

8 CASEY CARDINIA LIBRARIES REGIONAL LIBRARY AGREEMENT

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RECOMMENDATION

That Council adopt the new Casey Cardinia Regional Library Agreement

Attachments

1 Regional Library Agreement 20 Pages

EXECUTIVE SUMMARY

Casey Cardinia Libraries operates under a Regional Library Agreement with the parties being Cardinia Shire Council and the City of Casey. The Agreement has recently been reviewed in accordance with the requirement to undertake a review every 5 years. The CCL Board has requested that Council considers the new amended Agreement and recommends it for signing and sealing at the Council meeting scheduled for October 2017. The Agreement will then be sent to the Victorian Government to be gazetted by the relevant Minister

BACKGROUND

The provision of library services across the Shire of Cardinia and the City of Casey is governed by a regional library Agreement between Casey City Council, Cardinia Shire Council and Casey Cardinia Libraries (CCL).

The regional library is formed by an Agreement signed and sealed by member Councils and approved for gazetting by the Minister for Local Government. The Agreement sets out the conditions for the formation, funding and operation of the Corporation, together with clauses relating to the responsibilities of the parties and remedies for any disputes or conflicts. The Agreement operates under the general provisions of the Local Government Act 1989 for regional library corporations. The regional library was originally created in 1996 and has been substituted in 2002 and 2012.

It is a requirement of the Agreement that the parties shall, together with the Board, review the operation of this Agreement at least once in every five years.

Through the Agreement, Board membership consists of four representatives from Casey City Council along with two Council officers. There are also two representatives from Cardinia Shire Council (one Councillor and one Council officer). At the time of this report, Cr. Jodie Owen is the Councillor representative and Cr. Ray Brown is the alternative. The General Manager of Community Wellbeing is the officer representative.

CCL operates 2 libraries the Shire of Cardinia (Pakenham and Emerald), as well as a Mobile Library Service visiting 11 townships across the Shire. CCL operates 5 libraries in the City of Casey (Endeavour Hills, Doveton, Narre Warren, Hampton Park and Cranbourne). In October 2017, Narre Warren Library will close and CCL will commence the operation of the new Bunjil Place Library within the broader Bunjil Place precinct.

CCL is funded by Cardinia Shire Council, Casey City Council and the Victorian Government.

The Casey Cardinia Library Agreement supports the vision, mission and values of the regional library, as determined by the parties.

CCL consulted with a subcommittee of Board members and the Chief Financial Officer from Cardinia Shire Council to review the Agreement and make recommendations to the Board on proposed changes. The preliminary consensus was that the Agreement was sound in that there had not been a significant history of issues or concerns raised by the Board or the member Councils relating to the general operation of the Agreement.

It was identified that some wording in the Agreement needed updating to keep pace with changes in contemporary governance and to reflect CCL's new vision, mission and values and branding. The Schedules of the Agreement have been updated to reflect the new library to be opened in October 2017 at Bunjil Place, and the closure of Narre Warren Library also in October 2017.

The final draft of the revised Agreement was presented and endorsed by the Board at its meeting on Wednesday 23 August 2017 and the Board endorsed the tabled Agreement for forwarding to the member Councils for their consideration and approval (Attachment A).

Once ratified by both Councils, the Regional Library Agreement is then forwarded by CCL to the Minister, and it is noted that the Agreement becomes effective once approved by the Minister and published in the Gazette in accordance with Section 196 (2) of the Act.

The key points of change or review in the revised Agreement are:

- The Notice clause has been deleted, however the process where a party enters or exits the Agreement is described under the Entry and Exit of Parties clause.
- Schedule 1 is new and describes the regional library's vision, mission and values. It acknowledges the importance of the Councils and CCL undertaking a collaborative and cooperative approach, and is intended to be a platform for a partnership built on trust and mutual respect.
- Schedule 2: Statement of Council's Assets has been updated to reflect upcoming changes in service points, including the closure of Narre Warren Library (October 2017) and opening of Bunjil Place Library (October 2017).
- Schedule 4 has been updated to define the need for the collection development to be maintained according to community need.

POLICY IMPLICATIONS

Nil

RELEVANCE TO COUNCIL PLAN

The Regional Library Agreement is relevant to the Council Plan 2017 in accordance with the section "Our People" and specifically the objective to provide "access to a variety of services for all" and "learning opportunities for all ages and abilities".

CONSULTATION/COMMUNICATION

The review of the CCL Regional Library Agreement was undertaken by a subcommittee of the Board as well as the CFO from Cardinia Shire Council.

FINANCIAL AND RESOURCE IMPLICATIONS

Cardinia Shire Council has a financial obligation as outlined in the Casey Cardinia Libraries Regional Library Agreement to provide funding from its Operating Budget annually towards the costs of the Casey-Cardinia Library Corporation. It should be noted that this Agreement is an ongoing agreement and has been reviewed as part of a five yearly review cycle.

The proposed 2017-2018 draft Budget for the Casey Cardinia Libraries includes a core contribution by Cardinia Shire Council of \$1,873,625. This represents 26.5% of the total council contribution (Casey meets 73.5%).

The average municipal per-capita contribution to Casey Cardinia Libraries in 2017-2018 is budgeted at \$27.21, which continues to compare favourably with the state municipal averages for public libraries (the most recently reported state average was \$43.17 in 2015/16). CCL, as part of its Library Plan actions, will review the existing funding formula for both Councils and is likely to propose an alternative formula within the next 12 months. Any change to the funding formula will be presented to Council for discussion and decision and would trigger a variation to the Agreement

CONCLUSION

Cardinia Shire Council supports Casey Cardinia Libraries to provide library services across the municipality through a Regional Library Agreement and Board membership.

The amended Agreement was endorsed by the Board at its meeting on Wednesday 23 August 2017 for consideration by member Councils. The CCL Board presents the Casey Cardinia Regional Library Agreement to Council for ratification. Officers recommend that the Agreement is approved by Council.

CASEY CARDINIA REGIONAL LIBRARY AGREEMENT



Casey
Cardinia
Libraries

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THIS AGREEMENT is made on

2017

BETWEEN:

Cardinia Shire Council of P.O. Box 7, Pakenham, Victoria, 3810 ("**Cardinia**"); and

Casey City Council of P.O. Box 1000, Narre Warren, Victoria, 3805 ("**Casey**").

RECITALS

- A. The Regional Library was created in 1996 pursuant to section 196 of the Act and an Agreement ("Original Agreement") between the Councils.
- B. The Councils in 2002 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. The Councils in 2012 decided to substitute another Agreement ("the Third 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 would continue to apply.
- D. The Councils have agreed to substitute this Agreement for the Third 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.
- E. The Regional Library will operate in accordance with a Library Plan, Strategic Resource Plan and an Annual Budget which have been approved, in writing, by each Council, according to Clauses 8 and 9 of this Agreement.
- F. The Councils have agreed on the assets they will provide for the use of the Regional Library. These assets will be identified in accordance with the procedure specified in Clause 7 of this Agreement.
- G. The Councils have agreed to contribute certain sums of money annually for the purposes of the Regional Library.
- H. The Councils will support the Regional Library's Vision, Mission and Values in all dealings with respect to the Regional Library.
- I. The Councils acknowledge that the Regional Library plays an important role supporting the delivery of their Municipal Public Health and Wellbeing Plans.

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1. DEFINITIONS

- 1.1 In the interpretation of this Agreement, including the Recitals, except where the context otherwise requires, the following words shall have the following meaning:

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

“**Additional Service**” means an additional service provided to a Council which does not form part of the Regional Library's Ordinary Business of providing library services to Councils and which is identified as an additional Service by a resolution of the Board;

“**Annual Action Plan**” means the Regional Library's Annual Action Plan which articulates the program of works planned for the financial year ahead;

“**Board**” means the governing body of the Regional Library established under Clause 4.1;

“**Budget**” means the Annual Budget of the Regional Library which has been approved by each Council in accordance with Clause 9;

“**Chief Executive Officer**” means the person appointed to be the Chief Executive Officer of the Regional Library in accordance with the Act;

“**Collection**” means the books, ebooks, periodicals, audio-visual and other items owned and or lent by the Regional Library;

“**Council**” means a party to this Agreement;

“**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;

“**Financial contribution**” means annual contribution as well as any other contribution of assets for the life of the agreement;

“**Library Plan**” means the Library Plan of the Regional Library which has been approved by each Council in accordance with Clause 8 containing 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;

“**Minister**” means the Victorian Government Minister responsible for administering *Local Government Act 1989*;

“**Ordinary Business**” means the provision of library service to Councils determined by the Board that is not considered by the Board to be an Additional Service or a Special Project;

“**Regional Library**” means the Regional Library established under this Agreement;

“**Strategic Resource Plan**” means the Regional Library's Strategic Resources Plan for the next 4 years which has been approved by each Council in accordance with Clause 8 and section 126 of the Act;

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“Usage” means loans from the collection, as recorded by the library computer system or other auditable means.

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 by the name of the Casey-Cardinia 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) provide Additional Services in accordance with this Agreement;
- (c) make Local Laws relating to the Regional Library;
- (d) 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, Strategic Resource Plan and Annual Budget;
- (e) perform its functions in a manner which facilitates the achievement of the Vision, Mission and Values set out in Schedule 1; and
- (f) do all things necessary or expedient in accordance with this Agreement and the Act for the carrying out of its functions.

3. OBJECTIVE, ROLE AND FUNCTIONS OF THE BOARD

3.1 The primary objective of the Board is to achieve the best library service outcomes now and into the future for the communities of the Councils within the context of each Council's available resources and competing demands.

3.2 The role of the Board is to:

- (a) ensure that the library services provided by the Regional Library are provided in accordance with the Library Plan, Strategic Resources Plan and Annual Budget;
- (b) provide leadership by establishing Regional Library strategic objectives and monitoring their achievement;
- (c) maintain the sustainability and viability of the Regional Library by ensuring that resources are managed in a responsible and accountable manner;
- (d) to identify and consider the economic and financial consequences of its deliberations;
- (e) advocate on behalf of the library service to other key stakeholders in business, community and government;
- (f) act as a responsible partner in government by taking into account the aspirations and needs of the community;
- (g) ensure that the library service continues to contribute to the social value of the community; and

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- (h) determine on an annual basis as part of the budget process the requirement for provision of an internal audit function.

4. MEMBERSHIP OF THE BOARD

- 4.1 The Board of the Regional Library shall consist of the following members:
 - (a) two (2) councillors appointed by the Casey City Council and two (2) officers appointed by the Chief Executive Officer of the Casey City Council; and
 - (b) one (1) councillor appointed by the Cardinia Shire Council and one (1) officer appointed by the Chief Executive Officer of the Cardinia Shire Council.
- 4.2 A Council may appoint a councillor or member of council staff to act as a substitute in place of one of its appointed members.
- 4.3 A member and substitute shall hold office until the term of his/her appointment by their Council expires, until removed, or the person resigns, or ceases to be a councillor or member of council staff, whichever occurs first.
- 4.4 A Council may remove from office its appointed member or substitute them.
- 4.5 A Council must fill a vacancy in its members as soon as possible and notify the Board in writing of the new member.
- 4.6 The office of a member automatically becomes vacant if he/she is absent for three consecutive meetings without the leave of the Board.

5. PROCEEDINGS OF THE BOARD

- 5.1 The Board shall meet in accordance with Local Law No.1.
- 5.2 The Board shall hold an ordinary meeting at least once in every three months.
- 5.3 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.
- 5.4 The Board shall elect a Councillor member to be Chairperson of the Board and he/she shall hold office for twelve months, unless he/she goes out of office earlier in accordance with Clauses 4.3 and 4.4 of this Agreement.
- 5.5 The role of Chairperson shall alternate between Councillors from Councils on an annual basis to reflect each Council's shared responsibility.
- 5.6 The Chairperson shall preside at a meeting of the Board.
- 5.7 In the absence of the Chairperson from a Board meeting, the remaining members of the Board will elect one of their number to preside at that meeting. Where possible the acting Chairperson will be a Councillor.
- 5.8 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 Councils at least two months before the meeting of the Board at which the motion is to be discussed.

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- 5.9 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 appointed members.
6. **CHIEF EXECUTIVE OFFICER**
- 6.1 The Board must appoint a Chief Executive Officer of the Regional Library under a contract.
- 6.2 The Board is responsible for reviewing the Chief Executive Officer's performance at least annually.
- 6.3 In addition to any responsibilities imposed on the Chief Executive Officer under the Act, the Chief Executive Officer shall be responsible to the Board for the finances and day to day administration and operation of the Regional Library including the implementation of the Library Plan, Strategic Resource Plan, Annual Action Plan and Annual Budget, delivery of the service and administrative support for the Board and any other duties specified.
7. **EQUITY AND OPERATING COSTS**
- 7.1 Each Council agrees to the Regional Library using the assets set out in the Statement of Council Assets in Schedule 2 to be updated within three months of the end of each financial year.
- 7.2 Each Council acknowledges that, on the formation of the Regional Library in 1996, each Council transferred to the Regional Library the assets set out in the Statement of Regional Library Assets in Schedule 3 in return for an economic entitlement to the value of those assets.
- 7.3 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.
- 7.4 The Chief Executive Officer shall maintain a register of the assets owned by the Regional Library to be updated within three months of the end of each financial year.
- 7.5 A Council must, unless otherwise agreed by the Board, give twelve months' notice in writing to the Chief Executive Officer of its intention to withdraw assets from the use of the Regional Library.
- 7.6 The Regional Library shall, unless otherwise agreed by the Board, be responsible for the cleaning, maintenance, repair, replacement and other operating costs of assets owned by the Regional Library.
- 7.7 Each Council shall, unless otherwise agreed by the Board, be responsible for the cleaning, maintenance, repair, replacement and other operating costs of assets owned by it but provided for the use of the Regional Library.
- 7.8 The Regional Library shall, unless otherwise agreed by the Board and subject to Clauses 7.6 and 7.7, be responsible for its own operating costs.

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8. STRATEGIC PLANNING

- 8.1 The Chief Executive Officer shall by 1 May each year provide each Council with a copy of the Regional Library's proposed Library Plan as endorsed by the Board and prepared in accordance with Section 125 of the Act.
- 8.2 The Chief Executive Officer shall by 1 May each year prepare and provide each Council with a proposed Strategic Resource Plan for the financial year commencing 1 July as endorsed by the Board in accordance with Section 126 of the Act.
- 8.3 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. The Strategic Resource Plan shall include an asset replacement forward plan covering the period of the Library Plan.
- 8.4 The Regional Library must adopt a Library Plan and Strategic Resource Plan by the date specified in the Act.
- 8.5 The Regional Library shall not adopt a Library Plan or Strategic Resource Plan which has not been approved, in writing, by the Councils, unless Councils have not provided this approval, or specified their objections, by the date specified in the Act, in which case the Regional Library may adopt its proposed Library Plan and Strategic Resource Plan.

9. ANNUAL BUDGET

- 9.1 The Regional Library will provide formal advice to the member Councils by 15 December each year of expected contributions and draft budget for the next financial year, to inform budget planning.
- 9.2 Councils will advise the Regional Library by 28 February each year as to the expected contribution in the draft budget and if required will propose an alternative amendment.
- 9.3 The Regional Library shall endeavour within two days following the April Board meeting (but no later than 30 April) each year provide each Council with a draft copy of the Regional Library's proposed Annual Budget as endorsed by the Board and prepared in accordance with Section 127 of the Act. Councils are to consider the draft Annual Budget and provide a written response prior to 22 June each year.
- 9.4 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; and
 - (d) draft budgeted financial statements.
- 9.5 The Regional Library must

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- (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;
- (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, unless Councils have not provided this approval, or specified their objections, by the date specified in the Act, in which case the Regional Library may adopt its proposed Annual Budget.

10. ANNUAL FINANCIAL CONTRIBUTIONS

- 10.1 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 for the Council in the Regional Library's adopted Annual Budget as calculated in accordance with Schedule 4;
 - (b) all State Government library subsidies and grants received by the Council for the Regional Library's service if not paid directly to the Regional Library;
 - (c) funds received by the Council from any other source for the Regional Library's services; and
 - (d) any additional contributions necessary for the provision of Additional Services for the Council.
- 10.2 The Councils must agree on a funding formula for the purpose of making annual financial contributions to the Regional Library under Clause 10.1(a). Schedule 4 provides the principles to be used when agreeing on a funding formula.
- 10.3 Each Council's financial contribution under Clause 10.1(a) and 10.1(b) to the Regional Library shall be paid in monthly instalments by the 15th day of each month.
- 10.4 If the Budget has not been adopted before July 1, then the monthly payment shall be the same amount as the last month of the previous financial year. Once a budget has been adopted then the next monthly payment after the adoption shall include any adjustment necessary to ensure the year to date instalments meet the agreed year to date contribution levels for the adopted budget.
- 10.5 All other Council contributions under Clause 10.1(c) shall be paid within one month of receipt of the monies by the Council, or as otherwise agreed.
- 10.6 A Council shall be responsible for the Regional Library's costs in providing any Additional Service or resources requested by the Council under Clause 10.1(d) and such costs are to be paid within 30 days of the Council receiving an invoice from the Regional Library, or as otherwise agreed.
- 10.7 Interest shall be paid on any amount payable under Clause 10.1 to 10.6 inclusive, 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.

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11. ANNUAL REPORTING AND ACCOUNTS

- 11.1 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.
- 11.2 The Chief Executive Officer shall endeavour to forward relevant preliminary information to the member Councils that underpins the Councils draft financial statements by 10 August each year.
- 11.3 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.
- 11.4 The Chief Executive Officer shall provide the Board and Councils the latest year to date financial reports at each board meeting which include an operating statement reporting the Regional Library's performance to Budget and other performance indicators as detailed in the Library Plan, Strategic Resource Plan and Annual Budget.

12. ENTRY AND EXIT OF PARTIES

- 12.1 A Council which is not a party to this Agreement may, by unanimous 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.
- 12.2 A Council must, unless otherwise agreed by the Board, give not less than twelve months' notice in writing to the Chief Executive Officer of its intention to withdraw from this Agreement.
- 12.3 A Council which has given notice under Clause 12.2 must, unless otherwise agreed by the Councils, withdraw from this Agreement on 30 June in any year.
- 12.4 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, unless otherwise agreed by the Board.
- 12.5 The portion of net assets to which a Council is entitled under Clause 12.4:
- (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 life of the 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.

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- 12.6 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.
- 12.7 The portion of the liabilities and of a reasonable assessment of contingent liabilities to which a Council is liable under Clause 12.6:
- (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 Councils' financial contributions to the Regional Library over the duration of this Agreement; and
 - (c) where contracts for goods and services are affected, shall be the full cost of any additional payments for variations to contractual arrangements resulting from the withdrawal.
13. **DISSOLUTION OF REGIONAL LIBRARY**
- 13.1 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.
- 13.2 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 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 over the duration of this Agreement.
- 13.3 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 wound up 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 with similar objects, which is charitable at law, 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.

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14. DISPUTE RESOLUTION

- 14.1 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 the Dispute.
- 14.2 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.
- 14.3 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 14.5.
- 14.4 A party must not commence proceedings pursuant to Clause 14.5 in respect of a Dispute unless:
- (a) the Dispute has first been referred to a mediator; and
 - (b) the Dispute remains unresolved.
- 14.5 If there is a Dispute the matter shall be determined under the *Commercial Arbitration Act 1984* and the arbitrator's decision shall be final and binding on the parties to the dispute.
- 14.6 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.

15. AGREEMENT AMENDMENT

- 15.1 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 Government Gazette.
- 15.2 The transfer of assets to or the making available of additional assets for the use of the Regional Library pursuant to clause 7 will not constitute an amendment to this agreement.

16. AGREEMENT REVIEW

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

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17. **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.

18. **THIRD AGREEMENT**

18.1 Subject to clause 18.2, the Third Agreement ends on the day this Agreement commences operation.

18.2 Any:

(a) right accrued; or

(b) obligation incurred

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

EXECUTED as an Agreement.

THE COMMON SEAL of Casey City Council was)
 hereunto affixed on in the presence of)
)
)
)
)
 _____)
 Mayor)
)
)
 _____)
 Chief Executive Officer)

_____)
 in accordance with a resolution made by the Council on)
 this day of , 20)

THE COMMON SEAL of Cardinia Shire Council was)
 hereunto affixed on in the presence of)
)
)
)
)
 _____)
 Mayor)
)
)
 _____)
 Chief Executive Officer)

_____)
 in accordance with a resolution made by the Council on)
 this day of , 20)

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SCHEDULE 1**REGIONAL LIBRARY'S VISION, MISSION AND VALUES**

Public libraries are expected to do much more than curate collections and lend books. The Councils acknowledge that the Regional Library has a core role promoting literacy, providing free access to information, encouraging a culture of lifelong learning and contributing to positive socio-economic outcomes across the community. This agreement recognises the importance of collaboration and co-operation between the Councils and is intended as a platform for partnership built on trust and mutual respect. The Councils have a shared commitment to supporting the Regional Library on a sustainable basis as it realises the vision, mission and strategic goals articulated in the Library Plan. This Agreement is informed by the principles and standards articulated in the Australian Library Industry Association Guidelines, Standards and Outcome Measures for Australian Public Libraries (July 2016).

Our Vision

Inspiring spaces where everyone is free to discover possibilities.

Our Mission

To encourage lifelong learning, increase literacy and build strong, resilient communities across the Casey Cardinia Region.

Our Values**Teamwork**

We excel when we all contribute. We are loyal and dedicated to each other. We always do our fair share.

Love of Learning

We love new things. We believe there is an opportunity to learn anywhere and everywhere.

Fairness

We treat all people fairly. We do not let our personal feelings bias our decisions about others. We give everyone a chance.

Creativity

Thinking of new ways to do things is crucial to our success. We are never content doing things the conventional way if we believe a better way is available.

Social Intelligence

We are aware of the motives and feelings of other people. We know what to do to fit into different situations and we know what to do to put others at ease.

Humour

We like to laugh, bringing smiles to other people. We try to see the light side of all situations.

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SCHEDULE 2

STATEMENT OF COUNCILS' ASSETS

Casey City Council

Casey City Council agrees to supply and maintain the following:

- buildings;
- shelving;
- furniture;
- fixtures; and
- fittings

at the Branch Libraries listed below:

1. Cranbourne Library
Casey Indoor Leisure Centre
65 Berwick-Cranbourne Road
Cranbourne 3977
2. Doveton Library
Autumn Place
Doveton 3177
3. Endeavour Hills Library
Raymond McMahon Boulevard
Endeavour Hills 3806
4. Hampton Park Library
Stuart Avenue
Hampton Park 3976
5. Narre Warren Library (until October 2017)
Overland Drive
Fountain Gate 3805
6. Bunjil Place Library
Patrick Northeast Drive
Narre Warren 3805

Note: The costs and arrangements associated with the location for Library Administration/Headquarters are the responsibility of the Regional Library.

Cardinia Shire Council

Cardinia Shire agrees to supply and maintain the following:

- buildings;
- shelving;
- furniture;
- fixtures; and
- fittings

at the Branch Libraries listed below:

1. Emerald Library
400B Belgrave-Gembrook Road
Emerald 3782
2. Pakenham Library
Corner of John Street and Henry Street
Pakenham 3810

Cardinia Shire owns and agrees to supply and maintain a Mobile Library comprising of a prime mover and trailer. This vehicle is garaged at the Cardinia Depot.

Insurance

Councils are responsible for insurance cover of their assets including:

- buildings
- fixtures;
- fittings;
- general furniture;
- mobile library (Cardinia Shire);
- public liability; and
- Regional Administration Office Building.

The Regional Library is responsible for insurance cover of its assets including:

- books and library materials;
- computers;
- staff equipment;
- regional head office fixtures, fittings and equipment;
- motor vehicles;
- marine cargo (Mobile Library contents);
- public liability; and
- association's liability (professional and indemnity).

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SCHEDULE 3

STATEMENT OF REGIONAL LIBRARY ASSETS AND LIABILITIES

The Regional Library will maintain a detailed asset register of assets owned and purchased by the Regional Library for use at the Branch Libraries and Regional Library's Administrations Office.

The Chief Executive Officer shall, within three months of the end of the financial year, provide each Council a copy of the Regional Library's Annual Report including asset values and depreciation schedules of all books and library materials, plant, equipment and liabilities and contingent liabilities.

The apportionment of net assets and liabilities to which a Council is entitled is under Clause 12.5 of the Regional Library Agreement.

The Regional Library will be responsible to supply and maintain:

- furniture and equipment at the regional head Office;
- computers and communications equipment for administrative functions
- motor vehicles; and
- books and library materials.

Note: the Regional Library's asset register includes furniture and equipment purchased by the Friends of the Libraries which is used in the Branch Libraries.

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SCHEDULE 4**FUNDING PRINCIPLES**

In drawing up the funding principles Councils have agreed to the following principles and formulae for funding the operations of the Regional Library.

1. Sustainable Funding

Councils will provide a sufficient proportion of funding to enable the Regional Library to deliver the key strategic goals in the Library Plan.

2. Service Points**Definition**

A service point is defined as a library or mobile library that offers at least lending services.

- 2.1 A Council is responsible for determining the number, location, service levels and hours of operation of the service points in its own municipality, and subject to consideration by the Board on the likely impact of any changes to regional resources and service levels.
- 2.2 Councils will share the combined total general operating costs of all service points across the region according to an average percentage of regional loans and population (as per Australian Bureau of Statistics) for each municipality. General operations include lending services, branch administration, reference, outreach, local history, youth and adult services.
- 2.3 A Council will fully fund any service provided in its municipality that is not considered to be a general service, unless the Regional Library agrees to incorporate the service as a general service. An example of an Additional Service would be the current courier service to the Berwick Mechanics Institute, computer access to a Council or some other special service provided to a Council.
- 2.4 A Council will fully fund new initiatives within general library operations, such as extensions to hours or services, or new service points, for a period of one or more years as determined by the Board, after which usage according to 2.2 will prevail.
- 2.5 Funding of a new service point is to include funding for a new Collection if required by the Board.

3. Collection Development**Definition**

Collection development includes policy, selection, withdrawal and transfer of materials, acquisitions, cataloguing, data input, processing, repairs, binding, reservations and inter-library loans.

- 3.1 Collection size and composition will be maintained in response to community need.

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- 3.2 At least 70% of the physical Collection will be less than 5 years old.
- 3.3 New and replacement lending materials will be distributed to service points in such a way that each municipality receives its due proportion of material based on population, plus any additional materials purchased according to 2.2.

4. Population

Where the funding basis is to be population, the population figure is to be based on the last published provisional Australian Bureau of Statistics population figures at the time the Budget is prepared.

5. Usage

Where the funding basis is to be usage, the usage figure is to be based on computer records for the 12 months April to March, that is, the April to March period preceding the budget preparation period. In preparation for the November preliminary Budget estimates, the usage figure is to be based on the 12 months November to October, that is the, November to October period preceding the preliminary Budget estimates period.

6. State Funding

Expected State Funding will be attributed back to the member Councils' on the basis of an average of the population and usage percentages, as referred to in Clauses 3 and 4 of the Funding Principles. The Board will determine how variations in the State Funding will be dealt with; however any variation in State Government Funding in excess of five (5) percent under or over, the Budget estimates will be referred back to the member Councils for consultation and final decision.