

## COUNCIL POLICY

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### Local Planning Policy – Trading in Public Places

<b>Policy No:</b>	8.10
<b>Policy Subject:</b>	Local Planning Policy – Trading in Public Places
<b>Purpose:</b>	The purpose of this Policy is to provide direction to public traders and Shire staff in the processing of applications for trading in public places, in accordance with the Shire’s Trading in Public Places Local Law.

#### Scope

This policy applies to trading in public places and includes **fixed locations, market operators and alfresco dining**.

*Note: This Policy does not apply to trading proposals on private land.*

#### Objectives

The objectives of this policy are as follows:

- Locate traders in suitable public places, considerate of the commercial needs of established shops.
- To provide a clear set of controls for operators to trade under.

#### Fixed Location Trading

1. Fixed location trading may only be permitted for a maximum of two years, at locations defined in accordance with Annexure A.
  - A fixed trading location becomes available for reallocation if the trader ceases trading for a period of six months or advises that they wish to cease trading.
2. Traders must ensure that the trading location is always kept clean and tidy.
  - The permit holder is responsible for the disposal of all litter associated with the provision of the goods or services and the cleaning of the permit location.
  - Traders must provide adequately sized bins for patrons’ and business use and remove all rubbish from the approved location at the end of trade.
3. Traders shall depart from a trading location upon the direction of any person or body, authorised to carry out any works in the street, thoroughfare, local government property or public place in which the trader is situated.
4. Traders are to display the permit at all times while trading.
5. Traders shall not have any claim for compensation or damages because of any disruption to business.

6. Should trading be proposed during hours of darkness, adequate lighting is to be provided.
7. Two advertising signs are permitted at the location from which the business is conducted and shall not exceed 500mm in height nor 0.5 square metres in area. Signs are not to cause a nuisance or safety concern to pedestrians or vehicles. No permanent signage will be permitted in a public place.
8. Associated fixtures such as tables and chairs may be provided on-site at the discretion of the Shire.

### **Alfresco-Dining**

1. Applications for alfresco dining may only be submitted by proprietors of existing food premises who wish to extend their service area onto the adjacent footpath in front of their premises.
2. A proprietor approved to operate an alfresco dining area is required to indemnify the Shire in writing against any action taken against the Shire by a person injured or suffering loss due to the presence of the alfresco dining area.
3. The boundaries of an approved alfresco dining area are to be marked and maintained by the registered proprietor. Tactile directional tiles, removable railings or planter boxes may be required by the Shire, at the business proprietor's expense, to provide delineation to a dining area for the visually impaired.
4. Tables and chairs used in the alfresco dining area must be located no closer than 600 millimetres from the adjacent kerb to allow passengers to alight from vehicles.
5. A minimum 1800mm unobstructed thoroughfare is always maintained for pedestrians.
6. All patrons and furniture must remain within the delineated boundaries of the alfresco dining area. Tables, chairs and other furniture associated with the alfresco dining facility should generally be removable and stored inside the premises following the close of business. More permanent furniture may be permitted subject to a development application and building permit (if required).
7. Two advertising signs are permitted at the location from which the business is conducted and shall not exceed 500mm in height nor 0.5 square metres in area. Signs are not to cause a nuisance or safety concern to pedestrians or vehicles. No permanent signage will be permitted in a public place.

### **Market Operators**

1. Individual stalls operating at a market, other than stalls selling food, are covered by the market operator's licence - individual licencing fees will not be charged.
2. Stallholders proposing to operate a food stall, which will offer for sale to the public potentially hazardous food (e.g. sausage sizzles) are required to be registered under the provisions of the Food Act 2008.
3. All food products that are not for immediate consumption must be labelled in accordance with the relevant health regulations.

### Application Requirements:

1. Fixed location traders, Alfresco Dining and market operators, require a permit in accordance with the Shires Trading in Public Places Local Law.
2. Complete a Permit Application and fee payment.
3. Include a cover letter explaining the proposal:
  - Proposed location
  - Details of goods/services sold
  - Expected hours of operation
  - Statement against the relevant provisions of this Policy (including how the application is consistent with community interest)
4. Include a Management Plan detailing the following information:
  - Details as to how amenity of the public place(s) will be maintained
  - Details as to how the potential for public nuisance will be minimised
  - Details on waste generation and method(s) for ensuring location/s remains clean, tidy and free of litter
  - Details on the provision of power, water, gas or other servicing requirements
  - Any other information deemed relevant by the Shire of Katanning
5. Include details of the vehicle and trailer (if relevant) to be used in the proposed operation (photo's), as well as a site plan detailing where the vehicle/trailer will be stored when not in operation.
6. Include a copy of current public liability insurance to the value of \$20 million.
7. If food is sold, include a current copy of your *Food Act 2008* Certificate of Registration (noting the vehicles' internal fit-out must comply with the requirements of the *Food Regulations 2009*, applicable ASNZ Food Standards Codes and the Shire of Katanning Health Local Laws) is required.

### Definitions

- **Approved Location** means a location from which vendors can trade with Shire approval.
- **Approved Event** means a Shire of Katanning event that has been approved under the Shire's approval process.
- **Food Stall** means a stall from which any perishable or potentially hazardous food (other than fruit or vegetables), is sold or offered for sale.
- **Food Van** means any vehicle, caravan, trailer or other similar mobile structure selling or offering for sale any food and/or drink (excluding alcoholic beverages).
- **Market** means premises used for the display and sale of goods from stalls, food vans or similar by independent vendors.
- **Potentially Hazardous Food** means all prepared or cooked food which consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, crustaceans, molluscs, gravy, cooked rice and pasta or ingredients capable of supporting the growth of infectious or toxigenic micro-organisms.

- **Public Place** includes:
  - Any thoroughfare or place which the public is allowed to use whether or not the thoroughfare is on private property.
  - Local government property.
  - But it does not include premises on private property from which trading is lawfully conducted under a written law.
- **Stall** means a movable or temporarily fixed structure, stand or table in, on or from which goods or services are sold, hired or offered for sale or hire.
- **Stallholder** means a person in charge of a stall.
- **Trader** means businesses or individuals seeking to use public land to operate a business or for financial gain.
- **Trader's Permit** means a person who sells food, goods and/or services from a vehicle parked temporarily on the road/public place while they are parked.
- **Trading in Public Places** refers to the long-term or periodic occupation of Shire-controlled land for the purposes of either selling or displaying goods or providing services to customers.

**Legislation:**

- Food Act 2008
- Food Regulations 2009
- Australia New Zealand Food Standards Code
- Activities on Thoroughfares and Public Places and Trading Local Law 2011
- Local Government Property Local Law 2011
- Environmental Protection (Noise) Regulations 1997

**Resolution No:** OC/162/25

**Resolution Date:** 9 February 2026

**Amended:**

**Source:** Infrastructure and Assets

**Date of review:** Bi-annually

**Review Responsibility:** Chief Executive Officer

**Permit Application Form**

**Application to conduct a street stall or other structure for the purposes of trading in a public place.**

To the Chief Executive Officer, Shire of Katanning

I / we: .....

.....

(full name of applicant/s)

Of: .....

.....

(Residential address of applicant/s)

Business Name (as applicable): .....

ABN: .....

Applicant to produce a Certificate of Currency for public liability certificate to the value of \$20,000,000.  
(Copy of Public Liability Policy to be attached)

Type of structure (stall / van/ vehicle)

.....

Location where the trader is to trade (address of location)

.....

Registration number of vehicle: .....

Number of trading days: .....

Trading dates of permit sought: .....

*The permit holder indemnifies the local government in respect of any injury to any person or any damage to any property which may occur in connection with the use of the public place by the permit holder.*

..... Date .....

(signature of applicant)

**Fees**

Permit Application Fee: \$130.00 per annum

Licence Fee Including Vans: \$17.50 p/day

Licence Fee Including Vans: \$115.00 p/week

Licence Fee Including Vans: \$300.00 p/ye

### Annexure A: Fixed Trading Locations

LOCATION 1 – Corner Arbour St and Aberdeen St	
Trading Term	2 Years
Special Conditions	<ul style="list-style-type: none"> <li>• Operating hours limited from 6.30am to 6.30pm</li> <li>• Max two vans, one at each location shown</li> <li>• Vans located to allow for safe traffic movement throughout</li> </ul>
	

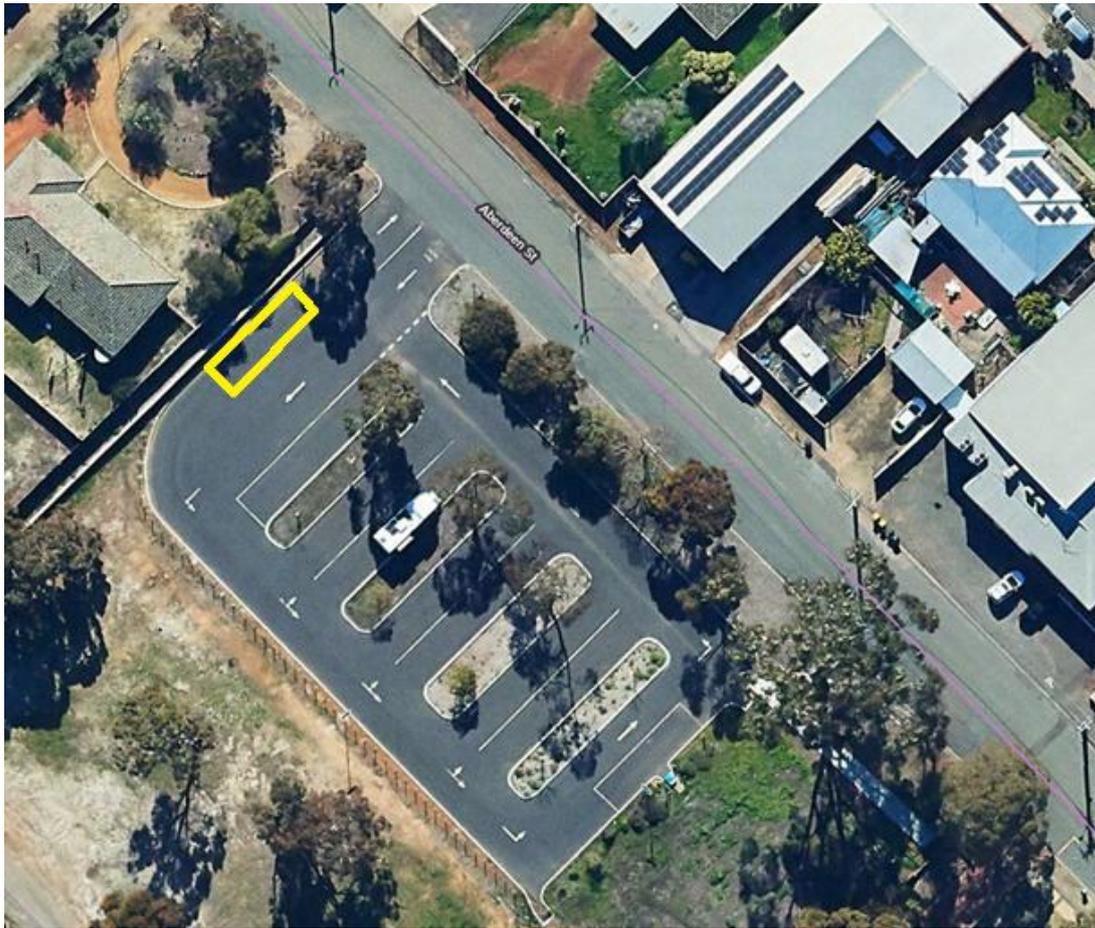
**LOCATION 2 – Tourist/Caravan Rest Parking Area – Aberdeen St**

**Trading Term**

**2 Years**

**Special Conditions**

- **Operating hours limited from 8am – 6pm**
- **Max one van at any one time**
- **Van located to allow for safe traffic movement throughout**



**LOCATION 3 – Corner of Bokarup St and Austral Tce**

**Trading Term**

**2 Years**

**Special Conditions**

- **Operating hours limited from 6am – 6pm**
- **Max two vans at any one time – one at each site identified by figure**
- **Vans located to allow for safe traffic movement throughout**



<b>LOCATION 4 – Lions Park</b>	
<b>Trading Term</b>	<b>2 Years</b>
<b>Special Conditions</b>	<ul style="list-style-type: none"> <li>• <b>Operating hours limited from 9am – 5pm</b></li> <li>• <b>Max three vans at any one time</b></li> </ul>



<b>LOCATION 5 – Piesse Park</b>	
<b>Trading Term</b>	<b>2 Years</b>
<b>Special Conditions</b>	<ul style="list-style-type: none"> <li>• <b>Operating hours limited from 9am – 5pm</b></li> <li>• <b>Max two vans at any one time – one at each site identified by figure</b></li> </ul>



## COUNCIL POLICY

### Lease / Licence of Community Assets

**Policy Number:** 2.10

**Policy Subject:** Lease / Licence of Community Assets

**Policy Statement:** ~~To provide a format whereby applications for the lease or licence to occupy a Council asset can be systematically assessed and performance managed in conjunction with the requirements of the Local Government Act 1995 sec 3.58.~~

~~The Shire of Katanning seeks to support community groups in increasing capacity and improving facilities within the Shire that result in the strengthening of community groups and provide equity for all community members and support people through all stages of life.~~

- ~~**Objectives:** 1) — To provide a format whereby applications for the lease or licence to occupy a Council asset can be consistently assessed and applied in conjunction with the requirements of the Local Government Act 1995 sec 3.58.~~
  - ~~— Create a framework to assess lease proposals.~~
  - ~~2) — Provide consistency and equity in the leasing of community assets.~~
  - ~~3) — Create a reasonable financial recovery from Council's assets with the use of rational and consistent fee calculations~~
  - ~~5) — Provide clarity and direction on Council's positions to organisations seeking lease or licence agreements with Council.~~
  - ~~6) — Improve Council's asset management practices.~~
  - ~~To ensure assets leased to community organisations are well maintained to maximise sustainability, promote safety and maximise community benefit.~~
  - ~~To minimise risk to the Shire, financial or litigious, resulting from community leases or licences.~~

**Guidelines:** 1) — All lease ~~and licence~~ proposals ~~and including~~ renewals will be forwarded to Council for consideration and endorsement.

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~~2) Fee calculations will commence at the Shire's minimum rate value and for not for profit community organisations, at 75% of the Shire's minimum rates.~~

- ~~1. 3) The Leases and licences will consider an organisation's historical use of land and buildings recognising capital contributions and community service provided.~~
- ~~2. 4) Tenure periods will be recommended capped to a maximum of 10 years (including options).~~
- ~~3. Lease or licence terms agreements are to be based on contemporary legal advice.~~
- ~~4. The table at Appendix 1 will be used to determine lease or licence conditions and responsibilities of each party. The Council reserves the right to vary these conditions where it considers appropriate to do so.~~
- ~~5. A lease between the organisation and the Council will be considered where the organisation has exclusive use of the facility.~~
- ~~6. A licence to occupy arrangement will be considered where the organisation does not have exclusive use of the facility.~~

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#### **Nature and Types of Leases**

##### 1. Community Lease

This classification will be used for

- -incorporated, not for profit associations providing a locally based community service or sporting and recreational club which are primarily volunteer run
- Have limited financial capacity with annual turnover less than \$50,000
- Deliver direct and ongoing community benefit within the Shire.

It does not include

- Religious Organisations,
- Not for Profit organisations with annual turnover of more than \$50,000 per annum.

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~~The lease or licence fee payable by these associations will be 75% of the Shire's minimum rates, or as negotiated by management and approved by Council.~~

~~Lease or licence terms are to be based on contemporary legal advice.~~

##### 2. Government or Commercial Lease

~~All other organisations will be regarded as commercial entities.~~

~~Council may nominate a lease or licence fee but if agreement to a fee cannot be negotiated, at its discretion, Council may appoint an approved valuer to determine the annual lease or licence fee.~~

~~Properties included within the commercial category will be leased or licenced in accordance with the provisions of section 3.58 of the Local Government Act 1995.~~

~~This category of lease will include~~

- ~~• Government Departments and organisations that are a Statutory body, Commonwealth, State or Local Government or Agency.~~
- ~~• Not for Profit Organisations with turnover greater than \$50,000 per annum.~~
- ~~• Organisations the employ predominantly paid staff.~~
- ~~• Organisations that operate at regional state or national level.~~
- ~~• Organisations that compete with private sector providers.~~

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~~When determining an application for a lease or licence Council will consider the following;~~

- ~~• The organisational structure of the applicant.~~
- ~~• Compliance with all relevant legislation and all required approvals are in place.~~
- ~~• The intended purpose and activities of the organisation at the premises.~~

#### Other requirements

- any party offered a lease or licence must obtain public liability insurance for a minimum cover of \$20,000,000.
- Depending on land tenure, the lease or licence may require the approval of the Minister for Lands.
- Any cost associated with registration of the lease or licence, advertising or valuation will be borne by the lessee or licensee.

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#### *Tenure Periods*

The maximum lease or licence obtainable from the Shire of Katanning is 10 years (inclusive of any option periods).

#### *Inspection*

Leased & licenced premises will be subject to regular site inspections to confirm the maintenance program is being delivered in accordance with the lease or licence agreement.

#### Lease Fees

Community Leases - \$100 per annum or as determined by the Council

Government or Commercial Leases – market rate as determined by valuer

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#### *Exclusions*

This policy is not applicable to staff housing.

Council reserves the right to vary or refuse concessions where exceptional circumstances apply.

Sub-leasing or unauthorised commercial use of Shire property may result in the withdrawal of concessions

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**Resolution No:** Ordinary Council OC294/03

**Resolution Date:** 25 June 2003

**Amended:**

23 September 2009	OC43/10
22 October 2014	OC/106/14
27 March 2018	OC29/18
22 December 2022	OC159/22
18 December 2024	OC174/24

**Source:** Manager of Finance

**Date of Review:** October annually

**Responsibility:** Executive Manager Corporate Services

## Appendix 1 - Shire of Katanning Property Management Framework

Maintenance Item	Community Lease	Parties Obligations
		Government or Commercial Lease
Emergency and exit lighting systems and emergency doors	Lessor	Lessor
Fire protection equipment	Lessor	Lessor
RCD protections	Lessor	Lessor
Test and tagging of electrical equipment	Lessee	Lessee
Pests control - annual termite inspection and baiting	Lessor	Lessor
Pests control - other vermin	Lessee	Lessee
cleaning	Lessee	Lessee
malicious damage and break in	Lessor	Lessee responsible for excess
vandalism / graffiti	Lessor	Lessee
Security Monitoring	Lessee	Lessee
keys	Lessor to provide one set, copies at Lessees cost	Lessor to provide one set, copies at Lessees cost
painting - interior (make good at end of lease term)	Lessee	Lessee
painting - exterior	Lessor	Lessor
Electrical including lighting - maintain, replace, repair	Lessee	Lessee
cupboards, blinds, curtains, mirrors	Lessee	Lessee
carpet replacement	Lessor	Lessee
other flooring replacement	Lessor	Lessee
bathrooms including drains, sinks, taps	Lessee	Lessee
HW system service	Lessee	Lessee
HW system replacement	Lessor	Lessee
Plumbing - maintain, repair, clean, service	Lessee	Lessee
Plumbing - replace	Lessor	Lessor
Airconditioning - maintain, repair, clean, service	Lessee	Lessee
Airconditioning - replace	Lessor	Lessor
oven vents	Lessee	Lessee
Appliance Replacement - (if supplied by Shire)	Lessor	Lessor
roof	Lessor	Lessor
eaves, gutters, downpipes - cleaning	Lessee	Lessee
eaves, gutters, downpipes - replacement, painting	Lessor	Lessor
gardens and surrounds including tree maintenance	Lessee	Lessee
turf	Lessee	Lessee
carparks and walkways	Lessee	Lessee
roller doors - servicing and repair	Lessee	Lessee
roller doors - replacement	Lessor	Lessor
pollution	Lessee	Lessee
bore and pump	Lessee	Lessee
structural improvement	Lessor	Lessor
<b>Outgoings</b>		
Rates, charges, taxes and rubbish collection	Lessee	Lessee
water rates, drainage, sewer rates, and water consumed	Lessee	Lessee
Emergency Services Levy	Lessee	Lessee
phone, electricity, internet, power and light charges	Lessee	Lessee
Insurance Excess arising from insurance obtained by the Lessor	Lessee	Lessee
Registration and preparation of Lease Fee if applicable	Lessee	Lessee
Lease Fee	\$100 Per annum	market rates as determined by valuer

## COUNCIL POLICY

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### Data Breach Response Policy & Procedure

**Policy No:**

**Policy Subject:** Data Breach Response Policy & Procedure

**Objectives:**

The Privacy Amendment (Notifiable Data Breaches) Act 2017 established a Notifiable Data Breaches scheme in Australia which requires organisations covered by the *Australian Privacy Act 1988* (the Act) to notify any individuals likely to be at risk of serious harm by a data breach.

As required by the Act, this Data Breach Response Policy and Procedure outlines definitions, sets out the procedure and clear lines of authority for the Shire of Katanning staff in the event that the Shire of Katanning experiences a data breach, or suspects that a data breach has occurred.

**Scope:**

A data breach occurs when personal information is lost or subjected to unauthorised access, modification, use or disclosure or other misuse. Personal information is information or an opinion about an identified or reasonably identifiable individual.

Not all data breaches require notification. The Notifiable Data Breaches (NDB) scheme only requires organisations to notify when there is a data breach that is likely to result in serious harm to any individual to whom the information relates.

The procedure attached to this policy facilitates the assessment of the breach and what action is required.

**Policy Statement:**

The Shire of Katanning is committed to protecting the privacy of personal information it records, in accordance with the *Australian Privacy Act 1988*.

**Legislative and Strategic Context:**

The following Federal legislation provides a broad framework within which this policy operates:

- *Australian Privacy Act 1988*
- *Privacy Amendment (Notifiable Data Breaches) Act 2017*

**Review Position and Date**

This policy and procedure must be reviewed every two years.

**Associated Documents**

Documents & resources that have a bearing on this policy and that may be useful reference material for users of this policy, can be sourced from the [www.oaic.gov.au](http://www.oaic.gov.au) website and via the following link;

- [Preventing data breaches: advice from the Australian Cyber Security Centre](#)

## Definitions

Key terms and acronyms used in the policy, and their definitions:

- **Data Breach** – data is released in error. For example, a spreadsheet of names and addresses.

## Procedures

### A: Data Breach Response Team

The following roles make up the Data Breach Response Team

- Executive Manager of Corporate Services
- Managed services (IT) provider
- Coordinator Administration
- CEO PA (minute taker)

### B: Data Breach Response Procedure

If any Shire of Katanning staff member suspects or becomes aware of a data breach, this procedure is activated.

#### Step 1: Contain Data Breach and complete preliminary ASSESSMENT

The first step is to contain the data beach and complete the preliminary assessment;

<input type="checkbox"/>	The Executive Manager of Corporate Services is notified immediately when a suspected data breach is identified.
<input type="checkbox"/>	The Managed Services (IT) provider is advised of the suspected data breach and takes responsibility for the successful containment of the data breach.
<input type="checkbox"/>	The Managed Services (IT) provider provides updates as requested.
<input type="checkbox"/>	Executive Manager of Corporate Services takes responsibility for preliminary assessment process and ensures information is clearly documented and evidence is preserved, including. <ul style="list-style-type: none"><li>• the date, time, duration and location of the breach</li><li>• the type of personal information involved in the breach</li><li>• how the breach was discovered and by whom</li><li>• the cause and extent of the breach</li><li>• a list of the affected individuals, or possible affected individuals</li><li>• the risk of serious harm to the affected individuals</li><li>• other risks to the Shire of Katanning</li></ul>
<input type="checkbox"/>	Executive Manager of Corporate Services convenes a meeting of the Data Breach Response Team (regardless of outcome of preliminary assessment)

**Step 1**  
**Contain data breach & complete preliminary assessment**

**Step 2: EVALUATION of a suspected Data Breach**

Evaluate the suspected data breach based on the information and evidence available;

<input type="checkbox"/>	<p>Executive Manager of Corporate Services presents the results of the preliminary assessment to the Data Breach Response Team at meeting that is minuted.</p>
<input type="checkbox"/>	<p>Data Breach Response Team reviews the information and evidence presented. In principle, if the...</p> <ul style="list-style-type: none"> <li>• data breach is confirmed to have taken place and</li> <li>• there is unauthorised access to or unauthorised disclosure of personal information, or a loss of personal information, that the Shire of Katanning holds</li> <li>• this is likely to result in serious harm to one or more individuals, and</li> <li>• the Shire of Katanning hasn't been able to prevent the likely risk of serious harm with remedial action</li> </ul> <p>...then the Data Breach is confirmed and Steps 3 &amp; 4 of this procedure should be completed.</p> <p><i>Further information on determining data breaches is available on the Office of the Australian Information Commissioner website</i></p> <p><a href="https://www.oaic.gov.au/privacy/notifiable-data-breaches/when-to-report-a-data-breach/">https://www.oaic.gov.au/privacy/notifiable-data-breaches/when-to-report-a-data-breach/</a></p>
<input type="checkbox"/>	<p>Data Breach Response Team assesses risks and priorities</p>
<input type="checkbox"/>	<p>Keep appropriate records of the suspected breach and actions of the Response Team, including the steps taken to rectify the situation and the decisions made.</p>



**Step 3: NOTIFICATION of a confirmed Data Breach**

Notify affected individuals and government agencies.

<input type="checkbox"/>	Confirm the notification list; <ul style="list-style-type: none"><li>• Individuals affected</li><li>• Shire of Katanning stakeholders (Executive Management Team, Elected Members)</li><li>• Office of the Australian Information Commissioner</li><li>• Shire of Katanning Insurers</li><li>• WALGA</li><li>• WA Police</li><li>• <i>Other organisations as required</i></li></ul>
<input type="checkbox"/>	Draft and agree the notification messages
<input type="checkbox"/>	Send the notification messages through most appropriate medium (letter, email etc.).

**STEP 3**  
**Consider breach notifications**

**Step 4: Lessons Learnt / Future Data Breach Prevention.** The last step is to prevent further data breaches.

<input type="checkbox"/>	Fully investigate the cause of the breach.
<input type="checkbox"/>	Take action to ensure further data breaches do not occur <ul style="list-style-type: none"><li>• update security and response plan if necessary</li><li>• make appropriate changes to policies and procedures if necessary</li><li>• revise staff training practices if necessary</li><li>• consider the option of an audit to ensure necessary outcomes are affected</li></ul>
<input type="checkbox"/>	Report outcomes and recommendations: <ul style="list-style-type: none"><li>• Shire of Katanning stakeholders (ICT Steering Committee, Executive Management Team, Elected Members)</li></ul>

**STEP 4**  
**Review the incident and take action to prevent future breaches**

**C: Record keeping**

Records should be maintained throughout the Data Breach Response process including responses from individuals and organisations that were notified.

**Resolution No:**

**Resolution Date:**

**Amended:**

**Review Frequency**      Biennially

**Responsible Officer**      Executive Manager Corporate Services



## COUNCIL POLICY

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### Privacy Policy

#### Policy No:

#### Policy Statement:

The Shire of Katanning values the privacy of our residents, customers, and stakeholders. We are committed to handling personal information with care, honesty and transparency. Protecting privacy is a key part of how we deliver services and maintain trust in everything we do.

#### Objectives:

This policy explains how the Shire of Katanning manages personal information. It sets out clear rules to make sure data is handled legally, ethically and respectfully. It follows privacy laws and supports good public service while protecting people's privacy.

#### Scope

This policy applies to everyone who works with or for the Shire, including:

- Elected members.
- Employees.
- Contractors and service providers.
- Volunteers.
- External partners.

It covers anyone who handles information on behalf of the Shire.

#### Implementation

The following outlines how the Shire of Katanning puts its privacy commitment into practice. These statements reflect the Shire's approach to managing personal information responsibly, in line with legal obligations and community expectations.

#### Roles and Responsibilities

##### All Employees, Contractors, Volunteers, and Elected Members

- Must understand the Shire's privacy and confidentiality rules and how they apply to their work.
- Must report any data breaches or privacy risks as soon as they are identified.

##### Data Breach Response Team

- Activated according to the Shire's Data Breach Response Policy.
- Responsible for containing the breach, fixing the issue and restoring services.

#### Information Collection

The Shire of Katanning collects personal information from staff, residents, customers and stakeholders to deliver services and carry out its functions.

Types of information collected include:

- Name and address
- Phone number and email
- Next of kin
- Gender
- Signature
- Date of birth
- Driver's licence & personal image
- Bank account details
- Health information
- Police clearance
- Tax File Number

Information may be collected through:

- Paper forms
- Online forms
- Recorded meetings
- CCTV

This information is only used for the reason it was collected. If another agency is involved, such as a State Government department, you will be informed.

### **Automatically Collected Information**

When you interact with the Shire through social media (e.g. Facebook, LinkedIn, Instagram), your information may be used to help improve communication. These platforms have their privacy policies.

The Shire's website may use cookies and collect anonymous data such as browser type, IP address and pages visited. This helps us to understand website traffic and improve services.

Clickstream data (your path through the website) may also be recorded for statistical purposes. No attempt is made to identify users unless the data is required for investigation or security.

Cookies used by the Shire are session-based and deleted when you close your browser. You can block cookies in your browser settings.

Links to external websites are provided for convenience. The Shire is not responsible for the privacy practices of these third-party sites.

### **Use and Disclosure**

The Shire only uses personal information for the purpose it was collected or for related purposes you would reasonably expect. This includes:

- Managing rates and local government records.
- Providing information about Shire services.
- Delivering appropriate services and facilities.
- Managing permits, billing, animal ownership, parking, and development applications.

Unique identifiers created by the Shire are used only within internal systems and are not shared externally. Information is stored securely in line with the [State Records Act 2000](#) (WA).

### **Sharing**

The Shire does not share personal information outside Australia unless required by law. Information may be shared if:

- Required under the [Freedom of Information Act 1992 \(WA\)](#)
- Ordered by a court or required or authorised by law
- Needed to complete the purpose for which it was collected
- Needed to recover money owed to the Shire
- You have given consent

Information is protected under laws such as the [Crime Act 1914](#) (Cth) and the [Public Service Act 1999](#) (Cth).

## Public Registers

The Shire only shares information from public registers for purposes related to the register. Anyone requesting this information must complete a statutory declaration explaining how it will be used.

## Anonymity

You can remain anonymous when dealing with the Shire unless the law requires your identity or it is impractical to proceed without it.

## Access and Complaints

You can ask to update or access your personal information. In most cases, this is handled informally. If needed, you can make a formal request under the Freedom of Information Act 1992 (WA).

To request access or updates, complete the form at:

- [freedom-of-information-statement-2020](#) and email it to [admin@katanning.wa.gov.au](mailto:admin@katanning.wa.gov.au).

You will need to provide ID.

To make a complaint, use the form assessable by clicking on the following link:

- [Report a problem » Shire of Katanning](#)

## Legislative and Strategic Context

### Informing Legislation

- **Crime Act 1914 (Commonwealth)**  
<https://www.legislation.gov.au/C1914A00012/2021-02-17/text>
- **Privacy Act 1988 (Commonwealth)**  
<https://www.legislation.gov.au/C2004A03712/latest/text>
- **Freedom of Information Act 1982 (Commonwealth)**  
<https://www.legislation.gov.au/C2004A02562/latest/text>
- **Public Service Act 1999 (Commonwealth)**  
<https://www.legislation.gov.au/C2004A00538/latest/text>
- **State Records Act 2000 (Western Australia)**  
[https://www.legislation.wa.gov.au/legislation/statutes.nsf/law\\_a2037.html](https://www.legislation.wa.gov.au/legislation/statutes.nsf/law_a2037.html)
- **Privacy Amendment (Notifiable Data Breaches) Act 2017 (Commonwealth)**  
<https://www.legislation.gov.au/C2017A00012/asmade/text>
- **Public Service Regulations 2023 (Commonwealth)**  
<https://www.legislation.gov.au/F2023L00368/latest/text>
- **Privacy and Responsible Information Sharing Act 2024 (Western Australia)**  
[https://www.legislation.wa.gov.au/legislation/statutes.nsf/law\\_a147470.html](https://www.legislation.wa.gov.au/legislation/statutes.nsf/law_a147470.html)

### State Government Frameworks:

- **Privacy and Responsible Information (PRIS):** The PRIS framework includes 11 Information Privacy Principles (IPPs) that guide how organisations in Western Australia must handle personal information. Summary of the 11 IPPs:
  - **Collection of Personal Information:** Must be lawful, fair, and necessary for the organisation's work.
  - **Source of Personal Information:** Should be collected directly from the person unless that's not practical.
  - **Notification of Collection:** People must be told what's being collected, why, and what their rights are.
  - **Use and Disclosure:** Information must only be used or shared for the reason it was collected, unless an exception applies.
  - **Data Quality:** Reasonable steps must be taken to keep information accurate, complete, and current.
  - **Data Security:** Information must be protected from misuse, loss, or unauthorised access.

- **Access to Personal Information:** People have the right to see their personal information, with some exceptions.
- **Correction of Personal Information:** People can ask for corrections to make sure their information is accurate.
- **Identifiers:** Limits apply to using government-issued identifiers (like Medicare numbers).
- **Anonymity and Pseudonymity:** People should be able to stay anonymous or use a pseudonym where possible and legal.
- **Cross-border Disclosure:** Information must not be sent outside WA unless proper protections are in place.

### Informing Government Websites

- **What is a privacy policy?** *A privacy policy is a clear statement that explains how an organisation or government agency handles your personal information. It must be written in simple language and made easily available—on a website, in print, or on a mobile device screen.*
- **Source:** <https://www.oaic.gov.au/privacy/your-privacy-rights/your-personal-information/what-is-a-privacy-policy>

### Informing the Shire of Katanning's Policies

- **Record Keeping Plan (as amended):**
  - **What is the Recordkeeping Plan?** *The Recordkeeping Plan outlines how the Shire creates, manages, stores, and disposes of its records. It ensures that all records are handled properly and meet legal and operational standards.*
  - **Purpose and Legal Context:** *The plan is required under Section 28 of the State Records Act 2000 (WA). It must be reviewed at least every five years and approved by the State Records Commission. The plan helps the Shire to meet its obligations for transparency, accountability, and service delivery.*
  - **Link:** <https://www.katanning.wa.gov.au/documents/11359/record-keeping-plan-2021>
- **Data Breach Response Policy & Procedure:**
  - **What Is the Data Breach Response Policy?** *This policy outlines how the Shire of Katanning responds to actual or suspected data breaches. It ensures that personal information is protected and that any serious risks to individuals are managed quickly and responsibly.*
  - **Legal Framework:** *The policy follows the Privacy Act 1988 and the Privacy Amendment (Notifiable Data Breaches) Act 2017, which require organisations to notify individuals if a data breach is likely to cause serious harm.*

### Review Position and Date

This document is to be reviewed annually.

### Definitions

- **Personal Information:** Personal information is any detail or opinion, true or not, written down or not, that relates to a person who can be identified, either directly or indirectly. This includes both living and deceased individuals. Examples of personal information include:
  - A person's name, date of birth, or address.
  - A unique identifier, online username, or pseudonym.
  - Contact details like phone number or email.
  - Location data showing where someone is or has been.
  - Technical or behavioural data about someone's activities, preferences, or identity.
  - Inferred information, such as predictions about someone's behaviour or preferences, or profiles created from combined data.
  - Details about a person's physical, mental, genetic, economic, cultural, or social identity.
- **Sensitive Personal Information:** Sensitive personal information is a special category of personal data that needs extra protection. It includes:
  - Personal Identity and Beliefs.
  - Race or ethnic background.
  - Gender identity (especially if it differs from sex assigned at birth).
  - Sexual orientation or practices.
  - Political views or membership in a political group.
  - Religious beliefs or affiliations.
  - Philosophical beliefs.
  - Membership in a professional or trade association.
  - Membership in a trade union.

- Criminal history.
- **Health and Biological Data**
  - Health information.
  - Genetic or genomic data (not related to health).
  - Biometric data (like fingerprints or facial recognition).
- **Inferred Sensitive Information**
  - Any other information that could reasonably reveal one of the above categories.
- **Cookies:** Small files stored on your device to help websites remember your visits and activity.
- **Unique Identifiers:** Numbers or codes used to identify and track people or things, such as:
  - Tax File Number, Driver's Licence, Passport Number
  - IP Address, MAC Address
  - Employee ID, Customer ID
  - Barcodes, QR Codes, Vehicle Identification Numbers
  - Medicare Number, Health Record Number
- **Automated Decision-Making:** When systems make decisions using data and rules without human input, often used to improve services.
- **De-identification / Obfuscation:** Removing or replacing personal details with codes so data can be used without revealing identities.

**Resolution No:** Ordinary Council

**Resolution Date:**

**Date of review:** Biennially

**Responsible Officer** Executive Manager Corporate Services

## COUNCIL POLICY

### Equal Opportunity

<b>Policy No:</b>	3.1
<b>Policy Subject:</b>	Equal Opportunity
<b>Objectives:</b>	To outline the principles of Equal Opportunity as legislated under the Equal Opportunity Act 1984 for all individuals who have dealings with Council to ensure that everyone is treated fairly.
<b>Policy Statement:</b>	This Shire recognises its legal obligations under the <i>Equal Opportunity Act 1984</i> and will actively promote equal employment opportunity and diversity based solely on merit to ensure that discrimination does not occur on the grounds of gender, age, marital status, pregnancy, race, disability, and religious or political convictions. This policy applies to all elected members, employees and contractors to the Shire.

All employment training with the Shire will be directed towards providing equal opportunity to all employees provided their relevant experience, skills and ability meet the minimum requirements for such training.

All promotional policies and opportunities with this Shire will be directed towards providing equal opportunity to prospective employees and engaging a diverse workforce provided their relevant experience, skills and ability meet the minimum requirements for engagement.

~~This Shire will not tolerate harassment within its workplace. Harassment is defined as any unwelcome, offensive action or concerning a person's race, colour, language, ethnicity, political or religious convictions, gender, marital status or disability.~~

The equal employment opportunity and diversity goals of this Shire are designed to provide an enjoyable, challenging, involving, harmonious work environment for all employees where each has the opportunity to progress to the extent of their ability.

~~Ideally, our~~ objective is for our workforce to reflect a diverse demographic that includes a broad range of age groups, abilities and cultural backgrounds while meeting the skill requirements of the organisation. The Shire recognises the value of differences in staff profiles as well as similarities; strives to adopt an inclusive approach and appreciates that a diverse workforce may adapt more readily to the changing expectations and needs of the community.

The CEO is responsible for developing and implementing procedures, practices or guidelines to deal with harassment, perceived harassment or discrimination.

**Commented [DB1]:** Shouldn't this be part of another policy, i.e. bullying and harassment?

**Commented [DB2]:** What are the goals?

**Commented [DB3]:** Ideally???

<b>Resolution No:</b>	Committee Ordinary Council	A8/97 FC44/97
<b>Resolution Date:</b>	25 July 1996	
<b>Amended:</b>	26 November 2003 22 October 2014 24 July 2018	OC79/04 OC106/14 OC92/18
<b>Source:</b>	Risk Management and Workplace	
<b>Date of review:</b>	October annually	
<b>Review Responsibility:</b>	HR Coordinator	

## COUNCIL POLICY

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### Reimbursement of Elected Member Expenses

- Policy No:** 4.2
- Policy Subject:** Reimbursement of Elected Member Expenses
- Objectives:** To reimburse Councillors on an equitable basis for expenses incurred as a result of carrying out [Official](#) duties.
- Policy Statement:** That elected members receive reimbursement of expenses incurred whilst attending the following:
- Council and Committee meetings held in accordance with the provisions of the *Local Government Act 1995*
  - Any function or meeting as an appointed representative of the Council where specifically authorised by the Council
  - Mandatory elected member training
  - Conferences and training sessions specifically authorised by the Council
  - Any official social function organised by, or on behalf of, the Shire of Katanning
- Guidelines:**
- Travel**
- Reimbursement for the use of a private vehicle is to be set in accordance with the rate applicable under the Australian Taxation Office
  - Where a Councillor is a member of an external committee and reimbursement of expenses is a condition of the membership, reimbursement of expenses will not be provided by the Council
  - If a Council vehicle is made available and not utilised, no expenses will be reimbursed for the use of a private vehicle
- Accommodation**
- Accommodation will be booked and paid directly by the Shire through the Office of the Chief Executive Officer.
  - Incidental meals and parking expenses will be reimbursed provided that all receipts are presented. Any unforeseen or additional expenses incurred will be paid only with respect to each individual claim at the discretion of the Chief Executive Officer in consultation with the Shire President.
  - Refreshments consumed with meals will be reimbursed

### Conferences

- Where conference attendance is authorised by the Council, all conference attendance costs will be paid/reimbursed. When determining costs of a conference or seminar all costs associated with attendance including travel, accommodation, meals, telephone, and other expenses, within reason and supported by receipts, to be included and paid for by Council
- Reimbursement for partners of members will be limited to
  - All meal costs
  - Accommodation, where such does not incur any additional expenditure for the Council
  - Any official social functions included on the official program of the conference
  - All events listed on the partner's itinerary

### Training

- Council will fund all costs, including registration, travel, accommodation and meals for attendance at authorised Councillor's training including all costs associated with mandatory Council Member Essentials training and up to a maximum of four modules of the Elected Member Development Program, in any one financial year.

### Childcare

- Childcare will be reimbursed as per the Salary and Allowances Tribunal determination.

### Other:

Accommodation requirements, wherever possible, are to be arranged in advance by the Chief Executive Officer and confirmed by an official purchase order. With regard to all other expenses, receipts are to be submitted to the Chief Executive Officer for reimbursement. All arrangements for training should be made through the Office of the Chief Executive Officer.

<b>Resolution No:</b>	Committee	A488/96
	Ordinary Council	FC312/96
<b>Resolution Date:</b>	27 June 1996	
<b>Amended:</b>	23 November 2000	OC130/01
	28 November 2002	OC86/03
	26 November 2003	OC79/04
	28 November 2012	OC278/12
	22 October 2014	OC106/14
	24 July 2018	OC92/18
	23 November 2021	OC151/21

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24 February 2026 OC

**Source:** Council and Elected Members

### Review

**Responsibility:** Chief Executive Officer

## COUNCIL POLICY

### Councillor Retirement – Gift/Function

**Policy No:** 4.3

**Policy Subject:** Councillor Retirement – Gift/Function

**Objectives:** To show appreciation to Councillors who have made contributions to the Council and the community.

**Policy Statement:** Upon ~~retirement of a Councillor, an official presentation ceasing to be an Elected Member, a~~ function shall be held to recognise the Councillor's service to the Council. ~~Where more than one Councillor is ceasing to be an Elected Member a single function will~~ may jointly recognise their service.

A gift to a maximum value of \$150 shall be presented to the Councillor after a minimum of two years of service.

In the event a Councillor has also served as Shire President, ~~an additional presentation may be made, the gift provided will be~~ as considered appropriate by the Council.

~~The gift will comprise of a timber. Each former Elected Member will be presented with a plaque, that includes the Shire's crest and notes both the length of service, and roles undertaken by the Councillor.~~

**Resolution No:** Committee A8/97  
Ordinary Council FC44/97

**Resolution Date:** 25 July 1996

**Amended:** 26 November 2003 OC79/04  
22 October 2014 OC106/14  
24 July 2018 OC92/18  
23 November 2021 OC151/21

24 February 2026 OC

**Source:** Council and Elected Members

**Review**

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**Responsibility:** Chief Executive Officer

## COUNCIL POLICY

### Councillor Attendance at Local Government Convention

<b>Policy No:</b>	4.5	
<b>Policy Subject:</b>	Attendance at Local Government Convention	
<b>Objectives:</b>	To recognise the importance of providing Councillors with the opportunity to meet fellow Councillors from other Local Authorities and to participate in a <del>state</del> <del>widestatewide</del> forum on issues relevant to Local Government.	
<b>Policy Statement:</b>	That Council <del>make a provision in each annual budget to cover</del> <del>provide within each financial year budget for</del> the cost of <u>the President, Deputy President and two Elected Members</u> <del>Council delegates</del> to attend the Local Government Convention.	
<b>Guidelines:</b>	<p><del>1) Council will meet the cost of attendance at the Local Government Convention for a maximum of five</del> <u>our</u> <del>delegates to represent the Shire,</del> <u>being the Shire President + four other Councillors.</u> <del>Preference will be given to Councillors who did not attend the previous year if more than four Councillors express an interest in attending.</del></p> <p><del>2) For the convention occurring immediately after this policy is approved, Elected Members will be called to nominate their interest to attend and if more than two Elected Members nominate, the two delegates will be selected by drawing names "from a hat", and selected.</del> <u>Elected Members will be given the opportunity to attend the Convention on a rotational basis.</u></p> <p><del>3) The nominated person will be repeated for subsequent years except that Elected Member who attended the last convention are ineligible.</del></p> <p><u>24)</u> Bookings to the Conference/Hotel shall be made as soon as notice is given of the venue/conference in order to avoid problems with accommodation.</p>	
<b>Resolution No:</b>	Committee	A8/97
	Ordinary Council	FC44/97
<b>Resolution Date:</b>	25 July 1996	
<b>Amended:</b>	24 June 1999	FC287/99
	28 February 2002	OC205/02
	28 November 2002	OC86/03
	24 August 2005	OC32/06

23 September 2009	OC43/10
22 October 2014	OC106/14
24 July 2018	OC92/18
23 November 2021	OC151/21
<a href="#">24 February 2026</a>	<a href="#">OC</a>

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**Source:** Council and Elected Members

**Review**

**Responsibility:** Chief Executive Officer

## COUNCIL POLICY

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### Donation Requests

<b>Policy No:</b>	4.6	
<b>Policy Subject:</b>	Donation Requests	
<b>Objectives:</b>	To streamline Council decision making and provide criteria for approving donations up to \$500 GST exclusive.	
<b>Policy Statement:</b>	To give guidance to the Chief Executive Officer to make decisions on donation requests up to the value of \$500 GST exclusive.	
<b>Guidelines:</b>	<ol style="list-style-type: none"> <li>1) The Chief Executive Officer is delegated authority to approve donation requests up to \$500 GST exclusive, in accordance with Council's budget and the eligibility criteria listed below.</li> <li>2) Donation requests over \$500 GST exclusive are to be referred to Council for authorisation.</li> <li>3) A monthly report is to be provided in the Councillor's Information Bulletin advising of accepted and rejected donation requests.</li> </ol> <p><u>Eligibility:</u></p> <ol style="list-style-type: none"> <li>a. The request must come from a local community organization or an incorporated local sporting organisation and must be for community benefit;</li> <li>b. The organization must be a non-profit organization.</li> </ol>	
<b>Resolution No:</b>	Finance & Policy Committee	FP11/02
	Ordinary Council	OC16/02
<b>Resolution Date:</b>	24 July 2001	
<b>Amended:</b>	26 November 2003	OC79/04
	23 August 2006	OC21/07
	26 September 2012	OC244/12
	22 October 2014	OC106/14
	24 July 2018	OC92/18
	26 November 2019	OC311/19
	23 November 2021	OC151/21
	<u>24 February 2026</u>	<u>OC</u>
<b>Source:</b>	Council and Elected Members	
<b>Review</b>		

**Responsibility:** Chief Executive Officer

# **Great Southern Voluntary Regional Organisation of Councils**

Memorandum of Understanding

2025 - 2029

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## **AGREEMENT**

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This agreement is between the following Participating Local Governments.

Member 1

Member 2

Member 3

Member 4

Member 6

Member 7

Member 8

Enter into a memorandum of understanding dated .....2025 to recognise the cooperation and shared goals of the member councils.

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## **NAME**

The name of this voluntary regional organisation is the Great Southern Voluntary Regional Organisation of Councils (Great Southern VROC)

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## **PURPOSE**

The purpose for which Great Southern VROC is established is to collaborate to create value.

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## **OBJECTIVES**

The Great Southern VROC's objectives are to;

- a. enhance and assist in the advancement of the Region;
- b. encourage cooperation and resource sharing on a regional basis;

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## **ORGANISATION**

### **Appointment of Members**

- a. A Participating Local Government is to appoint one of its councillors to be the voting Member of the Great Southern VROC.
- b. A Participating Local Government may appoint up to an additional two of its councillors as Deputy Members who may attend and contribute to each meeting but who will not have a voting right unless the appointed Member is absent.
- c. A Participating Local Government has one vote.

### **Observers**

The CEO of a Participating Local Government is expected to attend and contribute to Great Southern VROC meetings but does not get a vote.

### **Tenure of Members of Great Southern VROC**

A Member of Great Southern VROC shall hold office until either;

- The Member ceases to be a councillor of the Participating Local Government.
- The Member is removed by the Participating Local Government.

### **Election of Chairperson and Deputy Chairperson**

The Members of the Great Southern VROC shall elect the Chairperson and Deputy Chairperson.

At the first meeting of the Great Southern VROC following a local government election, Members shall elect a Chairperson and Deputy Chairperson, by absolute majority.

If the office of the Chairperson or Deputy Chairperson becomes vacant for any reason the Members of Great Southern VROC shall elect a new Chairperson or Deputy Chairperson as the case requires.

### **Tenure of Chairperson and Deputy Chairperson**

The Chairperson or Deputy Chairperson will hold office until the election of a new Chairperson or Deputy Chairperson.

The Chairperson of Great Southern VROC may hold this position for a maximum of two terms (four years).

### **Role of Chairperson**

The Chairperson:

- a) Presides at Great Southern VROC meetings.
- b) Speaks on behalf of the Great Southern VROC.
- c) Liaises with the Executive Officer on Great Southern VROC affairs and the performance of its functions.

### **Role of Deputy Chairperson**

The Deputy Chairperson may perform the functions of the Chairperson if:

- a) The office of the Chairperson is vacant; or
- b) The Chairperson is absent or unable or unwilling to perform the functions of Chairperson.

### **Meeting Frequency**

Unless agreed otherwise, VROC meetings will be convened quarterly.

### **Role of Great Southern VROC Members**

- a. Achievement of the Great Southern VROC purpose;
- b. Setting the strategic direction of the Great Southern VROC and its management;
- c. Work cooperatively with other members;
- d. Support the involvement of CEOs;
- e. Promote the Great Southern VROC;
- f. Represent the interests of the electors and residents of the Region;
- g. Facilitate communication between the community of the Region and Great Southern VROC;
- h. Participate in Great Southern VROC 's decision-making processes;
- i. Represent and undertake authorised actions on behalf of Great Southern VROC.

### **Role of the Great Southern VROC Executive**

The role of the Great Southern Executive (CEOs) is to:

- a. Assist in the achievement of the Great Southern VROC purpose;
- b. Assist in the strategic direction of the Great Southern VROC and its management;
- c. Identify opportunities and advocacy for the Great Southern VROC;
- d. Participate in Great Southern VROC 's decision-making processes at Executive meetings of the Great Southern VROC;
- e. Represent and undertakes actions as directed by the Great Southern VROC;
- f. Assist to ensure the advice and information is available to the Great Southern VROC so that informed decisions can be made;
- g. Perform such other functions as are given by the Great Southern VROC.

## **Appointment and Role of the Great Southern VROC Executive Officer**

By agreement, Members may employ or contract an Executive Officer or instruct the Host Local Government to employ or contract an Executive Officer, to perform the following functions;

- a. Prepare an annual budget and work program for approval by the Members;
- b. Assist in implementing the work program;
- c. Periodically review and refresh the Great Southern VROC Strategic Plan;
- d. Report on implementation of the work program to each Great Southern VROC meeting;
- e. Action Great Southern VROC and Great Southern VROC Executive decisions;
- f. Keep the accounts of the Great Southern VROC in order and receive all monies;
- g. Adhere to all financial and legal responsibilities;
- h. Maintain custody of all books, documents, records and registers of the Great Southern VROC;
- i. Compile agendas, minutes, grant applications, discussion papers, project plans (including implementation)
- j. Foster partnerships;
- k. Undertake regular communication within the Great Southern VROC and with key stakeholders;
- l. Undertake any other function as specified or directed by the Great Southern VROC Council, Chairperson or Host Local Government CEO.
- m. Undertake activities, as specified, through Agreements, Memorandums of Association or Contracts entered by the Great Southern VROC or the Host Local Government representative.

If an Executive Officer is not employed or contracted either by the Members or through the Host Local Government, the Executive Offer functions listed above, will become the responsibility of the Host Local Government CEO.

### **Host Local Government**

The Host Local Government is the local government from which the Chairperson originates.

### **Host Local Government Obligations**

In addition to providing the Executive Officer services, if requested by Members the Host Local Government will also;

- through the Host Local Government CEO, assume line management of an employed or contracted Executive Officer.
- prepare and maintain policies for managing the financial affairs of the Great Southern VROC including banking and audit arrangements.
- apply for an Australian Business Number (ABN) and open a bank account in the Great Southern VROC's name.
- apply for and manage receipt of grant or debt funding to support initiatives of the Great Southern VROC.
- be accountable to the Members and meet all auditing requirements for any money received and paid in relation to the Great Southern VROC.
- not terminate the Executive Officer without the approval of Members. For the purposes of this clause, 'approval' means a majority decision of Great Southern VROC Members.

## **FINANCIAL CONTRIBUTIONS**

### **Annual Contributions**

Participating Local Governments may be required to make an annual financial contribution towards the operations of Great Southern VROC (Annual Operating Contribution), subject to a determination of Members. The contribution from a Band 3 Participating Local Government may be different to a Band 4 local government.

In addition, Participating Local Governments may also be requested to contribute to Great Southern VROC special projects or initiatives.

Special Project implementation is to be supported by a Project Plan and Life of Project Budget.

Participating Local Governments may opt in to the funding of a Special Project but once opted in cannot withdraw until the Project is wound up by an absolute majority decision of the Great Southern VROC.

### **Financial Management**

By agreement of the Members the Great Southern VROC may apply for an Australian Business Number (ABN) and open a bank account to receive membership and special project fees.

Prior to opening a bank account, procedures for how the account will operate, including the requirement for audit, must be agreed by the Members.

The Annual Operating Contribution and any Special Project contributions shall be paid by each Participating Local Government in the manner determined by Great Southern VROC.

### **Winding Up of Great Southern VROC Project**

The Great Southern VROC may resolve to wind up a Project. An absolute majority vote will be required by the Great Southern VROC to resolve to wind up any Project.

### **Division of Assets**

If a Project is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Project then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among the Project Participants in the proportions referred to in the Project Plan.

This Division of Assets shall not apply where the Project Participant advises the Great Southern VROC that a realisation of the property and assets is not necessary.

### **Division of Liabilities**

If a Project is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Project, then the liability or debt is to be met by the Project Participants in the proportions referred to in the Project Plan & Budget.

### **Indemnification by Project Participants of Great Southern VROC**

If a Project is wound up, then the Project Participants shall indemnify Great Southern VROC (in the proportions referred to in the original plan) with respect to that liability or debt.

## **TERM AND TERMINATION**

### **Winding up by Agreement**

The Members may, by agreement, wind up Great Southern VROC.

### **Extension of Agreement**

The Members may, by agreement, extend the term of the Great Southern VROC MOU.

### **Term of Agreement**

Unless otherwise wound up or extended, this Agreement will terminate on 31 October 2029.

### **Division of assets**

If Great Southern VROC is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of Great Southern VROC then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among each of the Participating Local Governments in proportion to their relative contribution to the assets of the Great Southern VROC.

### **Division of liabilities**

If Great Southern VROC is wound up and there remains any liability or debt in excess of the realised property and assets, then the liability or debt is to be met by each of the Participating Local Governments in proportion to their relative contribution to the assets of the Great Southern VROC.

## **WITHDRAWAL OF A PARTICIPATING LOCAL GOVERNMENT**

### **Withdrawal**

If, during the Term of this Agreement, Members resolve to apply an Annual Operating Contribution and the amount each Participating Local Government will pay, the minimum term of membership will be from the date this Annual Operating Contribution is payable to the expiry of this MOU on 31 October 2029. No withdrawal can take place during this period.

In this scenario, if a Participating Local Government intends to withdraw on 31 October 2029, they must give at least 6 months notice advising the Great Southern VROC of their intent to withdraw from the Great Southern VROC.

If during the Term, Members do not resolve to apply an Annual Operating Contribution, a Participating Local Government may withdraw at any time by giving 6 months notice to the Great Southern VROC.

### **Member Reinstatement**

The Great Southern VROC may reinstate by absolute majority the membership of a former Participating Local Government once they have cleared all debts owed to the Great Southern VROC.

### **Entitlement or Liability of Withdrawing Participating Local Government**

As soon as practicable following withdrawal taking effect, Great Southern VROC shall;

- a) distribute to the withdrawing Participating Local Government an amount equal to the proceeds and any surplus funds which would have been payable to the Participating Local Government if Great Southern VROC was wound up on the withdrawal date; or
- b) be entitled to recover from the withdrawing Local Government an amount equal to the liability or debt which would be payable by the withdrawing Local Government if the Great Southern VROC was wound up on the withdrawal date.

### **Participants May be Required to Pay Distribution**

If the Great Southern VROC is unable to meet the distribution from funds on hand then, unless the Great Southern VROC decides otherwise, the Participants (other than the Participant that has withdrawn) shall pay the distribution in the proportions equal to their respective equities in the Great Southern VROC.

### **ADMITTING NEW MEMBERS**

Prospective new members may be admitted by a decision of the Great Southern VROC and shall be required to contribute to Great Southern VROC a sum determined by the Great Southern VROC that is described as “the entry sum” and in addition a sum equal to the current year’s contribution schedule or such other sum agreed to by the Great Southern VROC.

## **BORROWINGS**

Great Southern VROC is not permitted to borrow funds.

## **DISPUTE RESOLUTION**

### **Dispute**

In the event of any dispute or difference (‘dispute’) arising between a Participating Local Government and Great Southern VROC or any of them at any time as to any matter or thing arising under or in connection with this Memorandum of Understanding, then a Participating Local Government or Great Southern VROC may give to the other Participants and Great Southern VROC (as the case may be) notice in writing (‘dispute notice’) adequately identifying the matters, the subject of the dispute, and the giving of the dispute notice shall be a condition precedent to the commencement by any Participating Local Government or Great Southern VROC of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.

### **Arbitration**

At the expiration of 25 business days from the date of sending the dispute notice, the Participating Local Government or Great Southern VROC giving the dispute notice may

notify the others in writing (‘arbitration notice’) that it requires the dispute to be referred to arbitration and the dispute (unless meanwhile settled) shall upon receipt of the arbitration notice by the recipients then be and is hereby referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985.

## **Legal Representation**

For the purposes of the Commercial Arbitration Act 1985, the Participating Local Government consent to each other and to Great Southern VROC being legally represented at any such arbitration.

## **INTERPRETATION**

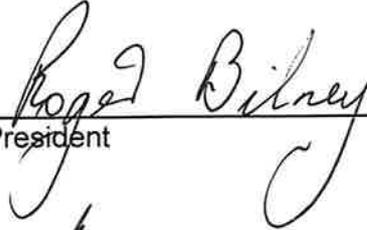
- i. In this Memorandum of Understanding unless the context requires otherwise:
- ii. Words importing the singular include the plural and vice versa;
- iii. Words importing any gender include the other gender;
- iv. References to persons include corporations and bodies politic;
- v. References to a person include the legal personal representatives, successors and assigns of that person;
- vi. A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- vii. References to this or any other document include the document as varied or replaced, and not withstanding any change in the identity of the parties;
- viii. References to writing include any mode of representing or reproducing words in tangible and permanently visible form, including confirmed facsimile transmission and email with receipt confirmation;
- ix. An obligation of two or more parties shall bind them jointly and severally;
- x. If a word or phrase is defined cognate words and phrases have corresponding definitions;
- xi. An obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally;
- xii. Reference to anything (including, without limitation, any amount) 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;

## **AMENDMENT TO MEMORANDUM OF AGREEMENT**

The Members may amend this Memorandum of Understanding by absolute majority.

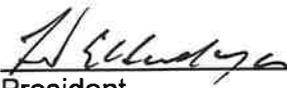
EXECUTED by the Parties on.....

Executed for and on behalf of the Shire of KOJONUP  
Pursuant to section 9.49(A) of the *Local Government Act 1995*

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Executive Officer

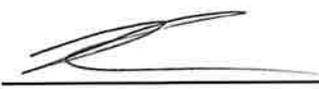
Executed for and on behalf of the Shire of Plantagenet  
Pursuant to section 9.49(A) of the *Local Government Act 1995*

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Executive Officer

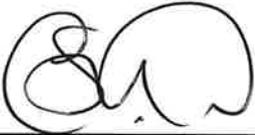
Executed for and on behalf of the Shire of BROOMEHILL TAMBELUP  
Pursuant to section 9.49(A) of the *Local Government Act 1995*

  
\_\_\_\_\_  
President

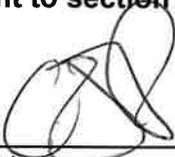
  
\_\_\_\_\_  
Chief Executive Officer

Executed for and on behalf of the Shire of KENT  
Pursuant to section 9.49(A) of the *Local Government Act 1995*

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Executive Officer

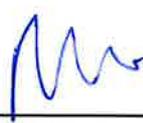
Executed for and on behalf of the Shire of CRANBROOK  
Pursuant to section 9.49(A) of the *Local Government Act 1995*

  
\_\_\_\_\_  
President

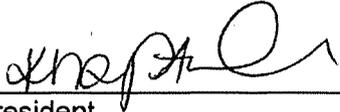
  
\_\_\_\_\_  
Chief Executive Officer

Executed for and on behalf of the Shire of CROWTHERUP  
Pursuant to section 9.49(A) of the *Local Government Act 1995*

  
\_\_\_\_\_  
President

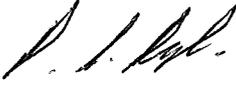
  
\_\_\_\_\_  
Chief Executive Officer

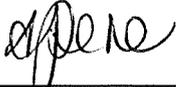
Executed for and on behalf of the Shire of Katanning  
Pursuant to section 9.49(A) of the *Local Government Act 1995*

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Executive Officer

Executed for and on behalf of the Shire of WOODANILLING  
Pursuant to section 9.49(A) of the *Local Government Act 1995*

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Executive Officer