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GOULBURN VALLEY REGIONAL LIBRARY CORPORATION AGREEMENT

Greater Shepparton City Council
and

Moira Shire Council
and

Strathbogie Shire Council

Interstate office
Sydney
Affiliated offices
Adelaide, Auckland, Beijing, Brisbane,
Colombo, Dubai, Hong Kong, Jakarta,
Kuala Lumpur, Manila, Mumbai,
New Delhi, Perth, Singapore, Tianjin

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Goulburn Valley Regional Library Corporation Agreement

DATE / /2009

BETWEEN

GREATER SHEPPARTON CITY COUNCIL,
having its Municipal Office at 90 Welsford Street, Shepparton, Victoria
(Greater Shepparton)

AND

MOIRA SHIRE COUNCIL,
having its Municipal Office at 44 Station Street, Cobram, Victoria
(Moirra)

AND

STRATHBOGIE SHIRE COUNCIL,
having its Municipal Office on the corner of Binney and Bury Streets, Euroa, Victoria
(Strathbogie)

RECITALS

- A. The Councils desire to enter into an agreement to form a regional library to service the area comprising their municipal districts and with the intention that section 196 of the *Local Government Act* 1989 will apply.
- B. The Councils have agreed on the assets they will provide for the use of, or, transfer to the ownership of, the Regional Library.
- C. The Councils have agreed to contribute certain sums of money annually for the purposes of the Regional Library.

THE PARTIES AGREE

1. DEFINITIONS

In the interpretation of this 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.

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.

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

Minister means the Victorian Government Minister responsible for administering *Local Government Act 1989*.

Original Agreement means the Agreement To Form Goulburn Valley Regional Library Corporation, made on 19 February 1997.

Regional Library means the regional library corporation established under this Agreement.

- (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 this Agreement.

2. CREATION OF THE REGIONAL LIBRARY

There shall continue to be constituted a regional library corporation for the purposes of section 196 of the Act, by the name of Goulburn Valley Regional Library Corporation, to:

- (a) provide, subject to any conditions attached to any State government library subsidies and grants to the Regional Library or the Councils, a regional library service for the Councils' municipal districts as determined by the Board;
- (b) make Local Laws relating to the Regional Library;
- (c) 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 approving a Library Plan; and
- (d) 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 person appointed by each Council who may be a Councillor, member of Council staff or community representative.
- 3.2 A Council may appoint a Councillor, member of Council staff or other person to act as deputy in place of one of its appointed members.
- 3.3 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.
- 3.4 A Council may remove from office its appointed member or deputy.
- 3.5 A Council must fill a vacancy in its members as soon as possible and notify the Board in writing of the new member.

- 3.6 The office of a member automatically becomes vacant if he/she is absent for three consecutive meetings without the leave of the Board.

4. PROCEEDINGS OF THE BOARD

- 4.1 The Board shall hold an ordinary meeting at least once in every three months.
- 4.2 If a special meeting is called, it must be called by the Chief Executive Officer on the request of the Chairperson or any two members of the Board.
- 4.3 The Board shall elect a member to be Chairperson and a 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 3.3 of this Agreement.
- 4.4 The election for the Chairperson and Deputy Chairperson of the Board shall be held by the Board at the first meeting after the general election of the Councillors for a Council.
- 4.5 The Chairperson or, in the absence of the Chairperson, the Deputy Chairperson shall preside at a meeting of the Board.
- 4.6 In the absence of the Chairperson and Deputy Chairperson from a Board meeting, the remaining members of the Board may elect one of their number to preside at that meeting.
- 4.7 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 the Councils at least one month before the meeting of the Board at which time the motion is to be discussed.
- 4.8 Each Council agrees to indemnify the Regional Library in respect of any liability incurred as a consequence of the operation of section 76 of the Act in relation to each of its appointed members.

5. CHIEF EXECUTIVE OFFICER

- 5.1 The Board shall appoint a Chief Executive Officer of the Regional Library.
- 5.2 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 Annual Operating Plan, delivery of the service and administrative support for the Board and any other duties specified.

6. EQUITY AND OPERATING COSTS

- 6.1 Each Council agrees to the Regional Library using the assets set out in the Statement of Council Assets in Schedule 1.
- 6.2 Each Council agrees to transfer the assets and liabilities set out in the Statement of Regional Library Assets and Liabilities in Schedule 2.
- 6.3 The Chief Executive Officer shall maintain a register of the assets provided for the use of the Regional Library by Councils. This register must indicate which Council owns each asset.

- 6.4 The Chief Executive Officer shall maintain a register of the assets owned by the Regional Library.
- 6.5 A Council must, unless otherwise agreed by the Councils, give twelve months notice in writing to the Chief Executive Officer of its intention to withdraw assets from the use of the Regional Library.
- 6.6 The Regional Library shall, unless otherwise agreed by Councils, be responsible for the maintenance, repair, replacement and operating costs of assets owned by the Regional Library.
- 6.7 Each Council shall, unless otherwise agreed by the Councils, be responsible for the maintenance, repair, replacement and operating costs of assets owned by it but provided for the use of the Regional Library.
- 6.8 The Regional Library shall, unless otherwise agreed by the Councils and subject to clauses 6.6 and 6.7, be responsible for its own operating costs.

7. STRATEGIC PLANNING

- 7.1 The Chief Executive Officer shall, within 6 months of a general election being held for the Councils or by 30 June in each year (whichever is later), provide each Council with a copy of the Regional Library's proposed Library Plan prepared in accordance with sections 125 and 197D of the Act.
- 7.2 The Chief Executive Officer shall by 1 June each year prepare and provide each Council with a proposed Annual Operating Plan for the financial year commencing 1 July.
- 7.3 The Annual Operating 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.
- 7.4 The Regional Library must adopt a Corporate Plan and an Annual Operating Plan by the date specified in the Act for the adoption of its Annual Budget.

8. ANNUAL BUDGET

- 8.1 The Chief Executive Officer shall by 1 April each year provide each Council with a copy of the Regional Library's proposed annual Budget prepared in accordance with section 127 of the Act.
- 8.2 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; and
 - (c) the amount of funds to be received from any other source by the Regional Library in the financial year commencing 1 July.

9. ANNUAL FINANCIAL CONTRIBUTIONS

- 9.1 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.
- 9.2 The Councils must agree on a funding formula for the purpose of making annual financial contributions to the Regional Library under clause 9.1(a).
- 9.3 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 of each year.
- 9.4 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 to be paid by that Council for that financial year.
- 9.5 All other contributions by a Council under clause 9.1 shall be paid within one month of receipt of the monies by the Council.
- 9.6 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 requested by the Council, and such costs are to be paid within 30 days of the Council receiving an invoice from the Regional Library.
- 9.7 Interest shall be paid on any amount payable under clause 9 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 the date it is received by the Chief Executive Officer.

10. ANNUAL REPORTING AND ACCOUNTS

- 10.1 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.
- 10.2 The books of accounts and all other financial records of the Regional Library shall be available for inspection at all reasonable times by any councillor, or, 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 or Councils receive funds.

11. ENTRY AND EXIT OF PARTIES

- 11.1 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 Greater Shepparton, Moira and Strathbogie under this Agreement.

- 11.2 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.
- 11.3 A Council which has given notice under clause 11.2 must, unless otherwise agreed by the Councils, withdraw from this Agreement on 30 June in any year.
- 11.4 A Council which withdraws from this Agreement shall be entitled to a portion of the net 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 withdrawal.
- 11.5 The portion of net assets to which a Council is entitled under clause 11.4:
- (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 the member Councils' financial contributions to the Regional Library since the commencement of the Original Agreement; and
 - (c) 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.
- 11.6 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.
- 11.7 The portion of the liabilities and contingent liabilities to which a Council is liable under clause 11.6:
- (a) shall be calculated according to the liabilities and contingent liabilities as disclosed by the relevant audited financial statements and reports, and any notes attached to them; and
 - (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 since the commencement of the Original Agreement.

12. DISSOLUTION OF REGIONAL LIBRARY

- 12.1 Subject to section 197G of the Act, the Regional Library may be dissolved by agreement of at least two thirds of the parties to this Agreement including those admitted as a party by supplementary agreement.
- 12.2 If the Regional Library is dissolved under this clause:
- (a) each Council shall be entitled to a portion of the Regional Library's assets in the same proportion as its financial contribution to the Regional

Library bears to all the member Councils' financial contributions to the Regional Library since the commencement of the Original 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 member Councils' financial contributions to the Regional Library since the commencement of the Original Agreement.

13. DISPUTE RESOLUTION

13.1 If there is any dispute or difference between a Council and the Regional Library or between any of the Councils which arise out of this Agreement or concerns the Regional Library, the matter shall be determined as a dispute under the *Commercial Arbitration Act 1984* and the arbitrator's decision shall be final and binding on the parties to the dispute.

13.2 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.

14. AGREEMENT AMENDMENT

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

- (a) in writing and signed by all the parties to the Agreement; and
- (b) approved by the Minister by notice published in the Government Gazette.

15. AGREEMENT REVIEW

The parties shall, together with the Board, review the operation of this Agreement at least once in every five years.

16. CESSATION OF ORIGINAL AGREEMENT

16.1 Subject to clause 16.2, the Original Agreement ceases on the day on which this Agreement takes effect.

16.2 Any:

- (a) right accrued; or
- (b) obligation or liability incurred

by reason of the operation of the Original Agreement will continue notwithstanding the cessation of the Original Agreement.

17. CONDITION PRECEDENT

The Agreement has no effect between the parties unless it is approved by the Minister in accordance with section 196(2) of the Act.

EXECUTED as an Agreement
IN WITNESS WHEREOF

The COMMON SEAL of the GREATER SHEPPARTON CITY COUNCIL was affixed on the 22nd day of Sep^r 2009 in the presence of the Chief Executive Officer being a delegated officer pursuant to Local Law No. 2 of the Council)
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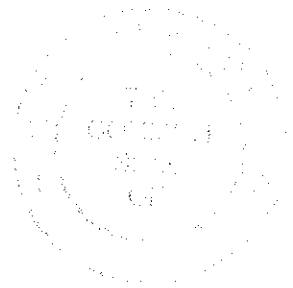
Phillip Warren Pearce
.....
CHIEF EXECUTIVE OFFICER
Phillip Warren Pearce



THE COMMON SEAL of MOIRA SHIRE COUNCIL was hereto affixed in accordance with a resolution of the Council made on and in the presence of:

Kim McKeown
.....
Josua E. Calder
.....
[Signature]
.....

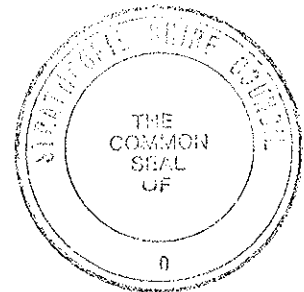
Mayor
Councillor
Chief Executive Officer



THE COMMON SEAL of the STRATHBOGIE SHIRE COUNCIL was hereto affixed in accordance with a resolution of the Council made on 15th September 2009 and in the presence of:

[Signature]
.....
[Signature]
.....
[Signature]
.....

Mayor
Councillor
Chief Executive Officer





Victoria Government Gazette

No. S 26 Thursday 21 January 2010
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Local Government Act 1989

APPROVAL OF AGREEMENT BETWEEN GREATER SHEPPARTON CITY COUNCIL, MOIRA SHIRE COUNCIL AND STRATHBOGIE SHIRE COUNCIL TO OPERATE A REGIONAL LIBRARY CORPORATION

I, Richard Wynne MP, Minister for Local Government, acting pursuant to section 196(2) of the Local Government Act 1989, hereby approve of the Agreement executed by Greater Shepparton City Council, Moira Shire Council and Strathbogie Shire Council for the operation of a Regional Library Corporation under section 196 of the Local Government Act 1989.

Dated 23 December 2009

RICHARD WYNNE MP
Minister for Local Government

SPECIAL

