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## **THE WHITEHORSE MANNINGHAM REGIONAL LIBRARY CORPORATION AGREEMENT**

**CITY OF WHITEHORSE**

and

**MANNINGHAM CITY COUNCIL**

DATED \_\_\_\_ 2017

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**WHITEHORSE MANNINGHAM REGIONAL LIBRARY CORPORATION AGREEMENT**

made on the            day of            2017.

**BETWEEN:**

**CITY OF WHITEHORSE** of 379-397 Whitehorse Road, Nunawading, Victoria 3131 ("**Whitehorse**"); and  
**MANNINGHAM CITY COUNCIL** of 699 Doncaster Road, Doncaster, Victoria, 3108 ("**Manningham**").

**RECITALS:**

A. The Whitehorse Manningham Regional Library Corporation ("the Regional Library") was created in 1995 pursuant to the provisions of section 196 of the *Local Government Act* 1989 ("the Act") and an Agreement ("the Original Agreement") between Whitehorse and Manningham.

B. Whitehorse and Manningham in 2012 decided to substitute another Agreement ("the Second 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.

C. Whitehorse and Manningham have decided to substitute this Agreement ("the Agreement") for the Second 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 will continue to apply.

D. The Regional Library will operate in accordance with a Library Plan, a Strategic Resource Plan and a budget which have been approved, in writing, by each Council.

E. The Councils have agreed that they will continue to provide certain assets for the use of or transfer to the ownership of the Regional Library. These assets will be identified in accordance with the procedure specified in clause 6.

F. The Councils have agreed, subject to the terms of this Agreement, to contribute certain sums of money annually for the purposes of the Regional Library.

**1. DEFINITIONS**

1.1 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;

"**assets**" includes the assets set out in Schedule 1 and all other assets, property, chattels and things owned or leased by the Regional Library but does not include any thing which is made available by a Council for the use of the Regional Library in accordance with clause 6;

"**Board**" means the governing body of the Regional Library established under clause 3.1;

"**Budget**" means the annual budget of the Regional Library which has been approved by each Council in accordance with clause 8.3;

"**Chief Executive Officer (or CEO)**" means, in relation to the Regional Library, the person appointed to be the Chief Executive Officer of the Regional Library in accordance with the Act;

**“Council”** means a party to this Agreement and **“the Councils”** means each of the parties to this Agreement;

**“Council’s Collection”** means a Council’s collection of books, periodicals and other readable formats, multi media and electronic format;

**“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;

**“economic entitlement”** means an entitlement to the proportion of the assets of the Regional Library as determined in accordance with the procedure set out in clause 6 of this Agreement;

**“Library Plan”** means the statement of the corporate direction of the Regional Library including objectives, strategies, performance indicators and any other information required by section 125 of the Act;

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

**“Manningham”** means Manningham City Council;

**“Minister”** means the Victorian Government Minister responsible for administering the Act;

**“Original Agreement”** has the meaning set out in Recital A.

**“Regional Library”** means the Whitehorse Manningham Regional Library Corporation;

**“Second Agreement”** has the meaning set out in Recital B.

**“Senior Officer”** has the same meaning as in section 3(1) of the Act;

**“Special Project”** means an additional service provided by the Regional Library which does not form part of the Regional Library’s ordinary function of providing library services and which is identified as a “Special Project” in accordance with clause 9.7;

**“Strategic Resource Plan”** means a resource plan of the resources required to achieve the regional Library’s strategic objectives in accordance with section 126 of the Act;

**“Whitehorse”** means Whitehorse City Council;

- (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; and
- (e) any reference to ‘the Act’ will, unless stated otherwise, be read in conjunction with the provisions of section 196(7) of the Act to determine its applicability to a regional library corporation.

## **2. CONTINUATION OF THE REGIONAL LIBRARY**

2.1 There will continue to be constituted a regional library corporation for the purposes of section 196 of the Act which will continue to have the name Whitehorse Manningham Regional Library Corporation. The Regional Library shall:

- a. provide resources and programs aimed at meeting the information, recreational, educational and cultural needs of the diverse communities of Manningham and Whitehorse in an equitable, effective, efficient, responsive and forward looking manner;

- b. provide or ensure the provision of, 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;
- c. provide additional services as "Special Projects" in accordance with this Agreement;
- d. make Local Laws relating to the Regional Library;
- e. 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, awarding contracts for the provision of goods, services or works, monitoring contracts under which goods, services or works are provided, and approving a Library Plan and a Strategic Resource Plan;
- f. perform its functions in a manner which facilitates the achievement of the Vision and Objectives set out in Schedule 2; and
- g. do all things necessary or expedient in accordance with this Agreement and the Act for the carrying out of its functions.

## **2A. OBJECTIVES, ROLE AND FUNCTIONS OF THE BOARD**

2A.1 The primary objective of the Board is to achieve the best library service outcomes for the communities of the member Councils.

2A.2 The role and functions of the Board is as follows:

- (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 formulation and approval of Regional Library strategic objectives;
  - (ii) ensuring arrangements associated with employment of the CEO are undertaken;
  - (iii) ensuring that Regional Library services are provided in accordance with the Library Plan, Strategic Resource Plan and Annual Budget;
  - (vi) maintaining the sustainability and viability of the Regional Library by ensuring that resources are managed in a responsible and accountable manner;
  - (v) ensuring that appropriate risk management arrangements are in place;
  - (vi) ensuring that the library service continues to contribute to the social and economic wellbeing of the community.
  - (vii) ensuring the benefits of the Regional Library service are equitable for the member Councils whilst delivering flexible responses to member Council communities in conjunction with each member Council;
  - (viii) ensuring the Regional Library is compliant with the law in exercising, performing and discharging its duties, functions and powers; and
  - (ix) acting in a manner that supports good governance, transparent decision making, and an ethical corporate culture for the Regional Library.

## **3. MEMBERSHIP OF THE BOARD**

3.1 The Board of the Regional Library shall consist of the following members:

- a. two Councillors appointed by each Council;

- b. the CEO of each Council (or his or her nominee); and
- c. a community representative appointed by each Council following a process calling for expressions of interest.

3.2 A Council may appoint a person to act as deputy for a member appointed by the Council, but the deputy shall hold a position of the same category as the position of the member for whom the deputy acts (except that, in the case of a member who is a Councillor or CEO of a Council, the deputy may be a Senior Officer).

3.3 Subject to this clause:

- a. a member and deputy shall continue to hold office until the term of the person's appointment expires, or the person resigns;
- b. a member and deputy shall hold office for a term of no more than four years at which time they will be eligible for re-appointment; and
- c. a member or deputy who is a Councillor or Senior Officer shall immediately cease to hold office if the Council who has appointed him or her resolves or if the person ceases to be a Councillor or Senior Officer.

3.4 A Council must fill a vacancy in its representation on the Board within three months of the vacancy occurring and notify the Board in writing of the new member.

3.5 The office of a member automatically becomes vacant if he/she is absent (whether or not the member is representative is represented by a deputy) for two consecutive ordinary 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 CEO on the request of the Chairperson or any four members of the Board.

4.3 The Chairperson shall be the person elected as such by the Board.

4.4 The Deputy Chairperson shall be the person elected as such by the Board.

4.5 The Chairperson and the Deputy Chairperson shall hold office for a period of not more than twelve months or such period of time as determined by the Board unless they go out of office earlier in accordance with clause 3.3 of this Agreement.

4.6 The Chairperson or, in the absence of the Chairperson, the Deputy Chairperson, shall preside at meetings of the Board.

4.7 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.

4.8 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 the motion is to be discussed.

4.9 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 or their appointed members.

#### **5. CHIEF EXECUTIVE OFFICER**

5.1 The Board shall appoint a Chief Executive Officer ("CEO") of the Regional Library.

5.2 In addition to any responsibilities imposed on the CEO under the Act, the CEO shall be responsible to the Board for the finances and administration of the Regional Library

including the implementation of the annual Library Plan, the Strategic Resource Plan, delivery of the service either internally and/or externally by a third party service provider 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 municipal library buildings located in each Council's municipal district, as if the Regional Library was a licensee with a right to occupy the municipal building:
- 6.1.1 for as long as the relevant Council is bound by this Agreement; and
  - 6.1.2 without payment of any licence fee.
- 6.2 Manningham and Whitehorse acknowledge that, on the formation of the Regional Library in 1995, each Council transferred to the Regional Library the assets set out in the Statement of Regional Library Assets in Schedule 1 in return for an economic entitlement to the value of those assets.
- 6.3 For the purpose of clauses 6, 11 and 6.12 of this Agreement:
- a. each Council retains an economic entitlement in the assets referred to in Schedule 1 in the proportions which are set out in Schedule 1; and
  - b. each Council's economic entitlement in those assets shall be reassessed annually in accordance with a procedure agreed to by the Councils.
- 6.4 Any review of a Council's economic entitlement to the assets referred to in Schedule 1 does not have effect until the Board approves the recommendations of the review.
- 6.5 If a Council wishes to:
- a. transfer assets to the Regional Library; or
  - b. make additional assets available for the use of the Regional Library;
- the assets to be transferred or made available for its use must be set out in a Statement ("the Statement") executed by the Councils and the Regional Library. The Statement must clearly indicate whether the assets are being transferred to the Regional Library or whether they are only being made available for its use.
- Once the Statement has been executed by the Councils and the Regional Library, the assets listed in the Statement as being transferred to the Regional Library are to be treated as though they were listed in Schedule 1 from the date of the Statement.
- 6.6 The CEO must maintain a register of assets provided for the use of the Regional Library by the Councils which must be updated each time a Statement is executed by the Councils and the Regional Library. This register must indicate which Council owns each asset.
- 6.7 The CEO shall maintain a register of the assets of the Regional Library.
- 6.8 A Council must, unless otherwise agreed by the Councils, give twelve months' notice in writing to the CEO of its intention to withdraw assets referred to in clause 6.1 from the use of the Regional Library.
- 6.9 The Regional Library shall, unless otherwise agreed by the Councils, be responsible for the maintenance, repair, replacement and operating costs of assets owned or leased by the Regional Library or provided by the Councils for the use of the Regional Library.
- 6.10 Each Council shall be responsible for structural repairs to buildings and the maintenance of grounds and surrounds owned or leased by the Council but provided for the use of the Regional Library.

- 6.11 The Regional Library shall, unless otherwise agreed by the Councils and subject to clause 6, be responsible for its own operating costs.

## **7. STRATEGIC PLANNING**

- 7.1 The CEO shall by 1 June each year prepare and provide each Council with a copy of the Regional Library's proposed Library Plan for the financial year commencing 1 July, prepared in accordance with section 125 of the Act.
- 7.2 The CEO shall by 1 June each year prepare and provide each Council with a copy of the Regional Library's proposed Strategic Resource Plan for the financial year commencing 1 July, prepared in accordance with section 126 of the Act.
- 7.3 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.
- 7.4 The Regional Library must adopt a Library Plan and a Strategic Resource Plan by the date specified in the Act for the adoption of its budget.
- 7.5 The Regional Library must not substantially deviate from an adopted Library Plan or an adopted Strategic Resource Plan, without first obtaining the Councils' written approval.

## **8. ANNUAL BUDGET**

- 8.1 The CEO shall, by 1 June each year, prepare and provide each Council with a copy of the Regional Library's proposed annual budget for the financial year commencing 1 July.
- 8.2 The proposed annual budget shall also 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 calculated in accordance with this Agreement;
  - c. the amount of funds to be received from any other source by the Regional Library in the financial year commencing 1 July;
  - d. amounts payable under contracts with external service providers who have been awarded contracts to provide goods, services or works to the Regional Library; and
  - e. the amount of funds expected to be recovered from or expended for Special Projects.
  - f. information required under section 127 of the Act.
- 8.3 The Regional Library must
- a. adopt the annual budget in accordance with section 127 of the Act;
  - b. adopt any revised budget in accordance with section 128 of the Act; and
  - c. not adopt a proposed annual budget or a revised annual budget which has not been approved by a resolution made at an ordinary meeting or special meeting at each of the Councils.

## **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 Budget including:
    - the Council's agreed proportion of the operating expenses of the Regional Library;



- the Council's agreed proportion of amounts payable for Special Projects;
  - all State Government library subsidies and grants received by a Council for library services which relate to the services provided or to be provided by the Regional Library;
  - funds received by a Council from any other source for library services provided or to be provided by the Regional Library; and
- b. funds received by a Council from any other source for library services to be provided by the Regional Library, in respect of which no provision has been made in the Budget.
- 9.2 Subject to clause 9.3 and for the purposes of clause 9.1 (a), from the commencement of this Agreement, the proportion of the operating expenses of the Regional Library to be contributed by each Council is:
- a. Manningham – 40%; and
  - b. Whitehorse – 60%.

*Note – The basis for the division of operating expenses is set out in Schedule 3.*

- 9.3 The Councils may agree, in writing, to an alternative method of calculating their contributions to the operating expenses of the Regional Library but, if the parties cannot agree, the contributions will remain in the proportions set out in clause 9.2.
- 9.4 Each Council's financial contribution to the Regional Library under clause 9.1 shall be paid in quarterly instalments on the first day of July, October, January and April of each year, or, if pursuant to a contract with an external service provider, the Regional Library is required to make payments more frequently than quarterly, with sufficient frequency to ensure that the Regional Library is capable of observing its contractual obligations with the external service provider.
- 9.5 If the proposed annual budget has not been approved by each Council by 1 July, the first instalment for that year 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 or as soon as reasonably practicable, subject always to clause 9.10.
- 9.6 All other Council contributions under clause 9.1 shall be paid within one month of receipt of the monies by the Council.
- 9.7 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 requested in writing by that Council, but only if the additional services have been:
- a. designated as a Special Project by a resolution of the Board; and
  - b. approved in writing as a "Special Project" by the CEOs of each Council or their nominees,
- and such costs are to be paid within 30 days of a Council receiving an invoice from the Regional Library.
- 9.8 The Board must not unreasonably refuse to conduct a Special Project.
- 9.9 Nothing in this Agreement prevents a Council from conducting a Special Project on its own behalf at a branch library within that Council's municipal district.
- 9.10 Interest shall be paid on any amount payable under clause 9 which is not received by the Regional Library within 14 days of the due date at the rate fixed 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 CEO.

## **10. REPORTING AND ACCOUNTS**

- 10.1 The CEO 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, person authorised by a Council or any person authorised by the Secretary of the Department responsible for administering State Government library subsidies and grants from which the Regional Library or the Councils receive funds.
- 10.3 At least once in each quarter, the CEO of the Regional Library must provide the CEO of each Council with financial reports which include an operating statement reporting the Regional Library's performance to Budget and other performance indicators as detailed in the Strategic Resource Plan.

## **11. ENTRY AND EXIT OF ALL PARTIES**

- 11.1 A Council which is not a party to this Agreement may, by Supplementary Agreement ("the Supplementary Agreement") with the Councils, be admitted as a party to this Agreement and, subject to the provisions of the Supplementary Agreement (which shall include reference to the equity in assets of all parties), 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 twelve months notice in writing to the CEO 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 the value of the portion of the assets of the Regional Library calculated in accordance with clause 6.3 as at the date of its withdrawal from the Agreement, less an amount which reasonably represents the professional, administrative and like costs directly incurred by the Regional Library as a result of having to make arrangements for the withdrawal except that, in relation to Special Projects, the portion of assets to which a Council is entitled shall be calculated according to the Council's agreed proportion of amounts payable for Special Projects.
- 11.5 The portion of net assets to which a Council is entitled under clause 11.4 may be taken in such combination of property and cash as is 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 in the same proportion as that Council's obligation for operating expenses under clause 9.1 of this Agreement as at the date of its withdrawal from the Agreement except that, in relation to Special Projects, the portion of liabilities and contingent liabilities for which a Council is liable shall be calculated according to the Council's agreed proportion of amounts payable for Special Projects.

## **12. DISSOLUTION OF REGIONAL LIBRARY**

- 12.1 Subject to section 197G of the Act, the Regional Library may be dissolved by both parties to the Agreement, or if more parties are admitted to the Agreement by Supplementary

Agreement, by agreement of at least two thirds of the parties to this Agreement, including those admitted as a party by Supplementary Agreement.

- 12.2 In accordance with sections 30-125(6) and 30-125(7) of the Income Tax Assessment Act 1997 in the event that the Regional Library is dissolved or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation to which income tax deductible gifts can be made:
- a. gifts of money or property for the principal purpose of the organisation;
  - b. contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; or
  - c. money received by the organisation because of such gifts and contributions.
- 12.3 If the Regional Library is dissolved under this clause:
- a. each Council shall be entitled to that portion of the Regional Library's assets calculated in accordance with clause 6.3 (or in the case of a Supplementary Agreement, in accordance with the provisions of the Supplementary Agreement), as at the date of the dissolution of the Regional Library except that, in relation to Special Projects, the portion of assets to which a Council is entitled shall be calculated according to the Council's agreed proportion of amounts payable for Special Projects;
  - b. each Council shall be liable for a portion of the liabilities and contingent liabilities of the Regional Library in the same proportion as the Councils' obligations for operating expenses under clause 9.1 of this Agreement (or in the case of a Supplementary Agreement, in accordance with the provisions of the Supplementary Agreement) as at the date of the dissolution of the Regional Library except that, in relation to Special Projects, the portion of liabilities and contingent liabilities for which the Councils are liable shall be calculated according to the Councils' agreed proportion of amounts payable for Special Projects.

### **13. DISPUTE RESOLUTION**

- 13.1 If any dispute arises which cannot be resolved by the Board, the Councils must use their best endeavours, and act in good faith, to settle that dispute.
- 13.2 If the Councils are unable to settle the dispute, 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. The parties to a mediation shall:
- a. be responsible for their own mediation costs; and
  - b. share the mediator's costs equally.
- 13.3 The function of the mediator is to mediate not arbitrate. The mediator will not have the power to make any decisions. If the dispute is not resolved through mediation, the Councils may proceed to arbitration in accordance with clause 13.5.
- 13.4 A party must not commence proceedings pursuant to clause 13.5 in respect of a dispute unless:
- a. the dispute has first been referred to a mediator; and
  - b. the dispute remains unresolved.
- 13.5 If there is a dispute 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.

13.6 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**

14.1 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 Victoria Government Gazette.

14.2 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 in accordance with the procedure set out in clause 6.5, this is not to constitute an amendment to this Agreement.

#### **15. AGREEMENT REVIEW**

15.1 The parties will monitor the operation of this Agreement and conduct a review of the Agreement between 1 January and 30 June 2021 and at least once every four years thereafter.

#### **16. CONDITION PRECEDENT**

16.1 This Agreement:

- a. has no effect unless; and
- b. does not commence operation until;

it is approved by the Minister by notice published in the Government Gazette in accordance with section 196(2) of the Act.

#### **17. SECOND AGREEMENT**

17.1 Subject to clause 17.2, the Second Agreement ends on the day this Agreement commences operation.

17.2 Any:

- a. right accrued; or
- b. obligation incurred

by reason of the Second Agreement will continue to exist notwithstanding the cessation of the Second Agreement.

**EXECUTED** as an Agreement.

**THE COMMON SEAL** of )

**CITY OF WHITEHORSE** was )

hereunto affixed in the presence of: )

..... Councillor

..... Councillor

..... Chief Executive Officer

**THE COMMON SEAL** of )

**MANNINGHAM CITY COUNCIL** was )

hereunto affixed in the presence of: )

..... Councillor

..... Councillor

..... Chief Executive Officer

#### **MINISTERIAL APPROVAL**

#### **NOTE**

This Agreement was executed by Manningham pursuant to a resolution of that Council passed at a meeting of Council held on **insert date** 2017.

This Agreement was executed by Whitehorse pursuant to a resolution of that Council passed at a meeting of Council held on **insert date** 2017.

## **SCHEDULE 1 - STATEMENT OF REGIONAL LIBRARY ASSETS**

The assets of Manningham and Whitehorse were originally identified in the report dated 27 September 1995 prepared by Dominion Taylor Wood Valuations Pty Ltd as being assets that were primarily used by the former Box Hill – Doncaster Regional Library Service and the former Whitehorse Library Service (formerly known as the Nunawading Library Service) including the Councils' Collections. At the time the Original Agreement became operative, for the purpose of clause 6.2 (b) (i) in the Original Agreement, the Councils' equity in the assets referred to in this Schedule was:

- a. Manningham – 25%; and
- b. Whitehorse – 75%.

As a result of the annual re-assessment of the assets (required pursuant to Clause 6.2 (b) (ii) of the Original Agreement and pursuant to Clause 6.3 b. In the Second Agreement), at 30 June 2016 the Councils' equity in the assets referred to in this Schedule was:

- a. Manningham – 32%; and
- b. Whitehorse – 68%.

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## **SCHEDULE 2 - THE REGIONAL LIBRARY VISION AND OBJECTIVES**

### **Vision**

To be a vital service that strengthens community knowledge, understanding, engagement and connection.

### **Mission**

To deliver exceptional services, programs and collections that are accessible and responsive to the needs of a diverse community.

### **Values**

The following principles guide the way the Regional Library operates:

- a. service excellence;
- b. community focus;
- c. equitable access;
- d. innovation; and
- e. best practice.

### **Objectives**

#### **1. Ideas, learning, information and reading**

To develop services and programs that provide opportunities for community members to access and share ideas, learning, information and stories.

#### **2. Community building**

To develop services that increase community knowledge, connection and engagement. To encourage program partnerships and collaborations that strengthen community and individual capacity.

#### **3. Service excellence**

To strive for excellence in the services we deliver and to ensure that services and programs are relevant, inclusive and responsive to the evolving needs of the community. We will support staff in the provision of innovative and quality services by providing opportunities for staff knowledge and skills development.

#### **4. Community Spaces**

To provide welcoming and inclusive community spaces that are well used and accessible to all members of our diverse community.

#### **5. Sustainable Organisation**

To develop responsible and sustainable corporate practices, with a culture of continuous improvement, quality processes and best practice in financial management.

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### **SCHEDULE 3 - PROPORTION OF OPERATING EXPENSES**

This Agreement recognises that, as stated in Clause 9.2, the proportion of the operating expenses of the Regional Library to be contributed by each Council is:

- a. Manningham – 40%; and
- b. Whitehorse – 60%.

This formula is based on the residential population of each Council and is supported by the activity statistics within each City.

On this basis, the Board, at its meeting on 24 August 2016, considered that the funding formula set out in Clause 9.2 of the Agreement was appropriate.

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