



**Chief Executive Officer Attachments  
Wednesday, 18 November 2015**

<b>REPORT NUMBER</b>	<b>REPORT TITLE AND ATTACHMENT DESCRIPTION</b>	<b>PAGE NUMBER(S)</b>
<b>9.4.1</b>	<b>Nominations to Committees</b> 1. "draft" Council Committees and Advisory Groups booklet 2015	1
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# Council Committee and Advisory Groups



## Item 9.4.1 - Attachment 1

OFFICE USE ONLY:

ADOPTED:

AMENDED:

RESOLUTION NO:

FILE REFERENCE NO: 04/06/0001

DOCUMENT REF NO:

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## INTRODUCTION

This booklet contains details of:

1. Council Committees
  2. Portfolios – Elected Members
  3. Working Groups
  4. Other Committees
  5. Representation on external organisations
- 

## PART 1 – COUNCIL COMMITTEES

Section 5.8 of the *Local Government Act 1995* provides that Council can establish committees of three (3) or more persons. An **Absolute Majority** decision is required.

### 1.1 *Types of Committees*

Section 5.9 provides that a committee can comprise:

- a) Council Members only
- b) Council Members and Employees
- c) Council Members and Employees and other persons
- d) Council Members and other persons
- e) Other persons only

### 1.2 *Appointment of Committee Members*

Section 5.10 provides for the appointment of committee members. A decision to appoint committee members requires an absolute majority decision of Council.

At any given time each Council member is entitled to be a member of at least one (1) committee that comprises Council members only, or Council members and employees. If a Council member nominates himself/herself to be a member of such committee/s, the Council is to include that Council member to at least one of those committees as the Council determines.

If the Council is to make an appointment to a committee that has or could have a Council member as a member and the President informs Council of his/her wish to be a member of the committee, the Council is to appoint the President to be a member of the committee.

If the Council is to make an appointment to a committee that has or will have an employee as a member and the Chief Executive Officer informs the Council of his/her wish:

- a) to be a member of the committee, or
  - b) that a representative of the Chief Executive Officer be a member of the committee
- the Council is to appoint the Chief Executive Officer or the Chief Executive Officer's representative, as the case may be, to be a member of the committee.

### 1.3 Tenure of Committee Membership

Where a person is appointed as a member of a committee under section 5.10(4) or (5) (i.e. the sections relating to appointing the President and the Chief Executive Officer or the Chief Executive Officer's representative to a committee), the person's membership of the committee is valid until:

- a) *the person no longer holds the office by virtue of which the person becomes a member, or is no longer the Chief Executive Officer, or the Chief Executive Officer's representative, as the case may be,*
  - b) *the person resigns from membership of the committee,*
  - c) *the committee is disbanded, or*
  - d) *the next ordinary elections day,*
- whichever happens first.*

Where a person is appointed as a member of a committee other than under section 5.10(4) or (5), the person's membership of the committee continues until:

- a) *the term of the person's appointment as a committee member expires,*
  - b) *the Council removes the person from the office of committee member or the office of committee member otherwise becomes vacant,*
  - c) *the committee is disbanded, or*
  - d) *the next ordinary elections day,*
- whichever happens first.*

### 1.4 Elected members obligation when appointed by Council

Councillors are to represent the views of Council, as deemed by resolution Policy or strategic objectives, when attending Committee meetings and Working Groups that include "**other persons**".

*"Other Persons" means a person who is not a Council member or employee*

### 1.5 Election of Presiding Member and Deputies

The members of a committee are to elect a presiding member and deputy presiding member from amongst themselves in accordance with Section 5.12.

### 1.6 *Quorum*

The quorum for a meeting of a committee is at least 50% of the number of offices (whether vacant or not) or member of the committee.

The Council may, with an absolute majority decision, reduce the number of offices of committee members required for a quorum at a committee meeting specified by the Council if there would not otherwise be a quorum for the meeting.

### 1.7 *Presiding at Committee meetings*

The presiding member elected by the committee is to preside at meetings of the committee.

If, in relation to the presiding member of a committee:

- a) the office of presiding member is vacant, or
- b) the presiding member is not available or is unable or unwilling to perform the functions of presiding member,

then the deputy presiding member, if any, may perform the functions of presiding member.

If, in relation to the presiding member of a committee:

- a) the office of presiding member and the office of deputy presiding member are vacant, or
- b) the presiding member and the deputy presiding member, if any, are not available or are unable or unwilling to perform the functions of presiding member,

then the committee members present at the meeting are to choose one of themselves to preside at the meeting.

### 1.8 *Delegation of some powers and duties to certain committees*

Under and subject to section 5.17, Council may delegate to a committee any of its powers and duties other than the power of delegation. An absolute majority decision of Council is required.

A delegation is to be in writing and may be general or as otherwise provided in the instrument of delegation.

A delegation has effect for the period of time specified in the delegation or if no period has been specified, indefinitely.

Any decision to amend or revoke a delegation is to be made by an absolute majority.

Although Council may have delegated authority to a committee, nothing prevents the Council from performing any of its functions by acting through another person.

### 1.9 *Limits on the delegation of powers and duties to certain committees*

The Council can delegate:

- a) to a committee comprising Council members only, any of the Council’s powers or duties under the Act except:
  - i. any power or duty that requires a decision of an absolute majority or a 75% majority of the Council; and
  - ii. any other power or duty that is prescribed;
- b) to a committee comprising Council members and employees, any of the council’s powers or duties that can be delegated to the Chief Executive Officer; and
- c) to a committee comprising Council members, employees and other persons, Council members and other persons, and employees and other persons, any of the council’s powers or duties that are necessary or convenient for the proper management of:
  - i. the Council’s property; or
  - ii. an event in which the Council is involved.

The Council cannot delegate any of its powers or duties to a committee comprising “other persons only”.

### 1.10 *Statutory compliance*

The Presiding Member, deputy presiding member, committee members and the Council officer responsible for the committee are to make themselves fully conversant with all of the provision of the *Local Government Act 1995* and Council’s Standing Orders relating to committees and committee meetings.

Council has resolved to formally establish the following committees with the membership and other relevant information as shown:

### 1.11 *Audit Committee*

#### 1.11.1 *Membership*

As at 18 November 2015:

Members
<b>Shire President</b> Cr Stephen Vallance (Presiding Member)
<b>Deputy Shire President</b> Cr Gordon Houston
<b>Cr Don Gibson</b>
<b>Cr Aaron King</b>
<b>Cr Peter Osborn</b>
<b>Cr Michelle Rossouw</b>
<b>Cr George Tilbury</b>



### Quorum

4 members

### 1.11.2 Terms of Reference

Adopted by Council on 19 October 2011

## FUNCTIONS

### 1.0 NAME

The name of the Committee shall be the Shire of Chittering Audit Committee hereinafter referred to in its abbreviated form as SOCAC.

### 2.0 DISTRICT

The SOCAC shall operate within the local government boundaries of the Shire of Chittering.

### 3.0 GUIDING PRINCIPLES

The guiding principles are in accordance with the *Local Government Operational Guidelines (No 9) for Audit Committees in Local Government – Their appointment, function and responsibilities*.

### 4.0 ESTABLISHMENT

The Committee is established pursuant to Section 5.8 of the *Local Government Act 1995*.

### 5.0 OBJECTIVES

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

Reports from the committee will assist Council in discharging its legislative responsibilities of controlling the local government's affairs, determining the local government's policies and overseeing the allocation of the local government's finances and resources. The committee will ensure openness in the local government's financial reporting and will liaise with the CEO to ensure the effective and efficient management of local government's financial accounting systems and compliance with legislation.

The committee is to facilitate:

- the enhancement of the credibility of external financial reporting
- compliance with laws and regulations as well as use of best practise guidelines relative to auditing
- the provision of an effective means of communication between the external auditor, the Chief Executive Officer and the Council.

### 6.0 POWERS OF THE AUDIT COMMITTEE

The SOCAC is a formally appointed committee of Council and is responsible to that body. The committee does not have executive powers or authority to implement actions in areas over which the Chief Executive Officer has legislative responsibility and does not have any delegated financial responsibility. The committee does not have any management functions and cannot involve itself in management processes or procedures.

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

#### 7.0 MEMBERSHIP

The committee shall consist of all elected members. All members shall have full voting rights.

The Chief Executive Officer and employees are not members of the committee.

The Chief Executive Officer and Executive Manager Corporate Services or their nominee is to attend all meetings to provide advice and guidance to the committee.

The local government shall provide secretarial and administrative support to the committee.

#### 8.0 REPORTING

Reports and recommendations of each committee meeting shall be presented to the next ordinary meeting of the Council.

#### 9.0 DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the committee will be—

- a) Provide guidance and assistance to Council as to the carrying out the functions of the local government in relation to audits.
- b) Develop and recommend to Council an appropriate process for the selection and appointment of a person as the local government's auditor.
- c) Develop and recommend to Council—
  - a list of those matters to be audited
  - the scope to be undertaken.
- d) Recommend to Council the person or persons to be appointed as auditor.
- e) Develop and recommend to Council a written agreement for the appointment of the auditor. The agreement is to include—
  - the objectives of the audit
  - the scope of the audit
  - a plan of the audit
  - details of the remuneration and expenses to be paid to the auditor
  - the method to be used by the local government to communicate with, and supply information to, the auditor.
- f) Liaise with the Chief Executive Officer to ensure that the local government does everything in its power to—
  - assist the auditor to conduct the audit and carry out his or her other duties under the *Local Government Act 1995*,
  - ensure that audits are conducted successfully and expeditiously.
- g) Examine the reports of the auditor after receiving a report from the Chief Executive Officer on the matters and—
  - determine if any matters raised require action to be taken by the local government,
  - ensure that appropriate action is taken in respect of those matters.
- h) Review the report prepared by the Chief Executive Officer on any actions taken in respect of any matters raised in the report of the auditor and presenting the report to Council for adoption prior to the end of the next financial year or six months after the last report prepared by the auditor is received, whichever is the latest in time.

- i) Review the scope of the audit plan and program and its effectiveness.
- j) Address issues brought to the attention of the committee, including responding to requests from Council for advice that are within the parameters of the committee's "Terms of Reference".
- k) Seek information or obtain expert advice through the Chief Executive Officer on matters of concern within the scope of the committee's terms of reference following authorisation from the Council.

### 10.0 TENURE OF MEMBERSHIP

Shall be in accordance with the *Local Government Act 1995, section 5.11.*

- |  |
|--|
| <p>(1) <i>Where a person is appointed as a member of a committee under section 5.10(4) or (5), the person's membership of the committee continues until—</i></p> <ul style="list-style-type: none"><li>(a) <i>the person no longer holds the office by virtue of which the person became a member, or is no longer the CEO, or the CEO's representative, as the case may be;</i></li><li>(b) <i>the person resigns from membership of the committee;</i></li><li>(c) <i>the committee is disbanded; or</i></li><li>(d) <i>the next ordinary elections day,</i></li></ul> <p><i>whichever happens first.</i></p> <p>(2) <i>Where a person is appointed as a member of a committee other than under section 5.10(4) or (5), the person's membership of the committee continues until—</i></p> <ul style="list-style-type: none"><li>(a) <i>the term of the person's appointment as a committee member expires;</i></li><li>(b) <i>the local government removes the person from the office of committee member or the office of committee member otherwise becomes vacant;</i></li><li>(c) <i>the committee is disbanded; or</i></li><li>(d) <i>the next ordinary elections day,</i></li></ul> <p><i>whichever happens first.</i></p> |
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### 11.0 DELEGATED AUTHORITY

Nil

### 12.0 COMMITTEE

#### 12.1 Chairperson

The members shall appoint the Chairperson of the SOCAC.

#### 12.2 Secretary

A Shire staff officer will fulfil the role of non-voting Secretary.

#### 12.3 Standing Ex-Officio Members

Nil

### 13.0 MEETINGS

#### 13.1 Annual General Meeting

Nil

#### 13.2 Committee meetings

The committee shall meet at least annually. Additional meetings shall be convened at the discretion of the presiding person.

### 13.3 Quorum

The quorum at any meeting shall be half plus one of the number of offices. Therefore the number for a quorum shall be four (4) voting members.

### 13.4 Voting

Shall be in accordance with the *Local Government Act 1995, Section 5.21*.

#### 5.21 Voting

- (1) *Each council member and each member of a committee who is present at a meeting of the council or committee is entitled to one vote.*
- (2) *Subject to section 5.67, each council member and each member of a committee to which a local government power or duty has been delegated who is present at a meeting of the council or committee is to vote.*
- (3) *If the votes of a member present at a council or a committee meeting are equally divided, the person presiding is to cast a second vote.*
- (4) *If a member of a council or a committee specifically requests that there be recorded —
  - (a) his or her vote; or
  - (b) the vote of all members presentOn a matter voted on at a meeting of the council or the committee, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.*
- (5) *A person who fails to comply with subsection (2) or (3) commits an offence.*

### 13.5 Minutes

Shall be in accordance with the *Local Government Act 1995, Section 5.22*.

#### 5.22 Minutes of council and committee meetings

- (1) *The person presiding at a meeting of a council or a committee is to cause minutes to be kept of the meeting's proceedings.*
- (2) *The minutes of a meeting of a council or a committee are to be submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.*
- (3) *The person presiding at the meeting at which the minutes are confirmed is to sign the minutes and certify the confirmation.*

### 13.6 Who acts if no presiding member?

Shall be in accordance with the *Local Government Act 1995, Section 5.14*.

#### 5.14 Who acts if no presiding member

- (1) *If, in relation to the presiding member of a committee —
  - (a) the office of presiding member and the office of deputy presiding member are vacant; or
  - (b) the presiding member and the deputy presiding member, if any, are not available or are unable or willing to perform the functions of presiding member,then the committee members present at the meeting are to choose one of themselves to preside at the meeting.*

### 13.7 Meetings

Meetings shall be generally open to the public pursuant to the *Local Government Act 1995, Section 5.23* and include question time for members of the pursuant to the *Local Government Act 1995, Section 5.24*.

### 13.8 Members interests to be disclosed

Members of the Committee are bound by the provisions of the *Local Government Act 1995*, Section 5.65 with respect to disclosure of financial, impartiality or proximity interests.

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### PART 2 – COUNCIL PORTFOLIOS

Councillors may choose to hold one (1) or more portfolios in relation to a particular matter that is of interest to Council. An Elected Member may be delegated by Council the function of monitoring and providing elected member reports to Council on items of interest to Council.

Elected Members of Council holding a particular portfolio may be requested by the Council or Chief Executive Officer to attend various meetings in relation to the portfolio, and provide input from the Shire of Chittering’s perspective taking into consideration the corporate goals and policies of Council.

No sitting fee shall be paid in connection with an allocated portfolio; however any bona fide expense shall be reimbursed.

Should a portfolio holder meet with a Minister in relation to the portfolio, the President in the first instance or Deputy President of the Council shall be invited to attend.

Council has resolved to formally establish the following portfolios with the membership and other relevant information as shown:

<b>Aged Care</b>	Cr .....
<b>Education</b>	Cr .....
<b>Environment</b>	Cr .....
<b>Health</b>	Cr .....
<b>Heritage</b>	Cr .....
<b>Tourism and Culture</b>	Cr .....
<b>Light Industry and Waste Management</b>	Cr .....
<b>Small Business and Economic Development</b>	Cr .....
<b>Sport and Recreation</b>	Cr .....
<b>Youth</b>	Cr .....
<b>Water</b>	Cr .....
<b>Works</b>	Cr .....

### PART 3 – ADVISORY GROUPS

An “Advisory Group” will **NOT** be a formal committee established under section 5.8 of the *Local Government Act 1995*. An “Advisory Group” is to meet as and when required and membership is to vary dependent on the issues to be addressed. The Officer responsible for the “Advisory Group” will report any outcomes from working group meetings direct to Council via an Officer’s Report.

“Advisory Groups” will not attract a sitting fee to elected members as the “Advisory Group” is not a formal committee constituted pursuant to the *Local Government Act 1995*.

Council members are to represent the views of Council when attending an external organisation as a member appointed by the Council, not their personal views if these conflict with Council policy and position.

Representation of external organisations will not attract a sitting fee to elected members but any out of pocket expenditure or travelling expenses will be reimbursed.

### 3.1 Advisory Group Membership and Objectives

#### 3.1.1 Chittering Australia Day Advisory Group

##### MEMBERSHIP

Members	Deputies
Cr .....	Cr .....
Wannamal Community Centre representative	-
Chittering Valley Progress Association representative	-
Bindoon Community Progress Association representative	-
Upper Chittering community representative	-
Muchea community member	-
Executive Manager Corporate Services	-

##### QUORUM

4 members

##### OBJECTIVES

###### Process

Overseeing the process of calling for nominations for the Shire of Chittering Premier’s Australia Day Active Citizenship Awards the categories of:

- Citizen of the Year
- Young Citizen of the Year
- Community Event of the Year

### Selection criteria

Each year two local citizens and one local community group in Chittering Shire will be eligible for the Premier's Australia Day Active Citizenship Awards:

- Premier's Australia Day Active Citizenship Award for a person of 25 years or older
- Premier's Australia Day Active Citizenship Award for a person under 25 years
- Premier's Australia Day Active Citizenship Award/or a community group or event

The recipients will be selected from people and groups who have made a noteworthy contribution since the closure of the previous nomination period, or given outstanding service to the local community over a number of years through active involvement.

The Australia Day Council of Western Australia (ADCWA) provides three awards each year for presentation in the Shire of Chittering on Australia Day.

The winners will have been judged to have shown active citizenship and recognise outstanding members of the local community for their contribution towards community life and their active participation in local projects:

- How has the nominee contributed to the Chittering community?
- How has the nominee demonstrated leadership on a community issue resulting in the enhancement of community life?
- What has the nominee achieved that has brought about change and value to community life?

Nominees should reside principally within the Chittering Shire.

Awards will not be granted posthumously.

Groups of people or couples will not normally be eligible except when meeting the criteria/or a community group.

A person cannot receive the same award twice, but can be considered for another award. Unsuccessful nominees may be nominated in future years.

Sitting members of State, Federal and Local Government are not eligible.

All category winners of the Premier's Australia Day Active Citizenship Awards will be selected from nominations received from the community.

These prestigious awards are only available to one recipient in each category in each year.

### Award winners

Determining and recommending to Council the winners of the Shire of Chittering - Premier's Australia Day Active Citizenship Awards.

### Review

Review the process at least annually.

### Community initiatives

Nil



### Community awareness

To promote the Shire of Chittering Premier's Australia Day Active Citizenship Awards' and encourage the community to nominate persons/events in the various categories.

Encourage attendance and participation of the community at the Australia Day Celebration held on 26 January each year.

### **MEETING TIMES**

Once a year (November)

Shire of Chittering Council Chambers

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### 3.1.2 Chittering Community Planning Advisory Group

The Community Planning Advisory Group (CPAG) is made up of representatives of diverse community interests from within the Shire of Chittering; representing the localities of Lower Chittering, Muchea, Bindoon, Mooliabeenee and Wannamal.

#### MEMBERSHIP

Sporting groups and Community groups from within the Shire of Chittering are encouraged to nominate one representative per group.

Alternatively, for those groups involved in a Chittering Shire facility user group a representative from the user group are encouraged to participate on CCPAG.

Members	Deputies
Cr .....	Cr .....
<b>Community &amp; Club Development Officer (CCDO)</b>	<b>And any other Shire staff by invitation as determined by projects of the committee</b>
<b>Bindoon Agricultural Society representative</b>	-
<b>Bindoon Community Progress Association representative</b>	-
<b>Bindoon Chittering Retirees / CWA representative</b>	-
<b>Bindoon Theatre Incorporated representative</b>	-
<b>Brockman Historical Precinct user group representative</b>	-
<b>Chittering Tourist Association representative</b> • Colleen Osborn	-
<b>Chittering Chamber of Commerce representative</b>	- representing the Lower Chittering Hall user group
<b>Bindoon Sport and Recreation Association representative</b>	- representing the Chinkabee Complex user group
<b>Bindoon Primary School P &amp; C representative</b>	
<b>Chittering Progress Association representative</b>	-
<b>Sandown Park / Muchea User Group representative</b>	- representing the Muchea Hall user group
<b>Wannamal Community Centre representative</b>	-

#### QUORUM

7 members (comprising of 5 community members, 1 Councillor and the CCDO)

### OBJECTIVES

- Contribute and participate in the review of the Shire of Chittering Strategic Community Plan  
A point of reference for the Shire of Chittering as part of community engagement activities. To ensure that community planning and development remain a key component of Council's Strategic planning process.
- Community attitudes and perceptions  
A collective voice for advocating community attitudes and perception, ideas and projects of the communities within the Shire of Chittering between the Council, funding providers and government agencies.
- Identify opportunities  
To identify opportunities for community development through creative utilisation of existing and future resources and funding by collectively identifying, supporting and working towards projects that serve to build community pride. This will be achieved through the dissemination of information, brainstorming and/ or a collective think tank of ideas facilitated by the broad knowledge base of the group.
- Promotion  
To promote the importance of community planning development in the Shire of Chittering by being a conduit between the community, sporting and community groups, Shire of Chittering and potential partners i.e. funding providers and Government agencies.  
  
Provide a focal point for the exchange of information among the local community and the Shire of Chittering, on issues of concern or projects of interest that serve to build pride within our community, being mindful of not replicating work that is already being done within the community.
- Communication with Council  
To facilitate and encourage widespread consultation with the community by communication to the council on community planning and development issues and; make recommendations to Council on all matters relating to this.
- Budget priorities  
To identify and make recommendations to Council on budget provisions for community development projects by advocating community priorities to council for budgetary considerations.
- Community facilities  
To advise and assist Council in the development of community facilities and services within the Shire of Chittering.
- Community projects  
Assist and support, where appropriate, any new community projects and; advocate for improved use of resources (time, people, financial etc.) through utilising the networking opportunities present within the group.

### MEETING TIMES

Bimonthly on 2<sup>nd</sup> Thursday (February, April, June, August, October, December)

1 – 3pm in the Shire of Chittering Council Chambers

Meetings may be held more regularly where necessary to projects of the group.

### 3.1.3 Chittering Community Support Funding Advisory Group

#### MEMBERSHIP

Members	Deputies
Shire President Cr Stephen Vallance	Deputy Shire President Cr Gordon Houston
Executive Manager Corporate Services	-
Economic and Community Development Support Officer	-

#### QUORUM

2 members

#### OBJECTIVES

- Recommendations
  - To assess the Financial Assistance Grant applications received from not for profit organisations operating in the Shire of Chittering in order of priority and based on any Council policies with respect to donations.
  - To make recommendations to Council of the applications for inclusion in the annual Budget.
- Community initiatives

To encourage not for profit organisations operating in the Shire of Chittering to submit applications for financial assistance towards projects that will benefit the Chittering community based on the adopted annual budget.
- Community awareness

To ensure the Financial Assistance Grant scheme is advertised via media and correspondence to known 'not-for-profit' organisations.

#### MEETING TIMES

Once a year (April)

Shire of Chittering Council Chambers

### 3.1.4 Chittering Education Scholarship Advisory Group

#### Membership

Members	Deputies
Cr .....	Cr .....
Gingin Chittering Lions Club representative	-
Community & Club Development Officer	

#### QUORUM

2 members

#### OBJECTIVES

- Promotion  
To promote and assist education opportunities for the youth of the Shire.
- Determination  
To assess and recommend to Council the Year 6 and Year 10 winners of the Education Scholarship (\$1000) using the following selection criteria:
  - i. Year 7 or 10 student residing in the Shire of Chittering
  - ii. Applicants' ability to benefit financially from the Scholarship
  - iii. Academic reports
  - iv. Citizenship and community involvement
  - v. Suitability for the chosen school.
- Process  
That Council include an annual budget allocation of \$2,000 for education scholarships to be determined as follows:
  - i. Advertising through the local schools and media the availability of two scholarships of an agreed budgeted annual amount.
  - ii. The scholarships being open to residents of the Chittering Shire only and are for one graduating year seven and one graduating year ten student to further their education.
  - iii. Application forms (pro forma) closing 30 September of each year to be assessed by a three-member panel appointed by Council.
  - iv. The winning scholarship for the successful students to be paid directly to the chosen School.
- Community initiatives  
Nil
- Community awareness  
To promote the Education Scholarship program to students residing in the Shire of Chittering.

#### MEETING TIMES

Once a year (November)  
Shire of Chittering Council Chambers

### 3.1.5 Chittering Health Advisory Group

#### Membership

Members	Deputies
Cr .....	Cr .....
Chief Executive Officer	Executive Manager Corporate Services
Manager Human Resources	
Practice Manager Bindoon Medical Centre Robyn Hunt	-
Physiotherapist Judy Dennis	-
Community representative Chris Pietraszek	-
Primary Health Manager, West Wheatbelt Erik Anda	
Community resident Helen Kerr	Helen Taylor
Service Coordinator Toodyay, Silver Chain Avon Sharon Richards	-
Coordinator Primary Care Integration WACHS (SIHI) Karen Beardsmore	

#### QUORUM

6 members

#### OBJECTIVES

- To establish networks to liaise and cooperate with all Federal, State and local health care agencies to achieve the highest standard of health available to the residents of this Shire.
- To initiate and facilitate the development of all necessary infrastructure to support the provision of the highest standard of health available to the residents of this Shire.
- To investigate and pursue all funding sources and opportunities to support the provision of the highest standard of health available to the residents of this Shire.

#### MEETING TIMES

As and when required

Shire of Chittering Council Chambers

### 3.1.6 Chittering Mining Advisory Group

#### Membership

Members	Deputies
Cr .....	Cr .....
<b>Chief Executive Officer</b>	-
<b>Landcare representative Rosanna Hindmarsh</b>	-
<b>Community representatives</b>	-
<ul style="list-style-type: none"> <li>• <b>Derek Gascoine</b></li> <li>• <b>Claire Medhurst</b></li> <li>• <b>Jackie Shervington</b></li> <li>• <b>Ron Renton</b></li> <li>• <b>Bob Blizzard</b></li> </ul>	

#### QUORUM

5 members

#### OBJECTIVES

- To advise Council on all matters concerning mining applications pertaining to the Shire of Chittering in a neutral format.
- To facilitate community consultation while at all times providing an impartial forum for all interested parties.
- To advise Council on mining applications with special reference to the prohibition on "Industry Mining" contained within Town Planning Scheme 6.
- To facilitate community consultation on all pertinent matters while providing an impartial forum for all interested parties.

#### MEETING TIMES

As and when required  
Shire of Chittering Council Chambers

### 3.1.7 Chittering Youth Krew Advisory Group

The Chittering Youth Krew (the Krew) is a group of youth aged between 12 – 17 years who live, work or go to school in the Shire of Chittering, covering the areas of Lower Chittering, Muchea, Bindoon, Mooliabeenee and Wannamal.

Youth aged 18 – 25 years are encouraged to remain on the Krew as mentors to the younger Krew members. Parents are also welcome to assist as mentors.

#### MEMBERSHIP

The Chittering Youth Krew are supported by the Shire of Chittering Community & Club Development Officer who mentors the group and facilitates group meetings.

Members	Deputies
Cr .....	Cr .....
<b>Community &amp; Club Development Officer (CCDO)</b>	<b>And any other Shire staff by invitation as determined by projects of the committee.</b>
<b>Community representatives</b> <ul style="list-style-type: none"> <li>• Courtney Russell</li> <li>• Anthony Russell</li> <li>• Mitch Lunardi</li> <li>• Mitch Smith</li> <li>• Kassidy Black</li> </ul>	Nil

#### QUORUM

5 members (comprising of 3 youth members, 1 Councillor and the CCDO)

#### OUR ROLE

The Krew are passionate about keeping young people in the local area by having events, activities, services and spaces for young people to access.

#### OUR AIM

- Find solutions to youth getting into trouble and to prevent boredom by developing and organising activities and events for local young people.
- Represent the views of local young people to the broader community and to the Shire.
- Learn leadership skills
- Learn event management skills
- Increase youth participation by communicating to local people what is happening in our Shire.
- Work alongside community groups, sports clubs and businesses to improve youth engagement and participation.
- Work alongside the Community and Club Development Officer to plan and deliver the Annual Muchea Youth Festival.



**WE WILL DO THIS BY:**

- Speaking with young people at events and activities about the Krew and what we are trying to do.
- Assist the Shire in communicating information to the broader youth population.
- Communicating youth issues and suggestions to the Shire.
- Assist community and sporting groups to connect with young people.

**Meeting times**

The 4<sup>TH</sup> Monday of each month

6.30pm – 8pm at the Shire of Chittering Council Chambers

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### 3.2 Advisory Groups Terms of Reference

#### 1.0 NAME

The names of the Advisory Groups shall be as follows:

Name	Abbreviation
Chittering Australia Day Advisory Group	CADAG
Chittering Community Planning Advisory Group	CCPAG
Chittering Community Support Funding Advisory Group	CCSFAG
Chittering Education Scholarship Advisory Group	CESAG
Chittering Health Advisory Group	CHAG
Chittering Mining Advisory Group	CMAG
Chittering Youth Krew Advisory Group	CYKAG

#### 1.1 Responsible Officer

The Responsible Officer shall be a Shire officer who will ensure agendas and minutes are produced and forwarded to Council, and report any recommendations from the Advisory Group to Council.

Name	Responsible Officers
Chittering Australia Day Advisory Group	Executive Support Officer
Chittering Community Planning Advisory Group	Economic Development Officer
Chittering Community Support Funding Advisory Group	Economic and Community Development Support Officer
Chittering Education Scholarship Advisory Group	Community and Club Development Officer
Chittering Health Advisory Group	Executive Support Officer
Chittering Mining Advisory Group	Executive Support Officer
Chittering Youth Krew Advisory Group	Community and Club Development Officer

#### 2.0 DISTRICT

The Advisory Groups shall operate within the local government boundaries of the Shire of Chittering.

#### 3.0 OBJECTIVES

To make recommendations and advise Council on all matters relating to objectives of the Advisory Group as outlined in the Council Committees and Advisory Groups booklet.

#### **4.0 MEMBERSHIP**

##### **4.1 General**

Council will appoint at least one Council member to the Advisory Group and one staff members.

Community representation may also be appointed to the Group.

Membership shall be no greater than fifteen (15) inclusive of members and deputies.

Membership of each advisory group is outlined in the Council Committees and Advisory Groups Booklet.

##### **4.2 Tenure of membership**

Where a person is appointed as a member of an advisory Group, the person's membership of the advisory group continues until—

- (a) the person no longer holds the office by virtue of which the person became a member, or is no longer the Chief Executive Officer, or the Chief Executive Officer's representative, as the case may be;
  - (b) the person resigns from membership of the advisory group;
  - (c) the advisory group is disbanded; or
  - (d) the next ordinary elections day,
- whichever happens first.

#### **5.0 DELEGATED AUTHORITY**

Nil

#### **6.0 ADVISORY GROUP**

##### **6.1 Chairperson**

The Council member will act as Chairperson of the Advisory Group.

##### **6.2 Secretary**

A Shire staff officer will fulfil the role of Secretary.

##### **6.3 Standing Ex-Officio Members**

Nil

#### **7.0 MEETINGS**

##### **7.1 Advisory Group meetings**

Meetings of the Advisory Group shall be as determined by the Group. Meetings are determined at the final year meeting for the next calendar year.

##### **7.2 Quorum**

The quorum at any meeting shall be half plus one of the number of offices. Therefore the number for a Quorum shall be half plus one voting members.

#### 7.3 Voting

- (1) Each council member and each member of an advisory group who is present at a meeting of the advisory group is entitled to one vote.
- (2) If the votes of a member present at an advisory group meeting are equally divided, the person presiding is to cast a second vote.
- (3) If a member of an advisory group specifically requests that there be recorded —
  - (a) his or her vote; or
  - (b) the vote of all members presentOn a matter voted on at a meeting of the advisory group, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.

#### 7.4 Minutes

- (1) The person presiding at a meeting of an advisory group is to cause minutes to be kept of the meeting's proceedings.
- (2) The minutes of an advisory group are to be forwarded to Council via the monthly Elected Members Information Bulletin
- (3) A report is to be prepared by the responsible officer of the Advisory Group of any recommendations made by the Advisory Group to be presented to Council at the next ordinary meeting of the council, for consideration.
- (4) The person presiding at the meeting at which the minutes are confirmed is to sign the minutes and certify the confirmation.

#### 7.5 Who acts if no presiding member?

If, in relation to the presiding member of an advisory group —

- (a) the office of presiding member and the office of deputy presiding member are vacant; or
  - (b) the presiding member and the deputy presiding member, if any, are not available or are unable or willing to perform the functions of presiding member,
- then the advisory group members present at the meeting are to choose one of themselves to preside at the meeting.

#### 7.6 Meetings

Meetings shall be closed to the public and are not required to have questions from the public as there are no Council delegations.

#### 7.7 Members interests to be disclosed

Members of the Advisory group are bound by the provisions of the *Local Government Act 1995, Section 5.65* with respect to disclosure of financial, impartiality or proximity interests.

## PART 4 – OTHER COMMITTEES

### 4.1 Chittering Bush Fire Advisory Committee

#### 4.1.1.1 Membership

As at 18 November 2015

Members	Deputies
Councillor .....	Councillor .....
Chief Executive Officer	Not applicable
Community Emergency Services Manager / Chief Bush Fire Control Officer	Manager Human Resources
Deputy Chief Bush Fire Control Officer Southern Region	
Deputy Chief Bush Fire Control Officer Northern Region	
Deputy Chief Bush Fire Control Officer Central Region	
Muchea Brigade representative	
Lower Chittering Brigade representative	
Upper Chittering Brigade representative	
Bindoon Brigade representative	
Wannamal Brigade representative	
Incident Support Brigade representative	

**QUORUM**  
6 members

## 4.1.2 Terms of Reference

Adopted by Council on 20 July 2011

### FUNCTIONS

#### 1.0 NAME

The name of the Committee shall be the Chittering Bush Fire Advisory Committee hereinafter referred to in its abbreviated form as CBFAC.

#### 2.0 DISTRICT

The CBFAC shall operate within the local government boundaries of the Shire of Chittering.

#### 3.0 VISION

Our vision is for the Shire of Chittering to have an efficient and responsive fire service and as a Committee to educate and inform the community of the dangers of fire.

#### 4.0 GUIDING PRINCIPLES

Nil

#### 5.0 ESTABLISHMENT

The CBFAC is established pursuant to Section 5.8 of the *Local Government Act 1995* and Section 67 of the *Bush Fires Act 1954*.

#### 6.0 OBJECTIVES

To make recommendations and advise Council on all matters relating to the *Bush Fires Act 1954 Section 67(1)*.

To liaise with other emergency organisations and relevant bodies with regard to Fire and Emergency Management within the Shire of Chittering

The Committee will advise the local government all matters relating to:

- Preventing, controlling and extinguishing of bush fires
- The planning of the layout of fire-breaks in the district
- Prosecutions for breaches of the *Bush Fire Act 1954*
- The formation of bush fire brigades and the grouping thereof under group brigade officers
- The ensuring of co-operation and co-ordination of bush fire brigades in their efforts and activities
- Any other matter relating to bush fire control whether of the same kind, as, or a different kind from, those specified.

#### 7.0 MEMBERSHIP

##### 7.1 Membership

- One (1) Shire of Chittering Councillor as member and one (1) Councillor as deputy
- Chief Executive Officer as member
- Community Emergency Services Manager/Chief Bush Fire Control Officer as member and Manager Human Resources as deputy
- Deputy Chief Bush Fire Control Officer Southern Region as member
- Deputy Chief Bush Fire Control Officer Northern Region as member
- Deputy Chief Bush Fire Control Officer Central Region as member
- Muchea Brigade one (1) Bush Fire Control Officer as member and one (1) Bush Fire Control Officer as deputy
- Lower Chittering Brigade one (1) Bush Fire Control Officer as member and one (1) Bush Fire Control Officer as deputy
- Upper Chittering Brigade one (1) Bush Fire Control Officer as member and one (1) Bush Fire Control Officer as deputy
- Bindoon Brigade one (1) Bush Fire Control Officer as member and one (1) Bush Fire Control Officer as deputy
- Wannamal Brigade one (1) Bush Fire Control Officer as member and one (1) Bush Fire Control Officer as deputy
- Incident Support Brigade one (1) Bush Fire Control Officer as member one (1) Bush Fire Control Officer as deputy

##### 7.2 Tenure of Membership

Shall be in accordance with the *Local Government Act 1995, section 5.11*.

#### 8.0 ATTENDANCE BY GOVERNMENT AGENCIES

The following are invited (non-voting) to attend meetings of the CBFAC:

- DFES Fire Services Manager Perth North Coastal
- DEC Conservation and Land Management Officer

#### 9.0 DELEGATED AUTHORITY

Nil

#### 10.0 COMMITTEE

##### 10.1 Chairperson

The members shall appoint the Chairperson of the CBFAC.

##### 10.2 Secretary

A Shire staff officer will fulfil the role of Secretary (non-voting).

##### 10.3 Standing Ex-Officio Members

Nil

### 11.0 MEETINGS

#### 11.1 Annual General Meeting

Nil

#### 11.2 Committee meetings

Meetings shall be as determined by the CBFAC.

#### 11.3 Quorum

At least 50% of the members of the Committee.

#### 11.4 Voting

Shall be in accordance with the *Local Government Act 1995, Section 5.21*.

- (1) *Each council member and each member of a committee who is present at a meeting of the council or committee is entitled to one vote.*
- (2) *Subject to section 5.67, each council member and each member of a committee to which a local government power or duty has been delegated who is present at a meeting of the council or committee is to vote.*
- (3) *If the votes of members present at a council or a committee meeting are equally divided, the person presiding is to cast a second vote.*
- (4) *If a member of a council or a committee specifically requests that there be recorded —*
  - (a) *his or her vote; or*
  - (b) *the vote of all members present,**on a matter voted on at a meeting of the council or the committee, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.*
- (5) *A person who fails to comply with subsection (2) or (3) commits an offence.*

Members are to vote by secret ballot on the Election of Positions to be recommended to Council as if they were electors voting at an election.

#### 11.5 Minutes

Shall be in accordance with the *Local Government Act 1995, Section 5.22(1)*.

- (1) *The person presiding at a meeting is to ensure that minutes are kept of the meeting's proceedings.*

A copy of the unconfirmed minutes shall be forwarded to all CBFAC members within fourteen (14) days of the meeting for endorsement at the next meeting.

CBFAC recommendations arising from the minutes shall be presented to Council in the next available Council agenda for endorsement and/or action.

The person presiding at the meeting at which the minutes are confirmed is to sign the minutes and certify confirmation.

#### 11.6 Who acts if no presiding member?

In accordance with the provisions of the *Local Government Act 1995, Section 5.14*.

*If, in relation to the presiding member of a committee—*  
*the office of a presiding member and the office of deputy presiding member are vacant; or the presiding member and the deputy presiding member, if any, are not available or are unable or unwilling to perform the functions of the presiding member, then the committee members present at the meeting are to choose one of themselves to preside at the meeting.*



### 11.7 Meetings

Meetings shall be open to the public pursuant to the *Local Government Act 1995, Section 5.23* and is not required to have questions from the public as there are no Council delegations.

### 11.8 Brigade and Shire Training Coordinator reports

Each member brigade shall provide a brigade report to the meeting. The Shire Training Coordinator shall provide a report to the Chief Bush Fire Control for presentation at the meeting.

### 11.9 Working groups

The CBFAC may appoint any of its members to a working group to carry out specific tasks. A working group will undertake only those duties specified by the committee.

### 11.10 Deputations

The CBFAC may invite any person or organization to attend any meetings but such persons shall not be entitled to vote on any decision arising from such meetings.

### 11.11 Power of the Council

Nothing herein contained shall restrict the powers of Council.

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## 4.2 Local Emergency Management Committee

### 4.11.1 Membership

As at 18 November 2015

Members	Deputies
Councillor	Councillor
Chief Executive Officer	
Community Emergency Services Manager Chief Bush Fire Control Officer	Deputy Chief Bush Fire Control Officer Southern/ Northern Region
Executive Manager Technical Services	
Manager Human Resources	
Principal Environmental Health Officer	
St John Ambulance	
WA Police / Gingin	
Department of Fire and Emergency Services	
Department of Child Protection & Family Services	
Australian Defence Force	
WA Meat Industry Authority	

**Quorum**  
6 Members

### 4.1.2 Terms of Reference

#### FUNCTIONS

##### 1.0 NAME

The name of the Committee shall be the Local Emergency Management Committee hereinafter referred to in its abbreviated form as LEMC.

##### 2.0 DISTRICT

The LEMC shall operate within the local government boundaries of the Shire of Chittering.

##### 3.0 VISION

Our vision is for the Shire of Chittering to have an efficient and responsive emergency management.

##### 4.0 GUIDING PRINCIPLES

Nil

### 5.0 ESTABLISHMENT

The LEMC is established pursuant to Section 5.8 of the *Local Government Act 1995* and Section 38 of the *Emergency Management Act 2005*.

### 6.0 OBJECTIVES

To plan, administer and test the Local Emergency Management Arrangements.

To keep up to date the Contact details in the Local Emergency Management Arrangements.

Meet and Produce Post-incident reports.

Meet and Produce Post-exercise reports.

Produce an Annual report.

Produce and approve and Annual Business Plan.

The Committee will advise the local government all matters relating to Emergency Management.

Shall be in accordance with the *Emergency Management Act 2005, Section 39*.

*The functions of a local emergency management committee are, in relation to its district or the area for which it is established —*

- (a) to advise and assist the local government in ensuring that local emergency management arrangements are established for its district;*
- (b) to liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements; and*
- (c) to carry out other emergency management activities as directed by the SEMC or prescribed by the regulations.*

### 7.0 MEMBERSHIP

#### 7.1 Membership

Membership of the LEMC is representative of agencies, community groups, non-government organisations and expertise relevant to the identified community hazards and risks and emergency management arrangements.

<b>Chair:</b>	Councillors
<b>Deputy Chair:</b>	Deputy Councillor
<b>Executive Officer:</b>	Community Emergency Services Manager / Chief Bush Fire Control Officer

**Members:** SOC Local Recovery Coordinator  
SOC President  
St Johns Ambulance  
SOC Environmental Health Manager  
SOC Executive Manger Development Services  
SOC Deputy Chief Bush Fire Control Officers  
SOC Local Welfare Liaison Officer  
DCPFS Representative

DFES District Manager North East  
RAAF Defence Representative

## 7.2 Tenure of Membership

Shall be in accordance with the *Local Government Act 1995, section 5.11.*

## 8.0 ATTENDANCE BY GOVERNMENT AGENCIES

Department of Fire and Emergency Services  
Department of Child Protection and Family Services

## 9.0 DELEGATED AUTHORITY

Nil

## 10.0 COMMITTEE

### 10.1 Chairperson

Shire of Chittering Deputy Shire President

### 10.2 Secretary

A Shire staff officer will fulfil the role of Secretary (non-voting).

### 10.3 Standing Ex-Officio Members

Nil

## 11.0 MEETINGS

### 11.1 Annual General Meeting

Nil

### 11.2 Committee meetings

Meetings shall be held quarterly

### 11.3 Quorum

At least 50% of the members of the Committee.

### 11.4 Voting

Shall be in accordance with the *Local Government Act 1995, Section 5.21.*

- (1) *Each council member and each member of a committee who is present at a meeting of the council or committee is entitled to one vote.*
- (2) *Subject to section 5.67, each council member and each member of a committee to which a local government power or duty has been delegated who is present at a meeting of the council or committee is to vote.*
- (3) *If the votes of members present at a council or a committee meeting are equally divided, the person presiding is to cast a second vote.*
- (4) *If a member of a council or a committee specifically requests that there be recorded —*
  - (a) *his or her vote; or*
  - (b) *the vote of all members present,**on a matter voted on at a meeting of the council or the committee, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.*

(5) *A person who fails to comply with subsection (2) or (3) commits an offence.*

#### 11.5 Minutes

Shall be in accordance with the *Local Government Act 1995, Section 5.22(1)*.

(1) *The person presiding at a meeting is to ensure that minutes are kept of the meeting's proceedings.*

A copy of the unconfirmed minutes shall be forwarded to all LEMC members within fourteen (14) days of the meeting for endorsement at the next meeting.

LEMC recommendations arising from the minutes shall be presented to Council in the next available Council agenda for endorsement and/or action.

The person presiding at the meeting at which the minutes are confirmed is to sign the minutes and certify confirmation.

#### 11.6 Who acts if no presiding member?

In accordance with the provisions of the *Local Government Act 1995, Section 5.14*.

*If, in relation to the presiding member of a committee—  
the office of a presiding member and the office of deputy presiding member are vacant; or the presiding member and the deputy presiding member, if any, are not available or are unable or unwilling to perform the functions of the presiding member, then the committee members present at the meeting are to choose one of themselves to preside at the meeting.*

#### 11.7 Meetings

Meetings shall be open to the public pursuant to the *Local Government Act 1995, Section 5.23* and is not required to have questions from the public as there are no Council delegations.

#### 11.8 Working groups

The LEMC may appoint any of its members to a working group to carry out specific tasks. A working group will undertake only those duties specified by the committee.

#### 11.9 Power of the Council

Nothing herein contained shall restrict the powers of Council.

### PART 5 – COUNCIL REPRESENTATION ON EXTERNAL ORGANISATIONS

From time to time Council is requested to nominate a Council member to represent the Council on committees of external organisations. Sometimes the constitution of the external organisation requires Council to nominate a representative.

External organisations will be informed in writing of Council representatives. Where appropriate, the external organisations and the Council representative/s are to determine the extent of representation required e.g. attendance at meetings only when necessary, acting as a contact person etc.

Council has resolved to formally establish representation on the following external organisations with the membership as shown:

Association	Position	Membership	Meeting Frequency
Avon Midland Zone (WALGA)	Delegate	Shire President Cr Stephen Vallance	As required
	Deputy	Deputy Shire President Cr Gordon Houston	
Avon Regional Organisation of Councils (AROC)	Delegate	Shire President Cr Stephen Vallance	As required
	Deputy	Deputy Shire President Cr Gordon Houston	
Bindoon & Districts Agricultural Society	Delegate		As required
	Deputy		
Bindoon Community Progress Association	Delegate		Monthly
	Deputy		
Bindoon & Districts Historical Society	Delegate		As required
	Deputy		
Bindoon Primary School Board	Delegate		As required
Bindoon Sport and Recreation Association	Delegate		Monthly
	Deputy		
Chittering Chamber of Commerce	Delegate		As required
	Deputy		
Chittering Tourist Association	Delegate		Monthly
	Deputy		
Chittering Valley Land Conservation District Committee	Delegate		Monthly
	Deputy		
Chittering Valley Progress and Sporting Association	Delegate		As required
	Deputy		

Association	Position	Membership	Meeting Frequency
District Health Advisory Council (WA Country Health Service Wheatbelt)	Delegate		Bi-monthly
	Deputy		
Ellen Brockman Integrated Catchment Committee	Delegate		Bi-monthly
	Deputy		
Small Business Central Coastal	Delegate		As required
	Deputy		
Tenant Housing Group	Delegate		Quarterly
	Deputy		
The Livestock Centre Muchea Consultative Group	Delegate		As required
	Deputy		
Tronox Community Consultative Committee	Delegate		2-4 times per year
	Deputy		
Wannamal Community Centre Inc	Delegate		Monthly
	Deputy		
Wheatbelt Development Assessment Panel	Members	Cr Stephen Vallance Cr Gordon Houston	As required
	Alternate Members	Cr Don Gibson Cr Peter Osborn	
Wheatbelt North Regional Road Group	Delegate		As required
	Deputy		



6177 Great Northern Highway  
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[www.chittering.wa.gov.au](http://www.chittering.wa.gov.au)

Office hours: Monday to Friday  
8.30am - 4.30pm



# DFES Bushfire Risk Management Planning Overview to LG of Current Status of Project - November 2015



Mike Teraci – Superintendent EM & Hazard Planning

Giles De Brito – Project Manager, Bushfire Risk Management Planning Project

## Bushfire Risk Management Planning (Vision)

- Resilient WA communities that work together to build capacity and capability to mitigate and prepare for bushfire emergencies
- Continual development and implementation of effective, standardised bushfire risk management plans across WA
- The utilisation of bushfire risk management plans to minimise the impact of bushfires on local communities
- A shared responsibility to bushfire risk management that empowers stakeholders
- Continual improvement in bushfire risk management planning through the collation of valuable data and community wide engagement

## Bushfire Risk Management Planning (Background)

- BRMP aims to address (in full or in part) recommendations 15, 53, 38, 21 & 23 of 2011 Perth Hills Bushfire Review
- Westplan- Fire requires LG's to develop integrated BRMPs
- Some LG's do not have the capacity to develop BRMPs
- BRMP project established to develop framework (guidelines), BRMS (software solution), ongoing support & assessment of participation
- State Government provides direction and leadership for bushfire risk management and community preparedness

## Bushfire Risk Management Planning (Background)

- **2012**
  - Cabinet decision December 2012 (Keelty Review)
  - BRMP project established by DFES
  - Provision of initial funding
- **2013**
  - Analysis and review of existing WA and interstate BRMP models
  - SEMC consultation – 8 x regional workshops (DFES, DPaW & 46 x LG's)
  - OBRM developed Pilot Version of the BRMP guidelines/template
- **2014**
  - Pilot Program with 4 x LG's (Phase 1)
  - Development of the Bushfire Risk Management System (BRMS)
  - BRMP Pilot Report to Minister
  - Submission to Cabinet to fund BRMPs with identified priority LGs

## Bushfire Risk Management Planning (Current)

- 2015
  - Cabinet approved (9 February) \$4.01m to support low resourced LGs to develop BRMPs
  - Funding to 30 June 2016
  - Further cabinet submission required to extend funding
  - Current funding established BRMOs in 6 Regional + Metro locations
  - BRMOs employed under Public Sector Management Act
  - Recruitment of BRMOs undertaken & awaiting approval
  - Establish BRPC for LGs

## Bushfire Risk Management Planning (Benefits)

- Dedicated resources (BRMOs/BRPCs) to assist in managing bushfire risk
- Provision of a Bushfire Risk Management System(BRMS) to develop BRMPs
  - Mapping and risk components are used to identify assets, conduct risk assessments and schedule treatments
- Enables prioritisation of risk and associated treatments
- Increased visibility of Statewide risk
- Support for 2016/2017 Cabinet Submission (Phase 3)

# Planned Implementation

- 59 LGs identified as part of 3 year rollout

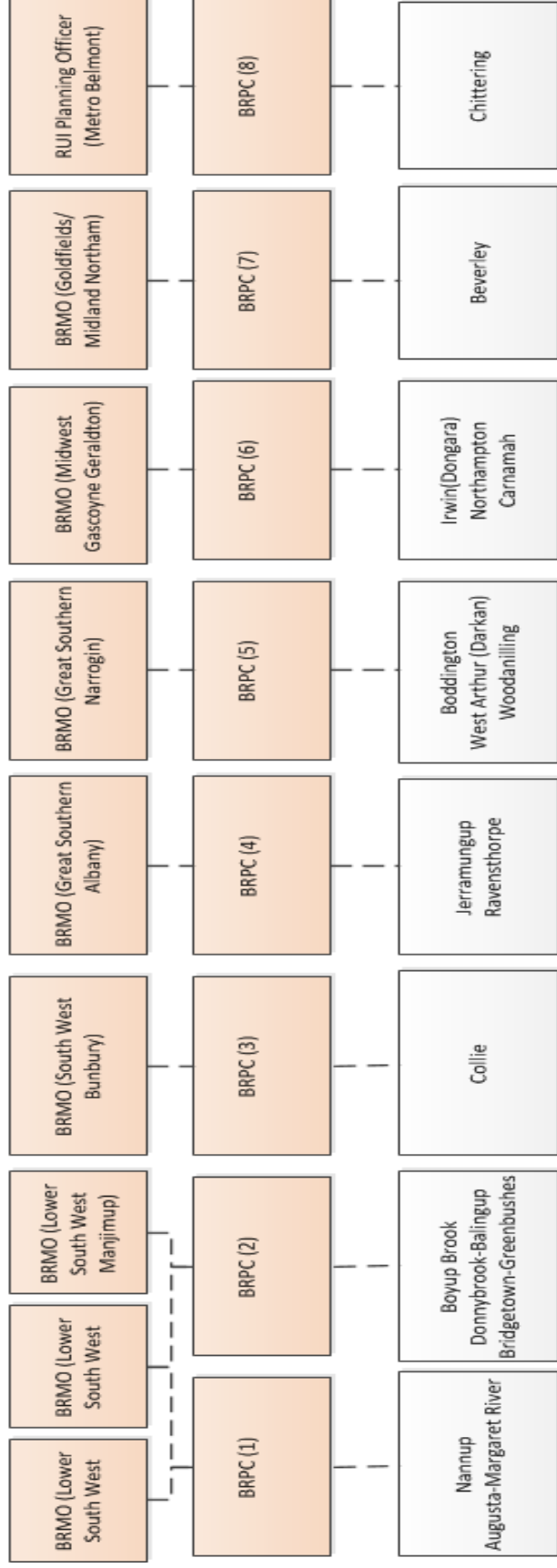
Year 1 (2015/16)		Optional LGs
DFES Region	Priority LGs	Optional LGs
	WALGA 1 LGs & Pilot LGs	Original Year 1 &/or WALGA 5 LGs
Lower South West	SHIRE OF NANNUP	CITY OF BUSSELTON
	SHIRE OF BOYUP BROOK	SHIRE OF MANJIMUP
	SHIRE OF DONNYBROOK-BALINGUP	
	SHIRE OF BRIDGETOWN-GREENBUSHES	
	SHIRE OF AUGUSTA-MARGARET RIVER	
South West	SHIRE OF COLLIE	CITY OF BUNBURY
		SHIRE OF CAPEL
		SHIRE OF DARDANUP
Great Southern	SHIRE OF JERRAMUNGUP	CITY OF ALBANY
	SHIRE OF BODDINGTON	SHIRE OF DENMARK
	SHIRE OF RAVENSTHORPE	SHIRE OF WAGIN**
	SHIRE OF WEST ARTHUR	
	SHIRE OF WOODANILLING	
Midwest Gascoyne	SHIRE OF IRWIN	SHIRE OF COOROW**
	SHIRE OF NORTHAMPTON	
	SHIRE OF CARNAMAH	
Goldfields/Midland	SHIRE OF BEVERLEY	SHIRE OF TOODYAY
		SHIRE OF YORK**
North East	SHIRE OF CHITTERING	CITY OF SWAN (Swan Mundaring)*
		CITY OF WANNEROO*
		SHIRE OF GINGIN
South Coastal		CITY OF MANDURAH*
		CITY OF COCKBURN (Cockburn Kwinana)*
		CITY OF ROCKINGHAM*
South East		SHIRE OF SERPENTINE-JARRAHDALE
		CITY OF ARMADALE (Arma Serp Jarr)*
		CITY OF GOSNELLS (Gosnells Canning)*
		SHIRE OF KALAMUNDA
		SHIRE OF MUNDARING

Year 2 (2016/17)		LGA
DFES Region	Any Optional LGs not covered in Year 1 and the following:	LGA
South West	SHIRE OF HARVEY	SHIRE OF MURRAY
	SHIRE OF WAROONA	SHIRE OF WAROONA
Great Southern	SHIRE OF PLANTAGENET	SHIRE OF PLANTAGENET
	SHIRE OF ESPERANCE	SHIRE OF ESPERANCE
Midwest Gascoyne	CITY OF GREATER GERALDTON	CITY OF GREATER GERALDTON
	SHIRE OF DANDARAGAN	SHIRE OF DANDARAGAN
Goldfields/Midland	SHIRE OF NORTHAM	SHIRE OF NORTHAM
South Coastal	TOWN OF KWINANA	TOWN OF KWINANA

Year 3 (2017/18)		LGA
DFES Region	Any Optional LGs not covered in Year 1 & 2 and the following:	LGA
Great Southern	SHIRE OF KATANNING	SHIRE OF KATANNING
	SHIRE OF NARROGIN	SHIRE OF NARROGIN
	TOWN OF NARROGIN	TOWN OF NARROGIN
	SHIRE OF BROOMEHILL-TAMBELLUP	SHIRE OF BROOMEHILL-TAMBELLUP
	SHIRE OF WILLIAMS	SHIRE OF WILLIAMS
Midwest Gascoyne	SHIRE OF CARNARVON	SHIRE OF CARNARVON
	SHIRE OF CHAPMAN VALLEY	SHIRE OF CHAPMAN VALLEY
	SHIRE OF SHARK BAY	SHIRE OF SHARK BAY
	SHIRE OF VICTORIA PLAINS	SHIRE OF VICTORIA PLAINS
	SHIRE OF MURCHISON	SHIRE OF MURCHISON
	SHIRE OF WONGAN-BALLIDU	SHIRE OF WONGAN-BALLIDU
Kimberley	SHIRE OF BROOME	SHIRE OF BROOME

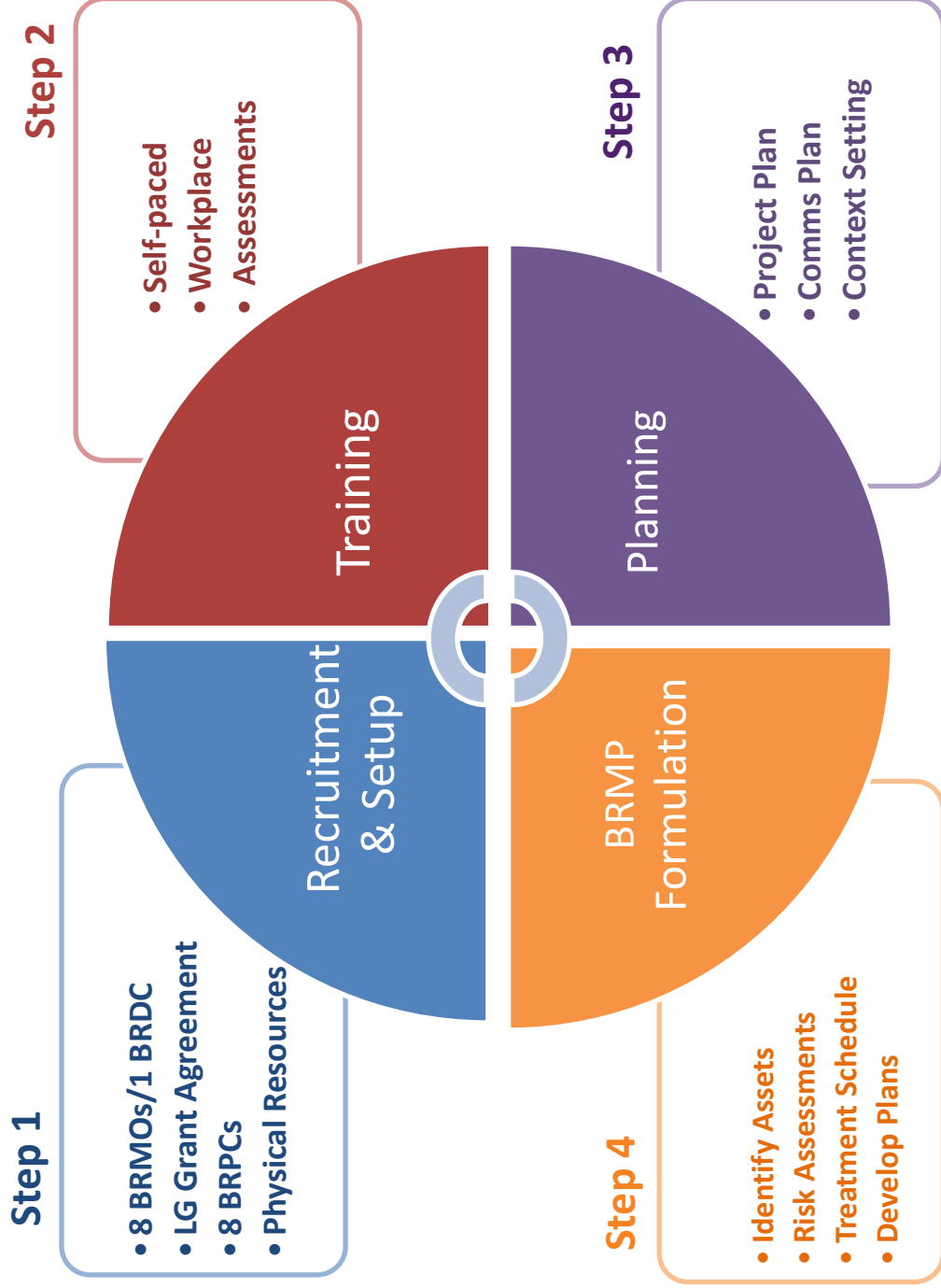
# 2015/2016 Rollout

- 16 Priority LGs that have high level of risk BUT lowest capacity to address the risk (WALGA Report: “Estimated cost for development *and implementation of ‘tenure blind’ bush fire risk management plans*”).
- Additional LGs can participate if they have capacity to develop and implement a BRMP using their own resources.





# Implementation Approach

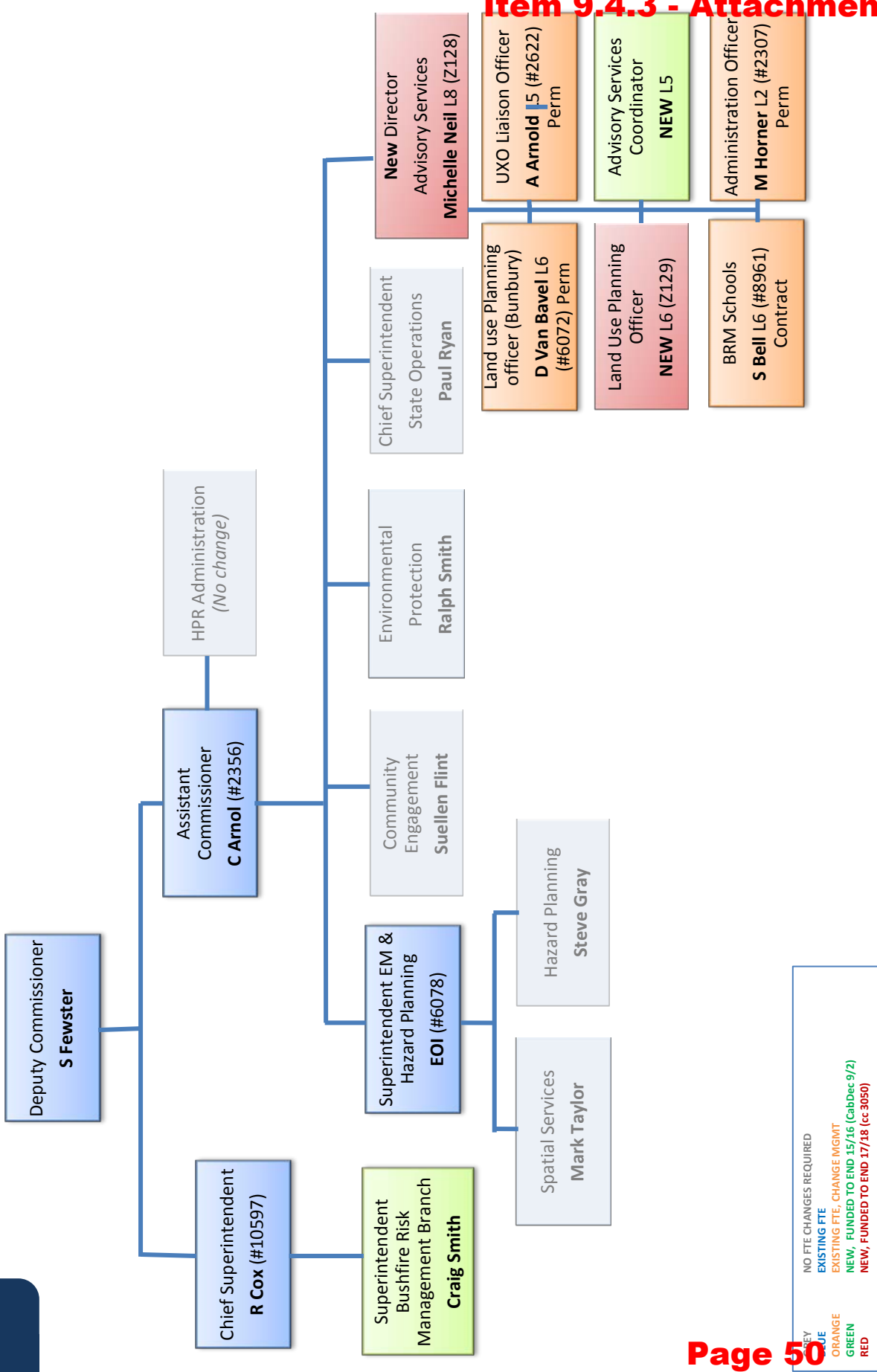


# Timeline

ID	Task Name	Start	Finish	Duration	2015												2016									
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb								
1	Recruitment of Bushfire Risk Management Officers	5/08/2015	19/10/2015	10w 4d	1/8	14/8	21/8	28/8	5/9	12/9	19/9	26/9	3/10	10/10	17/10	24/10	31/10	7/11	14/11	21/11	28/11	5/12	12/12	19/12	26/12	
2	Recruitment of Bushfire Risk Development Coordinator (EOI)	3/08/2015	25/08/2015	3w 2d																						
3	Recruitment of Bushfire Risk Development Coordinator (Contract)	17/07/2015	9/11/2015	16w 2d																						
4	Approval of LG Grant Agreement	20/07/2015	16/10/2015	13w																						
5	Recruitment of Bushfire Risk Planning Coordinators	19/10/2015	30/11/2015	6w 1d																						
6	Completion of BRMP TRK	10/06/2015	30/09/2015	16w 1d																						
7	BRMP Training to BRMOs	21/10/2015	26/10/2015	4d																						
8	Commence Bushfire Risk Management Plans	27/10/2015	27/10/2015	1d																						

- Priority LG BRMPs to be approved by local government council by 30 June 2016

# HAZARD PLANNING & RESPONSE PORTFOLIO



KEY  
 NO FTE CHANGES REQUIRED  
 EXISTING FTE  
 EXISTING FTE, CHANGE MGMT  
 NEW, FUNDED TO END 15/16 (CabDec 9/2)  
 NEW, FUNDED TO END 17/18 (cc 3050)  
 RED

# Advisory Service Branch Role

The Advisory Services Branch has been identified as a new business unit to assist DFES in providing effective and efficient professional all-hazards advice, with a primary focus on bushfire and land use planning referrals. The branch will be the liaison for external stakeholders requiring guidance and opinion on land use planning, all hazards policy and standards. This branch will be DFES' reform to meet its commitment under the land use planning initiative.

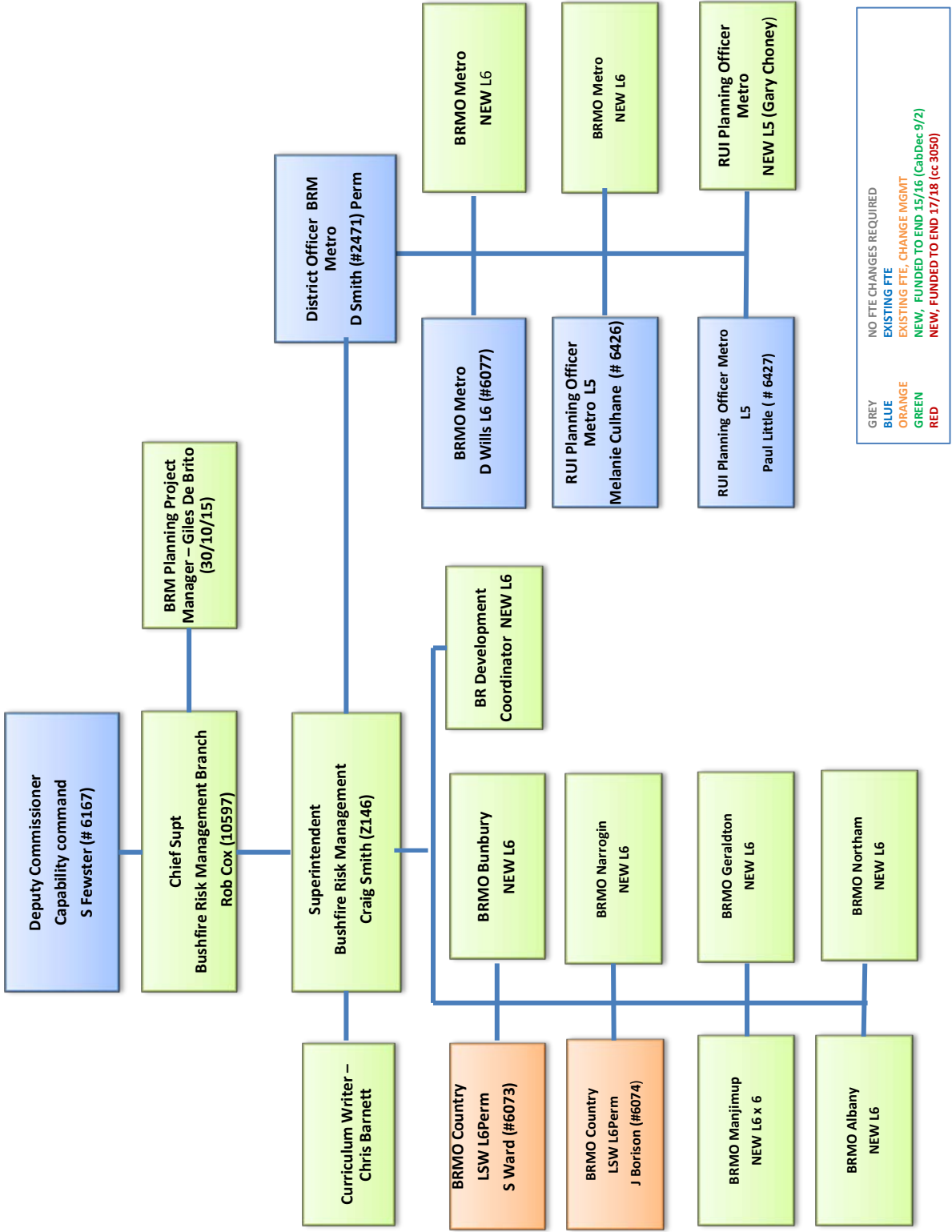
This new branch will not be directly involved in the implementation and monitoring of Plans but rather will be a liaison point for local governments, OBRM and other stakeholders; and the point of initial contact for requests for advice on bushfire policy, standards and guidelines as well as land use planning and building fire safety referrals.

## **Advisory Services also manage:**

UXO through specialist advice on land use planning applications and at fire incidents in at risk areas;

Risk mitigation assessments and advice at public schools through an MOU with Department of Education.

# HAZARD PLANNING & RESPONSE (New) DFES Bushfire Risk Management Branch



GREY NO FTE CHANGES REQUIRED  
 BLUE EXISTING FTE  
 ORANGE EXISTING FTE, CHANGE MGMT  
 GREEN NEW, FUNDED TO END 15/16 (CabDec 9/2)  
 RED NEW, FUNDED TO END 17/18 (cc 3050)

## Bushfire Risk Management Officers (BRMOs) Role

- Develops the bushfire risk management planning (BRMP) program into organisational processes & functions through the development of associated policies, procedures, tools and templates.
- Supports implementation of the BRM program throughout the participating local government areas.
- Provides risk management advice to DFES & local government to allow them to undertake and develop localised bushfire risk management plans.
- Coordinates the development and implementation of training for BRM program and the Bushfire Risk Management System (BRMS).
- Coordinates and delivers BRM training programs for DFES, State & local government personnel.
- Acts as a first point of contact for the BRMS, including coordinating & prioritising of information requests
- DFES fulltime position on a fixed contract ending on 30<sup>th</sup> June 2016 with the possibility of extension or permanency subject to further State & Federal grant funding approval.

# Bushfire Risk Planning Coordinator (BRPC) Role

- Facilitates the management of bushfire risk to the community, assets and infrastructure by coordinating the development and implementation Bushfire Risk Management Plans (BRMPs) across the participating local government areas through the use of the Bushfire Risk Management System (BRMS)
- Provides leadership and professional advice to local government, state agencies, industry and major stakeholders in the BRMP processes and policies and the use of the BRMS.
- Ensures delivery of services as specified in the formal agreement between DFES & the participating local governments.
- Consults with stakeholders to facilitate the planning, development, implementation and review of BRM Plans within the participating local government areas.
- Remain up to date with all BRMS training requirements set by DFES
- Attend to risk assessments for various assets and treatment priorities, monitor treatment progress, undertake post-treatment risk assessments and perform duties in collaboration with the DFES BRM Officer appointed to support the region.
- Investigate matters relevant to bushfire risk, in particular responsibilities for the management of bushfire risk and land tenure for bushfire risk areas.
- Complete reports on the status of the BRMP program to DFES including local government risk treatment programs.
- Local Government based & appointed fulltime position on a fixed contract ending on 30<sup>th</sup> June 2016 with the possibility of extension or permanency subject to further State & Federal grant funding approval.

## Bushfire Risk Development Coordinator Role

- Develops, coordinates, delivers and evaluates training programs to support Bushfire Risk Management Planning (BRMP) for DFES, State and local government personnel and selected community groups
- Acts as the first point of contact to provide risk management advise and liaises with BRMS users to provide application support
- Undertakes projects to embed the BRMP program, including the development of policies and procedures



## Next Steps – September to December 2015

- Finalise recruitment, appointment and training of BRMOs
- Consultation with participating DFES Regional & Metro Operational Staff
- BRMO resource requirements procured
- Placement of new BRMOs in regional & metro locations
- Renew consultation process with the initial 16 participating local governments in regard to BRPCs
- Review LG Grant Agreement and BRPC JDF with priority local governments
- Commence recruitment & appointment of BRPCs (via LGA)
- Schedule training sessions for BRPCs
- BRPC's resource requirements procured (via LGA)
- Placement of new BRPCs in regional LGA Offices
- Initiate development of BRM Plans

# Questions?

Thank you for your time





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**BUSHFIRE RISK MANAGEMENT PLANNING PROJECT  
GRANT AGREEMENT**

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November 2015

**THIS GRANT AGREEMENT is made on**

**BETWEEN:**

**The State of Western Australia acting through its Department of Fire and Emergency Services  
("Grantor")**

**And**

**The Local Government of Chittering  
(" 1<sup>st</sup> Organisation")** **A.B.N. (if applicable)**

**And**

**The Local Government of  
(" 2<sup>nd</sup> Organisation")** **A.B.N. (if applicable)**

**And**

**The Local Government of  
(" 3<sup>rd</sup> Organisation")** **A.B.N. (if applicable)**

**RECITALS**

The 1<sup>st</sup> , 2<sup>nd</sup> and 3<sup>rd</sup> Organisation have applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

**THE PARTIES AGREE as follows:**

**1. DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires:

**Agreement** means this Grant Agreement, including its recitals and any schedules or annexures (if any).

**Acquittal** occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

**Approved Purpose** means the purpose or purposes set out in item 1 of Schedule 1.

**Auditor** means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Organisation. Auditor must be registered as a company auditor or equivalent under a law in force in Western Australia.

**Auditor General** means the Auditor General for the State of Western Australia.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia.

**Grant Funds** means the amount or amounts specified in item 7 of Schedule 1.

**Organisation** means either the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Organisation or both as the context requires.

**Party** means each of the Grantor or the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Organisation as the context requires and **Parties** means all of them.

**Project** means the initiative or activities to be undertaken with the Grant Fund specified in item 2 of Schedule 1.

## 2. PAYMENT OF GRANT FUNDS

Subject to the terms and conditions of this Agreement, the Grantor will pay to the 1<sup>st</sup> Organisation the Grant Funds in accordance with the payment schedule specified in item 8 of Schedule 1.

## 3 OBLIGATIONS OF ORGANISATION

### 3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

### 3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

### 3.3 No Endorsement

The Organisation agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Organisation.

### 3.4 Acknowledgement of Grantor

The Organisation will acknowledge the Grantor in the manner set out in item 6 of Schedule 1.

### 3.5 Request for Information

(a) The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Grantor.

### 3.6 Accounts and Reporting

(a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.

(b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

**3.7 Special Conditions of Grant**

The Organisation agrees to comply with the special conditions (if any) specified in item 4 of Schedule 1.

**3.8 General Undertaking of Organisation**

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

**4. REPAYMENT AND RETENTION OF GRANT FUNDS**

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

**5. LIMITATION OF LIABILITY**

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

**6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006**

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.

- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

## **7. NOTICES**

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
  - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 5 of Schedule 1; or
  - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 5 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the third Business Day after posting; and
  - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

## **8. DEFAULT AND TERMINATION**

### **8.1 Event of Default by the Organisation**

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

### **8.2 Effect of Event of Default**

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied.

### **8.3 Recommencement of Grant Payment**

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

**8.4 Acquittal**

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

**9. GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of clause 9:
  - (i) “GST” means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
  - (ii) “GST Act” means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
  - (iii) the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
  - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
  - (ii) The Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement (“the Term”);
  - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
  - (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

**10. RELATIONSHIP**

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

**11. WAIVER**

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties.



- (b) A waiver by either party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

**12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

**13. VARIATION**

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

**14. DISPUTE RESOLUTION**

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

**Executed by the Parties hereto:**

**For and on behalf of the Grantor:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**For and on behalf of the 1<sup>st</sup> Organisation:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**For and on behalf of the 2<sup>nd</sup> Organisation:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**For and on behalf of the 3<sup>rd</sup> Organisation:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**SCHEDULE 1**

**DEFINITION OF PROJECT OR SERVICE TO BE FUNDED**

**1. Approved Purpose of Grant**

The Approved Purpose of the Grant is to enable the Organisation to purchase items and pay the salary of the Bushfire Risk Planning Coordinator (BRPC), as described in Annex A.

**2. Project Definition and/or Anticipated Activities**

The Bushfire Risk Management Planning (BRMP) project is the identification and classification of bushfire risk within the respective Local Government(s). The project involves the development of a treatment plan in respect of the identified risk(s), through the utilisation of shared resources and the cooperation between Local Governments, State Agencies and private landowners and occupiers.

Bushfire Risk Management Plans document the risk to communities from bushfire and outline the required treatments to reduce these risks. The Bushfire Risk Management System (BRMS) is a risk tool which will aid the prioritisation of treatment works to help lower the bushfire risk faced by the community and designate accountability for treatment. The BRMP project is the initiative and related activities that result in the development and implementation of Bushfire Risk Management Plans through the BRMS.

### Responsibilities of the Organisation(s)

- a) The Organisation(s) will deliver on the milestones of the BRMP Project as contained in the Milestones table (Annex B.)
- b) The Organisation(s) agree that the BRPC position will be employed under and administered by the Grantee, for the period covered by this Agreement.
- c) The Organisation(s) must cooperate fully with Grantor in respect of the administration of this Agreement.
- d) The Organisation(s) must properly provide for the care, safety, security and protection of all Records as defined herein, (whether created by Grantor, the Organisation(s) or any other person) that are in their custody or control.
- e) Unless the Grantor agrees otherwise in writing, the Organisation(s) must provide everything necessary to enable it to fully comply with all of its obligations under this Agreement.
- f) The Organisation(s) must take out and maintain insurance in relation to all insurable liabilities of the Organisation(s) under this Agreement, as specified in Schedule 1 of this Agreement.
- g) The Organisation(s) agree to use local or regional human resources, products and services for the BRMP Project wherever possible.

### Responsibilities of the Grantor

- a) The Grantor will provide strategic assistance and advice to the Organisation(s) concerning the development and implementation of Bushfire Risk Management Plans and the Bushfire Risk Management System (BRMS).
- b) The Grantor will provide templates, guidelines and the procedures necessary for the Organisation(s) to develop their BRMPs.
- c) The Grantor will provide technical expert advice and support through the Bushfire Risk Management Officer assigned to the Organisation(s).
- d) The Grantor will provide training to the BRPC in the use of BRMS.
- e) The Grantor will provide BRMS IT support.
- f) The Grantor will ensure that the licence for the use of BRMS remains in force, at its own cost, until 30 June 2016.

### Appointment of BRPC

The following conditions must be adhered to during the appointment of the BRPC:

- a) The selection process for the position of the BRPC will be managed by the Grantee in consultation with all parties to this Agreement.
- b) The Grantor will be entitled to nominate 1 representative to the selection panel.

- c) The BRPC will undertake the role as per the agreed Job Description Form (JDF) as set out at Annex C.
- d) The BRPC will be an employee of the Grantee and will be employed under the Local Government Industry Award until 30 June 2016.
- e) The Grantee will provide the equipment, as set out in Annex A, to the BRPC.
- f) The Grantee agrees to procure and maintain Workers Compensation insurance or comparable Personal Accident Insurance for the position of the BRPC.
- g) Although the Grantee will host the BRPC, the BRPC's time and equipment will be shared between the Organisations in this Agreement, where applicable, to ensure the success of the BRMP Project for all participants.

### Training

- a) The Grantor will provide the BRPC with the necessary BRMP and BRMS training, through self-paced and workplace delivery strategies.

### **3. Agreement Term**

This Agreement will apply from the date this Agreement is signed by all parties and will conclude on 30 June 2016.

### **4. Special Conditions of Grant**

#### Use of BRMS

- a) The Grantee will be obliged to ensure that the computer purchased for the BRPC has the minimum system requirements as set out at Annex D.
- b) BRMS accounts will be established by the System Administrator following successful completion of the identified training by the BRPC.
- c) All BRMS technical queries will be made to the Grantor through the Bushfire Risk Development Coordinator (BRDC).
- d) The performance of BRMS is dependent on the internet speeds of each Organisation.

#### BRMS and BRMP Material

- a) The BRMS logo and all BRMP materials including Guidelines, Handbook, training manuals and brochures will be provided by the Grantor to the Organisation(s) royalty-free to be used only as set out in this Agreement.
- b) The Grantor's ownership of the intellectual property rights in the materials must be acknowledged whenever the materials are published, copied or circulated.

- c) The Organisation(s) will provide the Grantor with public recognition on all literature and promotional material for the BRMP Project, in the format approved by the Grantor.
- d) The Organisation(s) may not amend the BRMP materials in any way.
- e) Should the Grantor amend the materials in any way then the Organisation(s) are obliged to ensure that they publish and/or circulate the most recent versions.
- f) The BRMP materials may not be used by the Organisation(s) for commercial gain.

### Unavailability of BRPC

Where the appointed BRPC is unavailable at any time during the scheduled performance of the key roles or tasks, the Grantee will promptly advise the Grantor and propose a substitute. Any substitute must be approved by the Grantor. The Grantor may not unreasonably withhold its approval of a substitute but it may give its approval subject to such conditions, as it reasonably considers necessary to protect its interests under this Agreement.

### Intellectual Property Rights

- a) The Intellectual Property Rights in the BRMS is owned by Amristar Solutions Pty Ltd and PAN Software Pty Ltd. The Organisation(s) acknowledge that the use of BRMS is subject to a licence agreement between the owners of the Intellectual Property Rights and the Grantor.
- b) Upon expiry of the licence agreement, the Organisation(s) shall no longer make use of the BRMS unless with written permission of both the owners of the Intellectual Property Rights and the Grantor.
- c) The obligations of the Organisation(s) under this clause are continuing obligations and survive expiration or termination of this Agreement.
- d) The Local Government(s) further acknowledge that the Intellectual Property Rights in the data supplied to them for the purposes of mapping are owned by the entities that provide these layers to the Local Government(s) and the terms of any agreement that the data provider may require must be adhered to. In addition the Confidentiality provisions of this Agreement will apply to the data.

### Confidentiality

- a) The Grantor may publicly disclose: (i) the identity of the Grantee; (ii) the value of this Agreement; and (iii) a description of the BRMP Project. The Organisation(s) acknowledge that this Agreement; and information held or compiled by the Grantor or the State of Western Australia in relation to this Agreement; are subject to the Freedom of Information Act 1992.
- b) In addition to the general definition of Confidential Information the following information is specified as confidential: all information and documentation provided by external parties for use in the BRMS that relates to critical infrastructure and/or threatened environmental areas and/or culturally sensitive areas and/or is specified by the external party as confidential.

- c) The Organisation(s) must keep all Confidential Information confidential. The Organisation(s) must not use or disclose the Confidential Information to any person except:
- (i) where necessary for the purpose of performing the BRMP Project; or
  - (ii) as authorised in writing by the Grantor or the external party, as the case may be; or
  - (iii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause by the Organisation(s)); or
  - (iv) as required by any law, judicial or parliamentary body or governmental agency; or
  - (v) when required (and only to the extent required) to the Organisation(s) professional advisers, and the Organisation(s) must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Organisation(s) under this clause.
- d) Except to the extent that the Organisation(s) are required by law to retain any Records, the Organisation(s) must return all Records containing Confidential Information immediately at the expiration or termination of this Agreement.

### Data Security

Organisation(s) must:

- a) prohibit and prevent any officer, employee, contractor or agent of the Organisation(s) who does not have the appropriate level of security clearance from gaining access to BRMS or the Confidential Information and without limiting this requirement, use reasonable endeavours to prevent any unauthorised person from gaining access to BRMS or the Confidential Information; and
- b) notify the Grantor immediately, and comply with all directions of the Grantor, if an Organisation becomes aware of any contravention of data security requirements.

### Access

- a) The Organisation(s) must keep accurate, complete and current written Records in respect of this Agreement and must comply with the directions of the Grantor in relation to the keeping of Records, whether those directions relate to the period before or after the expiry of this Agreement.
- b) The Organisation(s) must allow the Grantor to have reasonable access to all Records in the custody or control of the Organisation(s) and to examine, audit, copy and use these Records. For this purposes, subject to the Grantor giving reasonable prior notice, the Organisation(s) must allow the Grantor to have reasonable access to any premises used or occupied in connection with the BRMP project.
- c) The Organisation(s) must do everything necessary to obtain any third party consents, which are required to enable the Grantor to have access to Records under this clause.
- d) This clause survives expiration or termination of this Agreement.

- e) The Organisation(s) acknowledge that the Grantor will have access to all data on BRMS.
- f) An Organisation will not have access to any other Organisation's data unless shared assets and/or treatments warrant this requirement. Approval by the Organisation sharing the data must be provided to the respective Organisation and the Grantor so that the necessary BRMS access privileges can be granted.

### Indemnity

Each Organisation indemnifies the Grantor, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, without limitation, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:

- a) any breach of contract by an Organisation under this Agreement;
- b) any wilful, tortious or unlawful act or omission of an Organisation or all officers, employees, agents or contractors of an Organisation;
- c) any breach of a State, Commonwealth or Territory law relevant to this Agreement by an Organisation; or
- d) any claim for damages arising out of the BRMP project and/or risk treatments undertaken or not undertaken by an Organisation.

### Insurance

- a) The following insurance is required by the Organisation(s):

The Grantee: Workers Compensation insurance or comparable Personal Accident Insurance for the position of the BRPC for the duration of the employment contract.

The Organisation(s): Professional indemnity insurance and Public Liability insurance for the duration of this Agreement plus six months after termination.

- b) Each Organisation must provide the Grantor with sufficient evidence of the insurances required under this clause (including, if requested, a copy of any policy) and provide a certificate of currency of insurance, as requested by the Grantor at any time.
- c) If an Organisation(s) becomes aware of any event or incident occurring, which gives rise or is likely to give rise to a claim under any insurance required under this clause, it must as soon as reasonably practicable notify the Grantor in writing of that event or incident.
- d) Failure to comply with this clause will not invalidate or otherwise affect any indemnities, liabilities and releases of this Agreement.
- e) The obligations of the Organisation(s) under this clause are continuing obligations and survive expiration or termination of this Agreement for so long as the obligations of the Organisation(s) under this clause continue.
- f) Nothing in this clause limits an Organisation's other liabilities under this Agreement.

### Notices

Notices or other communication can be sent by email to the email address of the recipient as set out in item 5 of Schedule 1. The email will only be considered to have been received if:

- a) the sender receives a receipt notification;
- b) any text in the body of the email or the subject line will not form part of the notice;
- c) an attachment to an email will only form part of a notice if it is in .pdf format or such other format as may be agreed between the parties from time to time.

### Grant Funds

- a) The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this Agreement.

## **5. Notice Addresses**

- (a) Grantor : Wayne Gregson APM, Commissioner Fire and Emergency Services  
Registered Mail: Bushfire Risk Management Branch  
Cockburn Emergency Services Complex  
20 Stockton Bend, Cockburn Central WA 6164  
Facsimile:  
Email: [rob.cox@dfes.wa.gov.au](mailto:rob.cox@dfes.wa.gov.au)
- (b) Organisation: Shire of Chittering  
Registered Mail: PO Box 70, Bindoon, WA 6502  
Facsimile: (08) 9576 1250  
Email: [chatter@chittering.wa.gov.au](mailto:chatter@chittering.wa.gov.au)
- (c) Organisation:  
Registered Mail:  
Facsimile:  
Email:
- (d) Organisation:  
Registered Mail:  
Facsimile:  
Email:

## **6. Acknowledgement of Grantor**

Not applicable



**PAYMENT SCHEDULE**

**7. Total Amount of Grant Funds**

Grant Amount \$143,615  
GST \$14,361 (if not included in Grant Amount)

**8. Method of Payment**

Payment of the Grant Funds (inclusive of GST) will be made in the amounts detailed below and within ten (10) business days of the dates listed below:

PAYMENT DATE	AMOUNT TO BE PAID (\$)
Date the Agreement is signed by the Organisation(s)	\$157,976

Payment of the Grant Funds will be offered for the amount detailed above within seven (7) Business Days of the countersigned Agreement.

Payment will be made subsequent to receipt of a tax invoice from the Grantee.

**SCHEDULE 2**

**REPORTING REQUIREMENTS**

1. The Organisation(s) are to complete and present the following reports to their respective DFES Bushfire Risk Management Officer (BRMO) by the due date stated. In instances where the BRPC has not been recruited the BRMO will undertake the relevant tasks. Extension to the due dates must be provided by the Grantor as per Notice requirements and according to length of delay experienced. Extension approvals will be provided as follows:

<b>Length of delay (working days)</b>	<b>Approving Officer</b>
1 -10	BRMO
11+	Superintendent Bushfire Risk Management

The relevant reports are contained within the BRMP Guidelines (see templates).

<b>Report</b>	<b>Description</b>	<b>Due Date</b>
1	Project Plan	23 November 2015
2	Asset Risk Register	04 April 2016
3	Communication Strategy	25 April 2016
4	BRMP	29 June 2016
5	Treatment Schedule	30 June 2016

Acquittal Report

The Grant Funds must be acquitted within forty (40) Business Days of completing the reports in Schedule 2 (section 1) and Milestones in Annex B. The Grantor will provide the Grantee with an Acquittal Report template. The Grantee must provide the Grantor with a completed and signed Acquittal Report, which is to include:

- a) A final statement of income and expenditure consisting of:
  - i. an expenditure statement (exclusive of GST) signed by the Chief Executive Officer or Accountable Officer, detailing budgeted expenditure in accordance with the Approved Budget and actual expenditure on the BRMP Project described in the request;
  - ii. details of all cash and in-kind contributions received for the BRMP Project including those provided by the participating Organisation(s), if any, and any interest received in accordance with the Agreement; and
  - iii. Invoices, receipts and other relevant documentary evidence of expenditure, if no independent audit is made.
- b) Copies of any reports, studies, photographs, videos etc. produced as part of the BRMP Project.

2. Evaluation Arrangements

The Organisation(s) respective BRMO will validate the reports in Schedule 2, section 1. The Organisation(s) will submit the Milestone Report, as per Annex E, to their respective BRMO at each milestone due date, regardless of the milestone status.

The Organisation(s) will submit their draft BRMP to OBRM. The draft BRMP will be reviewed for consistency against the Guidelines and any feedback will be provided to the Organisation(s) in writing. Following completion of the review process OBRM will notify the Organisation(s) of consistency with the Guidelines. The Organisation(s) will be required to obtain internal approval of the BRMP in accordance with their own protocol.

3. Provide a Statement of Income and Expenditure related to this Agreement by 29 July 2016 as specified by the Grantor.
4. Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
5. Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
  - (a) not an officer or employee of the Organisation;
  - (b) registered as a company auditor or equivalent under a law in force in Western Australia; or
  - (c) a member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the National Institute of Accountants.

**ANNEX A**

**Approved Budget**

<b>ITEM</b>	<b>GRANT</b>
Salary/wages (incl Annual Leave/A-leave On-costs)	\$104,661
On Costs: Workers Compensation	\$4,647
Superannuation	\$13,167
Sanctioned Overtime	N/A
<b>ICT COST</b>	
Personal computer hardware	\$1,500
Mobile Phone	\$800
Telephone usage	\$2,563
<b>VEHICLE COSTS</b>	
Lease/service	\$14,350
Vehicle fuel	\$10,250
<b>Other</b>	
Furniture and Fittings	\$2,500
Travel allowance	\$1,538
Other (inc. plant & equipment)	\$2,000
<b>Grand Total (inc GST)</b>	<b>\$157,976</b>

**ANNEX B****Milestones**

The achievement of these milestones will be supported by the BRMP Guidelines, BRMP Handbook, BRMS User Guide and BRMP Training Resource Kit (TRK). In instances where the BRPC has not been recruited the BRMO will undertake the relevant tasks.

<b>Milestone</b>	<b>Description</b>	<b>Completion Date</b>
1	Establish BRMP context	23 November 2015
2	Complete Project Plan	23 November 2015
3	Define Planning Area(s) for respective LG	30 November 2015
4	Appointment of Bushfire Risk Planning Coordinator	30 November 2015
5	BRPC setup at host LG site	01 December 2015
6	BRPC successfully completes training as per BRMP TRK	08 December 2015
7	Identify relevant Assets in BRMS	04 April 2016
8	Complete Risk Assessments against associated Assets in BRMS	04 April 2016
9	BRMP lodged with OBRM for review	5 weeks prior to June Council meeting date
10	Complete Communications Strategy	25 April 2016
11	BRMP approved by relevant LG representatives	29 June 2016
12	Treatment Schedule finalised	30 June 2016
13	BRMP Grant Funds acquitted	26 August 2016

### ANNEX C

#### **Job Description Form for BRPC**

The Government of WA is implementing the Bushfire Risk Management Plan (BRMP) program and the Bushfire Risk Management System (BRMS) in at least 16 local governments. The Local Government of ..... and the Local Government of ..... have agreed to participate in this program.

The Local Government of ..... is hosting the employment of a contract Bushfire Risk Planning Coordinator position, however the successful applicant will be required to work across both Local Governments.

An opportunity exists for an enthusiastic and experienced person to become an integral part of two organisations and communities experiencing substantial growth. Applicants will have emergency management knowledge and an understanding of the roles and responsibilities of bushfire-related organisations.

This is a full time position on a fixed contract basis ending on 30 June 2016 with a possibility of extension or permanency. Regional travel will be required. A vehicle and mobile phone will be made available for use for the duration of the contract.

Interested candidates are requested to submit a completed application form, written application addressing the selection criteria in no more than 4 pages and current resume detailing experience relative to the position.

#### **Selection Criteria**

##### **ESSENTIAL**

1. Demonstrated experience and knowledge of emergency management and bushfire risk management, including understanding of the role of landholders and agencies in the management of bushfire risk.
2. Demonstrated conceptual, analytical and problem solving skills including understanding and experience in application of risk management principles.
3. Well-developed communication and interpersonal skills, with demonstrated ability to liaise, consult and negotiate effectively with a wide range of stakeholders, including senior government officers, industry and private landowners.
4. Proven ability to plan, prioritise and organise workloads to meet agreed timeframes. Experience in project management would be an advantage.
5. Possession of a current C Class Western Australian driver's licence as a minimum which must remain valid for the duration of employment.

**Position Description**

<b>1</b>	<b>TITLE</b>	Bushfire Risk Planning Coordinator
<b>2</b>	<b>LEVEL</b>	NA
<b>3</b>	<b>DEPARTMENT/UNIT</b>	Emergency Management
<b>4</b>	<b>POSITION OBJECTIVES</b>	
	<u>Objectives of Position</u> To develop Bushfire Risk Management Plans for the Local Government of ..... and the Local Government of ..... using the Bushfire Risk Management System (BRMS).	
<b>5</b>	<b>ORGANISATIONAL RELATIONSHIPS</b>	
	<u>Responsible to</u> <input type="checkbox"/> Manager Infrastructure	
<b>6</b>	<b>KEY DUTIES/RESPONSIBILITIES</b>	
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Facilitates the management of the risk of bushfires to the community, assets and infrastructure by coordinating the development and implementation of Bushfire Risk Management Plans (BRMPs) for the Local Governments of ..... and ..... through the use of the Bushfire Risk Management System (BRMS) software.</li> <li><input type="checkbox"/> Provides leadership and professional advice to local government, state agencies, industry and major landholders in the BRMP processes and policies and the use of BRMS.</li> <li><input type="checkbox"/> Develops and maintains professional relationships with stakeholders to ensure the delivery of services as specified in the Agreement between the Department of Fire and Emergency Services, the Local Government of ..... and the Local Government of .....</li> <li><input type="checkbox"/> Consults with stakeholders to facilitate the planning, development, implementation and review of BRMPs within the Local Governments of ..... and .....</li> <li><input type="checkbox"/> Remain up-to-date with all BRMS training requirements set by DFES.</li> <li><input type="checkbox"/> Attend to risk assessments for various assets and treatment priorities, monitor treatment progress, undertake post-treatment risk assessments and perform duties in collaboration with the DFES Bushfire Risk Management Officer appointed to support the region.</li> <li><input type="checkbox"/> Investigates matters relevant to bushfire risk, in particular landholders' responsibilities for management of the bushfire risk and the land tenure for bushfire risk areas.</li> <li><input type="checkbox"/> Complete reports on the status of the BRMP program to DFES including local government risk treatment programs.</li> <li><input type="checkbox"/> Completes the BRMP program milestone reports as and when due.</li> <li><input type="checkbox"/> Assists with managing the budget requirements relevant to the BRMP program.</li> <li><input type="checkbox"/> Provide information and advice on matters pertaining to the role.</li> <li><input type="checkbox"/> Represent the Local Governments at relevant Government, Industry and community forums or meetings.</li> <li><input type="checkbox"/> Represent Local Governments' interests in a clear concise and informative manner.</li> <li><input type="checkbox"/> Assist with operational policy development and the development of BRMS through constructive feedback.</li> </ul>	

**ANNEX D**

**Minimum System Requirements**

<b>Web Browser</b>	Internet Explorer 9 or greater
	Google Chrome “36.0.1985.143 m” or greater
	Firefox 31.0 or greater

Note: The recommendation is to have two screens; one for the BRMS Risk Management component and the other screen to display maps.



**ANNEX E**

**Milestone Report**

**BRMP MILESTONE REPORT**

**LOCAL GOVERNMENT NAME:**

**DATE:**

Role	Name	Contact Information
Bushfire Risk Planning Coordinator		E: P:
Bushfire Risk Management Officer		E: P:

Milestone	1	2	3	4	5	6	7	8	9	10	11	12	13
Percentage Complete													
Projected Completion Date													