



City of **Perth**

Notes

Agenda Briefing Session

15 February 2022

Approved for release

Michelle Reynolds

Chief Executive Officer

18 February 2022

Information

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1. Declaration of Opening

The Presiding Member declared the Agenda Briefing Session for the City of Perth open at 5.00pm.

2. Acknowledgement of Country/Prayer

The Presiding Member gave an Acknowledgement of Country:

I respectfully acknowledge the Traditional Owners of the land on which we meet, the Whadjuk Nyoongar people of Western Australia, and pay my respects to Elders past and present. It is a privilege to be standing on Whadjuk Nyoongar country.

The Chief Executive Officer recited a prayer:

Almighty God, under whose providence we hold responsibility for this City grant us wisdom to understand its present needs, foresight to anticipate its future growth, and grace to serve our fellow citizens with integrity and selfless devotion. And to Thee, be all blessing and glory forever. Amen.

3. Attendance

Members in Attendance

Lord Mayor	Basil Zempilas
Deputy Lord Mayor	Di Bain
Councillors	Sandy Anghie
	Clyde Bevan
	Brent Fleeton
	Liam Gobbert
	Catherine Lezer

Officers in Attendance

Chief Executive Officer	Michelle Reynolds
General Manager Community Development	Kylie Johnson
General Manager Infrastructure and Operations	Allan Mason
General Manager Planning and Economic Development	Dale Page
Acting General Manager Commercial Services	Nathan Ahern
Acting General Manager Corporate Services	Melissa Murphy
Acting Executive Director Governance and Strategy	Bronwyn Rose
Project Director Strategic Finance (CFO)	Michael Kent
Acting Alliance Manager Governance	Siobhan Rippington
Governance Officer	Kait Hedley

Public Gallery

There were approximately two members of the public, three staff and no media in the gallery.

3.1 Apologies

Councillor Rebecca Gordon

3.2 Leave of Absence

Councillor Viktor Ko

3.3 Applications for Leave of Absence

This item will be dealt with at the Ordinary Council Meeting.

4. Announcements by the Lord Mayor

Nil.

5. Public Participation

5.1 Public Questions

This item will be dealt with at the Ordinary Council Meeting.

5.2 Deputations

5.2.1 Ross Tapper representing Targa West Pty Ltd in relation to Item 12.1

6. Disclosures of Interests

Name	Deputy Lord Mayor Di Bain
Item number and title	15.3 Appointment of Audit and Risk Committee Independent Member(s)
Nature of interest	Impartiality
Interest description	<i>'Candidate One is known to me'</i>

Name	Councillor Catherine Lezer
Item number and title	18.1 Perth Concert Hall (Cash Backed) Reserve – Request to Release Funds
Nature of interest	Proximity
Interest description	<i>'As the Perth Concert Hall is located directly across the road from a property I jointly own'.</i>

Name	Deputy Lord Mayor Di Bain
Item number and title	18.1 Perth Concert Hall (Cash Backed) Reserve – Request to Release Funds
Nature of interest	Impartiality

Interest description	<i>'I represent the City on the Perth Theatre Trust'.</i>
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Name	Councillor Anghie
Item number and title	18.1 Perth Concert Hall (Cash Backed) Reserve – Request to Release Funds
Nature of interest	Impartiality
Interest description	<i>'I represent the City on the Perth Theatre Trust'.</i>

Name	Councillor Bevan
Item number and title	18.1 Perth Concert Hall (Cash Backed) Reserve – Request to Release Funds
Nature of interest	Impartiality
Interest description	<i>'I represent the City on the Perth Theatre Trust'.</i>

7. Confirmation of Minutes

This item will be dealt with at the Ordinary Council Meeting.

8. Questions by Members which due Notice has been Given

This item will be dealt with at the Ordinary Council Meeting.

9. Correspondence

This item will be dealt with at the Ordinary Council Meeting.

10. Petitions

This item will be dealt with at the Ordinary Council Meeting.

Reports

A series of questions were raised by elected members on the following items. A Register of the questions and responses are located at the end of these Notes as an Appendix.

The live streamed recording of this Agenda Briefing Session is available on the City's website.

11. Planning and Economic Development Alliance Reports

Nil.

The following Item 12.1 was the subject of a deputation.

12. Community Development Alliance Reports

12.1 Events Sponsorship 2021/22 (Round 2)

13. Infrastructure and Operations Alliance Reports

13.1 Variation to Contract 0075/21 - Safety Bollard Installation

14. Corporate Services Reports

14.1 Monthly Financial Report - November 2021

14.2 Schedule of Accounts Paid - November 2021

14.3 Monthly Financial Report - December 2021

14.4 Schedule of Accounts Paid - December 2021

14.5 Mid Year Statutory Budget Review

14.6 Corporate Business Plan Quarterly Report 2

15. Chief Executive Officer Reports

5.30pm *The General Manager Planning and Economic Development left the meeting during Item 15.1.*

15.1 Local Government Act Reform - City of Perth Submission

15.2 Inquiry into the City of Perth Recommendations - Quarterly Progress Update

Deputy Lord Mayor Bain disclosed an Impartiality Interest in Item 15.3 (as detailed in Item 6).

5.33pm *The General Manager Planning and Economic Development returned to the meeting during Item 15.3.*

15.3 Appointment of Audit and Risk Committee Independent Member(s)

16. Committee Reports

The Lord Mayor advised that the items referred from the Policy and Legislation Committee at its meeting held 14 February 2022 will be included on the Agenda for next week's Ordinary Council Meeting.

17. Motions of which Previous Notice has been Given

This item will be dealt with at the Ordinary Council Meeting.

18. Matters for which the meeting may be closed

Councillor Lezer disclosed a proximity interest in Item 18.1 (as detailed in Item 6). As there were no questions on this Item, Councillor Lezer was not required to depart the Chamber.

Deputy Lord Mayor Bain, Councillor Bevan and Councillor Anghie disclosed an Impartiality Interest in Item 18.1

In accordance with Section 5.23(2)(c) and Section 5.23(2)(d) of the Local Government Act 1995, the following Item 18.1 is confidential.

18.1 Perth Concert Hall (Cash Backed) Reserve - Request to Release Funds

19. Urgent Business

This item will be dealt with at the Ordinary Council Meeting.

20. Closure

There being no further business, the Presiding Member declared the meeting closed at 5.34pm.

21 Appendix-Question and Response Register

12.1– Events Sponsorship 2021/22 (Round 2)

	Councillor	General Manager	Question	Response
1.	Cr Fleeton	GM Community Development	Have we written into all of our sponsorship arrangements that if COVID restrictions from the State Government cause the event to be cancelled, or the event organisers make a decision themselves citing COVID, that ratepayers are protected and we don't have to pay?	All agreements have provision for cancellation including due to COVID-19. In the event of cancellation where sponsorship funds have already been paid by the City, the City expects event organisers to exercise reasonable efforts to recover funds spent and return any of the recoverable or unspent funds. Milestone payments are used to minimise the City's exposure for funding arrangements over \$10k.
2.	Cr Fleeton	GM Community Development	Can I please have some clarification, does this mean if there is actual health directive to cancel the event or if the organization thinks that it is too hard to continue with the event?	In terms of provisions for cancellation there are specific clauses in the funding arrangements. The City tries to work proactively with proponents. We take a very pragmatic and partnership approach in how we can resolve matters. There is a degree of discretion, we use milestone payments and use our normal acquittal process to try and mitigate that risk. Sponsorship cancellation and related clauses are available here.
3.	Cr Fleeton	GM Community Development	In the report, on multiple applications, I see reference to \$51k in City fees. Does this mean we give them ratepayer funds to then transfer back to us? Can't we save the administration and just wipe the fees?	There is an actual cost to the City for facilitating events through activity approvals such as waste management, power usage, and cleaning of facilities. This approach allows the City to transparently document what we are subsidising for event organisers.

4.	Cr Anghie	GM Community Development	Given that there is a high chance that some events will have to be cancelled this year, is the panel considering that in their assessment of applications this year and has the criteria been tweaked given that we are operating in a completely different environment this year?	<p>In terms of the provisions for setting up the events there are components like COVID arrangements that are part of our event information that is provided, and you will note in some of the application comments in the report that submissions have put in requests for additional COVID mitigations.</p> <p>We take each application on merit based on not knowing what the circumstances will be as the year unfolds.</p>
5.	Lord Mayor	GM Community Development	In relation to Application H (RSL WA for ANZAC day 2022), \$100,000 is the recommended amount then \$10,000 conditional delivery for equity and diversity inclusion consideration including engagement of Aboriginal and Torres Strait Island peoples. That \$10,000 specifically, is that what we are looking to ensure is part of the program of events?	Yes, effectively we want to work in partnership once the decision by Council is made to look at all types of opportunities. Whether that's Welcome to Country or any other arrangements that may demonstrate inclusion and diversity. The recommendation rationale notes that the application demonstrated minimal consideration for the level of funding requested in this regard. That was the reason including \$10,000 separately with the aim to work with the group.
6.	Lord Mayor	GM Community Development	If ANZAC wasn't to go ahead what happens to that money?	As it is over \$10,000 funding, milestone payments have been included. We work with the groups to make sure we mitigate as much as possible. Organisations are asked to be pragmatic and if changes happen, they are asked to demonstrate what have been spent in sunk costs that cannot be recovered. They are also requested to take a proactive approach in trying to recover any costs where able .

7.	Cr Fleeton	GM Community Development	What are the sunk costs? Last year it was cancelled I would imagine that a lot of the costs they would occur straight away. Are we going to transfer \$100,000 straight to them?	ANZAC Day 2021 was treated as a donation, not a sponsorship application. No costs applicable to the City of Perth support had been incurred at the point of cancellation and as such, no payment was made. For a sponsorship of this size milestone payments would be incorporated.
8.	Cr Fleeton	GM Community Development	If they say no to \$10,000 then we are going to pay \$100,000 and they don't have to do Welcome to Country?	Correct, that is the way the recommendation is framed.
9.	Cr Bevan	GM Community Development	Are there other local government contributions or other government agency contributions to this event?	<p>Targa West has sponsorship support from the following:</p> <ul style="list-style-type: none"> • Shannons Insurance • Forch Australia • Midland Toyota • Go Gear, and • Storage King • LGA's along the route of the main event (TW did not specify) <p>To be confirmed sponsors:</p> <ul style="list-style-type: none"> • Heathway (long term sponsor of TW) • 1800-got-junk • Collectingcars.com • 96fm

13.1– Variation to Contract 0075/21 -Safety Bollard Installation

	Councillor	General Manager	Question	Response
1.	Cr Fleeton	GM Infrastructure and Operations	Can someone from the administration please explain the context more clearly for me in relation to Background point 4? Why was there a budget shortfall?	<p>There are 2 contributing factors for budget shortfall:</p> <ol style="list-style-type: none">1. The Bollards in Target Lane were initially proposed to be manually operated, but owner feedback for automatic bollards to maintain integrated access with Murray Street Mall was preferred.2. In addition, the bollard footing designs required modification from the standard detail to avoid underground services located within the footprint of the works.

14.1– Monthly Financial Report – November 2021

	Councillor	General Manager	Question	Response
1.	Cr Fleeton	CFO	Discussion point 14 with the table, shows \$424k unfavourable variance in rates collected then point 33 shows \$17.7m in rates still outstanding plus ESL + waste charges. Can Michael please explain the table on 14 and then 33 comments?	<p>The \$424K unfavourable variance relates to rates levied being reduced by interim adjustments to GRVs and concessions for heritage etc.</p> <p>The reference to \$17.7M relates to rates expected to be collected in the next instalment between now and June.</p> <p>The collections to date are on par with previous years.</p>
2.	Cr Fleeton	CFO	Other expenses is listed at 4.4% unfavourable - what is in this category?	<p>Transactions for the period ending November are: Perth Concert Hall Operating Subsidy (\$240K), Jones Lang Lasalle WA Pty LTD Forrest Chase contribution (\$379K). Essentially the variance is a timing difference. The overall Other Expenses budget also includes sponsorships.</p>
3.	Cr Fleeton	CFO Acting Commercial Services GM	Page 38 - Note 7 - the paper has a comment that there is an unfavourable movement due to lower than expected parking fines. How does the city forecast expected income from parking fines each year?	<p>Parking infringement revenue is budgeted based upon historical performance and the available staff. The number of infringements and associated parking revenue correlates to the number of Parking Information Officers. There are currently vacancies in this area.</p>

	Councillor	General Manager	Question	Response
4.	Cr Fleeton	CFO GM Infrastructure and Operations	Note 11 - How much has the city made from the container deposit scheme?	<p>The container deposit scheme (CDS) commenced in October 2020.</p> <p>Income: \$230K (Oct 2020 – June 2021), \$315K (July 2021 to current).</p> <p>Average monthly CDS income increased by 80% (25K to 45K) since its operation in late 2020.</p> <p>Further promotion is progressing to improve community awareness and increase volumes and hence revenues.</p>
5.	Cr Fleeton	CFO Acting Corporate Services GM	Note 12 - the report mentions potential backpay regarding ongoing EBA negotiations - what's the forecasted amount we will need to find to meet this backpay liability - depending on what's agreed of course, so as an example if the new EBA lands on a 2% increase = what will ratepayers need to find this FY to backpay, 3% = same info please.	<p>A prudent provision has been made in a cash backed reserve for this purpose this year so that ratepayers will not have to find 'additional' funding for that next year. Allowance has also been made for the anticipated increase in the LTFP.</p> <p>The actual dollars are not quoted in this response as that may be prejudicial to EBA negotiations. The City is currently benchmarking across the sector to inform future EBA negotiations.</p>
6.	Cr Fleeton	CFO Acting Commercial Services GM	Note 14 - What is the carbon offset program in the parking business and what does it cost, what are the details etc?	<p>The program aims to offset emissions associated with City's commercial parking activities and to preserve carbon rights in City's ownership.</p> <p>Project commenced in 2008 and completed in 2012. Total initial project cost: 795K. 40-year land annuity, maintenance cost: \$1.3M.</p> <p>The contract term is 40 years.</p>

	Councillor	General Manager	Question	Response
				This is best addressed in a separate CIBN.
7.	Cr Fleeton	CFO Acting Commercial Services GM	Note 14 – Is the carbon offset program CIBN in drafting now? And an expected date?	The CIBN is expected to be completed by the end of next week.
8.	Cr Fleeton	CFO GM Infrastructure and Operations	Note 20 - am I right in reading it that we paid 17.8% more in fuel for the period than we expected in the budget? In setting the next budget, how do we set that fuel price over the course of the year?	Fuel price volatility increased significantly after the budget was formulated in 2020. The budget is formulated using the average use over the previous 3 years and based on the latest fuel price information available at the time the budget is developed. Fuel consumption is as expected.
9.	Cr Fleeton	CFO Acting Commercial Services GM	Note 27 - does the State Government force us to pay for our PPL liability upfront? I appreciate all the work Nathan Ahern does to get us money back throughout the year in closing unused bays and in requesting refunds for on-street bays which may have changed etc, I am just wondering if there's a better way of paying out \$18m at the start of the FY then clawing this back over the year and recouping the tax liability through the parking fees. I see this as a big risk - it's like paying income tax first on a certain threshold, then losing your job or moving to a new job with a lower pay then having to ask for the tax back. What I am getting at, is there a better way to reduce our tax liability knowing how the DOT works in this area?	The parking levy is required to be paid in advance each year under the Perth Parking Management Act. The City receives two invoices - one for on-street parking bays and one for off street payable in July and August each year. The City can then claim a rebate on any bays that are not used during the ensuing year.
10.	Cr Fleeton	GM Infrastructure and Operations	Page 49 - legal service fees linked to CBD transport projects - what is this for?	These costs relate to legal review of the Funding Agreements established between the State and the City

	Councillor	General Manager	Question	Response
				for the delivery of the CBD transport projects as part of the Perth City Deal.
11.	Cr Fleton	CFO Acting Corporate Services GM	A question overall re: resourcing in terms of staff - there are a number of vacancies listed in the report as a reason for unspent funds. Across the organisation, of all the vacancies, what are some critical roles that we are trying to fill that we just can't at the moment due to the market?	<p>Critical roles are:</p> <p>Planning & Economic Development</p> <ul style="list-style-type: none"> • Traffic Modeller • Senior Transport Planner • Senior Transport Engineer • Statutory Planner • Principal Urban Planner – Strategy • Cultural Heritage Planner <p>Community Development</p> <ul style="list-style-type: none"> • D50 – Aboriginal Engagement Officers • Rangers <p>Infrastructure and Operations</p> <ul style="list-style-type: none"> • Civil Engineers • Project Managers • Waste & Cleaning Operators (waste truck drivers) • Parks Operators • Drainage Maintenance Operators • Carpenters <p>CEO Office</p> <ul style="list-style-type: none"> • Governance Advisor • Communications Specialists <p>Corporate Services</p>

	Councillor	General Manager	Question	Response
				<ul style="list-style-type: none"> • Employment Relations Advisor • Work Health and Safety Advisors • Payroll Officers • Solutions Architect (ICT)
12.	Cr Fleeton	CFO	Page 52 - there is a comment re: interest rates being lower than budget expectations which explains a \$580k variance in the budget on what we expected in return for ratepayers. Q: where in our budget did we forecast interest rates going up between July 1 2021 and this report?	<p>Interest rates were not forecast to go up at all during this financial year. Interest revenue has been impacted by further reductions in interest rates since July and a reluctance to accept deposit funds by financial institutions. Like other local governments, the City is being offered very moderate rates.</p> <p>It is also acknowledged that the Reserve fund interest calculation in the budget was, with the benefit of hindsight, over-estimated.</p>
13.	Cr Fleeton	CFO	Is this what the bank is offering us? The interest rates haven't moved its just the bank doesn't want our money is that right?	Yes that is correct, it relates to the rates that the banks are prepared to offer us.
14.	Cr Fleeton	CFO Acting Corporate Services GM	Page 53 - notes re: complexity of a tender preparation related to IT. What was the complexity, and how long has it been delayed?	<p>The complexity of the tender related to the expertise of staff required to plan for and evaluate the procurement process which included new switching technology. The procurement spanned three service units, those being Community Safety & Amenity, City Parking and ICT. The staff involved with the procurement perform BAU roles which cannot be easily backfilled.</p> <p>The contract was awarded in early February 2022 with the vendor undertaking to deliver the equipment to the City in early May in line with the CBP deadline. The vendor and equipment manufacturer are working</p>

	Councillor	General Manager	Question	Response
				together to provide updates on the equipment delivery date noting supply chain delays in this area.
15.	Cr Fleeton	CFO GM Community Development	Page 58 - mentions City of Light. As this is in the event management section, is this the drone show? Overall, how much have we spent on the City of Light re-branding exercise to date with our new consultants?	<p>A budget of \$175,000 is allocated to the City of Light 60th Anniversary Drone Show. The event was approved by Council on 26 October 2021 as part of the Signature Events Plan 2021/22.</p> <p>A budget of \$150,000 is allocated to the brand creative and style guide. It is anticipated that the budget will be fully expended.</p>
16.	Cr Fleeton	CFO	Page 67 - WACA contribution of \$5m for this FY has a comment saying this is no longer a capital contribution, this will be an operating contribution which will be submitted at Budget review. Can the city please elaborate?	<p>The WACA Aquatic facility was initially budgeted as a capital expense. Because the City is now making only a cash contribution and that does not result in a City owned / controlled asset the entire \$25M over 3 years will need to be reflected as operating expenses. This is an accounting treatment that the City is obliged to follow.</p> <p>There is no cashflow impact or change to the overall budget required.</p>
17.	Cr Fleeton	CFO	Page 70 - have we lost \$622k off our books because of an accounting treatment re Railway Forecourt - was this when we gave it back for PTA to police re: safety issues?	\$622K is associated asset disposal of railway forecourt to the Public Transport Authority as per management order from Department of Planning, Lands and Heritage, and as approved by Council - Item 14.5, December 2020 to facilitate functions of their transit guards.
18.	Cr Fleeton	GM Infrastructure and Operations	Page 72 - How much is the clean machine expected to cost per year? Is that just the equipment and consumables for cleaning?	<p>Materials \$1,787 per annum</p> <p>Charging costs \$594 per annum</p>

	Councillor	General Manager	Question	Response
				<p>Staff costs \$58,275</p> <p>Overtime \$6,317</p> <p>Total Annual Operating cost \$66,973 (total does not include staff on-cost).</p>
19.	Cr Fleton	CFO	Page 86 - City investments - Colonial First State Share fund - units held 30 Nov = higher than units held in July. Are we re-investing 100% of dividends and buying more units? Under the grandfather arrangements, is this allowed?	<p>The City does not invest earnings to 'buy' any new units in the fund as that is not allowed under the grandfathering provisions.</p> <p>However, the City has a legacy arrangement where approximately 50% of the standard management fee is rebated back to us in units. Hence, the number of units increases slightly over time.</p>
20.	Cr Fleton	CFO	Page 91 - Am I right in saying that last financial year we only had 2 on payment arrangements for overdue rates, now we have 132?	<p>There are two continuing Financial Hardship arrangements (COVID specific legislation) this year of the seventeen applications made last year. The other fifteen have been cleared.</p> <p>The City also works with ratepayers facing financial difficulties to develop alternative payment plans on an ongoing basis. These are different to those noted in the previous paragraph. Currently there are 132 arrangements of this type that are active and being conducted in accordance with the agreed payment plans.</p> <p>The number of arrangements varies from year to year - but this number is less than last year.</p>

	Councillor	General Manager	Question	Response
21.	Cr Fleeton	CFO Acting ED Governance and Strategy	Page 99 - personal details of a contractor and their pay seem to have been listed - unsure if this is the right thing to do re: confidentiality?	Details to be removed in OCM agenda and noted for QA in future reports.
22.	Cr Fleeton	CFO	Page 104 - Where there are expenses for "various sites - unplanned maintenance" by a contractor, how does the CFO correctly attribute the right site with its total expense for the year? Does the invoice itself detail what he needs, or are we bundling it together and are we at risk of having the same problem with the car park situation where all plumbing costs for every car park are lumped on one individual site?	The invoice will attribute costs by site and the purchase order will be accompanied by a detailed schedule. This is how the costs are attributed in the financial system. The 'generic' description is only necessary to fit details within the limited field length in the Schedule of Payments.
23.	Cr Fleeton	CFO GM Community Development	Page 105 - Moore Street security - multiple invoices for around \$11k - how long is this for? How much does it cost city ratepayers to provide security at Moore Street?	Security at Moore Street is an ongoing service. The cost for monthly security support of the accredited services program at Moore Street is \$11,000. The security adds to the safety of those providing and accessing services. The coordinated approach has provided more control and oversight on services provided in the City and prevented ad-hoc service provision in the public realm. The City was notified of an error from the contractor that invoices for November and December in the previous financial year were not sent. This error was rectified, the City was invoiced, and payment was made.
24.	Cr Fleeton	CFO	Page 108 - Payments to the CFMEU Mining and Energy Division - what are these for?	These are employee payroll deductions for union fees. The pay office is simply processing the deduction requests authorised by the employees.
25.	Cr Fleeton	General Counsel	Page 109 - Dog prosecution listed multiple payments around \$6 or \$7k to Jackson McDonald. Can we have some	When determining the public interest test for prosecutions the City may seek external legal opinion to

	Councillor	General Manager	Question	Response
			commentary from the City as to this case, and shouldn't this be something we can handle in house given it's a core responsibility of a LGA? How much have we spent this FY on external lawyers on prosecuting offences under the Dog Act? More broadly, how much have we spent this FY on all outside legal advice broken down into Alliance please.	ensure the highest level of independence. The City has not proceeded with any Dog Act prosecutions since the General Counsel commenced instead focusing on developing prosecution guidelines for when a prosecution should occur. The legal spend is not currently divided by Alliance as some matters are multi-Alliance or whole of City.
26.	Cr Fleton	CFO General Counsel	Can we get a breakdown of how much has been spent financial year to date on external advice by Alliance?	Pending advice from General Council
27.	Cr Fleton	Acting ED Governance and Strategy	Page 113 - Brand Agency \$5500 - consultation - why are we using Brand when we appointed 2 new agencies? What was this work for?	Equilibrium is our partner agency for website support, development and maintenance, currently on contract with the first year coming to close in April 2022 (this is a 1 +1 + 1 contract). Brand Agency were formerly our digital agency and built the websites, they did also work some years ago with the campaigns team to provide creative and media services
28.	Cr Fleton	Acting ED Governance and Strategy	'Brand was appointed for a two-year contract. Their knowledge and understanding of the digital/social environment is not currently matched by the City's new agency' How much was this for?	The previous advice was incorrect with reference to a two-year contract. In August 2021 a Unique Goods & Services Justification was signed off for a period of supply Aug 2021 – April 2022 (in line with the current Equilibrium contract). There is no retainer or minimum spend with Brand – they are there as a safety net when we are unable to resolve issues internally or through Equilibrium.

	Councillor	General Manager	Question	Response
29.	Cr Fleeton	Acting ED Governance and Strategy	We have signed a new agreement for Brand Agency for \$5,500 a month for two years, is this correct?	See information in queries 27 and 28 above.
30.	Cr Fleeton	Acting ED Governance and Strategy	How are we going to upskill the agency we approved last year if we're not going to give anyone else the work and we are going to stay with the agency that we were with before?	Once the Equilibrium contract expires we are planning to set up a panel arrangement like the Marketing team have for creative service. This will ensure the most appropriate skills and expertise is applied to support the website support development and maintenance
31.	DLM Bain	Acting ED Governance and Strategy	We were told we had a panel and we could accept work from a creative services and production implementation panel but now we seem to still have other agencies that we continue to pay. How does that work? Are we in breach of our own procurement policy?	The Creative Marketing Services Tender appointed a panel consisting of Nani Creative and Block Branding from 2021/22 - 2023/24. The scope of works includes the strategic planning, creative concepting, creative production and execution of the City's marketing campaigns. The Marketing Creative Services Panel will complement and work alongside Initiative Media who were awarded at the Ordinary Council Meeting on 23 February 2021 with the provision of media booking, buying and planning for the City's marketing campaigns. The creative marketing services procurement is different to the procurement of website support, development and maintenance as detailed in queries 27 and 28 above.
32.	Cr Fleeton	GM Community Development	Page 124 - 303 Mullen - I see we are still paying them for services, what do we use them for after we moved agencies as per above question with Brand?	This relates to the audience segmentation dashboard which supports the City's impact assessment for events and campaigns.

	Councillor	General Manager	Question	Response
33.	Cr Fleeton	Acting ED Governance and Strategy	Page 128 - Double entry for \$9350 for recruitment services GM Corporate Services. Is this an error or correct?	Two different invoices representing progress payments for the recruiting of GM Corporate Services and GM Commercial Services. Description was truncated by field length.
34.	Cr Fleeton	CFO Acting Corporate Services GM	Page 136 - Marketforce listed as receiving \$9k - what are they doing for us?	Marketforce is an intermediary who manages the City's public advertisements and notifications in media such as The West Australian newspaper.

14.6 – Corporate Business Plan Quarterly Report 2

	Councillor	General Manager	Question	Response
1.	Cr Lezer	Acting ED Governance and Strategy	I thought the Level 11 Audio Visual project had been completed?	Initial proposals that involved attaching monitors to pillars, encountered heritage issues. A revised option is now being investigated.
2.	Cr Lezer	GM Community Development	Can I please be reminded of the actual project Adaptive Reuse Grant relates to?	This grant was awarded to Picadilly Theatre and Arcade Redevelopment by the City in May 2018. The funding agreement is with the property owners to finalise so payment can occur.
3.	Cr Lezer	Acting GM Corporate Services	What is “in the near future”? this is 2 years overdue.	The ICT Strategy is on track to be presented to an engagement session by June 2022.

15.1 – Local Government Act Reform – City of Perth Submission

	Councillor	General Manager	Question	Response
1.	Cr Lezer	CEO	<p>If this is approved at next week's Council meeting who then gets this information? Are we sharing it with WALGA or other Local Councils?</p> <p>Are you also talking to other Councils about the content of our submission?</p>	<p>This information will be provided to the Department and also the Minister as part of the consultation process for the Ministers announcement for this particular reform package. In the meantime, the CEO is meeting with the CEO of WALGA and the Executive Director of the Department and of Local Government Cultural Industries and Sport.</p> <p>The reform response template has been utilised by every local government.</p>

Attachment relating to question 2 of 12.1– Events Sponsorship 2021/22 (Round 2)

1.1 Licence of Organiser Trade Marks

The City may include the Organiser's name and the Organiser Trade Marks on any material relating to the Purpose or the Sponsorship Arrangement.

2. TERMINATION AND SUSPENSION

2.1 Termination for convenience

Either party may terminate this Agreement without cause by giving the other party 90 days' prior written notice.

2.2 Termination for cause

The City may terminate this agreement immediately by notice if:

- (a) the Organiser breaches this Agreement and:
 - (i) the breach is not capable of remedy; or
 - (ii) the Organiser fails to rectify the breach within 14 days after receiving a notice from the City requiring it to do so;
- (b) the City considers (acting reasonably) that the Organiser is, or is likely to become, bankrupt or insolvent;
- (c) the Organiser fails to provide a Sponsorship Benefit within 7 days following:
 - (i) the date for delivery of the Sponsorship Benefit (as specified in the Schedule of Key Terms); or
 - (ii) a reasonable request from the City to provide the Sponsorship Benefit; or
- (d) the Organiser uses, or proposes to use, the Sponsorship Contribution for anything other than the Purpose;
- (e) in relation to a Sponsorship Arrangement where clause 2.3 applies, the City considers that a cancellation under clause 2.3 is due to reasons within the reasonable control of the Organiser; or
- (f) the Organiser breaches any Law, City Policy or does (or fails to do) anything else which in the City's reasonable opinion adversely affects the City's reputation.

2.3 Cancellation

- (a) This clause 2.3 applies only where the Sponsorship Contribution is being provided in relation to a certain event, series of events or project (**Event**).
- (b) If the Organiser becomes aware that the Event may need to be cancelled for reasons beyond the Organiser's reasonable control (including for clarity due to circumstances related to COVID-19), the Organiser must:
 - (i) immediately notify the City;
 - (ii) keep the City informed as to the progress of any potential decision to cancel the Event, including promptly complying with any reasonable requests from the City for information; and
 - (iii) exercise commercially reasonable efforts to ensure that the Event is not cancelled.
- (c) Without limiting the City's rights elsewhere under this clause 2, either party may terminate this Agreement if:
 - (i) the Event is cancelled; and
 - (ii) the City is satisfied (acting reasonably) that the Event is being cancelled for reasons beyond the reasonable control of the Organiser.

2.4 Force Majeure Event

- (a) Without in any way limiting clause 2.3, if a party becomes unable wholly or in part, to carry out any of its duties or obligations under this Agreement due to a Force Majeure Event, then:
 - (i) the affected party must give to the other party prompt written notice of the relevant circumstances and, so far as is known, the probable extent to which the affected party will be unable to perform, or will be delayed in performing, the duty or obligation;
 - (ii) the affected party must:
 - (A) take reasonable steps to limit its costs incurred in connection with the Purpose and its spending of any Cash Contribution; and
 - (B) use all reasonable efforts to overcome the relevant circumstances as quickly as possible; and
 - (iii) the relevant obligations of the affected party will be suspended for the duration of the relevant circumstances.
- (b) If a Force Majeure Event prevents a party from performing some or all of its obligations for longer than 60 consecutive days, the parties must meet and negotiate in good faith to determine whether any changes to the Sponsorship Arrangement are necessary (including the Sponsorship Contribution, Sponsorship Benefits and where this Agreement concerns a specific event or project – postponing or modifying the event or project).
- (c) If the Force Majeure Event prevents performance for 90 consecutive days in total, and the parties have not been able to reach an agreement under clause 2.4(b), either party may terminate this Agreement.

2.5 Consequences of termination or expiry

Without limiting each party's rights in respect of a breach of this Agreement:

- (a) where the Agreement is terminated by the City under clause **Error! Reference source not found.** or 2.2, the Organiser must return all Cash Contributions which it has received prior to the date of termination;
- (b) if the Agreement expires or is terminated for any other reason:
 - (i) to the extent that the Organiser has in good faith:
 - (A) already spent the Cash Contribution for the Purpose (**Spent Amounts**); and
 - (B) despite exercising reasonable efforts to recover the Spent Amounts, been unable to recover the Spent Amounts, any Spent Amounts will not be refunded to the City; and
 - (ii) to the extent the Organiser has not already spent the Cash Contribution for the Purpose, the Organiser must immediately refund the unspent amount to the City upon the City's written request; and
- (c) otherwise, each party's rights and obligations will immediately cease.