



MINUTES

Special Council Meeting Tuesday, 25 January 2022 at 6:00 PM

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**MINUTES OF THE SPECIAL MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER, 135
CANNING HIGHWAY EAST FREMANTLE ON TUESDAY 25 JANUARY 2022**

1 OFFICIAL OPENING

The Presiding Member opened the meeting at 6.07pm.

2 ACKNOWLEDGEMENT OF COUNTRY

“On behalf of the Council I would like to acknowledge the Whadjuk Nyoongar people as the traditional custodians of the land on which this meeting is taking place and pay my respects to Elders past, present and emerging.”

3 ANNOUNCEMENT TO GALLERY

“Members of the gallery are advised that no Council decision from tonight’s meeting will be communicated or implemented until 12 noon on the first clear working day after this meeting, unless Council, by resolution carried at this meeting, requested the CEO to take immediate action to implement the decision.”

4 RECORD OF ATTENDANCE

4.1 ATTENDANCE

The following members were in attendance:

Mayor J O’Neill	Presiding Member
Cr K Donovan	
Cr L Mascaro	
Cr A McPhail	
Cr D Nardi	
Cr A Natale	
Cr A White	
Cr M Wilson	

The following staff were in attendance:

Mr G Tuffin	Chief Executive Officer
Mr P Kocian	Executive Manager Corporate Services
Mr A Malone	Executive Manager Regulatory Services
Mr N King	Executive Manager Technical Services
Ms J May	Minute Secretary

There were no members of the public in attendance

4.2 APOLOGIES

Cr Collinson

4.3 APPROVED

Nil.

5 DISCLOSURES OF INTEREST

5.1 FINANCIAL

Nil.

5.2 PROXIMITY

Nil

5.3 IMPARTIALITY

Nil.

6 PUBLIC QUESTION TIME

6.1 PUBLIC QUESTION TIME

Nil

6.2 DEPUTATIONS

Nil.

7 BUSINESS

Reports start on the next page

7.1 LOCAL GOVERNMENT REFORM - WALGA ADVOCACY POSITION AND RECOMMENDATIONS - REPORT

Report Reference Number	SCR-491
Prepared by	Gary Tuffin Chief Executive Officer
Meeting date	Tuesday, 25 January 2022
Voting requirements	Simple Majority
Documents tabled	Local Government Review Panel – Final Report

Attachments

1. Local Government Reform – ToEF LG Reforms submission
2. Local Government Reform – Facts Sheet

Conflict of Interest: The Chief Executive Officer has declared an interest in this item as 3.5 relates to CEO KPIs and Performance Reviews. Therefore, no officer advice has been provided in relation to this item.

PURPOSE

Council is being requested to consider the “*Summary of Proposed Reforms*” prepared by WALGA in response to the proposed local government reforms, and to provide its position on the recommendations.

EXECUTIVE SUMMARY

In 2017 the State Government announced a significant review of the *Local Government Act 1995*. A number of the initial reforms (Stage 1 & 2) have now been introduced via the *Local Government Legislation Amendment Act 2019*. The Minister for Local Government announced further legislative reforms on the 10 November 2021. These reforms were developed by the Local Government Review Panel (LGRP). Their (LGRP) report contains 65 recommendations based on six major themes:

1. Earlier intervention, effective regulation and stronger penalties
2. Reducing red tape, increasing consistency and simplicity
3. Greater transparency and accountability
4. Stronger local democracy and community engagement
5. Clear roles and responsibilities
6. Improved financial management and reporting.

WALGA has provided a draft response to these recommendations, which includes advice on the sectors current positions that are covered in the reform proposals together with recommendations on new positions required on matters not previously canvassed.

WALGA is now seeking feedback from individual local governments by 5pm on Friday 28 January 2022, to meet the Department of Local Government’s submission closing date of the 25 February 2022.

BACKGROUND

The Minister for Local Government announced on the 10 November 2021 further reforms to *Local Government Act 1995*. A large focus on the new reform is oversight and intervention where there are significant problems arising within a local government.

These reforms are based on extensive consultation undertaken over the last five years, and have been developed considering:

- The Local Government Review Panel Final Report (mid 2020)
- The City of Perth Inquiry Report (mid 2020)
- Department of Local Government, Sport and Cultural Industries (DLGSC) consultation on Act Reform (2017-2020)
- The *Victorian Local Government Act 2020* and other State Acts
- The Parliament's Select Committee Report into Local Government (late 2020)
- Western Australian Local Government Association (WALGA) Submissions
- Direct engagement with local governments
- Correspondence and complaints
- Miscellaneous past reports.

WALGA has prepared a summary paper (Local Government Reform), which provides a response to most of the recommendations (Attachment 1), however, there is 4 specific areas that WALGA is seeking feedback on:

- 3.5 CEO's Performance Indicators
- 4.3 Preferential Voting
- 4.4 Public Vote to Elect the Mayor
- 6.6 Audit Committees

CONSULTATION

Extensive community consultation was conducted between September 2018 and March 2019 by the Department of Local Government, Sport and Cultural Industries with the input of a stakeholder reference group.

More than 3,000 survey responses and written submissions were received from community members, ratepayer associations, industry groups, local governments, elected members, and peak bodies.

After this significant community and sector consultation to better understand the issues confronting local government, the areas in need of reform and possible options for reform, a panel of experts was formed to provide more detailed consideration and to develop policy responses to guide the development of the new Act. The role of the Panel was to guide the review's strategic direction and to consider and recommend high level guiding principles of the new Act. The members of the Panel are:

- Mr David Michael MLA, Member for Balcatta (Chair)
- Professor John Phillimore, Executive Director, John Curtin Institute of Public Policy
- Mr Graham Sansom, Adjunct Professor, Institute for Public Policy and Governance, University of Technology Sydney
- Ms Anne Wood, Partner, Kott Gunning Lawyers
- Mr Henry Zelones OAM LGM JP, former Mayor City of Armadale

- Mr Duncan Ord OAM, Director General, Department of Local Government, Sport and Cultural Industries

Commencing in November 2019, the Panel formally met on nine occasions. In addition, invitations were extended to a range of organisations to provide advice and test ideas at separate roundtables.

It has been advised that an overwhelming majority of recommendations were agreed to unanimously by all members of the panel, with only a small number either having a minority of panellists expressing an opposing view or excluding themselves due to a potential conflict of interest.

Submissions to the Department of Local Government close on the 25 February 2022, and the Minister has advised no further extension will be granted.

A copy of *WALGA's Advocacy Position & Recommendations*- Summary of Proposed reforms was circulated to all elected members on 26 November 2021 by email.

STATUTORY ENVIRONMENT

The proposed changes will result in significant legislative changes to the *Local Government Act* and its related Regulations.

The actual details (drafting) of the legislative changes are yet to be provided.

POLICY IMPLICATIONS

It is highly likely that the proposed changes will result in a number of new policies, possibly including the following;

- **Rates and Revenue policy (6.2 Simplify Strategic and Financial Planning)**
 - *A new Rates and Revenue Policy (see item 6.3) that identifies the approximate value of rates that will need to be collected in future years (referencing the Asset Management Plan and Long Term Financial Plan) – providing a forecast to ratepayers (updated at least every four years)*
- **Elected member education expenses policy (5.5 Local Governments May Establish Education Allowances)**
 - *Local governments will have the option of contributing to the education expenses for councillors, up to a defined maximum value, for tuition costs for further education that is directly related to their role on council.*
 - *Councils will be able to decide on a policy for education expenses, up to a maximum yearly value for each councillor. Councils may also decide not to make this entitlement available to elected members*
- **Community engagement policy (4.1 Community and Stakeholder Engagement Charters)**
 - *It is proposed to introduce a requirement for local governments to prepare a community and stakeholder engagement charter which sets out how local government will communicate processes and decisions with their community.*
- **Stand Down provisions (1.4 Review of Penalties)**
 - *Penalties for breaching the Local Government Act are proposed to be strengthened.*

- *It is proposed that the suspension of councillors (for up to three months) is established as the main penalty where a councillor breaches the Local Government Act or Regulations on more than one occasion.*
 - *Councillors who are disqualified would not be eligible for sitting fees or allowances. They will also not be able to attend meetings, or use their official office (such as their title or council email address).*
 - *It is proposed that a councillor who is suspended multiple times may become disqualified from office.*
 - *Councillors who do not complete mandatory training within a certain timeframe will also not be able to receive sitting fees or allowances*
- **Revised Caretaker Policy – State wide model policy (5.6 Standardised Election Caretaker period)**
 - *A statewide caretaker period for local governments is proposed.*
 - *All local governments across the State would have the same clearly defined election period, during which:*
 - *Councils do not make major decisions with criteria to be developed defining ‘major’*
 - *Incumbent councillors who nominate for re-election are not to represent the local government, act on behalf of the council, or use local government resources to support campaigning activities.*
 - *There are consistent election conduct rules for all candidates.*

FINANCIAL IMPLICATIONS

It appears there will potentially be financial implications in regard to a number of the proposed changes, some potential items may include;

- Proposed Local Government Monitors
- Conduct Panel
- Elected member education allowances
- Rates & Revenue Policy
- Recordings of All Council Meetings

STRATEGIC IMPLICATIONS

Strategic Priority 5: Leadership and Governance

A proactive, approachable Council which values community consultation, transparency and accountability

Objective

5.1 Strengthen organisational accountability and transparency

5.2 Proactively collaborate with the community and other stakeholders

5.3 Strive for excellence in leadership and governance

The State Government is of the view that the proposed changes will provide a renewed focus on integrity, self-regulation, accountability and will give local governments the tools to ensure good governance and continuous improvement.

RISK IMPLICATIONS
Risks

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Lost opportunity to provide feedback to WALGA and DLGSC in relation to significant LG reforms	Unlikely (2)	Minor (2)	Low (1-4)	REPUTATIONAL Unsubstantiated, low impact, low profile or 'now news' item	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
	Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
	Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
	Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
	Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

Risk Rating

Risk Rating	4
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Not applicable.

COMMENT

A summary of the main points that WALGA does not agree with, or is seeking feedback on, are provided below:

3.5 Chief Executive Officer Key Performance Indicators

To provide for minimum transparency, it is proposed to mandate that the KPIs agreed as performance metrics for CEOs:

- Be published in council meeting minutes as soon as they are agreed prior to (before the start of the annual period)
- The KPIs and the results be published in the minutes of the performance review meeting (at the end of the period)

The CEO has a right to provide written comments to be published alongside the KPIs and results to provide context as may be appropriate (for instance, the impact of events in that year that may have influenced the results against KPIs).

Current Local Government Position

There is currently no advocacy position in relation to Item 3.5.

WALGA Comment

In principle, this proposal has some merit and would be particularly effective if all CEO KPIs consistently reflect Strategic Community Plans and Corporate Business Plans of Local Governments, together with KPIs reflective of the CEO's statutory functions under Section 5.41 of the Act. This approach would inform the community of the CEO's performance related to the strategic direction and operational function of the Local Government.

In practice, the drafting of statutory provisions will require sensitive consideration of certain KPIs i.e. those relating to issues affecting the workplace or identified risk-based concerns, to reflect the way Audit Committees currently deal with some internal control, risk and legislative compliance issues confidentially. This approach will protect the interests of Local Governments and other parties associated with such KPIs. It would be prudent for exemptions to be provided, based on matters of confidentiality.

The proposed reforms and recent Act amendments signal a clear intent to permit closer community involvement and scrutiny of Local Government. However, negative consequences are likely if Local Government Council's responsibility as the employing authority of the CEO became blurred due to perceived community entitlement to comment, question and influence KPIs and the performance review process.

Additionally, the publication of CEO KPI's will elevate this employment position to a high degree of public scrutiny seldom evident in the public or private sector, if at all. It is worth investigating whether the proposed reforms considered whether this factor could impact on the recruitment of CEO's, particularly from outside the Local Government sector.

The results of performance reviews should be confidential information between the employer and employee and should not be published and should remain within the confidential human resource records of the organisation.

(WALGA's position):

- 1. Conditionally Support the reporting of CEO KPIs that are consistent with the strategic direction and operational function of the Local Government, subject to exemptions for publishing KPI's of a confidential nature;**

2. Do not support the results of performance reviews being published.

(TOEF Councillors feedback)

Based on the feedback provided from elected members via email, there appears to be support for publishing the CEO's KPI's that relate to the Strategic Community Plan and Corporate Business Plan, but not the results of performance reviews.

4.3 Introduction of Preferential Voting

- Preferential voting is proposed be adopted as the method to replace the current first past the post system in local government elections.
- In preferential voting, voters number candidates in order of their preferences.
- Preferential voting is used in State and Federal elections in Western Australia (and in other states). This provides voters with more choice and control over who they elect.
- All other states use a form of preferential voting for local government.

Current Local Government Position

*Item 4.3 **does not align** with Advocacy Position 2.5.1 – 'First Past the Post voting system'*

The Local Government sector supports:

1. *Four year terms with a two year spill*
2. *Greater participation in Local Government elections*
3. *The option to hold elections through:*
 - *Online voting*
 - *Postal voting, and*
 - *In-person voting*
4. *Voting at Local Government elections to be voluntary*
5. *The first past the post method of counting votes*

WALGA Comment

It should be noted that the sector's advocacy against compulsory voting and "All in All out" 4 year terms has been successful and these items are not included in the reform proposals.

The introduction of preferential voting will be a return to the system of voting prior to the Local Government Act 1995. The Local Government Advisory Board reported on voting systems in 2006 ('Local Government Structural Reform in Western Australia: Ensuring the Future Sustainability of Communities') and provided the following comments in support of both first past the post voting and preferential voting:

Comments in support of retaining first past the post include:

- *Quick to count. Preferential voting is time consuming to count.*
- *Easily understood.*
- *Removes politics out of campaigning. Preferential will encourage alliances formed for the distribution of preferences and party politics into local government.*
- *Preferential voting allows election rigging through alliances or 'dummy' candidates.*
- *In a preferential system, the person that receives the highest number of first preference votes does not necessarily get elected.'*

Comments in support of replacing first past the post include:

- *Preferential voting is more democratic and removes an area of confusion.*

- *Preferential voting ensures that the most popular candidates are elected who best reflect the will of the voters.*
- *Preferential system should be introduced. In FPP elections, candidates work together to get votes for each other. Preferential would make it more difficult for this practice to take place.*
- *FPP does not adequately reflect the wishes of electors when there are three candidates or more.*
- *FPP is unsuitable when there is more than one vacancy.*
- *Allows for a greater representation from a range of interest groups and prevents domination of elections by mainstream party politics.'*

The Sector supports first past the post voting for its simplicity and fundamental apolitical nature, therefore the proposed reforms are not supported. Feedback is sought to ensure the advocacy position for first past the post elections remains the preferred option.

(WALGA's position):

Not currently supported - Local Government feedback requested

(TOEF Councillors feedback)

Based on the feedback provided from elected members via email, first past the post appears to be the preferred option.

4.4 Public Vote to Elect the Mayor & President

(No real impact on the Town, as we already have a direct election by the residents and is directed at band 1 & 2 LGs).

- Mayors and Presidents of all local governments perform an important public leadership role within their local communities.
- Band 1 and 2 local governments generally have larger councils than those in bands 3 and 4.
- Accordingly, it is proposed that the Mayor or President for all band 1 and 2 councils is to be elected through a vote of the electors of the district. Councils in bands 3 and 4 would retain the current system.

Current Local Government Position

Item 4.4 **does not align** with Advocacy Position 2.5.2 - Election of Mayors and Presidents be at the discretion of Local Government.

Local Governments should determine whether their Mayor or President will be elected by the Council or elected by the community.

WALGA Comment

There are 43 Band 1 and 2 Local Governments with 22 popularly electing the Mayor or President:

- *Band 1 - 15*
- *Band 2 - 7*

The remaining 21 Local Governments have a Council-elected Mayor or President. The cited examples of the City of Rockingham and City of Stirling electors determining by referendum to change the process for electing the Mayor are examples of the current system working as intended. There is no evidence of elector support for uniform direct election of Mayors.

(WALGA's position):

Not currently supported - Local Government feedback requested

(TOEF Councillors feedback)

Generally happy with current direct election of Mayor.

6.6 Audit Committees

- To ensure independent oversight, it is proposed the Chair of any Audit Committee be required to be an independent person who is not on council or an employee of the local government.
- Audit Committees would also need to consider proactive risk management.
- To reduce costs, it is proposed that local governments should be able to establish shared Regional Audit Committees.
- The Committees would be able to include council members but would be required to include a majority of independent members and an independent chairperson.

Current Local Government Position

Item 6.6 **does not align** with Advocacy Position 2.2.4 – Accountability and Audit

That audit committees of Local Government, led and overseen by the Council, have a clearly defined role with an Elected Member majority and chair.

Comment

The Sector's view is well established, that the Council must maintain, and be seen by the community to have, majority involvement and investment in the purpose of an Audit Committee. There is sector support for some independent members on the Audit Committee, however not a majority.

The dual effect of the proposed reform is to guarantee a place for a majority of independent persons on Audit Committees, with the additional requirement that an independent person Chair this Committee. Presently, not all Local Government Audit Committees are able to include an independent person. This may be for a variety of reasons not least of which is a lack of suitable, available candidates with the required qualification, skill and experience.

It would be counter-productive if the proposed reforms led to the appointment of unsuitable independent persons to a skills-based role. The concept of Regional Audit Committees has apparent merit in this case but there is no detail regarding practicalities; for example, is the Regional Audit Committee intended to include the same independent persons who will meet separately with each Local Government within the region?

There is too little certainty that the imperative question of appropriate representation will be managed as a consequence of the proposed reforms for it to be supported.

The proposal for the Audit Committees to also consider proactive risk management is supported.

(WALGA's position):

- 1. Do not support majority independent members of the Audit Committee**
- 2. Support Audit Committees of Local Government with an Elected Member majority including independent members, and to consider proactive risk management issues**

(TOEF Councillors feedback)

The feedback provided by Elected Members was that they supported WALGA's position.

Officer comment

Section 5.100 of the Act expressly provides that a person who is a committee member but is not a council member or an employee is not to be paid a fee for attending any meeting.

To allow for a high calibre independent member it is recommended that Council requests that an amendment be made to the *Local Government Act* (s5.100) to allow for the payment of fees to independent committee members.

Other notable changes that may impact the Town:

3.1 Recordings and Live-Streaming of All Council Meetings

In part reads -

“Recognising their generally smaller scale, typically smaller operating budget, and potential to be in more remote locations, band 3 and 4 local governments would be required to record and publish audio recordings, at a minimum. These local governments would still be encouraged to livestream or video record meetings.

All council meeting recordings would need to be published at the same time as the meeting minutes. Recordings of all confidential items would also need to be submitted to the DLGSC for archiving.”

(WALGA’s position):

Proposed changes “supported”

Officer comment

The Town is classified as a Band 3 local government. Therefore, under this proposal, audio recordings of the meeting would need to be made publicly available after each meeting.

The Town does not currently have the ability to record meetings, however, it is understood the current audio system has the capability, subject to being modified (additional expense).

3.2 Recording All Votes in Council Minutes

To support the transparency of decision-making by councillors, it is proposed that the individual votes cast by all councillors for all council resolutions would be required to be published in the council minutes, and identify those for, against, on leave, absent or who left the chamber.

Regulations would prescribe how votes are to be consistently minuted.

(WALGA’s position):

Proposed changes “supported”

Officer comment

Council has previously voted on a similar proposal at its Ordinary meeting held on the 13 December 2016 and was not supported.

The Act already provides the ability for an elected member to request their vote (In support or not) and name be recorded in the minutes.

4.6 No Wards for Small Councils (Band 3 and 4 Councils only)

There has been a trend in smaller local governments looking to reduce the use of wards, with only 10 councils in bands 3 and 4 still having wards.

(WALGA’s position):

Proposed changes “supported”

Officer comment

The advantages of a “no ward” system may include:

- Elected members are elected by the whole community not just a section of it.

- Knowledge and interest in all areas of the Council’s affairs would result, broadening the views beyond the immediate concerns of those in a ward.
- Members of the community who want to approach an elected member can speak to any elected member.
- Social networks and communities of interest are often spread across a local government and elected members can have an overview of these.
- Elected members can use their specialty skills and knowledge for the benefit of the whole local government.
- There is balanced representation with each elected member representing the whole community.
- The election process is much simpler for the community to understand.

The disadvantages of a “no ward” system may include:

- Electors may feel that they are not adequately represented if they don’t have an affinity with any of the elected members.
- Elected members living in a certain area may have a greater affinity and understanding of the issues specific to that area.
- There is potential for an interest group to dominate the Council.
- Elected members may feel overwhelmed by having to represent all electors and may not have the time or opportunity to understand and represent all the issues.
- It may be more difficult and costly for candidates to be elected if they need to canvass the whole local government area.

The last time this matter was formally considered by Council was back in November 2016. Council resolved as follows;

That Council recommends to the Local Government Advisory Board that the status quo remain in place until the next review in 8 years’ time, as it believes the current ward system and representation numbers best represent the community

Currently only 4 out of 8 councillors live in the ward they were elected to.

6.8 Costs of Waste Service to be specified on Rates notice

It is proposed that waste charges are required to be separately shown on rate notices (for all properties which receive a waste service. Currently waste service costs are incorporated into the general rate in the dollar, it does not appear as a separate amount.

(WALGA’S position):

Proposed changes “supported”

Officers Comment

Supported.

OFFICER RECOMMENDATION

1. That Council endorse the Town of East Fremantle’s Local Government Reform Submission as presented.
2. That the Chief Executive Officer be requested to:
 - a. advise WALGA that Council supports the responses contained in their submission “*Local Government Reform – Summary of Proposed Reforms (November 2021) WALGA Advocacy Positions and Recommendations*” excluding the following items:

- i. (supports/does not support) the proposed reform in relation “3.1 Recording and Live Streaming of All Council Meetings”.
 - ii. (supports/does not support) the proposed reform in relation “3.2 Recording All Votes in Council Meetings”.
 - iii. (supports/does not support) the proposed reform in relation “4.6 No Wards for small Councils”.
 - b. provide WALGA with a copy of the Town’s submission to the proposed Local Government reforms.
 - c. provide DLGSC with a copy of Town’s submission in relation to the proposed Local Government reforms, and to:
3. advise that Council supports the position of WALGA excluding the above items above in (2) (i) to (iii).
 4. request that consideration be given to amending the *Local Government Act 1995* to allow for the payment of fees to independent committee members.

Moved Cr Natale, seconded Cr Mascaro
The adoption of the Officer’s recommendation.

Amendment

Moved Cr McPhail, seconded Cr Nardi

That part 2.a.i. of the motion read:

- i. **Council does not support the proposed reform in relation to “3.1 Recording and Live Streaming of All Council Meeting”** (CARRIED 5:3)

(Reason)

Council believes its current system works well (meeting minutes), and unnecessary additional expenses would be incurred to introduce the recording and storage of all formal meetings.

Amendment

Moved Cr Nardi, seconded Cr White

That part 2.a.ii. of the motion read:

- ii **Council does not support the proposed reform in relation to “3.2 Recording All Votes in Council Meetings”** (CARRIED UNANIMOUSLY)

(Reason)

Elected members currently have the option to request that their vote be recorded.

Amendment

Moved Cr Donovan, seconded Cr Nardi

That part 2.a.iii. of the motion read:

- iii **Council does not support the proposed reform in relation to “4.6 No Wards for small Councils”** (CARRIED 7:1)

(Reason)

- Ward representation provides a point of contact for residents, more customer focused
- Having to campaign the whole of the Town may deter prospective candidates
- Each of the Town’s Wards represent different issues for its respective residents.
- The Town has a unique location and size

Elected members provided the following additional information for inclusion in Council’s submission to WALGA:

3.5 Chief Executive Officer Key Performance Indicators (KPIs) be Published

Reason:

- Performance reviews should be confidential and non threatening.
- Relationship between Council and CEO is built on trust.
- No benefit to either party to publish results of annual review
- Any recommended improvements should be worked through together, not public information
- Could be counterproductive if taken out of context
- May inhibit feedback

4.3 Introduction of Preferential Voting

Reason: The preferential voting system would add unnecessary complexity to the election process.

5.8 CEO Recruitment

Do not support the DLGSC establishing a panel of approved members to perform the role of an independent person on CEO recruitment panels as it is considered:

- Another level of bureaucracy
- A hindrance to the independence of a council in seeking to recruit a CEO

6.6 Audit Committees

Reason: Local government requires elected members to be in charge of its finances and therefore should comprise the majority of the Committee and seek independent members as required.

The substantive motion, as amended, was submitted.

OFFICER RECOMMENDATION

Council Resolution 01270122

Moved Cr Natale, seconded Cr Mascaro

1. That the Chief Executive Officer be requested to advise WALGA that Council supports the responses contained in their submission "*Local Government Reform – Summary of Proposed Reforms (November 2021) WALGA Advocacy Positions and Recommendations*" excluding the following items:
 - i. Council does not support the proposed reform in relation "*3.1 Recording and Live Streaming of All Council Meetings*".
 - ii. Council does not support the proposed reform in relation "*3.2 Recording All Votes in Council Meetings*".
 - iii. Council does not support the proposed reform in relation "*4.6 No Wards for small Councils*".
2. That Council endorse the Town of East Fremantle's Local Government Reform Submission as presented, incorporating the additional updates contained in 1 above.
3. That Chief Executive Officer be instructed to provide DLGSC with a copy of the Town's submission in relation to the proposed Local Government reforms, and to:
 - i. advise that Council supports the position of WALGA excluding the above items above in (1) (i) to (iii).

- ii. request that consideration be given to amending the Local Government Act 1995 to allow for the payment of fees to independent committee members.**

(CARRIED UNANIMOUSLY)

REPORT ATTACHMENTS

Attachments start on the next page

Town of East Fremantle's Local Government Reform Submission

Theme 1: Early Intervention, Effective Regulation and Stronger Penalties

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
1.1 Early Intervention Powers			
<ul style="list-style-type: none"> The Act provides the means to regulate the conduct of local government staff and council members and sets out powers to scrutinise the affairs of local government. The Act provides certain limited powers to: <ul style="list-style-type: none"> Suspend or dismiss councils Appoint Commissioners Suspend or, order remedial action (such as training) for individual councillors. The Act also provides the Director General with the power to: <ul style="list-style-type: none"> Conduct Authorised Inquiries Refer allegations of serious or recurrent breaches to the State Administrative Tribunal Commence prosecution for an offence under the Act. Authorised Inquiries are a costly and a relatively slow response to significant issues. Authorised Inquiries are currently the only significant tool for addressing significant issues within a local government. The Panel Report, City of Perth Inquiry, and the Select Committee Report made various 	<ul style="list-style-type: none"> It is proposed to establish a Chief Inspector of Local Government (the Inspector), supported by an Office of the Local Government Inspector (the Inspectorate). The Inspector would receive minor and serious complaints about elected members. The Inspector would oversee complaints relating to local government CEOs. Local Governments would still be responsible for dealing with minor behavioural complaints. The Inspector would have powers of a standing inquiry, able to investigate and intervene in any local government where potential issues are identified. The Inspector would have the authority to assess, triage, refer, investigate, or close complaints, having regard to various public interest criteria – considering laws such as the <i>Corruption, Crime and Misconduct Act 2003</i>, the <i>Occupational Safety and Health Act 1984</i>, the <i>Building Act 2011</i>, and other legislation. The Inspector would have powers to implement minor penalties for less serious breaches of the Act, with an appeal mechanism. The Inspector would also have the power 	<p><u>Current Local Government Position</u></p> <p>Items 1.1, 1.2 and 1.3 generally align with WALGA Advocacy Position 2.6.8 - 'Establish Office of Independent Assessor'</p> <p><i>The Local Government sector supports:</i></p> <ol style="list-style-type: none"> <i>Establishing an Office of the Independent Assessor to replace the Standards Panel to provide an independent body to receive, investigate and assess complaints against Elected Members and undertake inquiries.</i> <i>Remove the CEO from being involved in processing complaints.</i> <i>That an early intervention framework of monitoring to support Local Governments be provided with any associated costs to be the responsibility of the State Government.</i> <i>An external oversight model for local level behavioural complaints made under Council Member, Committee Member and Candidate Codes of Conduct, that is closely aligned to the Victorian Councillor Complaints Framework.</i> <p>Comment</p> <p>The Local Government sector is in favour of early intervention and a swift response to potentially disruptive or dysfunctional behaviours. The Proposed Reforms state 'Local Governments would still be responsible for dealing with minor</p>	<p><u>Supported</u></p> <p><u>This measure is intended to improve local government staff and elected member conduct.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<p>recommendations related to the establishment of a specific office for local government oversight.</p>	<p>to order a local government to address non-compliance with the Act or Regulations.</p> <ul style="list-style-type: none"> The Inspector would be supported by a panel of Local Government Monitors (see item 1.2). The existing Local Government Standards Panel would be replaced with a new Conduct Panel (see item 1.3). Penalties for breaches to the Local Government Act and Regulations will be reviewed and are proposed to be generally strengthened (see item 1.4). These reforms would be supported by new powers to more quickly resolve issues within local government (see items 1.5 and 1.6). 	<p><i>behavioural complaints'</i> and therefore do not go as far as the Sector's recent request for an external oversight model for the independent assessment of local level complaints (State Council Res: 264.5/2021 – September 2021). However this will be mitigated with the Inspector able to respond to a Local Government having unresolved matters by appointing a monitor to assist the Local Government.</p> <p>It is expected the Local Government Inspector would be funded by the State Government, however it is noted that the cost of the Local Government Monitors and the Conduct Panel would be borne by the Local Government concerned.</p> <p>Recommendation</p> <ol style="list-style-type: none"> Support the proposed reforms as they align with the sectors position on external oversight and support. Request the Minister to explore alternate mechanisms for resolving local level complaints. 	
1.2 Local Government Monitors			
<ul style="list-style-type: none"> There are currently no legislative powers for the provision of monitors/ temporary advisors. The DLGSC provides support and advice to local governments, however there is no existing mechanism for pre-qualified, specialised assistance to manage 	<ul style="list-style-type: none"> A panel of Local Government Monitors would be established. Monitors could be appointed by the Inspector to go into a local government and try to resolve problems. The purpose of Monitors would be to proactively fix problems, rather than to identify blame or collect evidence. 	<p>As above</p>	<p><u>Supported</u></p> <p><u>This measure is intended to improve local government staff and elected member conduct.</u></p> <p><u>Hopefully would result in earlier intervention, so issues are</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<p>complex cases.</p>	<ul style="list-style-type: none"> • Monitors would be qualified specialists, such as: <ul style="list-style-type: none"> ○ Experienced and respected former Mayors, Presidents, and CEOs - to act as mentors and facilitators ○ Dispute resolution experts - to address the breakdown of professional working relationships ○ Certified Practicing Accountants and other financial specialists - to assist with financial management and reporting issues ○ Governance specialists and lawyers - to assist councils resolve legal issues ○ HR and procurement experts - to help with processes like recruiting a CEO or undertaking a major land transaction. • Only the Inspector would have the power to appoint Monitors. • Local governments would be able to make requests to the Inspector to appoint Monitors for a specific purpose. <p>Monitor Case Study 1 – Financial Management</p> <p>The Inspector receives information that a local government is not collecting rates correctly under the <i>Local Government Act 1995</i>. Upon initial review, the Inspector identifies that there may be a problem. The Inspector appoints a Monitor who specialises in financial management in local government. The Monitor visits the local government and identifies that the system used to manage rates is not correctly issuing rates notices. The</p>		<p><u>addressed before getting out of hand.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>Monitor works with the local government to rectify the error, and issue corrections to impacted ratepayers.</p> <p>Monitor Case Study 2 – Dispute Resolution</p> <p>The Inspector receives a complaint from one councillor that another councillor is repeatedly publishing derogatory personal attacks against another councillor on social media, and that the issue has not been able to be resolved at the local government level. The Inspector identifies that there has been a relationship breakdown between the two councillors due to a disagreement on council.</p> <p>The Inspector appoints a Monitor to host mediation sessions between the councillors. The Monitor works with the councillors to address the dispute. Through regular meetings, the councillors agree to a working relationship based on the council's code of conduct. After the mediation, the Monitor occasionally makes contact with both councillors to ensure there is a cordial working relationship between the councillors.</p>		
1.3 Conduct Panel			
<ul style="list-style-type: none"> The Local Government Standards Panel was established in 2007 to resolve minor breach complaints relatively quickly and provide the sector with guidance and benchmarks about acceptable standards of behaviour. Currently, the Panel makes findings about alleged breaches based on 	<ul style="list-style-type: none"> The Standards Panel is proposed to be replaced with a new Local Government Conduct Panel. The Conduct Panel would be comprised of suitably qualified and experienced professionals. Sitting councillors will not be eligible to serve on the Conduct Panel. The Inspector would provide evidence to the Conduct Panel for adjudication. 	As above	<u>Supported</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<p>written submissions.</p> <ul style="list-style-type: none"> The City of Perth Inquiry report made various recommendations that functions of the Local Government Standards Panel be reformed. 	<ul style="list-style-type: none"> The Conduct Panel would have powers to impose stronger penalties – potentially including being able to suspend councillors for up to three months, with an appeal mechanism. For very serious or repeated breaches of the Local Government Act, the Conduct Panel would have the power to recommend prosecution through the courts. Any person who is subject to a complaint before the Conduct Panel would have the right to address the Conduct Panel before the Panel makes a decision. 		
1.4 Review of Penalties			
<ul style="list-style-type: none"> There are currently limited penalties in the Act for certain types of non-compliance with the Local Government Act. 	<ul style="list-style-type: none"> Penalties for breaching the Local Government Act are proposed to be strengthened. It is proposed that the suspension of councillors (for up to three months) is established as the main penalty where a councillor breaches the Local Government Act or Regulations on more than one occasion. Councillors who are disqualified would not be eligible for sitting fees or allowances. They will also not be able to attend meetings, or use their official office (such as their title or council email address). It is proposed that a councillor who is suspended multiple times may become disqualified from office. Councillors who do not complete mandatory training within a certain 	<p><u>Current Local Government Position</u></p> <p>Items 1.4 and 1.5 <u>expand upon</u> Advocacy Position 2.6.9 - 'Stand Down Proposal'</p> <p><i>WALGA supports, in principle, a proposal for an individual elected member to be 'stood down' from their duties when they are under investigation, have been charged, or when their continued presence prevents Council from properly discharging its functions or affects the Council's reputation, subject to further policy development work being undertaken. Further policy development of the Stand Down Provisions must involve active consultation with WALGA and specific consideration of the following issues of concern to the Sector:</i></p> <ol style="list-style-type: none"> 1. That the Department of Local Government endeavour to ensure established principles of natural justice and procedural 	<p><u>Supported</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>timeframe will also not be able to receive sitting fees or allowances.</p>	<p><i>fairness are embodied in all aspects of the proposed Stand Down Provisions; and</i></p> <p>2. <i>That activities associated with the term ‘disruptive behaviour’, presented as reason to stand down a defined Elected Member on the basis their continued presence may make a Council unworkable, are thoroughly examined and clearly identified to ensure there is awareness, consistency and opportunity for avoidance.</i></p> <p>Comment The Local Government sector has long-standing advocacy positions supporting stronger penalties as a deterrent to disruptive Council Member behaviours. Clear guidance will be required to ensure there is consistent application of the power given to Presiding Members.</p> <p>Recommendation</p> <p>Supported</p>	
1.5 Rapid Red Card Resolutions			
<ul style="list-style-type: none"> Currently, local governments have different local laws and standing orders that govern the way meetings run. Presiding members (Mayors and Presidents) are reliant on the powers provided in the local government standing orders local laws. Differences between local governments is a source of confusion about the powers that presiding members have to deal 	<ul style="list-style-type: none"> It is proposed that Standing Orders are made consistent across Western Australia (see item 2.6). Published recordings of all meetings would also become standard (item 3.1). It is proposed that Presiding Members have the power to “red card” any attendee (including councillors) who unreasonably and repeatedly interrupt council meetings. This power would: <ul style="list-style-type: none"> Require the Presiding Member to issue a clear first warning 	As above	<u>Supported</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<p>with disruptive behaviours at council meetings.</p> <ul style="list-style-type: none"> Disruptive behaviour at council meetings is a very common cause of complaints. Having the Presiding Member be able to deal with these problems should more quickly resolve problems that occur at council meetings. 	<ul style="list-style-type: none"> If the disruptions continue, the Presiding Member will have the power to “red card” that person, who must be silent for the rest of the meeting. A councillor issued with a red card will still vote, but must not speak or move motions If the person continues to be disruptive, the Presiding Member can instruct that they leave the meeting. Any Presiding Member who uses the “red card” or ejection power will be required to notify the Inspector. Where an elected member refuses to comply with an instruction to be silent or leave, or where it can be demonstrated that the presiding member has not followed the law in using these powers, penalties can be imposed through a review by the Inspector. 		
1.6 Vexatious Complaint Referrals			
<ul style="list-style-type: none"> No current provisions. The Act already provides a requirement for Public Question Time at council meetings. 	<ul style="list-style-type: none"> Local governments already have a general responsibility to provide ratepayers and members of the public with assistance in responding to queries about the local government’s operations. Local governments should resolve queries and complaints in a respectful, transparent and equitable manner. Unfortunately, local government resources can become unreasonably diverted when a person makes repeated vexatious queries, especially after a local government has already provided a 	<p><u>Current Local Government Position</u> Item 1.6 <u>expands upon</u> Advocacy Position 2.6.11 – ‘Vexatious complainants in relation to FOI applications’ <i>WALGA advocates for the Freedom of Information Act 1992 (WA) to be reviewed, including consideration of:</i></p> <ol style="list-style-type: none"> <i>Enabling the Information Commissioner to declare vexatious applicants similar to the provisions of section 114 of the Right to Information Act 2009 (QLD);</i> <i>Enabling an agency to recover reasonable</i> 	<u>Supported</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>substantial response to the person's query.</p> <ul style="list-style-type: none"> It is proposed that if a person makes repeated complaints to a local government CEO that are vexatious, the CEO will have the power to refer that person's complaints to the Inspectorate, which after assessment of the facts may then rule the complaint vexatious. 	<p><i>costs incurred through the processing of a Freedom of Information access application where the application is subsequently withdrawn; and</i></p> <p>3. <i>Modernisation to address the use of electronic communications and information.</i></p> <p>Comment</p> <p>The Act has been expanded significantly in recent years to permit an increased level of public involvement, scrutiny and access to information relating to the decisions, operations and affairs of Local Government in WA. Introducing a means to limit capacity for unreasonable complainants to negatively impact Local Governments will provide a necessary balance between the openness and transparency of the sector and the reasonable entitlement of citizens to interact with their Local Government.</p> <p>Recommendation</p> <p>Supported</p>	

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
1.7 Minor Other Reforms			
<ul style="list-style-type: none"> Other minor reforms are being considered to enhance the oversight of local government. <p>Ministerial Circulars have traditionally been used to provide guidance to the local government sector.</p>	<ul style="list-style-type: none"> Potential other reforms to strengthen guidance for local governments are being considered. For example, one option being considered is the potential use of sector-wide guidance notices. Guidance notices could be published by the Minister or Inspector, to give specific direction for how local governments should meet the requirements of the Local Government Act and Regulations. For instance, the Minister could publish guidance notices to clarify the process for how potential conflicts of interests should be managed. <p>It is also proposed (see item 1.1) that the Inspector has the power to issue notices to individual local governments to require them to rectify non-compliance with the Act or Regulations.</p>	<p><u>Current Local Government Position</u></p> <p>Item 1.7 aligns with Advocacy Position 2.6 - 'Support DLGSC as service provider / capacity builder'</p> <p><i>WALGA supports the continuance of the Department of Local Government, Sport and Cultural Industries as a direct service provider of compliance and recommend the Department fund its capacity building role through the utilisation of third party service providers. In addition, WALGA calls on the State Government to ensure there is proper resourcing of the Department of Local Government, Sport and Cultural Industries to conduct timely inquiries and interventions when instigated under the provisions of the Local Government Act 1995.</i></p> <p>Comment</p> <p>Operational guidance from the Department of Local Government, Sport and Cultural Industries leads to consistent understanding and application of statutory provisions by Local Government. The proposed reform that the Inspector issue non-compliance notices appears to replicate the Minister's powers under Section 9.14A – 'Notice to prevent continuing contravention'</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported</u></p>

Theme 2: Reducing Red Tape, Increasing Consistency and Simplicity

CURRENT REQUIREMENTS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
2.1 Resource Sharing			
<ul style="list-style-type: none"> The Act does not currently include specific provisions to allow for certain types of resource sharing – especially for sharing CEOs. Regional local governments would benefit from having clearer mechanisms for voluntary resource-sharing. 	<ul style="list-style-type: none"> Amendments are proposed to encourage and enable local governments, especially smaller regional local governments, to share resources, including Chief Executive Officers and senior employees. Local governments in bands 2, 3 or 4 would be able to appoint a shared CEO at up to two salary bands above the highest band. For example, a band 3 and a band 4 council sharing a CEO could remunerate to the level of band 1. 	<p><u>Current Local Government Position</u></p> <p>Item 2.1 aligns with Advocacy Position 2.6 – Local Government Legislation – ‘<i>Avoid red tape and ‘de-clutter’ the extensive regulatory regime that underpins the Local Government Act</i>’ and Advocacy Position 2.3.1 - ‘Regional Collaboration’.</p> <p><i>Local Governments should be empowered to form single and joint subsidiaries, and beneficial enterprises. In addition, compliance requirements of Regional Councils should be reviewed and reduced.</i></p> <p>Comment</p> <p>The proposed reforms will rely upon statutory provisions that enable and enhance regional collaboration. Recent over-regulation of Regional Subsidiaries in 2016 resulted in no subsidiaries being formed since that time.</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported</u></p>
2.2 Standardisation of Crossovers			
<ul style="list-style-type: none"> Approvals and standards for crossovers (the section of driveways that run between the kerb and private property) are inconsistent between local government areas, often with very 	<ul style="list-style-type: none"> It is proposed to amend the <i>Local Government (Uniform Local Provisions) Regulations 1996</i> to standardise the process for approving crossovers for residential properties and residential developments on local roads. 	<p><u>Current Local Government Position</u></p> <p>Comment</p> <p>WALGA developed the Template Crossover Guideline and Specification resource in 2017 and have been part of the Minister’s</p>	<p><u>Supported</u></p>

CURRENT REQUIREMENTS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<p>minor differences.</p> <ul style="list-style-type: none"> This can create confusion and complexity for homeowners and small businesses in the construction sector. 	<ul style="list-style-type: none"> A Crossover Working Group has provided preliminary advice to the Minister and DLGSC to inform this. The DLGSC will work with the sector to develop standardised design and construction standards. 	<p>working group on red tape reduction that has been looking at standardisation of crossovers.</p> <p>Recommendation</p> <p>Supported</p>	
2.3 Introduce Innovation Provisions			
<ul style="list-style-type: none"> The <i>Local Government Act 1995</i> currently has very limited provisions to allow for innovations and responses to emergencies to (such as the Shire of Bruce Rock Supermarket). 	<ul style="list-style-type: none"> New provisions are proposed to allow exemptions from certain requirements of the <i>Local Government Act 1995</i>, for: <ul style="list-style-type: none"> Short-term trials and pilot projects Urgent responses to emergencies. 	<p><u>Current Local Government Position</u></p> <p>There is currently no advocacy position in relation to Item 2.3.</p> <p>Comment</p> <p>It is arguable communities expect all levels of Government will apply innovative solutions to complex and emerging issues difficult to resolve by traditional means. Exemptions constructed with appropriate checks and balances, particularly where expenditure of public funds are concerned, has potential to facilitate efficient and effective outcomes.</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported</u></p>
2.4 Streamline Local Laws			
<ul style="list-style-type: none"> Local laws are required to be reviewed every eight years. The review of local laws (especially when they are standard) has been identified as a burden for the sector. Inconsistency between local laws is frustrating for residents and business stakeholders. 	<ul style="list-style-type: none"> It is proposed that local laws would only need to be reviewed by the local government every 15 years. Local laws not reviewed in the timeframe would lapse, meaning that old laws will be automatically removed and no longer applicable. Local governments adopting Model Local 	<p><u>Current Local Government Position</u></p> <p>Items 2.4, 2.5 and 2.6 expand upon Advocacy Position 2.6.35 - 'Local law-making process should be simplified'.</p> <p><i>The Local Law making process should be simplified as follows:</i></p> <ul style="list-style-type: none"> <i>The requirement to give state-wide notice should be reviewed, with consideration</i> 	<p><u>Supported</u></p>

CURRENT REQUIREMENTS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>Laws will have reduced advertising requirements.</p>	<p><i>given to Local Governments only being required to provide local public notice;</i></p> <ul style="list-style-type: none"> • <i>Eliminate the requirement to consult on local laws when a model is used;</i> • <i>Consider deleting the requirement to review local laws periodically. Local Governments, by administering local laws, will determine when it is necessary to amend or revoke a local law; and</i> • <i>Introduce certification of local laws by a legal practitioner in place of scrutiny by Parliament's Delegated Legislation Committee.</i> <p>Comment Proposed reforms meet the Sector's preference for simplified local law-making processes. Model local laws are supported, whilst recognising the models themselves will require review by State Government departments with the relevant head of power. For example, the Model Local Law (Standing Orders) 1998 formed the basis of many Local Government meeting procedures local laws but no review was completed. This model was superseded by individual local laws with added contemporary provisions. This pattern will repeat itself if model local laws are not reviewed to remain contemporary to the Sector's requirements.</p> <p>Recommendation</p> <p>Supported</p>	

CURRENT REQUIREMENTS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
2.5 Simplifying Approvals for Small Business and Community Events			
<ul style="list-style-type: none"> Inconsistency between local laws and approvals processes for events, street activation, and initiatives by local businesses is frustrating for business and local communities. 	<ul style="list-style-type: none"> Proposed reforms would introduce greater consistency for approvals for: <ul style="list-style-type: none"> alfresco and outdoor dining minor small business signage rules running community events. 	As above	<u>Supported</u>
2.6 Standardised Meeting Procedures, Including Public Question Time			
<ul style="list-style-type: none"> Local governments currently prepare individual standing order local laws. The <i>Local Government Act 1995</i> and regulations require local governments to allocate time at meetings for questions from the public. Inconsistency among the meeting procedures between local governments is a common source of complaints. 	<ul style="list-style-type: none"> To provide greater clarity for ratepayers and applicants for decisions made by council, it is proposed that the meeting procedures and standing orders for all local government meetings, including for public question time, are standardised across the State. Regulations would introduce standard requirements for public question time, and the procedures for meetings generally. Members of the public across all local governments would have the same opportunities to address council and ask questions. 	As above	<u>Supported</u>
2.7 Regional Subsidiaries			
<ul style="list-style-type: none"> Initiatives by multiple local governments may be managed through formal Regional Councils, or through less formal “organisations of councils”, such as NEWROC and WESROC. These initiatives typically have to be managed by a lead local government. 	<ul style="list-style-type: none"> Work is continuing to consider how Regional Subsidiaries can be best established to: <ul style="list-style-type: none"> Enable Regional Subsidiaries to provide a clear and defined public benefit for people within member local governments Provide for flexibility and innovation while ensuring appropriate 	<p><u>Current Local Government Position</u></p> <p>Item 2.7 <u>aligns</u> with Advocacy Position 2.3.1 - ‘Regional Collaboration’</p> <p><i>Local Governments should be empowered to form single and joint subsidiaries, and beneficial enterprises. In addition, compliance requirements of Regional Councils should be reviewed and reduced.</i></p>	<p><u>Supported</u></p> <p><u>On the basis that the member Councils have greater control over the entity.</u></p> <p><u>Better alternative to Regional LGs (SMRC model).</u></p>

CURRENT REQUIREMENTS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<ul style="list-style-type: none"> In 2016-17, provisions were introduced to allow for the formation of Regional Subsidiaries. Regional Subsidiaries can be formed in line with the <i>Local Government (Regional Subsidiaries) Regulations 2017</i>. So far, no Regional Subsidiary has been formed. 	<p>transparency and accountability of ratepayer funds</p> <ul style="list-style-type: none"> Where appropriate, facilitate financing of initiatives by Regional Subsidiaries within a reasonable and defined limit of risk Ensure all employees of a Regional Subsidiary have the same employment conditions as those directly employed by member local governments. 	<p>Comment</p> <p>Under the Regional Subsidiary model, two or more Local Governments are able to establish a regional subsidiary to undertake a shared service function on behalf of its constituent Local Governments. The model provides increased flexibility when compared to the Regional Local Government model because regional subsidiaries are primarily governed and regulated by a charter rather than legislation. While the regional subsidiary model's governance structure is primarily representative, the model also allows independent and commercially focussed directors to be appointed to the board of management.</p> <p>A key advantage of the regional subsidiary model is the use of a charter, as opposed to legislation, as the primary governance and regulatory instrument. Accordingly, the legislative provisions governing the establishment of regional subsidiaries should be light, leaving most of the regulation to the regional subsidiary charter, which can be adapted to suit the specific circumstances of each regional subsidiary.</p> <p>Recommendation</p> <p>Supported</p>	

Theme 3: Greater Transparency & Accountability

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
3.1 Recordings and Live-Streaming of All Council Meetings			
<ul style="list-style-type: none"> Currently, local governments are only required to make written minutes of meetings. While there is no legal requirement for livestreaming or video or audio recording of council meetings, many local governments now stream and record their meetings. Complaints relating to behaviours and decisions at meetings constitute a large proportion of complaints about local governments. Local governments are divided into bands with the largest falling in bands 1 and 2, and smaller local governments falling bands 3 and 4. The allocation of local governments into bands is determined by The Salaries and Allowances Tribunal based on factors¹ such as: <ul style="list-style-type: none"> Growth and development Strategic planning issues Demands and diversity of services provided to the community Total expenditure Population 	<ul style="list-style-type: none"> It is proposed that all local governments will be required to record meetings. Band 1 and 2 local governments would be required to livestream meetings, and make video recordings available as public archives. Band 1 and 2 are larger local governments are generally located in larger urban areas, with generally very good telecommunications infrastructure, and many already have audio-visual equipment. Band 1 and 2 local governments would be required to livestream meetings, and make video recordings available as public archives. Several local governments already use platforms such as YouTube, Microsoft Teams, and Vimeo to stream and publish meeting recordings. Limited exceptions would be made for meetings held outside the ordinary council chambers, where audio recordings may be used. Recognising their generally smaller scale, typically smaller operating budget, and potential to be in more remote locations, band 3 and 4 local governments would be 	<p><u>Current Local Government Position</u></p> <p>Item 3.1 <u>expands upon</u> Advocacy Position 2.6 – ‘Promote a size and scale compliance regime’ and Advocacy Position 2.6.31 - ‘Attendance at Council Meetings by Technology’</p> <p><i>A review of the ability of Elected Members to log into Council meetings should be undertaken.</i></p> <p>Comment</p> <p>Local Governments introducing electronic meeting procedures and the means for remote public attendance in response to the COVID-19 pandemic led to a swift uptake of streaming Council meetings. The proposed reform that Band 1 and 2 Local Governments will only be problematic where technical capability such as reliable bandwidth impact the district.</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Elected member feedback sought.</u></p> <p><u>The Town is classified as a Band 3 local government. Therefore, under this proposal, audio recordings of the meeting would need to be made publicly available after each meeting.</u></p> <p><u>Reason: Council believes its current system works well (meeting minutes), and unnecessary additional expenses would be incurred to introduce the recording and storage of all formal meetings.</u></p>

¹ See page 3 of the [2018 Salaries and Allowance Tribunal Determination](#)

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<ul style="list-style-type: none"> ○ Staffing levels. 	<p>required to record and publish audio recordings, at a minimum. These local governments would still be encouraged to livestream or video record meetings.</p> <ul style="list-style-type: none"> ● All council meeting recordings would need to be published at the same time as the meeting minutes. Recordings of all confidential items would also need to be submitted to the DLGSC for archiving. 		
3.2 Recording All Votes in Council Minutes			
<ul style="list-style-type: none"> ● A local government is only required to record which councillor voted for or against a motion in the minutes of that meeting if a request is made by an elected member at the time of the resolution during the meeting. ● The existing provision does not mandate transparency. 	<ul style="list-style-type: none"> ● To support the transparency of decision-making by councillors, it is proposed that the individual votes cast by all councillors for all council resolutions would be required to be published in the council minutes, and identify those for, against, on leave, absent or who left the chamber. ● Regulations would prescribe how votes are to be consistently minuted. 	<p>Current Local Government Position There is currently no advocacy position in relation to Item 3.2.</p> <p>Comment There is an evolving common practice that Council Minutes record the vote of each Council Member present at a meeting.</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Council has previously voted on a similar proposal at its Ordinary meeting held on the 13 December 2016 and was not supported (Lost 7/2).</u></p> <p><u>The Act already provides the ability for an elected member to request their vote (In support or not) and name be recorded in the minutes.</u></p> <p><u>Reason:</u> <u>Elected members currently have the option to request that their vote be recorded.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
3.3 Clearer Guidance for Meeting Items that may be Confidential			
<ul style="list-style-type: none"> The Act currently provides broad definitions of what type of matters may be discussed as a confidential item. There is limited potential for review of issues managed as confidential items under the current legislation. 	<ul style="list-style-type: none"> Recognising the importance of open and transparent decision-making, it is considered that confidential meetings and confidential meeting items should only be used in limited, specific circumstances. It is proposed to make the Act more specific in prescribing items that may be confidential, and items that should remain open to the public. Items not prescribed as being confidential could still be held as confidential items only with the prior written consent of the Inspector. All confidential items would be required to be audio recorded, <u>with those recordings submitted to the DLGSC.</u> 	<p><u>Current Local Government Position</u></p> <p>There is currently no advocacy position in relation to Item 3.3.</p> <p>Comment</p> <p>Clarifying the provisions of the Act has broad support within the sector. New reforms requiring Local Governments to video or audio record Council meetings (Item 3.1) will add to the formal record of proceedings that includes written Minutes. While being supported, the requirement to provide audio recordings of confidential matters to the DLGSC is queried on the basis that written and audio records can be readily accessed from a Local Government if required.</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported</u></p> <p><u>Not sure why the DLGSC would want a copy of each confidential recording, as long as a copy is kept, and made available to the Auditors or DLGSC on request?</u></p> <p><u>Also, all confidential decisions are published in the meeting minutes.</u></p> <p><u>Given the potential number of LG confidential items across the state in a year, DLGSC would receive a large volume of recordings, requiring extensive storage space (GB).</u></p>
3.4 Additional Online Registers			
<ul style="list-style-type: none"> Local governments are required to provide information to the community through annual reports, council minutes and the publication of information online. Consistent online publication of information can substitute for certain material in annual reports. Consistency in online reporting across the sector will provide ratepayers with better information. These registers supplement the simplification of financial 	<ul style="list-style-type: none"> It is proposed to require local governments to report specific information in online registers on the local government's website. Regulations would prescribe the information to be included. <p>The following new registers, each updated quarterly, are proposed:</p> <ul style="list-style-type: none"> Lease Register to capture information about the leases the local government is party to (either as lessor or lessee) Community Grants Register to 	<p><u>Current Local Government Position</u></p> <p>There is currently no advocacy position in relation to Item 3.4.</p> <p>Comment</p> <p>This proposal follows recent Act amendments that ensure a range of information is published on Local Government websites. WALGA has sought clarity that the contracts register excludes contracts of employment.</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported</u></p> <p><u>The Town already maintains a register of all leased properties, contracts and interest disclosures, Annual & Primary Returns.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
statements in Theme 6.	<p>outline all grants and funding provided by the local government</p> <ul style="list-style-type: none"> ○ Interests Disclosure Register which collates all disclosures made by elected members about their interests related to matters considered by council ○ Applicant Contribution Register accounting for funds collected from applicant contributions, such as cash-in-lieu for public open space and car parking ○ Contracts Register that discloses all contracts above \$100,000. 		
3.5 Chief Executive Officer Key Performance Indicators (KPIs) be Published			
<ul style="list-style-type: none"> • It is a requirement of the <i>Local Government Act 1995</i> that CEO performance reviews are conducted annually. • The Model Standards for CEO recruitment and selection, performance review and termination require that a local government must review the performance of the CEO against contractual performance criteria. • Additional performance criteria can be used for performance review by agreement between both parties. 	<ul style="list-style-type: none"> • To provide for minimum transparency, it is proposed to mandate that the KPIs agreed as performance metrics for CEOs: <ul style="list-style-type: none"> ○ Be published in council meeting minutes as soon as they are agreed prior to (before the start of the annual period) ○ The KPIs and the results be published in the minutes of the performance review meeting (at the end of the period) ○ The CEO has a right to provide written comments to be published alongside the KPIs and results to provide context as may be appropriate (for instance, the impact of events in that year that may have influenced the results against KPIs). 	<p><u>Current Local Government Position</u> There is currently no advocacy position in relation to Item 3.5.</p> <p><u>Comment</u> In principle, this proposal has some merit and would be particularly effective if all CEO KPIs consistently reflect Strategic Community Plans and Corporate Business Plans of Local Governments, together with KPIs reflective of the CEO's statutory functions under Section 5.41 of the Act. This approach would inform the community of the CEO's performance related to the strategic direction and operational function of the Local Government.</p> <p>In practice, the drafting of statutory provisions will require sensitive consideration of certain KPIs i.e. those relating to issues affecting the workplace or</p>	<p><u>In line with WALGA's position on this matter, general feedback provided by elected members was they supported publishing KPIs that relate directly to the Strategic Community Plan & Corporate Business Plan, but not the results of the annual performance assessment.</u></p> <p><u>Reason:</u></p> <ul style="list-style-type: none"> • <u>Performance reviews should be confidential and non-threatening.</u> • <u>Relationship between Council and CEO is built on trust.</u> • <u>No benefit to either party to publish results of annual review</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
		<p>identified risk-based concerns, to reflect the way Audit Committees currently deal with some internal control, risk and legislative compliance issues confidentially. This approach will protect the interests of Local Governments and other parties associated with such KPIs. It would be prudent for exemptions to be provided, based on matters of confidentiality.</p> <p>The proposed reforms and recent Act amendments signal a clear intent to permit closer community involvement and scrutiny of Local Government. However, negative consequences are likely if Local Government Council's responsibility as the employing authority of the CEO became blurred due to perceived community entitlement to comment, question and influence KPIs and the performance review process.</p> <p>Additionally, the publication of CEO KPI's will elevate this employment position to a high degree of public scrutiny seldom evident in the public or private sector, if at all. It is worth investigating whether the proposed reforms considered whether this factor could impact on the recruitment of CEO's, particularly from outside the Local Government sector.</p> <p>The results of performance reviews should be confidential information between the employer and employee and should not be published and should remain within the confidential human resource records of the organisation.</p>	<ul style="list-style-type: none"> • <u>Any recommended improvements should be worked through together, not public information</u> • <u>Could be counterproductive if taken out of context</u> • <u>May inhibit feedback</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
		<p>Recommendation</p> <ol style="list-style-type: none"> 1. Conditionally Support the reporting of CEO KPIs that are consistent with the strategic direction and operational function of the Local Government, subject to exemptions for publishing KPI's of a confidential nature; 2. Do not support the results of performance reviews being published. 	

Theme 4: Stronger Local Democracy and Community Engagement

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
4.1 Community and Stakeholder Engagement Charters			
<ul style="list-style-type: none"> • There is currently no requirement for local governments to have a specific engagement charter or policy. • Many local governments have introduced charters or policies for how they will engage with their community. • Other States have introduced a specific requirement for engagement charters. 	<ul style="list-style-type: none"> • It is proposed to introduce a requirement for local governments to prepare a community and stakeholder engagement charter which sets out how local government will communicate processes and decisions with their community. • A model Charter would be published to assist local governments who wish to adopt a standard form. 	<p><u>Current Local Government Position</u></p> <p>Items 4.1 and 4.2 <u>generally align</u> with Advocacy Position 2.6.34 - ‘Support responsive, aspirational and innovative community engagement principles’</p> <p><i>The Local Government sector supports:</i></p> <ol style="list-style-type: none"> 1. <i>Responsive, aspirational and innovative community engagement principles</i> 2. <i>Encapsulation of aims and principles in a community engagement policy, and</i> 3. <i>The option of hosting an Annual Community Meeting to present on past performance and outline future prospects and plans.</i> <p>Comment</p> <p>As indicated in Item 4.1 commentary, many Local Governments have already developed stakeholder engagement charters, or similar engagement strategies, that reflect their unique communities of interest. The development of guidance by the DLGSC, based on standards such as the International Standard for Public Participation practice, is supported in favour of taking a prescriptive approach or conducting a survey for the sake of a survey.</p> <p>Item 4.2 has potential to provide benchmarking of community satisfaction levels across Band 1 and 2 Local</p>	<p><u>Supported - the Town already has developed an Engagement Plan and Calendar.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
		Governments. Recommendation Supported	
4.2 Ratepayer Satisfaction Surveys (Band 1 and 2 local governments only)			
<ul style="list-style-type: none"> Many local governments already commission independent surveying consultants to hold a satisfaction survey of residents/ratepayers. These surveys provide valuable data on the performance of local governments. 	<ul style="list-style-type: none"> It is proposed to introduce a requirement that every four years, all local governments in bands 1 and 2 hold an independently-managed ratepayer satisfaction survey. Results would be required to be reported publicly at a council meeting and published on the local government's website. All local governments would be required to publish a response to the results. 	As above	<p><u>Proposal not applicable - only applies to band 1 & 2 local governments.</u></p> <p><u>However, the Town currently surveys the community every 2 years (Community Perception (Scorecard) Survey)</u></p>
4.3 Introduction of Preferential Voting			
<ul style="list-style-type: none"> The current voting method for local government elections is first past the post. The existing first-past-the-post does not allow for electors to express more than one preference. The candidate with the most votes wins, even if that candidate does not have a majority. Preferential voting better captures the precise intentions of voters and as a result may be regarded as a fairer and more representative system. Voters have more specific 	<ul style="list-style-type: none"> Preferential voting is proposed be adopted as the method to replace the current first past the post system in local government elections. In preferential voting, voters number candidates in order of their preferences. Preferential voting is used in State and Federal elections in Western Australia (and in other states). This provides voters with more choice and control over who they elect. All other states use a form of preferential voting for local government. 	<p><u>Current Local Government Position</u> Item 4.3 <u>does not align</u> with Advocacy Position 2.5.1 – ‘First Past the Post voting system’ <i>The Local Government sector supports:</i></p> <ol style="list-style-type: none"> Four year terms with a two year spill Greater participation in Local Government elections The option to hold elections through: <ul style="list-style-type: none"> Online voting Postal voting, and In-person voting Voting at Local Government elections to be voluntary 	<p><u>General consensus from elected member feedback was in line with WALGA’s position, not to support proposed change.</u></p> <p><u>Maintain first-past-the-post</u></p> <p><u>Reason:</u> <u>The preferential voting system would add unnecessary complexity to the election process</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
choice.		<p>5. <i>The first past the post method of counting votes</i></p> <p>Comment</p> <p>It should be noted that the sector's advocacy against compulsory voting and "All in All out" 4 year terms has been successful and these items are not included in the reform proposals.</p> <p>The introduction of preferential voting will be a return to the system of voting prior to the <i>Local Government Act 1995</i>. The Local Government Advisory Board reported on voting systems in 2006 (<i>Local Government Structural Reform in Western Australia: Ensuring the Future Sustainability of Communities</i>) and provided the following comments in support of both first past the post voting and preferential voting:</p> <p><i>'Comments in support of retaining first past the post include:</i></p> <ul style="list-style-type: none"> • <i>Quick to count. Preferential voting is time consuming to count.</i> • <i>Easily understood.</i> • <i>Removes politics out of campaigning. Preferential will encourage alliances formed for the distribution of preferences and party politics into local government.</i> • <i>Preferential voting allows election rigging through alliances or 'dummy' candidates.</i> • <i>In a preferential system, the person that receives the highest number of first preference votes does not necessarily get elected.'</i> <p><i>'Comments in support of replacing first past the post include:</i></p> <ul style="list-style-type: none"> • <i>Preferential voting is more democratic and</i> 	

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
		<p><i>removes an area of confusion.</i></p> <ul style="list-style-type: none"> • <i>Preferential voting ensures that the most popular candidates are elected who best reflect the will of the voters.</i> • <i>Preferential system should be introduced. In FPP elections, candidates work together to get votes for each other. Preferential would make it more difficult for this practice to take place.</i> • <i>FPP does not adequately reflect the wishes of electors when there are three candidates or more.</i> • <i>FPP is unsuitable when there is more than one vacancy.</i> • <i>Allows for a greater representation from a range of interest groups and prevents domination of elections by mainstream party politics.'</i> <p>The Sector supports first past the post voting for its simplicity and fundamental apolitical nature, therefore the proposed reforms are not supported. Feedback is sought to ensure the advocacy position for first past the post elections remains the preferred option.</p> <p>Recommendation Not currently supported - Local Government feedback requested</p>	
4.4 Public Vote to Elect the Mayor and President			
<ul style="list-style-type: none"> • The Act currently allows local governments to have the Presiding Member (the Mayor or President) elected either: <ul style="list-style-type: none"> ○ by the electors of the district 	<ul style="list-style-type: none"> • Mayors and Presidents of all local governments perform an important public leadership role within their local communities. • Band 1 and 2 local governments generally 	<p>Current Local Government Position</p> <p>Item 4.4 <u>does not align</u> with Advocacy Position 2.5.2 - 'Election of Mayors and Presidents be at the discretion of Local</p>	<p><u>N/A – only impacts Band 1 & 2 Local Governments.</u></p> <p><u>Also, the Mayor is currently elected directly by the electors.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<p>through a public vote; or</p> <ul style="list-style-type: none"> ○ by the council as a resolution at a council meeting. 	<p>have larger councils than those in bands 3 and 4.</p> <ul style="list-style-type: none"> • Accordingly, it is proposed that the Mayor or President for all band 1 and 2 councils is to be elected through a vote of the electors of the district. Councils in bands 3 and 4 would retain the current system. • A number of Band 1 and Band 2 councils have already moved towards Public Vote to Elect the Mayor and President in recent years, including City of Stirling and City of Rockingham. 	<p>Government.'</p> <p><i>Local Governments should determine whether their Mayor or President will be elected by the Council or elected by the community.</i></p> <p>Comment There are 43 Band 1 and 2 Local Governments with 22 popularly electing the Mayor or President: Band 1 - 15 Band 2 - 7</p> <p>The remaining 21 Local Governments have a Council-elected Mayor or President. The cited examples of the City of Rockingham and City of Stirling electors determining by referendum to change the process for electing the Mayor are examples of the current system working as intended. There is no evidence of elector support for uniform direct election of Mayors.</p> <p>Recommendation</p> <p>Not currently supported - Local Government feedback requested</p>	
4.5 Tiered Limits on the Number of Councillors			
<ul style="list-style-type: none"> • The number of councillors (between 5-15 councillors) is decided by each local government, reviewed by the Local Government Advisory Board, and if approved by the Minister. 	<ul style="list-style-type: none"> • It is proposed to limit the number of councillors based on the population of the entire local government. • Some smaller local governments have already been moving to having smaller councils to reduce costs for ratepayers. 	<p><u>Current Local Government Position</u></p> <p>Item 4.5 <u>does not align</u> with Advocacy Position 2.5.1 – ‘<i>Councils consist of between six and 15 (including the Mayor/President)</i>’</p> <p><i>Local Governments being enabled to</i></p>	<p><u>The proposed change would have no impact on the Town.</u></p> <p><u>Approx. population 8,000</u> <u>9 Elected Members including Mayor</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<ul style="list-style-type: none"> The Panel Report recommended electoral reforms to improve representativeness. 	<ul style="list-style-type: none"> The Local Government Panel Report proposed: <ul style="list-style-type: none"> For a population of up to 5,000 – five councillors (including the President) population of between 5,000 and 75,000 – five to nine councillors (including the Mayor/President) population of above 75,000 – nine to fifteen councillors (including Mayor). 	<p><i>determine the number of Elected Members required on the Council between six and 15 (including the Mayor/President)</i></p> <p>Comment</p> <p>The proposed reform to restrict Local Governments with populations under 5,000 to 5 Council Members does not reflect the varied communities of interest within this grouping. Some Local Governments are essentially regional centres such as the Shires of Katanning (9), Dandaragan (9), Merredin (9), Moora (9) and Northampton (9) (current Councillor numbers bracketed). Local Governments such as the Shire of Ngaanyatjarraku (9) manage substantial land areas, manage isolated communities such as the Shire of Meekatharra (7) and culturally diverse communities such as the Shire of Christmas Island (9). Some Local Governments with populations up to 5,000 warrant a greater number of Councillors to effectively share the representative role that Council Members play within their communities.</p> <p>The additional proposed reforms in population categories over 5,000 generally reflect the current Councillor numbers.</p> <p>Recommendation</p> <p>Recommend 5 to 7 Council Members for populations up to 5,000 and support the remaining proposed reforms.</p>	

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
4.6 No Wards for Small Councils (Band 3 and 4 Councils only)			
<ul style="list-style-type: none"> A local government can make an application to be divided into wards, with councillors elected to those wards. Only about 10% of band 3 and 4 local governments currently have wards. 	<ul style="list-style-type: none"> It is proposed that the use of wards for councils in bands 3 and 4 is abolished. Wards increase the complexity of elections, as this requires multiple versions of ballot papers to be prepared for a local government's election. In smaller local governments, the population of wards can be very small. These wards often have councillors elected unopposed, or elect a councillor with a very small number of votes. Some local governments have ward councillors elected with less than 50 votes. There has been a trend in smaller local governments looking to reduce the use of wards, with only 10 councils in bands 3 and 4 still having wards. 	<p><u>Current Local Government Position</u> There are no advocacy positions in relation to Items 4.6, 4.7, 4.8 or 4.9.</p> <p><u>Comment</u> The proposed reform to discontinue wards in Band 3 and 4 Local Governments brings alignment with the majority and provides that affected Local Governments will no longer have to conduct 8 year ward reviews or make representation to the Local Government Advisory Board to revert to a no wards system.</p> <p>Remaining proposed reforms will improve and clarify election processes.</p> <p><u>Recommendation</u></p> <p>Supported</p>	<p><u>Council feedback sought.</u></p> <p><u>This matter was previously considered by Council at its November 2016 OCM and resolved as follows</u></p> <p><i>That Council recommends to the Local Government Advisory Board that the status quo remain in place until the next review in 8 years' time, as it believes the current ward system and representation numbers best represent the community</i></p> <p><u>Reason:</u></p> <ul style="list-style-type: none"> <u>ward representation provides a point of contact for residents, more customer focused</u> <u>having to campaign the whole of the Town may deter prospective candidates</u> <u>each of the Town's Wards represent different issues for its respective residents.</u> <u>the Town has a unique location and size</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
4.7 Electoral Reform – Clear Lease Requirements for Candidate and Voter Eligibility			
<ul style="list-style-type: none"> • A person with a lease in a local government district is eligible to nominate as a candidate in that district. • A person with a lease in a local government district is eligible to apply to vote in that district. • The City of Perth Inquiry Report identified a number of instances where dubious lease arrangements put to question the validity of candidates in local government elections, and subsequently their legitimacy as councillors. 	<ul style="list-style-type: none"> • Reforms are proposed to prevent the use of “sham leases” in council elections. Sham leases are where a person creates a lease only to be able to vote or run as a candidate for council. • The City of Perth Inquiry Report identified sham leases as an issue. • Electoral rules are proposed to be strengthened: <ul style="list-style-type: none"> ○ A minimum lease period of 12 months will be required for anyone to register a person to vote or run for council. ○ Home based businesses will not be eligible to register a person to vote or run for council, because any residents are already the eligible voter(s) for that address. ○ Clarifying the minimum criteria for leases eligible to register a person to vote or run for council. • The reforms would include minimum lease periods to qualify as a registered business (minimum of 12 months), and the exclusion of home based businesses (where the resident is already eligible) and very small sub-leases. • The basis of eligibility for each candidate (e.g. type of property and suburb of property) is proposed to be published, including in the candidate pack for electors. 	As above	<u>Supported</u>
4.8 Reform of Candidate Profiles			

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
<ul style="list-style-type: none"> Candidate profiles can only be 800 characters, including spaces. This is equivalent to approximately 150 words. 	<ul style="list-style-type: none"> Further work will be undertaken to evaluate how longer candidate profiles could be accommodated. Longer candidate profiles would provide more information to electors, potentially through publishing profiles online. It is important to have sufficient information available to assist electors make informed decisions when casting their vote. 	As above	<u>Supported</u>
4.9 Minor Other Electoral Reforms			
<ul style="list-style-type: none"> Other minor reforms are proposed to improve local government elections. 	<ul style="list-style-type: none"> Minor other electoral reforms are proposed to include: <ul style="list-style-type: none"> The introduction of standard processes for vote re-counts if there is a very small margin between candidates (e.g. where there is a margin of less than 10 votes a recount will always be required) The introduction of more specific rules concerning local government council candidates' use of electoral rolls. 	As above	<u>Supported</u>

Theme 5: Clear Roles and Responsibilities

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
5.1 Introduce Principles in the Act			
<ul style="list-style-type: none"> The Act does not currently outline specific principles. The Act contains a short “Content and Intent” section only. The Panel Report recommended greater articulation of principles 	<ul style="list-style-type: none"> It is proposed to include new principles in the Act, including: <ul style="list-style-type: none"> The recognition of Aboriginal Western Australians Tiering of local governments (with bands being as assigned by the Salaries and Allowances Tribunal) Community Engagement Financial Management. 	<p>Current Local Government Position Item 5.1 generally aligns with Advocacy Position 2.6 - Legislative Intent <i>Provide flexible, principles-based legislative framework.</i> Recommendation</p> <p>Supported</p>	<p>Supported</p>
5.2 Greater Role Clarity			
<ul style="list-style-type: none"> The Act provides for the role of council, councillor, mayor or president and CEO. The role of the council is to: <ul style="list-style-type: none"> govern the local government’s affairs be responsible for the performance of the local government’s functions. 	<ul style="list-style-type: none"> The Local Government Act Review Panel recommended that roles and responsibilities of elected members and senior staff be better defined in law. It is proposed that these roles and responsibilities are further defined in the legislation. These proposed roles will be open to further consultation and input. These roles would be further strengthened through Council Communications Agreements (see item 5.3). 	<p>Current Local Government Position Item 5.2 aligns with Advocacy Position 2.6.36 - ‘Roles and Responsibilities’ <i>That clarification of roles and responsibilities for Mayors/ Presidents, Councillors and CEOs be reviewed to ensure that there is no ambiguity.</i> Recommendation</p> <p>Supported</p>	<p>Supported</p>
	<p>5.2.1 - Mayor or President Role</p> <ul style="list-style-type: none"> It is proposed to amend the Act to specify the roles and responsibilities of the Mayor or President. While input and consultation will inform 	<p>As above</p>	<p>Supported</p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>precise wording, it is proposed that the Act is amended to generally outline that the Mayor or President is responsible for:</p> <ul style="list-style-type: none"> ○ Representing and speaking on behalf of the whole council and the local government, at all times being consistent with the resolutions of council ○ Facilitating the democratic decision-making of council by presiding at council meetings in accordance with the Act ○ Developing and maintaining professional working relationships between councillors and the CEO ○ Performing civic and ceremonial duties on behalf of the local government ○ Working effectively with the CEO and councillors in overseeing the delivery of the services, operations, initiatives and functions of the local government. 		
	<p>5.2.2 - Council Role</p> <ul style="list-style-type: none"> ● It is proposed to amend the Act to specify the roles and responsibilities of the Council, which is the entity consisting of all of the councillors and led by the Mayor or President. ● While input and consultation will inform precise wording, it is proposed that the Act is amended to generally outline that the Council is responsible for: <ul style="list-style-type: none"> ○ Making significant decisions and determining policies through democratic deliberation at council 	As above	<u>Supported</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>meetings</p> <ul style="list-style-type: none"> ○ Ensuring the local government is adequately resourced to deliver the local governments operations, services and functions - including all functions that support informed decision-making by council ○ Providing a safe working environment for the CEO; ○ Providing strategic direction to the CEO; ○ Monitoring and reviewing the performance of the local government. 		
	<p>5.2.3 - Elected Member (Councillor) Role</p> <ul style="list-style-type: none"> ● It is proposed to amend the Act to specify the roles and responsibilities of all elected councillors. ● While input and consultation will inform precise wording, it is proposed that the Act is amended to generally outline that every elected councillor is responsible for: <ul style="list-style-type: none"> ○ Considering and representing, fairly and without bias, the current and future interests of all people who live, work and visit the district (including for councillors elected for a particular ward) ○ Positively and fairly contribute and apply their knowledge, skill, and judgement to the democratic decision-making process of council ○ Applying relevant law and policy in contributing to the decision-making of the council 	As above	<u>Supported</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<ul style="list-style-type: none"> ○ Engaging in the effective forward planning and review of the local governments' resources, and the performance of its operations, services, and functions ○ Communicating the decisions and resolutions of council to stakeholders and the public ○ Developing and maintaining professional working relationships with all other councillors and the CEO ○ Maintaining and developing their knowledge and skills relevant to local government ○ Facilitating public engagement with local government. ● It is proposed that elected members should not be able to use their title (e.g. "Councillor", "Mayor", or "President") and associated resources of their office (such as email address) unless they are performing their role in their official capacity. 		
	<p>5.2.4 - CEO Role</p> <ul style="list-style-type: none"> ● The <i>Local Government Act 1995</i> requires local governments to employ a CEO to run the local government administration and implement the decisions of council. ● To provide greater clarity, it is proposed to amend the Act to specify the roles and responsibilities of all local government CEOs. ● While input and consultation will inform precise wording, it is proposed that the Act 	As above	<u>Supported</u>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>is amended to generally outline that the CEO of a local government is responsible for:</p> <ul style="list-style-type: none"> ○ Coordinating the professional advice and assistance necessary for all elected members to enable the council to perform its decision-making functions ○ Facilitating the implementation of council decisions ○ Ensuring functions and decisions lawfully delegated by council are managed prudently on behalf of the council ○ Managing the effective delivery of the services, operations, initiatives and functions of the local government determined by the council ○ Providing timely and accurate information and advice to all councillors in line with the Council Communications Agreement (see item 5.3) ○ Overseeing the compliance of the operations of the local government with State and Federal legislation on behalf of the council ○ Implementing and maintaining systems to enable effective planning, management, and reporting on behalf of the council. 		

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
5.3 Council Communication Agreements			
<ul style="list-style-type: none"> The Act provides that council and committee members can have access to any information held by the local government that is relevant to the performance of the member in their functions. The availability of information is sometimes a source of conflict within local governments. 	<ul style="list-style-type: none"> In State Government, there are written Communication Agreements between Ministers and agencies that set standards for how information and advice will be provided. It is proposed that local governments will need to have Council Communications Agreements between the council and the CEO. These Council Communication Agreements would clearly specify the information that is to be provided to councillors, how it will be provided, and the timeframes for when it will be provided. A template would be published by DLGSC. This default template will come into force if a council and CEO do not make a specific other agreement within a certain timeframe following any election. 	<p><u>Current Local Government Position</u></p> <p>There is no advocacy position in relation to Item 5.3.</p> <p><u>Comment</u></p> <p>The availability of information not already in the public domain to Councillors under Section 5.92 of the Act can become contentious in the absence of a clear statement in support of the function the Council Member is performing. This can place CEO's in the invidious position of ruling on the availability of a record of the Local Government, when it is also their function under Section 5.41(h) of the Act to <i>'ensure that records and documents of the local government are properly kept for the purposes of this Act and any other written law'</i>.</p> <p>Consistent availability of information motivates this proposed reform and it does not appear that individual Council Communication Agreements will be a means to that end. There is a better case for a uniform approach in the form of a regulated Agreement, in much the same way that the Communication Agreements between Ministers and agencies are based on provisions of the <i>Public Sector Management Act 1994</i>.</p> <p><u>Recommendation</u></p> <p>Support a consistent, regulated Communications Agreement.</p>	<p><u>Supported</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
5.4 Local Governments May Pay Superannuation Contributions for Elected Members			
<ul style="list-style-type: none"> Elected members are eligible to receive sitting fees or an annual allowance. Superannuation is not paid to elected members. However, councillors can currently divert part of their allowances to a superannuation fund. Councils should be reflective and representative of the people living within the district. Local governments should be empowered to remove any barriers to the participation of gender and age diverse people on councils. 	<ul style="list-style-type: none"> It is proposed that local governments should be able to decide, through a vote of council, to pay superannuation contributions for elected members. These contributions would be additional to existing allowances. Superannuation is widely recognised as an important entitlement to provide long term financial security. Other states have already moved to allow councils to make superannuation contributions for councillors. Allowing council to provide superannuation is important part of encouraging equality for people represented on council – particularly for women and younger people. Providing superannuation to councillors recognises that the commitment to elected office can reduce a person's opportunity to undertake employment and earn superannuation contributions. 	<p><u>Current Local Government Position</u> There is no advocacy position in relation to Item 5.4.</p> <p>Comment WALGA was in the process of consulting with the sector when this reform was announced. The feedback to date from Local Governments varied. The proposed discretionary approach will permit Local Governments to exercise general competence powers to make their own determination on paying superannuation to Council Members.</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported provided it is at the Council's discretion.</u></p>
5.5 Local Governments May Establish Education Allowances			
<ul style="list-style-type: none"> Local government elected members must complete mandatory training. There is no specific allowance for undertaking further education. 	<ul style="list-style-type: none"> Local governments will have the option of contributing to the education expenses for councillors, up to a defined maximum value, for tuition costs for further education that is directly related to their role on council. Councils will be able to decide on a policy for education expenses, up to a maximum yearly value for each councillor. Councils may also decide not to make this 	<p><u>Current Local Government Position</u> Item 5.5 <u>generally aligns</u> with Advocacy Position 2.8 - Elected Member Training</p> <p><i>Support Local Governments being required to establish an Elected Member Training Policy to encourage training and include budgetary provision of funding for Elected Members;</i></p>	<p><u>Supported</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>entitlement available to elected members.</p> <ul style="list-style-type: none"> Any allowance would only be able to be used for tuition fees for courses, such as training programs, diplomas, and university studies, which relate to local government. Where it is made available, this allowance will help councillors further develop skills to assist with making informed decisions on important questions before council, and also provide professional development opportunities for councillors. 	<p>Comment The proposal augments recent Act amendments that require Local Governments to adopt a professional development policy for Council Members. Many Local Governments now budget for training requirements that align with the policy statement.</p> <p>Recommendation Supported</p>	
5.6 Standardised Election Caretaker period			
<ul style="list-style-type: none"> There is currently no requirement for a formal caretaker period, with individual councils operating under their own policies and procedures. This is commonly a point of public confusion. 	<ul style="list-style-type: none"> A statewide caretaker period for local governments is proposed. All local governments across the State would have the same clearly defined election period, during which: <ul style="list-style-type: none"> Councils do not make major decisions with criteria to be developed defining 'major' Incumbent councillors who nominate for re-election are not to represent the local government, act on behalf of the council, or use local government resources to support campaigning activities. There are consistent election conduct rules for all candidates. 	<p><u>Current Local Government Position</u> There is no advocacy position in relation to Item 5.6</p> <p>Comment WALGA developed a template Caretaker Policy in 2017 on request for a consistent approach. There are no know instances where Caretaker Policy have led to unforeseen or unmanageable consequences impacting on decision-making functions.</p> <p>Recommendation Supported</p>	<p><u>Supported – Council has already adopted a Caretaker Policy.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
5.7 Remove WALGA from the Act			
<ul style="list-style-type: none"> The Western Australian Local Government Association (WALGA) is constituted under the <i>Local Government Act 1995</i>. The Local Government Panel Report and the Select Committee Report included this recommendation. 	<ul style="list-style-type: none"> The Local Government Panel Report recommended that WALGA not be constituted under the <i>Local Government Act 1995</i>. Separating WALGA out of the Act will provide clarity that WALGA is not a State Government entity. 	<p><u>Current Local Government Position</u> There is no advocacy position in relation to Item 5.7.</p> <p>Comment WALGA is conducting its own due diligence on this proposal, previously identified in the Local Government Review Panel Report. The outcome of this reform would require a transition of WALGA from a body constituted under the Act to an incorporated association. It is important to the Local Government sector that the provisions relating to the mutual self-insurance scheme and tender exempt prequalified supply panels remain in the Act and are not affected by this proposal. Further work is being carried out by WALGA to fully understand the effect this proposal will have on WALGA and the sector.</p> <p>Recommendation WALGA to undertake its due diligence on this proposal and advise the sector accordingly.</p>	<p><u>Need further information to make an informed decision ie what would be the legal consequences of existing programs & services</u></p>
5.8 CEO Recruitment			
<ul style="list-style-type: none"> Recent amendments introduced provisions to standardise CEO recruitment. The recruitment of a CEO is a very important decision by a local government. 	<ul style="list-style-type: none"> It is proposed that DLGSC establishes a panel of approved panel members to perform the role of the independent person on CEO recruitment panels. Councils will be able to select an independent person from the approved list. Councils will still be able to appoint people outside of the panel with the approval of the Inspector. 	<p><u>Current Local Government Position</u> There is no advocacy position in relation to Item 5.8.</p> <p>Comment The proposed reform augments the CEO Standards in relation to recruitment introduced in February 2021.</p> <p>Recommendation Supported</p>	<p><u>Do not support the DLGSC establishing a panel of approved members to perform the role of an independent person on CEO recruitment panels as it is considered: Another level of bureaucracy</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
			<u>A hindrance to the independence of a council in seeking to recruit a CEO</u>

Theme 6: Improved Financial Management and Reporting

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
6.1 Model Financial Statements and Tiered Financial Reporting			
<ul style="list-style-type: none"> The financial statements published in the Annual Report is the main financial reporting currently published by local governments. Reporting obligations are the same for large (Stirling, Perth, Fremantle) and small (Sandstone, Wiluna, Dalwallinu) local governments, even though they vary significantly in complexity. The Office of the Auditor General has said that some existing reporting requirements are unnecessary or onerous - for instance, information that is not relevant to certain local governments, or that is a duplicate of other published information. 	<ul style="list-style-type: none"> The Minister strongly believes in transparency and accountability in local government. The public rightly expects the highest standards of integrity, good governance, and prudent financial management in local government. It is critically important that clear information about the financial position of local governments is openly available to ratepayers. Financial information also supports community decision-making about local government services and projects. Local governments differ significantly in the complexity of their operations. Smaller local governments generally have much less operating complexity than larger local governments. The Office of the Auditor General has identified opportunities to improve financial reporting, to make statements clearer, and reduce unnecessary complexity. Recognising the difference in the 	<p><u>Current Local Government Position</u></p> <p>Items 6.1 and 6.2 <u>generally align</u> with Advocacy Position 2.6 – Support a size and scale compliance regime and Advocacy Position 2.6.24 – Financial Management and Procurement.</p> <p><i>The Local Government sector:</i></p> <ol style="list-style-type: none"> 1. Requests the Minister for Local Government to direct the Department of Local Government to prepare a Model set of Financial Statements and Annual Budget Statements for the Local Government sector, in consultation with the Office of the Auditor General. 2. Requests the Department of Local Government to re-assess the amount of detail required to be included in annual financial reports, in particular for small and medium sized entities as suggested by the Office of Auditor General. <p>Comment</p>	<p><u>Support tiered approach to financial reporting.</u></p> <p><u>The Town of East Fremantle is a Band 3 local government. Therefore, under the proposal would be subject to simpler reporting requirements. Hopefully resulting in more user friendly financial reports for the community.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>complexity of smaller and larger local governments, it is proposed that financial reporting requirements should be tiered – meaning that larger local governments will have greater financial reporting requirements than smaller local governments.</p> <ul style="list-style-type: none"> • It is proposed to establish standard templates for Annual Financial Statements for band 1 and 2 councils, and simpler, clearer financial statements for band 3 and 4. • Online Registers, updated quarterly (see item 3.4), would provide faster and greater transparency than current annual reports. Standard templates will be published for use by local governments. • Simpler Strategic and Financial Planning (item 6.2) would also improve the budgeting process. 	<p>The Sector has a long-standing position for a broad review of the financial management and reporting provisions of the Act, which remain largely unchanged since commencing in 1996.</p> <p>Recommendation</p> <p>Supported</p>	
6.2 Simplify Strategic and Financial Planning			
<ul style="list-style-type: none"> • Requirements for plans are outlined in the Local Government Financial Management and Administration Regulations. • There is also the Integrated Planning and Reporting (IPR) framework. • While many councils successfully apply IPR to their budgeting and reporting, IPR may seem complicated or difficult, especially for smaller local governments. 	<ul style="list-style-type: none"> • Having clear information about the finances of local government is an important part of enabling informed public and ratepayer engagement and input to decision-making. • The framework for financial planning should be based around information being clear, transparent, and easy to understand for all ratepayers and members of the public. • In order to provide more consistency and clarity across the State, it is proposed that greater use of templates is introduced to make planning and reporting clearer and simpler, providing greater transparency for 	As above	<p><u>Supported</u></p> <p><u>Whilst it is proposed that asset management plans be reviewed every ten years, auditing standards will trigger a more regular review as Local Governments need to substantiate the carrying value of assets, and this can only be done through a review of depreciated replacement cost and inputs. Fair</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>ratepayers.</p> <ul style="list-style-type: none"> • Local governments would be required to adopt a standard set of plans, and there will be templates published by the DLGSC for use or adaption by local governments. • It is proposed that the plans that are required are: <ul style="list-style-type: none"> ○ Simplified Council Plans that replace existing Strategic Community Plans and set high-level objectives, with a new plan required at least every eight years. These will be short-form plans, with a template available from the DLGSC ○ Simplified Asset Management Plans to consistently forecast costs of maintaining the local government's assets. A new plan will be required at least every ten years, though local governments should update the plan regularly if the local government gains or disposes of major assets (e.g. land, buildings, or roads). A template will be provided, and methods of valuations will be simplified to reduce red tape ○ Simplified Long Term Financial Plans will outline any long term financial management and sustainability issues, and any investments and debts. A template will be provided, and these plans will be required to be reviewed in detail at least every four years ○ A new Rates and Revenue Policy (see item 6.3) that identifies the approximate value of rates that will need to be collected in future years 		<p><u>value accounting is thus reliant on asset management principles.</u></p> <p><u>Support the introduction of simpler plans (service & the proposed templates to ensure consistency between local governments.</u></p> <p><u>Pegging rate increases to asset renewal funding requirements can produce undesirable results i.e., City of Geraldton example where SAT/Minister squashed the rates. It is not feasible for local governments to cash back depreciation, so an asset sustainability ratio of 50% should be the benchmark. Rates can then be modelled to achieve this outcome.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<p>(referencing the Asset Management Plan and Long Term Financial Plan) – providing a forecast to ratepayers (updated at least every four years)</p> <ul style="list-style-type: none"> ○ The use of simple, one-page Service Proposals and Project Proposals that outline what proposed services or initiatives will cost, to be made available through council meetings. These will become Service Plans and Project Plans added to the yearly budget if approved by council. This provides clear transparency for what the functions and initiatives of the local government cost to deliver. Templates will be available for use by local governments. 		
6.3 Rates and Revenue Policy			
<ul style="list-style-type: none"> • Local governments are not required to have a rates and revenue policy. • Some councils defer rate rises, resulting in the eventual need to drastically raise rates to cover unavoidable costs – especially for the repair of infrastructure. 	<ul style="list-style-type: none"> • The Rates and Revenue Policy is proposed to increase transparency for ratepayers by linking rates to basic operating costs and the minimum costs for maintaining essential infrastructure. • A Rates and Revenue Policy would be required to provide ratepayers with a forecast of future costs of providing local government services. • The Policy would need to reflect the Asset Management Plan and the Long Term Financial Plan (see item 6.2), providing a forecast of what rates would need to be, to cover unavoidable costs. • A template would be published for use or adaption by all local governments. 	<p><u>Current Local Government Position</u></p> <p>Item 6.3 <u>generally aligns</u> with Advocacy Position 2.1.6 - Rate Setting and WALGA's <u>Rate Setting Policy Statement</u>.</p> <p><i>Councils' deliberative rate setting processes reference their Integrated Planning Framework – a thorough strategic, financial and asset management planning process – and draw upon the community's willingness and capacity to pay.</i></p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported</u></p> <p><u>It appears the proposed approach will provide more transparency around fixed operating and capital maintenance/replacement costs. (Costs to maintain essential services/assets only) as opposed to Council's discretionary spending (ie special projects/services).</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
	<ul style="list-style-type: none"> The Local Government Panel Report included this recommendation. 		
6.4 Monthly Reporting of Credit Card Statements			
<ul style="list-style-type: none"> No legislative requirement. Disclosure requirements brought in by individual councils have shown significant reduction of expenditure of funds. 	<ul style="list-style-type: none"> The statements of a local government's credit cards used by local government employees will be required to be tabled at council at meetings on a monthly basis. This provides oversight of incidental local government spending. 	<p><u>Current Local Government Position</u></p> <p>There is no advocacy position in relation to Item 6.4.</p> <p>Comment</p> <p>This proposed reform reflects widespread common practice for credit card transactions to be included in monthly financial reports and lists of accounts paid.</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported – a list of individual transactions per credit card is already provided each month to Council with the accounts for payment/paid schedule.</u></p>
6.5 Amended Financial Ratios			
<ul style="list-style-type: none"> Local governments are required to report seven ratios in their annual financial statements. These are reported on the MyCouncil website. These ratios are intended to provide an indication of the financial health of every local government. 	<ul style="list-style-type: none"> Financial ratios will be reviewed in detail, building on work already underway by the DLGSC. The methods of calculating ratios and indicators will be reviewed to ensure that the results are accurate and useful. 	<p><u>Current Local Government Position</u></p> <p>Item 6.5 aligns with Advocacy Position 2.6.25 - Review and reduce financial ratios. <i>Advocate to the Minister for Local Government to amend the Local Government (Financial Management) Regulations 1996 to prescribe the following ratios:</i></p> <ol style="list-style-type: none"> Operating Surplus Ratio, Net Financial Liabilities Ratio, Debt Service Coverage Ratio, and Current Ratio. <p>Recommendation</p> <p>Supported</p>	<p><u>Supported</u></p> <p><u>The changes proposed by the WALGA working group and endorsed by State Council are supported.</u></p> <p><u>Request that the Financial Health Indicator (FHI) methodology and weightings be reviewed.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
6.6 Audit Committees			
<ul style="list-style-type: none"> Local governments must establish an Audit Committee that has three or more persons, with the majority to be council members. The Audit Committee is to guide and assist the local government in carrying out the local government's functions in relation to audits conducted under the Act. The Panel Report identified that Audit Committees should be expanded, including to provide improved risk management. 	<ul style="list-style-type: none"> To ensure independent oversight, it is proposed the Chair of any Audit Committee be required to be an independent person who is not on council or an employee of the local government. Audit Committees would also need to consider proactive risk management. To reduce costs, it is proposed that local governments should be able to establish shared Regional Audit Committees. The Committees would be able to include council members but would be required to include a majority of independent members and an independent chairperson. 	<p><u>Current Local Government Position</u></p> <p>Item 6.6 <u>does not align</u> with Advocacy Position 2.2.4 – Accountability and Audit <i>That audit committees of Local Government, led and overseen by the Council, have a clearly defined role with an Elected Member majority and chair.</i></p> <p>Comment</p> <p>The Sector's view is well established, that the Council must maintain, and be seen by the community to have, majority involvement and investment in the purpose of an Audit Committee. There is sector support for some independent members on the Audit Committee, however not a majority.</p> <p>The dual effect of the proposed reform is to guarantee a place for a majority of independent persons on Audit Committees, with the additional requirement that an independent person Chair this Committee. Presently, not all Local Government Audit Committees are able to include an independent person. This may be for a variety of reasons not least of which is a lack of suitable, available candidates with the required qualification, skill and experience. It would be counter-productive if the proposed reforms led to the appointment of unsuitable independent persons to a skills-based role. The concept of Regional Audit Committees has apparent merit in this case but there is no detail regarding practicalities; for example, is the Regional Audit</p>	<p><u>General feedback from elected members – not opposed to independent members, but do not support majority independent audit committee members.</u></p> <p><u>An independent Audit Committee was recently appointed to the TOEF. (December 2021 OCM)</u></p> <p><u>Reason: Local government requires elected members to be in charge of its finances and therefore should comprise the majority of the Committee and seek independent members as required.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
		<p>Committee intended to include the same independent persons who will meet separately with each Local Government within the region?</p> <p>There is too little certainty that the imperative question of appropriate representation will be managed as a consequence of the proposed reforms for it to be supported.</p> <p>The proposal for the Audit Committees to also consider proactive risk management is supported.</p> <p>Recommendation</p> <ol style="list-style-type: none"> 1. Do not support majority independent members of the Audit Committee 2. Support Audit Committees of Local Government with an Elected Member majority including independent members, and to consider proactive risk management issues. 	
6.7 Building Upgrade Finance			
<ul style="list-style-type: none"> • The local government sector has sought reforms that would enable local governments to provide loans to property owners to finance for building improvements. • This is not currently provided for under the Act. • The Local Government Panel Report included this recommendation. 	<ul style="list-style-type: none"> • Reforms would allow local governments to provide loans to third parties for specific building improvements - such as cladding, heritage and green energy fixtures. • This would allow local governments to lend funds to improve buildings within their district. • Limits and checks and balances would be established to ensure that financial risks are proactively managed. 	<p><u>Current Local Government Position</u></p> <p>Item 6.7 aligns with Advocacy Position 2.6.26 - Building Upgrade Finance. <i>The Local Government Act 1995 should be amended to enable a Building Upgrade Finance mechanism in Western Australia.</i></p> <p>Comment</p> <p>Building Upgrade Finance would enable Local Governments to guarantee finance for building upgrades for non-residential property owners. In addition to building upgrades to achieve environmental outcomes, Local Governments have identified an opportunity to use this</p>	<p><u>Support Local Governments having the capacity to upgrade their “own” building/ infrastructure assets – by being able to borrow against the value of the asset.</u></p>

CURRENT PROVISIONS	PROPOSED REFORMS	WALGA COMMENTS	TOEF
		<p>approach to finance general upgrades to increase the commercial appeal of buildings for potential tenants. In this way, BUF is viewed as means to encourage economic investment to meet the challenges of a soft commercial lease market and achieve economic growth.</p> <p>Recommendation</p> <p>Supported</p>	
6.8 Cost of Waste Service to be Specified on Rates Notices			
<ul style="list-style-type: none"> No requirement for separation of waste charges on rates notice. Disclosure will increase ratepayer awareness of waste costs. The Review Panel Report included this recommendation. 	<ul style="list-style-type: none"> It is proposed that waste charges are required to be separately shown on rate notices (for all properties which receive a waste service). This would provide transparency and awareness of costs for ratepayers. 	<p><u>Current Local Government Position</u> There is no advocacy position in relation to Item 6.8.</p> <p>Comment This proposed reform will require a relatively simple calculation,</p> <p>Recommendation</p> <p>Supported</p>	<p><u>Supported</u></p> <p><u>Currently waste service costs are incorporated into the general rate in the dollar, it does not appear as a separate amount.</u></p> <p><u>The proposed change is supported as it applies a more transparent approach to waste charges.</u></p>



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

Local Government Reform

Earlier intervention, effective regulation and stronger penalties

Problems, disputes and dysfunction within local government impacts upon ratepayers, local businesses, and local government services.

Complaints relating to local governments should be resolved quickly to reduce the risk of damage that may be done when there are serious problems in how a local government is functioning.

Local government oversight needs to be focused on targeting and fixing significant problems and stopping misconduct.



The Local Government Inspector

A new oversight Inspector for local government will be appointed to handle complaints, manage investigations, and coordinate the proactive resolution of significant problems identified within local governments. The Inspector will have the authority to receive complaints about local government CEOs.



Local Government Monitors

Specialist independent Monitors appointed by the Inspector will visit and work with local governments to fix problems, to provide for faster resolution where problems are identified.



Stronger Penalties

Stronger penalties will be imposed by a new Conduct Panel. This will include short-term disqualification or withholding of allowances for elected members who have been found to be in breach of the Local Government Act or Regulations.



Mandatory Training

Elected members who do not complete mandatory training within a certain time will not be eligible for any allowances or sitting fees. They will also be liable for other penalties.



Rapid Red Card Resolutions

Mayors and Presidents will have consistent powers to eject anyone who disrupts a council meeting, with appropriate checks and balances by the Local Government Inspector, to prevent the misuse of these powers. This reform will also be supported by mandatory audio or video recording of council meetings.



Other Amendments

Other amendments may further strengthen oversight of local government. Early intervention and oversight reforms will also be supported by the other reforms, especially new transparency and democratic decision-making reforms.

To provide your feedback on these reforms, please email your comments to actreview@dlgsc.wa.gov.au by 4 February 2022.





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

Local Government Reform

Reducing red tape, increasing consistency and simplicity

The State Government is reducing unnecessary red tape to help facilitate delivery of small projects and support small business. Changes to the *Local Government Act 1995* and associated legislation will include a streamlined approach to facilitating alfresco dining, minor signage, and driveway approvals.

Improving the efficiency and consistency of local government will deliver significant benefits for small businesses, community organisations, and residents and ratepayers.



Standardised Meeting Procedures across all Local Governments

The procedures for all council meetings, including for public question time, will be standardised across the State. This will improve consistency, and make engaging with council decisions simpler and easier.



Greater Consistency for Small Business

Reforms will introduce standard approvals for key local government regulations and approvals, including:

- alfresco and outdoor dining
- minor small business signage rules
- community events

Many of these reforms build on the planning reforms already implemented by the State Government. They also complement the ongoing innovations by local governments, and initiatives by the Small Business Development Corporation and StreamlineWA.



Streamlining Local Laws

Local laws will be streamlined to create greater consistency and reduce the complexity of regulation, particularly for rules about installing minor signage for small business, and the planning of community events. There will be new, simple model local laws that local governments can easily adopt.



Creating Flexibility to Enable Resource-Sharing

Legislation will specifically enable and encourage local governments to share resources, including CEOs and senior employees. For instance, it will be easier for two or three local governments to hire one shared CEO.



Standardising Residential Crossovers/Driveways on Local Roads

Reforms to standardise and simplify the approval of crossovers (the part of driveways connecting to the road) for residential developments on local roads as part of the Phase 2 Planning and Local Government Reforms, announced jointly by the Minister for Planning and the Minister for Local Government, will be implemented.

To provide your feedback on these reforms, please email your comments to actreview@dlgsc.wa.gov.au by 4 February 2022.





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

Local Government Reform

Greater transparency and accountability

Ratepayers and the public expect local government decision making to be clear and transparent. During the COVID-19 pandemic, councils across the State demonstrated how online engagement can bolster public participation in local government decision-making.



Mandatory Recording of Council Meetings

Large local governments will be required to livestream meetings, and post recordings online. Smaller local governments will be required to record and publish audio recordings.



Guidance for Confidential Meeting Items

Clear rules will define the types of decisions that can be made by councils in confidential meetings, and recordings of those decisions will be required to be stored as permanent records.



Transparency and Accountability through Online Registers

There will be new state-wide standards for reporting of important local government transactions online, including:

- a Lease Register about the leases the local government is party to (either as lessor or lessee)
- a Community Grants Register to outline all grants and funding provided by the local government
- a Contracts Register that discloses all contracts or procurement with a value of \$100,000 or more
- an Interest Disclosure Register which collates all disclosures made by elected members about their interests related to matters considered by council
- an Applicant Contribution Register accounting for funds collected from applicant contributions, such as cash-in-lieu for public open space or car parking



Transparency of CEO Key Performance Indicators

The Key Performance Indicators (KPI) used to measure the performance of the CEO will be made publicly available, and the results will also be reported. The CEO will also have the right to publish comments to provide context to the results.



Consistent Recording of all Votes

To provide consistent transparency of decision-making across all local governments, all votes cast by all councillors for all decisions on council will be required to be reported in council minutes.

To provide your feedback on these reforms, please email your comments to actreview@dlgsc.wa.gov.au by 4 February 2022.





Department of
Local Government, Sport
and Cultural Industries

Local Government Reform

Stronger local democracy and community engagement

Election and community engagement reforms are proposed to empower ratepayers to participate in local democracy and decision-making.



Direct Election of the Mayor or President

All electors in large local governments will be able to vote directly for the Mayor or President, giving ratepayers more power to choose the leadership of their council. This reflects a broader trend, with councils such as Stirling and Rockingham already having moved to a public vote for the election of their Mayors.



No Wards for Small Local Governments

Wards in small local governments can cover very limited areas, with small populations. This means that councillors are more likely to be elected unopposed, or with a very small number of votes. In line with a broader trend, it is proposed that wards for all small local governments be abolished.



Preferential Voting

Local government elected members will be elected by preferential voting, which is the same as State and Federal elections. Preferential voting ensures the elected council best reflects community views.



Reforms to Ensure Valid Candidate and Voter Eligibility

Rules for who is eligible to vote or run for council will be tightened, ensuring that only legitimate residents or businesses will be eligible. New laws will prevent candidates from using sham leases in council elections. The basis for why a candidate is eligible to run will also be required to be publicly disclosed.



Consistent Number of Elected Members

To increase consistency, the number of elected members on any council will be set based upon the population within that local government. The Local Government Panel Report recommended a number of elected members as follows:

- population of up to 5,000 – 5 councillors (including the President)
- population of between 5,000 and 75,000 – 5 to 9 councillors (including the Mayor/President)
- population of above 75,000 – 9 to 15 councillors (including the Mayor)



Community Engagement Charter

Local governments will be required to establish a Charter which sets out how it will engage with ratepayers and the community about the local government's proposed policies, initiatives, and projects. A model Charter will be published to assist local governments who wish to adopt a standard Charter.



Other Amendments

There are also more reforms proposed to further enhance local government democracy and community engagement, including proposed minor changes to the annual meeting.

To provide your feedback on these reforms, please email your comments to actreview@dlgsc.wa.gov.au by 4 February 2022.





Local Government Reform

Improved financial management and reporting

Clear and accurate financial management and reporting is critical for public confidence in local government. Currently, local governments across Western Australia have to comply with the same financial reporting requirements, even though local governments range from less than 200 residents to a population of more than 200,000 people.



Model Financial Statements

New standardised templates will be established for local government financial statements:

- Large (band 1 and 2) local governments will have financial statements similar to those already used, with minor amendments and streamlining where possible
- Smaller (band 3 and 4) local governments will have more streamlined standard financial statements, reflecting the generally less complex operations of smaller local governments



Rates and Revenue Policy

All local governments will adopt a short Rates and Revenue Policy. The Policy will provide greater clarity for ratepayers by linking the cost of services and the maintenance of assets (such as roads and recreation facilities) to the setting of rates.



Reforms for Financial Ratios

The financial metrics reported on the MyCouncil website will be reviewed and adjusted to ensure they best reflect the underlying financial position of the local government.



Credit Card Statements Publicly Reported to Council

New reforms will introduce a requirement that employee credit card statements are to be provided to council at meetings on a monthly basis.



Other Minor Reforms

Other changes to the legislation will provide for general improvements for financial management:

- Changes to require Audit and Risk Committees to bolster local government oversight, and allowing regional local governments to share Audit and Risk Committees to reduce costs
- Reforms will allow local governments to provide fixed-interest loans to building owners to fund specific building upgrade finance, such as for green energy investments, and for heritage preservation works
- The cost of waste collection services provided to a property will be required to be separately stated on any rates notice for that property. This provides ratepayers with clear transparency for what waste collection services cost

The State Government is also considering potential further reform for regional subsidiaries, and other financial and risk management initiatives.

To provide your feedback on these reforms, please email your comments to actreview@dlgsc.wa.gov.au by 4 February 2022.






Local Government Reform


Clearer Roles and Responsibilities


The *Local Government Act 1995* (the Act) outlines the role of council, elected members and the Chief Executive Officer (CEO). Ambiguity in these roles can be a source of dispute within local governments. Amendments to further define these roles and responsibilities in the Act will help to address this.


Principles

New principles will be included in the Act to foster a culture of better practice, based on the recommendations of the Local Government Review Panel Report. New principles will include:

- 

recognition of the unique status of Aboriginal Western Australians
- 

recognition of tiers (based on SAT bands)
- 

guidance for community engagement
- 

guidance for financial management



Communication agreements

Local governments will be required to introduce a communications agreement outlining communications process between councillors and the CEO.



Elected members

Elected members will only be able to use the title of their local government position while performing their role in an official capacity.



Statewide Caretaker Period

A statewide caretaker period for local governments is proposed. This means that all local governments across the State will have the same clearly defined election period, during which all councils operate on a caretaker basis.



Superannuation allowances

Local governments will be able to decide to make superannuation contributions for elected members. Councils will also be able to decide to cover tuition fees for elected members who undertake further study related to local government.



CEO recruitment

DLGSC will establish an approved panel of CEO recruitment panel members for the role of independent person on a recruitment and selection panel. Local governments will be able to appoint people outside of the designated panel with approval from the Local Government Inspector.



The role of CEOs

Roles will be further defined, providing a greater understanding of the CEO's responsibilities and clear delineation between the functions of council and the CEO, as leader of the administration.



In accordance with the Local Government Review Panel Report's recommendation, WALGA will no longer be constituted under the *Local Government Act 1995*. This will provide clarity that WALGA is not a State Government entity.

To provide your feedback on these reforms, please email your comments to actreview@dlgsc.wa.gov.au by 4 February 2022.



7.2 LEASE 128A GEORGE STREET - REPORT

Applicant	DM Drainage and Construction Pty Ltd
Report Reference Number	SCR-22
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting date	Tuesday, 25 January 2022
Voting requirements	Simple Majority
Documents tabled	Nil

Attachments

1. Contract to Lease Commercial Premises by Offer and Acceptance

PURPOSE

The report recommends that Council approve the short-term rental of 128A George Street to DM Drainage and Construction Pty Ltd for the purpose of office accommodation, for the duration of the Pipes for Perth project in East Fremantle.

EXECUTIVE SUMMARY

The Water Corporation has commenced pipe works in East Fremantle. Their authorised contractor is DM Drainage and Construction Pty Ltd. The contractor has approached the Town seeking available office accommodation to facilitate customer service delivery and complaints handling with local residents.

BACKGROUND

The previous Lessee of 128A George Street, Lantern Architecture, vacated the premises on lease expiry being the 22 December 2021.

DM Drainage and Construction subsequently met with Town staff and expressed an interest in leasing 128A George for a period of 9 months being the duration of the Pipes for Perth project.

Their Real Estate agent prepared the attached REIWA Contract which includes the following key terms:

Lease Term – 17th January – 30 September 2022
 Lease Fee - \$3,000 per month inclusive of outgoings
 Purpose – Office and Storage
 Nil Security Bond
 Exclusive use to 2 x car bays at the rear of the property

The building footprint is approximately 40sqm and recent valuations for commercial leases indicate annual market rent of between \$250-\$300 square meter. The offer of \$3,000 per month is therefore considered to be very adequate.

CONSULTATION

DM Drainage and Construction Pty Ltd

STATUTORY ENVIRONMENT

Section 3.58 of the *Local Government Act 1995* details requirements for the disposing of property including lease. Local governments are generally required to obtain a recent market valuation and advertise the proposed lease, inviting public submissions.

There are exemptions to the above requirements provided for in regulation 30 of the *Local Government (Functions and General) Regulations 1996*.

- Under regulation 30 (2)(c), a disposition is exempt from the requirements of section 3.58 of the Act if the land is disposed to a department, agency, or instrumentality of the Crown in right of the State or Commonwealth. Given that DM Drainage and Construction are the authorised contractor for the Water Corporation, this exemption could possibly be applied.
- Under regulation 30 (2)(e), a disposition is exempt from the requirements of section 3.58 of the Act if it is the leasing of land for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive of the land. 128 George Street is comprised of 2 buildings and a car park to the rear of the property. The proposed lease is only for a portion of the site and is for a period less than 2 years, so this exemption is considered to apply.

It is also determined that given the nature of the Pipes for Perth project, and the impact of works in the local area, it would be in the public interest to have an office shopfront that residents can access to discuss the project.

POLICY IMPLICATIONS

There are no Council Policies that are relevant. The CEO does not have delegated authority to enter into Commercial leases.

FINANCIAL IMPLICATIONS

This proposal will result in a favourable budget variation, as the Town has not budgeted for lease proceeds from this premises. Approximately \$16,500 in income will be recognized during the mid-year budget review.

STRATEGIC IMPLICATIONS

Strategic priority 3: Built Environment is relevant under the Town of East Fremantle Strategic Community Plan 2020-30.

Partnering with the Water Corporation.

RISK IMPLICATIONS

There are no identifiable risks in relation to this item.

SITE INSPECTION

DM Drainage and Construction PTY Ltd undertook a walk through of the premises, and the lease would be a walk-in walk out arrangement with no requirement for the Town to upgrade the building.

COMMENT

The short-term lease of 128A George Street for the above purpose is deemed to be a strategic decision of Council to support the delivery of the Pipes for Perth project. Town Officer's cannot think of an immediate opportunity cost should the premises be tied up under a short-term lease arrangement, and thus the proposal is commended to Council for approval.

CONCLUSION

It is recommended that Council approve the short-term lease of 128A George Street and authorise the Mayor and CEO to affix the Common Seal to the Contract to Lease.

OFFICER RECOMMENDATION

Council Resolution 02270122

Moved Cr Wilson, seconded Cr McPhail

That Council:

- 1. approve the proposal to lease 128A George Street to DM Drainage and Construction Pty Ltd for the purpose of Office Accommodation to support the delivery of the Pipes for Perth project in East Fremantle.**
- 2. authorise the Chief Executive Officer and Mayor to execute the attached Contract to Lease Commercial Premises by Offer and Acceptance and affix the Common Seal.**
- 3. provide delegated authority to the Chief Executive Officer to negotiate an extension to the lease for a maximum period of 6 months should there be a delay with the completion of the Pipes for Perth project.**

(CARRIED UNANIMOUSLY)

REPORT ATTACHMENTS

Attachments start on the next page

contract to lease commercial / industrial premises
by offer and acceptance (other than retail premises)



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**CONTRACT TO LEASE COMMERCIAL / INDUSTRIAL PREMISES
BY OFFER AND ACCEPTANCE (OTHER THAN RETAIL PREMISES)**

To:

(agent's name and address) As Agent for the Lessor

I/We ("the Lessee")

Full Name
Address

Tel: Work Mobile: Fax:
Email: ACN/ABN:

Full Name
Address
Tel: Work Mobile: Fax:
Email: ACN/ABN:

Trading as

hereby offer to lease the premises known as

as described in the Schedule on the terms and conditions set out in the Schedule

From the Lessor:

Full Name
Address
Tel: Work Mobile: Fax:
Email: ACN/ABN:
Trading as

GUARANTORS (full names)

contract to lease commercial / industrial premises
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MHarcourts
A COMMERCIAL FORCE

SCHEDULE

1. **PREMISES TO BE LEASED including fixtures, fittings and accessories**
128A George St East Fremantle, being a street front shop/office of approximately 40sqm, split system air con, common area WVC and the exclusive use of two car bays located at the rear of the property

having an area of 40 m² approximately, shown on the Plan annexed (if any), together with a licence to use the car bays as indicated on the Plan.

2. **LAND**
Lot 10 on Survey/Strata/Deposited/Plan/Diagram 43393
and being the whole/part of the land in Certificate of Title Volume 1327 Folio 438

3. **LEASE TERM**
nine months months commencing on the 17th day of January 2022
and expiring at midnight on the 30th day of September 2022

4. **PAYMENT OF RENTAL**
(i) Monthly Rent (Rent is exclusive of GST, see clause 27)
Fixed rental payable one (1) month in advance on the 1st day of each calendar month will be \$3,000 (In words) Three thousand Dollars inclusive of outgoings plus GST
(ii) **Deposit**
Payment of two (2) months rent and pro rata outgoings and car parking or \$ N/A, of which \$ N/A is paid herewith and \$ N/A shall be paid within N/A days of acceptance. The deposit will be held by the Lessor's Agent as stakeholder, and will be refundable in full in the event that this offer is not accepted.
(iii) **Rent Review Method and Dates**
On the relevant rent review date referred to below the annual rental will be increased by the Method of Rent Review referred to below ("Method").

During the Term:

Method	Review Date	Method	Review Date
Method	Review Date	Method	Review Date
Method	Review Date	Method	Review Date

During the Further Term:

Method	Review Date	Method	Review Date
Method	Review Date	Method	Review Date
Method	Review Date	Method	Review Date

Insert A, B, C, D or E for the Method of Rent Review.

- A. Market Rent
- B. Consumer Price Index (Perth All Groups) ("CPI")
- C. % increase of the previous year's rental
- D. Greater of Market Rent and CPI;
- E. Other Method:

A. Market Rent
The rental is to be agreed between the Lessor and Lessee and failing agreement the Lessor will give the Lessee a notice setting out the new rent that is to apply from the relevant review date. If the Lessee does not agree to the proposed new rent then the Lessee has ten (10) Business Days after service of the Lessor's notice in which to dispute the new rent. If the Lessee does not dispute the new rent the Lessee is taken to have agreed the Lessor's proposed new rent. If disputed then the Market Rent will be determined by a valuer of appointed by the President for the time being of the Australian Property Institute (Inc) (WA Division) at the request of either the Lessor or the Lessee. The valuer's costs will be shared equally.

B. CPI
The rent will be determined in accordance with the following formula:
CPI Rent = R x C / P Where R = the Rent payable immediately prior to the relevant Rent Review Date
C = the Current CPI
P = the Previous CPI

C. Percentage Increase
The reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

D. Greater of Market or CPI
The reviewed rental will be the greater of the Market Rent and CPI Rent on that rent review date.

E. Other
The Rent applicable immediately before the rent review date will be increased by that method on that rent review date.
The reviewed rental cannot be less than the rental payable in the immediately preceding period.

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5 OPTION OF RENEWAL

- (i) The Lessee will have the option to renew the Lease for a further term of [] months at the expiry of the initial term and then the following further options to renew for a further term of [] months and a further term of [] months.
Should a rent review be required at the expiry of the initial term or renewed term, then such rental will be reviewed by the methods referred to in clause 4. The option will be exercised not more than six (6) months (inclusive) nor less than three (3) months (inclusive) prior to the expiration of the initial term or each renewal term (as applicable).
- (ii) In the event that the option is not granted or is not exercised the Lessee will remain in occupation as a monthly tenant under the same terms and conditions if the Lessor consents to the holding over.

6. OUTGOINGS

The Lessee agrees to pay the Outgoings set out below. Where the leased premises represent a proportion of the building described above, such Outgoings will be apportioned in the ratio that the nett lettable area occupied by the Lessee bears to the total nett lettable area of the building unless otherwise stated plus GST if applicable.

Payment of Outgoings

- (i) The Lessor may invoice the Lessee the Outgoings to be paid by the Lessee within ten (10) Business Days after demand.
- (ii) The Lessor may estimate the Outgoings and issue equal calendar monthly instalments of Outgoing Items in accordance with a statement forwarded by the Lessor or the Lessor's Agent on an annual basis which will be adjusted at the expiration of the year ending 30 June each year and pro-rated should the period be less than a full twelve (12) months.

	THE LESSOR AGREES TO PAY	THE LESSEE AGREES TO PAY
(a) Water Drainage and Sewerage Rates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Local Authority Rates including fire services levy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Land Tax and MRIT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Interest Charges on Outstanding Rates and Taxes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Water Consumed Beyond Allowance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Fire Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Cleaning, including Window and Rubbish Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Grounds Repairs and Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) Building Repairs and Maintenance of a Non-Structural Nature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(j) Building Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(k) Plate Glass Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(l) Public Liability Insurance (to a minimum of \$10 million).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(m) Property Management Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(n) Common Area, Lighting and Power	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(o) Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(p) Toilet Requisites	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(q) Hot Water Systems Running and Repairs and Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(r) Electricity and Gas and Telephone Services Consumed in the leased Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(s) Air-conditioning Running and Repairs and Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(t) Escalator & Lift: Running and Repairs and Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
(u) Strata Company Levy	<input type="checkbox"/>	<input type="checkbox"/>
(v) Pest Control	<input type="checkbox"/>	<input type="checkbox"/>
(w) []	<input type="checkbox"/>	<input type="checkbox"/>
(x) []	<input type="checkbox"/>	<input type="checkbox"/>
(y) []	<input type="checkbox"/>	<input type="checkbox"/>

contract to lease commercial / industrial premises
by offer and acceptance (other than retail premises)



ANNUAL FEE OF
\$10,000 (GST INCLUSIVE)
\$12,000 (GST INCLUSIVE)
\$14,000 (GST INCLUSIVE)
\$16,000 (GST INCLUSIVE)
\$18,000 (GST INCLUSIVE)
\$20,000 (GST INCLUSIVE)



7. VOIDING INSURANCE POLICIES
The Lessee will not do or permit to be done any act or thing which makes void existing insurance policies of the Lessor in respect of the premises or the adjoining building improvements.

8. MAINTENANCE OF PREMISES
The Lessee will at all times maintain the premises and plant in the same condition as existing on the date of occupancy except in respect of fair wear and tear or damage caused by acts or negligence of the Lessor or by events for which the Lessor has undertaken insurance and the Lessee will make good any damage done by the Lessee.

9. STRUCTURAL ALTERATIONS
No structural alterations will be made without written consent of the Lessor or the Lessor's Agent and the Lessee will reinstate the premises, if required by the Lessor, at the expiration of the agreed term or extension thereof.

10. SIGNS
The Lessee will not affix any sign to the premises without the prior written consent of the Lessor and any relevant Authorities and such Lessor's consent will not be unreasonably withheld.
The Lessee will be responsible for:
(a) Ensuring that the erection of any signs has the prior approval of any relevant Authorities.
(b) The removal of such signs at the expiration of the lease period or prior to delivering up possession of the premises and making good of any damage caused by removal.
(c) Maintain signs to a standard required by the Lessor and any relevant Authorities.

11. NATURE OF BUSINESS AND USE OF PREMISES
The nature of the business will be Offices and storage
and the use of the premises will be for purposes conforming to all State and / or Local Authority laws, by-laws, regulations or requirements currently in force as the case may be, the onus being on the Lessee, its clients or suppliers, to obtain the necessary approvals.

12. COMMON AREAS
The Lessee will be permitted gratuitous use of all common areas and in turn will do nothing which will inhibit or prevent the use of those areas by other lessees, their clients or suppliers.

13. NUISANCES
The Lessee will cause no nuisance to the Lessor or other lessees adjoining or adjacent to the leased premises.

14. DEFAULTS
If the Lessee defaults in payment of the rental referred to in this contract or any part of it is at any time in arrears or unpaid for fourteen (14) days after the same has become due (whether any formal or legal demand has been made or not) or if the Lessee will at any time default, fail or neglect to duly perform or observe any of the terms and conditions of this contract or on the part of the Lessee to be observed and performed and if the default will continue for fourteen (14) days after notice in writing will have been delivered or posted to the Lessee by the Lessor or the Lessee (or assigns in accordance with clause 20 of this Lease) will become subject to or take advantage of any law relating to bankruptcy or insolvency, or being a corporation shall go into liquidation whether compulsory or voluntary (except for the purpose of reconstruction) then and in such cases it will be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to enter into or upon the premises or any part thereof without liability for trespass to have again repossess and enjoy as of the former estate of the Lessor as if this Lease had not been made, the cost of such re-entry or repossession to be a cost to be borne by the Lessee, but without prejudice to the right of action or remedy of the Lessor in respect of any antecedent breach of any of the terms by the Lessee herein contained.

15. INTEREST
Whenever pursuant to this document the Lessee is required to make payment to the Lessor and payment has not been made by the due date then and until the full amount has been paid interest will accrue on the unpaid moneys at the rate of fifteen per centum (15%) per annum.

16. PROPERTY CONDITION STATEMENT
The Lessee will if required by the Lessor sign and deliver to the Lessor or the Lessor's Agent within fourteen (14) days of execution of this document a property condition statement.

17. SECURITY BOND
The Lessee will deposit with the Lessor's Agent a Bond of \$ N/A
as security for the Lessee's compliance with this document which Bond may be applied to compensate and pay the Lessor for any breach or default of this Lease by the Lessee and any costs of the Lessor relating to the same.

18. ACCESS TO PREMISES
The Lessee will permit the Lessor, the Lessor's Agent or consultants or contractors to have access to the leased premises at all reasonable times.

19. NOTICES
Notices will be deemed to be served if served in accordance with Section 135 of the Property Law Act 1969 (as amended).

20. ASSIGNMENT AND SUBLETTING
The Lessee will not assign, sublet or part with the possession of the leased premises unless with the prior written approval of the Lessor or his agent, such approval not to be unreasonably withheld.

21. PREMISES DESTROYED
If at any time during the tenancy the building the subject of this Lease will be destroyed or damaged so as to become unfit for habitation and use (provided the monies payable under any policy of insurance effected by the Lessor will not have been rendered through any act or default of the Lessee) the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in case the parties cannot mutually agree by reference to a Licensed Valuer appointed by the Real Estate Institute of WA (Inc.) will be suspended and cease to be payable until the said premises will again have been rendered fit for habitation and use.

contract to lease commercial / industrial premises
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22. CHATTELS

The Lessor's chattels described below or in any attached annexure will be included in this Lease:

Air-conditioner

23. QUIET ENJOYMENT

Provided always that all terms and conditions of the Lease have been complied with the Lessee will be entitled to enjoy peaceful occupancy of the premises.

24. LEASE DOCUMENTATION

The Lessee will on demand by the Lessor execute a REIWA Standard Commercial/Industrial Property Lease (Part A & B) or a lease prepared by the Lessor's solicitors incorporating all the details and agreements noted in this Offer and such other terms and covenants as the Lessor's solicitors consider reasonable and necessary in the circumstances. The Lessee will pay the Lessor's solicitors' fees and disbursements for preparation of the lease and all applicable stamp duty.

This Contract is executed as a deed

25. PRIORITY OF TERMS

In the event of a draft lease being appended to this Offer, the covenants of the draft lease appended to this Lease take priority over the terms of this Lease with the exception of those principal terms and conditions which are physically entered upon this Lease.

26. PEST CONTROL

The Lessee will take all proper precautions to keep the leased Premises free of cockroaches, insects, rodents and other vermin and will, if it becomes necessary, but at the cost of the Lessee, employ from time to time or periodically professional pest controllers for that purpose.

27. GST

(i) In this clause the term "GST" means any goods and services tax imposed under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and its transitional and amending acts and regulations which is or may be levied or assessed or becomes payable in respect of rent, outgoings or in connection with the supply of the leased premises or any goods or services, facilities or other things by the Lessor to the Lessee under this contract or any extension, renewal or holding over.

(ii) The Lessee will pay to the Lessor any GST payable by the Lessor in accordance with the requirements of the GST Act. Such payments will be made by the Lessee prior to the date for payment of the GST by the Lessor or on the dates for the payment of rent, whichever is the earlier. The Lessee hereby indemnifies the Lessor in relation to the payment of any GST.

(iii) Any rent or other payment obligation stated or referred to in this contract does not include GST unless it is expressly included and GST must be paid in addition to that rent or payment obligation. Unless GST is expressly included, the consideration for any supply by the Lessor to the Lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

(iv) The Lessor must provide to the Lessee a GST tax invoice as required by the GST Act

28. INDEMNITY

The Lessee indemnifies the Lessor against any claims whatsoever, for any loss or damage or injury to persons, including any costs, claims or losses resulting from this Lease.

29. SPECIAL CONDITIONS

(If insufficient space refer to annexure)

The lessee shall pay for water and electricity usage, all other statutory outgoings such as rates taxes will be paid by the lessor, The lessee shall have use of two exclusive car bays located at the rear of the property for the lease duration



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30. GUARANTEE

- (i) In consideration of the Lessor accepting the Lessee's Offer to lease at the request of the Guarantors, the Guarantors named below (jointly and severally if more than one) unconditionally guarantee the due and punctual payment to the Lessor and performance of the Lessee's obligations pursuant to this contract and will indemnify the Lessor and keep the Lessor indemnified in respect of all monies which the Lessee becomes liable to pay to the Lessor and the performance of all terms, covenants, conditions and stipulations by the Lessee pursuant to this contract.
- (ii) This guarantee and indemnity will not be affected by:
 - (a) any indulgence or concession given by the Lessor to the Lessee or the Guarantors;
 - (b) any variation of the provisions of this contract;
 - (c) the death or bankruptcy of the Lessee or the Guarantors;
 - (d) the Lessee's liability under this contract becoming invalid, illegal or unenforceable through any act or omission.

(Guarantor's full name, address and telephone numbers)

N/A

SIGNED BY THE GUARANTOR

(Individual)

SIGNED by _____

Signature

In the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full name of Corporation

_____ ACN/ABN

EXECUTED BY THE GUARANTOR PURSUANT
TO ITS CONSTITUTION AND THE CORPORATIONS ACT

Sole / Director

Full Name of Director

SIGNED BY THE GUARANTOR

(Individual)

SIGNED by _____

Signature

In the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full name of Corporation

_____ ACN/ABN

EXECUTED BY THE GUARANTOR PURSUANT
TO ITS CONSTITUTION AND THE CORPORATIONS ACT

Director / Secretary

Full Name of Director / Secretary

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on the 13 day of January 2022

SIGNED BY THE LESSEE (Individual)
SIGNED by
[] (FULL NAME)
[] Signature

SIGNED BY THE LESSEE (Individual)
SIGNED by
[] (FULL NAME)
[] Signature

In the presence of:
[] Signature of Witness
[] Full name of Witness
[] Address of Witness
[] Occupation of Witness

(Corporation)
DM Drainage and Construction Pty Ltd atf the DM Unit Trust
[] Full name of Corporation
[] ACN/ABN
EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT)
[] Sole / Director
[] Full Name of Director

(Corporation)
[] Full name of Corporation
[] ACN/ABN
EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT)
[] Director / Secretary
[] Full Name of Director / Secretary

SIGN HERE

contract to lease commercial / industrial premises
by offer and acceptance (other than retail premises)



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ACCEPTANCE

*We (the Lessor)

accept this offer and acknowledge the Agent's leasing fees shall be due and payable by us upon the Lessee taking possession of the leased premises, or upon the execution of this contract whichever is the earlier and shall be payable from any monies held by the Agent and any balance owing shall be payable within seven (7) days of invoice.

Dated the day of 20

<p>SIGNED BY THE LESSOR OR THE LESSOR'S AGENT (Individual)</p> <p>SIGNED by</p> <input type="text"/> <small>(FULL NAME)</small> <input type="text"/> <small>Signature</small> <p>In the presence of:</p> <input type="text"/> <small>Signature of Witness</small> <input type="text"/> <small>Full name of Witness</small> <input type="text"/> <small>Address of Witness</small> <input type="text"/> <small>Occupation of Witness</small> <p>(Corporation)</p> <input type="text"/> <small>Full name of Corporation</small> <input type="text"/> <small>ACN/ABN</small> <p>EXECUTED BY THE LESSOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT</p> <input type="text"/> <small>Sole / Director</small> <input type="text"/> <small>Full Name of Director</small>	<p>SIGNED BY THE LESSOR OR THE LESSOR'S AGENT (Individual)</p> <p>SIGNED by</p> <input type="text"/> <small>(FULL NAME)</small> <input type="text"/> <small>Signature</small> <p>In the presence of:</p> <input type="text"/> <small>Signature of Witness</small> <input type="text"/> <small>Full name of Witness</small> <input type="text"/> <small>Address of Witness</small> <input type="text"/> <small>Occupation of Witness</small> <p>(Corporation)</p> <input type="text"/> <small>Full name of Corporation</small> <input type="text"/> <small>ACN/ABN</small> <p>EXECUTED BY THE LESSOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT</p> <input type="text"/> <small>Director / Secretary</small> <input type="text"/> <small>Full Name of Director / Secretary</small>
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A true copy of this document has been received by each of the signatories hereto -

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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INITIAL

COPYRIGHT

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09/10

7.3 MANAGED ICT SERVICES - RFT04 2021-22 - AWARD OF TENDER - REPORT

Procedural Motion:

That the meeting be closed to the public to discuss confidential item “Managed ICT Services – RFT04 2021-22 – Award of Tender” under the terms of the Local Government Act 1995, Section 5.23 (2)(c) and (e).

Report Reference Number	SCR-81
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting date	Tuesday, 25 January 2022
Voting requirements	Simple Majority
Documents tabled	<ol style="list-style-type: none"> 1. Tender Submission – Focus Networks (Confidential) 2. Tender Submission – Integrated ICT (Confidential) 3. Tender Submission – RSM (Confidential) 4. Tender Submission – Telstra (Confidential) 5. Financial Check – Focus Networks (Confidential) 6. Reference Checks – Focus Networks (Confidential)

Attachments

1. **Tender Evaluation Report RFT04 2021-22 (Confidential)**
2. TOEF Tender Documentation – RFT04 2021-22
3. Town of East Fremantle Strategic IT Plan

Disclosure of Interest: All panel members were required to complete a “Conflict of Interest” declaration prior to undertaking the assessment to confirm that to the best of their knowledge no actual, potential or perceived conflict exists.

PURPOSE

To advise Council on the evaluation of the Request for Tender (RFT04 2021-22) submissions received for Managed ICT Services and to award the contract.

EXECUTIVE SUMMARY

The Town of East Fremantle has undertaken a tender process to award a contract for Managed ICT Services encompassing the following services:

- IT Support Services
- Managed Back Up and Recovery
- Managed Infrastructure
- Managed Firewall
- Microsoft Licencing
- Ad hoc Projects

The proposed Contract shall be in place for a period of three (3) years from the date of award; with Principal instigated options to extend the period for up to twelve (12) months after that, to a maximum of two (2) years. This Contract is expected to commence February 2022.

BACKGROUND

The Town of East Fremantle has been outsourcing its IT Services for many years. The incumbent provider is Focus Networks. This arrangement is governed by a Managed Services Agreement.

Given the annual expenditure under the aforementioned Agreement, the Town is required to invite public tender for the provision of these services pursuant to section 3.57 of the *Local Government Act 1995* and the *Local Government (Functions and General) Regulations 1996*.

The Town's Server Infrastructure is also older than 5 years, and additional warranties are become difficult and expensive to renew. This infrastructure will be replaced as part of this tender.

The RFT documentation was prepared by the Town based on the Town's pre-existing RFT pro-forma and modified to include WALGAs proforma ICT Member Contract.

The Town engaged McLeod's to undertake a legal review of the document prior to the Tender being advertised.

The RFT includes various Schedules that were required to be completed by the Respondent, and these documents together with the Tenderers Offer Form and Formal Instrument of Agreement, will comprise the Contract.

CONSULTATION

The Tender was advertised in the West Australian newspaper and on the Town of East Fremantle's website, with an advertising date of 30 October 2021. The RFT closing date was Friday 26 November 2021 at 4pm WST.

The following table shows what responses were received.

Respondent	Submission Date
Focus Networks	25/11/2021
Integrated ICT	26/11/2021
RSM Australia Pty Ltd	26/11/2021
Telstra Business Technology Centre	25/11/2021

Tender submissions were reviewed by an evaluation panel consisting of:

- Peter Kocian, Executive Manager Corporate Services
- Bron Browning, Coordinator Corporate Services
- Sam Dolzadelli, Manager Finance
- Connor Warn, Waste and Sustainability Officer

STATUTORY ENVIRONMENT

Local Government Act 1995 s3.57 – Tenders for providing goods or services

- (1) *A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) *Regulations may make provision about tenders.*

Local Government (Functions and General) Regulations 1996 – (11A)

Require that tenders be publicly invited for such contracts where the estimated cost of providing the total service is expected to be, more or worth more, than \$250,000.

POLICY IMPLICATIONS

Purchasing Policy – 4.2.4

FINANCIAL IMPLICATIONS

In this RFT, the Town adopted a best value for money approach, as it does for all tenders. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

The Town's 2021/22 Budget includes the following recurrent allocations based on requirements identified during the budget process:

• Managed Services	\$48,000
• IT Support Costs	\$48,000
• IT Project Costs	\$10,000
• Data Services (Server Replacement and Cloud Storage)	\$35,000
• Microsoft Licenses	\$21,000
	\$162,000

This expenditure is budgeted against general ledger account E04221. The contract price will be slightly more than the budgeted amount, which will necessitate a budget amendment during the mid-year budget review.

The following is an assessment of prices submitted by each of the respondents against the Towns Budget:

Item	Adopted 2021/22 Budget	Focus Networks	Integrated ICT	RSM	Variance (Focus – Preferred Respondent) with Budget	Explanation for Variance
IT Support Services	\$48,000	\$80,640	\$52,380	\$89,135	(\$32,640)	The number of IT support tickets has increased, averaging over 100 per month. This price however includes complex tickets, up to a maximum value of \$3k per occasion.
Managed Backup and Recovery	\$38,000	\$20,664	\$52,370	\$25,750	\$17,336	Favourable – new infrastructure
Managed Infrastructure	\$35,000	\$28,800	\$54,596	\$29,724	\$6,200	Favourable – new infrastructure
Managed Firewall	\$10,000	\$7,380	Included in above cost	\$10,553	\$2,620	Favourable – new infrastructure
Microsoft Licensing	\$21,000	\$28,212	\$34,681	\$28,476	(\$7,212)	Standard CUA pricing. Additional Licenses requested including Visio and MS Project.

Project/Other Costs	\$10,000	\$17,983			(\$7,983)	Now includes annual vulnerability scans (\$2,640) and compilation/renewal of IT Policy/Plans (\$3,400)
TOTAL	\$162,000	\$183,679	\$194,027	\$183,638	(\$21,679)	

STRATEGIC IMPLICATIONS

Strategic Priority 5: Leadership and Governance applies under the Strategic Community Plan.

5.1.1 Strengthen governance, risk management and compliance.

5.1.3 Improve the efficiency and effectiveness of services

5.3.2 Improve organisational systems with a focus on innovation.

RISK IMPLICATIONS

Risks

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That Council do not accept any Tender for the provision of Managed ICT Services, resulting in non-compliance with section 3.57 of the LGA	Unlikely (2)	Moderate (3)	Moderate (5-9)	COMPLIANCE Some temporary non-compliances	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
	Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
	Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
	Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
	Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

Risk Rating

Risk Rating	6
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Not Applicable

COMMENT

A detailed assessment has been completed on all tender by a 4-person evaluation panel, resulting in the following qualitative scoring:

Organisation	Total Qualitative Score	Total Indicative Pricing (5 years) ex GST
Focus Networks	83.75	\$922,577
RSM	73.50	\$941,530
Integrated ICT	69.38	\$993,350

Focus Networks were therefore ranked 1st in terms of both qualitative scoring and price.

Further detail of the above assessment is included in the attached evaluation report including referee checks and financial checks.

Given that Focus Networks is also the Town's incumbent IT provider and has an exhaustive knowledge and understanding of the Town's IT environment, this provides a high level of confidence that the tender response has been scoped and priced correctly.

RSM and Integrated ICT provided the following disclaimers in their response, which would more than likely give rise to a contract/price variation if they were the successful respondent:

Integrated ICT

The Town of East Fremantle would be required to sign and accept the Dell Finance Lease Agreement for the two physical servers. Should the ToEF award an extension to the contract, a quotation for the replacement and installation of updated infrastructure will be provided. The contract price is not inclusive of this replacement infrastructure.

Vendor support is required for application data migration; enough rack space is assumed to be available; enough free ports are assumed to be available; decommission of redundant equipment is not included in scope; network switch configuration is to be completed by the client.

RSM

The set-up fee for the Managed Infrastructure Service is based on an assumption that the virtual servers will simply be relocated to the new hardware, but the respondent is unaware of all of the applications, configuration and data required. The respondent has indicated that they would provide a more accurate price estimate following a thorough technical review.

Telstra

Telstra also submitted a non-conforming tender as it did not fully meet the technical specifications. Schedule 4 of Telstra's response indicates that the existing server hardware already owned by the principal will be relocated to the off-site data centre and must have existing warranties. They haven't included pricing for the provision of new server infrastructure as requested.

CONCLUSION

Focus Networks is recommended as the preferred respondent. Subject to Council resolution, assistance will be sought from McLeod's (the Town's legal agent) to finalise the contract.

OFFICER RECOMMENDATION

Council Resolution 03270122

Moved Cr Nardi, seconded Cr Donovan

That Council:

- 1. accept the Tender submitted by Focus Networks for the provision of Managed ICT Services (RFT04 2021-22) for the following term and price basis:**

Term	Indicative Annual Lump Sum (Ex GST)	Establishment Costs (Ex GST)	Indicative Contract Price (Ex GST)
3 Year Term	\$183,679	\$4,182	\$555,219
2 x 1 Year Options exercisable by the Town	\$183,679		\$367,358
Total			\$922,577

NB: The Tendered Price is not a lump sum price as there is a price variation mechanism for Managed Proactive Services as some services attract additional charges:

- Attendance on-site for any visit excluding monthly onsite support visit \$140per hour (minimum 3 hours)
- Project work over the value of \$3k – this will be charged at the project work rate of \$170per hour and may include the project management rate of \$190per hour
- After hours support which is outside business hours. This will be charged at the penalty rate of \$120per hour as a minimum one-hour block for remote and a minimum three-hour block for onsite
- Agentless computers that do not have the RMM tool installed. Support will be charged at the remote support rate of \$135per hour.
- Website modifications for an internal or external website. Support will be charged at \$135per hour.
- Other network support such as firewall, telephony system or CCTV. Support will be charged at \$135per hour.

- 2. authorise the Chief Executive Officer to finalise the contract with Focus Networks within the defined parameters of the tender and the following Schedules contained within the Tenderer's Submission:**

Schedule 1 – General ICT Specifics

Schedule 2 – Externally Delivered Services Specifics

Schedule 4 – Equipment and Related Services Specifics

Schedule 5 – Licensed Products and Related Services Specifics

Schedule 6 – Transition Plan

Schedule 7 – Service Levels

- 3. subject to 2 above, authorise the Mayor and Chief Executive Officer to sign and affix the Town's Common Seal to the contract for the provision of Managed ICT Services to the Town.**

(CARRIED 7:1)

Cr Natale has requested that his vote against the motion be recorded.

REPORT ATTACHMENTS

Attachments start on the next page

Attachment -1

Confidential Attachment



Request for Tender RFT 04-2021/22

Submission to be received by 4pm (WST) Date: Friday 26 November 2021 Late submissions will not be accepted	
Request for Tender:	Managed ICT Services – Town of East Fremantle
Deadline:	4pm WST Friday 26 November 2021
Address for Delivery:	Chief Executive Officer Town of East Fremantle 135 Canning Highway EAST FREMANTLE WA 6158
Posted to:	Chief Executive Officer PO Box 1097 EAST FREMANTLE WA 6959.
Emailed to:	RFT 04-2021/22 tenders@eastfremantle.wa.gov.au
RFT Number:	04-2021/22

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PART 1 CONDITIONS OF TENDERING

1.1. Definitions

Below is a summary of some of the important defined terms used in this Request:

AS/NZS	Means Australian and New Zealand Standard.
Appendix(ces):	Means the documents attached to the Request for Tender.
Attachments:	The documents you attach as part of your Tender.
Contract	Means the contract arising upon the Principal's acceptance of a Tender.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgment of your Tender as detailed on the front cover of this Request.
Formal Instrument of Agreement	Means the formal instrument of agreement contained in Appendix 1 of this Request.
General Conditions of Contract:	Means the General Conditions of Contract contained in Part 3 of this RFT.
Offer:	Your offer to supply the Requirements.
Principal:	Town of East Fremantle.
Request OR RFT OR Request for Tender	This document.
Requirements:	The Goods and/or Services requested by the Principal.
Selection Criteria:	The criteria used by the Principal in evaluating your Tender as set out in the Conditions of Tendering.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected as set out in Part 2 of this RFT.
Tender:	Your completed Offer form, Response to the Selection Criteria and Attachments.
Respondent or Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.2. Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and keep this part*).

Part 2 – Specification (*read and keep this part*).

Part 3 – General Conditions of Contract (*read and keep this part*)

- Parts A – D (*read and keep*)
- Schedules 1 – 7 (*read and keep*)

Part 4 – Offer Form (*complete and return this part*)

Appendix 1 – Formal Instrument of Agreement (*read and keep this part*)

Additional Documents

- (a) Addenda and any other special correspondence issued to Respondents by the Principal.
- (b) Any other policy or document referred to but not attached to the Request.

1.3. How to Prepare Your Tender

- (a) Carefully read all parts of this Request;
- (b) Ensure you understand the Requirements;
- (c) Complete and return the Offer Form in all respects and include all Attachments;
- (d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- (e) Lodge your Tender before the Deadline.

1.4. Contact Persons

Respondents should not rely on any information provided by any person other than the persons listed below:

Name:	Peter Kocian, Executive Manager Corporate Services Bron Browning, Coordinator Corporate Services
Telephone:	(08) 9339 9339
Email:	tenders@eastfremantle.wa.gov.au

All questions have to reach the Town of East Fremantle at least 3 working days prior to the Deadline otherwise they will not be answered.

The Principal will circulate a copy of any question(s) and the Principal's response to every person or company that has collected a copy of the Request documents. This information will be provided by email to a person nominated by the prospective organisation. The Principal will not respond to verbal requests and

will not provide prospective Tenderers with verbal responses.

1.5. Lodgment of Tenders and Delivery Method

Tenders must be lodged by the Deadline. The Deadline for this request is **4.00pm (WST) Friday 26 November 2021.**

The Tender is to be:

- (a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request and Delivered by hand to the Town Hall, 135 Canning Highway, East Fremantle; or
- (b) submitted by email to tenders@eastfremantle.wa.gov.au

Hard copy tenderers must submit **two (2)** signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively, and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

In submitting their Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms or other disabling features which may affect the Principal's provider portal and/or the Principal's computing environment. Responses found to contain viruses, worms or other disabling features may be excluded from the evaluation process.

1.6. Disclaimer and acknowledgement

Tenderers acknowledge that:

- (a) although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the internet by the Tenderer will not occur; and
- (b) lodgment of the Tender on time and in accordance with these Conditions of Tendering is entirely the Tenderer's responsibility; and
- (c) the Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

1.7. Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- (a) It is not submitted before the Deadline; or
- (b) It is not submitted in the manner specified in the Request.

A Tender may be rejected if it fails to comply with any other Requirement of the Request.

1.8. Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest priced Tender or the highest ranked Tender and may decline to accept any or all Tenders submitted.

1.9. Notification and Formation of Contract

No Tender is to be deemed accepted until the Principal has notified the successful Tenderer in writing that its Tender has been accepted.

Upon acceptance of a Tender by the Principal, the completed Tender Documents and any correspondence between the successful Tenderer and the Principal in which the Principal gives written notice of its acceptance of any minor variation to the Specifications shall constitute the contract between the Principal and the Tenderer.

The successful Tenderer shall then be required to execute the Formal Instrument of Agreement in the form specified within seven (7) days of receipt of the notice of acceptance.

All Tenderers will be advised of the Tender outcome in writing by the Principal within ten (10) working days of a Tender being accepted by the Principal.

1.10. Confidentiality of Tender Information

The Principal will treat all information provided in a Tender as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law or this Request.

Documents and other information relevant to a Tender or the Contract may be disclosed when required by law under the *Freedom of Information Act 1992*, under a Court order or this Request.

1.11. Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the

later, unless extended by mutual agreement between the Principal and the Respondent in writing.

1.12. Alternative Tenders

The term "Alternative Tender" within this Request shall mean:

- (a) Tenders submitted and identified by a Tenderer as an "Alternative Tender";
- (b) Tenders submitted other than in accordance with the Requirements; or
- (c) Tenders not submitted using the Offer Form.

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General Conditions of Contract must in all cases be clearly marked "**Alternative Tender**". The document must clearly specify wherever it fails to comply with the Requirements, and state the reasons for each non-compliance. It must demonstrate, in detail, how the Alternative Tender will benefit the Principal.

The Principal may in its absolute discretion reject any Alternative Tender as a non-conforming Tender.

Any printed "General Conditions of Contract" shown on the reverse of a Respondent's letter or Offer form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender and the Respondent's proposed General Conditions of Contract are expressly accepted by the Principal.

1.13. Respondents to Inform Themselves

Respondents will be deemed to have:

- (a) examined the Request and any other information available in writing to Respondents for the purpose of submitting a Tender;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Requirements and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (d) acknowledged that the Principal may enter into negotiations with a chosen Respondent and that negotiations are to be carried out in good faith; and

- (e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.14. Warranties

By submitting a Tender, a Tenderer warrants that:

- (a) all information contained in the Tender is accurate;
- (b) the Tender is in all respects an independent Tender; and
- (c) in the preparation of the Tender, no collusion has taken place between the Tenderer and any other Tenderer or, except to the extent specifically disclosed in the Tender, between the Tenderer and any other interested party.

1.15. Joint Tenders

Where a Tender is lodged in the names of two or more persons or corporations, either by way of a joint venture, partnership or otherwise, irrespective of the relationship between the parties, each person or corporation shall be jointly and severally bound by the terms of the Tender and, if the Tender is accepted, shall be jointly and severally liable under any resulting agreement with the Principal.

1.16. Conflict of Interest

Tenderers must not place themselves in a position which may, or does give rise to a conflict of interest between themselves and the Principal during the Tender Process.

If any actual or potential conflict of interest with the Principal arises at any time during the Tender Process, the Tenderer is to immediately notify the Principal in writing.

In the event of an actual or potential conflict of interest the Principal may, in its absolute discretion:

- (a) resolve any actual or potential conflict of interest with a Tenderer; or
- (b) refuse to consider the Tender lodged by such a Tenderer; or
- (c) take any other action it considers appropriate.

1.17. Alterations

The Respondent must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Respondents where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.18. Risk Assessment

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any credit rating agency;
- (b) any financial analytical assessment undertaken by any agency; and
- (c) any information produced by the Bank, financial institution, or accountant of a Respondent;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Respondents may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Respondents are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Respondents and will be treated as strictly confidential.

1.19. Evaluation Process

Your Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg quoted prices) and other relevant whole of life costs are considered.
- (c) The most suitable Respondents may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Respondent.

A Contract may then be awarded to the Respondent whose Tender is considered the most advantageous Tender to the Principal.

1.20. Selection Criteria

The Contract may be awarded to a sole Respondent/Respondent who best demonstrates the ability to provide

quality products and/or services at a competitive price. The Quoted prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.21. Compliance Criteria

These criteria are detailed within part 4 this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

1.22. Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Respondent against the qualitative criteria as detailed within Part 4 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Respondents address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.

1.23. Value Considerations

Non Weighted Price Criteria

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Respondents to complete the Requirements and a number of factors will be considered including:

- (a) the qualitative ranking of each Respondent;
- (b) the pricing submitted by each Respondent;

Once the Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The quoted price will be considered along with related factors affecting the total cost to the Principal (eg the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

1.24. Price Basis

Fixed Prices

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Quoted prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices quoted must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.25. Intellectual Property

The Request and such intellectual property rights as may exist in the information contained in the Request shall remain the property of the Principal. A Tenderer is only permitted to use the Request for the purpose of preparing a Tender in response and for the purpose of conducting any contract negotiations with the Principal.

The Tenderer authorises the Principal, its officers, employees, agents and advisers to adapt, modify, disclose, reproduce or do anything else necessary (in the Principal's sole opinion) to the whole or any portion of the Tender for the purposes of:

- (a) Tender evaluation;
- (b) negotiating and/or entering into a contract with any party for the delivery of the Requirements or similar requirements;
- (c) managing a contract with a successful Tenderer (if any); or
- (d) anything else related to the above purposes, including governmental and parliamentary auditing and reporting requirements.

All documents, materials, articles and information submitted by the Respondent as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Respondent at the conclusion of the Tender process PROVIDED that the Respondent is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.26. Canvassing of Officials

If the Respondent, whether personally or by an agent, canvasses any of the Principal's Councillors or Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Respondent, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Respondent from consideration.

1.27. Identity of the Respondent

The identity of the Respondent and the Contractor is fundamental to the Principal. The Respondent will be the person, persons, corporation or corporations named as the Respondent in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender, the Respondent will become the Contractor.

1.28. Costs of Responding

The Principal will not be liable for payment to the Respondent for any costs, losses or expenses incurred by the Respondent in preparing their Offer.

1.29. Confidentiality

The Tenderer must keep confidential all information concerning the Principal, received as a result of, or in connection with, the submission of a Tender which the Principal has indicated to Tenderers is confidential or which Tenderers know or ought to know is confidential.

The Principal reserves the right to require that information concerning the Principal, received by a Tenderer as a result of, or in connection with, the submission of a Tender (and copies of such information) be either destroyed by the Tenderer or alternatively returned to the Principal at any time. The Principal may also require that the Tenderer provide evidence (in a form satisfactory to the Principal) that any Principal's requirements in this respect have been fully complied with.

1.30. Town of East Fremantle Code of Conduct

The Town of East Fremantle is committed to establishing and sustaining a corporate culture that upholds high ethical standards and promotes compliance with applicable laws, regulations and policies.

In this regard, the Town has adopted a Code of Conduct that sets out standards of conduct and responsible behaviour to guide decision-making and the way the Town's Councillors and employees do their work. The Town would like all of its business partners to be aware of our standards and assist us by upholding them in

the conduct of our relationships.

In particular, the Town's Code of Conduct prohibits Councillors, employees and their families from soliciting and receiving gifts and other valuable consideration from a company or entity that is doing or is seeking to enter into a business or social relationship with the Town. The only exception is occasional gifts and entertainment of a nominal value extended out of courtesy in the normal course of business.

Additionally, Councillors and employees are not to have business dealings and relationships that may impair their objectivity and compromise their duty to act in the best interests of the Town at all times.

In an effort to ensure Councillors and employees comply with the Town's standards and in order to maintain the integrity and transparency of our relationship, we request your company observe and uphold the standards set out in our Code of Conduct at all times.

A copy of the Town's Code of Conduct can be obtained on request or can be accessed on the Town's website at:

https://www.eastfremantle.wa.gov.au/Profiles/eastfremantle/Assets/ClientData/1_2_1_Code_of_Conduct.pdf

1.31. Disability Access & Inclusion

All State Government agencies and local governments have a Disability Access and Inclusion Plan (DAIP). External agents and contractors that interact with the public on their behalf must comply with the DAIP by ensuring equitable access for people with disability.

A copy of the Town's 2020-2025 Disability Access and Inclusion Plan can be obtained on request or can be accessed on the Town's website at:

https://www.eastfremantle.wa.gov.au/Profiles/eastfremantle/Assets/ClientData/Document-Centre/other-documents/Town_of_East_Fremantle_Disability_Access_and_Inclusion_2020-2024.pdf

1.32. Online Contractor Induction

The Town of East Fremantle requires all contractors, consultants, labour-hire companies and their employees who are performing work for or on behalf of the Town to complete on-line Contractor Management Training.

If you are a company representative or business owner who is providing goods or services to the Town, you must direct ALL of your employees who will be undertaking work on your behalf and provide the following information onto the Town's register:

Company Name;

Employee Position;

Employee Name;

Employee Contact Mobile Number;
Employee work email address.

Once the Register is completed or when updated, the Town will invite individual employees to complete their Occupational Safety & Health inductions. The individuals may not commence any onsite works until the registration process has been completed, and employees or sole traders have completed and been issued with a valid Town of East Fremantle Occupational Safety & Health Induction certificate.

There is no cost to complete the induction training, and there is no limit on how many employees may be inducted.

1.33. Exclusion of liability

Tenderers acknowledge and agree that the Principal will not be liable to any Tenderer on the basis of promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this Request for Tender process including any circumstances where:

- (a) a tenderer is not invited to participate in any subsequent process following completion of this Request;
- (b) the Principal varies or terminates the Request;
- (c) the Principal decides not to contract for all or any of the Requirements; or
- (d) the Principal exercises or fails to exercise any of its other rights under or in relation to this Request.

1.34. Tender Opening

Tenders will be opened in the Principal's offices at the same day of Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

PART 2 SPECIFICATION

Town of East Fremantle

2.1. Specification

The Town seeks services to support its information, communications and technology environment.

Term

The term of these services is for **three years with two optional one-year extensions.**

Scope

The Town’s requirements and operating profile across six key service categories are outlined below:

- IT Support Services
- Managed Backup and Recovery
- Managed Infrastructure
- Managed Firewall
- Microsoft Licensing
- Adhoc Projects

A current network diagram is included in this Specification.

2.2. IT Support Services

Vision

- An outsourced ICT services model using contracted resources.
- Services under this contract focus on core operational activities including user support (Help Desk), device and server management, technical environment documentation, change documentation.
- Effective collaboration between internal staff and contracted resources is encouraged and fostered by all parties.

Contractor requirements

(a) 20/21 financial year support statistics

Support Type	Calls Closed
Server/ Storage/AD	378
Application	376
Laptop/Tablet	157
Network	122
Phone	117
Total Calls	1,150

- (b) Monitoring and management of Town users and devices.
- (c) Monitoring and management of Town infrastructure: servers, switches, UPS and WIFI.
- (d) Business hours support.
- (e) After hours ad hoc support.
- (f) Onsite and remote support per the Contractor's support model. It is desirable to include regular onsite support visits during business hours.
- (g) Service desk and remote management software toolsets
 - o Town staff can log and track requests via email and are also able to log requests by phone
 - o The Contractor must provide capability for internal Town IT resolver groups to participate in incident, problem and change management processes using the toolsets
 - o Documented procedures relating to the Town's systems and processes is maintained
- (h) Daily morning health checks for issue identification, logging and remediation.
- (i) Proactive monitoring of devices for changes with alerting, logging and remediation processes.
- (j) Managed Anti-Virus / Anti-Malware for all Windows desktop and server endpoints.
- (k) Hosted Anti-Spam / Anti-Virus / Backup MX solution for email filtering.
- (l) Multi-Factor-Authentication for the Contractor, Towns staff and Councillors.
- (m) Firmware updates to patch the Town's physical and virtual computing environment.
- (n) Windows updates for the Town's desktop and server environment on a scheduled basis and with appropriate testing and quality controls.
- (o) Third party software patch management including scheduled vulnerability scanning, documentation, issue logging and remediation.
- (p) Site documentation for the Town's infrastructure (physical and virtual), systems (including cloud) and networks. This will require updates for any changes and must remain the property of the Town.
- (q) Scheduled onsite equipment moves.
- (r) Windows standard operating environment management.
- (s) Mobile device management.
- (t) Contract reporting
 - o Monthly reporting highlighting: support tickets statistics; SLA information; upcoming renewals; outages; expenditure
 - o Quarterly meeting to review performance of the Contractor and the Town
- (u) Annual review of network access
 - o Security logs for network and remote access
 - o Onboarding and offboarding of user accounts, including backup and archiving of user profiles
 - o Restricted/privileged account access
 - o Disabled accounts to ensure no unauthorised access
 - o Auditing of Firewall rulesets and security services
- (v) Change management
 - o Provide Change Management planning in relation to IT Support and IT Projects for the Town
 - o Maintain a register or history of Change Management plans for the Town to satisfy audit requirements
 - o Provide risk assessment, roll back planning and business impact analysis with final approval from the Town staff
- (w) Vulnerability management
 - o Regular internal and external vulnerability assessments using appropriate tools to ensure all known vulnerabilities are identified

- Vulnerability results are remediated or managed through additional project work as required
- (x) IT Disaster Recovery Plan (DRP)
 - Update the DRP annually or whenever a major revision has been undertaken on IT services or underlying infrastructure

2.3. Managed Backup and Recovery

Vision

- An outsourced backup and recovery solution that secures the Town from data loss and provides an offsite recovery solution in the event of disaster.
- Onsite and offsite backup.
- Offsite recovery.
- Future backup of the Town’s Office 365 environment.
- All infrastructure and licensing provided to the Town as a service.

Contractor requirements

(a) On-premise server environment July 2021 statistics:

Operating System	Production	Total
Windows	9	9
Linux	1	1
Total	10	10
Total used storage		2.8 TB

- (b) Backup of Office 365 environment
- Not yet implemented
 - ☑ This contract will be used to extend backup to Exchange Online, OneDrive, SharePoint, Teams
 - ☑ Migration of mail and file data to Office 365 is planned for December 2021
- (c) Backups with minimum retention periods:

Backup	Onsite	Offsite
Hourly	Two weeks	
Daily		One month
Weekly		Two months
Monthly		Six months
Biannual		Seven years

- (d) Data restoration for individual components of servers backed up.
- (e) Backup verification testing of servers at least once per month.
- (f) Offsite server restoration and recovery: server replicas for nominated servers to present on the Contractor’s external environment as cold virtual servers ready for immediate failover if required during a disaster scenario. This must be tested at least annually.
- (g) Tape archive, whereby archive tapes remain the property of the Contractor and must be stored in a secure environment.
- (h) Daily verification of scheduled backup activities with appropriate issue logging and remediation as required.

- (i) Ad hoc offsite recovery testing of partial or full servers as requested by the Town. This would represent a live cutover process.

2.4. Managed Infrastructure

Vision

- An outsourced infrastructure and virtualisation solution that provides the Town with a highly available computing environment.
- All Server and storage infrastructure and any storage replication licensing is owned and maintained by the Contractor.
- Primary server and storage infrastructure hosted by the Town on-premises (Admin building).
- Offsite replication to an external host managed by the Contractor.
- As no capital expenditure budget is available, this must be presented as an operating expenditure (monthly fee).

Contractor requirements

- (a) Current on-premise server storage environment July 2021 statistics:

Operating System	Production
Windows	9
Linux	3
Total	12
Total provisioned storage	3.9 TB

- (b) Current on-premise server computer environment July 2021 statistics:

Operating System	vCPUs	vRAM
Windows	36	76
Linux	12	18
Total	48	94

- (c) Future hardware requirements for server infrastructure:

Site	Min Hosts	CPU Per Host	PCI-NVME Read Cache	Provisioned Enterprise SSD	Networking
Admin Building	2	2	1.0TB	3.9TB	Dual 10Gb LAN Per Host
Data Centre	2	Xeon 2	N/A	3.9TB	Dual 10Gb LAN Per Host

		Xeon		
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- (d) Offsite replication between Admin Building infrastructure and the Data Centre infrastructure will require secure, encrypted transit.
- (e) Offsite replication between Admin Building infrastructure and the Data Centre infrastructure target must be daily or better.
- (f) The Admin Building infrastructure will utilise PCI NVME caching to maximise read performance.
- (g) Maintenance and replacement as required for any firmware upgrades, faults, failures and repairs to the onsite and offsite storage solutions. Minimum response time requirements are provided in Schedule 7.
- (h) The Contractor must maintain warranty across all parts of the solution.
- (i) At the Contractor’s cost, and scheduled in agreement with the Town, storage solution infrastructure must be replaced before any hardware reaches four years of age.
- (j) Caching solution to improve read and write performance where possible.
- (k) Daily verification of the onsite and offsite storage solutions to confirm consistency with issue logging and remediation as required.
- (l) Ad hoc offsite recovery testing of partial or full servers as requested by the Town. This would represent a live cutover process.

2.5. Managed Firewall

Vision

- An outsourced firewall solution that provides the Town with deep packet inspected coverage.
- All hardware and software licensing owned and maintained by the Contractor.

Contractor requirements

- (a) Firewall performance requirements:

	DPI Throughput	Security Services	Website Content Filtering
Admin Building	1000Mbps	/GAS/IPS	RL, IP Address and website
Depot	600Mbps	/GAS/IPS	RL, IP Address and website
Tricolore	100Mbps	/GAS/IPS	RL, IP Address and website

- (b) Rapid replacement for a hot spare.
- (c) Monthly reporting to highlight data usage and security protection.
- (d) Maintenance as required for any firmware upgrades or failures.
- (e) The Contractor must maintain warranty across all hardware.

- (f) Offsite log retention for a minimum of 90 days.
- (g) Annual firewall ruleset audit.

2.6. Microsoft Licensing

Vision

- Annual SPLA licensing to continue.
- Monthly SPLA licensing to continue.

Contractor requirements

(a) Current annual Microsoft licensing requirements:

Annual CSP Subscription	Qty
Windows Server Standard – 8 Core License Pack – 1 year	8
Windows Server Remote Desktop Services CAL- 1 User CAL – 1 year	35
Windows Server CAL – 1 User CAL – 1 year	40

(b) Current monthly Microsoft licensing requirements:

Monthly CSP Subscription	Qty
MICROSOFT CSP INTUNE MTH SUB	14
MICROSOFT CSP M365 BUSINESS ST D MTH SUB	1
MICROSOFT CSP O365 E1 MTH SUB	9
MICROSOFT CSP O365 E3 MTH SUB	45
MICROSOFT CSP PROJECT PLAN 3 M TH SUB	2
MICROSOFT CSP VISIO PLAN 2 MTH SUB	9

2.7. Adhoc Projects

Vision

- An outsourced ICT services model using contracted resources.
- Services under this contract focus on additional project activities.
- Collaboration between internal staff and contracted resources is encouraged and fostered by all parties.

Contractor requirements

- (a) Requirements scoping and definition
- (b) Design and specification
- (c) Delivery and resourcing scheduling
- (d) Configuration and testing

(e) Implementation, handover and final documentation

2.8. Town of East Fremantle Overview

Relevant to this request for services, the Town's operating profile is characterised by:

TYPE	DESCRIPTION
Site locations	<ul style="list-style-type: none"> A – Admin Building (Town Hall) B – Depot Building C – Tricolore D – Dovenby
Staff	<ul style="list-style-type: none"> • Approximately 43 Windows 10 devices for Town staff • 9 BYOD devices for Councillors • 11 Samsung Tablet devices for Operations staff
Office 365	<ul style="list-style-type: none"> • Existing Office 365 Tenancy • Office 365 Desktop Applications • Microsoft Exchange 2016 for email • Microsoft SharePoint for Councillor collaboration • Microsoft Teams for conferencing and collaboration
Network links	<ul style="list-style-type: none"> • Admin Building – Exetel 100/40 NBN • Admin Building – TPG 1000Mb/1000Mb Fibre • Depot – TPG 1000Mb/1000Mb Fibre • Tricolore – TPG NBN Business 100/40 • Tricolore – Optus 4G • Dovenby – Dual 1Gb private Fibre links
Network infrastructure	<ul style="list-style-type: none"> • 6 managed switches – see <i>Appendix C</i> • 1 managed UPS – see <i>Appendix C</i> • 7 managed wireless access points – see <i>Appendix C</i>
Security software	<ul style="list-style-type: none"> • MDM – Microsoft Intune
Key business systems	<ul style="list-style-type: none"> • SynergySoft including Altus platform • Alchemy SMS • SharePoint
Systems with existing contract support	<ul style="list-style-type: none"> • Switchvox IP telephony (for all sites) • Internal and external CCTV environment

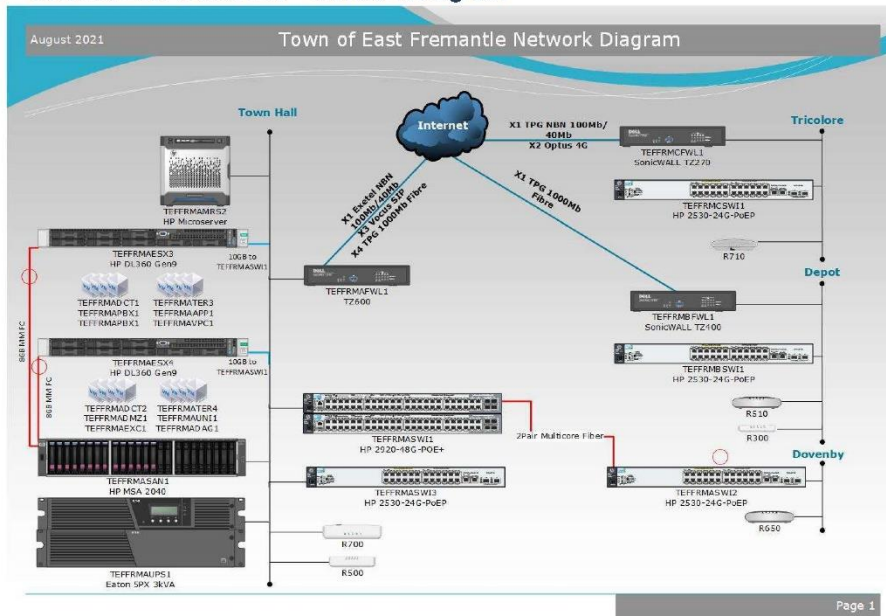
2.9. Town of East Fremantle Response Time Definitions

Incident Definition	Examples	
Critical – high impact	<ul style="list-style-type: none"> • A key business platform is unavailable for all users/ customers • No VPN or email access • Confidentiality or privacy is breached 	
Major – significant impact	<ul style="list-style-type: none"> • A key business platform is unavailable for a subset of users/customers • Core functionality of a key business system is significantly impacted • Town website payment processing offline 	
Minor – low impact	<ul style="list-style-type: none"> • Incidents where there is a workaround available to users/customers • Performance degradation • Functionality of an application is reduced 	
Incident Definition	24/7/365 Phone response	Onsite response
Critical – high impact	1 hour	2 hours
Major – significant impact	4 hours	4 hours
Minor – low impact	8 hours	8 hours

2.10. Town of East Fremantle – Switches, UPS, WIFI

Site	Switches	UPS	WIFI
<ul style="list-style-type: none"> • 2 x HP Aruba 2920-48G-POE stacked • 1 x HP 2530-24G-POE 	<ul style="list-style-type: none"> • 1 x Eaton 3KVA Rack Mount UPS • 1 x Eaton Extended Battery Module 	<ul style="list-style-type: none"> • Ground floor: 2 x Ruckus R700 wireless access points • Level 1: 1 x Ruckus R500 wireless access point 	
<ul style="list-style-type: none"> • 1 x HP 2530-24G-POE 	<ul style="list-style-type: none"> • 1 x Eaton 650VA UPS 	<ul style="list-style-type: none"> • 1 x Ruckus R310 wireless access point • 1 x Ruckus R510 wireless access point 	
<ul style="list-style-type: none"> • 1 x HP 2530-24G-POE 	<ul style="list-style-type: none"> • 1 x Eaton 650VA UPS 	<ul style="list-style-type: none"> • 1 x Ruckus R710 wireless access point 	
<ul style="list-style-type: none"> • 1 x HP 2530-24G-POE 	<ul style="list-style-type: none"> • 1 x Eaton 650VA UPS 	<ul style="list-style-type: none"> • 1 x Ruckus R650 wireless access point 	

2.11 Town of East Fremantle – Network Diagram



PART 3 GENERAL CONDITIONS OF CONTRACT

PART A – DEFINITIONS AND INTERPRETATION

1 Definitions

In this Contract, except where the context indicates otherwise:

aaS means the delivery of an element of ICT operations by an external contractor.

{Explanatory note: 'aaS' is commonly referred to as "as a Service" and may be BaaS, IaaS, PaaS or SaaS. The element of ICT operations may have been traditionally managed or maintained locally. Such services are usually provided as a rental agreement using monthly or annual charges.}

Acceptance means acceptance of the Goods and/or Services which occurs on the earlier of:

- (a) the Principal notifying the Contractor in writing that the Goods and/or Services are accepted; or
- (b) the expiry of the day 14 days after delivery of the Goods to the Delivery Point or completion of the Services where the Principal has not, during that 14 day period, notified the Contractor in writing that the Goods and/or Services, as the case may be, are rejected.

Additional Charges means the charges additional to the Contract Price specified in the General ICT Specifics or elsewhere in this Contract as 'Additional Charges'.

Affected Obligation has the meaning given in clause 39.1(a).

Alternative Software Product has the meaning given in item 3.2(b)(i) of Schedule 5.

Ancillary Data means metadata and other statistical information generated as a result of the Principal's use of an Externally Delivered Service.

Approval means any certificate, licence, consent, permit, approval, authority or requirement necessary for the provision of the Goods and/or Services.

Assessment Notice means an assessment notice under section 12 of the Working With Children Act.

Authority means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

Background Intellectual Property Rights means any Intellectual Property Rights owned by a Party prior to the commencement of this Contract or which did not come into existence by reason of this Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to this Contract.

Backup means a full or part copy of Software and data required for service functionality. To '**Back-up**' means the process of creating a Backup.

{Explanatory note: the viability of Backup resources is conventionally tested periodically as part of a Back-up regime. Most Backups are useless without access to the specific back-up application that was used to create them.}

Backup as a Service or **BaaS** means a service relating to the creation of a Backup, deliveredaaS.

Business Days means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

Child-Related Site means a location at which Goods are to be delivered and/or Services are to be performed where children are likely to be present.

Child-Related Work has the meaning given in section 6 of the Working With Children Act.

Completion Date means the date for delivery of the Goods and/or the date for the completion of the Services, as the case may be, specified in an Order or agreed by the Parties in writing. To avoid doubt, there may be multiple Completion Dates where this Contract applies to multiple Orders of Goods and/or Services.

Confidential Information means:

- (a) this Contract;
- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;
- (c) any other information provided by a Disclosing Party to the Receiving Party which is identified by the Disclosing Party as confidential;
- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excludes information which has entered the public domain other than through a breach of a confidentiality obligation owed to the Disclosing Party by the Receiving Party or by any other person.

Conflict of Interest means an interest, whether personal, financial or otherwise, which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under this Contract fairly and objectively.

Consequential Loss means any:

- (a) loss of production, revenue, profit, business reputation, opportunities or anticipated savings; and
- (b) loss arising from wasted overheads or business interruptions.

Contract means this agreement between the Parties for the supply of the Goods and/or Services as described in the Formal Instrument of Agreement.

Contract Price means the prices or rates:

- (a) specified in an Order as the amount to be paid by the Principal for the provision of the Goods and/or Services the subject of that Order; or
- (b) set out in the General ICT Specifics.

To avoid doubt, there may be multiple Contract Prices where this Contract applies to multiple Orders of Goods and/or Services.

Contractor means the party who is engaged by the other party to provide the Goods and/or Services under this Contract and whose details are set out in the Formal Instrument of Agreement.

Contractor's Contract Representative means the person(s) specified as such in the General ICT Specifics.

Contractor's Support Representative has the meaning given in clause 30.2.

Contractor's Vehicles and Equipment has the meaning given in clause 38.4.

Cyber Incident means action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or Principal Data residing on that system.

Data Centre means a physical Environment specifically allocated to ICT infrastructure requirements.

{Explanatory note: a Data Centre will usually have uninterruptable power supplies, ICT-grade air- conditioning and high levels of physical and logical security. A Data Centre may be owned and managed by the Principal or by a Contractor and may include multiple physical locations and be located on premises or off premises, including on shore or off shore. It

may include a hosting Data Centre which may range from physical space only, where devices owned by the Principal are installed, through to a full solution where a Virtual Environment is rented by the Principal.}

Defective means defective, of an inferior quality or inconsistent with the requirements of this Contract.

Defects Liability Period means the period of 12 months beginning on the Completion Date.

Delivery Point means the place for the delivery of Goods specified in the Order or agreed in writing by the Parties or directed by the Principal to the Contractor in writing.

Development Services means services involving the creation of Primary Code or Secondary Code for the specific requirements of the Principal and includes Software design, enterprise application development or platform development and configuration.

Digital Communication Services means services involving the transportation of digital data via externally owned infrastructure, including voice data, raw data, video data, control and monitoring data.

Digital Communication Services Plan means, in relation to Digital Communication Services, the plan or scheme that is agreed by the Parties relating to matters including pricing, devices, connection, speed and volume.

Disbursement means reasonable out-of-pocket costs and expenses incurred by a Contractor in providing the Services which are:

- (a) charged to the Principal at cost;
- (b) incidental to the provision of the Services.

Disclosing Party is defined in clause 34.1(a)

Dispute means any dispute or difference between the Parties in connection with this Contract.

Dispute Notice has the meaning given in clause 40.1.

Early Termination Charges means the charges additional to the Additional Charges and the Excess Charges that the Contractor may impose on the Principal for terminating this Contract or a Digital Communication Services Plan or varying a Digital Communication Services Plan before this Contract terminates, as set out in the General ICT Specifics or elsewhere in this Contract as 'Early Termination Charges'.

Environment means the elements which make up the setting or structure in which an ICT system operates or an ICT activity is performed, which may, depending on the context, include hardware, operating Software, enterprise applications, local applications, network hardware, network protocol, perimeter security, local security and directory services, and in the context of Development Services, may also include programming language and ancillary tools.

Equipment means the equipment specified in the Equipment and Related Services Specifics.

Equipment and Related Services means services involving the leasing of ICT equipment owned by the Contractor to the Principal for use by the Principal.

Equipment and Related Services Specifics means the contract information in Part B of Schedule 4.

Excess Charges means the charges additional to the Contract Price and Additional Charges that the Contractor may impose on the Principal for use of the Services beyond agreed thresholds, as set out in the General ICT Specifics or elsewhere in this Contract as 'Excess Charges'.

Extension Request has the meaning given in clause 18.4.

Externally Delivered Services means services provided to the Principal by the Contractor using ICT infrastructure or Software owned and managed by the Contractor.

{Explanatory note: Externally Delivered Services are commonly described as 'cloud delivered services' or a generic name for the type of service followed by theaaS suffix. For example, "Backup as a Service" becomes BaaS.}

Externally Delivered Services Specifics means the contract information in Part B Schedule 2.

Final Product means a Software product or bespoke Software configuration or enhancement to be developed as a result of the Development Services, as set out in the Specification, and includes ancillary items such as source code, fonts, logos, images and designs.

Force Majeure Event means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;
- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an Authority or official by Law.

Force Majeure Event Termination Period means 120 consecutive days.

Further Term means any further term specified in the General ICT Specifics.

General ICT Specifics means the contract information in Schedule 1.

Goods means the goods specified in an Order or otherwise specified in this Contract.

GST means goods and services tax applicable to any taxable supplies as determined under the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax.

ICT means information and communications technology.

Infrastructure as a Service or IaaS means a service involving the provision of an externally owned and managed Environment, where the Principal rents one or more Virtual instances of a server and associated network equipment, delivered aaS.

Insolvency Event means:

- (a) in relation to a corporation, where that corporation:
 - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;
 - (ii) is otherwise dissolved;
 - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
 - (iv) enters into any composition or scheme of arrangement with its creditors;
 - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
 - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
 - (i) commits an act of bankruptcy;
 - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
 - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors;

or

(iv) is otherwise unable to pay all its debts as and when they fall due.

Insurances means the insurances which the Contractor is required to obtain under clause 38.

Intellectual Property Right means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright (including future copyright), database rights and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time including any application or right to apply for any of these rights.

Invoice means a valid tax invoice under the GST Law.

Law means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

Legal Requirement means a requirement under any Law or Approval including a requirement to pay any fees and charges in connection with any Law or Approval.

Letter of Award means an Order or Long-Term Award issued by the Principal to the Contractor accepting the Request Response.

Licensed Products and Related Services means services involving the sale and/or installation of commercial Software which is to be used either without modification or with only minor modification to suit the Principal's requirements.

Licensed Products and Related Services Specifics means the contract information in Part B Schedule 5.

Licensed Software means the Software specified in the Licensed Products and Related Services Specifics.

Lock-In Period means the period specified as such in the General ICT Specifics.

Long-Term Award means the acceptance of a Request Response relating to the provision of goods and/or services in the future where the nature of the goods and/or services to be provided are not stated or known at the time of formation of this Contract and will be the subject of future Orders.

Loss means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

Multi-Tenanted Environment means a PaaS Environment where a specific underlying system is developed and used as a common platform but has logically separated instances for individual users.

New Releases means major amendments which have been produced primarily to extend, alter or improve the Licensed Software, or the Software used to provide an Externally Delivered Service or used on the Equipment, as the case may be.

New Software Product has the meaning given in item 3 under New Software Products in Schedule 5.

Order means a purchase order or other written direction from the Principal to the Contractor which requires the supply of specified Goods and/or Services.

Original Product has the meaning given in clause 3.3.

OSH Laws means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards, where any part of the Contractor's obligations under this Contract are being performed. This includes the *Occupational Health and Safety Act 1984* (WA), in addition to any other relevant legislation or regulations.

Parties means the Principal and the Contractor.

Personal Information means information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Personnel means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

Platform as a Service or **PaaS** means an externally owned and managed Environment, where the Principal rents one or more Virtual instances of a server with specific Software pre-installed and generically configured, delivered aaS.

Plant and Equipment means all materials, plant, equipment, tools, vehicles and machinery necessary for the performance of the Contractor's obligations under this Contract.

PPS Law means the PPSA and any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Primary Code means the programming code and any related digital assets required to deliver a functional Software application.

{Explanatory note: while a Software development Environment may include specific tools, the resultant application will be independent and transportable.}

Principal means the party engaging the other Party to provide Goods and/or Services under this Contract and whose details are set out in the Formal Instrument of Agreement.

Principal Data means information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Goods and/or Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract and includes digital material stored, manipulated or created by, for, or related to the Principal, and non-generic configuration data that is integral to the integrity of the Principal's Environment.

Principal Request means the written request provided by the Principal to the Contractor to submit an offer and price to provide the Goods and/or Services.

Principal's Documents means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

Principal's Premises means any property under the control, care and management of the Principal.

Principal's Representative means the person identified as such in the General ICT Specifics.

Receiving Party is defined in clause 34.1.

Request Response means the offer submitted by the Contractor to supply the Goods and/or Services made in response to a Principal Request and includes the Tender.

Sale of Goods Act means the *Sale of Goods Act 1895* (WA).

Secondary Code means code that is written within or for an existing application Environment, including configuration elements, ancillary functions or capabilities and script-based operational enhancements.

{Explanatory note: Secondary Code is dependent on a specific application and is not independent. Secondary code may also not be transportable.}

Service Levels means the standards for performance by the Contractor set out in Schedule 7.

Service Product means any item, product, program, tool or other thing provided or created by the Contractor for the

purpose of providing the Services to the Principal.

Services means the services identified in the Order or otherwise specified in this Contract, and services that are ancillary to such services.

Software means all programs, applications and generic configurations, whether physical or Virtual.

Software as a Service or SaaS means the provision of an externally owned and managed Environment, where the Principal rents fully operational Software solutions, delivered aaS.

Software Licence means the licence for the Licensed Software prepared by the Contractor.

Specification means the specification comprising .

Specified Personnel means Personnel of the Contractor proposed in a Request Response to perform functions in relation to the provision of the Goods and/or Services.

Standards and Procedures means any guidelines, rules, requirements or information regarding site- specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.

Start Date means the date specified as such in the Principal Request or, where no such date is specified in the Principal Request, means the date that the Parties agree in writing that the Contractor must commence the Services.

Sub-contractor means any person or entity engaged by the Contractor in connection with the provision of the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

Substitute Product has the meaning given in clause 3.3.

Sustainability Objectives has the meaning given in clause 16.1.

Term means the term of this Contract as specified in the General ICT Specifics and includes any Further Term where exercised.

Third Party Provider has the meaning given in Schedule 2 Item 5.

Transition Plan means a written plan to facilitate the transition of the supply of the Goods and/or Services from the Contractor to another supplier or from another supplier to the Contractor.

Update means Software which has been produced primarily to overcome defects in, or to improve the operation of, the Licensed Software, the Software used on the Equipment or the delivery of Externally Delivered Services, as the case may be, without significantly altering the operation or nature of the Licensed Software, the Software used on the Equipment or the relevant part of the Externally Delivered Service. To avoid doubt, 'Update' includes a patch.

Virtual means a representation of a physical device within a Software-defined Environment.

{Explanatory note: most PaaS and IaaS Environments consist of multiple Virtual Environments with modifiable Virtual Machines (often shortened to VMs) providing computing resources.}

Willful Misconduct means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of this Contract.

Working With Children Act means the *Working With Children (Criminal Record Checking) Act 2004* (WA).

2 Interpretation

2.1 In this Contract, unless the context suggests otherwise:

- (a) a reference to this Contract means this Contract as novated or varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';

- (c) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
 - (d) words in the singular include the plural and vice-versa;
 - (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
 - (g) a reference to a clause is a reference to a clause of this Contract;
 - (h) a reference to a Schedule is a reference to a schedule of this Contract;
 - (i) a reference to an item is a reference to an item of a Schedule;
 - (j) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
 - (k) headings are for convenience only and do not affect interpretation of this Contract; and
 - (l) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Contract or any part of it.
- 2.2 The explanatory notes in italics in clause 1 do not form part of the operative provisions of this Contract and are included for explanatory purposes only.
- 2.3 The Schedules have effect as part of this Contract in accordance with their terms to the Goods and/or Services to be provided under the Contract.

PART B – PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS ONLY

3 Quality of Goods, Sources of Supply and Substitution

- 3.1 The Contractor must ensure that all Goods:
- (a) comply with the requirements of the relevant Order and conform to any samples provided; are in accordance with relevant Australian Standards or, where no Australian Standard exists, any relevant ISO Standard;
 - (b) are properly, safely and securely packaged and labelled for identification; and
 - (c) are of merchantable quality and fit for their intended purpose.
- 3.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Goods.
- 3.3 With the Principal's consent and subject to any necessary variation to the Contract Price, the Contractor may permanently or temporarily substitute another product (**Substitute Product**) for any aspect of the Goods to be provided under this Contract (**Original Product**). To avoid doubt, the supply of the Substitute Product shall satisfy the Contractor's obligations to supply the Original Product.

4 Quantities of Goods

- 4.1 The Contractor must supply to the Principal the Goods in the quantity specified in the relevant Order.
- 4.2 If the Contractor delivers more Goods than the quantity specified in the relevant Order, the Contractor must, upon the Principal's direction, collect the excess Goods from the Principal at the Contractor's risk and expense, unless the Principal elects, in its discretion, to return the excess Goods to the Contractor, which is done at the Contractor's sole risk and expense.

5 Delivery Obligations and Delivery Point

- 5.1 The Contractor must deliver the Goods to the Delivery Point and in doing so must:
- (a) not interfere with the Principal's activities;
 - (b) leave the Delivery Point secure and fit for immediate use;
 - (c) obtain the signature of a member of the Principal's Personnel who receives delivery of the Goods; and
 - (d) where it is not possible to satisfy clause 5.1(c), leave the Goods where requested by the Principal.

6 Property and Risk in the Goods

- 6.1 Subject to this Contract, the Parties agree that:
- (a) risk in the Goods shall pass from the Contractor to the Principal on Acceptance; and
 - (b) upon payment for the Goods, property in the Goods shall pass to the Principal.
- 6.2 The Contractor warrants that it has complete ownership of the Goods free of any liens, charges and encumbrances.

7 Sale of Goods Act

7.1 The Principal and Contractor acknowledge and agree that:

- (a) the Sale of Goods Act applies to this Contract; and
- (b) to the extent that there is any inconsistency between the Sale of Goods Act and this Contract, and to the extent permitted by Law, this Contract applies rather than the Sale of Goods Act.

PART C – PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES ONLY

8 Quality of Services

- 8.1 The Contractor must provide the Services set out in the General ICT Specifics in accordance with this Contract, including the Schedules, and ensure that the Services provided by the Contractor:
- (a) match the description of the Services set out in the Order or otherwise in this Contract;
 - (b) are fit for their intended purpose;
 - (c) where they relate to design, the works or goods being designed are fit for their intended purpose;
 - (d) are performed with the professional skill, care and diligence expected of a person with the skills, experience, expertise and resources necessary to competently provide the Services; and
 - (e) are provided in accordance with any Specification.
- 8.2 The Contractor warrants, and agrees to ensure, that its Personnel engaged to perform the Services have the necessary skills, experience, expertise, licences, training, qualifications, approvals and resources available to it to competently and lawfully perform the Services.
- 8.3 The Contractor must regularly consult with the Principal about the progress of the Services and attend meetings where reasonably requested by the Principal.

9 Quantity and Value of Services

The Principal shall only be required to take or accept, and pay for, the quantity of the Services set out in the relevant Order, any Specification, or otherwise in this Contract, unless otherwise agreed by the Parties.

10 Service Levels and Liquidated Damages

- 10.1 When providing the Services, the Contractor must comply with the Service Levels.
- 10.2 The Parties agree that any failure to comply with a Service Level:
- (a) is a breach of this Contract;
 - (b) may attract liquidated damages in accordance with clause 10.3; and
 - (c) shall have any additional consequences set out in .
- 10.3 If the Service Provider does not satisfy a Service Level in respect of which the General ICT Specifics state that failure to satisfy attracts liquidated damages:
- (a) the Contractor must pay the Principal liquidated damages in accordance with this clause 10.3 and the calculations set out in the General ICT Specifics;
 - (b) liquidated damages shall become due upon the issue of a notice by the Principal to the Contractor setting out the amount of liquidated damages payable by the Contractor to the Principal;
 - (c) the Principal may recover the amount of liquidated damages on demand from the Contractor by deducting such amount from any amount owed by the Principal to the Contractor under

this Contract;

- (d) the Contractor acknowledges that all sums payable by the Contractor to the Principal under this clause as liquidated damages represent the Principal's genuine pre-estimate of the damages likely to be suffered by it as a result of the Contractor's failure to satisfy the relevant Service Level and such sums shall not be construed as a penalty; and
- (e) to avoid doubt, the payment of liquidated damages will not relieve the Contractor from its obligations to provide the Services or from any of its other obligations and liabilities under this Contract.

11 Lock-In-Period

The Principal must pay the Contractor the Contract Price to provide the Services for the Lock-In Period notwithstanding any termination of this Contract or the cessation of the provision of the Services by the Contractor to the Principal.

12 Restrictions

When using or dealing with any Service Product provided to the Principal, the Principal must not:

- (a) remove, alter or obscure any disclaimer or notice, or any restricted right legend, trademark, copyright or other ownership right legend appearing in or on the Service Product or on a screen or any print out from the Service Product without authorisation in writing from the Contractor; allow access to or use of the Service Product for any purpose other than the purpose for which the relevant Service is provided;
- (b) copy, adapt, translate, publish, communicate to the public or create any adaptation, translation or derivative of the Service Product, unless agreed otherwise in writing by the Parties or permitted by Law;
- (c) reverse engineer, reverse compile, decompile or disassemble the Service Product or the object code of any service Product or otherwise attempt to derive the source code of the Service Product, unless agreed otherwise in writing by the Parties or permitted by Law;
- (d) seek to change or modify the structure or operating method of the Service Product in any other way; or
- (e) use or permit the use of the Service Product for any purpose that may cause damage or injury to any person or property or breach any Law.

13 Audit

- 13.1 The Contractor must maintain records and supporting documents sufficient to permit the Principal to undertake an audit of the provision of the Services by the Contractor to the Principal.
- 13.2 The Contractor must provide the Principal with all information, co-operation and assistance reasonably necessary for the Principal to undertake an audit under this clause 13.
- 13.3 If an audit undertaken in accordance with clause 13.1 identifies that:
 - (a) the Contractor has charged the Principal for an amount in excess of the Contract Price, any Additional Charges, any Excess Charges or Early Termination Charges;
 - (b) the Contractor has done an act or omission which constitutes a failure to provide the Services in accordance with this Contract;

- (c) the Contractor is providing Services to the Principal which exceed the reasonable requirements of the Principal; or
- (d) the Principal is using a Service Product otherwise than in compliance with this Contract, then:
 - (e) where clause 13.3(a) applies, the Principal is entitled to a refund of the amount overcharged;
 - (f) where clause 13.3(b) applies, the Principal may provide to the Contractor notice under clause 41.1;
 - (g) where either clauses 13.3(a) or 13.3(b) applies, the Contractor must pay to the Principal the Principal's reasonably incurred costs in undertaking the audit;
 - (h) where clause 13.3(c) applies, the Contractor must not unreasonably withhold its agreement to a variation to the scope of Services consistent with the reasonable requirements of the Principal based on matters identified in the audit; and
 - (i) where clause 13.3(d) applies, the Principal must rectify the non-compliance as soon as practicable but shall not be liable to the Contractor for any damages or penalties arising out of such non-compliances before it received written notice of the results of the audit.

PART D – PROVISIONS APPLICABLE TO THE PROVISION OF GOODS AND/OR SERVICES

14 Supply of Goods and/or Services

- 14.1 The Contractor must:
- (a) at its expense, obtain any Approvals necessary for the provision of the Goods and/or Services;
 - (b) at its expense, comply with all reasonable directions of the Principal regarding the provision of the Goods and/or Services, including regarding the transition of the provision of the Goods and/or Services from an alternative supplier to the Contractor;
 - (c) where the Principal provides the Contractor with written notice that an alternative supplier will, in the future, be supplying the Principal with the Goods and/or Services provided under this Contract, at its expense provide reasonably requested assistance to the Principal in transitioning the supply of the Goods and/or Services to the new supplier, including making arrangements for the novation or assignment of relevant contracts with third parties;
 - (d) comply with any Transition Plan; and
 - (e) co-operate with any third party service provider appointed by the Principal where necessary to ensure the integrated and efficient conduct of the Principal's operations and provide reasonable assistance to such other service providers as requested by the Principal from time to time, provided that the Contractor will be entitled, by prior written agreement with the Principal, to charge for costs incurred as a direct result of providing such co-operation and assistance.
- 14.2 The Principal must provide the Contractor with any information reasonably necessary for the Contractor to provide the Goods and/or Services.
- 14.3 If a Transition Plan is not developed prior to this Contract coming into effect between the Parties, the Principal may:
- (a) make a written request to the Contractor to prepare a draft Transition Plan for the Principal's review within a reasonable period of time specified by the Principal and the Contractor must comply with that request; and
 - (b) accept or propose reasonable amendments to the draft Transition Plan prepared by the Contractor in accordance with clause 14.3(a) and provide a final version of the Transition Plan to the Contractor.

15 Plant And Equipment

- 15.1 The Contractor must provide all Plant and Equipment and labour necessary for the performance of the Contractor's obligations; and ensure that Plant and Equipment and other items which the Contractor uses or supplies in connection with this Contract comply with Legal Requirements and are fit for their usual and intended purpose.

16 Sustainable Procurement

- 16.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by clause 16.2 (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.
- 16.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods

and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:

- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
 - (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
 - (i) using recycled materials and products;
 - (ii) reducing emissions;
 - (iii) adopting greener energy solutions;
 - (iv) adopting environmentally sustainable design; and
 - (v) reducing wastage;
 - (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
 - (d) sponsoring and supporting local community groups and local community development initiatives;
 - (e) promoting fair workplace practices;
 - (f) promoting workplace health;
 - (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
 - (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.
- 16.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.
- 16.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to Members are supplied from sustainable sources.

17 Orders Under a Long-Term Award

- 17.1 This clause applies where this Contract is a Long-Term Award.
- 17.2 From time to time the Principal may give the Contractor an Order containing the following information:
- (a) a description and/or specification of the Goods and/or Services required, including the required quantity;
 - (b) the Completion Date; and
 - (c) where the Order relates to Goods, the Delivery Point.
- 17.3 Within 5 Business Days of receipt of an Order the Contractor must give notice to the Principal of:
- (a) any aspect of the Order which it does not accept and supporting reasons; and/or
 - (b) any recommended changes to the Order and supporting reasons,

- (c) following which the Parties shall seek to agree on the terms of the Order and a revised Order shall be issued by the Principal to the Contractor.

- 17.4 If the Contractor does not give notice under clause 17.3, the Contractor must fulfil the Order.
- 17.5 To avoid doubt, the Principal is not obliged to issue Orders to, or otherwise purchase Goods and/or Services from, the Contractor.

18 Time For Performance and Extensions of Time

- 18.1 The Contractor must commence the provision of the Services on the Start Date.
- 18.2 Subject to this clause 18, the Contractor shall deliver the Goods to the Delivery Point and/or perform the Services, as the case may be, by the Completion Date.
- 18.3 The Contractor is entitled to an extension to the Completion Date if a delay to the provision of the Goods and/or Services is due to:
 - (a) a breach by the Principal of this Contract;
 - (b) delay or disruption caused by the Principal, except where such delay or disruption is caused by the Principal acting in accordance with this Contract;
 - (c) a Force Majeure Event occurring before the Completion Date;
 - (d) suspension of this Contract under clause 41.3 where the suspension is the result of a breach by the Principal; or
 - (e) a variation being agreed to the nature of the Goods and/or Services provided.
- 18.4 To obtain an extension, the Contractor must make a written request to the Principal within 10 Business Days after the cause of delay has arisen or within any other period agreed in writing by the Parties, which request must include the facts on which the request is based (**Extension Request**).
- 18.5 The Principal, acting reasonably, must notify the Contractor within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether an extension of time to the Completion Date is granted and any relevant period of extension, which must be reasonable in the circumstances giving rise to the Extension Request.

19 Receipt and Acceptance of Goods and/or Services

- 19.1 The Parties agree that:
 - (a) delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal; and
 - (b) Acceptance by the Principal is without prejudice to the Principal's rights in respect of the Defects Liability Period applicable to any Goods and/or Services.
- 19.2 If, following any review, inspection, examination or witnessing of the Goods and/or Services, the Principal is not satisfied that the Goods and/or Services are being, or have been, provided in compliance with this Contract, the Contractor must, after receiving a written request from the Principal, promptly take all steps necessary to ensure compliance.

20 Rejection and Removal of Defective Goods and/or Defective Services

- 20.1 During the Defects Liability Period, the Principal may notify the Contractor in writing that any Goods and/or Services provided are Defective.
- 20.2 Where the Principal notifies the Contractor under clause 20.1, the Principal may direct the Contractor to replace, rectify or re-perform the Goods and/or Services, as the case may be, free of charge to the Principal and within a reasonable time specified by the Principal.
- 20.3 The Contractor must comply with a direction under clause 20.2 within the time period specified in the notice or otherwise agreed in writing by the Parties.
- 20.4 Where the Contractor does not, or advises the Principal that it cannot, comply with a direction in accordance with clause 20.3, the Principal may give the Contractor written notice of its intention to rectify, replace or have re-performed the Goods and/or Services by a third party, together with the estimated and itemised reasonable costs of the Principal in rectifying, replacing or having re-performed the Goods and/or Services.
- 20.5 Following receipt of a notice under clause 20.4 from the Principal, the Contractor has 5 Business Days to notify the Principal in writing as to whether the Contractor will replace, rectify or re-perform the Goods and/or Services and to reach agreement with the Principal regarding the timeframe for doing so, otherwise the Principal may rectify, replace or have re-performed the Goods and/or Services and recover its costs in doing so from the Contractor.
- 20.6 Where the Contractor has made good any Defective Goods and/or Services, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services from the date the Contractor completes making good the Defective Goods and/or Services.
- 20.7 The Principal shall not be responsible for the care or custody of any Defective Goods after a period of 5 Business Days after the Contractor has been notified in writing by the Principal that they are Defective.
- 20.8 Without limiting clause 37, any cost or expense reasonably incurred by the Principal in connection with, or as a result of, the Defective Goods and/or Services shall be a debt due from the Contractor to the Principal.
- 20.9 To avoid doubt, nothing in this clause shall prejudice any other right of the Principal arising out of the failure by the Contractor to provide Goods and/or Services in accordance with this Contract.

21 Failure to Provide Goods and/or Services

- 21.1 The Contractor must provide written notice to the Principal as soon as possible if the Contractor is unable to provide the Goods and/or Services and the period of time for which the Contractor will be so unable.
- 21.2 Where the Contractor provides written notice to the Principal under clause 21.1, the Principal may, acting reasonably, and without being liable in any way to the Contractor, obtain or acquire such goods and/or services as it requires from a third party until the Principal receives a further written notice from the Contractor that the Contractor is able to recommence the provision of Goods and/or Services.

22 Information

- 22.1 The Contractor must keep the Principal fully informed about:
 - (a) any matters that may adversely affect the Contractor's ability to provide the Goods and/or Services; and

- (b) delivery of the Goods and/or completion of the Services.

23 Price Basis and Other Charges

- 23.1 The Contract Price shall be firm and not subject to rise and fall.
- 23.2 To avoid doubt, the Principal's liability to the Contractor for the Contractor's costs in providing the Goods and/or Services is capped at the Contract Price, unless otherwise agreed in writing by the Parties and subject to clause 23.4.
- 23.3 If required by the General ICT Specifics, the Principal must pay all or part of the Contract Price in advance of all or part of the Services being provided, as set out in the General ICT Specifics.
- 23.4 In addition to the Contract Price, the Principal shall be liable to pay the Contractor the Additional Charges, the Excess Charges and the Early Termination Charges if and when incurred.

24 Formation of Contract and Term

- 24.1 This Contract shall be formed and commence on the date that the last Party executes this Contract.
- 24.2 This Contract shall terminate at the expiry of the Term, subject to clauses 24.3 and 24.4.
- 24.3 If:
 - (a) no more than six (6) months and no less than one (1) month prior to expiry of the Term the Contractor gives notice to the Principal of its intention to extend the Term for a Further Term; and
 - (b) there is no unremedied breach of the Contract by the Contractor and the provision of the Requirements by the Contractor is to the reasonable satisfaction of the Principal,then the Term of the Contract shall be extended for the Further Term the subject of the notice.
- 24.4 This Contract may terminate before the expiry of the Term:
 - (a) if the Parties agree in writing; or
 - (b) otherwise in accordance with this Contract.
- 24.5 The termination of this Contract does not affect:
 - (a) any rights of the Parties accrued before the date of termination; and
 - (b) the rights and obligations of the Parties which survive termination.
- 24.6 Clauses 1 (definitions), 2 (interpretation), 3.2 (manufacturer's warranties), 6.2 (warranty regarding property in goods), 8.2 (warranties regarding personnel), 10.3 (liquidated damages), 11 (Lock-in Period), 14.1(c) and 14.1(d) (transition out), 18 (Acceptance and Defects Liability Period), 20 (Defective Goods and/or Services), 23.4 (other charges), 24.5 and 24.6 (term and survival), 25 (Contractor to have informed itself), 34 (Confidentiality), 35 (Data security), 36 (Intellectual Property Rights), 37 (Liability and indemnity), 40 (Settlement of disputes), 42.2 to 42.4 (inclusive) (termination), 49 (Notices), 50.1 (relationship of Parties) and 50.6 (Governing law) shall survive termination of this Contract.
- 24.7 Where this Contract relates to Externally Delivered Services, this clause 24.7 and items 2.1 (regarding rights in Principal Data), 2.7 (regarding Contractor's use of Principal Data), 2.8 (regarding Personal Information), 5.2 (regarding Third Party Provider liabilities), 8 (Data Destruction and Archiving) and 9.4 (regarding data compromises) of Schedule 2 shall also survive

termination of this Contract.

25 Contractor to have Informed Itself

By providing the Request Response, the Contractor acknowledges that it has:

- (a) examined carefully, and has acquired actual knowledge of the contents of, its Request Response, this Contract and any other information made available in writing by the Principal to the Contractor for the purposes of the Request Response and this Contract; and
- (b) satisfied itself as to the correctness and sufficiency of the Request Response and that the Contract Price covers the cost of complying with all of its obligations under this Contract and of all matters and things necessary for the proper performance and completion of this Contract.

26 Conflict of Interest

26.1 The Contractor warrants that, to the best of its knowledge, as at the date of providing the Request Response:

- (a) the Contractor has declared in its Request Response any Conflicts of Interest in the performance of its obligations under this Contract that it has, or is likely to have; and
- (b) the information contained in the Contractor's Request Response as to the existence of any Conflicts of Interest is correct and comprehensive.

26.2 If a Conflict of Interest or risk of Conflict of Interest arises, including because of work undertaken by the Contractor for a person other than the Principal, the Contractor must immediately give notice of the Conflict of Interest, or the risk of it, to the Principal.

27 Legal Requirements, Industrial Awards and Standards and Procedures

27.1 The Contractor shall comply with all Legal Requirements, Standards and Procedures affecting or applicable to the Goods and/or Services and/or the performance of this Contract and ensure that its Personnel also comply with the same, at the Contractor's cost.

27.2 The Contractor shall:

- (a) comply with all industrial awards or agreements affecting or applicable to the persons engaged by the Contractor for the purposes of providing the Goods and/or Services;
- (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in industrial awards and agreements and any code of practice that may apply to a particular industry;
- (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 27.2(a) and 27.2(b) in relation to the Sub-contractors' own employees; and
- (d) ensure that it pays each of its Sub-contractors in accordance with the Contractor's agreement with that Sub-contractor, subject to the Contractor's acceptance of the goods and/or services provided by the Sub-contractor.

28 Safety Obligations

- 28.1 The Contractor must:
- (a) do all things reasonably necessary to ensure that the Goods and/or Services are provided in a manner that is safe and not likely to cause injury or illness to any person; and
 - (b) perform all relevant functions and fulfil all relevant duties under all relevant OSH Laws required of an employer or otherwise applicable to the role of the Contractor under this Contract including notification of incidents as may be required under OSH Laws.
- 28.2 Where any injury, property damage, accident or incident which is notifiable under any Legal Requirement occurs, the Contractor must:
- (a) as soon as practicable, but in any event within 24 hours, notify the Principal of that injury, property damage, accident or incident; and
 - (b) provide the Principal with any further information requested by the Principal.
- 28.3 The Contractor acknowledges that if, in performing its obligations under this Contract, its Personnel enter premises under the control of the Principal or the Principal's Personnel they must comply with the Principal's occupational health and safety policies and procedures and do so at the Contractor's own risk.
- 28.4 Without limiting clauses 42.3 to 42.5 (inclusive), any breach by the Contractor of OSH Laws or this clause which gives rise to circumstances which:
- (a) present actual or potential risk of life or serious injury;
 - (b) or are otherwise required to be notified under OSH Laws,
- entitles the Principal to suspend the whole or part of the performance of the Contractor's obligations.

29 Contractor's Personnel

- 29.1 The Contractor must, and must ensure its Personnel, when providing the Goods and/or Services:
- (a) comply with all reasonable directions given by the Principal or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to the Goods and/or Services;
 - (b) do not cause any damage, loss or injury to any property or person; and
 - (c) act, in all circumstances and at all times, in a fit and proper manner.
- 29.2 If the Contractor proposes to replace, or have another of its Personnel perform any functions of, any Specified Personnel, it must obtain the prior written approval of the Principal.
- 29.3 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel within 30 Business Days of such a request being made in writing by the Principal to the Contractor.
- 29.4 If any police clearance obtained under clause 29.3 evidences that any of the Contractor's Personnel has committed a criminal offence punishable by imprisonment or detention, the Principal may, without prejudice to its other rights under this Contract, request the Contractor to promptly remove that person from involvement in the provision of the Goods and/or Services, and the Contractor must comply with such a request as soon as possible.

- 29.5 If the Goods and/or Services to be provided by the Contractor involve Child-Related Work or involve the delivery of the Goods and/or Services at a Child-Related Site:
- (a) the Contractor must provide to the Principal an Assessment Notice in respect of all Personnel involved in performing the Child-Related Work, or providing the Services or delivering Goods at the Child-Related Site, before they commence such work; and
 - (b) the Principal may require the Contractor to immediately remove any of the Contractor's Personnel who do not have a current Assessment Notice and the Contractor must comply with such a request as soon as possible.

30 Representatives and Technical Support

- 30.1 The Contractor nominates the person specified as the Contractor's Contract Representative in the General ICT Specifics to act on its behalf for the purpose of this Contract within delegation limits advised in writing to the Principal.
- 30.2 In addition to the Contractor's Contract Representative, the Contractor must provide, in writing to the Principal, the details of another person(s) to provide the Principal with technical support and assistance (**Contractor's Support Representative**), as set out in the General ICT Specifics.
- 30.3 The Contractor's Support Representative must be available to provide the Principal with technical support and assistance on the days and at the times specified in the General ICT Specifics. The Principal acknowledges that the Contractor's Support Representative shall not be available on the days and at the times specified in the General ICT Specifics as unavailable days or times.
- 30.4 The Principal nominates the person specified as the Principal's Representative in the General ICT Specifics to act on its behalf for the purpose of this Contract within the delegation limits advised in writing to the Contractor and confirms that person has authority to give instructions in relation to the provision of the Services.

31 Invoicing and Payment

- 31.1 Subject to the Contractor satisfactorily providing the Goods and/or Services, the Principal must pay the Contractor the Contract Price in accordance with this clause 31 and the Contractor's preferred payment methodology (if any) as notified in writing by the Contractor to the Principal.
- 31.2 As soon as reasonably practicable following the end of each month, or at another time or frequency agreed in writing by the Parties, the Contractor must provide to the Principal an Invoice for the provision of the Goods and/or Services or any delivered or completed part of the Goods and/or Services.
- 31.3 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices issued in accordance with this clause within 20 Business Days of issue to the Principal or such other period as agreed in writing by the Parties, except where the Principal disputes the Invoice, in which case, to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute.
- 31.4 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing. To avoid doubt, the Principal must not unreasonably withhold its consent to any reasonable Disbursements.
- 31.5 A payment made pursuant to this Contract is taken to be payment on account and is not proof or

admission of the value of the Goods and/or Services provided or that the Goods delivered and/or the Services performed, or any part thereof, were to the Principal's satisfaction.

- 31.6 The Parties agree that failure by the Principal to pay the amount payable at the due time will not be grounds for the Contractor to terminate, invalidate or avoid this Contract.

32 Goods and Services Tax

- 32.1 Words capitalised in this clause 32 and not otherwise defined have the meaning given in the GST law.
- 32.2 Where an amount of Consideration is payable for a Taxable Supply made under this Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.
- 32.3 The Party making a Taxable Supply under this Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.
- 32.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under this Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

33 Access to Principal's Premises and Principal's Documents

- 33.1 The Principal agrees to provide the Contractor with access to the Principal's Premises and Principal's Documents as reasonably required to provide the Goods and/or Services.
- 33.2 The Contractor must only use the Principal's Documents for the sole purpose of providing the Goods and/or Services and must take reasonable security measures to protect the Principal's Documents from unauthorised disclosure or use.
- 33.3 The Contractor acknowledges and agrees that:
- (a) the Principal may need to obtain the consent of third parties to the disclosure of Principal's Documents to the Contractor;
 - (b) the Principal may, acting reasonably, suspend or deny the Contractor's access to the Principal's Premises or Principal's Documents at any time; and
 - (c) where the Principal has suspended or denied the Contractor's access to the Principal's Premises or the Principal's Documents, the Contractor shall only be able to gain or regain access upon written notice from the Principal.

34 Confidentiality

- 34.1 In this clause 34 the following terms have the following meanings:
- (a) 'Disclosing Party' means the Party which has disclosed Confidential Information that is confidential to that Party; and
 - (b) 'Receiving Party' means the Party to whom Confidential Information is disclosed by the Disclosing Party.
- 34.2 Subject to clause 34.3, the Parties must not:
- (a) disclose Confidential Information to any other person; or

- (b) use Confidential Information except to the extent necessary to fulfil their obligations under this Contract.

34.3 Subject to clause 34.4, a Party may disclose Confidential Information to a third party:

- (a) with the prior consent of the Disclosing Party;
- (b) to the extent required by any Law or applicable securities regulation or rule;
- (c) in connection with any dispute or litigation concerning this Contract or its subject matter;
- (d) to the extent required by any Authority having jurisdiction over the Receiving Party; or
- (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under this Contract.

34.4 Before making a disclosure to a person under clause 34.3, the Receiving Party must:

- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under this Contract, except where clause 34.3(b) applies;
- (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (c) where clause 34.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as this Contract.

35 Data Security

35.1 The Contractor must:

- (a) do all things that a reasonable and prudent person or entity would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;
- (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
- (c) either return to the Principal or destroy any Principal Data immediately following the termination of this Contract.

35.2 If requested by the Principal, acting reasonably, the Contractor must take out and maintain insurance, to the Principal's reasonable satisfaction, to protect against the risks of a Cyber Incident. Clause 38 shall apply to this insurance with any necessary modifications.

36 Intellectual Property Rights

36.1 The Contractor warrants that any supply by it of the Goods and/or Services and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.

- 36.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the supply of the Goods and/or Services or from any designs, documents or methods of working provided by it to the Principal.
- 36.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.
- 36.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of this Contract.
- 36.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to supply the Goods and/or Services.
- 36.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under this Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.
- 36.7 The Contractor must ensure that:
- (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under this Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
 - (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Goods and/or Services or this Contract contrary to the interests of the Principal.
- 36.8 A Party must not:
- (a) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
 - (b) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.
- 36.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of this Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

37 Liability and Indemnity

- 37.1 Subject to this clause 37, the Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss suffered by the Principal or its Personnel arising directly or indirectly from:
- (a) any breach of this Contract by the Contractor;
 - (b) any Wilful Misconduct, or a negligent act or omission, by the Contractor or its Personnel;
 - (c) any loss or damage to the Principal's premises or property caused by the acts or omissions of the Contractor or its Personnel;
 - (d) any claim made by a third party against the Principal or its Personnel, to the extent that the

claim arose out of any act or omission of the Contractor or its Personnel; and

- (e) any act or omission of the Contractor or its Personnel that causes the Contractor to breach any Legal Requirement,

except to the extent that the Loss is caused by the Willful Misconduct or a negligent act or omission of the Principal or its Personnel.

Consequential Loss

37.2 Notwithstanding any other clause of this Contract, neither Party will be liable to the other Party for any Consequential Loss unless:

- (a) the Law requires otherwise;
- (b) the Parties agree in writing that a Party will be liable for that Consequential Loss; or
- (c) the Consequential Loss is specified in or otherwise covered by an Insurance.

Civil Liability Act

37.3 Each Party agrees that Part 1F of the *Civil Liability Act 2002 (WA)*, to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with this Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

38 Insurance and Risk Management

38.1 The Contractor must:

- (a) procure and maintain the Insurances with the minimum level of cover set out in this Contract, or otherwise specified by the Principal in the Principal Request, from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency, approved by the Principal, which either:
 - (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
 - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
- (b) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the provision of the Goods and/or Services to the Principal;
- (c) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;
- (d) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with this Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
- (e) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the provision of the Goods and/or Services by the Contractor or a claim in connection with the Contract;

- (f) pay all premiums and deductibles applicable to any of the Insurances when due;
 - (g) promptly reinstate any Insurance required if it lapses or cover is exhausted;
 - (h) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and
 - (i) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.
- 38.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:
- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
 - (b) where the Principal is entitled to cover under the Insurance:
 - (i) *provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;*
 - (ii) *provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;*
 - (iii) *except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision extending the policy to operate in the same manner as if there was a separate policy of insurance covering each party insured (without increasing the deductibles or reducing the overall limit of indemnity);*
 - (iv) *provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and*
 - (v) *provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.*
- 38.3 The Contractor must procure and maintain public liability insurance and product liability insurance which:
- (a) is for an amount not less than \$20 million, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
 - (b) covers the liability of the Contractor, its Personnel and the Principal in respect of:
 - (i) *loss of, damage to, or loss of use of, any real or personal property; and*
 - (ii) *the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers' compensation policy),*arising out of or in connection with the Contractor's performance of the Contract; and
 - (c) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract and sudden and accidental pollution.
- 38.4 Where the Contractor shall be using its own vehicles, plant and equipment in providing the Goods and/or Services, the Contractor must procure and maintain reasonable vehicle and equipment

insurance for such vehicles, plant and equipment (**Contractor's Vehicles and Equipment**) (in addition to any compulsory third party motor vehicle insurance), which must:

- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;
- (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;
- (c) be unlimited in the number of occurrences; and
- (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.

38.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain workers' compensation insurance as follows:

- (a) the Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability under statute and at common law with a level of cover not less than \$50 million, or such amount as is specified in a Principal Request, in respect of any one event; or
- (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.

38.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain professional indemnity insurance, which must:

- (a) be for not less than \$5 million, or such other amount as is specified in the Principal Request, or otherwise reasonably requested by the Principal in respect of any one claim;
- (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if an amount is so specified);
- (c) include one full automatic reinstatement of the limit of liability;
- (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under this Contract; and
- (e) cover claims under the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

38.7 Notwithstanding any other provision of this clause 38, if agreed in writing by the Principal, the Contractor may self-insure in respect of any or all of the Insurances provided that:

- (a) it is lawful for the Contractor to do so;
- (b) the Contractor identifies in writing to the Principal which of the risks required to be insured are being self-insured; and
- (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.

- 38.8 The Parties acknowledge and agree that:
- (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under this Contract;
 - (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Contract and the Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under such indemnities;
 - (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
 - (d) the Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances;
 - (e) nothing in this clause 38 fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
 - (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.
- 38.9 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to this Contract in accordance with AS/NZS 4360-2009 Risk Management.

39 Force Majeure Event

- 39.1 A Party must:
- (a) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under this Contract (**Affected Obligations**); and
 - (b) if it gives such a notice, either:
 - (i) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
 - (ii) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.
- 39.2 The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- 39.3 The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.
- 39.4 If a Force Majeure Event continues to affect the provision of the Goods and/or Services for the duration of the Force Majeure Event Termination Period, the Principal may terminate this Contract by serving written notice on the Contractor.

40 Settlement of Disputes

- 40.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably

understand the facts relevant to the Dispute (Dispute Notice).

- 40.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties shall meet to seek to negotiate, in good faith, a resolution to the Dispute.
- 40.3 In the event that the Dispute remains unresolved after the time period referred to in clause 40.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 40.4.
- 40.4 A mediation under this clause 40 shall:
- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under clause 40.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;
 - (b) be conducted according to the rules proposed by the appointed mediator; and
 - (c) be conducted during a period of 10 Business Days (or such longer period as the Parties may agree in writing) from the acceptance by the mediator of his or her appointment.
- 40.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.
- 40.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 40.4(c), either Party may take whatever other action is available to it under this Contract or the Law, including initiating proceedings in a court of competent jurisdiction.
- 40.7 Nothing in this clause 40 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

41 Default, Suspension and Termination for Breach

Default

- 41.1 If a Party breaches a provision of this Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:
- (a) identifying the nature of the alleged breach;
 - (b) requiring the Party to comply with the relevant provision of this Contract; and
 - (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice.
- 41.2 If a Party breaches or repudiates this Contract, nothing in this Contract prejudices the right of the other Party to recover damages or exercise any other right under this Contract or under any applicable Legal Requirement.

Suspension

- 41.3 If a Party breaches a provision of this Contract and fails to comply with a written notice issued under clause 41.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of this Contract is no longer suspended at which point the Parties must promptly recommence the

performance of their obligations.

- 41.4 The Contractor must bear any cost it incurs as a result of a suspension under clauses 28.4 or 41.3 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor under this clause become a debt due to the Principal by the Contractor, where the Contractor is the defaulting Party.
- 41.5 To avoid doubt, if a Party suspends this Contract or any part of it in accordance with clause 41.3, the Completion Date shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

Termination for breach

- 41.6 Subject to clause 41.7, without limiting the other circumstances in which this Contract may be terminated, if a Party breaches a provision of this Contract and fails to comply with a notice issued under clause 41.1, then the other Party:
- (a) may give a further notice to the defaulting Party of its intention to terminate this Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
 - (b) by a further and final notice in writing to the defaulting Party immediately terminate this Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 41.6(a).
- 41.7 If a Party breaches a material provision of this Contract and that default is incapable of remedy or rectification, the non-defaulting Party may terminate this Contract by written notice to the defaulting Party.

42 Termination

- 42.1 Without limiting the other circumstances in which this Contract may be terminated, if a Party:
- (a) commits an Insolvency Event;
 - (b) assigns or sub-contracts this Contract or any part thereof without any prior written consent of the other Party required by this Contract;
 - (c) or any of its Personnel are found guilty of any criminal act relating to the Goods and/or Services; or
 - (d) includes in its Request Response any statement, representation, description of fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Party or not,
- then the other Party may by notice in writing to that Party immediately terminate this Contract.
- 42.2 If this Contract is terminated, the Principal may engage or contract with any person other than the Contractor to provide similar or equivalent goods and/or services to the Goods and/or Services.
- 42.3 Where the Principal terminates this Contract under clauses 41.6, 41.7 or this clause 42, the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.
- 42.4 When this Contract is terminated, the Contractor must:
- (a) promptly return to the Principal or destroy any of the Principal's property or

Principal's Documents as directed in writing by the Principal; and

- (b) if requested by the Principal, co-operate with and assist the Principal to transition the provision of the Goods and/or Services to the Principal or to another contractor engaged by the Principal, including by complying with the terms of any agreed Transition Plan.

43 Assignment and Subcontracting

43.1 The Contractor shall not:

- (a) assign all or any part of its rights and obligations under this Contract; or
- (b) sub-contract the whole or any part of this Contract, without:
- (c) the Principal's prior written approval, which must not be unreasonably withheld; and in the case of an assignment under clause 43.1(a) where obligations are to be assigned, the proposed assignee executing a deed in favour of the Principal agreeing to comply with and be bound by the obligations of the Contractor under this Contract.

43.2 To avoid doubt, the Principal's approval to sub-contract does not discharge or release the Contractor from any liability or obligation under this Contract.

44 Restructure of the Principal

44.1 If the Principal is restructured by Law, then the rights and obligations of the Principal under this Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

45 Deduction of Charges or Debts

45.1 Without limiting the Principal's rights under this Contract any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal and if such moneys are insufficient for this purpose, then from the Contractor's security or retention under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

45.2 The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

46 Proportionate Liability

46.1 Each Party agrees that Part 1F of the *Civil Liability Act 2002 (WA)*, to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with:

- (a) this Contract; and

- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

47 Personal Property Securities Act

47.1 For the purposes of this clause 47:

- (a) the 'Principal's Personal Property' means all personal property the subject of a security interest granted under this Contract; and
- (b) words and phrases used in this clause 47 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

47.2 If the Principal determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- (c) enabling the Principal to exercise rights in connection with the security interest.
- (d) the Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.

47.3 The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:

- (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
- (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.

47.4 The Contractor must not:

- (a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);
- (b) sell, lease or dispose of its interest in the Principal's Personal Property;
- (c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorizes it to do so;
- (d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Goods; or
- (e) change its name without first giving the Principal 15 Business Days' notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

47.5 Everything the Contractor is required to do under this clause 47 is at the Contractor's expense.

47.6 Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party

authorises, the disclosure of such information. This clause 47 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

48 Damage To Property

- 48.1 If the Contractor or the Contractor's Personnel damage property, including property on or adjacent to the Principal's Premises or Delivery Point (if applicable), the Contractor must promptly:
- (a) make good the damage; and
 - (b) pay any compensation which the Contractor is required to pay under the Contract or under any Legal Requirement.
- 48.2 If the Contractor fails to comply with an obligation under clause 48.1, the Principal may, in addition to any other remedy which the Principal may have, perform or have performed that obligation on the Contractor's behalf and any cost incurred by the Principal will be a debt due and payable by the Contractor.

49 Notices

- 49.1 Any notice under this Contract shall be in English, in legible writing and signed whether by hand or by electronic signature, and shall be given or served by:
- (a) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award or in, as applicable, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified address; or
 - (b) email to the email address of the receiving Party specified in the Request Response, Letter of Award or in, as applicable, or at such other email address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified email address.
- 49.2 Any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party:
- (a) if by delivery in person, when delivered to the address of the receiving Party;
 - (b) if by post, 5 Business Days from and including the date of postage; and
 - (c) if sent by email, in accordance with section 14 of the *Electronic Transactions Act 2011 (WA)*, but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (receiving Party's time), it is regarded as received at 9.00am on the following Business Day.

50 General

- 50.1 Relationship of the Parties
- (a) The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise.

- (b) Nothing in this Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly stated in this Contract.

50.2 Severability

Should any part of this Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) if it cannot be read down, severed from this Contract to the extent of the invalidity or unenforceability,

and the remainder of this Contract shall not be affected by such invalidity or unenforceability.

50.3 Variation to Contract terms

The terms of this Contract shall not be varied except by the written agreement of the Parties.

50.4 Waiver

- (a) A Party may only waive a right or power it has under this Contract by written notice to the other party
- (b) No forbearance, delay or indulgence by a Party in enforcing a provision of this Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

50.5 Entire agreement

This Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, tender requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of this Contract.

50.6 Rights are cumulative

Subject to any express provision in this Contract to the contrary, the rights of a Party under this Contract are cumulative and are in addition to any other rights of that Party.

50.7 Governing Law

- (a) This Contract and any Dispute shall be governed by the Laws of the State of Western Australia unless another governing law:
 - (i) is specified in the General ICT Specifics; or
 - (ii) is otherwise agreed in writing by the Parties at any time; or
 - (iii) is required by Law.
- (b) The Parties agree that the courts of that State will have exclusive jurisdiction to deal with any Dispute.

SCHEDULE 1 – GENERAL ICT SPECIFICS

[Guidance note: these 'General ICT Specifics' apply to all ICT related services]

Item No	Contract Specific	Description	Clause Reference
<p><i>Drafting Note: the items of this table must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used".</i></p> <p><i>Refer to any specific 'Guidance Notes' in relation to items below for guidance on how to complete those specific items.</i></p>			
1.	Services	Refer to Specification	1
2.	Contract Price	[insert details of Contract Price]	1 and 23
3.	Additional Charges	[insert]	1 and 23.4
4.	Advance payment of Contract Price	[insert details of any items for which advance payment is required, relevant amounts and due dates]	23.3
5.	Contractor's Contract Representative – details	Name: [insert] Title: [insert] Postal address: [insert] Phone: [insert] Email: [insert]	30.1
6.	Contractor's Support Representative - details	Name: [insert] Title: [insert] Postal address: [insert] Phone: [insert] Email: [insert]	30.2
7.	Contractor's Support Representative – available days and times	[insert times and days of availability]	30.3
8.	Contractor's Support Representative – unavailable days and times	[insert days and times during which representative is not available, including public holidays]	30.3
9.	Early Termination Charges	[insert]	1 and 23.4
10.	Excess Charges	[insert]	1 and 23.4
11.	Liquidated damages – Service Levels in respect of which failure to comply attracts liquidated damages	Failure to comply with Service Levels may attract liquidated damages. Service Levels in respect of which a failure to comply attracts liquidated damages are specified in Schedule 7.	10.3 and SCHEDULE 7 - SERVICE LEVELS
12.	Liquidated damages – formula for liquidated damages	Failure to provide acceptable response time - \$250 per hour	10.3 and SCHEDULE 7 - SERVICE LEVELS
13.	Lock-In Period	[insert]	11

14.	Principal's Representative – details	Name: Mr. Gary Tuffin Title: Chief Executive Officer Postal address: PO Box 1097 FREMANTLE 6959 Phone: (08) 9339 9339 Email: gtuffin@eastfremantle.wa.gov.au	30.4
15.	Term	3 years	24
16.	Further Terms	First Further Term: 1 year Second Further Term: 1 year	24.3

SCHEDULE 2 – EXTERNALLY DELIVERED SERVICES

PART A

1 Data Centre Requirements

- 1.1 The Parties agree that Principal Data is to be stored in the Data Centre specified in the Externally Delivered Services Specifics.
- 1.2 Where a specific location has been stated in the Externally Delivered Services Specifics, the Contractor must not change the Data Centre in which Principal Data is stored without the prior written consent of the Principal.
- 1.3 The Contractor must maintain the:
 - (a) physical and digital security systems; and
 - (b) minimum security certifications and satisfy the minimum safety standards, specified in the Externally Delivered Services Specifics.

2 Information Ownership, Integrity and Privacy

- 2.1 The Parties agree that the Contractor does not have any interest or rights in Principal Data uploaded in using any Externally Delivered Service.
- 2.2 Ancillary Data generated in providing Externally Delivered Services must be clearly specified in the Externally Delivered Services Contract Specifics or the Specification and, if used by the Contractor for other purposes, anonymized as described in the Externally Delivered Services Specifics.
- 2.3 The Principal grants to the Contractor and to any Third Party Provider, as relevant, a non-exclusive, non-transferable licence to access Principal Data and Ancillary Data for the sole purpose of the Contractor performing its obligations under this Contract and enabling the Principal's use of the relevant Externally Delivered Service.
- 2.4 The Principal must ensure continuity of accessibility and usability of all Principal Data regardless of any migration of data to other formats during the Term. The Contractor must notify the Principal of any proposed migration and will allow the Principal to verify data integrity.
- 2.5 The Principal may access, delete, amend, purge and/or disclose Principal Data.
- 2.6 Where the Contractor receives a lawful request from a third party to delete, purge and/or disclose any part of the Principal Data, if permitted by Law to do so, the Contractor must promptly notify the Principal in writing of the request and allow a reasonable period for the Principal to respond.
- 2.7 Subject to item 2.6, the Contractor must not access, disclose, delete, process or otherwise use Principal Data for any purpose other than in accordance with this Contract or as expressly authorised by the Principal.
- 2.8 Without limiting this item 2 or any other provision of this Contract relating to confidentiality, the Contractor agrees that, in respect of any Personal Information, it shall comply with privacy Laws applicable to the provision of any Externally Delivered Service.

3 Access to Data

- 3.1 The Principal may access Principal Data uploaded in using an Externally Delivered Service as set out in the Externally Delivered Services Specifics.

- 3.2 The Principal may upload or download Principal Data in using an Externally Delivered Service in the formats and in the manner as set out in the Externally Delivered Services Specifics.

4 Data Back-Up and Remediation

- 4.1 Unless otherwise agreed, the Contractor is responsible for:
- (a) ensuring that Principal Data, Ancillary Data and any Software is Backed-Up in the form of an entirely recoverable Backup at the frequencies specified in the Externally Delivered Services Specifics and made available to the Principal in a digital format as specified in the Externally Delivered Services Specifics;
 - (b) conducting testing of the relevant Back-up processes and facilities and providing evidence of the same to the Principal at the frequencies specified in the Externally Delivered Services Specifics;
 - (c) ensuring that any Backup under item 4.1(a) is maintained for the period of time specified in the Externally Delivered Services Specifics;
 - (d) preparing a plan for recovery and remediation of Principal Data, which must be approved by the Principal and updated on a periodic basis as agreed by the Parties; and
 - (e) recovering and remediating Principal Data to the extent specified in the Externally Delivered Services Specifics.
- 4.2 The Principal shall have access to any data Backed-up under item 4.1(a) as set out in the Externally Delivered Services Specifics.
- 4.3 Subject to item 4.4, the Contractor is responsible for its costs associated with complying with item 4.1.
- 4.4 If recovery or remediation of Principal Data is required as a result of an act or omission of the Principal which is negligent or in breach of an obligation of the Principal under this Contract, the Principal is responsible for the costs of such recovery and remediation.

5 Third Party Services and Products

- 5.1 The Contractor may engage the third parties specified in the Externally Delivered Services Specifics (**Third Party Provider**) to provide services or products to the Contractor for the purposes of providing the Externally Delivered Services to the Principal.
- 5.2 The Contractor remains liable to the Principal in respect of any services or products provided by any Third Party Provider for the purpose of providing the Externally Delivered Services to the Principal.

6 Updates and New Releases

- 6.1 The Contractor must:
- (a) make available to the Principal any Updates or New Releases in relation to an Externally Delivered Service if and when the Contractor makes these generally available to its other customers;
 - (b) for that purpose, promptly notify the Principal in writing as soon as such Updates or New Releases become available.
- 6.2 Except as set out in the Externally Delivered Services Specifics, the Principal has the right to refuse to

use any Update or New Release.

- 6.3 The Principal must notify the Contractor in writing within 60 Business Days from the date that the Update or New Release is notified by the Contractor as available to the Principal, if the Principal decides not to use the Update or New Release.
- 6.4 Where the Principal provides written notice under item 6.3, the Contractor must ensure that the Update or New Release is not applied to the Externally Delivered Service as used by the Principal.
- 6.5 Updates and New Releases shall be made available to the Principal at no additional charge, except as set out in the Externally Delivered Services Specifics or as otherwise agreed in writing by the Parties.
- 6.6 If the nature of the Update or New Release is such that further work must be undertaken by the Contractor to install the Update or New Release so that it can be used by the Principal, the Contractor must notify the Principal in writing and if the Principal elects to proceed with the installation, the Principal must pay the Contractor's costs of installing such Update or New Release as agreed in writing by the Parties.

7 Transition In, Transition Out and Changes in Service Delivery

- 7.1 The obligations of the Contractor under this item 7 are in addition to any obligations under clause 14.1. To avoid doubt, multiple Transition Plans may be prepared and included within relating to different types of Services and applying to different scenarios of the Contractor transitioning-in or transitioning-out in relation to the delivery of Externally Delivered Services to the Principal.
 - (a) Where a Transition Plan relating to the Contractor 'transitioning out' of providing Externally Delivered Services to the Principal and a different person or entity providing all or part of the Externally Delivered Services instead of the Contractor is to be developed after this Contract is executed, the Transition Plan must contain details of the Parties' agreement regarding the following matters: a detailed description of the proposed transition-out approach, support tools, methodology and systems, which must take into account the requirement to minimise any foreseeable disruption to normal business operation;
 - (b) a project timetable showing the proposed list of tasks with the associated resource role required to transition-out together with a time schedule and time estimate for each task;
 - (c) a description of the processes, procedures and schedules which must be utilised by the Principal and the Contractor in transferring the provision of the Externally Delivered Services in a timely, orderly and efficient manner;
 - (d) strategies for data migration from existing databases and systems;
 - (e) details of the technical Environment in existence before transition-out commences, including data network diagrams and diagrams showing the flow of information within the Contractor's systems;
 - (f) requirements for the provision of all application documentation, including documentation for all interfaces and customisations;
 - (g) details of the proposed approach for the safeguarding and retrieval of the Principal's Data and Ancillary Data which is Backed-up or archived which is in the Contractor's possession; and
 - (h) a description of the proposed approach to transferring all Backed-up or archived data.
- 7.2 Without limiting the circumstances in which a Transition Plan is required and, unless otherwise agreed by the Parties in writing, the Principal and Contractor must develop a Transition Plan if:

- (a) the Principal has provided written notice to the Contractor that it proposes to engage another person or entity to provide the same or similar Externally Delivered Services after the end of the Term;
 - (b) the Contractor wishes to assign this Contract to another person or entity;
 - (c) the Contractor wishes to sub-contract the provision of all or part of the Externally Delivered Services to another person or entity;
 - (d) the Data Centre in which the Principal Data is stored will be shut down temporarily or permanently; or
 - (e) the Contractor wishes to change the Data Centre in which the Principal Data is stored to one managed by the Contractor or a Third Party Provider.
- 7.3 Where either item 7.2(d) or item 7.2(e) applies, the Contractor must give the Principal prior written notice (of the length set out in the Externally Delivered Services Specifics) of the future shut down or change in Data Centre.

8 Data Destruction or Archiving

- 8.1 Upon termination of this Contract or the cessation of the Externally Delivered Services, whichever occurs first, the Principal must provide written notice to the Contractor as to whether it wishes the Contractor to destroy or archive the Principal Data. Where the Principal provides written notice to the Contractor that Principal Data is to be archived, such archived Principal Data must be made available to the Principal in a reasonably accessible digital format for the period set out in the Externally Delivered Services Specifics.
- 8.2 The Contractor must immediately comply with the direction of the Principal under item 8.1 and provide a certificate to the Principal certifying that Principal Data has been destroyed or archived accordingly.
- 8.3 To avoid doubt, the Principal is entitled to retrieve the Principal Data and any available Ancillary Data upon termination of this Contract or cessation of the Externally Delivered Services during the Lock-In Period.

9 Data Breach Mitigation Protocol

- 9.1 The Contractor must provide to the Principal copies of the Contractor's protocols for the mitigation. The Contractor must comply with such protocols when providing Externally Delivered Services.
- 9.2 Protocols of the Contractor under item 9.1 must contain the content required by the Externally Delivered Services Specifics.
- 9.3 The Contractor must undertake a regular maintenance program to ensure the reliability and stability of the Externally Delivered Services.
- 9.4 If the Contractor discovers that any Principal Data or Ancillary Data has been lost or compromised, the Contractor must notify the Principal in writing within 24 hours or such other time as specified in the Contractor's relevant protocol, unless notification would compromise criminal investigations into the breach.

10 Additional Guidelines and Usage Restrictions

The Principal must comply with any relevant additional guidelines, licensing limitations or usage restrictions set out in the Externally Delivered Services Specifics when using the Externally Delivered Service.

PART B Schedule 2 – Externally Delivered Services Specifics

Item No	Contract Specific	Description	Item Reference
<p><i>Drafting Note: the items of this table must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used".</i></p> <p><i>Refer to any specific 'Guidance Notes' in relation to items below for guidance on how to complete those specific items.</i></p>			
1.	Access to Backed-up data	[insert information about how Principal can obtain access to Backups]	4.2
2.	Access to Principal Data by Principal	[insert information about how Principal can obtain access to Principal Data.]	3.1
3.	Downloadable formats for Principal Data	[insert details of formats in which Principal Data may be downloaded from the service]	3.2
4.	Additional guidelines, licensing limitations and usage restrictions	[insert details of any additional guidelines, licensing limitations and usage restrictions]	10
5.	Data Centre	[insert details of Data Centre, including location and region]	1.1
6.	Data Centre location	[insert details of required location for Data Centre]	1.2
7.	Ancillary Data generated	[insert details] or [refer to Specification]	2.2
8.	Requirements for anonymization of Ancillary Data	[insert requirements]	2.2
9.	Frequency for data Back-up	[insert frequency for performing back-ups]	4.1(a)
10.	Frequency and methodology for testing data Backup	[insert frequency for testing Backups]	4.1(b)
11.	Digital format in which Backed-up data is to be made available	[insert locations or regions where Backed-up data is stored, including distance from data centre]	4.1(a)
12.	Minimum security certifications and standards	[insert details of minimum certifications and standards that Contractor must hold or satisfy]	1.3(b)
13.	Period for maintaining Backed-up data	[insert details regarding period of time for which Contractor must maintain Backed-up data]	4.1(c)
14.	Requirements for recovery and remediation of Principal Data	[insert requirements]	4.1(e)
15.	Physical and digital security systems	[insert details of physical and digital security systems that the Contractor is required to maintain]	1.3(a)
16.	Required content for data breach mitigation protocol	[insert details regarding content required for data breach mitigation protocol]	9.2

Item No	Contract Specific	Description	Item Reference
17.	Third Party Providers	<i>[insert details of third party service providers that the Contractor will use in providing the Externally Delivered Services, including products]</i>	5.1
18.	Updates and New Releases which cannot be refused by the Principal	<i>[insert details of Updates and New Releases which the Principal cannot refuse]</i>	6.2
19.	Updates and New Releases to which a charge applies	<i>[insert details of Updates and New Releases to which a charge applies]</i>	6.5
20.	Warning notice time period for shut down of Data Centre or change in Data Centre	<i>[insert minimum notice period(s)]</i>	7.3
21.	Period for access by Principal to archived Principal Data	<i>[insert details of period]</i>	8.2

SCHEDULE 3 – DEVELOPMENT SERVICES

Not Applicable

SCHEDULE 4 – EQUIPMENT AND RELATED SERVICES

PART A

1 Leasing of Equipment and Principal's Obligations

- 1.1 The Contractor agrees to lease the Equipment to the Principal for the Term on the terms and conditions in this .
- 1.2 To avoid doubt, while leased by the Principal to the Contractor, the Equipment continues to be the property of the Contractor and the Principal must keep the Equipment free from charge, mortgage, lien or encumbrance.
- 1.3 The Principal:
- (a) must use and maintain the Equipment in accordance with the Contractor's reasonable written instructions;
 - (b) is responsible for any theft or damage to the Equipment while it is in the Principal's care or on the Principal's Premises; and
 - (c) must ensure that all other equipment which the Principal uses in connection with the Equipment is fully compatible with the Equipment where specific requirements relating to compatibility are identified in the Equipment and Related Services Specifics.

2 Quality, Quantity and Delivery of Equipment

- 2.1 Clauses 3.1, 3.3, 4 and 5 shall apply to the Equipment as if the Equipment were 'Goods' under those provisions, with any necessary modifications.

3 Warranties

- 3.1 To the extent reasonably possible, the Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Equipment.

4 Recall of Equipment and Defective Equipment

- 4.1 If the Equipment or any part of the Equipment is subject to a product recall by the manufacturer, the Contractor must:
- (a) immediately notify the Principal in writing of the recall and the reasons for the recall; if requested by the Principal, provide the Principal with information and copies of documents held by the Contractor in relation to the recall and the reasons for the recall;
 - (b) collect the recalled Equipment from the Principal's Premises within the period of time specified in the Equipment and Related Services Specifics or pay the Principal's costs of returning the Equipment to the Contractor; and
 - (c) provide the Principal with appropriate 'like for like' replacement Equipment as soon as practicable, and within the timeframe specified in the Equipment and Related Services Specifics, at no cost to the Principal.
- 4.2 If the Principal notifies the Contractor that the Equipment or any part of the Equipment is Defective, clauses 20.2 to 20.9 (inclusive) shall apply as if the Equipment were 'Goods' under those provisions, with any necessary modifications.

- 4.3 If, in accordance with clause 20.5, as read with item 4.2, the Principal engages a third party to provide the relevant Equipment, the obligations of the Contractor to provide the relevant Equipment shall cease and this Contract shall terminate unless the Contractor is continuing to provide other Equipment under this Contract.

5 Integrated Software Updates and New Releases

- 5.1 The Contractor must:
- (a) ensure that all Updates or New Releases in relation to the Equipment are able to be applied to the Equipment if and when such Updates and New Releases are available to other customers of the Contractor; and
 - (b) for that purpose, promptly notify the Principal in writing as soon as such Updates or New Releases become available.
- 5.2 Except as set out in the Equipment and Related Services Specifics, the Principal has the right to refuse to apply any Update or New Release to the Equipment.
- 5.3 The Principal must notify the Contractor in writing within 60 Business Days from the date that the Update or New Release is notified by the Contractor as available to the Principal, if the Principal decides not to apply the Update or New Release to the Equipment.
- 5.4 Where the Principal provides written notice under item 5.3, the Contractor must ensure that the Update or New Release is not applied to the Equipment as used by the Principal.
- 5.5 Updates and New Releases shall be made available to the Principal at no charge, except as set out in the Equipment and Related Services Specifics or as otherwise agreed in writing by the Parties.
- 5.6 If the nature of the Update or New Release is such that further work must be undertaken by the Contractor to install the Update or New Release so that it can be used by the Principal on the Equipment, the Contractor must notify the Principal in writing and, if the Principal elects to proceed with the installation, the Principal must pay the Contractor's costs of installing such Update or New Release as agreed in writing by the Parties.
- 5.7 If the application of an Update or New Release to the Equipment causes the Equipment to no longer operate as intended, the Contractor must provide the Principal with appropriate 'like for like' replacement Equipment as soon as practicable, and within the timeframe specified in the Equipment and Related Services Specifics, at no cost to the Principal.

6 Equipment Maintenance

- 6.1 The Contractor must provide to the Principal in writing:
- (a) information regarding ongoing maintenance requirements for the Equipment and any rules regarding the validity of any warranty, the provision of support by the Contractor or the performance of the Equipment in relation to the completion of maintenance or the failure to complete maintenance; and
 - (b) a recommended schedule for maintenance and, where possible, provide estimates of costs for the Contractor to provide maintenance services to the Principal.
- 6.2 The Principal reserves the right to engage other persons or entities to undertake maintenance in relation to the Equipment, unless the Contractor is the manufacturer of the Equipment.

PART B Schedule 4 – Equipment and Related Services Specifics

Item No	Contract Specific	Description	Item Reference
<i>Drafting Note: the items of this table must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used". Refer to any specific 'Guidance Notes' in relation to items below for guidance on how to complete those specific items.</i>			
1.	Equipment	<i>[insert details of Equipment being leased or refer to Specification in Part I]</i>	1
2.	Compatibility requirements	<i>[insert]</i>	1.3(c)
3.	Time for collection of recalled Equipment	<i>[insert number of days within which the Contractor must collect recalled Equipment]</i>	4.1(b)
4.	Time for providing replacement Equipment	<i>[insert number of days within which the Contractor must provide replacement Equipment]</i>	4.1(c)
5.	Time for providing replacement Equipment where affected by Update or New Release	<i>[insert number of days within which the Contractor must provide replacement Equipment]</i>	5.7
6.	Updates and New Releases to which a charge applies	<i>[insert details of Updates and New Releases to which a charge applies]</i>	5.5
7.	Updates and New Releases which the Principal cannot refuse	<i>[insert details of Updates and New Releases which the Principal cannot refuse to apply to Equipment]</i>	5.2

SCHEDULE 5 – LICENSED PRODUCTS AND RELATED SERVICES

PART A

1 Software to be Licensed

- 1.1 The Contractor agrees to provide the Licensed Software for use by the Principal in accordance with this Contract and the terms of the Software Licence.
- 1.2 If there is an inconsistency between the terms of the Software Licence and this Contract, the terms of the Software Licence shall prevail to the extent of such inconsistency.

2 Updates and New Releases

- 2.1 The Contractor must:
 - (a) make available to the Principal any Updates or New Releases in relation to the Licensed Software if and when the Contractor makes these generally available to its other customers; and
 - (b) for that purpose, promptly notify the Principal in writing as soon as such Updates or New Releases become available.
- 2.2 Except as set out in the Licensed Products and Related Services Specifics, the Principal has the right to refuse to use any Update or New Release and, where this occurs, the Contractor must continue to provide the Licensed Software on the terms and conditions of this Contract.
- 2.3 The Principal must notify the Contractor in writing within 60 Business Days from the date that the Update or New Release is notified by the Contractor as available to the Principal, if the Principal decides not to use the Update or New Release.
- 2.4 Where the Principal provides written notice under item 2.3, the Contractor must ensure that the Update or New Release is not applied to the Licensed Software as used by the Principal.
- 2.5 Updates and New Releases shall be made available to the Principal at no additional charge, except as set out in the Licensed Products and Related Services Specifics or as otherwise agreed in writing by the Parties.
- 2.6 If the nature of the Update or New Release is such that further work must be undertaken by the Contractor to install the Update or New Release so that it can be used by the Principal, the Contractor must notify the Principal in writing and if the Principal elects to proceed with the installation, the Principal must pay the Contractor's costs of installing such Update or New Release as agreed in writing by the Parties.

3 New Software Products

- 3.1 If the Contractor develops and releases a new Software product (New Software Product) which replaces or supersedes the Licensed Software, the Contractor must offer the New Software Product to the Principal and provide to the Principal written notice of the costs of accepting the New Software Product, including licensing and implementation costs.
- 3.2 To avoid doubt, the Principal has the right to refuse to accept the New Software Product and, where this occurs:
 - (a) if the Licensed Software remains supported and can continue to be provided by the Contractor

to the Principal, the Contractor must continue to provide the Licensed Software on the terms and conditions of this Contract at no additional cost to the Principal; or

- (b) if the Licensed Software is no longer supported and cannot continue to be provided by the Contractor to the Principal:
 - (i) the Principal may request in writing to the Contractor that an alternative Software product be provided in lieu of the Licensed Software (**Alternative Software Product**); or
 - (ii) if no request for an Alternative Software Product has been made, where this Contract relates:
 - (A) only to the provision of that Licensed Software, this Contract shall terminate upon the Principal providing written notice to the Contractor that it does not accept the New Software Product; or
 - (B) where this Contract relates to the provision of other Licensed Software or other Services, this Contract shall remain on foot but the Parties shall be released from their obligations in relation to the Licensed Software which is no longer supported; and
 - (iii) notwithstanding any other provision of this Contract, the Contractor must not impose on the Principal any Early Termination Charges or other charges or costs as a result of the Principal's decision not to accept the New Software Product or to request an Alternative Software Product.

3.3 If the Principal accepts the Contractor's offer of a New Software Product under item 3.1 or requests in writing an Alternative Software Product from the Contractor under item 3.2(b)(i):

- (a) the Contractor must provide assistance to the Principal, and take whatever action is necessary, to transition the Principal's use of the Licensed Software to the New Software Product or Alternative Software Product, as the case may be; and
- (b) the supply of the New Software Product or Alternative Software Product shall satisfy the Contractor's obligations to provide the Licensed Software and the provisions of this Contract shall apply to the New Software Product or Alternative Software Product, as the case may be, as if it was the Licensed Software.

4 Licensing Arrangement and Intellectual Property Rights

4.1 The Licensed Software shall be licensed to the Principal by the Contractor on the basis set out in the Licensed Products and Related Services Specifics as to:

- (a) term of licence;
- (b) options for extending the term of the licence;
- (c) type of licence;
- (d) number of licences;
- (e) relevant infrastructure-based, technical and dependence assumptions;
- (f) options if the Principal wishes to change the type or user of a licence;
- (g) availability of additional user rights; and
- (h) any licensing limitations.

4.2 The Parties acknowledge and agree that the person or entity specified in the Licensed Products and

Related Services Specifics as the 'Intellectual Property Rights Owner' holds or owns the Intellectual Property Rights in the Licensed Software.

PART B Schedule 5 - Licensed Products and Related Services Specifics

Item No	Contract Specific	Description	Item Reference
<p><i>Drafting Note: the items of this table must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used".</i></p> <p><i>Refer to any specific 'Guidance Notes' in relation to items below for guidance on how to complete those specific items.</i></p>			
1.	Additional user rights	[insert details regarding available additional user rights]	4.1(g)
2.	Intellectual Property Rights Owner	[insert name of person or entity who has the IP in the Licensed Software] [i.e. the Contractor or a third party if the Contractor is a reseller of the Licensed Software]	4.2
3.	Licensing limitations	[insert details of any applicable licensing limitations]	4.1(h)
4.	Number of licences	[insert number of licences]	4.1(d)
5.	Options available to Principal for changing type of licence or user of licence	[insert details of options available]	4.1(f)
6.	Relevant infrastructure based, technical and dependence assumptions	[insert] [e.g. how the Licensed Software is determined to be 'in use' i.e. by processor, by memory, by storage, by device]	4.1(e)
7.	Licensed Software, including modules or components covered by the licence	[insert details about Licensed Software]	4.1
8.	Term of licence	[insert] [note whether licence remains on foot while paid]	4.1(a)
9.	Term of licence extension options	[insert details about extension options]	4.1(b)
10.	Type of licence	[insert] [i.e. per user, per concurrent user, per site, per organisation]	4.1(c)
11.	Updates and New Releases to which a charge applies	[insert details of Updates and New Releases to which a charge applies]	2.5
12.	Updates and New Releases which the Principal cannot refuse	[insert details of Updates and New Releases which the Principal cannot refuse to apply to Equipment]	2.2

SCHEDULE 6 – TRANSITION PLAN

To be provided by the Contractor.

SCHEDULE 7 – SERVICE LEVELS

Item No	Service Level	Description	Consequences of failure to comply with Service Level												
1.	Uptime or availability of Contractor's Support Representative	<p>1. A support desk phone number and email contact are to be provided</p> <p>2. Technical support is to be available via phone/support desk email during Business Hours of 0800 and 1700 (WST) Monday to Friday inclusive</p> <p>3. An after hours support service is to be available for 'Critical' and 'Major' faults</p>													
2.	Acceptable level of service interruption or failure	<p>The Managed Firewall Service is generally to be continuous, fault free and accessible at all times. Fault resolution is to be within eight (8) hours with a rapid replacement firewall device to be configured and deployed.</p> <p><u>Server Recovery</u></p> <p>At the request of the client (which is usually deemed a disaster), the Contractor must recover the Client's nominated server either on-premise or on an alternative network within 24 hours.</p>	<p>Liquidated damages of \$250 per hour will apply for each hour that exceeds the response time</p>												
3.	Acceptable response time to enquiry or request for technical assistance or support (i.e. acknowledgement and/or logging of enquiry)	<p>One Hour to inform the client that the ticket has been received, and to allocate a ticket number for tracking</p>	<p>Liquidated damages of \$250 per hour will apply for each hour that exceeds the response time</p>												
4.	Remediation time (i.e. time for ultimate resolution of enquiry)	<table border="1"> <thead> <tr> <th>Level</th> <th>Definition</th> <th>Description</th> <th>Response Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Critical</td> <td>Means all systems are unavailable for users</td> <td>2 hours to attend on-site if issue cannot be resolved remotely</td> </tr> <tr> <td>2</td> <td>Major</td> <td>Means some systems are unavailable for users</td> <td>4 hours to attend on site if issue cannot be resolved remotely</td> </tr> </tbody> </table>	Level	Definition	Description	Response Time	1	Critical	Means all systems are unavailable for users	2 hours to attend on-site if issue cannot be resolved remotely	2	Major	Means some systems are unavailable for users	4 hours to attend on site if issue cannot be resolved remotely	<p>Liquidated damages of \$250 per hour will apply for each hour that exceeds the response time</p>
Level	Definition	Description	Response Time												
1	Critical	Means all systems are unavailable for users	2 hours to attend on-site if issue cannot be resolved remotely												
2	Major	Means some systems are unavailable for users	4 hours to attend on site if issue cannot be resolved remotely												

		3	Minor	Means a system is unavailable for a user	8 hours to attend on site if issue cannot be resolved remotely	
5.	Workaround time	<i>[insert number of hours or days]</i>				<i>[insert]</i>
6.	Minimum performance requirements	<i>[insert – will vary between different services and circumstances of services]</i>				<i>[insert]</i>
7.	Reporting requirements	<p>The Contractor is required to provide the Town with the following reports as a minimum, within 7 business days from end of month:</p> <ol style="list-style-type: none"> 1. A report showing monthly support call statistics recording the ticket number, a summary of the issue, the date the ticket was opened, the date the ticket was closed, the requestor, the service type, and the time spent on each ticket. 2. Monthly firewall report showing data usage, applications, top categories for web activity, top categories for web filter, top intrusions detected, top attack attempts, top viruses blocked. 3. Monthly Management Report summarizing ‘Upcoming Key Dates’, ‘Outages’, ‘Support and Project Statistics’, ‘IT Expenditure itemized by Support, Services, Projects’, ‘Support Type’ and ‘Support Service Levels’ 4. Monthly phone reporting including total number of calls, total number of incoming calls, total number of outgoing calls, total talking time, total call duration, average talk time per call <p>A quarterly IT meeting is to be held between the Contractor and the Client. An agenda will be set with the meeting to be held on Client site or via video conference.</p>				<p>Liquidated damages of \$250 per month for each month the reports are not provided within the specified time</p>

PART 4 OFFER FORM AND SELECTION CRITERIA

(Respondent to complete and return)

4.1 Offer Form

The Chief Executive Officer
Town of East Fremantle
PO Box 1097
East Fremantle WA 6158

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 04 -2021/22 Managed ICT Services

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The quoted price is valid up to ninety (90) calendar days from the date of the tender or, if extended on mutual agreement between the Principal and the Respondent in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The quoted consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20 _____

Signature of authorised signatory of Respondent: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

4.2 Selection Criteria

4.2.1 Compliance Criteria

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria		
(a)	Compliance with the Specification contained in the Request.	Yes / No
(b)	Compliance with the Conditions of Tendering contained in this Request.	Yes / No
(c)	Compliance with attendance at any mandatory Tender briefing or site inspection.	Yes / No
(d)	Compliance with the Quality Assurance requirement for this Request.	Yes / No
(e)	Compliance with the Deadline.	Yes / No
(f)	Compliance with and completion of the Price Schedule.	Yes / No
(g)	<p><i>Risk Assessment</i> Respondents must address the following information in an attachment and label it "Risk Assessment":</p> <ul style="list-style-type: none"> i) An outline of your organisational structure inclusive of any branches and number of personnel. ii If companies are involved, attach their current ASC company extracts search including latest annual return. iii) Provide a summary of the number of years your organisation has been in business. iv) Attach details of your referees. You should give examples of work provided for your referees where possible. v) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal. vi) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries. vii) Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted. viii) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with. ix) Are you presently able to pay all your debts in full as and when they fall due? x) Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes, provide details. 	Yes / No
	<ul style="list-style-type: none"> xi) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant. <p>Respondents are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If a Respondent holds "umbrella Insurance", please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within five (5) working days of acceptance.</p>	Yes / No

4.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Respondents must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Respondents are to address each issue outlined within a qualitative criterion.

Suitability of Proposed Products (40% weighting)

- (a) The Respondent must demonstrate how their response and proposed services align with the six service categories in this Request's Scope of Requirements:
 - i. Managed IT Services
 - ii. Managed Backup and Recovery
 - iii. Managed Infrastructure
 - iv. Managed Firewall
 - v. Microsoft Licences
 - vi. Adhoc Projects
- (b) The Respondent must demonstrate that their organisation has internal policies and procedures based on quality and cyber security standards. Such policies and procedures will protect the Town and mitigate the transfer of risk to the Town.
- (c) The Respondent is welcome to include brochures and any relevant information detailing services offered.

Demonstrated Experience & Key Personnel (40% weighting)

- (a) The Respondent must provide details of its experience delivering outcomes against the six service categories in this Request's Specifications:
 - i. Similarities between previous completed contracts and this Request
 - ii. When the previous contracts were performed
 - iii. The outcome of the previous contracts
- (b) The Respondent must also provide a minimum of [2] referees in respect of the contracts detailed above:
 - i. The referee's name and position
 - ii. Company name
 - iii. Contact telephone number and email address
 - iv. Contract or project title
- (c) The Respondent must provide details of personnel proposed to work on this contract:
 - i. Their role proposed in the performance of this contract and experience in projects or contracts of a similar requirement
 - ii. Curriculum vitae including memberships and qualifications

Transition In/Out (15% weighting)

- (a) The Respondent must provide a plan for transition-in including:
 - i. Key activities
 - ii. Typical duration and effort
 - iii. Inclusions, exclusions and assumptions
 - iv. Division of responsibilities between the contractor and the Town

- (b) The Respondent must provide a plan for end-of-contract transition-out including:
 - i. Key activities
 - ii. Typical duration and effort
 - iii. Inclusions, exclusions and assumptions
 - iv. Division of responsibilities between the contractor and the Town

Sustainability (5% weighting)

The Respondent must demonstrate that their organisation has a suitable environmental policy. Should the organisation be certified against ISO 14001, they will receive the full 5% weighting.

4.3 Price Information

Respondents **must** complete the Pricing Schedule in 4.3.1 below. Before completing the Price Schedule, Respondents should ensure they have read this entire Request.

Discounts

Are you prepared to allow a discount for prompt settlement of accounts?	Yes / No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled "Discounts" .	"Discounts"	Tick if attached <input type="checkbox"/>

Price Basis

Are you prepared to offer a fixed price?	Yes / No	
If No, please indicate how your proposed price variation mechanism differs from the one outlined above. Supply details and label it "Price Variation Mechanism" .	"Price Variation Mechanism"	Tick if attached <input type="checkbox"/>

4.3.1 Price Schedule

The Contractor is required to provide pricing information such that the Town has a clear expectation of up front and ongoing costs for the Contractor to deliver services in accordance with the Specification.

Pricing should be documented for the IT Support Services, Managed Backup and Recovery, Managed Infrastructure and Managed Firewall service categories using the supplied pricing table below.

Service Category	Rate Per Month (Ex GST)	Total Per Annum (Ex GST)	Once Off Setup Fee (Ex GST)
IT Support Services			
Managed Backup and Recovery			
Managed Infrastructure			
Managed Firewall			
Microsoft Licensing			
SUB TOTAL:			

Annual Software Licensing	Current Quantity	Total Per Annum (Ex GST)
Windows Server Standard - 8 Core License Pack - 1 year	8	
Windows Server Remote Desktop Services CAL- 1 User CAL – 1 year	35	
Windows Server CAL - 1 User CAL - 1 year	40	
SUB TOTAL:		

Monthly Software Licensing	Current Quantity	Total Per Month (Ex GST)
MICROSOFT CSP INTUNE MTH SUB	14	
MICROSOFT CSP M365 BUSINESS ST D MTH SUB	1	
MICROSOFT CSP O365 E1 MTH SUB	9	
MICROSOFT CSP O365 E3 MTH SUB	45	
MICROSOFT CSP PROJECT PLAN 3 M TH SUB	2	
MICROSOFT CSP VISIO PLAN 2 MTH SUB	9	
SUB TOTAL:		
TOTAL:		

The Contractor is encouraged to include notes to their pricing that allow the Town to understand any:

- Assumptions that can be reviewed and clarified as part of this request process
- Pricing tiers based on changes to quantity, for example: growth of users, devices, servers, storage
- Pricing options where different approaches are offered by the Contractor

Pricing should be documented for the Adhoc Projects service category using the supplied summary pricing table below.

Adhoc Projects	Rate Per Hour (Ex GST)
Project Work Rate	
Project Management Rate	
Penalty Rate	

4.4 Respondent’s Response

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it “Organisation Structure” .	“Organisation Structure”	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it “ASC Company Extracts” .	“ASC Company Extracts”	Tick if attached <input type="checkbox"/>

REFEREES

Complete the “Reference sheet” . You should give examples of work provided for your referees where possible.	“Referees”	Tick if attached <input type="checkbox"/>
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AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it “Agents” .	“Agents”	Tick if attached <input type="checkbox"/>

TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled “Trusts” : (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	“Trusts”	Tick if attached <input type="checkbox"/>

SUB CONSULTANTS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled “Sub consultants” provide details of the sub consultant(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	“SubConsultants”	Tick if attached <input type="checkbox"/>

CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “Conflicts of Interest” .	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>

FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	“Financial Position”	Tick if attached <input type="checkbox"/>

INSURANCE COVERAGE

Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage” . A copy of the Certificate of Currency is to be provided to the Principal within 7 days of acceptance.	“Insurance Coverage”	Tick if attached <input type="checkbox"/>
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CONTRACT SCHEDULES

Respondents are required to complete the following schedules in the general conditions of contract and submit completed schedules to the Town with this offer.	“Contract Schedules”	Tick if attached <input type="checkbox"/>
SCHEDULE 1 – GENERAL ICT SPECIFICS		Tick if attached <input type="checkbox"/>
SCHEDULE 2 – EXTERNALLY DELIVERED SERVICES SPECIFICS		Tick if attached <input type="checkbox"/>
SCHEDULE 4 – EQUIPMENT AND RELATED SERVICES SPECIFICS		Tick if attached <input type="checkbox"/>
SCHEDULE 5 – LICENCE PRODUCTS AND RELATED SERVICES SPECIFICS		Tick if attached <input type="checkbox"/>
SCHEDULE 6 – TRANSITION PLAN		Tick if attached <input type="checkbox"/>
SCHEDULE 7 – SERVICE LEVELS		Tick if attached <input type="checkbox"/>

SCHEDULE 1 - GENERAL ICT SPECIFICS

[Guidance note: these 'General ICT Specifics' apply to all ICT related services]

Item No	Contract Specific	Description	Clause Reference
<p><i>Drafting Note: the items of this table must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used".</i></p> <p><i>Refer to any specific 'Guidance Notes' in relation to items below for guidance on how to complete those specific items.</i></p>			
1.	Services	Refer to Specification	1
2.	Contract Price	[insert details of Contract Price]	1 and 23
3.	Additional Charges	[insert]	1 and 23.4
4.	Advance payment of Contract Price	[insert details of any items for which advance payment is required, relevant amounts and due dates]	23.3
5.	Contractor's Contract Representative – details	Name: [insert] Title: [insert] Postal address: [insert] Phone: [insert] Email: [insert]	30.1
6.	Contractor's Support Representative - details	Name: [insert] Title: [insert] Postal address: [insert] Phone: [insert] Email: [insert]	30.2
7.	Contractor's Support Representative – available days and times	[insert times and days of availability]	30.3
8.	Contractor's Support Representative – unavailable days and times	[insert days and times during which representative is not available, including public holidays]	30.3
9.	Early Termination Charges	[insert]	1 and 23.4
10.	Excess Charges	[insert]	1 and 23.4
11.	Liquidated damages – Service Levels in respect of which failure to comply attracts liquidated damages	Failure to comply with Service Levels may attract liquidated damages. Service Levels in respect of which a failure to comply attracts liquidated damages are specified in Schedule 7.	10.3 and SCHEDULE 7 - SERVICE LEVELS
12.	Liquidated damages – formula for liquidated damages	Failure to provide acceptable response time - \$250 per hour	10.3 and SCHEDULE 7 - SERVICE LEVELS
13.	Lock-In Period	[insert]	11

14.	Principal's Representative – details	Name: Mr. Gary Tuffin Title: Chief Executive Officer Postal address: PO Box 1097 FREMANTLE 6959 Phone: (08) 9339 9339 Email: gtuffin@eastfremantle.wa.gov.au	30.4
15.	Term	3 years	24
16.	Further Terms	First Further Term: 1 year Second Further Term: 1 year	24.3

PART B Schedule 2 – Externally Delivered Services Specifics

Item No	Contract Specific	Description	Item Reference
<p><i>Drafting Note: the items of this table must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used".</i></p> <p><i>Refer to any specific 'Guidance Notes' in relation to items below for guidance on how to complete those specific items.</i></p>			
1.	Access to Backed-up data	[insert information about how Principal can obtain access to Backups]	4.2
2.	Access to Principal Data by Principal	[insert information about how Principal can obtain access to Principal Data.]	3.1
3.	Downloadable formats for Principal Data	[insert details of formats in which Principal Data may be downloaded from the service]	3.2
4.	Additional guidelines, licensing limitations and usage restrictions	[insert details of any additional guidelines, licensing limitations and usage restrictions]	10
5.	Data Centre	[insert details of Data Centre, including location and region]	1.1
6.	Data Centre location	[insert details of required location for Data Centre]	1.2
7.	Ancillary Data generated	[insert details] or [refer to Specification]	2.2
8.	Requirements for anonymization of Ancillary Data	[insert requirements]	2.2
9.	Frequency for data Back-up	[insert frequency for performing back-ups]	4.1(a)
10.	Frequency and methodology for testing data Backup	[insert frequency for testing Backups]	4.1(b)
11.	Digital format in which Backed-up data is to be made available	[insert locations or regions where Backed-up data is stored, including distance from data centre]	4.1(a)
12.	Minimum security certifications and standards	[insert details of minimum certifications and standards that Contractor must hold or satisfy]	1.3(b)
13.	Period for maintaining Backed-up data	[insert details regarding period of time for which Contractor must maintain Backed-up data]	4.1(c)
14.	Requirements for recovery and remediation of Principal Data	[insert requirements]	4.1(e)
15.	Physical and digital security systems	[insert details of physical and digital security systems that the Contractor is required to maintain]	1.3(a)

16.	Required content for data breach mitigation protocol	<i>[insert details regarding content required for data breach mitigation protocol]</i>	9.2
Item No	Contract Specific	Description	Item Reference
17.	Third Party Providers	<i>[insert details of third party service providers that the Contractor will use in providing the Externally Delivered Services, including products]</i>	5.1
18.	Updates and New Releases which cannot be refused by the Principal	<i>[insert details of Updates and New Releases which the Principal cannot refuse]</i>	6.2
19.	Updates and New Releases to which a charge applies	<i>[insert details of Updates and New Releases to which a charge applies]</i>	6.5
20.	Warning notice time period for shut down of Data Centre or change in Data Centre	<i>[insert minimum notice period(s)]</i>	7.3
21.	Period for access by Principal to archived Principal Data	<i>[insert details of period]</i>	8.2

PART B Schedule 4 – Equipment and Related Services Specifics

Item No	Contract Specific	Description	Item Reference
<i>Drafting Note: the items of this table must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used". Refer to any specific "Guidance Notes" in relation to items below for guidance on how to complete those specific items.</i>			
1.	Equipment	<i>[insert details of Equipment being leased or refer to Specification in Part I]</i>	1
2.	Compatibility requirements	<i>[insert]</i>	1.3(c)
3.	Time for collection of recalled Equipment	<i>[insert number of days within which the Contractor must collect recalled Equipment]</i>	4.1(b)
4.	Time for providing replacement Equipment	<i>[insert number of days within which the Contractor must provide replacement Equipment]</i>	4.1(c)
5.	Time for providing replacement Equipment where affected by Update or New Release	<i>[insert number of days within which the Contractor must provide replacement Equipment]</i>	5.7
6.	Updates and New Releases to which a charge applies	<i>[insert details of Updates and New Releases to which a charge applies]</i>	5.5
7.	Updates and New Releases which the Principal cannot refuse	<i>[insert details of Updates and New Releases which the Principal cannot refuse to apply to Equipment]</i>	5.2

PART B Schedule 5 – Licensed Products and Related Services Specifics

Item No	Contract Specific	Description	Item Reference
<p><i>Drafting Note: the items of this table must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used".</i></p> <p><i>Refer to any specific 'Guidance Notes' in relation to items below for guidance on how to complete those specific items.</i></p>			
1.	Additional user rights	[insert details regarding available additional user rights]	4.1(g)
2.	Intellectual Property Rights Owner	[insert name of person or entity who has the IP in the Licensed Software] [i.e. the Contractor or a third party if the Contractor is a reseller of the Licensed Software]	4.2
3.	Licensing limitations	[insert details of any applicable licensing limitations]	4.1(h)
4.	Number of licences	[insert number of licences]	4.1(d)
5.	Options available to Principal for changing type of licence or user of licence	[insert details of options available]	4.1(f)
6.	Relevant infrastructure based, technical and dependence assumptions	[insert] [e.g. how the Licensed Software is determined to be 'in use' i.e. by processor, by memory, by storage, by device]	4.1(e)
7.	Licensed Software, including modules or components covered by the licence	[insert details about Licensed Software]	4.1
8.	Term of licence	[insert] [note whether licence remains on foot while paid]	4.1(a)
9.	Term of licence extension options	[insert details about extension options]	4.1(b)
10.	Type of licence	[insert] [i.e. per user, per concurrent user, per site, per organisation]	4.1(c)
11.	Updates and New Releases to which a charge applies	[insert details of Updates and New Releases to which a charge applies]	2.5
12.	Updates and New Releases which the Principal cannot refuse	[insert details of Updates and New Releases which the Principal cannot refuse to apply to Equipment]	2.2

SCHEDULE 6 - TRANSITION PLAN

To be provided by the Contractor.

SCHEDULE 7 - SERVICE LEVELS

Item No	Service Level	Description	Consequences of failure to comply with Service Level												
1.	Uptime or availability of Contractor's Support Representative	<p>4. A support desk phone number and email contact are to be provided</p> <p>5. Technical support is to be available via phone/support desk email during Business Hours of 0800 and 1700 (WST) Monday to Friday inclusive</p> <p>6. An after hours support service is to be available for 'Critical' and 'Major' faults</p>													
2.	Acceptable level of service interruption or failure	<p>The Managed Firewall Service is generally to be continuous, fault free and accessible at all times. Fault resolution is to be within eight (8) hours with a rapid replacement firewall device to be configured and deployed.</p> <p><u>Server Recovery</u></p> <p>At the request of the client (which is usually deemed a disaster), the Contractor must recover the Client's nominated server either on-premise or on an alternative network within 24 hours.</p>	<p>Liquidated damages of \$250 per hour will apply for each hour that exceeds the response time</p>												
3.	Acceptable response time to enquiry or request for technical assistance or support (i.e. acknowledgement and/or logging of enquiry)	<p>One Hour to inform the client that the ticket has been received, and to allocate a ticket number for tracking</p>	<p>Liquidated damages of \$250 per hour will apply for each hour that exceeds the response time</p>												
4.	Remediation time (i.e. time for ultimate resolution of enquiry)	<table border="1"> <thead> <tr> <th>Level</th> <th>Definition</th> <th>Description</th> <th>Response Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Critical</td> <td>Means all systems are unavailable for users</td> <td>2 hours to attend on-site if issue cannot be resolved remotely</td> </tr> <tr> <td>2</td> <td>Major</td> <td>Means some systems are unavailable for users</td> <td>4 hours to attend on site if issue cannot be resolved remotely</td> </tr> </tbody> </table>	Level	Definition	Description	Response Time	1	Critical	Means all systems are unavailable for users	2 hours to attend on-site if issue cannot be resolved remotely	2	Major	Means some systems are unavailable for users	4 hours to attend on site if issue cannot be resolved remotely	<p>Liquidated damages of \$250 per hour will apply for each hour that exceeds the response time</p>
Level	Definition	Description	Response Time												
1	Critical	Means all systems are unavailable for users	2 hours to attend on-site if issue cannot be resolved remotely												
2	Major	Means some systems are unavailable for users	4 hours to attend on site if issue cannot be resolved remotely												

		3	Minor	Means a system is unavailable for a user	8 hours to attend on site if issue cannot be resolved remotely	
5.	Workaround time	<i>[insert number of hours or days]</i>				<i>[insert]</i>
6.	Minimum performance requirements	<i>[insert – will vary between different services and circumstances of services]</i>				<i>[insert]</i>
7.	Reporting requirements	<p>The Contractor is required to provide the Town with the following reports as a minimum, within 7 business days from end of month:</p> <p>5 A report showing monthly support call statistics recording the ticket number, a summary of the issue, the date the ticket was opened, the date the ticket was closed, the requestor, the service type, and the time spent on each ticket.</p> <p>6 Monthly firewall report showing data usage, applications, top categories for web activity, top categories for web filter, top intrusions detected, top attack attempts, top viruses blocked.</p> <p>7 Monthly Management Report summarizing "Upcoming Key Dates", 'Outages', 'Support and Project Statistics', 'IT Expenditure itemized by Support, Services, Projects', 'Support Type' and 'Support Service Levels'</p> <p>8 Monthly phone reporting including total number of calls, total number of incoming calls, total number of outgoing calls, total talking time, total call duration, average talk time per call</p> <p>A quarterly IT meeting is to be held between the Contractor and the Client. An agenda will be set with the meeting to be held on Client site or via video conference.</p>				<p>Liquidated damages of \$250 per month for each month the reports are not provided within the specified time</p>

APPENDIX 1 FORM OF AGREEMENT

Formal Instrument of Agreement

THIS AGREEMENT made this _____ day of _____ 20 .

BETWEEN ('the Contractor') [Insert Contractor's name]
[Insert Contractor's address] ABN [insert Contractor's ABN]

AND ('the Principal') [Insert local government name]
[Insert local government address] Phone:
Email:
ABN:

Background

- A. The Principal issued a Request for Tender No. [XX] for [insert detail] (**Request**).
- B. The Contractor submitted a Tender dated [XX] in response to the Request (**Tender**).
- C. The Principal has accepted the Tender.

Operative Part

NOW THIS AGREEMENT WITNESSES and the parties hereto mutually agree as follows: -

1. Contract Documents

The following documents shall be deemed to form and be read and construed as part of the Contract confirmed by this Agreement:

- (a) the Request including but not limited to:
 - (i) the Conditions of Tendering;
 - (ii) the Specifications;
 - (iii) the General Conditions of Contract (including all Schedules completed by the Principal in accordance with this Request and the Tender);
 - (iv) addenda and any other special correspondence issued by the Principal to Respondents;
 - (v) the Annexures,
- (b) the Tender including but not limited to the Offer Form;
- (c) the Principal's letter of acceptance; and
- (d) correspondence between the Contractor and the Principal in which the Principal gives written notice of its acceptance of any minor variation to the Specifications;
- (e) this Formal Instrument of Agreement.

Words and expressions used in this Agreement shall have the meaning given to them in the Request, unless otherwise stated.

2. Order of Precedence

To the extent of any inconsistency between the several parts of this Contract, the following parts are listed in order of precedence:

- (a) Conditions of Tendering;
- (b) Specifications;
- (c) General Conditions of Contract; and
- (d) Tender Form.

3. Contractor Obligations

In consideration of the matters agreed by the Principal in this Agreement, the Contractor will undertake and provide the Requirements as described in the Request in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe by or on the part of the Contractor those provisions.

4. Principal Obligations

In consideration of matters agreed by the Contractor in this Agreement, the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfill comply with, submit to and observe all provisions, conditions, stipulation's and requirements and all matters and things expressed or shown in or reasonably inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.

5. Obligations joint and several

If any party to this Agreement consists of one or more persons and/or one or more corporations, or two or more persons and/or two or more corporations, this Agreement shall bind such persons or corporations (as the case may be) and their respective executors, administrators, successors and assignees, or permitted assignees (in the case of the Contractor) jointly and severally and the persons and/or corporations included in the term "Contractor" or the "Principal" in this Agreement, shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

6. Entire agreement

This Agreement shall take effect according to its tenor, notwithstanding any prior Agreement in conflict or at variance with it, or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

7. Warranties

Each party represents and warrants to the other party that:

- (a) it has full power and authority to execute the Contract and to perform its obligations under the Contract;
- (b) the Contract has been duly executed by it; and
- (c) the obligations undertaken by it and set out in the Contract are enforceable against it in accordance with their terms.

Executed as a Contract between

The Principal:

Mr Gary Tuffin
Chief Executive Officer
On behalf of the Town of East Fremantle

The Contractor:

EXECUTED BY [insert company name]
pursuant to Section 127 of the *Corporations Act*:

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary



Strategic I.T Plan

2021 - 2024

June 2021



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Authorisation

This plan has been prepared by Focus Networks and is authorised by:

Peter Kocian
Executive Manager Corporate Services
Town of East Fremantle





Document Control

Proposal for amendment or change to this document should be forwarded to:

Peter Kocian
 Executive Manager Corporate Services
 Town of East Fremantle
 E-mail: pkocian@eastfremantle.wa.gov.au

Date	Version	Description of Changes	Author
12.05.21	0.1	Initial Document Creation	Doug Cusens
18.05.21	0.2	Populate Current State Information	Doug Cusens
18.05.21	0.3	Teams meeting with Peter Kocian and Bron Browning to document recent projects and strategic objectives	Doug Cusens Peter Kocian Bron Browning
04.06.21	0.4	Added sections as per the DLGSC frameworks and updated content.	David Staeck
11.06.21	0.5	Completed Appendices and updated content.	David Staeck Doug Cusens
14.06.21	0.6	Updated content throughout	David Staeck Doug Cusens
15.06.21	0.7	Draft release to client	Doug Cusens
	1.0	Final client version released	





Distribution

The distribution of this plan is controlled by the Chief Executive Officer.

Title	Office Location
Peter Kocian - Executive Manager Corporate Services	Town of East Fremantle Administration Office
Bron Browning - Executive Assistant Corporate and Community Services	Town of East Fremantle Administration Office
Doug Cusens – Operations Director	Focus Networks Office





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Executive Summary

Both internal and external environments of The Town of East Fremantle, are changing and technology is a critical supporter of the development, implementation and enhancement of its services. This makes it imperative that there is an overall approach for the selection, use, and support of technology that aligns with The Town of East Fremantle’s resources, location and Corporate Business Plan Objectives.

The Town of East Fremantle’s Strategic Information Technology Plan (IT Plan) provides direction for addressing both short-term needs and long-term requirements for cost-effective, practical technological solutions. Through the investment in and use of advanced technology, The Town of East Fremantle can place a strong emphasis on both external and internal customer services.

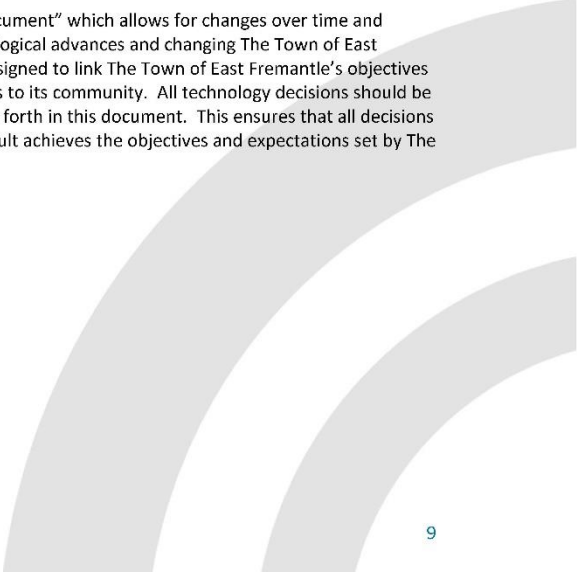
The primary goal of IT is to support the business objectives of The Town of East Fremantle and to facilitate efforts to provide efficient and effective services to its community and stakeholders. This Strategic IT Plan provides a foundation for an enterprise-wide approach to the management of the many aspects of IT.

Many future technology efforts will cross multiple areas of operations with a single goal of providing services to its community and stakeholders. This environment requires technology to be used as the basis for communication, interoperability, data and resource sharing. Furthermore, technology is a vehicle through which cost reduction can occur by increasing efficiency and effectiveness of services through the use of a sound corporate architecture and standards.

Industry best practices and the current state are identified within the Plan along with future state recommendations for each area. Key strategic initiatives are provided at the end of the section related to each of the areas. The future state recommendations are important to help prevent a potential future failure.

Implementation of such a large and diverse number of future state recommendations is complex and requires careful planning. Future IT upgrade projects should be planned, documented, and implemented to activate the desired future state recommendations of this plan. These will require significant resources and be undertaken by experienced resources. Clear documentation of the updated environment should be available for the future maintenance of the IT environment.

As is the case with all strategic plans, this plan is a “living document” which allows for changes over time and serves as a broad guideline for action. The nature of technological advances and changing The Town of East Fremantle needs will mandate plan revisions. The plan is designed to link The Town of East Fremantle’s objectives with IT to provide improved functions and enhanced services to its community. All technology decisions should be made from a strategic view point based on the initiatives set forth in this document. This ensures that all decisions can be made in an environment of flexibility and the end result achieves the objectives and expectations set by The Town of East Fremantle.



Previous Goals & Achievements

The Town of East Fremantle has undertaken a number of IT and business systems projects in recent years. These projects were undertaken to streamline business processes, improve productivity and enhance system reliability.

Date	Project	Goal	Cost (ex GST)
Jan 2019	Ranger Transportable	New comms and infrastructure for an expansion of the network.	\$1,800
April 2019	IT DR Plan	Refresh of existing document.	\$1,700
April 2019	IT Security Policy	Creation of a new document.	\$2,500
June 2019	SynergySoft / Altus Business Improvement Program	Implementation of Synergy Online Payments for Rates and Infringements, Altus Infringements Issuing Solution, Synergy Online Development Application Tracking and Building Online Lodgement, Online Leave Approval System, Dog and Cats Registration Renewals, New Paid Parking Infrastructure to integrate with SynergySoft Infringements.	\$134,255
July 2019	Two Factor Authentication	DUO Multi-Factor Authentication (MFA) was deployed to enforce MFA for all forms of remote access.	\$2935
April 2020	Microsoft Teams Video Conferencing	Deploy Teams application for all staff.	\$1,530
July 2020	Desktop Replacement Policy	HP Probook 640 G5 with 3 year warranty and accessories for 14 staff	\$33,913
October 2020	Altus Payroll (Definitive)	Introduction of the new Altus Payroll system which included online timesheeting and online leave approval.	\$48,000
October 2020	SonicWall Firewall Upgrades	Admin office firewall was upgraded to a TZ600 firewall on a monthly SECaaS subscription. Depot Firewall was upgraded to a TZ400 monthly SECaaS subscription. Upgrades were completed in preparation for new gigabit TPG internet links.	\$3,146
October 2020	Replacement Rack Mount UPS	Replacement Rack Mount UPS for TEFFRMAUPS1	\$7,670
October 2020	Windows Softphone Deployment	Work From Home Call App - Digium Switchvox Softphone for Windows	\$2,244
November 2020	Laptop Replacement Project	Deploy 11 laptops as the organisation moves away from desktop computers onto a laptop based platform to improve work from home capabilities	\$27,423



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Date	Project	Goal	Cost (ex GST)
December 2020	Councillor SharePoint Portal	Create a single SharePoint site design for collaboration and file sharing.	\$5,707
Feb 2021	Additional Laptops	Four additional EliteBook 840 Laptops	\$9,076
April 2021	Additional Laptops	Four additional ProBook Laptops	\$10,532
June 2021	IT DR Plan	Document refresh	\$1,870
June 2021	Strategic IT Plan	Document refresh	\$1,309
July 2021	Agenda & Minutes Solution	SharePoint based solution for document control and agenda and minute templates.	~\$15K



Emerging Trends and Technologies

Emerging trends and technologies provide challenges and opportunities in managing ICT systems and resources and delivery of future ICT services.

Trends and technologies in the IT industry change at a rapid rate. The Town of East Fremantle is strongly reliant on day to day IT resources for nearly all facets of operation. As such it is prudent to review and adopt the current industry trends for corporations, as listed below from ICT research and advisory firm - Gartner Inc.

A discussion around these emerging trends should act as a guide for future decisions on Governance, Business Systems and Applications, Infrastructure and Technology, Business Continuity, Security and Project Management.

ICT Trend	Explanation
Intelligent Apps and Analytics	<p>Over the next few years, virtually every app, application and service will incorporate some level of AI. Some of these apps will be obvious intelligent apps that could not exist without AI and machine learning.</p> <p>AI has become the next major battleground in a wide range of software and service markets, including aspects of enterprise resource planning (ERP). Packaged software and service providers should outline how they'll be using AI to add business value in new versions in the form of advanced analytics, intelligent processes and advanced user experiences.</p>
Cloud to the Edge	<p>Edge computing describes a computing topology in which information processing, and content collection and delivery, are placed closer to the sources of this information. Connectivity and latency challenges, bandwidth constraints and greater functionality embedded at the edge favours distributed models.</p> <p>While many view cloud and edge as competing approaches, cloud is a style of computing where elastically scalable technology capabilities are delivered as a service and does not inherently mandate a centralised model.</p>
Continuous Adaptive Risk and Trust	<p>To securely enable digital business initiatives in a world of advanced, targeted attacks, security and risk management leaders must adopt a continuous adaptive risk and trust assessment (CARTA) approach to allow real-time, risk and trust-based decision making with adaptive responses.</p> <p>Security infrastructure must be adaptive everywhere, to embrace the opportunity — and manage the risks — that comes delivering security that moves at the speed of digital business.</p>

1. Governance

The ICT Strategic Framework sets out the key components that need to be considered in managing a local government's information resources. It represents the key elements, and their relationships, that might be expected in an 'ideal' environment. In reality, the extent to which it is applicable will obviously depend on the size and complexity of the local government.

Governance describes the guiding strategies, principles and practices that guide the correct and effective delivery of ICT and provides a framework for ICT decision making. Elements to consider are as follows:

Element	Explanation
ICT Strategy and Planning	Conducting ICT strategic planning. Developing systems and delivering ICT services in line with an approved ICT Strategic Plan. Involving IT in corporate planning.
Risk Management	The identification, assessment, and prioritisation of risks. A coordinated and economical application of resources to minimise, monitor, and control the probability and/or impact of unfortunate events.
ICT Procurement	Involves the acquisition of ICT goods and services.
Policy, Processes and Procedures	Having documented and approved ICT policies, processes and procedures in place that employees are aware of, have access to and are actively using.
Performance Measurement	The process for measuring and reporting performance of ICT services, often measured through tools such as Key Performance Indicators (KPIs) or service level agreements.
Performance Management	The activities which ensure that goals are consistently being met in an effective and efficient manner.
Monitoring and Compliance	Having measures and controls in place to monitor compliance of ICT controls, guidelines and procedures. This includes audit logging of systems, identification of anomalies and incident handling provisions.
ICT Resource Management	The efficient and effective use of ICT resources (information, systems, networks, infrastructure, devices and people) to deliver ICT services.
ICT Sourcing Models	Alternative ways of delivering ICT services. Alternate ICT sourcing models include managed solutions delivered by a service provider, shared services with another entity and cloud computing.

The elements listed above make up the Governance component of the framework. Governance includes two core areas that should be addressed individually for ICT decision making. The two core areas are IT Support Arrangements and IT Risk Management which are documented below. For each core area the Industry Best Practice, Current State and Future State Recommendations are included.

1.1 IT Support Arrangements

1.1.1 [Industry Best Practice](#)

Outsourced IT services should include the following:

- A clearly defined contract with deliverables
- Defined service level agreements
- Access to 24x7x365 support
- Scheduled onsite support visits (if suitable)
- The ability to log support requests which are monitored and attended to
- Proactive monitoring of the ICT network during business hours
- Regular meetings to discuss reporting statistics
- A formalised annual budget meeting
- Systems documentation
- Change Management
- Defined categorisation of tickets such as Minor, Major and Critical

IT Service Providers should be vendor-certified relevant to any managed technology and have enough personnel to be able to adjust support hours in line with seasonal shifts in IT requirements.

Organisations that employ the service of an IT service provider should regularly review the support schedule to ensure it fits the business requirements.

1.1.2 [Current State](#)

The Town of East Fremantle has contracted Focus Networks as their IT service provider. Support arrangements include;

- 3 hour scheduled onsite visit once per month
- The ability to log urgent support requests 24x7x365
- Proactive monitoring of the ICT network during business hours
- Monthly Management Reporting
- Quarterly IT Meetings

The Town of East Fremantle has been granted access to the Focus Networks helpdesk portal and can review Helpdesk calls at any time. Scheduled support times can be adjusted to suit seasonal shifts in IT support requirements.

The enterprise resource planning (ERP) application (SynergySoft/Altus) is supported by IT Vision.



1.1.3 [Future State Recommendations](#)

To ensure conformance with the relevant purchasing policies, The Town of East Fremantle will release a Request for Tender (RFT) for Managed IT Services in the first half of the 2021-2022 financial year. An RFT will assess key criteria including:

- Experience
 - Supporting Local Governments and other similar entities
 - Support the current technologies in use at the Town of East Fremantle
 - Feedback from referees and customer testimonials
- Service Levels
 - Documented Service Level Agreements (SLA)
 - Reporting methods and frequency
 - Performance Monitoring
- Certifications & Qualifications
 - Staff Certifications and Experience
 - Professional Memberships
 - Company Qualifications
- Support Services
 - A Fee-Per Device support model offering predictable costs and expenditure
 - Proactive Monitoring of key Infrastructure
 - Service Level Agreements for Critical / Major / Minor events
 - 24x7 Support
 - Client portal access to the helpdesk ticketing system
 - Scheduled auditing tasks aimed at reducing Cyber Security risks
 - Comprehensive Documented Procedures
- Proactive monitoring of the ICT network during business hours
 - Remote monitoring and management tools for visibility
 - Performance trending tools for management
- Maintenance of systems documentation
 - Maintenance of a logical network diagram
 - Maintenance of a physical network diagram identifying key network devices
- Formalised account maintenance procedures
 - A new user account access form and related procedure
 - A user account off-boarding form and related procedure
 - Annual audits to ensure accounts are reviewed and disabled where appropriate
- Cyber Security
 - Documented qualifications in the Cyber Security field
 - Regular Internal Vulnerability Scanning and associated reporting
 - Regular External Vulnerability Scanning and Associated reporting
 - Experience with Cyber Security auditing and Cyber Response



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The Town of East of Fremantle will continue to ensure relevant support and maintenance agreements are in place and effective for the Town's ERP and third party applications.

1.1.4 [Budget Estimates](#)

See the following table for an indication of Budget Estimates

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Managed Proactive Support	\$54,480	\$58,572	\$58,572	\$58,572

*Pricing is excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.





1.2 IT Risk Management

1.2.1 [Industry Best Practice](#)

Risk management seeks to identify, assess and prioritise risks within an organisation. Resources can then be economically coordinated to minimise, monitor and control the probability and or impact of these risks. This risk management approach is equally well suited to managing IT risks within an organisation.

In smaller organisations it is practical to document and manage IT risks following a similar methodology to other business risks. This will allow an existing Audit and Risk Committee to review and action IT risks through existing mechanisms to maximise efficiency. This will ensure IT risks are also managed and their associated risks reduced over time.

A risk weighting is used to identify the consequences and likelihood of each respective risk both before and after any controls are put into place. For example, the risk of computer malware can be easily identified with a high risk rating relating to consequence and likelihood. However, controls such as anti-virus software and Internet gateway can be used to significantly reduce the risks of these events.

1.2.2 [Current State](#)

The Town of East Fremantle was audited by the Office of the Auditor General (OAG) for a General Computer Controls (GCC) audit and a Performance Audit against the 27001 cyber security standard in 2019. Since this time, The Town and Focus Networks have continued to work to better improve IT Risk Management controls and practices.

The audit findings have been placed on the Towns Risk Register and IT risks are better represented in the Towns Risk Register. IT Risks are risk weighted and controls are put in place to reduce associated risks to an acceptable level.

Significant additional controls were implemented following the initial audit and these controls continue to be reviewed by Focus Networks.

1.2.3 [Future State Recommendations](#)

An initial IT risk assessment, risk treatment methodology and risk management strategy and plan should be included within existing risk management processes which will seek to identify:

- IT assets (physical, software, information and human)
- Respective threats for each asset
- The consequence and likelihood of the threat
- Existing controls

An IT risk committee should regularly review the risks and their respective treatments to seek to continually improve and work to reduce risks.



1.2.4 [Budget Estimates](#)

Budget estimates are not relevant for this section.





1.3 Strategic Initiatives

To support the business and achieve the future state recommendations, the following initiatives should be given further consideration. An improvement opportunity for each element is listed below:

ICT Strategy and Planning – request that your IT provider align future IT works with this strategic IT plan. This strategic IT plan is required to meet the baseline standard for the DLGSCI ICT strategic framework.

Risk Management - explore IT related components through risk (with your IT provider) to prioritise IT expenditure. This involves the creation of an ICT risk management and strategy plan which is required to meet the baseline standard for the DLGSCI ICT strategic framework.

ICT Procurement – build a request for tender (RFT) document to go to market. An RFT document should list qualitative selection criteria for “relevant experience”, “tenderers resources”, “key personnel skills” and “demonstrated understanding”. The pricing schedule should not be weightings based.

Policy, Processes and Procedures – explore purchasing templates with other councils by sharing the costs. These templates will need to be populated by you with help from your IT provider.

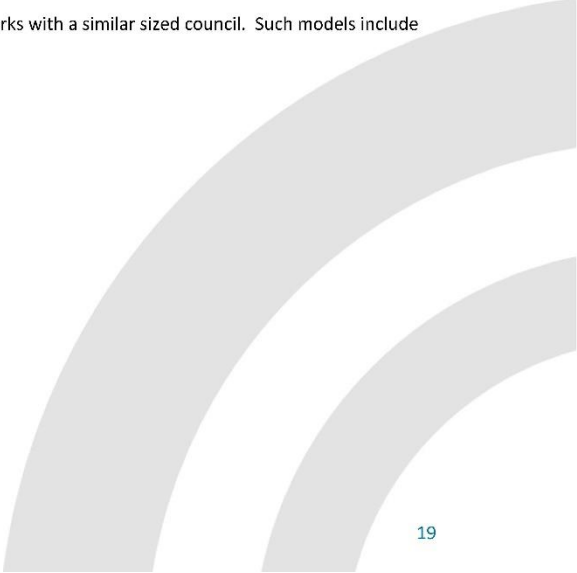
Performance Measurement - request that your IT provider report meaningful statistics on a monthly basis. Statistics would include support requests logged and closed, support types, top requestors and outages.

Performance Management - manage your IT provider by reviewing defined KPIs and SLAs documented in the contract (RFT response). Request that your IT provider report on these metrics on a monthly basis.

Monitoring and Compliance - implement controls that your IT provider must follow but are reportable. Lawful requirements applicable to the performance of the contract can include Occupational Health and Safety (OHS) and Police Clearances.

ICT Resource Management - plan and scope IT projects to know what your internal requirements are and to confirm if your IT provider has suitable current and future resources.

ICT Sourcing Models - investigate if a different ICT model works with a similar sized council. Such models include resource sharing, internal resourcing and outsourcing.



2. Business Systems and Applications

The ICT Strategic Framework sets out the key components that need to be considered in managing a local government's information resources. It represents the key elements, and their relationships, that might be expected in an 'ideal' environment. In reality, the extent to which it is applicable will obviously depend on the size and complexity of the local government.

Business Systems and Applications describes the software systems and applications used. Elements to consider are as follows:

Element	Explanation
Software Acquisition	The process of purchasing software, including software evaluation and defining user requirements.
Software Design and Development	The process of designing and developing software and applications.
Software Maintenance and Management	The process of maintaining, upgrading, supporting and managing software systems and applications.
Business Process Analysis	Refers to the process of analysing and documenting the business processes.
Integration	Enabling the sharing of data between systems.
Requirements Definition	The process of identifying and documenting what the business needs are when acquiring or developing new software systems or modifications to existing systems.
Software Scoping	The process of defining the purpose, functions and features of a software system.
Testing	Adequately testing software systems or upgrades prior to implementation, including test implementation and user acceptance testing.
Implementation	Describes the processes involved in getting new software operating properly in its environment, including installation, configuration, running, testing, training and managing change.

The elements listed above make up the Business Systems and Applications component of the framework. Business Systems and Applications include one core area that should be addressed for ICT decision making. The core area is Corporate Applications which is documented below. For the core area the Industry Best Practice, Current State and Future State Recommendations are included.



2.1 Corporate Applications

2.1.1 [Industry Best Practice](#)

Due to the numerous and varied nature of corporate applications, only generalised best practices can be listed in this section. Application vendors will normally release their own best practice white papers for specific applications which should be followed where possible.

Financial software should provide accounting and financial management capabilities. If on-premise or hosted, the financial software should utilise a Microsoft SQL database or similar database to allow for future data manipulation. Access to this database needs to be tightly controlled. Using financial software delivered as software as a service limits future data manipulation. Data from the backend database is usually only available by an export function.

A customer relationship management (CRM) platform should provide membership and customer based capabilities to help improve customer service. If either on-premise or hosted, access to this data should be tightly controlled.

A file management system (FMS) should provide easy but secure storage for relevant corporate data. An alternative to an FMS is a document management system (DMS) such as Micro Focus Content Manager or Microsoft SharePoint. Corporate data needs to be captured, managed, stored and preserved based on guidelines in the record keeping plan which references requirements from the State Records Office (SRO) Western Australia.

2.1.2 [Current State](#)

The Town of East Fremantle utilise SynergySoft which is a fully integrated ERP suite that encompasses all business areas of an organisation within a single user interface. SynergySoft utilises a Rocket Software Universe database for the back-end database and a customised published application for the front-end interface. Newer modules are now built in the ITVision Altus cloud application platform. The ERP is designed and supported by ITVision based in Perth. Current modules include:

- Altus Payroll
- Assets
- Bank Reconciliation
- Debtors Creditors
- Loans
- Plant
- Purchasing
- Receipting
- Reserves
- Trust
- Works Costing
- Cats
- Dogs
- Electoral Role
- Infringements
- Mapping
- Names and Addresses
- Rate Modules





- Rates
- Rates and Property
- Abandoned Vehicle Register
- Agendas and Minutes
- Altus Connect
- Building
- Central Records
- Customer Services
- Report Manager
- Risk Management
- Swimming Pools
- Synergy Online
- Town Planning
- Workflow
- Minor Tools

SynergySoft is deployed to users computers as a Terminal Server published application. The Terminal Servers operate in a load balanced Terminal Server farm for redundancy. ITVision have a current support agreement in place and provide system patching and updates of the SynergySoft application.

The SynergySoft licenses have been attached under Appendix D.

The Town of East Fremantle utilise an externally hosted Intranet website which is hosted by Market Creations.

Council agendas and minutes are accessed and shared via a Microsoft Sharepoint site.

Exchange Email is currently on-premise and running on Exchange 2013.

Microsoft desktop applications are heavily used across all departments and the Town currently has Office 365 desktop applications via a CSP monthly subscription.

File management is currently manageable due to the design of the current network:

- SynergySoft related data
 - Stored on the Terminal Server
 - Remote access operates through the SonicWall VPN client

2.1.3 [Future State Recommendations](#)

The SynergySoft ERP has been in use for many years and it is timely that the Town reviews the current market offerings for similar Local Government centric ERP systems. The Executive Manager Corporate Services will undertake an assessment of other ERP systems commonly in use in the WA Local Government market. This will be completed in the 2021-2022 financial year. No further Altus modules are set to be implemented in the 2021-2022 financial year.



The Town has recently received quotations for an Advanced Business Intelligence reporting solution aimed to provide improved reporting of business activities across the Town. The solution will provide reporting dashboards for each business unit including Financial / CRM / Waste etc. Three layers of reporting will be provided across Business Unit Manager / CEO / Councillors. A project commencement date of August 2021 is planned with an anticipated project completion date of December 2021.

The Town will request quotations for an Accounts Payable workflow solution utilising Microsoft Sharepoint to better automate the approval process. The process will involve data matching of supplier invoices and integration with document scanning. This solution would also allow for Power BI reporting to ensure compliance against local suppliers and purchasing policies and purchasing threshold values etc. The project is anticipated to start in January 2022 with no completion date.

2.1.4 [Budget Estimates](#)

Please refer to Appendix D for budget estimates.





2.2 Strategic Initiatives

To support the business and achieve the future state recommendations, the following initiatives should be given further consideration. An improvement opportunity for each element is listed below:

Software Acquisition - with the help of an IT provider, formalise an evaluation process.

Software Design and Development - if applicable, implement Agile or Lean methodologies.

Software Maintenance and Management - create systems documentation as a register for all software. Systems documentation is required to meet the baseline standard for the DLGSCI ICT strategic framework.

Business Process Analysis - nominate an internal resource to document workflows using process maps.

Integration - investigate available APIs that help two applications to talk to each other.

Requirements Definition - with the help of an IT provider, document specific business needs.

Software Scoping - with the help of an IT provider, document specific functions.

Testing - implement a formal sign off process for user testing on new/updated software.

Implementation - use a simple risk management matrix to help manage change.





3. Infrastructure and Technology

The ICT Strategic Framework sets out the key components that need to be considered in managing a local government's information resources. It represents the key elements, and their relationships, that might be expected in an 'ideal' environment. In reality, the extent to which it is applicable will obviously depend on the size and complexity of the local government.

Infrastructure and Technology describes the hardware and network infrastructure used to deliver ICT services. Elements to consider are as follows:

Element	Explanation
Infrastructure	Refers to the physical IT hardware such as servers, network equipment, communications devices.
Architecture	Refers to the design of the infrastructure environment used to interconnect computers and users, including server room and network design.
Virtualisation	The process of creating virtual (rather than actual) hardware platforms (server or desktop environment), operating systems, storage devices, or network resources.
Capacity Management	The process of managing IT resources to ensure resources such as disk space, memory and processing capability meets current and future business requirements in a cost-effective manner.
Communications and Network Management	The activities involved in managing a local and wide area network, including data, voice and Internet communications.
Data Storage	The disk or network storage space, memory or media required to store digital data.
IT Asset Management	The practice of effectively managing the life cycle of software and hardware assets, including acquisition, implementation, maintenance, utilisation and disposal to support strategic IT decision making.
Systems Acquisition	The process of purchasing systems hardware and network equipment, including defining business requirements and system evaluation.
Systems Design and Development	The process of designing and developing hardware platforms, networks and infrastructure architecture.

The elements listed above make up the Infrastructure and Technology component of the framework. Infrastructure and Technology includes seven core areas that should be addressed individually for ICT decision making. The seven core areas are Anti-virus, ISP Links, Uninterruptable Power Supply, Desktops/Laptops, Servers, IP Telephony and Printing which are documented below. For each core area the Industry Best Practice, Current State and Future State Recommendations are included.

3.1 Anti-Virus

3.1.1 [Industry Best Practice](#)

An anti-virus solution should include the following features:

- Scheduled full system scans / real-time scanning
- Behavioural monitoring
- Ransomware protection
- Application blocking / white listing

Each of these four features should be configured and enabled for all machines requiring protection from viruses and malware.

Scheduled scans should be conducted a minimum of once per week and should be completed on all servers and computers.

Real-time scanning can impact performance of key applications, particularly those that use a database. As such, many anti-virus vendors have released white papers on real-time scanning exclusion best practices. These best practices should be followed to avoid performance degradation of key/critical systems.

Behavioural monitoring should also always be enabled to prevent the increasingly popular ransomware viruses that encrypt data. Good anti-virus applications are able to detect when software is attempting to encrypt data and will block that application before any major damage can take place.

3.1.2 [Current State](#)

Kaspersky Endpoint Security for Business is installed on a number of computers and servers with the Kaspersky Security Center management console being installed at Focus Networks. Each client sitting in this management console are segregated with customised device groups created. Global security policies are inherited which means all Focus Networks clients receive the same security policies.

The Kaspersky Endpoint Security for Business delivers the following features to increase protection:

- Behaviour detection
- Exploit prevention
- Host intrusion prevention
- File threat protection
- Web threat protection
- Network threat protection
- Centrally managed reporting

The Kaspersky Endpoint Security for Business is also configured for scheduled system scans, scheduled reporting, email alerting, application uninstall protection and USB lockout.



3.1.3 [Future State Recommendations](#)

The current state meets all requirements, no further changes are recommended.

3.1.4 [Budget Estimates](#)

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Hosted Anti-Virus (54 Computers)	\$2,073	\$2,592	\$2,592	\$2,592

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.



3.2 ISP Links

3.2.1 [Industry Best Practice](#)

Industry best practice dictates most organisation’s IT infrastructure should have a measure of redundancy for as many components as possible. This includes connections to the Internet.

A business grade Internet connection suitable for The Town of East Fremantle should have the following characteristics:

- Provided by a tier one or two ISP
- Guaranteed bandwidth of at least 100Mbps
- Guaranteed contention ratio
- Synchronous download/upload speed
- Corporate/Enterprise level SLA

A secondary Internet connection should also be provided by a different ISP using a different technology than the primary connection. The secondary connection can be a slower / lower specification service as its main function is to act as a backup connection when the primary connection fails.

In addition to failover capability, a secondary Internet connection can be utilised for load balancing. Low priority Internet services can be routed through the secondary connection to free up bandwidth from the primary connection.

3.2.2 [Current State](#)

Vocus services were decommissioned and TPG services installed. The following ISP links are currently active:

Site	Connection Type	Speed
Admin Office	Exetel NBN	100Mbps/40Mbps
Admin Office	TPG Fibre 1000	1000Mbps/1000Mbps
Admin Office*	Vocus Fibre*	18Mbps/18Mbps*
Depot	TPG Fibre 1000	1000Mbps/1000Mbps
Tricolore	TPG NBN	100Mbps/40Mbps
Tricolore	Optus 4G LTE	100Mbps/40Mbps

*Vocus 18Mbps fibre service is awaiting decommissioning and cancellation.



3.2.3 Future State Recommendations

No improvements or changes are required for primary connections based on a multi year contract with TPG. The synchronous services deliver the same download and upload speeds which is suitable for current offsite backups and future cloud hosted services. Business technical support is also available in the event a call for assistance was to be made.

Current secondary connections at the Admin Office and Tricolore are more than suitable.

3.2.4 Budget Estimates

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Admin Office – Exetel NBN	\$1,308	\$1,308	\$1,308	\$1,308
Admin Office – TPG Fibre 1000	\$4,794	\$9,588	\$9,588	\$9,588
Vocus Fibre*	\$12,600	\$1,050	-	-
Depot – TPG Fibre 1000	\$4,938	\$9,876	\$9,876	\$9,876
Tricolore – TPG NBN	\$714	\$1,428	\$1,428	\$1,428
Tricolore – Optus 4G LTE	\$540	\$540	\$540	\$540

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.



3.3 Uninterruptable Power Supply

3.3.1 [Industry Best Practice](#)

Uninterruptable Power Supplies (UPS) deliver online power quality and scalable battery runtimes for key IT infrastructure. In addition to providing clean power to IT equipment, a UPS is primarily utilised to keep expensive IT hardware powered on during a power outage.

High-grade UPS equipment should be installed to keep IT hardware in the main server rack(s) online for at least 1 hour during a power outage. If a power outage extends longer than the battery life of the UPS equipment, the UPS hardware should be set to gracefully shutdown all virtual servers prior to host hardware and other equipment losing power.

High-grade UPS equipment should also be equipped with modules to provide additional features such as environmental monitoring, network management and email notifications. High-grade UPS solutions address internal faults/outages by using a standby module. Alternatively, two units can be used to offer hardware redundancy.

Lower-grade UPS equipment should be installed in any location with network equipment such as switches, firewalls or modems and provide an uptime of at least 30 minutes in the event of a power outage.

Any UPS equipment powering core IT infrastructure should be tested annually to ensure indicated up-times are accurate.

3.3.2 [Current State](#)

An Eaton 5PX UPS with an Extended Battery Module and five year warranty was installed in the Admin Building computer room server rack in November 2020. This UPS is rack mounted at the bottom of the server rack. It is rated at 3000VA and power rails ensure all IT hardware in the server cabinets are powered via the UPS.

This UPS will provide approximately 45 minutes uptime for the IT infrastructure in the event of a power outage. Although systems are configured to begin shutting down after approximately 20 minutes to ensure enough battery time remains to shut down all systems gracefully.

Automatic shutdown procedures and parameters are configured in cases of prolonged power outages, or extreme temperatures and/or humidity. The parameters are currently 35 degrees Celsius and 90% humidity.

Other smaller Eaton 5S 850VA UPS units protect the smaller comms cabinets at the Depot and Tricolore Hall.



3.3.3 Future State Recommendations

All UPS equipment is currently meeting the Town of East Fremantle current requirements. An uptime test should be completed in the Admin building by the end of 2021 to ensure uptimes indicated are accurate.

3.3.4 Budget Estimates

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Admin Building	\$7,000	-	-	-
Depot	-	\$400	-	\$400
Tricolore	\$400	-	\$400	-

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.





3.4 Desktops / Laptops

3.4.1 [Industry Best Practice](#)

Standard IT practices and return on investment analysis from Industry bodies such as Gartner Group dictate a three-year lifecycle for standard business desktops. These industry standards are reflected by the tier one companies such as HP, Lenovo and DELL who generally ship such machines with a standard three-year onsite warranty.

A business desktop should be obtained from a tier one vendor such as Dell, HP or Lenovo who have a three year hardware life cycle. This ensures a small number of Standard Operating Environments (SOE) images can be maintained across the three year desktop life cycle. Standard accessories include wireless keyboard/mouse and dual 22" LCD screens.

A shift away from small form factor desktop machines to a "mini desktop" design frees up office desk space for employees. These machines are also more energy efficient and have a silent operation.

A business laptop or executive laptop should be obtained from a tier one vendor such as Dell, HP or Lenovo who also have a three year hardware life cycle. This ensures a small number of SOE images can be maintained across the three year laptop life cycle. Standard accessories include wireless keyboard/mouse, dual 22" LCD screens and docking station.

3.4.2 [Current State](#)

The Town of East Fremantle currently utilise HP desktops and laptops in its fleet of 44 machines. These machines are all covered by a three year replacement warranty with the exception of several older computers used in for training purposes.

A standard operating environment (SOE) of Windows 10 Professional and Office 365 Enterprise E3 exists. The satellite security virtual computer runs Windows 10 Enterprise.

Focus Networks work to ensure a controlled SOE to current support Windows Feature Releases and a range of Black-Listed, unsupported applications are kept in check. Office 365 applications and the Town's ERP suite is closely maintained.

Windows updates and third-party patching is managed by Focus Networks utilising ConnectWise Manage. Remote control is available via ConnectWise ScreenConnect for IT support. Computers are connected directly to the wall for power and network connectivity is normally via a Switchvox IP telephony handsets.

The past 12 months saw an increased uptake in laptop and tablet machines in part to facility work from home abilities during COVID-19 lock downs. The Town has provided more flexible working environments for some staff. Only 7 of the 44 machines are traditional desktop computers which is a dramatic shift from previous years. Remote access technologies, WIFI coverage and security policies have ensured laptops and tablets work well for users who require such machines.

A current list of actively used computers can be found in Appendix B Computer Information.



3.4.3 Future State Recommendations

Focus Networks recommends the continuation of standardising on a single vendor but ensuring all computers are upgraded to an SOE. This approach will simplify Microsoft and third party patching, reduce support costs enable Focus Networks to monitor hardware firmware/driver updates.

The Town of East Fremantle should aim to replace approximately a third of its desktop/laptop fleet every year. This would equate to an ongoing purchase of fifteen computers every year to minimise impact on the budget. The disposal of unused computers would involve removal off an asset register and either an electronic erasure of the hard drive or physical destruction of the hard drive.

Security at a computer level needs to be continually reviewed and improved and an opportunity for improvement involving greater driver and BIOS patching has been identified. The existing patching suite can be further expanded to address this requirement.

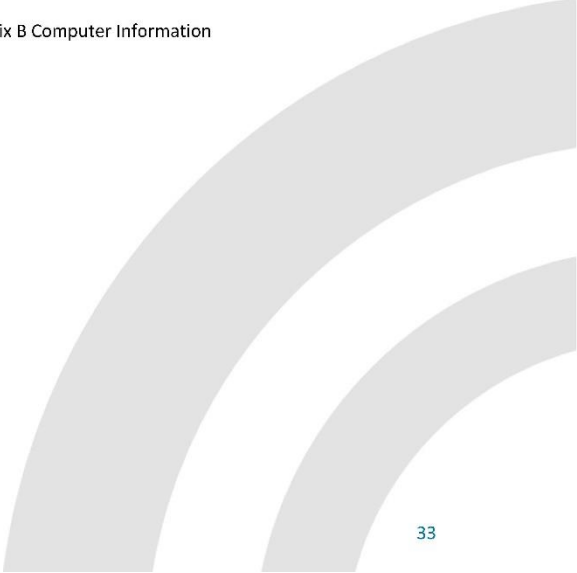
3.4.4 Budget Estimates

Description	Current Replacement Cost
HP Desktop Mini with accessories/screens	\$2,000/per machine
HP Business Laptop with accessories/screens	\$2,700/per machine
HP Business Tablet with accessories/screens	\$3,200/per machine

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Replacement Costs**	\$69,444	\$31,100	\$15,300	\$67,500
Project Labour Costs	\$11,500	\$5,400	\$2,700	\$11,250

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.

** Based on the warranty expiration dates shown in Appendix B Computer Information



3.5 Servers

3.5.1 [Industry Best Practice](#)

Physical server hardware onsite should support a virtual server environment. This provides the best possible return on investment by using virtualisation. If uptime is essential the N+1 architecture will deliver two or more physical servers onsite using a software defined storage solution.

The greater IT Industry has observed a large shift to virtual server environments, which started nearly a decade ago in the enterprise market space. This trend has migrated rapidly down to the small to medium business in recent times as vendors target their pricing and products towards this more price sensitive end of the market.

Current offerings of physical server hardware onsite provides significant performance capabilities which can be employed to support multiple virtual servers on one physical server. This approach makes the best use of expensive server hardware, allows effective management of shared server storage and can be leveraged to reduce downtime.

Physical server hardware should employ as many redundancy options as possible, such as:

- Redundant power supplies
- Redundant cooling
- Redundant 10GB network connectivity
- Redundant hard drive configurations (RAID5 + hot spare disks)

Virtual servers should be built to a Windows Server 2019 standard as a minimum but a Windows Server 2016 may also be used if required for compatibility with software vendors.

An alternative to a physical server onsite is a public or private cloud hosting option. Current offerings of virtual servers are attractive if Internet links are fast, stable and redundant. This option is also attractive if an operating cost delivered as a monthly fee is required.

3.5.2 [Current State](#)

The Town of East Fremantle have two HPE DL360 G9 physical rack-mounted servers hosting an ESXI 6.7 VMware Essentials Plus environment. Storage is delivered from a HPE MSA2040 SAN.

Server warranties currently expire in November 2021, at which time the server infrastructure will be five years old. These warranties will not be extended further.



The physical server specifications are shown below:

Server Name	Make & Model	Warranty	Hardware Specifications
TEFFRMAESX3	HPE DL360 G9	November 2016- November 2021	Dual 6 Core Xeon E5-2603v4 1.7GHz CPU 96GB RAM Dual 10Gb Network (all in use) Quad 1Gb Network (all in use) Dual 8Gb Network (all in use) Dual Power Supplies
TEFFRMAESX4	HPE DL360 G9	November 2016- November 2021	Single Xeon E5-2609 CPU Dual 6 Core Xeon E5-2603v4 1.7GHz CPU 96GB RAM Dual 10Gb Network (all in use) Quad 1Gb Network (all in use) Dual 8Gb Network (all in use) Dual Power Supplies

The physical SAN specification is shown below:

Server Name	Make & Model	Warranty	Hardware Specifications
TEFFRMASAN2	HPE MSA 2040	November 2016- November 2021	Dual Controllers Six 1.1TB SAS Standard Drives (1 Hot Spare) Four 373GB Performance Drives (1 Hot Spare) Dual Power Supplies

The virtual machines running within the VMware virtual environment are:

Hostname	Description
TEFFRMAAPP1	Server 2019, Papercut/ScanShare
TEFFRMADAG1	Duo Access Gateway
TEFFRMADCT1	Server 2012 R2, Active Directory, DHCP, DNS
TEFFRMADCT2	Server 2012 R2, Active Directory, DHCP, DNS
TEFFRMADMZ1	ITVision Altus
TEFFRMAEXC1	Server 2012 R2, Exchange 2016, SQL 2014
TEFFRMAPBX1	Virtual Appliance Sangoma Switchvox
TEFFRMATER3	Server 2012 R2, Office ProPlus 2013, SynergySoft 11.1



Hostname	Description
TEFFRMATER4	Server 2012 R2, Office ProPlus 2013, SynergySoft 11.1
TEFFRMAUNI1	Server 2012 R2, RDS Server Broker, Universe 11.2.5
TEFFRMAVCM1	Virtual Appliance VMware
TEFFRMAVPC1	Windows 10 Enterprise, Satellite Security

3.5.3 Future State Recommendations

A project to move to Exchange Online needs to be completed as a priority before new server hardware is replaced in November 2021. This will bring several key benefits including greater mailbox sizes and more flexible collaboration. This will also reduce the license costs associated with the Stott Hoare license agreement. Once Exchange is migrated to the cloud, it is important to implement a third-party backup solution of which costs are covered in 4.1 Backups and Disaster Recovery.

A hybrid cloud approach should be adopted that places server hardware (storage and compute) onsite but also replicates (storage and compute) offsite. It is a service that is billed monthly based on provisioned data which means the monthly bill can go up or down.

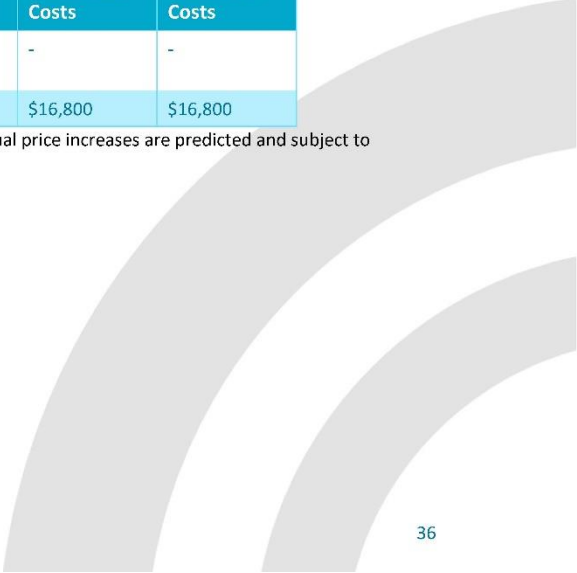
Two nodes onsite replicate between themselves in real time so if one node onsite goes offline, the second node onsite continues to run all virtual machines. The nodes onsite also replicate offsite as a best effort so in the event both onsite nodes go offline, the offsite node continues to run all virtual machines.

A hybrid cloud approach also supports the migration of virtual machines (corporate data) from onsite to into the cloud. These managed strategic pieces of project work can reduce the ongoing monthly cost of the hybrid cloud solution.

3.5.4 Budget Estimates

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Migrate to Exchange Online	-	\$6,800	-	-
Hybrid Cloud 3-4TB	-	\$24,990	\$16,800	\$16,800

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.





3.6 IP Telephony

3.6.1 [Industry Best Practice](#)

IP Telephony is the technology that makes it possible to have telephone conversations over the Internet or a dedicated IP network (instead of dedicated voice transmission lines).

A dedicated IP network should be utilised in order to guarantee quality, as voice calls over the Internet take a “best effort” approach, which can result in poor or degraded quality.

Consideration should be given for a VOIP PABX, which allows for control and configuration of the telephony system by internal employees or a contracted IT support provider.

Client computers should be connected to the local area network via the associated VOIP phone handset, therefore all VOIP phone handsets should allow gigabit connectivity to the network. This approach reduces network switching and network cabling costs.

3.6.2 [Current State](#)

The Town of East Fremantle currently utilise a Vocus SIP service for Voice Over IP together with a Sangoma (Switchvox) IP PBX phone system. The IP PBX is a virtual appliance located on the server hardware (within VMware) which offers greater redundancy.

The current IP PBX has 31 Sangoma physical handsets, 3 Snom cordless handsets and 1 conference phone distributed across the Admin Building, Depot and Tricolore Hall. Currently all calls are routing through Vocus SIP 10 located in the Admin Building.

Call queues have been modified to deliver meaningful customer service reporting.

3.6.3 [Future State Recommendations](#)

To possibly improve future network stability, Focus Networks recommends a small project to terminate the phone system on the switch stack, not the Internet Gateway. Installations at other client sites have highlighted this as an issue that needs resolving.

With the gradual move of more services into the Microsoft stack, it would be advisable to investigate the Microsoft Teams Calling telephony option. This will involve selecting appropriate handsets, a SIP carrier and Microsoft licenses.

3.6.4 [Budget Estimates](#)

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Network Stability	-	\$1,360	-	-
Maintenance/Support	\$2,000	\$2,000	\$2,000	\$2,000

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.



3.7 Printing

3.7.1 [Industry Best Practice](#)

Printing is one of the most critical functions of an IT system and consequently can be one of the most frustrating when not setup correctly. One or two large duty cycle multifunction copiers (MFP) should be deployed in a central location within the main office. Printer drivers should be deployed utilising universal drivers where possible, via Microsoft Group Policy.

Where required, additional printers can be deployed, however these should always be laser printers, sourced from a tier one vendor and capable of connecting to the local area network via network cabling as opposed to WiFi.

The printing technology should also be capable of providing a "secure print" feature, which prevents documents from being physically printed, until an employee logs into the printer and "releases" the print job. This allows for secure and confidential printing in a centralised printing environment.

3.7.2 [Current State](#)

Centralised printing has been implemented using a mixture vendors network laser printers throughout the organisation

- Admin Building – Planning - KONICA MINOLTA Bizhub C658
- Admin Building - Records and Finance - Kyocera TASKalfa 6053
- Admin Building – Reception - EPSON WF-3720
- Tricolore Hall - KONICA MINOLTA Bizhub 368
- Depot - Konica Minolta BizHub C224e
- Depot - Rangers Office -HP LaserJet M377

PaperCut print management software is run from a dedicated application server, TEFFRMAAPP1, to provide advanced features such as secure printing and follow me printing. Currently this is only configured for the Kyocera TASKalfa 6053 in the Finance area.

The current Konica Minolta and Kyocera Multi-Function printers also utilised by the records team to perform document scanning as either

Centralised printing has been implemented using group policy deployment for all network printers.

Printer deployment is currently automated via Group Policy. Several smaller desktop multi-function printers are also in operation which is referred to as local printing.



3.7.3 [Future State Recommendations](#)

Further use of the PaperCut print management solution should be investigated over the coming years. As printers are replaced they can be added to this enterprise grade solution and it has been confirmed the software does support several printer manufacturers.

Replacements for the aging Konica Minolta printers should be sought in the upcoming years as these are now approaching end of support.

The purchase dates of the Kyocera TASKalfa devices are unknown but should be considered for replacement after a five-year life-span. Leasing versus outright purchasing could be compared against each other during the next MFP purchase which should include managed printing costs.

3.7.4 [Budget Estimates](#)

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
	-	-TBC	-	-
	-	-TBC	-	-

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.





3.8 Strategic Initiatives

To support the business and achieve the future state recommendations, the following initiatives should be given further consideration. An improvement opportunity for each element is listed below:

Infrastructure - choose a tier one vendor that offers extended onsite warranties.

Architecture - create an ICT acceptable usage policy based on the infrastructure which is required to meet the baseline standard for the DLGSCI ICT strategic framework.

Virtualisation - implement virtual machines to build a hybrid cloud environment.

Capacity Management - design a solution that supports future scalability for virtual expansion.

Communications and Network Management - use standard protocols and tools to generate proactive, archivable reporting.

Data Storage - confirm data sovereignty rulings and reference the State Records Act.

IT Asset Management - track assets electronically and commit to an ownership timeframe.

Systems Acquisition - choose a tier one vendor and investigate capex or opex purchases.

Systems Design and Development - if applicable, implement Agile or Lean methodologies.





4. Business Continuity

The ICT Strategic Framework sets out the key components that need to be considered in managing a local government's information resources. It represents the key elements, and their relationships, that might be expected in an 'ideal' environment. In reality, the extent to which it is applicable will obviously depend on the size and complexity of the local government.

This describes the activities undertaken to enable and perform key functions and deliver ICT services. Elements to consider are as follows:

Element	Explanation
Disaster Recovery	Involves all activities required to restore a system, service or data to its state prior to a disaster, or the closest achievable state depending on the success of the disaster recovery operation.
Contingency Planning	Refers to planning for alternative business outcomes to mitigate against risk.
Backups	The process of backing up data and systems and storing them offsite to ensure that data and systems can be recovered as required.
Replication	Involves replicating data and systems to a secondary site to provide resiliency and business continuity in case of an unplanned event or disaster.
Redundancy	Options for systems, networks and communications links to mitigate risk and provide resiliency and business continuity.
Data Recovery	The process involved in restoring data following an unplanned event or disaster.

The elements listed above make up the Business Continuity component of the framework. Business Continuity includes two core areas that should be addressed individually for ICT decision making. The two core areas are Backups & Disaster Recovery and IT Disaster Recovery Plan which are documented below. For each core area the Industry Best Practice, Current State and Future State Recommendations are included.





4.1 Backups & Disaster Recovery

4.1.1 [Industry Best Practice](#)

Gartner states that the average cost of downtime for a small business is between \$193 per minute and \$600 per minute. DTI/Price Waterhouse Coopers states that 70% of small businesses that experience a major data loss go out of business within one year. Protection of corporate data is achieved through a complete backup and replication solution consisting of both on premise and cloud components.

The on-premise component is a device that resides within the same premises as the hardware storing the majority of corporate data. This device is responsible for regular incremental backups of nominated data at intervals in accordance with the organisation’s recovery point objective (RPO). Ideally, if suitable, incremental backups for an organisation with normal 8am-6pm operating hours should occur every hour. This device is also responsible for the replication of all incremental backups to the cloud component.

The cloud component is a device located at a secondary site that a natural calamity or man-made disaster should not be able to affect. A minimum 10km distance should be adhered to. This device receives replicated incremental backups from the on-premise device and is responsible for the long term storage, organization and consolidation of the replicated incremental backups.

Retention for the incremental backups located in the cloud component should be retained for a minimum of seven years. This would include a suitable combination of hourly, daily, weekly, monthly and biannual recovery points. Archive quality storage is essential for long term retention.

4.1.2 [Current State](#)

The Town of East Fremantle outsource the task of backup and recovery to Focus Networks via the Managed Recovery Service.

Onsite Server Backups

Server Name	Backup Technology	Job Details
All Servers	Veeam	Managed by Focus Networks Onto separate server storage onsite Runs hourly Includes VSS snapshot (full virtual machine) Daily notifications checked by Focus Networks

Offsite Server Backups

Server Name	Backup Technology	Job Details
All Servers	Veeam	Managed by Focus Networks Onto separate server storage offsite in NextDC in WA Runs daily Includes VSS snapshot (full virtual machine) Daily notifications checked by Focus Networks



**Retention Period
Server Backups**

	Number Kept Onsite	Number Kept Offsite	Explanation
Hourly	210	-	Hourly backups for two weeks.
Daily	-	31	Daily backups for one month.
Weekly	-	8	Weekly backups for two months.
Monthly	-	6	Monthly backups for six months.
Biannual	-	14	Biannual archive for seven years.

4.1.3 [Future State Recommendations](#)

The increase in Internet bandwidth by moving to TPG will result in the daily offsite backup being completed more than once a day. This is one benefit that will help The Town of East Fremantle.

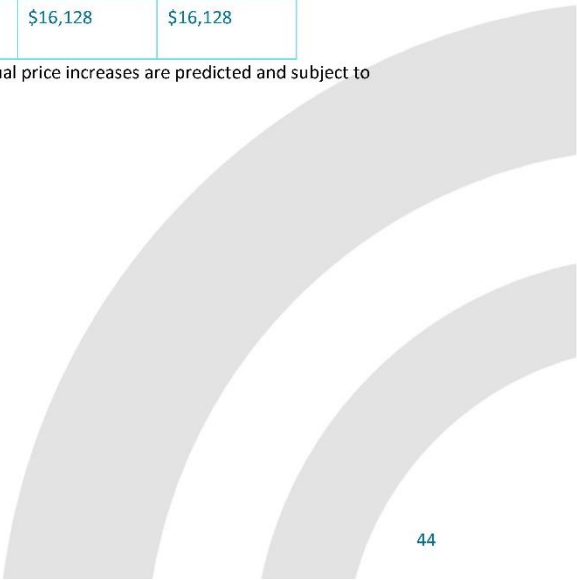
Another suggestion relating to the OAG audits is for The Town of East Fremantle to complete a file/folder restoration exercise every three months. This process can be managed by Focus Networks. Currently a full disaster recovery test is completed every year.

The project to move Exchange on Premise (email data) into Exchange Online (in the cloud), will result in minor changes for the Managed Recovery Service. This email data will no longer be backed up onsite and will have to be backed up from within the cloud back into NextDC in WA.

4.1.4 [Budget Estimates](#)

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Managed Recovery Service	\$16,200	\$16,128	\$16,128	\$16,128

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.





4.2 IT Disaster Recovery Plan

4.2.1 [Industry Best Practice](#)

An IT Disaster Recovery plan (IT DR plan) must set out the mitigation, preparation, warning, response and business continuity arrangements for all core IT systems.

The IT DR plan must also:

- Provide the information and procedures necessary to:
 - Respond to an occurrence
 - Notify personnel
 - Assemble recovery teams
 - Recover data
 - Resume processing at the current or alternate site as soon as possible after a disaster has been declared
- Create a disaster recovery structure strong enough to provide guidance to all interrelated groups, yet flexible enough to allow employees and teams to respond to whatever type of disaster may occur
- Identify those activities necessary to resume full services at the reconstructed disaster site or new permanent facility
- Establish a return to a “business as usual” environment

Continual review of the IT DR plan should occur annually – or with significant business change – with the aim to improve existing resilience against damage to the business in the event of an actual disaster.

4.2.2 [Current State](#)

The Town of East Fremantle have an IT DR Plan document which was last reviewed in September 2019. This document is currently being refreshed. This is expected to be finalised in June 2021.

Focus Networks conducted a Critical Systems Analysis, and as such there are clearly defined MTO, RTO and RPO figures in the IT DR Plan. Procedures listed in the DR plan consist of assessing, recording and communicating a DR situation, and then calling third party vendors for assistance where required.

4.2.3 [Future State Recommendations](#)

Given the existence of an IT DR Plan, Focus Networks recommends the annual renewal of the document to ensure it stays current.

4.2.4 [Budget Estimates](#)

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
IT DR Plan Refresh	\$1,700	\$2,100	\$2,100	\$2,100

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.



4.3 Strategic Initiatives

To support the business and achieve the future state recommendations, the following initiatives should be given further consideration. An improvement opportunity for each element is listed below:

Disaster Recovery - undertake a business impact analysis to create an IT DR plan which is required to meet the baseline standard for the DLGSCI ICT strategic framework.

Contingency Planning - decide on and document a warm site in the IT DR plan.

Backups - implement a backup policy to automatically store backups onsite and offsite which is required to meet the baseline standard for the DLGSCI ICT strategic framework.

Replication - secure transfer of data offsite at least 10 KM away on a daily basis.

Redundancy - explore two different Internet links on different technologies.

Data Recovery - restore data from either onsite or offsite at least annually as a test.



5. Security

The ICT Strategic Framework sets out the key components that need to be considered in managing a local government's information resources. It represents the key elements, and their relationships, that might be expected in an 'ideal' environment. In reality, the extent to which it is applicable will obviously depend on the size and complexity of the local government.

This describes protecting information and systems from unauthorised access, use, modification, disclosure or destruction. Elements to consider are as follows:

Element	Explanation
Access Management	Involves the management of user access to systems, including assigning and revoking privileges and permissions, authentication and authorisation procedures.
Authentication	The process by which users are identified on a system or network.
Audit	The examination of the management controls within IT infrastructure, to determine if the information systems are safeguarding assets, maintaining data integrity, and operating effectively to achieve goals or objectives.
Remote Access	The provision of access to information systems for employees working outside of the local area or wide area network.
Incident Management, Reporting and Response	Involves identifying, analysing, reporting and responding to IT security incidents including taking corrective and preventative action.
Physical and Environmental Security	Refers to providing adequate physical and environmental protection of ICT assets to prevent unauthorised access, use or destruction.
Network and Communications Security	Involves taking measures to secure local and wide area networks, voice communications and internet links.
Change Management	The process for directing and controlling alterations to the information processing environment. This includes alterations to desktop computers, the network, servers and software, but typically refers to changes in processes and workflows that can become disruptive if not managed properly.
Version Control	The process of managing multiple versions of software and electronic files.

The elements listed above make up the Security component of the framework. Security includes six core areas that should be addressed individually for ICT decision making. The six core areas are Domain, Internet Gateway, Computer Room, Local Area Network, Patching and Cyber Response which are documented below. For each core area the Industry Best Practice, Current State and Future State Recommendations are included.



5.1 Domain

5.1.1 [Industry Best Practice](#)

Utilisation of Microsoft Active Directory (AD) is key to centralised management of ICT networks. Active Directory has four primary functions:

- Authentication
- Policy-based Administration
- Security Policies for User Accounts
- Directory for Publishing Shared Resources

A user can only be authenticated by a domain controller in the domain that hosts the user’s account. Where possible, any application or network resource that utilises authentication for login or access should be integrated with the domain in order to use domain authentication. This reduces the amount of credentials a user is required to remember, allowing a “Single Sign-on” (SSO) environment.

Microsoft Group Policy allows ICT administrators to standardise and manage objects within a domain using policies that can be enforced. Such objects can include user accounts and computers. It is best practice for ICT policies to be created, deployed and enforced using Group Policy.

Some basic security policies that should apply to all domain user accounts include;

- Password policies
- Account lockout policies
- Account expiry policies
- Windows firewall settings

Where possible, AD should be utilised to publish connection information about shared resources. As an example, printer resources might be published in a domain to facilitate searches by users.

5.1.2 [Current State](#)

AD is present, well-structured and up to date. The Domain is utilising security groups to handle NTFS permissions. Further Organisational Units and Security Groups have been added to enhance security and ensure Least Privilege Security can be applied to network drives to limit access to SharePoint sites.

Group Policy is being utilised for items such as network drive mapping, printer mapping, software installation and lockdown of public PC’s.

A detailed naming structure for IT equipment exists. This allows administrators to see who owns the equipment, which suburb it is located in, what office it is located in and what kind of equipment it is. An example is **TEFFRMAWKS1**. The “**TEF**” indicates the item belongs to The Town of East Fremantle domain. The “**FRM**” indicates the item belongs in Fremantle. The “**A**” indicates the item is in site A being the Admin Building. “**WKS**” indicates the item is a workstation.

FSMO (Flexible Single-Master Operations) roles used by Active Directory do not appear to be split and are currently all being handled by a single primary domain controller. DHCP is split across two servers and load balanced correctly, the internal domain name is eastfreo.local and domain functional level of 2012 R2.



Annual Active Directory audits are assisting in maintaining Active Directory and archiving users from the system.

A further revised New User Account Access Form and better onboarding procedures have also been developed.

5.1.3 Future State Recommendations

As the Town embraced Microsoft SharePoint and Microsoft Teams, it is recommended to move to Microsoft Exchange Online to allow for better integration between these tools. The current Exchange 2013 Standard server requires regular maintenance by way of certificate management, patching and increases the attack surface from a Cyber Security perspective. The data storage is also steadily growing and this growth is expected to see the data store top 1TB within the next 12 months.

Rather than build a new Exchange on premise server which will require significant project works to abide by Microsoft best practice guides, it is recommended to perform an Exchange Online Migration. This will reduce security risks, enhance existing features within Outlook, Teams and SharePoint as well as make use of the Towns existing Microsoft License entitlements.

The Towns existing virtual server environment is built largely on Server 2012R2 and were provisioned in July 2017. These servers include:

- TEFFRMADCT1 – Primary Domain Controller, DHCP, DNS, Alchemy SMS Database
- TEFFRMADCT2 – Backup Domain Controller, DHCP, DNS, RADIUS, DUO AD Sync
- TEFFRMADMZ1 – Altus Synergy Online
- TEFFRMAEXC1 – Exchange 2013
- TEFFRMATER3 - Terminal Server (RD Gateway Server Farm)
- TEFFRMATER4 - Terminal Server (RD Gateway Server Farm)
- TEFFRMAUNI1 – SynergySoft Universe Database

Only a single server, TEFFRMAAPP1 is running the current Server 2019 operating system as this server was built more recently for the PaperCut printing application.

Microsoft ended mainstream support for Server 2012R2 in September 2018 and the end of Extended Support will occur in October 2023. As such the Town will need to ensure new servers are built prior to this date.

5.1.4 Budget Estimates

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Exchange Online Migration	-	\$8,500	-	-
DUO MFA	-	-	-	-
Server 2019 Migrations	-	-	\$7650	-

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.

5.2 Internet Gateway

5.2.1 [Industry Best Practice](#)

A business grade Internet gateway must be capable of providing advanced security services in addition to standard routing and port forwarding functionality. Examples of advanced security services include:

- Gateway Anti-virus
- Gateway Anti-spyware
- Intrusion Prevention
- Application Intelligence and Control
- Web/Content Filtering
- DPI SSL Scanning

These services deliver intelligent, real-time network security protection against the latest blended threats, including viruses, spyware, worms, Trojans, software vulnerabilities and other malicious code.

Application Intelligence and Control provides granular control and real-time visualisation of applications to guarantee bandwidth prioritisation and ensure maximum network security and productivity.

Management of an Internet gateway must be strictly controlled:

- Access across the Internet must be locked down geographically and by IP address
- Access across any network must be encrypted
- Access and changes must be logged for audit purposes
- The running configuration must be backed up offsite on a regular interval

5.2.2 [Current State](#)

A SonicWALL TZ600 firewall terminates an Exetel NBN, TPG fibre and Vocus fibre link at the Admin Building. This device is now a monthly fee known as a security as a service. Advanced security services are installed. The Vocus fibre link is awaiting decommission.

A SonicWALL TZ400 firewall terminates a TPG fibre link at the Depot. This device is now a monthly fee known as a security as a service. Advanced security services are installed.

A SonicWALL TZ300 firewall terminates a TPG fibre link and Optus 4G link at Tricolore. This device is still a capex outright purchase. Advanced security services are installed.

The Depot and Tricolore remote sites are connected back into the Admin Building through VPN tunnels. Remote access is provided through an SSLVPN connection back into the firewall device using the DUO multi factor authentication.

All firewalls support the faster bandwidth offered by TPG and are all powered by a UPS for protection and improved uptime.

Log retention for raw data and historical reporting is set to 90 days. WAN management is locked down to three networks to increase security. Firewall configuration changes can only be made by three named accounts using DUO multi factor authentication which increases security.



5.2.3 [Future State Recommendations](#)

No improvements or changes are required to the Internet Gateways.

To increase protection further the SSL/SSH full inspection option can be enabled on all firewall devices. A configuration around policies with a certificate is required but will further enhance the ability to detect and block malicious encrypted traffic.

To standardise procurement, the TZ300 firewall at Tricolore should be converted into a monthly fee known as a security as a service.

5.2.4 [Budget Estimates](#)

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
TZ600 (Admin Building)	\$3,660	\$3,660	\$3,660	\$3,660
TZ400 (Depot)	\$2,100	\$2,100	\$2,100	\$2,100
TZ300 (Tricolore)	\$1,250	\$1,250	\$1,620	\$1,620

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.



5.3 Computer Room

5.3.1 [Industry Best Practice](#)

The room containing core IT infrastructure should have the following properties:

- Independent or redundant air-conditioning
- Backup ventilation fan (if no redundant air conditioning)
- Dedicated 10A+ (or higher) power circuit for each UPS
- Lockable storage area for IT hardware and spare cabling
- Non-carpet flooring to minimise dust
- Lockable door

In addition to the above, a desk and chair should be provided for any IT support that attend site if possible.

5.3.2 [Current State](#)

In the Admin Building, one main server room currently exists. The main room resides in the Admin Building and holds one full size server cabinet which is almost full. The room has a single dedicated air conditioner which is run from the buildings central cooling system. Cable management in the room is of a high standard to ensure cabling is kept neat and tidy. Access to the main server room is via a locked door.

At the Depot, a wall mount 9RU cabinet is installed up high in a corner. It houses the network switch, firewall and UPS. Connections from the new Donga are terminated here. Cable management is sparse which has resulted in cabling being messy.

Tricolore Hall has no rack or cabinet and the network switch, firewall and UPS simply sit inside a cupboard. The cupboard cannot be locked and can be accessed by staff.

5.3.3 [Future State Recommendations](#)

Focus Networks suggest a small piece of project work to clean up the wall mount 9RU cabinet at the Depot. Shorter cables or another cable management should be installed to cleanly route network cables. Confirmation is required on where the keys for this wall mount 9RU cabinet reside. The key should be documented in a key register and the key stored in a safe place.

Focus Networks suggest a small piece of project work to investigate the option of installing a wall mount 9RU cabinet at Tricolore. This will securely house the network switch, firewall and UPS as the door would be locked. The key should be documented in a key register and the key stored in a safe place.



5.3.4 Budget Estimates

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Depot Project Work	-	\$510	-	-
Tricolore Project Work	-	\$2,040	-	-

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.



5.4 Local Area Network

5.4.1 [Industry Best Practice](#)

Core network switching should provide the following:

- Layer 3 routing functionality
- 802.1x Radius configuration options
- 802.1p Quality of Service (QoS) options
- 802.1at Power over Ethernet (PoE)
- Link Layer Discover Protocol (LLDP)
- At least 1,000Mbps (1 gigabit) connectivity to all computers
- Dual 10,000Mbps (10 gigabit) connectivity to all servers

Additionally, core network switching should always be configured in a redundant stack. Local area networks should utilise VLAN encapsulation for logical segregation of network traffic.

Wi-Fi access points can be configured on different frequency ranges. Each range is divided into channels. Fine tuning can increase performance gains. Wireless network access can be configured using SSIDs, VLANs and user authentication to increase security.

Public/visitor Wi-Fi networks should also be securely segregated from corporate networks via VLAN encapsulation.

5.4.2 [Current State](#)

HPE Procurve switches are located at all offices to maintain consistency and interoperability. All have 802.1X port-based Network Access Control (PNAC) to bolster security.

The Admin Building consists of a stack of two HPE 2920-48G-POE+ (J9729A) switches. Dovenby House, the Depot and Tricolore have a single HP 2530-24G-PoEP+ switch (J9773A).

These access switches can provide PoE power to Sangoma handsets and wireless access points and are fed via UPS power. All HPE switches are backed by a limited lifetime warranty but have come to the end of their life due to their age.

All Town of East Fremantle local area networks utilise VLANs to ensure the Corporate LAN, Corporate WLAN, VoIP, DMZ, Visitor WLAN and Museum networks are securely managed.

A Ruckus hosted Wifi management solution increases coverage, reliability and performance. The Extensible Authentication Protocol (EAP) has been implemented to bolster security.

The Admin Building consists of two R700 wireless access points downstairs and one R500 upstairs. The Depot has one R300 and one R510 wireless access point. Tricolore has one R710 wireless access point.

Currently, these wireless networks provide corporate network access and visitor internet access.



5.4.3 [Future State Recommendations](#)

The Admin Building requires a new redundant switch stack of two 48 port switches to provide redundancy and more bandwidth for the upcoming hybrid cloud system located at the Admin Building. Switch redundancy increases the uptime of the hybrid cloud system and more bandwidth is required to deliver virtualised servers to the staff.

Dovenby House, Depot and Tricolore each require a new 24 port switch to provide gigabit bandwidth to devices on their respective network. This small piece of project work is not urgent.

5.4.4 [Budget Estimates](#)

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Admin Building	-	\$29,000	-	-
Dovenby, Depot, Tricolore	-	-	\$12,000	-

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.



5.5 Patching

5.5.1 [Industry Best Practice](#)

Patching keeps systems and applications running smoothly but is also the core activity in keeping your organisation secure.

Effective patch management includes:

- Discovery – have a comprehensive network inventory
- Categorise – split this into servers, computers and network devices
- Monitor – keep an eye on different vendor release dates
- Testing – create test groups where possible
- Change Management – have a roll back plan in case issues occur
- Reporting – gain more visibility through compliance reports

Patching can be time consuming so wherever possible, these tasks should be automated. Applying patches under specific conditions is ideal. There will be some instances where manual intervention is required.

For most environments servers and computers should be patched monthly after the Microsoft patch Tuesday following a regime that is suitable for your organisation. Of importance is the Windows 10 operating system that has multiple versions released every year. A version number, codename, build number and release date need to be understood as support ends for older versions.

For most environments servers and computers should also be patched monthly for third party software. This can be referred to as third party application patching and covers such applications as Adobe, Java and Chrome.

A scheduled maintenance program should ensure that firmware updates are applied to networked devices such as:

- Internet Gateways
- Routers
- Network Switches
- Wireless Access Points
- Physical Servers
- Network Printers
- Phone Systems

Finally, it is recommended to undertake scheduled vulnerability scans of the corporate network to ensure no underlying vulnerabilities are still in place that could expose the corporate network to viruses or other cyber incidents. Vulnerability scanning is a way to ensure all patching and remediation works are working effectively.



5.5.2 Current State

Windows updates are configured and installed weekly by the ConnectWise Manage agent that sits on each computer. A defined test group for computers is established which means these computers receive Windows updates prior to all other computers. This is to ensure the Windows updates do not have undesired consequences.

Windows 10 feature releases for Windows 10 computers require a manual installation. We use tools to do a silent install on the users computer which completes the installation after the computer is rebooted.

Windows updates are configured and installed monthly by the ConnectWise Manage agent that sits on each server. Servers do not have a defined test group which means they simply receive Windows updates. Depending on the size and nature of the Windows update, the server can be manually backed up prior to the Windows update being applied.

Third party patching is also configured and installed weekly by the ConnectWise Manage agent that sits on each computer. There are no defined test groups for computers. Common third party applications include Adobe, Chrome, iTunes and Zoom.

The scheduled maintenance program to update firmware on networked devices is completed once a year over the XMAS/New Year break. These are scheduled outages when the business is shutdown.

Focus Networks are in the process of running a specialist internal vulnerability scanning tool called Nessus Professional to conduct a network scan. This is referenced as an internal vulnerability scan. This powerful audit tool is also used by the OAG during the GCC audits and gives an excellent overview of how effective the current patching systems are.

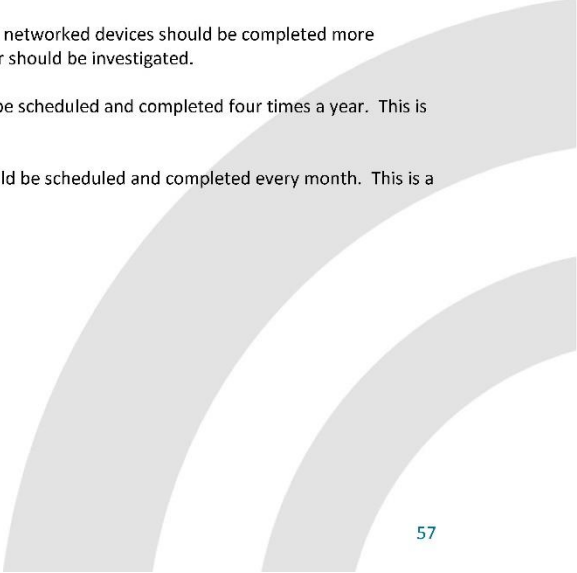
Focus Networks are in the process of running a specialist external vulnerability scanning tool called Pen Test Tools to conduct an application scan. This is referenced as an external vulnerability scan. This powerful audit tool gives an excellent overview of how application vulnerabilities.

5.5.3 Future State Recommendations

The scheduled maintenance program to update firmware on networked devices should be completed more regularly. A move to twice a year and up to four times a year should be investigated.

The internal vulnerability scan using the Nessus tool should be scheduled and completed four times a year. This is a recommendation from the OAG.

The external vulnerability scan using the Pen Test Tools should be scheduled and completed every month. This is a recommendation from the OAG.



5.5.4 Budget Estimates

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
Maintenance Program	-	\$1,260	\$1,260	\$1,260
Internal Vulnerability Scans	-	\$4,800	\$4,800	\$4,800
External Vulnerability Scans	-	\$2,120	\$1,440	\$1,440

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.



5.6 Cyber Response

5.6.1 [Industry Best Practice](#)

Strategies to mitigate cyber security incidents are listed at cyber.gov.au and are referred to as the Essential Eight. They are listed as:

- Prevent malware delivery and execution
- Limit the extent of cyber security incidents
- Recover data and systems availability

A cyber incident response plan can then be created. Such a plan has a similar layout to an IT DR plan. There is an Introduction, Terminology and Definitions, Common Cyber Incidents and Responses, Roles and Responsibilities and an Incident Response Process. A cyber incident response plan protects your data, your reputation and your revenue.

Security awareness training is recommended for employees who complete authorised functions online for their employer. Necessary knowledge will help to defend themselves and secure their employers assets from damage or loss. Training can be broken up into three elements:

- Programs to train employees to protect against cyberthreats
- Employees' responsibility towards the employers security policies and procedures
- Measures to perform a robust audit of those efforts

The most successful training must be structured as an ongoing process.

5.6.2 [Current State](#)

As an OAG compliance item, hardware encrypted USB flash drives (Datalocker) were implemented. USB ports have been disabled and only these five USB flash drives can be used internally. This was an OAG compliance requirement.

Cyber awareness training was implemented as an OAG compliance item. The existing online training platform called Elmo was utilised for all employees as an ongoing solution.

As an OAG compliance item, the Microsoft BitLocker option is required to encrypt data at rest on desktops and laptops. This has not been implemented as yet.

As an OAG compliance item, some initial policy and procedure documents are required. This policy library has not been implemented as yet.



5.6.3 Future State Recommendations

The process of using the hardware encrypted USB flash drives (DataLocker) to protect corporate data should continue.

A small project should be completed to implement the Microsoft BitLocker solution for all desktops and laptops.

A small project should be completed to implement the policy library. This can be staged over two years.

5.6.4 Budget Estimates

Description	2020-2021 Costs	2021-2022 Costs	2022-2023 Costs	2023-2024 Costs
DataLocker	\$500	\$500	\$500	\$500
BitLocker Project Work	-	\$4,420	-	-
Policy Library	-	\$5,000	\$5,000	-

*Pricing is Excluding GST and is a budget estimate only. Annual price increases are predicted and subject to change.





5.7 Strategic Initiatives

To support the business and achieve the future state recommendations, the following initiatives should be given further consideration. An improvement opportunity for each element is listed below:

Access Management - implement an onboarding and offboarding procedure for AD users.

Authentication - create a password policy to increase user security awareness which is required to meet the baseline standard for the DLGSCI ICT strategic framework.

Audit - create an IT security policy so that controls can be examined which is required to meet the baseline standard for the DLGSCI ICT strategic framework.

Remote Access - implement an MFA that supports SAML.

Incident Management, Reporting and Response - investigate a SIEM solution to analyse and respond to incidents.

Physical and Environmental Security - secure and then restrict access into and out of the computer room.

Network and Communications Security - any VPN must use at least an AES encryption algorithm with a 128 bit key.

Change Management - create a process to back out if a modification to the environment fails.

Version Control - implement an audit tool to report on software versions prior to upgrading.



6. Project Management

The ICT Strategic Framework sets out the key components that need to be considered in managing a local government's information resources. It represents the key elements, and their relationships, that might be expected in an 'ideal' environment. In reality, the extent to which it is applicable will obviously depend on the size and complexity of the local government.

This describes the discipline of planning, organising, controlling, and managing resources to achieve specific goals. Elements to consider are as follows:

Element	Explanation
Project Initiation	The process of defining the scope of the project. May involve establishing the scope, a project charter, and preliminary project plan.
Project Planning	Refers to the process of establishing a project plan detailing how a project is to be accomplished within a certain timeframe and with given resources. A project plan usually identifies various milestones and/or stages of a project and the timeframes in which they are to be completed.
Project Execution	Refers to the process of carrying out or implementing the project. Project Execution is the implementation phase of the project plan and is commenced once the project planning phase is complete.
Monitoring and Controlling	Refers to the process of monitoring progress of the project with regard to the project plan and controlling resources to ensure delivery of the project on time and within budget.
Project Closing	The process of completing project deliverables, reviewing the outcome of the project against objectives, documenting the lessons learnt, archiving project records and releasing project resources.

The elements listed above make up the Project Management component of the framework. Project Management include one core area that should be addressed for ICT decision making. The core area is IT Projects which is documented below. For the core area the Industry Best Practice, Current State and Future State Recommendations are included.



6.1 IT Projects

6.1.1 [Industry Best Practice](#)

The definition of an IT project can be based on a number of factors but often it is based on purchasing requirements which is inevitably a dollar value. For an IT project to be completed successfully there are normally three documents:

- Business case – justification for work that looks at benefit, cost and risk
- Project statement – scope, objectives and participants
- Project plan – formal approval to guide execution and control

Once an IT project has started there are normally three phases:

- Execution – carrying out or implementing the work
- Monitoring/Controlling – progress of the plan/resources on time/budget
- Closing – reviewing the outcome, lessons learnt, releasing resources

6.1.2 [Current State](#)

The Town of East Fremantle have completed a number of small and large projects in 2020 and 2021. In these projects Focus Networks managed the execution, monitoring and closing of each project.

No business case, project statement or project plan were created prior to each IT project starting. This has resulted in a number of projects taking longer than expected.

6.1.3 [Future State Recommendations](#)

Focus Networks recommends three IT project related documents for future use with IT projects. The Town of East Fremantle should create two internal basic documents:

- A business case template to be used to help communicate the merits of a course of action to key decision makers.
- A project statement template to be used to outline deliverables and to highlight constraints, assumptions and success factors.

The Town of East Fremantle should request one external basic document from the third party implementing the IT solution:

- A project plan to be used to document activities, milestones, schedule and duration.

These three documents listed above should help to run a smooth project that can be officially closed by discussing final lessons learnt.

6.1.4 [Budget Estimates](#)

Budget estimates are not relevant for this section.





6.2 Strategic Initiatives

To support the business and achieve the future state recommendations, the following initiatives should be given further consideration. An improvement opportunity for each element is listed below:

Project Initiation - develop a business case and project statement template which are required to meet the baseline standard for the DLGSCI ICT strategic framework.

Project Planning - design a project plan template defining milestones and timeframes which is required to meet the baseline standard for the DLGSCI ICT strategic framework.

Project Execution - nominate the project manager to coordinate and direct project resources.

Monitoring and Controlling - document reporting requirements for the project manager to ensure delivery.

Project Closing - complete a post implementation review for continual improvement.





Appendix A Microsoft Licenses

Agreement	
Programs:	Microsoft Cloud Service Provider
Customer Name:	The Town of East Fremantle
Reseller:	Focus Networks
Tenant ID:	A8BA7FBA-D310-4E46-B262-51843EE7DE14

Microsoft Annual SPLA Subscription	Used/Qty
Windows Server Standard - 8 Core License Pack - 1 year	8
Windows Server Remote Desktop Services CAL- 1 User CAL – 1 year	35
Windows Server CAL - 1 User CAL - 1 year	40

Microsoft Monthly SPLA Subscription	Used/Qty
MICROSOFT CSP INTUNE MTH SUB	14
MICROSOFT CSP M365 BUSINESS ST D MTH SUB	1
MICROSOFT CSP O365 E1 MTH SUB	9
MICROSOFT CSP O365 E3 MTH SUB	45
MICROSOFT CSP PROJECT PLAN 3 M TH SUB	2
MICROSOFT CSP VISIO PLAN 2 MTH SUB	9



Appendix B Computer Information

Computer Name	Model	Serial Number	Contact Name	Date Purchased	Expiration Date	Proposed Replacement	Estimated Cost
TEFFRMALPT1	HP EliteBook 840 G6	5CG026BF4X	scocks	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT10	HP EliteBook 840 G6	5CG026BF5H	nking	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT12	HP EliteBook 840 G5	5CG83868JQ	amalone	27/09/2018	25/11/2021	Business Laptop & Accessories	\$2700
TEFFRMALPT13	HP EliteBook 840 G6	5CG924291W	lcollett	21/06/2019	19/08/2022	Business Laptop & Accessories	\$2700
TEFFRMALPT14	HP EliteBook 840 G6	5CG924290X	lmc nab	21/06/2019	19/08/2022	Business Laptop & Accessories	\$2700
TEFFRMALPT15	HP EliteBook 840 G6	5CG924291X	cfilbey	21/06/2019	19/08/2022	Business Laptop & Accessories	\$2700
TEFFRMALPT16	HP ProBook 640 G5	5CG02298JH	bbrowning	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT17	HP ProBook 640 G5	5CG025DBFF	sreid	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT18	HP ProBook 640 G5	5CG025DBG8	nmcgill	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT19	HP ProBook 640 G5	5CG02298K8	rolson	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT2	HP EliteBook 840 G6	5CG026BDZB	kculkin	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT20	HP ProBook 640 G5	5CG02298JY	jmordini	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT21	HP ProBook 640 G5	5CG025DBFG	sdolzadelli	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700



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Computer Name	Model	Serial Number	Contact Name	Date Purchased	Expiration Date	Proposed Replacement	Estimated Cost
TEFFRMALPT22	HP ProBook 640 G5	5CG02298J7	icole	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT23	HP ProBook 640 G5	5CG025DC4W	jmay	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT24	HP ProBook 640 G5	5CG02298K1	ccatchpole	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT25	HP ProBook 640 G5	5CG02298J8	bbrowning	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT26	HP ProBook 640 G5	5CG025DC4R	stowne	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT27	HP ProBook 640 G5	5CG025DBVS	cwarn	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT3	HP EliteBook 840 G6	5CG026BDPD	jbannerman	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT4	HP EliteBook 840 G6	5CG026BD1N	apadberg	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT5	HP EliteBook 840 G6	5CG026BFCS	rying	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT6	HP EliteBook 840 G6	5CG026BD5G	wread	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT7	HP EliteBook 840 G6	5CG026BF01	kwong	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMALPT8	HP EliteBook 840 G6	5CG026BDGS	kwalsh	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMATBL2	HP Elite x2 1012 G2	5CG8360Y2G	gtuffin	6/09/2018	4/11/2021	Business Tablet & Accessories	\$3200
TEFFRMATBL3	HP Elite x2 1012 G2	5CG8360YBT	pkocian	6/09/2018	4/11/2021	Business Tablet & Accessories	\$3200
TEFFRMAWKS41	HP ProDesk 600 G3	8CG80903Z5	nking	28/02/2018	27/02/2021	Desktop Mini & Accessories	\$2000
TEFFRMAWKS42	HP ProDesk 600 G3	8CG80903ZD	ksvilicich	28/02/2018	27/02/2021	Desktop Mini & Accessories	\$2000



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Computer Name	Model	Serial Number	Contact Name	Date Purchased	Expiration Date	Proposed Replacement	Estimated Cost
TEFFRMAWKS43	HP ProDesk 600 G3	8CG80903YX	cbridgeman	28/02/2018	27/02/2021	Desktop Mini & Accessories	\$2000
TEFFRMAWKS45	HP ProDesk 600 G3	8CG8084FTD	lcollett	28/02/2018	27/02/2021	Desktop Mini & Accessories	\$2000
TEFFRMBLPT1	HP ProBook 640 G5	5CG02298JT	hclark	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMBLPT2	HP EliteBook 840 G6	5CG026BF53	dburke	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMBTBL1	HP Elite x2 1012 G2	5CG8360ZQ0	jmorrison	6/09/2018	4/11/2021	Business Tablet & Accessories	\$3200
TEFFRMBWKS10	HP Z2 SFF G4 Workstation	4CE9261T81	pcampbell	30/06/2019	29/07/2022	Business Workstation & Accessories	\$3,200
TEFFRMBWKS6	HP ProDesk 600 G4	8CC83825R5	adriver	30/11/2018	29/11/2022	Desktop Mini & Accessories	\$2000
TEFFRMBWKS7	HP ProDesk 600 G4	8CC83825RQ	sbeard	30/11/2018	29/11/2022	Desktop Mini & Accessories	\$2000
TEFFRMCLPT1	HP ProBook 640 G5	5CG025DBGB	rgardner	10/08/2020	9/08/2023	Business Laptop & Accessories	\$2700
TEFFRMCLPT2	HP EliteBook 840 G6	5CG026BFJ0	lferris	30/06/2020	28/08/2023	Business Laptop & Accessories	\$2700
TEFFRMCLPT3	HP ProBook 640 G8	5CD1043NS3	kcuthbert	29/01/2021	29/03/2022	Business Laptop & Accessories	\$2700
TEFFRMCLPT4	HP ProBook 640 G8	5CD1043NSQ	sdangen	29/01/2021	29/03/2022	Business Laptop & Accessories	\$2700
TEFFRMCLPT5	HP ProBook 640 G8	5CD1043NT2	tpaul	29/01/2021	29/03/2022	Business Laptop & Accessories	\$2700
TEFFRMCLPT6	HP ProBook 640 G8	5CD1043NSD	rgardner	1/04/2021	31/03/2022	Business Laptop & Accessories	\$2700

Appendix C Network Printer Information

Printer Name	Make	Model	Serial Number	Location	IP Address	Date Purchased
TEF-Printer-01	KONICA MINOLTA	Bizhub C658	A79J041000642	Admin Building - Planning	10.107.1.31	06/07/2017
TEF-Printer-02	KONICA MINOLTA	Bizhub 368	A9HJ041000085	Tricolore	10.107.33.33	06/07/2017
TEF-Printer-03	Kyocera	TASKalfa 6053ci KX	RF598000236	Admin Building - Records & Finance	10.107.1.38	01/02/2020
EPSON TM-T88IV Receipt	EPSON	TM-T88IV	0000481D24BE	Admin Building	10.107.1.39	12/01/2016
EPSONWF3720 - Reception	EPSON	WF-3720 Series	X2TK020913	Admin Reception	10.107.1.32	01/05/2020
HP Colour LaserJet M377 - Ranger Office	HP Inc	LaserJet M377	VNBKL9LGJ3	Rangers Office	10.107.17.33	09/01/2019
Konica Minolta C224 - Depot	KONICA MINOLTA	BizHub C224e	A5C4041001331	Depot	10.107.17.32	05/09/2017



Appendix D SynergySoft Licenses

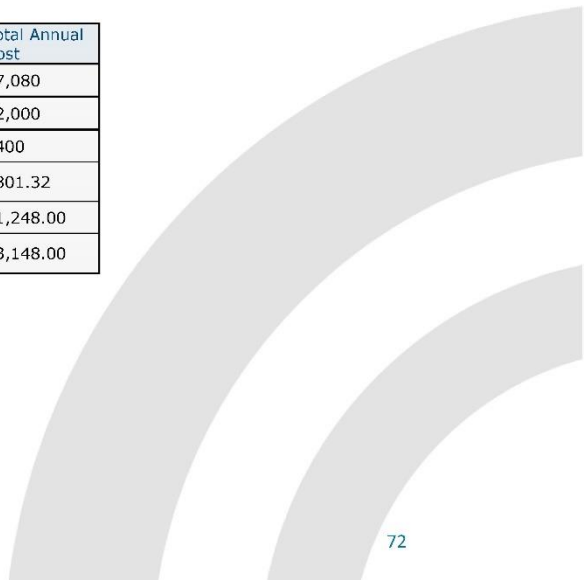
Description	Date	Quantity	Unit Ex GST	Total Annual Cost
Annual License Fee (ALF), IT Vision Software System Including the following modules:	01/07/2020	1	\$40480.01	\$40,480.01
Annual Licence Fees - SynergySoft per User	01/07/2020	13		
Annual Licence Fees - Additional Users	01/07/2020	7		
Annual Licence Fee, Automatic Upload 01/07/2018	01/07/2020	1		
Annual Licence Fee, Core Financials	01/07/2020	1		
Annual Licence Fee, Automation Toolset - Emailing from Report Manager	01/07/2020	1		
Annual Licence Fee, Automation Toolset - Automated Emails	01/07/2020	1		
Annual Licence Fee, Automation Toolset - Report Scheduling	01/07/2020	1		
Annual Licence Fee, Building	01/07/2020	1		
Annual Licence Fee, Cat Control	01/07/2020	1		
Annual Licence Fee, Customer Service	01/07/2020	1		
Annual Licence Fee, Direct Debits	01/07/2020	1		
Annual Licence Fee, Dog Control	01/07/2020	1		
Annual Licence Fee, Electoral Roll	01/07/2020	1		
Annual Licence Fee, Excel Integration	01/07/2020	1		
Annual Licence Fee, PO Rates functionality	01/07/2020	1		
Annual Licence Fee, Email Rates functionality	01/07/2020	1		
Annual Licence Fee, Infringements	01/07/2020	1		
Annual Licence Fee, Mapping Enquiry	01/07/2020	1		
Annual Licence Fee, Payroll	01/07/2020	1		
Annual Licence Fee, Planning	01/07/2020	1		
Annual Licence Fee, Purchase Ordering	01/07/2020	1		



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Description	Date	Quantity	Unit Ex GST	Total Annual Cost
Annual Licence Fee, Purchase Requisitions/Extended Security	01/07/2020	1		
Annual Licence Fee, Rates and Property inc Model & Pools	01/07/2020	1		
Annual Licence Fee, Receipting	01/07/2020	1		
Annual Licence Fee, Records Management	01/07/2020	1		
Annual Licence Fee, Records Office Integration	01/07/2020	1		
Annual Licence Fee, Report Manager	01/07/2020	1		
Annual Licence Fee, Reserves System	01/07/2020	1		
Annual Licence Fee – SynergySoft Database Workgroup Edition 2359996-UV	01/07/2020	20	\$203.00	\$4,060.00
Altus Infringements, Annual Subscription Fee	01/07/2020	1	\$1,577.99	\$1,577.99
Altus Mobile Dog Control, Annual Subscription Fee	01/07/2020	1		
ITV Customer Portal & JIRA Service Desk “Advanced Portal Reports” (First Year Free Trial)	01/07/2020	1		
Altus Mobile Cat Control, Annual Subscription Fee	01/07/2020	1		

Additional IT Vision Related Costs	Date	Quantity	Unit Ex GST	Total Annual Cost
Altus Payroll	01/07/2020	1	\$7,080	\$7,080
Altus Connect (Synergy Soft Integration)	01/07/2020	1	\$2,000	\$2,000
Six monthly EFT Altus Payroll Test Database	01/07/2020	2	\$200	\$400
Annual Licence Fees - SynergySoft Data base Working Group Edition	01/07/2020	4	\$113.00	\$301.32
Annual Licence Fees – SynergySoft per User	01/07/2020	4	\$468.00	\$1,248.00
SynergySoft Database Workgroup Edition User Licence	01/07/2020	4	\$787.00	\$3,148.00

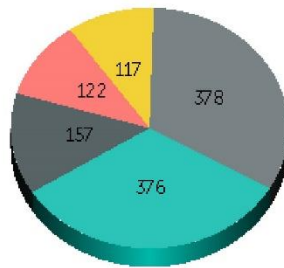




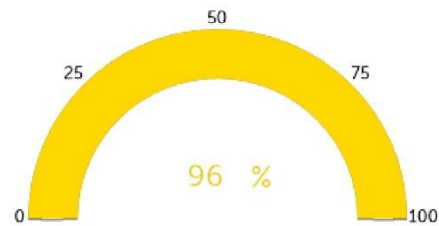
Appendix E IT Support Summary (2020-2021)

Support Types

- Application
- Laptop/Tablet
- Network
- Phone
- Server / Storage



Customer Survey



Support Service Levels



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Appendix F Exchange Online Migration

ID	Task Mode	Task Name	Duration	Start	August 2021		September 2021														
					28	31	3	6	9	12	15	18	21	24	27	30	2	5	8	11	14
1	?	Pre-Project Tasks																			
2	?	Project Meeting to Finalise Requirements	4 hrs	Mon 2/08/21																	
3	?	50% Deposit Invoice	1 hr	Mon 2/08/21																	
4	?	Prepare Migration Plan and Change Management Plan	3 hrs	Tue 3/08/21																	
5	?	Allocate Additional Office 365 Licenses (If Required)	1 hr	Thu 5/08/21																	
6	?	Exchange Online Tenancy Configuration																			
7	?	Configure Office 365 Tenancy, create users, setup policies	3 hrs	Thu 19/08/21																	
8	?	Re-Configure Azure AD Sync	2 hrs	Thu 19/08/21																	
9	?	Audit Active Directory and Standardise on UPN's Throughout	2 hrs	Fri 20/08/21																	
10	?	Audit MFC Scan to Email, SynergySoft, SMS for Office 365 Settings and Confirm Compatibility	3 hrs	Fri 20/08/21																	
11	?	Configure Exchange Hybrid Migration																			
12	?	Configure Exchange for Hybrid Deployment	6 hrs	Thu 26/08/21																	
13	?	Reconfigure DUO DAG to DUO Online SSO	3 hrs	Thu 26/08/21																	
14	?	Create Mailbox Migration Batches	4 hrs	Fri 27/08/21																	
15	?	Begin initial data Sync from Exchange On Prem to Exchange Online	2 hrs	Fri 27/08/21																	
16	?	Configure MRS Backups for Microsoft 365																			
17	?	Configure Veeam Cloud Console for new Tenancy	3 hrs	Thu 2/09/21																	
18	?	Configure Code 2 Email Signatures																			
19	?	Liaise with Market Creations Regarding Marketing Links	2 hrs	Tue 7/09/21																	
20	?	Import Sample Signature from Exclaimer to Code 2	2 hrs	Wed 8/09/21																	
21	?	Pilot and Test with a Test Account	1 hr	Wed 8/09/21																	
22	?	Finalise Signature Requirements (Liaise with Market Creations and BBrowing)	5 hrs	Wed 8/09/21																	
23	?	Mailbox Migrations																			
24	?	Perform Test Batch of Mailbox Migrations (Aprox 5)	2 hrs	Mon 13/09/21																	
25	?	Perform First Batch of User Mailbox Migrations	2 hrs	Tue 14/09/21																	
26	?	Perform Second Batch of User Mailbox Migrations	2 hrs	Wed 15/09/21																	
27	?	Perform Third Batch of User Mailbox Migrations	2 hrs	Thu 16/09/21																	



ID	Task Mode	Task Name	Duration	Start	August 2021		September 2021					October																	
					28	31	3	6	9	12	15	18	21	24	27	30	2	5	8	11	14	17	20	23	26	29	2		
28		Perform Fourth Batch of User Mailbox Migrations	2 hrs	Fri 17/09/21																									
29		Reconfigure Printers, MFC's SynergySoft, SMS etc.	3 hrs	Fri 17/09/21																									
30		Final Exchange Online Cutover (DNS, Transport, EPS, etc)	4 hrs	Mon 20/09/21																									
31		Decommission Exchange On Premise																											
32		Remove Exchange 2016 from TEFFRMAEXC1	3 hrs	Mon 27/09/21																									
33		Remove TEFFRMAEXC1 from Domain	1 hr	Tue 28/09/21																									
34		Delete TEFFRMAEXC1 from VMWare	1 hr	Tue 28/09/21																									
35		Remove Firewall Rules and A Records	2 hrs	Tue 28/09/21																									
36		Remove from MRS Exchange Backups	1 hr	Tue 28/09/21																									



Glossary of Terms

4G

4G is the fourth generation of wireless mobile telecommunications technology, succeeding 3G. Potential and current applications include amended mobile web access, IP telephony, gaming services, high-definition mobile TV, video conferencing, and 3D television

Active Directory

Active Directory (AD) is a directory service that Microsoft developed for Windows domain networks. It is included in most Windows Server operating systems as a set of processes and services. Initially, Active Directory was only in charge of centralized domain management. Starting with Windows Server 2008, however, Active Directory became an umbrella title for a broad range of directory-based identity-related services.

AES

Advanced Encryption Standard (AES) is an encryption algorithm for securing sensitive but unclassified material by U.S. Government agencies and, as a likely consequence, may eventually become the de facto encryption standard for commercial transactions in the private sector.

AGILE

Agile is an iterative approach to project management and software development that helps teams deliver value to their customers faster.

Anti-Virus

Software that is designed to detect, stop and remove viruses and other kinds of malicious software.

AI

Artificial intelligence (AI) is wide-ranging branch of computer science concerned with building smart machines capable of performing tasks that typically require human intelligence.

API

Application Programming Interface (API) - Is an interface to a computer operating system or software program that gives other programs access to functions similar to those offered to users through a graphical user interface.

Authentication

Verifying the identity of a user, process or device as a prerequisite to allowing access to resources in a system.

Availability

The assurance that systems and information are accessible and useable by authorised entities when required.

Backup

In information technology, a backup, or data backup is a copy of computer data taken and stored elsewhere so that it may be used to restore the original after a data loss event.



Bandwidth

Commonly used to mean the capacity of a communication channel to pass data through the channel in a specified amount of time. Usually expressed in bits per second.

CAL

A Client Access License (CAL) is a license granting access to certain Microsoft server software. CALs are used in conjunction with Microsoft Server software licenses to allow Users and Devices to access and utilise the services of that server software.

Cloud Computing

A type of Internet-based computing that provides shared computer processing resources and data to computers and other devices on demand. It is a model for enabling ubiquitous, on-demand access to a shared pool of configurable computing resources which can be rapidly provisioned and released with minimal management effort.

CMS

A content management system (CMS) is a computer application that supports the creation and modification of digital content using a simple interface to abstract away low-level details unless required, usually supporting multiple users working in a collaborative environment.

Content filtering

The process of monitoring communications such as email and web pages, analysing them for suspicious content, and preventing the delivery of suspicious content to users.

CPU

A central processing unit (CPU) is the electronic circuitry within a computer that carries out the instructions of a computer program by performing the basic arithmetic, logical, control and input/output (I/O) operations specified by the instructions.

CRM

Customer relationship management (CRM) is a term that refers to practices, strategies and technologies that companies use to manage and analyze customer interactions and data throughout the customer lifecycle, with the goal of improving business relationships with customers.

Deep Packet Inspection

Deep packet inspection (DPI) is a technology which allows a firewall device to classify passing traffic based on rules that not only include information about layer 3 and layer 4 contents of the packet, but also include information that describes the contents of the packet's payload – including the application data (for example, an FTP session, or a HTTP Web browser session, or even a middleware database connection).

DHCP

Dynamic Host Configuration Protocol (DHCP) is a communications protocol that lets network administrators manage centrally and automate the assignment of Internet Protocol (IP) addresses in an organisation's network.

DNS

The domain name system (DNS) is the way that Internet domain names are located and translated into Internet Protocol addresses. A domain name is a meaningful and easy-to-remember "handle" for an Internet address for example www.focusnetworks.com.au.



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Device Driver

A device driver is a small program that allows a peripheral device such as a printer or scanner to connect to your computer.

Domain

A domain name is an identification string that defines a realm of administrative autonomy, authority, or control on the Internet. Domain names are formed by the rules and procedures of the Domain Name System (DNS). Domain names are used in various networking contexts and application-specific naming and addressing purposes.

Disaster Recovery

Disaster recovery (DR) involves a set of policies and procedures to enable the recovery or continuation of vital technology infrastructure and systems following a natural or human-induced disaster. Disaster recovery focuses on the IT or technology systems supporting critical business functions.

Encryption

Encryption is the process of converting electronic data to an unrecognisable or encrypted form, one that cannot be easily understood by unauthorised parties.

Ethernet

Ethernet is the most widely installed local area network LAN technology. An Ethernet LAN used to use coaxial cable but these days uses special grades of twisted pair wires.

Fibre

An optical fibre is a flexible, transparent fibre made by drawing glass (silica) or plastic to a diameter slightly thicker than that of a human hair. Optical fibres are used most often as a means to transmit light between the two ends of the fibre and find wide usage in fibre-optic communications, where they permit transmission over longer distances and at higher bandwidths (data rates) than wire cables.

Firewall

A firewall is a set of related programs, located at a network gateway that protects the resources of a private network from users from other networks. The term also implies the security policy that is used with the programs. Generally speaking a firewall is a hardware device.

Firmware

Software program or set of instructions programmed on the flash ROM of a hardware device. It provides the necessary instructions for how the device communicates with the other computer hardware.

GAS

Gateway anti-spyware (GAS) is a signature-based security solution that provides dynamic spyware protection at the perimeter of your network. The service blocks the installation of malicious spyware at the gateway and disrupts background communications from existing spyware programs that transmit confidential data.

GAV

Gateway anti-virus (GAV) is a signature-based security solution that provides protection at the perimeter of your network. They are your first line of defense, scanning inbound and outbound traffic to identify and block malicious threats before they can enter your network.



GIS

A geographic information system (GIS) is a computer system for capturing, storing, checking, and displaying data related to positions on Earth's surface. GIS can show many different kinds of data on one map. This enables people to more easily see, analyze, and understand patterns and relationships.

Group Policy

Group Policy is a feature of the Microsoft Windows NT family of operating systems that controls the working environment of user accounts and computer accounts. Group Policy provides the centralized management and configuration of operating systems, applications, and users' settings in an Active Directory environment.

HDD

A hard disk drive (HDD), hard disk, hard drive or fixed disk is a data storage device used for storing and retrieving digital information using one or more rigid rapidly rotating disks (platters) coated with magnetic material.

Hybrid cloud

A composition of two or more clouds (private, community or public) that remain distinct entities but are bound together, offering the benefits of multiple deployment models. Hybrid cloud can also mean the ability to connect collocation, managed and/or dedicated services with cloud resources.

ICT

Information and communications technology (ICT) is an extended term for information technology (IT) which stresses the role of unified communication and the integration of telecommunications (telephone lines and wireless signals), computers as well as necessary enterprise software, middleware, storage, and audio-visual systems, which enable users to access, store, transmit, and manipulate information.

Incident Response Plan

The documentation of a predetermined set of instructions or procedures to detect, respond to, and limit consequences of a malicious cyber-attacks against an organisation's information systems.

IP Address

An IP address is a 32-bit number that identifies each sender or receiver of information that is sent in packets across the network or Internet. The IP address has two parts: the identifier of a particular network on the Internet and an identifier of the particular device within that network. Due to the enormous growth of the Internet and the predicted depletion of available addresses, a new addressing system (IPv6), using 128 bits for the address, was developed in 1995.

IPS

Intrusion Prevention Service (IPS) is a pre-emptive approach to network security used to identify potential threats and respond to them swiftly. However, because an exploit may be carried out very quickly after the attacker gains access, intrusion prevention systems also have the ability to take immediate action, based on a set of rules established by the network administrator.

ISP

An ISP (Internet service provider) is a company that provides individuals and other companies' access to the Internet and other related services such as Web site building and virtual hosting. An ISP has the equipment and the telecommunication line access required to have a point-of-presence on the Internet for the geographic area served.

ITIL



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Information Technology Infrastructure Library (ITIL) - An initiative developed by the Central Computing and Telecommunications Agency consultancy for the government of the United Kingdom. It offers a set of best practices in 24 service delivery and IT service support areas, including help desk, problem management, change management, software distribution and cost control.

HTTP

The Hypertext Transfer Protocol (HTTP) is the set of rules for exchanging files (text, graphic images, sound, video, and other multimedia files) on the World Wide Web. By default, HTTP operates on port 80.

LAN

A local area network (LAN) is a group of computers and associated devices that share a common communications line and typically share the resources of a single processor or server within a small geographic area (for example, within an office building).

Latency

Sometimes called lag, is the term used to describe delays in communication over a network.

Load Balancing

Load balancing allows the enabling of an interface as a secondary WAN port. The primary and secondary WAN ports are used in a more dynamic active/active setup, where the outbound traffic is divided to flow out between the primary WAN port and the secondary WAN port.

Malware

Malware (for "malicious software") is any program or file that is harmful to a computer user. Thus, malware includes computer viruses, worms, Trojans, and also spyware, programming that gathers information about a computer user without permission.

Mbps

Mbps stands for millions of bits per second or megabits per second and is a measure of bandwidth (the total information flow over a given time) on a telecommunications medium. Depending on the medium and the transmission method, bandwidth is also sometimes measured in the Kbps (thousands of bits or kilobits per second) range or the Gbps (billions of bits or gigabits per second) range.

MTO

The maximum tolerable outage is the amount of time the critical business functions may be without the support of IT systems and applications before business operations are severely impacted. The MTO encompasses all activities from point of impact to point of recovery.

NAS

Network-attached storage (NAS) is a file-level computer data storage server connected to a computer network providing data access to a heterogeneous group of clients. NAS is specialised for serving files either by its hardware, software, or configuration. It is often manufactured as a computer appliance – a purpose-built specialised computer.

NAT

Network Address Translation (NAT) is the translation of an Internet Protocol address IP Address used within one network to a different IP address known within another network. One network is designated the inside network and the other is the outside.



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NBN

The National Broadband Network (NBN) is an Australian national wholesale-only, open-access data network. It is based on the premise that access to fixed line, wireless and satellite broadband connections are sold to retail service providers (RSPs), who then sell internet access and other services to consumers.

NTFS

NT File System (sometimes New Technology File System) is the file system that the Windows NT operating system uses for storing and retrieving files on a hard disk. NTFS is the Windows NT equivalent of the Windows 95 file allocation table (FAT) and the OS/2 High Performance File System (HPFS).

On-premises

Software is installed and runs on computers on the premises (in the building) rather than at a remote facility such as a server farm or cloud. On-premises software is sometimes referred to as "shrinkwrap" software, and off-premises software is commonly called "software as a service".

PoE

Power over Ethernet (PoE) is the process of transmitting power to the target device at the end of an Ethernet cable by carrying power in the unused 4/5 and 7/8 wires. It enables access points and other remote devices to be installed where there is no power outlet.

Port

A port referred to in TCP/IP and UDP networks, is an endpoint to a logical connection. The port number identifies what type of port it is. For example, port 80 is used for HTTP traffic. Ports on a system can be left open for an incoming connection or closed to restrict unwanted access.

RAID

RAID (originally redundant array of inexpensive disks, now commonly array of independent disks) is a data storage virtualization technology that combines multiple physical disk drive components into a single logical unit for the purposes of data redundancy, performance improvement, or both.

RADIUS

Remote Authentication Dial-In User Service - A security protocol used to transport passwords between the access device and the authentication server.

RAM

Random-access memory (RAM) is a form of computer data storage. A random-access memory device allows data items to be read or written in almost the same amount of time irrespective of the physical location of data inside the memory

Ransomware

A computer malware that installs covertly on a victim's computer, executes a cryptovirology attack that adversely affects it, and demands a ransom payment to restore it. Simple ransomware may lock the system in a way which is not difficult for a knowledgeable person to reverse, and display a message requesting payment to unlock it.

RDP

Remote Desktop Protocol (RDP) is a proprietary protocol developed by Microsoft, which provides a user with a graphical interface to connect to another computer over a network connection.



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Router

On the Internet, a router is a device or, in some cases, software in a computer, that determines the next network point to which a packet should be forwarded toward its destination. The router is connected to at least two networks and decides which way to send each information packet based on its current understanding of the state of the networks it is connected to.

RPO

The point in time to which systems and data must be recovered after an outage (e.g., end of the previous day's processing). RPOs are often used as the basis for the development of backup strategies.

RTO

The period of time within which systems, applications or functions must be recovered after a disaster declaration (e.g. one business day). RTOs are often used to determine whether or not to implement the recovery strategies/plan.

SAN

A storage area network (SAN) is a network which provides access to consolidated, block level data storage. SANs are primarily used to enhance storage devices so that the devices appear to the operating system as locally attached devices. A SAN typically has its own network of storage devices that are generally not accessible through the local area network (LAN) by other devices.

SAS

Serial Attached SCSI (SAS) is a point-to-point serial protocol that moves data to and from computer storage devices such as hard drives and tape drives. SAS replaces the older Parallel SCSI (Small Computer System Interface, usually pronounced "scuzzy") bus technology that first appeared in the mid-1980s.

SFF

A small form factor (SFF) is a computer form factor designed to minimize the volume of a desktop computer. In some cases, this term can be used to describe physical hard disks that are smaller than the standard 3.5" hard drives.

SIP

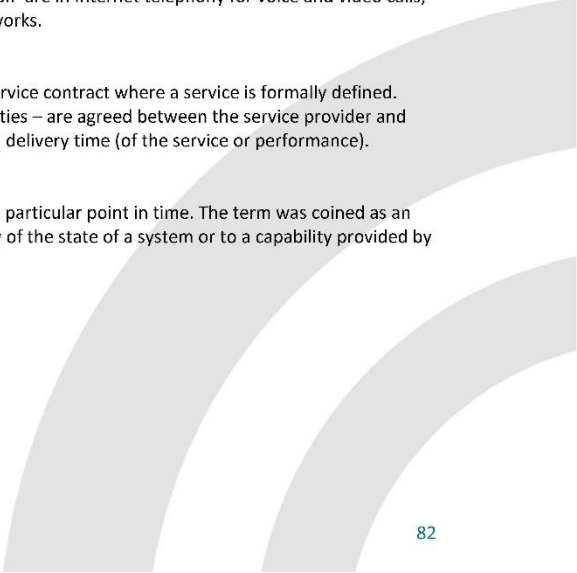
The Session Initiation Protocol (SIP) is a communications protocol for signaling and controlling multimedia communication sessions. The most common applications of SIP are in Internet telephony for voice and video calls, as well as instant messaging, over Internet Protocol (IP) networks.

SLA

A service-level agreement (SLA) is a part of a standardised service contract where a service is formally defined. Particular aspects of the service – scope, quality, responsibilities – are agreed between the service provider and the service user. A common feature of an SLA is a contracted delivery time (of the service or performance).

Snapshot

In computer systems, a snapshot is the state of a system at a particular point in time. The term was coined as an analogy to that in photography. It can refer to an actual copy of the state of a system or to a capability provided by certain systems.



SNMP

Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks. Devices that typically support SNMP include routers, switches and servers. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention.

SOE

Standard Operating Environment is a specification for a using a standard architecture and applications within an organisation. There is no industry-wide SOE standardisation, however organisations would usually deploy standard disks, operating systems, computer hardware (with the same configurations), and standard applications and software

Spyware

Spyware is any technology that aids in gathering information about a person or organisation without their knowledge. On the Internet (where it is sometimes called a spybot or tracking software), spyware is programming that is put in someone's computer to secretly gather information about the user and relay it to advertisers or other interested parties.

SQL

Structured Query Language (SQL) is a special-purpose programming language designed for managing data held in a relational database management system (RDBMS), or for stream processing in a relational data stream management system (RDSMS).

SSD

Like a memory stick, there are no moving parts to an Solid State Disk (SSD.) Rather, information is stored in microchips. Conversely, a hard disk drive uses a mechanical arm with a read/write head to move around and read information from the right location on a storage platter. This difference is what makes SSD so much faster.

SSO

Single sign-on (SSO) is a property of access control of multiple related, but independent software systems. With this property a user logs in with a single ID and password to gain access to a connected system or systems without using different usernames or passwords, or in some configurations seamlessly sign on at each system.

Switch

In telecommunications, a switch is a network device that selects a path or circuit for sending a unit of data to its next destination. A switch may also include the function of the router, a device or program that can determine the route and specifically what adjacent network point the data should be sent to.

Trojan

A Trojan is a program in which malicious or harmful code is contained inside apparently harmless programming or data in such a way that it can get control and do its chosen form of damage, such as ruining the file allocation table on your hard disk.

UAT

In software development, **user acceptance testing (UAT)** - also called beta testing, application testing, and end user testing - is a phase of software development in which the software is tested in the "real world" by the intended audience.



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UPS

An uninterruptable power supply (UPS) is a power supply that includes a battery to maintain power in the event of a power outage. Typically, a UPS keeps a computer running for several minutes after a power outage, gracefully shuts down the computer and powers it back on when the power is restored.

Virtual Machine

A virtual machine (VM) is a software implementation of a machine (i.e. a computer) that executes programs like a physical machine. Virtual machines are separated into two major categories, based on their use and degree of correspondence to any real machine. Multiple OS environments can co-exist on the same computer, in strong isolation from each other.

VoIP

VoIP (voice over IP - that is, voice delivered using the Internet Protocol) is a term used in IP telephony for a set of facilities for managing the delivery of voice information using the Internet Protocol (IP). In general, this means sending voice information in digital form in discrete packets rather than in the traditional circuit-committed protocols of the public switched telephone network (PSTN).

VPN

A VPN (virtual private network) is a way to use a public telecommunication infrastructure, such as the Internet, to provide remote offices or individual users with secure access to their organisation's network.

WAN

A wide area network (WAN) is a geographically dispersed telecommunications network. The term distinguishes a broader telecommunication structure from a local area network.

WAN Failover

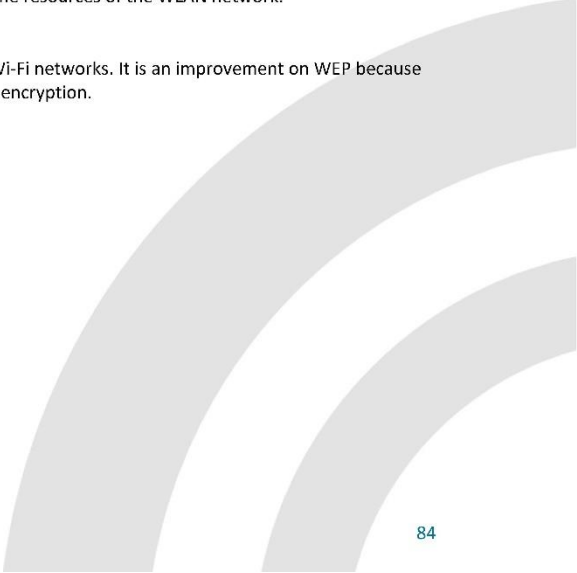
WAN failover allows the enabling of an interface as a secondary or backup WAN port. The secondary WAN port can be used in a simple active/passive setup, where traffic is only routed through the secondary WAN port if the primary WAN port is down and/or unavailable.

WiFi

A technology that allows electronic devices to connect to a wireless LAN (WLAN) network, mainly using the 2.4 gigahertz (12 cm) UHF and 5 gigahertz (6 cm) SHF ISM radio bands. A WLAN is usually password protected, but may be open, which allows any device within its range to access the resources of the WLAN network.

WPA

Wi-Fi protected access (WPA) is a security protocol used in Wi-Fi networks. It is an improvement on WEP because it offers greater protection through more sophisticated data encryption.



8 CLOSURE

There being no further business, the Presiding Member declared the meeting closed at 7.47pm.

*I hereby certify that the Minutes of the special meeting of the **Council** of the Town of East Fremantle, held on **25 January 2022**, Minute Book reference **1. to 8.** were confirmed at the meeting of the Council on*

15 FEBRUARY 2022



Presiding Member