

Agreement For
North Central Goldfields Regional Library
Corporation

Trading as
Goldfields Library Corporation

2019-2023

Regional Library Agreement



This AGREEMENT is made on the.....

BETWEEN :

Greater Bendigo City Council, a Body Corporate established under an Order-in- Council made pursuant to the *Local Government Act 1989*, of Lyttleton Terrace, Bendigo:

Mount Alexander Shire Council, a Body Corporate established under an Order-in-Council made pursuant to the *Local Government Act 1989*, of 25 Lyttleton Street, Castlemaine:

Macedon Ranges Shire Council, a Body Corporate established under an Order-in-Council made pursuant to the *Local Government Act 1989*, of 129 Mollison Street, Kyneton:

Loddon Shire Council, a Body Corporate established under an Order-in-Council made pursuant to the *Local Government Act 1989*, of 41 High Street, Wedderburn.

RECITALS

- a. The Councils have entered into an agreement to operate a Regional Library, under section 196 of the *Local Government Act, 1989*, to service the area comprising their municipal districts.
- 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.
- d. This Agreement should be read in conjunction with the NCGRL's Service and Funding Agreement, 2019-2023.
- e. The- Revised Agreement dated 2014 is amended by this Agreement.

AGREEMENT

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*;

“Asset” means defined resources made available to the Corporation by member 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;

"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*;

"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

The North Central Goldfields Regional Library Corporation (Trading as Goldfields Library Corporation) has been constituted as a regional library corporation for the purposes of section 196 of the Act 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 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 an Annual Operating 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 (1) Councillor appointed by each Council
 - (b) One (1) other person appointed by each Council
- 3.2 A Council may appoint a councillor, or other person to act as deputy in place 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 three 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 a. The election for the Chairperson and Deputy Chairperson of the Board shall be held by the Board at its first meeting after the general election of councillors for a Council and will be for a period of one year.
- b. Where there is no general election of Council, the election for the Chairperson and Deputy Chairperson of the Board shall be held by the Board at its first meeting after the Statutory Meetings of the Councils each year and will be for a period of one year.

- 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 If a Member is unable to attend a Board meeting, he or she may delegate a proxy for that Member. The proxy is entitled to vote on behalf of that Member.
- 4.8 An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it.
- 4.9 Any five members of the Board constitute a quorum to allow the transaction of business at a meeting of the committee.
- 4.10 If a quorum is present at the beginning of a meeting it is taken to be present throughout the meeting unless the Chairperson of the meeting on their own motion or at the request of a Member, proxy who is present, declares otherwise.
- 4.11 If within thirty minutes after the time appointed for a general meeting a quorum is not present, the meeting:
- a. if convened by, or on requisition of, Members is dissolved; and
 - b. in any other case stands adjourned to the next meeting, or to such other day, time and place as the Chairperson appoints by notice to the Members and others entitled to notice of the meeting.
- 4.12 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 the motion is to be discussed.
- 4.13 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 in 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, delivery of the service and administrative

support for the Board, employment and management of staff and any other duties specified by the Board subject to CEO delegation.

6. EQUITY AND OPERATING COSTS

- 6.1 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.
- 6.2 The Chief Executive Officer shall maintain a register of assets owned by the Regional Library.
- 6.3 Respective Asset Registers must be updated by 1 March each year.
- 6.4 A Council must, unless otherwise agreed by Councils, give one clear financial year's notice in writing to the Chief Executive Officer of its intention to withdraw assets from the use of the Regional Library.
- 6.5 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.
- 6.6. Each Council shall, unless otherwise agreed by 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.
- 6.7 The Regional Library shall, unless otherwise agreed by Councils and subject to clauses 6.5 and 6.6, be responsible for its own operating costs.

7. STRATEGIC PLANNING

- 7.1 The Chief Executive Officer shall be responsible for preparing a Library Plan for approval by the Board within six months of each general election at member Councils in accordance with section 125 of the Local Government 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 Library Plan and an Annual Operating Plan by the date specified in the Act for the adoption of its annual Budget.

- 7.5 The Corporation must consider whether the Library Plan requires any adjustment at least once a year.

8. ANNUAL BUDGET

- 8.1 The Chief Executive officer shall by 1 June 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;
 - 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 in the Library Plan; and
 - f. key strategic activities and performance targets and measures.

9. ANNUAL FINANCIAL CONTRIBUTIONS

- 9.1 The amount to be contributed to the Regional Library by each Council during each financial year shall be calculated taking into account 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 the 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.
- 9.3 Each Council's financial contribution to the Regional Library shall be paid in quarterly instalments on the first day in July, October, January and April of each year.
- 9.4 All instalments shall be paid in equal instalments.

- 9.5 All other Council contributions under clause 9.1 shall be paid within one month of receipt of a tax invoice from the Regional Library.
- 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 the 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 the Councils under this Agreement.
- 11.2 A Council may withdraw from this Agreement having given not less than one clear financial year's 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 over the duration of this Agreement;
 - 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;
 - b. shall be in the same proportion as its financial contribution to the Regional Library bears to all the member Council's financial contributions to the Regional Library over the duration of this Agreement; and
 - c. in the event of the withdrawal resulting in staff redundancies the cost of such redundancies will be paid for by the withdrawing Council or Councils.

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 three quarters 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 over the duration of this Agreement; and
 - b. each Council shall be liable for a proportion 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 member Councils' financial contributions to the Regional Library over the duration of this 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 arises 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 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 every four years.

16. CONDITIONS PRECEDENT

This Agreement has no effect as 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 Bendigo City Council

was hereunto affixed on this

.....day of in the presence of -

Councillor :

Councillor :

Chief Executive Officer:

Date:

In accordance with a resolution of the Council made on.....

THE COMMON SEAL of the Mount Alexander Shire Council

was hereunto affixed on this

.....day of in the presence of -

Councillor :

Councillor :

Chief Executive Officer:

Date:

In accordance with a resolution of the Council made on.....

THE COMMON SEAL of the Macedon Ranges Shire Council

was hereunto affixed on this

.....day of in the presence of -

Councillor :

Councillor :

Chief Executive Officer:

Date:

In accordance with a resolution of the Council made on.....

THE COMMON SEAL of the Loddon Shire Council

was hereunto affixed on this

.....day of in the presence of -

Councillor :

Councillor :

Chief Executive Officer:

Date:

In accordance with a resolution of the Council made on.....