



**CITY OF VINCENT**

# **MINUTES**

**COVID-19 Relief and Recovery  
Committee**

**21 April 2020**

**Table of Contents**

1 Declaration of Opening / Acknowledgement of Country.....3

2 Apologies / Members on Leave of Absence .....3

3 (A) Public Question Time and Receiving of Public Statements .....3

    (B) Response to Previous Public Questions Taken On Notice.....4

4 Declarations of Interest .....4

5 Applications for Leave of Absence .....4

6 Confirmation of Minutes .....4

7 Business Arising .....5

    7.1 COVID-19 Weekly Update .....5

    7.2 COVID-19 Workforce Report .....13

    7.3 Rent Abatement and Other Relief Options for City Tenants.....16

    7.4 Temporary Exemptions within Local Planning Framework.....44

    7.5 COVID-19 - Public Health Plan - Response and Recovery .....63

    7.6 Buy Local Procurement Policies .....64

8 Announcements by Presiding Member (Without Discussion) .....104

9 General Business .....104

10 Next Meeting .....104

11 Closure .....104

**MINUTES OF CITY OF VINCENT  
COVID-19 RELIEF AND RECOVERY COMMITTEE  
HELD VIA E-MEETING, ACCESS AVAILABLE FROM THE CITY'S WEBSITE  
HTTP://WEBCAST.VINCENT.WA.GOV.AU/  
ON TUESDAY, 21 APRIL 2020 AT 5.00PM**

<b>PRESENT:</b>	<b>Mayor Emma Cole</b>	<b>Presiding Member</b>
	<b>Cr Susan Gontaszewski</b>	<b>South Ward</b>
	<b>Cr Alex Castle</b>	<b>North Ward</b>
<b>IN ATTENDANCE:</b>	<b>David MacLennan</b>	<b>Chief Executive Officer</b>
	<b>John Corbellini</b>	<b>Executive Director Strategy &amp; Development</b>
	<b>Andrew Murphy</b>	<b>Executive Director Infrastructure &amp; Environment</b>
	<b>Meluka Bancroft</b>	<b>Executive Manager Corporate Strategy &amp; Governance</b>
	<b>Mark Fallows</b>	<b>Manager Built Environment and Wellbeing</b>

**Public:** 3 members of the public.

## **1 DECLARATION OF OPENING / ACKNOWLEDGEMENT OF COUNTRY**

The Presiding Member, Mayor Emma Cole declared the meeting open at 5.03pm and read the following Acknowledgement of Country statement:

"The City of Vincent would like to acknowledge the Traditional Owners of the land, the Whadjuk people of the Noongar nation and pay our respects to Elders past, present and emerging".

## **2 APOLOGIES / MEMBERS ON LEAVE OF ABSENCE**

Nil

## **3 (A) PUBLIC QUESTION TIME AND RECEIVING OF PUBLIC STATEMENTS**

The following questions and statements were submitted prior to the Meeting and were read out by the Chief Executive Officer. Administrations' responses will be provided in the Agenda for the 28 April 2020 COVID-19 Relief and Recovery Committee Meeting.

### **3.1 Andrew Main of North Perth**

It is quite noticeable in my area that since the requirement for social isolation, there has been an increased number of people walking and riding bikes. I am interested to know what the City is doing to ensure that impediments to walking and cycling are minimised and that there is adequate space for both pedestrians and cyclists to practice social distancing.

The following are issues that I believe that the City could address.

- The practice where footpaths are obstructed by roadworks signage. For example, this was the case on Vincent Street Leederville on 14 April where there were 3 sets of signs placed on the footpath on the northern side, west of Loftus St. This reduced the width of the footpath by 50%. On 2 April, a trailer mounted sign obstructed the whole footpath on the eastern side of Charles Street on the corner of Lawler St North Perth.
- Council street trees or vegetation from private residences that overhang or obstruct the footpath.

- Vehicles being parked in a manner such that they encroach upon footpaths. This is particularly as issue where perpendicular parking has been constructed by council.
- Vehicles parked on residential verges, meaning that it is not possible for people to walk on the verge to pass people safely. Such as, in instances when people are walking on the footpath toward each other.
- Sand or other debris such as leaves, gumnuts etc, lying on the footpath.
- The prevalence of signposts, or light poles erected in the middle of footpaths, making these tricky to negotiate.
- Shopping trolleys being left on footpaths near shopping centres.

With higher rates of cycling and walking, and low vehicular traffic volume, is the council looking at how road space can be reallocated and set aside for active transport users, as is happening in other cities and countries?

Is the council considering how to make streets safer for active transport users by filtering to reduce rat runners and drivers travelling at high speeds?

There being no further speakers, Public Question Time closed at approximately 5.10pm.

## **(B) RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

Nil

### **4 DECLARATIONS OF INTEREST**

Nil

### **5 APPLICATIONS FOR LEAVE OF ABSENCE**

Nil

### **6 CONFIRMATION OF MINUTES**

#### **COMMITTEE DECISION**

**Moved: Cr Gontaszewski, Seconded: Cr Castle**

**That the minutes of the COVID-19 Relief and Recovery Committee held on 14 April 2020 be confirmed.**

**CARRIED UNANIMOUSLY (3-0)**

**For:** Mayor Cole, Cr Gontaszewski and Cr Castle

**Against:** Nil

**7 BUSINESS ARISING**

**7.1 COVID-19 WEEKLY UPDATE**

Attachments: 1. COVID-19 Relief and Recovery Implementation Plan Update 

**RECOMMENDATION:**

That the COVID-19 Relief and Recovery Committee NOTES the update on the City's actions relating to the COVID-19 pandemic.

**COMMITTEE DECISION ITEM 7.1**

**Moved: Cr Castle, Seconded: Cr Gontaszewski**

That the recommendation be adopted.

**CARRIED UNANIMOUSLY (3-0)**

**For:** Mayor Cole, Cr Gontaszewski and Cr Castle

**Against:** Nil

**COVID-19 Relief and Recovery Implementation Plan**

**Part 2 – Implementation Plan**

**2.1. Key Actions**

	Key Action	Responsible Team	Support Team	Timing			Completed	Status 1 April 2020	Weekly update 16 April 2020
				Short	Medium	Long			
<b>1. Our Health &amp; Wellbeing</b>	1.1. Facility Plan developed for Beatty Park, Loftus Community Centre and Library and Local History Centre to implement public health directives.	Built Environment & Wellbeing	Beatty Park Library & Local History Centre	•			✓		
	1.2. Communications Plan developed including community messaging through website, social media and display at the City's facilities.	Marketing	Built Environment & Wellbeing	•				Continuing to develop and implement.	Communication plan being prepared. Beatty Park content strategy now launched. Neighbourhood Connection Program communications launched.
	1.3. Maintain customer service support and consider a range of measures to support ongoing community engagement using online and innovative practices.	Built Environment & Wellbeing	Beatty Park Library & Local History Centre Customer Service	•				Considering alternative ways to communicate messages to vulnerable groups.	Under consideration.
	1.4. Consider developing a local campaign for flu season vaccinations.	Built Environment & Wellbeing	Marketing		•			Currently considering opportunities to implement by end of April.	Update to be provided to Committee on 28 April 2020. Local service providers have been contacted. Photography call out to staff who have been getting a Flu jab to prep for video content.
	1.5. Draft Public Health Plan, community education campaign and stakeholder engagement.	Built Environment & Wellbeing	Marketing		•	•		Stakeholder engagement nearing completion. Plan being drafted.	Report prepared for COVID-19 Committee 21 April 2020.
	1.6. Engage with local businesses which support the City's public health (e.g. gyms, yoga), to encourage uptake of physical activity and wellbeing programs by the community.	Built Environment & Wellbeing	Marketing and Partnerships	•	•			Engaging with local businesses has commenced. Physical activity programs to be promoted on the City's website.	Local physical activity businesses are being engaged. Current focus is on Beatty Park activity and fitness program content.
	1.7. Explore new opportunities for delivering fitness programs.	Beatty Park Leisure Centre		•	•			Beatty Park home fitness program available on Instagram.	Additional 300 followers on Socials (excellent feedback received on content). Video fitness content started this week with facility staff as presenters.  Les Mills OnDemand 800+ online fitness sessions now available for free to members until end of May 2020.
<b>2. Our Community</b>	2.1. Waive interest on all outstanding rates and a suspension of new debt collection activities.	Finance		•			✓	Penalty interest has been removed for all rate debtors. Have forecasted a loss of income of \$50,000 due to removal of penalty interest. Administration has also terminated any further debt collection processes.	Completed.
	2.2. Refund all cancelled bookings at City-owned properties or facilities.	Community Partnerships	Finance	•			✓	Completed. Administration has now contacted all regular and casual hirers of our community facilities, parks and sportsgrounds who have existing bookings and have continued to provide updates on the social distancing guidelines. Groups have not been penalised with cancellation fees being waived along with refunds for cancelled bookings being processed as a priority.	
	2.3. Consideration of impacts of COVID-19 on City debtors.	Finance		•				Currently considering.	Budget workshop scheduled 21 April 2020.
	2.4. Move to fortnightly payment of creditors.	Finance		•			✓	Completed. First pay run is being made on the 7 April 2020 and thereafter on a fortnightly basis.	

**COVID-19 Relief and Recovery Implementation Plan**

Key Action	Responsible Team	Support Team	Timing			Completed	Status 1 April 2020	Weekly update 16 April 2020
			Short	Medium	Long			
2.5. Budget and financial strategy for 2020/21 to consider a 0% rate and fees and charges increase.	Finance			•			Budget preparation underway.	Budget workshop scheduled 21 April 2020.
2.6. Consider Expression of Interest for disbursement of significant Leederville Gardens trust funds to assist vulnerable residents impacted by COVID-19.	Finance	CEO Office	•				Expressions of interest currently being advertised.	Currently being advertised.
2.7. Expand Vincent Library e-book loans and Books on Wheels service.	Library & Local History Centre		•			✓	Books on Wheels (BoW) Deliveries are occurring with new protocols to accommodate COVID-19 restrictions.  e-loans – Purchasing an increased number of items (e-books, audio books, e-magazines & streamed movies) and adding more titles weekly, plus staff are doing reviews of all the items and publishing them online  Library team looking at introducing a 'Mystery Bag' of books for families and others not eligible for BoW deliveries.	Completed.
2.8. Promote Meals on Wheels Service.	Customer and Library Services (Community Centre)	Marketing/Community Partnerships	•				Exploring opportunities for increased promotion of the service.	Refer to COVID-19 Relief for seniors and the vulnerable report. Intended to expand this service and offer alternatives to Meals on Wheels. This includes connecting with local restaurants who can supplement this service and retain local employment. We will also look at offering small grants for grocery delivery for people who don't have access to online delivery.
2.9. Explore opportunities to expand online library services.	Library & Local History Centre		•			✓	<ul style="list-style-type: none"> <li>Link from 'Story Box' (Aust wide) where books are being read to children to replace 'Story Time'.</li> <li>Baby Rhyme Time – Young Peoples Librarian filming songs and uploading.</li> <li>Online Lego Club has commenced.</li> <li>Online 'Book Club', tutorials and 'how to' sessions on craft, cooking and gardening tips etc.</li> <li>Looking at school holiday activities online.</li> <li>Investigating expanding access to 'Ancestry' online (Local History Centre).</li> </ul>	Development of virtual library website landing page. Preparing of comms for reopening if status changes.  14/04 commenced #StayAtHome Book Bag service for Vincent residents – Click & Collect type service where library staff select a bag of books/items and customers collect from front door of library.
2.10. Assess further need and support through reprioritisation of services and resources.	Library & Local History Centre		•				Customer and Library Service's team constantly assessing and monitoring services and programs currently offered and potential services/programs that could be offered. Staff are all currently actively engaged and undertaking very worthwhile tasks.	
2.11. Launch buy local campaign to support our small businesses and provide social media support.	Marketing	Policy & Place	•				Campaign developed and launched across all social media channels. So far we have had 82 businesses contact the City via the online form.	142 businesses have registered. Phase 1 of 4 complete. Phase 2 in progress.  Report prepared for 21 April 2020 to consider updated purchasing policy promoting Buy Local.

**COVID-19 Relief and Recovery Implementation Plan**

	Key Action	Responsible Team	Support Team	Timing			Completed	Status 1 April 2020	Weekly update 16 April 2020
				Short	Medium	Long			
	2.12. Discuss with local businesses to implement changes to car parking to support take away and home delivery services.	Engineering	Policy & Place	•				The City has not been approached by any traders seeking additional short term parking in the vicinity of their premises. An assessment of parking demand in the Town Centres has shown that parking is generally available due to the significant reduction in vehicular traffic. If we receive such a request we can action as a priority as we have delegated authority to make minor parking changes (under which short term parking would fall) and the appropriate signage in stock.	Minimal demand for parking in town centres since restrictions came into effect.
	2.13. Launched online planning applications for lodgement and tracking.	Development & Design	IT	•			✓	Completed. Online lodgement and tracking launched 23 March 2020.	
	2.14. Expand Beaufort Street amnesty for change of use planning applications across Vincent.	Policy & Place	Development & Design	•			✓		
	2.15. Consider arts industry relief using developer contribution cash-in-lieu funds from Percent for Art fund.	Marketing	Policy & Place Development & Design	•				First meeting held on 6 April 2020. Terms of Reference established and weekly meetings developed. EOI intended to be developed by the end of April 2020.	Draft EOI developed and circulated to working group.
	2.16. Consider all waste services with a focus on essential service provision for bin collection. Also green waste, junk verge waste. Liaise with WALGA regarding contingency planning across local government.	Waste		•			✓	<ul style="list-style-type: none"> <li>Bulk verge green waste collections are continuing with anticipated completion date of 17 April 2020. Bulk hard waste – postponed until further notice (Council Decision 31 March 2020).</li> <li>All face-to-face waste education events/ workshops/programs cancelled until further notice. Alternative online options being investigated.</li> <li>In progress of implementing WALGA Mutual Assistance Memorandum of Understanding, for waste collection and transport support services.</li> <li>Waste Recovery Plan will be implemented in the first instance (drivers from Parks and Engineering Operations have been cross trained to provide cover).</li> </ul>	Completed.
	2.17. Consider timing of rollout of FOGO.	Waste		•			✓		
	2.18. Maintain contact with clubs, community groups and stakeholders who use community facilities and sportsgrounds to assist in reviewing the financial and social impact of closures and cancellations.	Community Partnerships			•			Report presented to the COVID-19 committee on 7 April 2020 providing an update on the funding available to sporting clubs and community groups.  Administration is in the process of determining how many clubs, groups and organisations require financial assistance	Report prepared 21 April 2020 Committee meeting to outline rent subsidies available.  Contact is being made on a regular basis with clubs, community groups and stakeholders. The team is in the process of obtaining Health Checks in order to review the financial situation and social impact of closures.
	<del>2.19. Maintain contact with local businesses to understand impacts and support local business adaptation to new requirements.</del>	<del>Policy &amp; Place</del>		<del>•</del>				<del>Outcome of meeting with Town Teams and Town Team Movements reported to Committee 7 April 2020. Business Health Check currently being prepared.</del>	Recommend removal as covered by 2.11.
	2.20. Consider sponsorship, grants and relief packages for community groups, sporting clubs and local businesses.	Finance	Policy & Place Community Partnerships		•			Administration is in the process of determining how many clubs, groups and organisations require financial assistance.	Report prepared for 21 April 2020 Committee meeting to outline response for City tenants.
	2.21. Consider events and initiatives to assist with economic rebound.	Policy & Place Marketing				•		Activation Plan being considered for inclusion in 20/21 Budget.	Currently being considered.

**COVID-19 Relief and Recovery Implementation Plan**

	Key Action	Responsible Team	Support Team	Timing			Completed	Status 1 April 2020	Weekly update 16 April 2020
				Short	Medium	Long			
	2.22. Create a business data base to share a business e-newsletter. Provide information from reputable sources. Continue to check in with local businesses and conduct health checks to understand support required.	Policy & Place Marketing		•	•	•		Business data base under development. Currently preparing first correspondence. Health check questions developed and tested with a number of local businesses. Currently finalising questions and will then roll out the health checks more broadly.	
	2.23. Advocate for rent relief for businesses affected by restrictions.	Policy & Place		•				Currently reviewing Federal Government announcement and preparing advocacy material. Awaiting announcement from State Government with regards to commercial tenancies.	Report prepared for 21 April 2020 Committee meeting to outline response for City tenants.
	2.24. Consider the use of cash in lieu for parking funds.	Policy & Place		•				Report to be provided to the COVID-19 Committee Meeting in May 2020.	Report to be provided to the COVID-19 Committee Meeting in May 2020.
	2.25. Consider preparing a community benefit incentive based policy position under Design WA.	Policy & Place	Development & Design	•	•	•		Currently scoping.	Under consideration.
	2.26. Consider measures to continue support for homeless community.	Ranger Services	Community Partnerships	•	•	•		Report prepared for 14 April 2020 Committee Meeting with current update.	Ongoing.
	2.27. Monitor public open space to educate community on social distancing measures.	Ranger Services Parks & Urban Green	Built Environment & Wellbeing	•	•	•		Report on Rangers role prepared for 14 April 2020 Committee Meeting with current update. Updates on messaging and approach provided in Weekly Update Report to Committee.	Ongoing.
	2.28. Vincent Community Support Network	Community and Business Services		•	•	•		Commenced work. Report scheduled for 28 April 2020 Committee.	Report scheduled for 28 April 2020 Committee.
	2.29. Maintain online information on health, building and planning requirements for Businesses	Built Environment & Wellbeing, Development & Design	Marketing; Policy and Place	•					Content being prepared.
3. Our Organisation	3.1. Maintain ability for Council Members, Executive staff and community members to participate in Council Meetings.	Governance		•			✓		
	3.2. Establish a Committee of Council to assisting responding effectively to COVID-19.	Governance		•			✓		
	3.3. Realign and reprioritise services, projects, staff and resources towards relief and recovery. Develop new online community building initiatives.	Office of the CEO		•	•	•		Liaising with Managers to understand service impacts and responses.	Ongoing.
	3.4. Review planned asset maintenance programs to reschedule works to support recovery.	Engineering Parks	Finance	•	•	•		Parks: Initial review completed, all non-essential works have been postponed and will be reviewed weekly or as required. All parks labour hire contractors have now been temporarily dismissed and non-essential contracts temporarily terminated. Parks maintenance teams have been restructured to cover all areas and enable a reduced level of service without compromising the safety of staff or park users.	Review of all programs complete. To be reported to committee 5 May 2020.
	3.5. Review of 2019/20 budget and cash flow for fourth quarter 2019/21 and forecast impacts. Report to Council on these impacts and identify a budget strategy to address these impacts, including redirection of funding to response initiatives.	Finance		•				Currently underway.	Budget workshop scheduled 21 April 2020.

**COVID-19 Relief and Recovery Implementation Plan**

Key Action	Responsible Team	Support Team	Timing			Completed	Status 1 April 2020	Weekly update 16 April 2020
			Short	Medium	Long			
3.6. Seek deferral of OAG performance audit of Information Technology.	Governance	ICT	•				Awaiting response.	
3.7. <del>Transition to remote working for all possible staff. Consider ways to support our workforce during this time including seeking opportunities to reallocate team members to recovery efforts and essential services.</del> Workforce optimisation strategies	Human Resources		•	•	•		Internal redeployment policy circulated and all teams advised to consider if resources required.	Update provided in agenda report 21 April 2020.
3.8. Consider project readiness for potential State and Federal grant funding and further stimulus packages.	Engineering Policy & Place				•		In conjunction with the Beatty Park Team the Assets Team is currently developing a project plan for a whole of facility asset renewal program should funding become available. It is intended to commence limited works this financial year while the centre is closed. In addition, pending Council approval, plans, specifications and tender documentation will be developed with the aim of undertaking more substantial works in 20/21. Currently preparing framework for CSRFF Grant funding for facilities.	Under consideration.
3.9. Investigation of rate smoothing payments	Finance		•	•			Commencing.	Update will be provided at budget workshop 21 April 2020.
3.10. Health, Safety and wellness of organisation	Human Resources		•	•	•			Update provided in agenda report 21 April 2020.

**2.2. Directives**

The State Government issues directives to the City and across the State under the Emergency Management Act 2005 to respond to the emergency.

Date	Direction	Response
15 March 2020	Declaration of State of Emergency in respect of the pandemic caused by virus COVID-19: <a href="https://www.wa.gov.au/sites/default/files/2020-03/Declaration%20of%20State%20of%20Emergency.pdf">https://www.wa.gov.au/sites/default/files/2020-03/Declaration%20of%20State%20of%20Emergency.pdf</a>	<ul style="list-style-type: none"> <li>Communication through emergency management networks.</li> </ul>
16 March 2020	Declaration of Public Health State of Emergency: <a href="https://www.wa.gov.au/sites/default/files/2020-03/Western%20Australia%20Declaration%20of%20Public%20Health%20State%20of%20Emergency.pdf">https://www.wa.gov.au/sites/default/files/2020-03/Western%20Australia%20Declaration%20of%20Public%20Health%20State%20of%20Emergency.pdf</a>	<ul style="list-style-type: none"> <li>City implemented all directives.</li> <li>City monitoring the situation in the community and liaising with WA Police who hold emergency powers.</li> </ul>
20 March 2020	Direction regarding deliveries and waste collection: <a href="https://www.dlqsc.wa.gov.au/docs/default-source/news/public-authorities-(delivery-of-goods-and-collection-of-rubbish-and-refuse)-directions.pdf">https://www.dlqsc.wa.gov.au/docs/default-source/news/public-authorities-(delivery-of-goods-and-collection-of-rubbish-and-refuse)-directions.pdf</a> .	<ul style="list-style-type: none"> <li>Consider as part of Item 2.16.</li> </ul>

**2.3. Announcements**

The State and Federal Government, and other agencies and organisations make announcements in relation to COVID-19.

Date	Announcement	Response
12 March 2020 & 22 March 2020	The Federal Government has announced a series of stimulus packages to support the Australian economy as it deals with this challenge: <a href="https://treasury.gov.au/coronavirus">https://treasury.gov.au/coronavirus</a> .	<ul style="list-style-type: none"> <li>Noted.</li> </ul>
13 March 2020	Advice against holding non-essential public gatherings of more than 500 people from 16 March 2020: <a href="https://www.pm.gov.au/media/advice-coronavirus">https://www.pm.gov.au/media/advice-coronavirus</a> .	<ul style="list-style-type: none"> <li>Outdoor events &gt;500 people cancelled and advertising ceased.</li> <li>Event stakeholders engaged on this announcement.</li> </ul>
16 March 2020	Self-isolation required for all people entering Australia for a period of 14 days: <a href="https://www.pm.gov.au/media/coronavirus-measures-endorsed-national-cabinet">https://www.pm.gov.au/media/coronavirus-measures-endorsed-national-cabinet</a> .	<ul style="list-style-type: none"> <li>Directive implemented by the City.</li> </ul>
16 March 2020	The State Government announced economic response and relief packages to support the Western Australian economy as it deals with the impacts of COVID-19: <a href="https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/03/COVID-19-economic-response-Relief-for-businesses-and-households.aspx">https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/03/COVID-19-economic-response-Relief-for-businesses-and-households.aspx</a> .	<ul style="list-style-type: none"> <li>Noted.</li> </ul>
18 March 2020	Non-essential indoor gathering limited to 100 people, social distancing of 1.5metres and hygiene measures required: <a href="https://www.pm.gov.au/media/update-coronavirus-measures">https://www.pm.gov.au/media/update-coronavirus-measures</a> .	<ul style="list-style-type: none"> <li>Documented management systems implemented at Beatty Park, Library and other facilities.</li> <li>Local businesses advised of this announcement.</li> </ul>

**COVID-19 Relief and Recovery Implementation Plan**

Date	Announcement	Response
20 March 2020	Four square metre density applied to indoor gatherings: <a href="https://www.pm.gov.au/media/update-coronavirus-measures-0">https://www.pm.gov.au/media/update-coronavirus-measures-0</a> .	<ul style="list-style-type: none"> <li>Local businesses advised of this announcement.</li> </ul>
22 March 2020	The following facilities were restricted from opening from midday local time 23 March 2020: <ul style="list-style-type: none"> <li>Pubs, registered and licenced clubs (excluding bottle shops attached to these venues), hotels (excluding accommodation).</li> <li>Gyms and indoor sporting venues.</li> <li>Cinemas, entertainment venues, casinos, and night clubs.</li> <li>Restaurants and cafes will be restricted to takeaway and/or home delivery.</li> <li>Religious gatherings, places of worship or funerals (in enclosed spaces and other than very small groups and where the 1 person per 4 square metre rule applies).</li> </ul> <a href="https://www.pm.gov.au/media/update-coronavirus-measures-220320">https://www.pm.gov.au/media/update-coronavirus-measures-220320</a> .	<ul style="list-style-type: none"> <li>Beatty Park, Library and other community facilities closed.</li> <li>Local businesses advised of this announcement.</li> <li>Monitoring of local businesses implemented by the City.</li> </ul>
24 March 2020	Additional prohibited activities and venues to apply from 11.59pm (local time) 25 March 2020, including beauty therapists, health clubs, swimming pools, galleries, and restrictions on weddings, funerals and outdoor bootcamps: <a href="https://www.pm.gov.au/media/update-coronavirus-measures-24-March-2020">https://www.pm.gov.au/media/update-coronavirus-measures-24-March-2020</a> .	<ul style="list-style-type: none"> <li>Local businesses advised of this announcement.</li> </ul>
29 March 2020	Public gatherings limited to two people, with some exceptions. Playgrounds, skate parks and outdoor gyms to close: <a href="https://www.pm.gov.au/media/national-cabinet-statement">https://www.pm.gov.au/media/national-cabinet-statement</a> .	<ul style="list-style-type: none"> <li>Playgrounds, skate parks and outdoor gym equipment closed.</li> <li>Public spaces monitored.</li> </ul>
30 March 2020	\$130 billion JobKeeper wage subsidy program announced: <a href="https://www.pm.gov.au/media/130-billion-jobkeeper-payment-keep-australians-job">https://www.pm.gov.au/media/130-billion-jobkeeper-payment-keep-australians-job</a> .	<ul style="list-style-type: none"> <li>Information reviewed by the City.</li> </ul>
31 March 2020	Minister Stephen Dawson (Environment) announced container deposit scheme June 2 launch has been deferred <a href="https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/03/Start-of-Containers-for-Change-deferred-due-to-COVID-19.aspx">https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/03/Start-of-Containers-for-Change-deferred-due-to-COVID-19.aspx</a> .	<ul style="list-style-type: none"> <li>Information reviewed by the City.</li> </ul>
3 April 2020	National Cabinet agreed that states and territories were best placed to address issues related to the impacts of COVID-19 and local governments. <a href="https://www.pm.gov.au/media/update-coronavirus-measures-030420">https://www.pm.gov.au/media/update-coronavirus-measures-030420</a> . Minister Rita Saffioti (Planning) announced Planning legislation changes to support COVID-19 response and recovery. <a href="https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/04/Planning-changes-support-COVID-19-response-and-recovery.aspx">https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/04/Planning-changes-support-COVID-19-response-and-recovery.aspx</a> .	<ul style="list-style-type: none"> <li>Noted. Awaiting State response.</li> <li>Information reviewed by City. Awaiting further announcement of state wide measures to be implemented.</li> <li>City advocating on support for local governments.</li> </ul>
7 April 2020	National Cabinet prepared a mandatory Code of Conduct in relation to Commercial Tenancies that is to be implemented by all States and Territories. <a href="https://www.pm.gov.au/sites/default/files/files/national-cabinet-mandatory-code-of-conduct-sme-commercial-leasing-principles.pdf">https://www.pm.gov.au/sites/default/files/files/national-cabinet-mandatory-code-of-conduct-sme-commercial-leasing-principles.pdf</a> .	<ul style="list-style-type: none"> <li>Currently being reviewed to consider implications for Vincent businesses.</li> </ul>
9 April 2020	National Cabinet agreed to a nationally consistent approach to hardship support across the essential services (energy, water and rate) for households and small businesses. The Commonwealth is already taking action across the energy and telecommunications sectors to scale-up hardship support provided by those industries. State and territory governments agreed to adopt similar principles for the essential services within their remit, including water utilities and local governments. <a href="https://www.pm.gov.au/media/update-coronavirus-measures-3">https://www.pm.gov.au/media/update-coronavirus-measures-3</a>	<ul style="list-style-type: none"> <li>Council at its Special Council Meeting 30 March 2020 agreed to freeze rates for 20/21 Budget year; defer debt recovery.</li> </ul>
11 April 2020	Minister Rita Saffioti (Planning) issued exemption notice for local planning approvals to support COVID-19 response <a href="https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/04/Minister-issues-exemption-notice-for-local-planning-approvals.aspx">https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/04/Minister-issues-exemption-notice-for-local-planning-approvals.aspx</a>	<ul style="list-style-type: none"> <li>Report has been prepared for COVID-19 Committee to consider Minister's exemptions and those planning exemptions approved by Council 30 March 2020.</li> </ul>
14 April 2020	Hon. Mark McGowan MLA announced introduction of urgent legislation to address commercial and residential tenancies impacted by rental distress due to COVID-19. <a href="https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/04/New-laws-to-provide-support-for-commercial-and-residential-tenants-and-landlords.aspx">https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/04/New-laws-to-provide-support-for-commercial-and-residential-tenants-and-landlords.aspx</a>	<ul style="list-style-type: none"> <li>The Commercial Tenancies (COVID-19 Response) Bill 2020 will introduce a moratorium on evictions for small commercial tenancies and provide a range of other measures to offer support for tenants in response to COVID-19, including the introduction of a code of conduct for landlords and tenants.</li> <li>Potential relief for Business tenants across the City.</li> </ul>
15 April 2020	Hon. David Templeman (Local Government) announced the Local Government Amendment (COVID-19 Response) Bill 2020 amends the Local Government Act 1995 (the Act) in two key areas: <ul style="list-style-type: none"> <li>modifications or suspension of legislative provisions; and</li> <li>local government local laws.</li> </ul> <a href="https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/04/Local-Government-Act-changes-to-support-COVID-19-response.aspx">https://www.mediastatements.wa.gov.au/Pages/McGowan/2020/04/Local-Government-Act-changes-to-support-COVID-19-response.aspx</a>	<ul style="list-style-type: none"> <li>Under this change, local governments would have the power to remove restrictions and reduce red tape in order to support businesses and households during the current pandemic and consequent recovery.</li> <li>Awaiting release of information.</li> </ul>

**COVID-19 Relief and Recovery Implementation Plan**

**2.4. Requests**

The State Government makes requests to Western Australian Local Governments to support recovery from COVID-19.

Date	Request	Response
17 March 2020	Hon. Mark McGowan MLA requested that the local government sector freeze all local government household rates, fees and charges in 2020/21 to ease the financial pressure on households and businesses.	<ul style="list-style-type: none"> <li>Consider as part of Action 2.5.</li> </ul>
25 March 2020	Hon. Rita Saffioti MLA requested that the local government sector to use discretionary powers and planning processes to both promote development and support businesses and adopt flexible approached to enforcement and compliance actions for servicing supply of supermarkets during this period.	<ul style="list-style-type: none"> <li>Consider as part of Action 2.15.</li> </ul>

**2.5. Suggestions**

During this time there are many suggestions and ideas put forward. Below is a summary of new ideas for the COVID-19 Committee to determine if they belong in the implementation table above.

Date	Suggestion	Response
1 April 2020	<p>Suggestions from meeting with Town Teams and Town Team Movement 1 April 2020:</p> <ol style="list-style-type: none"> <li>Create a business data base to share a business e-newsletter. Provide information from reputable sources. Continue to check in with local businesses and conduct health checks to understand support required.</li> <li>Advocate for rent relief for businesses affected by restrictions.</li> <li>Consider the use of percent for art funds for activations once restrictions are lifted.</li> <li>Consider the use of cash in lieu for parking funds.</li> <li>Consider preparing a community benefit incentive based policy position under Design WA.</li> </ol>	<p>Response:</p> <ul style="list-style-type: none"> <li>Include a new action in the Implementation Table above.</li> <li>Include a new action in the Implementation Table above.</li> <li>Consider as part of Action 2.15.</li> <li>Include a new action in the Implementation Table above.</li> <li>Include a new action in the Implementation Table above.</li> </ul> <p>Completed.</p>

**2.6. Development Update**

The COVID-19 Committee has a number of decision making abilities delegated from Council. The following table provides an update on development matters relevant to the COVID-19 Committee.

Date	Matter	Response
N/A	N/A	<ul style="list-style-type: none"> <li>N/A</li> </ul>

**2.7. Good News Stories**

A place for innovative solutions to be shared.

Date	Story
1 April 2020	Ilka have pivoted their business now designing and making scrubs for medical workers. Link: <a href="https://www.facebook.com/watch/?v=687702681996307">https://www.facebook.com/watch/?v=687702681996307</a> .
14 April 2020	RSLWA is encouraging all Aussies to get creative in a show of mateship this ANZAC Day – by standing in quiet contemplation at the end of their driveways, or on their balconies, at 6:00am on 25 April.
15 April 2020	Rangers and Parks staff have been monitoring City reserves and public spaces to ensure social distancing is being maintained. Very few instances of non-compliance.
15 April 2020	Big response to Beatty Park online Home Fitness Program over 2,500 daily views since launched. Increase of 300 followers.

**7.2 COVID-19 WORKFORCE REPORT**

**Attachments:** 1. City of Vincent - Response to ASU April 2020 [↓](#) 

**RECOMMENDATION:**

That the COVID-19 Relief and Recovery Committee NOTES the COVID-19 Workforce Update report.

**COMMITTEE DECISION ITEM 7.2**

**Moved: Cr Castle, Seconded: Cr Gontaszewski**

That the recommendation be adopted.

**CARRIED UNANIMOUSLY (3-0)**

**For:** Mayor Cole, Cr Gontaszewski and Cr Castle

**Against:** Nil

ENQUIRIES TO: Nathan Stokes  
Executive Manager Human Resources  
(08) 9273 6029 E: [nathan.Stokes@vincent.wa.gov.au](mailto:nathan.Stokes@vincent.wa.gov.au)  
Our Ref: SC3423 D20/66176



CITY OF VINCENT

15 April 2020

Mr Wayne Wood  
ASU WA Branch Secretary  
Australian Services Union  
102 East Parade  
EAST PERTH WA 6004

Dear Wayne,

### City's Response: Stand Down of Employees

Thank you for your letter dated 7 April 2020 seeking advice on the staffing measures we have taken in response to COVID-19.

Our priority has been the safety, health and wellbeing of staff and the community while maintaining full delivery of our services.

We aim to maintain permanent staff employment during this time and continue to provide excellence in service delivery for our community.

All administrative and support staff are working from home.

Frontline staff (i.e. Health, Building, Rangers, Waste, Parks, and Engineering) continue to provide full service delivery in compliance with social distancing and health and safety protocols. Some teams like Rangers have already shifted resources from car parking to community safety.

On the 23<sup>rd</sup> March, the Prime Minister announced that Gyms and Indoor Sporting Venues are to be closed effective immediately. On the same day, the WA Premier announced that Library Centres across the State were to be closed effective 23<sup>rd</sup> March 2020.

This forced the closure of Beatty Park Leisure Centre and the Library Centre. In response, we made the difficult decision to stand down Beatty Park and Library casual staff members.

Additionally the City stood down a number of permanent part-time staff at Beatty Park within the crèche, administration and gym instruction. A large portion of impacted permanent part-time staff were converted from casual to permanent late 2018 as an initiative to engage staff who work limited hours during the week (i.e. minimum engagement of 2 hours).

The City has introduced the following payment options for employees impacted by COVID-19 who have recently been stood down:

#### Permanent Staff:

1. Personal leave to be taken in the first instance
2. Additional hours accrued in lieu of overtime or through flexible working arrangements
3. Accrued annual leave or Long Service Leave (LSL) entitlements
4. Once all accrued leave entitlements have been exhausted, up to two weeks annual leave in advance (pro-rata for part-time employees).

Administration & Civic Centre  
244 Vincent Street, (Cnr Loftus),  
Leederville, Western Australia 6007

PO Box 82,  
Leederville WA 6902

Tel: (08) 9273 6000  
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Email: [mail@vincent.wa.gov.au](mailto:mail@vincent.wa.gov.au)  
[www.vincent.wa.gov.au](http://www.vincent.wa.gov.au)

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**Casual Employees:**

To support our casual staff members, the City has provided a one off payment of 'special leave' which equates two weeks of pay based on average earnings.

**Options for Redeployment:**

We have initiated a redeployment plan which will provide additional resources to essential services and operations where required. This will offer work opportunities for permanent employees who have seen a reduction in workload or employees who have been recently stood down. To date, we have had two employees redeployed.

To support the redeployment plan, we will be conducting a skills assessment of permanent staff members to ascertain competency levels. This will help transition employees into other areas of the organisation when required to provide meaningful work and professional development opportunities.

If you wish to discuss the matter further, please contact Nathan Stokes, Executive Manager Human Resources on (08) 9273 6029 or via email at [Nathan.Stokes@vincent.wa.gov.au](mailto:Nathan.Stokes@vincent.wa.gov.au).

Yours sincerely,



David MacLennan  
**CHIEF EXECUTIVE OFFICER**



### 7.3 RENT ABATEMENT AND OTHER RELIEF OPTIONS FOR CITY TENANTS

- Attachments:
1. Mandatory Code of Conduct: SME Commercial Leasing Principles [↓](#) 
  2. Tenant Rent Abatement Requests Received to Date - Summary [↓](#) 
  3. Financial Hardship Application Form [↓](#) 
  4. Financial Summary of Rent and Outgoings Waivers and Deferrals for 6 Month Period [↓](#) 
  5. Property Management Framework (draft) [↓](#) 

#### RECOMMENDATION

That the COVID-19 Relief and Recovery Committee:

1. **NOTES** the principles of the National Cabinet Mandatory Code of Conduct: SME Commercial Leasing Principles (Code).
2. **APPROVES** a minimum level of assistance to be provided to City tenants, in accordance with the principles of the Code, as follows:
  - 2.1 All rent increases (including CPI and market rent reviews) on hold for the duration of the COVID-19 pandemic and a reasonably recovery period, in accordance with principle 13 of the Code;
  - 2.2 Property Management Framework Category 1 and 2 tenants (small community and sporting groups etc.):
    - 2.2.1 all outstanding tenant debts and interest accruing on those debts on hold until 30 September 2020;
    - 2.2.2 6 month rent waiver period (1 April 2020 to 30 September 2020);
    - 2.2.3 unless otherwise agreed by the City, Category 1 tenants will be required to pay the annual Emergency Services Levy and building insurance premiums during the rent waiver period, but payment will be deferred until after 30 September 2020. All other costs associated with the building for Category 1 tenants, including utilities and maintenance costs, are payable by the City pursuant to the draft Property Management Framework;
    - 2.2.4 unless otherwise agreed by the City, Category 2 tenants will be required to pay utilities, rubbish and recycling bin charges, Emergency Services Levy, building insurance premiums and any essential maintenance costs that are the responsibility of the tenant during the rent waiver period; and
    - 2.2.5 Category 1 and 2 tenants will not be required to apply for the assistance set out in 2.2.1, 2.2.2 and 2.2.3 above. Category 1 tenants will need to apply for assistance with paying annual Emergency Services Levy and building insurance premiums. Category 2 tenants will need to apply for assistance with paying costs set out in 2.2.4. These applications will require evidence that these costs are not covered by their insurance and of loss of business/trade, with insurance and financial statements in support;
  - 2.3 Property Management Framework Category 3 tenants (commercial entities, large sporting clubs and associations etc.):
    - 2.3.1 all outstanding tenant debts and interest accruing on those debts on hold until 30 September 2020;
    - 2.3.2 any deferral or waiver on rent payments to be considered on a case-by-case basis for tenants that can demonstrate their business, association or club has experienced a minimum 50% downturn in trade or revenue raising as a result of COVID-19;

- 2.3.3 unless otherwise agreed by the City, all other charges including any variable outgoings, utilities, rates and taxes, rubbish and recycling bin charges, Emergency Services Levy, building insurance premiums and any essential maintenance costs that are the tenant's responsibility will remain payable by the tenant during the rent deferral period; and
- 2.3.4 unless otherwise agreed by the City, a repayment plan of a minimum term of 24 months for deferred rent and outstanding debts will be agreed between each tenant and the City (where applicable, taking into account the remaining lease term);
3. APPROVES the Chief Executive Officer considering all tenant requests for further/additional assistance and presenting recommendations to the COVID-19 Relief and Recovery Committee for approval;
4. NOTES the further/additional assistance requested by certain Category 3 tenants, as set out in Attachment 2, and NOTES that those tenants will be required to submit an application for this assistance in the Financial Hardship Application Form at Attachment 3;
5. APPROVES a 3 month licence fee waiver for Kiddies Learning Hub Pty Ltd, from 1 April 2020 to 30 June 2020 (in the amount of \$14,541 including GST), noting that the licence will expire on 30 June 2020, as explained in Attachment 2; and
6. NOTES that a review of the rent waiver and/or deferral period will occur in July 2020, with a recommendation to be presented to the COVID-19 Relief and Recovery Committee prior to September 2020.

### COMMITTEE DECISION ITEM 7.3

Moved: Cr Gontaszewski, Seconded: Cr Castle

That the recommendation be adopted.

CARRIED UNANIMOUSLY (3-0)

**For:** Mayor Cole, Cr Gontaszewski and Cr Castle

**Against:** Nil

## **NATIONAL CABINET MANDATORY CODE OF CONDUCT**

### **SME COMMERCIAL LEASING PRINCIPLES DURING COVID-19**

#### **PURPOSE**

The purpose of this Code of Conduct (“the Code”) is to impose a set of good faith leasing principles for application to commercial tenancies (including retail, office and industrial) between owners/operators/other landlords and tenants, where the tenant is an eligible business for the purpose of the Commonwealth Government’s JobKeeper programme.

These principles will apply to negotiating amendments in good faith to existing leasing arrangements – to aid the management of cashflow for SME tenants and landlords on a proportionate basis – as a result of the impact and commercial disruption caused by the economic impacts of industry and government responses to the declared Coronavirus (“COVID-19”) pandemic.

This Code applies to all tenancies that are suffering financial stress or hardship as a result of the COVID-19 pandemic as defined by their eligibility for the Commonwealth Government’s JobKeeper programme, with an annual turnover of up to \$50 million (herein referred to as “SME tenants”).

The \$50 million annual turnover threshold will be applied in respect of franchises at the franchisee level, and in respect of retail corporate groups at the group level (rather than at the individual retail outlet level).

The Parties to this Code concur that during the COVID-19 pandemic period, as defined by the period during which the JobKeeper programme is operational, the principles of this Code should nevertheless apply in spirit to all leasing arrangements for affected businesses, having fair regard to the size and financial structure of those businesses.

Appendix I gives examples of proportionate solutions that may be agreed under this Code, and forms part of the overall Code.

The Code has been developed to enable both a consistent national approach and timely, efficient application given the rapid and severe commercial impact of official responses to the COVID-19 pandemic.

#### **PARTIES TO THE CODE**

The Code will be given effect through relevant state and territory legislation or regulation as appropriate. The Code is not intended to supersede such legislation, but aims to complement it during the COVID-19 crisis period.

## OVERARCHING PRINCIPLES

The objective of the Code is to share, in a proportionate, measured manner, the financial risk and cashflow impact during the COVID-19 period, whilst seeking to appropriately balance the interests of tenants and landlords.

It is intended that landlords will agree tailored, bespoke and appropriate temporary arrangements for each SME tenant, taking into account their particular circumstances on a case-by-case basis.

The following overarching principles of this Code will apply in guiding such arrangements:

- Landlords and tenants share a common interest in working together, to ensure business continuity, and to facilitate the resumption of normal trading activities at the end of the COVID-19 pandemic during a reasonable recovery period.
- Landlords and tenants will be required to discuss relevant issues, to negotiate appropriate temporary leasing arrangements, and to work towards achieving mutually satisfactory outcomes.
- Landlords and tenants will negotiate in good faith.
- Landlords and tenants will act in an open, honest and transparent manner, and will each provide sufficient and accurate information within the context of negotiations to achieve outcomes consistent with this Code.
- Any agreed arrangements will take into account the impact of the COVID-19 pandemic on the tenant, with specific regard to its revenue, expenses, and profitability. Such arrangements will be proportionate and appropriate based on the impact of the COVID-19 pandemic plus a reasonable recovery period.
- The Parties will assist each other in their respective dealings with other stakeholders including governments, utility companies, and banks/other financial institutions in order to achieve outcomes consistent with the objectives of this Code.
- All premises are different, as are their commercial arrangements; it is therefore not possible to form a collective industry position. All parties recognise the intended application, legal constraints and spirit of the Competition and Consumer Act 2010.
- The Parties will take into account the fact that the risk of default on commercial leases is ultimately (and already) borne by the landlord. The landlord must not seek to permanently mitigate this risk in negotiating temporary arrangements envisaged under this Code.

- All leases must be dealt with on a case-by-case basis, considering factors such as whether the SME tenant has suffered financial hardship due to the COVID-19 pandemic; whether the tenant's lease has expired or is soon to expire; and whether the tenant is in administration or receivership.
- Leases have different structures, different periods of tenure, and different mechanisms for determining rent. Leases may already be in arrears. Leases may already have expired and be in "hold-over." These factors should also be taken into account in formulating any temporary arrangements in line with this Code.
- As the objective of this Code is to mitigate the impact of the COVID-19 pandemic on the tenant, due regard should be given to whether the tenant is in administration or receivership, and the application of the Code modified accordingly.

### **LEASING PRINCIPLES**

In negotiating and enacting appropriate temporary arrangements under this Code, the following leasing principles should be applied as soon as practicable on a case-by-case basis:

1. Landlords must not terminate leases due to non-payment of rent during the COVID-19 pandemic period (or reasonable subsequent recovery period).
2. Tenants must remain committed to the terms of their lease, subject to any amendments to their rental agreement negotiated under this Code. Material failure to abide by substantive terms of their lease will forfeit any protections provided to the tenant under this Code.
3. Landlords must offer tenants proportionate reductions in rent payable in the form of waivers and deferrals (as outlined under "definitions," below) of up to 100% of the amount ordinarily payable, on a case-by-case basis, based on the reduction in the tenant's trade during the COVID-19 pandemic period and a subsequent reasonable recovery period.
4. Rental waivers must constitute no less than 50% of the total reduction in rent payable under principle #3 above over the COVID-19 pandemic period and should constitute a greater proportion of the total reduction in rent payable in cases where failure to do so would compromise the tenant's capacity to fulfil their ongoing obligations under the lease agreement. Regard must also be had to the Landlord's financial ability to provide such additional waivers. Tenants may waive the requirement for a 50% minimum waiver by agreement.
5. Payment of rental deferrals by the tenant must be amortised over the balance of the lease term and for a period of no less than 24 months, whichever is the greater, unless otherwise agreed by the parties.

6. Any reduction in statutory charges (e.g. land tax, council rates) or insurance will be passed on to the tenant in the appropriate proportion applicable under the terms of the lease.

7. A landlord should seek to share any benefit it receives due to deferral of loan payments, provided by a financial institution as part of the Australian Bankers Association's COVID-19 response, or any other case-by-case deferral of loan repayments offered to other Landlords, with the tenant in a proportionate manner.

8. Landlords should where appropriate seek to waive recovery of any other expense (or outgoing payable) by a tenant, under lease terms, during the period the tenant is not able to trade. Landlords reserve the right to reduce services as required in such circumstances.

9. If negotiated arrangements under this Code necessitate repayment, this should occur over an extended period in order to avoid placing an undue financial burden on the tenant. No repayment should commence until the earlier of the COVID-19 pandemic ending (as defined by the Australian Government) or the existing lease expiring, and taking into account a reasonable subsequent recovery period.

10. No fees, interest or other charges should be applied with respect to rent waived in principles #3 and #4 above and no fees, charges nor punitive interest may be charged on deferrals in principles #3, #4 and #5 above.

11. Landlords must not draw on a tenant's security for the non-payment of rent (be this a cash bond, bank guarantee or personal guarantee) during the period of the COVID-19 pandemic and/or a reasonable subsequent recovery period.

12. The tenant should be provided with an opportunity to extend its lease for an equivalent period of the rent waiver and/or deferral period outlined in item #2 above. This is intended to provide the tenant additional time to trade, on existing lease terms, during the recovery period after the COVID-19 pandemic concludes.

13. Landlords agree to a freeze on rent increases (except for retail leases based on turnover rent) for the duration of the COVID-19 pandemic and a reasonable subsequent recovery period, notwithstanding any arrangements between the landlord and the tenant.

14. Landlords may not apply any prohibition on levy any penalties if tenants reduce opening hours or cease to trade due to the COVID-19 pandemic.

#### **BINDING MEDIATION**

Where landlords and tenants cannot reach agreement on leasing arrangements (as a direct result of the COVID-19 pandemic), the matter should be referred and subjected (by either party) to applicable state or

territory retail/commercial leasing dispute resolution processes for binding mediation, including Small Business Commissioners/Champions/Ombudsmen where applicable.

Landlords and tenants must not use mediation processes to prolong or frustrate the facilitation of amicable resolution outcomes.

## **DEFINITIONS**

The following definitions are provided for reference in the application of this Code.

1. Financial Stress or Hardship: an individual, business or company's inability to generate sufficient revenue as a direct result of the COVID-19 pandemic (including government-mandated trading restrictions) that causes the tenant to be unable to meet its financial and/or contractual (including retail leasing) commitments. SME tenants which are eligible for the federal government's JobKeeper payment are automatically considered to be in financial distress under this Code.
2. Sufficient and accurate information: this includes information generated from an accounting system, and information provided to and/or received from a financial institution, that impacts the timeliness of the Parties making decisions with regard to the financial stress caused as a direct result of the COVID-19 event.
3. Waiver and deferral: any reference to waiver and deferral may also be interpreted to include other forms of agreed variations to existing leases (such as deferral, pausing and/or hibernating the lease), or any other such commercial outcome of agreements reached between the parties. Any amount of reduction provided by a waiver may not be recouped by the Landlord over the term of the lease.
4. Proportionate: the amount of rent relief proportionate to the reduction in trade as a result of the COVID-19 pandemic plus a subsequent reasonable recovery period, consistent with assessments undertaken for eligibility for the Commonwealth's JobKeeper programme.

## **CODE ADMINISTRATION COMMITTEE**

This Code will be supported by state based Industry Code Administration Committees, comprising representatives from relevant industry bodies representing landlord, tenant and SME interests, with an Independent Chair appointed by the relevant State/Territory Government.

Committee members' roles will be to (1) promote awareness of the Code; (2) encourage application of the Code; (3) encourage its application by the broader retail industry; and (4) monitor the operation of the Code.

The Committee should meet at least fortnightly, and may communicate and meet via email, telephone calls, or video conferencing.

No formal minutes will be taken; however, the Committee will document key action items and outcomes of each meeting.

The Committee may invite advisers, upon agreement by all Committee members, to assist on specific issues in the course of discharging their obligations under this section.

#### **COMMENCEMENT/EXPIRY**

This Code comes into effect in all states and territories from a date following 3 April 2020 (being the date that National Cabinet agreed to a set of principles to guide the Code to govern commercial tenancies as affected by the COVID-19 pandemic) to be defined by each jurisdiction, for the period during which the Commonwealth JobKeeper program remains operational.

## APPENDIX I

### EXAMPLES OF THE APPLICATION OF THE PRINCIPLE OF PROPORTIONALITY

The following scenarios are examples only, noting the circumstance of each landlord, SME tenant and lease are different, and are subject to negotiation and agreement in good faith.

Examples of practical variations reflecting the application of the principle of proportionality may include, but are not limited to:

- Qualifying tenants would be provided with cash flow relief in proportion to the loss of turnover they have experienced from the COVID-19 crisis
  - ie. a 60% loss in turnover would result in a guaranteed 60% cash flow relief.
  - At a minimum, half is provided as rent free/rent waiver for the proportion of which the qualifying tenant's revenue has fallen.
  - Up to half could be through a deferral of rent, with this to be recouped over at least 24 months in a manner that is negotiated by the parties
    - So if the tenant's revenue has fallen by 100%, then at least 50% of total cash flow relief is rent free/rent waiver and the remainder is a rent deferral. If the qualifying tenant's revenue has fallen by 30%, then at least 15% of total cash flow relief is rent free/rent waiver and the remainder is rent deferral.
    - Care should be taken to ensure that any repayment of the deferred rent does not compromise the ability of the affected SME tenant to recover from the crisis.
  - The parties would be free to make an alternative commercial arrangement to this formula if that is their wish.

COVID-19 related rent abatement requests by tenants							
<b>Category 1 and 2 Tenants</b>							
<b>Minimum assistance:</b>		<ul style="list-style-type: none"> <li>Outstanding debts and interest on hold until 30 September 2020;</li> <li>6 month rent waiver (1 April 2020 to 30 September 2020); and</li> <li>payment of ESL and building insurance premiums will remain payable by Category 1 tenants but payment will be deferred until after 30 September 2020 (by which time support beyond this date would have been reviewed and determined by the City);</li> </ul> <p>Note: Category 2 tenants must continue to pay all utilities, ESL, bin charges, building insurance premiums etc. during rent waiver period.</p>					
<b>Additional assistance:</b>		<p>All further/additional assistance (e.g. payment rather than deferral of ESL, building insurance premiums by Category 1 tenants or deferral/payment of other charges such as utilities, ESL, bin charges, building insurance premiums etc. by Category 2 tenants) to Category 1 and 2 tenants will be considered by the City (in its absolute discretion) on a case by case basis taking into account:</p> <ul style="list-style-type: none"> <li>current lease term and premises condition;</li> <li>financial status of tenant;</li> <li>services/community benefit derived from tenant's business; and</li> <li>whether the tenant can co-locate or share alternative premises,</li> </ul> <p>Category 1 and 2 tenants must complete an application for assistance due to financial hardship form (including providing relevant supporting documents) in order to be considered for additional assistance.</p>					
Date	Tenant	Property	Lease expiry	Current rent pa	Outstanding debt (if applic.)	Request	Recommendation to the COVID-19 Relief and Recovery Committee
19/3/2020	Floreat Athena Junior Soccer Club	Britannia Reserve Clubrooms, 39 Britannia Road, Leederville	28/02/2020 (holding over)	\$2,041.46 (incl. GST)	TBC	Halt has been placed on all training, matches and all associated football related activities for all levels of football. Request to defer, freeze or assist with outstanding, current and future payments to City	<b>Category 2 tenant</b> - Minimum assistance recommended. Tenant may be considered for additional assistance on application to the City. Tenant to be informed of other funding options (e.g. Lotterywest)
19/3/2020	Perth Junior Soccer Club	Portion of Forrest Park Pavilion, 66 Harold Street, Mt Lawley	31/12/2020 plus a 5 year further term	\$1,913.86 (incl. GST)	TBC	FFA and Football West has suspended all games and training, no trading can occur from premises. Requested cancelling lease payments until activities resumed as normal. Outstanding debts currently owed to City, tenant has requested they either be cancelled or payment postponed.	<b>Category 2 tenant</b> - Minimum assistance recommended. Tenant may be considered for additional assistance on application to the City. Tenant to be informed of other funding options (e.g. Lotterywest)
30/3/2020	Loton Park Tennis Club	Cnr. Bulwer and Lord Streets, Perth	31/10/2020 with 2 x 5 year further terms	\$1,137.80 (incl. GST)		Suspended social play/events etc. Club unlikely to generate any income for next 6 months +. Main concern is maintenance of grass courts and rent payments. Seeking a 6 month suspension of lease payments. Deferring painting obligation under lease (due to occur around 31 Oct 2020).	<b>Category 2 tenant</b> - Minimum assistance recommended. Tenant may be considered for additional assistance on application to the City. Deferral of painting obligation for 2 – 3 years is acceptable subject to tenant exercising option. Tenant to be informed of other funding options (e.g. Lotterywest)
1/4/2020	North Perth Bowling Club	Portion of Woodville Reserve, 10 Farmer Street	31/08/2022	\$3,190.07 (incl. GST)		Requesting assistance with ongoing costs under lease. Assistance with \$1,000 excess for insurance claim from March storms	<b>Category 1 tenant</b> – full assistance recommended. Deferral of excess insurance payment recommended.
<b>Category 3 Tenants</b>							
<b>Minimum assistance:</b>		<p>All Category 3 tenants are required to apply for financial assistance due to hardship in order to be considered for:</p> <ul style="list-style-type: none"> <li>outstanding debts and interest on hold until 30 September 2020 (by which time support beyond this date would have been reviewed and determined by the City);</li> <li>subject to tenant providing evidence of a minimum 50% downturn in revenue/trade, proportionate waiver/deferral on rent during the period that 50% downturn occurs, up to 30 September 2020 (by which time support beyond this date would have been reviewed and determined by the City); and</li> <li>payment plans for deferred rent to be for a minimum of 24 months unless otherwise agreed by the parties.</li> </ul> <p>Note: variable outgoings, ESL, bin charges, utilities, rates and taxes etc. remain payable by tenant during this period.</p>					
<b>Additional assistance:</b>		<p>All further/additional assistance (e.g. payment of variable outgoings payments) will be considered by the City (in its absolute discretion) on a case by case basis taking into account:</p> <ul style="list-style-type: none"> <li>current lease term and premises condition;</li> <li>financial status of tenant;</li> <li>services/community benefit derived from tenant's business; and</li> <li>whether the tenant can co-locate or share alternative premises.</li> </ul>					
Date	Tenant	Property	Lease expiry	Current rent pa	Outstanding debt (if applic.)	Request	Recommendation to the COVID-19 Relief and Recovery Committee
19/3/2020	Floreat Athena Soccer Club	Litis Stadium	30/09/2020 – note Council has approved further lease	\$5,500 (excl. GST)	\$1,628.87 water charges due 30/3/2020 \$1620.00 outstanding for pre-season training at Birdwood Square, which occurred prior to the State of Emergency. \$7,863 for sports grounds' hire from 1 June 2020 to 30 September 2020.	Halt has been placed on all training, matches and all associated football related activities for all levels of football. Request to defer, freeze or assist with outstanding, current and future payments to City.	Floreat Athena Soccer Club has two (2) leases. One at Britannia Reserve Club Rooms which is a Category 2 (see above) and this one at Litis Stadium. Outstanding debts and interest on hold until 30 Sept 2020 only. <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application.

19/3/2020	Perth Soccer Club	Dorrien Gardens	31/12/2027 (plus further 10 year term)	\$16,764.00 (incl. GST)	\$1,397.00 Rent due 15/3/2020	FFA and Football West has suspended all games and training, no trading can occur from premises. Requested cancelling lease payments until activities resumed as normal. Outstanding debts currently owed to City, tenant has requested they either be cancelled or payment postponed.	Perth Soccer Club has two (2) leases. One at Forrest Park which is a Category 2 (see above) and this one at Dorien Gardens. Outstanding debts and interest on hold until 30 Sept 2020 only <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application.
19/3/2020	Robertson Park Artists Studio	Halvorsen Hall	Expired 28/02/2020 – holding over for 6 months	\$6,095.34 (incl. GST)	-	Loss of revenue due to cancellation of art classes, studio open and exhibitions. Requested rent abatement.	Review of premises condition and risk assessment required. <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application.
23/3/2020	Belgravia Leisure	Loftus Centre	31/12/2021	\$156,264.65 (plus GST)	\$13,230.41 Rent \$6,452.38 VOs \$5,412.45 Res. Fund \$23,332 Loan \$3,000.30 Act. VOs due 15/3/2020	Centre has been required to close as a result of Federal Government directives. Belgravia proposed 3 options: 1. City reimburse tenant for payments to permanent staff; 2. City contribute to covering wages of essential staff operations; or 3. no contribution to wages. Plus City to pay all utilities and expenses (phone, internet, software, licences, payroll functions etc.)	Outstanding debts and interest on hold until 30 Sept 2020 only. Jobkeeper subsidy may be accessible by Belgravia. City's priority is to own staff, cannot assist Belgravia with staff wages etc. <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application.
24/3/2020	Beatty Park Physio Pty Ltd	Beatty Park – Physio Clinic	Expired 31/05/2019, holding over, new lease in negotiation prior to COVID-19	\$94,197.20 (incl. GST)	-	Putting lease on hold for 6 month period or rent abatement due to significant downturn in customers.	Risk assessment of premises is required to ensure statutory and OSH compliance. <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application.
24/3/2020	Swimming WA	Beatty Park – offices	30/06/2021	\$48,294 (incl GST)	-	Requested 6 month 'rent holiday' due to sub-lessees (Triathlon WA and Austswim) not paying rent for sub-leases and swim meets not able to be held by Swimming WA.	Risk assessment of premises is required to ensure statutory and OSH compliance. <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application.
25/3/2020	East Perth Football Club	Leederville Oval	31/10/2025	\$8,365.15 (incl. GST)	~\$65,719.09 VOs for 2019/2020 (no instalments paid to date) \$19,398.04 dating from 25/2/2015 to 05/06/2018 for turf costs \$500 insurance excess due 15/3/2020	Request review of VOs and other charges, and review of turf maintenance as no training/games. No capacity to pay charges over next 6 months	City will liaise with contractor regarding potential to reduce turf maintenance costs. Outstanding debts and interest on hold until 30 Sept 2020 only. <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application. <b>Note:</b> EPFC owes City significant amount of money dating back to 2015. Assistance in regard to rent payments/hold, therefore, needs to be subject to formal documentation and agreement for a payment plan in regard to the outstanding debt.
25/3/2020	Subiaco Football Club	Leederville Oval	31/10/2025	\$7,854.68 (incl GST)	Remainder of VOs for 2019/2020 year ~\$3,765.20 (not yet outstanding) \$500 insurance excess due 15/3/2020	As above for EPFC	City will liaise with contractor regarding potential to reduce turf maintenance costs. <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application.
<b>Date</b>	<b>Tenant</b>	<b>Property</b>	<b>Lease expiry</b>	<b>Current rent pa</b>	<b>Outstanding debt (if applic.)</b>	<b>Request</b>	<b>Recommendation to the COVID-19 Relief and Recovery Committee</b>
26/3/2020	Kiddies Learning Hub	Banks Reserve Pavilion, 60 Joel Terrace, Mt Lawley	Expired 28/6/2019, holding over (Licence)	TBC	-	Currently only getting 4-6 children per day but trying to stay open to support working parents. Under normal circumstances would have around 70 kids per week, currently only receiving around 16. Is rent relief possible given the current situation of having to remain open as mandated by government? Can tenant remain in possession, licence fee free, until 30 June?	Childcare directly affected by government directives/requirements. Monthly licence fee. Tenant was due to vacate premises on 30 April 2020, therefore, no licence fee was expected to be received by the City for the months of May or June. Administration supports the request by the tenant to be allowed to remain in possession of the premises until 30 June 2020 to meet their obligation to the State Government to continue providing this service. <b>No licence fee be payable between 1 April 2020 and 30 June 2020.</b>
08/04/2020	Volleyball WA	180 Charles Street, North Perth	Expired 31/07/2019, holding over	\$11,433.32	-	Request for deferral of pest inspection (as premises is closed). Cannot raise revenue or hold games and offices were closed on 3 April 2020 in accordance with latest government directives. Request for financial assistance.	Administration has agreed to waive payment of pest inspection charge. <b>Tenant to submit application for financial assistance.</b> Any rent waiver or other financial assistance to be determined following receipt of completed application.



**APPLICATION FORM**

**TENANT FINANCIAL ASSISTANCE REQUEST - COVID-19 PANDEMIC**

The City of Vincent (**City**) will consider all applications by tenants for financial assistance arising as a direct result of the COVID-19 pandemic (**Application**) on a case-by-case basis, in the City’s absolute discretion.

Prior to submitting an Application, the City requires tenants to have exhausted all other third-party funding or grant options.

Applications will only be considered if the tenant is a small or medium sized enterprise with an annual turnover of up to \$50million (**SME Tenant**) and the tenant can demonstrate that it is suffering financial stress or hardship as a direct result of the COVID-19 pandemic.

Tenants must complete this Application form and attach copies of all relevant documents to support their Application. The City may choose not to consider incomplete Applications.

TENANT DETAILS	
<b>Tenant name:</b>	
<b>Postal address:</b>	
<b>ABN/ACN:</b>	
<b>ACNC Number</b> (if applicable):	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Phone:</b>	
LEASE DETAILS	
<b>Premises address:</b>	
<b>Premises use:</b> (the primary use for which the Tenant leases the Premises)	
<b>Rent:</b>	\$            per month (including GST)
<b>Variable outgoings:</b>	\$            per month (including GST)
<b>Other lease charges:</b> (if applicable)	\$            per month (including GST)
<b>Lease expiry date:</b> (of current Lease term)	
<b>Remaining option term(s):</b>	



**FINANCIAL STRESS/HARDSHIP**

A tenant will be considered as under financial stress or hardship if as a direct result of the COVID-19 pandemic (including government-mandated trading restrictions) it is unable to generate sufficient revenue to meet its financial and/or contractual (including leasing) commitments.

TENANT FINANCIAL STATUS	
<b>Is the tenant a SME Tenant?</b>	<input type="checkbox"/> Yes - provide a statement of tenant’s financial position outlining income, expenses, assets and liabilities (preferably audited by an accountant) pre-dating 1 March 2020.
	<input type="checkbox"/> No - tenant is ineligible for financial assistance from the City.
<b>Is the tenant eligible for Jobkeeper?</b>	<input type="checkbox"/> Yes - provide copy of tenant application for JobKeeper.
	<input type="checkbox"/> No - confirm why the tenant has not applied for JobKeeper: _____ _____ _____ _____
<b>Has the tenant’s day-to-day operations been adversely impacted by COVID-19?</b>	<input type="checkbox"/> Yes - provide details of what trade/events/activities the tenant has been forced to cease due to COVID-19: _____ _____ _____ _____
	<input type="checkbox"/> No
<b>Has the tenant suffered a reduction in turnover/income as a result of COVID-19?</b>	<input type="checkbox"/> Yes – confirm the percentage reduction in turnover/income and provide documentation evidencing the reduction in turnover/income. These documents may include: <ul style="list-style-type: none"> <li>- year to date and recent financial year financial statements including profit &amp; loss or income statement;</li> <li>- a report from an accountant with evidence that the tenant has experienced a substantial reduction in its income (due to COVID-19) and, therefore, ability to pay rent;</li> <li>- a summary of major debt obligations and whether any repayment holidays have been offered by the financier; and</li> <li>- any other relevant information evidencing a decline in sales or loss of clients.</li> </ul>
	<input type="checkbox"/> No - tenant is not eligible for financial assistance from the City.



<b>Does the tenant hold business interruption insurance?</b>	<input type="checkbox"/> Yes - provide evidence that the tenant is unable to claim under its insurance policy (e.g. a copy of its policy or confirmation from the insurer).
	<input type="checkbox"/> No
<b>Has the tenant applied for any 3<sup>rd</sup> party funding or grants?</b>	<input type="checkbox"/> Yes – provide copies of any applications made for funding/grants and confirm whether these applications were successful or not.
	<input type="checkbox"/> No – if the tenant is an arts, sports or community group confirm why an application for 3 <sup>rd</sup> party funding has not occurred: _____ _____ _____ _____
<b>Has the tenant received any financial assistance from the City since 1 March 2020?</b>	<input type="checkbox"/> Yes – provide details of the assistance received by the tenant to date: _____ _____ _____
	<input type="checkbox"/> No

**CONFIRMATION AND DECLARATION**

By the tenant’s authorised representative signing this Application, the tenant confirms and acknowledges that:

- (a) the answers and statements provided by the tenant in Application are true and correct as at the date of this Application;
- (b) the documents provided/attached to this Application by the tenant are true and complete copies of the originals; and
- (c) the tenant has not knowingly withheld information which is likely to have an impact on the tenant’s Application or the City’s consideration of the tenant’s Application.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: \_\_\_\_\_, authorised representative of the tenant.



**CHECKLIST FOR ATTACHMENTS**

Statement of tenant’s financial position (prior to 1 March 2020): <input type="checkbox"/> Yes <input type="checkbox"/> No (tenant ineligible for financial assistance from the City)
Copy of application for JobKeeper: <input type="checkbox"/> Yes <input type="checkbox"/> No
Documents evidencing reduction in tenant turnover/income since 1 March 2020: <input type="checkbox"/> Yes <input type="checkbox"/> No (tenant ineligible for financial assistance from the City)
Evidence that tenant cannot claim under its business interruption insurance: <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
Copies of applications made for funding/grants and confirmation of whether application(s) was successful: <input type="checkbox"/> Yes <input type="checkbox"/> No
Any other documents to support the tenant’s Application, listed below: <hr/> <hr/>

Applications can be submitted to: [insert details]

Tenant	Property Management Framework Category	Invoice Type	Amount per Invoice 2020 (Inc GST)	Rent waiver / deferral period - 1 April to 30 Sept 2020
Earlybirds Playgroup	Category 1	Quarterly	260.37	\$520.74
Highgate-Forrest Pk P/Group	Category 1	Quarterly	233.68	\$467.36
Mt Hawthorn Playgroup	Category 1	Monthly	88.25	\$529.50
Mt Hawthorn Toy Library	Category 1	Yearly	184.65	\$92.32
North Perth Playgroup	Category 1	Quarterly	241.87	\$483.74
<b>TOTAL CATEGORY 1</b>				<b>\$2,093.66</b>
The Azzurri Bocce Club	Category 2	Monthly	436.14	\$2,616.84
Floreat Athena Soccer Jnr	Category 2	Monthly	170.12	\$1,020.72
Forrest Park Croquet Club	Category 2	Monthly	95.10	\$570.60
Leederville Cricket Club	Category 2	Monthly	163.37	\$980.22
Loton Park Tennis Club (from 1/11/2015 - 31/10/2020)	Category 2	Monthly	94.81	\$568.86
Modernians Hockey Club	Category 2	Yearly	2,418.82	\$1,209.41
North Perth Cricket Club	Category 2	Yearly	4,861.56	\$2,430.78
North Perth Bowling Club	Category 2	Quarterly	797.51	\$1,595.02
North Perth Tennis Club	Category 2	Monthly	84.34	\$506.04
Perth Junior Soccer Club (Forrest Pk)	Category 2	Quarterly	478.46	\$956.92
Mt Hawthorn Cardinals Jnr	Category 2	Yearly	2,418.82	\$1,209.41
<b>TOTAL CATEGORY 2</b>				<b>\$13,664.82</b>
ASeTTs	Category 3	Quarterly	3,987.69	\$7,975.38
Beatty Park Physiotherapy	Category 3	Monthly	7,849.76	\$47,098.56
Beatty Park Physiotherapy (Contribution to Outgoings)	Category 3	Monthly	1,928.68	\$11,572.08
Belgravia Leisure P/L Loftus Rec Centre. (Lease)	Category 3	Monthly	13,230.41	\$79,382.46
Belgravia Leisure P/L Loftus Rec Centre (Reserve Fund)	Category 3	Monthly	5,412.45	\$32,474.70
Belgravia Leisure P/L Loftus Rec Centre. (Variable Outgoings)	Category 3	Monthly	\$6,452.38	\$38,714.28
The Bethanie Group Inc	Category 3	Quarterly	239.09	\$460.18
East Perth Football Club	Category 3	Monthly	697.09	\$4,182.54
East Perth Football Club (VOs 2019/2020 currently outstanding from 1/7/2019 to 30/6/2020)	Category 3	Monthly	\$5,476.91	\$65,719.09
East Perth Football Club (VOs 2020/2021 from 1/7/2020 - 30/9/2020 estimate only)	Category 3	Monthly	\$6,666.66	\$19,999.99
Floreat Athena Soccer Club	Category 3	Monthly	470.78	\$2,824.68
F Dennis	Category 3	Monthly	507.95	\$3,047.70
Jigsaw Search & Contact Inc	Category 3	Monthly	992.99	\$5,957.94
Kiddies Learning Hub P/L (tenant to vacate 30/6/2020)	Category 3	Monthly	4,847.00	\$14,541.00
Kidz Galore Pty Ltd - LEASE	Category 3	Monthly	2,517.53	\$15,105.18
Kidz Galore Pty Ltd (Car Park Lease)	Category 3	Monthly	214.43	\$1,286.58
Les Lillyman - Ground Use Quarterly charge	Category 3	Quarterly	356.33	\$712.65
Perth Soccer Club (Dorrien Garden)	Category 3	Monthly	1,397.00	\$8,382.00
Mt Hawthorn Comm Church	Category 2	Quarterly	443.99	\$887.98
North Metropolitan Tafe Memorandum of Understanding (Use of Britannia Reserve)	Category 3	Yearly	1,424.50	\$712.25
Subiaco Football Club	Category 3	Monthly	654.55	\$3,927.30
Subiaco Football Club (VOs 2019/2020 currently outstanding from 1/4/2020 -30/6/2020)	Category 3	Monthly	\$1,255.07	\$3,765.20
Subiaco Football Club (VOs 2020/2021 from 1/7/2020 - 30/9/2020 estimate only)	Category 3	Monthly	\$6,666.66	\$19,999.99

Tennis Association of Western Australia (Robertson Park Tennis Centre)	Category 3	Monthly	849.20	<b>\$5,095.20</b>
WA Gymnastics (Rhythmic Gymnastic+Access to Offices Loftus Centre)	Category 3	Monthly	4,057.78	<b>\$24,346.68</b>
WA Gymnastics (Sinking Fund)	Category 3	Monthly	1,014.45	<b>\$6,086.70</b>
WA Gymnastics (Variable Outgoings)	Category 3	Monthly	\$1,611.95	<b>\$9,671.70</b>
WA Swimming Assn	Category 3	Quarterly	13,280.85	<b>\$26,561.70</b>
WA Swimming Assn (contribution to Outgoings commencing from 30/9/2020)	Category 3	Quarterly	\$2,833.25	N/A
WA Volleyball Assn	Category 3	Monthly	961.11	<b>\$5,766.66</b>
<b>TOTAL CATEGORY 3 (MAXIMUM POTENTIAL DEFERRAL/WAIVER)</b>				<b>\$462,075.81</b>



CITY OF VINCENT

# PROPERTY MANAGEMENT FRAMEWORK

## BACKGROUND

A review of the management of City properties was undertaken and a revised and structured leasing and licencing framework (Framework) will be implemented to ensure that the City is meeting the demands and needs of the ever changing community. The Framework is supported by a policy which contains the overarching principles as well as an administrative procedure which details specific lease and licence details and processes. The Framework provides a classification for leases and licences, along with an equitable methodology for calculating annual lease and licence fees.

The City's forty eight (48) properties are leased or licenced to a range of community organisations, sport and recreation clubs or associations, government agencies and commercial entities.

The Framework requires that all community group tenants demonstrate the benefits to the community arising from their use of the property. The Framework also establishes the terms and conditions the City will use as the basis for negotiating all leases and licences whether community, government or commercial.

## GUIDING PRINCIPLES – OBJECTIVES

The objectives of the Framework are:

- To meet growing community needs and to maximise community benefit, City owned and managed properties will be prioritised for use where occupancy arrangements include co-location, shared-use and highest community utilisation;

- To meet the Strategic Community Plan's objectives of 'Connected Community' and 'Thriving Places', City owned and managed properties will primarily be available for local not-for-profit organisations, community groups and other community purposes;
- To ensure transparency and equity, all financial and in-kind subsidisation by Council will be recognised where City owned and managed properties are used to meet demonstrated community needs;
- To ensure sustainable City owned and managed properties, effective asset management and demonstrated sound financial management will be prioritised; and
- Where appropriate, specific City owned and managed properties may be identified and made accessible for commercial activities for income generation to support and encourage sustainable City owned asset management.

## TYPES OF OCCUPANCY AGREEMENTS

The main types of occupancy agreements include:

- **Lease** – proprietary right to exclusive occupation and use;
- **Licence** – contractual right to non-exclusive occupation and/or use; and
- **Management agreement** – contractual arrangement outlining the terms and conditions associated with usage, as negotiated.

Property hire (regular or occasional use of a property to deliver community based programs, events and activities) is not covered within the Framework as it is dealt with

separately under Policy No. 2.1.7 – parks Reserves and Hall Facilities – Conditions of Hire and Use.

## LEASES

A lease creates a proprietary right to exclusive use and occupation of a property for an agreed period, usually in return for rent. The tenant has exclusive use and occupation of the property, although the City may require the tenant to encourage other use and subletting can occur if mutually agreeable.

## LICENCES

A licence creates a contractual right to use a property for an agreed purpose for a stated period and can include seasonal licences. It does not confer a right to exclusive possession or occupation of the property. The City's approach in respect to granting a licence is to enable access to property by the broader community outside of the licensee's usage times.

## MANAGEMENT AGREEMENT

A management agreement is a contractual arrangement between the City and a property user that outlines the terms and conditions associated with usage. The terms and conditions are not standard and are negotiated between the two parties.

## PROPERTY MANAGEMENT RESPONSIBILITIES

### ANNUAL TENANCY FEE METHODOLOGY

The City is committed to providing access to property for the benefit of the Vincent community. The City does not seek to derive profit from leases in categories one (1) or two (2).

The annual fee methodology is based on the Gross Rental Value (GRV) of the property with a subsidisation applied based on a community benefit matrix.

Organisations located in categories three (3) and four (4) are responsible for all costs associated with the property and the charging methodology is based on market valuation with the terms negotiated. Organisations within these categories will not be subject to a Management Agreement.

### ANNUAL PROPERTY MANAGEMENT REPORTING

A report will be submitted to Council annually on organisations with occupancy agreements detailing:

- the occupancy agreement;
- revenue and expenditure; and
- level of subsidisation.

### COMMUNITY BENEFIT MATRIX

In order to make City properties accessible and readily available, incentives are available to categories one (1) and two (2).

#### INCENTIVE FORMULA

The City will credit a tenant’s account with the appropriate percentage reduction based on the community benefit matrix.

#### ELIGIBILITY & APPLICATION

In order for community groups and clubs to be assessed for the community benefit incentive, the tenant must provide the required documentation. Examples of this are annual Community Groups and Sporting Club Health Checks, Profit & Loss Statements, copies of constitutions etc.

### CLASSIFICATION OF TENANT

Under this framework, all tenants or prospective tenants of City properties will fall into one of four (4) categories which describe the primary purpose of the tenant.

The categories are:

Category One	Small community groups
Category Two	Sporting clubs and community groups and organisations
Category Three	Commercial entities, State and National clubs, associations and community organisations
Category Four	Government agencies

### ATTACHMENTS

Essential term templates

- a. Category One (1)
- b. Category Two (2)
- c. Category Three (3)
- d. Category Four (4)



## CATEGORY ONE (1) – SMALL COMMUNITY GROUPS

Eligibility Criteria	
Community Benefit	The service is unique, specific and meets a high level of need, or the service meets identified social/community needs. This type of service would not be provided unless supported by City.
Shared Use	Given the size of the facilities and level of use by the tenant, hiring to the community outside the tenant's agreed usage is not a requirement.
Revenue	The group has limited or no capacity to generate revenue from on-site use or activities and the income of the group is generally restricted to low membership fees.
Membership	Demonstrates minimal membership regime, good governance and facilitates programs and activities that add value to the social and community fabric of the City and are specifically targeted towards local residents.
Operational	Not-for-profit organization, community group or club run solely by volunteers
Organisational Structure	The organisation is locally based, stand alone and not-for-profit. It has a voluntary management committee, comprised mainly of local area representatives
Examples	Examples of community groups within this category are playgroups, toy libraries, community gardens, men's sheds and organisations specifically targeting social isolation.

Agreement Type	Outgoings	Statutory Compliance	Pest inspection	Rubbish & recycling bins	Emergency Services Levy	Building Insurance	Public Liability Insurance	Minor maintenance & repairs	Capital upgrades	Tenancy Fee
Management Agreement	X	X	X	X	✓	X	✓	X	X	10% GRV
Licence	✓	✓	✓	✓	✓	X	✓	✓	X	10% GRV
Lease	✓	✓	✓	✓	✓	✓	✓	✓	✓	10% GRV

A Management Agreement is likely for this category.

## CATEGORY TWO (2) – SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS

Eligibility Criteria	
Community Benefit	The service is unique, specific and meets high a level of need, or the service meets identified social/community needs. This type of service would not be able to be provided unless supported by City.
Shared Use	Given the size of the facilities and level of use by the tenant, hiring to the community outside the tenant's usage times on a fee for service basis (based on the City's Schedule of Fees and Charges for similar properties) is a requirement.
Revenue	The tenant has the capacity to generate revenue from its use of the property (i.e. membership, bar or kitchen facilities) or activities consistent with the organisational purpose of the tenant.
Membership	Demonstrates an affordable membership regime, good governance and facilitates programs and activities that add value to the social and community fabric of the City.
Operational	Not-for-profit organisation, community group or club run by volunteers or paid workers
Organisational Structure	The organisation is a locally based service, outlet or project that is part of a larger not-for-profit organisation. There is limited or no local area representation of the group/organisation.
Examples	Small sporting clubs, community groups, youth & day centres and community centres.

Agreement Type	Outgoings	Statutory Compliance	Pest inspection	Rubbish & recycling bins	Emergency Services Levy	Building Insurance	Public Liability Insurance	Minor maintenance & repairs	Capital upgrades	Tenancy Fee
Management Agreement	✓	X	X	✓	✓	X	✓	X	X	✓
Licence	✓	✓	✓	✓	✓	X	✓	✓	✓	✓
Lease	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

### CATEGORY THREE (3) – COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS AND COMMUNITY ORGANISATIONS

Eligibility Criteria	
Community Benefit	The provision of the service is generally not within the remit of local government and there may not be a direct local community benefit due to the nature of the group or organisation.
Revenue	Does not rely on Council for funding. Generates its own revenue, for example, by collecting membership fees, holding events, allowing venue hire, offering services or products for sale or is externally funded.
Organisational Structure	Includes corporations, incorporated associations, large not-for-profit organisations and private business owners.
Examples	Commercial recreation and leisure centres, for profit day care centres, state-wide or national not-for-profit organisations, medical practitioners, car parking licences, retail shops and office accommodation.

Agreement Type	Outgoings	Statutory Compliance	Pest inspection	Rubbish & recycling bins	Emergency Services Levy	Building Insurance	Public Liability Insurance	Minor maintenance & repairs	Capital upgrades	Tenancy Fee
Licence	✓	✓	✓	✓	✓	X	✓	✓	✓	Negotiated
Lease	✓	✓	✓	✓	✓	✓	✓	✓	✓	Negotiated by reference to Market Valuation

### CATEGORY FOUR (4) – GOVERNMENT AGENCIES

Eligibility Criteria	
Community Benefit	The provision of the service is generally not within the remit of local government and there may not be a direct local community benefit.
Revenue	Receives significant funding from the State Government or organisations other than City.
Organisational Structure	Government department or Government agency operated.
Examples	Kindergartens, child health clinics and government sporting venues.

Agreement Type	Outgoings	Statutory Compliance	Pest inspection	Rubbish & recycling bins	Emergency Services Levy	Building Insurance	Public Liability Insurance	Minor maintenance & repairs	Capital upgrades	Tenancy Fee
Licence	✓	✓	✓	✓	✓	✓	✓	✓	✓	Negotiated
Lease	✓	✓	✓	✓	✓	✓	✓	✓	✓	Negotiated by reference to Market Valuation



## GLOSSARY

### PROPRIETARY RIGHT

A right to use or occupy property which allows exclusion of others from use, alienates other interests and is enforceable against all except those with a better proprietary right.

### CAPITAL UPGRADE

Refers to enhancements to the existing facility to provide a higher level of service and/or enhancement which extends the original functionality or space. Capital upgrades extend the asset to cater for growth or additional service levels. Capital upgrades are at the City’s sole discretion and must demonstrate an alignment with the City’s Strategic Objectives.

### CAPITAL RENEWAL

Relates to expenses incurred to restore the original function of the facility by replacing elements that have a life cycle shorter than planned for the entire facility. For example, replacing carpets.

### CONTRACTUAL RIGHT

A right arising out of a contractual arrangement, for example the right to non-exclusive use of a property under a Licence or Management Agreement.

### GROSS RENTAL VALUE

The Gross Rental Value is an annual rental value for a property determined by the Valuer General once every 3 years in the metropolitan area. This means that properties are valued on their potential rental income rather than their capital value.

### EMERGENCY SERVICES LEVY (ESL)

The Emergency Services Levy (ESL) is a Department of Fire & Emergency Services compulsory levy for all buildings, which funds Western

Australia’s fire and emergency services, including career fire stations, volunteer fire brigades, State Emergency Service units, the Volunteer Marine Rescue Service and the multi-purpose Volunteer Emergency Service units.

### OUTGOINGS

Outgoings are fees or charges associated with the usage of a property. These may include utilities such as water, electricity and gas. Outgoings are charged in addition to Rent, Licence Fees and Rates and Taxes. The City may require Outgoings to be paid by instalments, based on an annual estimated budget for the premises (Variable Outgoings). Outgoings and Variable Outgoings are subject to annual review.

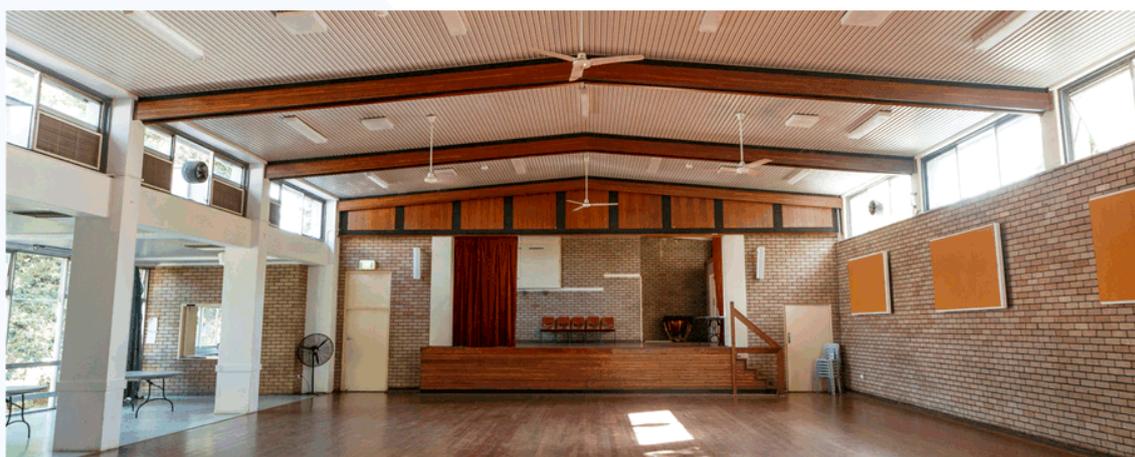
### HEALTH CHECK

The Health Check is a document required by all sporting clubs and community groups leasing City of Vincent property each year. It includes information on contact details, committee members, club management, sustainability, membership and financial performance. The Health Check will be provided to tenants each year (generally sent out in the second quarter) and must be completed and returned to the City with the required supporting information within a reasonable time.



## ESSENTIAL TERM TEMPLATE - CATEGORY ONE (1) - SMALL COMMUNITY GROUPS

Initial term	5 years
Option	Up to 2 x 5 years options (at the City's discretion)
Responsibilities of Tenant	<p><b>PAYMENTS</b></p> <ul style="list-style-type: none"> <li>Emergency Services Levy (ESL);</li> <li>\$20 million public liability insurance;</li> <li>rent or licence fee;</li> <li>all Outgoings, rates, taxes and insurances associated with the property;</li> <li>pest inspections (including termite inspections) and treatment;</li> <li>rubbish and recycling bin charges;</li> <li>cost of statutory compliance (RCD, smoke alarm, emergency exit and fire hydrant testing); and</li> <li>building insurance.</li> </ul> <p><b>REPAIR/MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>General minor maintenance of premises which includes replacement of fittings and fixtures including light globes and taps; and</li> <li>cleaning (internal and external including carpets annually) ;</li> </ul> <p><b>INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms.</li> </ul> <p><b>CITY ACKNOWLEDGEMENT</b></p> <ul style="list-style-type: none"> <li>The tenant will acknowledge the City's contribution.</li> </ul>
Responsibilities of the City	<p><b>PAYMENT (FOR MANAGEMENT AGREEMENTS ONLY)</b></p> <ul style="list-style-type: none"> <li>All Outgoings, rates, taxes and insurances associated with the property;</li> <li>pest inspections(including termite inspections) and treatment;</li> <li>rubbish and recycling bin charges;</li> <li>cost of statutory compliance (RCD, smoke alarm, emergency exit and fire hydrant testing); and</li> <li>building insurance.</li> </ul> <p><b>REPAIR/MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>Re-painting of premises to ensure they remain in good repair;</li> <li>maintenance of roofing, mechanical services and the main structure (unless damage caused by tenant/licensor); and</li> <li>Capital Renewal of existing assets.</li> </ul> <p><b>CAPITAL UPGRADES</b></p> <ul style="list-style-type: none"> <li>Capital Upgrade and capital expansion of all assets within the leased area at the City's discretion.</li> </ul> <p><b>INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms.</li> </ul>
Licence Fee/Rent	10% GRV



## ESSENTIAL TERM TEMPLATE – CATEGORY TWO (2) – SPORTING CLUBS AND COMMUNITY GROUPS AND ORGANISATIONS

Initial term	5 years
Option	Up to 2 x 5 years options (at the City's discretion)
Responsibilities of Tenant	<p><b>PAYMENTS</b></p> <ul style="list-style-type: none"> <li>All Outgoings, rates, taxes and insurances;</li> <li>cost of statutory compliance including RCD, smoke alarm, emergency exit and fire hydrant testing (with the exception of groups on a Management Agreement);</li> <li>pest inspections (including termite inspections) and treatment (with the exception of groups on a Management Agreement);</li> <li>rubbish and recycling bin charges;</li> <li>Emergency Services Levy (ESL);</li> <li>building insurance (with the exception of groups on a Licence or Management Agreement); and</li> <li>\$20 million public liability insurance.</li> </ul> <p><b>REPAIR/MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>General minor maintenance of premises which includes replacement of fittings and fixtures including light globes and taps (with the exception of groups on a Management Agreement);</li> <li>re-painting of premises to ensure they remain in good repair; and</li> <li>cleaning (internal and external including carpets annually);</li> </ul> <p><b>CAPITAL UPGRADES</b></p> <ul style="list-style-type: none"> <li>Capital Upgrade and capital expansion of all assets within the leased or licenced area.</li> </ul> <p><b>INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms.</li> </ul> <p><b>CITY ACKNOWLEDGEMENT</b></p> <ul style="list-style-type: none"> <li>The tenant will acknowledge the City's contribution.</li> </ul>
Responsibilities of the City	<p><b>REPAIR/MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>Maintenance of roofing, mechanical services and the main structure (unless damage caused by Lessee/ Licensor); and</li> <li>Capital Renewal of existing assets at the City's discretion.</li> </ul>
Licence Fee/Rent	10% GRV



## ESSENTIAL TERM TEMPLATE – CATEGORY THREE (3) – COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS AND COMMUNITY ORGANISATIONS

Initial term	Up to a maximum of 10 years.
Option	Up to 2 x 5 years options (at the City's discretion)
Responsibilities of Tenant	<p>UNLESS OTHERWISE AGREED BETWEEN THE PARTIES:</p> <p><b>PAYMENTS</b></p> <ul style="list-style-type: none"> <li>All Outgoings, rates and taxes, including rubbish and recycling bin charges;</li> <li>cost of statutory compliance (RCD, smoke alarm, emergency exit and fire hydrant testing);</li> <li>pest inspections (including termite inspections) and treatment;</li> <li>Emergency Services Levy (ESL);</li> <li>building insurance, premium and excess; and</li> <li>\$20 million public liability insurance.</li> </ul> <p><b>REPAIR/MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>General minor maintenance of premises which includes replacement of fittings and fixtures including light globes and taps;</li> <li>re-painting of premises to ensure they remain in good repair;</li> <li>cleaning (internal and external including carpets annually); and</li> <li>line-marking of parking bays in car parks (if applicable).</li> </ul> <p><b>CAPITAL UPGRADES</b></p> <ul style="list-style-type: none"> <li>Capital Upgrade and capital expansion of all assets within the leased or licenced area; and</li> <li>maintenance of fit-out.</li> </ul> <p><b>INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms.</li> </ul>
Responsibilities of the City	<p><b>REPAIR/MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>Maintenance of roofing, mechanical services and main structure (unless damage caused by Lessee/Licensor);</li> </ul> <p><b>CAPITAL RENEWAL</b></p> <ul style="list-style-type: none"> <li>Capital Renewal of existing assets at the City's discretion.</li> </ul>
Obligations of Tenant and default provisions	<ul style="list-style-type: none"> <li>The tenant is responsible for paying any Licence Fees/Rent and any other monies owing under the agreement within 14 days of the due date.</li> <li>If the tenant fails to pay an invoice within the 14 day grace period, interest at a prescribed rate (as set by the agreement) will accrue on the outstanding amount until it is paid for in full.</li> <li>Continued failure to pay monies due and owing under the agreement may result in the City terminating the agreement due to the tenant's default.</li> <li>If the tenant disputes any amount due and owing under the agreement, the tenant must notify the City accordingly. In the absence of manifest error, the tenant must pay the outstanding amount on the due date and any dispute about the amount will be resolved with the City following payment.</li> </ul>
Licence Fee/Rent	By negotiation and based on current market valuation obtained at the tenant's cost.



## ESSENTIAL TERM TEMPLATE – CATEGORY FOUR (4) – GOVERNMENT AGENCIES

Initial term	Up to a maximum of 10 years.
Option	Up to 2 x 5 years options (at the City's discretion)
Responsibilities of Tenant	<p>UNLESS OTHERWISE AGREED BETWEEN THE PARTIES:</p> <p><b>PAYMENTS</b></p> <ul style="list-style-type: none"> <li>All Outgoings, rates and taxes, including rubbish and recycling bin charges;</li> <li>cost of statutory compliance (RCD, smoke alarm, emergency exit and fire hydrant testing)</li> <li>pest inspections (including termite inspections) and treatment;</li> <li>Emergency Services Levy (ESL);</li> <li>building insurance; and</li> <li>\$20 million public liability insurance.</li> </ul> <p><b>REPAIR/MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>General minor maintenance of premises which includes replacement of fittings and fixtures including light globes and taps;</li> <li>re-painting of premises to ensure they remain in good repair;</li> <li>cleaning (internal and external including carpets annually); and</li> <li>line-marking of parking bays in car parks (if applicable).</li> </ul> <p><b>CAPITAL UPGRADES</b></p> <ul style="list-style-type: none"> <li>Capital Upgrade and capital expansion of all assets within the leased or licenced area; and</li> <li>maintenance of fit-out.</li> </ul> <p><b>INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms.</li> </ul> <p><b>CITY ACKNOWLEDGEMENT</b></p> <ul style="list-style-type: none"> <li>If less than the market rent is being paid by the tenant, the tenant will acknowledge the City's support through signage or other means as agreed by the City.</li> </ul>
Obligations of Tenant and default provisions	<ul style="list-style-type: none"> <li>The tenant is responsible for paying any Licence Fees/Rent and any other monies owing under the agreement within 14 days of the due date.</li> <li>If the tenant fails to pay an invoice within the 14 day grace period, interest at a prescribed rate (as set by the agreement) will accrue on the outstanding amount until it is paid for in full.</li> <li>Continued failure to pay monies due and owing under the agreement may result in the City terminating the agreement due to the tenant's default.</li> <li>If the tenant disputes any amount due and owing under the agreement, the tenant must notify the City accordingly. In the absence of manifest error, the tenant must pay the outstanding amount on the due date and any dispute about the amount will be resolved with the City following payment.</li> </ul>
Responsibilities of the City	<p><b>REPAIR/MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>Maintenance of roofing, mechanical services and main structure (unless damage caused by tenant/licensor).</li> </ul> <p><b>CAPITAL RENEWAL</b></p> <ul style="list-style-type: none"> <li>Capital Renewal of existing assets at the City's discretion.</li> </ul>
Lease Fee/Rent	By negotiation and based on current market valuation obtained at the tenant's cost.



# APPENDIX 1

## LIST OF PROPERTIES

Property Type	Facility Name
Bowling Club	Portion of 10 Farmer Street, North Perth
Child Health Clinic	244A Vincent Street, Leederville
Child Health Clinic	4 Broome Street, Highgate
Child Health Clinic	84 Harold Street, Highgate
Child Health Clinic	Portion of 99 Loftus Street, Leederville
Child Health Clinic	Portion of Mt Hawthorn Community Centre, 197 Scarborough Beach Road, Mt Hawthorn
Clinic and offices	Portion of Beatty Park Leisure Centre, 220 Vincent Street, North Perth
Community Centre	Portion of 10 Farmer Street, North Perth
Community Centre	62 Frame Court, Leederville
Community Centre	413 Bulwer Street, West Perth
Community Centre	Portion of 99 Loftus Street, Leederville
Community Facility	38 Kalgoorlie Street, Mount Hawthorn
Community Facility	Portion of 176 Fitzgerald Street, Perth
Community Garden	Portion of 10 Farmer Street, North Perth
Croquet Club	66 Harold Street, Mt Lawley
Dental Clinic	31 Sydney Street, North Perth
Kindergarten	45 Richmond Street, Leederville
Men's Shed	Portion of 10 Farmer Street, North Perth
Office	286 Beaufort Street, Perth
Offices	246 Vincent Street, Leederville
Offices	4 View Street, North Perth
Playgroup	15 Haynes Street, North Perth
Playgroup	87 The Boulevard, Mt Hawthorn
Playgroup	Portion of Forrest Park Pavilion, 127 Wright Street, Highgate
Playgroup	Portion of Mt Hawthorn Community Centre, 197 Scarborough Beach Road, Mt Hawthorn
Sporting facilities	180 Charles Street, West Perth
Sporting facilities	Portion of 99 Loftus Street, Leederville
Sporting facilities	39 Britannia Road, Leederville
Sporting facilities	55 Albert Street, North Perth
Sporting facilities	Portion of 244 Vincent Street, Leederville
Sporting facilities	Portion of 244 Vincent Street, Leederville
Sporting facilities	Portion of Forrest Park Pavilion, 127 Wright Street, Highgate
Sporting facilities	41 Britannia Street, Leederville
Sporting facilities	315 Bulwer Street, Perth
Sporting facilities	Portion of 3 Lawley Street, West Perth
Tennis Club	Portion of 176 Fitzgerald Street, Perth
Tennis Club	150 Richmond Street, Leederville
Tennis Club	176 Fitzgerald Street, Perth
Tennis Club	310 Pier Street, Perth
Tennis Club	Portion of 10 Farmer Street, North Perth
Toy Library	Portion of Mt Hawthorn Community Centre, 197 Scarborough Beach Road

**7.4 TEMPORARY EXEMPTIONS WITHIN LOCAL PLANNING FRAMEWORK**

- Attachments:
1. Notice of Exemption [↓](#) 
  2. Administration Comment on Exemptions [↓](#) 

**RECOMMENDATION:**

That the COVID-19 Relief and Recovery Committee:

1. **NOTES** the Notice of Exemption issued by the Minister for Planning on 8 April 2020 (included in Attachment 1) and **SUPPORTS** the application of these exemptions, in addition to the COVID-19 Relief Measures agreed at the 30 March 2020 Special Council Meeting; and
2. **NOTES** that the investigation of concerns or complaints received by the City in relation to the matters covered within the Notice of Exemption will be undertaken on a case-by-case basis and having regard to the risk to people and property and the reasonableness of the complaint, before deciding whether to pursue legal proceedings in accordance with the City's Policy No. 4.1.22 – Prosecution and Enforcement.

**COMMITTEE DECISION ITEM 7.4**

**Moved:** Cr Gontaszewski, **Seconded:** Cr Castle

That the recommendation be adopted.

**CARRIED UNANIMOUSLY (3-0)**

**For:** Mayor Cole, Cr Gontaszewski and Cr Castle

**Against:** Nil

*Planning and Development Act 2005*  
*Planning and Development (Local Planning Schemes) Regulations 2015*

**CLAUSE 78H NOTICE OF EXEMPTION  
 FROM PLANNING REQUIREMENTS  
 DURING STATE OF EMERGENCY**

Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* (LPS Regulations) contains deemed provisions which have effect and may be enforced as part of each local planning scheme to which they apply, whether they are prescribed before or after the scheme comes into force. If a Deemed Provision that has effect as part of a local planning scheme is inconsistent with another provision in the scheme, the Deemed Provision prevails and the other is, to the extent of the inconsistency, of no effect.

Part 10B of Schedule 2, made by the *Planning and Amendment (Local Planning Schemes) Amendment Regulations 2020*, enables the Minister for Planning to issue notices exempting the need for compliance with one or more requirements of a local planning scheme.

On 16 March 2020, a State of Emergency Declaration was made in relation to the State of Western Australia. The issue of a notice under clause 78H (1), Schedule 2 of the LPS Regulations (this Notice), is now required for the purpose of facilitating a response to, or recovery from, the emergency occasioned by the COVID-19 pandemic.

Accordingly, I, **Rita Saffioti MLA**, Minister for Planning, pursuant to the powers vested in me under Part 10B, Schedule 2 of the LPS Regulations, HEREBY:

- A. ISSUE an exemption from the planning requirements identified in column 1 of the attached Schedules, for the local planning schemes specified in column 2 of the attached Schedules (to which the Deemed Provisions apply), subject to the conditions specified in column 3 of the attached schedules.
- B. DECLARE that this Notice made will remain in effect until midnight, 1 May 2023. The exemptions detailed in this Notice will expire at midnight 1 May 2023, unless otherwise stated in this Notice.
- C. RECORD that this Notice is signed by me at 5.00 am/pm upon this 8th day of April 2020

The Hon Rita Saffioti MLA  
 MINISTER FOR PLANNING

SCHEDULES

Column 1 - Requirements	Column 2 - Schemes	Column 3 - Conditions
<b>Schedule 1 – Exemption from requirement to obtain approval</b>		
<p>1.1 Proponents are exempted from the requirement to obtain development approval for the use of, or undertaking of works on, land, where such use or works relate to medical or health related activities associated with a response to the COVID-19 Pandemic.</p>	<p>All local planning schemes.</p>	<p>1. Provided that a Public Authority or local government advises or identifies the medical or health related activities as necessary in response to the COVID-19 Pandemic.</p> <p>2. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</p>
<p>1.2 Proponents are exempted from the requirement to obtain development approval for the following uses, and temporary works associated with these:</p> <ul style="list-style-type: none"> <li>i. shop;</li> <li>ii. restaurant/café;</li> <li>iii. convenience store (excluding those selling petroleum products);</li> <li>iv. consulting rooms;</li> <li>v. office.</li> </ul>	<p>All local planning schemes.</p>	<p>1. Provided that:</p> <ul style="list-style-type: none"> <li>a) the land to be used is located in a commercial, centre and/or mixed use zone;</li> <li>b) the use is not prohibited by the scheme;</li> <li>c) no new permanent structures are required (with the exception that car parking bays are permitted);</li> <li>d) for shop uses, once the proposed use is in place, the net lettable area for the land use does not exceed 400m<sup>2</sup>; and</li> <li>e) the land is connected to all reticulated utility services, and does not depend on any onsite effluent disposal.</li> </ul> <p>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</p> <p>3. Despite any other condition, this exemption does not apply to a Heritage-Protected Place.</p> <p>4. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</p>
<p>1.3 Proponents are exempted from the requirement to obtain</p>	<p>All local planning schemes.</p>	<p>1. Provided that:</p>

Column 1 - Requirements	Column 2 - Schemes	Column 3 - Conditions
<p>development approval for the following uses, and temporary works associated with these:</p> <ul style="list-style-type: none"> <li>i. industry;</li> <li>ii. industry-light;</li> <li>iii. trade supplies;</li> <li>iv. warehouse/storage;</li> <li>v. transport depot.</li> </ul>		<ul style="list-style-type: none"> <li>a) the land to be used is located in an industrial zone;</li> <li>b) the use is not prohibited by the scheme;</li> <li>c) the land is connected to all reticulated utility services, and does not depend on any onsite effluent disposal; and</li> <li>d) either:                             <ul style="list-style-type: none"> <li>i. no new permanent structures are required; or</li> <li>ii. any structures required to facilitate the use are deemed temporarily approved for a period of no more than 2 years, from the date the use commences, after which the structures must be removed.</li> </ul> </li> </ul> <p>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</p> <p>3. Despite any other condition, this exemption does not apply to a Heritage-Protected Place.</p> <p>4. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</p>
<p>1.4 Proponents are exempted from the requirement to obtain development approval for the following uses, and temporary works associated with these:</p> <ul style="list-style-type: none"> <li>i. home business;</li> <li>ii. home occupation.</li> </ul>	<p>All local planning schemes.</p>	<ul style="list-style-type: none"> <li>1. Provided that the land to be used is located in:                             <ul style="list-style-type: none"> <li>a) a residential zone; or</li> <li>b) where a dwelling, grouped dwelling or multiple dwelling is a permitted use.</li> </ul> </li> <li>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</li> <li>3. An exemption under this clause will expire 90 days after the date upon which the State</li> </ul>

Column 1 - Requirements	Column 2 - Schemes	Column 3 - Conditions
		of Emergency Declaration ceases to have effect, or is revoked.
<p>1.5 Proponents are exempted from the requirement to obtain development approval for the following uses, and temporary works associated with these:</p> <ul style="list-style-type: none"> <li>i. commercial vehicle parking.</li> </ul>	All local planning schemes.	<p>1. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</p> <p>2. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</p>
<p>1.6 Proponents are exempted from the requirement to obtain development approval to the use of, or undertaking of works on, land, where such use or works concern temporary workers' accommodation.</p>	All local planning schemes.	<p>1. Provided that the temporary workers' accommodation applies to a workforce necessary for the installation of, or construction of, and maintenance of, essential services such as (but not limited to) power stations, water, desalination plants or sewer treatment facilities.</p> <p>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</p> <p>3. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</p>
<b>Schedule 2 – Exemptions from requirements under a condition of development approval</b>		
<p>2.1 Proponents are exempted from any restriction upon loading or unloading times, related to the delivery of goods and/or petroleum products.</p>	All local planning schemes.	<p>1. Confined to premises with an existing approval, or the benefit of an exemption under this Notice, to sell goods and/or petroleum products.</p> <p>2. Provided that the proponent notifies the local government within 7 days of commencing use of this exemption.</p> <p>3. An exemption under this clause will expire 90 days after the date upon which the State</p>

Column 1 - Requirements	Column 2 - Schemes	Column 3 - Conditions
		of Emergency Declaration ceases to have effect or is revoked.
<b>Schedule 3 – Exemptions relating to non-conforming uses</b>		
3.1 Any approval for a non-conforming use, is exempt from a provision that annuls the approval because of a discontinuance of that non-conforming use.	All local planning schemes.	1. The period during which the State of Emergency is declared shall be excluded from any calculation of the period for which a non-conforming use ceases to exist.  2. An exemption under this clause will expire on the day after that upon which the State of Emergency Declaration ceases to have effect or is revoked.
<b>Schedule 4 – Exemption from requirements re: consultation, advertisement, applications, time limits or forms</b>		
4.1 In relation to making a local planning policy, local governments are exempted from the requirements under cl.4.	All local planning schemes.	1. Provided that: <ul style="list-style-type: none"> <li>a) the policy relates to exemptions from the requirement to obtain approval to a change of use;</li> <li>b) the local government advertises the proposed policy on its website for a minimum of 3 days; and</li> <li>c) publishes the adopted version of the policy on its website.</li> </ul> 2. An exemption under this clause will expire on the day after that upon which the State of Emergency Declaration ceases to have effect or is revoked.
4.2 In relation to an approved development application, proponents are exempted from the requirement to substantially commence development.	All local planning schemes.	1. Provided that: <ul style="list-style-type: none"> <li>a) the original deadline for substantial commencement is exempted; and</li> <li>b) a new deadline for substantial commencement is substituted, being the original deadline plus a further period of 2 years.</li> </ul> 2. The exemption under this clause will only be available for development applications decided on, or before, the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.

Column 1 - Requirements	Column 2 - Schemes	Column 3 - Conditions
<p>4.3 In relation to a structure plan under cl.18-cl.20 or activity centre plan under cl.34-cl.36, local governments are exempted from any requirements relating to the manner and timeframe of advertising, consideration or submission.</p>	<p>All local planning schemes.</p>	<p>1. Provided that, in relation to structure plans, the local government:</p> <ul style="list-style-type: none"> <li>a) advertises the structure plan and accompanying materials on its website for no more than 42 days and installs a sign somewhere prominent on the land to which the said plan applies notifying the public of where the documents are online;</li> <li>b) complies with the requirements of cl.20(1) within 90 days of the latest to occur of cl.20(1)(a) - (c).</li> </ul> <p>2. Provided that, in relation to activity centre plans, the local government:</p> <ul style="list-style-type: none"> <li>a) advertises the activity centre plan and accompanying materials on its website for no more than 42 days and installs a sign somewhere prominent on the land to which the said plan applies notifying the public of where the documents are online;</li> <li>b) complies with the requirements of cl.36(1) within 90 days of the latest of cl.36(1)(a) - (c).</li> </ul> <p>3. An exemption under this clause will expire on the day after that upon which the State of Emergency Declaration ceases to have effect or is revoked.</p>
<p>4.4 Local governments exempted from the requirements under the Deemed Provisions to make any documents, whatsoever, available for public inspection at a local government's offices.</p>	<p>All local planning schemes.</p>	<p>1. Provided that the documents are published for public inspection on the local government website.</p> <p>2. An exemption under this clause will expire on the day after that upon which the State of Emergency Declaration ceases to have effect or is revoked.</p>
<p><b>Schedule 5 – Exemptions from other requirements</b></p>		
<p>5.1 Where premises are approved for use, or in relation to any application for development approval,</p>	<p>All local planning schemes.</p>	<p>1. Provided that this exemption only applies to:</p> <ul style="list-style-type: none"> <li>a) non-residential development; and</li> </ul>

Column 1 - Requirements	Column 2 - Schemes	Column 3 - Conditions
proponents are exempted from a requirement to provide car parking facilities.		b) where the proponent provides less than the number of parking bays required for the use in question, and the shortfall is 10 parking bays or less.  2. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.
5.2 In relation to an approved development application, proponents are exempted from the requirement to provide cash-in lieu payments, as an alternative to providing car parking facilities.	All local planning schemes.	1. Provided that this exemption only applies to non-residential development.  2. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.
<b>Schedule 6 – Exemptions of a type that may fall within multiple categories</b>		
6.1 Where premises are approved for use as an hotel, tavern, restaurant/café or other similar venue, proponents are exempted from: <ul style="list-style-type: none"> <li>i. any condition of approval, or designation in the approved use, requiring the food prepared at the premises to be consumed on the premises;</li> <li>ii. any requirement to obtain approval for food to be prepared for consumption off premises;</li> <li>iii. any requirement to obtain approval to minor, temporary, works that are necessary to adapt existing premises to use the exemption contemplated under (i) or (ii) above;</li> </ul>	All local planning schemes.	1. Provided that no new permanent structures are required (with the exception that car parking bays are permitted).  2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.  3. In relation to signage, provided the signage <ul style="list-style-type: none"> <li>a) is not installed in a residential zone;</li> <li>b) relates only to the business conducted on the premises; and</li> <li>c) does not contain any illumination, animation, movement, reflective, retro-reflective or fluorescent materials in its design structure.</li> </ul> 4. Despite any other condition, this exemption does not apply to a Heritage-Protected Place where works are required.  5. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.

Column 1 - Requirements	Column 2 - Schemes	Column 3 - Conditions
iv. any requirement to obtain approval to signage of uses now permitted by virtue of this exemption.		
6.2 Proponents are exempted from the requirement to obtain approval to changes to existing approved signage.	All local planning schemes.	<p>1. Provided that:</p> <ul style="list-style-type: none"> <li>a) such signage is not installed in a residential zone;</li> <li>b) relates only to the business conducted on the premises; and</li> <li>c) the changes do not:                             <ul style="list-style-type: none"> <li>i. alter the size of the approved sign; or</li> <li>ii. contain any illumination, animation, movement, reflective, retro-reflective or fluorescent materials in its design structure.</li> </ul> </li> </ul> <p>2. Despite any other condition, this exemption does not apply to a Heritage-Protected Place where works are required.</p> <p>3. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.</p>
6.3 Exemption from any requirement under a scheme that would ordinarily apply to development required to implement a direction or authorisation issued under the <i>Emergency Management Act 2005</i> or the <i>Public Health Act 2016</i>	All local planning schemes.	1. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.

**Interpretation and Guidance notes**

1. In this Notice a generous, broad interpretation is to be given to terms.
2. "Deemed Provisions" means Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

3. The term “all local planning schemes” relates to those schemes to which the Deemed Provisions apply.
4. The term “proponent” should be interpreted broadly and includes any owner or occupier of land, and also includes any applicant or agent acting on their behalf.
5. Unless otherwise stated, a reference to a clause in this Notice is to a clause in the Deemed Provisions.
6. “Approved development application” is a term intended to cover applications for which approval is granted, whether that is granted before or after the commencement of this Notice.
7. “DAP” means Development Assessment Panel.
8. Heritage-Protected Place means a place that is —
  - a) entered in the State Register of Heritage Places under the *Heritage Act 2018* section 42; or
  - b) the subject of an order under the *Heritage Act 2018* Part 4; or
  - c) the subject of a heritage agreement that has been certified under the *Heritage Act 2018* section 90; or
  - d) included on a heritage list prepared in accordance with a Scheme; or
  - e) within an area designated under a Scheme as a heritage area.
9. “State of Emergency Declaration” means the State of Emergency declared by the Minister for Emergency Services, as effective from 12am, 16 March 2020. This was made under s56 of the *Emergency Management Act 2005*.
  - a) When the State of Emergency Declaration is no longer required, the declaration will expire on either:
    - i. a date specified in a notice issued under s58 of the *Emergency Management Act 2005*, by the Minister for Emergency Services: or
    - ii. a date specified in a revocation notice issued by the said Minister.
  - b) Information relating to this will be available on websites such as:  
<https://www.wa.gov.au/government/document-collections/covid-19-coronavirus-state-of-emergency-declarations>
10. “Public Authority” has the same definition as “public authority” in section 4, *Planning and Development Act 2005*.
11. For the avoidance of doubt, this Notice provides **temporary** exemptions from planning requirements. Consistent with clause 78J (2) of the Deemed Provisions, this Notice cannot provide a permanent exemption from a planning requirement under a scheme.
  - a) For example, the exemption in clause 5.2 of this Notice, from paying a cash in lieu requirement, is not a permanent waiver of the requirement. This exemption, like all others, expires at the conclusion of the timeframe specified for the exemption. Upon

that expiry, payment must be made. Nothing in this clause prevents a proponent from exercising its rights of review in relation to cash in lieu conditions.

12. An exemption provided for under this Notice only relates to planning requirements applicable pursuant to a local planning scheme (including under the Deemed Provisions), and does not exempt any other requirement that might apply under any other law. For example, a proponent seeking to rely upon an exemption set out in this Notice may still require approvals under health, building, environment, liquor licencing and other statutory requirements.
13. In interpreting both this Notice and different local planning schemes to which this Notice applies, including but not limited to land use terms and zoning classification descriptions, words can express the same idea in a different form of words and ideas are not to be taken as different just because different forms of words were used. For example, a reference to a “residential” zone and uses includes all such zones and uses substantively of this type or genus, whatever nomenclature is used by a local government in their particular local planning scheme.
14. In clause 1.3 provision is made for temporary approval of 2 years to any structures required to facilitate the uses listed in 1.3. There is no need to remove such structures if, before the 2 year period expires, development approval is granted to those structures.
15. To avoid any doubt, the exemption in clause 3.1 operates to “stop the clock” on the period of discontinuance for a non-conforming use, which is usually 6 months or other longer period approved by the local government, and will be paused for such time as the State of Emergency Declaration is in force.
16. An exemption relied upon by a local government or proponent under this Notice does not preclude a local government or proponent from relying upon any other exemption, if applicable, including but not limited to cl.61 of the Deemed Provisions.
17. An exemption under this Notice is a discretionary right afforded to the person designated in the Notice – it is not an obligation imposed on that person. A local government afforded an exemption under this Notice may exercise their discretion not to rely upon that exemption. A proponent afforded an exemption under this Notice may likewise exercise their discretion not to rely upon that exemption.

**Administration's Comments on Exemptions:**

Exemption	Condition of Exemption	Administration Comment
<b>Requirement for Development Approval</b>		
<p>1.1 Proponents are exempted from the requirement to obtain development approval for the use of, or undertaking of works on land, where such use or works relate to medical or health related activities associated with a response to the COVID-19 Pandemic.</p>	<ol style="list-style-type: none"> <li>1. Provided that a Public Authority of local government advises or identifies the medical or health related activities as necessary in response to the COVID-19 Pandemic.</li> <li>2. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</li> </ol>	<p>Council's resolution of 30 March 2020 exempted the need for change of use applications for medical and health related services in all zones except the Residential zone. The Notice of Exemption expands on this to apply to all zones, and also exempts the works component from requiring approval.</p> <p>Administration will keep a register of exemptions and will follow up on any matters which will expire once the Notice of Exemption ceases.</p>
<p>1.2 Proponents are exempted from the requirement to obtain development approval for the following uses, and temporary works associated with these:</p> <ol style="list-style-type: none"> <li>i. shop;</li> <li>ii. restaurant/café;</li> <li>iii. convenience store (excluding those selling petroleum products);</li> <li>iv. consulting rooms;</li> <li>v. office.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provided that:                             <ol style="list-style-type: none"> <li>a) the land to be used is located in a commercial, centre and/or mixed-use zone;</li> <li>b) the use is not prohibited by the scheme;</li> <li>c) no new permanent structures are required (with the exception that car parking bays are permitted);</li> <li>d) for shop uses, once the proposed use is in place, the net lettable area for the land use does not exceed 400m<sup>2</sup>; and</li> <li>e) the land is connected to all reticulated utility services, and does not depend on any onsite effluent disposal.</li> </ol> </li> <li>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</li> <li>3. Despite any other condition, this exemption does not apply to a Heritage-Protected Place.</li> <li>4. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</li> </ol>	<p>Council's resolution of 30 March 2020 exempted the need for change of use applications for all permissible uses within all zones with the exception of the Residential zone, provided they are not Heritage Listed. The Notice of Exemption expands on this to also apply to temporary works components for the specified uses.</p> <p>Administration will keep a register of exemptions and will follow up on any matters which will expire once the Notice of Exemption ceases.</p>

**Administration's Comments on Exemptions:**

Exemption	Condition of Exemption	Administration Comment
<p>1.3 Proponents are exempted from the requirement to obtain development approval for the following uses, and temporary works associated with these:</p> <ul style="list-style-type: none"> <li>i. industry;</li> <li>ii. industry-light;</li> <li>iii. trade supplies;</li> <li>iv. warehouse/storage;</li> <li>v. transport depot.</li> </ul>	<ul style="list-style-type: none"> <li>1. Provided that:                             <ul style="list-style-type: none"> <li>a) the land to be used is located in an industrial zone;</li> <li>b) the use is not prohibited by the scheme;</li> <li>c) the land is connected to all reticulated utility services, and does not depend on any onsite effluent disposal; and</li> <li>d) either:                                     <ul style="list-style-type: none"> <li>i. no new permanent structures are required; or</li> <li>ii. any structures required to facilitate the use are deemed temporarily approved for a period of no more than 2 years, from the date the use commences, after which the structures must be removed.</li> </ul> </li> </ul> </li> <li>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</li> <li>3. Despite any other condition, this exemption does not apply to a Heritage-Protected Place.</li> <li>4. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</li> </ul>	<p>This exemption is not applicable as the City does not have any industrial zoned land under LPS2.</p> <p>Administration will keep a register of exemptions and will follow up on any matters which will expire once the Notice of Exemption ceases.</p>
<p>1.4 Proponents are exempted from the requirement to obtain development approval for the following uses, and temporary works associated with these:</p> <ul style="list-style-type: none"> <li>i. home business;</li> <li>ii. home occupation.</li> </ul>	<ul style="list-style-type: none"> <li>1. Provided that the land to be used is located in:                             <ul style="list-style-type: none"> <li>a) a residential zone; or</li> <li>b) where a dwelling, grouped dwelling or multiple dwelling is a permitted use.</li> </ul> </li> <li>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</li> </ul>	<p>The City currently requires development approval for Home Businesses within the Residential zone. The Notice of Exemption exempts this use from requiring development approval. Home Occupations are currently exempt from requiring development approval where they satisfy the criteria of LPS2 in accordance with the City's Policy No. 7.5.9 – Home Business, Home Occupation and Home Office and Home Store.</p>

**Administration's Comments on Exemptions:**

Exemption	Condition of Exemption	Administration Comment
	<p>3. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</p>	<p>The Notice of Exemption provides greater flexibility for businesses, services and professions to take place from homes in response to the social distancing and self-isolation requirements. The Home Business use is permissible within the Residential zone under LPS2, and is appropriate within this context. Complaints received in relation to concerns with the operation of the use in respect to nuisance and amenity will be addressed by Administration on a case-by-case basis and the reasonableness of the complaints, in accordance with the City's Policy No. 4.1.22 – Prosecutions and Enforcement (Enforcement Policy).</p> <p>Administration will keep a register of exemptions and will follow up on any matters which will expire once the Notice of Exemption ceases.</p>
<p>1.5 Proponents are exempted from the requirement to obtain development approval for the following uses, and temporary works associated with these:</p> <ul style="list-style-type: none"> <li>i. commercial vehicle parking.</li> </ul>	<ul style="list-style-type: none"> <li>1. Provided that the proponent notify the local government within 7 days of commencing the use, that the use is being undertaken.</li> <li>2. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</li> </ul>	<p>The City currently requires development approval for Commercial Vehicle Parking as this is a use not listed in the zoning table of LPS2. The Notice of Exemption exempts this use from requiring development approval.</p> <p>A commercial vehicle is defined under LPS2 as a vehicle which is greater than 4.5 tonnes and generally includes vans, trucks, buses and earthmoving equipment.</p> <p>The City has historically received few development applications for commercial vehicle parking. Administration notes that should proponents take advantage of this exemption it may lead to a greater number of enquiries and complaints from neighbours as a result of potential visual amenity concerns.</p> <p>Administration will keep a register of exemptions and will follow up on any matters which will expire once the Notice of Exemption ceases.</p>

**Administration's Comments on Exemptions:**

Exemption	Condition of Exemption	Administration Comment
<p>1.6 Proponents are exempted from the requirement to obtain development approval to the use of, or undertaking of works on, land, where such use or works concern temporary workers' accommodation.</p>	<ol style="list-style-type: none"> <li>1. Provided that the temporary workers' accommodation applies to a workforce necessary for the installation of, or construction of, and maintenance of, essential services such as (but not limited to) power stations, water, desalination plants or sewer treatment facilities.</li> <li>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</li> <li>3. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</li> </ol>	<p>It is unlikely that these sorts of uses would be proposed given the City's context. Notwithstanding the City would currently require development approval for these uses as they are not listed in the zoning table of LPS2.</p> <p>Administration was granted the ability to determine unlisted use applications under delegated authority in Council's resolution of 30 March 2020. The Notice of Exemption exempts these uses from requiring development approval.</p> <p>Administration will keep a register of exemptions and will follow up on any matters which will expire once the Notice of Exemption ceases.</p>
<p><b>Exemptions for Requirements under a Condition of Development Approval</b></p>		
<p>2.1 Proponents are exempted from any restriction upon loading or unloading times, related to the delivery of goods and/or petroleum products.</p>	<p>2.1 Proponents are exempted from any restriction upon loading or unloading times, related to the delivery of goods and/or petroleum products.</p>	<p>Council's resolution of 30 March 2020 approved a range of relief measures which included an amnesty on delivery and operating hour's requirements of existing development approvals.</p> <p>Administration will keep a register of exemptions and will follow up on any matters which will expire once the Notice of Exemption ceases. Any complaints received in respect to amenity or nuisance concerns from operating hours will be investigated on a case-by-case basis in accordance with the City's Enforcement Policy.</p>
<p><b>Exemptions Relating to Non-Conforming Uses</b></p>		
<p>3.1 Any approval for a non-conforming use, is exempt from a provision that annuls the approval because of a discontinuance of that non-conforming use.</p>	<ol style="list-style-type: none"> <li>1. The period during which the State of Emergency is declared shall be excluded from any calculation of the period for which a non-conforming use ceases to exist.</li> <li>2. An exemption under this clause will expire on the day after that upon which the State of Emergency Declaration ceases to have effect or is revoked.</li> </ol>	<p>Noted. The period of the State of Emergency will not be included for the purposes of the calculating the non-conforming use period.</p>
<p><b>Exemption from Other Requirements (i.e. Consultation, Advertisement, Applications, Time Limits or Forms)</b></p>		

**Administration's Comments on Exemptions:**

Exemption	Condition of Exemption	Administration Comment
<p>4.1 In relation to making a local planning policy, local governments are exempted from the requirements under cl.4.</p>	<p>1. Provided that:</p> <ul style="list-style-type: none"> <li>a) the policy relates to exemptions from the requirement to obtain approval to a change of use;</li> <li>b) the local government advertises the proposed policy on its website for a minimum of 3 days; and</li> <li>c) publishes the adopted version of the policy on its website.</li> </ul> <p>2. An exemption under this clause will expire on the day after that upon which the State of Emergency Declaration ceases to have effect or is revoked.</p>	<p>Administration is not currently preparing any local planning policies that should be exempt from requiring public consultation. The local planning policies that the City is currently preparing will be undertaken in accordance with the standard process. If an emergency local planning policy is required to be prepared, the advertising requirements of that policy shall be determined at the time of preparation.</p>
<p>4.2 In relation to an approved development application, proponents are exempted from the requirement to substantially commence development.</p>	<p>1. Provided that:</p> <ul style="list-style-type: none"> <li>a) the original deadline for substantial commencement is exempted; and</li> <li>b) a new deadline for substantial commencement is substituted, being the original deadline plus a further period of 2 years.</li> </ul> <p>2. The exemption under this clause will only be available for development applications decided on, or before, the date upon which the State of Emergency Declaration ceases to have effect, or is revoked.</p>	<p>This exemption applies to proposals approved prior to the State of Emergency, provided that the approval has not lapsed prior to this date. Administration has been liaising with applicants on current development applications to confirm whether a period of greater than two years to substantially commence is required.</p>
<p>4.3 In relation to a structure plan under cl.18-cl.20 or activity centre plan under cl.34-cl.36, local governments are exempted from any requirements relating to the manner and timeframe of advertising, consideration or submission.</p>	<p>1. Provided that, in relation to structure plans, the local government:</p> <ul style="list-style-type: none"> <li>a) advertises the structure plan and accompanying materials on its website for no more than 42 days and installs a sign somewhere prominent on the land to which the said plan applies notifying the public of where the documents are online;</li> <li>b) complies with the requirements of cl.20(1) within 90 days of the latest to occur of cl.20(1)(a) - (c).</li> </ul>	<p>Administration is not currently proposing any structure plans that should be exempt from the requirement to advertise. The structure plan that Administration is currently preparing should be undertaken in accordance with the standard process.</p>

**Administration's Comments on Exemptions:**

Exemption	Condition of Exemption	Administration Comment
	2. Provided that, in relation to activity centre plans, the local government: <ul style="list-style-type: none"> <li>a) advertises the activity centre plan and accompanying materials on its website for no more than 42 days and installs a sign somewhere prominent on the land to which the said plan applies notifying the public of where the documents are online;</li> <li>b) complies with the requirements of cl.36(1) within 90 days of the latest of cl.36(1)(a) - (c).</li> </ul> 3. An exemption under this clause will expire on the day after that upon which the State of Emergency Declaration ceases to have effect or is revoked.	
4.4 Local governments exempted from the requirements under the Deemed Provisions to make any documents, whatsoever, available for public inspection at a local government's offices.	1. Provided that the documents are published for public inspection on the local government website. 2. An exemption under this clause will expire on the day after that upon which the State of Emergency Declaration ceases to have effect or is revoked.	Advertising documents for proposals are currently made available on the City's website for the duration of the consultation period, in addition to being able to be viewed at the Administration Building.
<b>Exemptions from Other Requirements</b>		
5.1 Where premises are approved for use, or in relation to any application for development approval, proponents are exempted from a requirement to provide car parking facilities.	1. Provided that this exemption only applies to: <ul style="list-style-type: none"> <li>a) non-residential development; and</li> <li>b) where the proponent provides less than the number of parking bays required for the use in question, and the shortfall is 10 parking bays or less.</li> </ul> 2. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.	The City's Policy No. 7.7.1 – Non-Residential Development Parking Requirements (Parking Policy) outlines parking standards applicable to non-residential uses, and provides applicants with the option to provide a Parking Management Plan to justify a shortfall in parking, or to pay a cash-in-lieu contribution of \$5,400 per parking bay equivalent to the shortfall. Administration notes that development applications which propose a shortfall of 10 bays or less, would not be required to be supported by a Parking Management Plan, or provide a cash-in-lieu payment for this shortfall. These applications would also not be advertised for community consultation in this respect as a shortfall of 10 bays or less is deemed acceptable.
5.2 In relation to an approved development application, proponents are exempted from the requirement to provide cash-in lieu payments, as an alternative to providing car parking facilities.	1. Provided that this exemption only applies to non-residential development. 2. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.	Administration notes that development applications which propose a shortfall of 10 bays or less, would not be required to be supported by a Parking Management Plan, or provide a cash-in-lieu payment for this shortfall. These applications would also not be advertised for community consultation in this respect as a shortfall of 10 bays or less is deemed acceptable. This exemption from parking requirements is temporary only and should any uses commence during the exemption period with a parking shortfall that wish to continue in perpetuity following the conclusion of this period, development approval would need to be obtained within 90 days.

**Administration's Comments on Exemptions:**

Exemption	Condition of Exemption	Administration Comment
		<p>This may lead to Administration receiving increased enquiries and complaints from neighbouring properties in relation to the availability or adequacy of on-site parking. It is also noted that the exemption does not differentiate between zones and applies to non-residential development. This could have a greater impact in Residential zones where non-residential uses are operating. Complaints received in relation to concerns with the operation of the use in respect to nuisance and amenity will be addressed by Administration on a case-by-case basis and the reasonableness of the complaints, in accordance with the City's Enforcement Policy.</p> <p>For existing development approvals which include a condition for a cash-in-lieu contribution, these payments would not be required to be made until 90 days after the State of Emergency has been lifted or the Notice of Exemption revoked. Administration notes that this would have a financial impact on the City as a result of not receiving these payments during the exemption period.</p>
<b>Exemptions That May Fall Under Multiple Categories</b>		
<p>6.1 Where premises are approved for use as an hotel, tavern, restaurant/café or other similar venue, proponents are exempted from:</p> <ul style="list-style-type: none"> <li>i. any condition of approval, or designation in the approved use, requiring the food prepared at the premises to be consumed on the premises;</li> <li>ii. any requirement to obtain approval for food to be prepared for consumption off premises;</li> </ul>	<ol style="list-style-type: none"> <li>1. Provided that no new permanent structures are required (with the exception that car parking bays are permitted).</li> <li>2. Provided that the proponent notifies the local government within 7 days of commencing the use, that the use is being undertaken.</li> <li>3. In relation to signage, provided the signage:                         <ul style="list-style-type: none"> <li>a) is not installed in a residential zone;</li> <li>b) relates only to the business conducted on the premises; and</li> <li>c) does not contain any illumination, animation, movement, reflective, retro-reflective or fluorescent materials in its design structure.</li> </ul> </li> </ol>	<p>Council's resolution of 30 March 2020 exempted the need for change of use applications to obtain development approval for permissible uses not within Residential zones. This includes Hotels, Taverns, Restaurant/Café, and provided flexibility for these uses to temporarily operate as a Fast Food Outlet serving takeaway food without the need to amend their existing development approval.</p> <p>Administration will keep a register of exemptions and will follow up on any matters which will expire once the Notice of Exemption ceases.</p>

**Administration’s Comments on Exemptions:**

Exemption	Condition of Exemption	Administration Comment
iii. any requirement to obtain approval to minor, temporary, works that are necessary to adapt existing premises to use the exemption contemplated under (i) or (ii) above; iv. any requirement to obtain approval to signage of uses now permitted by virtue of this exemption.	4. Despite any other condition, this exemption does not apply to a Heritage-Protected Place where works are required.  5. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.	
6.2 Proponents are exempted from the requirement to obtain approval to changes to existing approved signage.	1. Provided that: a) such signage is not installed in a residential zone; b) relates only to the business conducted on the premises; and c) the changes do not: i. alter the size of the approved sign; or ii. contain any illumination, animation, movement, reflective, retro-reflective or fluorescent materials in its design structure.  2. Despite any other condition, this exemption does not apply to a Heritage-Protected Place where works are required.  3. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.	Currently under the City’s Policy No. 7.5.2 – Signs and Advertising (Signs Policy), development approval would only be required if the size or dimensions of existing signage were proposed to be increased from that of the existing signage, and this exceeded the requirements of the Signs Policy.
6.3 Exemption from any requirement under a scheme that would ordinarily apply to development required to implement a direction or authorisation issued under the <i>Emergency Management Act 2005</i> or the <i>Public Health Act 2016</i> .	1. An exemption under this clause will expire 90 days after the date upon which the State of Emergency Declaration ceases to have effect or is revoked.	Noted.

**7.5 COVID-19 - PUBLIC HEALTH PLAN - RESPONSE AND RECOVERY**

**Attachments: Nil**

**RECOMMENDATION**

**That the COVID-19 Relief and Recovery Committee NOTES the continued development of the draft Public Health Plan to support the health and wellbeing of Vincent's local community through the COVID-19 recovery phase.**

**COMMITTEE DECISION ITEM 7.5**

**Moved: Cr Gontaszewski, Seconded: Cr Castle**

**That the recommendation be adopted.**

**CARRIED UNANIMOUSLY (3-0)**

**For: Mayor Cole, Cr Gontaszewski and Cr Castle**

**Against: Nil**

**7.6 BUY LOCAL PROCUREMENT POLICIES**

- Attachments:
1. Policy No. 1.2.3 - Purchasing [↓](#) 
  2. City of Vincent Procurement Framework [↓](#) 

**RECOMMENDATION:**

That the COVID-19 Relief and Recovery Committee NOTES the City's current buy local policies and procedures and prioritisation of local businesses and contractors.

**COMMITTEE DECISION ITEM 7.6**

**Moved: Cr Castle, Seconded: Cr Gontaszewski**

That the recommendation be adopted.

**CARRIED UNANIMOUSLY (3-0)**

**For:** Mayor Cole, Cr Gontaszewski and Cr Castle

**Against:** Nil

## Purchasing Policy

### 1 POLICY

City of Vincent (the “City”) is committed to the purchasing of goods, services and works that align with the principles of transparency, probity and good governance and complies with the *Local Government Act 1995* (the “Act”) and Part 4 of the *Local Government (Functions and General) Regulations 1996*, (the “Regulations”).

### 2 OBJECTIVES

The objectives of this Policy are to ensure that all purchasing activities:

- demonstrate that value for money is attained for the City;
- are compliant with relevant legislation, codes and standards, including the Act and Regulations;
- are recorded in compliance with the *State Records Act 2000* and associated records management practices and procedures of the City;
- demonstrate probity by establishing consistent processes that promote openness, transparency, fairness and equity to all potential suppliers;
- ensure that the sustainable benefits, such as environmental, social and local economic factors are considered in the overall value for money assessment;
- ensure that goods and services to be procured are necessary and fit for purpose;
- properly evaluate and consider the safety and health characteristics of any goods/services prior to being introduced into the City’s workplaces;
- are supported by Budget provisions or comply with section 6.8(1) of the Act; and
- are conducted in a consistent and efficient manner across the City and that ethical decision making is demonstrated.

### 3 VALUE FOR MONEY

Value for money is the difference between the total benefit derived from a good or a service against its total cost, when assessed over the period the goods or services are to be used. Achieving best value for money at the individual purchase level requires that assessments consider cost and non-cost factors, where relevant, the overall objective of the procurement and make a value judgement about the best outcome.

In addition to a qualitative assessment of the procurement, an assessment of the value for money outcome for any purchasing process should consider:

- an initial needs assessment to determine the ongoing relevance and necessity for the procurement and mode of delivery;
- the up-front, after purchase and fit-for-purpose costs and risks associated with the procurement;
- all relevant total costs of ownership and benefits including up-front price, transaction costs associated with acquisition, delivery, use, holding, maintenance and disposal (including where appropriate residual or resale values);

- overall objectives of the procurement and outcome being sought. The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality, including but not limited to an assessment of levels and currency of compliances, value adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, ease of after sales service, ease of communications etc.
- non-cost factors such as fitness for purpose, quality, delivery, service, support and sustainability impacts.
- the supplier's financial viability and capacity to supply without risk of default (competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable;
- the safety requirements associated with both the product design and specification offered by suppliers and the evaluation of risk when considering purchasing goods and services from suppliers;
- purchasing of goods and services from suppliers that demonstrate sustainable benefits and good corporate social responsibility; and
- providing opportunities for businesses within the City's boundaries to be given the opportunity to quote for providing goods and services wherever possible.

## 4 PURCHASING REQUIREMENTS

### 4.1 Values

Purchasing that is **\$150,000 or below in total value** (excluding GST) must be in accordance with the purchasing requirements under the relevant threshold as defined under section 4.4 of this Purchasing Policy.

Purchasing that **exceeds \$150,000 in total value** (excluding GST) must be put to public Tender when it is determined that a regulatory Tendering exemption, as stated under 4.7 of this Policy is not deemed to be suitable.

### 4.2 Purchasing Value Definition

Determining purchasing value is to be based on the following considerations:

1. Exclusive of Goods and Services Tax (GST);
2. The actual or expected value of a contract over the full contract period, including all options to extend; or the extent to which it could be reasonably expected that the City will continue to purchase a particular category of goods, services or works and what total value is or could be reasonably expected to be purchased; and
3. If a purchasing threshold would be reached within three years for a particular contract for procurement, then the purchasing requirement under the relevant threshold (including the tender threshold) would need to be considered.

**4.3 Purchasing from Existing Contracts**

Where the City has an existing contract in place, it must ensure that goods and services required are purchased under these contracts to the extent that the scope of the contract allows.

**4.4 Purchasing Thresholds**

In addition to the other policy provisions the table below prescribes the purchasing request process to be applied, based on the proposed purchase value:

Purchase Value Threshold	Purchasing Requirement Open Market	Purchasing Requirement Pre-Qualified Suppliers
Up to \$200	Direct Purchase from the open market with zero quotations required.  This purchasing method is suitable where the purchase is in a known market or is very low risk and where the cost of seeking quotes would be unreasonable on a cost to benefit analysis basis.	Purchase directly from:  <ul style="list-style-type: none"> <li>an existing panel of pre-qualified suppliers administered by the City; or</li> <li>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA</li> </ul> with zero quotations required.
Over \$200 and up to \$5,000	Seek two written* quotations from the open market.  Officers may use their general knowledge of the market, advertisements, in-store price comparisons, catalogues, supplier web sites and any other reasonable means to determine whether the purchase represents value for money.  *Where a written quote is not feasible a written note of the verbal quotation is to be recorded.	Purchase directly from:  <ul style="list-style-type: none"> <li>an existing panel of pre-qualified suppliers administered by the City; or</li> <li>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA</li> </ul> requiring one written quotation.  *Where a written quote is not feasible a written note of the verbal quotation is to be recorded.
Over \$5,000 and up to \$20,000	Seek two written quotations from the open market.  Officers may use their general knowledge of the market, advertisements, in-store price comparisons, catalogues, supplier web sites and any other reasonable means to determine whether the purchase represents value for money.  Different suppliers should be used from time to time to test value for money for regular purchases.	Purchase directly from:  <ul style="list-style-type: none"> <li>an existing panel of pre-qualified suppliers administered by the City; or</li> <li>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA</li> </ul> requiring one written quotation.  Officers should seek more than one direct quotation if they are not satisfied that their first choice of supplier would represent value for money.
Over \$20,000 and up to \$50,000	Seek three written quotations from the open market including a brief outlining the specified requirement.	Seek two written quotations including a brief outlining the specified requirement from either:

Purchase Value Threshold	Purchasing Requirement Open Market	Purchasing Requirement Pre-Qualified Suppliers
		<ul style="list-style-type: none"> <li>an existing panel of pre-qualified suppliers administered by the City; or</li> <li>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA</li> </ul>
Over \$50,000 and up to \$150,000	<p>Seek at least three written quotations from the open market by formal invitation under a Request for Quotation (RFQ), containing pricing schedule and detailed specification of goods and services required.</p> <p>The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.</p>	<p>Seek three written quotations from a pre-qualified panel of suppliers (whether administered by the City through the WALGA preferred supply program or State Government CUA) are not required to be invited using a RFQ form.</p>
Over \$150,000	<p>Conduct a public Request for Tender process in accordance with Part 4 of the <i>Local Government (Functions and General) Regulations 1996</i>, this policy and the City's tender procedures.</p> <p><b>(Council Approval or Delegated Authority)</b></p>	<p>Where the purchase is expected to be within \$150,000 - \$250,000:</p> <p>Obtain at least three written quotations from suppliers by formal invitation under a Request for Quotation (RFQ), containing price and detailed specification of goods and services required.</p> <p>The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.</p> <p><b>(CEO Approval)</b></p>

**4.5 Sole Source of Supply**

The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call competitive quotations provided that there must genuinely be only one source of supply. Every endeavour to find alternative sources and goods/services must be made, with a written confirmation of this recorded.

Once determined, the justification for a sole source of supply must be endorsed by the Chief Executive Officer or Director, prior to a contract being entered into, or a purchase order raised.

**4.6 Sustainable Procurement**

The City is committed to sustainable procurement and will adopt strategies to avoid unnecessary consumption and manage demand. Where appropriate, the City shall endeavour to design quotations and tenders to provide an advantage

to goods, services and processes that minimise negative social and environmental impacts while maximising social and environmental benefits.

These considerations must however, be balanced against value for money outcomes to ensure the City's economic viability, essential to its long term sustainability.

#### 4.7 Tendering Exemptions

The City limits the discretion from the requirement to call tenders provided under section 11(2) of the Regulations, to values under \$250,000. Accordingly, tenders do not have to be publicly invited for contracts under \$250,000 in the following instances:

- the purchase is obtained from a pre-qualified supplier under the WALGA Preferred Supply Program or State Government Common Use Arrangement (CUA).
- the purchase is from a Regional Local Government or another Local Government;
- the purchase is acquired from a person registered on the WA Aboriginal Business Directory, as published by the Small Business Development Corporation, where the consideration under contract is worth \$250,000 or less and represents value for money;
- the purchase is acquired from an Australian Disability Enterprise and represents value for money;
- the purchase is from a pre-qualified supplier under a Panel established by the City; or
- any of the other exclusions under Regulation 11 of the Regulations apply.

Notwithstanding the above, in circumstances that meet the requirements of section 11(2) of the Regulations and where it can be demonstrated to the satisfaction and approval of the CEO, that value for money outcomes will not be achieved or some other relevant imperative, public tenders will not need to be invited for contracts expected to be worth more than \$250,000.

#### 4.8 Council Approvals

The Regulations provide that Council is required to Accept tenders (subject to approved Delegations of Authority). For the avoidance of doubt, Council approval is not required for the provision of goods or services when public tenders are not required to be invited (and are not invited), providing the expenditure is authorised through the annual budget or approved in accordance with section 6.8(1) of the Act.

Section 13 of the Regulations specify that if:

*“a local government, although not required by this Division to invite tenders before entering into a contract for another person to supply goods or services, decides to invite tenders, the tenders are to be publicly invited to the requirements of this Division.”*

## 5 PANELS OF PRE-QUALIFIED SUPPLIERS

### 5.1 Policy Objectives

In accordance with Regulation 24AC of the *Local Government (Functions and General) Regulations 1996*, a Panel of Pre-qualified Suppliers (“Panel”) may be created where most of the following factors apply:

- the City determines that a range of similar goods and services are required to be purchased on a continuing and regular basis;
- there are numerous potential suppliers in the local and regional procurement-related market sector(s) that satisfy the test of ‘value for money’;
- the purchasing activity under the intended Panel is assessed as being of a low to medium risk;
- the Panel will streamline and will improve procurement processes; and
- the City has the capability to establish, manage the risks and achieve the benefits expected of the proposed Panel.

The City will endeavour to ensure that Panels will not be created unless most of the above factors are firmly and quantifiably established.

### 5.2 Application

If the City determines it beneficial for a Panel to be created, it must do so in accordance with Part 4, Division 3 of the *Local Government (Functions and General) Regulations 1996*.

### 5.3 Purchasing from the panel

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

The City will take into account its purchasing thresholds when distributing work among panel members.

Each quotation process, including the invitation to quote, communications with panel members, quotations received, evaluation of quotes and notification of award (via purchase order) communications must all be captured on the City’s electronic records system. A record is to be maintained for each quotation process made under each Panel that captures all communications between the City and Panel members.

## 6. RECORDS MANAGEMENT

Records of all purchasing activity must be retained in compliance with the *State Records Act 2000 (WA)*, the City’s Records Management Policy and associated procurement procedures.

**7. ADOPTION**

Adoption of this Purchasing Policy was endorsed by the Council:

Date Adopted	06/03/2018	Item Number: 11.5
Date Amended		
Date Reviewed		
Date of Next Review		

Policy/Procedure Links:

	Policy Number	Reference
Records Management Policy		
Procurement Procedures		



# **CITY OF VINCENT**

## **Procurement Framework**

## Index

1.	<b>Definitions</b>	4
2.	<b>Objectives</b>	5
3.	<b>Legislative Framework</b>	5
4.	<b>Ethics, Integrity, Confidentiality and Conflict of Interest</b>	6
5.	<b>Value for Money</b>	7
6.	<b>Sustainable Procurement</b>	8
7.	<b>Buy Local Policy</b>	9
8.	<b>Aboriginal Business and Disability Enterprises</b>	9
9.	<b>Purchasing Procedures</b>	10
9.1	PURCHASING PROCEDURE FLOWCHART	11
9.2	Purchasing Thresholds	12
9.3	Purchasing from existing contracts	14
9.4	Purchasing through WALGA or CUA	14
9.5	Authorising payment of invoices	14
9.6	Disputed invoices	14
10.	<b>Regulatory Compliance</b>	14
10.1	Tender exemption	14
10.2	Sole source of supply (monopoly suppliers)	15
10.3	Anti-Avoidance	15
11.	<b>Tender Process</b>	15
11.1	Budget allocation/business case prepared	15
11.2	Procurement plan	16
11.3	Preparing the Request for Tender	18
11.4	Expression of interest	19
11.5	Evaluation panel	20
11.6	Advertising tenders	20
11.7	Issuing tender documentation	20
11.8	Tender enquiries	22
11.9	Addendum to tender	22
11.10	Minor variation	22
11.11	Tender deadline	23
11.12	Opening of tenders	23
11.13	Tender submissions	23
11.14	No tenders received	24
11.15	Tender evaluation	24
11.16	Tender evaluation report	25
11.17	Summary report/Council report	25

11.18 Notification of outcome .....25

11.19 Tender contract negotiation / contract development.....26

11.20 Insurances.....27

11.21 Generate purchase order .....27

11.22 Contract management .....27

11.23 Tender Register .....28

11.24 Records management .....28

11.25 Contract Register .....29

**Appendix 1: City of Vincent Purchasing Policy 1.2.3.....30**

**Appendix 2: Procurement Templates .....31**

**Appendix 3: City of Vincent Risk Management Policy.....32**

## 1. Definitions

“**Act**” means the *Local Government Act 1995*.

“**Chairperson**” means the member of the Evaluation Panel nominated by the Evaluation Panel in accordance with Appendix 2 and that has the responsibilities set out in Appendix 2.

“**Consensus Approach**” is when the final score for each weighted criterion is determined by an agreement of all assessors’ part of the evaluation Panel.

“**Expressions of Interest**” or “**EOI**” is a multi-staged process used when the information required from prospective Tenderers is specific but the City is unsure of the capability of these prospective Tenderers to provide the required goods and services.

“**EOI Response**” means a submission to the City in response to an EOI.

“**Evaluation Panel**” means the panel of City officers established in accordance with Appendix 2 of this Guideline to evaluate Tender Responses.

“**External Stakeholders**” can be prospective Tenderers, Consultants or any person or organisation not working for the City of Vincent.

“**Framework**” means this Framework.

“**Internal Stakeholders**” can be relevant staff involved directly/indirectly with a Request for Tender, CEO, relevant Business Unit Directors or any staff member affected by the Request for Quotation, Request for Tender and EOI.

“**Probity**” is the evidence of ethical behaviour and procedural fairness and is commonly associated with the practice of adopting and following well considered and sound procedures and practices.

“**Probity Officer**” means the officer of the City – but is not a member of the Evaluation Panel – that is charged with the responsibility of upholding Probity in throughout a Request for Quotation, Request for Tender and EOI.

“**Procedural Fairness**” means the duty to act fairly and adopt fair procedures to procurement processes.

“**Procurement Team**” means those City officers from the business unit that is responsible for procurement and ensuring Tenders are carried out in accordance with this Framework, the Purchasing Policy, the Regulations and the Act.

“**Regulations**” means the *Local Government (Functions and General) Regulations 1996*.

“**Response**” means a submission to the City by a Tenderer in response to a Request for Quotation, Request for Tender or EOI.

“**RFQ**” means Request for Quotation invited by the City under Purchasing Policy 1.2.3.

“**RFT**” means Request for Tender invited by the City under Regulation 11(1) and for the purposes of section 3.57 of the Act.

“**Scoping**” is the planning and capture of all information required for the calling of RFQ, RFT or EOI to achieve the project on time, within budget allowing for any unforeseen contingencies.

“**Selection Criterion**” the criteria established in the RFQ, RFT or EOI and that is advertised in accordance with Statewide Notice, which the Responses are evaluated against.

“**Statewide Notice**” under Section 1.8 of the *Local Government Act 1995* – Part 1 requires a notice to be:

- Published in a newspaper circulating generally throughout the State;
- Exhibited to the public on a notice board at the local government’s office; and
- Exhibited to the public on a notice board at every local government library in the district.

“**Tenderer**” means a person that submits a Response.

## 2. Objectives

The purpose of this Procurement Framework (the Framework) is to describe the operating arrangements for the effective, transparent and ethical procurement of goods and/or services for the City of Vincent. The City of Vincent Procurement Framework provides guidance in the calling of Request for Quotations, Proposals and Tenders and Expressions of Interest, to achieve best value for money and quality of goods and services within specified timeframes.

This document ensures that procedures and processes are in accordance with the provisions of the *Local Government Act 1995*, the *Local Government (Functions and General) Regulations 1996*, the City of Vincent Purchasing Policy 1.2.3, Delegation Schedule and Code of Conduct.

The overlying principles guiding best practice procurement and this Framework are:

- Value for money.
- Honesty and integrity.
- Transparency and accountability.
- Ethics.
- Effective management of risk.
- Open and effective competition.
- Sustainability.

## 3. Legislative Framework

The legislative framework guiding this Procurement Framework and all procurement processes and procedures includes the following:

- *Local Government Act 1995*;
- *Local Government (Functions and General) Regulations 1996*;
- *State Records Act 2000*;
- Purchasing Policy 1.2.3;
- Fraud and Corruption Prevention Policy 4.1.17;
- Risk Management Policy 4.1.26;
- Code of Conduct;
- Delegations Schedule;
- Execution Policy 4.1.10;
- Records Management Services Policy and Procedure Manual.

Section 3.57 of the *Local Government Act 1995* requires a Local Government to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.

The *Local Government (Functions & General) Regulations 1996 (Regulations)* sets out the process that local governments are required to adhere to in undertaking a Request for Tender or Expression of Interest.

The City's Purchasing Policy 1.2.3 fully supports the legislative provisions and can be found on the Intranet.

#### **4. Ethics, Integrity, Confidentiality and Conflict of Interest**

As a general principle under the Code of Conduct, a person in his or her capacity as a Council Member, Committee Member, City employee and / or contractor have obligations regarding:

- Acting with honesty and integrity
- Being open and accountable to the public
- Not participating in fraudulent and corrupt behaviour
- Transparency
- Declaring Prescribed Contact with developers
- Protection of confidential information
- Disclosing actual, potential and/or perceived of conflicts of interest
- Disclosure of gifts
- Internal and external communications

All officers and employees of the City shall observe the highest standards of ethics and integrity in undertaking purchasing activity and act in an honest and professional manner that supports the standing of the City of Vincent.

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the City's policies, procedures and code of conduct;
- purchasing is to be undertaken on a competitive basis in which all potential suppliers are treated impartially, honestly and consistently;
- all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies and audit requirements;
- any actual, potential or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- any information provided to the City by a supplier shall be treated as commercial-in-confidence and should not be released, unless authorised by the supplier or relevant legislation.

## 5. Value for Money

The City has adopted a best value for money assessment for high value procurements.

Prior to the commencement of any purchase, a value for money assessment needs to be carried out.

Value for money is the difference between the total benefit derived from a good or a service against its total cost, when assessed over the period the goods or services are to be used.

$$\text{Value for money} = \text{Total lifetime benefit} - \text{total lifetime cost}$$

Achieving best value for money at the individual purchase level requires that assessments consider cost and non-cost factors and the overall objective of the procurement.

In addition to a qualitative assessment of the procurement, an assessment of the value for money outcome for any purchasing process should consider:

- an initial needs assessment to determine the ongoing relevance and necessity for the procurement and method of delivery;
- the up-front, after purchase and fit-for-purpose costs and risks associated with the procurement;
- all relevant total costs of ownership and benefits including up-front price, transaction costs associated with acquisition, delivery, use, holding, maintenance and disposal (including where appropriate residual or resale values);
- overall objectives of the procurement and outcome being sought. The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality, including but not limited to an

assessment of levels and currency of compliances, value adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, ease of after sales service, ease of communications etc;

- non-cost factors such as fitness for purpose, quality, delivery, service, support and sustainability impacts;
- the supplier's financial viability and capacity to supply without risk of default (which can include competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable;
- the safety requirements associated with both the product design and specification offered by suppliers and the evaluation of risk when considering purchasing goods and services from suppliers;
- purchasing of goods and services from suppliers that demonstrate sustainable benefits and good corporate social responsibility; and
- providing opportunities for businesses within the City's boundaries to be given the opportunity to quote for providing goods and services wherever possible.

## 6. Sustainable Procurement

Sustainable procurement takes into consideration the impacts of products and services on society and the natural environment while meeting the economic constraints of the procuring organisation.

The City is committed to sustainable procurement and where appropriate shall endeavour to design quotations and tenders to provide an advantage to goods, services and processes that minimise negative social and environmental impacts while maximising social and environmental benefits. These considerations must however, be balanced against value for money outcomes to ensure the City's economic viability, essential to its long term sustainability.

Practically, sustainable procurement means the City shall endeavour at all times to identify and procure products and services that have been determined as necessary to the achievement of formal City outcomes; and, where relevant:

- Demonstrate environmental best practice in energy efficiency verified by suitable rating systems and eco-labelling through independent third party certification bodies;
- Demonstrate environmental best practice in water efficiency verified by suitable rating systems and eco-labelling through independent third party certification bodies;
- Are environmentally sound in manufacture, use, and disposal with a specific preference for products made using recycled materials or raw materials sourced from sustainable resources, that are free of toxic or polluting substances and consume minimal energy and water during production;
- Are produced by an environmentally accredited company or company that has an environmental management system, documented waste reduction

strategy, relevant quality criteria and/or good track record for environmental performance;

- Can be refurbished, reused, recycled or reclaimed, and are designed for ease of recycling, re-manufacture or otherwise to minimise waste;
- Available, possible and practical, require fewer ozone – depleting substances during manufacture, and/or release fewer ozone – depleting substances or pollutants known to cause environmental harm, including but not limited to VOC's (volatile organic compounds), CFC's (chlorofluorocarbons) and HCFC's (hydrofluorocarbons);
- Are manufactured/supplied in socially acceptable conditions, in accordance with Human Rights conventions, laws or treaties where labour considerations, social exclusions and equal opportunities are taken into account;
- For motor vehicles – feature the highest fuel efficiency available (verified by suitable rating systems) within the designated price range, based on vehicle type; and
- For new buildings and refurbishments – use renewable energy and environmentally friendly technologies where available.
- In the event that all other criteria are equal, goods or services that are locally sourced are preferred.

WALGA's Guide to Sustainable Procurement is a valuable resource for more information on this topic, a copy of the document can be viewed [here](#).

## 7. Buy Local Policy

As much as practicable, the City will:

- where appropriate, consider buying practices, procedures and specifications that do not unfairly disadvantage local businesses;
- consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- ensure that procurement plans address local business capability and local content;
- explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid; and
- provide adequate and consistent information to potential suppliers.

## 8. Aboriginal Business and Disability Enterprises

In recognition of the potential for government procurement to assist in supporting Aboriginal and Torres Strait Islander business and Disability Enterprises to grow, which in turn can support the growth of jobs for Aboriginal people and people living

with a disability, the City, where practicable, will endeavour to procure goods and/or services from Aboriginal Businesses and Disability Enterprises.

Section 11. (2) (h) of the Regulations allow for goods and/or services to be directly purchased (i.e. without having to go through a competitive tender process) from a person registered on the Aboriginal Business Directory WA provided that:

- The consideration under the contract is \$250,000 or less, or worth \$250,000 or less; and
- The City is satisfied that the contract represents value for money.

Section 11. (2) (h) of the Regulations allows for goods and/or services to be directly purchased (i.e. without having to go through a competitive tender process) from a Disability Enterprise.

## 9. Purchasing Procedures

Determining purchasing value is to be based on the following considerations:

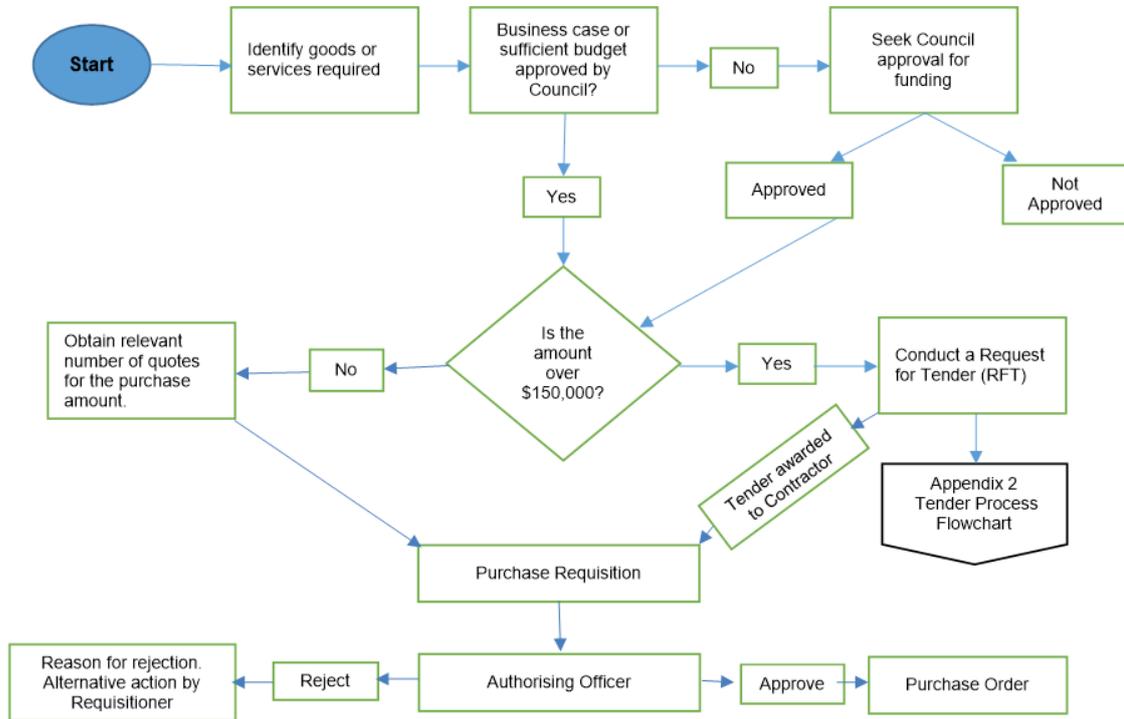
- (a) Exclusive of Goods and Services Tax (GST);
- (b) The actual or expected value of a contract over the full contract period, including all options to extend; or the extent to which it could be reasonably expected that the City will continue to purchase a particular category of goods, services or works and what total value is or could be reasonably expected to be purchased; and
- (c) If a purchasing threshold would be reached within three years for a particular contract for procurement, then the purchasing requirement under the relevant threshold (including the tender threshold) would need to be considered.

Any Officer who issues a Purchase Order number to a supplier or contractor who commits the City to the purchase of goods and/or services shall be personally accountable for the purchasing activities.

It is expected that, when involved in procurement on behalf of the City:

- You will procure goods and services in an ethical manner that is transparent and in line with the City's policies and processes and legislative and regulatory requirements.
- Any gifts offered from any supplier or potential supplier, or party related to a supplier or potential supplier, must be refused in the first instance.
- If this is not possible, any gifts received must be declared in the Gifts Register by contacting the Manager Governance and Risk.
- Staff must not seek any gifts or incentives from any suppliers, potential suppliers or contractors.
- Staff must disclose any possible, perceived or actual conflict of interest with any current or potential suppliers or contractors to the Chief Executive Officer or Manager Governance and Risk, prior to any dealings with that organisation.
- With the exception of "emergency" purchases (as defined in the Regulations), staff must follow the City's purchasing processes.

9.1 PURCHASING PROCEDURE FLOWCHART



Purchase Value Threshold	Open Market Purchase	WALGA / CUA Prequalified Suppliers
Below \$200	No Quote required	No Quote required
\$201 - \$5,000	Two Written quotes	One Written quote
\$5,001 - \$20,000	Two Written quotes	One Written quote
\$20,001 to \$50,000	Three Written quotes Conduct RFQ	Two Written quotes including specification
\$50,001 to \$150,000	Three Written quotes Conduct RFQ	Three Written quotes. RFQ not required
Over \$150,000	Request for Tender (RFT)	\$150,000 - \$250,000 Conduct RFQ with 3 written quotes

## 9.2 Purchasing Thresholds

### Up to \$200

Where the value of procurement of goods or services does not exceed \$200, employees can purchase directly from a supplier without the need to obtain quotations.

This purchasing method is suitable where the purchase is in a known market or is very low risk and where the cost of seeking quotes would be unreasonable on a cost to benefit analysis basis.

### \$201 to \$5,000

Where the value of procurement of goods or services does not exceed \$5,000, purchase on the basis of two written quotations is permitted. Where a written quote is not feasible a written note of the verbal quotation is to be recorded.

However, it is recommended to use professional discretion and occasionally undertake market testing with a greater number of quotations to ensure best value is maintained.

**Note:** *If purchasing through WALGA preferred supplier or CUA then only one quote is required.*

### \$5,001 to \$20,000

This category requires a minimum of two written quotations from the open market. Where this is not practical, e.g. due to limited suppliers, it must be noted through records relating to the process.

**Note:** *If purchasing through WALGA preferred supplier or CUA then only one quote is required.*

Officers may use their general knowledge of the market, advertisements, in-store price comparisons, catalogues, supplier web sites and any other reasonable means to determine whether the purchase represents value for money.

Different suppliers should be used from time to time to test value for money for regular purchases.

### \$20,001 to \$50,000

For the procurement of goods or services where the value exceeds \$20,000 but is less than \$50,000, Officers are required to liaise with the Purchasing and Contracts Officer. Officers are required to obtain at least three written quotations containing pricing schedule and a sufficient amount of information relating to the specification of goods and services being purchased.

The request for written quotations should include as a minimum:

- An appropriately detailed specification that communicates the requirement(s) in a clear, concise and logical fashion;
- Price Schedule: A request for pricing information at an appropriate level of detail;
- Warranty provisions; and
- Validity period of offer.

**Note:** *If the purchase is through WALGA preferred supplier or CUA then two quotes with a written specification is required. Please see Purchasing and Contracts Officer for assistance.*

The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements. Record keeping requirements must be maintained in accordance with the City's and other relevant record keeping policies.

A Request for Quotation (RFQ) evaluation template report can be found on the Intranet.

#### **\$50,001 to \$149,999**

For the procurement of goods or services where the value exceeds \$50,000 but is less than \$150,000, Officers are required to engage the Purchasing and Contracts Officer. Officers are to prepare a Procurement Plan and are to obtain at least three written quotations from suppliers by formal invitation under a RFQ.

The RFQ document should include as a minimum:

- An appropriately detailed specification that communicates the requirement(s) in a clear, concise and logical fashion;
- Selection Criteria to be applied;
- Price Schedule: A request for pricing information including but not limited to discounts penalties and additional fees and charges;
- Conditions of responding;
- Warranty provisions; and
- Validity period of offer.

The general principles relating to RFQs are:

- Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond.
- Offer to all prospective suppliers, at the same time, any new information that is likely to change the requirements.
- Responses should be assessed for compliance, then against the selection criteria, and then value for money. All evaluations are to be fully documented.
- Respondents should be advised in writing as soon as possible after the final determination is made and approved.

For this procurement range, the selection should not be based on price alone, and it is strongly recommended to consider some of the qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience and any other relevant factors as part of the assessment of the quote. This assessment may be done first, and then an assessment of price, providing decisions are well reasoned and clearly documented.

Where it is considered beneficial, tenders may be called in lieu of seeking quotations for purchases under the \$150,000 threshold (excluding GST). If a

decision is made to seek public tenders for contracts of less than \$150,000, a "Request for Tender" process is to be conducted in full.

The City's Tender procedures are available under item 7 of this document and the RFT template is available on the Intranet.

Record keeping requirements must be maintained in accordance with record keeping policies.

#### **\$150,000 and over**

For the procurement of goods or services where the value exceeds \$150,000, Officers are required to engage the Purchasing and Contracts Officer to assist in preparing a Request for Tender document (RFT).

Refer to Item 7 of this document.

### **9.3 Purchasing from existing contracts**

Where the City has an existing contract in place, it must ensure that goods and services required are purchased under these contracts to the extent that the scope of the contract allows.

### **9.4 Purchasing through WALGA or CUA**

Where practicable, the

### **9.5 Authorising payment of invoices**

When an invoice is received the authorised employee must:

- a) Ensure the invoice is reasonable and appropriate for the goods or services received;
- b) There is a goods receipt for the purchase in Authority. No invoices are to be paid until goods or services are signed off if received.
- c) Co-sign the invoice approving payment and forward to Manager or Director for final approval; and
- d) Pass on to Accounts Payable for payment.

### **9.6 Disputed invoices**

In the instance of an Officer disputing an invoice for payment, a copy of the disputed invoice(s) pending payment must be forwarded to the Accounts Payable Officer to record in the system along with the reason for the dispute.

It is the responsibility of the Officer who made the purchase to liaise with the supplier to try and resolve the dispute.

## **10. Regulatory Compliance**

### **10.1 Tender exemption**

In the following instances public tenders or quotation procedures are not required (regardless of the value of expenditure):

- An emergency situation as defined by the Local Government Act 1995;

- The purchase is under a contract of WALGA (Preferred Supplier Arrangements), Department of Treasury and Finance (permitted Common Use Arrangements), Regional Council, or another local government;
- The purchase is under auction which has been authorised by Council;
- The contract is for petrol, oil, or other liquid or gas used for internal combustion engines;
- Any of the other exclusions under Regulation 11 of the Functions and General Regulations apply.

**10.2 Sole source of supply (monopoly suppliers)**

The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call competitive quotations provided that there must genuinely be only one source of supply. Every endeavour to find alternative sources must be made. Written confirmation of this must be kept on file for later audit.

From time to time, the City may publicly invite an expression of interest to effectively determine that one sole source of supply still genuinely exists.

*Note: The application of provision "sole source of supply" should only occur in limited cases and procurement experience indicates that generally more than one supplier is able to provide the requirements. Any reliance on this exception must be supported with a clear, recorded, statement as to why.*

**10.3 Anti-Avoidance**

As per the Regulations Part 4 Regulation 12, the City shall not enter into two or more contracts or create multiple purchase order transactions of a similar nature for the purpose of "splitting" the value of the purchase or contracts to take the value of consideration below the level of \$150,000, thereby avoiding the need to publicly tender.

Under no circumstances will invoice splitting for any purposes be accepted unless approved by the CEO or relevant Executive Director.

**11. Tender Process**

The purpose of this section is to describe the process and clarify roles and responsibilities to ensure the City is administering tenders effectively.

**Quicklinks:**

Appendix 2 – Tender Process Flowchart.  
 The Procurement Plan is available on the Intranet.  
 The RFT template is available on the Intranet.

**11.1 Budget allocation/business case prepared**

TASK	RESPONSIBLE OFFICER
Check budget allocated or prepare business case	Tender originator

Prior to any procurement taking place the responsible Officer is to ensure that a budget line item exists for the goods or services to be procured or a business case including costs and benefit analysis has been developed and approved by Council.

**11.2 Procurement plan**

TASK	RESPONSIBLE OFFICER
Prepare procurement plan	Tender originator
Review procurement plan	Director/Manager Procurement and Contracts Officer

The City shall, before tenders are publicly invited, determine in writing the criteria for deciding which tender should be accepted. Officers are required to engage with the Purchasing and Contracts Officer to assist with commencing this process.

Develop the tender documentation including the following:

- a) The procurement strategy.
- b) The statement of requirements including:
  - (i) tender specifications,
  - (ii) Compliance criteria
  - (iii) evaluation criteria and information for the suppliers.
- c) Choose the Contract Conditions:
  - General Conditions of Contract for the Supply of Goods, or
  - General Conditions of Contract for the Provision of Goods and Services, or
  - General Conditions of Contract for the Provision of Minor Works and Services, or
  - Refer to Australian Standards.

**CAUTION: Appropriate licence must be obtained before using any of the Australian Standards that form part of the contract. Failure to do so will be in breach of Copyright Act.**

- d) Choose the Conditions of Tender:
  - Request for Quotation.
  - Request for Tender General.
  - Request for Tender Minor Building and Construction Services.
  - Expression of Interest.
  - Schedule the Tender, i.e. closing date, award date, and contract kick off, in line with the Procurement Plan.
  - Choose the cost model/pricing schedule.
  - Is there a need for a Site Inspection or Tender Briefing?
  - Is there a requirement for SLA and KPIs? If so, develop with stakeholders.

A copy of the draft Procurement Plan is to be submitted to the respective Manager/Director and Procurement and Contracts Officer for review prior to moving forward with the process.

When preparing a Procurement Plan it is recommended that officers ensure that:

- Sufficient planning has been undertaken and sufficient time has been allowed for the review of the Scope/Specifications before RFT's are advertised.
- Any known constraints associated with the delivery of the contract are identified upfront, e.g. public access requirements, availability of land, limits to work etc. Failure in identifying constraints may result in disputes later.
- Relevant initial investigations (e.g. market research, business plans etc.) have been undertaken. These investigations, should where practical, identify all significant levels of risks and include mitigation strategies to ensure successful delivery of the project. All risks identified during Scoping should be noted in a Risk register.
- A budget estimate for the RFT has been prepared to enable the Evaluation Panel to benchmark against the costs submitted by the Tenderer's. The estimated costs should reflect direct and indirect costs like labour, materials, delivery and any overhead percentages for contingencies.
- For large scale, high risk projects, it is recommended using Bills of Quantities prepared independently by a qualified Quantity Surveyor.
- Ensuring sufficient internal resources are available and allocated to the project to achieve all targets and ensure that all officers affected by the RFT are consulted.
- Intellectual property such as architectural drawings and designs are taken into consideration as they may be an essential component of a project design or project delivery system. As a provision, all parties should: -
  - Identify any intellectual property components of its preliminary proposals; and
  - Manage any intellectual property issues that arise during Project discussions.

The Evaluation Methodology is to be determined and approved in the Procurement Plan. The following evaluation methodologies can be utilised depending on the factors driving the Tender Request: -

1. Least Cost Comparative – for low risk RFT's where price is the pre-eminent factor. In theory, the lowest priced compliant Response would be the preferred Tenderer, however, it is recommended further value for money assessments are conducted to confirm the appraisal.
2. Qualitative Weighting – for medium to high risk RFT's. The evaluation process will focus on the qualitative assessment, eliminate the Responses that do not meet the predetermined Qualitative Pass mark, followed by an assessment of Price to determine the Tenderer that provides best value for money to the City.

**Note:** *Once the Procurement Plan has been approved no changes can occur unless the approver is notified and agrees in writing to the change. For example, if any evaluation panel member becomes unavailable for evaluation a new panel member can be nominated but must be approved by the original approver.*

**11.3 Preparing the Request for Tender**

<b>TASK</b>	<b>RESPONSIBLE OFFICER</b>
Prepare RFT document	Procurement and Contracts Officer Tender originator
Review RFT document	Tender originator Director/Manager Procurement and Contracts Officer

The content for the Request for Tender will vary from tender to tender based on the risk, size and complexity of the project. Once the Procurement Plan has been approved and the scoping phase is completed, the Procurement and Contracts Officer will assist officers with the RFT document preparation. Information from the Procurement Plan and the scoping document will be transplanted into the RFT document along with the following items:

- Conditions of Tendering;
- Compliance Criterion;
- Selection Criterion;
- Tender forms and schedules to be completed by the Tenderer;
- General Conditions of Contract;
- Special Conditions of Contract (if any)
- Specifications/Scope of works;
- Occupational Health and Safety requirements; and
- Drawings (if any).

Regulation 14(2a) makes it a requirement that the criteria for assessing Tender Responses are established in writing before the RFT is publicly advertised.

Whilst setting the Selection Criterion, it is important to understand the desired outcomes of the Tender Request. The criterion examples below (but not limited to) can be used as a guide to set the Selection Criterion for a request: -

- Relevant experience of the Company and personnel in performing similar works;
- Qualifications of the personnel involved in completing the works
- Support resources available;
- Demonstrated Understanding of the services/project;
- Quality Assurance and Control measures;
- Programme of works;
- Previous performance history; and
- Price Schedule – could be a lump sum offer, schedule of rates or a combination of both.

The compliance criteria will be fixed for most RFT’s with the capability of adding more information based on the request.

Moreover, the qualitative and price criterion weightings need to be set in an appropriate manner to represent a best value for money outcome for the City. Hence, the consideration of the following factors (but not limited to) will assist in determining the relevant weightings for each Selection Criterion: -

- **Risks** – can range from strategic, operational, compliance, reputational, environmental, political, financial or disaster risks which can potentially impact the service/project delivery – should be factored appropriately in accordance to the City’s Risk Matrix (refer to Appendix 4);
- **Timeliness** – if there are tight delivery timeframes, more emphasis should be placed on the weightings of the total qualitative criterion and the sub-attributes of delivery and methodology;
- **Complexity** – If the service/project is highly technical or difficult, emphasis should be placed on the weightings of the total of the non–price criterion and the sub-attributes of technical skills and methodology; and
- **Price** - services/projects requiring innovative inputs and methodology can have a lower reliance on price ensuring that a high price will relatively have low impact on the total score. In addition, consideration of the whole-of-life costs is crucial in achieving value for money.

**11.4 Expression of interest**

TASK	RESPONSIBLE OFFICER
Prepare expression of interest	Relevant directorate

An Expression of Interest (EOI) is a multi-staged process available to the City when the information required from Tenderers is specific but the City is unsure of the capability of the Tenderers to provide the required goods and services.

Regulation 21 sets out the power for the City to invite EOIs from prospective Tenderers to be selected to be eligible to make a Tender Response for the proposed future Tender Request.

Where the Expression of Interest (EOI) is to be used as a pre-qualification step in a two-stage tendering process, it must be expressly stated in the EOI document.

Contractors may not be engaged on the basis of an EOI unless expressly allowed in the EOI document.

The first step is to define a full set of compliance and objective criterion for the City’s Evaluation Panel to assess and shortlist Tenderers for the next step of the process. The emphasis at this stage is to determine a ‘preliminary selection’ of Tenderers that demonstrate the ability and understanding required to complete the scope of works. The Selection Criterion can be set using the same factors used in preparing a RFT. **Please note, Price is not factored into the evaluation at this stage.**

The second step involves assessing the prices offered by the shortlisted Tenderers. Thereafter, the Evaluation Panel is responsible for providing a

recommendation based on the collective results of the evaluations conducted in both steps of the EOI process.

**11.5 Evaluation panel**

TASK	RESPONSIBLE OFFICER
Establish evaluation panel	Tender originator

The evaluation panel is to be established at the procurement planning stage and prior to the advertising of a tender and include a mix of skills and experience relevant to the nature of the purchase.

For Requests with a total estimated (ex GST) price of:

- Between \$50,000 and \$149,999, the panel must contain a minimum of two members; and
- \$150,000 and above, the panel must contain a minimum of three members and the Procurement and Contracts Officer is to be invited to participate in evaluation meetings and provide probity advice and guidance.

**11.6 Advertising tenders**

TASK	RESPONSIBLE OFFICER
Place advertisement	Procurement and Contracts Officer

Tenders are to be advertised in a state wide publication e.g. "The West Australian" newspaper, Local Government Tenders section, preferably on a Wednesday or Saturday.

An advertisement will also be placed on Tenderlink, the online tender system used by the City.

The tender must remain open for at least 16 business days, including tender opening and closing days, after it is advertised.

The notice must include:

- a brief description of the goods or services required;
- information as to where and how tenders may be submitted;
- the date and time after which tenders cannot be submitted;
- particulars identifying a person from whom more detailed information as to tendering may be obtained.

**11.7 Issuing tender documentation**

TASK	RESPONSIBLE OFFICER
Distribute tender documents	Procurement and Contracts Officer
Advertise tender	Procurement and Contracts Officer Media and Communications Officer

Regulation 14(1) requires RFT's to be publicly invited and Statewide Notice to be given.

Where an EOI was called, Statewide notice is not required and only those 'preliminarily selected' Tenderers are required to be notified: Regulation 14(2). However, any EOI must be subject to Statewide Notice in the first instance: Regulation 14(3).

The Procurement and Contracts Officer and Media and Communications team is responsible for preparing Tender and EOI advertisements. An advertisement approval form is to be prepared and approved by the relevant executive manager, director or CEO. An online advertisement request located on the Intranet must be completed once the advertisement has been approved.

Regulation 14(3) requires the Statewide Notice of the Tender Request to include the following:

- A brief description of the goods or services;
- Details of the contact person at the City;
- Information of where and how Tender Responses may be submitted; and
- Date and time after which Tender Requests cannot be submitted.

In addition to the above, Regulation 14(4) requires the following detailed information to also be included:

- Relevant information as decided by the City;
- Detailed specifications of good and services required;
- Selection Criterion; and
- Details of how Tender Responses are to be submitted.

The deadline for a Tender Response and a EOI Response cannot be less than 14 days after the Statewide Notice; Regulation 15 and 22 respectively.

Regulation 22 states that a public notice needs to be for a minimum of at least 14 days.

If a Tender Request is complex with high risk, it is recommended that the deadline for a Tender Response or EOI Response be at least 28 days to allow sufficient time to the prospective Tenderers to prepare an appropriately informative respond.

As a best practice approach, the following rules are to be followed when setting the deadline for Tender Responses and EOI Responses:

1. Not to be earlier than 2.00p.m. (AWST);
2. Not on a Monday or a day following a public holiday; and
3. At least one week after the recognised industry Christmas closure.

The above is in accordance to **Clause 6.4** of AS 4120-1994, Australian Standard for Code of Tendering.

With respect to procedural issues, it is necessary to maintain a written record of all persons to whom the Tender Request documents are issued to for the purposes of Regulation 14(5) (see below). It is recommended that each Tender Request be numbered for identification and tracking purposes.

The City uses Tenderlink for the issue of its tender documents. The Purchasing and Contracts Officer will upload the final tender documents for issuing and maintain a distribution register.

Tenders will not be made available (counter, mail, internet, referral, or other means) without a robust process to ensure the recording of details of all parties who acquire the documentation.

This is essential as if clarifications, addendums or further communication is required prior to the close of tenders, all potential tenderers must have equal access to this information in order for the City not to compromise its duty of fairness.

In summary, check before issuing that:

- Budget is available and approved,
- A procurement strategy is complete,
- A procurement plan is complete and signed off,
- Statutory approvals are in place,
- You can then issue the tender.

**11.8 Tender enquiries**

TASK	RESPONSIBLE OFFICER
Receive and respond to tender enquiries	Procurement and Contracts Officer

All tender enquiries must be in writing and forwarded to the Procurement and Contracts Officer who will coordinate all responses and ensure appropriate record keeping.

**11.9 Addendum to tender**

TASK	RESPONSIBLE OFFICER
Issue addendum	Procurement and Contracts Officer

If, after the tender has been publicly advertised, any changes, variations or adjustments to the tender document and/or the conditions of tender are required, the City may vary the initial information by taking reasonable steps to give each person who has sought copies of the tender documents notice of the variation.

A copy of the addendum will also be placed on Tenderlink.

Regulation 14(5) requires that any person who sought a copy of the Tender Request must be given notice of any change to the information of the Tender Request as it was set out in the Statewide Notice.

**11.10 Minor variation**

TASK	RESPONSIBLE OFFICER
Advise of variation	Procurement and Contracts Officer

If after the tender has been publicly advertised and a successful tenderer has been chosen but before the City and tenderer have entered into a Contract, a minor variation may be made by the City.

A minor variation will not alter the nature of the goods and/or services procured, nor will it materially alter the specification or structure provided for by the initial tender.

**11.11 Tender deadline**

TASK	RESPONSIBLE OFFICER
Non-compliant tenders	Procurement and Contracts Officer

A tender that is not received in full in the required format by the advertised Tender Deadline shall be deemed non-compliant and will not proceed to evaluation.

Any late tender received will not be assessed by the City and tenderer will be informed in writing.

**11.12 Opening of tenders**

TASK	RESPONSIBLE OFFICER
Tender opening	Procurement and Contracts Officer Tender originator (or their representative)

Tender Responses must be received, kept and opened in accordance with Regulation 16.

No tenders are to be removed from the tender box, or downloaded from Tenderlink, opened (read or evaluated) prior to the tender deadline.

Tenders are to be opened in the presence of the Chief Executive Officer’s delegated nominee and preferably at least one other Council Officer. Please note, where practicable, the nominated Evaluation Panel members should **NOT** be either of these two officers. The details of all tenders received and opened shall be recorded in the Tenders Register.

Tenders are to be opened in accordance with the advertised time and place. There is no obligation to disclose or record tendered prices at the tender opening, and price information should be regarded as commercial-in-confidence to the City.

Members of the public are entitled to be present.

The Tenderer’s Offer form, Price Schedule and other appropriate pages from each tender shall be date stamped and initialled by at least one of the City’s Officers present at the opening of tenders.

**11.13 Tender submissions**

TASK	RESPONSIBLE OFFICER
Record all tender submissions	Procurement and Contracts Officer

The Procurement and Contracts Officer will save all tender submissions electronically received via Tenderlink in Content Manager. All hard copies

received via the City’s Tender Box will be stamped and scanned into Content Manager before passing them on to the tender originator for the tender evaluation.

**11.14 No tenders received**

TASK	RESPONSIBLE OFFICER
Provide guidance	Procurement and Contracts Officer

Where the City has invited tenders, however no compliant submissions have been received, direct purchases can be arranged on the basis of the following:

- a sufficient number of quotations are obtained;
- the process follows the guidelines for seeking quotations between \$50,000 and \$149,999 (listed above);
- the specification for goods and/or services remains unchanged;
- purchasing is arranged within six months of the closing date of the lapsed tender.

**11.15 Tender evaluation**

TASK	RESPONSIBLE OFFICER
Setup evaluation panel meeting	Tender originator
Carry out evaluation	Evaluation panel members and Procurement and Contracts Officer
Record all evaluation sheets	Tender originator and Procurement and Contracts Officer
Provide updates to Procurement and Contracts Officer	Tender originator

Regulation 18(1) states that Responses are to be rejected if not submitted at a place constituted and within the time specified.

Regulation 18(2) states that Responses that are not compliant with requirements specified in the Tender Request may be rejected without consideration of its merits.

The Procurement and Contracts Officer must be invited to all evaluations with a value of \$150,000 and above to provide probity advice and guidance.

The tender evaluation panel are to meet and discuss the evaluation criteria and evaluation process. The panel are required to assess each compliant tender to determine which tender is most advantageous. Tenders should not be shortlisted. If it is clear early in the evaluation that a submission is unlikely to be competitive, very clear records on that decision must be kept.

Evaluation sheets are to be submitted to the Tender Originator so they can be recorded in the City’s document management system.

The Procurement and Contracts Officer is available to provide guidance to the evaluation panel.

An evaluation template document can be found on the Intranet.

Regulation 18(4a) permits the City – prior to finalising an evaluation of a Tender Response – to request further information from a Tenderer to clarify the respective Tender Response.

Regulation 18(5) allows the City to decline to accept any Tender Response, should it be determined not in the City’s interests to proceed further.

**11.16 Tender evaluation report**

TASK	RESPONSIBLE OFFICER
Prepare report for approval	Tender originator Procurement and Contracts Officer

Once the evaluation process is completed, the Business Unit is responsible for

- Writing and finalising the Evaluation report, that outlines the Evaluation process and the Evaluation Panel’s final recommendations; and
- Ensuring the Evaluation report is signed off by CEO and/or Full Council depending on the value of the Procurement.

Regulation 18(4) requires that all compliant Tender Responses are subject to a written evaluation referencing all the criteria that was included in the Tender Request.

The CEO has delegated powers to approve and reject all Responses and Expressions of Interests for up to a value of \$250,000. Responses exceeding \$250,000 in value need to be referred to the Council for their approval or rejection, whichever the case may be.

**11.17 Summary report/Council report**

TASK	RESPONSIBLE OFFICER
Prepare report for approval	Tender originator

If the contract is for \$250,000 or less, then a summary report is to be prepared for approval by the Chief Executive Officer under delegated authority.

If the contract value exceeds \$250,000 a council agenda report is to be prepared and presented to Council for their approval.

Report templates will be uploaded on the Intranet.

**11.18 Notification of outcome**

TASK	RESPONSIBLE OFFICER
Notify successful/unsuccessful tenderers	Procurement and Contracts Officer

Once approved by either the CEO or Council, each tenderer shall be notified in writing via letter or email of the outcome of the tender. The Procurement and Contracts Officer shall:

- Notify the successful Tenderer(s) in writing and start preparing the contract documents; and

- Notify the unsuccessful Tenderers in writing that their Tender Responses have been unsuccessful. It is recommended that a verbal or formal debriefing be held, to provide feedback to the Tenderers addressing their performance against the Selection Criterion.

It is required that all Tenderers are given written notice of the successful Tender Response or that no Tender Response was accepted: Regulation 19.

Where a contract has not been entered with the successful Tenderer within 6 months of the day on which that Tenderer's Tender Response was accepted and the Tenderer agrees not to enter in to a contract with the City, then the City may select another Tenderer from the other Tender Responses: Regulation 18(6).

If the contract with the successful Tenderer is terminated by agreement within 6 months of the date on which that Tenderer's Tender Response was accepted, then the City may select another Tenderer from the other Tender Responses: Regulation 18(7).

**11.19 Tender contract negotiation / contract development**

TASK	RESPONSIBLE OFFICER
Prepare contract	Procurement and Contracts Officer
Review contract	Tender Originator/Manager/Director
Arrange contract signing	Purchasing and Contracts Officer
Obtain copies of insurances	Purchasing and Contracts Officer

It may be necessary to enter negotiations with the preferred Tenderer prior to finalising the Contract. Post-tender negotiations should be undertaken by at least two members of the Evaluation Panel.

Post-Tender negotiations may be a result of the Evaluation Panel identifying an opportunity in the Contract leading to potential savings.

The City may negotiate a contract with the successful Tenderer that varies from the specifications in the Tender Request, however, that variation must be 'minor', otherwise a new Tender Request process must be undertaken: Regulation 20(1).

*'Minor variation' means a variation that the local government is satisfied is minor having regard to the total goods or services that tenderers were invited to supply: Regulation 20(3).*

Regulation If the 'minor variation' proposed by the City to be included in the contract is not agreed by the successful Tenderer (or the successful Tenderer is unable to agree) then the City may select another Tenderer from the other Responses: Regulation 20(2).

- Once a contract is entered with a Tenderer, it cannot be varied unless it is –
- a variation that is necessary for the goods or services to be supplied and does not change the scope of the contract: Regulation 21A(a); or
  - a renewal or an extension of the term of the contract in circumstances where the renewal or extension was part of the Tender Request: Regulation 21A(b).

The Procurement and Contracts Officer will prepare the tender contract. This document is to be reviewed by the tender originator and their relevant Manager/Director.

Once approved, the Procurement and Contracts Officer will arrange signing of the contract document, including, where required, assistance with development of a detailed covering memo.

**11.20 Insurances**

TASK	RESPONSIBLE OFFICER
Certificate of Currency on insurance policies	Procurement and Contracts Officer

The Procurement and Contracts Officer must ensure the insurance policies of the contractors are current before commencing works.

Each year of the contract, new certificates are required and a reminder of expiry date of cover must be followed up and recorded.

**11.21 Generate purchase order**

TASK	RESPONSIBLE OFFICER
Raise purchase order	Tender originator/Service department

Prior to any works commencing the responsible Officer is required to raise a purchase order. Refer to Item 5.3 and 5.4 of this document.

**11.22 Contract management**

TASK	RESPONSIBLE OFFICER
Manage ongoing contract	Tender originator/Service department

The Tender originator or service area will be responsible for the ongoing contract management. City officers should be aware of the contracts under their responsibility and the tasks required to manage the contract effectively.

Key contract management tasks include:

- Checking and paying invoices.
- Monitoring the disclosure requirements of the contract (attaining updated certificates of currency for insurances, ensuring that licenses remain current etc.).
- Monitoring key dates such contract expiry and extension dates.
- Updating the details of the contractor's key personnel in contract documentation.
- Monitoring assets provided to the contractor.
- Administering and recording variations when required.

Effective contract management is focussed on:

- Ensuring that the necessary steps for contract kick-off are all addressed i.e. securities where applicable, site hand over, advance payments, etc.

- Ensuring timely delivery of goods, works or services thus ensuring that parties are aware of key dates in the contract;
- That all deliverables are inspected / checked that they are compliant with terms and conditions of the contract;
- That contractor performance and services are provided at the standard required;
- Minimising risks of overruns by providing timely information and alerts;
- Ensuring that necessary amendments / variations made to the contract have been properly administered and received necessary approvals;
- Smooth management, administration and resolution of disputes and remedies identified and implemented as necessary;
- Ensure that termination, where absolutely necessary, is effected in accordance with the provisions of the contract;
- Ensuring there is smooth contract / project close out;
- Ensuring that there any necessary documentation is effected throughout the duration of the contract or project;
- Completing any necessary task on contract expiry or project close out e.g. return of securities, completion of performance report.

Whilst the processes, time and documentation that are a part of good contract management may at times be seen as unnecessary "red tape" they should be seen more as best practices in managing risk. Good management and administration ensures value for money is monitored and maintained, provides an audit trail, develops consistency, minimises risks and promotes sound governance.

**11.23 Tender Register**

TASK	RESPONSIBLE OFFICER
Maintain tender register	Procurement and Contracts Officer

The Procurement and Contracts Officer will be responsible for maintaining a Tender Register which is to be made available on the City's website.

**11.24 Records management**

TASK	RESPONSIBLE OFFICER
Record tender documentation	Procurement and Contracts Officer

All records associated with the tender process or a direct purchase process must be recorded and retained. For a tender process this includes:

- Tender documentation;
- Internal documentation;
- Evaluation documentation;
- Enquiry and response documentation;
- Approval documentation;
- Notification and award documentation.

For a direct purchasing process this includes:

- Quotation documentation;
- Internal documentation;
- Approval documentation;
- Order forms and requisitions.

Record retention shall be in accordance with the minimum requirements of the State Records Act, and the City's internal Records Management Policy. Regulation 16(1) requires that any Tender Response received by the City is safely kept and confidentiality retained.

**11.25 Contract Register**

TASK	RESPONSIBLE OFFICER
Maintain contracts register	Procurement and Contracts Officer

The Procurement and Contracts Officer will be responsible for maintaining a Contract Register for contracts over \$50,000 (ex GST). Officers are required to notify the Purchasing and Contracts Officer of all new contracts over \$50,000 (ex GST) to be included on the register.

Contracts with a total value of \$150,000 or more is to be made available on the City's website.

**Appendix 1: City of Vincent Purchasing Policy 1.2.3**

<https://www.vincent.wa.gov.au/documents/641/123-purchasing-policy>

## Appendix 2: Procurement Templates

Procurement Plan Template:

<https://intranet.vincent.wa.gov.au/documents/1754/procurement-plan-template>

Request for Tender:

<https://intranet.vincent.wa.gov.au/documents/1756/request-for-tender-template>

Request for Quotation:

<https://intranet.vincent.wa.gov.au/documents/1755/request-for-quotation-template>

**Appendix 3: City of Vincent Risk Management Policy**

<https://www.vincent.wa.gov.au/documents/562/4126-risk-management>

## 8 ANNOUNCEMENTS BY PRESIDING MEMBER (WITHOUT DISCUSSION)

This week the City has been focussed on delivering community initiatives such as the promotion of the virtual celebration of Anzac Day, which includes encouraging children to draw poppies on their driveways. Community members are encouraged to light up the dawn from their driveways at 6am, possibly bringing some instruments to play the Last Post.

The City has created some online initiatives, including Beatty Park gym classes, which have been really popular, and “Stay at home” book bags from the library. The City is investigating providing information to business regarding what help is available and what the new planning laws mean.

Clarifying the budget for 2021 is the current focus of the City and is a critical body of work.

## 9 GENERAL BUSINESS

Nil

## 10 NEXT MEETING

### 28 April 2020

- COVID-19 Weekly Update
- Communications Plan
- Environmental Health Update and Influenza Vaccinations
- Update from Library and Local History Centre on Services
- Community Funding – COVID-19 Relief for Seniors and the Vulnerable

### 5 May 2020

- COVID-19 Weekly Update

## 11 CLOSURE

There being no further business, the Presiding Member, Mayor Emma Cole, declared the meeting closed at 6.20pm with the following persons present:

<b>PRESENT:</b>	<b>Mayor Emma Cole</b> <b>Cr Susan Gontaszewski</b> <b>Cr Alex Castle</b>	<b>Presiding Member</b> <b>South Ward</b> <b>North Ward</b>
<b>IN ATTENDANCE:</b>	<b>David MacLennan</b> <b>John Corbellini</b> <b>Andrew Murphy</b> <b>Meluka Bancroft</b> <b>Mark Fallows</b>	<b>Chief Executive Officer</b> <b>Executive Director Strategy &amp; Development</b> <b>Executive Director Infrastructure &amp; Environment</b> <b>Executive Manager Corporate Strategy &amp; Governance</b> <b>Manager Built Environment and Wellbeing</b>
<b>Public:</b>	1 member of the public.	

These Minutes were confirmed by the COVID-19 Relief and Recovery Committee as a true and accurate record of the COVID-19 Relief and Recovery Committee Meeting held on 21 April 2020.

Signed: Mayor Emma Cole

A handwritten signature in blue ink, appearing to read "Emma Cole". The signature is written in a cursive style with a large initial 'E' and 'C'.

Dated: 28 April 2020