

# Shire of Pingelly

## Attachments

Ordinary Council Meeting  
18 July 2018



# **Attachment 1**

## **14.1 Policy Manual Annual Review**

**Sponsorship Policy with Changes Marked in Red**

# Attachment

Attachment theory

Attachment theory: A theory of psychological bonding



## Shire of Pingelly 5.16 Sponsorship Policy

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<b>Policy Owner:</b>	Corporate Services
<b>Person Responsible:</b>	Director Corporate Community Services
<b>Date of Approval:</b>	21 September 2018

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**Overview** The Shire of Pingelly (Shire) supports the partnership with the Pingelly Recreation and Cultural Centre (PRACC) Board to actively seek financial and/or in-kind sponsorship from time to time from organisations, bodies, companies or individuals to support specific promotions, events, services, assets and other activities. This Sponsorship Policy adopted by the Pingelly Shire Council is aimed to ensure that probity and accountability is maintained in the selection or appointment of sponsors and in managing those sponsorships.

**Objectives** Sponsorship  
To maximise financial and in-kind assistance to Shire or PRACC activities, events, assets and services, to the mutual benefit of both parties.

The Sponsorship Policy

1. To heighten awareness of probity and accountability issues within Council and protect Council, Councillors, Staff and PRACC Board members from being compromised.
2. To reduce the risk of corrupt conduct and provide a useful starting point for potential commercial sponsors.
3. To ensure a consistent corporate approach to seeking sponsorship opportunities.
4. To set rules for entering into sponsorship agreements.
5. To clearly identify responsibility and accountability levels.

**Sponsorship** What is Sponsorship?  
Sponsorship is the purchase of the right to associate the sponsor's name, products and/or services with the Shire's or PRACC service, product or activity in return for agreed benefits. Sponsorship rights can be purchased through financial contributions or the provision of in-kind goods or services. Sponsorship is not a grant or donation. Sponsorship is a business relationship in which both the Sponsor as well as the Shire or PRACC should benefit.

**Policy**

1. When this Policy applies: Sponsorship of the Shire of Pingelly's or PRACC Boards assets or events.

This Policy applies only when a Shire of Pingelly ("the Shire") project, event or asset funded/owned or managed by the Shire receives the sponsorship. The Chief Executive Officer (CEO) of the Shire will sign any Sponsorship Agreement, or Sponsorship Letter with the Sponsor in accordance with this policy. When sponsorship relates to the Pingelly Recreation and Cultural Centre the CEO and the Chair Person of the PRACC Board will sign any Sponsorship Agreement, or Sponsorship Letter in partnership with the Sponsor in accordance with this policy.

## 2. Determining whether to have Sponsorship

Sponsorship benefit for an event may be in the form of assistance in funding the cost of holding an event, where the Sponsorship involves cash. Alternatively, it may be in the form of in-kind services for which payment would otherwise be required. Sponsorship may also take the form of participants at an event receiving products or services that are desirable or useful to the participants.

Sponsorship benefit for an asset may be in the form of assistance in funding the asset or its ongoing maintenances/costs, where the Sponsorship involves cash. Alternatively, it may be in the form of in kind services or products which would otherwise have had to be paid for, e.g. equipment or labour.

A decision should be made in regards to each Event/Asset about:

- whether or not to seek/accept Sponsorship.
- the identity of acceptable Sponsors.
- the benefits of the Sponsorship to the Shire **or PRACC** and the Sponsor.
- the form of any Sponsorship.
- the resources required and obligations upon the Shire **or PRACC** as a result of the Sponsorship.
- any risks to the Shire, **PRACC** or Sponsor associated with the Sponsorship.

A Sponsorship Proposal outlining the above details will be completed for each Event/Asset. Any Event sponsorship over \$5,000 or Asset sponsorship shall be endorsed by Council prior to the signing of any Sponsorship Agreements or Sponsorship Letters.

## 3. Decision making framework

In making a decision about Sponsorship, the following framework will be considered.

### **Guideline 1: Identity of Sponsor**

The Sponsor must be a responsible and reputable organisation whose name and identity would enhance the Sponsored Event.

Organisations that sell or promote tobacco or alcohol shall not be considered as potential sponsors.

### **Guideline 2: Shire's **or PRACC** reputation and standing**

The Sponsorship should enhance the public image of the Shire **or PRACC**, and its reputation and standing. There should not be any risk to the Shire's **or PRACC** reputation and standing arising from the Sponsor's identity, the identity of its affiliates, or the Sponsorship.

### **Guideline 3: No conflict of interest**

There should not be any conflict of interest, nor any perceived conflict of interest between the Sponsor and the Shire **or PRACC**. Sponsorship arrangements should be avoided where there is clearly a conflict between the objectives and mission of the Shire **or PRACC** and its respective activities and those of the Sponsor.

#### **Guideline 4: No negative impact.**

Sponsorship arrangements shall not be entered into which could limit the Shire's **or PRACC** ability to carry out its functions fully and impartially.

All sponsorship agreements will positively state that the Shire's **or PRACC** functions will continue to be carried out fully and impartially, notwithstanding the existence of a sponsorship arrangement. Sponsorship agreements will clearly describe the process and possible consequences of any sponsorship related impacts on Shire's **or PRACC** responsibilities (including, a statement to the effect that any attempted influence of the sponsored functions will result in an automatic review and/or termination of the sponsorship arrangement).

#### **Guideline 5 – No explicit endorsement**

Sponsorship of the Shire **or PRACC** activities, events or assets will not involve explicit endorsement of the sponsor or the sponsor's products. Strong implicit endorsement of a sponsor's product will be avoided. Sponsorship agreements shall specifically state where the Sponsor's product(s) or name can be used.

#### **Guideline 6: Benefit of Sponsorship**

The specific sponsorship that is proposed should benefit the Pingelly community and the Sponsored Event. It is inappropriate for any Councillors or employee of the Shire **or PRACC** to receive a personal benefit from a sponsor/sponsorship.

Where a benefit is provided by a sponsor on a corporate basis (such as cash payment for, or in-kind provision of hospitality at a conference), there shall be no perception of personal benefit being given to a member of Staff, Council **or PRACC Board member** as an individual.

#### **Guideline 7: Appropriateness of Obligations**

The specific obligations that the Shire **or PRACC** will have as a result of the Sponsorship need to be assessed, including:

1. Does the Shire **or PRACC** have the capacity and capability to complete the obligations?
2. Will the Shire **or PRACC** have the resources to complete the obligations?
3. What are the risks to the Shire **or PRACC** in relation to the obligations, and how will they be mitigated?

#### **Guideline 8: Local preference; No favouritism**

The Shire **or PRACC** will endeavour to offer local organisations the opportunity to be a sponsor before extending the offer to other organisations. Excluding local preference; the Shire **or PRACC** must not favour a sponsor in a particular industry sector to the exclusion of its competitors, but will use reasonable efforts to offer the opportunity to sponsor fairly without favouritism.

#### **Guideline 9: A Business Approach**

The Shire **or PRACC** will apply a business approach to offering sponsorship opportunities, and to the negotiation of the commercial terms of sponsorship. The sponsorship benefits to be received by the Sponsor should correspond with the level of benefit which is received by the Shire **or PRACC** from the Sponsor.

#### 4. Operational Matters

A sponsorship arrangement is a formal business agreement and should be described in an appropriate written form. Sponsorship agreements constitute contracts and should only be administered by an Executive Shire staff member or PRACC Board member.

Only sponsorship arrangements up to the value of \$5,000 being a cash payment for, or in-kind provision of hospitality at a conference or participants at an event receiving products or services that are desirable or useful to the participants are able to be approved by the CEO.

Sufficient resources must be made available to enable the promised sponsor benefits to be delivered.

Sufficient information should be collected and provided to enable the sponsor to evaluate the outcomes of the sponsorship.

The benefits which are provided should match the level of sponsorship.

#### 5. Assessing/Approving Sponsorship Proposals

All Sponsorship Proposals must be appropriately documented outlining the benefits accruing to any potential sponsor and shall contain the following information:

- Type of event/asset.
- Amount/type of sponsorship.
- Sponsor's details.
- Responsibilities of the Shire or PRACC.
- Conditions of the sponsorship, inc. any requirements – location, timing, expectations.
- Period of the sponsorship.

Where two or more sponsors are interested in sponsoring the same event/conference and the sponsorship needs to be exclusive, one sponsor will be selected and submitted to the CEO for endorsement. The request for endorsement will detail on what grounds the sponsor was selected.

All Sponsorship Proposals over \$5,000 must be approved by the CEO, endorsed by the Council and will be in compliance with the requirements of the sponsorship policy.

A formal offer of sponsorship will then be made in writing, specifying in detail the sponsorship and its outcomes to ensure there is no disagreement between the Shire's or PRACC and the sponsor's expectations.

#### 6. Sponsorship Agreements

There is no required format for a sponsorship agreement. Sponsorship agreements could vary to be in the form of a letter outlining the Shire's or PRACC requirements and conditions, or, for larger amounts, could consist of a detailed legal contract. It may also be a requirement of the Sponsor who may stipulate and supply an agreement to be signed. Depending on the complexity of the sponsorship project, consideration will need to be given by the recommending officer as to the form of agreement that should be used. All sponsorship agreements need to state essential information as provided in this Policy.



## 7. Information on Sponsorship Agreements

All information about the full nature and extent of sponsorship agreements will be made available to the public upon request without disclosing any commercial in-confidence information.

## 8. Naming Rights

Where a Sponsor is seeking naming rights for a Shire or PRACC project, asset or event, the Sponsorship Agreement, in addition to the initial Sponsorship Proposal must be endorsed by Council.

## 9. Signage

Where a Sponsor is seeking to erect permanent or temporary signage in the Shire, the Sponsorship Agreement or Sponsorship Letter must state the maximum size of the signage and specify the location of each sign. **The fixing or erection nature along with size and colours are to be approved by the CEO as part of the approved formal sponsorship engagement.**

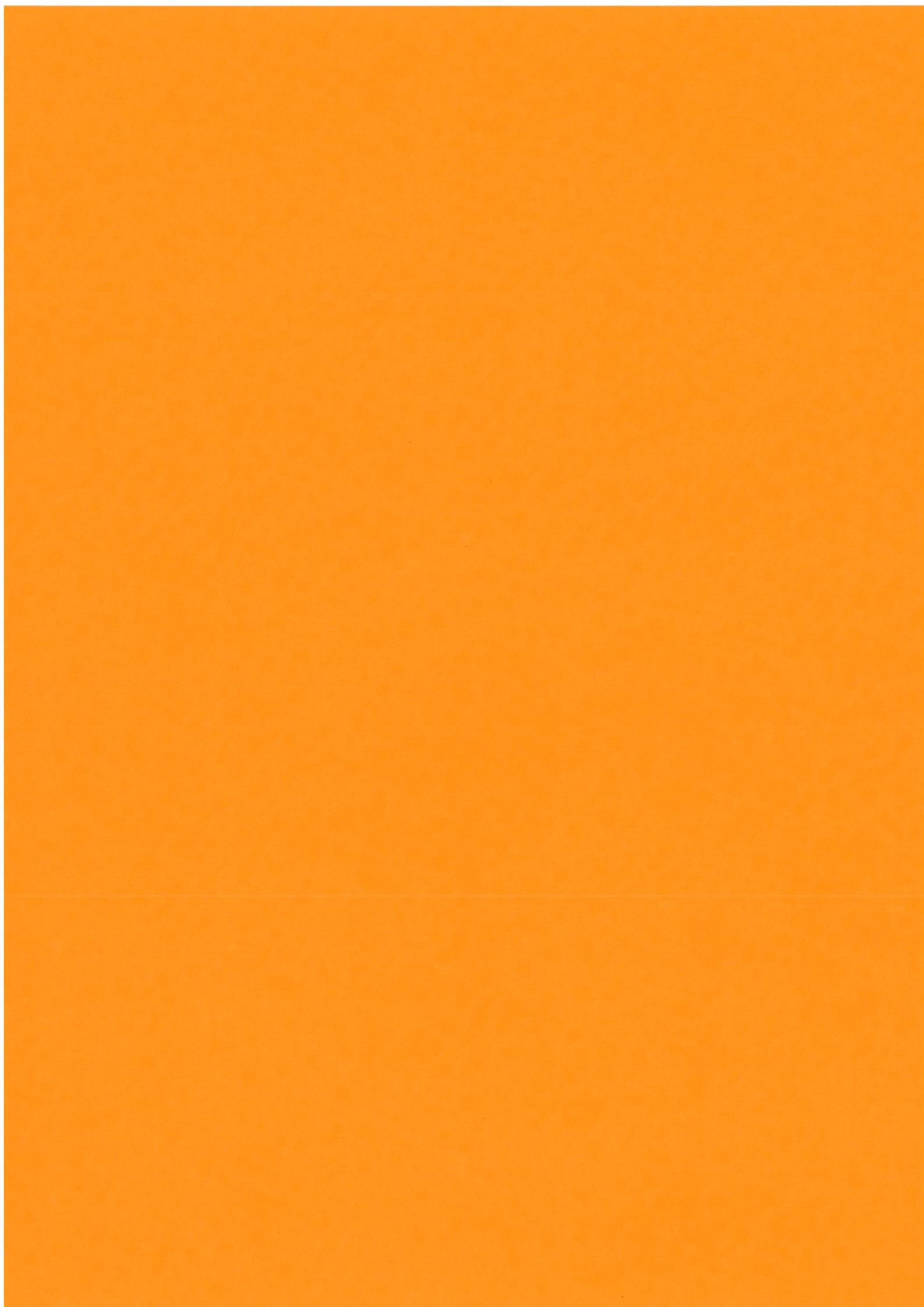
DRAFT



# Attachment 3

16.1 Proposed Road Widening Bodey Street, Pingelly

Email – Peter Gow – Proposed Widening



CSO

SHIRE OF PINGELLY	
FILE	A20153
DATE	27 JUN 2018
Officer	DTS
Copy to	ICR182436

**From:** Barry Gibbs  
**Sent:** Tuesday, 26 June 2018 11:31 AM  
**To:** CSO  
**Subject:** FW: Proposed Road Widening ex Lot 3001 on DP50195  
**Attachments:** DP414147 draft.pdf

Inward Correspondence



**Barry Gibbs**  
**Director Technical Services**

17 Queen Street, Pingelly WA 6308  
 PH: (08) 9887 1066 Fax: (08) 9887 1453  
 Email: [dts@pingelly.wa.gov.au](mailto:dts@pingelly.wa.gov.au)  
 Web: [www.pingelly.wa.gov.au](http://www.pingelly.wa.gov.au)



**Pingelly – People and Progress**

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 Check in on a mate if they're not going so well.  
 Visit [thinkmentalhealthwa.com.au](http://thinkmentalhealthwa.com.au)



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**From:** Peter Gow <peter-gow@bigpond.com>  
**Sent:** Monday, 25 June 2018 7:54 AM  
**To:** Barry Gibbs <dts@pingelly.wa.gov.au>  
**Subject:** Fw: Proposed Road Widening ex Lot 3001 on DP50195

Barry, Could the Shire please resolve to make a request to the Minister to proceed with the road widening of Bodey St as per the guidelines below.  
 Any questions please call.  
 Regards Peter Gow 0428250962

**From:** [DOL Proposals](#)  
**Sent:** Friday, June 22, 2018 5:47 PM  
**To:** 'Peter Gow'  
**Subject:** RE: Proposed Road Widening ex Lot 3001 on DP50195

Hi Peter,

For the road widening to proceed the Department requires the Local government to provide the necessary documents pertaining to section 56 of the Land Administration Act 1997 and the Land Administration Regulations 1998:

Whilst you have provided information in the form of plans we still require written confirmation that the Local Government has resolved this and they need to make this request.

Please find below the requirement for a road widening and dedication of a Road.

## **56. Dedication of land as road**

- (1) If in the district of a local government —
  - (a) land is reserved or acquired for use by the public, or is used by the public, as a road under the care, control and management of the local government; or
  - (b) in the case of land comprising a private road constructed and maintained to the satisfaction of the local government —
    - (i) the holder of the freehold in that land applies to the local government, requesting it to do so; or
    - (ii) those holders of the freehold in rateable land abutting the private road, the aggregate of the rateable value of whose land is greater than one half of the rateable value of all the rateable land abutting the private road, apply to the local government, requesting it to do so;or
  - (c) land comprises a private road of which the public has had uninterrupted use for a period of not less than 10 years,

and that land is described in a plan of survey, sketch plan or document, the local government may request the Minister to dedicate that land as a road.

- (2) If a local government resolves to make a request under subsection (1), it must —
  - (a) in accordance with the regulations prepare and deliver the request to the Minister; and
  - (b) provide the Minister with sufficient information in a plan of survey, sketch plan or document to describe the dimensions of the proposed road.
- (3) On receiving a request delivered to him or her under subsection (2), the Minister must consider the request and may then —
  - (a) subject to subsection (5), by order grant the request; or
  - (b) direct the relevant local government to reconsider the request, having regard to such matters as he or she thinks fit to mention in that direction; or
  - (c) refuse the request.
- (4) On the Minister granting a request under subsection (3), the relevant local government is liable to indemnify the Minister against any claim for compensation (not being a claim for compensation in respect of land referred to in subsection (6)) in an amount equal to the amount of all costs and expenses reasonably incurred by the Minister in considering and granting the request.
- (5) To be dedicated under subsection (3)(a), land must immediately before the time of dedication be —
  - (a) unallocated Crown land or, in the case of a private road, alienated land; and

- (b) designated in the relevant plan of survey, sketch plan or document as having the purpose of a road.
- (6) If land referred to in subsection (1)(b) or (c) is dedicated under subsection (3)(a), a person with an interest in that land (including a person who has the benefit of an easement created under section 167A of the TLA) is not entitled to compensation because of that dedication.

Kind Regards

Cassandra Tan | State Land Officer | Assessment  
Level 2, 140 William Street, Perth WA 6000  
(08) 6552 4544  
[www.dplh.wa.gov.au](http://www.dplh.wa.gov.au)



Department of Planning,  
Lands and Heritage



*The department acknowledges the Aboriginal peoples of Western Australia as the traditional custodians of this land and we pay our respects to their Elders, past and present.*

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**From:** Peter Gow [<mailto:peter-gow@bigpond.com>]  
**Sent:** Monday, 30 April 2018 9:25 AM  
**To:** DOL Proposals  
**Cc:** Barry Gibbs  
**Subject:** Proposed Road Widening ex Lot 3001 on DP50195

**21/06/2016 AS04 CT to advise that the LG is to comply with s.56 of the LAA – AS01 BH**  
**01/06/2018 Forwarded to NT Compliance to complete Handover – AS01 BH**

Please see the attached information regarding the above road widening proposal. The Shire of Pingelly is the proponent of the project. (contact: Mr B Gibbs 98871066)

Regards Peter Gow 0428250962

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