

# **Regional Library Agreement**

**Casey Cardinia Library  
Corporation**

**ABN 38 577 892 449**

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## Part A – Details

Party details	CCLC Details	
	<b>Casey Cardinia Library Corporation</b> ABN 38 577 892 449 of Locked Bag 2400, Cranbourne VIC 3977 <b>(CCLC)</b>	Representative: [insert] Email: [insert]
	Council Details	
	<b>Casey City Council</b> ABN 43 320 295 742 of Bunjil Place, 2 Patrick Northeast Drive, Narre Warren VIC 3805 <b>(Council)</b>	Representative: [insert] Email: [insert]

### 1. RECITALS

- 1.1 The Casey-Cardinia Library Corporation ABN 38 577 892 449 was established in 1996 by an agreement between Casey City Council ABN 43 320 295 742 (**Casey**) and Cardinia Shire Council ABN 32 210 906 807 (**Cardinia**), pursuant to section 196 of the *Local Government Act 1989* (Vic) (**Original Agreement**).
- 1.2 The Original Agreement has been amended, restated and substituted from time to time (including in or around 2002, 2012), with the most recent agreement governing the provision of library services being entered in to by Casey and Cardinia on or around 24 October 2017 (**Fourth Agreement**).
- 1.3 In accordance with clause 12 of the Fourth Agreement, Cardinia withdrew from the Fourth Agreement on or around 30 November 2022, leaving Casey as the sole member of CCLC.
- 1.4 Casey and CCLC have agreed to amend, restate and substitute the Fourth Agreement with this Agreement and for CCLC to continue the operation of library services within Casey's municipal district in accordance with its terms.

## Part B – Signing Page

### Executed as an Agreement

<b>THE COMMON SEAL of CASEY CARDINIA LIBRARY CORPORATION ABN 38 577 892 449</b> is fixed in accordance with a resolution made by CCLC on _____ in the presence of its duly authorised persons:	<b>THE COMMON SEAL of CASEY CITY COUNCIL ABN 43 320 295 742</b> is fixed in accordance with a resolution made by the Council on _____ in the presence of its duly authorised persons:
<i><b>Signature of duly authorised person</b></i>	<i><b>Signature of duly authorised person</b></i>
Chief Executive Officer	Mayor
<i><b>Role</b></i>	<i><b>Role</b></i>
<i><b>Signature of duly authorised person</b></i>	<i><b>Signature of duly authorised person</b></i>
Chairperson	Chief Executive Officer
<i><b>Role</b></i>	<i><b>Role</b></i>
<i><b>Date</b></i>	<i><b>Date</b></i>

# Part C – Terms and Conditions

## 1. Term

1.1 This Agreement will commence on the Commencement Date and continues until:

- (a) the date that the Council exits this Agreement; or
- (b) 1 July 2031,

whichever occurs first.

## 2. Fourth Agreement

2.1 The Fourth Agreement shall end on the Commencement Date of this Agreement.

2.2 Any:

- (a) right accrued; or
- (b) obligation incurred,

which, by reason of the Fourth Agreement, survives or was intended to survive substitution of the Fourth Agreement, will continue to exist.

## 3. Change of Name

3.1 On and with effect from the Commencement Date, CCLC and the Council acknowledge and agree that the Casey Cardinia Library Corporation will change its name to, as be known as, Casey Cardinia Library Corporation.

## 4. Purpose and Objectives

4.1 The purpose of this Agreement is to govern the relationship between the Council as a member of CCLC:

(a) in order for CCLC to, without limitation:

- (i) provide resources and programs to promote literacy, provide free access to information, encourage a culture of lifelong learning and contribute to positive socio-economic outcomes across the community in an equitable, effective, efficient, responsive and forward-looking manner in accordance with the values and objectives set out in the Library Plan;
- (ii) provide or ensure the provision of, subject to any Service Level Agreement or any conditions attached to any State Government library subsidies and grants to CCLC or the Council, a quality, customer-focused library service for the Council's municipal district;
- (iii) provide Additional Services;
- (iv) make by-laws relating to CCLC;
- (v) perform any other functions which are conferred on CCLC under this Agreement or the Act including defining overall policy objectives, developing strategic policy and a Financial Strategy, developing a Library Plan, developing an Annual Budget and preparing an Annual Report;
- (vi) tender for the provision of services and monitor contracts under which services are provided; and
- (vii) to do all things necessary or expedient in accordance with this Agreement and the Act for the carrying out of its functions.

(b) including with respect to the Council's:

- (i) initial contribution and transfer of Council Assets to CCLC; and
- (ii) ongoing support and contribution to CCLC of certain sums of money annually.

## 5. CCLC Board

## Part C – Terms and Conditions

- 5.1 The primary objective of the Board is to achieve the best library service outcomes now and into the future for the communities of the Council within the context of the Council's available resources and competing demands.
- 5.2 The role of the Board is to:
- (a) ensure that the library services provided by CCLC are provided in accordance with the Library Plan, Strategic Resource Plan and Annual Budget;
  - (b) provide leadership by establishing CCLC's strategic objectives and monitoring their achievement against pre-determined service levels and Key Performance Indicators;
  - (c) maintain the sustainability and viability of CCLC by ensuring that resources are managed in a responsible and accountable manner;
  - (d) 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
  - (h) determine on an annual basis as part of the budget process, the requirement for provision of an internal audit function.

### 6. Structure of the Board

- 6.1 The composition of the Board shall consist of a maximum of 5 members including:
- (a) three (3) members appointed by the Council (**Council Members**);
  - (b) two (2) independent members (**Independent Members**),
- provided that the number of Independent Members never exceeds the number of Council Members.

### 7. Appointment of Council Members

- 7.1 The three (3) Council Members appointed by the Council on the basis of their skills, background and expertise deemed necessary or desirable by the Board, shall consist of up to:
- (a) two (2) officers appointed by the Chief Executive Officer of the Council; and
  - (b) one (1) representative, councillor or employee of the Council appointed by the Council.
- 7.2 The Council may appoint an officer, representative, councillor or employee of the Council to act as a substitute in place of any of its Council Members.
- 7.3 A Council Member and substitute shall hold office until:
- (a) the term of his/her appointment by the Council expires;
  - (b) removed by the Council;

## Part C – Terms and Conditions

- (c) or the person resigns or ceases to be a representative, an officer, a councillor or member of Council staff,

whichever occurs first.

- 7.4 The Council may remove from office, any Council Member, or substitute them, in its absolute discretion.
- 7.5 The Council must fill a Council Member vacancy as soon as possible and notify the Board in writing of the new Council Member.
- 7.6 The office of a Council Member automatically becomes vacant if he/she is absent for three consecutive meetings without leave of the Board.

### 8. Appointment of Independent Members

- 8.1 To be appointed as Independent Members, candidates must be recommended on the basis of their skills, background and expertise deemed necessary or desirable by the Chief Executive Officer of the Council (including, without limitation, to complement the appointed Council Members) for the effective operation of the Board.
- 8.2 When there is an Independent Member vacancy, the Chief Executive Officer of the Council shall undertake the following process to fill the vacancy:
  - (a) a publicly advertising of the vacancy; and
  - (b) the Chief Executive Officer of the Council shall give consideration to:
    - (i) identified skills and behaviour gaps of the Board that align with the strategic priorities of CCLC;
    - (ii) demonstrated networks of the Independent Member candidate that expands beyond the current Board Members' networks and aligns with the strategic priorities of CCLC; and
    - (iii) Board diversity across a broad range of areas including:
      - (A) age;
      - (B) gender;
      - (C) Aboriginal and Torres Strait Islander people;
      - (D) culturally and linguistically diverse people;
      - (E) LGBTQ+ people;
      - (F) lower socio-economic people; and
      - (G) people with a disability.
- 8.3 An Independent Member shall hold office:
  - (a) for a maximum four (4) year term (**Initial Term**) and subject to mutual agreement by the Board and Independent Member, may elect to extend the Initial Term for a further four (4) year term (**Further Term**),  
until:
    - (b) the expiry of the Initial Term or any Further Term (if applicable);

## Part C – Terms and Conditions

- (c) removed by CCLC in accordance with the terms of a separate contract of appointment; or
- (d) the Independent Member resigns.

### **9. Proceedings of the Board**

- 9.1 The Board shall meet in accordance with Local Law No.1.
- 9.2 The Board shall hold an ordinary meeting at least once in every three months.
- 9.3 If a special meeting is called, it must be called by the CEO on the request of the Chairperson or any two Members of the Board.
- 9.4 The Board shall elect an Independent Member to be Chairperson of the Board and he/she shall hold office for twenty-four months, unless he/she retires from office earlier in accordance with clauses 8.3 of this Agreement.
- 9.5 The Chairperson shall preside at a meeting of the Board.
- 9.6 In the absence of the Chairperson from a Board meeting, the remaining Independent Member of the Board will preside at that meeting as the acting Chairperson.
- 9.7 The Council agrees to indemnify, and keep indemnified, each Board Member, the CEO, each CCLC staff member and any person exercising any function or power on behalf of CCLC, from liability incurred as a consequence of the operation of section 76 of the Act.

### **10. Chief Executive Officer**

- 10.1 The Board must appoint a CEO under such terms and conditions as the Board determines from time to time.
- 10.2 The Board may remove the CEO, subject to Law and the terms of any agreement between CCLC and the CEO.
- 10.3 The Board is responsible for reviewing the CEO's performance at least annually.
- 10.4 In addition to any responsibilities imposed on the CEO, the CEO shall be responsible to the Board for the finances and day to day administration and operation of CCLC including the implementation of the Library Plan, Strategic Resource Plan, Annual Budget, delivery of the service and administrative support for the Board and any other duties specified.

### **11. Assets and Operating Costs**

#### **Premises**

- 11.1 Each party acknowledges and agrees that:
  - (a) as at the Commencement Date, CCLC occupies, or will occupy each Premises;
  - (b) CCLC's occupancy of each Premises may be subject to a separate agreement between the Council and CCLC as agreed from time to time, that sets the obligations and the responsibilities of each party including, without limitation, in respect of costs;
  - (c) where CCLC agrees to assume responsibility for specific maintenance, repair, replacement and/or operating costs of a Premises or the Council wishes to add a new or change an existing Premises,



## Part C – Terms and Conditions

CCLC and the Council shall negotiate in good faith a change to the Council's annual contribution to CCLC to reflect the specific addition, change, maintenance, repair, replacement and/or operating costs as applicable.

- (d) CCLC shall, unless otherwise agreed by the Board, be responsible for its own operating costs including, without limitation, the costs associated with the location of CCLC's library administration headquarters;

### Council Assets

- (e) on and following the formation CCLC, the Council transferred the Council Assets to CCLC;
- (f) CCLC holds and has the benefit and use of the Council Assets for the purpose of providing library services to the Council;
- (g) during the Term, the CEO must maintain a register of:
  - (i) CCLC Assets, including their net asset value and location; and
  - (ii) Council Assets, including their net asset value and location; and
- (h) each register maintained by the CEO in accordance with clause 11.1(g)(i) and 11.1(g)(ii), must be:
  - (i) updated within three (3) months of the end of each financial year; and
  - (ii) audited and included in the Annual Budget and accounts.

### Changes to Council Assets

- 11.2 The Council must, unless otherwise agreed by the Board, give not less than 12 months' notice in writing to the CEO of its intention to withdraw Council assets or Premises used by CCLC to provide library services.
- 11.3 Subject to clause 11.2, nothing in this Agreement generally requires the Council to continue to provide the Premises, Council Assets or services to CCLC as at the Commencement Date or subsequently, nor restricts the Council from adding to, changing or withdrawing any of the Premises, Council Assets or services provided to CCLC.
- 11.4 Subject to clause 11.5, where the Council adds to, changes or otherwise withdraws any of the Premises, Council Assets provided to CCLC that leads to excess staff, then that Council will be liable for the redundancy costs for excess staff (whether deployed in library branches, the administration of CCLC or otherwise).
- 11.5 CCLC must use best endeavours to redeploy the affected staff within CCLC.

## 12. Strategic Planning

- 12.1 On or before 1 May each year during the Term, the CEO must provide the Council with a copy of CCLC's proposed:
  - (a) Library Plan; and
  - (b) Strategic Resource Plan,as endorsed by the Board.
- 12.2 CCLC must not deviate from any plan approved in writing by the Council without first obtaining the Council's prior written approval.
- 12.3 Subject to clause 12.4, CCLC must adopt a Library Plan and Strategic Resource Plan on or before 1 July each year during the Term.
- 12.4 CCLC shall not adopt a Library Plan or Strategic Resource Plan which has not been approved in writing by the Council, unless the Council has not provided approval or specified its objections by 1 June, in which case CCLC may adopt a Library Plan and Strategic Resource Plan on or before 1 July.

## 13. Annual Budget

## Part C – Terms and Conditions

- 13.1 By 15 December each year during the Term, the CEO will provide formal advice to the Council of the expected contribution and draft budget for the next financial year, to inform budget planning.
- 13.2 On or before 28 February each year during the Term, the CEO must provide the Council with advice on the expected contribution in the draft Annual Budget and if required will propose an alternative amendment..
- 13.3 The proposed Annual Budget shall be developed in accordance with general accounting principles and include:
  - (a) current financial statements showing assets and liabilities, including funds held by CCLC;
  - (b) the amount of the proposed contribution of the Council to CCLC for the financial year commencing 1 July;
  - (c) the amount of funds expected to be received by CCLC from any other sources for the financial year commencing 1 July;
  - (d) the amounts and expenses payable by CCLC, including under contracts with service providers who have successfully tendered to provide services to CCLC for the financial year commencing 1 July.
- 13.4 CCLC shall endeavour, within two days following the April Board meeting (but no later than 30 April) each year, to provide the Council with a draft copy of CCLC's proposed Annual Budget as endorsed by the Board and prepared in accordance with section 127 of the Act.
- 13.5 On or before 22 June each year during the Term, the Council will advise CCLC of its expected contributions to the Annual Budget and, if appropriate, may provide a response and/or propose a variation to the Annual Budget to CCLC in writing.
- 13.6 The Board must not adopt an Annual Budget or a revised Annual Budget, which has not been approved by a resolution made at an ordinary meeting or special meeting of the Council, unless the Council has not provided approval or specified its objections by the date specified in the Act, in which case CCLC may adopt an Annual Budget or revised Annual Budget.

### **14. Annual Financial Contributions**

- 14.1 The financial contributions shall be calculated with the purpose of covering the ongoing operational costs of CCLC, other than operational costs that can be funded by revenue generated by CCLC or obtained by CCLC through other external funding.
- 14.2 The amount to be contributed to CCLC by the Council each year during the Term, shall be the sum of:
  - (a) the amount specified in CCLC's adopted Annual Budget;
  - (b) all State Government library subsidies and grants received by the Council (or paid directly to CCLC) for library services;
  - (c) funds received by the Council from any other sources for library services to be provided by CCLC; and
  - (d) any additional contributions necessary for the provision of Additional Services to the Council.
- 14.3 The Council's financial contribution to CCLC under clause 14.2(a) and 14.2(b) shall, subject to the receipt by the Council of a valid tax invoice and anything to the contrary in an adopted Annual Budget, be paid in equal monthly instalments by the 15<sup>th</sup> day of each month during the Term.
- 14.4 If the Annual Budget has not been adopted before 1 July each Year during the Term, then the monthly payment shall be the same amount as the last month of the previous financial year. Once the Annual Budget has been adopted, 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 Annual Budget.
- 14.5 All other Council contributions received by the Council under clause 14.2(c) shall be paid to CCLC within one month of receipt of the monies by the Council, or as otherwise agreed.

## Part C – Terms and Conditions

- 14.6 The Council shall be responsible for CCLC's costs in providing any Additional Service or resources requested by the Council under clause 14.2(d) and such costs are to be paid within 30 days of the Council receiving a valid invoice from CCLC, or as otherwise agreed.
- 14.7 Interest shall be paid on any amount payable under clauses 14.2(a), which is not received by the CEO 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 CEO.

### **15. Annual Reporting and Accounts**

- 15.1 The Chief Executive Officer shall provide the Council with CCLC's Annual Report, including audited financial statements, to ensure they meet their reporting timelines in accordance with section 126 of the Act within three (3) months of the end of each financial year.
- 15.2 The CEO shall endeavour to forward relevant preliminary information to the Councils that underpins the Councils draft financial statements by 10 August each year during the Term.
- 15.3 CCLC must provide the Council with quarterly financial reports which include an operating statement reporting CCLC's performance to budget and any other Key Performance Indicators as detailed in the Library Plan, Strategic Resource Plan, Annual Budget and/or any Service Level Agreement.
- 15.4 The books of accounts and all other financial records of CCLC shall be available for inspection at all reasonable times by any Board member, councillor or person authorised by the Council or by any person authorised by the Secretary of the Department responsible for administering State Government library subsidies and grants from which CCLC or the Council receives funds.

### **16. Exit of the Council**

- 16.1 The Council must, unless otherwise agreed by the Board, give not less than twelve months' notice in writing to the CEO of its intention to withdraw from this Agreement.
- 16.2 If the Council has given notice under clause 16.1, it must, unless otherwise agreed by CCLC, withdraw from this Agreement on 30 June in any year.
- 16.3 If the Council withdraws from this Agreement, it shall be entitled to, and may require CCLC to transfer all assets (including all Collections) held by CCLC for the purpose of providing library services within the LGA as at the date of its withdrawal, to a Beneficial Enterprise or such other entity as permitted by Law.
- 16.4 If the Council withdraws from this Agreement, it will be liable for the liabilities, including contingent liabilities, of CCLC.
- 16.5 CCLC may charge the Council its reasonable substantiated costs associated with complying with any direction given by the Council under clause 16.3.
- 16.6 For the purposes of clause 16.4, the costs to CCLC of the Council's withdrawal from this Agreement shall include, but not be limited to:
- (a) redundancy costs for excess employees (whether deployed in library branches, the administration of CCLC or otherwise); and
  - (b) where contracts for goods and services are affected, the full cost of any additional payments for variations to contractual arrangements resulting from the withdrawal.

### **17. Distribution of Assets upon winding up of CCLC**

- 17.1 If the event that CCLC is wound up, the Council shall be:
- (a) entitled to the any assets of the CCLC not transferred pursuant to clause 16.3, if any; and
  - (b) liable for the liabilities, including contingent liabilities, of CCLC, as at the date of CCLC's winding up.

## Part C – Terms and Conditions

17.2 In accordance with sections 30-125(5) and 30-125(7) of the *Income Tax Assessment Act 1997* in the event that CCLC 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 objectives, which is charitable at law, to which income tax deductible gifts can be made:

- (a) gifts of money or properly 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.

### 18. Dispute Resolution

#### Notice

18.1 If any Dispute arises under this Agreement, the party raising the dispute must give to the other party a notice (**Dispute Notice**) specifying the Dispute and requiring its resolution under this clause.

#### Negotiation

18.2 If the Dispute is not resolved within 7 days after a Dispute Notice is given to the other party, each party must nominate one representative from its senior management (each, a **Dispute Representative**) to meet and use all reasonable endeavours, acting in good faith, to resolve the Dispute by joint discussions.

#### Escalation following Negotiation

18.3 If the Dispute is not resolved within 15 Business Days of the Dispute being referred to the respective Dispute Representatives, then either party may submit the Dispute for mediation to a mediator agreed by both parties.

18.4 If the disputants are unable to agree on a mediator within 7 days of submitting the Dispute to mediation, the parties may request the chairperson of the Resolution Institute to nominate a mediator to whom the dispute will be referred.

18.5 The mediation will be run in accordance with and subject to Resolution Institute Mediation Rules and the costs of mediation will be shared equally between the parties.

18.6 If:

- (a) the party receiving the Dispute Notice fails to attend the mediation;
- (b) the mediation has not occurred within 6 weeks of the date of the Dispute; or
- (c) the mediation fails to resolve the Dispute,

the party serving the Dispute Notice may commence proceedings in a court or tribunal or before any authority or board to resolve the matter.

#### Continued performance

18.7 During the existence of any Dispute, the parties must continue to perform all their obligations under this Agreement without prejudice to their position in respect of such Dispute, unless the Parties otherwise agree.

#### Urgent interlocutory relief

18.8 Nothing in this Clause 18 prevents a party from seeking any urgent injunctive or declaratory relief.

### 19. General

#### Notices

19.1 Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be:

- (a) in writing

## Part C – Terms and Conditions

(b) signed

(c) left at the address of the party as stated in the Details and updated from time to time, sent by prepaid ordinary post, sent by email, or given in any other way permitted by Law.

19.2 Notices, certificates, consents, approvals, waivers and other communications take effect from the time they are received unless a later time is specified.

### Amendment

19.3 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 for Local Government by in accordance with section 196(2) of the Act.

19.4 The transfer of Council Assets to, or the making of additional Premises available for the use of CCLC pursuant to clause 5, will not constitute an amendment to this Agreement.

### Agreement Review

19.5 The parties shall, together with the Board, review the operations of this Agreement at least once every four years.

### Counterparts

19.6 This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

### Costs

19.7 Each party must pay its own costs in respect of this Agreement and the documents and transactions contemplated by this Agreement.

### Severance

19.8 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement shall continue in force.

### No waiver

19.9 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

### Governing Law

19.10 This Agreement is governed by the law applicable in Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts of Victoria.

### Relationship to other agreements

19.11 This Agreement must be read in conjunction with any attachments, policies, local laws, Service Level Agreements or other documents, howsoever described, which are issued, created or amended from time to time and incorporate, or are referable to (whether express or implied), the terms of this Agreement.

## 20. Interpretation

20.1 In this Agreement unless the contrary intention appears:

**Act** means the *Local Government Act 1989* (Vic).

**Additional Service** means any additional or ancillary services provide to the Council which does not form part of CCLC's Ordinary Business of providing library services to the Council and which is identified as an additional service by a resolution of the Board.

## Part C – Terms and Conditions

**Agreement** means this agreement, as may be amended from time to time, and includes any schedule or annexure to it.

**Annual Budget** means the annual budget prepared by CCLC in accordance with clause 13.

**Annual Report** means annual report prepared by CCLC in accordance with clause 15.

**Beneficial Enterprise** has the meaning given to that term in section 110 of the *Local Government Act 2020* (Vic).

**Board** means the board of CCLC.

**Board Member** means, as the context requires, either a Council Member, an Independent Member or both.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

**CCLC** means Casey Cardinia Library Corporation ABN 38 577 892 449 (formerly known as Casey-Cardinia Library Corporation) of Bunjil Place, 2 Patrick Northeast Drive, Narre Warren VIC 3805.

**CCLC Assets** means CCLC assets owned and used by CCLC to provide library services, as set out in Column [X] of Schedule 2, and updated from time to time in accordance with clauses 11.1(g) and 11.1(h), but excludes any Premises.

**CEO** means the Chief Executive Officer of CCLC.

**Collections** means CCLC's collection of books and materials (including electronic books and any and all licences pertaining to electronic books).

**Commencement Date** means the date on which notice of the Minister's approval is published in the Government Gazette.

**Confidential Information** means all information disclosed to or otherwise acquired by the a party (the **Receiving Party**) which is marked as confidential, treated by the party disclosing it or from which it was acquired (the **Disclosing Party**) as confidential or otherwise by its nature confidential, including any information or records (or copies of information or records) relating to the business, business associates, financial affairs, products, services, suppliers or clients of the Disclosing Party, but excluding information that: (a) the Receiving Party creates (whether alone or jointly with any third person) independently of the Disclosing Party; or (b) is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its Personnel).

**Council** means the Casey City Council ABN 43 320 295 742 of Bunjil Place, 2 Patrick Northeast Drive, Narre Warren VIC 3805.

**Council Assets** means the assets owned by the Council and on and following the formation CCLC, used by CCLC to provide library services, as set out in Column [X] of Schedule 2, updated from time to time in accordance with clauses 11.1(g) and 11.1(h), but excludes any Premises.

**Details** means Part A – Details.

**Dispute** means any dispute, grievance, disagreement or difference between the Council and CCLC which arises out of or in connection with this Agreement.

**Fourth Agreement** means the Casey-Cardinia regional library agreement between the Council and Cardinia Shire Council, dated on or around 24 October 2017.

**Key Performance Indicator** or **KPI** means any key performance indicator relating to the services provided by CCLC, or as otherwise agreed or amended between the parties from time to time.

**Law** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, and includes common law and the principles of equity, the guidelines and requirements of Regulatory Authorities and any industry codes of conduct applicable to either party or the activities performed under this Agreement, as in effect and applicable from time to time.

**LGA** means Local Government Area.

## Part C – Terms and Conditions

**Library Plan** means the library plan prepared by the CEO in consultation with the Council, containing the statement of the corporate direction of CCLC during a rolling four (4) year period and including CCLC's objectives, strategies, strategic indicators for monitoring the achievement of objectives aligned to Council's strategic documents, and any other information reasonable required by the Council or Law.

**Local Law No.1** means the local law titled 'Casey Cardinia Library Corporation, Local Law No. 1', in respect of CCLC's meeting procedures and use of its common seal, made in accordance with Part 5 of the Act, as may be amended from time to time under Division 3 of the *Local Government Act 2020* (Vic).

**Ordinary Business** means the provision of 'business as usual' library services to the Council as determined by the Board, that is not considered by the Board, acting reasonably, to be an Additional Service or special project.

**Personnel** of a party, means a director or other officer, employee, agent, or adviser of or to that person.

**Premises** means each library branch or administrative property owned or rented by the Council and occupied by CCLC for the purpose of CCLC operating library branches, as set out in Schedule 1

**Regulatory Authority** means any court or government body, including any political subdivision thereof, including any ministry, department, commission, board, tribunal, bureau, agency, or other regulatory, administrative, monetary, fiscal, judicial or governmental authority or instrumentality, and further including any semi-governmental or quasi-governmental person or entity exercising the functions of any of these.

**Service Level Agreement** means any service level agreement entered into by the Council and CCLC containing minimum service levels and KPIs agreed by the parties from time to time, that CCLC must achieve when performing a service.

**Strategic Resource Plan** means the strategic resource plan prepared by the CEO in consultation with the Council in accordance with the section 126 of the Act, containing:

- (a) a program for the delivery of services by CCLC for rolling 4 years periods and identifies the financial and other resource requirements of CCLC; and
- (b) asset replacement plan aligned with the term of the Library Plan.

20.2 In this Agreement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (d) a reference to time is to Victoria, Australia time;
- (e) a reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Agreement or any part of it;
- (j) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (k) headings are for ease of reference only and do not affect interpretation.

# Schedule 1 – Premises

Library	Street Address	Suburb	State	Postcode	Asset Number
Bunjil Place Library	2 Patrick Northeast Drive	Narre Warren	VIC	3805	#B214
Cranbourne Library	Casey Complex 65 Berwick-Cranbourne Road	Cranbourne	VIC	3977	#B42
Doveton Library	28 Autumn Place	Doveton	VIC	3177	#B98
Endeavour Hills Library	10 Raymond McMahon Blvd	Endeavour Hills	VIC	3802	#B117
Hampton Park Library	26 Stuart Ave	Hampton Park	VIC	3976	#B146
CCLC Head Office					



## Schedule 2 – Asset Register

[insert]