



City of Nedlands

Minutes

Audit and Risk Committee Meeting

13 February 2014

Attention:

This is a Committee which has only made recommendations to Council. No action should be taken on any recommendation contained in these Minutes. The Council resolution pertaining to an item will be made at the Ordinary Council Meeting next following this meeting.

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City of Nedlands

Minutes of a meeting of the Audit and Risk Committee held in the Council Chamber at 71 Stirling Hwy, Nedlands on Thursday 13th February 2014 at 6.00 pm.

The Chief Executive Office called for nominations for Presiding Member.

Moved – Councillor Hodsdon

Seconded – Councillor James

Nominated Councillor Argyle to be Presiding Member

There being no other nominations, Councillor Argyle was appointed Presiding Member.

Declaration of Opening

The Presiding Member declared the meeting open at 6.00 pm and drew attention to the disclaimer below.

(NOTE: Council at its meeting on 24 August 2004 resolved that should the meeting time reach 11.00 p.m. the meeting is to consider an adjournment motion to reconvene the next day).

Present and Apologies and Leave Of Absence (Previously Approved)

Committee Members	Councillor I S Argyle (Presiding Member/ Dalkeith Ward)	
	Councillor B Hodsdon	Hollywood Ward
	Councillor T James	Melvista Ward
	Councillor L McManus	Coastal Districts Ward
	Mr K Eastwood	Community Member

Staff	Mr G Trevaskis	Chief Executive Officer
	Mr M Cole	Director Corporate & Strategy
	Mr R Senathirajah	Manager Finance

Press Nil.

Leave of Absence (Previously Approved) Nil.

Apologies	His Worship the Mayor	R M Hipkins
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Absent Nil.

Guests Nil

Disclaimer

Members of the public who attend Council meetings should not act immediately on anything they hear at the meetings, without first seeking clarification of Council's position. For example by reference to the confirmed Minutes of Council meeting. Members of the public are also advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

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1. Public Question Time

A member of the public wishing to ask a question should register that interest by notification in writing to the CEO in advance, setting out the text or substance of the question. Questions tabled at the meeting may be unable to be answered due to the requirement for technical research and will therefore be answered direct afterwards.

Questions must relate to a matter contained within the agenda of this meeting.

There were no public questions.

2. Addresses By Members of the Public (only for items listed on the agenda)

Addresses by members of the public who have completed Public Address Session Forms will be invited to be made at this point.

There were no addresses from Members of the Public

3. Disclosures of Financial Interest

The Presiding Member reminded Councillors and Staff of the requirements of Section 5.65 of the *Local Government Act* to disclose any interest during the meeting when the matter is discussed.

There were no disclosures of financial interest.

4. Disclosures of Interests Affecting Impartiality

The Presiding Member reminded Councillors and Staff of the requirements of Council's Code of Conduct in accordance with Section 5.103 of the *Local Government Act*.

There were no disclosures of interest affecting impartiality.

5. Declarations by Members That They Have Not Given Due Consideration to Papers

Members who have not read the business papers to make declarations at this point.

Mr Cole drew attention to updated table of outstanding insurance claims for item 7.4

There were no declarations by Members

6. Confirmation of Minutes

6.1 Audit and Risk Committee Meeting 14 October 2013

The minutes of the Audit and Risk Committee held 14 October 2013 are to be confirmed.

Moved – Councillor McManus
Seconded – Councillor James

The minutes of the Audit and Risk Committee held 14 October 2013 are confirmed.

CARRIED UNANIMOUSLY 4/-

7. Items for Discussion

Note: Regulation 11(da) of the *Local Government (Administration) Regulations 1996* requires written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70, but not a decision to only note the matter or to return the recommendation for further consideration.

7.1 Terms of Reference – Audit & Risk Committee

Committee	13 February 2013
Applicant	City of Nedlands
Officer	Rajah Senathirajah
Director	Michael Cole Director Corporate and Strategy
File Reference	ORN/007-04
Previous Item	Nil

Regulation 11(da) – Not applicable – Recommendation adopted.

Moved – Councillor McManus
 Seconded – Councillor James

That the Recommendation to Committee is adopted.

(Printed below for ease of reference)

CARRIED UNANIMOUSLY 4/-

Committee Recommendation / Recommendation to Committee

Council:

- 1. amends the terms of reference of the Audit and Risk Committee as follows:**
 - a. Membership**
 - i. In point (4) to amend the wording of quorum from “three” to when at least 50% of the eligible members are present”**
 - ii. In point (9):**
 - 1. Remove the words “are non-voting and” and replace with “shall”**
 - 2. Add “/or” after the words “Audit and”**
 - b. Staff**
 - i. Amend the title of the Director**
 - c. Invitees/Attendees**
 - i. Delete “financial advisors” and replace with “internal auditors”**

d. Meetings

- i. In the third dot point delete the words “following the completion of” and replace with “with regards to” and**
- ii. Add the words “interim and/or final” before the words “Annual Report”**

Delegated Authority

- i. Include a new delegation for the Committee to have delegated authority to meet with the auditor in accordance with Section 7.12A(2) of the Local Government Act 1995.**
- 2. Delegates authority for the Audit and Risk Committee to meet with the auditor in accordance with Section 7.12A(2) of the Local Government Act 1995.**

Executive Summary

The purpose of this report is to consider recommendations to amend the Terms of Reference of the Audit and Risk Committee.

Strategic Plan

KFA: Governance and Civic Leadership

The Audit and Risk Committee assists the Council to meet its statutory audit requirements under the Local Government Act 1995 and related regulations.

Background

The purpose of the Audit and Risk Committee (the Committee) is to assist the Council to discharge its responsibilities with regard to the exercise of due care, diligence and skill in relation to:

1. the reporting of financial information, the application of accounting policies, and the management of the financial affairs of the City, and
2. the assessment of the adequacy of the management of Risk.

The terms of reference set out the scope of the Committee, its membership, staff support and meetings.

The appointment of elected members to the Committee were confirmed at the Special Council meeting of 22 October 2013 for a Committee for a period ending immediately prior to the next Local Government elections in 2015. It is current practice for the first meeting of the Committee to review the terms of reference and if necessary recommend changes for Council’s consideration.

Key Relevant Previous Council Decisions:

Special Council meeting of 22 October 2013 – Committee appointed for a period ending immediately prior to the next Local Government elections in 2015.

Consultation

Required by legislation: Yes No
Required by City of Nedlands policy: Yes No

All committees are requested to review the terms of reference at their first meeting and to make recommendation to Council for any changes.

Legislation / Policy

Section 5.8 of the Local Government Act 1995 sets out the requirements for the appointment of committees.

Budget/Financial Implications

Within current approved budget: Yes No
Requires further budget consideration: Yes No

The there are no financial impacts with this proposal.

Risk Management

The Committee assists the Council to meet its obligations for financial management and risk.

Discussion

The terms of reference have been reviewed and a number of changes are proposed:

1. Membership
 - a. In point (4) to amend the wording of quorum from “three” to when at least 50% of the eligible members are present”

Reason – the revised wording is suitable to allow for the proposal to allow for voting community members.

- b. In point (9):
 - i. Remove the words “are non-voting and” and replace with “shall”
 - ii. Add “/or” after the words “Audit and”

Reason – Guidelines from the Department of Local Government and Communities recommend community members, provided there are more elected member representatives. The experience over the past 2 years when a community was appointed is to include the community member in the decision making of the committee.

The inclusion of the “and/or” is to recognize that community members could have either appropriate audit or risk qualifications or both.

2. Staff
 - a. Amend the title of the Director

Reason – a minor correction to the correct title

3. Invitees/Attendees
 - a. Delete “financial advisors” and replace with “internal auditors”

Reason – The City does not have financial advisors, whereas the Committee does meet with internal auditors.

4. Meetings
 - a. In the third dot point delete the words “following the completion of” and replace with “with regards to” and
 - b. Add the words “interim and/or final” before the words “Annual Report”

Reason – clarifies that the committee can meet with the auditors for both the interim audit and on completion of the final audit.

5. Delegated Authority

Include a new delegation for the Committee to have delegated authority to meet with the auditor in accordance with Section 7.12A(2) of the Local Government Act 1995.

Reason – To confirm the Committee can meet with the Auditors rather than the requirement for the Auditors to meet with the whole Council.

Conclusion

The proposed changes to the terms of reference are explained above and recommended to improve the effectiveness of the Committee.

Attachments

1. Amended Terms of Reference – Marked Up Version



Terms of Reference of Audit & Risk Management Committee

Purpose

To assist the Council to discharge its responsibilities with regard to the exercise of due care, diligence and skill in relation to:

- the reporting of financial information, the application of accounting policies, and the management of the financial affairs of the City,
- the assessment of the adequacy of the management of Risk.

Scope

The committee shall have as its primary duties and responsibilities the following tasks:

Audit

1. To consider and approve the brief for the provision of audit services;
2. To evaluate the responses to the request for the provision of audit services and to make a recommendation to Council on the appointment of an auditor;
3. To meet with Council's external auditors and review the Audit Plan prior to the conduct of the interim audit each year;
4. To ensure that the audit is being conducted in accordance with the brief and the terms of appointment and that matters of concern to the Council and/or the Committee are being addressed;
5. Ensure that the Council's financial affairs and systems and processes are being managed and reported in accordance with statutory requirements and Australian Accounting Standards;
6. Ensure that relevant financial information is reported to Council in a form that meets the needs and expectations of Council, clearly setting out the key relevant financial data, such that the Council can confidently understand the financial performance of the Council's affairs;
7. Review the audit report and make appropriate recommendations to Council; and



8. Where appropriate and with the approval of Council seek advice and/or assistance in relation to matters pertaining to the audit or financial affairs of the City.

Risk Management

1. At least once every year consider a report in relation to the management of risk within the City of Nedlands, and satisfy itself that appropriate controls and processes are in operation, and are adequate for dealing with the risks that impact on the City.
2. To address any specific requests referred to it from Council in relation to issues of risk and risk management.

Membership

1. The membership of the committee shall comprise the Mayor and one Councillor from each ward with the Councillors being determined by nomination and if necessary a ballot conducted at a Council Meeting and up to two non-Councillor Members, being residents of The City of Nedlands
2. Council may if it considers it appropriate appoint deputies to the members of the committee.
3. If a vacancy on the committee occurs for whatever reason then Council shall appoint a replacement in accordance with the same arrangements as for the original appointment set out in 1 above.
4. The quorum for a meeting shall ~~be three~~ be when at least 50% of the eligible members are present.
5. The term of membership expires with the expiry of the committee immediately prior to the next ordinary Council election.
6. The presiding member shall be determined by election amongst the members of the committee. The election will take place at the first meeting following the reconstitution of the committee after each ordinary Council election. The Mayor is eligible to vote for a presiding member but is not eligible to sit as the presiding member.
7. The term of the presiding member expires with the expiry of the committee immediately prior to the next ordinary Council election; and
8. Should the elected presiding member not be present during a meeting of the committee then a temporary presiding member shall



be elected in accordance with 3. above.

9. Community members ~~are non-voting and shall~~ have appropriate qualifications in Audit and/or Risk.

Staff

The following staff will attend committee meetings to provide technical support and advice:

- Chief Executive Officer;
- Director of Corporate ~~Services and Strategy~~; and
- Manager Finance.

Other staff may attend committee meetings when requested by the Committee through the Chief Executive Officer:

Invitees/Attendees

The committee may invite relevant persons to attend and address or advise the committee, within the ambit of its scope and where necessary with the approval of Council (eg if authorisation of funding is required), as it sees fit including but not limited to:

- the external auditor or his/her representative,
- ~~financial advisors~~ internal auditors,
- relevant consultants.

Meetings

The Committee shall have flexibility in relation to when it needs to meet, but as a minimum shall meet twice a year. It is the responsibility of the presiding member to call the meetings of the committee. As a minimum the following business shall be conducted either at each or collectively over the two meetings:

- meet with the internal auditor with regards to the Audit Plan;
- consider a report in relation to the management of risk and review the insurance requirements of the City of Nedlands; and
- meet with the auditor ~~following the completion of~~ with regards to the Annual Audit and the issue of the interim and/or final Audit Report.

Delegated Authority



The Audit and Risk Committee will have delegated authority to meet with the auditor in accordance with Section 7.12A(2) of the Local Government Act 1995

7.2 Audit & Risk Committee – Non Councillor Member

Committee	13 February 2013
Council	N/A
Applicant	City of Nedlands
Officer	Michael Cole – Director Corporate & Strategy
Director	Michael Cole – Director Corporate & Strategy
File Reference	FIN/006-04
Previous Item	Nil

Mr K Eastwood left the room prior to discussion on this item.

Mr Michael Cole, Director Corporate & Strategy confirmed that Ms P Kay had withdrawn her nomination.

Regulation 11(da) – Not applicable – Recommendation adopted.

Moved – Councillor James

Seconded – Councillor McManus

That Council confirms the appointment of Mr Ken Eastwood as the non-Councillor member of the Audit and Risk Committee.

CARRIED UNANIMOUSLY 4/-

Committee Recommendation

That Council confirms the appointment of Mr Ken Eastwood as the non-Councillor member of the Audit and Risk Committee.

Purpose

To confirm the appointment of the non-Councillor member to the Audit and Risk Committee.

Background

At the Special Council meeting of 22 October 2013, Council resolved to appoint up to two non-Councillor members of the Audit and Risk Committee.

Discussion

In response to an advertisement in the local press, Administration received two expressions of interest from Mr Ken Eastwood and Ms Paula Kay.

A copy of their CV have been provided to Committee Members under confidential cover. Both are well qualified for this position and their appointment to the Committee is supported.

Consultation

An advertisement calling for nominations to the Committee was advertised in the local press. The Audit and Risk Committee is being consulted prior to formal consideration by Council.

Conclusion

Mr Eastwood and Ms May are well qualified for this position and their appointment to the Committee is supported.

Strategic Implications

Key Focus Area 5: Governance

The Audit and Risk Committee is a legislative requirement and the Terms of Reference have been prepared to ensure compliance with statutory requirements and guidelines.

Budget Implications

Not Applicable.

Policy Implications

Not Applicable.

Legislative Requirement

Local Government Act 1995 sets out the requirements for the establishment of the Audit Committee and provides for non-Councillor members.

Attachments

Confidential – Ken Eastwood's CV

Mr Eastwood was invited back into the room. He was congratulated on his nomination that would be referred to Council for formal approval.

7.3 Insurance Claims as at 31st January 2014

Committee	13 February 2013
Council	N/A
Applicant	City of Nedlands
Officer	Rajah Senathirajah – Manager Finance
Director	Mike Cole – Director Corporate & Strategy
File Reference	Fin/006-05
Previous Item	Nil

Mr Michael Cole, Director Corporate & Strategy drew attention to the updated schedule of claims and Mr Rajah Senathirajah, Manager Finance discussed the minor additions/deletions.

Regulation 11(da) – Not applicable – Recommendation adopted.

Moved – Councillor James
 Seconded – Councillor McManus

That the Recommendation to Committee is adopted.
 (Printed below for ease of reference)

CARRIED UNANIMOUSLY 4/-

Committee Recommendation / Recommendation to Committee
Council receives the Insurance Claims Report as at 31st January 2014.

Executive Summary

This report is to keep Council informed of all insurance claims on the City and Workers Compensation claims which were pending as at 31st January 2014. This report will be updated every quarter.

Strategic Plan

KFA: Governance and Civic Leadership

Monitoring of claims on the City and taking appropriate decisions as necessary is good governance and is part of the City's Risk Management Strategy.

Background

The City receives claims from the public from time to time, and these are investigated internally as to their accuracy before being passed on to the City's insurers to manage. No liability is admitted until the insurers have completed their investigations and recommended a course of action to resolve the matter. The City monitors the progress to ensure that the claims are processed by the insurers on a timely manner to ensure that the City's liabilities are managed effectively.

Consultation

Required by legislation: Yes No
 Required by City of Nedlands policy: Yes No

Legislation / Policy

This report is in keeping with good governance but is not a requirement under any Legislation / Policy.

Budget/Financial Implications

Adequate provision has been made in the 2013/2014 Budget for any additional insurance premium expenses that may be incurred due to claims payout.

Risk Management

Monitoring of claims and taking appropriate action to minimise claims is part of the Risk Management practice of the City.

Discussion

The open insurance claims as at 31st January 2014 are as follows:

Workers' Compensation Claims

Claim No	Date Incurred	Particulars	Net Paid	Estimated Outstanding	Estimated Total
22557	07/04/13	MVA involving multiple cars. Neck injury.	\$16,311.93	\$7,260.23	\$23,572.16
22828	15/1/14	Lifting a box of bolts causing lower back pain	\$196.85	\$803.15	\$1,000
22829	14/01/14	Caught thumb in vehicle door. Left thumb laceration.	\$446.50	\$2,053.50	\$2,500

21792	21/02/13	Pain in both hands	\$28,655	\$35,914	\$64,569
22832	15/01/14	Whilst whipper snipping stone flicked up. Chipped tooth.	\$505	\$4,495	\$5,000

Public Liability Claims

Claim No	Date Submitted	Particulars	Amount Claimed	Date Insurer Responded	Status
617387	14/11/12	Tripped on pavement in front of 120 Victoria Avenue	Not stated	20/02/13	Denied but file not closed yet.
617775	13/03/13	City impounded car. When owner reclaimed alleged it had white spray on it.	Not stated	25/03/13	Denied but file not closed yet.
167797	20/03/13	Cracking on walls caused by retaining wall repairs to Beecham Rd. Property: 6 Kings Row	Not stated	28/03/13	Denied but file not closed yet.
618083	20/06/13	Cracking on walls caused by retaining wall repairs to Beecham Rd. Property: 22 Lisle St	Not stated	25/06/13	Denied but file not closed yet.
618108	03/07/13	Tripped on paving stone on Mooro Avenue	\$58	05/07/13	Denied but file not closed yet.

618229	14/08/13	Tripped on paving stone at 17 Hampden Rd	\$60,000	19/08/13	Denied but file not closed yet.
618230	14/08/13	Tree root damage to fencing – 23 Adderley St	\$2,137	19/08/13	Denied but file not closed yet.
618249	20/08/13	Damage to fencing & retaining wall by tree branch – 18 Hobbs Ave	Not stated	22/08/13	Denied but file not closed yet.
618236	16/08/13	Telstra claimed costs for damage to manhole during road works on Railway Road.	\$4,765	20/08/13	Denied but file not closed yet.
TBA	31/01/14	Tree Branch fell from a City street tree and landed on son's parked car on the Council verge adjacent to College Park, corner of Melvista Ave and Bostock Road, Nedlands	\$3,613.45	-	Still Being Investigated
TBA	31/01/14	Storm Water Disposal grid allegedly shredded tyre of car while parking at 19A Mimosa Road in Mt	\$149.00	-	Still Being Investigated

Motor Vehicle Claims

Claim No	Date Submitted	Particulars	Amount Claimed	Date Insurer Responded	Status
TBA	21/11/2013	1DNG457 failed to stop in time at Traffic Lights and hit the trailer of another car in front.	\$5,994.18	-	Still Being Investigated

Conclusion

This Insurance Claims Report as at 31st January 2014 is presented to Council for information.

7.4 LGIS – Summary of Insurances

Committee	13 February 2013
Council	N/A
Applicant	City of Nedlands
Officer	Rajah Senathirajah – Manager Finance
Director	Michael Cole – Director Corporate & Strategy
File Reference	FIN/008-24
Previous Item	Nil

Regulation 11(da) – Not applicable – Recommendation adopted.

Moved – Councillor James
 Seconded – Councillor Hodsdon

That the Recommendation to Committee is adopted.

(Printed below for ease of reference)

CARRIED UNANIMOUSLY 4/-

Committee Recommendation / Recommendation to Committee

The Audit and Risk Committee receives the Summary of Insurances report provided by Local Government Insurance Services.

Executive Summary

To receive a summary of insurance cover provided to the City of Nedlands by Local Government Insurance Services.

Strategic Plan

KFA: Governance and Civic Leadership

The Audit and Risk Committee assists the Council to discharge its responsibilities with regard to the exercise of due care, diligence and skill in relation to:

1. reporting of financial information, the application of accounting policies, and the management of the financial affairs of the City, and
2. assessing the adequacy of the management of Risk.

The information contained in this report will assist the Committee members in gaining a better understanding of insurance cover provided, limits of liability

and applicable excesses in order to provide wise stewardship of the community's assets and resources.

Background

At its last meeting of 14 October 2013, the Audit and Risk Committee was provided with a report on the City's Annual Insurance Cover for 2013/14. The Committee requested more detail on levels of cover provided.

Administration is required to provide a report to Council advising of the insurance cover (and associated costs) put in place following the expiry of the existing insurance policies as soon as practicable after the budget is adopted in accordance with Council Policies.

Key Relevant Previous Council Decisions:

At its last meeting of 14 October 2013, the Audit and Risk Committee requested more detail on levels of insurance cover provided.

Consultation

Required by legislation:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Required by City of Nedlands policy:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Not applicable.

Legislation / Policy

Section 7.1A of the Local Government Act 1995 provides for the establishment of an audit committee. Under its terms of reference, the Audit and Risk Committee assists the Council to discharge its responsibilities with regard to the exercise of due care, diligence and skill in relation to:

1. reporting of financial information, the application of accounting policies, and the management of the financial affairs of the City, and
2. assessing the adequacy of the management of Risk.

Budget/Financial Implications

Within current approved budget:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Requires further budget consideration:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

There are no financial impacts in this proposal.

Risk Management

The Audit and Risk Committee assists the Council in providing wise stewardship of the community's assets and resources and assists the Council to discharge its responsibilities with regard to the exercise of due care, diligence and skill in relation to assessing the adequacy of the management of Risk. The information contained in this report will assist the Committee members in gaining a better understanding of insurance cover provided, limits of liability and applicable excesses in order to provide wise stewardship of the community's assets and resources.

Discussion

The Committee requested additional information on the levels of cover provided by LGIS. LGIS produce a report for all clients annually and a copy is attached to this report.

Conclusion

The report provided by LGIS is referred to the Audit and Risk Committee for their information.

Attachments

1. Summary of insurance cover provided to the City of Nedlands by Local Government Insurance Services.

Summary of Insurances

City of Nedlands



Much more than Insurance.

26 June 2013

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Introduction

This document provides an outline of all insurance policies we have arranged on your behalf. Your policies are subject to a number of terms, conditions, endorsements and exclusions which impact on the extent of cover provided. Full details appear in the policy documents.

The information provided in this document does not replace, override or extend cover as per the policy document. Contact your broker if you do not have a copy of, or require clarification on, the policy document.

Adjustable Policies

The following policies are subject to yearly declaration of actual underwriting information for the expired year, and the premium is adjustable accordingly.

TYPE OF POLICY	BASIS OF ADJUSTMENT
Contract Works	Actual Value of Contracts
Motor Vehicle	Number of Vehicles

Contract Works

OUR REF: 006560

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

INSURED	City of Nedlands including subsidiary or controlled companies now or previously existing or hereafter formed or acquired (Named Insured) and/or Contractors and/or Sub-contractors and as defined in the Policy Wording.
ABN AND ITC DETAILS	ABN 92 614 728 214 ITC 100.00%
BUSINESS/ACTIVITIES	Principally Local Government including Property Owners/Occupiers and all associated activities, past or present.
TERRITORIAL LIMITS	<p>Section One - Contract Works Anywhere in the Commonwealth of Australia</p> <p>Section Two (A) - Third Party Legal Liability Anywhere in the Commonwealth of Australia and as defined in the Policy Wording</p> <p>Section Two (B) - Third Party Legal Liability – Completed Operations Anywhere in the Commonwealth of Australia</p> <p>Section Three - Plant Equipment and Tools of Trade At contract site only</p>
GOVERNING LAW OF CONTRACT	Australian
PERIOD OF INSURANCE	From: 30 June 2013 at 4 PM Local Time (WA). To: 30 June 2014 at 4 PM Local Time (WA). and any further period for which the Insurer(s) agrees to provide cover.
SCOPE OF COVER	<p><u>Section One - Contract Works</u> Risks of physical loss of, destruction of or damage to Interest Insured not specifically excluded in the Policy Wording relating to Section One.</p> <p><u>Section Two - Third Party Legal Liability</u> All sums which the Insured shall be legally liable to pay to third parties by reason of:</p> <ul style="list-style-type: none">- Personal Injury- Property Damage

as a result of an Occurrence during the Period of Insurance arising out of or in connection with or in relation to any Insured Contract.

Section Three - Plant, Equipment and Tools of Trade

Risks of physical loss of, destruction of or damage to insured plant, equipment, tools & tools of trade not specifically excluded in the Policy Wording relating to Section Three.

INSURED CONTRACTS

All contracts entered into during the Period of Insurance or in progress as at the commencement of the Period of Insurance where the contract value does not exceed \$4,000,000 unless specifically agreed by Insurer(s).

It is further agreed that this Policy applies in respect of legal liability arising out of the Insured's Business / General Activities including Completed Operations as defined in Section Two (B) in addition to the Insured Contracts.

LIMITS OF LIABILITY

Section One - Contract Works

Contract Value (Interest Insured) including Principal supplied property \$500,000 any one Occurrence at any one Insured Contract Site

Automatic Escalation Cover Up to 25% of contract value

Transit Cover included Up to contract value

Extensions (Payable in addition to the above Contract Value)

Removal of Debris 20% of contract value

Consultants' Fees 20% of contract value

Expediting Expenses 10% of contract value

Mitigation Expenses 10% of contract value

Restoration Of Records 10% of contract value

Temporary Protection 10% of contract value

Existing Property of Principals Not Insured

Maintenance/Defects Liability Period: Eighteen (18) months or any lesser period as may be specified in the Insured Contract,

Section Two (A) - Third Party Legal Liability

\$Nil any one Occurrence (unlimited during the Period of Insurance in respect of Public Liability)

Section Two (B) - Third Party Legal Liability – Completed Operations

Not Insured any one Occurrence and in the aggregate in respect of liability arising from the Named Insured's Completed Operations and liability arising from the Insured's Products

Costs & Expenses in addition to limits.

Section Three – Plant Equipment and Tools of Trade

Contract site only \$25,000 – limit \$5,000 per item any one Occurrence

DEDUCTIBLES

Section 1 – Contract Works

The Insured shall bear the first \$5,000 of any one loss or series of losses arising out of any one Occurrence from Named Cyclone's.

The Insured shall bear the first \$500 of any one loss or series of losses arising out of any one Occurrence for malicious damage and or theft.

The Insured shall bear the first \$250 of any one loss or series of losses arising out of any one Occurrence for all other losses.

Insured Contracts Over \$1,000,000

The Insured shall bear the first \$1,000 of any one loss or series of losses arising out of any one Occurrence for malicious damage and or theft.

The Insured shall bear the first \$500 of any one loss or series of losses arising out of any one Occurrence for all other losses.

Section Two - Third Party Legal Liability

The Insured shall bear the first \$500 each and every Property Damage claim or series of claims arising out of any one Occurrence.

The Insured shall bear the first \$Nil each and every Personal Injury claim or series of claims arising out of any one Occurrence.

The Insured shall bear the first \$1,000 (except for WA Residential \$5,000 or Commercial \$10,000) each and every Personal Injury claim or series of claims arising out of any one Occurrence arising out of Workers' Recourse Claims.

Section Three – Plant Equipment and Tools of Trade on site only

The Insured shall bear the first \$500 or 5% of any loss whichever is the greater any one Occurrence.

The Deductible(s) to which this Policy is subject and the manner and extent to which such Deductible(s) shall apply and/or operate are as described in the Policy Wording.

**POLICY WORDING
AND CONDITIONS**

Agreed JLT Building Industry Annual Contract Works and Third Party Legal Liability Wording 02/2012 AV1.1

In the event of a declared terrorist incident within the meaning of the Terrorism Insurance Act 2003 will result in rendering any Terrorist Exclusion contained in this Policy ineffective in relation to loss or liabilities arising from such declared terrorist incident affecting eligible property located in Australia.

Endorsements

Councillors' and Officers' Liability

OUR REF: 005322

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

COMPANY City of Nedlands

**COUNCIL ABN AND
ITC DETAILS**

ABN: 92 614 728 214 ITC: 100.00%

INSURED

A natural person who was, now is or becomes during the Policy Period:

- a) a Councillor or Officer
- b) an Employee
- c) any lawful spouse or domestic partner of a Councillor or Officer or Employee, but only where the Claim results from the Wrongful Act of such Councillor or Officer or Employee
- d) the estate, heir or legal representative of a deceased Councillor or Officer or Employee, but only where the Claim results from the Wrongful Act of such Councillor or Officer or Employee
- e) the legal representative of a Councillor or Officer or Employee in the event of the incapacity, insolvency or bankruptcy of such Councillor or Officer or Employee
- f) a company secretary
- g) a natural person who acts as a member of a committee established by the Company under the Local Government Act 1995
- h) a lawyer employed by the Company who in their capacity as such must comply with the Sarbanes-Oxley Act of 2002;

provided that the Insured does not include an external auditor of an external administrator of any type

INSURING AGREEMENTS

- A. The Insurer will pay to or on behalf of the Insured all Loss, except where the Company has paid such Loss, resulting from a Claim first made against an Insured during the Policy Period or Discovery Period, if applicable.
- B. The Insurer will pay to or on behalf of the Company all Loss, for which the Company has granted indemnification to the Insured as permitted or required by law, resulting from a Claim first made against an Insured during the Policy Period or Discovery Period, if applicable.

- C. In respect of an Investigation, the Insurer will pay all Legal Representation Expenses to or on behalf of:
- a) the Insured, except where the Company has paid such Loss to the Insured; and
 - b) the Company, where the Company has granted indemnification to the Insured, as permitted or required by law
- D. In respect of Employment Related Wrongful Acts, the Insurer will pay to or on behalf of the Company all Loss resulting from a Claim first made against the Company during the Policy Period or Discovery Period, if applicable.

PERIOD OF INSURANCE	From: 30 June 2013 at 4 PM Local Time (WA). To: 30 June 2014 at 4 PM Local Time (WA). and any further period for which the Insurer(s) agrees to provide cover.
GEOGRAPHICAL SCOPE	Worldwide excluding the United States of America.
JURISDICTIONAL SCOPE	Worldwide excluding the United States of America.
GOVERNING LAW OF CONTRACT	Australian
RETROACTIVE DATE	30 June 2002, excluding known claims and/or circumstances
PENDING OR PRIOR LITIGATION DATE	Unlimited excluding prior and known circumstances.
DISCOVERY PERIOD	12 months under Clause 6(a) (50% of the expiring annual premium)
LIMIT OF LIABILITY	\$5,000,000 total aggregate for all Loss any one period of insurance
SUB-LIMITS OF LIABILITY	Indemnifiable Pollution Defence Costs \$500,000 any one Loss and in the aggregate during the period of insurance Tax Liability Extension \$100,000 any one Loss and in the aggregate during the period of insurance Additional Excess Limit for Non Indemnifiable Loss Limit \$1,000,000 in the aggregate during the period of insurance for each Director. Civil Fines/Pecuniary Penalties

\$500,000 any one claim and in the aggregate during the period of insurance

Employment Related Wrongful Act – Entity Cover (Insuring Agreement D)

\$1,000,000 any one claim and in the aggregate during the period of insurance

Acquisition Limit

10% of Total Asset Value in 2010 Annual Financial Report

DEDUCTIBLE

Insuring Agreement B and indemnifiable Loss:

Alleging violation of any security laws or provisions common or statutory \$5,000 each and every Claim

Alleging an Employment Related Wrongful Act \$12,500 each and every Claim

For all other claims \$5,000 each and every Claim

Councillors and Officers \$Nil each and every Claim

Council Reimbursement \$5000 each and every Claim

Insuring Agreement C(b)

Investigations falling under the jurisdiction of the courts in or the laws of the United States of America or settled by compromise in the United States of America Not Applicable

POLICY WORDING AND CONDITIONS

ACE Australia Elite II Councillors and Officers Liability Policy (05.11), Master Policy Number 05CH005534.

Endorsements

INSURER
ACE Insurance Limited

PROPORTION
100.000%

POLICY NUMBER
05CH005534

REMARKS

Please refer to your policy document for details of Terms, Conditions and Exclusions.

Journey Injury Top - Up

OUR REF: 006700

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

INSURED	City of Nedlands
ABN AND ITC DETAILS	ABN 92 614 728 214 ITC 100.00%
BUSINESS	Local Government
GEOGRAPHICAL SCOPE	Australia
JURISDICTIONAL SCOPE	Australia
GOVERNING LAW OF CONTRACT	Australian
PERIOD OF INSURANCE	From: 30 June 2013 at 4 PM Local Time (WA). To: 30 June 2014 at 4 PM Local Time (WA). and any further period for which the Insurer(s) agrees to provide cover.
INTEREST INSURED	Injury to Employees of the Insured whilst engaged in a Journey to and from their residence and place of work or to a place of training for work.
INSURED PERSONS	Employees of City of Nedlands as detailed below. Current number of employees covered 175
TOP UP COVER SCHEDULE OF BENEFITS	Cover provided under this policy is over and above the automatic cover provided as a membership benefit by LGIS WorkCare being comprised of \$100,000 Capital Benefit and \$1,000 Weekly Benefit PART A – Accidental Death and Capital Benefits Injury Types 1 – 19 All employees \$Nil in excess of \$100,000 Contracted Employees \$Nil in excess of \$100,000 Directors \$Nil in excess of \$100,000

Chief Executive Officer \$Nil in excess of \$100,000

Specified Employees \$Nil in excess of \$100,000

PART B – Weekly Injury

All Employees

Number of Employees Insured 175

Weekly earnings (as defined) of \$500 (payable for 104 weeks from the date of injury) in excess of the \$1,000 Journey Injury cover under the LGIS WorkCare Scheme.

Contracted employees

Number of Contracted Employees Insured Not Insured

Weekly earnings (as defined) of Not Insured (payable for 104 weeks from the date of injury) in excess of the \$1,000 Journey Injury cover under the LGIS WorkCare Scheme.

Directors

Number of Directors Insured Not Insured

Weekly earnings (as defined) of Not Insured (payable for 104 weeks from the date of injury) in excess of the \$1,000 Journey Injury cover under the LGIS WorkCare Scheme.

Chief Executive Officer

Not Insured

Weekly earnings (as defined) of Not Insured (payable for 104 weeks from the date of injury) in excess of the \$1,000 Journey Injury cover under the LGIS WorkCare Scheme.

Specific Employees

Number of Specific Employees Insured Not Insured

Details on Declaration

Weekly earnings (as defined) of Not Insured (payable for 104 weeks from the date of injury) in excess of the \$1,000 Journey Injury cover under the LGIS WorkCare Scheme.

Part C – Weekly Sickness \$Nil

Part D – Injury Resulting in Surgery \$Nil

Part E – Sickness Resulting in Surgery \$Nil

Part F – Injury Resulting in Fractured Bones \$Nil

Part G – Injury Resulting in Loss of Teeth or Dental \$Nil

**AGGREGATE LIMIT
OF LIABILITY**

\$10,000,000 any one Period of Insurance for all Councils in WA.

**POLICY WORDING
AND CONDITIONS**

Insurers Group Personal Accident and Sickness Insurance Product
Disclosure Statement reference/version number ZU100295

INSURER

Zurich Australian Insurance Limited

100.000%

POLICY NUMBER

63-2215319-ZAH

REMARKS

Please refer to your policy document for details of Terms, Conditions and Exclusions.

Motor Vehicle

OUR REF: 005324

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

INSURED	City of Nedlands
ABN AND ITC DETAILS	ABN 92 614 728 214 ITC 100.00%
BUSINESS	Principally Local Government Authority
TERRITORIAL LIMITS	Australia
JURISDICTIONAL SCOPE	Australia
GOVERNING LAW OF CONTRACT	Australian
PERIOD OF INSURANCE	From: 30 June 2013 at 4 PM Local Time (WA). To: 30 June 2014 at 4 PM Local Time (WA). and any further period for which the Insurer(s) agrees to provide cover.
INTEREST INSURED	All Motor Vehicles and Trailers owned, mortgaged under Hire Purchase Agreement, hired or leased by the Insured as declared. All as defined in the policy.
LIMITS OF LIABILITY	Section 1 Loss or damage to vehicles as per Interest Insured. Following loss or damage, the maximum amount payable under this Section for an insured vehicle is: <ol style="list-style-type: none">1. the cost of repairs to the vehicle;2. the market value of the vehicle at the time of loss; or3. the sum insured value stated in the schedule, whichever is the lesser. The maximum amount payable for any one event for loss or damage to all vehicles is \$10,000,000, which is inclusive of all Additional Covers – Section 1. Section 2 The total liability under this Section is \$30,000,000, for all claims arising from the one accident or series of accidents resulting from the one original cause, unless the vehicle is being used for transportation of

dangerous goods in which case the total liability under this Section is limited to \$5,000,000 (Dangerous Goods means dangerous goods or explosives as defined in either the current Australian Code for the Transport of Dangerous Goods by Road and Rail or the current Australian Code for the Transport of Explosives by Road or Rail or the current New Zealand Land Transport Rule: Dangerous Goods Amendment 2010).

The limits include all costs and expenses for all claims arising from the one accident, or series of accidents resulting from the one original cause.

All as defined in the policy.

SUB-LIMITS OF LIABILITY

Section 1

New Vehicle Replacement (maximum per vehicle)	\$1,000,000
Total Loss of Encumbered Vehicles (Vehicle value \$500,000 or less), the lesser of	20% market value or 20% sum insured value
(Vehicle value in excess of \$600,000), the lesser of	15% market value or 15% sum insured value
Removal and Delivery Expenses (maximum per event)	\$25,000
Re-Delivery Following Theft (maximum per event)	\$25,000
Journey Disruption (maximum per event)	\$5,000
Retrieval Costs (maximum per insurance period)	\$25,000
Removal of Debris/Load (maximum per event)	\$100,000
Expediting Expenses the lesser of	50% normal repair costs or \$Nil
Councillor's/Director's/Employee's Personal Property (trailers limited to \$500) (maximum per event)	\$2,500
Hire of vehicle following theft (maximum amount per vehicle per event)	\$5,000
Replacing Lock/Keys (maximum per vehicle)	\$5,000
Replacing Lock/Keys (maximum per event)	\$25,000
First Aid Kits (maximum per event)	\$1,500
Funeral Expenses (maximum per event)	\$10,000
Disability Modifications (maximum per event)	\$10,000
Rewards offered following theft (maximum per event)	\$5,000
Volunteer Bush Fire Brigade Member vehicles – Maximum any one loss	Not Insured \$2,000,000

Section 2

Non Owned Trailer Liability (maximum per event)	\$100,000
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Sections 1 and 2

Automatic Additions to Council fleet	\$600,000
Councillor's/Director's/Employee's vehicles (maximum any one loss any one event)	\$50,000
Police, Fire Brigade and other Authorities costs levied (maximum per event)	\$35,000
Vehicle Testing (maximum per event)	\$100,000
Psychological Counselling (maximum per event)	\$5,000
Crisis Coverage (maximum per event)	\$50,000
Loss of No Claim Bonus/Excess	\$1,000

All as defined in the policy.

EXCESS**Basic Excess**

1. Bushfire Brigade Members Vehicles	\$Nil
2. Councillors Vehicles	\$Nil
3. Volunteers Vehicles	\$Nil
4. Employees Vehicles	\$Nil
5. All other vehicles	\$2,000

Note

1. Excess also applies to windscreen damage only claims.
2. Non-owned trailer liability additional excess of \$2,500 per non-owned trailer.
3. Other additional excesses may also apply as per Policy.
4. Excess applies separately to each vehicle and each claim on that vehicle.
5. Age and Inexperienced Drivers' Excess does not apply.

POLICY WORDING AND CONDITIONS

Standard Zurich Australian Insurance Limited Local Authorities Motor Fleet Policy wording reference/version number ZU12208-PCUS-004079-2010 except as otherwise modified by the following endorsements which are shown in full on the Endorsement Schedule:

Additional Equipment	
Automatic Repair Authority	\$2,500
Bushfire Fighters Vehicles	
Capped Excess Any One Event	\$50,000
Claims Experience Discount – 50/70 maximum	10%
Councillors Vehicles	
Declaration of Vehicles	
Employee Indemnification Clause	
Hazardous Goods	
Loss of No Claim Bonus/Excess	
Special Condition to Section 2	
Tool of Trade	
Unregistered Vehicles	
Waiver of Subrogation/Release of Liability	

INSURER

Zurich Australian Insurance Limited

PROPORTION

100.000%

POLICY NUMBER

63 2982452 VFT

REMARKS

Please refer to your policy document for details of Terms, Conditions and Exclusions.

Personal Accident & Travel

OUR REF: 005325

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

INSURED	City of Nedlands
ABN AND ITC DETAILS	ABN: 92 614 728 214 ITC: 100.00%
BUSINESS	Local Government
GEOGRAPHICAL SCOPE	World Wide
GOVERNING LAW OF CONTRACT	Australian
PERIOD OF INSURANCE	From: 30 June 2013 at 4 PM Local Time (WA). To: 30 June 2014 at 4 PM Local Time (WA). and any further period for which the Insurer(s) agrees to provide cover.
INSURED PERSONS	Category: 1a) The Mayor, Chairperson, Elected Members, Councillors, Commissioners. 1b) Employees of the Insured. 1c) Accompanying Partners/Spouses of the Covered Persons in Category 1(a) and 1(b) above 2. Voluntary Workers 3. Members of any Committees and Trusts. 4. Other Persons where the Insured is required to provide coverage whilst such persons are engaged in any Government Labour Market, Training or Job Creation Projects.
SCOPE OF COVER	Categories 1a), 1b), 1c), 2 & 3 Covering Insured Persons whilst engaged in a Journey and any other activity directly or indirectly connected with or on behalf of the Authority. Category 4 Covering Insured Persons whilst engaged in any activity directly or indirectly connected with or on behalf of the Authority.
JOURNEY	Journey shall mean any trip involving travel exceeding 100kms from the Insured Person's normal place of residence or business premises and shall start from the time of leaving home or normal place of business (whichever is left last) and continue until arrival back at home or normal

place of business (whichever is reached first). Every day commuting shall not be regarded as a Journey.

NUMBER OF EMPLOYEES 175

**VOLUNTARY WORKERS
AGE LIMITATION**

Persons between five (5) years and fifteen (15) years
Section 1 Part A Only Limited to \$5,000

Persons between sixteen (16) and eighty five (85) years
Section 1 Part A to D Full Benefit

Persons between eighty six (86) and ninety (90) years
Section 1 Part A Only - Limited to \$5,000 if the Insured Person has no dependents

SCHEDULE OF BENEFITS

Section 1
Part A – Capital Benefits

Category 1 (a)	\$500,000
Category 1 (b)	\$500,000
Category 1 (c)	\$500,000
Category 2	\$500,000
Category 3	\$500,000
Category 4	\$500,000

Injury resulting in	Compensation as % of Capital Benefit
Death	100%
Permanent Total Disablement	100%
<i>Subject to a maximum of 10 times annual pre disability earnings.</i>	
Permanent Disability Not Otherwise Provided	
The percentage we determine as being consistent with the Compensation provided in this table, but not exceeding	75%.
Permanent Quadriplegia	100%
Permanent Paraplegia	100%
Permanent Unsound Mind to the extent of legal incapacity	100%
Permanent & incurable paralysis of all limbs	100%
Permanent total loss of entire sight in one or both eyes	100%
Permanent total loss of hearing in both ears	100%
Permanent total loss of the use of both hands	100%
Permanent total loss of the use of both arms	100%
Permanent total loss of the use of both feet	100%
Permanent total loss of the use of both legs	100%
Permanent total loss of the use of one hand and one foot	100%
Permanent total loss of the use of one hand and one arm	100%
Permanent total loss of the lens of one eye	50%
Permanent total loss of hearing in one ear	50%
Permanent total loss of the use of one foot or one leg	50%
Permanent total loss of the use of four fingers and thumb of either hand	75%
Permanent total loss of the use of one thumb, both joints	30%
Permanent total loss of the use of one thumb, one joint	15%
Permanent total loss of the use of a finger, three joints	15%
Permanent total loss of the use of a finger, two joints	15%
Permanent total loss of the use of a finger, one joint	5%

Permanent total loss of the use of all the toes of one foot	15%
Permanent total loss of the use of great toe, both joints	5%
Permanent total loss of the use of great toe, one joint	3%
Permanent total loss of the use of other toe (each toe)	1%
Third degree burns and/or resultant disfigurement which covers more than 50% of the entire body	50%
Necessary surgical removal of internal organs	1%
Permanent disability not otherwise provided	per organ
	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75% of the amount shown in the Schedule against Section 1 – Part A Lump Sum Benefits

Part B - Weekly Benefits

Total Disablement	
Category 1a to 4 (104 weeks)	100% of Salary up to \$2,000
Partial Disablement	
Categories 1a to 4 (104 weeks)	75% of Total Disablement Weekly Benefit

Parts C and D– Injury Resulting in:

Categories 1a to 4 - Fractured Bones	\$5,000
Categories 1a to 4 - Dental Procedures	\$5,000

Section 2 - Kidnap, Ransom and Extortion

Category 1a to 3	\$500,000
Category 4	Not Insured

Section 3 - Hijack and Detention

Category 1a to 3	\$100 (60 days maximum)
Legal Costs	\$10,000
Category 4	Not Insured

Section 4 - Medical and Additional Expenses and Cancellation and Curtailment Expenses

Category 1a to 3	
Medical Expenses	Unlimited
Cancellation/ Curtailment expenses	Unlimited
Evacuation and Repatriation	Unlimited
Category 4	
Medical Expenses	Not Insured
Cancellation/ Curtailment expenses	Not Insured
Evacuation and Repatriation	Not Insured

Section 4 A – Non-Medicare medical expenses and out of pocket expenses

Category 1a, 1b, 1c	Not Insured
Category 2 to 4	\$20,000

Section 5 – ACE Assistance

Category 1a to 3	Included
Category 4	Not Included

Section 6 – Loss of Deposits

Category 1a to 3	\$10,000
Category 4	Not Insured

Section 7 - Baggage/Business Property, Electronic Equipment, Deprivation of Baggage and Money/Travel Documents

Domestic and Overseas Travel	
Category 1a to 3	
Baggage/Personal Property (\$5,000 limit any one item)	\$20,000
Electronic Equipment	\$5,000
Deprivation of Baggage	\$3,000
Money/Travel Documents	\$5,000
Category 4	
Baggage/Personal Property	Not Insured
Electronic Equipment	Not Insured
Deprivation of Baggage	Not Insured
Money/Travel Documents	Not Insured

Section 8 - Alternative Employee/Resumption of Assignment Expenses

Category 1a to 3	\$20,000
Category 4	Not Insured

Section 9 – Personal Liability

Category 1a to 3	\$10,000,000
Category 4	Not Insured

Section 10 - Rental Vehicle Excess Waiver

Category 1a to 3	\$5,000
Category 4	Not Insured

Section 11 - Extra Territorial Workers Compensation (any one accident)

Category 1a to 3	
Weekly Benefits	\$1,000
Damages, Costs and Expenses	\$1,000,000
Aggregate Limit of Liability	\$5,000,000
Category 4	Not Insured

Section 12 – Missed Transport Connection

Category 1A to 3	\$10,000
Category 4	Not Insured

Section 13 – Political & Natural Disaster Evacuation

Category 1a to 3 Annual Aggregate	\$500,000
Category 1a to 3 Maximum Per Person	\$20,000
Category 4	Not Insured

Section 14 – Overbooked Flight

Category 1a to 3	\$2,500
Category 4	Not Insured

Section 15 – Search and Rescue Expenses

Category 1a to 3	Per Insured Person \$20,000
	Annual Aggregate \$100,000
Category 4	Not Insured

AGGREGATE LIMIT OF LIABILITY

\$10,000,000 Any one Period of Insurance except in respect of Non Scheduled Aircraft which is \$2,500,000.

WEEKLY BENEFIT PERIOD	104 Weeks from the date of Injury	
DEDUCTIBLE	Section 4(A)	\$25
	Section 7 – Electronic Equipment claims only	\$250
	All other claims -	\$Nil, unless stated in policy wording
POLICY WORDING AND CONDITIONS	ACE Insurance Ltd Group Personal Accident and Business Travel Policy wording reference/version number ACELGISPDPSPABT01	
INSURER	PROPORTION	POLICY NUMBER
ACE Insurance Limited	100.000%	05P0005535
REMARKS	Please refer to your policy document for details of Terms, Conditions and Exclusions.	

Casual Hirers Liability

OUR REF: 000426

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

MEMBER	City of Nedlands
COVERING	Casual Hirers of facilities owned by the Member A Casual Hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or twelve times per calendar year.
ABN AND ITC DETAILS	ABN: 92 614 728 214 ITC: 100.00%
BUSINESS	Principally Local Government Authority including the hire of facilities from The Member
PERIOD OF INSURANCE	From: 30 June 2013 at 4 PM Local Time (WA). To: 30 June 2014 at 4 PM Local Time (WA). and any further period for which the Insurer(s) agrees to provide cover.
GEOGRAPHICAL SCOPE	Australia
JURISDICTIONAL SCOPE	Australia
GOVERNING LAW OF CONTRACT	Australian
INTEREST PROTECTED	<u>General Liability</u> Legal Liability to Third Parties for - <ul style="list-style-type: none">▪ death, illness or personal/bodily injury.▪ loss or damage to property during the period of protection as a result of an occurrence happening in connection with the use of the hired facility by the Hirer.
LIMIT OF LIABILITY	<u>Section 1 – General Liability</u> \$10,000,000 any one occurrence.

DEDUCTIBLE

The Member shall bear the first \$500 of each and every Property Damage Claim or series of claims arising out of the one Occurrence. All indemnifiable liability attributable to one source or original cause shall be deemed one Occurrence for the purpose of the application of the above deductible.

PROTECTION PROVIDERS

Endorsements

CERTIFICATE NUMBER

000426

REMARKS

Please refer to your protection document wording for details of Terms, Conditions and Exclusions.

Fidelity Guarantee

OUR REF: 000440

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

MEMBER City of Nedlands

ABN AND ITC DETAILS ABN: 92 614 728 214 ITC: 100.00%

BUSINESS Local Government

POLICY PERIOD From: 30 June 2013 at 4 PM Local Time (WA).

To: 30 June 2014 at 4 PM Local Time (WA).

and any further period for which the Insurer(s) agrees to provide cover.

INTEREST PROTECTED Loss as a result of an act or acts of employee dishonesty as defined in the wording.

The loss must be direct financial loss sustained by the Member anywhere in the world in connection with a single act or series of related, continuous or repeated acts of employee dishonesty (including direct financial loss sustained by another person or organisation where the Member has responsibility for the care, custody and control of their money, securities or other property).

It does not include salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or any other employment benefits paid by the Member or such other person or organisation.

The direct financial loss must either:

- a) be sustained during the policy period and be discovered by the Member prior to the end of the policy period or discovery period, if applicable; or
- b) be sustained during a period prior to the policy period and be discovered by the Member prior to the end of the policy period provided that you have continuously been insured pursuant to the cover issued by the Scheme between the date that the loss was sustained and the date the loss was discovered

GEOGRAPHICAL SCOPE World Wide

GOVERNING LAW OF CONTRACT Australian

DISCOVERY PERIOD	12 months	
LIMITS OF LIABILITY	Limit any one person	\$500,000
	Aggregate Limit any one policy period	\$500,000
DEDUCTIBLE/EXCESSES	The Member shall bear the first \$5,000 of each Claim for Loss which the LGIS Liability Scheme may advance or for which the LGIS Liability Scheme may indemnify the Member.	
WORDING AND CONDITIONS	Ace Insurance policy wording reference/version number FidelityProtector (ed.06/02) except as otherwise modified by the following endorsements, which are shown in full on the Endorsement Schedule.	
	<u>Endorsements</u> Amount of Policy Not Reduced by Loss.	
	The insurance under each section and/or item of this Policy shall be automatically reinstated in the event of any loss in consideration of the payment by the Insured of a pro-rata additional premium calculated on the amount of the loss settlement at the rate(s) agreed for the period of Insurance.	
PROTECTION PROVIDER	(First \$50,000 any one loss)	
	This policy is placed with ACE Insurance Ltd, with a \$50,000 excess each and every claim	
	The LGIS Liability Scheme provides protection for the first \$50,000 any one loss, subject to the ACE Fidelity Protector (ed.04/2002) policy terms, conditions and excess.	
	LGIS Liability Scheme provides cover in excess of the Scheme Protection up to the Limits of Liability shown.	
POLICY NUMBER	LGIS Liability 05CH005846 ACE Insurance 05CH005846	
REMARKS	Please refer to your policy document for details of Terms, Conditions and Exclusions.	

LGIS Property Scheme

OUR REF: 000756

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

MEMBER	City of Nedlands	
MEMBERSHIP NUMBER	000065	
ABN AND ITC DETAILS	ABN: 92 614 728 214	ITC: 100.00%
BUSINESS	Local Government	
PERIOD OF PROTECTION	From: 30/06/13 at 4 PM Local Time (WA). To: 30/06/14 at 4 PM Local Time (WA). and any further period for which the Insurer(s) agrees to provide cover.	
GEOGRAPHICAL SCOPE	Australia	
JURISDICTIONAL SCOPE	Australia	
GOVERNING LAW OF CONTRACT	Australian	
SUMMARY OF COVER	Industrial Special Risks Machinery Breakdown Electronic Equipment General Property	Covered Covered Covered Covered
SCOPE OF COVER	Section 1 – Insured risks of physical loss, destruction or damage to property not specifically excluded in the policy wording; and Additional Cover. Machinery Breakdown This Section provides protection for repair costs following breakdown of Machinery and Pressure Equipment whilst located at the Member's situation/s. Electronic Equipment Breakdown This Section provides protection for repair costs following breakdown of Electronic Equipment whilst located at the Member's situation/s.	

General Property

This Section covers Accidental Loss or Damage to all items of portable property, such as, but not limited to mobile phones, ipads, laptop computers, survey equipment, Mayoral Chains and Medallions, sound meters, water testing kits, cameras, whilst away from the premises anywhere in Australia and whilst in Transit.

Section 2 – Resultant Consequential Loss (Business Interruption)

INTEREST PROTECTED

Section 1 - Material Loss or Damage

All real and personal property of every kind and description (except as excluded in the Protection Policy Document) belonging to the Member or for which the Member is responsible or has assumed responsibility to insure prior to the occurrence of any damage including all such property in which the Member may acquire an insurable interest during the Period of Protection.

Section 2 - Consequential Loss

Item 1: Gross Revenue/Increase Cost of Working
Item 2: Loss of Rent Receivable/Increase Cost of Working
Item 3: Claims Preparation and Proving Costs
Item 4: Additional Increased Cost of Working
Item 5: Accounts Receivable

LIMITS OF LIABILITY

Maximum Limit of Liability shall apply to all Members on an Any One Event basis in excess of the Mutual Fund Self Retention.

Sections 1 and 2 Combined: \$600,000,000 Any One Event

Other than:

Named Cyclone North of the 26 th parallel	\$75,381,254
Flood	\$35,000,000
Acquired Properties/companies	\$5,000,000

Applicable to all Members in the Aggregate on an Any One Event basis.

Member Limits of Liability

Individual Limits and Sub-limits apply per member, per event as declared on that Member's Certificate of Membership or Schedule but always limited to the Scheme Limits of Liability as shown above.

MUTUAL FUND SELF RETENTION

In the aggregate over all claims from Member Councils \$12,000,000

DECLARED VALUES IN ACCORDANCE WITH THE BASIS OF SETTLEMENT

Section 1 - Material Damage	\$68,938,491
General Property (Multi Risk) or as specified on the Schedule	\$250,000
Section 2 – Consequential Loss	\$7,050,000
TOTAL	\$76,238,491

SUB-LIMIT(S) OF LIABILITY

Unless otherwise stated below, the following sub-limits of liability will apply on a per member, per event basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability.

Section 1 - Material Loss or Damage

Accidental Damage	\$500,000
Burglary and/or Theft	\$250,000
Rewriting of Records	\$100,000
Money	\$250,000
Personal Property	
(Any one employee/Councillor/ Elected Member/ Visitor)	\$10,000
Plate Glass	Replacement Value
Book Debts	\$100,000
Fusion	\$50,000
Locks and/or Keys	\$100,000
Clearance of Drains	\$250,000
Art, antiques, curios and pottery (any one item limit of \$200,000 unless otherwise specified)	\$1,000,000
Statutory Fees	\$50,000
Temporary Removal and Limited Transit (Land Based Only)	\$50,000
Landscaping	\$100,000
Gates and Fences	\$1,000,000
Expediting Expenses	\$1,000,000
Extinguishment Expenses	2.5% of Total Asset Value per situation or \$1,000,000 whichever is lesser
Exploratory Costs	\$100,000
Customers Property	\$500,000
Customs and Excise and other duties	\$1,000,000
Spoilage of Refrigerated Goods	\$100,000
Miscellaneous Structures and Equipment (any one event)	\$2,000,000
Further limited to the lesser limits for any one item or any one situation as listed below. In the event of an asset value exceeding the prescribed limit no cover will be granted unless declared by the member on the schedule.	
Street signs and/or parking meters and/or street lights and/or lamp posts	\$20,000
Bus shelters and/or public seating	\$20,000
Public ablution blocks	\$20,000
Signs (other than street signs)	\$10,000 per sign
Structures and/or equipment of all types at sporting grounds and/or ovals and/or parks and/or gardens and/or playgrounds and/or reserves where the total value of such items does not exceed	\$150,000
Reticulation systems including pumps (and related wiring), pipe work and sprinklers where the total asset value of such reticulation systems does not exceed	\$40,000
Statues and/or structures and/or sculptures and/or other works of art and/or culture in the open air; not exceeding	\$50,000 per situation
Jetties and/or boat ramps where the value of assets so described does not exceed	\$10,000 per situation
Gates and/or fences and/or landscaping and/or foreshore and/or Street Furniture beautification where the value of assets does not exceed	\$50,000 per situation
Windmills and/or bore pumps and/or tanks and/or radio towers and/or solar panels where the value of assets does not exceed	\$20,000 per situation

Video surveillance cameras where the of assets does not exceed \$10,000 per situation
 Street banners and/or Christmas decorations and/or flagpoles where the value of assets does not exceed \$20,000 per situation

Extra Cost of Reinstatement

Where the Situation has not been professionally valued \$2,000,000
 or 10% of Situation whichever is the lesser.

Where the Situation has been professionally valued (and Said Provisions Accounted for), the value or % assigned in the valuation in the Situation Limit of Indemnity will apply (Any additional cover required should be specified on the member's schedule), up to the maximum Any One Event across all Situations of the Member of \$20,000,000

Removal of Debris

Where the Situation has not been professionally valued \$2,000,000
 or 10% of Situation whichever is the lesser.

Where the Situation has been professionally valued (and Said Provisions Accounted for), the value or % assigned in the valuation in the Situation Limit of Indemnity will apply, up to the maximum Any One Event across all Situations of the Member of \$20,000,000

Architects and professional Fees

Where the Situation has not been professionally valued \$2,000,000
 or 10% of Situation whichever is the lesser.

Where the Situation has been professionally valued (and Said Provisions Accounted for), the value or % assigned in the valuation in the Situation Limit of Indemnity will apply, (Any additional cover required should be specified on the member's schedule) up to the maximum Any One Event across all Situations of the Member of \$20,000,000

Additional Cover

Machinery Breakdown

Each and every claim or series of claims arising out of the one event \$200,000

Electronic Equipment Breakdown

Each and every claim or series of claims arising out of the one event \$200,000

Transit Risks \$10,000

General Property/Multi Risks

Non-specified items maximum any one item \$10,000

Items individually specified in declared Property Schedule \$40,000

Section 2 – Business Interruption

Item 1: Loss of Revenue / Item 2: Loss of Rent Receivable	\$5,000,000
Item 3: Claims Preparation Costs	\$50,000
Item 4: Additional Increased Cost of Working	\$2,000,000
Item 5: Accounts Receivable	\$2,000,000
Public Utilities (land based only)	\$5,000,000
Prevention of Access	\$5,000,000
Unnamed Suppliers/Customers Premises	\$1,000,000
Government Incentives unless otherwise declared under	
Gross Revenue	\$100,000
Fines and Penalties	\$10,000

INDEMNITY PERIOD 24 months

DEDUCTIBLE/EXCESS Individual Deductibles apply as per Member's Certificate of Membership

Standard (Any One Loss or series of Losses arising out of Any One Event)	\$2,000
Earthquake (Refer to Policy Wording for full description)	1% or \$20,000 whichever is the lesser Any One Event
Personal Property- whilst on Councils premises listed on Schedule	\$250 Any One Event
Named Cyclone Excess (Refer to Policy Wording for full description)	\$50,000 Any One Event
Machinery Breakdown	\$100 Any One Event
Electronic Breakdown	\$250 Any One Event
General Property	\$100 Any One Event
Public Utilities (Land Based Only)	72 hours
Prevention of Access	72 hours

PROTECTION POLICY WORDING AND CONDITIONS

1. LGIS Property Scheme and Excess of Loss Policy Document V01.2012
2. Members Certificate of Membership and Property Register
3. Scheme Rules and Trust Deed

LGIS Liability Scheme

OUR REF: 000065

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

MEMBER City of Nedlands

ABN AND ITC DETAILS ABN: 92 614 728 214 ITC: 100.00%

BUSINESS Local Government

PERIOD OF PROTECTION From: 30 June 2013 at 4 PM Local Time (WA).

To: 30 June 2014 at 4 PM Local Time (WA).

and any further period for which the Insurer(s) agrees to provide cover.

GEOGRAPHICAL SCOPE The protection will apply worldwide except in respect of:

- a) Claims made or actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the Courts of the United States of America or the Dominion of Canada, where protection will only apply in respect of claims or actions arising from the Member travelling to those countries.
- b) Claims made which are governed by the laws of the United States of America or the Dominion of Canada, whether by agreement of The Members or otherwise.
- c) Liability accruing to The Member as a consequence of any indemnity, undertaking or hold harmless agreement provided to any party which indemnifies that party against awards, claims or damages or costs associated with actions in the Courts of Canada and/or the United States of America their protectorates or dependencies.

Further, notwithstanding the aforesaid, this Policy does not apply at all to any risks located in Countries or areas on the United States State Department's list of excluded territories during the term of this Policy, as set forth in 22 C.F.R. 12b.1(d) as amended from time to time.

JURISDICTIONAL SCOPE Australia

GOVERNING LAW OF CONTRACT Australian

INTEREST INSURED

A. The scheme will pay to or on behalf of The Member all sums for which The Member shall become legally liable to pay by way of compensation in respect of:

- Death or Personal Injury
- Loss or Damage to Property

happening during the Period of Protection and caused by an occurrence in connection with the Business, from:

- i. **Public Liability**
- ii. **Products Liability**

All as defined in the Protection Wording.

B. Professional Indemnity (this is a Claims Made Coverage)

Any Claim or Claims first made against The Member and notified to the Scheme during the Period of Protection arising out of any negligent act, error or omission whenever or wherever the same was or may have been committed or alleged to have been committed by The Member in the conduct of The Member's Business (other than any indemnity provided by this protection under A (i) Public Liability and (ii) Products Liability).

LIMITS OF LIABILITY

Section A

Public Liability	\$100,000,000 any one occurrence
Products Liability	\$100,000,000 any one occurrence

Section B

Professional Indemnity	\$100,000,000 any one occurrence
------------------------	----------------------------------

EXCESS

Libel and Slander	\$5,000 any One Claim arising from an Occurrence
Public Liability	\$Nil any One Claim arising from an Occurrence
Professional Indemnity	\$1,500 any One Claim arising from an Occurrence

PROTECTION WORDING AND CONDITIONS

LGIS Liability Protection Wording Version 10

Endorsements

- Tree Root Extension (This Is Similar To A CLAIMS MADE Extension)
- Libel And Slander (This Is Similar To A CLAIMS MADE Extension)
- Loss Of Documents
- Fraud And Dishonesty
- Delegated Authority Clause
- Breach Of Warranty Clause
- Trade Practices Act (Commonwealth) And Equivalent Fair Trading Acts (State) Clause
- Aerodrome Endorsement
- Consultants
- Erroneous Issue Of Certificates
- Bushfire Extension
- Bush Fire Act Liability

-
- Medical Facilities (This Is Similar To A CLAIMS MADE Extension)

INSURER

LGIS Liability Scheme

POLICY NUMBER

LGIS Liability Scheme 100.000% 000065

REMARKS

Please refer to your policy document for details of Terms, Conditions and Exclusions.

LGIS WorkCare Scheme

OUR REF: 000511

NOTE: Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sum Insured, Limit of Liability or Sub-Limit) but no amount is recorded, no cover is provided under this policy.

MEMBER	City of Nedlands				
ABN AND ITC DETAILS	ABN: 92 614 728 214 ITC: 100.00%				
BUSINESS	Local Government				
PERIOD OF PROTECTION	From: 30 June 2013 at 4 PM Local Time (WA). To: 30 June 2014 at 4 PM Local Time (WA). and any further period for which the Insurer(s) agrees to provide cover.				
DESIGNATED STATE OR TERRITORY	Western Australia				
JURISDICTIONAL SCOPE	Australia				
GOVERNING LAW OF CONTRACT	Australian				
COVERAGE	<p>Coverage is granted to The Member in accordance with the Workers Compensation and Injury Management Act (1981) including unlimited common law cover.</p> <p>Journey Accident Cover The Protection cover extends to include accidents that occur whilst a worker is travelling to and from his/her workplace where the Workers Compensation and Injury Management Act (1981) does not provide cover.</p> <p>Benefits are as follows:</p> <table><tr><td>Death and Capital Benefits</td><td>\$100,000</td></tr><tr><td>Weekly Benefits 100% of weekly earnings (as defined) to a maximum of (payable for up to 104 weeks from the date of injury)</td><td>\$1,000</td></tr></table> <p>Deductible/Excess The Member shall bear the first \$Nil of each and every loss or series of losses arising out of any one event.</p>	Death and Capital Benefits	\$100,000	Weekly Benefits 100% of weekly earnings (as defined) to a maximum of (payable for up to 104 weeks from the date of injury)	\$1,000
Death and Capital Benefits	\$100,000				
Weekly Benefits 100% of weekly earnings (as defined) to a maximum of (payable for up to 104 weeks from the date of injury)	\$1,000				

**AGGREGATE LIMITS
OF LIABILITY**

Workers' Compensation

Pooled Cover and Indemnity Cover

1. LGIS WorkCare Scheme Pooled Cover – up to \$500,000 indexed any one claim/event.
2. Indemnity Cover – Unlimited in excess of \$500,000 indexed any one claim /event.

Journey Accident Cover

Aggregate Limit of Liability
any one Period of Insurance for all Councils in WA \$1,000,000

**CONTRIBUTION
CALCULATION**

Estimated Wages	\$10,753,659
Scheme Rate	1.8%

**PROTECTION WORDING
AND CONDITIONS**

LGIS WorkCare Membership is confirmed subject to Trust Deed, Scheme Rules and the LGIS Workcare Protection Policy dated 30th June.

Endorsements

Additional Insurances Available

The following types of insurance are available to you; items that are not crossed out have **not** been purchased by you through LGIS. It should be noted that this list does not include all types of policies available in the various insurance markets. Availability of some classes will be subject to prevailing market conditions.

As business is continually changing we recommend these areas be reviewed regularly to ensure that it is still appropriate for the Company to carry the risk.

Please indicate if you would like a quotation for any of these classes of insurance.

Class of Insurance/Risk

- Major Airport Owners and Operators Liability
 - ~~Casual Hirers Liability~~
 - ~~Contract Works~~
 - Corporate Practices Protection
 - ~~Councillors and Officers Liability~~
 - Employee Income Protection
 - ~~Fidelity Guarantee~~
 - Inpatriate Medical (Employees on 457 Visa)
 - JLT Events C&A (Cancellation and Abandonment)
 - JLT Events C&NA (Cancellation and Non Appearance)
 - ~~Journey Injury TopUp Cover~~
 - Local Government Pollution Legal Liability
 - Marine Cargo
 - Marine Hull / Pleasurecraft
 - ~~Motor Vehicle & Plant~~
 - ~~Personal Accident & Travel~~
 - Salary Continuance
 - LGIS Bushfire Injury
 - ~~LGIS Property~~
 - ~~LGIS Liability~~
 - ~~LGIS WorkCare~~
-

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7.5 2013 Compliance Audit Return

Committee	13 February 2013
Applicant	City of Nedlands
Officer	Phoebe Huigens, Policy and Projects Officer
Director	Michael Cole Director Corporate and Strategy
File Reference	ORN/007-04
Previous Item	Nil

Regulation 11(da) – Not applicable – Recommendation adopted.

Moved – Councillor James
 Seconded – Councillor Hodsdon

That the Recommendation to Committee is adopted.

(Printed below for ease of reference)

CARRIED UNANIMOUSLY 4/-

Committee Recommendation / Recommendation to Committee

Council adopts the 2013 Compliance Audit Return.

Executive Summary

The 2013 Compliance Audit Return is an annual return that is required to be reviewed and adopted by Council prior to submission to the Department of Local Government by 31 March 2014. The Audit and Risk Committee is required to review the return and is to submit the results of that review to Council.

Strategic Plan

KFA: Governance and Civic Leadership

The completion of the 2013 Compliance Audit Return provides a measure of compliance with certain statutory requirements under the Local Government Act 1995 and related regulations.

Background

Local governments are required to complete the annual Compliance Audit Return. The attached return for the City of Nedlands is for the period 1 January 2013 to 31 December 2013. It is required to be considered and adopted by Council, and submitted to the Department of Local Government by 31 March 2014. The Audit and Risk Committee is required to review the return and is to submit the results of that review to Council.

Key Relevant Previous Council Decisions:

Not applicable.

Consultation

Required by legislation:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Required by City of Nedlands policy:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

The Audit and Risk Committee is required to review the return and is to submit the results of that review to Council.

Legislation / Policy

Regulations 14 and 15 of the Local Government (Audit) Regulations 1996 as follows:

In accordance with Regulation 14 and 15 of the Local Government (Audit) Regulations 1996 the Compliance Audit Return 2013 must be:

1. Presented to the Audit and Risk Committee for review and then presented to Council;
2. Adopted by Council;
3. Recorded in the minutes of the meeting at which it was adopted; and
4. A certified copy of the return, along with a copy of the minutes recording its adoption, to be submitted to the Department of Local Government by 31 March 2014.

Budget/Financial Implications

Within current approved budget:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Requires further budget consideration:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

The 2013 Compliance Audit Return is conducted using internal resources and there are no other financial impacts.

Risk Management

The completion of the 2013 Compliance Audit Return provides a measure of compliance with a number of statutory requirements under the Local Government Act 1995 and related regulations. Completion of the return minimises the risk of legislative non-compliance.

Discussion

The City's 2013 Compliance Audit Return was completed in January by the Director Corporate and Strategy in consultation with the Policy and Projects Officer after reviewing and assessing:

- Council meeting agendas and minutes
- Performance plans, media advertisements, procedures and policies, local laws etc
- Interviews with responsible officers.

Conclusion

The City is committed to compliance and operating at best-practice levels in all areas. The completion of the Compliance Audit Return for 2013 demonstrated a perfect level of compliance by the City of Nedlands for questions listed in the return.

In accordance with Regulation 14 and 15 of the Local Government (Audit) Regulations 1996 the Compliance Audit Return 2013 must be:

1. Presented to Council;
2. Adopted by Council;
3. Recorded in the minutes of the meeting at which it was adopted; and
4. A certified copy of the return, along with a copy of the minutes recording its adoption, to be submitted to the Department of Local Government by 31 March 2014.

The report is attached for the Committee's review.

Attachments

1. Compliance Audit Return 2013



Nedlands - Compliance Audit Return 2013

Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government and Communities together with a copy of section of relevant minutes.

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2013.	N/A		Michael Cole
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2013.	N/A		Michael Cole
3	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2013.	N/A		Michael Cole
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2013.	N/A		Michael Cole
5	s3.59(5)	Did the Council, during 2013, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	N/A		Michael Cole



Delegation of Power / Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	N/A	Committees do not have delegated authority	Michael Cole
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	N/A		Michael Cole
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	N/A		Michael Cole
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	N/A		Michael Cole
5	s5.18	Has Council reviewed delegations to its committees in the 2012/2013 financial year.	Yes		Michael Cole
6	s5.42(1),5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	Yes		Michael Cole
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes	See Council Minutes 24 September 2013	Michael Cole
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Michael Cole
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes	By letter 19 December 2013	Michael Cole
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	Yes	See Council Minutes 24 September 2013	Michael Cole
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes	Reported to Council Monthly	Michael Cole
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2012/2013 financial year.	Yes	on 25 June 2013 and 24 September 2013	Michael Cole
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes	Electronic records kept	Michael Cole

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	N/A		Michael Cole
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	N/A		Michael Cole



No	Reference	Question	Response	Comments	Respondent
3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes		Michael Cole
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	Yes		Michael Cole
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes		Michael Cole
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2013.	Yes		Michael Cole
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2013.	Yes		Michael Cole
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	Yes		Michael Cole
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes		Michael Cole
10	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	Yes		Michael Cole
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	Yes		Michael Cole
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes		Michael Cole
13	s5.103 Admin Reg 34C & Rules of Conduct Reg 11	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes		Michael Cole
14	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes		Michael Cole



No	Reference	Question	Response	Comments	Respondent
15	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	N/A		Michael Cole
16	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes		Michael Cole

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Was local public notice given prior to disposal for any property not disposed of by public auction or tender (except where excluded by Section 3.58(5)).	Yes		Michael Cole
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property.	Yes		Michael Cole

Elections

No	Reference	Question	Response	Comments	Respondent
1	Elect Reg 30G (1)	Did the CEO establish and maintain an electoral gift register and ensure that all 'disclosure of gifts' forms completed by candidates and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the candidates.	Yes		Michael Cole

Finance

No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes		Michael Cole
2	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	N/A		Michael Cole
3	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes		Michael Cole
4	s7.3	Was the person(s) appointed by the local government to be its auditor, an approved auditor.	Yes		Michael Cole
5	s7.3, 7.6(3)	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	Yes		Michael Cole



No	Reference	Question	Response	Comments	Respondent
6	Audit Reg 10	Was the Auditor’s report for the financial year ended 30 June 2013 received by the local government within 30 days of completion of the audit.	Yes		Michael Cole
7	s7.9(1)	Was the Auditor’s report for 2012/2013 received by the local government by 31 December 2013.	Yes		Michael Cole
8	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor’s report prepared under s7.9 (1) of the Act required action to be taken by the local government, was that action undertaken.	N/A	No matters raised by Auditor	Michael Cole
9	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor’s report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	N/A		Michael Cole
10	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor’s report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	N/A		Michael Cole
11	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		Michael Cole
12	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	Yes		Michael Cole
13	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		Michael Cole
14	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	Yes		Michael Cole
15	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	Yes		Michael Cole



Local Government Employees					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	N/A	No CEO appointment in 2013	Michael Cole
2	s5.36(4) s5.37(3), Admin Reg 18A	Were all vacancies for the position of CEO and other designated senior employees advertised and did the advertising comply with s.5.36(4), 5.37(3) and Admin Reg 18A.	N/A	No CEO or designated senior officers appointments in 2013	Michael Cole
3	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	N/A		Michael Cole
4	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	N/A		Michael Cole
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	N/A		Michael Cole

Official Conduct					
No	Reference	Question	Response	Comments	Respondent
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	N/A	CEO is the Complaints Officer	Michael Cole
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that result in action under s5.110(6)(b) or (c).	Yes		Michael Cole
3	s5.121(2)(a)	Does the complaints register maintained by the complaints officer include provision for recording of the name of the council member about whom the complaint is made.	Yes		Michael Cole
4	s5.121(2)(b)	Does the complaints register maintained by the complaints officer include provision for recording the name of the person who makes the complaint.	Yes		Michael Cole
5	s5.121(2)(c)	Does the complaints register maintained by the complaints officer include provision for recording a description of the minor breach that the standards panel finds has occurred.	Yes		Michael Cole
6	s5.121(2)(d)	Does the complaints register maintained by the complaints officer include the provision to record details of the action taken under s5.110(6)(b) (c).	Yes		Michael Cole



Tenders for Providing Goods and Services					
No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	Yes		Michael Cole
2	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than inviting tenders for a single contract.	N/A		Michael Cole
3	F&G Reg 14(1)	Did the local government invite tenders via Statewide public notice.	Yes		Michael Cole
4	F&G Reg 14, 15 & 16	Did the local government's advertising and tender documentation comply with F&G Regs 14, 15 & 16.	Yes		Michael Cole
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes		Michael Cole
6	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		Michael Cole
7	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes		Michael Cole
8	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17.	Yes		Michael Cole
9	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes		Michael Cole
10	F&G Reg 21 & 22	Did the local governments's advertising and expression of interest documentation comply with the requirements of F&G Regs 21 and 22.	Yes		Michael Cole
11	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	Yes		Michael Cole



No	Reference	Question	Response	Comments	Respondent
12	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	Yes		Michael Cole
13	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	Yes		Michael Cole
14	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government comply with the requirements of F&G Reg 24E in relation to the preparation of a regional price preference policy (only if a policy had not been previously adopted by Council).	N/A		Michael Cole
15	F&G Reg 11A	Does the local government have a current purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$100,000 or less.	Yes		Michael Cole

I certify this Compliance Audit return has been adopted by Council at its meeting on _____

 Signed Mayor / President, Nedlands

 Signed CEO, Nedlands

Other business

Mr Michael Cole, Director Corporate & Strategy informed the Committee that the City has appointed B.D.O. Pty Ltd as internal auditors for the next three years.

There was general discussion on purchase orders, credit cards and fuel cards. The chief executive officer confirmed the internal reviews of these and that they are also subject of audit reviews.

Date of next meeting

The date of the next meeting of this Committee is to be advised.

Declaration of Closure

There being no further business, the Presiding Member declared the meeting closed at 6.40pm.