

## WIMMERA REGIONAL LIBRARY CORPORATION AGREEMENT 2020

THIS AGREEMENT is made on 15 May 2020

**BETWEEN:**                    **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**); and

**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**).

### 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**) desired 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. The Continuing Councils in 2018 decided to substitute another Agreement (**the 2018 Agreement**) for the Original Agreement and to continue the operation of the Regional Library to service the area comprising their municipal districts and with the intention that section 196 of the Act would continue to apply.
- F. In 2019 Hindmarsh, Northern Grampians and Yarriambiack gave notice of its intention to withdraw from the 2018 Agreement, such withdrawal effective as at 30 June 2020.
- G. Horsham and West Wimmera (**the Continuing Councils**) desired 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.
- H. This Agreement (**the 2020 Agreement**) substitutes the 2018 Agreement and records the terms on which the Continuing Councils will continue to operate such a regional library with the intention that section 196 of the Act will continue to apply.

## 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 Horsham and West Wimmera 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;
  - (b) One other member of Council staff appointed by each Council; and
  - (c) One community representative appointed by each Council following a process calling for expressions of interest.
- 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 two 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 board 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 board 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 Service Points) described in Schedule 1.
- 7.2 The occupancy of branch (including Service Points) 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 transfers 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**

- 17.1 The Councils shall, together with the Board, review the operations of this Agreement at least once every five years.
- 17.2 The parties will monitor the Local Government Bill 2019 until Assent Date and upon operation of the new Local Government Act will conduct a review of the Agreement.

**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 2018 AGREEMENT**

- 19.1 Subject to clause 19.2, the 2018 Agreement ends on the day this Agreement commences operation.
- 19.2 Any:
  - (a) Right accrued; or
  - (b) Obligation incurred; and
  - (c) By reason of the 2018 Agreement will continue to exist notwithstanding the cessation of the 2018 Agreement.

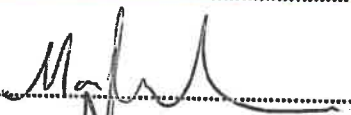
**Executed as an Agreement.**

**IN WITNESS WHEREOF**

**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 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

**Note:**

**This Agreement was executed by Horsham pursuant to a resolution of that Council passed at a meeting of Council held on**

**This Agreement was executed by West Wimmera pursuant to a resolution of that Council passed at a meeting of Council held on**

**Executed as an Agreement.**

IN WITNESS WHEREOF

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 West Wimmera Shire Council made on  
Thursday 18 June 2020

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

*B.H. Meyer*  
..... Mayor

*[Signature]*  
.....Councillor

*[Signature]*  
.....Chief Executive Officer



**Note:**

This Agreement was executed by Horsham pursuant to a resolution of that Council passed at a meeting of Council held on .....

This Agreement was executed by West Wimmera pursuant to a resolution of that Council passed at a meeting of Council held on Thursday 18 June 2020

**SCHEDULE 1  
STATEMENT OF COUNCIL ASSETS**

**HORSHAM RURAL CITY COUNCIL**

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

**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
- 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 Equity Split between member Councils	50%
Annual Regional Staff Support (based on EFT of staff between member councils)	Horsham 62% West Wimmera 38%
Annual Regional IT (based on number of PCs (staff and public) between member councils)	Horsham 65% West Wimmera 35%
Annual Regional Support (based on membership/population between member councils)	Horsham 80% West Wimmera 20%
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 library service site 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 library service 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