

SUPPLEMENTARY BRIEFING PAPERS

Council Members' Agenda Briefing

6:00pm 08 July 2025
Council Chamber (Level 1), Civic Centre,
23 Dundobar Road, Wanneroo

wanneroo.wa.gov.au



Briefing Papers for Tuesday 8 July 2025

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Item 6 Late Reports

6.1 Financial Activity Statement for the Period Ended 31 May 2025

File Ref: 48056 – 25/222452
Responsible Officer: Director Corporate Strategy & Performance
Attachments: 5

Changes to Report and Additional Information Arising from Agenda Briefing

Any changes or additional information following Agenda Briefing will be shown here.

Issue

To consider the Financial Activity Statement for the period ended 31 May 2025.

Background

In accordance with *Local Government (Financial Management) Regulations 1996*, the Financial Activity Statement has been prepared in compliance with the following:

- Regulation 34(1) and (3) of the *Local Government (Financial Management) Regulations 1996*, which requires a local government to prepare a statement of financial activity each month, presented according to nature classification;
- Regulation 34(5) of the *Local Government (Financial Management) Regulations 1996*, which requires a local government to adopt a percentage or value, calculated in accordance with Australian Accounting Standards, to be used in statements of financial activity for reporting material variances. For the 2024/25 financial year 10% and a value greater than \$100,000 will be used for the reporting of variances, and
- Regulation 35 of the *Local Government (Financial Management) Regulations 1996*, which requires a local government to prepare a statement of financial position of the local government as at the last day of the previous month.

Detail

Financial Activity for the Period Ended 31 May 2025

At the Ordinary Council Meeting on 16 July 2024 (CS02-07/24), Council adopted the Annual Budget for the 2024/25 financial year and Mid-Year Review (**MYR**) adjustments were adopted on 25 February 2025 (CS03-02/25). The figures in this report are compared to the Revised Budget.

Overall Comments Year to Date (YTD)

Results from Operating Activities

There is an unfavourable variance to budget from Operating Activities of \$2.4m, incorporating non-cash adjustments of \$1.3m. The cash inflow variance to budget is unfavourable by \$1k mainly due to lower Operating Grants, Subsidies and Contributions of \$1.7m offset by higher than budget revenue from Rates of \$898k, Fees and Charges of \$496k and Interest Earnings of \$171k. The cash outflow variance to budget is unfavourable by \$3.7m mainly due to higher

than budget operating expenditure on Materials and Contracts of \$3.8m and Utility Charges of \$139k offset by lower Employee Costs of \$229k.

Results from Investing Activities

There is a favourable variance to budget from Investing Activities of \$17.1m, incorporating non-cash adjustments of \$26.8m. The cash inflow variance to budget is unfavourable by \$13.7m due to lower than budget inflows from Contributed Physical Assets of \$16.4m offset by higher Development Contribution Plans – Revenue of \$2.7m. The cash outflow variance to budget is favourable by \$4.0m due to lower outflows from Purchase & Construction of Infrastructure Assets of \$4.8m offset by higher outflows from Purchase of Property, Plant & Equipment of \$696k.

Results from Financing Activities

The overall amount attributable to Financing Activities is in line with the budget. The adjustments related to Transfers from Development Contribution Plans and Transfers to Development Contribution Plans effectively offset each other, resulting in no net impact on the overall financial position.

Capital Program

Year to date 31 May 2025, \$75.2m (excluding leased assets and contributed physical assets) was spent on various capital projects, of which \$20.2m was spent on Sports Facilities, \$17.0m was spent on Roads and \$13.1m was spent on Community Buildings. (Refer to **Attachment 4** for more details).

Description	YTD Actual \$m	YTD Revised Budget \$m	% Complete of YTD Revised Budget	Annual Revised Budget \$m	% Complete of Annual Revised Budget
Expenditure	75.2	79.3	94.8%	106.1	70.9%

Investment Portfolio Performance

Portfolio Value \$m	Monthly Weighted Return	Comments
558.4	4.72%	Portfolio balance has decreased by \$22.5m from April 2025. The monthly weighted return is 4.72% which is above the set benchmark (12 months UBS Australia Bank Bill Index) by 0.30%. (Refer to Attachment 3 for more details)

Comments relating to the Statement of Financial Activity (**SOFA**) are provided for the variances between YTD Actuals and Revised Budgets, where the variance is higher than the reporting threshold or an item of interest to Council.

CITY OF WANNEROO
STATEMENT OF FINANCIAL ACTIVITY BY NATURE
FOR THE PERIOD ENDED 31 MAY 2025

Description	Notes	Year To Date					Annual			
		Actual	Revised Budget	Variance			Adopted Budget	Revised Budget	Variance	
		\$	\$	\$	%	Key	\$	\$	\$	%
OPERATING ACTIVITIES										
Inflows										
Rates	1	164,382,734	163,484,253	898,481	1	↑	163,796,535	163,744,669	(51,866)	(0)
Operating Grants, Subsidies & Contributions	2	3,625,824	5,281,407	(1,655,583)	(31)	↓	7,108,391	12,837,951	5,729,560	45
Fees & Charges	3	52,866,750	52,371,219	495,531	1	↑	50,347,441	53,923,905	3,576,464	7
Interest Earnings	4	20,045,131	19,873,864	171,267	1	↑	20,356,597	21,338,143	981,546	5
Other Revenue		3,451,487	3,406,514	44,973	1	→	3,546,824	3,660,784	113,960	3
Profit on Asset Disposals		8,056,445	8,012,067	44,378	1	→	7,532,083	12,532,083	5,000,000	40
		252,428,371	252,429,324	(953)	0		252,687,871	268,037,535	15,349,664	6
Outflows										
Employee Costs	5	(88,152,975)	(88,381,997)	229,022	0	↑	(96,422,449)	(96,867,182)	(444,733)	(0)
Materials & Contracts	6	(84,788,654)	(80,999,636)	(3,789,018)	(5)	↓	(92,100,912)	(97,401,409)	(5,300,497)	(5)
Utility Charges	7	(9,964,538)	(9,825,186)	(139,352)	(1)	↓	(10,468,423)	(10,696,257)	(227,834)	(2)
Depreciation		(45,743,548)	(45,739,522)	(4,026)	0	→	(49,388,309)	(50,014,505)	(626,196)	(1)
Finance Costs		(3,795,591)	(3,797,534)	1,943	0	→	(4,150,877)	(4,142,060)	8,817	0
Insurance		(1,512,198)	(1,562,809)	50,611	3	→	(1,756,302)	(1,771,778)	(15,476)	(1)
Loss on Asset Disposals		(180,858)	(124,684)	(56,174)	(45)	→	(124,684)	(124,684)	0	0
		(234,138,362)	(230,431,368)	(3,706,994)	(2)		(254,411,956)	(261,017,875)	(6,605,919)	(3)
Non-Cash Amounts Excluded	NCA*(b)	39,170,168	37,852,139	1,318,028	4		41,980,910	37,607,107	(4,373,803)	(12)
Amount Attributable to Operating Activities		57,460,177	59,850,095	(2,389,918)	(4)		40,256,825	44,626,767	4,369,942	10
INVESTING ACTIVITIES										
Inflows										
Non Operating Grants, Subsidies & Contributions		25,908,922	25,908,922	0	0	→	20,557,984	34,556,750	13,998,766	41
Contributed Physical Assets	8	50,133,116	66,501,571	(16,368,455)	(25)	↓	45,000,000	70,000,000	25,000,000	36
Proceeds From Disposal Of Assets		8,926,913	8,926,913	0	0	→	7,812,500	13,111,184	5,298,684	40
Development Contribution Plans - Revenues	9	30,163,250	27,463,261	2,699,989	10	↓	29,372,196	35,385,249	6,013,053	17
		115,132,201	128,800,667	(13,668,466)	(11)		102,742,680	153,053,183	50,310,503	33
Outflows										
Purchase of Property, Plant & Equipment	10	(35,536,291)	(34,840,554)	(695,737)	(2)	↓	(38,624,185)	(54,673,278)	(16,049,093)	(29)
Purchase & Construction of Infrastructure Assets	11	(39,694,186)	(44,496,808)	4,802,622	11	↑	(38,453,433)	(51,383,461)	(12,930,028)	(25)
Development Contribution Plans - Expenses		(24,932,036)	(24,862,511)	(69,525)	(0)	→	(28,383,954)	(31,310,215)	(2,926,261)	(9)
		(100,162,513)	(104,199,873)	4,037,360	4		(105,461,572)	(137,366,954)	(31,905,382)	(23)
Non-Cash Amounts Excluded	NCA*(c)	(42,038,511)	(68,803,199)	26,764,688	39		(45,000,000)	(74,075,034)	(29,075,034)	(39)
Amount Attributable to Investing Activities		(27,068,823)	(44,202,405)	17,133,582	39		(47,718,892)	(58,388,805)	(10,669,913)	(18)
FINANCING ACTIVITIES										
Inflows										
Transfer from Unused Borrowings		5,581,531	5,581,531	0	0	→	5,540,192	5,581,531	41,339	1
Transfers from Reserves		40,397,447	40,397,447	0	0	→	42,452,305	60,017,336	17,565,031	41
Transfers from DCP's (not in Reserve)	12	25,308,632	24,259,178	1,049,454	4	↑	28,329,715	32,028,369	3,698,654	13
		71,287,610	70,238,156	1,049,454	0		76,322,212	97,627,236	21,305,024	28
Outflows										
Transfers to Reserves		(47,222,539)	(47,222,539)	0	0	→	(54,140,569)	(77,360,750)	(23,220,181)	(43)
Transfers to DCP's (not in Reserve)	12	(25,308,632)	(24,259,178)	(1,049,454)	4	↓	(28,329,715)	(24,259,178)	4,070,537	14
		(72,531,170)	(71,481,717)	(1,049,454)	2		(82,470,284)	(101,619,928)	(19,149,644)	(19)
Non-Cash Amounts Excluded		0	0	0	0		0	0	0	0
Amount Attributable to Financing Activities		(1,243,561)	(1,243,561)	0	0		(6,148,072)	(3,992,692)	2,155,380	54
MOVEMENT IN SURPLUS OR DEFICIT										
Surplus/(Deficit) at the Start of the Financial Year		22,901,793	22,901,793	(0)	0		14,464,811	22,901,793	8,436,982	37
Amount Attributable to Operating Activities		57,460,177	59,850,095	(2,389,918)	(4)		40,256,825	44,626,767	4,369,942	10
Amount Attributable to Investing Activities		(27,068,823)	(44,202,405)	17,133,582	39		(47,718,892)	(58,388,805)	(10,669,913)	(18)
Amount Attributable to Financing Activities		(1,243,561)	(1,243,561)	0	0		(6,148,072)	(3,992,692)	2,155,380	54
Surplus/(Deficit) after the Imposition of General Rates	NCA*(a)	52,049,586	37,305,923	14,743,664	40		854,672	5,147,063	4,292,391	83

NCA* = Net Current Assets (Attachment 1)

Key:

↑ = Favourable Variance greater than 10% and \$100,000

→ = Favourable or Unfavourable Variance less than 10% and \$100,000

↓ = Unfavourable Variance greater than 10% and \$100,000

Operating Activities

Note 1

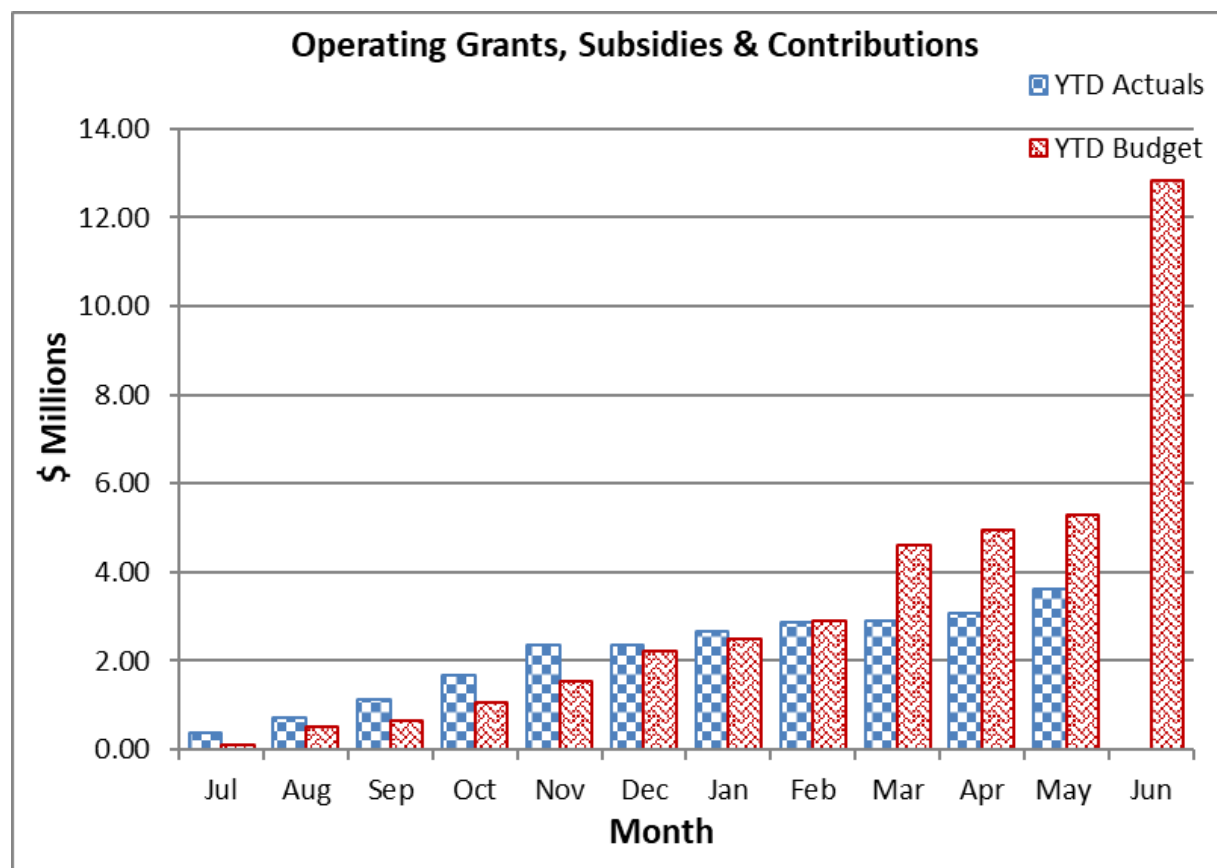
Rates (YTD - Actual \$164.4m, Revised Budget \$163.5m)

The variance is favourable by \$898k mainly due to higher residential interim rates of \$746k and higher interim rates from commercial properties of \$211k offset by lower interim rates from rural and mining properties of \$58k.

Note 2

Operating Grants, Subsidies & Contributions (YTD - Actual \$3.6m, Revised Budget \$5.3m)

The variance is unfavourable by \$1.7m. This is mainly due to lower than budget income from Mariginiup Bushfire Cleanup Grant of \$1.3m noting that lower materials and contract expenditure, which will correspond to lower grant income, delay in receipt of Department of Transport Grant for Beach Surveys and Contribution from Northern Beaches Alliance of \$178k, State Government Grant for Street Light Maintenance of \$102k and State Government Contribution of \$111k for the Street Sign and Street Furniture Maintenance.



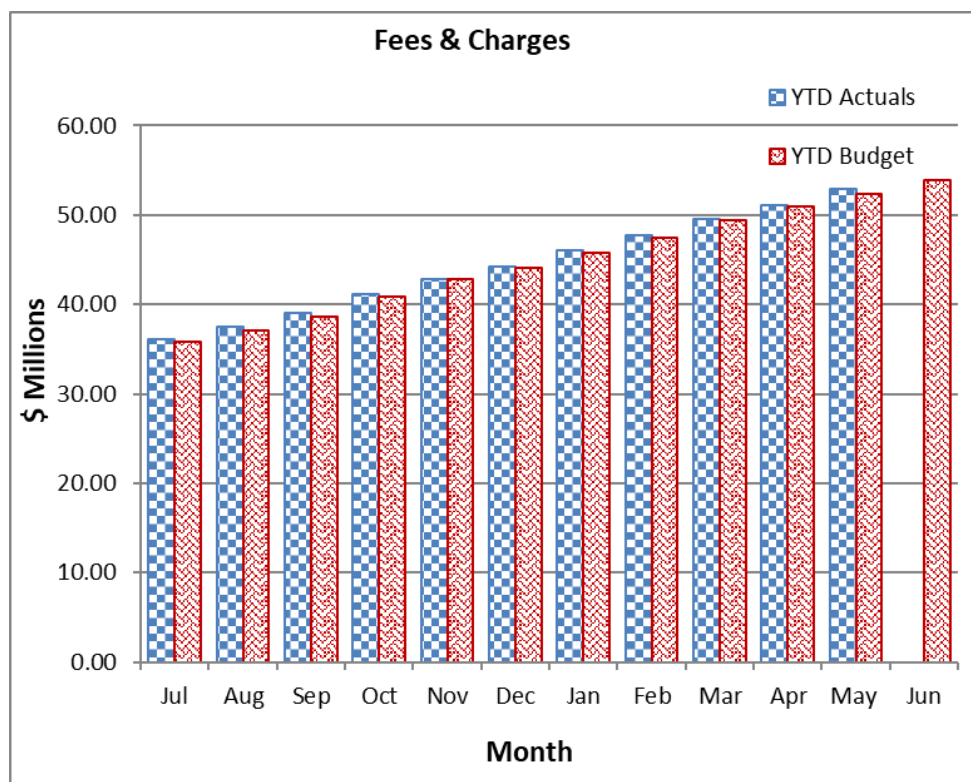
Note 3***Fees and Charges (YTD - Actual \$52.9m, Revised Budget \$52.4m)***

The favourable variance of \$495k is mainly due to:

- Favourable variance in Waste Service Fee of \$86k due to timing differences, noting that any surplus in Waste Services will be transferred to the Waste Management Reserve at the end of the financial year;
- Higher Inspection Fee income from Compliance Services of \$185k;
- Higher Service Fee Income mainly from Land Development Services of \$166k;
- Higher Search Fee Income of \$66k from Building Approval and Rates Services;
- Higher Other User Charges income from Libraries of \$41k;
- Higher Fees and Charges income from Community Facilities and Emergency Management Services of \$78k;
- Higher Application, License and Permit Fee Income of \$129k mainly from Building Approval Services;

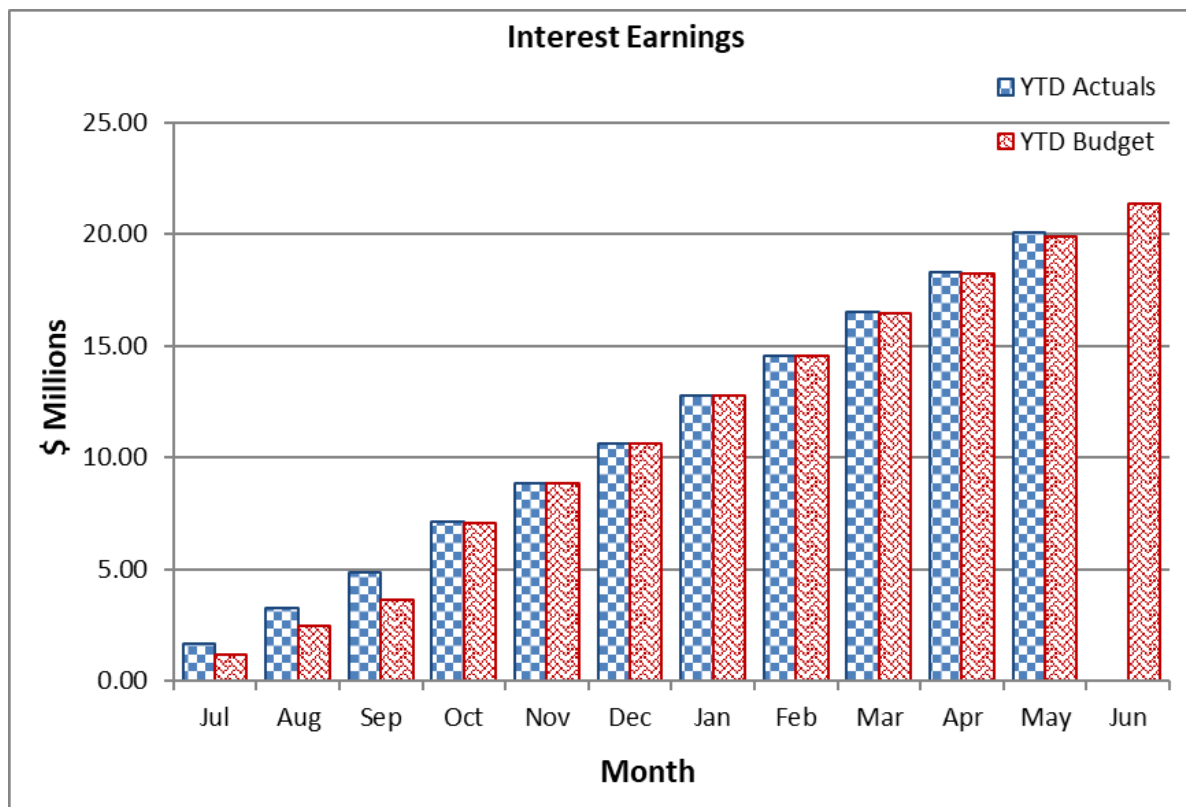
Offset by;

- Lower Engineering Supervision Income of \$175k;
- Lower Property Leases and Rental Income of \$75k.



Note 4***Interest Earnings (YTD - Actual \$20.0m, Revised Budget \$19.9m)***

The variance is favourable by \$171k due to higher interest earned from investments of \$135k and higher interest earnings from Unpaid Rates of \$36k.



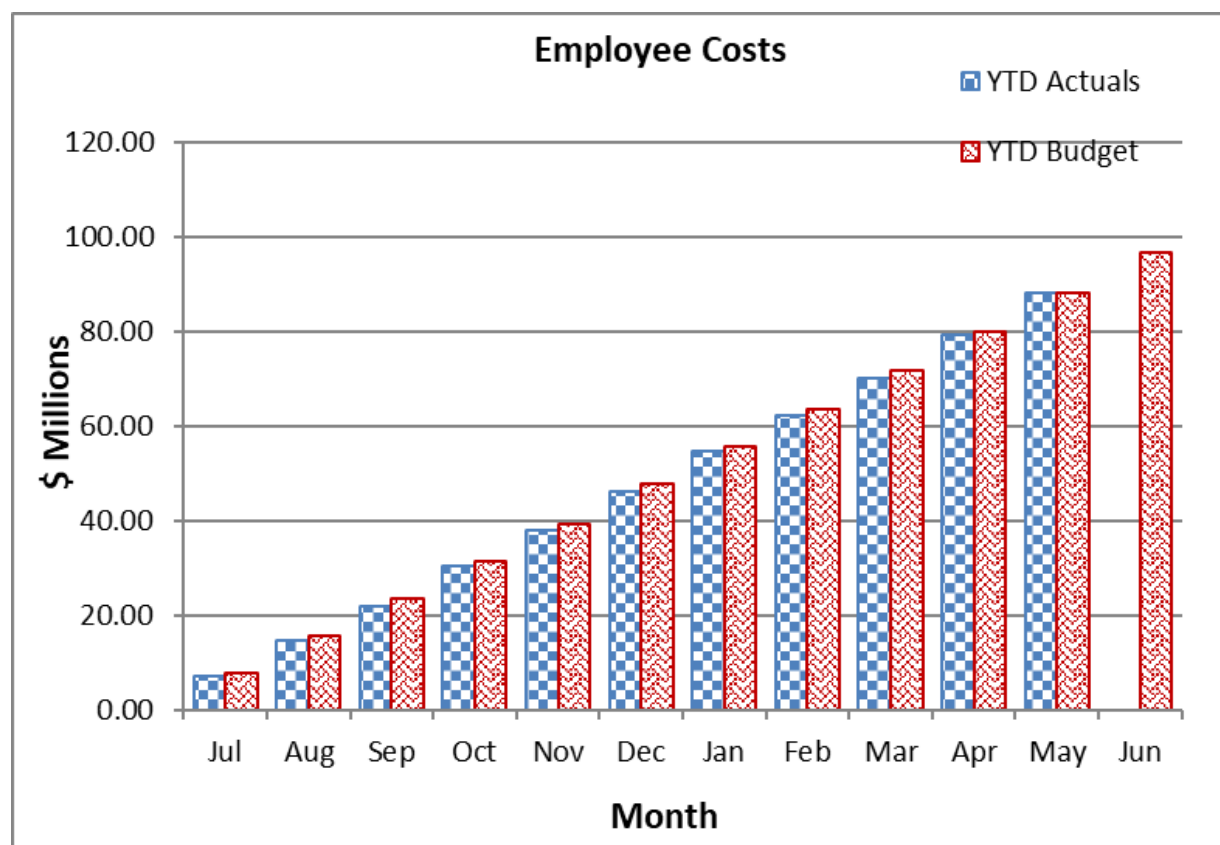
Note 5***Employee Costs (YTD - Actual \$88.2m, Revised Budget \$88.4m)***

The employee costs are below budget by \$229k, mainly due to:

- Lower spending on Training Courses, Travel Expenses and Conference & Seminars Fees expenses of \$169k due to delay in undertaking training;
- Lower Spending on Personal Protective Equipment of \$22k due to delay in receipt of actual orders;
- Lower employee cost recoveries from the Cost Allocations to Capital Projects and Project Administration of \$398k;

Offset by;

- Higher Overtime payments of \$201k from various business units.



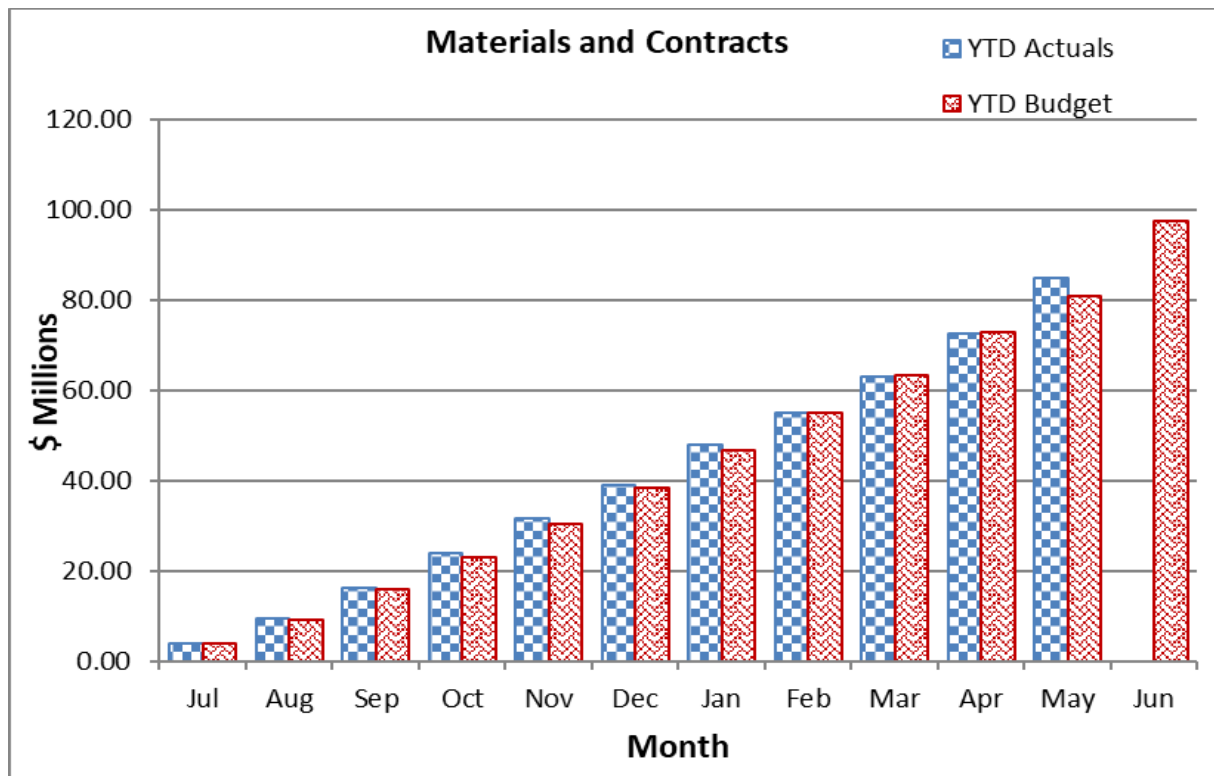
Note 6***Materials & Contracts (YTD - Actual \$84.8m, Revised Budget \$81.0m)***

The Materials & Contracts expenditure is higher than the budget by \$3.8m, mainly due to:

- Higher Contract expenses of \$4.2m mainly due to early settlement of various land acquisitions for roads;
- Higher Maintenance expenses of \$1.5m is mainly due to unanticipated site handovers from Land Development and completion of maintenance tasks, which were finished earlier than planned;
- Higher Legal Fee Expenses due to various unforeseen legal matters of \$182k;
- Higher Crossover Reimbursement Expenses of \$40k;

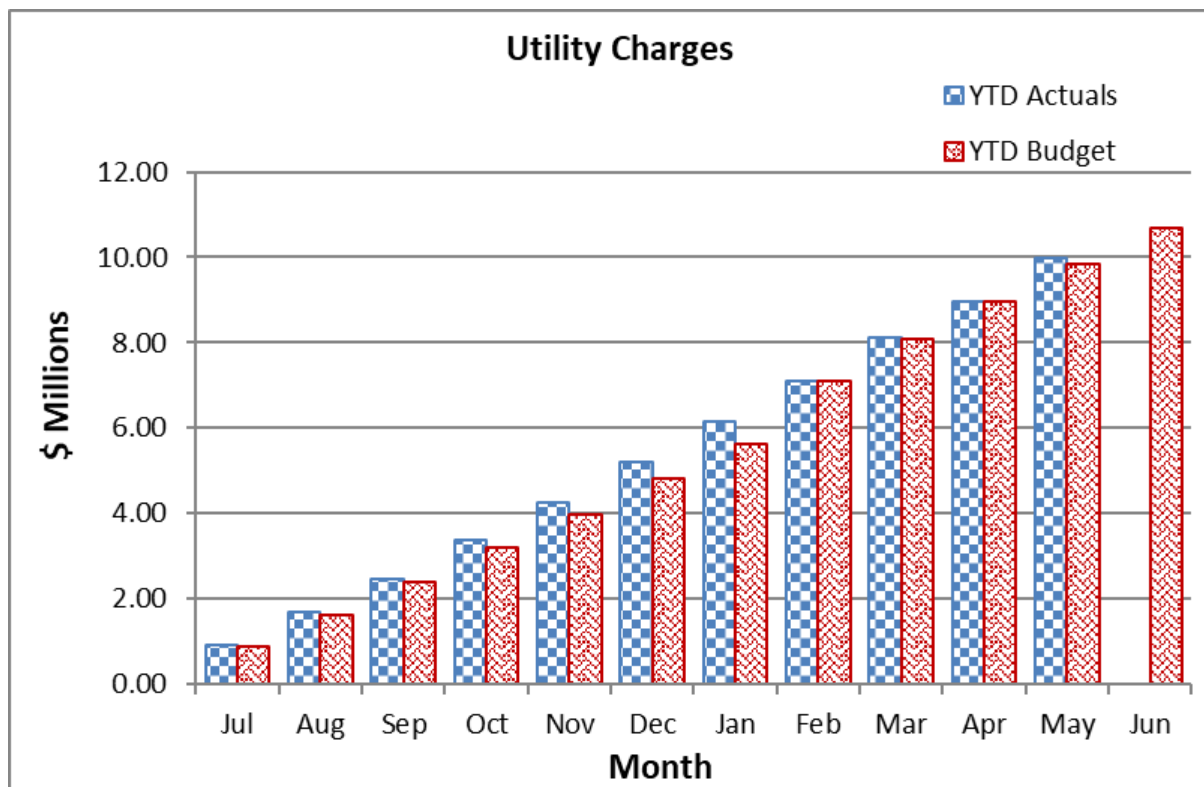
Offset by;

- Lower Consulting Fee expenses of \$304k due to a delay in actual work being completed, of which \$31k associated with non recurrent operating projects will be carried forward to next financial year;
- Lower General Material Expenses of \$632k of which \$122k is due to a delay in mulching of Wanneroo Road, which is now scheduled for 2025-26 financial year and remaining balance is due to underspend in material expenses;
- Lower Software Maintenance, Support & Licence Expenses of \$623k is partially due to timing of the Software subscription payments and partially due to underspend. Forecasted underspent as at 30 June 2025 is \$240k due to timing of actual Software purchases;
- Lower Publication and Book Expenses of \$210k due to delay in receipting the books ordered for Dordaak Kepup Library, anticipated to be receipted in June 2025;
- Lower Refuse removal expenses of \$205k due to reduced tonnages for domestic general waste removal expenses;
- Lower Fuel expenses of \$210k mainly due to lower fuel consumption from Emergency Vehicles.



Note 7**Utility Charges (YTD - Actual \$10.0m, Revised Budget \$9.8m)**

The Utility Charges are above budget by \$139k, mainly due to higher electricity expenses of \$189k related to higher street lighting costs due to higher than anticipated road handovers by developers, partially offset by lower water consumption expenses of \$40k due to timing of actual billing.



Investing Activities**Note 8*****Contributed Physical Assets (YTD - Actual \$50.1m, Revised Budget \$66.5m)***

The Contributed Physical Assets are lower than budget by \$16.4m due to timing differences of Developer Contributions of Infrastructure Assets. Contributed Assets are non cash contributions, therefore no impact to the final surplus or deficit of SOFA.

Note 9***Development Contribution Plans – Revenue (YTD - Actual \$30.2m, Revised Budget \$27.5m)***

The higher inflow of \$2.7m from Developer Contribution Plans is due to timing differences of revenue realisation due to earlier than anticipated development activities.

Note 10***Purchase of Property, Plant and Equipment (YTD - Actual \$35.5m, Revised Budget \$34.8m)***

The higher outflow of \$696k from the Purchase of Property, Plant and Equipment is due to the timing of actual expenditure.

Note 11***Purchase & Construction of Infrastructure Assets (YTD - Actual \$39.7m, Revised Budget \$44.5m)***

The lower outflow of \$4.8m in the Purchase and Construction of Infrastructure Assets is due to the timing of actual expenditure.

Financing Activities**Note 12*****Transfers from DCP's (Not in Reserve) and Transfer to DCP's (Not in Reserve) (YTD - Actual \$25.3m, Revised Budget \$24.3m)***

The higher inflow adjustment from DCPs and the higher outflows to DCPs of \$1.0m is due to higher than budget operating activities within the Cells. These are adjustments between Developer Contributions Restricted Cash and Income, which is offset by the adjustment between Developer Contribution expenses and the Liability.

Statement of Financial Position (Attachment 2)

CITY OF WANNEROO
STATEMENT OF FINANCIAL POSITION
AS AT 31 MAY 2025

Description	Notes	30 June 2024	31 May 2025	Movement	
		Actual	Actual	\$	%
		\$	\$		
Current Assets & Liabilities					
Current Assets		559,032,609	598,119,002	39,086,393	7
Current Liabilities		(114,000,708)	(116,433,601)	(2,432,893)	(2)
	1	445,031,901	481,685,401	36,653,500	8
Non-Current Assets & Liabilities					
Non Current Assets	2	3,030,104,717	3,100,591,451	70,486,734	2
Non Current Liabilities	3	(201,693,076)	(239,049,556)	(37,356,480)	(19)
		2,828,411,641	2,861,541,895	33,130,254	1
NET ASSETS		3,273,443,542	3,343,227,296	69,783,754	2
TOTAL EQUITY		3,273,443,542	3,343,227,296	69,783,754	2

Note 1 - Net Current Assets

Compared to the closing position on 30 June 2024, Net Current Assets have increased by \$36.7m, predominately due to the levying of 2024/25 Rates and Waste Service Fees in July 2024.

Within the Current Assets, Current Receivables of \$24.4m are mainly comprised of Rates and Waste Service Fees debtors of \$12.1m and Emergency Services Levy of \$1.6m. The remaining balance is attributed to General Debtors of \$10.7m.

Note 2 - Non-Current Assets

Non-Current Assets as at 31 May 2025 have increased by \$70.5m from 30 June 2024 closing balance, due to increase in Infrastructure Assets and Property, Plant & Equipment offset by the decrease in Investments in Associates and decrease in Non-Current Receivables.

Note 3 - Non-Current Liabilities

Non-Current Liabilities as at 31 May 2025 have increased by \$37.4m from 30 June 2024 closing balance, mainly due to an increase in Deferred Revenue from Developer Contribution Plans and Unspent Grant Liabilities associated with Capital Projects.

Financial Performance Indicators

The table below presents data on relevant financial ratios, comparing the minimum standard expected as per the Department of Local Government, Sport & Cultural Industries (**DLGSC**) as at 31 May 2025 and at the same period of the last year.

A green highlight is used where the minimum standard is met or exceeded. A red highlight is used where the minimum standard is not met.

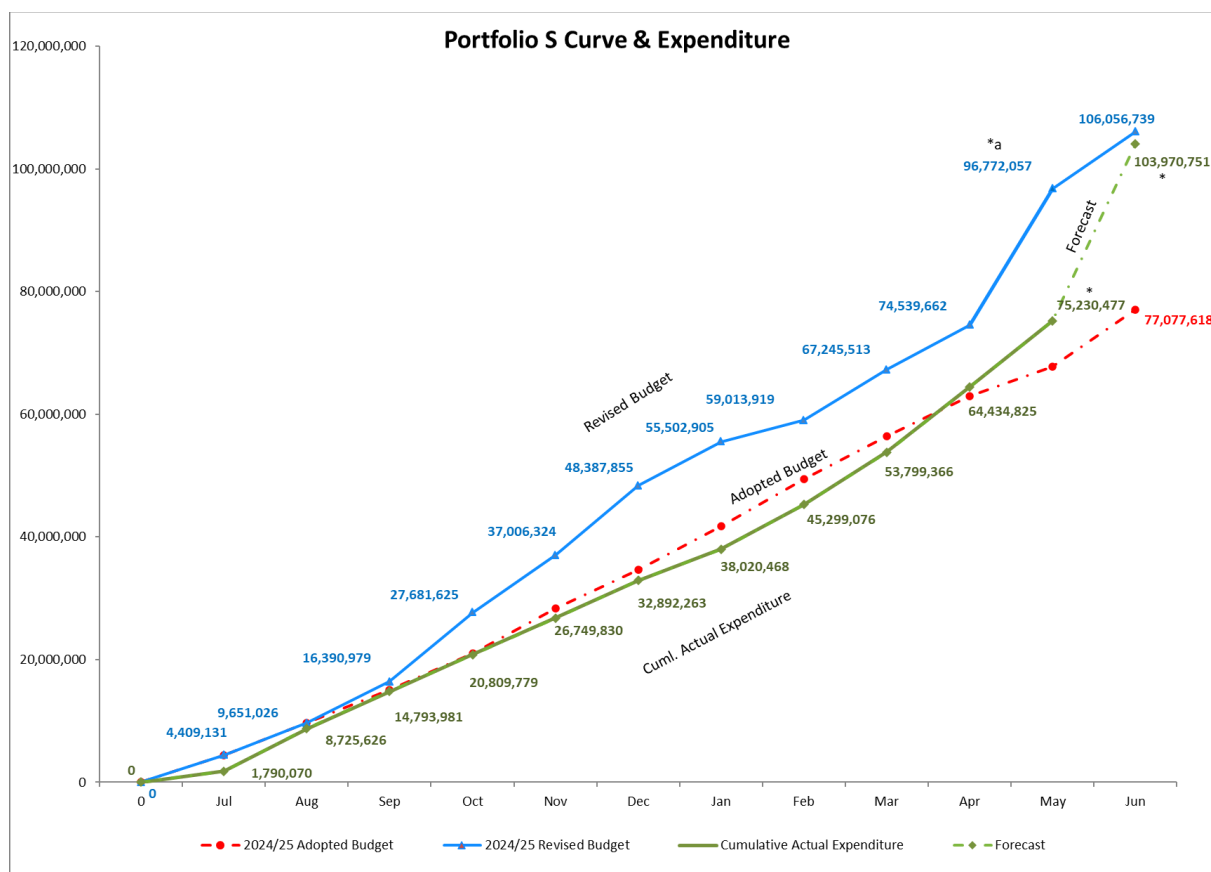
Details	DLGSCI Minimum Standard	As at 31/05/2025	As at 31/05/2024	Current Year to Date -Minimum Standard Met
Current Ratio				
The ability to meet short term financial obligations from unrestricted current assets.				
Current Assets - Restricted Current Assets (RCA)	=>1.00:1	1.08:1	1.25:1	YES
Current Liabilities (CL) - CL Associated with RCA				
Debt Service Cover Ratio				
The ability to produce enough cash to cover debt payments.				
Operating Surplus before Interest & Depreciation	=>2.00:1	18.57:1	21.35:1	YES
Principle & Interest Repayments				
Net Financial Liabilities Ratio				
The level of financial debt to operating revenue.				
Net Financial Liabilities	=<0.30:1	-0.97:1	-1.14:1	YES
Operating Revenue				
Operating Surplus Ratio				
The ability to cover operational costs and have revenues available for capital funding or other purposes.				
Operating Revenue - Operating Expense	=>0.01:1	0.09:1	0.11:1	YES
Own Source Operating Revenue				

Capital Works Program

The status of the Capital Works Program is summarised by Sub-Program in the table below:

Sub-Program	No. of Projects	Current Month Actual \$	YTD Actual \$	Revised Budget \$	% Spend
Community Buildings	19	3,137,386	13,102,276	16,246,665	80.6%
Community Safety	7	35,015	409,398	444,881	92.0%
Conservation Reserves	5	16,603	343,152	813,529	42.2%
Corporate Buildings	7	16,225	507,723	925,943	54.8%
Environmental Offset	4	4,128	376,330	535,179	70.3%
Fleet Management - Corporate	8	91,462	2,063,447	2,327,120	88.7%
Foreshore Management	8	83,088	688,275	3,704,586	18.6%
Golf Courses	4	47,645	284,149	661,261	43.0%
Investment Projects	14	142,965	1,304,067	3,497,379	37.3%
IT Equipment and Software	15	469,801	3,672,421	5,239,661	70.1%
Parks Furniture	16	1,284,209	3,683,729	4,912,895	75.0%
Parks Rehabilitation	2	48,208	960,849	1,636,520	58.7%
Passive Park Development	7	174,104	1,755,342	2,035,312	86.2%
Pathways and Trails	11	689,614	3,643,168	4,432,351	82.2%
Roads	13	715,114	17,048,466	17,205,969	99.1%
Sports Facilities	40	2,476,301	20,245,091	35,018,060	57.8%
Stormwater Drainage	5	342	166,059	303,378	54.7%
Street Landscaping	1	-	-	50,000	0.0%
Traffic Treatments	22	1,088,363	4,208,034	5,015,550	83.9%
Waste Management	5	275,079	768,500	1,050,500	73.2%
Grand Total	213	10,795,652	75,230,477	106,056,739	70.9%

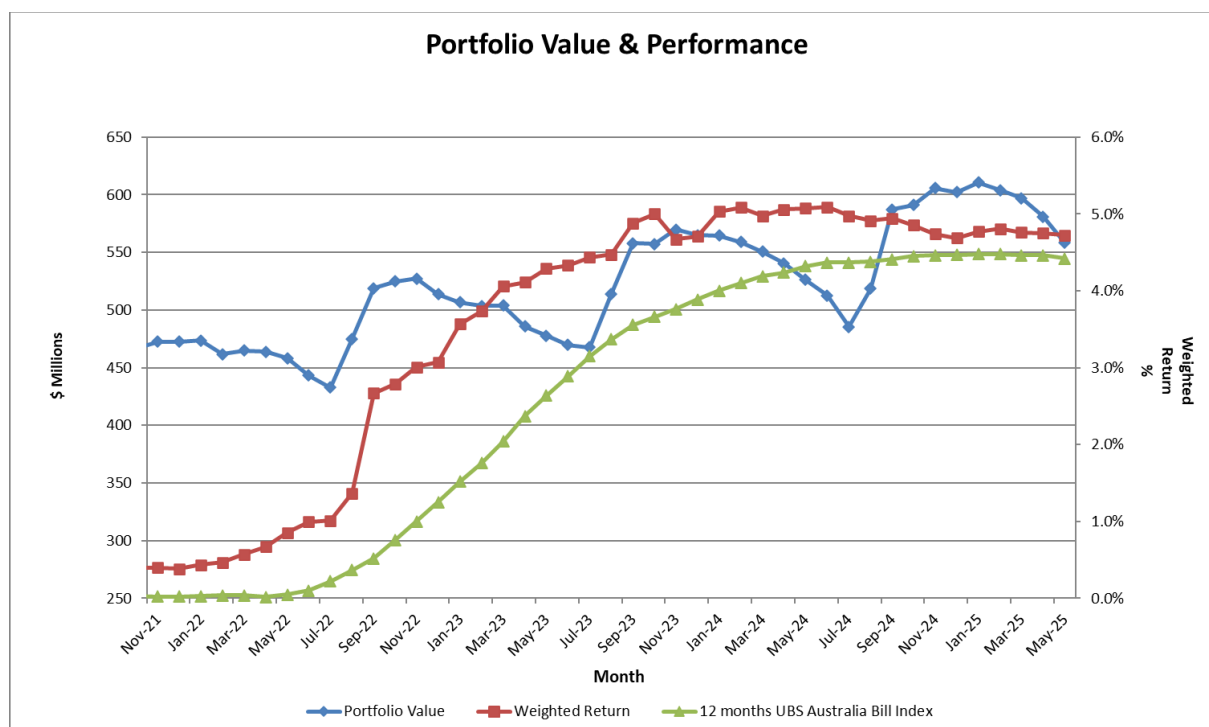
As at 31 May 2025, the City incurred \$75.2m of capital expenditure, which represents 70.9% of the \$106.1m Revised Capital Works Budget. Whilst the City is making good progress with the Capital Works Program, as of 23 June 2025 Capital Expenditure commitments are recorded at \$98.6m, however it should be noted that this amount also relates in part to future financial periods.



To further expand on the Capital Works Program information above, updates in key capital projects are selected to be specifically reported on and is provided in the Top Capital Projects attachment to this report (**Attachment 4**).

Investment Portfolio (Attachment 3)

In accordance with the *Local Government (Financial Management) Regulations 1996* (and per the City's Investment Policy), the City invests solely in Authorised Deposit taking Institutions (**ADI's**):



At the end of May 2025, the City held an investment portfolio (cash & cash equivalents) of \$558.4m (Face Value), equating to \$572.8m inclusive of accrued interest. The City's year to date investment portfolio return has exceeded the UBS Australia Bank Bill rate index benchmark by 0.30% pa (4.72% pa vs. 4.42% pa).

Consultation

This document has been prepared in consultation with relevant Officers.

Comment

This report has incorporated recent amendments to the *Local Government (Financial Management) Regulations 1996*, which require local governments to prepare monthly Statement of Financial Activity with variance analysis, and the Statement of Comprehensive Income by Nature is no longer required.

The Regulations also require the preparation of Net Current Asset Notes (**Attachment 1**) to complement the Statement of Financial Activity.

In reference to Statement of Financial Activity in the report, the following key is used to identify variances:

- ↑ = Favourable Variance greater than 10% and \$100,000
- → = Favourable or Unfavourable Variance less than 10% and \$100,000
- ↓ = Unfavourable Variance greater than 10% and \$100,000

Statutory Compliance

This Monthly Financial Activity Statement complies with Regulations 34 and 35 of the *Local Government (Financial Management) Regulations 1996*.

Strategic Implications

The proposal aligns with the following objective within the Strategic Community Plan 2021 – 2031:

7 ~ A well governed and managed City that makes informed decisions, provides strong community leadership and valued customer focused services

7.1 - Clear direction and decision making

Risk Appetite Statement

In pursuit of strategic objective goal 7, we will accept a Medium level of risk as the City balances the capacity of the community to fund services through robust cost-benefit analysis and pursues evidence-based decision making to be effective stewards of the Council and City for future generations.

Risk Management Considerations

Risk Title	Risk Rating
CO-017 Financial Management	High
Accountability	Action Planning Option
Director Corporate Strategy & Performance	Manage

The above risk relating to the issue contained within this report has been identified and considered within the City's Corporate risk register. Action plans have been developed to manage this risk to support existing management systems.

Local Jobs

The City is prepared to accept a high level of financial risk provided that the City implements a risk management strategy to manage any risk exposure.

Strategic Growth

The City will accept a moderate level of financial risk for facilitating industry development and growth.

Any strategic objective including ongoing planning, funding and capital investment to develop infrastructure strategic assets carries financial risks.

Policy Implications

The following policies are relevant for this report:

- Accounting Policy;
- Investment Policy;
- Financial Cash Back Reserve Policy; and
- Strategic Budget Policy.

Financial Implications

As outlined in the report and detailed in **Attachments 1 to 5**.

Voting Requirements

Simple Majority

Recommendation

That Council:-

1. **RECEIVES** the Financial Activity Statement and commentaries on variances to Budget for the period ended 31 May 2025 consisting of:
 - a) **May 2025 Financial Activity Statement;**
 - b) **May 2025 Net Current Assets Position; and**
 - c) **May 2025 Material Financial Variance Notes.**

Attachments:

1	Attachment 1 - Net Current Assets May 2025	25/228388
2	Attachment 2 - Statement of Financial Position May 2025	25/228389
3	Attachment 3 - Investment Report May 2025	25/228390
4	Attachment 4 - Top Projects May 2025	25/228391
5	Attachment 5 - Reserve Balances May 2025	25/228392

NET CURRENT ASSETS

Attachment 1

(a) Composition of Net Current Asset Position as at 31 May 2025

Description	30-June-2024 Actual \$	31-May-2025 Actual \$	30 June 2025	30 June 2025
			Adopted Budget \$	Revised Budget \$
Current Assets				
Cash - Unrestricted	37,778,118	109,167,295	20,444,730	20,444,730
Cash - Restricted	6,081	111,627,615	29,825,343	29,825,343
Term Deposits	488,000,000	352,441,739	401,396,670	401,396,670
Receivables	32,825,635	24,383,684	4,956,323	4,956,323
Inventories	422,775	498,668	431,231	431,231
	559,032,609	598,119,002	457,054,297	457,054,297
Less: Current Liabilities				
Trade and Other Payables	(58,948,106)	(68,917,904)	(21,127,801)	(21,127,801)
Contract Liabilities	(32,705,786)	(23,992,666)	(23,250,000)	(23,250,000)
Lease Liabilities	(178,871)	(237,257)	(719,905)	(719,904)
Provisions	(22,167,945)	(23,285,774)	(20,500,750)	(20,500,750)
	(114,000,708)	(116,433,601)	(65,598,456)	(65,598,455)
Net Current Asset Position	445,031,901	481,685,401	391,455,841	391,455,842
Less - Total Adjustments to net current assets (refer to Table (d) below)	(422,130,108)	(429,635,814)	(390,601,169)	(386,308,779)
Net current assets used in the Financial Activity Statement	22,901,793	52,049,586	854,672	5,147,063

EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS & SOFA SURPLUS/(DEFICIT)

Items Excluded From Calculation Of Budgeted Deficiency

When calculating the Budget and Actual Deficiency for the purpose of Section 6.2 (2)(c) of the Local Government Act 1995 the following amounts have been excluded as provided by Local Government (Financial Management) Regulation 32 which will not fund the Budgeted and Actual expenditure.

(b) Non-Cash Amounts Excluded From Operating Activities

The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Statement of Financial Activity, in accordance with Financial Management Regulation 32.

Adjustments:	30-June-2024 Actual \$	31-May-2025 Actual \$	30 June 2025	30 June 2025
			Adopted Budget \$	Revised Budget \$
Less:				
- Profit on Asset Disposals	(7,808,549)	(8,056,445)	(7,532,083)	(12,532,083)
Add:				
- Loss on Asset Disposals	478,073	180,858	124,684	124,684
- Depreciation	49,247,379	45,743,548	49,388,309	50,014,505
- Pensioner Deferred Rates Emergency Service Levv	(364,642)	358,166	0	0
- Employee Provisions	(120,316)	611,410	0	0
- Movement in Contract Assets & Liabilities	0	256,738	0	0
- Inventory	1,398,585	75,893	0	0
	42,830,531	39,170,168	41,980,910	37,607,107

(c) Non-Cash Amounts Excluded From Investing Activities

The following non-cash revenue or expenditure has been excluded from amounts attributable to investing activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.

Adjustments:	30-June-2024 Actual \$	31-May-2025 Actual \$	30 June 2025	30 June 2025
			Adopted Budget \$	Revised Budget \$
Non-Cash Contributions of Assets	(26,154,871)	(50,133,116)	(45,000,000)	(70,000,000)
Movement in Unspent Capital Grants associated with Restricted Cash	(4,031,859)	(20,638,653)	0	0
Movement in Contract Assets & Liabilities	9,822,758	28,733,258	0	(4,075,034)
	(20,363,972)	(42,038,511)	(45,000,000)	(74,075,034)

(d) Current Assets & Liabilities Excluded From Budgeted Deficiency

Adjustments:	30-June-2024 Actual \$	31-May-2025 Actual \$	30 June 2025	30 June 2025
			Adopted Budget \$	Revised Budget \$
Current assets restricted to trading undertaking	(466,515,532)	(464,069,354)	(431,222,013)	(426,929,623)
Accrued Development Contribution Plans Income	(648,800)	(4,656,163)	0	0
Add:				
- Current portion of lease liabilities	178,872	237,257	36,197	36,197
- Current portion of contract liability held in reserve	24,196,322	17,674,550	23,250,000	23,250,000
- Current portion of unspent capital grants held in reserve	6,269,463	6,269,463	0	0
- Current portion of employee benefit provisions held in reserve	14,389,566	14,908,433	17,334,647	17,334,647
	(422,130,108)	(429,635,814)	(390,601,169)	(386,308,779)

Attachment 2

CITY OF WANNEROO
STATEMENT OF FINANCIAL POSITION
AS AT 31 MAY 2025

Description	30/06/2024 Actual \$	31/05/2025 Actual \$
Current Assets		
Cash & Cash Equivalents	37,784,199	37,980,695
Trade & Other Receivables	32,825,635	24,383,684
Other Financial Assets	488,000,000	535,255,955
Inventories	422,775	498,668
	559,032,609	598,119,002
Non Current Assets		
Trade & Other Receivables	4,851,359	4,493,193
Inventories	16,631,189	16,631,189
Investments in Associates	33,837,020	25,824,953
Property, Plant & Equipment	543,748,387	566,448,902
Infrastructure Assets	2,430,517,845	2,486,577,782
Right to Use Assets	518,917	615,432
	3,030,104,717	3,100,591,451
Total Assets	3,589,137,326	3,698,710,453
Current Liabilities		
Trade & Other Payables	58,948,106	68,917,904
Other Liabilities	32,705,786	23,992,666
Lease Liabilities	178,871	237,257
Employee Related Provisions	22,167,945	23,285,774
	114,000,708	116,433,601
Non Current Liabilities		
Other Liabilities	115,651,142	152,873,866
Lease Liabilities	358,091	400,037
Borrowings	74,334,488	74,334,488
Employee Related Provisions	1,548,609	1,640,419
Other Provisions	9,800,746	9,800,746
	201,693,076	239,049,556
Total Liabilities	315,693,784	355,483,157
NET ASSETS	3,273,443,542	3,343,227,296
Equity		
Reserve Accounts	345,616,648	352,441,739
Retained Surplus	1,275,127,099	1,338,085,763
Revaluation Surplus	1,652,699,795	1,652,699,794
TOTAL EQUITY	3,273,443,542	3,343,227,296

INVESTMENT SUMMARY - As At 31 May 2025										
Face Value \$	Interest Rate %	INSTITUTE	Rating	Maturity Date	Purchase price	Deposit Date	Deposit Category	Current Value \$	YTD Accrued Interest \$	Accrued Interest LTD
Current Account Invest										
23,132,800.00	0.25	Commonwealth Bank of Australia Perth	A1	N/A		N/A	Call Deposit	23,132,800.00		
23,132,800.00	0.25%							23,132,800.00		
Term Investment Group										
3,255,954.89	4.14	Australia & New Zealand Bank	A1	05-June-2025	3,255,954.89	05-May-2025	Term Deposit	3,265,556.83	9,601.94	9,601.94
15,000,000.00	5.27	Westpac Banking Corporation	A1	13-June-2025	15,000,000.00	13-June-2024	Term Deposit	15,762,345.21	725,527.40	762,345.21
15,000,000.00	5.44	Westpac Banking Corporation	A1	17-July-2025	15,000,000.00	17-July-2024	Term Deposit	15,710,926.03	710,926.03	710,926.03
10,000,000.00	5.10	National Australia Bank	A1	08-August-2025	10,000,000.00	09-August-2024	Term Deposit	10,412,191.78	412,191.78	412,191.78
10,000,000.00	5.05	Westpac Banking Corporation	A1	09-August-2025	10,000,000.00	09-August-2024	Term Deposit	10,408,150.68	408,150.68	408,150.68
40,000,000.00	4.86	National Australia Bank	A1	22-August-2025	40,000,000.00	23-August-2024	Term Deposit	41,496,613.70	1,496,613.70	1,496,613.70
80,000,000.00	4.90	National Australia Bank	A1	08-September-2025	80,000,000.00	06-September-2024	Term Deposit	82,867,506.85	2,867,506.85	2,867,506.85
15,000,000.00	4.96	Westpac Banking Corporation	A1	09-June-2025	15,000,000.00	09-September-2024	Term Deposit	15,538,126.03	538,126.03	538,126.03
15,000,000.00	4.95	Westpac Banking Corporation	A1	09-July-2025	15,000,000.00	09-September-2024	Term Deposit	15,537,041.10	537,041.10	537,041.10
20,000,000.00	5.12	Westpac Banking Corporation	A1	11-December-2025	20,000,000.00	11-December-2024	Term Deposit	20,479,736.99	479,736.99	479,736.99
10,000,000.00	4.90	Westpac Banking Corporation	A1	11-September-2025	10,000,000.00	11-September-2024	Term Deposit	10,351,726.03	351,726.03	351,726.03
50,000,000.00	4.90	Westpac Banking Corporation	A1	24-September-2025	50,000,000.00	24-September-2024	Term Deposit	51,671,369.86	1,671,369.86	1,671,369.86
20,000,000.00	4.90	Westpac Banking Corporation	A1	30-September-2025	20,000,000.00	30-September-2024	Term Deposit	20,652,438.36	652,438.36	652,438.36
25,000,000.00	4.96	Suncorp	A-1+	10-October-2025	25,000,000.00	10-October-2024	Term Deposit	25,791,561.64	791,561.64	791,561.64
25,000,000.00	5.00	Suncorp	A-1+	13-November-2025	25,000,000.00	17-January-2025	Term Deposit	25,458,904.11	458,904.11	458,904.11
25,000,000.00	5.00	Suncorp	A-1+	13-November-2025	25,000,000.00	17-January-2025	Term Deposit	25,458,904.11	458,904.11	458,904.11
13,000,000.00	5.01	Westpac Banking Corporation	A1	17-November-2025	13,000,000.00	17-January-2025	Term Deposit	13,239,107.40	239,107.40	239,107.40
25,000,000.00	5.00	Suncorp	A-1+	16-December-2025	25,000,000.00	20-January-2025	Term Deposit	25,448,630.14	448,630.14	448,630.14
15,000,000.00	4.89	Suncorp	A-1+	29-January-2026	15,000,000.00	29-January-2025	Term Deposit	15,245,169.86	245,169.86	245,169.86
20,000,000.00	4.82	Westpac Banking Corporation	A1	23-February-2026	20,000,000.00	23-February-2025	Term Deposit	20,256,186.30	256,186.30	256,186.30
15,000,000.00	4.71	Westpac Banking Corporation	A1	10-March-2026	15,000,000.00	10-March-2025	Term Deposit	15,158,720.55	158,720.55	158,720.55
25,000,000.00	4.75	Suncorp	A-1+	26-March-2026	25,000,000.00	26-March-2025	Term Deposit	25,214,726.03	214,726.03	214,726.03
30,000,000.00	4.72	Suncorp	A-1+	02-April-2026	30,000,000.00	02-April-2025	Term Deposit	30,228,887.67	228,887.67	228,887.67
6,000,000.00	4.50	Suncorp	A-1+	08-April-2026	6,000,000.00	08-April-2025	Term Deposit	6,039,205.48	39,205.48	39,205.48
8,000,000.00	4.34	Westpac Banking Corporation	A1	09-May-2026	8,000,000.00	09-May-2025	Term Deposit	8,020,927.12	20,927.12	20,927.12
535,255,954.89	4.92%							549,714,659.85	14,421,887.15	14,458,704.96
	Weighted Return									
558,388,754.89	4.72%	Totals						572,847,459.85	14,421,887.15	14,458,704.96
4.42%	12 month UBS Australia Bank Bill Index for 31 May 2025									
0.30%	Differential between Council's Weighted Return and UBS Australia Bank Bill Index									

Notes: Face Value - refers to the principal amount invested.

Interest Rate - refers to the annual interest rate applicable to the investment.

Borrower - refers to the institution through which the City's monies are invested.

Rating - refers to the Standard & Poor Short Term Rating of the Borrower which, per Council Policy, must be a minimum of A2.

Current Value - refers to the accumulated value of the investment including accrued interest from time invested to current period.

** Of the \$549.7m current value of the investments in Term Deposits, \$145.2m is related to Development Contribution Plans (DCP)

Top Capital Projects 2024/25 - May 2025																	
PMO Project Registration				Financial Summary (Annual Funding)				Total Project Budget			Project Indicators				Project Progress		
PMO Code	Finance Code	Container	Project Name	Project Budget Current Year	Actual Expenditure	Forecast to End of Year	Budget Variance Under /(Over)	Total Project Budget	Estimate at Completion	Total Budget Variance Under /(Over)	Schedule	Current Year Budget	Total Budget	Overall Risk Rating	Work % Complete	Stage	Council Comments
PMO16052	002616	23740	Neerabup Industrial Area (Existing Estate), Neerabup, Upgrade Roads and Services Infrastructure	4,036,801	4,022,490	3,000	11,311	8,687,051	8,766,752	(79,701)	G	G	G	G	97	S5. Delivery	Construction completed October 2024, Practical completion issued. Savings identified
PMO16061	002955	23756	Halesworth Park, Butler, New Sports Facilities	760,530	713,928	15,500	31,102	22,324,937	22,298,455	26,482	G	G	G	G	99	S6. Close-Out	Main Pavilion and Storage - DLP Phase ongoing. Final Completion 6/08/2025. Savings identified.
PMO16175	002664	25883	Dordaak Kepup Library and Youth Innovation Hub, Landsdale, New Building	11,854,468	9,324,036	2,070,816	459,616	17,990,000	18,002,046	(12,046)	G	G	G	G	64	S5. Delivery	Building Construction progressing. Services installation is ongoing. External wall cladding panel installation, internal wall and door frames near completion. Windows frames, ceiling, roof walkways commenced. Electrical and mechanical services installation well underway. Forecast official opening date envisaged late November/early December 2025. Anticipated carry forward.
PMO20006	004202	38979	Montrose Park, Girrawheen, Upgrade Changeroom	636,041	561,744	213,802	(139,505)	1,225,333	1,140,544	84,789	G	R	G	G	97	S5. Delivery	The project is on track in construction phase. Anticipated completion of works in July 2026. Adjustments will be made to budget allocations in June.
PMO20056	004276	40598	Lenore Road, Hocking, Upgrade to Dual Carriageway from Kemp St to Elliot Rd	6,014,385	5,879,978	135,000	(593)	8,065,952	8,066,545	(593)	G	G	G	G	96	S5. Delivery	All Civil works completed including line marking and signage by MRWA. Trees will be planted during the wet season by the City term contractor.

Top Capital Projects 2024/25 - May 2025																	
PMO Project Registration				Financial Summary (Annual Funding)				Total Project Budget			Project Indicators				Project Progress		
PMO Code	Finance Code	Container	Project Name	Project Budget Current Year	Actual Expenditure	Forecast to End of Year	Budget Variance Under /(Over)	Total Project Budget	Estimate at Completion	Total Budget Variance Under /(Over)	Schedule	Current Year Budget	Total Budget	Overall Risk Rating	Work % Complete	Stage	Council Comments
PMO20057	004277	40645	Alkimos, New Alkimos Aquatic and Recreation Centre	18,775,702	6,424,601	12,351,103	(2)	88,006,951	86,577,578	1,429,373	G	G	G	G	33	S5. Delivery	Works on site well underway with steel erection commencing in June.
PMO20062	004283	40782	Heath Park, Eglinton, New Sports Amenities Building	3,343,362	3,215,290	30,436	97,636	5,553,356	5,224,770	328,586	G	G	G	G	95	S5. Delivery	The pavilion is in operation and rectification of defect list is underway. Creation of the mural and additional access provision for the storerooms are completed. Installation of drink fountains are scheduled to commence in June. Savings identified.
PMO20065	004279	40791	Wanneroo Recreation Centre, Wanneroo, New Sports Hub	332,081	189,541	42,920	99,620	18,510,000	18,510,000	0	G	R	G	G	17	S4. Design	Updated design incorporates N-S realignment and repositioning further east on the site towards Scenic Drive for tree retention, bushfire requirements and away from the Yellagonga Reserve (wetlands). New design incorporates changes to the architectural aesthetic and landscaping. Design to be reviewed through Strategic Projects Working Group Meeting 16 June 2025 Anticipated carry forward.
PMO21060	004347	42656	Flynn Drive, Neerabup, Upgrade from Wanneroo Road to Old Yanchep Road	1,684,517	1,639,212	45,305	0	37,787,350	37,787,350	0	G	G	G	A	30	S5. Delivery	Construction Tender for stage 1 rescheduled for July/August 25, due to delays in obtaining clearing permits and Aboriginal heritage approvals. The timings will be dependent on the outcome of the Aboriginal and Heritage survey and clearing permits at Federal level and other service utilities approvals. ATCO gas protection works for Stage 1 started, to be completed in June/July 2025. Stage 2 will be dependent on ATCO and other services approvals due in 2nd quarter of 2025.
PMO22008	004361	43790	Riverlinks Park, Clarkson, New All Abilities Playground	1,449,512	1,360,567	28,700	60,245	3,341,704	3,341,460	244	G	G	G	G	97	S5. Delivery	The scope includes the playground, the car park extension, and the toilet block. Practical completion of the playground in October 2024 and car park extension in February 2025. Toilet block works completed in May 2025. Additionally, the installation of ball-stopping back nets behind the soccer goals have been added to the scope. Anticipated carry forward.

Top Capital Projects 2024/25 - May 2025																	
PMO Project Registration				Financial Summary (Annual Funding)				Total Project Budget			Project Indicators				Project Progress		
PMO Code	Finance Code	Container	Project Name	Project Budget Current Year	Actual Expenditure	Forecast to End of Year	Budget Variance Under /(Over)	Total Project Budget	Estimate at Completion	Total Budget Variance Under /(Over)	Schedule	Current Year Budget	Total Budget	Overall Risk Rating	Work % Complete	Stage	Council Comments
PMO22012	004365	43974	Brazier Rd, Yanchep, Upgrade Services	157,812	31,444	126,366	2	695,000	695,108	(108)	G	G	G	G	72	S4. Design	Yanchep Lagoon services upgrades incorporated with the Foreshore Managemet Plan Tender.
PMO22026	004389	44498	Kingsway Regional Sporting Complex, Madeley, Renew Netball Court Surface and Floodlighting	4,239,484	4,221,272	18,212	0	4,722,989	4,340,990	381,999	G	G	G	G	99	S5. Delivery	Practical completion achieved with contractor rectifying outstanding defects.
PMO22027	004390	44515	Montrose Park, Girrawheen, Renew Tennis Courts, Fencing and Lighting	975,000	357,965	240,288	376,747	1,000,000	1,259,778	(259,778)	G	R	R	G	64	S5. Delivery	The project is on track and is in construction phase. Anticipated completion of works in July 2026. Anticipated carry forward and transfer of funds to club building.
				54,259,695	37,942,068	15,321,448	996,179	217,910,623	216,011,376	1,899,247							
Schedule Status-Indicator				Budget Indicators (Annual & Total)				Overall Risk Indicator									
On Target-Baseline (<10%time increase)				On Target (Variance <10%)				Low									
Behind Schedule (10 - 20%time increase)				Almost on Budget (Variance of 10 - 20%)				Medium									
Behind Schedule (>20%time increase)				Under / Over Budget (Variance > 20%)				High									

Attachment 5

RESERVE BALANCES AS OF 31 MAY 2025									
RESERVE NAME	RESERVE DESCRIPTION	YTD ACTUAL				ANNUAL BUDGET			
		OPENING BALANCE	TRANSFERS IN (+)	TRANSFERS OUT (-)	CLOSING BALANCE	OPENING BALANCE	TRANSFERS IN (+)	TRANSFERS OUT (-)	CLOSING BALANCE
Municipal Funded (Restricted by Council)									
Asset Replacement/Enhancement Reserve		83,329,700	5,028,705	(15,811,657)	72,546,748	83,329,700	8,395,536	(19,024,706)	72,700,530
Carried Forward Reserve	To fund Municipally funded carried forwards.	3,978,559	-	(3,978,559)	-	3,978,559	-	(3,978,559)	-
Coastal Infrastructure Management Reserve		11,095,228	491,639	(96,346)	11,490,521	11,095,228	518,685	(130,732)	11,483,181
Golf Course Reserve		3,058,269	3,401,021	(3,527)	6,455,763	3,058,269	4,874,051	(100,000)	7,832,320
Information, Communication, & Technology Reserve	To fund capital and operating ICT projects.	12,136,782	2,576,296	(1,642,918)	13,070,160	12,136,782	2,567,376	(2,262,385)	12,441,773
Leave Liability Reserve		16,312,702	725,170	0	17,037,873	16,312,702	862,594	0	17,175,296
Loan Repayment Reserve		66,320,707	2,661,049	(8,881,705)	60,100,051	66,320,707	4,100,391	(8,881,705)	61,539,393
Neerabup Development Reserve	To develop the City's investment land in Neerabup.	8,236,044	1,918,843	(611,936)	9,542,951	8,236,044	4,885,022	(881,552)	12,239,514
Plant Replacement Reserve	To renew Plant and Equipment.	15,733,659	664,948	(1,823,267)	14,575,339	15,733,659	5,921,374	(1,932,120)	19,722,913
Regional Recreational Reserve		31,485,412	12,624,650	0	44,110,062	31,485,412	16,353,600	(2,187,944)	45,651,068
Strategic Land Reserve	To purchase, lease, develop and/or disposal land under the City's Strategic Land Policy.	12,315,077	849,750	(31,444)	13,133,383	12,315,077	874,395	(1,742,735)	11,446,737
Strategic Projects/Initiatives Reserve		16,331,284	1,686,792	(5,738,825)	12,279,252	16,331,284	13,100,795	(9,030,756)	20,401,323
Waste Management Reserve	For Waste management and purchase of new Waste Equipment.	14,378,097	629,119	(1,008,680)	13,998,535	14,378,097	2,720,338	(1,395,500)	15,702,935
Non-Municipal Funded (Restricted by Legislation)									
Alkimos/Eglinton Coastal Corridor Community Facilities Reserve	Development Contributions.	33,137,718	8,597,540	(5,234)	41,730,025	33,137,718	8,319,272	(5,748,653)	35,708,337
Clarkson/Butler Planning District (TPS 20) Reserve	To be used for the construction of District Distribution Roads associated with TPS 20.	9,464,917	420,757	0	9,885,673	9,464,917	559,760	(199,927)	9,824,750
Yanchep/Two Rocks Coastal Corridor Community Facilities Reserve	Development Contributions.	4,720,724	4,754,423	(763,349)	8,711,798	4,720,724	3,108,300	(2,520,062)	5,308,962
Cash Paid in Lieu of Public Open Space Prior to 10 Apr 2006 Reserve	To hold remaining unexpended funds received in lieu of Public Open Space.	2,776,914	156,057	0	2,932,971	2,776,914	161,634	0	2,938,548
Section 152 Reserve (formerly Section 20A Land Reserve)	Proceeds from sale of land can be used only within general locality from which funds were sourced.	804,856	35,779	0	840,635	804,856	37,626	0	842,482
Total		345,616,648	47,222,539	- 40,397,447	352,441,739	345,616,649	77,360,749	- 60,017,336	362,960,062

6.2 City of Wanneroo Submission - Proposed Communications Agreement

File Ref: 2409V04 – 25/218071
Responsible Officer: Chief Executive Officer
Attachments: 5

Changes to Report and Additional Information Arising from Agenda Briefing

Any changes or additional information following Agenda Briefing will be shown here.

Issue

To consider the City of Wanneroo's (the **City**) submission to WALGA to assist in the composition of a sector-wide response to the Department of Local Government, Industry Regulation and Safety (the **Department**) request for consultation on proposed regulations and Ministerial order to give effect to a Communications Agreement.

Background

The Tranche 1 reforms (assented 2023) introduced a requirement for Local Governments to have a Communications Agreement between Council and the Chief Executive Officer. The Communications Agreement is mandatory and will set minimum expectations for formal communications between Council Members, Committee Members and employees.

Amendments to achieve this reform were included in the *Local Government Amendment Act 2023* but are yet to take effect:

- Amendments to Section 5.92 of the *Local Government Act 1995* (the **Act**) to provide that the right of a Council Member or Committee Member to access information under that section must be exercised in accordance with the Local Government's Communications Agreement.
- New section 5.92A requiring every Local Government to have a Communications Agreement between the Council and the CEO regulating the matters specified in the Act and regulations.
- New section 5.92B requiring the Minister to make Ministerial Order setting out a default Communications Agreement which applies at any time a Local Government does not have its own Communications Agreement.
- New section 5.92C enabling Local Governments to adopt and amend its own Communications Agreement with the agreement of the CEO, which will expire at the end of every caretaker period, and upon the end of the CEO's employment with that Local Government.

The Minister is to, by default, set out a default Communications Agreement that Local Governments may adopt if a Communications Agreement cannot be agreed on between the CEO and Council (**Default Agreement**).

The target introduction of Communications Agreements (including the Minister's Default Agreement) will be 19 October 2025 to coincide with the Local Government Elections.

Detail

The Department has prepared a Communications Agreement Consultation Paper (**Attachment 1**) and has invited local governments, Council Members, CEO's, local

government employees and members of the community to provide feedback on the proposed regulations. Responses are due by Friday 22 August 2025.

The WA Local Government Association (**WALGA**) has also developed and circulated a discussion paper to all local governments (**Attachment 2**) which provides preliminary WALGA comments and questions on the Draft Regulations (**Attachment 3**) and Draft Order (**Attachment 4**) for consideration by Local Governments. Submissions to WALGA are requested by Monday 28 July 2025.

The Draft Regulations prescribe the minimum requirements for all communications agreements and provide the mechanism to require compliance by Local Government employees, Council Members and Committee Members. The Draft Order sets out what is proposed to be the Default Agreement in Schedule 1.

Communication Agreements stem from an existing arrangement between Ministers of State Government and the agencies that support them as required by section 74 of the *Public Sector Management Act*. Section 74 of the Act introduces the requirement for a Communications Agreement between Council and CEO to set minimum expectations for formal communications between Council members, Committee members and employees. This agreement only applies when a person is acting in their capacity as a Council or Committee member.

It follows one of the themes of the Local Government reforms of clarification of roles and responsibilities and the promotion of the separation of Council and Administration.

Administration Regulations

The Draft Regulations require the code of conduct for employees to comply with the Communications Agreements. Similarly, the Draft Regulations provide that if a Council or Committee member do not comply with the Communications Agreement, it will be deemed to be a behavioural breach.

Clarification is given to the rule against Council Members directing a local government employee. Directions by a Council Member to an employee are allowed provided it follows the Communications Agreement. Draft regulation 8 in the Draft Order provides that the CEO will be required to nominate at least four employees (**Nominated Employees**) for the purpose of the Communications Agreement. The details of the Nominated Employees will be recorded on a register with the types of enquiries the Nominated Employees are responsible for also recorded. If a Council or Committee member does not abide by the register as determined by the CEO, this will be a behavioural breach.

Default Communications Agreement

The Draft Order provides that the Default Agreement does not apply to deliberations at a Council or Committee meeting or the process for the recruitment, performance review or termination of the CEO. In such contexts, Council or Committee members can direct enquiries to employees in line with internal standards and procedures.

The Default Agreement does not prevent social or incidental dealings between Council or Committee members and employees of the City. However, Draft regulation 6 prohibits requests for information or requests for administrative assistance during these social or incidental interactions.

In following the theme of clearer roles and responsibilities, Draft regulation 5 provides that any formal correspondence sent by the Mayor on behalf of the Local Government must be provided to all Council Members by the CEO. This reflects the Mayor's role as spokesperson of the City as required under the Act.

Making Request for Information

Draft regulation 12 of the Draft Order sets out the subject of information that can be requested by Council or Committee members. The Mayor is authorised to request information from a broader scope of topics under Draft regulation 12(2) due to the nature of the position.

Information does not need to be required to a Council Member where:

- The Communications Agreement has not been followed;
- The Council Member is not entitled to the information;
- The information is not held by the local government and unable to be reasonably obtained; and
- In the CEO's view, preparing or providing the information would require substantive diversion of the local governments' resources.

The Draft Order initiates a proscriptive approach to responding to requests for information.

These include:

- The request for information must be acknowledged in writing within two working days.
- The CEO or nominated employee may discuss the requests with the Member to clarify or amend its scope.
- A request must be dealt with as soon as practicable and within 10 days.
- Final responses should be in writing and include any advice or information in relation to the request.

Consultation

Administration has circulated the WALGA Discussion Paper to relevant internal stakeholders requesting feedback and submissions on the position taken by WALGA and to provide any relevant information. The template provides questions to direct the consultation and further explanation and information on sections of the reform. Council Members were provided the opportunity to submit individual feedback on the reforms via the 20 June 2025 edition of the Wanneroo Wrap. This feedback has been consolidated in **Attachment 5**.

Comment

WALGA have stated that *"As all Local Governments will be subject to this Default Agreement on a regular basis (at least every two years after each caretaker period and after a CEO's employment ends) as well as at any time an Agreement cannot be reached between Council and the CEO, it is critical that the Default Agreement is fit for purpose"*.

Two out of the three Councillors who responded to the consultation were in support of the default Communications Agreement without any changes, although one Councillor queried what was meant by "administrative assistance" as this was not clear in the draft Agreement.

Administration has included comments regarding this as part of its submission shown at **Attachment 5**. Further Administration comments centred around the issues relating to the time frames for answering requests for information, duplication of matters already covered in the Act, and the extra administrative burden and possible extra resourcing needed to meet the conditions of the default Agreement.

Given that local government manage communications between Council Members and local government employees in many ways it is unlikely that the Department will include provisions in the default Communications Agreement that will cover what is unique to the City of Wanneroo. Participating in the consultation process is therefore crucial to developing a workable default Communications Agreement.

Statutory Compliance

Section 5.92A to sections 5.92C of the Local Government Act 1995 as introduced by the *Local Government Amendment Act 2023*.

These provisions are yet to commence.

Strategic Implications

The proposal aligns with the following objective within the Strategic Community Plan 2021 – 2031:

7 ~ A well governed and managed City that makes informed decisions, provides strong community leadership and valued customer focused services

7.3 - Anticipate and adapt quickly to change

Risk Appetite Statement

In pursuit of strategic objective goal 7, we will accept a Medium level of risk as the City balances the capacity of the community to fund services through robust cost-benefit analysis and pursues evidence-based decision making to be effective stewards of the Council and City for future generations.

Risk Management Considerations

Risk Title	Risk Rating
ST-S25 Legislative Reform or Changes	Low
Accountability	Action Planning Option
Chief Executive Officer	Manage

Policy Implications

Nil

Financial Implications

Nil

Voting Requirements

Simple Majority

Recommendation

That Council:-

- 1. SUPPORTS the feedback received from Council Members and Administration as shown in Attachment 5; and**
- 2. AUTHORISES Administration to make a submission to the Department of Local Government, Industry Regulation and Safety through Western Australia Local Government Association based on the feedback received in Attachment 5.**

Attachments:

1. [DLGSC report publication template](#)

25/218272

2. [WALGA Discussion Paper - Communications Agreements](#)

25/218275

3.	Attachment 3 - Local-Government-Regulations-Amendment-Regulations-2025-(Consultation-Draft)	25/218277
4.	Attachment 4 - Local-Government-(Default-Communications-Agreement)-Order-2025-(Consultation-Draft)	25/218278
5.	Attachment 5 - Consultation Comments Received	25/237179



Department of
**Local Government, Sport
and Cultural Industries**

A large, abstract graphic on the left side of the page, composed of several overlapping, rounded rectangular shapes in shades of blue, green, and purple, creating a layered, geometric effect.

Communications Agreement Consultation Paper

Local Government Reforms

Background

The *Local Government Amendment Act 2023* (2023 Amendment Act) was passed by Parliament in May 2023 and made a series of amendments to the *Local Government Act 1995* (the Act).

The 2023 Amendment Act implements several key reforms, including those relating to local government elections, as well as some changes which are yet to commence. These include the requirement for a communications agreement between the council and the administration of a local government.

To implement these reforms, the Western Australian (WA) Government has prepared the draft Local Government Regulations Amendment Regulations 2025 and the draft Local Government (Default Communications Agreement) Order 2025.

These proposed draft regulations and the draft order are published on the Department of Local Government, Sport and Cultural Industries (DLGSC) website and are available for public comment until **Friday 22 August 2025**. This consultation paper sets out the aims of these reforms and the proposed legislative requirements.

DLGSC invites local governments, council members, CEOs, local government employees and members of the community to consider the proposed regulations and provide feedback. The feedback received will inform the finalisation of draft regulations and the draft order and the implementation of these changes.

Submissions can be made to DLGSC's Act Review team by:

1. email to actreview@dlgsc.wa.gov.au
2. post to:
DLGSC Act Review
PO Box 8349
PERTH BUSINESS CENTRE WA 6849

Your say and your privacy

Submissions will be treated as public documents unless explicitly requested otherwise.

If you do not consent to your submission being treated as a public document, you should mark it as confidential, or specifically identify the confidential information, and include an explanation.

Please note, even if your submission is treated as confidential by DLGSC, it may still be disclosed in accordance with the requirements of the *Freedom of Information Act 1995* (WA) or any other applicable written law.

DLGSC reserves the right to redact any content that could be regarded as racially vilifying, derogatory or defamatory to an individual or an organisation.

Establishing regulations for communications agreements

The communications agreement is intended to function as a fundamental governance instrument within each local government to set out minimum expectations for formal communications between council members and employees of the local government.

Communications agreements currently exist between each Minister of the WA Government and the agencies that support them. These agreements set out who Ministers and their staff may contact within an agency, what they may request, how they can expect their request to be dealt with and when they can expect a response.

In a local government context, new sections 5.92A – 5.92C inserted by the 2023 Amendment Act provide that:

- each local government must have a communications agreement which deals with the matters required by the Act and regulations
- a local government may adopt a communications agreement by the council and the CEO **both agreeing** to its terms
- if a local government does not adopt or is unable to adopt a communications agreement, the default communications agreement set out in a ministerial order applies.

The draft Local Government Regulations Amendment Regulations 2025 seek to address minimum requirements for and enforcement of communications agreements.

Administration Regulations (amending regulations 3 to 8)

Amending regulations 3 to 8 set out a series of amendments to the Local Government (Administration) Regulations 1996 to deal with communications agreements.

Amending regulation 4 inserts a definition of communications agreements into the regulations.

Amending regulation 5 clarifies that the regulations regarding the employee code of conduct apply to employees of the local government, not contractors.

Amending regulation 6 requires the employee code of conduct to require a local government employee to comply with the communications agreement.

Amending regulation 7 inserts new regulations 28C and 28D.

Regulation 28C provides that in addition to the matters set out in the to be proclaimed section 5.92A of the Act, a communications agreement needs to set out the circumstances in which correspondence sent by the Mayor or President on behalf of the local government must be provided to all council members by the CEO.

Regulation 28D provides that there must be certain minimum content in a communications agreement adopted by a local government and its CEO.

Subregulation (1) provides definitions of an administrative matter and a request for information.

Subregulation (2) provides that a communications agreement must address:

- how council members and committee members can make requests for information
- the time within which a response to a request for information must be given
- the way in which information must be provided in response to a request for information
- a dispute resolution process
- which local government employees, council members and committee members may communicate or have dealings with relating to requests for information.

Subregulation (3) clarifies that the communications agreement does not apply to:

- deliberations at a council or committee meeting
- the process that needs to be undertaken for the recruitment, performance review or employment termination of the CEO.

This recognises that a Mayor or President and duly authorised council members may need to communicate with employees or contractors of the local government other than through the CEO to facilitate the recruitment, performance review or termination process.

Subregulation (4) provides that a communications agreement must address:

- how council members and committee members can make request for administrative assistance
- the time within which a response to a request for administrative assistance must be given
- the way in which information must be provided in response to a request for administrative assistance
- which local government employees, council members and committee members may communicate or have dealings with relating to administrative matters.

Subregulation (5) provides for circumstances where commissioners are administering the local government. This regulation provides that the commissioner may request information or assistance in the manner determined by the commissioner from any local government employee and that, if requested, it must be provided to the commissioner as soon as practicable. Where there is a dispute, it is resolved by the commissioner (or the chair commissioner if there is more than one commissioner).

This reflects that the circumstances that require the appointment of commissioners are unique, and as a result a commissioner should typically not be constrained by a communications agreement when undertaking the process required to restore good government to a local government district.

Regulation 8 provides for the default communications agreement ministerial order to be made prior to 19 October 2025.

Model code of conduct (amending regulations 9 & 10)

To ensure council and committee members comply with the communications agreement, it is proposed that contraventions of the agreement be dealt with under the code of conduct for council members, committee members and candidates.

Amending regulation 10(1) provides that a contravention of section 5.92(3) of the Act, which states that a council member or committee member must comply with the communications agreement, will be a behavioural breach. This means that the breach is dealt with internally by the local government, rather than through the Local Government Standards Panel process. Circumstances where a council member involves themselves in the administration of the local government without authority, or where a council member seeks to direct a local government employee, will remain a rule of conduct breach.

Amending 10(2)-(3) makes an amendment to clause 20 of the model code of conduct. Clause 20 currently provides that a council member or candidate cannot direct a local government employee. This amendment clarifies that the rule of conduct against directing a local government employee does not apply where the council member is acting consistently with the communications agreement in seeking information or administrative assistance.

Default Communications Agreement Order

The 2023 Amendment Act inserted new section 5.92B, which provides for the Minister for Local Government, by order, to set out a form of default communications agreement. This will be considered the communications agreement of the local government at any time that the local government has not adopted a communications agreement of its own or the agreement has expired.

A local government's communications agreement will expire at the end of the local government's caretaker period following an ordinary election, or otherwise at the end of the employment of the CEO who agreed to that communications agreement.

It is important to note the range of circumstances where a local government will fall onto this default agreement. If unable to form an agreement of their own, a local government will be bound by this default agreement. If local governments and CEOs wish to alter something contained in the default agreement, they will need to reach an agreement on an alternative communications agreement.

The proposed default communications agreement is contained in Schedule 1 of the draft Local Government (Default Communications Agreement) Order 2025.

Preliminary provisions (Division 1 of the draft order)

The preliminary components of the agreement include definition and application clauses which address how the agreement is to be interpreted and applied.

The definition of an 'administrative matter' is important in that it clarifies what is considered an administrative matter for a council members' potential request.

Clause 3 (Application) provides that this agreement does not apply to:

- deliberations at a council or committee meeting (which to be dealt with by standardised meeting procedures)
- the process of CEO recruitment, performance reviews or termination of employment, in accordance with the CEO employment standards of the local government.

This covers practical situations, such as the Mayor or President needing to engage closely with the local government's human resources function and consultants in relation to certain instances of managing the employment of the CEO.

General provisions (Division 2 of the draft order)

Clauses 4 to 7 provide a series of general provisions.

Clause 4 addresses the general principles of the agreement:

- That the CEO supports council and committee members to fulfill their functions, including by providing information and administrative assistance that allows them to do so, and ensuring that employees communicate with council members in accordance with the agreement.
- That the council and committee members conduct themselves in accordance with the agreement to ensure the orderly running of the local government.

Clause 5 provides that, in general, all council members should receive a copy of formal correspondence sent by the Mayor or President on behalf of the local government. This reflects the Mayor or President's role of as a spokesperson of the local government, consistent with the decisions of the council. In exceptional circumstances the Mayor or President can decide it is not appropriate to provide such correspondence to all council members. If this is done where exceptional circumstances do not exist, it may constitute a breach of the agreement by the Mayor or President.

Clause 6 clarifies that requests for information or administrative should not be made during social or incidental dealings with employees or contractors, as these interactions are not an appropriate time to seek information.

Clause 7 clarifies that this agreement does not prevent social or incidental dealings or communications between council members and employees.

Clause 8 provides for the nomination of employees by the CEO, which is an important aspect of this agreement as it provides for who within the local government council members may speak with. This is similar to the approved contacts list used for WA Government communications agreements between Ministers and their agency(s).

These employees should be the most relevant employees for the council members to appropriately interact with, such as a local government's governance team, their directors (or equivalents), the executive assistant to the CEO, the communications manager or similar roles.

The clause specifies the number of employees to be nominated for each class of local government, reflecting the size of those local governments. It further clarifies that a CEO may specify that the employee is nominated for particular types of enquiries, such as nominating a communications manager for media enquiries. The CEO is required to maintain an up to date register for council and committee members of these employees and what they are able to be contacted for.

Clause 9 makes clear that the CEO determines who responds to a request for information.

Clause 10 further clarifies that nothing in this agreement requires a CEO or any other employee to respond to a request outside of office hours.

Requests for information generally (Division 3 of the draft order)

Clauses 11 to 16 deal with general requirements that apply to all requests for information.

Clause 11 provides for council and committee members to make requests for information.

Clause 12 sets out the types of information a member may request and the types of additional information a Mayor or President may request from the local government; however, this clause does not limit what information may be sought.

Clause 13 addresses certain things a council member must provide to assist the local government to respond to the request. This includes an appropriate scope, or a copy of correspondence received by the council member where they are seeking advice that relates to the correspondence.

Clause 14 deals with the circumstances where information does not need to be provided to a member, being:

- where the agreement has not been followed
- if the council member is not entitled to that information
- if the information is not held by the local government and unable to be reasonably obtained
- if in the CEO's view, preparing or providing the information would require substantial diversion of the local government's resources.

Clause 15 deals with disputes regarding the provision of information. This provision provides that a council member who is unhappy with a refusal of information may dispute the matter. Initially this should be sought to be resolved at a meeting between the council member, Mayor or President and CEO. If this does not resolve the matter, the council member should refer the matter to the council to resolve whether the information should be provided or not.

Clause 16 clarifies that the Mayor or President may discuss a media enquiry with the CEO or an appropriate nominate employee without making a request for information. This reflects that media enquiries often require urgent responses that are best dealt with promptly.

Responding to requests for information (Division 4 of the draft order)

Clause 17 to 24 deal with responding to requests for information that do not relate to administrative assistance.

Clause 17 provides that this division does not relate to an administrative request for information.

Clause 18 provides that a request for information is to be made to the CEO or an appropriate nominated employee in writing by email or such other electronic means approved by the CEO (such as a portal or similar).

Clause 19 requires the CEO to ensure that a request is acknowledged in writing within 2 working days of the request being made. This does not require the CEO to personally acknowledge the request, just ensure that a mechanism is established for their acknowledgement.

Clause 20 provides that for the purpose of responding to a request for information the CEO or other appropriate employee can discuss the request with the member for the purpose of clarifying the scope or subject of the request and enabling the request to be considered amended as a result of those discussions.

Clause 21 deals with the provision of a response to a request by providing:

- The request must be dealt with as soon as practicable.
- If a request relates to a matter on the agenda of an upcoming council or committee meeting, best endeavours are made to provide the response before that meeting.
- Requests are dealt with within 10 working days by either providing a final response or providing notice of when the final response will be given.
- Final responses should be in writing and include any advice or information relating to the request.
- If the final response is to refuse or partially refuse the request, the reasons for the refusal are given to the council member.

Clause 22 provides that a response to a request for information should generally be provided to all council members and relevant committee members, ensuring all members receive the same information. However, there are proposed exceptions to this where:

- The request is for advice on correspondence received by an individual council member. In these cases, the advice should only be given to the member or members who received the correspondence.
- The request relates to matters that only the Mayor or President can request; in which case those replies should only be given to the Mayor or President.
- The council member and the CEO agree that the matter should be treated confidentially because it is appropriate in the particular circumstances.

Clause 23 provides that the member may discuss the response to their request with the CEO or an appropriate nominated employee in order to clarify or address queries with the response.

Clause 24 provides that the CEO may arrange for a briefing, meeting or other discussion for members on the particular information requested. Members may be provided with information through these avenues, including members being able to seek further information following a briefing, meeting or other discussion.

Responding to administrative requests (Division 5 of the draft order)

Clause 25 to 28 deal with responding to administrative requests.

Clause 25 provides that administrative requests encompass an administrative request for information or a request for administrative assistance.

Clause 26 provides that a member may request administrative assistance regarding an administrative matter.

Clause 27 provides that these requests are:

- To be made to the CEO or the appropriate nominated employee.
- These requests may be made verbally, but the CEO or employee can refuse to deal with the request unless it is in writing.
- If a request is made in writing it must be made via email or other electronic means approved by the CEO (such as a portal).

Clause 28 deals with the provision of a response to an administrative request by providing:

- The request must be dealt with as soon as practicable.
- Requests are dealt with within 10 working days by either providing a final response or providing notice of when the final response will be given.
- Final responses to an administrative request may be verbally or in writing.

Commissioners (Division 6 of the draft order)

Clauses 29 and 30 deal with this agreement in relation to a commissioner appointed to administer a local government.

Clause 29 provides that the agreement applies to a commissioner as if the commissioner were the council and the Mayor or President.

Clause 30 provides that the commissioner:

- may request information from any local government employee for provision to the commissioner as soon as practicable
- where there is a dispute, it is to be resolved by the commissioner or the chair commissioner (if there is more than one commissioner).

This reflects that the circumstances that require the appointment of commissioners are unique, and as a result a commissioner should typically not be constrained by a communications agreement when undertaking the process required to restore good government to a local government district.



Department of Local Government,
Sport and Cultural Industries
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Perth Business Centre WA 6849
Email: actreview@dlgsc.wa.gov.au
Website: www.dlgsc.wa.gov.au

Communications Agreements

Discussion Paper

June 2025

Local Government Submissions to WALGA are requested by **4pm, Monday 28 July 2025** to governance@walga.asn.au

For more information, please contact Tony Brown on 9213 2051 or Felicity Morris on 9213 2093.

Submission Format

This Discussion Paper has been designed to enable Local Governments to insert responses in the form field provided for each section of the Discussion Paper.

Local Governments can choose to respond to only some sections or questions, and are also welcome to provide a submission in an alternative format.

Please also provide your Local Government details below.

Local Government Name:		Click or tap here to enter text.
Submission was prepared and endorsed by:		
<input type="checkbox"/>	Council Resolution / Meeting Date:	Click or tap here to enter text.
<input type="checkbox"/>	Council Member Workshop / Forum (without Council resolution)	
Contact Name:		Click or tap here to enter text.
Contact email address:		Click or tap here to enter text.
Contact phone:		Click or tap here to enter text.

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1. Background

Communications Agreements were outlined in the Minister for Local Government's [Reform Proposals](#) released in 2022.

Following sector consultation, WALGA adopted the following advocacy position in relation to Communication Agreements:

2.5.3 Council Communication Agreements

The Local Government sector supports the introduction of a consistent, regulated Communications Agreement between Councils and the CEO within Local Governments.

Amendments to achieve this reform were included in the [Local Government Amendment Act 2023](#) but are yet to take effect:

- Amendments to Section 5.92 of the *Local Government Act 1995* (the Act) to provide that the right of a Council Member or Committee Member to access information under that section must be exercised in accordance with the Local Government's communications agreement.
- New section 5.92A requiring every Local Government to have a communications agreement between the Council and the CEO regulating the matters specified in the Act and regulations.
- New section 5.92B requiring the Minister to make Ministerial Order setting out a default communications agreement which applies at any time a Local Government does not have its own communications agreement.
- New section 5.92C enabling Local Governments to adopt and amend its own communications agreement with the agreement of the CEO, which will expire at the end of every caretaker period, and upon the end of the CEO's employment with that Local Government.

On 5 June 2025, the Department of Local Government, Sport and Cultural Industries (the Department) published the draft [Local Government Regulations Amendment Regulations 2025](#) (the Draft Regulations) and draft [Local Government \(Default Communications Agreement\) Order 2025](#) (the Draft Order). The Department has also published a [Communications Agreement Consultation Paper](#) (the DLGSC Consultation Paper) which explains the Draft Regulations and Draft Order.

The Draft Regulations prescribe the minimum requirements for all communications agreements and provide the mechanism to require compliance by Local Government employees, Council Members and Committee Members.

The Draft Order sets out what is proposed to be the default communications agreement in Schedule 1. As all Local Governments will be subject to this default agreement on a regular basis (at least every two years after each caretaker period and after a CEO's employment ends) as well as at any time an agreement cannot be reached between Council and the CEO, it is critical that the default agreement is fit for purpose.

2. Discussion paper

The following discussion paper provides preliminary WALGA comments and questions on the Draft Regulations and Draft Order for consideration by Local Governments.

Part 2.1 of this paper deals with the Draft Regulations. Where the corresponding content of the Draft Order is relevant to the discussion of the issue, it is included in this part.

Part 2.2 deals with matters that appear only in the Draft Order.

All clause references are to Schedule 1 of the Draft Order.

2.1. Draft Regulations

2.1.1. General drafting approach

WALGA Comment

The Draft Regulations and Draft Order are quite detailed and prescriptive. Some detail may be necessary to provide clarity and achieve an appropriate balance. It is essential that all parties understand their responsibilities, as breaches would constitute a breach of the Code of Conduct for Council Members, Committee Members and Candidates, or the Employee Code of Conduct. However, the level of prescriptive detail in the Draft Regulations and Draft Order may be restrictive for Local Governments seeing to develop locally appropriate approaches.

Questions

1. Do the Draft Regulations and Draft Order have an appropriate level of detail, or could they be simplified?

Local Government Response:

Click or tap here to enter text.

2.1.2. Commencement and implementation

The Draft Regulations state that they will commence on 19 October 2025, the day after the Ordinary Local Government Elections. This means that the default communications agreement set out in the finalised Ministerial Order would apply to all Local Governments from this date.

WALGA comment

The lead up to Local Government elections is a very busy time for Local Governments. Many Local Governments devote considerable resources to preparing induction materials for new Council Members. These materials and any induction programs will need to provide both commencing and continuing Council Members with an understanding of the default communications agreement. In addition, Local Governments will need to establish the appropriate administrative processes to

implement the default communications agreement. To complete these preparations, Local Governments will need to know the final content of the regulations and order.

Questions

2. What would be a reasonable period to allow Local Governments to prepare for implementation of the default communications agreement after publication of the final regulations and order?

Local Government Response:

Click or tap here to enter text.

2.1.3. Providing correspondence sent by Mayor or President to all Council Members

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28C in the *Local Government (Administration) Regulations 1996* prescribing that communications agreements must regulate the circumstances in which correspondence sent by the Mayor President on behalf of the Local Government must be provided to all Council Members. This is an additional matter that was not specified in the Act amendments.

Draft Order

To meet this requirement, clause 5 of the Draft Order requires correspondence sent by the Mayor or President on behalf of the Local Government to be provided to all Council members, unless the Mayor or President is satisfied that particular circumstances mean it is appropriate not to provide the correspondence. The DLGSC Consultation Paper advises that this should only occur in “exceptional circumstances” and could otherwise constitute a breach of the communications agreement by the Mayor or President.

WALGA Comment

Depending on the Local Government, Mayors or Presidents may send a high volume of correspondence that could be understood as being on behalf of the Local Government. Providing copies of all this correspondence to all Council Members may be burdensome for the Administration, and for Council Members in receiving high volumes.

To avoid breaching the communications agreement, the Mayor or President would need to have a record of each decision and the circumstances that make it appropriate not to provide correspondence to all Council Members.

Questions

3. Is it necessary for all communications agreements to address the provision of Mayor / President correspondence to Council Members?
4. Is clause 5 of the Draft Order appropriate and workable for your Local Government? Are any changes required?

5. Would it be useful for the Draft Order to:
- specify types of correspondence that must be provided to all Council members, unless decided by the Mayor or President? For example, correspondence that relates to advocacy, communications with government agencies or elected representatives, major stakeholders, or communicating Council decisions.
 - allow the Mayor or President to decide that certain categories of correspondence do not need to be provided? For example, letters of appreciation and congratulations.
 - allow for alternative methods of making the correspondence available to Council Members rather than providing a copy? For example, allow Local Governments to provide a list of correspondence that Council Members may access on request, or publish correspondence on an Elected Member portal.

Local Government Response:
Click or tap here to enter text.

2.1.4. Requests for information – definition and scope

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28D in the *Local Government (Administration) Regulations 1996* which prescribes the content of communications agreements. The regulation distinguishes between administrative matters and requests for information and prescribes definitions as well as the content that must be included in relation to each type of request.

The definition of request for information in regulation 28D(1) is as follows:

request for information, in relation to a local government, means a request for —

- access to information held by the local government under section 5.92 or otherwise; or
- other information.

This definition is also used in regulation 10(2) of the Draft Regulations for a consequential amendment to the *Local Government (Model Code of Conduct) Regulation 2021*.

As this definition is prescribed in the Draft Regulations, it will apply to all communications agreements, not just the default agreement.

Draft Order

Clause 3(1) provides that the default communications agreement applies to a person only when acting in their capacity as a Council Member, Committee Member or employee.

Clause 4 provides general principles, including that Council and Committee Members will ensure they only request information that is relevant to their functions under the Act or any other written law.

Division 3 sets out the requirements regarding requests for information. Clause 11 of the Draft Order repeats the prescribed definition when stating that a Council Member or Committee Member may make a request for information. Clause 14 specifies that nothing in the agreement requires certain information to be provided, including "information mentioned in section 5.92(4) of the Act".

WALGA comment

Section 5.92(1) of the Act allows a Council Member or Committee Member to "have access to any information held by the local government that is relevant to the performance by the person of any of the person's functions under this Act or under any other written law" (emphasis added). This is a broad right of access, requiring only relevance to the performance of a statutory function.

Section 5.92(4) clarifies that the section does not give a Council Member or Committee Member the right to access specified information, including certain employee information, any personal information about individuals that is not relevant to a Council or Committee decision, information the Local Government is prohibited or restricted from disclosing to the Council Member or Committee Member under a written law, and information that is not relevant to the functions of the Council Member or Committee Member under the Act or any written law.

The definition of **request for information** expands significantly beyond requests under section 5.92. It is unclear what is intended by "or otherwise" in part (a) of the definition. Further, the inclusion of "other information" in part (b) is so open-ended, it may make any limitations imposed by (a) almost meaningless.

As the Draft Order only applies when a person is acting in their capacity as a Council Member or Committee Member, it is difficult to understand what "other information" could be required that is not relevant to a statutory function.

Council Members may interact with the Local Government in their personal capacity and request and gain access to information as customers of the Local Government. These ordinary citizen transactions would not be subject to the communications agreement. Similarly, all members of the public have a right to inspect and receive copies of Local Government information in accordance with s5.94, 5.95, 5.96 and 5.96A of the Act, and public information prescribed under other written laws. These public access rights would not be subject to the communications agreement.

The expansive definition appears to be inconsistent with other provisions of the Draft Order. Clause 4 uses the wording of section 5.92, stating that Council and Committee Members agree to only request information that is relevant to their functions under law. Clause 14(b) of the Draft Order confirms that a Council Member or Committee Member is not required to be provided with information mentioned in section 5.92(4) of the Act. As noted above, section 5.92(4)(f) refers to information that is not relevant to the performance of a function under law.

The result may be that a Council Member or Committee Member may *request* information under clause 11 that they must agree not to request under clause 4(c)(iii), that they do not have a statutory right to access, and that clause 14 confirms that they are not required to be provided.

Questions

6. Should the words "or otherwise" and "other information" be deleted from the definition of **request for information**?
7. Do Local Governments identify any risks arising from the definition of **request for information** in its current form?

8. Does the definition of **request for information** create inconsistency with section 5.92 of the Act and clauses 4 and 14 of the Draft Order?
9. Should the definition of **request for information** be revised to refer only to requests made under s.5.92?
10. Are there any other comments on the scope or definition of **request for information**?

Local Government Response:
Click or tap here to enter text.

2.1.5. Administrative matters – definition and scope

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28D in the *Local Government (Administration) Regulations 1996* which provides definitions and prescribes the content of communications agreements. The regulation distinguishes between administrative matters and requests for information and prescribes definitions as well as the content that must be included in relation to each type of request. The definition of administrative matter lists the scheduling of council or committee meetings, compliance obligations under the Act, IT support, training and conference arrangements, event invitations, entitlements and “any other matter of an administrative nature”.

Regulation 10(2) of the Draft Regulations would insert the proposed definition of administrative matter into clause 20(1) of the Model Code of Conduct for Council Members, Committee Members and Candidates (Sch 1 of the *Local Government (Model Code of Conduct) Regulations 2021*).

Draft Order

Clause 2 of the Draft Order repeats the definition of administrative matter and defines administrative request for information. Clause 25 defines administrative request as either or both of an administrative request for information or a request for administrative assistance. Clause 26 defines a request for administrative assistance.

Division 5 of the Draft Order deals with administrative requests for information and requests for administrative assistance. Clause 26 provides that a Council Member or Committee Member may make a request for administrative assistance, while clause 27 provides the process for making an administrative request. Administrative requests may be made verbally or in writing

WALGA Comment

Local Government officers regularly provide routine information and support to Council Members and Committee Members. It seems reasonable to provide for a separate category of requests that may be dealt with in a simplified way, and with no requirement to provide responses to all Council or Committee Members.

The definition of administrative matter prescribed in the Draft Regulations may not be suitable for all Local Governments. WALGA suggests that an alternative definition could be as follows:

administrative matter in relation to a council member or committee member, means support or assistance provided to an individual council member or individual committee member to facilitate an administrative process related to that member, and may include:

- (i) council and committee meeting scheduling, attendance, apologies, leave of absence, committee deputy member attendance, drafting a notice of motion or alternative motion.
- (ii) attendance at professional development, training or events, associated speech writing, ceremonial protocols, travel, accommodation and incidental expense arrangements,
- (iii) entitlements to a fee, allowance, reimbursement or superannuation,
- (iv) personal compliance with obligations under the Act, Regulations, code of conduct, conflict of interest or gift disclosure requirements, record keeping,
- (v) information and communication technology software or hardware provided by the local government,
- (vi) any other matters specified as administrative matters in a local government's communications agreement.

Alternatively, the Draft Regulations could state that administrative matters are to be defined in the local government's communications agreement. The above alternative definition could be modified for use in the Draft Order.

Consideration could also be given to simplifying the language used in the Draft Order regarding these requests. It seems unnecessarily complex to have four defined terms to deal with simple day to day enquiries.

Questions

11. Do Local Governments support a separate process for administrative matters?
12. Is the Draft Regulation definition of **administrative matter** suitable for your Local Government?
13. Do you support the alternative WALGA definition above and/or have any other suggestions for the definition?
14. Should the regulations avoid a prescribed definition and allow **administrative matter** to be defined entirely in the communications agreement?
15. Are there any other comments on administrative matters?

Local Government Response:
Click or tap here to enter text.

2.1.6. Exclusions from application of communications agreement

Draft Regulations

The new Regulation 28D(3), to be inserted in the *Local Government (Administration) Regulations 1996* by Draft Regulation 7, provides that a communications agreement must specify it does not apply to anything a Council Member, Committee Member or Employee does as part of deliberations at a Council Meeting, or CEO employment processes.

Draft Order

Clause 3(2) of the Draft Order gives effect to these requirements.

WALGA Comment

These exclusions enable Council Members and Committee Members to communicate with employees under certain circumstances without being subject to the communications agreement. The respective codes of conduct would continue to apply to employees and Council or Committee Members.

Questions

16. Are these exclusions appropriate?

Local Government Response:
Click or tap here to enter text.

2.1.7. Commissioners

Draft Regulations

New Regulation 28D(5) will require all communications agreements to include content enabling commissioners to make requests to any employee, to determine the manner information is to be provided and to resolve disputes.

Draft Order

Clause 29 provides that the communications agreement applies to a commissioner as if they were the Mayor or President and the Council of the Local Government. Clause 30 then modifies the application of the communications agreement to allow a commissioner to make a request to the CEO or any employee, in the manner determined by the commissioner and to specify the manner in which as response is to be provided. It also provides for a commissioner to resolve disputes.

WALGA Comment

Section 2.38 of the Act provides that any reference to Council, Council Member, Mayor or President in the Act or other written law applies to a commissioner. A Local Government's communications agreement would apply to commissioners on that basis, and a commissioner could adopt a new agreement with the CEO. It does not seem appropriate for a commissioner to direct requests to any employee of the Local Government.

Questions

17. Should the rights and responsibilities of commissioners under a communications agreement be consistent with the rights and responsibilities of Council, Council Members, Mayors and Presidents?
18. Is it inappropriate for a commissioner to make requests to any employee of the Local Government?

Local Government Response:
Click or tap here to enter text.

2.1.8. Amendments to Model Code of Conduct

Draft Regulations

Regulation 10(4) of the Draft Regulations will amend clause 20 of the Model Code of Conduct for Council Members, Committee Members and Candidates (Sch 1 of the *Local Government (Model Code of Conduct) Regulations 2021*). As a result, the prohibition on a Council Member directing or attempting to direct a local government employee will not apply to anything that a Council Member does as part of making a request in accordance with a communications agreement.

WALGA comment

Model Code of Conduct clause 20(2)(a) prohibits a Council Member from directing or attempting to direct a Local Government employee to do or not to do anything in their capacity as a Local Government employee.

This prohibition does not apply to anything done during deliberations at a Council or Committee meeting. The proposed amendment would expand the circumstances in which a Council Member may direct an employee.

The proposed amendment implies that a request for information or administrative request may be made in a manner that is an attempt to *direct* a local government employee and has the effect of allowing such direction without breaching Code of Conduct provisions.

Questions

19. Is it necessary or appropriate for a Council Member to be able to direct a local government employee when making a request in accordance with a communications agreement?

Local Government Response:
Click or tap here to enter text.

2.3. Draft Order

2.3.1. Clause 4 General principles

Draft Order

Clause 4 of the Draft Order provides general principles for both the Council and the CEO, largely relating to acting and communicating in accordance with the agreement. This includes that the CEO will support Council Members and Committee Members in performing their functions under law, and that Council Members and Committee Members will only request information relevant to their functions under law.

Questions

20. Are there any additional principles that should be referenced in this clause?
21. Would it be beneficial to include a principle requiring that the communications agreement be applied in a manner that is consistent with the respective roles and responsibilities of Council and the CEO under the Act?

Local Government Response:
Click or tap here to enter text.

2.3.2. Clause 8 Nominated employees

Draft Order

Clause 8(1) enables the CEO to nominate employees for the purposes of the agreement.

Clause 8(2) requires the CEO to nominate minimum numbers of employees, depending on the Class of the Local Government.

Clause 8(3) allows employees to be nominated for all requests for information, or a type of request for information. Clause 8(4) allows employees to be nominated for media enquiries, requests for administrative assistance, or types of either of these.

Under clauses 16, 18, 20, 23 and 27 of the Draft Order, Council Members or Committee Members must make and discuss their various requests with an “appropriate nominated employee”, defined in clause 2(1). In summary, an appropriate nominated employee is an employee who has been nominated for that type of request.

Clause 9 allows the CEO to direct which employee responds to a request.

WALGA Comment

The minimum numbers of nominated employees specified in clause 8 will only apply while the default communications agreement applies to a Local Government. However, these requirements must still be fit for purpose when applying to all Local Governments at least every two years, or at any time an agreement has not been reached.

It is unlikely that all Local Governments of a particular class will have the same requirements or capacity.

CEOs are likely to be best placed to establish a sufficient number of nominated employees to service the level of requests in appropriate timeframes. This could include an administrative system of internal referrals, which could allow requests to be made to any nominated employee, rather than only an "appropriate nominated employee".

The requirement to make the request to an appropriate nominated employee may be challenging if a request for information addresses multiple subjects. It may be more efficient for responses to be coordinated by a single nominated employee.

Similarly, it may be sufficient to state that a CEO can nominate an employee generally or for the purposes of specified types of requests and that Council and Committee Members are provided with an up-to-date list.

Questions

22. Should the default communications agreement allow the CEO to nominate employees generally or for the purposes of any specified requests?
23. Should the minimum number of nominated employees be deleted or are they suitable?
24. Is it necessary to specify that requests must be made to an appropriate nominated employee, or could a nominated employee who receives a request refer and coordinate internally, subject to direction from the CEO?

Local Government Response:
Click or tap here to enter text.

2.3.3. Clause 12 Information that may be requested

Draft Order

Clause 12(1) lists matters that may be the subject of requests for information, clause 12(2) provides examples of information that may be requested by a Mayor or President, while clause 12(3) specifies that the clause does not limit what information may be requested.

WALGA Comment

It appears that this clause simply provides indicative examples of suitable subject matter for requests for information. As discussed above, the right of access to information under section 5.92 requires a link to a statutory function. It is possible that the examples provided in clause 12 could be the subject of a request for information that is relevant to a statutory function as well as a request that is not relevant or is excluded under s.5.92(4). Clause 12(3) confirms that the clause does not limit requests for information. Presumably it also does not expand what may be subject to a request for information, so it is unclear whether it is useful.

Questions

25. Is it useful for the default communications agreement to list matters that may be the subject of requests for information? Do Local Governments have any suggestions for inclusion?
26. Do Local Governments have any comments on the matters listed in clause 12?
27. Do Local Governments have examples of how the matters listed in clause 12 are or are not relevant to Council Member and Committee Member functions under the Act or other written law?

Local Government Response:
Click or tap here to enter text.

2.3.4. Clause 13 Requirements applicable to requests for information

Draft Order

Clause 13 sets out the requirements applicable to a request for information, including relevance to a statutory function (as discussed above), limited in scope and accompanied by supporting information or correspondence.

WALGA Comment

In many circumstances, the nature of information requested by Council or Committee Members is self-evidently related to performance of a function under the Act or other written law, consistent with s.5.92(1). However, some requests for information are not self-evident as being consistent with s.5.92.

Questions

28. Do Local Governments have any comments on these requirements?
29. Should clause 13 include a requirement for a request for information to explain the relevance of the request to the performance of a function under the Act or any written law?

Local Government Response:
Click or tap here to enter text.

2.3.5. Clause 14 Certain information not required to be provided

Draft Order

Clause 14 provides that information is not required to be provided in response to a request for information if:

- the request is not made in accordance with the agreement,
- the information is mentioned in section 5.92(4) of the Act,
- the information is not held by the Local Government, is held by another person or body and cannot be reasonably obtained by the Local Government,
- the CEO decides that preparing or providing the information would divert a substantial and unreasonable portion of the Local Government's resources.

WALGA Comment

The exclusion of information referred to in section 5.92(4) (see cl.14(b)) is discussed above.

Clause 14(c) appears somewhat convoluted. It is not clear if this is intended to require Local Governments to undertake research to identify and obtain information that they do not currently hold. Further, if the information is not held by the Local Government and cannot be reasonably obtained, it is not clear why it is relevant whether the information is held by another person or body.

Questions

30. Should clause 14(c) be simplified to state that information is not required to be provided if it is not held by the Local Government?

Local Government Response:
Click or tap here to enter text.

2.3.6. Clause 15 Disputes

Draft Order

Clause 15 sets out the process for dealing with disputes regarding a final response to a request for information that includes a refusal to provide some or all of the information requested. In the first instance the dispute must be discussed between the Mayor or President, the CEO and the requesting member. If this does not resolve the dispute, the requesting member may refer the dispute to Council for determination. Council's determination is final, and may override a decision by the CEO that the request would divert unreasonable resources.

WALGA Comment

The Draft Order does not appear to contemplate disputes where the Mayor or President is the requesting member.

The Draft Order specifies that Council may override a decision of the CEO under clause 14(d) that a request would divert unreasonable resources. In considering such a dispute, Council should have the benefit of the CEO's advice regarding the impact on the Local Government's functions and budget.



As only clause 14(d) is referenced in this way, it may be that Council does not have the capacity to overturn a refusal on the grounds set out in clause 14(a) – (c).

Questions

31. Should the default communications agreement specify that if the Mayor or President is the requesting member, the deputy Mayor or President should attend the meeting with the CEO in the event of a dispute?
32. Would it be beneficial to have disputes determined by the Inspector rather than Council?
33. Is it appropriate that Council can overturn the CEO decision under clause 14(d)?
34. Are there any other comments on disputes?

Local Government Response:

Click or tap here to enter text.

2.3.7. Clause 16 Mayor/President discuss media enquiry

Draft Order

Clause 16 allows the Mayor or President to discuss a media enquiry with the CEO or an appropriate nominated employee without making a request for information.

WALGA Comment

In many cases, media enquiries are directed to the Administration, and the Administration then contacts the Mayor or President to coordinate a response. Media enquiries that are not provided to the Local Government could be directed to the Mayor or President, but could also be directed to individual Council Members. It is not clear that this clause is necessary to enable these enquiries to be discussed as needed.

Questions

35. Does this clause meet the needs of Local Governments in managing media enquiries?

Local Government Response:

Click or tap here to enter text.

2.3.8. Division 4 Requests for information - processes

Draft Order

Division 4 of the Draft Order sets out the processes for making, acknowledging, discussing and responding to requests for information other than administrative requests.

Clause 18 requires that a request for information must be made to the CEO or an appropriate nominated employee in writing, by email or other electronic means approved by the CEO. Clause 19 requires the CEO to acknowledge the request within 2 working days after the day it is made.

Clause 20 allows the CEO or an appropriate nominated employee to discuss the request with the requesting member, who may request an amendment to the scope of the request in these discussions.

Clause 21 provides the requirements for responding to a request for information. As a starting point, the CEO must ensure the requesting member is given a final response as soon as practicable. Where a request relates to an agenda item, the CEO must use best endeavours to provide a final response before the meeting. In any case, the CEO must ensure that the requesting member is given a final response within 10 working days after the request is made, or notice that the final response cannot be given within that period and estimating when it will be provided. The final response must be in writing. The final response must include reasons for any refusal to provide any of the information requested.

Under clause 22(1), final responses will generally be provided to all Council Members and members of the relevant committee. Clause 22(2) provides exceptions, including where the request for information is one made by the Mayor or President in relation to representing the Local Government, correspondence or arranging a formal meeting or event. Clause 22(2) also allows the CEO and requesting member to agree that the final response is confidential or because of particular circumstances it is appropriate not to provide to all members.

Clause 23 allows the requesting member to discuss the final response with the CEO or an appropriate nominated employee, and may be provided with additional information in these discussions. Clause 24 allows the CEO to arrange a briefing, meeting or discussion with some or all Council or Committee Members in relation to a final response to a request for information.

WALGA Comment

The definition and scope of requests for information are discussed in part 2.1.4 of this discussion paper.

WALGA seeks sector feedback on whether the detailed processes and requirements in Division 4 are suitable for all Local Governments. It is not clear whether it is necessary for a communications agreement to specify that a Council or Committee Member may discuss a request or response with the CEO or appropriate nominated employee, or that the CEO may organise a briefing. In contrast, it may be helpful for a communications agreement to state what will occur if the CEO and requesting member do not agree on whether a response should be provided to all members.

Questions

36. Are there any comments on the processes and requirements in Division 4, including:
 - (i) Is it suitable that all requests for information must be made in writing by email or other electronic means approved by the CEO?
 - (ii) Is 2 working days an appropriate period for acknowledgement of a request?
 - (iii) Does clause 20 provide an appropriate method for discussing and clarifying requests for information?
 - (iv) Are the timeframes for response specified in clause 21 a reasonable baseline for all Local Governments?

- (v) Does clause 22(2) provide a suitable method for deciding when a response does not need to be provided to all Council or Committee Members?
- (vi) Should clause 22(2) state what would occur if the CEO and requesting member do not agree on whether a response is confidential or not to be provided to other members?
- (vii) Is clause 23 unnecessary or does it provide a useful approach to discussions of a response?
- (viii) Is clause 24 unnecessary or does it provide a useful approach to informing Council Members and Committee Members?

Local Government Response:
Click or tap here to enter text.

2.3.9. Division 5 Administrative requests - processes

Draft Order

Division 5 of the Draft Order sets out the requirements for making and responding to administrative requests.

WALGA Comment

The definition of “administrative matter” is discussed above.

WALGA seeks sector feedback on whether the processes and requirements are suitable for all Local Governments.

Questions

- 37. Is it suitable that administrative requests may be made verbally or in writing?
- 38. Does clause 28 provide reasonable requirements for a response?

Local Government Response:
Click or tap here to enter text.

Western Australia

Local Government Regulations Amendment Regulations 2025

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Local Government Act 1995

Local Government Regulations Amendment Regulations 2025

Made by the Governor in Executive Council.

Part 1 — Preliminary

1. Citation

These regulations are the *Local Government Regulations Amendment Regulations 2025*.

2. Commencement

These regulations come into operation as follows —

- (a) Part 1 — on the day on which these regulations are published on the WA legislation website (**publication day**);
- (b) Part 2 (but only regulations 3 and 8) — on the day after publication day;
- (c) the rest of the regulations — on 19 October 2025.

Local Government Regulations Amendment Regulations 2025

Part 2 Local Government (Administration) Regulations 1996
amended

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**Part 2 — Local Government (Administration)
Regulations 1996 amended**

3. Regulations amended

This Part amends the *Local Government (Administration) Regulations 1996*.

4. Regulation 3 amended

In regulation 3(1) insert in alphabetical order:

communications agreement, in relation to a local government, means —

- (a) the default communications agreement that is taken to be the local government's communications agreement under section 5.92B; or
- (b) the communications agreement adopted by the local government that has effect as the local government's communications agreement under section 5.92C;

5. Regulation 19AA amended

In regulation 19AA delete the definition of *local government employee* and insert:

local government employee means an employee of the local government;

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Local Government (Administration) Regulations 1996 **Part 2**
amended

r. 6

6. Regulation 19ADA inserted

After regulation 19AD insert:

19ADA. Compliance with communications agreement

A code of conduct must contain a requirement that a local government employee must (when acting in their capacity as such) comply with the local government's communications agreement.

7. Regulations 28C and 28D inserted

At the beginning of Part 7 insert:

28C. Additional matters regulated by communications agreement (Act s. 5.92A(2)(d))

For the purposes of section 5.92A(2)(d), the circumstances in which correspondence sent by the mayor or president on behalf of the local government must be provided to all council members by the CEO is a prescribed matter.

28D. Content of communications agreement (Act s. 5.92A(4))

(1) In this regulation —

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;

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amended

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- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

request for information, in relation to a local government, means a request for —

- (a) access to information held by the local government under section 5.92 or otherwise; or
 - (b) other information.
- (2) A local government's communications agreement must include content providing for —
- (a) council members and committee members to make requests for information; and
 - (b) the way in which, and the employees of the local government to whom, a request for information must be made; and
 - (c) time limits within which a response to a request for information must be given; and
 - (d) the way in which information must be provided in response to a request for information; and
 - (e) the way in which disputes regarding the response given to a request for information are to be resolved; and

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Local Government (Administration) Regulations 1996 **Part 2**
amended

r. 7

- (f) the employees of the local government with whom council members and committee members may communicate or have dealings in relation to a request for information.
- (3) A local government's communications agreement must include content providing for the agreement not to apply to anything that a council member, committee member or employee of the local government does as part of —
 - (a) the deliberations at a council or committee meeting; or
 - (b) recruiting, reviewing the performance of or terminating the employment of the CEO in accordance with the adopted standards.
- (4) A local government's communications agreement must include content providing for —
 - (a) council members and committee members to make requests for assistance regarding administrative matters; and
 - (b) the way in which, and the employees of the local government to whom, a request for assistance regarding an administrative matter must be made; and
 - (c) time limits within which a response to a request for assistance regarding an administrative matter must be given; and
 - (d) the way in which information must be provided in response to a request for assistance regarding an administrative matter; and
 - (e) the employees of the local government with whom council members and committee members may communicate or have dealings in

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Part 2 Local Government (Administration) Regulations 1996
amended

r. 7

relation to a request for assistance regarding an administrative matter.

- (5) A local government's communications agreement must include content providing for the following —
- (a) a request for information or a request for assistance regarding an administrative matter by a commissioner of the local government may be made to the CEO or another employee of the local government in the manner determined by the commissioner;
 - (b) the CEO must ensure that the commissioner is given a response to the request for information or request for assistance regarding an administrative matter —
 - (i) as soon as practicable; and
 - (ii) in the manner requested by the commissioner (which may include in writing or in a briefing);
 - (c) disputes regarding the request for information or request for assistance regarding an administrative matter must be resolved by —
 - (i) if there are joint commissioners and 1 of them is appointed to be the chairperson — the chairperson; or
 - (ii) otherwise — the commissioner who made the request.

Local Government Regulations Amendment Regulations 2025
Local Government (Administration) Regulations 1996 **Part 2**
amended

r. 8

8. Regulation 29E inserted

At the end of Part 7 insert:

29E. Transitional provision for *Local Government Regulations Amendment Regulations 2025*

For the purposes of Schedule 9.3 clause 62(2), regulations 28C and 28D, as to be inserted by the *Local Government Regulations Amendment Regulations 2025* regulation 7, apply in relation to the exercise before 19 October 2025, under the *Interpretation Act 1984* section 25(2), of the Minister's power to make an order under section 5.92B, as to be inserted by the *Local Government Amendment Act 2023* section 74.

Local Government Regulations Amendment Regulations 2025

Part 3 Local Government (Model Code of Conduct) Regulations 2021 amended

r. 9

Part 3 — *Local Government (Model Code of Conduct) Regulations 2021* amended

9. Regulations amended

This Part amends the *Local Government (Model Code of Conduct) Regulations 2021*.

10. Schedule 1 amended

- (1) After Schedule 1 clause 10 insert:

10A. Communications agreement

A council member or committee member must not contravene section 5.92A(3) of the Act.

- (2) In Schedule 1 clause 20(1) insert in alphabetical order:

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;
- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

Local Government Regulations Amendment Regulations 2025Local Government (Model Code of Conduct) Regulations 2021
amended**Part 3****r. 10**

communications agreement, in relation to a local government, means —

- (a) the default communications agreement that is taken to be the local government's communications agreement under section 5.92B of the Act; or
- (b) the communications agreement adopted by the local government that has effect as the local government's communications agreement under section 5.92C of the Act;

request for information, in relation to a local government, means a request for —

- (a) access to information held by the local government under section 5.92 of the Act or otherwise; or
- (b) other information.

- (3) In Schedule 1 clause 20(1) in the definition of **local government employee** paragraph (b) delete "services." and insert:

services;

- (4) Delete Schedule 1 clause 20(3) and insert:

- (3) Subclause (2)(a) does not apply to anything that a council member does as part of —
- (a) the deliberations at a council or committee meeting; or
 - (b) making a request for information or a request for assistance regarding an administrative matter in accordance with the local government's communications agreement.

Clerk of the Executive Council

Western Australia

Local Government (Default Communications Agreement) Order 2025

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Local Government Act 1995

Local Government (Default Communications Agreement) Order 2025

Made by the Minister under section 5.92B of the Act.

1. Citation

This order is the *Local Government (Default Communications Agreement) Order 2025*.

2. Commencement

This order comes into operation on 19 October 2025.

3. Default communications agreement

For the purposes of section 5.92B(1) of the Act, the form of communications agreement is set out in Schedule 1.

Note for this clause:

Under section 5.92B(2) of the Act, for the purposes of section 5.92A of the Act, the form of communications agreement set out in Schedule 1 is taken to be a local government's communications agreement at any time when the local government does not have a communications agreement of its own under section 5.92C of the Act.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 1** Preliminary provisions**cl. 1****Schedule 1 — Default communications agreement**

[cl. 3]

Division 1 — Preliminary provisions**1. Introduction**

For the purposes of section 5.92A of the *Local Government Act 1995* (the *Act*), this is the local government's communications agreement between the council of the local government (the *council*) and the chief executive officer of the local government (the *CEO*).

2. Terms used**(1) In this agreement —**

Act has the meaning given in clause 1;

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;
- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

administrative request has the meaning given in clause 25;

administrative request for information means a request for information that relates only to an administrative matter;

Local Government (Default Communications Agreement) Order 2025

Default communications agreement

Schedule 1

Preliminary provisions

Division 1**cl. 2*****adopted standards*** means —

- (a) the standards adopted by the local government under section 5.39B of the Act; or
- (b) if the local government has not adopted standards under section 5.39B of the Act — the standards taken under section 5.39B(5) of the Act to be the local government's adopted standards;

appropriate nominated employee means the following —

- (a) in relation to a request for information — an employee nominated under clause 8(1) and (3) in relation to —
 - (i) all requests for information; or
 - (ii) a type of request for information that includes the request for information;
- (b) in relation to a media enquiry to be discussed under clause 16(1) — an employee nominated under clause 8(1) and (4)(a) in relation to —
 - (i) all media enquiries; or
 - (ii) a type of media enquiry that includes the media enquiry;
- (c) in relation to a request for administrative assistance — an employee nominated under clause 8(1) and (4)(b) in relation to —
 - (i) all requests for administrative assistance; or
 - (ii) a type of request for administrative assistance that includes the request for administrative assistance;

CEO has the meaning given in clause 1;***class 1 local government*** has the meaning given in the *Local Government (Constitution) Regulations 1998* regulation 2A(a);***class 2 local government*** has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(b) and 2B(3);***class 3 local government*** has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(c) and 2B(4);

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 1** Preliminary provisions**cl. 3**

class 4 local government has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(d) and 2B(5);

committee means a committee of the council;

council has the meaning given in clause 1;

employee means an employee of the local government;

mayor or president includes a councillor performing the functions of the mayor or president under Part 5 Division 3 of the Act;

request for administrative assistance has the meaning given in clause 26;

request for information has the meaning given in clause 11;

requesting member, in relation to a request for information or a request for administrative assistance, means the council member or committee member who made the request;

working day means a day other than —

- (a) a Saturday or a Sunday; or
- (b) a public holiday throughout the State; or
- (c) a public holiday in an area that is or includes the district or any part of the district.

(2) If any other term used in this agreement is given a meaning in section 1.4 of the Act or the *Interpretation Act 1984* section 5, it has the same meaning in this agreement.

(3) A reference in this agreement to a council member or committee member performing a function under a written law other than the Act does not include a reference to the council member or committee member performing a function in a capacity other than that of council member or committee member under the Act.

3. Application

- (1) This agreement applies to a person who is a council member, committee member or employee when acting in their capacity as such.
- (2) Despite subclause (1), this agreement does not apply to anything that a council member, committee member or employee does as part of —
 - (a) the deliberations at a council or committee meeting; or

Local Government (Default Communications Agreement) Order 2025

Default communications agreement

Schedule 1

General provisions

Division 2**cl. 4**

- (b) recruiting, reviewing the performance of or terminating the employment of the CEO in accordance with the adopted standards.

Division 2 — General provisions**4. General principles**

The council and the CEO agree to the following general principles —

- (a) the CEO will support council members and committee members to perform their functions under the Act and any other written law;
- (b) without limiting paragraph (a), the CEO will ensure that —
 - (i) requests for information and requests for administrative assistance made by council members and committee members are responded to in accordance with this agreement; and
 - (ii) employees deal and communicate with council members and committee members in accordance with this agreement;
- (c) council members and committee members will ensure that —
 - (i) their dealings and communications with employees are in accordance with this agreement; and
 - (ii) their requests for information and requests for administrative assistance are made in accordance with this agreement; and
 - (iii) they only request information that is relevant to their functions under the Act or any other written law.

5. Correspondence sent by mayor or president on behalf of local government

- (1) Correspondence sent by the mayor or president on behalf of the local government must be provided to all council members by the CEO.
- (2) Subclause (1) does not apply to correspondence if the mayor or president is satisfied that, because of particular circumstances, it is appropriate not to provide the correspondence to all council members.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 2** General provisions**cl. 6****6. Requests must not be made during social or incidental dealing or communication**

A council member or committee member must not make a request for information or a request for administrative assistance during a social or incidental dealing or communication with an employee.

7. Incidental or social interactions permitted

Subject to clause 6, nothing in this agreement prohibits social or incidental dealings or communications between —

- (a) a council member or committee member; and
- (b) an employee.

8. Nominated employees

- (1) The CEO may nominate employees for the purposes of this agreement.
- (2) The CEO must nominate at least the following number of employees under subclause (1) —
 - (a) if the local government is a class 1 local government — 4 employees;
 - (b) if the local government is a class 2 local government — 3 employees;
 - (c) if the local government is a class 3 local government — 2 employees;
 - (d) if the local government is a class 4 local government — 1 employee.
- (3) An employee nominated under subclause (1) must be nominated in relation to —
 - (a) all requests for information; or
 - (b) a type of request for information.
- (4) An employee nominated under subclause (1) may be nominated in relation to either or both of the following —
 - (a) all media enquiries or a type of media enquiry;
 - (b) all requests for administrative assistance or a type of request for administrative assistance.

Local Government (Default Communications Agreement) Order 2025

Default communications agreement

Schedule 1

Requests for information generally

Division 3**cl. 9**

- (5) The CEO must ensure that —
- (a) an up-to-date register of employees nominated under subclause (1) is available to council members and committee members; and
 - (b) the register specifies, for each employee nominated under subclause (1), the matters in relation to which the employee is nominated under subclauses (3) and (4).

9. CEO may direct who responds

Despite anything else in this agreement, the CEO may direct which employee is to respond to a particular request for information or request for administrative assistance.

10. No response required out of hours

Nothing in this agreement requires the CEO or another employee to respond to a request for information or a request for administrative assistance outside of office hours.

Division 3 — Requests for information generally**11. Council member or committee member may make request for information**

A council member or committee member may make a request (a *request for information*) for —

- (a) access to information held by the local government under section 5.92 of the Act or otherwise; or
- (b) other information.

12. Information that may be requested

- (1) A request for information may be for advice or other information regarding any of the following —
- (a) a service, project or initiative being delivered by the local government;
 - (b) how the local government usually manages a particular matter, issue, service or query;

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 3** Requests for information generally**cl. 13**

- (c) budgeting or financial information, including details of the costs of any service, project or initiative delivered or proposed to be delivered by the local government;
 - (d) an issue or situation of broad public concern or interest within the district;
 - (e) preparing a motion to council or a committee;
 - (f) correspondence received by the council member or committee member;
 - (g) an administrative matter.
- (2) The mayor or president may make a request for information for advice or other information regarding any of the following —
- (a) publicly representing the local government at a media appearance or other event (including advice or other information in the form of a briefing or speaking notes);
 - (b) correspondence to be sent by the mayor or president;
 - (c) arranging a formal meeting or an official event.
- (3) This clause does not limit what information may be the subject of a request for information.

13. Requirements applicable to requests for information

- (1) The information the subject of a request for information must be relevant to the functions of the requesting member under the Act or another written law.
- (2) A request for information must be —
 - (a) limited in scope to the specific information that the council member or committee member requires; and
 - (b) accompanied by any supporting information that may assist the local government to respond to the request.
- (3) A request for information regarding correspondence received by the council member or committee member must include a copy of the correspondence.

Local Government (Default Communications Agreement) Order 2025

Default communications agreement

Schedule 1

Requests for information generally

Division 3**cl. 14****14. Certain information not required to be provided**

Nothing in this agreement requires information to be provided to a council member or committee member in response to a request for information if —

- (a) the request for information is not made in accordance with this agreement; or
- (b) the information is information mentioned in section 5.92(4) of the Act; or
- (c) the information —
 - (i) is not held by the local government; and
 - (ii) is held by a person or body other than the local government; and
 - (iii) cannot reasonably be obtained by the local government;
 or
- (d) the CEO decides that preparing or providing the information would divert a substantial and unreasonable portion of the local government's resources away from its other functions.

15. Disputes regarding final response to request for information

- (1) If the final response to a request for information includes a refusal to provide some or all of the information the subject of the request, the requesting member may notify the CEO in writing that there is a dispute regarding the final response.
- (2) A dispute regarding the final response to a request for information must be discussed at a meeting between the mayor or president, the CEO and the requesting member.
- (3) If the dispute is not resolved at the meeting —
 - (a) the requesting member may refer the dispute to the council; and
 - (b) the council may determine the dispute.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 4** Requests for information other than administrative requests for information**cl. 16**

- (4) The council's determination of the dispute —
 - (a) may override a decision made by the CEO under clause 14(d); and
 - (b) is final.

16. Mayor or president may discuss media enquiry without making request for information

- (1) The mayor or president may discuss a media enquiry with the CEO or an appropriate nominated employee, either verbally or in writing, without making a request for information.
- (2) Subclause (1) does not prevent the mayor or president from making a request for information in relation to a media enquiry.

Division 4 — Requests for information other than administrative requests for information**17. Application**

This Division does not apply to or in relation to an administrative request for information.

18. Making a request for information

- (1) A request for information must be made to the CEO or an appropriate nominated employee.
- (2) A request for information must be made in writing by —
 - (a) email; or
 - (b) other electronic means approved by the CEO.

19. Receipt of request must be acknowledged

The CEO must ensure that receipt of a request for information is acknowledged in writing within 2 working days after the day on which the request is made.

Local Government (Default Communications Agreement) Order 2025

Default communications agreement
Requests for information other than administrative requests for
information

Schedule 1**Division 4****cl. 20****20. Request may be discussed and amended**

For the purposes of responding to a request for information, the CEO or an appropriate nominated employee may do either or both of the following —

- (a) discuss the request for information with the requesting member, including for the purpose of clarifying the scope of the information the subject of the request;
- (b) if the requesting member requests an amendment to the scope of the information the subject of the request for information — deal with the request for information as if it were so amended.

21. Responding to a request for information

- (1) The CEO must ensure that the requesting member is given a final response to their request for information as soon as practicable.
- (2) If a request for information relates to a matter included in the agenda for an upcoming council or committee meeting, the CEO must make best endeavours to ensure that the requesting member is given a final response to the request before the meeting.
- (3) Without limiting subclause (1) or (2), the CEO must ensure that, within 10 working days after the day on which a request for information is made, the requesting member is given —
 - (a) a final response to the request; or
 - (b) notice that a final response cannot be given within that period and an estimate as to when a final response will be given.
- (4) The final response to a request for information must —
 - (a) be in writing; and
 - (b) include any advice or other information provided in response to the request for information.
- (5) If the final response includes a refusal to provide some or all of the information the subject of the request for information, the response must set out the reasons for that refusal.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 4** Requests for information other than administrative requests for information**cl. 22****22. When final response must be provided to other members**

- (1) A copy of the final response to a request for information given to the requesting member must be provided to —
 - (a) all council members; and
 - (b) if the final response is relevant to the work of a committee — any members of the committee who are not council members.
- (2) Subclause (1) does not apply if —
 - (a) the request for information is a request for advice regarding correspondence and the final response is provided to all council members and committee members who received the correspondence; or
 - (b) the request for information is for advice or other information regarding any of the matters mentioned in clause 12(2); or
 - (c) the requesting member and the CEO agree that —
 - (i) the final response is confidential; or
 - (ii) because of particular circumstances, it is appropriate not to provide the final response to all council members and relevant committee members under subclause (1).

23. Requesting member may discuss final response

- (1) The requesting member may discuss the final response to their request for information with the CEO or an appropriate nominated employee, either verbally or in writing.
- (2) During a discussion under subclause (1), the requesting member may be provided with additional information for the purpose of clarifying, or addressing queries in relation to, the final response.

24. CEO may arrange for briefing, meeting or discussion in relation to final response

- (1) The CEO may arrange for some or all council members and committee members to attend a briefing, meeting or other discussion in relation to a final response to a request for information.

Local Government (Default Communications Agreement) Order 2025

Default communications agreement
Administrative requests for information and requests for
administrative assistance

Schedule 1**Division 5****cl. 25**

- (2) During a briefing, meeting or other discussion arranged under subclause (1), council members and committee members may be provided with additional information for the purpose of clarifying, or addressing queries in relation to, the final response.

Division 5 — Administrative requests for information and requests for administrative assistance

25. Term used: administrative request

In this Division —

administrative request means a request that is either or both of the following —

- (a) an administrative request for information;
- (b) a request for administrative assistance.

26. Council member or committee member may request assistance regarding administrative matter

A council member or committee member may make a request (a *request for administrative assistance*) for assistance regarding an administrative matter.

27. Making an administrative request

- (1) An administrative request must be made to the CEO or an appropriate nominated employee.
- (2) Subject to subclause (3), an administrative request may be made verbally or in writing.
- (3) If an administrative request is made verbally, the CEO or an appropriate nominated employee may refuse to deal with the request unless it is made in writing.
- (4) An administrative request that is in writing must be made by —
 - (a) email; or
 - (b) other electronic means approved by the CEO.

Local Government (Default Communications Agreement) Order 2025**Schedule 1** Default communications agreement**Division 6** Provision in relation to commissioner**cl. 28****28. Responding to an administrative request**

- (1) The CEO must ensure that the requesting member is given a final response to their administrative request as soon as practicable.
- (2) Without limiting subclause (1), the CEO must ensure that, within 10 working days after the day on which an administrative request is made, the requesting member is given —
 - (a) a final response to the request; or
 - (b) notice that a final response cannot be given within that period and an estimate as to when the response will be given.
- (3) A final response to an administrative request may be given verbally or in writing.

Division 6 — Provision in relation to commissioner**29. Application of agreement to commissioner**

This agreement applies to a commissioner of the local government as if the commissioner were the council and the mayor or president.

30. Requests for information by commissioner

- (1) Despite clause 29, a commissioner of the local government may make a request for information or a request for administrative assistance to the CEO or another employee in the manner determined by the commissioner.
- (2) The CEO must ensure that the commissioner is given a final response to the request made under subclause (1) —
 - (a) as soon as practicable; and
 - (b) in the manner requested by the commissioner (which may include in writing or in a briefing).
- (3) A dispute regarding a request made under subclause (1) must be determined by —
 - (a) if there are joint commissioners and 1 of them is appointed to be the chairperson — the chairperson; or
 - (b) otherwise — the commissioner who made the request.

Local Government (Default Communications Agreement) Order 2025

Default communications agreement
Provision in relation to commissioner

Schedule 1
Division 6
cl. 30

-
- (4) The chairperson's or commissioner's determination of the dispute —
- (a) may override a decision made by the CEO under clause 14(d); and
 - (b) is final.

Minister for Local Government

Consultation Comments Received

Council Comment 1

I am in full support of the Default Comms Agreement as drafted without any changes. I believe this will significantly increase the process and speed up timeframes to access information and is very prescriptive around what Councillors can access. It is certainly more than what we can currently access now and forces statutory timeframes to process things unlike now with CRM's still taking significant amount of time.

Council Comment 2

I am confident that the default comms Agreement will be sufficient and do support it without alteration. I understand the tight time frames, and while I might not be taking on board, everyone else's thoughts, or concerns, believe council has had discussion around some of the issues before today, and those concerns have been incorporated and addressed in the agreement.

Council Comment 3

Something easy from me in feedback, around the specific nature of "administrative assistance" or to describe/give examples of, could be taken as social media assistance to diary dates of which both currently are not something we are privy too. Admin assistance is too vague I would think.

General provisions (Division 2 of the draft order) This is on page 5 of the DLGCS report publication

Clauses 4 to 7 provide a series of general provisions.

Clause 4 addresses the general principles of the agreement:

That the CEO supports council and committee members to fulfill their functions, including by providing information and administrative assistance that allows them to do so, and ensuring that employees communicate with council members in accordance with the agreement.

Other than that, and I've only looked this over quickly I can't see anything outlining the communication from the CEO to members, so this is just a communications agreement from elected members to the CEO and not reciprocal?

Administration Comment 1

Responses to WALGA Communications Agreements Discussion Paper June 2025

2.1.1	1.	The Draft Regulations and Draft Order could be simplified
2.1.2	2.	4-6 months would be a reasonable period to allow local governments to prepare for implementation of the default communication agreement after publication of the final regulations and order.
2.1.3	5.	Agreed with 5. a-d.
2.1.4	6.	Yes – delete the words "or otherwise" and "other information" from the definition of "request for information".
	7.	Keep definition of "request for information" in its current form as is.
	8.	Could create inconsistency with section 5.92 of the Act and clauses 4 and 14 of the Draft Order

	9.	The definition of "request for information" should be revised to refer only to requests made under s.5.92.
	10.	Other comment on definition of "request for information" – keep it simple.
2.1.5	11.-15.	Definition of "administrative matter" – is it necessary and if it is then okay with WALGA's (i) to (vi) except for (v) where the suggested definition is too broad. It should be about support for usage of approved IT model
2.1.6	16.	Exclusions are appropriate.
2.1.7	17.&18.	Yes, commissioner should be the same as Council Members/Mayor.
2.1.8	19.	No – it is not necessary or appropriate for a Council Member to be able to direct a local government employee when making a request in accordance with a communications agreement.
2.3.1	20.	There are no additional principles that should be referenced in Clause 4 of the Draft Order.
	21.	Wouldn't it be the case the agreement is applied in a manner that is consistent with the respective roles and responsibilities of Council and the CEO under the Act?
2.3.2	22. -24.	Likely to happen that requests are made to an appropriate nominated employee.
2.3.3	25.	No. If list matters that may be the subject of requests for information. May miss something.
	26.	Matters listed in Clause 12 – cost of service may not be simple
	27.	Part b) may include compliance which could be an issue re privacy or even conflict of interest.
2.3.4	29.	Clause 13 should include a requirement for a request for information to explain the relevance of the request to the performance of a function under the Act or any written law as we often have to ask.
2.3.5	30.	Yes, Clause 14 should be simplified.
2.3.6	31.	Yes, the Deputy Mayor should attend the meeting with the CEO in the event of a dispute if the Mayor is the requesting Member.
	32.	Perhaps at Stage 2 could have dispute determined by the Inspector rather than Council.
	33,	No, it is not appropriate that council can overturn the CEO decision under clause 14(d) as this is an Act issue re roles.
2.3.7	35.	Media enquiries – Strategic vs Operational issue. The Act covers it.
2.3.8	36.(v) and (vi)	Does it need to be this difficult? Perhaps each CEO can design.
	36. (vii) and (viii)	Both seem basic – does it need a reg?
2.3.9	37.	Could be by phone?
	38.	CEO process to be defined by each Local Government.

Administration Comment 2

The Communications Agreement info was particularly interesting.

*A request for information is to be **acknowledged** in writing within **2 working days of receipt***

•The CEO or nominated employee may discuss the request with the member to clarify or amend its scope

•A request must be dealt with as soon as practicable and within **10 business days**, unless the request relates to an agenda matter for an upcoming meeting in which case best endeavours are made to provide a response before the meeting

Administration Comment 3

Note that as acknowledged in the discussion paper, the requirements will impose administrative burdens on LGAs. This will either contribute to resourcing challenges (if the requirements are administered with existing resources) or increased costs for ratepayers (if further staff or systems resourcing are required to meet the obligations).

Administration Comment 4

2.1.1	1.	S. 4(a) (role of the CEO) duplicates s. 5.41(3) and arguably s. 5.41(4) of the Act and is potentially redundant. If compliance with the Communications Agreement is to be incorporated into the Council Members, Committee Members and Candidates Code of Conduct as proposed then s. 4(c) (council members' compliance with the Communications Agreement) is potentially redundant.
2.1.2	2.	Since there is (as at 26 June 2025) no date for ss. 5.92A - 5.92C of the Local Government Act to come into force, query whether 19 October 2025 is a practical date for the Default Communications Agreement to come into effect.
2.1.3	5.	WALGA seems to be making an assumption that "provided to all council members by the CEO" can only be satisfied by directly providing a copy of the communication to all members, however the draft Agreement sets no specific conditions for this and a passive channel e.g. elected members portal would seem to be permissible. Since administration is already required to register mayoral correspondence in its repository of record e.g. EDRMS the additional step of publishing to a portal ought to create minimal overhead. My question would be, why is this condition included? Because whatever the intention, the practical effect is to make the mayor accountable to council for the content of any correspondence that they send, and without any reciprocal arrangement whereby all councillors' communications must be shared with their peers and the mayor. This would seem to be inconsistent with the roles of mayor and councillor as set out in the Act.
2.1.4	6.	My understanding is that in any situation where the wording of the Order is inconsistent with the Act, the Act prevails, so the effect of any inconsistency is mitigated. Whether blanket terms such as "or otherwise" and "other information" are potentially problematic depends on the outcome that is aimed at. If the intention is to give council members wide-ranging capability to request information with administration being the determiners of what information may and may not be supplied then the blanket term is appropriate. If the intention is that council members should limit requests to information that they are entitled to access then the Regulation should clearly establish the relevant criteria and avoid blanket terms.

2.1.5	11.- 15.	<p>A separate process for administrative matters is appropriate as these would be handled by different persons and according to different procedures from requests for information.</p> <p>The definition of 'administrative matter' given in the draft agreement seems to be fit for use. The alternative definition given above is too detailed and makes a number of assumptions about the services that a local government will provide for its council members, which will in actual fact vary depending on the capacity and capabilities of the individual council.</p> <p>Putting the onus on each council to develop its own definition for 'administrative matters' for its Communication Agreement creates an unnecessary overhead of work when a standard definition that allows for a commonsense interpretation is an option.</p>
2.1.7	17.& 18.	<p>Given that the remit of a commissioner is to return the local government to normal functioning at the earliest opportunity, it is appropriate that they have elevated powers.</p>
2.1.8	19.	<p>The effect of the Regulations and default Agreement taken together would seem to limit the council member's authority to 'direct' local government employees to the provision of administrative assistance. While the non-applicability of the Communications Agreement to the proceedings of a council or committee meeting is noted, Standing Orders should provide that council members cannot address administration staff directly but only through the chair, which establishes a constraint upon their ability to 'direct' any member of administration in any way. The role of council members under the Act (s. 2.10(1)) also sets a constraint on their individual capability to direct any action to take place.</p>
2.3.1	20.	<p>Presuming that the Act has priority, the inclusion of such a principle would seem to be redundant.</p>
2.3.2	22. - 24.	<p>IMPORTANT - nomination should be by ROLE not by EMPLOYEE, to make the nominations resilient in the (common) event of absence, acting arrangements, temporary vacancy cover etc.</p> <p>The capability to nominate a specific role to handle a particular type(s) of enquiry is important to ensure that potentially confidential or sensitive information within the request is appropriately handled.</p>
2.3.5	30.	<p>The proposed wording of the clause is satisfactory. Administration needs to be able to rely on council members understanding the exclusions in order to reduce the potential for non-compliant requests being received..</p>
2.3.6	31, 32, 33, 34	<p>Re: question 31, the deputy mayor or president only has any special responsibility in the event of the unavailability or incapacity of the mayor/president, which does not apply here. The wording of s. 15(2) should be "...must be discussed at a meeting between the mayor or president (if the mayor or president is not the requesting member), the CEO, and the requesting member."</p> <p>The purpose of s. 15(4)(a) is unclear. The effect of referring the request to council for a decision can be to override any determination under ss. 14(a)-(d), not just 14(d).</p>

2.3.8	36.(i) to (viii)	<p>As all requests would count as 'records' for the purposes of council record-keeping, yes it is essential that all such are made in writing. This should be consistent with existing arrangements for receiving communications and requests from elected members e.g. Notices of Motion, Notices of Amendment etc.</p> <p>The timeframes specified may be onerous for smaller local authorities with limited resources. Short-term absence of the CEO where no acting CEO has been appointed could impact a local government's capability to achieve the initial two working days deadline, forcing them into a breach. Does the acknowledgement have to come from the CEO or could another senior/executive staff member substitute? Could this responsibility be delegated?</p> <p>Clause 22(2) already states (by implication) what happens if the CEO and requesting member do not agree on whether the response is confidential: it is circulated to all council members.</p> <p>The wording of the clause is clear - withholding the response is only permitted when there is agreement to do so. The intention is clearly to prevent either person having a 'veto' on the release.</p> <p>Clauses 23 and 24 would be unnecessary in the majority of cases but the suggestion may be helpful in isolated instances. Recommend they are retained.</p>
2.3.9	37.	<p>All requests and responses should ordinarily be in writing. Administration is required to meet certain standards in the handling of administrative requests, and in order to evidence that they have done so the full life-cycle of the request needs to be documented.</p> <p>Only the most basic of requests, such as those that can be promptly satisfied ("please can I have more letterhead paper", that sort of thing) would be appropriately handled without being documented. In particular, any request involving expenditure ("please may I be booked on XXX course", "please can my printer be replaced") must have a full document trail.</p>

6.3 Adoption of the 2025/6 – 28/29 Corporate Business Plan, 2025/26 Annual Budget and 2025/26 Schedule of Fees & Charges

This report will be presented at the Ordinary Council Meeting on the 22 July 2025.