Shire of Pingelly

Attachments

Ordinary Council Meeting
21 February 2018

Attachment 1

14.1 Department of Transport – Provision of Online Licensing Services contract renewal

Department of Transport Licensing Contract
Letter Regarding Contract Renewal

Government of **Western Australia**
Department of **Transport**

DOT965417 AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN SHIRE OF PINGELLY IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

BETWEEN:

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

AND:

The Shire of Pingelly 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 _____ 201_.

BETWEEN:

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

and

Shire of Pingelly (ABN 30 389 182 782), of 17 Queen Street PINGELLY WA 6308 **(the Agent)**

RECITALS

A. Under section 11 of the Road Traffic (Administration) Act 2008, the CEO may enter into an agreement providing for the CEO's functions under a Road Law that are described in the agreement to be performed on behalf of the CEO.

B. The CEO wishes to enter into an agreement for the performance of certain of his licensing functions under Road Laws described in this Agreement.

C. The Agent is prepared to perform the licensing functions described in the Agreement on behalf of the CEO and the CEO is prepared to remunerate the Agent accordingly.

D. The CEO and Agent have also separately entered into an agreement for the Agent to perform certain Non-Road Law Services. The Agent will be acting in accordance with the Business Rules and utilising the same information technology infrastructure, software applications and transactional arrangements for the performance of both the Road-Law and Non Road Law Services.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

Confidential Information means information in respect of the Agreement that:

(a) is by its nature confidential; or

(b) is specified by the Principal or the Agent to be confidential, including any information specified at Schedule D to this Agreement to be confidential; or

(c) the Principal or the Agent knows or reasonably ought to know is confidential.

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

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

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

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

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

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

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

(a) the administration of this Agreement; and / or

(b) the provision of Licensing Services.

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

Employee means

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

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

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

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

(a) the Agent breaches an obligation under the Agreement that cannot be remedied, including a breach of its confidentiality obligations; or

(b) the Agent breaches any other obligation under the Agreement and that breach is not remedied within two (2) Business Days after the Principal gives a notice to the Agent requiring the breach to be remedied, or within a later period specified by the Principal in the notice; or

(c) the Agent commits three (3) separate breaches of its obligations under the Agreement over any twelve (12) month period, whether or not the Principal has given the Agent notice of any such breaches and whether or not the Agent has rectified such breaches; or

(d) a representation or warranty made by the Agent under the Agreement is or becomes untrue or is breached; or

(e) an Insolvency Event occurs in respect of the Agent; or

(f) the Agent ceases, or, in the reasonable opinion of the Principal will likely imminently cease, to carry on business; or

(g) any of the Agent's Personnel is or has at any time been convicted of a criminal offence that is punishable by imprisonment or detention that has not been disclosed to the Principal and the Principal has given its prior written consent; or

(h) if the Agent is a body corporate, the Agent is convicted of a criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, $10,000; or

(i) in the reasonable opinion of the Principal, the reputation of the Principal, the State of Western Australia or the Government of Western Australia is, or is likely to be, damaged by any act or omission of the Agent; or

(j) any of the Agent's Personnel disclose the Principal's Confidential Information under Schedule D Confidential Information; or

(k) the Agent refuses to comply with any reasonable Direction given by the Principal; or

(l) where applicable, the Agent breaches its duty under the Local Government Act 1995; or

(m) If the Agent also provides Non Road Law Services under a separate agreement to this Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.

Graduated Driver Training and Licensing System means the system that allows new drivers to acquire their driver's licence by completing a number of assessments, including the

CTT and HPT, and by gaining experience by driving under supervision in a wide range of conditions.

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

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

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

Insolvency Event means the happening of any of these events:

(a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or

(b) except to reconstruct or amalgamate while solvent, a body corporate:

  i. is wound up or dissolved; or

  ii. resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or

  iii. enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or

(c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or

(d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or

(e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or

(f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;

(g) a body corporate:

  i. takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or

  ii. stops or suspends payment of all, or a class of, its debts; or

  iii. is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:

    a. insolvent or unable to pay its debts when they fall due; or

b. the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001 (Cth)*; or

iv. is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act 2001 (Cth); or

v. ceases, or threatens to cease, to carry on all or a material part of its business; or

(h) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property Rights means:

(a) patents, copyright, rights in circuit layouts, registered designs, trade-marks and the right to have Confidential Information kept confidential; and

(b) any application or right to apply for registration of any of the rights described in (a) above,

but does not include Moral Rights.

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

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

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

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

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

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

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

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

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

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

(a) forms for completion by the Principal's Customers;

(b) printer base stock;

(c) vehicle licence plates;

(d) 'P' plates

(e) financial banking books;

(f) Logbooks;

(g) licensing publications and information material; and

(h) any other stock as detailed by the Principal in Schedule M.

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

Principal means the CEO of the Department of Transport.

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

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

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

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

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

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

Representative(s) means either or both the Agent's Representative or the Principal's Representative as the context requires.

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

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

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

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

State means the State of Western Australia.

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

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

1.2. Interpretation

In the Agreement Documents, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;

(c) a reference to a gender includes other genders;

(d) a reference to a person includes a public authority, a public body, a company and an incorporated or unincorporated association or body of persons;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;

(f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;

(g) a reference to the Agreement or another instrument includes all variations and replacements of any of them despite any change of, or any change in the identity of, the Principal or the Agent;

(h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to this Agreement;

(i) all the provisions in any schedule, attachment or appendix to this Agreement are incorporated in, and form part of, this Agreement and bind the Principal and the Agent;

(j) headings are included for convenience and do not affect the interpretation of this Agreement;

(k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(l) no rule of interpretation is to be applied to disadvantage the Principal or the Agent on the basis that it was responsible for preparing the Agreement;

(m) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;

(n) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;

(o) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;

(p) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;

(q) a reference to a month is to a calendar month and a reference to a year is to a calendar year;

(r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;

(s) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and

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

2. TERM

2.1 This Agreement will begin on the Commencement Date as specified in Item 2 of Schedule L for the term specified in Item 1 of Schedule L. The Principal may by notice in writing to the Agent extend the term at his entire discretion for a further period or periods up to the maximum period set out in Item 3 of Schedule L.

2.2 This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

3. SUPPLY OF SERVICES

3.1. Supply of Services

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

3.2. Scope and Quality of Services

(a) The Agent must supply the Services in accordance with the Specification.

(b) The Services include any reasonable Direction given by the Principal in relation to performance of Services in this Agreement.

(c) If no standards for the Services are specified in the Agreement, then the Agent must supply the Services in accordance with the highest reasonable standards that usually apply to the supply of the Services and in any event with proper skill, care and diligence.

(d) The Agent must save and file all Business Rules, policies, guidelines, procedures Administrative Instruction's and Licensing Information's developed and distributed by the Principal so that they can be retrieved for ease of reference.

(e) The Agent must observe, perform and comply with any Business Rules, policies, guidelines, procedures, Administrative Instruction's and Licensing Information's developed by the Principal to ensure the integrity of the Services provided.

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

3.3. Additional Work

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

(a) at the rate of a similar Service specified in the Schedule of Rates; or

(b) if no rate is specified in the Schedule of Rates, at a rate agreed between the Principal and the Agent; or

(c) if no rate is agreed under clause 3.3(a) or (b) within ten (10) Business Days from the date of the Principal's request, at the reasonable rate determined by the Principal.

3.4. Unsatisfactory Services

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

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

3.5. Value for Money Policy

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

(b) Where the Principal has access to other service contracts the Agent must access and use such contracts as advised by the Principal.

4. COLLECTION OF REVENUE

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

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

4.2. Forms of Payment

(a) The Agent must accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions.

(b) If a customer cheque or other payment is dishonoured or is otherwise not credited to the Agent's bank account, the relevant provisions set out in the Business Rules in Schedule E will apply.

4.3. No Surcharge

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

5. PAYMENT

5.1. Commissions Payable

Subject to the provisions of sub-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 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 Rates in accordance with annual changes in the Consumer Price Index and the Commission's payable to the Agent will be increased accordingly, except in the instance where there is no movement in the CPI.

(b) Where the CPI is a negative 'downward' movement, the Commission's 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 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, inter-alia:

(i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and

(ii) confirmation the Commissions payable have been reconciled and authorised by the Principal.

(b) The Principal will issue the Agent tax invoices, being Recipient Created Tax Invoices (RCTI), in respect of Commissions payable, on the basis of the Transaction and Payment Summary report for the corresponding period.

(c) The Principal will issue a Transaction and Payment Summary Report and RCTI to the Agent:

(i) for each calendar month; and

(ii) not more than thirty (30) Business Days after the last day of the invoice period.

(d) The Agent agrees it will not issue tax invoices in respect of the Services.

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

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

5.4. Payment of Invoices

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

5.5. Method of Payment

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

5.6. No Obligation to Pay

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

(a) the Services have been supplied in accordance with clause 3; and

(b) the Principal is satisfied that no Event of Default has occurred.

5.7. Incorrect Payment

(a) If the Agent finds an amount paid based on the RCTI is incorrect and the Principal has paid, the Agent is responsible for issuing an Adjustment Note to the Principal. If the amount is:

(i) less than the amount that should have been paid, the Principal must pay the difference to the Agent within twenty (20) days after the date the Adjustment Note is received;

(ii) more than the amount that should have been paid, the Principal may:

a. debit the difference from the Agent's nominated account within twenty (20) days after the date the Adjustment Note is received; or

b. offset the difference against any amount subsequently payable by the Principal to the Agent.

(b) If the Principal finds that the amount paid based on the RCTI was incorrect and the Principal has overpaid, the Principal is entitled to take the steps outlined in sub-clause 5.7(a)(ii) a. or b., without receipt of an Adjustment Note from the Agent.

5.8. GST and other duties, taxes and charges

(a) In this clause (5.8) the expressions '**consideration**', '**recipient**', '**supply**', '**tax invoice**' and '**taxable supply**' have the meanings given to those expressions in the *GST Act*.

(b) All amounts in the Schedule of 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 convicted of a criminal offence that is punishable by imprisonment or detention; and

(g) there is nothing that prevents the Agent from complying with any obligation under the Agreement.

6.2. General Warranties Made Continuously

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

6.3. Agent's Undertakings

The Agent must:

(a) properly provide for the care, safety, security and protection of:

(i) all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent; and

(ii) all property, information technology equipment and software applications supplied by the Principal to the Agent in connection with the Agreement;

(b) promptly notify the Principal if any warranty in clause 6.1 is breached or becomes untrue within two (2) business days of the identification of the breach;

(c) securely manage and destroy any waste documentation;

(d) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Principal's approved courier or representative;

(e) securely return by the Principal's approved courier or representative all obsolete vehicle number plates to the Principal's nominated contractor for destruction;

(f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;

(g) comply with all State and Commonwealth laws relevant to the Agreement;

(h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;

(i) cooperate fully with the Principal in respect of the administration of the Agreement;

(j) ensure that no Personnel causes the Agent to breach the Agreement; and

(k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

6.4. Warranties and Indemnity

(a) The Agent must give, or ensure the Principal has the benefit of, any warranties specified in the Agreement.

(b) The Agent must do everything necessary to obtain the benefit of all third party warranties and must ensure that the Principal has the benefit of those warranties.

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

6.5. Conflict of Interest

6.5.1. Without limiting the meaning of conflict of interest, a conflict of interest may arise in the following circumstances:

(a) 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

(b) 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.

6.5.2. 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:

(a) promptly notify the Principal that the conflict has arisen and provide full details; and

(b) take reasonable steps in consultation with the Principal to manage or resolve the conflict.

6.5.3. Without limiting the meaning of conflict of interest, a perceived conflict of interest may arise when an Agent or the Agent's Personnel accesses the Principal's Database or undertakes a transaction on behalf of a friend or relative or the Personnel's own record, without first obtaining the Principal's approval.

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

The Agent must:

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

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

(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

The Principal will supply the Agent with the following:

(a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment supplied by the Principal to the Database;

(b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:

(i) PC/s;

(ii) printer/s (excluding consumables); and

(iii) image capture unit.

(c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third party software applications required by the Principal;

(d) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;

(e) the Physical Stock required by the Agent to perform this Agreement; and

(f) Vehicle licence plates.

7.2. Supply by Agent

(a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.

(b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.

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) Subject to clause (a) above:

(i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agents risk and the Principal will not be responsible for any hardware or software failure or resultant loss of the Agents 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 or loss of data resulting in the installation of the additional hardware or software.

(c) The Agent will uninstall any additional hardware or software that the Agent installs on a PC designated for transaction processing by prior agreement with the Principal, when the PC is required to be replaced or returned to the Principal.

7.4. Compliance with Principal's Requirements

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

7.5. Maintenance of Equipment

(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 where the Services are provided.

(b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or representative.

(c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.

(d) In the event that equipment supplied by the Principal requires maintenance, the Agent will contact the Principal to discuss the maintenance options for the equipment as detailed in Schedule F.

(e) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.

(f) In the event equipment supplied by the Principal requires off-site maintenance, and that maintenance results in equipment not being available to the Agent for more than five (5) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

7.6. Premises

The Agent will:

(a) ensure all areas in which the Services are to be performed are suitable for the purpose;

(b) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;

(c) ensure security complies with any reasonable Direction given by the Principal;

(d) do everything reasonably necessary to protect people and Property on the Premises, as they relate to the delivery of the Services; and

(e) ensure compliance with Requirement 9 of the PCI DSS at Schedule J.

8. EXPENSES

8.1. Bank Fees and Charges

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

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

8.2. Training

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

(a) accommodation costs, to a maximum equal to the applicable accommodation allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;

(b) meal costs, to a maximum equal to the applicable meal allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;

(c) vehicle mileage costs only associated with travel to and from the Principal's training site, (not including personal use of the vehicle during the training course) to a maximum equal to the applicable vehicle mileage allowance specified in schedule F of the current West Australian Public Service Award, Motor Vehicle Allowance, made under *Public Sector Management Act 1994*;

(d) return economy airfares; and

(e) subject to the Principal's approval, taxi/ride sharing fees incurred to and from the training only.

8.3. Telecommunications

The Principal will reimburse the Agent for specified telecommunications expenses, being:

(a) charges incurred for one dedicated telecommunications line used solely for the purpose of providing a credit card payment facility, being:

(i) initial standard set-up costs of up to $300; but

(ii) excluding any additional telecommunications infrastructure costs unless negotiated with the Principal prior to the commencement of Services; and

(iii) line rental.

(b) charges incurred for any dedicated telecommunications line used solely for the purpose of dial-up network access to the Principal's Database on the basis of either:

(i) all STD call charges and line rental;

(ii) $1.01 for each connection to the Principal's Database and line rental, whichever is the lesser; or

(c) charges incurred for any telecommunications line used jointly for the purpose of dial-up network access to the Principal's Database and unrelated business of the Agent on the basis of either:

(i) STD call charges for each connection to the Principal's Database; or

(ii) $1.01 for each connection to the Principal's Database, whichever is the lesser.

(d) all charges incurred for the purpose of accessing the Principal's database through a specified dedicated ADSL Broadband connection.

8.4. 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.

8.5. Reimbursement

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

(a) properly payable;

(b) correctly calculated in accordance with the Agreement; and

(c) accompanied by sufficient supporting evidence.

9. PERSONNEL

9.1. General Provisions of the Agent's Personnel

(a) All Personnel must be Employees of the Agent.

(b) All prospective Personnel must be approved by the Principal for appointment prior to supplying the Services;

(c) The Principal may direct the Agent to temporarily suspend the Personnel's access to the Principal's Database and Property and direct the Personnel to undertake immediate retraining.

(d) The Agent must, at its expense, provide the Principal with a current (not more than three months old) Australia-wide police clearance for all prospective Personnel intended by the Agent for appointment as Personnel prior to the commencement of their involvement in supplying the Services.

(e) The Principal may, at its discretion and expense, at any time and from time to time request the Agent to undertake further Australia-wide police clearance with respect to any prospective Personnel. The Agent must comply with the Principal's request within twenty (20) Business Days of such request.

(f) If police clearance evidence provided by the Agent pursuant to clause 9.1(d) or 9.1(e) reveals that a prospective Personnel, or reveals that Personnel, has committed a criminal offence punishable by imprisonment or detention, then the Principal may, without prejudice to his other rights under the Agreement:

(i) refuse approval for the person to be appointed as Personnel; or

(ii) revoke its approval and require the removal of the Personnel in question from any involvement in the supply of the Services,

as the case may be, and the Principal may do so solely in reliance on the police clearance evidence.

(g) The Agent and its Employees must not, during the Term, have any affiliations, associations, connections, or professional engagements with any companies, agencies, organisations, clubs, associations, or other business or charitable institutions which have or have been found to have or proven to have any involvement in any disreputable, criminal or illegal business dealings or transactions.

(h) The Principal will terminate this Agreement effective immediately, upon becoming aware of any such affiliations, associations, connections, or professional engagements referred to in 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 9.1 (i).

(k) Where the Agent continues to engage or retains the engagement of Employees contrary to the provisions of this clause 9, in addition to any other rights and actions available to the Principal, the Principal may terminate this Agreement immediately without notice.

(l) In addition to the provisions of clauses 9.1(d) to (f), the Principal may withhold approval for the appointment of a prospective Employee as Personnel or require the Agent to remove any Personnel from involvement with supplying the Services if the Principal reasonably believes that the prospective Employee or Personnel, as the case may be, is unsuitable.

(m) In the event that the Principal withholds approval of a prospective Employee or requests removal of any Personnel, in accordance with clause 9.1(f) or 9.1(l), the Principal shall, at the request of the Agent, provide reasons for its decision, unless to provide reasons would, in the reasonable view of the Principal, be contrary to the public interest.

(n) In the event that any Personnel is required to be removed from supplying the Services pursuant to this clause 9.1, the Agent must at its own cost:

(i) ensure that the Personnel in question immediately ceases all involvement with the supply of the Services; and

(ii) replace the Personnel with other Personnel, approved by the Principal, of the highest skills and experience available to the Agent.

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

9.2. Qualifications

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

(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 warrants and represents that none of its officers, employees, agents or sub-contractors has employed, engaged or has otherwise been involved, directly or indirectly, in connection with the Agreement, with a person who is acting as a Lobbyist (as that term is defined in Public Sector Commissioner's Circular 2016 "Circular 2016") unless such person is duly registered as a Lobbyist in terms of Circular 2016 and that person has complied with his or her obligations under Circular 2016 as amended from time to time.

9.4. Awards, Workplace Agreements

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

10. ACCESS AND CONFIDENTIALITY

10.1. Access and Records

(a) The Agent will allow the Principal:

(i) reasonable access to inspect any Premises and equipment used or occupied in connection with this Agreement;

(ii) reasonable access to all Records in the custody or control of the Agent; and

(iii) to examine, audit, copy and use any 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 Principal's Systems and Database

(a) The Principal will, subject to availability, permit the Agent to access the Database for the purposes of and to the extent necessary for the Agent to meet its obligations under this Agreement.

(b) The Principal will require all of the Agent's Personnel, who are to be granted access to the Database, to sign the Confidentiality Deed Poll (Schedule G) that will be issued at the time of the Personnel undertaking the mandatory training in the use of the Database or on demand by the Principal.

(c) The Agent will:

(i) ensure all use of the Database is solely and exclusively for the purpose of supplying the Services;

(ii) comply with all data security requirements in respect of access to and use of data relevant to the Agreement, in addition to any statutory obligation relevant to data security;

(iii) prohibit and prevent any Employee(s) who has/have not been expressly approved to do so by the Principal from gaining access to the Database or any data relevant to the Agreement;

(iv) without limiting clause 10.3(c)(iii), use reasonable endeavours to prevent any unauthorised person from gaining access to the Database or any data relevant to the Agreement;

(v) prevent unauthorised and improper use of the Database;

(vi) prevent unauthorised and improper use of the software or hardware relating to the CTT and HPT;

(vii) notify the Principal immediately and comply with all directions of the Principal if the Agent becomes aware of any contravention of this clause 10.3 or any other of the Principal's data security requirements; and

(viii) comply with any security instructions or guidelines issued by the Principal.

(d) Personnel will not:

(i) divulge their authorised user identification to any other Personnel or person; or

(ii) while logged into the Principal's Database, allow any other Personnel or person to access the Principal's Database; or

(iii) leave the Principal's database unattended while they are logged in.

(e) In the event of any occurrence described herein at clauses 10.3 (c) or (d) or any other use of the Database contrary to the provisions of the Agreement or reasonably deemed inappropriate by the Principal, the Principal will be entitled to:

(i) immediately suspend the Agent's access to the Database with or without notice, in which case the provisions in clause 18 apply; and

(ii) notify the Agent of the breach by notice in writing.

(f) The Agent must provide a written response within two (2) Business Days of receipt of the notice referred to in clause 10.3(e)(ii) stating the reasons for such breach.

(g) In the event of the commission or attempted commission of any theft or fraudulent transaction by Personnel, the Agent must provide all possible assistance to the Principal and/or its nominated Agents or Representatives.

(h) The provisions of this clause 10.3 are in addition to the Principal's other rights at law.

10.4. Confidentiality

(a) The Agent will not use or disclose to any person the Principal's Confidential Information including but not limited to Schedule D, except:

(i) where necessary for the purpose of supplying the Services; or

(ii) as authorised in writing by the Principal; or

(iii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause 10.4 by the Agent); or

(iv) as required by any law, judicial or parliamentary body or government agency; or

(v) when required (and only to the extent required) to the Agent's professional advisers, and the Agent must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Agent under this clause 10.4.

(b) The Agent will provide a secure storage environment for all Confidential Information and institute and maintain an effective form of control of access to ensure that the Confidential Information is only accessible by Personnel authorised to undertake the Services, and occurs exclusively in the context of the provisions of the Services.

(c) The Agent will restrict access to payment cardholder data by business need to know.

(d) The operation of this Clause 10.4 will survive the completion, expiry or termination of the Agreement.

10.5. Return of Confidential Information

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

(a) at the expiration or termination of the Agreement; or

(b) as scheduled by the Principal through Business Rules; or

(c) on demand by the Principal.

10.6. Publicity

(a) Unless the Principal gives its prior written consent, the Agent will not:

(i) use the Agreement or the Principal's name or logo;

(ii) use the name or logo of any person specified in the Agreement;

(iii) refer to the Agent's association with the State of Western Australia or the Government of Western Australia which results from the Agreement; or

(iv) make any statement concerning the Agreement,

in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documents necessary under statutory reporting requirements.

(b) The Principal may use the Agent's name and logo for reasonable promotional or publicity purposes at the Principal's discretion, but if the Principal uses the Agent's name or logo for such purposes, then the Principal must acknowledge the role of the Agent to the extent that is reasonable in the circumstances.

11. AUDITOR GENERAL

(a) The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of the Agreement.

(b) The Agent will allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Principal Supplied Property and Intellectual Property Rights

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

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

(c) The Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under the Agreement, for the benefit of the Parties named in the Agreement, including but not limited to:

(i) public liability insurance covering any legal liability of the Agent and the Agent's Personnel that may arise from the Agreement for an amount of not less than twenty million dollars ($20,000,000) for any one occurrence and unlimited in the aggregate; and

(ii) workers compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than fifty million dollars ($50 million) for any one occurrence in respect of the Agent's Personnel. The insurance policy must be extended to cover any claims or liability that may arise with respect to an indemnity under section 175(2) of the *Workers Compensation and Injury Management Act 1981*.

(d) 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 18.

13.6. Incidents and claims

(a) If either Party becomes aware of any event or incident occurring which gives rise or is likely to give rise to a claim under any insurance required under clause 13.1, it must as soon as reasonably practicable notify the other Party in writing of that event or incident.

(b) Failure to comply with this clause 13.6 shall not invalidate or otherwise affect the rights of the Principal, or the obligations of the Agent, under clause 14.

13.7. Continuing obligation

(a) The Agent must maintain the insurances required under clause 13.1 throughout the Term.

(b) The obligations of the Agent under this clause 13 are continuing obligations and survive suspension, expiration or termination of the Agreement for so long as the obligations of the Agent under this clause 13.7 continue.

13.8. No Limitation of Other Liabilities

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

14. INDEMNITY

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

(i) any breach of an obligation under the Agreement by the Agent or any Employee; or

(ii) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or

(iii) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.

(b) The Agent's liability under the indemnity in clause 14 (a) shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Principal, the State of Western Australia or their respective officers, employees or agents.

(c) The Principal agrees to use its best endeavours to cooperate with the Agent, at the Agent's cost, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of the indemnity under clause 14 (a).

15. PERFORMANCE and COMPLIANCE MANAGEMENT

15.1. Audit and Review

(a) The Principal will conduct regular auditing, performance review and compliance activities, including, but not limited to:

(i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;

(ii) a daily audit of all transaction supporting documentation received and processed by the Agent;

(iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:

a. the Processing Errors;

b. compliance with the Business Rules;

c. timeliness of transactions;

d. daily receipt by the Principal of transaction supporting documents;

e. Reconciliation of revenue collection against the Department of Transport TRELIS bank account; and

f. the Agent's performance generally.

(b) The Principal may engage an independent qualified auditor to conduct a quality audit of the Services.

(c) The Agent must:

(i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this Clause 15.1; and

(ii) provide all and any information, including documentation, at the request of the Principal or the Principal's appointed auditor within fifteen (15) days of the request.

(d) 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.

(e) 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

(a) The Parties agree to use reasonable efforts to resolve by negotiation any problem relating to Services that arise between them under the Agreement

(b) 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.

(c) Both Parties will continue to perform their obligations under the Agreement while negotiations under subclauses 16 (a) or (b) are exercised.

17. DEFAULT

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

(a) suspend payment of all sums due or becoming due to the Agent under the Agreement until such failure is rectified; and

(b) rectify such failure itself whether by use of the Principal's employees or other agents and the Principal shall be entitled to deduct the cost of such rectification from all sums due to the Agent under the Agreement.

18. SUSPENSION AND TERMINATION

18.1. Suspension and Termination

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

(a) suspend the Agent's access to the Database for a period not exceeding 3 months, in which case and during which period the Agent shall not be entitled to perform the Services or be remunerated accordingly; or

(b) terminate the Agreement, either immediately or after the period of suspension referred to in sub-clause 18.1(a).

18.2. Ending of Suspension

(a) The Principal may end the suspension at any time by written notice to the Agent.

(b) At the end of the suspension, the Agent's access to the Database will be restored and therefore all rights and obligations of the Principal and the Agent under the Agreement recommence.

18.3. Consequences of Expiration or Termination

(a) The expiration or termination of the Agreement does not affect any rights, liabilities or obligations of the Principal or the Agent as a result of anything occurring before the expiration or termination.

(b) On expiration or termination of the Agreement, the Agent must as soon as practicable:

(i) deliver to the Principal all Records as required by the Principal;

(ii) cease all access by the Agent and the Agent's Personnel to the Database;

(iii) cease to provide the Services;

(iv) return all the Principal's Property including 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.

18.4. Termination by Mutual Agreement

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

18.5. Limited Liability

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

19. 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.

20. NOTICE

Each notice or other communication given under the Agreement:

(a) must be in writing;

(b) may be given by either Party's Representative, a person authorised by the Party's Representative, or solicitor of the Principal or the Agent (as applicable);

(c) must be:

(i) hand delivered; or

(ii) sent by prepaid post; or

(iii) sent by facsimile; or

(iv) sent by email;

to the Representative of the respective Party specified in this Agreement.

(d) subject to clause 20(e), is taken to be received:

(i) in the case of hand delivery, on the date of delivery;

(ii) in the case of post, on the fifth Business Day after posting;

(iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;

(iv) in the case of email, on the date on which the receiver's email server records that the email was received; and

(e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

21. MISCELLANEOUS

21.1. 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 21.1(a) shall constitute a breach of a term of this Agreement.

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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.

21.6. 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.

21.7. 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.

21.8. Variations

(a) Subject to 21.8(b) below, the Agreement may only be varied in writing by mutual agreement of the Parties.

(b) The Schedules B, C, E, F, I, J 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.

21.9. 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 21.9(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.

21.10. 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.

21.11. 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.

21.12. 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.

21.13. 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.

21.14. 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.

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

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

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

Executed for and on behalf of the Shire of Pingelly, a body corporate under section 2.5 of the *Local Government Act 1995* by

Shire Mayor (Please Print)	Name of Chief Executive Officer (Please Print)
Signature	Signature

Or

The COMMON SEAL of the)
Shire of Pingelly)
Was hereunto affixed by)
Authority of a resolution of the)
Council in the presence of)

Affix Common Seal

Shire Mayor (Please Print)

Chief Executive Officer (Please Print)

Signature

SCHEDULE A: SERVICE SPECIFICATION

1. DEFINITIONS

In this service specification, the following definitions apply:

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

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

(a) information entered onto the Database;

(b) providing receipts;

(c) providing the correct Vehicle Number Plate;

(d) payment processing accuracy, including as to amounts levied and records made; and

(e) customer identification verification and management.

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

2. SCOPE OF SERVICES

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

3. TRANSACTION PROCESSING REQUIREMENTS

(a) The Agent will perform the following functions as part of the Service:

(i) perform all of the Services listed under 'Transaction Type' in the Schedule of Rates at Schedule B to this Agreement;

(ii) create and update records for the Principal's Customers on the Database as required;

(iii) collect the Principal's revenue;

(iv) produce receipts for every payment accepted by the Agent;

(v) provide assistance to the Principal's Customers to facilitate transactions; and

(vi) perform any other necessary and reasonable activities required to undertake the Services.

(b) The Agent will accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions, being cash, EFTPOS, credit cards (except Diners Club and American Express), debit cards, cheque and money order.

4. DIRECT DEBIT

The Agent will:

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

(b) bank on a daily basis revenue collected (cash/cheques/money orders) into the Agents nominated bank account.

(c) prior to the commencement of Service provide the Principal with a Direct Debit Request and the Principal will debit the Agents bank account two business days after collection to the value of transactions processed on the TRELIS database. Note: the Agent will ensure that sufficient funds are available at the time of the direct debit.

(d) comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

5. PHYSICAL STOCK REQUIREMENTS

The Agent will:

(a) issue to the customer the Physical Stock that meets the information, process, policy and legislative requirements of specific customer transactions;

(b) implement inventory controls and ordering processes to ensure sufficient stocks of all categories of Physical Stock are maintained to fulfil the Agent's requirements to the Principal's satisfaction; and

(c) ensure and account for the physical security of Physical Stock.

6. FINANCIAL RECONCILIATION AND REPORTING REQUIREMENTS

The Agent must:

(a) balance remittance collections daily;

(b) reconcile licensing transactions on the Database no later than 5.30 pm on the day of the transaction, or as otherwise directed by the Principal;

(c) produce daily transaction audit reports;

(d) record the corresponding vehicle licence number or driver's licence number, where payment is made by cheque, on the cheque;

(e) dispatch transaction supporting documentation and daily transaction audit reports to the Agent's designated Transport Service Centre, on a daily basis; and

(f) maintain a full audit trail to ensure that all transactions processed are easily traceable and identifiable.

7. TIMELINESS OF SERVICE

(a) The Agent must:

(i) process all in-person monetary and non-monetary transactions onto the Database 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 Database no later than the next Business Day; and

(iii) forward all required documentation and receipts as scheduled by the Principal to the designated Transport Service Centre or as directed by the Principal.

(b) In the event of the Agent's computer equipment failing or non-availability of the telecommunication link with the Database, the Agent must:

(i) manually process all transactions and receipts as instructed by the Principal; and

(ii) dispatch all documentation for manually processed transactions to the Agent's designated Transport Service Centre for re-processing onto the Database daily; or

(iii) if unable to process transactions manually, the Principal shall provide written instruction to the Agent who will then provide advice to the Principal's Customers of the nearest available Transport Services Centre or alternate Agent of the Principal and any other specified information as required to minimise inconvenience to the Principal's Customers.

(c) For the purposes of clause 7(b) in this Schedule A, non-availability of the telecommunication link, unless such non-availability was occasioned by the Agent, will not prejudice the Principal's assessment of timeliness.

(d) In the event any transaction cannot be processed on the day it is received, the Agent must immediately notify the Principal.

8. QUALITY OF SERVICE

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

(a) perform all transactions in accordance with the Business Rules; and

(b) perform the Services while adhering to the Performance Measures set by the Principal in a manner that will not cause increased costs, delay or undue impact to the Principal or the Principal's Customers.

9. AUDITING BY TRANSPORT SERVICE CENTRES

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

10. PRACTICAL DRIVING ASSESSMENTS

(a) The Agent agrees to provide a meeting point for the provision of practical driving assessments by the Principal's staff or contractors and agrees to the Agents staff conducting a proof of identity verification (POI) upon the arrival of applicants for a Practical Driving Assessment (PDA).

(b) The Principal's staff as a part of the proof of identity process are to endorse the PDA scoresheet that the applicants POI has been verified prior to the PDA taking place. The PDA scoresheet is to be endorsed 'POI sighted' and the signature of the Principals' staff member sighting the documents is also to be made on the scoresheet.

(c) The meeting point may be the Agent's Premises 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.

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 RATES

SOUTHERN REGION COMMISSION SCHEDULE 1: 1 JANUARY 2018

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

Commission Payment Category Rates

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

Category	Average Transaction Time	Commission (Volume ≤ 19,300)	Commission (Volume ≥ 19,301)
Category 1	0 – 3.5 minutes	$9.71	$7.01
Category 2	3.6 – 5.5 minutes	$12.54	$8.86
Category 3	5.6 – 8.5 minutes	$15.72	$10.93
Category 4	8.6 – 10.5 minutes	$18.88	$13.03
Category 5	10.6 – 14.5 minutes	$22.68	$15.51
Category 6	14.6 – 20.5 minutes	$29.03	$19.64
Category 7	20.6 – 29.5 minutes	$38.48	$25.89
Category 8	29.6 – 35.5 minutes	$48.01	$32.10

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

Category	Average Transaction Time	Commission (Volume ≤ 19,300)	Commission (Volume ≥ 19,301)
Category – updates		$3.26	$3.26
Category 9	0 - 3.5 minutes	$6.49	$4.90
Category 10	3.6 - 5.5 minutes	$9.36	$6.74
Category 11	5.6 - 8.5 minutes	$12.45	$8.80
Category 12	8.6 - 10.5 minutes	$15.60	$10.86
Category 13	10.6 - 14.5 minutes	$19.40	$13.33
Category 14	14.6 - 20.5 minutes	$25.67	$17.48
Category 15	20.6 - 29.5 minutes	$35.10	$23.68
Category 16	29.6 - 35.5 minutes	$44.52	$29.87
Category 17	45.0 - 50.0 minutes	TBD	TBD
Category 18	120.0 - 125.0 minutes	TBD	TBD

SOUTHERN REGION COMMISSION SCHEDULE 2: 1 JANUARY 2018

Southern Commission Payment Rates for Individual Licensing Transactions

This Schedule 2 relates to Commission payment rates for individual licensing transactions processed including cash receipts and non-cash information data input (includes non-transaction allowance and credit card merchant fees).

Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (includes 1.00% increase)	Commission (Volume > 19,300) (includes 1.00% increase)
Vehicle Renewals					
Straight Renewal	2	M	1	9.71	7.01
Renewal - with concession update	3	M	1	9.71	7.01
Renewal - with change of address	2.5	M	1	9.71	7.01
Renewal - with change of name	2.5	M	1	9.71	7.01
Renewal - with inspection form (details to be checked)	3	M	1	9.71	7.01
Renewal - with change of plate	3	M	1	9.71	7.01
Renewal - to uniform date	2	M	1	9.71	7.01
Renewal - with transfer infringement	2.5	M	1	9.71	7.01
Renewal - with plate infringement	2.5	M	1	9.71	7.01
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	9.71	7.01
Renewal - with multiple updates	3	M	1	9.71	7.01
Heavy vehicles - renewal	2	M	1	9.71	7.01
Heavy vehicles - change of nominated use	2	M	1	9.71	7.01
Heavy vehicles - change of concession	2	M	1	9.71	7.01
Heavy vehicles - fixed nominated use advice	2	NM	update	3.26	3.26
Duplicate copy of licence papers	2	M	1	9.71	7.01
Renewal and change of address with no payment	1.75	NM	9	6.49	4.90
Change of Plates					
Straight change of plate	2	M	1	9.71	7.01
Lost or stolen plate change (statutory declaration)	2	M	1	9.71	7.01
Retained plate (to be issued at a later date)	2	M	1	9.71	7.01
Change plate for original issue of personalised, special series or remake	2	M	1	9.71	7.01
Variation to Vehicle Details					
Change of colour, model, engine number (no fee adjustment)	2	NM	9	6.49	4.90
Change of insurance class (fee adjustment - up or down)	2	M or NM	1 or 9	$9.71 or $6.49	$7.01 or $4.90
Change of horse power or tare (possible fee adjustment - up or down)	2	M or NM	1 or 9	$9.71 or $6.49	$7.01 or $4.90
Change of fee type (possible fee adjustment - up or down)	2	M or NM	1 or 9	$9.71 or $6.49	$7.01 or $4.90
Change in nominated use (possible fee adjustment - up or down)	2	M or NM	1 or 9	$9.71 or $6.49	$7.01 or $4.90
Vehicle Updates					
Add condition	2	NM	9	6.49	4.90
Delete condition	2	NM	9	6.49	4.90
Add concession	2	NM	9	6.49	4.90
Delete concession	2	NM	9	6.49	4.90
New Registration					
Basic new registration	5	M	2	12.54	8.86
New registration with concession/condition update	5	M	2	12.54	8.86
New registration for heavy vehicle	6	M	3	15.72	10.93
Plate Receipts					

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (Includes 1.00% Increase)	Commission (Volume > 19,300) (Includes 1.00% Increase)
Eastern State plate return	2	NM	9	6.49	4.90
Western Australian plate return - no refund	2	NM	9	6.49	4.90
Western Australian plate return - refund	2.5	NM	9	6.49	4.90
Plate infringements	2	NM	9	6.49	4.90
Transfers					
Transfer details update (multi notification)	0.75	NM	update	3.26	3.26
Transfer update and payment	2.5	M	1	9.71	7.01
Transfer update, transfer payment and adjustment payment	3	M	1	9.71	7.01
Transfer update, transfer, adjustment and renewal payment	4	M	2	12.54	8.86
Transfer update, transfer, payment and infringement payment	3	M	1	9.71	7.01
Transfer update, concession update and transfer payment	2.5	M	1	9.71	7.01
Transfer update, transfer and renewal payment	3	M	1	9.71	7.01
Deceased estate transfer update and payment	2.5	M	1	9.71	7.01
Divorce settlement transfer update and payment	2.5	M	1	9.71	7.01
First and Final demand letter payment	1.5	M	1	9.71	7.01
Transfer infringement payment	1.5	M	1	9.71	7.01
Eastern States Registration with no inspection required	5	NM	11	12.45	8.80
Dealer Acquisitions					
One to five in one transaction	2	M	1	9.71	7.01
Adjustment Payment					
System generated notification	2	M	1	9.71	7.01
Created by update or variation plus update time	2	M	1	9.71	7.01
Driver Renewal					
Renewal with photograph	2	M	1	9.71	7.01
Renewal without photograph (data card still requires photographing)	2	M	1	9.71	7.01
Renewal with concession application	2	M	1	9.71	7.01
Renewal with concession deleted	2.5	M	1	9.71	7.01
Renewal with change of address	2.5	M	1	9.71	7.01
Change of name or date of birth	2.5	M	1	9.71	7.01
Renewal without payment	1.5	NM	9	6.49	4.90
Renewal and change of address without payment	2	NM	9	6.49	4.90
Duplicate copy of licence	2	M	1	9.71	7.01
Certified copy of licence	2	NM	9	6.49	4.90
Change of Address (multi advice)					
Motor driver licence	0.5	NM	update	3.26	3.26
Motor vehicle registration	0.5	NM	update	3.26	3.26
Special Plate Applications					
Personalised plates	2	M	1	9.71	7.01
Sporting plates	2.5	M	1	9.71	7.01
Local Authority	2.5	M	1	9.71	7.01
Special Series	2.5	M	1	9.71	7.01
Plate Remake Applications	2	M	1	9.71	7.01

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (Includes 1.00% Increase)	Commission (Volume > 19,300) (Includes 1.00% Increase)
Special Plate Transfers	2	M	1	9.71	7.01
Temporary Permits	3	M	1	9.71	7.01
Suspense Receipts	2	M	1	9.71	7.01
Vehicle Modification Permit	2	M	1	9.71	7.01
Dishonoured cheque payments	2	M	1	9.71	7.01
Instructors Fees	2	M	1	9.71	7.01
Original Driver Licence					
New application and application fee payment	5	M	2	12.54	8.86
Issue of Learners Permit	1.5	M	1	9.71	7.01
Update to practical driving assessment incorporating booking the practical driving assessment and provision of meeting point for driving assessment	14	NM	13	19.40	13.33
Practical test update and renewal or duplicate	2	M	1	9.71	7.01
Transfer application, application fee and renewal payment	6	M	3	15.72	10.93
Additional class updates and application fee payment	4	M	2	12.54	8.86
Additional class learner permit	1.5	NM	9	6.49	4.90
Extra practical test payment	2	M	1	9.71	7.01
Extraordinary licence - original application	7	M	3	15.72	10.93
Extraordinary licence - renewal	2	M	1	9.71	7.01
Reissue of lapsed licence and payment of renewal	4	M	2	12.54	8.86
Issue of Medical Assessment	3	NM	9	6.49	4.90
Conducting Computerised Theory Test (CTT) - General	15	M	MDL	24.26	No volume rate is applicable and the four transactions will be processed as separate MDL Commission payment
Conducting Computerised Theory Test (CTT) - Heavy	15	M	MDL	16.72	
Conducting Computerised Theory Test (CTT) - Rider	15	M	MDL	16.72	
Practical test - light vehicle	50	NM	17	TBD	TBD
Practical test - heavy vehicle	125	NM	18	TBD	TBD
Conducting Hazard Perception Test (HPT)	17	M	6	29.03	19.64
Practical Test update pass - issue Phase II permit and Log Book	3	M	1	9.71	7.01
Phase II application fee payment	3	M	1	9.71	7.01
Supplementary Phase II application fee payment	3	M	1	9.71	7.01
Verify Log Book details and update Licence record	5	NM	10	9.36	6.74
Issue replacement Log Book	3	NM	9	6.49	4.90
Service of Demerit Point Suspension	5	NM	10	9.36	6.74
Processing of good behaviour period elections	5	NM	10	9.36	6.74
Service of breach notices for good behaviour period	5	NM	10	9.36	6.74

SCHEDULE C: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES

1. PRINCIPAL'S REPRESENTATIVE

(a) The Principal's Representatives are:

(i) Director Commercial and Partnerships; or

(ii) Assistant Director Commercial Management, or

(iii) Manager Statutory Agency Agreements; or

(iv) the person/s who for the time being, for all intents and purposes, occupies those offices; or

(v) the person acting in the office that substitutes for any of the above-described offices; or

(vi) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.

(b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.

(c) The Principal's address for notices:

Manager, Statutory Agency Agreements,

Commercial and Partnerships

Department of Transport

GPO Box R1290

Perth WA 6844

Telephone: 08 6551 6378

Facsimile: 08 6551 7022

Email: SAA@transport.wa.gov.au

2. AGENT'S REPRESENTATIVES

(a) The Agent's Representatives are:

(i) The CEO.

(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

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

(a) all information provided to the Agent from and relating to the Database or which can be accessed or extracted from the Database or other similar system, including information relating to the Principal's Customers or data provided to the Agent for the purposes of supplying the Services under this Agreement;

(b) any other data or information which is provided to the Agent by the Principal or by the Principal's Customers or potential customers in the course of performing this Agreement;

(c) any internal Department of Transport (Transport) information (including Departmental procedures, policies and instructions or similar documents or material) that the Agent may have, or has come to have, access to in the course of performing this Agreement;

(d) computer programs, information about the Principal's Customers or potential customers or details of the Principal's methods of operation;

(e) information comprised in, or relating to, any Intellectual Property of the Principal;

(f) information relating to the internal management or structure of the Principal, or the personnel, policies and strategies of the Principal;

(g) information of the Principal that has actual, or potential, commercial value to the Principal or to any person or corporation which has supplied that information;

(h) information relating to the policies, strategies, practices and procedures of the Government of Western Australia or any information in the Agent's possession arising out of this Agreement relating to the Western Australian Public Service;

(i) information in the Agent's possession relating to the Principal's suppliers, or like information;

(j) information relating to the financial position or reputation of the Principal and/or the Department including information relating to assets and liabilities; and

(k) information which is commercially sensitive or personal.

1.1. Confidentiality Deed Poll

The Agent's Personnel shall be required to sign a Confidentiality Deed Poll. These Confidentiality Deed Polls 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 Information documents issued by the Principal;

(b) Administration Instructions issued by the Principal;

(c) Reasonable directives or advices issued via writing by the Principal;

(d) Financial Business Rules issued by the Principal. Financial Business Rules includes the procedure for dealing with situations when the Principal's customers payment method does not result in a payment being made; and

(e) Other policies and procedures issued by the Principal.

SCHEDULE F: EQUIPMENT MAINTENANCE

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

Step	Process	
Repair or Replacement Issue	Agent's Personnel are to contact Transport's Customer Service Phone-Support only. Please do not contact the Business Information Systems (BIS) *Helpdesk (Helpdesk)* directly.	**1800 354 928** **Phonesupport@transport.wa.gov.au**
Job/Incident Logged	Agent's Personnel must provide details of the faulty equipment including the LF number (yellow sticker) and DP number (white sticker) and details of the problem. Customer Service Phone-Support will log the incident with Helpdesk. **Please Note** When logging an issue, the Agent will be provided a job/incident number which will need to be reference for any subsequent enquiries. Always record this number.	
Courier	Transport's Customer Phone-Support or BIS Helpdesk will instruct Agent's Personnel to courier the equipment if it needs to be returned for repair/replacement.	
Courier details	The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 18 85. Quote account number **XV1437**. The cost of the courier will be charged to the Department of Transport. Courier to Department of Transport BIS. 2 Tassel Place, Osborne Park, WA 6018.	
Repair and/or Replacement	The Department of Transport will organise the repair and/or replacement of the equipment item.	
Return Courier	BIS. will arrange for the equipment item to be returned by courier to the Agent.	
Follow Up	If the Service Staff require any follow-up assistance, Transport's Customer Service Phone-Support can be contacted for further instruction. Please quote the job/incident number.	
Escalation	If the Agent site experiences any delay or has any unresolved issues, an email should be sent to phonesupport@transport.wa.gov.au with all details, including the job/incident number. Attention to: Customer Service Phone Support Manager.	

SCHEDULE G: AGENT'S EMPLOYEE CONFIDENTIALITY DEED POLL

CONFIDENIALITY DEED POLL
ACCESS TO INFORMATION HELD BY THE DEPARTMENT OF TRANSPORT PURSUANT TO THE ROAD TRAFFIC ACT 1974

1. PRINCIPAL'S PARTICULARS

Name	The CEO, Department of Transport		
ABN	27 285 643 255		
Address	140 William Street, Perth, Western Australia 6000		
Contact	Access Management	**Email**	access.management@transport.wa.gov.au
Phone	6551 6881	**Fax**	9227 3416

2. AGENT'S EMPLOYEE'S PARTICULARS

Name			
Address			
Contact			
Phone		**Email**	

3. SERVICES

The Agent will undertake Road Law licensing functions of the Principal by processing licensing transactions on-line for the Principal's Customers including:

- creating and updating records for the Principal's Customers on the Database as required;
- collecting the Principal's revenue;
- producing receipts for every payment accepted by the Agent;
- providing assistance to the Principal's Customers to facilitate transactions;
- providing HPT/CTT testing facilities; and
- performing any other necessary and reasonable activities required to undertake the Services.

4. BACKGROUND

A. The Principal is responsible for the administration of the licensing provisions of the *Road Traffic Act 1974*.

B. Section *11* of the *Road Traffic (Administration) Act 2008* empowers the Principal to enter into agreements for the performance of the Principal's functions under that Act.

C. The Services are some of the functions of the Principal under the *Road Traffic Act 1974*.

D. The Principal has entered into an Agreement with the Agent for the Agent to supply Services to the Principal's Customers.

E. In order to be able to carry out the Services, the Agent's Personnel will require access to Confidential Information and the Principal has agreed to disclose Confidential Information to the Agent's Personnel on the strict understanding that the Confidential Information is provided solely to enable the Agent's Personnel to carry out the Services.

F. This Confidentiality Deed Poll must be executed by the Agent's Employees and returned to the Principal before the Principal will disclose Confidential Information to the Agent's Employees.

5. THE AGENT'S EMPLOYEE AGREES:

In consideration of, amongst other things, being granted access to the Confidential Information on the terms contained in this deed, the Agent's Employee undertakes and agrees that he is subject to the following obligations:

6. DEFINITIONS AND INTERPRETATION

In this deed:

Agent means Shire of Pingelly – ABN 30 389 182 782.

Agent's Employee means a person who supplies Services to the Principal's Customers under the Agreement made between the Principal and the Agent.

Confidential Information includes but is not limited to:

(a) information regarding personal details of the Principal's Customers including, but not limited to, driver's licence number, name, date of birth, address and all other contact details of the Principal's Customers;

(b) details of the vehicle number plates associated with the Principal's Customers;

(c) any information which pertains to the conduct of the Principal's business which is not public knowledge or which is not publicly available;

(d) information regarding business or system processes that the Agent's Employee has obtained, or which may be provided by the Principal, whether directly or indirectly;

(e) information relating to the internal management and structure of the Principal, or the personnel, policies and strategies of the Principal;

(f) policies, strategies, practices and procedures of the Principal and any sensitive information which the Agent's Employee may come to obtain or have access to relating to the Western Australian Public Service;

(g) information which the Agent's Employee may come to obtain or have access to relating to the Principal, the Principal's Customer or suppliers, and like information; and

(h) information which is commercially sensitive information or Personal Information, but does not include Excepted Information.

Excepted Information means information which:

(a) is available or becomes available in the public domain other than by breach of this deed;

(b) is known to the Agent's Employee before receiving it from the Principal and is not subject to an existing obligation of confidence between the parties;

(c) is provided to the Agent's Employee by a third party whose use and disclosure of the information is not subject to any restrictions

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

Principal's Customers means those persons who use the Services supplied by the Agent under an Agreement made between the Principal and the Agent.

Services means the services listed in the box headed "Services" on the front page of this deed.

A reference to a gender includes other genders.

7. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

7.1. Use of Confidential Information

The Agent's Employee agrees that, in consideration of the Principal disclosing Confidential Information to him, he will:

(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 allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;

(d) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:

  (i) keeping the Confidential Information within his 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 in breach of this deed;

(e) co-operate with the Principal if the Principal commences proceedings in respect of the unauthorised access, use, copying or disclosure of Confidential Information; and

(f) immediately notify the Principal if he becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 7.

7.2. Return of Confidential Information

The Agent's Employee acknowledges and agrees that:

(a) immediately on request, he must deliver up to the Principal and cease to access and use all Confidential Information, including any copies of the Confidential Information (stored in any medium) which is in his possession as soon as practicable after the date when the Agent completes the Services or the relevant part of the Services; and

(b) the return of Confidential Information does not release him from his other obligations under this deed.

7.3. Acknowledgments

The Agent's Employee acknowledges and agrees that:

(a) the Confidential Information provided by the Principal is secret and confidential;

(b) the Confidential Information is the property of the Principal, and this deed does not convey any proprietary interest in the Confidential Information to him;

(c) he is liable to the Principal for any unauthorised access, use or disclosure of the Principal's Confidential Information by him or by any third party as a result of his act or neglect to act;

(d) disclosure of the Confidential Information in breach of this deed may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the Principal; and

(e) damages may not be a sufficient remedy for the Principal for any breach of this deed and the Principal may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by him in addition to any other remedies available to the Principal.

8. CRIMINAL CODE, ROAD TRAFFIC ACT AND STATE RECORDS ACT

The Agent's Employee acknowledges and agrees that:

(a) as a 'government contractor', the contractor is under a duty not to make an 'unauthorised disclosure' (as those terms in italics are defined in section 81 of the Criminal Code) and he is guilty of a crime if he does so - Maximum penalty: 3 years imprisonment;

(b) the contractor is under a duty not to unlawfully use a 'restricted access computer system' (as that term in italics is defined in section 440A of the Criminal Code) and he is guilty of a crime if he does so - Maximum penalty: 10 years imprisonment;

(c) the contractor is under a duty not to, directly or indirectly, record, disclose or make use of information obtained while carrying out the Services except for those purposes set out in 103 (1) (a) to (d) and (2) of the Road Traffic Act 1974 - Penalty: a fine of 100 PU or imprisonment for 12 months; and

(d) the contractor is employed by the Agent who is engaged under an Agreement for services by the State Government to carry out the Services and that he comes within the definition of 'government organization employee' (as that term in italics is defined in section 3 of the State Records Act 2000) and that he may be subject to a maximum penalty of $10,000 if found guilty of an offence under section 78 (1) to (5) of the State Records Act 2000.

9. SURVIVAL OF THE OBLIGATIONS

The obligations of the Agent's Employee under this deed commence on the date of this deed and will survive and will continue in force until the Principal releases him from his obligations by means of a written release.

10. GOVERNING LAW

This deed is governed by the laws of the State of Western Australia and the Agent's Employee irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.

IMPORTANT - THIS DOCUMENT HAS LEGAL IMPLICATIONS AND YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING IT

EXECUTED AS A DEED POLL ON THE DAY OF 201X

SIGNED and DELIVERED)

by.....)(Signature and job title)

the Agent's Employee

in the presence of:

Signature of witness:.....

Full name of witness .....
(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)

Address of witness:.....

SCHEDULE H: PERFORMANCE MEASURES

No.		Qualitative Matrix
1	Daily Audit	A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Services Centre (TSC) office for audit. All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within 2 business days of processing to assist with the audit process. The TSC will audit all the licensing transactions and notify the Agent in writing of the errors. The allocated site for the Agent is Albany.
2	Identified errors	Errors identified through an audit are corrected and returned to Albany within seven (7) Business Days.
3	Recurrent or significant errors	In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors. The Agent is to respond within seven (7) business days of this notice.
4	Zero breach of TRELIS data security.	Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the: 1. SAA@transport.wa.gov.au; or 2. Manager Statutory Agency Agreements Department of Transport GPO R1290 Perth WA 6844
5	Written customer complaints	Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days. Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe. Should any strategies or timeframes not be agreed on, the Agent may escalate to the Assistant Director Commercial Management.
6	Compliance Escalation	The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements. The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows: 1. Manager Statutory Agency Agreements 2. Assistant Director Commercial Management 3. Director Commercial & Partnerships The Director Commercial & Partnerships is the final escalation level.

SCHEDULE I: LOCATION OF PREMISES FOR SERVICE PROVISION

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

PINGELLY

Address	**17 Queen Street PINGELLY WA 6308**		
Contact	**CEO**	**Email**	**ceo@pingelly.wa.gov.uu**
Phone	**9887 1066**	**Fax**	

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.:

Title:

Schedule:

Agent:

Variation No.: _____ Variation Date: _____

Date of Variation Effect: _____

VARIATION TO SCHEDULE:

The Principal, pursuant to Clause 21.8 of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

_____

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

_____
<Name and Title of authorised officer in DVS>

<Date>

SCHEDULE L: AGREEMENT TERM AND CONTACT DETAILS

Item No	Item Description	Details
1	**Agreement Term**	The appointment of the Agent by the CEO is for an initial term expiring 31 December 2020.
2	**Commencement Date**	The Commencement Date is the date the Agreement is made.
3	**Maximum Term**	The appointment of the Agent by the CEO will expire on 31 December 2020.

SCHEDULE M: CONDITIONS SPECIFIC TO THIS AGENT SITE <SITE> <Or SITES>

Government of **Western Australia**
Department of **Transport**
Commercial and Partnerships

Our ref: A9895659
Enquiries: Elena Asenova
Telephone: (08) 6551 6568

SHIRE OF PINGELLY
FILE ADM 0001
DATE 08 JAN 2018
DCCS/SFO
ICR 181539

Mr Gavin Pollock
Shire of Pingelly
17 Queen Street
PINGELLY WA 6308

Email: ceo@pingelly.wa.gov.au

Dear Mr Pollock,

Agreement No.965417 for the Provision of Licensing Services under Section 11 of the Road Traffic (Administration) Act 2008

I refer to your Agreement with the Chief Executive Officer (also known as the Director General) of the Department of Transport.

The term of the Agreement will expire on 31 December 2017, and a replacement Agreement has recently been forwarded to you. To provide adequate time to consider the new agreement, the Chief Executive Officer grants an extension to the Agreement for a further term of three (3) months in accordance with the terms and conditions of the Agreement.

The commencement date of the further term of the Agreement is 1 January 2018 and the expiry date is the close of business, 31 March 2018 unless otherwise terminated under the terms and conditions of the Agreement. Should you wish to notify the Chief Executive Officer that you want to end the Agreement, please send notice to SAA@transport.wa.gov.au, otherwise the extension will take effect.

You must maintain insurance for the term of the extension and for the amounts specified in the Agreement.

Should you have any queries with regards to the above, please contact Elena Asenova on (08) 6551 6568, or operational queries can be made to email SAA@transport.wa.gov.au.

Yours sincerely

James Nikitas
Director Commercial and Partnerships
Approved delegate of the Director General
Department of Transport
for and on behalf of the Crown in the right of
the State of Western Australia

20 / 12 / 2017

Attachment 2

14.2 Minutes of Audit Committee and Compliance Audit Return 2017

Annual Compliance Audit Return 2017

Department of
Local Government, Sport
and Cultural Industries

GOVERNMENT OF
WESTERN AUSTRALIA

Pingelly - Compliance Audit Return 2017

Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government, Sport and Cultural Industries together with a copy of section of relevant minutes.

Commercial Enterprises by Local Governments

No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2017.	N/A		Stuart Billingham
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2017.	N/A		Stuart Billingham
3	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2017.	N/A		Stuart Billingham
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2017.	N/A		Stuart Billingham
5	s3.59(5)	Did the Council, during 2017, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	N/A		Stuart Billingham

Delegation of Power / Duty

No	Reference	Question	Response	Comments	Respondent
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	Yes		Stuart Billingham
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	Yes		Stuart Billingham
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	Yes		Stuart Billingham
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	Yes		Stuart Billingham
5	s5.18	Has Council reviewed delegations to its committees in the 2016/2017 financial year.	Yes		Stuart Billingham
6	s5.42(1),5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	Yes		Stuart Billingham
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes		Stuart Billingham
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Stuart Billingham
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes		Stuart Billingham
10	s5.45(1)(b)	Were all decisions by the Council to	Yes		Stuart Billingham

		amend or revoke a delegation made by absolute majority.			
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes		Stuart Billingham
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2016/2017 financial year.	Yes		Stuart Billingham
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes		Stuart Billingham

Disclosure of Interest

No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	Yes		Stuart Billingham
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	Yes		Stuart Billingham
3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes		Stuart Billingham
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	Yes		Stuart Billingham
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes		Stuart Billingham
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2017.	Yes		Stuart Billingham
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2017.	Yes		Stuart Billingham
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	Yes		Stuart Billingham
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes		Stuart Billingham

10	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	Yes		Stuart Billingham
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	Yes		Stuart Billingham
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes		Stuart Billingham
13	s5.103 Admin Reg 34C & Rules of Conduct Reg 11	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes		Stuart Billingham
14	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes		Stuart Billingham
15	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	Yes		Stuart Billingham
16	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes		Stuart Billingham

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Was local public notice given prior to disposal for any property not disposed of by public auction or tender (except where excluded by Section 3.58(5)).	Yes		Stuart Billingham
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property.	Yes		Stuart Billingham

Elections

No	Reference	Question	Response	Comments	Respondent
1	Elect Reg 30G (1)	Did the CEO establish and maintain an electoral gift register and ensure that all 'disclosure of gifts' forms completed by candidates and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly	Yes		Stuart Billingham

		identifies and distinguishes the candidates.

Finance

No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes		Stuart Billingham
2	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	Yes		Stuart Billingham
3	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes		Stuart Billingham
4	s7.3, 7.6(3)	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	Yes		Stuart Billingham
5	Audit Reg 10	Was the Auditor's report for the financial year ended 30 June 2017 received by the local government within 30 days of completion of the audit.	Yes		Stuart Billingham
6	s7.9(1)	Was the Auditor's report for the financial year ended 30 June 2017 received by the local government by 31 December 2017.	Yes		Stuart Billingham
7	S7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under s7.9(1) of the Act required action to be taken by the local government, was that action undertaken.	Yes		Stuart Billingham
8	S7.12A (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9(1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	Yes		Stuart Billingham
9	S7.12A (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9(1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	Yes		Stuart Billingham
10	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		Stuart Billingham
11	Audit Reg 7	Did the agreement between the local government and its auditor include the	Yes		Stuart Billingham

		scope of the audit.			
12	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		Stuart Billingham
13	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	Yes		Stuart Billingham
14	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	Yes		Stuart Billingham

Integrated Planning and Reporting

No	Reference	Question	Response	Comments	Respondent
1	s5.56 Admin Reg 19DA (6)	Has the local government adopted a Corporate Business Plan. If Yes, please provide adoption date of the most recent Plan in Comments. This question is optional, answer N/A if you choose not to respond.	N/A		Stuart Billingham
2	s5.56 Admin Reg 19DA (6)	Has the local government adopted a modification to the most recent Corporate Business Plan. If Yes, please provide adoption date in Comments. This question is optional, answer N/A if you choose not to respond.	N/A		Stuart Billingham
3	s5.56 Admin Reg 19C (7)	Has the local government adopted a Strategic Community Plan. If Yes, please provide adoption date of the most recent Plan in Comments. This question is optional, answer N/A if you choose not to respond.	N/A		Stuart Billingham
4	s5.56 Admin Reg 19C (7)	Has the local government adopted a modification to the most recent Strategic Community Plan. If Yes, please provide adoption date in Comments. This question is optional, answer N/A if you choose not to respond.	N/A		Stuart Billingham
5	S5.56	Has the local government adopted an Asset Management Plan. If Yes, in Comments please provide date of the most recent Plan, plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	N/A		Stuart Billingham
6	S5.56	Has the local government adopted a Long Term Financial Plan. If Yes, in Comments please provide date of the most recent Plan, plus if adopted or	N/A		Stuart Billingham

		endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.			
7	S5.56	Has the local government adopted a Workforce Plan. If Yes, in Comments please provide date of the most recent Plan plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	N/A		Stuart Billingham

Local Government Employees

No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	N/A		Stuart Billingham
2	s5.36(4) s5.37(3), Admin Reg 18A	Were all vacancies for the position of CEO and other designated senior employees advertised and did the advertising comply with s.5.36(4), 5.37(3) and Admin Reg 18A.	N/A		Stuart Billingham
3	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	N/A		Stuart Billingham
4	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	N/A		Stuart Billingham
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	Yes		Stuart Billingham

Official Conduct

No	Reference	Question	Response	Comments	Respondent
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	Yes		Stuart Billingham
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that result in action under s5.110(6)(b) or (c).	Yes		Stuart Billingham
3	s5.121(2)(a)	Does the complaints register maintained by the complaints officer include provision for recording of the name of the council member about whom the complaint is made.	Yes		Stuart Billingham
4	s5.121(2)(b)	Does the complaints register maintained by the complaints officer include provision for recording the	Yes		Stuart Billingham

		name of the person who makes the complaint.			
5	s5.121(2)(c)	Does the complaints register maintained by the complaints officer include provision for recording a description of the minor breach that the standards panel finds has occured.	Yes		Stuart Billingham
6	s5.121(2)(d)	Does the complaints register maintained by the complaints officer include the provision to record details of the action taken under s5.110(6)(b) or (c).	Yes		Stuart Billingham

Tenders for Providing Goods and Services

No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	Yes		Stuart Billingham
2	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than inviting tenders for a single contract.	Yes		Stuart Billingham
3	F&G Reg 14(1) & (3)	Did the local government invite tenders via Statewide public notice.	Yes		Stuart Billingham
4	F&G Reg 14 & 15	Did the local government's advertising and tender documentation comply with F&G Regs 14, 15 & 16.	Yes		Stuart Billingham
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes		Stuart Billingham
6	F&G Reg 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of F&G Reg 16.	Yes		Stuart Billingham
7	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		Stuart Billingham
8	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes		Stuart Billingham
9	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17.	Yes		Stuart Billingham
10	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful	Yes		Stuart Billingham

		tender or advising that no tender was accepted.		
11	F&G Reg 21 & 22	Did the local governments's advertising and expression of interest documentation comply with the requirements of F&G Regs 21 and 22.	Yes	Stuart Billingham
12	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	Yes	Stuart Billingham
13	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	Yes	Stuart Billingham
14	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	Yes	Stuart Billingham
15	F&G Reg 24AD(2)	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice.	Yes	Stuart Billingham
16	F&G Reg 24AD(4) & 24AE	Did the local government's advertising and panel documentation comply with F&G Regs 24AD(4) & 24AE.	Yes	Stuart Billingham
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of F&G Reg 16 as if the reference in that regulation to a tender were a reference to a panel application.	Yes	Stuart Billingham
18	F&G Reg 24AD(6)	If the local government to sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application, notice of the variation.	Yes	Stuart Billingham
19	F&G Reg 24AH(1)	Did the local government reject the applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time specified in the invitation for applications.	Yes	Stuart Billingham
20	F&G Reg 24AH(3)	In relation to the applications that were not rejected, did the local government assess which application(s) to accept and which application(s) were most advantageous to the local government to accept, by means of written evaluation criteria.	Yes	Stuart Billingham
21	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers, comply with the requirements of F&G Reg 24AG.	Yes	Stuart Billingham
22	F&G Reg 24AI	Did the local government send each person who submitted an application, written notice advising if the person's application was accepted and they are to be part of a panel of pre-qualified suppliers, or, that the application was	Yes	Stuart Billingham

		not accepted.		
23	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government comply with the requirements of F&G Reg 24E in relation to the preparation of a regional price preference policy (only if a policy had not been previously adopted by Council).	Yes	Stuart Billingham
24	F&G Reg 24F	Did the local government comply with the requirements of F&G Reg 24F in relation to an adopted regional price preference policy.	Yes	Stuart Billingham
25	F&G Reg 11A	Does the local government have a current purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, $150,000 or less.	Yes	Stuart Billingham

I certify this Compliance Audit return has been adopted by Council at its meeting on _____

_____ _____

Signed Mayor / President, Pingelly Signed CEO, Pingelly

Attachment 3

15.1 Monthly Statement of Financial Activity – December 2017

Monthly Statements of Financial Activity for the period 1 July 2017 to 31 December 2017

SHIRE OF PINGELLY

MONTHLY STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

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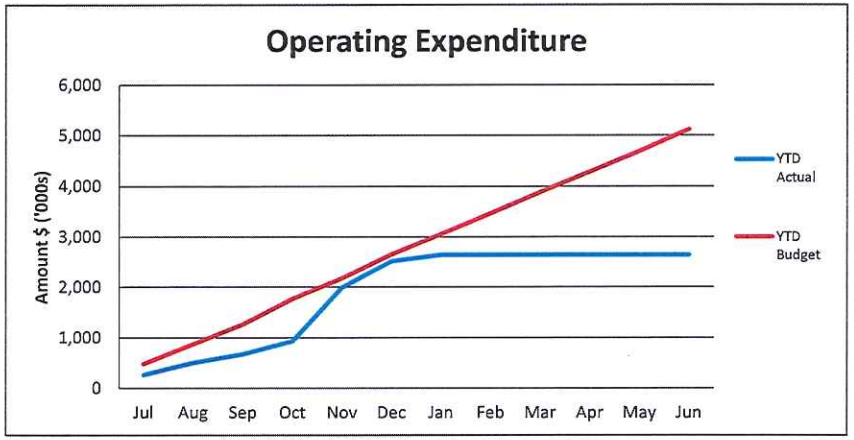
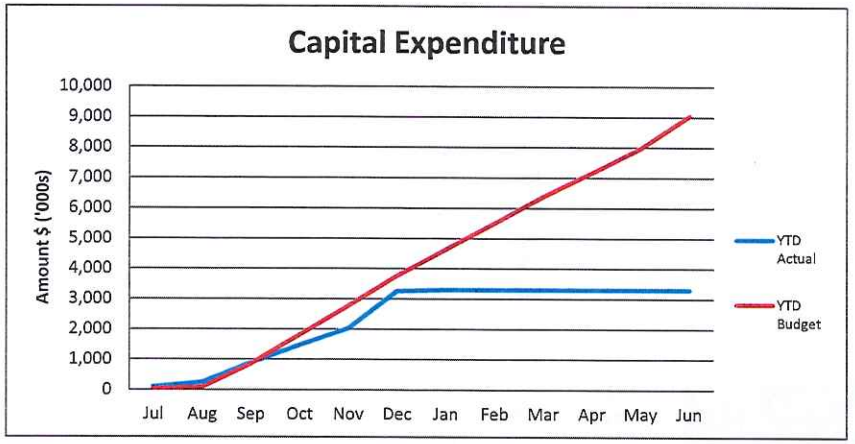
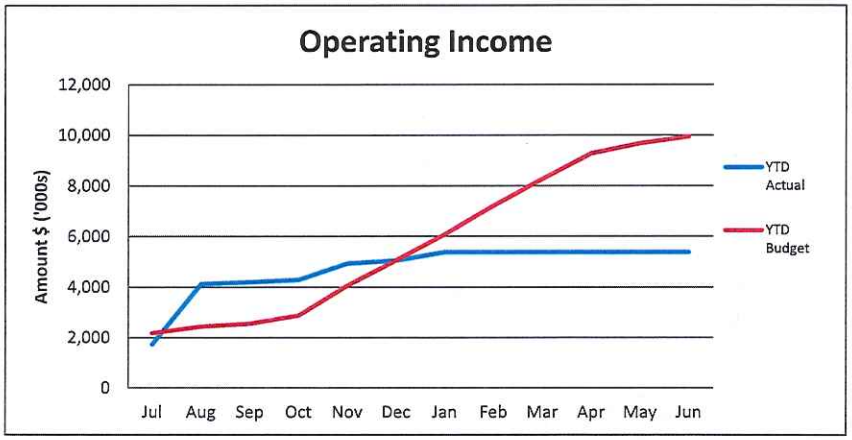
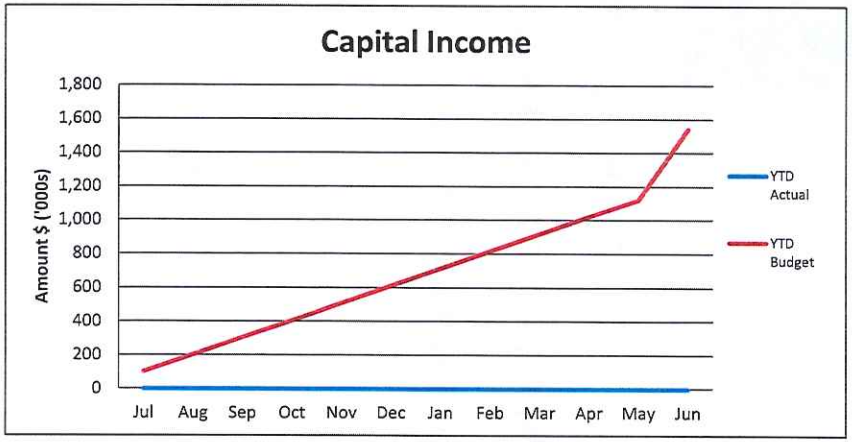
Income and Expenditure Graphs to 31 December 2017

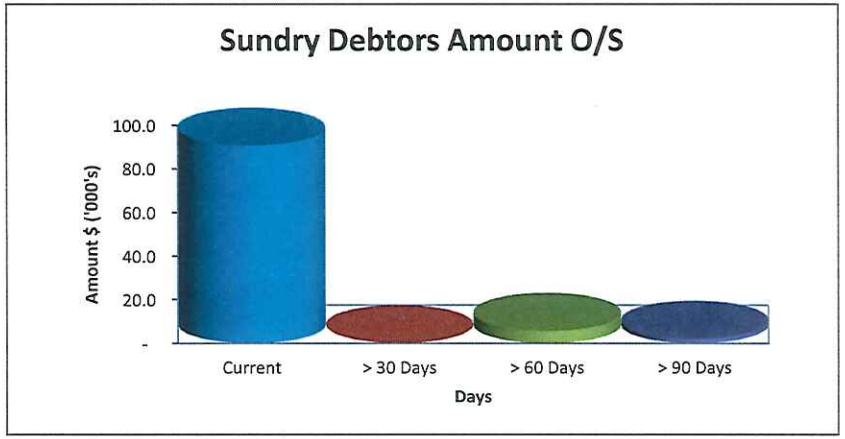


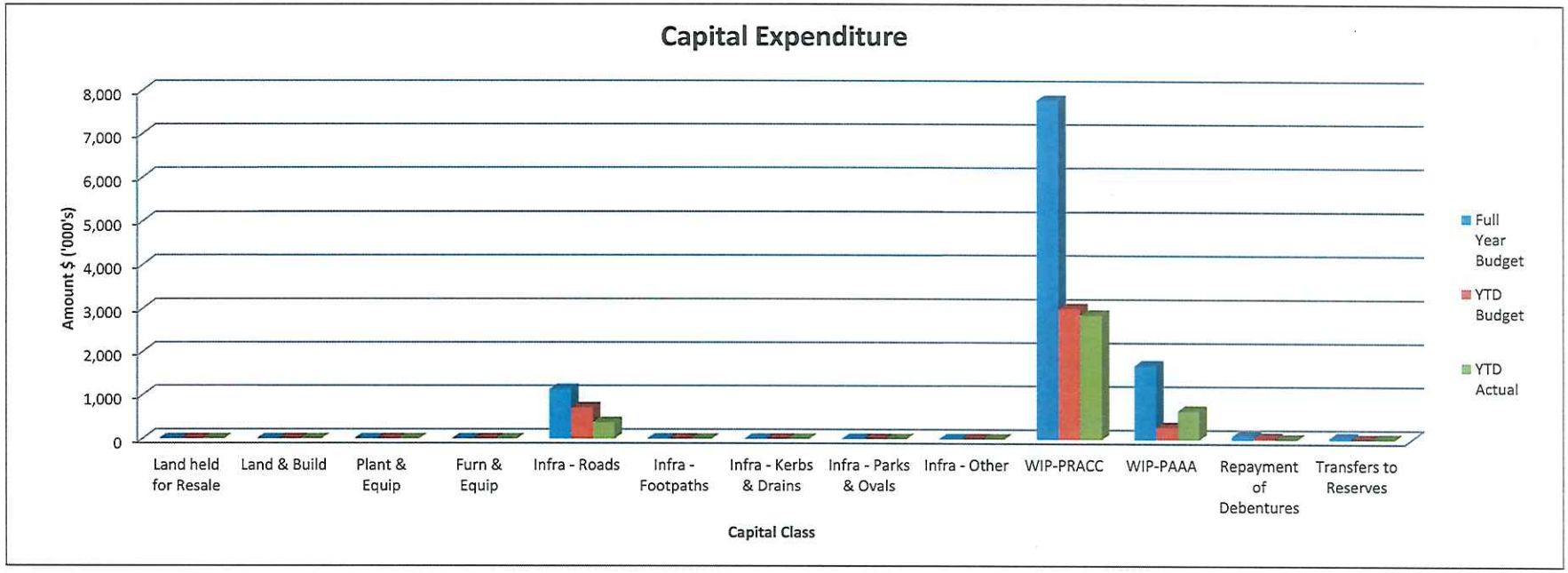






Other Graphs to 31 December 2017





SHIRE OF PINGELLY

Summary of Balancing Contained Within The Monthly Reports

	2017/18 Adopted Budget $	2017/18 Revised Budget $	December 2017 Y-T-D Budget $	December 2017 Actual $
Finance Statement				
Balancing to Rating Note				
Rates Balance per Finance Statement	1,890,925	1,890,925	1,890,925	1,893,188
Balance per Note 6 (Rating Information)	1,890,925	1,890,925	1,890,925	1,893,188
Variance	0	0	0	0
Balancing of Closing Position				
Closing Balance per Finance Statement	0	(38,026)	858,515	1,986,657
Closing Balance per General Fund Summary	0	(38,026)	858,515	1,986,658
Variance	0	0	0	(1)
Balancing of Operating Income				
Operating Income per Finance Statement	9,933,667		5,046,411	5,049,095
Operating Income per General Fund Summary	9,933,667	9,933,667	5,046,411	5,049,095
Variance	0	0	0	(0)
Balancing of Operating Expenditure				
Operating Expense per Finance Statement	(5,126,247)	(5,126,247)	(2,641,725)	(2,507,931)
Operating Expense per General Fund Summary	(5,126,247)	(5,126,247)	(2,641,725)	(2,507,931)
Variance	0	0	0	(0)
Balancing of Capital Income				
Capital Income per Finance Statement	1,554,489	1,554,489	617,244	7,129
Capital Income per General Fund Summary	1,554,489	1,554,489	617,244	7,129
Variance	0	0	0	0
Balancing of Capital Expenditure				
Capital Expense per Finance Statement	(10,984,429)	(10,984,429)	(4,286,676)	(3,913,117)
Capital Expense per General Fund Summary	(10,984,429)	(10,984,429)	(4,286,676)	(3,913,116)
Variance	0	0	0	(0)

SHIRE OF PINGELLY

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

Operating	NOTE	2017/18 Adopted Budget $	2017/18 Revised Budget $	December 2017 Y-T-D Budget $	December 2017 Actual $	Variances Actuals to Budget $	Variances Actual Budget to Y-T-D %	
Revenues/Sources								
Governance		65,370	65,370	32,514	31,831	(683)	(2.10%)	
General Purpose Funding		668,714	668,714	344,621	316,227	(28,394)	(8.24%)	
Law, Order, Public Safety		111,624	111,624	34,250	50,525	16,275	47.52%	▲
Health		11,908	11,908	5,952	11,330	5,378	90.36%	▲
Education and Welfare		631,390	631,390	218,095	299,539	81,444	37.34%	▲
Community Amenities		163,170	163,170	154,934	163,818	8,884	5.73%	
Recreation and Culture		4,535,396	4,535,396	1,503,277	1,602,113	98,836	6.57%	
Transport		1,746,020	1,746,020	807,297	599,451	(207,846)	(25.75%)	▼
Economic Services		50,150	50,150	25,062	29,942	4,880	19.47%	
Other Property and Services		59,000	59,000	29,484	51,131	21,647	73.42%	▲
		8,042,742	8,042,742	3,155,486	3,155,907	421	0.01%	
(Expenses)/(Applications)								
Governance		(589,754)	(589,754)	(319,916)	(290,694)	29,222	9.13%	
General Purpose Funding		(167,704)	(167,704)	(82,242)	(86,952)	(4,710)	(5.73%)	
Law, Order, Public Safety		(252,396)	(252,396)	(126,926)	(103,338)	23,588	18.58%	▼
Health		(112,480)	(112,480)	(56,766)	(53,866)	2,900	5.11%	
Education and Welfare		(48,243)	(48,243)	(25,289)	(17,935)	7,354	29.08%	▼
Community Amenities		(391,955)	(391,955)	(181,393)	(173,032)	8,361	4.61%	
Recreation & Culture		(998,815)	(998,815)	(512,525)	(410,730)	101,795	19.86%	▼
Transport		(2,254,150)	(2,254,150)	(1,144,148)	(1,160,726)	(16,578)	(1.45%)	
Economic Services		(285,114)	(285,114)	(137,562)	(102,113)	35,449	25.77%	▼
Other Property and Services		(25,636)	(25,636)	(54,958)	(108,545)	(53,587)	(98%)	▲
		(5,126,247)	(5,126,247)	(2,641,725)	(2,507,931)	133,794	(5.06%)	
Net Operating Result Excluding Rates		2,916,495	2,916,495	513,761	647,976	134,215	26.12%	
Adjustments for Non-Cash (Revenue) and Expenditure								
(Profit)/Loss on Asset Disposals	2	12,000	12,000	12,000	0	(12,000)	100.00%	▼
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0	0.00%	
Movement in Employee Benefit Provisions		0	0	0	0	0	0.00%	
Adjustments in Fixed Assets		0	0	0	0	0	0.00%	
Rounding		0	0	0	1	1	0.00%	
Depreciation on Assets		1,532,000	1,532,000	765,984	767,622	1,638	(0.21%)	
Capital Revenue and (Expenditure)								
Purchase Land Held for Resale	1	0	0	0	0	0	0.00%	
Purchase of Land and Buildings	1	0	0	0	0	0	0.00%	
Purchase of Furniture & Equipment	1	0	0	0	0	0	0.00%	
Purchase of Plant & Equipment	1	0	0	0	0	0	0.00%	
Purchase of WIP - PP & E	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Roads	1	(1,387,460)	(1,387,460)	(958,272)	(375,881)	582,391	60.78%	▼
Purchase of Infrastructure Assets - Footpaths	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Kerbs & Drains	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Parks & Ovals	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Bridges	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Other	1	0	0	0	0	0	0.00%	
Purchase of WIP Recreation and Culture	1	(7,781,145)	(7,781,145)	(3,008,445)	(2,863,712)	144,733	4.81%	
Purchase of WIP Aged Accommodation	1	(1,698,348)	(1,698,348)	(280,626)	(656,024)	(375,398)	(133.77%)	▲
Proceeds from Disposal of Assets	2	20,000	20,000	10,000	0	(10,000)	(100.00%)	▼
Repayment of Debentures	3	(78,674)	(78,674)	(39,333)	(7,129)	32,204	81.88%	▼
Proceeds from New Debentures	3	1,200,000	1,200,000	600,000	0	(600,000)	(100.00%)	▼
Advances to Community Groups		0	0	0	0	0	0.00%	
Self-Supporting Loan Principal Income		14,489	14,489	7,244	7,129	(115)	(1.59%)	
Transfer from Restricted Asset -Unspent Loans		1,903,210	1,903,210	0	1,238,581	1,238,581	0.00%	
Transfers to Restricted Assets (Reserves)	4	(38,802)	(38,802)	0	(10,371)	(10,371)	0.00%	
Transfers from Restricted Asset (Reserves)	4	320,000	320,000	0	0	0	0.00%	
Transfers to Restricted Assets (Other)		0	0	0	0	0	0.00%	
Transfers from Restricted Asset (Other)		(200,000)	(200,000)	0	0	0	0.00%	
ADD Net Current Assets July 1 B/Fwd	5	1,375,310	1,337,284	1,345,277	1,345,277	(30,033)	0.00%	
Net Current Assets - Unspent Grants		0	0	0	0	0		
LESS Net Current Assets Year to Date	5	0	(38,026)	858,515	1,986,657	1,128,142	(131.41%)	▼
Amount Raised from Rates		(1,890,925)	(1,890,925)	(1,890,925)	(1,893,188)	(2,263)	0.12%	

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

Material Variances Symbol

Above Budget Expectations	Greater than 10% and $5,000	▲
Below Budget Expectations	Less than 10% and $5,000	▼

SHIRE OF PINGELLY
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017
Report on Significant variances Greater than 10% and $5,000

Purpose

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (e.g. a grants were budgeted for but was not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

REPORTABLE OPERATING REVENUE VARIATIONS		
Law Order and Public Safety - variance below budget expectations		16,275
ESL SES grants - YTD Higher than budgeted (Timing difference) received early Q1 Instal in June 16/17	8,305	
ESL BFB grants - YTD Higher than budgeted (Timing difference) received early Q1 Instal in June 16/17	8,825	
Aware Emergency Exercise training exercise $10,000 YTD Actual more than YTD Budget (Timing Difference)	10,000	
Health - Variance above budget expectations		5,378
BBP reimbursement Income YTD Actual higher than YTD Budget (Timing Difference)	5,577	
Education and Welfare - Variance below budget expectations		81,444
Wheatbelt Development Commission - Community Chest Funding Sensory Garden YTD Budget less than YTD Actuals- first $20,000 received second payment of $10,00 not yet received (Timing Difference)	5,000	
PAAA Grant from WA Country Health Service YTD Actual more than YTD Budget (Timing Difference)	77,547	
Transport - variance above budget expectations		(207,846)
Regional Road Group funding Actual YTD received more than budget YTD (Timing Difference)	106,818	
Main Roads Grants funding Actual YTD less than YTD Budget (Timing Difference)	(45,900)	
Roads to Recovery funding Actual YTD received more than budget YTD (Timing Difference)	46,870	
Road Projects Other Grants Actual YTD less than Budget YTD (Timing Difference)	(91,636)	
WANDRAA Funding Storm Damage - YTD Actual less than YTD Budget (Timing Difference)	(223,998)	
Other Property and Services - variance below budget expectations		21,647
Private Works - Less than anticipated - Income based on previous year (Timing Difference)	(11,440)	
Fuel Tax Credits Actual YTD more than Budget YTD AITS claim	(3,676)	
Reimbursement Workers Compensation YTD Budget less than YTD Actual (Permanent Difference)	15,533	
REPORTABLE OPERATING EXPENSE VARIATIONS		
Law,Order, Public Safety - variance below budget expectations		23,588
Fire Fighting Expenditure - Less than anticipated (Timing Difference)		
Building Maintenace YTD Actual less than YTD Budget (Timing Difference)	13,968	
Depreciation not run until Audit signoff on revaluation of Assets (Timing Difference)	280	
SES Expenses Actual YTD less than Budget YTD (Timing Difference)	6,868	
Depreciation LOPS YTD less than Budget YTD (Timing Difference)	280	
Aware Emergency Exercise training exercise $10,000 YTD Actual more than YTD Budget (Timing Difference)	(6,775)	
Education and Welfare - variances below budget expectations		7,354
Education - Depreciation YTD less than Budget YTD (Timing Difference)	1,243	
Recreation and Culture - variance above budget expectations		101,795
Halls - Admin Allocated YTD Actual less than YTD Budget	851	
Swimming Pool Building Ops YTD Actual less than YTD Budget (Timing Difference) Pool opens 1 Nov 17	3,645	
Swimming Pool Contract Mgmt YTD less than YTD Actuals (Timing Difference) Pool opens 1 Nov 17	3,545	
Memorial Park YTD Actuals less than YTD Budget (Timing difference)	7,540	
Linear Park Gorunds Mtce YTD Actual higher than YTD Budget (Permanent Difference)	(4,216)	
Other Town Parks and Gardens Mtce YTD Actuals less than YTD Budget (Timing Difference)	10,624	
Youth Activities YTD Actual less than YTD Budget (Timing Difference)	12,539	
Other Rec and Sport Admin Allocated YTD Actuals less than YTD Budget (Timing Difference)	1,135	
Library - Management Fee YTD Actuals less than YTD Budget	10,098	
Other Culture - Depreciation YTD less than Budget YTD (Timing difference)	727	
Economic Services - variance below budget expectations		35,449
Tourism and Area Promotion - YTD Actual less than YTD Budget (Timing Difference)	10,262	
OES - Community Grants Program YTD Actual less than YTD Budget (Timing Difference)	9,497	
OES -Other Expenses YTD Actuals Less than YTD Budget Peter Kenyon Invoices (Timing Difference)	7,088	
OES Depreciation YTD Actuals less than YTD Budget (Timing Difference)	3,471	
Other Property and Services - variance below budget expectations		(53,587)
Private Works - YTD Actual higher than YTD Budget (Timing Difference)	(9,164)	
Public Works Overheads - Allocated to Works & Svcs - YTD Actuals more than YTD Budget over allocated YTD $819	6,598	
Plant Op Costs - Fuel and Oil YTD Actuals less than YTD Budget (Timing Difference)	1,755	
Plant Op Costs - Parts and Repairs YTD Actual more than YTD Budget-Grader Major repair early in year	(17,300)	
Plant Op Costs - Depreciation YTD Actual more than YTD Budget (Timing difference)	(8,831)	
Plant Op Cost overall as sub program under allocated $66,000 YTD		
Salaries & Wages - Gross Salaries and Wages - YTD Actual more than YTD Budget (Timing Difference)	(2,647)	
REPORTABLE NON-CASH VARIATIONS		
(Profit)/Loss on Asset Disposals		
Webb St Block not sold/disposed YTD (Timing Difference)	-	(12,000)
REPORTABLE CAPITAL EXPENDITURE VARIATIONS		
Purchase of Road Infrastructure Assets		
Road Infrastructure YTD Actuals less than YTD Budget (Timing Difference)		582,391
R2R01 Wickepin Pingelly/Chopping Road Failure-project not commenced (Timing Difference)	14,316	
CC118 Review Street And Great Southern Highway-(Timing Difference)	(2,002)	
RRG08 Capex - 156 Wickepin Pingelly Rd - Regional Road Group (Timing Difference)	225,132	
RRG09 Yenellin Road Upgrade Rrg (Timing Difference)	234,744	
RRG10 North Bannister Road-project not commenced (Timing Difference)	16,786	
CC156 Pingelly- Wickepin Road - Council Constr-project not commenced (Timing Difference)	4,500	
CRSF3 Capex - 10 Shaddick Rd Realine & Regravel Slk 14.0-17.5 - Crsf Funding Project YTD Actuals higher than YTD Budget (Timing Difference)	(224,099)	
CRSF4 10 Shaddick Rd Realine & Regravel - Crsf Funding 2017 2018 (Timing Difference)	64,771	
CT7 Capex - Quadrant St Construction - Job completed - over budget $758 (Permenant Difference)	758	
Purchase of Works In Progress Assets - PAAA		
PAAA Project Expenditure YTD Actual more than YTD Budget - (Timing Difference) Project ahead of Budget expectations		(375,398)
Repayment of Debentures - Variance below budget expectations.		
YTD Actual less then YTD Budget (Timing Difference) Will correct in Loan 123 2 January 2018		32,204
REPORTABLE CAPITAL REVENUE VARIATIONS		
Proceeds from Disposal of Assets		
Proceeds from Disposal of assets YTD Actual more than YTD Budget (Timing Difference) Webb St block not sold yet		(10,000)
Proceeds from New Loans		(600,000)
New Loans for PRACC programmed to be raised in October 2017. (Timing Difference) To be raised in January/February 2018	(600,000)	

1. ACQUISITION OF ASSETS	2017/18 Adopted Budget $	2017/18 Revised Budget $	2017/18 YTD Budget $	December 2017 YTD Actual $
The following assets have been acquired during the period under review:				
By Program				
Education & Welfare				
Other Aged & Disabled Services				
Capex - Paaa Development	0	0	0	0.00
Capex - Paaa Project Manager	0	0	0	1,169.17
Capex - Paaa Architects & Consultants	23,800	23,800	9,520	21,340.70
Capex - Paaa Building Construction	1,550,548	1,550,548	221,506	610,565.81
Capex - Paaa Quantity Surveyor	0	0	0	0.00
Capex - Paaa Demolition	0	0	0	0.00
Capex - Paaa Utility Services	24,000	24,000	9,600	0.00
Capex - Paaa Earth Works	0	0	0	16,700.39
Capex - Paaa Carpark & Drainage	0	0	0	0.00
Capex - Paaa Landscaping Soft & Hard	0	0	0	50.72
Capex - Paaa Playground	0	0	0	0.00
Capex - Paaa Opening & Promotion	0	0	0	0.00
Capex - Paaa Fit Out Furniture	0	0	0	0.00
Capex - Paaa Site Works	0	0	0	0.00
Capex - Paaa Landscaping Sensory	100,000	100,000	40,000	6,196.97
Recreation and Culture				
Works in Progress - Recreation Centre				
Capex - Pracc Development	4,500	4,500	2,250	4,480.10
Capex - Pracc Project Manager	105,093	105,093	42,272	84,264.90
Capex - Pracc Architects & Consultants	88,000	88,000	35,200	52,946.70
Capex - Praac Building Construction	7,179,052	7,179,052	2,871,620	2,650,389.64
Capex - Pracc Quantity Surveyor	0	0	0	0.00
Capex - Pracc Demolition	0	0	0	0.00
Capex - Pracc Utility Services	101,500	101,500	40,600	52.25
Capex - Pracc Earth Works	0	0	0	711.36
Capex - Pracc Carpark And Drainage	95,000	95,000	13,569	36,492.11
Capex - Pracc Landscaping Soft & Hard	78,000	78,000	0	27,644.11
Capex - Pracc Playground	26,000	26,000	2,934	0.00
Capex - Pracc Opening & Promotion	2,000	2,000	0	0.00
Capex - Pracc Fit Out Furniture	102,000	102,000	0	6,730.36
Capex - Pracc Bowling Green	0	0	0	0.00
Capex - Pracc Gym Equipment	0	0	0	0.00

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. ACQUISITION OF ASSETS (Continued)	2017/18 Adopted Budget $	2017/18 Revised Budget $	2017/18 YTD Budget $	December 2017 Actual $
Transport				
Construction - Roads, Bridges, Depots				
Infrastructure Bridges				
Capex - Bridge 1191 - Replace Box	252,000	252,000	252,000	0.00
Capex - 156 Wickepin Pingelly Rd -	251,952	251,952	251,949	26,817.24
Yenellin Road Upgrade Rrg	260,197	260,197	260,193	25,448.64
North Bannister Road	34,657	34,657	17,322	536.00
Wickepin Pingelly/Chopping Road Failure	28,654	28,654	14,316	0.00
Capex - 10 Shaddick Rd Realine &	235,000	235,000	0	224,098.83
10 Shaddick Rd Realine & Regravel - Crsf	300,000	300,000	149,994	85,222.96
Review Street And Great Southern	10,000	10,000	4,998	7,000.00
Capex - Quadrant St Construction	6,000	6,000	3,000	6,757.69
Pingelly- Wickepin Road - Council Constr	9,000	9,000	4,500	0.00
	10,866,953	10,866,953	4,247,343	3,895,616.65
By Class				
Land	0	0	0	0.00
Buildings	0	0	0	0.00
Furniture & Equipment	0	0	0	0.00
Plant & Equipment	0	0	0	0.00
Work in Progress - PPE	0	0	0	0.00
Infrastructure - Roads	1,387,460	1,387,460	958,272	375,881.36
Infrastructure - Footpaths	0	0	0	0.00
Infrastructure - Kerbs & Drains	0	0	0	0.00
Infrastructure - Parks & Ovals	0	0	0	0.00
Infrastructure - Bridges	0	0	0	0.00
Infrastructure - Other	0	0	0	0.00
Works in Progress - Recreation Centre	7,781,145	7,781,145	3,008,445	2,863,711.53
Works in Progress - Aged Care Accommodation	1,698,348	1,698,348	280,626	656,023.76
	10,866,953	10,866,953	4,247,343	3,895,616.65

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

Asset No	By Program	Written Down Value 2017/18 Budget $	Written Down Value December 2017 Actual $	Sale Proceeds 2017/18 Budget $	Sale Proceeds December 2017 Actual $	Profit(Loss) 2017/18 Budget $	Profit(Loss) December 2017 Actual $
	Governance						
1037	5 Webb St (Land)	32,000	0.00	20,000	0.00	(12,000)	0.00
		32,000	0.00	20,000	0.00	(12,000)	0.00

Asset No	By Class of Asset	Written Down Value 2017/18 Budget $	Written Down Value December 2017 Actual $	Sale Proceeds 2017/18 Budget $	Sale Proceeds December 2017 Actual $	Profit(Loss) 2017/18 Budget $	Profit(Loss) December 2017 Actual $
	Land & Buildings						
1037	5 Webb St (Land)	32,000	0.00	20,000	0.00	(12,000)	0.00
		32,000	0.00	20,000	0.00	(12,000)	0.00

Summary	2017/18 Adopted Budget $	December 2017 Actual $
Profit on Asset Disposals	0	0.00
Loss on Asset Disposals	(12,000)	0.00
	(12,000)	0.00

3. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars		Principal 1-Jul-17	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			2017/18 Budget $	2017/18 Actual $	2017/18 Budget $	2017/18 Actual $	2017/18 Budget $	2017/18 Actual $	2017/18 Budget $	2017/18 Actual $
Education & Welfare										
Loan 120 - SSL Pingelly Cottage Homes	*	196,207	0	0	14,489	7,129	181,718	189,078	12,464	6,278
Recreation & Culture										
Loan 123 - Recreation and Cultural Centre		2,332,996		0	43,971	0	2,289,025	2,332,996	49,110	(267)
Loan 124 - Recreation and Cultural Centre			600,000	0	10,107	0	589,893	0	11,520	0
Loan 125 - Recreation and Cultural Centre			600,000	0	10,107	0	589,893	0	11,520	0
		2,529,203	1,200,000	0	78,674	7,129	3,650,529	2,522,074	84,614	6,011

(*) Self supporting loan financed by payments from third parties.
All other loan repayments were financed by general purpose revenue.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Adopted Budget $	December 2017 Actual $
4. RESERVES		
Cash Backed Reserves		
(a) Leave Reserve		
Opening Balance	169,097	169,097
Amount Set Aside / Transfer to Reserve	3,456	2,120
Amount Used / Transfer from Reserve	(60,000)	0
	112,553	171,217
(b) Plant Reserve		
Opening Balance	240,391	240,391
Amount Set Aside / Transfer to Reserve	4,913	3,013
Amount Used / Transfer from Reserve	0	0
	245,304	243,404
(c) Building and Recreation Reserve		
Opening Balance	284,266	284,266
Amount Set Aside / Transfer to Reserve	29,767	3,563
Amount Used / Transfer from Reserve	(260,000)	0
	54,033	287,829
(d) Electronic Equipment Reserve		
Opening Balance	6,130	6,130
Amount Set Aside / Transfer to Reserve	5	77
Amount Used / Transfer from Reserve	0	0
	6,135	6,207
(e) Community Bus Reserve		
Opening Balance	11,147	11,147
Amount Set Aside / Transfer to Reserve	15	140
Amount Used / Transfer from Reserve	0	0
	11,162	11,287
(f) Swimming Pool Reserve		
Opening Balance	49,878	49,878
Amount Set Aside / Transfer to Reserve	300	625
Amount Used / Transfer from Reserve	0	0
	50,178	50,503
(g) Joint Venture Housing Reserve		
Opening Balance	51,293	51,293
Amount Set Aside / Transfer to Reserve	318	643
Amount Used / Transfer from Reserve	0	0
	51,611	51,936
Refuse Site Rehab/Closure Reserve		
Opening Balance	15,186	15,186
Amount Set Aside / Transfer to Reserve	28	190
Amount Used / Transfer from Reserve	0	0
	15,214	15,376
Total Cash Backed Reserves	**546,190**	**837,759**

All of the above reserve accounts are to be supported by money held in financial institutions.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Adopted Budget $	December 2017 Actual $
4. RESERVES (Continued)		
Cash Backed Reserves (Continued)		
Summary of Transfers To Cash Backed Reserves		
Transfers to Reserves		
Leave Reserve	3,456	2,120
Plant Reserve	4,913	3,013
Building and Recreation Reserve	29,767	3,563
Electronic Equipment Reserve	5	77
Community Bus Reserve	15	140
Swimming Pool Reserve	300	625
Joint Venture Housing Reserve	318	643
Refuse Site Rehab/Closure Reserve	28	190
	38,802	**10,371**
Transfers from Reserves		
Leave Reserve	(60,000)	0
Plant Reserve	0	0
Building Reserve	(260,000)	0
Electronic Equipment Reserve	0	0
Community Bus Reserve	0	0
Swimming Pool Reserve	0	0
Joint Venture Housing Reserve	0	0
Refuse Site Rehab/Closure Reserve	0	0
	(320,000)	**0**
Total Transfer to/(from) Reserves	**(281,198)**	**10,371**

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Leave Reserve
- to be used to fund annual and long service leave requirements.

Plant Reserve
- to be used for the purchase of major plant.

Building and Recreation Reserve
- to be used to fund the renovation/purchase of Shire of Pingelly buildings and Recreation Infrastructure.

Electronic Equipment Reserve
- to be used to fund the purchase of administration computer system equipment.

Community Bus Reserve
- to be used to fund the change-over of the community bus.

Swimming Pool Reserve
- to be used to fund the upgrading of the swimming pool complex

Joint Venture Housing Reserve
- to be used for the future maintenance of the Joint Venture units

Refuse Site Rehab/Closure Reserve
- to be used to faciliate the rehabilitation/closure of the town refuse site.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2016/17 B/Fwd Per 2017/18 Budget $	2016/17 B/Fwd Per Financial Report $	December 2017 Actual $
5. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	(76,096)	(225,748)	581,093
Cash - Restricted Unspent Grants	926,934	926,934	511,637
Cash - Restricted Unspent Loans	1,903,210	1,903,210	664,629
Cash - Restricted Reserves	827,388	827,388	837,758
Receivables (Budget Purposes Only)	0	0	0
Rates Outstanding	153,986	153,986	577,763
Sundry Debtors	601,751	601,751	231,305
Provision for Doubtful Debts	(9,508)	(9,508)	(9,508)
Gst Receivable	100,879	100,879	139,153
Loans - clubs/institutions	0	83,747	0
Accrued Income/Payments In Advance	1,778	1,778	0
Investments	0	0	0
Inventories	2,474	2,474	1,437
	4,432,796	4,366,891	3,535,267
LESS: CURRENT LIABILITIES			
Payables and Provisions (Budget Purposes Only)	0	0	0
Sundry Creditors	(168,302)	(18,650)	367
Accrued Interest On Loans	(336)	(336)	0
Accrued Salaries & Wages	(35,071)	(35,071)	0
Income In Advance	0	0	0
Gst Payable	(58,547)	(58,547)	(9,214)
Payroll Creditors	0	0	0
Accrued Expenses	(26,477)	(56,508)	0
PAYG Liability	(34,643)	(34,643)	(34,174)
Other Payables	(3,514)	(3,514)	(3,202)
Current Employee Benefits Provision	(259,672)	(250,326)	(250,326)
Current Loan Liability	(58,460)	(58,460)	(51,331)
	(645,022)	(516,055)	(347,880)
NET CURRENT ASSET POSITION	3,787,774	3,850,836	3,187,387
Less: Cash - Reserves - Restricted	(827,388)	(827,388)	(837,758)
Less: Cash - Unspent Grants/Loans - Fully Restricted	(1,903,210)	(1,903,210)	(664,629)
Less: Current Loans - Clubs / Institutions	0	(83,747)	0
Less: Investments	0	0	0
Add Back : Component of Leave Liability not Required to be Funded	259,672	250,326	250,326
Add Back : Current Loan Liability	58,460	58,460	51,331
Adjustment for Trust Transactions Within Muni	0	0	0
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	1,375,310	1,345,277	1,986,657

6. RATING INFORMATION

RATE TYPE	Rate in $	Number of Properties	Rateable Value $	2017/18 Rate Revenue $	2017/18 Interim Rates $	2017/18 Back Rates $	2017/18 Total Revenue $	2017/18 Budget $
General Rate								
GRV - Residential	0.122533	315	3,087,332	378,300	0	0	378,300	378,300
GRV - Rural Residential	0.122533	68	712,052	87,250	0	0	87,250	87,250
GRV - Commercial/Industrial	0.122533	31	448,114	54,909	0	0	54,909	54,909
GRV - Townsites	0.122533	12	128,439	15,738	0	0	15,738	15,738
UV - Broadacre Rural	0.010704	250	114,659,500	1,227,315	(534)	0	1,226,781	1,224,318
Sub-Totals		676	119,035,437	1,763,512	(534)	0	1,762,978	1,760,515
Minimum Rates	**Minimum $**							
GRV - Residential	898	63	144,961	56,574	0	0	56,574	56,574
GRV - Rural Residential	898	21	76,672	18,858	0	0	18,858	18,858
GRV - Commercial/Industrial	898	10	43,695	8,980	0	0	8,980	8,980
GRV - Townsites	898	7	20,271	6,286	0	0	6,286	6,286
UV - Broadacre Rural	898	44	2,493,240	39,512	0	0	39,512	39,512
Sub-Totals		145	2,778,839	130,210	0	0	130,210	130,210
							1,893,188	1,890,725
Ex Gratia Rates							219	200
Movement in Excess Rates							(24,370)	0
Total Amount of General Rates							1,869,037	1,890,925
Specified Area Rates							0	0
Total Rates							1,869,037	1,890,925

All land except exempt land in the Shire of Pingelly is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2015/16 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

7. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail	Balance 01-Jul-17 $	Amounts Received $	Amounts Paid ($)	Balance $
Transport Licensing	0	184,929	(184,929)	0
BCITF Levy	0	0	0	0
Rates	0	0	0	0
Funds Held on Behalf of Groups	40	0	0	40
Unclaimed Monies	100	0	0	100
Builders Registration Board	0	0	0	0
Social Club	0	0	0	0
Nomination Deposits	0	400	(400)	0
Bond Monies (Including Key Deposits)	3,920	8,310	(2,480)	9,750
	4,060	193,639	(187,809)	9,890

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

8. OPERATING STATEMENT

OPERATING REVENUES	December 2017 Actual $	2017/18 Adopted Budget $	2016/17 Actual $
Governance	31,831	65,370	73,207
General Purpose Funding	2,209,415	2,559,639	3,742,376
Law, Order, Public Safety	50,525	111,624	103,107
Health	11,330	11,908	11,983
Education and Welfare	299,539	631,390	794,058
Housing	0	0	0
Community Amenities	163,818	163,170	162,643
Recreation and Culture	1,602,113	4,535,396	1,031,664
Transport	599,451	1,746,020	1,548,147
Economic Services	29,942	50,150	35,980
Other Property and Services	51,131	59,000	62,574
TOTAL OPERATING REVENUE	**5,049,095**	**9,933,667**	**7,565,741**
OPERATING EXPENSES			
Governance	290,694	589,754	594,713
General Purpose Funding	86,952	167,704	188,660
Law, Order, Public Safety	103,338	252,396	249,555
Health	53,866	112,480	137,690
Education and Welfare	17,935	48,243	49,969
Housing	0	0	0
Community Amenities	173,032	391,955	457,121
Recreation & Culture	410,730	998,815	1,580,337
Transport	1,160,726	2,254,150	2,028,955
Economic Services	102,113	285,114	475,991
Other Property and Services	108,545	25,636	65,766
TOTAL OPERATING EXPENSE	**2,507,931**	**5,126,247**	**5,828,758**
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	**2,541,164**	**4,807,420**	**1,736,983**

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

9. STATEMENT OF FINANCIAL POSITION

	December 2017 Actual $	2016/17 Actual $
CURRENT ASSETS		
Cash and Cash Equivalents	2,595,117	3,431,783
Investments	5,000	5,000
Trade and Other Receivables	946,073	863,376
Inventories	1,437	2,474
Trust at Bank	9,890	4,060
TOTAL CURRENT ASSETS	3,557,517	4,306,693
NON-CURRENT ASSETS		
Other Receivables	233,102	233,102
Inventories	0	0
Property, Plant and Equipment	13,355,260	10,013,560
Infrastructure	71,713,792	71,927,498
TOTAL NON-CURRENT ASSETS	85,302,154	82,174,160
TOTAL ASSETS	88,859,671	86,480,853
CURRENT LIABILITIES		
Trade and Other Payables	46,223	207,269
Long Term Borrowings	51,331	58,460
Provisions	250,326	250,326
Trust Liability	9,890	4,060
TOTAL CURRENT LIABILITIES	357,770	520,115
NON-CURRENT LIABILITIES		
Trade and Other Payables	0	0
Long Term Borrowings	2,470,742	2,470,742
Provisions	65,225	65,225
TOTAL NON-CURRENT LIABILITIES	2,535,967	2,535,967
TOTAL LIABILITIES	2,893,737	3,056,082
NET ASSETS	85,965,934	83,424,771
EQUITY		
Retained Surplus	29,742,677	27,211,884
Reserves - Cash Backed	837,758	827,388
Revaluation Surplus	55,385,499	55,385,499
TOTAL EQUITY	85,965,934	83,424,771

10. FINANCIAL RATIOS

	2018 YTD	2017	2016	2015
Current Ratio	14.37	3.04	1.05	3.89
Operating Surplus Ratio	0.06	(0.62)	(0.72)	(0.47)

The above ratios are calculated as follows:

Current Ratio

$$\frac{\text{(Current Assets MINUS Restricted Assets)}}{\text{(Current Liabilities MINUS Liabilities Associated with Restricted Assets)}}$$

Purpose:
This is a modified commercial ratio designed to focus on the liquidity position of a local government that has arisen from past year's transactions.

Standards:
The standard is not met if the ratio is lower than 1:1 (less than 100%) — Below Std
The standard is met if the ratio is greater than 1:1 (100% or greater) — Std met
A ratio less than 1:1 means that a local government does not have sufficient assets that can be quickly converted into cash to meet its immediate cash commitments. This may arise from a budget deficit from the past year, a Council decision to operate an overdraft or a decision to fund leave entitlements from next year's revenues.

Operating Surplus Ratio

$$\frac{\text{(Operating Revenue MINUS Operating Expense)}}{\text{(Own Source Operating Revenue)}}$$

Purpose:
This ratio is a measure of a local government's ability to cover its operational costs and have revenues available for capital funding or other purposes.

Standards:
Basic Standard is not met less than < 1% (< 0.01) — Below Std
Basic Standard between 1% and 15% (0.01 and 0.15) — Basic Std
Advanced Standard greater than > 15% (>0.15). — Adv Std

SHIRE OF PINGELLY
RESTRICTED CASH RECONCILIATION
31 December 2017

Restricted Grants/Funds Received	Projects	GL/Job Account	Total Restricted Funds	Actual Expenditure previous year 2015/16	Actual Expenditure previous year 2016/17	Actual Expenditure 2017/18	Restricted Funds Remaining
Health Department (WACHS)-claim 1	Aged Approp Accom Units	0860	272,727.27	5,456.91	197,609.67	69,660.69	0.00
Health Department (WACHS)-claim 2	Aged Approp Accom Units	PAA01	181,818.18	0.00	0.00	181,818.18	0.00
Health Department (WACHS)-claim 3	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	272,727.27	0.00
Health Department (WACHS)-claim 4	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	131,817.62	140,909.65
Health Department (WACHS)-claim 5	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	0.00	272,727.27
WDC Community Chest Funding-Sensory Garden	Aged Approp Accom Units	0861	20,000.00	0.00	0.00	0.00	20,000.00
Lotterywest Grant-Aged Sensory Space	Aged Approp Accom Units	PAA02	50,000.00	0.00	0.00	0.00	50,000.00
National Stronger Regions Funds claim 1	Recreation & Cultural Centre	11PR/PR01	777,719.00	0.00	777,719.00	0.00	0.00
National Stronger Regions Funds claim 2+Interest	Recreation & Cultural Centre	11PR/PR01	1,472,140.88	0.00	0.00	1,472,140.88	0.00
Lotterywest Grant $1,000,000 claim 1	Recreation & Cultural Centre	11PR/PR02	70,111.00	0.00	0.00	70,111.00	0.00
Dept of Sport & Rec $350,000 Claim 1	Recreation & Cultural Centre	11PR/PR03	87,500.00	0.00	87,500.00	0.00	0.00
Bendigo Bank-Pingelly Community Financial Service	Recreation & Cultural Centre	11PR/PR04	50,000.00	0.00	0.00	50,000.00	0.00
Contributions Other	Recreation & Cultural Centre	11PR/PR10	1,408.63	0.00	1,408.63	0.00	0.00
CBH Contribution Grass Roots Fund -playground	Recreation & Cultural Centre	11PR/PR11	10,000.00	0.00	0.00	0.00	10,000.00
Forestry Products Commission	Recreation & Cultural Centre	11PR/PR12	20,000.00	0.00	0.00	20,000.00	0.00
Unspent Loan 123 - TD01	Recreation & Cultural Centre	1703	1,008,446.32	0.00	0.00	1,008,446.32	0.00
Unspent Loan 123 - TD01 Funds in Muni Funds	Recreation & Cultural Centre	1703	500,000.00	0.00	161,980.70	76,501.50	261,517.80
Unspent Loan 123 - interest TD01 in Muni	Recreation & Cultural Centre		110,359.46	0.00	45,169.26	65,190.20	0.00
Unspent Loan 123 in Muni Fund -TD02	Recreation & Cultural Centre	1703	500,000.00	0.00	500,000.00	0.00	0.00
Unspent Loan 123 in Muni Fund interest TD02	Recreation & Cultural Centre		20,509.36	0.00	20,509.36	0.00	0.00
Unspent Loan 123 - TD03	Recreation & Cultural Centre	1703	504,432.90	0.00	0.00	101,321.63	403,111.27
DLGC PRACC Comm Dev Grant	Economic Services	1333/1398	18,000.00	0.00		0.00	18,000.00
Sub Total					1,840,970.62	3,519,735.29	1,176,265.99
Total Restricted Grant Funds							**1,176,265.99**
Available Cash		**GL/Job Account**	**Interest Rate**	**Term**	**Maturing**		**Balance**
Municipal Bank	Muni Fund Bank	0111	Variable	Ongoing	N.A.		242,361.71
Municipal Bank-National Stronger Regions TD	Muni Fund Bank TD	0111				CLOSED 1/12/17	0.00
Municipal Bank	Till Float SES	0112					50.00
Municipal Bank	Till Float	0113					200.00
Municipal Bank	Petty Cash on hand	0114					500.00
Municipal On Call Account	Muni Fund Bank On Call	0811	N.A.	closed	N.A.		0.00
Municipal Term Deposit 155081136	Unspent Loan 123	TD01	1.25%	1 month	30-Dec-17		1,009,813.94
Municipal Term Deposit 160509584	Unspent Loan 123	TD03	Transferred to Muni 2/1/2018			CLOSED 31/12/17	504,432.90
Total Cash	NB : TD02 as at 30 March 17 brought into Muni funds as spent.						1,757,358.55
Less Restricted Cash	NB : TD01 as at 30 June 17 brought into Muni funds $500,000 and interest of $110,359.46 as spent.						(1,176,265.99)
Total Unrestricted Cash							**581,092.56**

Attachment 4

15.2 Monthly Statement of Financial Activity – January 2018

Monthly Statements of Financial Activity for the period 1 July 2017 to 31 January 2018

SHIRE OF PINGELLY

MONTHLY STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

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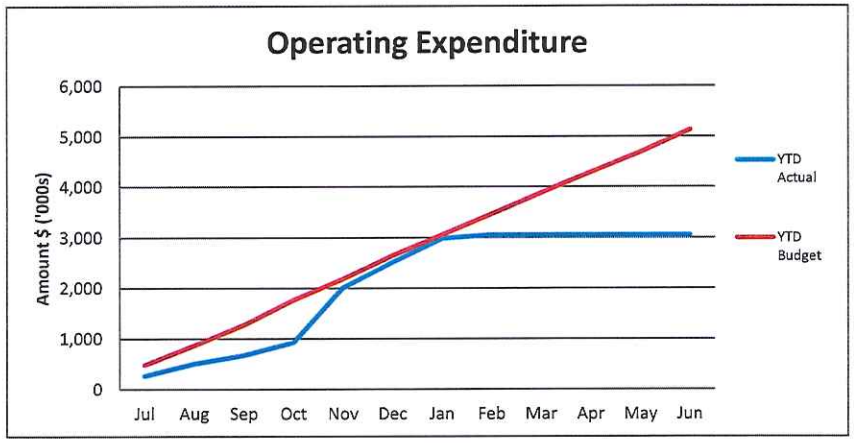
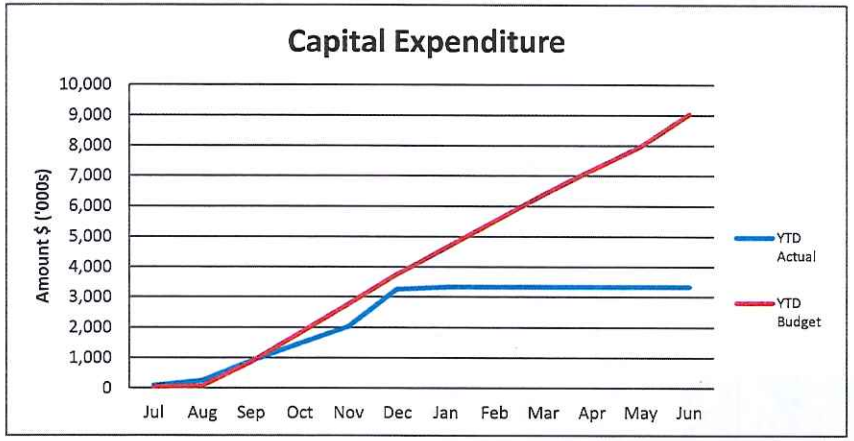
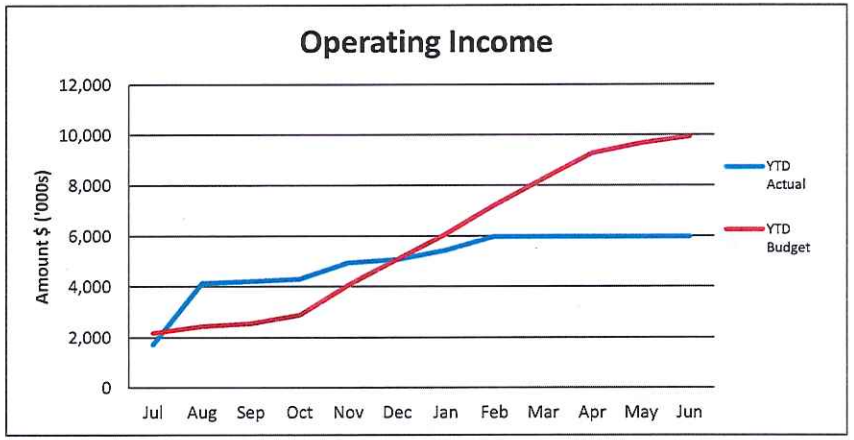
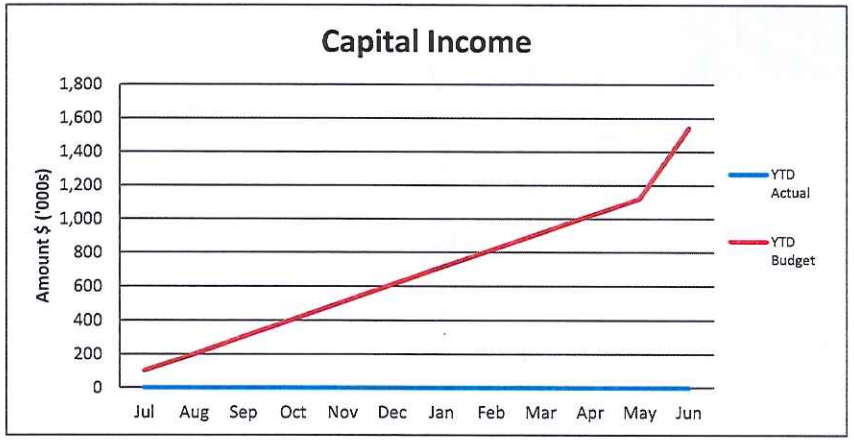
Income and Expenditure Graphs to 31 January 2018

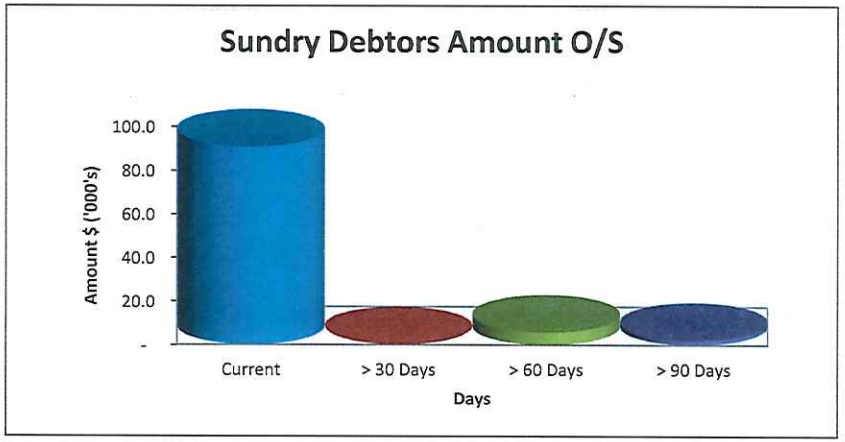


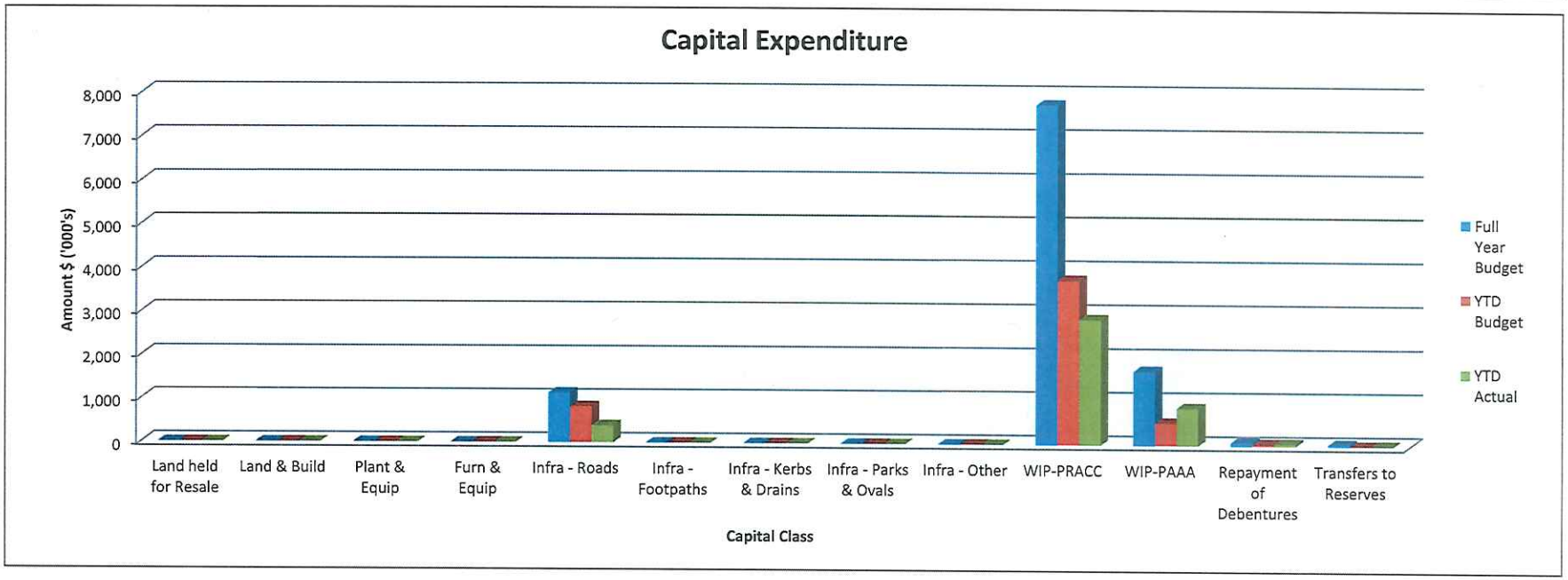






Other Graphs to 31 January 2018





SHIRE OF PINGELLY

Summary of Balancing Contained Within The Monthly Reports

	2017/18 Adopted Budget $	2017/18 Revised Budget $	January 2017 Y-T-D Budget $	January 2017 Actual $
Finance Statement				
Balancing to Rating Note				
Rates Balance per Finance Statement	1,890,925	1,890,925	1,890,925	1,893,188
Balance per Note 6 (Rating Information)	1,890,925	1,890,925	1,890,925	1,893,188
Variance	0	0	0	0
Balancing of Closing Position				
Closing Balance per Finance Statement	0	(38,026)	589,224	1,750,063
Closing Balance per General Fund Summary	0	(38,026)	589,224	1,750,063
Variance	0	0	0	(1)
Balancing of Operating Income				
Operating Income per Finance Statement	9,933,667		6,066,257	5,414,474
Operating Income per General Fund Summary	9,933,667	9,933,667	6,066,257	5,414,474
Variance	0	0	0	(0)
Balancing of Operating Expenditure				
Operating Expense per Finance Statement	(5,126,247)	(5,126,247)	(3,050,114)	(2,975,343)
Operating Expense per General Fund Summary	(5,126,247)	(5,126,247)	(3,050,114)	(2,975,342)
Variance	0	0	0	(1)
Balancing of Capital Income				
Capital Income per Finance Statement	1,554,489	1,554,489	719,744	7,129
Capital Income per General Fund Summary	1,554,489	1,554,489	719,744	7,129
Variance	0	0	0	0
Balancing of Capital Expenditure				
Capital Expense per Finance Statement	(10,984,429)	(10,984,429)	(5,397,588)	(4,191,104)
Capital Expense per General Fund Summary	(10,984,429)	(10,984,429)	(5,397,588)	(4,191,104)
Variance	0	0	0	(0)

SHIRE OF PINGELLY

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

Operating	NOTE	2017/18 Adopted Budget $	2017/18 Revised Budget $	January 2017 Y-T-D Budget $	January 2017 Actual $	Variances Actuals to Budget $	Variances Actual Budget to Y-T-D %	
Revenues/Sources								
Governance		65,370	65,370	37,933	37,220	(713)	(1.88%)	
General Purpose Funding		668,714	668,714	352,886	317,968	(34,918)	(9.89%)	
Law, Order, Public Safety		111,624	111,624	54,040	69,819	15,779	29.20%	▲
Health		11,908	11,908	6,944	12,186	5,242	75.49%	▲
Education and Welfare		631,390	631,390	286,859	618,220	331,361	115.51%	▲
Community Amenities		163,170	163,170	156,303	164,641	8,338	5.33%	
Recreation and Culture		4,535,396	4,535,396	2,252,981	1,610,764	(642,217)	(28.51%)	▼
Transport		1,746,020	1,746,020	963,749	599,451	(364,298)	(37.80%)	▼
Economic Services		50,150	50,150	29,239	31,097	1,858	6.35%	
Other Property and Services		59,000	59,000	34,398	59,920	25,522	74.20%	▲
		8,042,742	8,042,742	4,175,332	3,521,286	(654,046)	(15.66%)	
(Expenses)/(Applications)								
Governance		(589,754)	(589,754)	(360,721)	(322,192)	38,529	10.68%	▼
General Purpose Funding		(167,704)	(167,704)	(95,949)	(100,584)	(4,635)	(4.83%)	
Law, Order, Public Safety		(252,396)	(252,396)	(146,235)	(114,315)	31,920	21.83%	▼
Health		(112,480)	(112,480)	(66,042)	(58,060)	7,982	12.09%	▼
Education and Welfare		(48,243)	(48,243)	(28,065)	(22,181)	5,884	20.97%	▼
Community Amenities		(391,955)	(391,955)	(216,460)	(187,508)	28,952	13.38%	▼
Recreation & Culture		(998,815)	(998,815)	(593,490)	(535,687)	57,803	9.74%	
Transport		(2,254,150)	(2,254,150)	(1,329,113)	(1,351,360)	(22,247)	(1.67%)	
Economic Services		(285,114)	(285,114)	(163,991)	(129,712)	34,279	20.90%	▼
Other Property and Services		(25,636)	(25,636)	(50,048)	(153,744)	(103,696)	(207%)	▲
		(5,126,247)	(5,126,247)	(3,050,114)	(2,975,343)	74,771	(2.45%)	
Net Operating Result Excluding Rates		2,916,495	2,916,495	1,125,218	545,943	(579,275)	(51.48%)	
Adjustments for Non-Cash (Revenue) and Expenditure								
(Profit)/Loss on Asset Disposals	2	12,000	12,000	12,000	0	(12,000)	100.00%	▼
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0	0.00%	
Movement in Employee Benefit Provisions		0	0	0	0	0	0.00%	
Adjustments in Fixed Assets		0	0	0	0	0	0.00%	
Rounding		0	0	0	2	2	0.00%	
Depreciation on Assets		1,532,000	1,532,000	893,648	896,949	3,301	(0.37%)	
Capital Revenue and (Expenditure)								
Purchase Land Held for Resale	1	0	0	0	0	0	0.00%	
Purchase of Land and Buildings	1	0	0	0	0	0	0.00%	
Purchase of Furniture & Equipment	1	0	0	0	0	0	0.00%	
Purchase of Plant & Equipment	1	0	0	0	0	0	0.00%	
Purchase of WIP - PP & E	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Roads	1	(1,135,460)	(1,135,460)	(817,459)	(390,181)	427,278	52.27%	▼
Purchase of Infrastructure Assets - Footpaths	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Kerbs & Drains	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Parks & Ovals	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Bridges	1	(252,000)	(252,000)	(252,000)	0	252,000	100.00%	▼
Purchase of Infrastructure Assets - Other	1	0	0	0	0	0	0.00%	
Purchase of WIP Recreation and Culture	1	(7,781,145)	(7,781,145)	(3,770,200)	(2,880,592)	889,608	23.60%	▼
Purchase of WIP Aged Accommodation	1	(1,698,348)	(1,698,348)	(516,912)	(858,860)	(341,948)	(66.15%)	▲
Proceeds from Disposal of Assets	2	20,000	20,000	12,500	0	(12,500)	(100.00%)	▼
Repayment of Debentures	3	(78,674)	(78,674)	(41,017)	(51,100)	(10,083)	(24.58%)	▲
Proceeds from New Debentures	3	1,200,000	1,200,000	700,000	0	(700,000)	(100.00%)	▼
Advances to Community Groups		0	0	0	0	0	0.00%	
Self-Supporting Loan Principal Income		14,489	14,489	7,244	7,129	(115)	(1.59%)	
Transfer from Restricted Asset -Unspent Loans		1,903,210	1,903,210	0	1,252,679	1,252,679	0.00%	
Transfers to Restricted Assets (Reserves)	4	(38,802)	(38,802)	0	(10,371)	(10,371)	0.00%	
Transfers from Restricted Asset (Reserves)	4	320,000	320,000	0	0	0	0.00%	
Transfers to Restricted Assets (Other)		0	0	0	0	0	0.00%	
Transfers from Restricted Asset (Other)		(200,000)	(200,000)	0	0	0	0.00%	
ADD Net Current Assets July 1 B/Fwd	5	1,375,310	1,337,284	1,345,277	1,345,277	(30,033)	0.00%	
Net Current Assets - Unspent Grants		0	0	0	0	0		
LESS Net Current Assets Year to Date	5	0	(38,026)	589,224	1,750,063	1,160,839	(197.01%)	▼
Amount Raised from Rates		(1,890,925)	(1,890,925)	(1,890,925)	(1,893,188)	(2,263)	0.12%	

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

Material Variances Symbol

Above Budget Expectations	Greater than 10% and $5,000	▲
Below Budget Expectations	Less than 10% and $5,000	▼

Purpose

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (e.g. a grants were budgeted for but was not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

REPORTABLE OPERATING REVENUE VARIATIONS			
Law Order and Public Safety - Variance above budget expectations			15,779
	ESL SES grants - YTD Higher than budgeted (Timing difference) received early Q1 Instal in June 16/17	8,305	
	ESL BFB grants - YTD Higher than budgeted (Timing difference) received early Q1 Instal in June 16/17	8,825	
	Aware Emergency Exercise training exercise $10,000 YTD Actual more than YTD Budget (Timing Difference)	10,000	
Health - Variance above budget expectations			5,242
	BBP reimbursement Income YTD Actual higher than YTD Budget (Timing Difference)	4,744	
Education and Welfare - Variance below budget expectations			331,361
	Wheatbelt Development Commission - Community Chest Funding Sensory Garden YTD Budget less than YTD Actuals- first $20,000 received second payment of $10,00 not yet received (Timing Difference)	2,500	
	PAAA Grant from WA Country Health Service YTD Actual more than YTD Budget (Timing Difference)	330,669	
Recreation and Culture - variance below budget expectations			(642,217)
	PRACC Grants YTD Actual less than YTD Budget - NSRF (Timing Difference) claim 2 Raised in July 2017 $1,466,579	(88,858)	
	PRACC Grants YTD Actual more than YTD Budget - Lottery West claim 1 $70,111,(Timing Difference)	(429,887)	
	PRACC Grants YTD Actual less than YTD Budget - Dept of Sport & Rec (Timing Difference) Project to be rolled over into 2017/2018 Budget	(131,250)	
Transport - variance below budget expectations			(364,298)
	Regional Road Group funding Actual YTD received more than budget YTD (Timing Difference)	35,479	
	Main Roads Grants funding Actual YTD less than YTD Budget (Timing Difference)	(60,750)	
	Roads to Recovery funding Actual YTD received more than budget YTD (Timing Difference)	13,940	
	Road Projects Other Grants Actual YTD less than Budget YTD (Timing Difference)	(91,636)	
	WANDRAA Funding Storm Damage - YTD Actual less than YTD Budget (Timing Difference)	(261,331)	
Other Property and Services - variance above budget expectations			25,522
	Private Works - Less than anticipated - Income based on previous year (Timing Difference)	10,158	
	Reimbursement Workers Compensation YTD Budget less than YTD Actual (Permanent Difference)	19,972	
REPORTABLE OPERATING EXPENSE VARIATIONS			
Governance - variance below budget expectations			38,529
	Audit fees YTD less then YTD Budget (Timing Difference)	(11,361)	
	Administration Allocated YTD actual more than YTD budget (Timing Difference)	(28,004)	
	Admin Salaries and Wages Actual YTD less than budget YTD (Timing difference)	15,383	
	Admin Membership Actual YTD less than budget YTD (Timing difference)	(4,114)	
	Depreciation YTD Actual less than YTD Budget (Timing difference)	2,281	
Law,Order, Public Safety - variance below budget expectations			31,920
	Building Maintenace YTD Actual less than YTD Budget (Timing Difference)	16,296	
	SES Expenses Actual YTD less than Budget YTD (Timing Difference)	9,463	
	Aware Emergency Exercise training exercise $10,000 YTD Actual more than YTD Budget (Timing Difference)	(6,775)	
Health - variance below budget expectations			7,982
	Other Health - Contract Health Services YTD actual less than YTD Budget (Timing difference).	5,000	
Education and Welfare - variances below budget expectations			5,884
	Education - Depreciation YTD Actual less than YTD Budget (Timing Difference)	1,445	
Community Amenities - variance below budget expectations			28,952
	Domestic Refuse collection charges YTD less than YTD Budget (Timing difference)	6,541	
	Recycle Domestic Refuse collection charges YTD less than YTD Budget (Timing difference)	7,934	
	Refuse site maintenance YTD Actual more than YTD Budget (Timing difference)	11,070	
Economic Services - variance below budget expectations			34,279
	Tourism and Area Promotion - YTD Actual less than YTD Budget (Timing Difference)	11,820	
	OES - Community Grants Program YTD Actual less than YTD Budget (Timing Difference)	14,470	
	OES Depreciation YTD Actuals less than YTD Budget (Timing Difference)	4,020	
Other Property and Services - variance above budget expectations			(103,696)
	Private Works - YTD Actual higher than YTD Budget (Timing Difference)	(9,981)	
	Public Works Overheads - Allocated to Works & Svcs - YTD Actuals more than YTD Budget over allocated YTD $819	28,578	
	Plant Op Costs - Parts and Repairs YTD Actual more than YTD Budget-Grader Major repair early in year	(13,680)	
	Plant Op Costs - Depreciation YTD Actual more than YTD Budget (Timing difference)	(10,423)	
	Plant Op Cost overall as sub program under allocated YTD Actuals to YTD Budget	(77,489)	
	Salaries & Wages - Gross Salaries and Wages - YTD Actual less than YTD Budget (Timing Difference)	19,868	
REPORTABLE NON-CASH VARIATIONS			
(Profit)/Loss on Asset Disposals			
	5 Webb St Block not sold/disposed YTD (Timing Difference)	-	(12,000)
REPORTABLE CAPITAL EXPENDITURE VARIATIONS			
Purchase of Road Infrastructure Assets below budget expectations			
	Road Infrastructure YTD Actuals less than YTD Budget (Timing Difference)		427,278
R2R01	Wickepin Pingelly/Chopping Road Failure-project not commenced (Timing Difference)	16,702	
CC118	Review Street And Great Southern Highway-(Timing Difference)	(1,169)	
RRG08	Capex - 156 Wickepin Pingelly Rd - Regional Road Group (Timing Difference)	223,872	
RRG09	Yenellin Road Upgrade Rrg (Timing Difference)	234,744	
RRG10	North Bannister Road-project not commenced (Timing Difference)	19,673	
CC156	Pingelly- Wickepin Road - Council Constr-project not commenced (Timing Difference)	5,250	
CRSF3	Capex - 10 Shaddick Rd Realine & Regravel Slk 14.0-17.5 - Crsf Funding Project YTD Actuals higher than YTD Budget (Timing Difference)	(156,669)	
CRSF4	10 Shaddick Rd Realine & Regravel - Crsf Funding 2017 2018 (Timing Difference)	89,173	
CT7	Capex - Quadrant St Construction - Job completed - over budget $758 (Permenant Difference)	758	
Purchase of Infrastructure Assets - Bridges - Variance below budget expectations.			
	Bullaring Road Bridge #1191 YTD Actual below YTD Budget expectations		252,000
Purchase of Works In Progress Assets - PRACC - Variance below budget expectations			
	PRACC Project Expenditure YTD Actual less than YTD Budget - (Timing Difference)		889,608
Purchase of Works In Progress Assets - PAAA - Variance above budget expectations			
	PAAA Project Expenditure YTD Actual more than YTD Budget - (Timing Difference) Project ahead of Budget expectations		(341,948)
Repayment of Debentures - Variance above budget expectations.			
	YTD Actual more than YTD Budget (Timing Difference)		(10,083)
REPORTABLE CAPITAL REVENUE VARIATIONS			
Proceeds from Disposal of Assets			
	Proceeds from Disposal of assets YTD Actual more than YTD Budget (Timing Difference) 5 Webb St block not sold yet		(12,500)
Proceeds from New Loans			(700,000)
	New Loans for PRACC programmed to be raised in October 2017. (Timing Difference) To be raised in February/March 2018	(700,000)	

1. ACQUISITION OF ASSETS	2017/18 Adopted Budget $	2017/18 Revised Budget $	2017/18 YTD Budget $	January 2017 YTD Actual $
The following assets have been acquired during the period under review:				
By Program				
Education & Welfare				
Other Aged & Disabled Services				
Capex - Paaa Development	0	0	0	0.00
Capex - Paaa Project Manager	0	0	0	1,169.17
Capex - Paaa Architects & Consultants	23,800	23,800	11,900	24,895.27
Capex - Paaa Building Construction	1,550,548	1,550,548	443,012	806,149.46
Capex - Paaa Quantity Surveyor	0	0	0	0.00
Capex - Paaa Demolition	0	0	0	0.00
Capex - Paaa Utility Services	24,000	24,000	12,000	1,797.46
Capex - Paaa Earth Works	0	0	0	18,601.06
Capex - Paaa Carpark & Drainage	0	0	0	0.00
Capex - Paaa Landscaping Soft & Hard	0	0	0	50.72
Capex - Paaa Playground	0	0	0	0.00
Capex - Paaa Opening & Promotion	0	0	0	0.00
Capex - Paaa Fit Out Furniture	0	0	0	0.00
Capex - Paaa Site Works	0	0	0	0.00
Capex - Paaa Landscaping Sensory	100,000	100,000	50,000	6,196.97
Recreation and Culture				
Works in Progress - Recreation Centre				
Capex - Pracc Development	4,500	4,500	2,625	4,480.10
Capex - Pracc Project Manager	105,093	105,093	52,739	91,132.48
Capex - Pracc Architects & Consultants	88,000	88,000	44,000	60,915.87
Capex - Praac Building Construction	7,179,052	7,179,052	3,589,525	2,650,519.04
Capex - Pracc Quantity Surveyor	0	0	0	0.00
Capex - Pracc Demolition	0	0	0	0.00
Capex - Pracc Utility Services	101,500	101,500	50,750	52.25
Capex - Pracc Earth Works	0	0	0	711.36
Capex - Pracc Carpark And Drainage	95,000	95,000	27,138	36,559.01
Capex - Pracc Landscaping Soft & Hard	78,000	78,000	0	29,491.38
Capex - Pracc Playground	26,000	26,000	3,423	0.00
Capex - Pracc Opening & Promotion	2,000	2,000	0	0.00
Capex - Pracc Fit Out Furniture	102,000	102,000	0	6,730.36
Capex - Pracc Bowling Green	0	0	0	0.00
Capex - Pracc Gym Equipment	0	0	0	0.00

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

1. ACQUISITION OF ASSETS (Continued)	2017/18 Adopted Budget $	2017/18 Revised Budget $	2017/18 YTD Budget $	January 2017 Actual $
Transport				
Construction - Roads, Bridges, Depots				
Infrastructure Bridges				0.00
Capex - Bridge 1191 - Replace Box	252,000	252,000	252,000	0.00
Roads Construction				
North Wandering Road	0	0	0	1,540.00
Capex - 156 Wickepin Pingelly Rd -	251,952	251,952	251,949	28,077.24
Yenellin Road Upgrade Rrg	260,197	260,197	260,193	25,448.64
North Bannister Road	34,657	34,657	20,209	536.00
Wickepin Pingelly/Chopping Road Failure	28,654	28,654	16,702	0.00
Capex - 10 Shaddick Rd Realine &	235,000	235,000	78,332	235,000.83
10 Shaddick Rd Realine & Regravel - Crsf	300,000	300,000	174,993	85,820.36
Review Street And Great Southern	10,000	10,000	5,831	7,000.00
Capex - Quadrant St Construction	6,000	6,000	4,000	6,757.69
Pingelly- Wickepin Road - Council Constr	9,000	9,000	5,250	0.00
	10,866,953	10,866,953	5,356,571	4,129,632.72
By Class				
Land	0	0	0	0.00
Buildings	0	0	0	0.00
Furniture & Equipment	0	0	0	0.00
Plant & Equipment	0	0	0	0.00
Work in Progress - PPE	0	0	0	0.00
Infrastructure - Roads	1,135,460	1,135,460	817,459	390,180.76
Infrastructure - Footpaths	0	0	0	0.00
Infrastructure - Kerbs & Drains	0	0	0	0.00
Infrastructure - Parks & Ovals	0	0	0	0.00
Infrastructure - Bridges	252,000	252,000	252,000	0.00
Infrastructure - Other	0	0	0	0.00
Works in Progress - Recreation Centre	7,781,145	7,781,145	3,770,200	2,880,591.85
Works in Progress - Aged Care Accommodation	1,698,348	1,698,348	516,912	858,860.11
	10,866,953	10,866,953	5,356,571	4,129,632.72

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

Asset No	By Program	Written Down Value 2017/18 Budget $	Written Down Value January 2017 Actual $	Sale Proceeds 2017/18 Budget $	Sale Proceeds January 2017 Actual $	Profit(Loss) 2017/18 Budget $	Profit(Loss) January 2017 Actual $
	Governance						
1037	5 Webb St (Land)	32,000	0.00	20,000	0.00	(12,000)	0.00
		32,000	0.00	20,000	0.00	(12,000)	0.00

Asset No	By Class of Asset	Written Down Value 2017/18 Budget $	Written Down Value January 2017 Actual $	Sale Proceeds 2017/18 Budget $	Sale Proceeds January 2017 Actual $	Profit(Loss) 2017/18 Budget $	Profit(Loss) January 2017 Actual $
	Land & Buildings						
1037	5 Webb St (Land)	32,000	0.00	20,000	0.00	(12,000)	0.00
		32,000	0.00	20,000	0.00	(12,000)	0.00

Summary	2017/18 Adopted Budget $	January 2017 Actual $
Profit on Asset Disposals	0	0.00
Loss on Asset Disposals	(12,000)	0.00
	(12,000)	0.00

3. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars		Principal 1-Jul-17	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			2017/18 Budget $	2017/18 Actual $	2017/18 Budget $	2017/18 Actual $	2017/18 Budget $	2017/18 Actual $	2017/18 Budget $	2017/18 Actual $
Education & Welfare										
Loan 120 - SSL Pingelly Cottage Homes	*	196,207	0	0	14,489	7,129	181,718	189,078	12,464	6,278
Recreation & Culture										
Loan 123 - Recreation and Cultural Centre		2,332,996		0	43,971	43,971	2,289,025	2,289,025	49,110	48,843
Loan 124 - Recreation and Cultural Centre			600,000	0	10,107	0	589,893	0	11,520	0
Loan 125 - Recreation and Cultural Centre			600,000	0	10,107	0	589,893	0	11,520	0
		2,529,203	1,200,000	0	78,674	51,100	3,650,529	2,478,103	84,614	55,121

(*) Self supporting loan financed by payments from third parties.
All other loan repayments were financed by general purpose revenue.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

	2017/18 Adopted Budget $	January 2017 Actual $
4. RESERVES		
Cash Backed Reserves		
(a) Leave Reserve		
Opening Balance	169,097	169,097
Amount Set Aside / Transfer to Reserve	3,456	2,120
Amount Used / Transfer from Reserve	(60,000)	0
	112,553	171,217
(b) Plant Reserve		
Opening Balance	240,391	240,391
Amount Set Aside / Transfer to Reserve	4,913	3,013
Amount Used / Transfer from Reserve	0	0
	245,304	243,404
(c) Building and Recreation Reserve		
Opening Balance	284,266	284,266
Amount Set Aside / Transfer to Reserve	29,767	3,563
Amount Used / Transfer from Reserve	(260,000)	0
	54,033	287,829
(d) Electronic Equipment Reserve		
Opening Balance	6,130	6,130
Amount Set Aside / Transfer to Reserve	5	77
Amount Used / Transfer from Reserve	0	0
	6,135	6,207
(e) Community Bus Reserve		
Opening Balance	11,147	11,147
Amount Set Aside / Transfer to Reserve	15	140
Amount Used / Transfer from Reserve	0	0
	11,162	11,287
(f) Swimming Pool Reserve		
Opening Balance	49,878	49,878
Amount Set Aside / Transfer to Reserve	300	625
Amount Used / Transfer from Reserve	0	0
	50,178	50,503
(g) Joint Venture Housing Reserve		
Opening Balance	51,293	51,293
Amount Set Aside / Transfer to Reserve	318	643
Amount Used / Transfer from Reserve	0	0
	51,611	51,936
Refuse Site Rehab/Closure Reserve		
Opening Balance	15,186	15,186
Amount Set Aside / Transfer to Reserve	28	190
Amount Used / Transfer from Reserve	0	0
	15,214	15,376
Total Cash Backed Reserves	**546,190**	**837,759**

All of the above reserve accounts are to be supported by money held in financial institutions.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

	2017/18 Adopted Budget $	January 2017 Actual $
4. RESERVES (Continued)		
Cash Backed Reserves (Continued)		
Summary of Transfers To Cash Backed Reserves		
Transfers to Reserves		
Leave Reserve	3,456	2,120
Plant Reserve	4,913	3,013
Building and Recreation Reserve	29,767	3,563
Electronic Equipment Reserve	5	77
Community Bus Reserve	15	140
Swimming Pool Reserve	300	625
Joint Venture Housing Reserve	318	643
Refuse Site Rehab/Closure Reserve	28	190
	38,802	**10,371**
Transfers from Reserves		
Leave Reserve	(60,000)	0
Plant Reserve	0	0
Building Reserve	(260,000)	0
Electronic Equipment Reserve	0	0
Community Bus Reserve	0	0
Swimming Pool Reserve	0	0
Joint Venture Housing Reserve	0	0
Refuse Site Rehab/Closure Reserve	0	0
	(320,000)	**0**
Total Transfer to/(from) Reserves	**(281,198)**	**10,371**

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Leave Reserve
- to be used to fund annual and long service leave requirements.

Plant Reserve
- to be used for the purchase of major plant.

Building and Recreation Reserve
- to be used to fund the renovation/purchase of Shire of Pingelly buildings and Recreation Infrastructure.

Electronic Equipment Reserve
- to be used to fund the purchase of administration computer system equipment.

Community Bus Reserve
- to be used to fund the change-over of the community bus.

Swimming Pool Reserve
- to be used to fund the upgrading of the swimming pool complex

Joint Venture Housing Reserve
- to be used for the future maintenance of the Joint Venture units

Refuse Site Rehab/Closure Reserve
- to be used to faciliate the rehabilitation/closure of the town refuse site.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

	2016/17 B/Fwd Per 2017/18 Budget $	2016/17 B/Fwd Per Financial Report $	January 2017 Actual $
5. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	(76,096)	(225,748)	785,436
Cash - Restricted Unspent Grants	926,934	926,934	298,801
Cash - Restricted Unspent Loans	1,903,210	1,903,210	650,531
Cash - Restricted Reserves	827,388	827,388	837,758
Receivables (Budget Purposes Only)	0	0	0
Rates Outstanding	153,986	153,986	463,297
Sundry Debtors	601,751	601,751	513,041
Provision for Doubtful Debts	(9,508)	(9,508)	(9,508)
Gst Receivable	100,879	100,879	12,578
Loans - clubs/institutions	0	83,747	0
Accrued Income/Payments In Advance	1,778	1,778	0
Investments	0	0	0
Inventories	2,474	2,474	6,680
	4,432,796	4,366,891	3,558,614
LESS: CURRENT LIABILITIES			
Payables and Provisions (Budget Purposes Only)	0	0	0
Sundry Creditors	(168,302)	(18,650)	(248,038)
Accrued Interest On Loans	(336)	(336)	0
Accrued Salaries & Wages	(35,071)	(35,071)	0
Income In Advance	0	0	0
Gst Payable	(58,547)	(58,547)	(34,644)
Payroll Creditors	0	0	0
Accrued Expenses	(26,477)	(56,508)	0
PAYG Liability	(34,643)	(34,643)	(34,317)
Other Payables	(3,514)	(3,514)	(3,263)
Current Employee Benefits Provision	(259,672)	(250,326)	(250,326)
Current Loan Liability	(58,460)	(58,460)	(7,360)
	(645,022)	(516,055)	(577,948)
NET CURRENT ASSET POSITION	3,787,774	3,850,836	2,980,666
Less: Cash - Reserves - Restricted	(827,388)	(827,388)	(837,758)
Less: Cash - Unspent Grants/Loans - Fully Restricted	(1,903,210)	(1,903,210)	(650,531)
Less: Current Loans - Clubs / Institutions	0	(83,747)	0
Less: Investments	0	0	0
Add Back : Component of Leave Liability not Required to be Funded	259,672	250,326	250,326
Add Back : Current Loan Liability	58,460	58,460	7,360
Adjustment for Trust Transactions Within Muni	0	0	0
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	1,375,310	1,345,277	1,750,063

6. RATING INFORMATION

RATE TYPE	Rate in $	Number of Properties	Rateable Value $	2017/18 Rate Revenue $	2017/18 Interim Rates $	2017/18 Back Rates $	2017/18 Total Revenue $	2017/18 Budget $
General Rate								
GRV - Residential	0.122533	315	3,087,332	378,300	0	0	378,300	378,300
GRV - Rural Residential	0.122533	68	712,052	87,250	0	0	87,250	87,250
GRV - Commercial/Industrial	0.122533	31	448,114	54,909	0	0	54,909	54,909
GRV - Townsites	0.122533	12	128,439	15,738	0	0	15,738	15,738
UV - Broadacre Rural	0.010704	250	114,659,500	1,227,315	(534)	0	1,226,781	1,224,318
Sub-Totals		676	119,035,437	1,763,512	(534)	0	1,762,978	1,760,515
Minimum Rates	**Minimum $**							
GRV - Residential	898	63	144,961	56,574	0	0	56,574	56,574
GRV - Rural Residential	898	21	76,672	18,858	0	0	18,858	18,858
GRV - Commercial/Industrial	898	10	43,695	8,980	0	0	8,980	8,980
GRV - Townsites	898	7	20,271	6,286	0	0	6,286	6,286
UV - Broadacre Rural	898	44	2,493,240	39,512	0	0	39,512	39,512
Sub-Totals		145	2,778,839	130,210	0	0	130,210	130,210
							1,893,188	1,890,725
Ex Gratia Rates							219	200
Movement in Excess Rates							(24,370)	0
Total Amount of General Rates							1,869,037	1,890,925
Specified Area Rates							0	0
Total Rates							1,869,037	1,890,925

All land except exempt land in the Shire of Pingelly is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2015/16 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

7. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail	Balance 01-Jul-17 $	Amounts Received $	Amounts Paid ($)	Balance $
Transport Licensing	0	210,968	(205,866)	5,102
BCITF Levy	0	0	0	0
Rates	0	0	0	0
Funds Held on Behalf of Groups	40	0	0	40
Unclaimed Monies	100	0	0	100
Builders Registration Board	0	0	0	0
Social Club	0	0	0	0
Nomination Deposits	0	400	(400)	0
Bond Monies (Including Key Deposits)	3,920	8,310	(8,580)	3,650
	4,060	219,678	(214,846)	8,892

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

8. OPERATING STATEMENT

OPERATING REVENUES	January 2017 Actual $	2017/18 Adopted Budget $	2016/17 Actual $
Governance	37,220	65,370	73,207
General Purpose Funding	2,211,156	2,559,639	3,742,376
Law, Order, Public Safety	69,819	111,624	103,107
Health	12,186	11,908	11,983
Education and Welfare	618,220	631,390	794,058
Housing	0	0	0
Community Amenities	164,641	163,170	162,643
Recreation and Culture	1,610,764	4,535,396	1,031,664
Transport	599,451	1,746,020	1,548,147
Economic Services	31,097	50,150	35,980
Other Property and Services	59,920	59,000	62,574
TOTAL OPERATING REVENUE	**5,414,474**	**9,933,667**	**7,565,741**
OPERATING EXPENSES			
Governance	322,192	589,754	594,713
General Purpose Funding	100,584	167,704	188,660
Law, Order, Public Safety	114,315	252,396	249,555
Health	58,060	112,480	137,690
Education and Welfare	22,181	48,243	49,969
Housing	0	0	0
Community Amenities	187,508	391,955	457,121
Recreation & Culture	535,687	998,815	1,580,337
Transport	1,351,360	2,254,150	2,028,955
Economic Services	129,712	285,114	475,991
Other Property and Services	153,744	25,636	65,766
TOTAL OPERATING EXPENSE	**2,975,343**	**5,126,247**	**5,828,758**
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	**2,439,131**	**4,807,420**	**1,736,983**

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 JANUARY 2018

9. STATEMENT OF FINANCIAL POSITION

	January 2017 Actual $	2016/17 Actual $
CURRENT ASSETS		
Cash and Cash Equivalents	2,572,526	3,431,783
Investments	5,000	5,000
Trade and Other Receivables	986,768	863,376
Inventories	6,680	2,474
Trust at Bank	8,892	4,060
TOTAL CURRENT ASSETS	3,579,866	4,306,693
NON-CURRENT ASSETS		
Other Receivables	233,102	233,102
Inventories	0	0
Property, Plant and Equipment	13,544,982	10,013,560
Infrastructure	71,628,758	71,927,498
TOTAL NON-CURRENT ASSETS	85,406,842	82,174,160
TOTAL ASSETS	88,986,708	86,480,853
CURRENT LIABILITIES		
Trade and Other Payables	320,262	207,269
Long Term Borrowings	7,360	58,460
Provisions	250,326	250,326
Trust Liability	8,892	4,060
TOTAL CURRENT LIABILITIES	586,840	520,115
NON-CURRENT LIABILITIES		
Trade and Other Payables	0	0
Long Term Borrowings	2,470,742	2,470,742
Provisions	65,225	65,225
TOTAL NON-CURRENT LIABILITIES	2,535,967	2,535,967
TOTAL LIABILITIES	3,122,807	3,056,082
NET ASSETS	85,863,901	83,424,771
EQUITY		
Retained Surplus	29,640,644	27,211,884
Reserves - Cash Backed	837,758	827,388
Revaluation Surplus	55,385,499	55,385,499
TOTAL EQUITY	85,863,901	83,424,771

10. FINANCIAL RATIOS

	2018 YTD	2017	2016	2015
Current Ratio	5.33	3.04	1.05	3.89
Operating Surplus Ratio	(0.13)	(0.62)	(0.72)	(0.47)

The above ratios are calculated as follows:

Current Ratio

$$\frac{\text{(Current Assets MINUS Restricted Assets)}}{\text{(Current Liabilities MINUS Liabilities Associated with Restricted Assets)}}$$

Purpose:
This is a modified commercial ratio designed to focus on the liquidity position of a local government that has arisen from past year's transactions.

Standards:
The standard is not met if the ratio is lower than 1:1 (less than 100%) — Below Std
The standard is met if the ratio is greater than 1:1 (100% or greater) — Std met
A ratio less than 1:1 means that a local government does not have sufficient assets that can be quickly converted into cash to meet its immediate cash commitments. This may arise from a budget deficit from the past year, a Council decision to operate an overdraft or a decision to fund leave entitlements from next year's revenues.

Operating Surplus Ratio

$$\frac{\text{(Operating Revenue MINUS Operating Expense)}}{\text{(Own Source Operating Revenue)}}$$

Purpose:
This ratio is a measure of a local government's ability to cover its operational costs and have revenues available for capital funding or other purposes.

Standards:
Basic Standard is not met less than < 1% (< 0.01) — Below Std
Basic Standard between 1% and 15% (0.01 and 0.15) — Basic Std
Advanced Standard greater than > 15% (>0.15). — Adv Std

SHIRE OF PINGELLY
RESTRICTED CASH RECONCILIATION
31 January 2018

Restricted Grants/Funds Received	Projects	GL/Job Account	Total Restricted Funds	Actual Expenditure previous year 2015/16	Actual Expenditure previous year 2016/17	Actual Expenditure 2017/18	Restricted Funds Remaining
Health Department (WACHS)-claim 1	Aged Approp Accom Units	0860	272,727.27	5,456.91	197,609.67	69,660.69	0.00
Health Department (WACHS)-claim 2	Aged Approp Accom Units	PAA01	181,818.18	0.00	0.00	181,818.18	0.00
Health Department (WACHS)-claim 3	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	272,727.27	0.00
Health Department (WACHS)-claim 4	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	272,727.27	0.00
Health Department (WACHS)-claim 5	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	61,926.70	210,800.57
WDC Community Chest Funding-Sensory Garden	Aged Approp Accom Units	0861	20,000.00	0.00	0.00	0.00	20,000.00
Lotterywest Grant-Aged Sensory Space	Aged Approp Accom Units	PAA02	50,000.00	0.00	0.00	0.00	50,000.00
National Stronger Regions Funds claim 1	Recreation & Cultural Centre	11PR/PR01	777,719.00	0.00	777,719.00	0.00	0.00
National Stronger Regions Funds claim 2+Interest	Recreation & Cultural Centre	11PR/PR01	1,472,140.88	0.00	0.00	1,472,140.88	0.00
Lotterywest Grant $1,000,000 claim 1	Recreation & Cultural Centre	11PR/PR02	70,111.00	0.00	0.00	70,111.00	0.00
Dept of Sport & Rec $350,000 Claim 1	Recreation & Cultural Centre	11PR/PR03	87,500.00	0.00	87,500.00	0.00	0.00
Bendigo Bank-Pingelly Community Financial Service	Recreation & Cultural Centre	11PR/PR04	50,000.00	0.00	0.00	50,000.00	0.00
Contributions Other	Recreation & Cultural Centre	11PR/PR10	1,408.63	0.00	1,408.63	0.00	0.00
CBH Contribution Grass Roots Fund -playground	Recreation & Cultural Centre	11PR/PR11	10,000.00	0.00	0.00	0.00	10,000.00
Forestry Products Commission	Recreation & Cultural Centre	11PR/PR12	20,000.00	0.00	0.00	20,000.00	0.00
Unspent Loan 123 - TD01	Recreation & Cultural Centre	1703	1,011,229.06	0.00	0.00	1,011,229.06	0.00
Unspent Loan 123 - TD01 Funds in Muni Funds	Recreation & Cultural Centre	1703	500,000.00	0.00	161,980.70	91,338.25	246,681.05
Unspent Loan 123 - interest TD01 in Muni	Recreation & Cultural Centre		110,359.46	0.00	45,169.26	65,190.20	0.00
Unspent Loan 123 in Muni Fund -TD02	Recreation & Cultural Centre	1703	500,000.00	0.00	500,000.00	0.00	0.00
Unspent Loan 123 in Muni Fund interest TD02	Recreation & Cultural Centre		20,509.36	0.00	20,509.36	0.00	0.00
Unspent Loan 123 - TD03	Recreation & Cultural Centre	1703	504,432.90	0.00	0.00	100,582.46	403,850.44
DLGC PRACC Comm Dev Grant	Economic Services	1333/1398	18,000.00	0.00	0.00	10,000.00	8,000.00
Sub Total					1,840,970.62	3,749,451.96	949,332.06
Total Restricted Grant Funds							**949,332.06**

Available Cash		**GL/Job Account**	**Interest Rate**	**Term**	**Maturing**		**Balance**
Municipal Bank	Muni Fund Bank	0111	Variable	Ongoing	N.A.		1,734,017.64
Municipal Bank-National Stronger Regions TD	Muni Fund Bank TD	0111				CLOSED 1/12/17	0.00
Municipal Bank	Till Float SES	0112					50.00
Municipal Bank	Till Float	0113					200.00
Municipal Bank	Petty Cash on hand	0114					500.00
Municipal On Call Account	Muni Fund Bank On Call	0811	N.A.	closed	N.A.		0.00
Municipal Term Deposit 155081136	Unspent Loan 123	TD01	Transferred to Muni 30/1/2018		N.A.	CLOSED 30/1/18	0.00
Municipal Term Deposit 160509584	Unspent Loan 123	TD03	Transferred to Muni 2/1/2018		N.A.	CLOSED 31/12/17	0.00
Total Cash	NB : TD02 as at 30 March 17 brought into Muni funds as spent.						1,734,767.64
Less Restricted Cash	NB : TD01 as at 30 June 17 brought into Muni funds $500,000 and interest of $110,359.46 as spent.						(949,332.06)
Total Unrestricted Cash							**785,435.58**