

<b>POL</b>	<b>PROVISION OF MAYORAL VEHICLE</b>	<b>SC48</b>
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<b>POLICY CODE:</b>	SC48
<b>DIRECTORATE:</b>	Executive Services
<b>BUSINESS UNIT:</b>	Executive Support
<b>SERVICE UNIT:</b>	Executive Support
<b>RESPONSIBLE OFFICER:</b>	Director, Governance & Community Services
<b>FILE NO.:</b>	182/001
<b>DATE FIRST ADOPTED:</b>	8 December 2011
<b>DATE LAST REVIEWED:</b>	14 September 2017
<b>ATTACHMENTS:</b>	Yes
<b>DELEGATED AUTHORITY REF.:</b>	N/A
<b>VERSION NO.</b>	3

<b>Dates of Amendments / Reviews:</b>		
DAPPS Meeting:	24 November 2011 22 March 2012	28 November 2013 24 August 2017
OCM:	8 December 2011 12 April 2012	12 December 2013

## **BACKGROUND:**

To assist in clarifying the provision of a vehicle for official purposes and the payment of other expenses the Department of Local Government introduced Section 5.101A as a new section of the Local Government Act, 1995, to allow for regulations to be made about the method of payment of an expense for which a person may be reimbursed. A motor vehicle is now prescribed in the Local Government (Administration) Regulations 1996 ("the Regulations") as one of those methods of payment of an expense for which a person may be reimbursed.

## **PURPOSE:**

To enable the City of Cockburn to acquire a vehicle for the use of the Mayor of the day to attend official activities on behalf of Council and for the vehicle to be available for other purposes as stipulated in the Policy and the accompanying agreement.

## **POLICY:**

- (1) The position of Mayor shall, for the purpose of carrying out the functions of the Mayoral office be entitled to receive the provision of a fully maintained local government vehicle to the equivalent standard of that provided to the Senior Employees. The Mayor of the day may elect to choose a vehicle of a lesser standard at his/her discretion, subject to the City's Light Fleet Purchasing Guidelines.

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- (2) The vehicle provided to the Mayor:
1. Is to be in-lieu of travel/mileage claims otherwise claimable by the Mayor for use of his/her personal vehicle;
  2. Can be used for private purposes, but not for any commercial purpose, and only on the basis that the cost of that private use component is fully payable by the Mayor.
  3. Will not occur at the reduction of the fees, allowances and reimbursement (other than the travel/mileage claims) otherwise ordinarily payable to the Mayor's position as approved by Council in accordance with the relevant provisions of the Local Government Act 1995.
- (3) The provision and use of the vehicle to be administered as follows:
1. The type/standard of vehicle to be provided to be of the same as that provided to Senior Employees (ie. Holden Calais or similar) or of a lesser value/standard as agreed by the Mayor of the day.
  2. The use of the vehicle by the Mayor for both official and private purposes shall be consistent with the conditions applicable to the attached agreement.
  3. The purchase and replacement /changeover of the Mayoral vehicle will be administered in accordance with the City's Light Fleet Acquisition procedure.
- (4) Calculation of the private use component of the Mayoral vehicle costs to be reimbursed to the Council by the Mayor is determined as follows:
1. A log book is to be kept of both official and private use of the vehicle, which shall be agreed with the Mayor as being the basis upon which the costs of official use will be calculated and subsequently required to be paid by the Mayor to the City.
  2. On the basis that the predominant use of the vehicle will be for official purposes, only those vehicle costs of a 'variable' nature directly affected by any additional private use will be used for determining the payment for private use to be made by the Mayor. Home garaging is covered by the definition of 'official use'.
  3. At the conclusion of a Log Book Period (quarterly), the Mayor will reimburse the City for any private usage component of the vehicle. The Log Books will be provided by the Mayor to the Chief Executive Officer for the purpose of verifying the private usage component and reimbursement amount calculated.

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4. Spouse or partner who retains a valid driver's licence is authorised to drive the vehicle, subject to the Mayor being in the vehicle at all such times.
  5. The vehicle is to be made available to Councillors of the City, who retain a valid Driver's Licence, for Council/City related duties, if no other reasonable alternative method of travel is available to the Councillor and prior written approval is given by the Mayor.
  6. The vehicle is to be returned within 1 business day on cessation of the Mayoral term of office.
- (5) The Mayor to be responsible for:
1. Carrying out regular preventative minor maintenance (fluid levels, tyre pressure, internal and external cleaning, etc.).
  2. Reporting damage to the Chief Executive Officer in a manner which enables prompt repair.
  3. The security of the vehicle when under his or her control, including the use of any security device provided with the vehicle.
  4. Paying fines for parking and traffic infringements during all use by either the Mayor, or nominated alternative driver.
  5. Paying any cost for damage caused to the vehicle, which is not recoverable under Council's vehicle insurance provisions, relating to an accident in which the Mayor or nominated alternative driver is deemed to be at fault due to negligence or as otherwise lawfully determined.
  6. Whenever the vehicle is home garaged, it should be parked on the property.
  7. Whenever the Mayor is absent interstate or on leave the vehicle may be garaged at the City's Works Depot or elsewhere as determined by the Chief Executive Officer.

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## AGREEMENT & TERMS & CONDITIONS OF USAGE

### MAYORAL MOTOR VEHICLE

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1. This Agreement is made between \_\_\_\_\_ (name of Mayor) and the City of Cockburn ('The City') relative to the provision of a motor vehicle owned by the City, for use by the Mayor, in recognition of the civic duties and functions requiring the direct attention of the Mayor, as part of his or her ongoing role and responsibilities.
2. The type/standard of vehicle to be provided will be the equivalent to that which applies to designated Senior Officers of the City (ie. Holden Calais, or equivalent) or a lesser value/standard as agreed by the Mayor of the day.
3. The vehicle provided can be used by the Mayor for private purposes, not for any commercial use, but only on the basis that the cost of that private use component is fully payable by the Mayor at the rate specified in Schedule F – Motor Vehicle Allowance of the Public Service Officers' Award (as amended from time to time).
4. Calculation of the private use component of the Mayoral vehicle costs to be reimbursed to the Council by the Mayor is determined as follows:
  - (1) A log book is to be kept of both official and private use of the vehicle, which shall be the basis upon which the costs of private use will be calculated and subsequently required to be paid by the Mayor to the City.
  - (2) On the basis that the predominant use of the vehicle will be for official purposes, only those vehicle costs of a 'variable' nature directly affected by any additional private use will be used for determining the payment for private use to be made by the Mayor. This includes fuel, vehicle servicing costs (and then only the additional servicing costs occasioned by the private use) and depreciation where it can be shown that the additional private use has negatively impacted on the trade value of the vehicle. Home garaging is covered by the definition of 'official use'.
  - (3) At the conclusion of a Log Book Period (quarterly) the Mayor will reimburse the City for any private usage component of the vehicle. The Log Books will be provided by the Mayor to the

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## **AGREEMENT & TERMS & CONDITIONS OF USAGE**

### **MAYORAL MOTOR VEHICLE**

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Chief Executive Officer for the purpose of verifying the private usage component and reimbursement amount calculated.

5. Spouse or partner who retains a valid driver's licence is authorised to drive the vehicle, subject to the Mayor being in the vehicle at all such times.
6. The vehicle is to be made available to Councillors of the City, who retain a valid Driver's Licence, for Council/City related duties, if no other reasonable alternative method of travel is available to the Councillor and prior written approval is given by the Mayor.
7. The vehicle is to be returned within 1 business day on cessation of the Mayoral term of office.
8.
  - (1) Whenever the vehicle is home garaged, it should be parked on the property.
  - (2) Whenever the Mayor is absent interstate or on leave the vehicle may be garaged at the City's Works Depot or elsewhere as determined by the Chief Executive Officer.
9. The Mayor to be responsible for:
  - (1) Carrying out regular preventative minor maintenance (fluid levels, tyre pressure, internal and external cleaning, etc.).
  - (2) Reporting damage to the Chief Executive Officer in a manner which enables prompt repair.
  - (3) The security of the vehicle when under his or her control, including the use of any security device provided with the vehicle.
  - (4) Paying fines for parking and traffic infringements during all use by either the Mayor, or nominated alternative driver.
  - (5) Paying any cost for damage caused to the vehicle, which is not recoverable under Council's vehicle insurance provisions, relating to an accident in which the Mayor or nominated alternative driver

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## AGREEMENT & TERMS & CONDITIONS OF USAGE

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is deemed to be at fault due to negligence, or as otherwise lawfully determined.

10. The acquisition and replacement/changeover of the vehicle is to be administered in accordance with the City's Light Vehicle Fleet Acquisition and Disposal Practices.

This Agreement is signed at the City of Cockburn on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Executive Officer