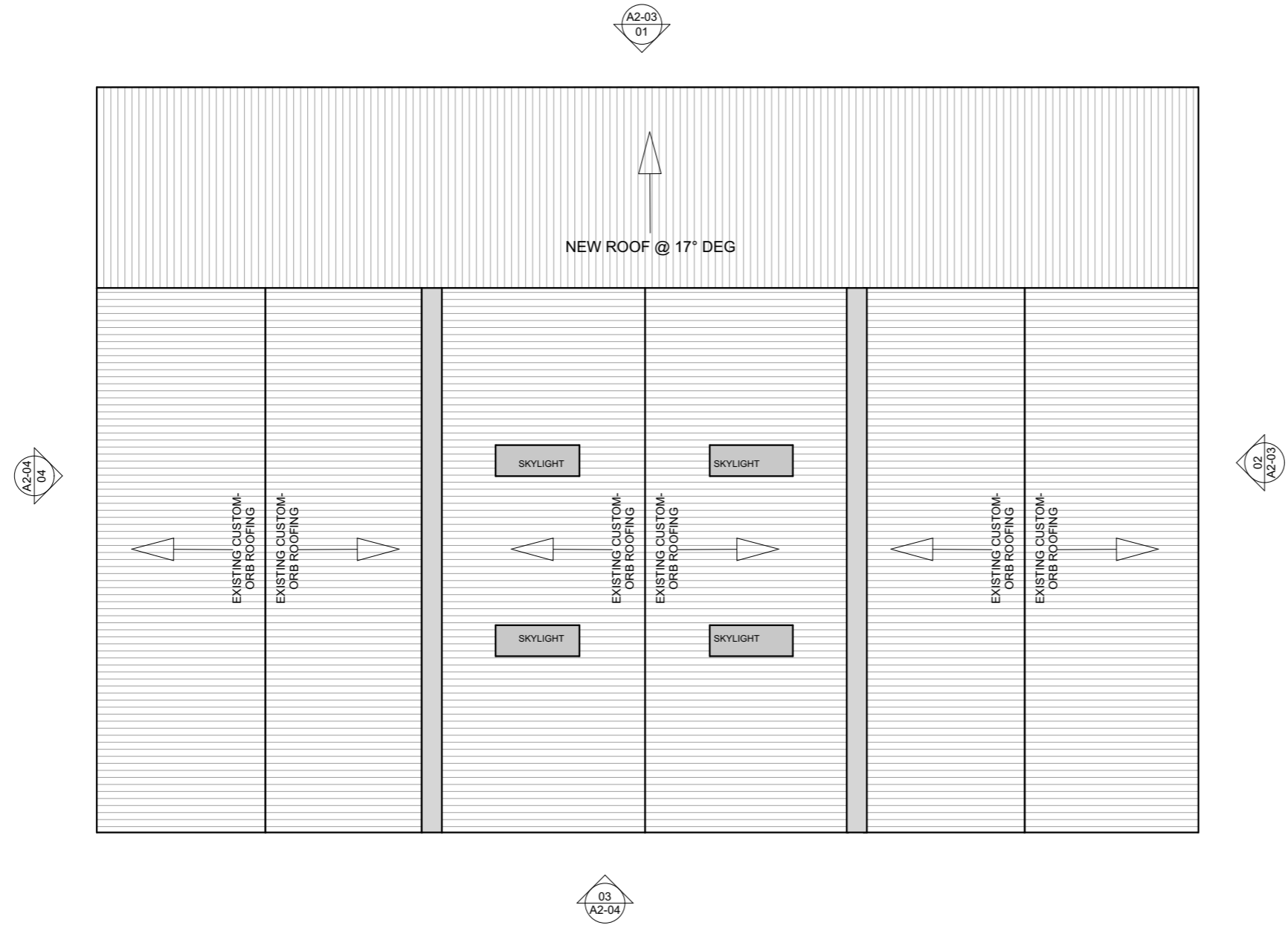
GENERAL NOTES:
 - ALL DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS.
 - REFER ANY DISCREPANCIES TO ARCHITECT BEFORE PROCEEDING WITH THE WORK.
 - FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED MEASUREMENTS.
 - CHECK AND CONFIRM EXISTING LEVELS AND DIMENSIONS ON SITE PRIOR TO THE COMMENCEMENT OF ANY WORK.
 - THIS DRAWING IS PROTECTED BY AUSTRALIAN AND INTERNATIONAL COPYRIGHT LAW.
 - EXISTING PLAN HAS BEEN DRAWN FROM SURVEY INFORMATION PROVIDED.
 - EXISTING SERVICES POINTS TO BE VERIFIED ON-SITE - LOCATIONS SHOWN ON THESE PLANS ARE INDICATIVE ONLY DO NOT SCALE DIMENSIONS FROM DRAWINGS.

REV	NOTE	DATE
A	SKETCH	03-03-2026
B	SKETCH DESIGN 01	28-03-2026

LAYOUT TITLE: FLOOR PLAN	
PROJECT STATUS: SKETCH DESIGN	SCALE: 1:100 @ A3
	DRAWN BY: pg

PROJECT/CLIENT: PROPOSED DWELLING RENOVATION	PROJECT NO: M26-439
18 ALLENBY ST KOORDA WA 6475	DRAWING NO: A2-01

masika
design & consulting services
15 Ashley Ave. Quinns Rocks, W.A. 6030
Mob: 0434 572057
paul@masikadesign.com.au



SCOPE OF WORKS:

Roof:
-Repair and make good roof sheeting as required. All building materials to be sourced from building demolition re-cyclers.

Box gutter:
-Repair and make good box gutters as required, ensure downpipes are functioning.

Eaves, Fascia's & Bargeboards:
-Repair ridge and barge flashings as required to match existing building style.

ROOF PLAN
1:100

GENERAL NOTES:

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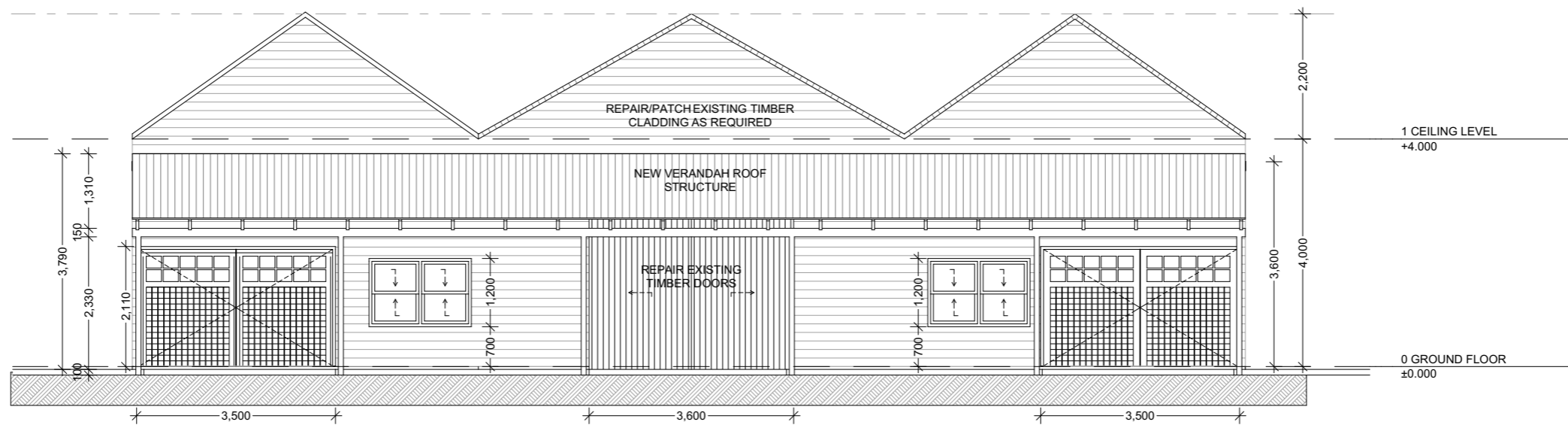
REV	NOTE	DATE
A	SKETCH	03-03-2026
B	SKETCH DESIGN 01	28-03-2026

LAYOUT TITLE: ROOF PLAN	
PROJECT STATUS: SKETCH DESIGN	SCALE: 1:100 @ A3
	DRAWN BY: pg

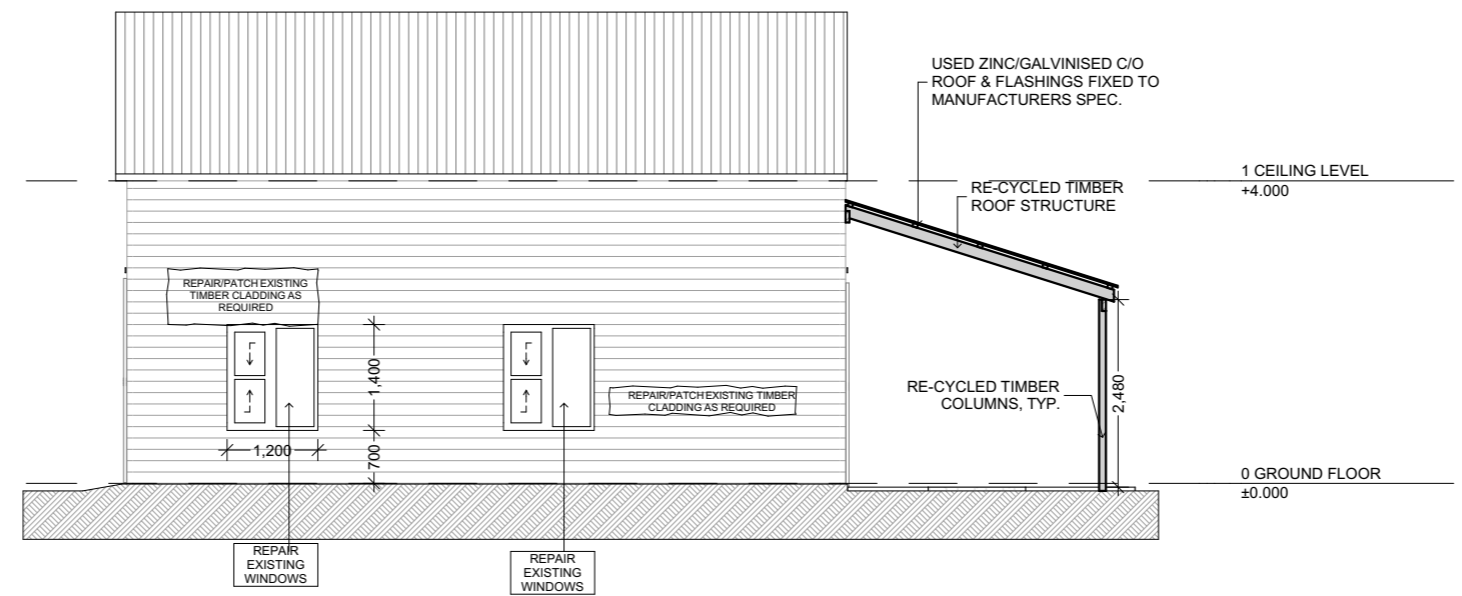
PROJECT/CLIENT: PROPOSED DWELLING RENOVATION	PROJECT NO: M26-439
18 ALLENBY ST KOORDA WA 6475	DRAWING NO: A2-02

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paul@masikadesign.com.au



01
-
ELEVATION 01
1:100



02
-
ELEVATION 02
1:100

GENERAL NOTES:

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REV	NOTE	DATE
A	SKETCH	03-03-2026
B	SKETCH DESIGN 01	28-03-2026

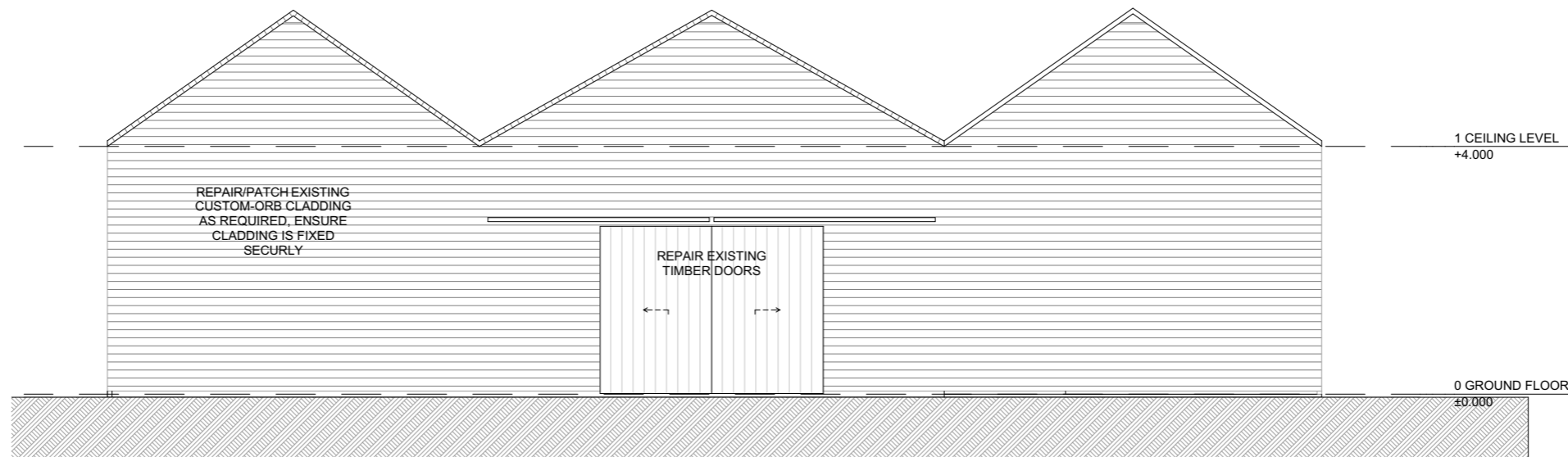
LAYOUT TITLE: ELEVATIONS 1 & 2	
PROJECT STATUS: SKETCH DESIGN	SCALE: 1:100 @ A3
	DRAWN BY: pg

PROJECT/CLIENT: PROPOSED DWELLING RENOVATION
18 ALLENBY ST KOORDA WA 6475

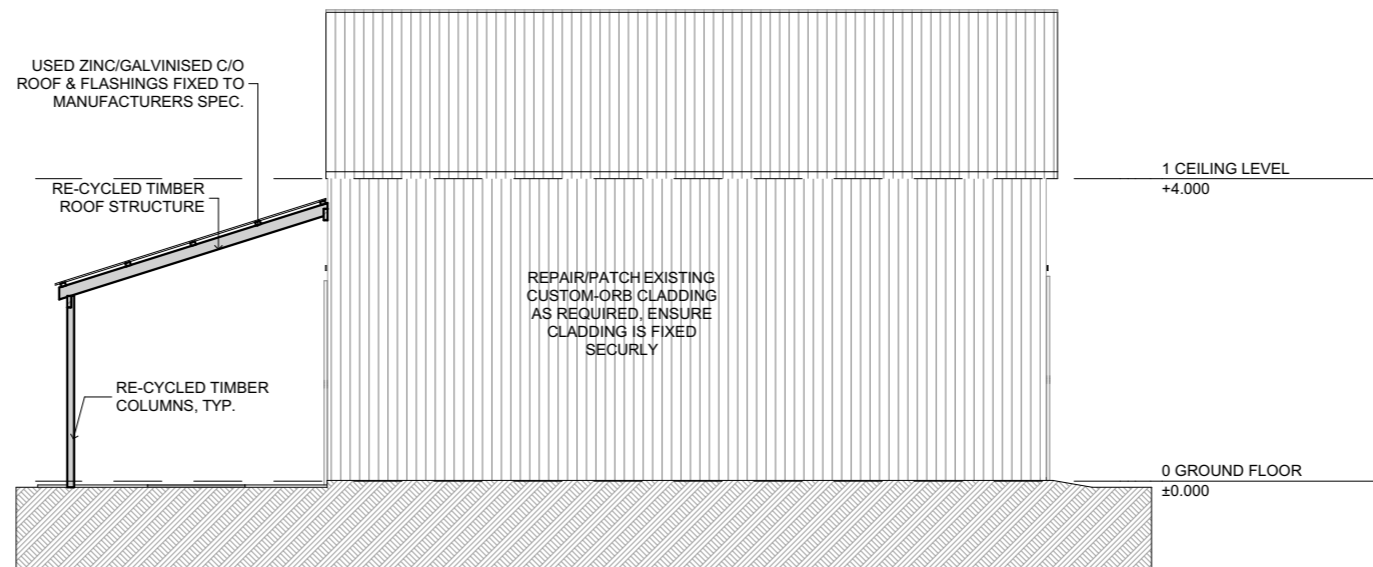
PROJECT NO: M26-439
DRAWING NO: A2-03

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paul@masikadesign.com.au



03
-
ELEVATION 03
1:100



04
-
ELEVATION 04
1:100

GENERAL NOTES:
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REV	NOTE	DATE
A	SKETCH	03-03-2026
B	SKETCH DESIGN 01	28-03-2026

LAYOUT TITLE: ELEVATIONS 3 & 4	
PROJECT STATUS: SKETCH DESIGN	SCALE: 1:100 @ A3
	DRAWN BY: pg

PROJECT/CLIENT: PROPOSED DWELLING RENOVATION
18 ALLENBY ST KOORDA WA 6475

PROJECT NO: M26-439
DRAWING NO: A2-04

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 paul@masikadesign.com.au



APPLICATION FOR DEVELOPMENT APPROVAL

PROPERTY DETAILS

House/Street No. 18 Lot No. 19 Street Name ALLENBY ST.
Suburb _____ Location No. _____ Plan/Diagram No. 88510
Certificate of Title: Vol. 1871 Folio: 631
Title encumbrances - if applicable (e.g. easements, restrictive covenants) unsure

OWNER DETAILS

Name Judith Arrow
ABN (if applicable) _____
Address PO Box 115 Koorda
Telephone: Work _____ Home _____ Mobile 0419 949 452
Email Judicarrow@gmail.com
Contact Person for Correspondence Judi Arrow

Signature/s of Owners (NB. If the property is a strata lot the signatures of all strata owners or body corporate approval is required) _____

** This application form needs to be signed by all landowners (including strata owners) or the application will be deemed incomplete and will not be processed until such time as all landowners' signatures have been obtained.*

Date 28/5/26

APPLICANT DETAILS (IF DIFFERENT FROM OWNER)

Name _____
Address _____
Telephone: Work _____ Home _____ Mobile _____
Email _____
Contact Person for Correspondence _____

The information and plans provided with this application may be made available by the local government for public viewing in connection with the application*. Yes No



* Public notification is required for certain development applications to ensure that the public is made aware of the development and have opportunity for relevant submissions. Council has right of refusal for applications that do not allow for public viewing should it be deemed necessary.

Signature/s _____ Date _____

PROPOSED DEVELOPMENT

Nature of Development: Works Use Works and Use

Is an exemption from development claimed for part of the development? Yes No

If yes, is the exemption for: Works Use

Description of exemption claimed (if relevant) _____

Description of proposed development and/or land use _____

Re-instate verandah + damaged boards to
existing building

Existing buildings and/or land use _____

Approximate cost of proposed development \$40,000

Estimated time of completion 2 weeks

This form is to be submitted in with two (2) copies of A3 plans (site plan; floor plan; elevations).

This is not an application for a building permit. A separate application is required for a building permit.



Planning and Development Act 2005

Shire of Koorda

Notice of determination on application for development approval

Location: 18 Allenby St, KOORDA

Lot: 19

Plan/Diagram: Plan 88510

Vol. No: 1871

Folio No: 631

Application date: 28 May 2026

Received on: 31 May 2026

Description of proposed development:

Construction of a veranda over adjoining Crown reserve

The application for development approval is:

Approved

Refused for the following reason(s)

Conditions/reasons for refusal:

1. Evidence of a BA01 Application for building permit (certified) to the satisfaction of the local government.
2. Evidence of public liability insurance certificates for the structure be provided to the satisfaction of the local government.
3. Acknowledgement that as constructed on Crown reserve, the Crown can at any time require the structure to be removed at the owner's cost.

Date of determination: 17 June 2026

Advice Notes

1. If the development, the subject of this approval, is not substantially commenced within a period of 24 months from the date of the approval, the approval will lapse and be of no further effect. For the purposes of this condition, the term "substantially commenced" has the meaning given to it in the Planning and Development (Local Planning Schemes) Regulations 2015 as amended from time to time.
2. The applicant is advised that granting of development approval does not constitute a building permit and that an application for relevant building permits must be submitted to the local government (where applicable) and be approved before any work requiring a building permit can commence on site.
3. If an applicant or owner is aggrieved by this determination, there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.

10 Haig Street, Koorda WA 6475 / PO Box 20, Koorda WA 6475

ABN: 76 109 337 541 / P: (08) 9684 1219 / F: (08) 9684 1219 / E: shire@koorda.wa.gov.au



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

**DTMI751626 AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN THE SHIRE
OF KOORDA 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 Koorda**, a body corporate with perpetual succession under the *Local Government Act 1995* (**the Agent**)

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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 Koorda (ABN 76 109 337 541) of 10 Haig Street, Koorda Western Australia 6475 (**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.

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 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.

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

- 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.

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.

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;

- (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

- (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.

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;

- (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

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

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

- (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;

- (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.

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;

- (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).

- (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.

- (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.

- (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

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.

- (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;

- (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.

- (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:

- (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.

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.

- (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.

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 Koorda** (ABN 76 109 337 541), 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 Koorda)
 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 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.

- (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;

- (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;

- (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.

**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

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

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

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

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 Koorda;
 - (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.

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.

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.

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	<p>Agent's Personnel are to contact the Department's Business and Systems Support team.</p> <p>Please do not contact the Business Information Systems (BIS) Helpdesk directly.</p> <p style="text-align: right;">1800 354 928 BSS@transport.wa.gov.au</p>
Job/Incident Logged	<p>Agent's Personnel must provide details of the faulty equipment including the asset identification number and details of the problem. Business and Systems Support will log the incident with BIS Helpdesk.</p> <p>**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.</p>
Courier	<p>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.</p>
Courier details	<p>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.</p> <p>The cost of the courier will be charged to the Department.</p> <p>Courier to: Department of Transport and Major Infrastructure BIS, Level 3, 2 Tassels Place Innaloo WA 6018.</p> <p>The above instructions are correct unless otherwise advised by the Principal from time to time.</p>
Repair and/or Replacement	<p>The Department will organise the repair and/or replacement of the equipment item.</p>
Return Courier	<p>BIS Helpdesk or the Principal's Representative's nominated officer will arrange for the equipment item to be returned by courier to the Agent.</p>
Follow Up	<p>If the Service Staff require any follow-up assistance, the Department's Business and Systems Support can be contacted for further instruction. Please quote the job/incident number.</p>
Escalation	<p>If the Agent experiences any delay or has any unresolved issues, an email should be sent to BSS@transport.wa.gov.au with all details, including the job/incident number. Attention to: Manager Business and Systems Support.</p>

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 Koorda (ABN 76 109 337 541)		

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.

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;

- (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.

- (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)

SCHEDULE H: PERFORMANCE MEASURES

No.	Performance Measure	Qualitative Matrix
1	At least 95% Compliance Rate	<p>Measured on a monthly basis across a sample of auditable transactions.</p> <p>A report of transactions conducted by the Agent is forwarded daily to the allocated TSC office or other audit team for audit.</p> <p>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.</p> <p>The allocated audit team will audit a number of auditable transactions and notify the Agent in writing of the errors.</p> <p>The Principal will notify the Agent of the allocated TSC or other audit team for the site.</p> <p>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.</p>
2	Correction of identified errors	<p>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.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) Business Days of the date of this notice, or otherwise within the period specified in the notice.</p>
4	Zero breach of TRELIS data security.	<p>The Agent will immediately notify the Principal in writing of any suspected breaches of TRELIS data security with notification addressed to the:</p> <ol style="list-style-type: none"> 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	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Director Commercial Management.</p>
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p> <ol style="list-style-type: none"> 1. Manager Statutory Agency Agreements 2. Director Commercial Management <p>The Director Commercial Management is the final escalation level.</p>

SCHEDULE I: LOCATION OF PREMISES FOR SERVICE PROVISION

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

Town of Koorda

Address	10 Haig Street, Koorda WA 6475		
Contact	Chief Executive Officer	Email	ceo@koorda.wa.gov.au
Phone	9684 1219		

Town of

Address	, WA		
Contact	Chief Executive Officer	Email	
Phone			

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

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

Agreement No.: DOT751921

Title: Provision of Licensing Services in the Shire of Koorda in Terms of Section 11 of the *Road Traffic (Administration) Act 2008*

Schedule: [Schedule X – Title of Schedule]

Agent: Shire of Koorda

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

SCHEDULE L: AGREEMENT TERM

Item No	Item Description	Details
1	Term	The appointment of the Agent by the Principal is for a term of 60 months, expiring 30 June 2031.
2	Commencement Date	1 July 2026

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

SCHEDULE NOT USED.



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

**DTMI751626 AGREEMENT FOR THE PROVISION OF NON-ROAD LAW FUNCTIONS IN
THE SHIRE OF KOORDA**

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 Koorda**, a body corporate with perpetual succession under the *Local
Government Act 1995* (**the Agent**)

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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 Koorda (ABN 76 109 337 541) of 10 Haig Street, Koorda Western Australia 6475 (**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

- (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 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 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

- (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.

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.

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.

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;

- (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

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 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 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

Western 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;

- (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 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 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

- (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.

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 Koorda** (ABN 76 109 337 541), 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 Koorda)

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

- (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.

**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

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 Koorda
 - (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.

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 Koorda (ABN 76 109 337 541)		

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:

- (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.

- (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)

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

SCHEDULE 6: LOCATION OF PREMISES FOR SERVICE PROVISION

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

Town of Koorda

Address	10 Haig Street, Koorda WA 6475		
Contact	Chief Executive Officer	Email	ceo@koorda.wa.gov.au
Phone	9684 1219		

Town of

Address	, WA		
Contact	Chief Executive Officer	Email	
Phone			

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	<p>Agent's Personnel are to contact the Department's Business and Systems Support team.</p> <p>Please do not contact the Business Information Systems (BIS) Helpdesk directly.</p> <p>1800 354 928 BSS@transport.wa.gov.au</p>
Job/Incident Logged	<p>Agent's Personnel must provide details of the faulty equipment including the asset identification number and details of the problem. Business and Systems Support will log the incident with BIS Helpdesk.</p> <p>**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.</p>
Courier	<p>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.</p>
Courier details	<p>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.</p> <p>The cost of the courier will be charged to the Department.</p> <p>Courier to: Department of Transport and Major Infrastructure BIS, Level 3, 2 Tassels Place Innaloo WA 6018.</p> <p>The above instructions are correct unless otherwise advised by the Principal from time to time.</p>
Repair and/or Replacement	<p>The Department will organise the repair and/or replacement of the equipment item.</p>
Return Courier	<p>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.</p>
Follow Up	<p>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.</p>
Escalation	<p>If the Agent experiences any delay or has any unresolved issues, an email should be sent to BSS@transport.wa.gov.au with all details, including the job/incident number. Attention to: Manager Business and Systems Support.</p>

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

SCHEDULE 9: AGREEMENT TERM

Item No	Item Description	Details
1	Term	The appointment of the Agent by the Principal is for a term of 60 months, expiring 30 June 2031.
2	Commencement Date	1 July 2026

SCHEDULE 10: PERFORMANCE MEASURES

No.	Performance Measure	Qualitative Matrix
1	At least 95% Compliance Rate	<p>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.</p> <p>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.</p> <p>The allocated audit team will audit a number of auditable transactions and notify the Agent in writing of the errors.</p> <p>The Principal will notify the Agent of the allocated TSC or other audit team for the site.</p> <p>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.</p>
2	Identified errors	<p>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.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) Business Days of the date of this notice, or otherwise within the period specified in the notice.</p>
4	Zero breach of TRELIS data security.	<p>The Agent will immediately notify the Principal in writing of any suspected breaches of TRELIS data security with notification addressed to the:</p> <ol style="list-style-type: none"> 1. SAA@transport.wa.gov.au; or 2. Manager Statutory Agency Agreements <p style="margin-left: 40px;">Department of Transport and Major Infrastructure GPO R1290 Perth WA 6844</p>
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Director Commercial Management.</p>
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p> <ol style="list-style-type: none"> 3. Manager Statutory Agency Agreements. 4. Director Commercial Management. <p>The Director Commercial Management is the final escalation level.</p>

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

Agreement No.: DOT751921

Title: Provision of non-Road Law Functions in the Shire of Koorda

Schedule: [Schedule X – Title of Schedule]

Agent: Shire of Koorda

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



SUMMARY OF KEY CHANGES - 2026 AGREEMENTS VS 2021 AGREEMENTS

AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

Clause No.	Clause heading	Description of Change
Various	Various	References to 'Department of Transport' changed to 'Department of Transport and Major Infrastructure' or 'Department'. Certain instances of 'CEO' or 'Chief Executive Officer' changed to 'Principal'. References to 'Database' changed to 'Department's Systems and Databases'. Certain instances of 'Employee' changed to 'Personnel'.
Recitals	Recitals B, C and D	Revision of Recitals, simplified for clarity.
1.1	Definitions	Insertion of new definitions for 'Compliance Rate', 'Criminal Code', 'Customers', 'Direct Debit Request', 'Incapacitating Event', and 'Personnel Confidentiality Undertaking'. Revision of definitions for 'Business Rules', 'Confidential Information', 'CPI', 'CTT', 'Database', 'Department', 'Event of Default', 'Force Majeure Event', 'Graduated Driver Training and Licensing System', 'HPT', 'Insolvency Event', 'Intellectual Property Rights', 'Logbook', 'Personnel', 'Premises', 'Principal', 'Road Law', 'Term', and 'Transport Service Centre/TSC'. Deletion of definitions for 'Adjustment', 'Adjustment Note', 'Chief Executive Officer', 'Copyright Act', 'Employee', 'Error Rate', 'Principal's Representative', 'Schedule of Rates', and 'Specification'.
1.2	Interpretation	Revision of sub-clause 1.2(o)
2	Term	Revision of sub-clauses 2.1 and 2.2
3.1	Supply of Services	Revision of sub-clause 3.1.
3.2	Scope and Quality of Services	Revision of sub-clauses 3.2(a), 3.2(d) and 3.2(e).
4.2	Forms of Payment	Revision of sub-clause 4.2(a).
4.3	No Surcharge	Revision of sub-clause 4.3.
5.2	Variations to Commissions Payable	Revision of sub-clause 5.2(a).
5.7	Incorrect Payment	Revision of sub-clauses 5.7(a) and 5.7(b).
6.1	Agent's General Warranties	Revision of sub-clause 6.1(f).
6.3	Agent's Undertakings	Revision of sub-clause 6.3(c).
7.1	Supply by Principal	Revision of sub-clause 7.1(a), now numbered 7.1(a)(i). Sub-clauses 7.1(b), 7.1(c), 7.1(d), 7.1(e) and 7.1(f) renumbered as 7.1(a)(ii), 7.1(a)(iii), 7.1(a)(iv), 7.1(a)(v) and 7.1(a)(vi).

AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

Clause No.	Clause heading	Description of Change
7.1	Supply by Principal	Insertion of new sub-clause 7.1(b): <i>“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.”</i>
7.2	Supply by Agent	Revision of sub-clauses 7.2(a) and 7.2(c).
		Insertion of new sub-clause 7.2(d): <i>“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.”</i>
7.4	Compliance with Principal’s Requirements	Revision of sub-clause 7.4, now numbered 7.4(a)
		Insertion of new sub-clause 7.4(b): <i>“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.”</i>
7.5	Maintenance of Equipment	Revision of sub-clauses 7.5(d) and 7.5(f), now numbered 7.5(g).
		Insertion of new sub-clause 7.4(e): <i>“The Agent must ensure that all Principal supplied equipment is protected against loss, damage, unauthorised use, tampering or interference”.</i>
8.1	Bank Fees and Charges	Insertion of new sub-clause 8.1(b), providing that the Principal will reimburse the Agent for specified bank fees and charges, being: <i>“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.”</i>
9.2	Qualifications	Revision of sub-clause 9.2(a).
9.3	Use of Lobbyists	Revision of sub-clause 9.3.
10.1	Access and Records	Revision of sub-clause 10.1(a).
10.3	Use of the Department’s Systems and Databases	Insertion of new sub-clause 10.3(c) wherein the Agent acknowledges that the Department’s Systems and Databases is a ‘restricted-access computer system’ under the <i>Criminal Code</i> and the implications of the <i>Criminal Code</i> . Refer to the draft Agreement for the full text.
		Revision of sub-clause 10.3(c), now numbered 10.3(d), for the insertion of new sub-clause 10.3(d)(ix): <i>“The Agent will....(ix) ensure that its Personnel sign the Personnel Confidentiality Undertaking.”</i>
		Insertion of new sub-clauses 10.3(h), 10.3(i), 10.3(j) and (k) describing certain breaches and their consequences. Refer to the draft Agreement for the full text.
13.1	Insurance Requirements	Revision of sub-clause 13.1(a)(ii).
13.6	Incidents and claims	Insertion of new sub-clause 13.6(b): <i>“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.”</i>

AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

Clause No.	Clause heading	Description of Change
15.1	Audit and Review	Revision of sub-clause 15.1(b).
17	Events of Default and Incapacitating Events	<p>Clause heading changed from 'Default' to 'Events of Default and Incapacitating Events.'</p> <p>Deletion of the previous clause text and insertion of new sub-clauses 17.1, 17.2 and 17.3 to cover the Principal's discretionary powers where an Event of Default or Incapacitating Event occurs, and the Agent's obligation to notify the Principal of any such events.</p> <p>Refer to the draft Agreement for the full text.</p>
18	Limitation of Liability and No Guarantee of Work	Revision of sub-clause 18.1.
19	Reduction, Suspension and Termination	<p>Clause heading changed from 'Suspension and Termination' to 'Reduction, Suspension and Termination.'</p> <p>Revision of sub-clause 19.1, removing the heading 'Suspension and Termination', and setting out the options for the Principal to reduce the scope, suspend or terminate the Agreement.</p> <p>Refer to the draft Agreement for the full text.</p> <p>Insertion of new sub-clauses 19.2: <i>"In exercising the powers under clause 19.1:</i> <i>(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;</i> <i>(b) the Agent will not be entitled to compensation including loss of prospective profits."</i></p> <p>Insertion of new sub-clause 19.4: <i>"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."</i></p> <p>Insertion of new sub-clause 19.4: <i>"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"</i></p>
19.3	Consequences of Suspension, Reduction, Expiration or Termination	<p>Sub-clause renumbered as 19.6 due to the insertion of new sub-clauses 19.2, 19.3 and 19.4.</p> <p>Sub-clause heading changed from 'Consequences of Expiration or Termination' to 'Consequences of Suspension, Reduction, Expiration or Termination'.</p> <p>Revision of sub-clause 19.3(a), now numbered 19.6(a), to include suspension and reduction.</p>
19.4	Limited Liability	Deletion of sub-clause 19.4.
21	Notice	Revision of sub-clause 21.1(c) and 21.1(d).
23.8	Variations	Revision of sub-clause 23.8(b), relating to the Schedules that may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation in the format in Schedule K.

AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

Clause No.	Clause heading	Description of Change
23.8	Variations	Insertion of new sub-clause 23(c): <i>“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.”</i>
23.15	No Change in Control Without Principal’s Prior Approval	Insertion of new sub-clause 23.15 relating to requirements for the Agent to obtain the Principal’s written approval in the described circumstances. Refer to the draft Agreement for the full text.
Schedule A	Service Specification	Revision of definition for ‘Transport Service Centre’.
		Insertion of new sub-clauses 4(d), 4(e), 4(f) and 4(g): <i>“(d) Where the Agent changes their nominated bank account details, the Agent must provide ten (10) Business Days’ prior notice to the Principal.</i> <i>(e) The Agent will ensure that sufficient funds are available at the time of the direct debit.</i> <i>(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.</i> <i>(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.”</i>
		Revision of sub-clause 6(b), now numbered 7(b), and 6(c), now numbered 7(c).
		Revision of sub-clause 8, now numbered 9.
		Revision of sub-clause 9(b), now numbered 10(b), clarifying the requirements for the Agent’s staff to undertake proof of identity checks for practical driving assessments.
Schedule B	Schedule of Commission Rates	Revision of the Schedule of Commission Rates, including: <ul style="list-style-type: none"> • updates (increase) to commission rates associated with the various transaction categories (Scale of Fees tables); • change to the commission category for certain ‘Plate Application’ transactions, from category 1 to category 3, to reflect the commission that is paid. • addition of new transaction types under ‘Miscellaneous Functions’ to include ‘Manage DOTDirect Account in T-One/TRELIS’, ‘Manage billing preferences in T-One’, and ‘Record full proof of identity’.
Schedule C	Agreement Representatives and Addresses for Notices	Deletion of sub-clause 1(a)(v).
		Revision of sub-clause 1(c).
Schedule E	Business Rules Applicable to this Agreement	Revision of sub-clause 1(a).

AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

Clause No.	Clause heading	Description of Change
Schedule E	Business Rules Applicable to this Agreement	Deletion of sub-clause 1(b) and insertion of new sub-clauses 1(b) and 1(c): <i>“(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;</i> <i>(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.”</i>
Schedule F	Equipment Maintenance	Revision of Schedule F to update various contact details and procedures.
Schedule H	Performance Measures	Revision of Schedule H to align with current DTMI procedures for auditing, monitoring and reporting on errors and compliance rates.
General	Various	Renumbering clauses as required and amending clause references to match.
General	Various	Corrections to grammar and punctuation.

END OF SECTION

SUMMARY OF KEY CHANGES - 2026 AGREEMENTS VS 2021 AGREEMENTS

AGREEMENT FOR THE PROVISION OF NON-ROAD LAW FUNCTIONS

Clause No.	Clause heading	Description of Change
Various	Various	References to 'Director General' changed to 'Principal' throughout. Certain instances of 'CEO' or 'Chief Executive Officer' changed to 'Principal'. References to 'Database' changed to 'Department's Systems and Databases'. Certain instances of 'Employee' or 'authorised Employee' changed to 'Personnel'.
Recitals	Recitals	Revision of Recitals, simplified for clarity.
1.1	Definitions	Insertion of new definitions for 'Criminal Code', 'Direct Debit Request', 'Direction', 'Event of Default', 'Incapacitating Event', 'Insolvency Event', 'PC', 'Personnel Confidentiality Undertaking', and 'RCTI'.
		Revision of definitions for 'Business Rules', 'Confidential Information', 'Customer', 'Database', 'Force Majeure Event', 'Personnel', 'Premises', 'Principal', 'Services', and 'Term'.
		Deletion of definitions for 'Authorised Employee', 'Chief Executive Officer', 'Employee', 'Principal's Representative', 'Prescribed Fee', 'Purpose', 'Road Laws', and 'Schedule of Commission Rates'.
2	Appointment of Agent	Revision of sub-clause 2.1.
4	Term	Revision of sub-clauses 4.1 and 4.2
5	Services	Revision of clause 5.
6	Duties of Agent	Revision of sub-clause 6.1(a).
10	Reduction, Suspension and Termination	Revision of the whole clause to match the Road Law Agreement clause 19 and all the changes for that clause. Refer to the draft Agreement for the full text.
11	Events of Default and Incapacitating Events	Clause heading changed from 'Events Affecting Performance of Services' to 'Events of Default and Incapacitating Events'.
		Deletion of the previous clause text and insertion of new sub-clauses 11.1, 11.2 and 11.3 to cover the Principal's discretionary powers where an Event of Default or Incapacitating Event occurs, and the Agent's obligation to notify the Principal of any such events. Refer to the draft Agreement for the full text.
15	Access and Confidentiality	Clause heading changed from 'Confidentiality' to 'Access and Confidentiality'.
		Revision of sub-clause 15.2.
		Revision of sub-clause 15.3, Use of Confidential Information.
		Revision of sub-clause 15.4, including changing the sub-clause heading from 'Misuse of Confidential Information' to 'Use of the Principal's Systems and Database'.
		Deletion of sub-clauses 15.6, 15.7, 15.8, 15.9 and 15.10.
18	Variations	Revision of clause 18, namely the clause references therein.
19	General	Revision of sub-clause 19.3, relating to the Schedules that may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation in the format in Schedule 11.
		Insertion of new sub-clause 19.4: <i>"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."</i>

AGREEMENT FOR THE PROVISION OF NON-ROAD LAW FUNCTIONS

Clause No.	Clause heading	Description of Change
10	Insurance	Clause heading changed from 'Insurance Requirements' to 'Insurance'.
		Deletion of the clause text and insertion of new sub-clauses 20.1, 20.2 and 20.3, referencing the requirements at Road Law Agreement clause 13. Refer to the draft Agreement for the full text.
21.1	Agent's General Warranties	Revision of sub-clause 21.1(f)
21.3	Agent's Undertakings	Revision of sub-clauses 21.3(b) and 21.3(c).
22	Payment and Expenses	Clause heading changed from 'Bank Fees and Charges' to 'Payment and Expenses'.
		Insertion of new sub-clauses 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7 and 22.8, relating to the payment of invoices and provisions around GST. These clauses previously existed in Schedule 5 Business Rules but have been revised and moved to the body of the Agreement.
		Revision of sub-clause 22.1, now numbered 22.9 and with the sub-heading 'Bank fees and charges', and the addition of a new sub-clause 22.9(b), relating to additional reimbursement provisions: <i>"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"</i> .
		Insertion of new sub-clause 22.10, relating to provision for the Principal to reimburse the Agent for specified training related costs, as per the Road Law Agreement. Refer to the draft Agreement for the full text.
23.1	Audit and Review	Revision of sub-clauses 23.1(a)(iii)(A) and 23.1(b).
		Revision of sub-clause 24.1(a), now numbered 24.1(a)(i). Sub-clauses 24.1(b), 24.1(c), 24.1(d), 24.1(e) and 24.1(f) renumbered as 24.1(a)(ii), 24.1(a)(iii), 24.1(a)(iv), 24.1(a)(v) and 24.1(a)(vi).
24.1	Supply by Principal	Insertion of new sub-clause 24.1(b): <i>"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."</i>
		Revision of sub-clauses 24.2(a) and 24.2(c).
24.2	Supply by Agent	Insertion of new sub-clause 24.2(d): <i>"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."</i>
		Revision of sub-clause 24.4, now numbered 24.4(a).
24.4	Compliance with Principal's Requirements	Insertion of new sub-clause 24.4(b): <i>"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."</i>

AGREEMENT FOR THE PROVISION OF NON-ROAD LAW FUNCTIONS

Clause No.	Clause heading	Description of Change
24.5	Maintenance of Equipment	Revision of sub-clause 24.5(d). Revision of sub-clause 24.5(f), now numbered 24.5(g).
		Insertion of new sub-clause 24.5(e): <i>“The Agent must ensure that all Principal-supplied equipment is protected against loss, damage, unauthorised use, tampering or interference.”</i> Subsequent sub-clauses re-numbered.
25	Notice	Revision of sub-clause 25.1(c) and 25.1(d).
27	No Change in Control Without Principal’s Prior Approval	Insertion of new clause 27 relating to requirements for the Agent to obtain the Principal’s written approval in the described circumstances. Refer to the draft Agreement for the full text.
Schedule 1	Service Specification	Schedule title changed from ‘Services to be Provided by the Agent’ to ‘Service Specification’.
		Revision of definitions list, now numbered as clause 1, and the insertion of new definitions for ‘Online’, ‘Processing Errors’ and ‘TSC’, as per the Road Law Agreement Schedule A.
		Clauses 1, 2, 3 and 4, now numbered 3(a), 3(b), 3(c), and 3(d), under a new clause 3, with the heading ‘Non Road Law Functions of the Agent’.
		Insertion of new clauses 1 (Scope of Services), 4 (Transaction Processing Requirements, 6 (Physical Stock Requirements), 7 (Financial Reconciliation and Reporting Requirements), 8 (Timeliness of Service), 9 (Quality of Service), 10 (Auditing by Designated Audit Team), as per the requirements at Road Law Agreement Schedule A.
		Insertion of new clause 5 (Direct Debit), revised and removed from Schedule 5, Business Rules, sub-clause 3.3.
Schedule 2	Schedule of Commission Rates	Revision of the Schedule of Commission Rates with updates (increase) to commission rates associated with the various transaction categories (Scale of Fees tables).
Schedule 3	Agreement Representatives and Addresses for Notices	Deletion of sub-clause 1(a)(v).
		Deletion of sub-clause 1(c).
Schedule 5	Business Rules	Deletion of all the definitions and clauses in the Schedule. Some of these have been revised and moved to the body of the Agreement or to Schedule 1.
		Insertion of new sub-clause 1, Business Rules Applicable to this Agreement, to match Road Law Agreement Schedule E, Business Rules.
Schedule 7	Equipment Maintenance	Revision of Schedule 7 to update various contact details and procedures.
Schedule 10	Performance Measures	Revision of Schedule 10 to align with current DTMI procedures for auditing, monitoring and reporting on errors and compliance rates.
General	Various	Renumbering clauses as required and amending clause references to match.
General	Various	Corrections to grammar and punctuation.

END OF SECTION