



CIRCULAR MOTION

and
accompanying documents
for the

Email Confirmation
of the
Yarra Plenty Regional Library Service Board

By

9.00am
Monday 13 October 2025

Agenda Item 1: Supplemental Agreement 2025 (DECISION)

Responsible Officer:	Chief Executive Officer
Author:	Luciano Lauronce, Acting Executive Manager Corporate Services
Attachment:	1 – Supplemental Agreement 2025

EXECUTIVE SUMMARY

To present the amendments incorporated in the Supplemental Agreement 2025 to the Primary Agreement that governs the Yarra Plenty Regional Library Service (YPRL), and to outline the next steps required. The Supplemental Agreement 2025 has been updated by Hunt & Hunt Lawyers, ensuring alignment with provisions of the *Local Government Act 1989* and *2020*, YPRL's Primary Agreement, and the feedback provided by YPRL Board Members at the 28 August Board Meeting.

RECOMMENDATION

THAT the Board resolves to:

RECEIVE and NOTE the Supplemental Agreement 2025.

M: _____
S: _____

AUTHORISE the Interim Chief Executive Officer to notify in writing the member Council CEOs advising of the Supplemental Agreement 2025 and requesting its ratification to be completed by 30 November 2025, subject to the following amendment:

Annexure C, Part A, clause 2 (a) to be read: "allocation will depend upon usage, so that forecast expenditures will be allocated to each Council based on the usage of each Branch Library by the residents in their municipality in proportion to the total usage of all member Council residents of each Branch Library (so that, for example, where a Banyule resident utilises a Whittlesea or Nillumbik branch, that usage accrues back to Banyule and the associated proportional costs detailed above are charged accordingly). Usage will be determined as follows:

1. 50% being referable to loans of physical collection items;
2. 25% being referable to attendance at library programs; and
3. 25% being referable to the number of computer and wifi sessions; and"

M: _____
S: _____

REPORT

Banyule City Council, Nillumbik Shire Council and City of Whittlesea are parties to an agreement that formed Yarra Plenty Regional Library Service. This agreement, the Primary Agreement, made on 14 December 1995, revised in 2005, was subsequently amended by Supplemental Agreements made in 2010, 2015 and 2020.

Clause 14.1 of the Primary Agreement requires that the parties and the Board of the Yarra Plenty Regional Library Corporation review the operation of the Primary Agreement at least once in every five years. The revision of the Primary Agreement, led by Hunt & Hunt Lawyers, is set out in the Supplemental Agreement 2025.

Summary of amendments

The following key amendments have been incorporated:

- Expiry date: the expiry date of 1 July 2031 aligns with the requirement for YPRL to be wound up, as it marks 10 years from the commencement of Section 110 of the *Local Government Act 2020*. This updated date was confirmed by Hunt & Hunt in response to a query raised by YPRL Board Members.
- Clause 2.1 now correctly refers to the Local Government Act 2020.
- A Clause 2.5 was added which gives the Board exclusive jurisdiction to amend the Annexures in the Supplemental Agreement 2025. This update was introduced in response to a query raised by YPRL Board Members.
- Annexures:
 - **Annexure A** includes:
 - Part A: Updated to reflect the locations of new service points. Hunt & Hunt do not anticipate any issues with how these locations are represented. However, they advised that a licence agreement would be the appropriate mechanism to outline insurance and related obligations arising from YPRL's occupancy.
 - Part B: Wording revised for clarity and consistency.
 - Part C: Newly added to describe the various service models currently in operation across the region.
 - **Annexure B**: Details the rotation of the Chair for the duration of the agreement.
 - **Annexure C**: Outlines how each Council's annual financial contribution is currently determined. This annexure was added to allow the Board to make amendments in accordance with Clause 2.5.

Next Steps as per YPRL Primary Agreement clause 4.4

- Ratification of the Supplemental Agreement 2025 by each member Council is to be completed by 30 November 2025.
- The YPRL Board will consider and resolve the adoption of the Supplemental Agreement 2025 at its meeting scheduled for 11 December 2025.
- Following adoption, the Supplemental Agreement 2025 will be submitted to the Minister for Local Government for publication in the Government Gazette.

CONSULTATION

Hunt and Hunt Lawyers Hunt & Hunt Lawyers were engaged to perform a comprehensive revision of the Supplemental Agreement 2025.

YPRL Board Members provided feedback at the confidential meeting held on 28th August 2025

CRITICAL DATES

Ratification of the Supplemental Agreement 2025 by each member Council	30 November 2025
The YPRL Board will consider and resolve the adoption of the Supplemental Agreement 2025	11 December 2025

FINANCIAL IMPLICATIONS

All financial implications are contained within the body of this report.

POLICY STRATEGY AND LEGISLATION

Local Government Act 1989.

Regional Library Agreement 2005

LINKS TO LIBRARY PLAN**Outcomes:**

- **Knowledge and learning:** Together we build capacity and confidence for people across our communities to meaningfully participate in work and community life.
- **Organisational strength:** Investment in our staff, capacity, and governance to ensure we are capable and ready to adapt, learn and empower our communities in environmentally and socially responsible ways.

Priorities:

- Programs and pathways.
- Information and resources.
- People and capacity.
- Governance and technology.
- Environmental and social sustainability.

DECLARATIONS OF CONFLICT OF INTEREST

Under section 80C of the Local Government Act 1989 officers providing advice to the Library must disclose any interests, including type of interest.

The Responsible Officer reviewing this report, having made enquiries with the relevant members of staff, reports that no disclosable interests have been raised in relation to this report.

CONCLUSION

The timely ratification of the Supplemental Agreement 2025 is a significant milestone for YPRL, ensuring its governance framework remains responsive to the continued delivery of high-quality library services as the service grows and delivers more diverse library sites and formats.

END OF CIRCULAR MOTION ITEM 1 REPORT

[1 ATTACHMENT]



Banyule City Council (Banyule)
Nillumbik Shire Council (Nillumbik)
City of Whittlesea Council (Whittlesea)

Supplemental Agreement 2025

Level 5, 114 William Street, Melbourne VIC 3000 | GPO Box 1533, Melbourne VIC 3001
T +61 3 8602 9200 | F +61 3 8602 9299
Ref: AKTS:9634096

Supplemental Agreement 2025

Parties

Banyule City Council
1 Flintoff Street, Greensborough, Victoria 3088 ("Banyule")

Nillumbik Shire Council
Civic Drive, Greensborough, Victoria 3088 ("Nillumbik")

City of Whittlesea Council
25 Ferres Boulevard, South Morang, Victoria 3752 ("Whittlesea")

Background

- A. Banyule, Nillumbik and Whittlesea are parties to an Agreement To Form Yarra Plenty Regional Library Service, made on **14 December 1995, revised in 2005**, and subsequently amended by Supplemental Agreements made in 2010, 2015 and 2020 (the Primary Agreement).
- B. The Primary Agreement was approved by the Minister administering the *Local Government Act 1989*, by a notice published in the *Victoria Government Gazette*.
- C. Clause 14.1 of the Primary Agreement requires that the parties and the Board of the Yarra Plenty Regional Library Corporation review the operation of the Primary Agreement at least once in every five years.
- D. Banyule, Nillumbik and Whittlesea have, together with the Board of the Yarra Plenty Regional Library Corporation, reviewed the Primary Agreement and have determined to amend the Primary Agreement in the manner set out in this Supplemental Agreement 2025.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Supplemental Agreement, unless the context or subject-matter indicates otherwise:

"the Minister" means the Minister Administering the *Local Government Act 1989*; and

"the Primary Agreement" means the Agreement To Form Yarra Plenty Regional Library Service, made on 14 December 1995, revised in 2005, including the subsequent Supplemental Agreements made in 2010, 2015 and 2020.

237483497v1_MXN

Page 2
Document Title

2. Amendments

- 2.1** This Supplemental Agreement expires on 1 July 2031 in accordance with section 197G of the *Local Government Act 1989*, being 10 years after the commencement of section 110 of the *Local Government Act 2020*. This Supplemental Agreement will be reviewed 12 months prior to its expiry.
- 2.2** The text of Schedule 1 to the Primary Agreement is deleted and replaced by the text of Annexure A to this Supplemental Agreement.
- 2.3** Part C has been inserted into Annexure A as a new section.
- 2.4** The text of Schedule 3 to the Primary Agreement is deleted and replaced by the text of Annexure C to this Supplemental Agreement.
- 2.5** The Board has exclusive jurisdiction to amend the Annexures in this Supplemental Agreement.

3. Conditional Precedent

This Supplemental Agreement has no effect until it is approved by the Minister in accordance with section 196(8) of the *Local Government Act 1989*.

Executed on

2025

237483497v1_MXN

Page 3
Document Title

Signing Page

Executed by the parties as a deed on the date earlier specified.

Executed for and on behalf of **BANYULE CITY COUNCIL** by authority of the Chief Executive Officer or Director

Name:

Title:

Chief Executive
Officer or Director:

THE COMMON SEAL of the **NILLUMBIK SHIRE COUNCIL** was affixed hereto on the day

...../...../ 2025

on the authority of the Council and signed by:

Councillor:

Chief Executive Officer:

THE COMMON SEAL of **CITY OF WHITTLESEA COUNCIL** is affixed in the presence of:

Councillor:

Chief Executive Officer:

237483497v1_MXN

Page 4
Document Title

Annexure A

STATEMENT OF COUNCIL AND REGIONAL LIBRARY ASSETS

Part A

Council Assets provided for Regional Library Use:

All building fixtures and fittings as purchased by a Council

All structural elements of each library building, including plumbing, heating and air conditioning systems, hot water supply

Located at:

Banyule City Council

- (a) Ivanhoe Library and Cultural Hub (ILCH)
275 Upper Heidelberg Road
Ivanhoe 3079
- (b) Rosanna Branch Library
72 Turnham Avenue
Rosanna 3084
- (c) Watsonia Branch Library
4-6 Ibbottson Street
Watsonia 3087
- (d) West Heidelberg Library (Mini Branch)
15 Alamein Road
Heidelberg West 3081
- (e) Bellfield Community Hub Click & Collect Service
15 Daphne Crescent
Bellfield 3081

City of Whittlesea

- (a) Lalor Branch Library
2A May Road
Lalor 3075
- (b) Mill Park Branch Library
394 Plenty Road
Mill Park 3082
- (c) Thomastown Branch Library
52 Main Street
Thomastown 3074
- (d) Whittlesea Branch Library
Whittlesea Community Activity Centre
57-61 Laurel Street
Whittlesea 3757

237483497v1_MXN

Page 5
Document Title

- (e) Galada Community Centre Hub Click & Collect Service
10A Forum Way
Epping 3076
- (f) Kirrip Hub Click & Collect Service
135 De Rossi Boulevard
Wollert 3750
- (g) Mernda Library (Mini Branch)
180 Riverdale Boulevard
Mernda 3754
- (h) Murnong Library (Mini Branch)
183 Olivine Boulevard
Donnybrook 3064

Nillumbik Shire Council

- (a) Diamond Valley Branch Library
Civic Drive
Greensborough 3088
- (b) Eltham Branch Library
Panther Place
Eltham 3095
- (c) Hurstbridge Hub Click & Collect Service
50 Graysharps Road
Hurstbridge 3099

Part B

Regional Library Assets:

Assets acquired by the Regional Library, as defined in the register of Regional Library assets referred to in clause 6.1.3 of the Primary Agreement.

Part C

Service Model Hierarchy:

A Service Model Hierarchy provides a framework in which libraries for different communities and catchments can be scaled:

Three destination libraries – one for each member Council region:

- (d) Ivanhoe Library and Cultural Hub;
- (e) Mill Park Library; and
- (f) Eltham Library,

providing services to the wider regions with extended opening hours. These destination libraries are large libraries and are architecturally significant civic buildings.

237483497v1_MXN

Page 6
Document Title

Branch Libraries – suburban and town-based libraries providing a range of community-focussed services. Computers, printing and public wi-fi are offered in conjunction with regular programming and weekend and evening hours on offer.

Mini Branch Libraries – providing a local service that is complemented by services in larger nearby branches. Mini Branch Libraries are fully staffed for a minimum of five days per week, offer computers, printing and public wi-fi. Opening hours can vary and may not include weekend opening. Collection size will be less than 15,000 items and will be curated to be relevant to local communities. Mini Branch Libraries can be co-located within other community service centres or a leased shopfront.

Click and Collect Service – integrated within community activity centres (hubs). The Click and Collect Community Library Hub provides access to collections, reservations with a place-based program delivered. Limited staff hours are allocated for the hubs to manage the collection and deliver a limited program designed for local needs. No evening or weekend hours are provided.

Mobile Libraries – providing services to remote and rural communities. This includes the Mobile Library and the Outreach Library which serves retirement villages and nursing homes.

eLibrary Services – providing website access to all online library resources 24/7.

237483497v1_MXN

Page 7
Document Title

Annexure B

ROTATION OF CHAIR

For the twelve month period commencing:

2026

Chair:	City of Banyule
Deputy Chair:	City of Whittlesea

2027

Chair:	City of Whittlesea
Deputy Chair:	Shire of Nillumbik

2028

Chair:	Shire of Nillumbik
Deputy Chair:	City of Banyule

2029

Chair:	City of Banyule
Deputy Chair:	City of Whittlesea

2030

Chair:	City of Whittlesea
Deputy Chair:	Shire of Nillumbik

2031

Chair:	Shire of Nillumbik
Deputy Chair:	Banyule

237483497v1_MXN

Page 8
Document Title

Annexure C

NET COST APPORTIONMENT

This net cost apportionment Annexure is based upon the following principles:

- a discrete net cost shall be assigned to each Branch Library, and
- each Council shall contribute to the Regional Library in proportion to the use made of each Branch Library by its residents.

The apportionment process shall be:

Part A

Expenditures

Each Council's annual financial contribution will be established:

First by forecasting the expenditures to be made in respect of each Branch Library on the basis defined below, and

Second by allocating to Councils the forecast expenditures of each Branch Library on the basis defined below:

- (1) The following expenditures will be attributed to each Branch Library:
 - (a) Direct expenditures made in respect of each Branch Library
 - (b) Indirect expenditures will be appointed to Branch Libraries on the following basis:
 - (i) Collection costs (including salaries of relevant Library Support Staff ("LSS")) are allocated in the proportion which the collection size of each Branch Library bears to the total collection size of all Branch Libraries in the region collectively comprising the municipal districts of Banyule, Nillumbik and Whittlesea ("the region").
 - (ii) Computer expenditure (including all capital and operational expense related to the provision of IT services and salaries of relevant LSS) is allocated by the number of PCs per location.
 - (iii) Organisational Development expenditure (including all training, WorkCover and OH&S and salaries of relevant LSS) is allocated by the number of Equivalent Full Time positions per location.
 - (iv) Community Engagement expenditure (including costs of programs, activities and promotions at each branch and delivery of items across the region and salaries of relevant LSS) is allocated by total attendance at library programs conducted at each branch.
 - (v) Branch-run courier costs are allocated by the number of branches in each municipality.
 - (vi) Mobile Library expenditure is allocated by the number of hours of service in each municipality.

237483497v1_MXN

Page 9
Document Title

- (vii) Capital expenditure is allocated back to the relevant department and allocated accordingly.
 - (viii) Administrative costs (including advertising, legal, stationery, phones and the like and salaries of relevant LSS) which are regional expenses are allocated by the number of branches in the municipality.
 - (ix) Salaries expenditure (including all oncosts) of Executive Management staff is allocated according to usage.
- (2) Forecast expenditures of each Branch Library will then be allocated to Councils in accordance with the following principles:
- (a) allocation will depend upon usage, so that forecast expenditures will be allocated to Councils in the proportion which usage of each Branch Library in their municipalities bears to the total usage of all Branch Libraries in the region based on:
 - (i) 50% being referable to loans of physical collection items;
 - (ii) 25% being referable to attendance at library programs; and
 - (iii) 25% being referable to the number of computer and wifi sessions; and
 - (b) the usage of each Branch Library will be the average annual amount over the immediately preceding three calendar years (so that, for example, usage for the 2026/2027 Financial Year will be determined in January 2026 based on the average of annualised usage data from January 2023 to December 2025 inclusive).

Part B

Income

Each Council's annual financial contribution will be reduced by the amount of income it receives by way of State Government library subsidies and grants, and by the amount of income forecast to be earned by Branch Libraries and the Regional Library.

All income received from the State Government library subsidies and grants and referable to a particular Council will be deducted from that Council's cost of using the library service.

Each Council's share of other income will reflect the extent to which the Council contributes to the cost of earning that income, and:

- (1) If the cost of earning the income is a Direct Expenditure, then the income earned from that expenditure will be apportioned to the Branch Library in accordance with Part A (1)(a) above and will reduce the forecast expenditures of the Branch Library (income in this category includes photocopy charges, public telephone charges and merchandise sales).
- (2) If the cost of earning the income is an Indirect Expenditure, then the income earned from that expenditure will be apportioned to Councils in the proportion which each Council contributes to that expenditure (income in this category includes overdue charges and damaged book charges).

237483497v1_MXN

Page 10
Document Title

- (3) Interest income earned by the Regional Library will be apportioned to Councils in proportion to the forecast contribution to be made by each Council to the Regional Library.

Non-Resident Usage

The Councils recognise that use of the expenditure sharing principles defined in this Annexure may financially disadvantage a Council which makes a large number of loans to residents of municipalities which are not parties to this Agreement. If non-resident usage becomes significant the Councils agree:

- (1) actively to seek appropriate financial contributions from those municipalities whose residents use the Branch Library, and if this is unsuccessful,
- (2) to renegotiate the expenditure sharing principles of this Agreement.

Decisions Relating to Direct Expenditures

Each Council which, during the preceding financial year, contributed to more than 20% of the Direct Expenditures of a Branch Library must be consulted before Direct Expenditure commitments are made in respect of that Branch Library.

Any Council which, during the preceding financial year, contributed to more than 20% of the Direct Expenditures of a Branch Library has the right to veto direct Expenditure proposals in respect of that Branch Library.

If Direct Expenditures are made contrary to the provisions of this Agreement, the affected Council is under no obligation to contribute to the particular Direct Expenditure.

237483497v1_MXN

END OF ATTACHMENT 1