

# Supplemental Agreement

**Greater Geelong City Council**  
and

**Golden Plains Shire Council**  
and

**Surf Coast Shire Council**  
and

**Borough of Queenscliffe**



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# Supplemental Agreement

**Dated** 27 June 2016

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## Parties

Name	<b>Greater Geelong City Council</b>
Address	having its Municipal Office at 30 Gheringhap Street, Geelong, Victoria 3220
Facsimile	03 5272 4277
Email	contactus@geelongcity.vic.gov.au
Contact	Kelvin Spiller, Chief Executive Officer
Short name	Greater Geelong

Name	<b>Golden Plains Shire Council</b>
Address	having its Municipal Office at 2 Pope Street, Bannockburn, Victoria 3331
Facsimile	03 5220 7100
Email	enquiries@gplains.vic.gov.au
Contact	Rod Nicholls
Short name	Golden Plains

Name	<b>Surf Coast Shire Council</b>
Address	having its Municipal Office at 1 Merrijig Drive, Torquay, Victoria 3228
Facsimile	03 5261 05025
Email	info@surfcoast.vic.gov.au
Contact	Keith Baillie, Chief Executive Officer
Short name	Surf Coast

Name	<b>Borough of Queenscliffe</b>
Address	having its Municipal Office at 50 Learmonth Street, Queenscliffe, Victoria, 3225
Facsimile	03 5258 3315
Email	info@queenscliffe.vic.gov.au
Contact	Lenny Jenner, Chief Executive Officer
Short name	Queenscliffe

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## Background

- A. The Geelong Regional Library Corporation (**the Regional Library**) was established by Greater Geelong, Golden Plains, Surf Coast and Queenscliffe on or about 27 March 1997, by agreement made under section 196 of the Act (**the Original Agreement**).
- B. On 19 March 2009, Greater Geelong, Golden Plains, Surf Coast and Queenscliffe entered into an agreement which, following approval by the Minister for Local Government and the publication of a notice in the *Victoria Government Gazette* under section 196(2) of the *Local Government Act* 1989, had the effect of replacing the Original Agreement (**the Current Agreement**).
- C. Following a review of the Current Agreement by the Board of the Regional Library and Greater Geelong, Golden Plains, Surf Coast and Queenscliffe, it has been decided to amend the Current Agreement.
- D. This Agreement records the terms on which Greater Geelong, Golden Plains, Surf Coast and Queenscliffe have agreed to amend the Current Agreement.

## The Parties Agree

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### 1. Definitions

In this Agreement:

**Act** means the *Local Government Act* 1989;

**Current Agreement** has the meaning as in Recital B;

**member Council** means a council which is member of the Regional Library; and

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

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### 2. Condition Precedent, Commencement and Effect

2.1 This Agreement has no effect unless it is approved by the Minister in accordance with clause 23.1 of the Current Agreement and section 196(8) of the Act.

2.2 This Agreement commences operation on the date on which the notice in accordance with section 196(8) of the Act is published in the *Victoria Government Gazette*.

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### 3. Amendments

In the Current Agreement:

3.1 immediately after clause 5.8 but before what presently appears as clause 5.9 of the Current Agreement, insert:

5.9 The Board must establish and retain a Heritage Centre Collections Subcommittee as an Advisory Committee to advise the Board on Heritage Centre collection matters

3.2 Renumber clause 5.9 of the Current Agreement as clause 5.10

3.3 delete clause 7.7 and substitute:

The Regional Library must, unless otherwise agreed by the member Councils, be responsible for the maintenance, repair, replacement and operating costs of the assets:

(a) transferred to the Regional Library; or

(b) made available for the use of the Regional Library

provided that if the asset is in the nature of a building or other structure or plant or equipment (including but not limited to a vehicle) nothing in this clause 7 relieves a member Council of its obligation to contribute to the funding of such maintenance, repair or replacement or for funding the operating costs of the assets.

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#### 4. Insertion of New Clause 13A

4.1 Immediately after clause 13 but before clause 14 of the Current Agreement, insert:

##### 13A HERITAGE COLLECTION

13A.1 The member Councils acknowledge that:

- (a) All operations of the Geelong Heritage Centre have been or are being integrated into the operations of the Regional Library Corporation from Greater Geelong;
- (b) the operation of the Geelong Heritage Centre was established and managed by Greater Geelong under direction of a Scheme approved by an Order of the Supreme Court of Victoria on 29 September 1970 (which Scheme was altered by a further Order of the Supreme Court of Victoria made on 16 April 2012), with general strategic and collection planning advice provided by the Geelong Heritage Centre Committee of Management;
- (c) the collection is diverse, and includes items:
  - (i) owned by one or more of the member Councils;
  - (ii) which were originally owned by persons who and/or organisations which have donated such items to one or more of the member Councils; and
  - (iii) which are owned by persons who and/or organisations which have temporarily deposited such items to one or more of the member Councils or to the Geelong Heritage Centre as custodian of the items; or
  - (iv) which are owned by the Geelong Historical Society and have been deposited with the Geelong Heritage Centre as custodian of the items.
  - (v) the items in the collection are, by definition, described as Public Records under the *Public Records Act 1993* and are retained in the Geelong Heritage Centre collection in its capacity as an approved Public Records Office Victoria - Place of Deposit; and
  - (vi) the items in the collection have been transferred to the Regional Library Corporation.

13A.2 Notwithstanding anything else contained in this Agreement, the member Councils agree that:

- (a) for the purposes of clauses 7.7 and 10.1(a) of this Agreement, no amount specified in the Regional Library's annual Budget must allocate to any Council that was not a member of the Geelong Heritage Centre (such as Queenscliffe) any revenue derived or expenditure incurred in connection with the Geelong Heritage Centre collection;
- (b) for the purposes of clause 12 of this Agreement, the net assets, liabilities and contingent liabilities of a member Council will not include any thing or amount in connection with any item in the collection of the Geelong Heritage Centre;
- (c) if a member Council ceases to be a member of the Regional Library, it will be entitled to the return of any item in the collection of the Geelong Heritage Centre which it owns or which was donated to or deposited with it by the item's owner before the collection was physically transferred to the Regional Library; and
- (d) The inventory annexed to this agreement is an accurate statement of the items in the Geelong Heritage Centre collection at the time of its physical transfer to the Regional Library, and an accurate statement of which items are owned by or have been donated to or deposited with a member Council.

4.2 The Annexure annexed to this Agreement is to be annexed to, and constitute the Annexure to, the Current Agreement.

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## **5. Confirmation of Current Agreement**

In all other respects, the member Councils confirm the provisions of the Current Agreement.

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## **6. Governing Law and Jurisdiction**

6.1 This Agreement is governed by the law applicable in Victoria.

6.2 Each member Council submits to the exclusive jurisdiction of the courts of Victoria.

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## **7. Interpretation**

In this Agreement, unless the contrary intention appears:

7.1 headings are for ease of reference only and do not affect the meaning of this agreement;

7.2 the singular includes the plural and vice versa and words importing a gender include other genders;

7.3 other grammatical forms of defined words or expressions have corresponding meanings;

- 7.4 a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this agreement and a reference to this agreement includes any schedules and annexure;
- 7.5 a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- 7.6 a reference to a member Council includes its administrators and successors;
- 7.7 words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies; and
- 7.8 a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Interpretation of Legislation Act 1984*.

**THIS** Supplemental Agreement was approved by the Minister for Local Government on 21 June 2016. Notice of approval was published in the *Victoria Government Gazette* on 27 June 2016.

# Signing Page

Executed by the Parties

THE COMMON SEAL of GREATER  
GEELONG CITY COUNCIL was affixed this )  
day of )  
the presence of: 2016 in )



Mayor (signature)

*Mayor Stephen Young*

Mayor (name)

*Kelvin Spiller*  
Chief Executive Officer (signature)

*KELVIN SPILLER*  
Chief Executive Officer (name)

THE COMMON SEAL of GOLDEN PLAINS  
SHIRE COUNCIL was affixed this 14<sup>th</sup> day )  
of January 2016 in the presence of: )

*Rod Nicholls*  
Chief Executive Officer (signature)

*ROD NICHOLLS*  
Chief Executive Officer (name)

*Claire Martin*  
Witness (signature)

*CLAIRE MARTIN*  
Witness (name)



Signed on behalf of the Surf Coast Shire Council )  
by the Chief Executive Officer )  
pursuant to the instrument of delegation )  
dated 23 July 2013 in the presence of: )

*Vera Baini*

Chief Executive Officer (signature)

*Chris Woodfield*

Witness (signature)

THE COMMON SEAL of the BOROUGH OF )  
QUEENSCLIFFE was affixed this 18<sup>th</sup> day )  
of February 2016 in the presence of: )

*Hélène Cameron*

Councillor (signature)

*Hélène Cameron*

Councillor (name)

*Leonard Fenwick*

Chief Executive Officer (signature)

*LEONARD FENWICK*

Chief Executive Officer (name)

