



Council Policy Manual

WEST WIMMERA SHIRE COUNCIL

COUNCIL POLICY		
CORPORATE CREDIT & PURCHASE CARDS POLICY	Policy No:	
	Adopted by Council:	18 June 2015
	Next review date:	2018
Senior Manager:	Director Corporate & Community Services	
Responsible Officer:	Finance Manager	
Functional Area:	Finance	
Introduction & Background	<p>The usage of Corporate Credit/Purchase Cards (the card) is an alternative method of payment intended for purchases for which the use of Council's regular purchasing and creditor payment system is not appropriate.</p> <p>All purchases are to be in accordance with these guidelines.</p>	
Purpose & Objectives	<p>The purpose of the policy is to provide clear guidance on the use of all West Wimmera Shire Council Corporate Credit and Purchase Cards.</p> <p>The objectives of this Policy are:</p> <ul style="list-style-type: none">• To have clear guidelines for usage of West Wimmera Shire Council Corporate Credit/Purchase Cards;• To provide guidance on how a breach of the policy will be managed; and• To ensure purchases made via the card have appropriate internal controls and comply with the Council's Procurement Policy.	
Definitions	<p>Corporate Card: A Corporate Card includes a credit or debit card issued by Council's banker and specific supplier purchase cards.</p> <p>Cardholder: Refers to the Officer or Mayor whose name appears on the Corporate Credit/Purchase Card and is responsible for providing a clear audit trail.</p> <p>Tax Invoice: Proof of payment containing the following information:</p> <ul style="list-style-type: none">• The supplier's ABN• The name of the supplier• GST Inclusive price of the taxable supply• The words 'Tax Invoice'• The date of issue, and	



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	<ul style="list-style-type: none"> A brief description of each item supplied <p>Personal use: Any purchase intended for personal use and any items not normally provided to an Officer or Mayor in the course of their daily functions with Council.</p>
Policy Details	
1.	<p>Scope of the Policy</p> <p>This policy applies to all West Wimmera Shire Council Officers and Mayor who have been issued with a West Wimmera Shire Council Corporate Credit/Purchase Card.</p> <p>Cardholders and their Managers are responsible for adherence to this policy, ensuring internal control procedures are followed in order to reduce the risk of fraudulent or inappropriate use of Corporate Credit/Purchase Cards.</p>
2.	<p>Relationship with other Council Policies</p> <p>All purchases made on Council Credit/Purchase Cards shall comply with the requirements of Council's Procurement Policy and the Fraud and Corruption Control Policy, along with any other policy relevant to the expenditure.</p>
3.	<p>Limitations of Card Use</p> <p>Use of the Corporate Card is limited as follows:</p> <ul style="list-style-type: none"> Chief Executive Officer (CEO) to a card total value per month of \$8,000; Directors to a card total value per month of \$3,000; Mayor to a card total value per month of \$1,000; Other WWSC Officers as approved by CEO in consultation with the Finance Manager to a card total value per month of \$1,000, or as deemed appropriate for specific roles within West Wimmera Shire. <p>Corporate Cards may be used by permanent and fixed term staff for goods and services including authorised travel costs, provided the use is for Council purposes. Cash advances and EFTPOS are not permitted.</p> <p>The Corporate Card shall be used in accordance with "Conditions of Use" issued by the bank/card issuer.</p>
4.	<p>Training Requirements</p> <p>The Officer/Mayor will be trained in this policy upon issue of a Corporate Credit/Purchase Card.</p>
5.	<p>Issue, Amendment & Withdrawal of Credit/Purchase Cards</p> <ul style="list-style-type: none"> Card Issue: Cards are to be issued to Cardholders at the discretion of the Finance Manager in consultation with the CEO.



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	<ul style="list-style-type: none"> • Amendments to Limits: The Finance Manager may elect at their discretion to set a lower limit for any individual card. Any increase to a card limit must be approved by the CEO. • Withdrawal of Cards: <ul style="list-style-type: none"> • Cards are not to be retained by the Officer or Mayor during periods of leave greater than two weeks. During these periods the cards must be returned to the Finance Department where they will be kept in a secure environment. • Cards are not to be retained by the Officer and will be withdrawn where the Cardholder is re-assigned to another position where card use is not authorised. During these periods the cards must be returned to the Finance Department where they will be kept in a secure environment. • When the Officer or Mayor ceases Council duties the card is to be withdrawn. • When cards are withdrawn, they must be immediately returned to the Finance Manager or Assistant Finance Manager who will be responsible for destroying the card, closing the account and reconciled to point of withdrawal. • Lost or Stolen Cards: Cardholders must immediately notify the bank of a lost/stolen card then notify the Finance Manager or Assistant Finance Manager.
6.	<p>Breaches of Policy</p> <ul style="list-style-type: none"> • Inappropriate Transactions <p>Under no circumstances is a Corporate Credit/Purchase Card to be used to obtain a cash advance or for any expense of a private or personal nature.</p> <p>A Corporate Credit/Purchase Card must not be used to purchase goods or services where Council has an existing account with the provider. If unsure contact the Finance Department to check if the supplier is an existing provider.</p> <p>A Corporate Credit/Purchase card should not be used to purchase fuel unless in exceptional circumstances where the provided Council Fuel Card cannot be used.</p> <p>Under no circumstances is a Corporate Credit/Purchase Card to be used for any capital asset purchases.</p> • Consequences of Misuse <p>Any expenditure that cannot be shown to be related to the business of the West Wimmera Shire Council will result in the Cardholder being personally liable and must be reimbursed to Council immediately, unless:</p> <ul style="list-style-type: none"> • The unauthorised use is due to a Corporate Credit/Purchase Card being lost/stolen (provided the cardholder to adequate measures to prevent the card from being lost or stolen); or • The use is the result of fraud on the part of a third party (such as a merchant).



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	<ul style="list-style-type: none"> • The card is to be used in accordance with Council Policies and any deliberate misuse of the card will be considered a breach of Council responsibilities and will result in disciplinary action or Police involvement as appropriate, to be determined by the CEO. • Minor breaches of Council policies (such as not providing documentation) may result in a warning. Any further breach may result in suspension or cancellation of the card, as determined by the Finance Manager. • Rewards Programs Personal reward programs (e.g. Flybuys etc.) are not to be used in conjunction with Corporate Credit/Purchase Cards when making purchases. • Return of Statements Statements not returned within the 10 working day period will attract a warning. This will remind the Cardholder of their signed agreement to comply with the requirements of this policy and advise them they are in breach of that agreement. Statements still outstanding after 5 working days from the time of the above warning may result in the suspension of the Corporate Credit/Purchase Card in question. If a Cardholder continues to fail to meet the requirements of the statement reconciliation process, recommendation will be made to withdraw/cancel their card.
7.	<p>Policy Implementation and Review</p> <p>The Finance Manager and Assistant Finance Manager are responsible for implementing this policy by ensuring all Cardholders are aware of the policy and their obligations.</p> <p>Staff must sign the Statement of Compliance before being issued with a Corporate Credit/Purchase Card.</p>
8.	<p>Cardholder Agreement</p> <p>All cardholders are required to sign a Cardholder Agreement on receipt of their Credit / Purchase Card (see attached example).</p>



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CREDIT/PURCHASE CARD – CARDHOLDER AGREEMENT

Cardholder Name:

Cardholder Position:

I acknowledge that I am to be issued a National Australia Bank Corporate Card ("the Card") for use on the West Wimmera Shire Council's National Australia Bank Corporate Card account. I:

- 1. Am aware of my responsibilities and duties as a Corporate Card Cardholder under the West Wimmera Shire operating procedures*
- 2. Acknowledge that my use of the Card must be:*
 - a) within the financial delegations given to me*
 - b) for business use only*
- 3. Am aware that transactions made with the card are subject to authorisation and auditing*
- 4. Undertake to keep the card and PIN safe from unauthorised use at all times*
- 5. Undertake to return the Corporate Card to the Finance Department on request:*
 - a) Prior to my assuming duties in another position that does not require the use of the Card;*
 - b) On my resignation; or*
 - c) On my retirement.*
- 6. Undertake to advise the National Australia Bank Customer Card Services immediately when I am aware that the Card has been lost or stolen or that it has been misused. I will also advise the Finance Manager.*
- 7. Acknowledge that my monthly credit limit is: \$.....*

Cardholder's Signature:

Date:

CEO/Director's Signature:

CEO/Director's Name: (Please Print)

Date:

Issuing Officer:

Issuing Officer Signature:



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Policy Adopted:	Ordinary Meeting 18/06/15	Minute Book Page 30667	RecFind 15/002612
Policy Reviewed:	Ordinary Meeting __/__/18	Minute Book Page _____	RecFind 17/_____



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4.	<p>Responsibility</p> <ul style="list-style-type: none"> The cardholder must sign the Corporate Card immediately when received. The cardholder shall sign an acknowledgment form outlining responsibilities. Strict care is to be taken in the custody and use of the card. Loss or theft of the card must be reported immediately to the bank and to the Finance Department. The card may only be used for official business and within transaction and audit limits. Personal use in any form is not permitted. The Corporate Card is NOT to be used by persons other than the cardholder.



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	<ul style="list-style-type: none"> The card must be returned to the Finance Department when the cardholder leaves the Council. Use of the card must be in accordance with conditions of use as identified by the issuer or banker, and in accordance with these guidelines. 														
5.	<p>Operation</p> <p>Cardholders can use their card for business purposes only and only within the credit and transaction limits set by the organisation.</p> <p>Receipts and tax invoices must be retained and where this is not possible a Statutory Declaration must be completed stating a description of the goods, the purchase price and the reason why the documentation cannot be obtained.</p> <p>Cardholder is required to record purchases on a Monthly Statement Reconciliation Form nominating the appropriate ledger costing information and attach all matching receipts and tax invoices.</p> <p>The form will require each transaction to be recorded including:</p> <ul style="list-style-type: none"> Date of transaction Supplier name Quantity Brief description of purchase Purchase cost Costing (Ledger) Allocation <p>Cardholder receives the bank statement via the Finance Department and reconciles the pro-forma to the bank statement. Statement must be approved by an authorised officer as identified in Council's Procurement Policy as follows:</p> <table border="1"> <thead> <tr> <th>Officer</th><th>Approving Officer</th></tr> </thead> <tbody> <tr> <td>Staff</td><td>Supervisor/Manager</td></tr> <tr> <td>Supervisor</td><td>Department Manager</td></tr> <tr> <td>Department Manager</td><td>Director</td></tr> <tr> <td>Director</td><td>Chief Executive Officer</td></tr> <tr> <td>Chief Executive Officer</td><td>Mayor</td></tr> <tr> <td>Mayor</td><td>Chief Executive Officer</td></tr> </tbody> </table>	Officer	Approving Officer	Staff	Supervisor/Manager	Supervisor	Department Manager	Department Manager	Director	Director	Chief Executive Officer	Chief Executive Officer	Mayor	Mayor	Chief Executive Officer
Officer	Approving Officer														
Staff	Supervisor/Manager														
Supervisor	Department Manager														
Department Manager	Director														
Director	Chief Executive Officer														
Chief Executive Officer	Mayor														
Mayor	Chief Executive Officer														
6.	<p>Reconciliation</p> <p>Reconcile the transactions listed on the Monthly Statements Reconciliation Form to the bank statement. All transactions must be verified by comparing the bank transactions listed with the monthly statement reconciliation form.</p>														



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	<p><i>Note: Any transactions not recorded on the bank statement should be transferred to a new reconciliation for the next month statement.</i></p> <p>When the reconciliation is correct, the monthly statement is to be signed by the cardholder and authorised in accordance with Council's Procurement Policy.</p> <p>Attach all documentation, reconciliation form, bank statement and dockets and forward to the Finance Department within ten (10) working days of receipt for input into the accounting system.</p> <p>The Corporate Card Reconciliation will be subject to regular audits, which will ensure that the card complies with the authorised guidelines and procedures.</p>
7.	<p>Training Requirements</p> <p>The Officer/Mayor will be trained in this policy upon issue of a Corporate Credit/Purchase Card.</p>
8.	<p>Inappropriate Transactions</p> <ul style="list-style-type: none"> • Expenditure of a personal or private nature; • Cash advances of any nature; • Purchase of fuel for vehicles where the fuel card should be used; • Payment of a monthly statement or invoice received from a supplier where the transactions are usually paid by Accounts Payable; • Any item classified as a capital purchase; • Payment for any personal fines; • Payment for any personal subscriptions or memberships to associations, unless authorised by the CEO; • Payment for travel, training, conferences or courses unless authorised by appropriate Manager, Director or CEO; • Incidental costs such as meals and drinks unless the officer is engaged in Council duties such as meetings or workshops; • Alcoholic beverages • Splitting purchases to avoid Procurement Policy requirements; and • Tips and gratuities.



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Policy Adopted:	Ordinary Meeting 18/06/15	Minute Book Page	RecFind 15/002612
Policy Reviewed:	Ordinary Meeting __/__/18	Minute Book Page _____	RecFind 17/_____

From: Robert H Standley Pty Ltd [<mailto:rhstanpl@bigpond.com>]
Sent: Monday, 23 April 2018 5:17 PM
To: Angela Veitch <AngelaVeitch@westwimmera.vic.gov.au>
Subject: Quote
Importance: High



Hi Angela,

Thank you for the opportunity to quote your insurance requirements.

You have requested a quotation for The Kanvia Community Sporting Complex. You have advised the following;

Description: Kanvia Community Sporting Complex
Address: 114 Brookmans Road, Blewitt Springs SA 5171
Building: \$2.5mil (dead locked doors, standard windows, Concrete Block/cladding, Iron roof, built in approx 1983)
Contents: \$140,000

The following quotation is inclusive of GST, Stamp Duty and our \$55 Broker Fee. Premium can be paid via monthly direct debits from a nominated bank account or credit card. Our Broker Fee will be deducted along with your first instalment.

CGU	\$6368.18
QBE	\$7956.72

Product Disclosure Statements and our Financial Services Guide are attached for your records, please read these in conjunction with the quotations to ensure they suit your needs.

Should you wish to discuss further, please do not hesitate to contact our office.

Should you have any queries regarding this, please do not hesitate in contacting me

Kind Regards

Louise Standfield

Robert H Standley Pty Ltd T/AS Riddoch Insurance Services SA |ABN 15 082 893 267 |
PO Box 324 | KEITH SA 5267|
23 Hender Street | KEITH SA 5267 | Ph: 08 87551655 | Fax: 08 8755 1980 | Email:
rhstanpl@bigpond.com

Robert H Standley Pty Ltd are Authorised Representatives of Resilium Pty Ltd ABN 40 098 080 810, AFSL No. 232703, and Resilium Insurance Broking Pty Ltd ABN 92 169 975 973 AFSL NO. 460382

We provide your information to insurance companies and other intermediaries in order to provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims staff).

Your information may be given to an overseas insurer (like Lloyds of London) if we are seeking insurance terms from an overseas insurer. We will tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

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Museum Kaniva Victoria

c/o 39 Commercial Street
Kaniva Victoria 3419

21st April 2018

Dear Sarah,

The Overland Museum is seeking assistance from council through its small business assistance program to be able to install a disabled compliant toilet facility. Once this task is complete the museum is ready to open its doors. Quotes have been received from Garry Mills plumbing (shire has copies of quotes from the last grant application I submitted).

The museum estimates that approximately 500 people will visit the museum annually and would boost local economy and local tourism in our region. The Overland Museum has worked in closely with the National Railway Museum in Port Adelaide and they have suggested that that number could double in just a few years as there is already a large following via The Overland Museum's Facebook page.

The Overland museum plans to work in with shire and other stakeholders to showcase the many great attractions our region has to offer.

The museum vision for the future is not just to be an interactive display but a place for people and organisations to hire for

- Corporate functions
- Meetings
- Learning (Could work in with the puppet shop and school as part of an educational experience)

The list is endless!

Please see below a small business plan I have completed
Thank you for your time

Regards,
Stuart Hicks
0418579634

* The Overland logo is a registered trademark of The Overland Museum Kaniva.

One Page Plan

Now Analysis

Currently the museum is being put together with the main pavilion built that houses the bulk of the exhibits. Current works to be completed:

- *Install disabled compliant toilet facilities
- *Expand current pavilion to cover the newest exhibit
- *Complete platforms to view exhibits
- *Start restoration of newest exhibit

Where Analysis

The key objectives of The Overland museum are:

- *To preserve the history of The Overland, Australia oldest interstate train that has travelled through Kaniva for more then 130 years.
- *Bring more tourists to Kaniva that in turn will give more economic growth to the region. It is estimated the museum will have approximately 500 visitors per annum in its early stages.
- *The vision for the museum is to grow the popularity and expand the exhibits while making Kaniva a destination to stop and visit in turn boosting economic growth.

Strategies

Over the next twelve months the museum will:

- *Recruit volunteers to have the museum open more days of the week
- *Marketing

Action Plans

The main item that needs to be completed before the museum can open is the installation of the disabled toilet facility.

Timing

It is preferable to have the toilet facility installed in the next two months then the museum can move forward to be abled to open its doors.

Action Plan for The Overland Museum

Date: 20th April 2018

Action Now

- Applied for small business assistance grant
- Install disabled toilet facility
- Plan displays
- Update go fund me campaign

Goals - in 12 months

- Be open to the public
- Growing reputation
- Have volunteers to be able to be opened more days of the week

WIMMERA REGIONAL LIBRARY CORPORATION AGREEMENT 2018

THIS AGREEMENT is made on 27 April, 2018

BETWEEN: **Hindmarsh Shire Council**, established as a body corporate under an Order in Council made pursuant to the *Local Government Act 1989* of 92 Nelson Street, Nhill 3418 (**Hindmarsh**);

Horsham Rural City Council, established as a body corporate under an Order in Council made pursuant to the *Local Government Act 1989* of Roberts Avenue, Horsham 3400 (**Horsham**);

Northern Grampians Shire Council, established as a body corporate under an Order in Council made pursuant to the *Local Government Act 1989* of Town Hall, Main Street, Stawell 3380 (**Northern Grampians**);

West Wimmera Shire Council, established as a body corporate under an Order in Council made pursuant to the *Local Government Act 1989* of 49 Elizabeth Street, Edenhope 3318 (**West Wimmera**); and

Yarriambiack Shire Council, established as a body corporate under an Order in Council made pursuant to the *Local Government Act 1989* of Scott Street, Warracknabeal 3393 (**Yarriambiack**).

RECITALS:

- A. The Wimmera Regional Library Corporation (**the Regional Library**) was established by Hindmarsh, Horsham, Northern Grampians, West Wimmera, Yarriambiack and Buloke Shire Council (**Buloke**) on 16 April 1996, by an agreement made under section 196 of the *Local Government Act 1989* (**the Original Agreement**).
- B. The Original Agreement was varied by a Deed of Amendment, made in 2011.
- C. In 2017 Buloke gave notice of its intention to withdraw from the Original Agreement, such withdrawal effective as at 30 June 2018.
- D. Hindmarsh, Horsham, Northern Grampians, West Wimmera and Yarriambiack (**the Continuing Councils**) desire to continue to operate a regional library to service the area comprising their municipal districts pursuant to section 196 of the *Local Government Act 1989*.
- E. This Agreement records the terms on which the Continuing Councils will continue to operate such regional library.

AGREEMENT

1. DEFINITIONS

In the interpretation of the Agreement, including the Recitals, except where the context otherwise requires:-

- (a) The following words shall have the following meaning –

“Act” means the Local Government Act 1989.

“asset” means defined resources made available to the Regional Library Councils to assist in the provision of library services and consisting of such items as real property, machinery, furniture, fittings and equipment.

“Board” means the governing body of the Regional Library established under clause 3.1.

“Chief Executive Officer” means the person appointed in accordance with the Act.

“Council” means a party to this Agreement.

“Dispute” means any dispute or difference between a Council and the Regional Library or between any of the Councils which arises out of this Agreement or concerns the Regional Library.

“Local Law” means a Local Law made in accordance with Part 5 of the Act.

“Minister” means the Victorian Government Minister responsible for administering the Act.

“Original Agreement” means the agreement to establish the Regional Library made on 16 April 1996, as amended.

“Regional Library” means the Regional Library Corporation provided for under this Agreement.

“Service Point” is any location that offers services requested by a Council, including, but not limited to, a static library or mobile library and includes virtual library services through kiosks and similar services.

- (b) Words denoting the singular shall include the plural and vice versa.
- (c) Words denoting any gender include all genders.
- (d) Headings are for convenience only and shall not affect the interpretation of the Agreement.

2. CONTINUATION OF THE REGIONAL LIBRARY

There shall continue to be constituted a Regional Library Corporation for the purpose of section 196 of the Act by the name of Wimmera Regional Library Corporation, to –

- (a) Provide resources and programs aimed at meeting the information, creation, educational and cultural needs of the diverse communities of Hindmarsh, Horsham, Northern Grampians, West Wimmera and Yarriambiack in an equitable, effective, efficient, responsive and forward looking manner in accordance with the values and objectives of the Library Plan;
- (b) Provide, subject to any service level agreements or any conditions attached to any State government library subsidies and grants to the Regional Library or the Councils, a quality, customer-focused regional library service for Council's municipal districts as determined by the Board;
- (c) Make Local Laws relating to the Regional Library;
- (d) Perform any other functions which are conferred on the Regional Library under this Agreement or the Act, including defining overall policy objectives, developing Strategic Policy and a Financial Strategy, approving a Library Plan, developing an Annual Budget; preparing an Annual Report; and
- (e) To do all things necessary or expedient in accordance with this Agreement and the Act for the carrying out of its functions.

3. MEMBERSHIP OF THE BOARD

- 3.1 The Board of the Regional Library shall consist of the following members –
 - (a) One councillor appointed by each Council; and
 - (b) One other member of Council staff appointed by each Council.
- 3.2 A Council may appoint a councillor to act as deputy in place of its appointed councillor member.
- 3.3 A Council may appoint a member of council staff to act as deputy in place of its appointed staff member.
- 3.4 A member and deputy shall hold office until the term of his/her appointment expires, until removed or the person resigns or ceases to be a councillor or member of council staff, whichever occurs first.
- 3.5 A Council may remove from office its appointed member or deputy.
- 3.6 A Council must fill a vacancy in its members as soon as possible and notify the Board in writing of the new member.
- 3.7 The office of a member automatically becomes vacant if he/she is absent (whether or not the member is represented by a deputy) for three consecutive meetings without leave of the Board.
- 3.8 Notwithstanding clause 3.7 above, the Board may exercise discretion with the application of clause 3.7 if extenuating circumstances can be shown to exist.

4. OBJECTIVES, ROLE AND FUNCTIONS OF THE BOARD

- 4.1 Objectives of the Board
 - (a) The primary objective of the Board is to achieve the best library service outcomes for the communities of the Councils within the context of each Council's available resources and competing demands.
 - (b) In seeking to achieve its primary objective, the Board must have regard to the following facilitating objectives –

- (i) To ensure that Regional Library resources are used efficiently and effectively and library services are provided in accordance with Best Value Principles to best meet the needs of the community;
 - (ii) To support local business and employment opportunities;
 - (iii) To ensure that library services and facilities provided by the Regional Library are accessible within each Council community;
 - (iv) To ensure the equitable imposition of any library fees and charges; and
 - (v) To ensure transparency and accountability in Board decision making.
- 4.2 Role of the Board
 - (a) The Board is appointed to provide leadership for the good governance of the Regional Library.
 - (b) The role of the Board includes –
 - (i) Ensuring that the library services provided by the Regional Library are provided in accordance with the Library Plan, Strategic Resource Plan and Annual Budget;
 - (ii) Providing leadership by establishing Regional Library strategic objectives and monitoring their achievement;
 - (iii) Providing advice as requested to a Council on the planning and provision of library services and facilities;
 - (iv) Maintaining the sustainability and viability of the Regional Library by ensuring that resources are managed in a responsible and accountable manner;
 - (v) Advocating the library service interests of the local community to other communities and governments;
 - (vi) Acting as a responsible partner in government by taking into account the aspirations and needs of other communities; and
 - (vii) Ensuring that the library service continues to contribute to the social and economic wellbeing of the community.
- 4.3 Functions of the Board
 - (a) The functions of the Board include –
 - (i) Ensuring the benefits of the Regional Library service are equitable for the five member Councils whilst delivering flexible responses to member Council communities, in conjunction with each Council;
 - (ii) Ensuring the Regional Library exercises, performs and discharges its duties, functions and powers under the Act and other relevant Acts; and
 - (iii) Adopting procedures and reporting practices at Board level that will ensure transparent decision making and the good governance of the Regional Library.
 - (b) For the purpose of achieving its objectives, the Board may perform its functions inside and outside the Councils' municipal districts.
- 4.4 Subject to the provisions section 89 of the Act, Board meetings will be open to members of the public.

5. PROCEEDINGS OF THE BOARD

- 5.1 The Board shall hold an ordinary meeting at least once in every three months.
- 5.2 If a special meeting is called, it must be called by the Chief Executive Officer on the request of the Chairperson or any three members of the Board.
- 5.3 The Board shall elect a councillor member to be the Chairperson of the Board and they shall hold office for twelve months, unless they go out of office earlier in accordance with clause 3.4.

- 5.4 The Board shall elect a councillor member to be Deputy Chairperson of the Board and they shall hold office for twelve months, unless they go out of office earlier in accordance with clause 3.4.
- 5.5 The Chairperson shall preside at a meeting of the Board.
- 5.6 In the absence of the Chairperson from a Board meeting, the Deputy Chairperson shall assume the chair, however, in that person's absence the remaining members of the Board may elect one of their number to preside at that meeting.
- 5.7 Notice of motion to recommend amendment of this Agreement and notice of motion for the adoption or amendment of Local Laws by the Board shall be given in writing to Councils at least one month before the meeting of the Board at which a motion is to be discussed.
- 5.8 The quorum for any meeting of the Board is a majority of the number of members.
- 5.9 The Board shall make Local Laws governing the conduct of meetings for the Board.

6. CHIEF EXECUTIVE OFFICER

- 6.1 The Board shall appoint a Chief Executive Officer of the Regional Library.
- 6.2 In addition to any responsibilities imposed on a Chief Executive Officer under the Act, the Chief Executive Officer shall be responsible to the Board for the finances and administration of the Regional Library including the implementation of the Library Plan, the Financial Strategy, preparation of the Annual Budget and Annual Report, delivery of the service either internally, and/or externally by a third party service provider, administrative support for the Board and any other duties specified.
- 6.3 The Chief Executive Officer shall be responsible for preparing a Library Plan for approval by the Board within six months of each general election of the Councils in accordance with section 125(1) of the Act.

7. EQUITY AND OPERATING COSTS

- 7.1 The Councils acknowledge that, as at the date of this Agreement, the Regional Library occupies and operates the branch libraries (including mobile library Service Points and depots) described in Schedule 1.
- 7.2 The occupancy of branch (including mobile library Service Points and depots) libraries may be subject to an agreement between the relevant Council and Regional Library that sets out the obligations and the responsibilities of the parties.
- 7.3 Each Council agrees to the Regional Library using the assets set out in the Statement of Council Assets in Schedule 1.
- 7.4 Nothing in this clause 7 or this Agreement generally requires a Council to continue to provide the facilities provided to the Regional Library at the commencement of this Agreement or subsequently, nor restricts a Council from adding to, changing or withdrawing any of the facilities provided to the Regional Library.
- 7.5 Where a Council adds to, changes or withdraws any of the services provided by, or facilities provided to, the Regional Library that leads to excess staff being employed, then that Council will be liable for the redundancy costs for such excess staff (whether deployed in branch libraries, the administration of the Regional Library or otherwise) subject to every attempt being first made by the Regional Library to redeploy the affected staff within its operations.
- 7.6 A Council must, unless otherwise agreed by the Board, give twelve months' notice in writing to the Chief Executive Officer of its intention to withdraw assets from the use of the Regional Library.
- 7.7 The Chief Executive Officer shall maintain a register of the assets owned and used by the Regional Library including those provided by a Council for library use.

- 7.8 The Regional Library shall, unless otherwise agreed, be responsible for the maintenance, repair, and replacement and operating costs of assets owned by the Regional Library as outlined in Schedule 2, and in accordance with Schedule 4.
- 7.9 Each Council shall, unless otherwise agreed by the Board, be responsible for the major maintenance, repair, and replacement and operating costs of assets owned by it but provided for the use of the Regional Library.
- 7.10 Each Council must pay to the Regional Library an agreed amount each year to cover the recurrent costs of operating a council owned or rented facilities as outlined in Schedule 1, and in accordance with Schedule 4.
- 7.11 Where the Regional Library agrees to assume responsibility for specific maintenance, repair, replacement and operating costs of assets owned by any one or more of the Councils, the relevant Council will negotiate in good faith an increase in its annual contribution to cover the maintenance, repair, replacement and operating costs of the assets.
- 7.12 The Regional Library shall, unless otherwise agreed by Councils and subject to Clauses 7.8 and 7.9, be responsible for its own operating costs.

8. STRATEGIC PLANNING

- 8.1 A Library Plan (including a Strategic Resource Plan) will be prepared and approved in accordance with section 197D of the Act. The Chief Executive Officer shall each year provide each Council with a copy of the Regional Library's adopted Library Plan.
- 8.2 The Strategic Resource Plan shall include a program for the delivery of services by the Regional Library which identifies the financial and other resource requirements of the Regional Library.
- 8.3 The Strategic Resource Plan shall include a program for the delivery of services by the Regional Library which identifies the nature and extent of proposed services and an estimate of the costs of the provision of those services.
- 8.4 The Regional Library must adopt a Library Plan and a Strategic Resource Plan by the date specified in the Act.

9. ANNUAL BUDGET

- 9.1 The Chief Executive Officer shall by 1 May each year provide each Council with a copy of the Regional Library's proposed Annual Budget prepared in accordance with section 144 of the Act and taking account of the proposals from each Council.
- 9.2 The proposed Annual Budget shall include –
 - (a) The amount of funds currently held by the Regional Library;
 - (b) The amount of each Council's proposed financial contribution to the Regional Library for the financial year commencing 1 July;
 - (c) The amount of funds to be received from any other source by the Regional Library in the financial year commencing 1 July;
 - (d) Standard statements and description of activities and initiatives to be funded in the budget;
 - (e) A statement as to how activities and initiatives will contribute to the achievement of strategic objectives on the Library Plan;
 - (f) Key strategic activities performance targets and measures; and
 - (g) All proposed borrowings (other than refinancing of existing loans).

10. ANNUAL FINANCIAL CONTRIBUTIONS

- 10.1 The amount to be contributed to the Regional Library by each Council during each financial year shall be the sum of –
- (a) The amount specified in the Regional Library’s adopted Annual Budget;
 - (b) All State Government library subsidies and grants received by the Council for library services; and
 - (c) Funds received by the Council from any other source for library services.
- 10.2 The Councils must agree on a funding formula for the purpose of making annual financial contributions to the Regional Library under Clause 10.1 (a) and (b). Schedule 3 sets out the funding formula to be applied unless another funding formula is agreed to in writing.
- 10.3 Each Council’s financial contribution to the Regional Library shall be paid in quarterly instalments on the first day of July, October, January and April each year.
- 10.4 If the proposed Annual Budget has not been approved by the Board and each Council by 1 July the first instalment shall be the same amount paid by the Council in the previous quarter and the second instalment shall include any adjustment to ensure the two instalments together equal half the amount payable by that Council for that financial year in accordance with clause 10.1(a).
- 10.5 Council contributions under clause 10.1(a) shall be paid within one month of receipt of an invoice from the Regional Library.
- 10.6 The Regional Library is to use its best endeavours to ensure quarterly invoices are forwarded to Councils with at least 30 days’ notice of payments due.
- 10.7 In addition to the contributions payable under this clause, a Council shall be responsible for the Regional Library’s costs in providing any additional service or resources by the Council and such costs are to be paid within 30 days of the Council receiving an invoice from the Regional Library.
- 10.8 Interest shall be paid on any amount payable under clause 10.1(a) which is not received by the Chief Executive Officer within 14 days of the due date at the rate fixed by the Governor in Council for the purposes of section 172 of the Act and calculated monthly from the date the amount became due until it is received by the Chief Executive Officer.

11. ANNUAL REPORTING AND ACCOUNTS

- 11.1 The Chief Executive Officer shall, within three months of the end of each financial year, provide each Council with a copy of the Regional Library’s Annual Report prepared in accordance with section 131 of the Act.
- 11.2 The books of accounts and all other financial records of the Regional Library shall be available for inspection at all reasonable times by any person authorised by a Council, or by any person authorised by the Secretary of the Department responsible for administering State Government library subsidies and grants from which the Regional Library receives or Councils receive funds.

12. ENTRY AND EXIT OF PARTIES

- 12.1 A council which is not a party to this Agreement may, by supplementary agreement with the Councils, be admitted as a party to this Agreement and, subject to the provisions of the supplementary agreement, shall have the same rights, duties and obligations of the Councils under this Agreement.
- 12.2 A Council may withdraw from this Agreement having given not less than twelve months’ notice in writing to the Chief Executive Officer of its intention to do so.

- 12.3 A Council which has given notice under clause 12.2 must, unless otherwise agreed by the Councils, withdraw from this Agreement on 30 June in any year.
- 12.4 A Council which withdraws from this Agreement shall be entitled to a portion of the net assets (including digital assets) of the Regional Library as at the date of its withdrawal from the Agreement, less an amount which represents the full costs to the Regional Library of the Agreement.
- 12.5 The portion of net assets to which a Council is entitled under clause 12.4 –
- (a) Shall be calculated according to the value of the assets as disclosed by the relevant audited financial statements;
 - (b) Shall be in the same proportion as its financial contribution to the Regional Library bears to all member Councils' financial contributions to the Regional Library over the duration of the Original Agreement and this Agreement; and
 - (c) Shall include those books and like materials housed within a branch library allocated to its municipal district
- and may not be taken in the form of property or cash unless the Board agrees.
- 12.6 For the purposes of clause 12.4, the cost to the Regional Library of a Council's withdrawal from this Agreement shall include (but not be limited to) –
- (a) Redundancy costs for excess staff (whether deployed in branch libraries, the administration of the Corporation or otherwise);
 - (b) the cost of removing books and like materials housed within a branch library allocated to its municipal district;
 - (c) The cost of extracting bibliographic records for that Council's books and materials; and
 - (d) The cost of amending bibliographic records to account only for those books and materials which remain
- and may be taken in such combination of property and cash as agreed between the Council and the Board, and if it is agreed that a Council is entitled to library materials, the cost of removing them shall be paid for by the Council.
- 12.7 A Council, which withdraws from this Agreement, shall be liable for a portion of the liabilities, including contingent liabilities, of the Regional Library as at the date of its withdrawal from the Agreement.
- 12.8 The portion of the liabilities and contingent liabilities to which a Council is liable under clause 12.7 –
- (a) Shall be calculated according to the liabilities and contingent liabilities as disclosed by the relevant audited financial statements and reports, and any other notes attached to them;
 - (b) Shall be in the same proportion as its financial contribution to the Regional Library bears to all the member Councils' financial contributions to the Regional Library over the duration of the Original Agreement and this Agreement; and
 - (c) Where contracts for goods and services are affected, shall be the full cost of any additional payments for variations to contractual arrangements resulting from the withdrawal.

13. DISSOLUTION OF REGIONAL LIBRARY

- 13.1 Subject to section 197G of the Act, the Regional Library may be dissolved by all parties to the Agreement of the parties to this Agreement or, if more parties are admitted to the Agreement by supplementary agreement, by agreement of a least three quarters of the parties to this Agreement, including those admitted as a party by supplementary agreement.
- 13.2 If the Regional Library is dissolved under this clause –

- (a) Each Council shall be entitled to a portion of the Regional Library's assets, as at the date of dissolution, in the same proportion as its financial contribution to the Regional Library bears to all the Councils' financial contributions to the Regional Library over the duration of the Original Agreement and this Agreement; and
- (b) Each Council shall be liable for a portion of the liabilities and contingent liabilities of the Regional Library in the same proportion as its financial contribution to the Regional Library bears to all the Councils' financial contributions to the Regional Library over the duration of the Original Agreement and this Agreement.

14. DISPUTE RESOLUTION

- 14.1 If any dispute arises between and among the Councils or between one or more Councils and the Regional Library which cannot be resolved by the Board, the parties to the dispute must use their best endeavours, and act in good faith, to settle that dispute.
- 14.2 If there is any dispute or difference between a Council and the Regional Library or between any of the Councils which arises out of this Agreement or concerns the Regional Library, that is unable to be settled, the Councils must agree to the appointment of an independent mediator. If the Councils are unable to agree on a person to act as an independent mediator, the mediator will be appointed by the President of the Law Institute of Victoria.
- 14.3 The parties to the mediation shall –
 - (a) Be responsible for their own mediation costs; and
 - (b) Share the mediator's costs equally.
- 14.4 The function of the mediator is to mediate not arbitrate. The mediator will not have the power to make any decision. If the dispute is not resolved through mediation, the Councils may proceed to arbitration in accordance with clause 14.6.
- 14.5 A party must not commence proceedings in respect of a dispute unless –
 - (a) The dispute has first been referred to a mediator; and
 - (b) The dispute remains unresolved.
- 14.6 If there remains a dispute the matter shall be determined as a dispute under the *Commercial Arbitration Act 2011* and the arbitrator's decision shall be final and binding on the parties to the dispute.
- 14.7 The parties to the arbitration shall –
 - (a) Be responsible for their own arbitration costs; and
 - (b) Unless otherwise determined by the arbitrator, share the arbitrator's costs equally.

15. AGREEMENT AMENDMENT

An amendment to this Agreement has no effect unless it is -

- (a) In writing and signed by all parties to the Agreement; and
 - (b) Approved by the Minister by notice published in the Government Gazette.
- The parties agree that if a Council transfer its assets to the Regional Library or makes available additional assets for the use of the Regional Library as set out in clause 7.4, this is not to constitute an amendment to this Agreement.

16. COMPLIANCE WITH SERVICE AND FUNDING AGREEMENT

Each of the Councils agree to comply with the provisions and conditions of the existing service and funding agreement it has previously made with the Regional Library Corporation.

17. AGREEMENT REVIEW

The Councils shall, together with the Board, review the operations of this Agreement at least once every five years.

18. COMMENCEMENT

This Agreement commences on the day on which it is approved by the Minister in accordance with section 196(2) of the Act.

19. TERMINATION OF ORIGINAL AGREEMENT

- 19.1 Upon this Agreement commencing to operate the Original Agreement will terminate.
- 19.2 Nothing in this clause 19 affects any rights or obligations of a Council or the Regional Library which accrued before the Original Agreement terminated.

Executed as an Agreement.

IN WITNESS WHEREOF

In accordance with a Resolution of the Hindmarsh Shire Council made on

.....
THE COMMON SEAL of the Hindmarsh Shire Council
Was hereunto affixed on in the presence of –

..... Mayor

.....Councillor

.....Chief Executive Officer

In accordance with a Resolution of the Horsham Rural City Council made on

.....
THE COMMON SEAL of the Horsham Rural City Council
Was hereunto affixed on in the presence of –

..... Mayor

.....Councillor

.....Chief Executive Officer

In accordance with a Resolution of the Northern Grampians Shire Council made on

.....
THE COMMON SEAL of the Northern Grampians Shire Council
Was hereunto affixed on in the presence of –

..... Mayor

.....Councillor

.....Chief Executive Officer

In accordance with a Resolution of the West Wimmera Shire Council made on

.....
THE COMMON SEAL of the West Wimmera Shire Council
Was hereunto affixed on in the presence of –

..... Mayor

.....Councillor

.....Chief Executive Officer

In accordance with a Resolution of the Yarriambiack Shire Council made on

.....
THE COMMON SEAL of the Yarriambiack Shire Council
Was hereunto affixed on in the presence of –

..... Mayor

.....Councillor

.....Chief Executive Officer

SCHEDULE 1
STATEMENT OF COUNCIL ASSETS

HINDMARSH SHIRE COUNCIL

- Library Building, 101 Lloyd Street, DIMBOOLA
- Library Building, 5 Clarence Street, NHILL
- Mobile Library stop sites at Jeparit and Rainbow
- Shelving, furniture, fixtures and fittings at each of the listed branch libraries and mobile sites

HORSHAM RURAL CITY COUNCIL

- Library Building, 28 McLachlan Street, HORSHAM
- Mobile Library stop sites at Laharum and Natimuk
- Shelving, furniture, fixtures and fittings at the listed branch library and mobile sites

NORTHERN GRAMPIANS SHIRE COUNCIL

- Library Building, Market Square, ST ARNAUD
- Library Building, 7-9 Patrick Street, STAWELL
- Mobile Library stop site at Marnoo
- Shelving, furniture, fixtures and fittings at each of the listed branch libraries and mobile sites

WEST WIMMERA SHIRE COUNCIL

- Library Building, 49 Elizabeth Street, EDENHOPE
- Library Building, 30 Main Street, GOROKE
- Library Building, 29 Blair Street, HARROW
- Library Building, 25 Baker Street, KANIVA
- Shelving, furniture, fixtures and fittings at each of the branch libraries listed

YARRIAMBIACK SHIRE COUNCIL

- Library Building, 36 Lyle Street, WARRACKNABEAL
- Mobile Library stop sites at Beulah, Hopetoun, Minyip, Murtoa, Patchewollock, Rupanyup, Speed, Tempy, Woomelang and Yaaapeet
- Shelving, furniture, fixtures and fittings at the listed branch library and mobile sites

SCHEDULE 2

STATEMENT OF REGIONAL LIBRARY ASSETS AND LIABILITIES

The Regional Library will maintain a detailed asset register of assets owned and purchased by the Regional Library for use at the Branch Libraries and Regional Library's Regional Support Office.

The Chief Executive Officer shall provide each Council a copy of the Regional Library's Annual Report including asset values and depreciation schedules of all books and library materials, plant, equipment and liabilities and contingent liabilities.

The apportionment of net assets and liabilities to which a Council is entitled under Clause 12.5 of the Regional Library Agreement.

The Regional Library will be responsible to supply and maintain:

- Furniture and equipment (excluding fixed furniture and shelving)
- ICT equipment
- Motor vehicles
- Mobile Library
- Books and library materials

Note: the Regional Library's asset register includes furniture and equipment purchased by Friends of the Libraries and other organisations which is used in the Branch Libraries.

SCHEDULE 3 WRLC FUNDING FORMULA

Each member Council contributes to the operating expenses on the following basis:

	Member Council
Annual Library Site Operating Costs (including direct salary, building maintenance, utilities, and building insurances)	100%
Annual Regional Support Costs (including all ICT)	Per capita
Property/Capital Costs	Location of service point; 100%
Library Material	Per capita

In drawing up the funding principles Councils have agreed to the following principles and formulae for funding the operations of the Regional Library.

1. Sustainable Funding

Councils will provide a sufficient proportion of funding to enable the Regional Library to deliver the key strategic goals in the Library Plan.

2. Service Points

Definition

A service point is defined as a library or mobile library that offers at least lending services.

- 2.1 A Council is responsible for determining the number and location of service points in its own municipality, and subject to consideration by the Board on the likely impact of any changes to regional resources and service levels.
- 2.2 A Council will fully fund any general service in its municipality that is not considered to be a regional service, unless the Regional Library agrees to incorporate the service as a regional service. General services include lending services, branch administration, reference, early year's literacy, youth and adult services.
- 2.3 Councils shall share the combined total regional operating costs to service points across the region according to an average percentage of population (as per Australian Bureau of Statistics) for each municipality. Regional operations include local history, visiting authors, special children's programs and special youth and adult programs performed at a number of service points across the region.
- 2.4 A Council will fully fund new initiatives within general library operations, such as extensions to hours or services, or new service points.
- 2.5 Funding of a new service point is to include funding for a new Collection if required by the Board.
- 2.6 Funding formula for mobile library sites include travel time to sites, set up and pack up time, as well as opening hours.

3. Collection Development

Definition

Collection development includes policy, selection, withdrawal and transfer of materials, acquisitions, cataloguing, data input, processing, repairs, binding, reservations and inter-library loans.

- 3.1 Collection size and composition will be maintained in response to community need and population size.
- 3.2 New and replacement lending materials will be distributed to service points in such a way that each municipality receives its due proportion of material based on population, plus any additional materials according to 2.2.

4. Population

Where the funding basis is to be population, the population figure is to be based on the last published provisional Australian Bureau of Statistics population figures at the time the Budget is prepared.

5. State Funding

Expected State Funding will be attributed back to the member Councils' on the basis of an average of the population, as referred to in Clause 4 of the Funding Principles.

SCHEDULE 4

MAINTENANCE RESPONSIBILITIES

For service points identified in Schedule 1 Councils are responsible for maintenance and infrastructure provision and identified recurrent utility costs:

- Reroofing, recladding
- Floor coverings
- Window coverings
- Carparks and car park delineation
- Mobile street signage
- Mobile Library provision of electrical outlets
- External building signage
- Security system installation
- Air-conditioning (heating and cooling) installations and upgrades
- Painting – internal and external
- Solar power and energy building installations
- Fixed lighting installations and upgrades
- Building fabric including doors, windows, ceilings, ramps and handrails
- Gardens, paths and landscaping
- Cleaning
- Plumbing callouts
- Lighting/electrical maintenance
- Electricity, gas, water and garbage charges
- Loose furniture provision and maintenance
- Rates

The Corporation will be responsible for maintenance and identified recurrent utility costs:

- Telephone charges
- Internal signage
- Building content and vehicle insurances
- Shelving and loose furniture provision and maintenance (except for new libraries)
- Fuel and tyres
- Vehicle replacement and maintenance
- Photocopier provision and maintenance
- ICT infrastructure and maintenance
- Broadband installation and recurrent costs



**WIMMERA
REGIONAL LIBRARY
CORPORATION**

your local library

MIBUS CENTRE, 28 McLachlan St, HORSHAM VIC 3400
Phone: (03) 5382 1777 **Fax:** (03) 5382 0727
Email: library@wrlc.org.au **Website:** www.wrlc.org.au
ABN: 18 552 238 671

BULOKE SHIRE COUNCIL
HORSHAM RURAL CITY COUNCIL
HINDMARSH SHIRE COUNCIL
NORTHERN GRAMPAINS SHIRE COUNCIL
WEST WIMMERA SHIRE COUNCIL
YARRIAMBIACK SHIRE COUNCIL

27 April 2018

Mr David Leahy
Chief Executive Officer
West Wimmera Shire Council
PO Box 201
EDENHOPE 3318

Dear Mr Leahy,

Re: Wimmera Regional Library Corporation Agreement 2018

Due to Buloke Shire Council withdrawing from Wimmera Regional Library Corporation, an amended Regional Library Agreement is required to be lodged with the Minister under the *Local Government Act 1989*.

The Regional Library was established with Buloke Shire Council in 1996 by an agreement made under section 196 of the *Local Government Act 1989*. The Wimmera Regional Library Corporation Agreement 2018 is an agreement between Hindmarsh Shire Council, Horsham Rural City Council, Northern Grampians Shire Council, West Wimmera Shire Council, and Yarriambiack Shire Council.

The 2018 Agreement provides for the continuation of the Regional Library Corporation and records the terms on which the continuing Councils will continue to operate the regional library. All rights and obligation under the existing Regional Library Agreement made in 1996 will be preserved.

Please review the attached copy of the 2018 Agreement, sign and seal on page 12 at your earliest convenience before emailing a colour copy or returning by mail to:

Ann Twyford
Chief Executive Officer
Wimmera Regional Library Corporation
28 McLachlan Street
Horsham VIC 3400

Please retain a copy for your records.

Yours sincerely

Ann Twyford
Chief Executive Officer