

CASEY-CARDINIA LIBRARY CORPORATION

BOARD MEETING

Wednesday 23 November 2016
5.00pm

City of Casey, VIBE
(Casey Works Centre, Vesper Drive, Narre Warren)

AGENDA

1. Present
2. Apologies
3. Election of Chairperson
4. Confirmation of the Minutes of The Casey-Cardinia Library Corporation Ordinary Board Meeting held on 24 August 2016.
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CC54/2016 COUNCIL BOARD APPOINTMENTS

Report prepared by Chris Buckingham

Purpose

To confirm Casey Cardinia Libraries Board members.

Discussion

Member Councils have reviewed and made changes to their Delegates for Casey Cardinia Libraries.

The City of Casey has made the following delegations:

- Cr. Damien Rosario
- Cr. Wayne Smith, BJ, JP
- Ms. Sally Curtain
- Ms. Colette McMahon-Hoskinson
- Cr. Susan Serey (alternate delegate)
- Mr. Andrew Davis (alternate delegate)

The Cardinia Shire Council has made the following delegations:

- Cr. Jodie Owen
- Ms. Jenny Scicluna
- Cr. Ray Brown (alternate delegate)

Acknowledge the contribution of past Board members:

- Cr. George Blenkhorn
- Cr. Collin Ross
- Ms. Sophia Petrov

Conclusion

The Board Representatives for CCL have been confirmed after the Council Elections held in October 2016.

RECOMMENDATIONS

That the Board:

- 1. Note the changes to the member Council representatives for Casey Cardinia Libraries Board; and**
- 2. Acknowledge the contribution of past Board members in writing.**

CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
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CC55/2016 MEETING SCHEDULE FOR 2017

Report prepared by Chris Buckingham

Purpose

To establish the meeting schedule for Casey Cardinia Libraries (CCL) Board meetings in 2017.

Discussion

Under the terms of the Regional Agreement the Board is required to meet at least 'once every three months'.

It is usual practice that the Board met six times; in February, April, June, August, October and November and that the meetings be convened on the fourth Wednesday of the month commencing at 5.30 pm. Meeting locations alternate between City of Casey offices and Cardinia Shire offices. This allows for the Corporation to meet the requirements of the Regional Agreement and the Local Government Act, and forward the Library Budget and associated documents to the member Councils by May 1st.

The board's feedback on the proposed dates is most welcome.

The following dates are proposed:

Date	Location	Agenda Items
Wednesday 22 February 2017	Cardinia Shire	Marketing and Communications Plan, ICT Road Map, Draft Library Plan
Wednesday 26 April 2017	City of Casey	Library Plan, Strategic Resources Plan, Annual Operating Budget, Purchasing Plan, Facilities Development Plan
Wednesday 28 June 2017	Cardinia Shire	Staff Training and Development Plan, Procurement Policy
Wednesday 23 August 2017	City of Casey	Year End Finance Report, Annual Report (including Financial Reports), Performance Review, Youth Services Plan
Wednesday 25 October 2017	Cardinia Shire	Meeting for the Annual Report,
Wednesday 22 November 2017	City of Casey	Facilities Development, Meeting Schedule 2017, Budget Review and 4 year Draft Estimate Budget

Conclusion

Once adopted, this schedule of meetings for CCL will be forwarded to member Councils for diary management purposes.

RECOMMENDATIONS

That the schedule of meeting dates and times for 2017 be agreed and then forwarded to the member Councils.

CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
Wednesday 23 November, 2016

CC56/2016 FINANCE

Report prepared by Pam Vickers and Chris Buckingham

Purpose

To inform the Board of CCL's financial position for the month ended October 31, 2016.

Discussion

Income: - Additional income has come from meeting room hire, photocopying/printing, and the trade in from the self-serve kiosk. CCL received funding from PLVN to run a series of Tech Savvy seminars. The Cranbourne Friends have made donations supporting CCL's 20th Birthday celebrations.

General operating income is in line with budget, income from investment is slightly down from the budget estimates.

Expenditure: - The under expenditure in the Salaries and Overheads represents some saving since the official retirement dates of the Customer Service Manager and the Lending Services Coordinator. The vacancies have been filled temporarily with acting incumbents and partial back filling of positions. There is an over expenditure in consultancy fees, this represents payment for the CEO secondment to the City of Casey, recruitment and consultancy for the CEO. There will be additional costs charges to consultancy fees for the rebranding project and website redevelopment and the annual customer survey.

Capital Expenditure: - Library Materials is under spent as the Collection Team are reviewing the Collection Policy and the purchasing requirements in response to the communities changing needs and expectations. New self- serve kiosks have been installed at Cranbourne, Pakenham and Hampton Park.

Credit Card Expenditure: -

Credit Card Purchases			
Card Holder	Transaction Date	Detail	\$
Finance Manager			
Month July 2016	27/07/2016	Farewell gift Lending Service Coordinator	\$247.50
Month August 2016	1/06/2016	Training Exp CFC - Pakenham	\$15.00
	14-19/8/16	Accommodation - training Ballarat	\$636.00
	24/08/2016	Training Exp	\$232.00
Month September 2016	2/09/2016	Maintenance - hand tools	\$31.97
	9/09/2016	Magazine Subscription	\$387.50
Month October 2016	6/10/2016	Cupcake Desire - B'day celebrations	\$51.60
	9/10/2016	Accommodation - training Geelong	\$471.40
	20/10/2016	Survey Monkey subscription	\$234.84
	21/10/2016	Mobile phone screens and covers	\$307.00
Total			\$2,614.81

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Financial Position:-

Income Statement Month Ended October 31, 2016	Total Budget 2016-17	Budget October 2016	Act YTD October 2016	Variance	% Actual Vs Budget
Income					
Reserves	220,000				
Council Contributions	7,005,100	2,335,033	2,335,034	0	0.0%
State Government Grants	2,295,071	2,295,071	2,333,258	38,187	1.7%
CFC Cranbourne Grant	69,165	17,295	28,546	11,251	65.1%
CFC Pakenham Grant	73,170		36,585	36,585	
Overdue Fines	113,500	37,165	38,557		
Interest on Investments	105,000	36,360	34,471	-1,889	(5.2%)
Other income	145,550	49,439	99,711	50,273	101.7%
	9,806,556	4,770,363	4,906,163	84,135	1.8%
Expenditure					
Employee Costs (inc cfc staffing)	6,820,526	2,086,895	2,022,757	64,139	3.1%
CfC Cranbourne Expenditure	6,015	1,378	2,896	-1,518	(110.1%)
CfC Pakenham Expenditure	16,755	1,817	3,976	-2,159	(118.8%)
IT & Communications	683,000	189,546	132,589	56,958	30.0%
Library Materials	272,150	215,227	189,679	25,548	11.9%
Programs Promotions	57,000	18,900	18,844	56	0.3%
Administration	648,150	242,126	264,489	-22,363	(9.2%)
Deprecation	1,415,115				
Total Expenditure	9,918,711	2,755,889	2,635,230	120,660	4.4%
Net Gain(loss) disposal of plant & equipment	(\$9,905)				
Net result for the reporting period	(\$122,060)	\$2,014,474	\$2,270,933	(\$36,525)	(1.8%)

	Total Budget 2016-17	Budget October 2016	Act YTD October 2016	Variance	% Actual Vs Budget
Capital Expenditure					
Library Material	1,164,460	616,930	486,734	130,196	21.1%
Motor Vehicles	70,000				
Furniture & Equipment	225,000		96,724	-96,724	
	1,459,460	616,930	583,458	33,473	5.4%

CCL Bank Signatories:- All signatories and banking authorities have been updated and finalised.

Conclusion

The financial position of CCL at the end of October 2016 is satisfactory.

RECOMMENDATIONS

That the Finance Report be noted.

CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
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CC57/2016 DRAFT BUDGET FOR 2017-18 TO 20-2021

Report prepared by Pam Vickers and Chris Buckingham

Purpose

To present to the Board the CCL draft estimates for the operating budget for the 2017-2018 financial Year. The report also includes preliminary forecast figures for the years ending June 2019-2021.

Discussion

A detailed draft budget for the 2017-18 financial year will be prepared following consideration and comments from this initial draft and the strategic planning day on November 28th. A second draft will be presented to the Board in February and the final version and be presented to the Board for adoption in April 2017.

The draft budget uses the following estimates as a basis for the budget calculations for 2017-18:

Population increases	+2.99%
Employees costs	+2.5%
Loans	+2.0%
Loans per staff member	35,067
State Government funding	+2.5%
Member Council funding	+2.1%

The following table details State and Municipal funding comparisons:

Cost of Library Service per capita	<u>Total</u>	<u>State</u>	<u>Municipal</u>
State average 2015-16 (PLVN Annual Survey)	\$40.51	\$6.85	\$32.65
CCL 2015-16(PLVN Annual Survey)	\$24.86	\$5.99	\$17.84
CCL Budget 2016-17	\$25.95	\$6.09	\$18.29
CCL Draft est. 2017-18	\$26.04	\$6.20	\$18.13
Member Council core contributions per capita	<u>Total</u>	<u>Casey</u>	<u>Cardinia</u>
Council contributions Budget 2016-17	\$18.29	\$17.72	\$20.09
Council contributions Draft est. 2017-18	\$18.13	\$17.49	\$20.19

The draft budget 2017 – 18 proposes the following member Council core contributions:

- The estimated core contribution for the two Councils is **\$7,152,207** representing **2.1%** increase.
- The City of Casey core contribution is \$5,280,895 which equates to \$17.49 per capita. This is a decrease of 1.28% per capita on the previous year's total contribution. The contribution increase is 1.96% using the Regional Library Agreement allocation formula. Additional funding for first 12 months operation of Bunjil Place is \$517,150 Total funding from the City of Casey is \$5,798,145.
- Cardinia Shire's core contribution is \$1,871,312 which equates to \$20.19 per capita. This is an increase of 0.5% per capita on the previous year's contribution. The contribution increase is 2.49% using the Regional Library Agreement allocation formula.

Proposed New Initiatives

The proposed budget includes implementation of a new organisational structure, increased opportunities for marketing and publicity, rollout of new branding and website, review of core services and community engagement for example outreach and home library services.

The CCL collection strategy is being reviewed to reflect the community's expectations. The CCL collection budget for 2017-18 is \$1,496,355 representing \$3.79 per capita which is below the minimum of \$3.90 in the Regional Library Agreement. The estimated Casey – Cardinia population of 394,550 is a conservative estimate allowing for usual adjustments made following a national census.

New Services and Funding

Bunjil Place Library is expected to open October 2017. The new library will see an increase in the public floor area from approximately 900sqmt to 2,000sqmt. It will be across three levels and include additional meeting rooms, new equipment and facilities. It is anticipated that patronage may double. In 2015-16, 730,589 people visited the Narre Warren Library. The new library could easily see 1.5million people walking through the doors within the first 12 months of operation.

In planning for Bunjil Place, CCL has reviewed its asset management schedule. Equipment replacement will be aligned with the opening of the new facility.

There will be additional operating costs associated with the new library. CCL has assessed the staffing requirements based on the proposed new opening hours:

Monday to Friday	9.00am to 9.00pm
Saturday	9.00am to 5.00pm
Sunday	10.00am to 5.00pm.

Currently there is 13.34 FTE staff at Narre Warren library. The staffing level required to operate Bunjil Place will be 18.66 FTE. This increase in FTE staff will require an increase in the staffing budget of \$467,150. A contingency for unanticipated increase in operational costs has been set at \$50,000.

Tables below include the contribution detail, Profit and Loss and Capital Expenditure. The attachment is a summary for the PLVN Annual Survey.

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Estimated Member Council Contributions 2016-17

Summary:	Total	Casey	Cardinia
Population (Est Nov 2016)	394,550	301,868	92,682
		76.5%	23.5%
Usage: Nov 2015- Oct 2016	2,415,190	1,709,034	706,156
		70.8%	29.2%
Avg %		73.6%	26.4%
Income			
Income from Operations	673,220	458,725	214,495
Total State Funding	2,447,789	1,802,450	645,339
Council General Funding	7,152,207	5,280,895	1,871,312
New Works Bunjil Place	517,150	517,150	0
Est Operating Income 2016-17	10,790,366	8,059,220	2,731,146
Expenditure			
Core Operating Expenditure	8,744,621	6,416,470	2,328,151
New Works Bunjil Place	517,150	517,150	0
Capital Expenditure	1,528,595	1,125,600	402,995
	10,790,366	8,059,220	2,731,146
Core Council Contribution	7,152,207	5,280,895	1,871,312
New Works Bunjil Place	517,150	517,150	0
	7,669,357	5,798,045	1,871,312
Council Cont 2015-16	7,005,100	5,179,175	1,825,925
Est Council Cont 2016-17	7,152,207	5,280,895	1,871,312
Council Contribution	2.10%	1.96%	2.49%
Total cost for the Corporation per capita	\$27.35	\$26.70	\$29.47
State Contribution per capita	\$6.20	\$5.97	\$6.96
Draft Budget 2017-18 -Core Council contribution	\$18.13	\$17.49	\$20.19
Budget 2016-17 Core Council contribution	\$18.29	\$17.72	\$20.09
	-0.89%	-1.28%	0.50%

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The following table shows financial estimates for the following four years ended June 2018 to 2021.

Budget for the Year ending June 30, 2017-2021

	Total Budget 2016-17	Forecast Est 2017-18	Forecast Est 2018-19	Forecast Est 2019-20	Forecast Est 2020-21
Revenue					
Surplus/Reserve Brought Forward	220,000	200,000	220,000	200,000	200,000
Council Contributions	7,005,100	7,152,207	7,302,403	7,455,754	7,612,325
Bunjil Place		517,150	530,079	543,331	556,914
State Government Grants	2,295,071	2,447,789	2,508,704	2,571,309	2,635,475
CFC Grant Funding	142,335	153,170			
Proceeds Sale of Assets	38,000	17,000	35,000	35,000	35,001
Interest on Investments	105,000	90,000	91,620	93,270	94,950
Other income	259,050	264,600	267,200	269,840	272,506
	9,844,556	10,641,917	10,735,006	10,968,503	11,207,171
Total Revenue	10,064,556	10,841,917	10,955,006	11,168,503	11,407,171
Expenditure					
Employee Costs	6,820,526	7,044,725	7,168,198	7,426,007	7,693,090
Bunjil Place		517,150	530,079	543,331	556,914
CFC Expenditure	22,770	27,785			
IT & Communications	683,000	701,020	728,625	757,330	787,170
Library Materials	272,150	273,760	279,240	284,830	290,535
Promotions & Marketing	57,000	89,780	92,115	94,515	96,975
Administration	648,150	607,551	627,435	645,980	665,110
Total Expenditure	8,503,596	9,261,771	9,425,691	9,751,993	10,089,794
Net result for the reporting period	1,340,960	1,380,146	1,309,315	1,216,511	1,117,377
Capital Expenditure					
Capital Replacement Reserve	150,000	200,000	125,000	100,000	100,001
Library Material	1,164,460	1,222,595	1,247,035	1,271,975	1,297,410
Motor Vehicles	70,000	36,000	80,000	40,000	70,000
Furniture & Equipment	75,000	70,000	65,000	55,000	65,001
	1,459,460	1,528,595	1,517,035	1,466,975	1,532,412

Note: The Budget Planning Workshop with the Library Board at the October meeting was cancelled due to the timing of the Council elections. Additional input from the Board members is welcome as part of the Strategic Planning process.

RECOMMENDATIONS

That the Board endorse the draft 4 year budget 2017-18 to 2020-21 for forwarding to the member Councils for consideration as part of their budget process.



Casey-Cardinia LC

(from PLVN's Annual Survey of Victorian Public Libraries, 2013-14 to 2015-16)

Indicator	Casey-Cardinia LC	Rank (of 47 public libraries)		
	2015-16	2015-16	2014-15	2013-14
1. Service setting				
Population	383,095	3	3	3
Area serviced (sq. km)	1,691	21	21	21
Static branches	7	12	12	12
2. Opening hours				
Total opening hours per week	382	6	6	7
Average opening hours per branch	55	13	12	13
3. Library membership				
Active members	42,978	6	3	3
Active members as % of population	11%	45	32	35
4. Library visits				
Library visits	1,229,021	7	4	4
Library visits per capita	3.2	44	38	39
Library visits per active member	28.6	28	34	29
Library visits per \$000 expenditure	134	15	6	10
Library visits per staff EFT	15,787	26	13	18
Library visits per opening hour per week	62	10	7	8
5. Collections				
Total number of physical items	367,404	5	5	5
% of physical items purchased in last 5 years	69%	19	21	17
Turnover rate – physical items	6.9	7	8	7
Total number of ebooks	10,183	17	21	16
Total number of ebook downloads	124,847	6	8	12
Turnover rate – digital items	12.3	2	5	9
6. Loans				
Loans of physical items	2,537,126	5	4	4
Loans (physical items) per capita	6.6	25	25	22
Loans (physical items) per active member	59	2	21	12
Loans (physical items) per \$000 expenditure	276	1	1	1
Loans (physical items) per staff EFT	32,590	5	4	4
7. Library programs				
Number of program attendees	68,868	9	7	6
Program attendees per '000 population	180	40	41	34
8. Computers and Wifi				
Public access computers	189	5	5	4
PCs per '000 population	0.49	33	29	27
Computer bookings (annual)	133,860	8	8	6
Computer bookings per active member	3.1	25	34	24
Wifi sessions (annual)	221,202	5	9	10
Wifi sessions per active member	5.1	6	19	24



Indicator	Casey-Cardinia LC	Rank (of 47 public libraries)		
	2015-16	2015-16	2014-15	2013-14
9. Income				
Operating income from Council	\$6,833,530	7	7	7
Operating income from Council per capita	\$17.84	45	45	41
Operating income from State Govt per capita	\$5.99	43	39	37
Other income per capita (incl. user charges)	\$1.03	31	32	26
Council income as % of total income	71%	42	38	32
Cost of library service per capita * (based on income)	\$24.86	2	1	5
10. Library expenditure				
Total operating expenditure	\$8,997,138	6	6	6
Operating expenditure per capita *	\$23.49	2	1	2
Cost per opening hour * (LG income)	\$344.02	27	29	34
Cost per visit * (LG income)	\$5.56	13	7	18
Cost per loan * (LG income)	\$2.69	2	2	4
Collections expenditure	\$1,093,228	10	7	8
Collections expenditure per capita #	\$2.85	45	45	42
Collections expenditure as % of total expenditure	12%	36	24	21
Staff expenditure	\$6,433,899	7	6	5
Staff expenditure per capita #	\$16.79	43	43	42
Staff expenditure as % of total expenditure	72%	16	11	15
11. Staffing				
Total staff EFT	77.9	4	3	3
Staff EFT per '000 population #	0.20	45	44	42
12. Customer satisfaction				
Customer satisfaction rating	8.59	17	17	19

* All indicators are ranked from the highest value to the lowest value, except for some cost indicators where the lowest value is ranked No. 1 (marked *).

Ranking of some other indicators is contestable as, for example, very high or very low levels of staff expenditure per capita and staff EFT per capita may represent over- or under-servicing of the municipal/ regional population. In these cases an average or mid-range figure might be seen as a desirable outcome. For presentation purposes the rankings for these indicators have the highest value ranked as No. 1 (marked #).

CC58/2016 BUILDINGS AND FACILITIES

Report prepared by Chris Buckingham and Pam Vickers

Purpose

To provide an update on the status of CCL buildings and facilities.

Discussion

Bunjil Place

The Bunjil Place Project will have far reaching implications for the way CCL operates in the future. In many respects it will act as a test bed for establishment of new libraries and refurbishment of existing services.

There has been good collaboration between CCL and City of Casey team. The open communication has been welcome. Latest advice is that Bunjil Place will open on time in October 2017. A Bunjil Place Relocation Working Group has been established, with participation from CCL and City of Casey. Regular meetings are being held to plan the logistics of the move.

CCL have been working through staffing models and other potential additional costs of operation. CCL is budgeting for an increase of approximately 5.3 FTE to cover the first 12 months of operation. Casey Cardinia Libraries will running an Expression of Interest process across the organization that will give staff the opportunity to part a part of the Bunjil Place Library team. The plan is to have the Bunjil Place Library team in place by the end of August 2017. Management will review staffing levels throughout the course of the first year of operation so that CCL is able to meet the anticipated increase in visitation and engagement.

The size of the collection at Narre Warren will be reduced from approximately 75,000 items to approximately 60,000 items. It is anticipated that the turnover of items will increase and the patterns of borrowing will change. Given the size of the current collection the move should deliver budget savings over the longer term, but CCL will keep a contingency for renewal of stock to meet increased and/ or changing demand.

CCL will take current ICT equipment across from Narre Warren Library, or install upgraded equipment. Upgraded equipment will be funded through CCLs' regular ICT replacement schedule. Some smaller additional ICT needs will be paid for by CCL, including extra desktop printers. Some equipment will be redistributed from the existing Narre Warren Library to other service locations.

Additional equipment required, due to the increased size, layout and capabilities of the new library, is being paid for by the City of Casey. This includes additional self-help kiosks, smart bins (for returns) and other RFID equipment, additional security gates and a staff photocopier. The City of Casey will also manage all Wi-Fi and security cameras for the whole complex (including the library) at their cost.

CCL continues to have concerns about some of the restrictions with layout including the size of the children's area, having only one elevator and access to secure parking for staff. However, CCL is working with best intent with Council staff to resolve issues.

The Local History Librarian, the Archive and the Local Family History Group will move from Narre Warren to Cranbourne Library.

Endeavour Hills Town Square and Community Precinct

The construction of the Town Square (Stage One) is complete. The opening celebration for the area was held on Saturday 10th September, festivities included storytime, balloons, coffee and cake. Stage One features some nice timber seating and a deck area with a brand new cafe. Users should be able to access the branch Wi-Fi out there and we plan to run some great activities in the space in the future.



Officer Precinct

Cardinia Shire Council has sought support from CCL for the development of a new library precinct in Siding Ave, Officer. The proposed location has much to offer with close proximity to local schools, Cardinia Shire offices and Officer Railway Station

Initial concept plans will be reviewed to take into account needs of surrounding community. There is strong likelihood that built infrastructure will accommodate other complementary community services.

Conversations with local stakeholders have been positive and a revised concept plan is being considered as part of preparations for a funding bid to State and Federal Governments within the next two years.

Headquarters/Administration Lease Agreement

The adopted signed and sealed Lease Agreement at the August 2016 Board meeting did not have a clause referencing termination of the agreement. Consequently there has been one substantive change: Inclusion of Termination Clause on page 23 (special clause no 2). The updated Lease Agreement is attached.

Considerations have been given to relocation scenarios for the location of Headquarters/Administration in the future. Options include relocation to Bunjil Place or to Cardinia Shire Offices in Officer.

Facilities Development Plan

The Corporation annually prepares a Facilities Development Plan outlining the branches building and maintenance requirements, minor capital works expenditure, likely building works and future building developments for the Councils to consider as part of their capital works plans. The full Facilities Development Plan will be provided to the Board at the February 2017 meeting in conjunction with the Draft Budget. Members of the Library Management Team are involved in a full review of the Plan and the inventory across the branches.

Living Libraries Funding Application

CCL is supporting Cardinia Shire Council's funding proposal for the Cardinia Mobile service through the State Government's Living Libraries Fund. In the process of reviewing the Facilities and Development Plan CCL has identified that the Cardinia Mobile service is due for refurbishment/ renewal.

Cardinia Mobile Library visits communities including: Cockatoo, Gembrook, Maryknoll, Bunyip, Garfield, Tynong, Upper Beaconsfield, Beaconsfield, Lang Lang and Koo Wee Rup. It is open for community use for more than 37 hours per week.

In 2015-2016 Cardinia Mobile Library had 56,898 visits compared with the next busiest Victorian service which Hume Mobile Library with 33,762 visits. Our patronage has dipped slightly over the last 3 years. The current service has issues with accessibility, presentation, connectivity and space.

The State Government are providing \$1.50 for every \$1.00 from LGA through the Living Libraries fund. It is a highly contested program, but the business case is strong.

RECOMMENDATIONS

- 1. That the Buildings and Facilities Report be noted.**
- 2. That the updated Lease of the Regional Library Administration be signed and sealed by the Chairperson.**



Maddocks

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| **Date** / /2016

Lease

**Premises: Administration Building (part), Casey Indoor Leisure Complex, 65
Berwick-Cranbourne Road Cranbourne**

| **Casey City Council**

| and

| **Casey-Cardinia Library Corporation Inc.**

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Schedule

Item 1.	Council: (Clause 1)	Casey City Council of Magid Drive, Narre Warren 3805
Item 2.	Tenant: (Clause 1)	Casey-Cardinia Library Corporation Inc of 65 Berwick-Cranbourne Road, Cranbourne 3977
Item 3.	Guarantor: (Clause 1 & 24)	Not Applicable
Item 4.	Land: (Clause 1)	The land contained in Certificate of Title Volume 10868 Folio 799
Item 5.	Premises: (Clause 1)	The area of approximately 556 square metres shown as shaded green on the plan attached to this Lease as Annexure B being part of the Administration Building, Casey Indoor Leisure Complex, Berwick-Cranbourne Road, Cranbourne
Item 6.	Commencement Date: (Clause 1)	1 st October 2016 (Expires 30 September 2021)
Item 7.	Term: (Clause 1 & 8)	Five (5) years
Item 8.	Further Term(s): (Clause 1 & 4.3)	Nil
Item 9.	Last date for exercising the Option for the Further Term: (Clause 4.3.1)	Not Applicable
Item 10.	Rent : (Clause 1 & 5)	\$57,000 per annum plus GST
Item 11.	Market Rent Review Dates: (Clause 1 & 6)	Not Applicable
Item 12.	CPI Adjustment Dates: (Clause 1 & 7)	The rent is to be reviewed annually to CPI on the anniversary of the commencement date in accordance with Clause 7.
Item 13.	Percentage Rent Increase Dates: (Clause 1 & 8)	Not Applicable
Item 14.	Security Deposit: (Clause 1 & 11.1)	Nil
Item 15.	Permitted Use: (Clause 1 & 17.1)	For the purposes of a library and supporting administrative purposes.
Item 16.	Special Conditions: (Clause 1 & 25.5)	As set out in Annexure A

1. Definitions

In this Lease unless expressed or implied to the contrary:

Act means the *Retail Leases Act 2003* (Vic).

Commencement Date means the date specified in Item 6.

Council means the Council specified in Item 1 and includes the Council's successors and assigns and where it is consistent with the context includes the Council's employees and agents.

Council's Fixtures means all fittings, fixtures, and chattels contained in the Premises at the Commencement Date or installed by the Council during the Term.

CPI means the Consumer Price Index - All Groups Melbourne or if this index is not available or is discontinued or suspended, such other index that represents the rise in the cost of living in Melbourne, as the Council reasonably determines.

CPI Adjustment Date means the date(s) (if any) described in Item 12.

Current CPI means the CPI number for the quarter ending immediately prior to the CPI Adjustment Date.

Further Term means the further term(s) specified in Item 8.

Guarantor means the person(s) specified in Item 3.

Item means an item in the Lease Particulars.

Land means the land specified in Item 4.

Lease Particulars means the schedule of Items specified on the page at the front of this Lease.

Lettable Area(s) means the lettable area of the Land assessed for Rates and Taxes as determined by a surveyor engaged by the Council.

Market Rent Review Dates means the date(s) (if any) specified in Item 11.

Percentage Rent Increase Date means the date(s) specified in Item 13.

Permitted Use means the use specified in Item 15.

Premises means the premises specified in Item 5 and includes the Council's Fixtures.

Previous CPI means the CPI number for the quarter ending immediately prior to the last date that the Rent was reviewed, adjusted or increased, or the Commencement Date (whichever is the later);

Rates and Taxes means the rates, taxes, charges and levies specified in clause 9.1.

Rent means the amount specified in Item 10 as reviewed, adjusted or increased under this Lease.

Security Deposit means the amount specified in Item 14.

Small Business Commissioner means the Small Business Commissioner referred to in the Act.

Special Conditions means the conditions referred to in Item 16.

Tenant means the Tenant specified in Item 2 and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, contractors, agents, invitees and persons the Tenant allows in the Premises.

Tenant's Property means all property in the Premises including all fixtures and fittings owned or leased by the Tenant but excluding the Council's Fixtures.

Term means the term specified in Item 7 and includes any period of overholding.

Valuer means the valuer appointed pursuant to clause 6.3 of this Lease.

2. Condition Precedent

Where applicable, the grant of this Lease is subject to the Council giving notice of its intention to grant this Lease and resolving to grant this Lease pursuant to the requirements of the *Local Government Act 1989* (Vic)

3. Negotiation and Disclosure Requirements

3.1 Negotiation for Lease

If the Act applies to this Lease, the Tenant acknowledges receiving from the Council:

3.1.1 a copy of the proposed lease; and

3.1.2 a copy of the information brochure about retail leases published by the Small Business Commissioner,

as soon as the Tenant entered into negotiations with the Council, or its agent in respect of this Lease.

3.2 Disclosure Statement

If the Act applies to this Lease, the Tenant acknowledges having received from the Council:

3.2.1 a disclosure statement (in the form prescribed by the Act); and

3.2.2 a copy of the proposed lease,

at least 7 days prior to the Tenant entering into this Lease.

4. Duration of the Lease

4.1 Term

This Lease is for the Term starting on the Commencement Date.

4.2 Lease Less than 5 Years

If the Act applies to this Lease, and this Lease is for a term less than 5 years (including any further term) for the purposes of section 21 of the Act, the Tenant must:

- 4.2.1 request the Small Business Commissioner to give the certification specified in section 21(5) of the Act within 7 days of the Commencement Date;
- 4.2.2 give to the Council the written certification within 7 days of receipt; and
- 4.2.3 give to the Council a written notice waiving the application of section 21 of the Act to this Lease at the same time as providing the certificate to the Council.

4.3 Option for a Further Term

The Council will grant to the Tenant a new lease for the Further Term if the Tenant:

- 4.3.1 gives the Council written notice asking for a new lease, not earlier than 6 months or later than 3 months, before the end of the Term (the last date for exercising the option for the Further Term is specified in Item 9);
- 4.3.2 has remedied any breach of this Lease of which the Tenant has received written notice from the Council;
- 4.3.3 has not persistently defaulted under this Lease and the Council has given written notice of the defaults; and
- 4.3.4 complies with all reasonable requirements of the Council including where the Tenant is a corporation, procuring such directors or shareholders of the Tenant as may be reasonably required by the Council to execute the guarantee contained in this Lease.

The new lease for the Further Term will commence on the day after this Lease ends and contain the same terms and conditions as this Lease but with no option for a further term where the last option for the Further Term has been exercised. The Rent or the method to be used to review, adjust or increase the Rent during the Further Term is specified in clauses 6, 7 and 8.

4.4 Execution of New Lease for Further Term

The Tenant and the Guarantor (where applicable) must:

- 4.4.1 execute the new lease for the Further Term; and
- and return the above to the Council within 14 days of receipt from the Council.

4.5 Overholding

If the Tenant continues in occupation of the Premises after the end of the Term, without objection by the Council:

- 4.5.1 the Tenant occupies the Premises subject to the same terms and conditions as contained in this Lease;
- 4.5.2 the Council or the Tenant may end this Lease during any period of overholding by giving 30 days written notice to the other party expiring at any time; and

- 4.5.3 the Council may increase the monthly rent by giving the Tenant one months written notice.

5. Payment of Rent

The Tenant must:

- 5.1 pay the Rent to the Council by equal calendar monthly instalments in advance (and pro-rata for any period less than one month) commencing on the Commencement Date and on the following first day of each month; and
- 5.2 pay the Rent in the manner specified by the Council from time to time.

6. Market Rent Review

6.1 Notice by Council

If a Market Rent Review Date is specified in Item 11, the Council may give a notice to the Tenant of the Council's assessment of the market rent for the Premises to apply from the Market Rent Review Date. If the Council does not give a notice to the Tenant specifying the market rent, the Tenant must continue to pay the Rent payable immediately prior to the Market Rent Review Date.

6.2 Tenant's Objection

The market rent nominated by the Council in the notice to the Tenant will be the Rent which the Tenant must pay from the Market Rent Review Date, unless the Tenant gives a written notice to the Council within 14 days of receipt of the notice from the Council (time is of the essence) objecting to the market rent specified in the notice from the Council. If the Tenant does not give the Council the written notice, the Tenant is deemed to have agreed to the market rent nominated by the Council.

6.3 Appointing Valuer

If the Tenant objects to the market rent specified by the Council within the time and manner specified in the preceding sub-clause, then the Rent must be determined by a valuer, who is appointed by the parties jointly and where the parties cannot agree on a valuer within 14 days of the Council receiving the Tenant's notice objecting to the rent, either party may request:

- 6.3.1 the President of the Australian Property Institute (Victorian Division) or its successor body, to appoint a valuer; or
- 6.3.2 where the Act applies to this Lease, the Small Business Commissioner to appoint a specialist retail valuer pursuant to section 37 of the Act.

6.4 Determination by Valuer

The Council and the Tenant must instruct the Valuer to:

- 6.4.1 determine a market rent for the Premises to apply on and from the Market Rent Review Date;

- 6.4.2 not reduce the market rent on account of any rent incentive (including a rent free period) payable to the Tenant or tenants of comparable premises except this sub-clause 6.4.2 will not apply where the Act applies to this Lease;
- 6.4.3 determine a market rent which is not less than the rent payable immediately prior to the Market Rent Review Date, except this sub-clause 6.4.3 will not apply where the Act applies to this Lease;
- 6.4.4 act as an expert and not an arbitrator (the Valuer's decision is binding on the Council and the Tenant); and
- 6.4.5 have regard to the matters set out in section 37(2) of the Act, where the Act applies to this Lease.

The Council and the Tenant must share the costs of the Valuer equally.

6.5 Payment of Rent Pending Valuation

Where the Tenant objects to the Council's assessment of the Rent, until the Rent is agreed, or has been determined by the Valuer, the Tenant must continue to pay to the Council the Rent payable immediately prior to the Market Rent Review Date. On the next due date for the payment of the Rent following the Council and the Tenant agreeing on the Rent, or the Valuer determining of the Rent pursuant to the preceding sub-clause, the Council and the Tenant must make any necessary adjustments.

6.6 Appointing New Valuer

If the Valuer does not make a determination within 45 days of appointment, resigns or otherwise becomes unable to make the determination, an alternative valuer may be appointed pursuant to clause 6.3.

7. CPI Adjustment of Rent

7.1 Calculation of Adjustment

If a CPI Adjustment Date is specified in Item 12, the Rent on the CPI Adjustment Date will be adjusted to an amount equal to the Rent payable immediately prior to the CPI Adjustment Date multiplied by the Current CPI and divided by the Previous CPI.

7.2 Payment of Adjusted Rent

On the next due date for the payment of the Rent, after the Tenant receives notice of the adjusted Rent from the Council, the Council and the Tenant must make any necessary adjustment to apply on and from the CPI Adjustment Date.

8. Percentage Rent Increase

8.1 Calculation of Adjustments

If a Percentage Rent Increase Date is specified in Item 13, the Rent on the Percentage Rent Increase Date is increased by the percentage specified in Item 13.

8.2 Payment of Increased Rent

The Tenant must pay to the Council the increased Rent, on and from the Percentage Rent Increase Date regardless of whether the Council has given a notice specifying the increased Rent or not.

9. Outgoings

9.1 Rates and Taxes

The Tenant must pay to the Council, or the relevant authority:

- 9.1.1 local government rates and charges;
- 9.1.2 water rates and charges, including water usage charges;
- 9.1.3 sewerage and drainage rates and charges;
- 9.1.4 land tax (assessed on a single holding basis) except this cost is excluded where the Act applies to this Lease; and
- 9.1.5 all other rates, taxes, charges and levies assessed in connection with the Premises.

9.2 Proportion of Rates and Taxes

If any Rates and Taxes are not separately assessed in connection with the Premises, the Tenant must pay to the Council within 14 days of demand the proportion of the Rates and Taxes that the area of the Premises bears to the total Lettable Area assessed.

9.3 Receipt for Payment

The Tenant must provide to the Council receipts for any Rates and Taxes paid by the Tenant within 7 days of request by the Council.

10. Other Expenses

10.1 Services

The Tenant must, within 14 days of demand:

- 10.1.1 pay for all services in connection with the Premises, including electricity, gas, water, garbage collection and telephone services; and
- 10.1.2 where the Premises are not separately metered, pay for the cost of installing separate meters to assess the charges for the services.

10.2 Costs and Duty

The Tenant must pay to the Council within 14 days of demand:

- 10.2.1 the stamp duty payable on this Lease (including penalties and fees);

- 10.2.2 the Council's reasonable costs in considering the granting of any consent or approval under this Lease (regardless of whether the Council actually gives such consent or approval);
- 10.2.3 the cost of obtaining the Council's mortgagee's consent to this Lease (if required) except this amount is not recoverable where the Act applies to this Lease;
- 10.2.4 the Council's architects or contractor's fees payable pursuant to clause 14.3.4; and
- 10.2.5 the Council's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Tenant.

11. GST

11.1 Definitions

In this clause:

- 11.1.1 words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 11.1.2 GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999*.

11.2 GST Exclusive

Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

11.3 Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Agreement (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

11.4 Payment of GST

Subject to clause 11.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

11.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 11.4.

11.6 Reimbursements

If this Agreement requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- 11.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- 11.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

11.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Agreement:

- 11.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and
- 11.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

12. Security Deposit

12.1 Delivery of Security Deposit

The Tenant must:

- 12.1.1 pay to the Council the Security Deposit by way of bank cheque together with the Tenant's tax file number on or before the Commencement Date;
- 12.1.2 if the Council requires, deliver to the Council a bank guarantee for an amount equal to the Security Deposit (the bank guarantee must be on terms acceptable to the Council acting reasonably) on or before the Commencement Date; and
- 12.1.3 pay any additional amount towards the Security Deposit within 14 days of demand to maintain the Security Deposit at the required level.

12.2 Council's Right to Use Security Deposit

The Council may use any amount of the Security Deposit (including calling up payment of the bank guarantee) if the Tenant does not comply with any of its obligations under this Lease.

12.3 Tenant to Replace Security Deposit

The Tenant must, within 14 days of demand, replace any amount of the Security Deposit used by the Council (including providing a replacement or additional bank guarantee).

12.4 Return of Security Deposit

The Council must, if the Tenant has complied with all of its obligations under this Lease, return to the Tenant the Security Deposit within 60 days of the end of this Lease.

12.5 Sale of the Premises

The Tenant must provide the Security Deposit to any future owner of the Premises.

13. Payment Requirements

13.1 No Deduction or Right of Set-off

The Tenant must pay all amounts due under this Lease to the Council (including the Rent and Rates and Taxes without deduction or right of set-off).

13.2 Interest on Late Payments

The Tenant must pay to the Council on demand interest at the rate per annum equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) on any money payable by the Tenant under this Lease and remaining unpaid after the due date. Interest will be computed from the date on which such payment became due.

13.3 Payment after Termination

The Tenant must:

- 13.3.1 make all payments due under this Lease; and
- 13.3.2 provide all information to the Council under this Lease to calculate any such payments, even if this Lease has ended.

13.4 Method of payment

The Tenant must make all payments under this Lease in such manner as the Council reasonably requires, which may include by direct debit.

14. Repairs, Refurbishment and Alterations

14.1 Repairs and Maintenance

The Tenant must:

- 14.1.1 keep the Premises and the Tenant's Property clean and free from rubbish, store all rubbish in proper containers and have it regularly removed;
- 14.1.2 keep the Premises in the same condition as it was in at the date the Tenant first entered occupation of the Premises (fair wear and tear excepted) including repairing or replacing anything in the Premises (including all furnishings and floor coverings) which are damaged, worn or destroyed with items of at least the same quality;
- 14.1.3 paint and where appropriate paper, any parts of the Premises previously painted or papered whenever reasonably required by the Council;
- 14.1.4 maintain in working order all plumbing, drains, pipes and sewers exclusively servicing the Premises;
- 14.1.5 pay the costs (if any) for the removal of waste and sewerage from the Premises;
- 14.1.6 maintain any gardens in the Premises in good condition well watered and free of weeds;
- 14.1.7 treat in a proper and professional manner (including polishing or varnishing as appropriate) all surfaces of the Premises (including wood, tile and metal surfaces) with the appropriate materials approved by the Council when reasonably required by the Council;
- 14.1.8 repair all defective lights, fluorescent tubes, windows, doors and locks in or exclusively servicing the Premises;
- 14.1.9 make good any damage caused to any adjacent property by the Tenant;

- 14.1.10 take all reasonable measures to ensure that any fair wear and tear to the Premises does not cause any loss or damage to the Premises, the Building, or any person; and
- 14.1.11 give the Council prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person in the Premises.

14.2 Equipment in Premises

The Tenant must:

- 14.2.1 repair and maintain the Council's Fixtures including airconditioning and heating equipment exclusively serving the Premises (but excluding expenses of a capital nature) in accordance with the Council's reasonable requirements; and
- 14.2.2 comply with the Council's reasonable requirements concerning the use of the Council's Fixtures, including air-conditioning and heating equipment.

14.3 Alterations to Premises

The Tenant must not carry out any alterations or works to the Premises, to any services to the Premises or to the Tenant's Property without the prior written consent of Council. The Tenant acknowledges and agrees that such consent may be given or withheld at Council's absolute discretion. If such consent is given the Tenant must ensure the works or alterations are carried out:

- 14.3.1 strictly in accordance with plans and specifications approved by the Council;
- 14.3.2 by qualified tradespersons approved by the Council;
- 14.3.3 to the Council's reasonable satisfaction and in accordance with the Council's reasonable requirements (including the Council's requirements as to the standard, type, quality, size and colour of any of the Tenant's Property);
- 14.3.4 under the supervision of the Council's architect or consultant (the cost of which must be paid by the Tenant to the Council within 14 days of demand); and
- 14.3.5 in accordance with all rules and requirements of any authorities having jurisdiction over the Premises.

The Tenant is not required to seek the Council's consent to making any alterations to the display of the Tenant's merchandise in the Premises.

14.4 Not Interfere with Services

The Tenant must not interfere, misuse or overload any services to the Premises, including electricity, gas and water.

14.5 Defacing Premises

The Tenant must not deface or damage the Premises (including drilling holes in the Premises) except where approved by the Council in accordance with clause 14.2.

14.6 Failure to Repair and Maintain

If the Tenant does not carry out any repairs, maintenance or other works required under this Lease within 14 days of receiving written notice from the Council, the Council may enter the Premises to carry out such repairs, maintenance and works at any reasonable time after

giving the Tenant reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Tenant to the Council on demand.

14.7 Repairs to Council's Fixtures

The Tenant must reimburse the Council for the cost of any repairs to the Council's Fixtures within 14 days of demand except to the extent that such costs are not recoverable under the Act, where the Act applies to this Lease.

15. Insurance

15.1 Public Liability and Glass Insurance

15.1.1 The Tenant must at all times during the Term maintain a current Public Liability Policy of insurance ("The Public Liability Policy") in respect of the Permitted Use in the name of the Tenant providing coverage for a minimum sum of \$20 million (or more if reasonable required by Council from time to time).

15.1.2 The Public Liability Policy must cover such risks and be subject only to such conditions and exclusions as are approved by the Council and must extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence or default of the Tenant.

15.1.3 The Tenant must at all times during the Term, maintain a current policy of insurance in respect of any windows and any other glass in the Premises for the full replacement value.

15.2 Tenant's Property

The Tenant must insure the Tenant's Property for loss and damage from risks including fire and water damage for its full replacement value.

15.3 Payment and Production of Policies

The Tenant must pay all insurance premiums on or before the due date for payment and produce to the Council copies of the certificate of currency on or before each anniversary of the Commencement Date.

15.4 Not Invalidate Policies

The Tenant must:

15.4.1 not do anything which may make any insurance effected by the Council or the Tenant invalid, capable by being cancelled or rendered ineffective, or which may increase any insurance premium effected by the Council; and

15.4.2 pay any increase in the insurance premium caused by the Tenant's act, default or use of the Premises.

15.5 Reimburse Building Insurance

The Tenant must pay to the Council within 14 days of demand, the cost of any insurance premium to insure the Premises against damage or destruction.

15.6 Requirements by Insurer

The Tenant must comply with all reasonable requirements of the Council's insurer in connection with the Premises.

16. Release, Indemnity, Compensation and Liability

16.1 Release

The Tenant uses and occupies the Premises at its own risk and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Council's negligence.

16.2 Council's Indemnity

The Tenant agrees to indemnify and to keep indemnified, the Council, its employees and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Tenant's performance or purported performance of its obligations under this Lease and be directly related to the default, negligent act, error or omission of the Tenant.

The Tenant's liability to indemnify the Council shall be reduced proportionally to the extent that any negligent act or omission of the Council, its employees or agents, contributed to the loss or liability.

16.3 No Compensation

The Council is not liable to the Tenant for any loss or damage incurred by the Tenant due to:

- 16.3.1 any damage to the Premises;
- 16.3.2 the failure of the Council's Fixtures or any plant and equipment (including air conditioning and escalators) to operate properly;
- 16.3.3 the interruption or damage to any services (including electricity, gas or water) to the Premises; and
- 16.3.4 the overflow or leakage of water in the Premises,

except to the extent to which the Council is liable where the Act applies.

16.4 No Liability

The Tenant acknowledges and agrees that the Council will not be liable to the Tenant under this Lease (including but not limited to a breach of the covenant of quiet enjoyment or a derogation of the grant of this Lease) for any acts or omissions of the Council undertaken in any capacity including (but not limited to) in exercising any powers under the *Local Government Act 1989* (Vic) or the *Planning and Environment Act 1987* (Vic) except nothing in this clause releases Council from any obligations it owes to the Tenant under this Lease in its capacity as the owner of the Premises.

17. Permitted Use and Hours

17.1 Permitted Use

The Tenant must use the Premises for the Permitted Use and not use the Premises for any other purpose.

17.2 No Warranty

The Tenant:

17.2.1 acknowledges that the Council does not represent that the Premises are suitable for the Permitted Use; and

17.2.2 must make its own enquiries as to the suitability of the Premises for the Permitted Use.

17.3 Illegal Purpose

The Tenant must not use the Premises for any illegal purpose or carry on an noxious or offensive activity on the Premises.

18. Other Obligations concerning the Premises

18.1 Compliance with Laws

The Tenant must comply with all laws and any requirements of any authority in connection with the Premises (including any obligations that may be imposed upon Council as the owner of the Premises) and the Tenant's use and occupation of the Premises, except the Tenant will not be required to carry out any structural works unless the need for such works arises from:

18.1.1 the negligent act or omission of the Tenant;

18.1.2 the failure by the Tenant to comply with its obligations under this Lease; or

18.1.3 the Tenant's use of the Premises.

18.2 Licences and Permits

The Tenant must maintain all licences and permits required for the Tenant's use of the Premises and obtain the prior written consent of the Council before varying any licence or permit or applying for any new licence or permit.

18.3 Nuisance

The Tenant must not do anything in connection with the Premises which may:

18.3.1 cause a nuisance or interfere with any other person; or

18.3.2 be dangerous or offensive in the Council's reasonable opinion.

18.4 Security

The Tenant must keep the Premises secure at all times when the Premises are not being used by the Tenant.

18.5 Signs

The Tenant must seek the prior written consent of the Council before displaying or affixing any signs, advertisements or notices to any part of the Premises where such signs, advertisements or notices are visible from outside the Premises.

18.6 No Vending Machines

The Tenant must not permit any vending or amusement machines in the Premises.

18.7 No Auctions

The Tenant must not conduct any auctions or fire sales in the Premises.

18.8 No Smoking

The Tenant must:

18.8.1 not permit a person to smoke inside the Premises;

18.8.2 not permit a person to smoke within 10 metres of the entrance to the Premises; and

18.8.3 display 'no smoking' signs in the Premises if requested by the Council.

18.9 Heavy Objects and Inflammable Substances

The Tenant must not:

18.9.1 store any inflammable or explosive substances in the Premises unless required for the Permitted Use; or

18.9.2 store any heavy objects in the Premises or anything likely to damage the Premises.

18.10 Television and Radio

The Tenant must not install any televisions, radios, music systems or other equipment in the Premises which can be heard outside the Premises without obtaining the prior written consent of the Council.

18.11 Endanger Premises

The Tenant must not do or permit anything to be done in connection with the Premises which in the opinion of the Council may endanger the Premises or be a risk to any person or property.

18.12 Tenant's Employees

The Tenant must use all reasonable endeavours to ensure that the Tenant's employees, agents, contractors and invitees observe and comply with the Tenant's obligations under this Lease, where appropriate.

19. Dealing with Interest in the Premises

19.1 No Parting with Possession

The Tenant must not give up possession of the Premises including assigning this Lease, sub-lease the Premises or granting to any person a licence or concession in respect of the Premises, subject to clause 19.2.

19.2 Conditions of Assignment

If the Act applies, the Council will not unreasonably withhold its consent to an assignment of this Lease if the Tenant:

- 19.2.1 has complied with clause 19.4 and the Council has not accepted the offer;
- 19.2.2 requests the Council in writing to consent to the assignment of the Lease to a new tenant;
- 19.2.3 has remedied any breach of this Lease of which the Tenant has received written notice from the Council;
- 19.2.4 provides to the Council the name and address of the new tenant and proves to the Council's reasonable satisfaction that the new tenant is solvent and able to comply with its obligations under this Lease by providing at least 2 references as to the financial circumstances of the new tenant and at least 2 references as to the business experience of the new tenant;
- 19.2.5 executes and procures the new tenant to execute an assignment of lease which must include a condition by which the Tenant releases the Council from any claims arising under or in connection with the Lease and otherwise in a form approved by the Council;
- 19.2.6 where the new tenant is a corporation, procures such directors or shareholders of the new tenant, as may be reasonably required by the Council, to execute the guarantee contained in this Lease;
- 19.2.7 pays the Council's reasonable costs in connection with approving the new tenant and the costs of the preparation, negotiation and stamping of any document required under this clause; and
- 19.2.8 where the Act applies to this Lease, provides the new tenant with a copy of the disclosure statement as required by section 61(3) of the Act.

19.3 No Assignment if Act to Apply

Despite anything to the contrary in this Lease, if the Act does not apply to this Lease and an assignment of this Lease would result in the Act applying to this Lease (either during the Term or as a result of the grant of a lease for the Further Term), the Council may withhold its consent to an assignment of this Lease.

19.4 Right of First Refusal

The Tenant must, prior to applying for the Council's consent for an assignment of this Lease, give written notice to the Council offering to assign this Lease to the Council, or its nominee on the same terms as the proposed assignment. The offer must remain open for acceptance by the Council for 14 days.

19.5 Change in Shareholding

If the Tenant is a corporation (other than a corporation listed on any stock exchange in Australia) a change in the control of the corporation as existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers) or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise, will be deemed to be an assignment of this Lease and the Tenant must seek the Council's prior written consent.

19.6 Mortgage of Lease

The Tenant must not create any security over this Lease or the Tenant's Property.

20. Tenant's Obligations at the end of this Lease

20.1 Tenant's Obligations

At the end of this Lease, the Tenant must:

- 20.1.1 vacate the Premises and give them back to the Council in a condition consistent with the Tenant having complied with its obligations under this Lease;
- 20.1.2 remove the Tenant's Property (including all signs and lettering) and reinstate the Premises in the condition the Premises were in prior to the installation of the Tenant's Property including making good any damage caused by the removal of the Tenant's Property; and
- 20.1.3 give to the Council all keys and other security devices for the purposes of obtaining access to the Premises.

20.2 Tenant's Property Left in Premises

Anything left in the Premises after 7 days of the end of this Lease will be deemed to be abandoned by the Tenant and will become the property of the Council and may be removed by the Council at the Tenant's cost and at the Tenant's risk.

21. Council's Rights and Obligations

21.1 Quiet Enjoyment

As long as the Tenant does not breach this Lease, the Council must not interfere with the Tenant's use and occupation of the Premises except as provided by this Lease.

21.2 Alterations to the Premises

The Council may carry out any works, alterations, renovation or refurbishment of the Premises which may include extending or reducing any buildings on the Premises.

21.3 Dealing with the Land

The Council may:

- 21.3.1 subdivide the Land or grant easements or other rights over the Land or the Premises except where it will unreasonably interfere with the Tenant's use and occupation of the Premises;

- 21.3.2 install, repair and replace pipes, cables and conduits in the Premises; and
- 21.3.3 use the roof and external walls of the Premises for any purposes the Council determines.

21.4 Entry by Council

The Council may enter the Premises at any reasonable time after giving the Tenant reasonable notice to:

- 21.4.1 inspect the condition of the Premises;
- 21.4.2 rectify any default by the Tenant under this Lease;
- 21.4.3 carry out any inspection, repairs, maintenance, works or alterations in the Premises which the Council decides to or is required to carry out by any law or authority.

The Council must use all reasonable endeavours to cause as little disruption as possible to the Tenant's use of the Premises in exercising the Council's rights under this clause.

21.5 Emergency Entry

The Council may enter and utilise the Premises at any time without giving notice to the Tenant as required in an emergency.

21.6 Reletting and Sale

The Council may:

- 21.6.1 affix a 'For Lease' sign on the Premises and show the Premises to intending tenants at any reasonable time upon reasonable notice to the Tenant during the 6 months prior to the end of the Term (except where the Tenant has validly exercised an option for a Further Term); and
- 21.6.2 affix a 'For Sale' sign on the Premises and show the Premises to intending purchasers of the Premises at any reasonable time upon reasonable notice to the Tenant during the Term.

Any sign erected by the Council must not unreasonably interfere with the Tenant's use and occupation of the Premises.

21.7 Council's Consent

Where the Council is required to give its consent under this Lease, the Council must not unreasonably withhold its consent but may give its consent subject to such conditions as the Council may reasonably determine.

22. Termination of Lease

22.1 Re-entry

The Council may re-enter the Premises and terminate this Lease if:

- 22.1.1 any part of the Rent is in arrears for 14 days (whether or not the Council has demanded payment); or

22.1.2 the Tenant breaches this Lease and does not remedy the breach within 14 days of receipt of written notice from the Council; or

22.2 Damages following Determination

If this Lease is terminated by the Council under clauses 22.1.1 or 22.1.2, the Tenant agrees to compensate the Council for any loss or damage the Council suffers arising in connection with the Tenant's breach of this Lease including the loss of the benefit of the Tenant performing its obligations under this Lease up to the expiration of the Term.

22.3 Essential Terms

The essential terms of this Lease are clauses 5, 9.1, 10.1, 10.2, 11, 12.1, 14.1, 14.2, 14.3, 15.1, 17.1, 18.1 and 19. The breach of an essential term is a repudiation of this Lease.

22.4 No Deemed Termination

If the Tenant vacates the Premises, the Council will not be deemed to have terminated this Lease merely by the acceptance of keys from the Tenant, entry into the Premises for any purpose, or the showing of the Premises to prospective tenants or purchasers. This Lease will be deemed to continue until such time as the Council gives notice to the Tenant terminating this Lease, or otherwise agrees with the Tenant that this Lease is terminated.

22.5 Insolvency Event

If:

22.5.1 the Tenant is insolvent or admits or is presumed to be so;

22.5.2 an application or order is made for the winding up or dissolution of the Tenant, or a resolution is passed or any steps are taken to pass a resolution for a winding up or dissolution of the Tenant;

22.5.3 an administrator, provisional liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of the Tenant, or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within fourteen days; or

22.5.4 the Tenant enters into, or takes any action to enter into, an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or an assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them,

then an act of insolvency has occurred, and the Landlord may then terminate this Lease at any time by giving the Tenant 14 days written notice.

23. Destruction or Damage of Premises

23.1 Reduction in Rent

If the Premises, or any part of the Premises is destroyed or damaged to the extent that the Tenant cannot use or have access to the Premises (except if the Tenant causes or contributes to the destruction or damage, or the Council's insurer is not legally required to reinstate the Premises because the Tenant caused or contributed to the destruction or damage) then the Council will reduce the Rent and the Outgoings by a reasonable amount depending upon the nature and extent of destruction or damage until the Tenant can use or have access to the Premises.

23.2 Reinstatement of Premises

If the Premises or any part of the Premises are destroyed or damaged, the Council may, within 6 months from the date of such damage or destruction, give notice to the Tenant:

- 23.2.1 terminating this Lease, where the Council considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 23.2.2 that the Council will commence reinstatement of the Premises to a condition where the Tenant can use or have access to the Premises.

The Council does not have to reinstate the Premises.

23.3 Tenant's Right of Termination

Where the Tenant has not caused or contributed to the damage or destruction of the Premises and the payment of the insurance for the Premises is not refused due to the act or default of the Tenant, the Tenant may give written notice to the Council terminating this Lease where the Council does not:

- 23.3.1 give notice to the Tenant pursuant to clause 23.2; or
- 23.3.2 commence reinstatement within 12 months of the date of damage or destruction.

Upon termination of this Lease, each party is released from all further obligations under this Lease except nothing in this clause releases either party from any breach of this Lease arising prior to the date of termination.

23.4 Dispute Resolution

If a dispute arises under this clause about the amount of the Rent or Outgoings payable by the Tenant, either party may ask the President of the Australian Property Institute (Victorian Division) to nominate a valuer to determine the dispute as an expert. The parties will be bound by the determination of the valuer and will share the fees of the valuer equally.

23.5 No Compensation

The Tenant acknowledges that if the Premises are destroyed or damaged, the Tenant is not entitled to receive any compensation from the Council, except this clause does not apply where the Act applies to this Lease.

24. Guarantor

24.1 Liability of Guarantor

In consideration of the Council granting this Lease to the Tenant at the Guarantor's request, the Guarantor:

- 24.1.1 guarantees that the Tenant will strictly observe and perform its obligations under this Lease including during any period of overholding or any Further Term;
- 24.1.2 must pay on demand to the Council money for any loss suffered by the Council due to the Tenant's breach of this Lease.
- 24.1.3 indemnifies the Council against all loss suffered by the Council as a result of the Council having entered into this Lease including as a result of a breach of this Lease by the Tenant or this Lease being unenforceable against the Tenant.

24.2 Extension of Liability

The Guarantor is liable even if:

- 24.2.1 the Council grants to the Tenant or a Guarantor any indulgence or extension of time;
- 24.2.2 this Lease is assigned, varied or ends for any reason whatsoever;
- 24.2.3 this Lease cannot be registered at the Land Titles Office;
- 24.2.4 any Guarantor does not sign this Lease; or
- 24.2.5 the Council decides not to sue the Tenant or any other Guarantor.

24.3 Not Enforce Claim Against Tenant

The Guarantor must:

- 24.3.1 not seek to recover any money from the Tenant until the Council has been paid all moneys owing from the Tenant under this Lease;
- 24.3.2 not prove in the bankruptcy or winding up of the Tenant unless the Council has been paid all moneys owing to the Council by the Tenant under this Lease; and
- 24.3.3 pay to the Council any money which the Council has been unable to retain as a preferential payment received from the Tenant.

24.4 Sale of Premises

If the Council sells the Premises the Council may assign the benefit of the Guarantor's obligations.

24.5 Security Deposit

If the Act applies to this Lease, the Council and the Tenant agree that if the Tenant wishes to provide a security deposit in lieu of the guarantee pursuant to this clause 24, it will be reasonable for the Council to require the security deposit to be an amount equal to the first year's Rent and the Tenant:

- 24.5.1 must increase the security deposit on each anniversary of the Commencement Date to equal the Rent payable for the next year; and
- 24.5.2 acknowledges that the payment of any security deposit pursuant to this clause 24.5 is in addition to the payment of the Security Deposit.

The payment of the Security deposit pursuant to this clause 24 will be governed by clause 11.1.

25. General

25.1 Notices

Any notice required to be served under this Lease must be in writing and must be served by post, facsimile transmission or hand delivered to:

- 25.1.1 the Tenant at its address set out in this Lease, the Tenant's registered office address, the Premises, or the last known address of the Tenant; and
- 25.1.2 the Council at its address set out in this Lease or any other address notified in writing to the Tenant by the Council.

25.2 Time of Service

A notice or other communication is deemed served:

- 25.2.1 if served personally or left at the person's address, upon service;
- 25.2.2 if posted, 2 business days after posted;
- 25.2.3 if served by facsimile transmission, subject to the next sub-clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile machine; and
- 25.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

25.3 Entire Understanding

This Lease and the Disclosure Statement (if any) contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Lease and have no effect.

25.4 Waiver

If the Council accepts the Rent or any other monies under this Lease (before or after the end of this Lease) or does not exercise or delays exercising any of the Council's rights under this Lease, it will not be a waiver of the breach of this Lease by the Tenant or of the Council's rights under this Lease.

25.5 Special Conditions

This Lease is subject to the Special Conditions. The Special Conditions override any inconsistent provisions in this Lease.

26. Interpretation

26.1 Governing Law and Jurisdiction

This Lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

26.2 Persons

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

26.3 Joint and Several

If a party consists of more than 1 person, this Lease binds them jointly and each of them severally.

26.4 Legislation

In this Lease, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

26.5 Clauses and Headings

In this Lease:

- 26.5.1 a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure in or to this Lease; and
- 26.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Lease.

26.6 Severance

In this Lease:

- 26.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 26.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

26.7 Number and Gender

In this Lease, a reference to:

- 26.7.1 the singular includes the plural and vice versa; and
- 26.7.2 a gender includes the other genders.

26.8 Exclusion of Statutory Provisions

The following statutory provisions are excluded from this Lease:

- 26.8.1 Section 144 of the *Property Law Act 1958* (Vic); and
- 26.8.2 Division 7 of the *Transfer of Land Act 1958*.

Annexure A

Special Conditions

1. Reporting Requirements

The Tenant must give to the Council:

- 1.1 within 60 days of the end of each financial year an audited financial report, including a statement of assets and liabilities and profit and loss statement for the Tenant for that financial year; and
- 1.2 within 14 days of the Tenant's annual general meeting, a written report detailing:
 - 1.2.1 the activities conducted by the Tenant during the preceding year and, where applicable, a list of the groups which have used the Premises and a list of times at which the Premises were used; and
 - 1.2.2 the office bearers appointed to the Tenant, their duties and the length of term of the office of each office bearer.

2. Tenant's Right to Terminate

The Tenant may give six months written notice to the Landlord to terminate this Lease.

2.1 Neither Party Liable

On and from the date of the termination of this Lease by the Tenant, neither party has any further obligations under this Lease. Nothing in this clause releases either party from any obligations that have arisen under this Lease prior to the date of the termination of this Lease.

2.2 No Refund of Rent

The Tenant acknowledges that if it terminates this Lease pursuant to Special Condition Clause 2, it is not entitled to a refund of any Rent paid in advance to the Landlord.

3. Tax Exempt

The Tenant must not undertake any activity or permit anything to be done which may cause it to cease being exempt from Commonwealth income tax under the *Income Tax Assessment Act 1997*.

4. Liquor Licence

The Tenant must:

- 4.1 seek the prior written consent of the Council before applying for any licence or permit under the *Liquor Control Reform Act 1998* (Vic) (licence or permit), or applying for any variation, removal, transfer, surrender or release of the licence or permit or nominating any person to be a licensee or permittee;
- 4.2 produce the licence or permit to the Council for inspection upon demand;
- 4.3 comply with any conditions of the licence or permit imposed by the Council;

- 4.4 comply with all conditions of the licence or permit and all laws relating to the licence or permit;
- 4.5 not allow the licence or permit to be cancelled or suspended;
- 4.6 renew the licence or permit and notify the Council in writing within 14 days of the renewal;
- 4.7 promptly notify the Council in writing if the licence or permit is cancelled or suspended or if the Tenant receives any notice, summons or fine in relation to the licence or permit;
- 4.8 indemnify the Council for any damages or costs incurred in relation to the licence or permit or a breach of this clause by the Tenant; and
- 4.9 surrender the licence or permit within 21 days of receiving a written notice from the Council, which the Council may give to the Tenant if the Tenant's use of the Premises is causing or likely to cause a nuisance to local residents.

5. Gaming Licence

The Tenant must not apply for any licence under the *Gaming Machine Control Act 1991* (Vic) for the Premises. A breach of this clause is deemed to be a breach of an essential term of this Lease.

6. Use of Common Access

6.1 Definitions

In this Special Condition:

Common Area means the area shown shaded yellow.

6.2 Grant of Licence

The Council grants the Tenant a licence to use the Common Area for the Term starting on the Commencement Date:

- 6.2.1 in common with the Council and all persons authorised by the Council;
- 6.2.2 in accordance with the terms and conditions of this Lease, and the terms contained in Special Condition 5.3; and
- 6.2.3 subject to Special Condition 5.4.

6.3 Terms of Licence

The Tenant must:

- 6.3.1 only use the Common Area for the purposes of gaining access to the premises.
- 6.3.2 keep the Common Area clean and tidy;
- 6.3.3 not obstruct the Common Area; and
- 6.3.4 pay or refund to the Council, within 14 days of demand, such proportion as the Council determines in its absolute discretion of:

- (a) all rates, taxes (including land tax assessed on the basis that the Common Area is the only land owned by the Council) and all other charges and levies assessed in connection with the Common Area; and
- (b) all electricity used in connection with the Common Area.

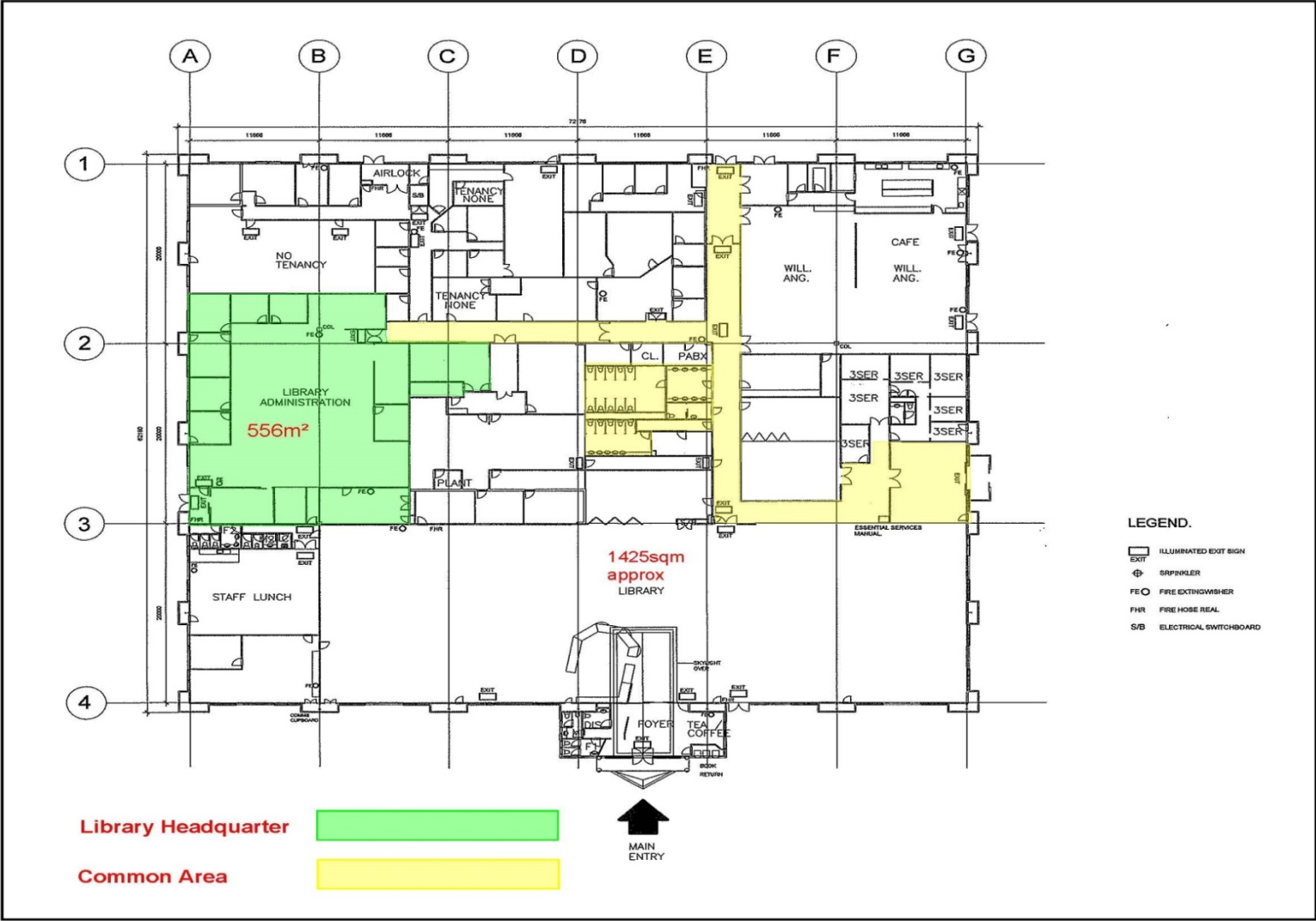
This Special Condition 5.3 is an essential term of this Lease.

6.4 **End of Licence**

The licence granted to the Tenant pursuant to this Special Condition automatically terminates when this Lease ends.

Annexure B

Plan of Premises



Annexure C

Maintenance Schedule

Item no.	Item Description	Council Responsibility	Tenant Responsibility
1.	Civil infrastructure	Major repairs or replacement due to structural faults, age.	General maintenance due to wear and tear.
2.	Sprinkler system/taps	Major repairs or replacement due to structural faults, age.	Minor repairs due to misuse by user groups.
3.	Building (external)	Major repairs or replacement due to structural faults, age.	General maintenance due to wear and tear.
4.	Cleaning	No responsibility.	Keep all areas in a clean and hygienic state. Purchase of cleaning materials.
5.	Court surfaces	Replace or resurface due to structural faults/age at Council's discretion.	General repair and maintenance in accordance with manufacturer's recommendations.
6.	Curtains and blinds	No responsibility.	Ongoing maintenance.
7.	Electrical wiring and fittings in building	All building wiring from main supply to and including the switchboard, power points, switches and light fittings.	No responsibility. See clause 13.1.6. There must not be any interference with electrical wiring and fittings.
8.	Exit and emergency lighting (internal)	Full responsibility, including inspections, maintenance, repairs or renewal.	No responsibility. See clause 13.1.6. There must not be any interference with electrical wiring and fittings.
9.	Fencing	Replace due to structural faults, age.	General maintenance due to wear and tear.
10.	Fire extinguishers and fire hose reels	Inspections, maintenance, repairs or renewal.	Responsible for payment of repairs / replacement due to misuse by user groups. See clause 13.1.2.
11.	Building (internal), e.g. fitted cabinetry, floor coverings etc.	Major repairs or replacement due to structural faults, age.	General cleaning. Payment for repair due to misuse.
12.	Gas bottles (in lieu of mains gas)	Annual maintenance, replace due to age or theft.	Re-fill when discharged. Replace when breakage occurs due to misuse by user groups.
13.	Window glass	Replace due to vandalism.	Keep clean. See clause 13.1.6.

Item no.	Item Description	Council Responsibility	Tenant Responsibility
14.	Grease traps	No responsibility.	Organise and pay costs for removal of waste and sewerage from property.
15.	Heating fixtures	Service, repair and replace as required.	Keep clean. See clause 13.1.6.
16.	Keys	Purchase, install and maintain all locks. Issue of 4 sets of restricted keys (only). The building will be fitted with Council locks and made accessible to Council officers. Additional keys may be provided by Council if required. (charges apply)	Responsible for all keys issued by Council. No locks may be fitted without Council approval. No additional keys may be cut without Council approval. No additional door fixtures or hardware to be fitted without the written permission of the Council.
17.	Light globes (internal)	No responsibility.	Replace globes/lamps.
18.	Court light globes.	No responsibility.	Replace globes/lamps.
19.	Court light poles	Repair or replace due to structural faults.	General maintenance. See clause 13.1.6.
20.	Tennis court nets	Installation	Ongoing maintenance, repair due to misuse & replacement as required.
21.	Tennis court net poles	Installation	Ongoing maintenance, repair due to misuse.
22.	Tennis court windbreaks	Installation	Ongoing maintenance, repair due to misuse & replacement as required.
23.	Scoreboards	Installation	Ongoing maintenance, repair due to misuse.
24.	Mechanical exhaust, cooling, air conditioning, heating	Maintenance, repairs, and renewal.	Keep clean. Payment of repairs due to misuse by user groups. See clause 13.1.6.

Item no.	Item Description	Council Responsibility	Tenant Responsibility
25.	Painting of walls, ceilings and other surfaces	Internal and external painting of previously painted surfaces as required.	Regular cleaning of painted surfaces and payment of repairs due to misuse by user groups.
26.	Termites and all other pests	Repairs of building as a result of termite damage.	Manage all other pests excluding termites.
27.	Plumbing, e.g. hot water service and fixtures	Maintain, repair or replace as required.	Keep clean. Payment for repair due misuse. See clause 13.1.6.
28.	Roof, including spouting and guttering	Carry out condition audits and provide ongoing maintenance, repairs, or renewal. Regular cleaning of spouting and guttering.	Payment for repair due misuse. Monitor gutters for blocking. See clause 13.1.6.
29.	Security system (where installed)	Install and maintain, including battery replacement.	Monitoring of security system. Payment of all call outs. Payment of repairs due to misuse by user groups.
30.	Security lighting (external)	Initial installation and repairs due to vandalism.	Replace globes / lamps. See clause 13.1.6.
31.	Kitchen equipment including stoves and cooking equipment, including canopy exhaust, and boiling water urn (Council provided)	Installation of basic cooking equipment and maintenance, repairs and renewals due to structural fault, age.	Keep in a clean condition. Payment for the cost of repairs and replacement due to misuse. See clause 13.1.6.
32.	Vandalism and graffiti	Payment of repairs required due to vandalism damage to Council property. Removal of graffiti from external areas and other associated grounds work as determined by Council.	Report to Council and Police as soon as possible. Full responsibility for vandalism damage to non-Council property. <i>Graffiti Hotline Number</i> – 1800 826 325

* The Tenant is also required to carry out regular inspections of the premises for the purposes of detecting appreciable risks of injury and hazards and putting in place appropriate precautions to alleviate them.

CC59/2016 INFORMATION TECHNOLOGY

Report prepared by Michelle McLean

Purpose

To provide an update on CCL Information Technology strategies for the future.

Discussion

CCL has recently undertaken a review of its ICT infrastructure and needs. The aim is to ensure CCL technology consistently provides a useful, efficient and current service to library users and staff over the long term.

ICT Roadmap

CCL are creating an ICT Road Map to assist with planning for future ICT needs. As part of the process, current capabilities have been mapped and areas of greatest need have been identified. CCL will seek external expertise to assist in planning the best way to address their ICT needs over the next 3 years.

At this stage, the priority projects are:

- Flexible working arrangements for staff – giving them better and more mobile access to the tools and files they need to do their work efficiently.
- Print Management for the community – the current system requires a lot of staff intervention for many users; and

The Website Redevelopment Project is being worked through as part of our Marketing and Communications project, with a projected live date of April 2017.

Migration to Cloud Services

As part of the ICT Road Map, CCL is looking at how they can shift the management of ICT tools to the cloud. There are currently five servers hosting various services located at CCL HQ. The plan is to shift all of the services to the cloud, removing the need to manage them in-house. Migration to the cloud will give staff greater mobility and flexibility.

Library Management System

The current Library Management System contract is due to expire in August 2017. The SWIFT consortia has decided to go to tender for the first time in seven years. The State Government has joined SWIFT and the MAV in this process and will provide the required funding for the tender. This joint approach will provide for an extension of the existing contract if the tender process goes longer than intended.

The tender process will be open to all public libraries in Victoria, not just the 22 public library services involved in SWIFT. Michelle McLean will be part of the initial Working Party who will be responsible for developing the expression of interest (EOI) request. Once the responses to the EOI are collated, a shortlist will be created for a Request for Tender (RFT).

Cardinia Mobile Library

On Wednesday 16 and 23 November, the final stages of the new communications rollout are scheduled for the Mobile Library. This will give the Mobile Library a more resilient communications platform. Benefits will include a gateway into the CCL staff network and eventually the ability to offer Wi-Fi to mobile library users.

Conclusion

CCL are excited and engaged in the possibilities that new ICT initiatives will provide the Corporation. CCL look forward to improved outcomes for both staff and library users.

RECOMMENDATIONS

That the Information Technology Report be noted.

CC60/2016 PEOPLE AND CULTURE

Report prepared by Marika Szendroe

Purpose

To provide an update on team development and staffing opportunities.

Discussion

People and culture are critical to the successful management and operation of CCL.

Welcome to Chris Buckingham, Casey Cardinia Libraries CEO

CCL welcomes Chris Buckingham, the new CEO. Chris has experience and a background in community, tourism and management. Chris began with CCL on Monday 3 October.

CCL acknowledge the great work Collette McMahon-Hoskinson did as interim CEO from June to September 2016.

Internships and Traineeships

CCL is considering investment in library industry and future staff and leaders. CCL has had preliminary discussions with Box Hill Institute regarding the opportunities for students to have longer placements under a graduate placement, internship or traineeship arrangement. Box Hill Institute runs a Degree course.

Marika Szendroe is on the course advisory committee for Box Hill Institute. The Course Advisory committee have scheduled meetings on November 15 and 16 to discuss changes to the course, accreditation and the possibility of internships and traineeships for 2017.

Organisational Health Check (climate survey)

CCL is developing an Organisational Health Check to inform the review and development of the CCL culture and strategic directions. It will build on the feedback and decisions made at the All Staff Professional Development Day November 28 facilitated by Mel Neil. Mel Neil is a Psychological Fitness Trainer, Leadership and professional development, strategic and organisational development and emotional intelligence. The Organisational Health Check will be completed by end of year 2016.

Bunjil Place – service delivery

The Corporate Management Team at CCL are encouraging staff to visit other multi-level library services to gain insight into service delivery when offered over multiple levels. The feedback from all participants will be compiled and a SWOT analysis completed. The results will help define the training needs requirements and the development of an action plan for the first 12 months of operations.

Staff Development and Training

Shared Leadership Program 2017

Nilupa Mahanama, the Doveton Team Leader was shortlisted and interview for the 2017 Shared Leadership Program. The Program is for Victorian Public Library and State Library staff and runs over a four month period March – May 2017. Participants attend residential workshops on self-awareness, leading change, achievement through teams and leadership and influence. CCL has had success placing future leaders in the Shared Leadership Program and looks forward to supporting another up and coming manager. The announcement of successful applicants is due late November.

FE Technologies Conference Day and Training program

Three staff participated in the training program, provided feedback to FE Technologies on the equipment and service delivery and considered the future needs of CCL.

Breaking through unconscious bias – City of Casey.

Colette McMahon-Hoskinson and Steve Coldham from Community Life Division at City of Casey extended invitations to the Library Management Team at CCL. Seven team members attended the all-day session on November 10. The inspirational speakers were Tasneem Chopra author, consultant and activist, Rowena Allen Victorian Commissioner Gender and Sexuality and Nova Peris OAM, activist and storyteller.

Apart from listening to and engaging with the three amazing women, their stories and how we can make change, it was a great opportunity to network with council colleagues and forge new relationships. Thank you to City of Casey for the inclusion.

Casey Cardinia Libraries 20th Birthday Staff Celebrations

CCL celebrated 20 years of operations and service to the community in October. Former and current staff attended a function to celebrate achievements and look to the future. The evening also provided Chris Buckingham the new CEO his first opportunity to address the group. Staff with 20 years' service were presented with a certificate of appreciation.

Enterprise Agreement update

Negotiations started in July for a new Enterprise Agreement (EA) for 2016 – 2019. Fortnightly meetings were held between all parties and the ASU. For the most part parties had similar log of claims. Discussions and agreement were around employment security, higher duties, spread of hours in relation to Bunjil Place, Compassionate Leave, Employee Assistance Program and frequency of Sundays.

Meerkin and Apel have reviewed the document to ensure there are no incorrect matters.

Staff vote on the EA between November 16 to 18. If accepted by the staff the EA will go to the Fair Work Commission for ratification.

Conclusion

CCL highly values its staff and will expand the opportunities available for their professional development. The people and culture focus of recent months has seen a positive impact on the team and has resulted in the uptake of various opportunities. CCL will continue to empower the Library Management Team to have a voice in shaping the way CCL operates in the future.

RECOMMENDATIONS

That the People and Culture Report be noted.

CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
Wednesday 23 November, 2016

CC61/2016 OPERATIONS

Report prepared by Chris Buckingham

Purpose

1. To describe CCL's monthly performance in from August to October 2016.
2. To provide the Board with Branch December-January 2016-17 opening hours. .

Discussion

The Operations Report provides information about physical and virtual usage of library services. CCL collects data to measure performance for various fields including loans and visits physical and digital, internet, Wi-Fi statistics and online 'home services.

Branch Christmas Opening Hours

The public holidays for the Christmas/New Year period 2016-17 year will be:

Sunday 25 December	Christmas Day
Monday 26 December	Boxing Day
Tuesday 27 December	Public Holiday in lieu for Christmas Day
Sunday 1 January	New Year's Day
Tuesday 2 January	Public Holiday in lieu of New Year's Day
Thursday 26 January	Public Holiday

Christmas Eve and New Year's Eve are Saturdays but not public holidays. Normally on a Saturday library branches open to 4pm, Doveton is open until 12noon, Emerald until 2.30pm and the Mobile Library finishes at 1.45pm.

Corporate Management Team have decided that all the library branches will close at 1pm on Christmas Eve and New Year's Eve, the exceptions will be Doveton whose closing time will remain as 12noon and the Mobile Library that will finish up at Bunyip at 12noon.

Branches will be closed for the gazetted public holidays including the days in lieu of and open as normal on other days.

Visits and Loans

CCL continue to look for best use of space and collections in the branches. Changes in collections will seek to meet the needs and demographics of local communities and library space uses evolving and focusing on local community's needs.

Since recent changes separating the junior non-fiction from the adult non-fiction and the grouping of non-fiction's 'like topics' together, (reflecting retail bookstore arrangements) early analysis indicates that it has been a positive change with a clear increase in browsing and borrowing trends. Cranbourne in particular has experienced the most positive impact with the separation of the junior non-fiction from the adult non-fiction, an increase in 70 percent of usage in a five month snapshot comparison. Branch Managers have commented that the move of the collection and grouping of 'like topics' together has been positive with community members embracing the changes.

CCL loans have dropped slightly in recent months, August-October compared with June-July. The September school holidays fell during this period, visits were down compared to previous months due to the possibly impacted by the Grand Final public holiday on 30 September, a day also that was in the two week school holidays period. The branches held many activities and programs targeting the local youth, the program was successful with children, parents and carers attending (*See Community Engagement for further details*).

Visit statistics are down on the same period as last year, however it is to be noted that in the same period last year CCL had not made the transition to the new Beonic People Counters which provide more accurate data. The complete transition and first full month of operation with the new Beonic People Counters was October. This is evident when comparing visits from October 2015 to October 2016. There is a minor 0.2 percent increase on last year.

Cranbourne Library continues to experience growth in membership with significant local residential development, with a gain of over 240 patrons across August to September. Total membership at the end of October was 115,600.

Digital Services

The upward trend in Wi-Fi usage continues. Wi-Fi is preferred method for internet access at CCL. Internet PC bookings having dropped since the improvements to Wi-Fi services. October was the strongest performing month in terms of Wi-Fi with 18,228 logins. CCL are planning to provide Wi-Fi services on a 24/7 basis over summer.

A social media strategy is being developed, more staff have access to CCL Facebook, and Twitter pages and the branches are actively promoting programs through social media.

The online 'home services' available to local communities continue to perform; Your Tutor was especially strong in September, this could be linked to students studying during the school holidays and more community awareness, others performing strongly in the period August-October include eAudio and eBooks; Road to IELTS and Transparent Language, staff have been promoting these electronic resources to community groups.

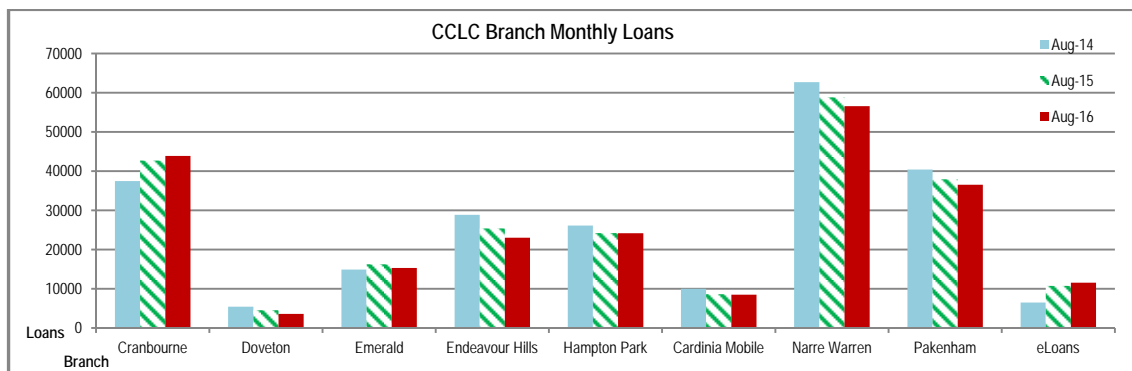
The popular Australian consumer magazine, Choice is the latest new e-magazine available to members for free.

CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
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Visits and Loans – August 2016

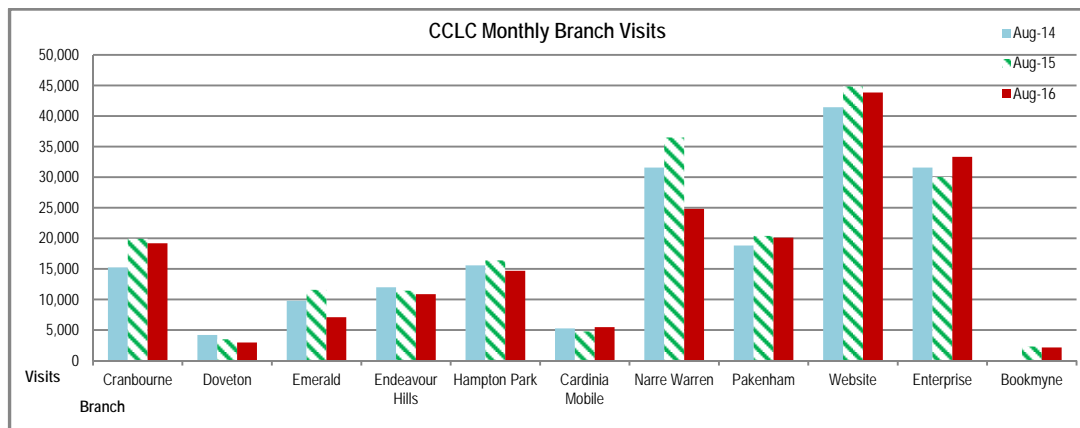
Loans

Branch	Aug-14	Aug-15	Aug-16	% Variation 2015/ 16
Headquarters	1,213	1,010	1,208	19.6%
Cranbourne	37,458	42,728	43,875	2.7%
Doveton	5,422	4,572	3,612	-21.0%
Emerald	14,919	16,306	15,325	-6.0%
Endeavour Hills	28,865	25,437	23,022	-9.5%
Hampton Park	26,142	24,240	24,188	-0.2%
Cardinia Mobile	10,006	8,656	8,509	-1.7%
Narre Warren	62,695	58,879	56,557	-3.9%
Pakenham	40,398	37,967	36,554	-3.7%
Region	227,118	219,795	212,850	-3.2%
eLoans	6,486	10,790	11,564	7.2%
Total Loans	233,604	230,585	224,414	-2.7%



Visits

Branch	Aug-14	Aug-15	Aug-16	% Variation 2015/ 16
Cranbourne	15,231	19,938	19,188	-3.8%
Doveton	4,190	3,525	2,959	-16.1%
Emerald	9,801	11,588	7,092	-38.8%
Endeavour Hills	12,002	11,472	10,857	-5.4%
Hampton Park	15,577	16,419	14,686	-10.6%
Cardinia Mobile	5,274	4,804	5,471	13.9%
Narre Warren	31,569	36,530	24,817	-32.1%
Pakenham	18,835	20,425	20,102	-1.6%
Region	112,479	124,701	105,172	-15.7%
Website	41,437	44,867	43,837	-2.3%
Enterprise	31,570	30,061	33,315	10.8%
Bookmyne		2,340	2,143	-8.4%
Total Virtual	73,007	77,268	79,295	2.6%
Total Visits	185,486	201,969	184,467	-8.7%

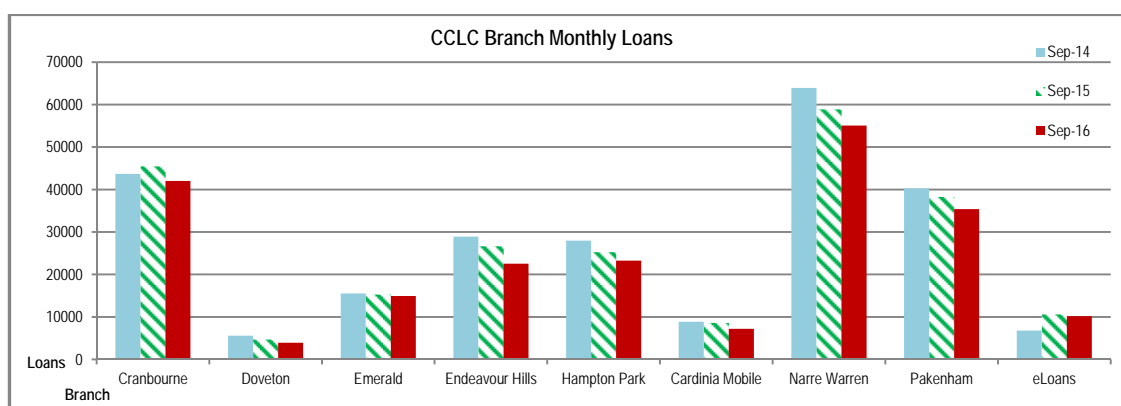


CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
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Visits and Loans - September 2016

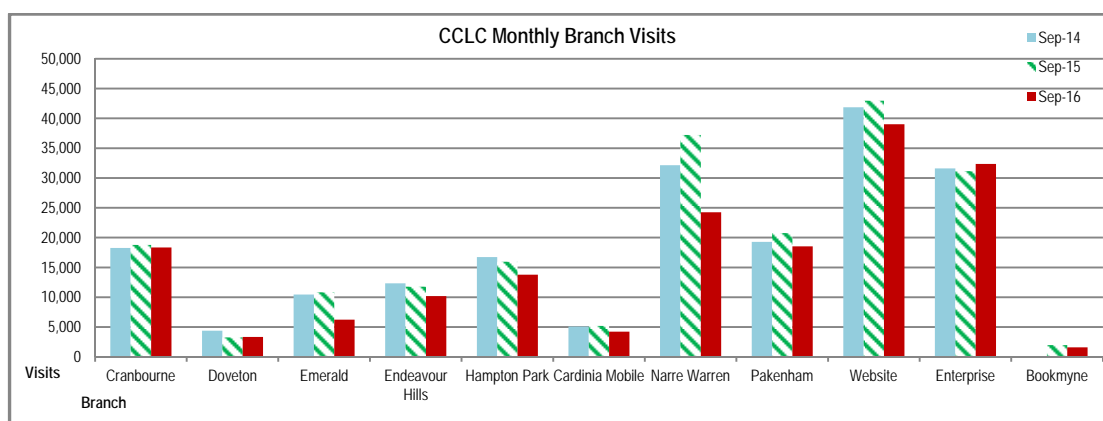
Loans

Branch	Sep-14	Sep-15	Sep-16	% Variation 2015/ 16
Headquarters	1,247	1,082	1,104	2.0%
Cranbourne	43,673	45,484	42,030	-7.6%
Doveton	5,567	4,699	3,918	-16.6%
Emerald	15,511	15,292	14,933	-2.3%
Endeavour Hills	28,920	26,670	22,546	-15.5%
Hampton Park	27,957	25,273	23,234	-8.1%
Cardinia Mobile	8,837	8,638	7,189	-16.8%
Narre Warren	63,910	58,924	55,077	-6.5%
Pakenham	40,259	38,298	35,380	-7.6%
Region	235,881	224,360	205,411	-8.4%
eLoans	6,771	10,623	10,164	-4.3%
Total Loans	242,652	234,983	215,575	-8.3%



Visits

Branch	Sep-14	Sep-15	Sep-16	% Variation 2015/ 16
Cranbourne	18,251	18,789	18,355	-2.3%
Doveton	4,382	3,293	3,331	1.2%
Emerald	10,448	10,860	6,246	-42.5%
Endeavour Hills	12,317	11,789	10,177	-13.7%
Hampton Park	16,723	15,972	13,778	-13.7%
Cardinia Mobile	5,084	5,213	4,219	-19.1%
Narre Warren	32,152	37,241	24,255	-34.9%
Pakenham	19,291	20,783	18,540	-10.8%
Region	118,648	123,940	98,901	-20.2%
Website	41,866	42,990	39,016	-9.2%
Enterprise	31,618	31,171	32,357	3.8%
Bookmyne		1,992	1,594	-20.0%
Total Virtual	73,484	76,153	72,967	-4.2%
Total Visits	192,132	200,093	171,868	-14.1%

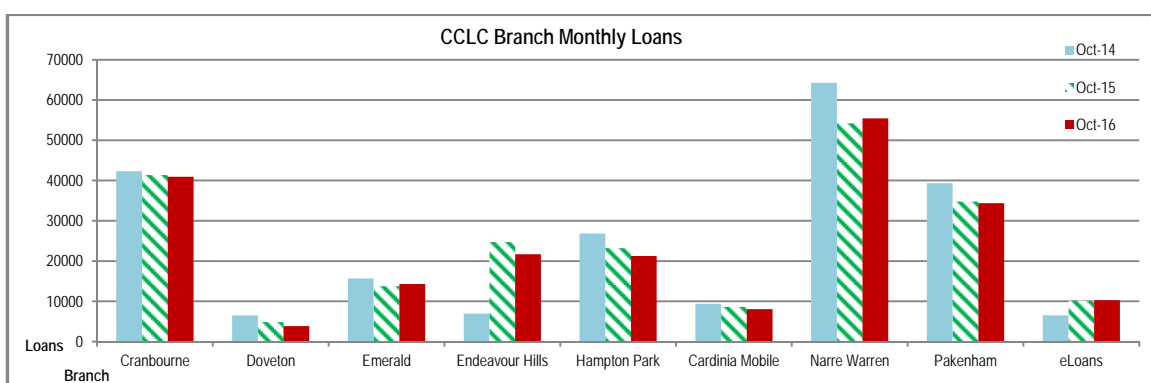


CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
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Visits and Loans – October 2016

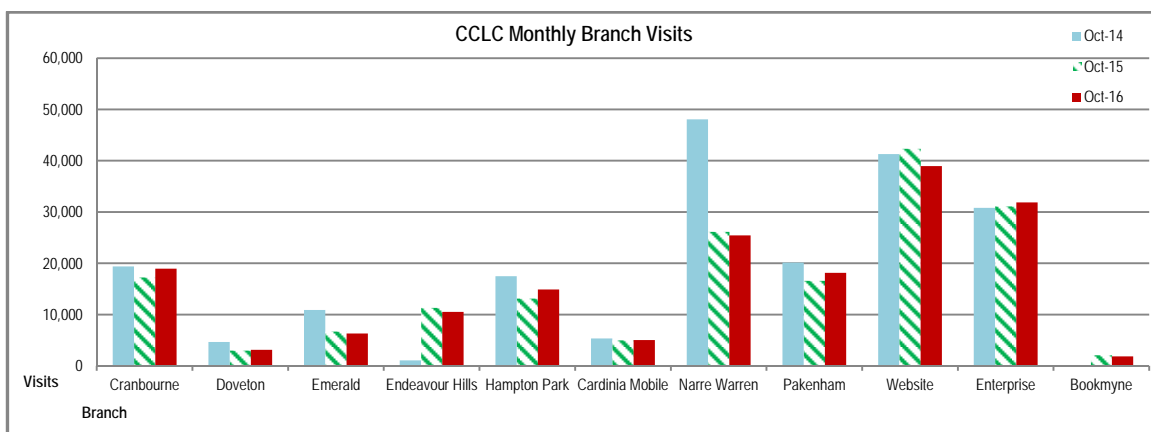
Loans

Branch	Oct-14	Oct-15	Oct-16	% Variation 2015/ 16
Headquarters	1,233	1,077	1,216	12.9%
Cranbourne	42,314	41,403	40,940	-1.1%
Doveton	6,514	4,869	3,835	-21.2%
Emerald	15,698	13,796	14,294	3.6%
Endeavour Hills	6,958	24,769	21,686	-12.4%
Hampton Park	26,813	23,251	21,274	-8.5%
Cardinia Mobile	9,356	8,662	8,044	-7.1%
Narre Warren	64,251	54,224	55,434	2.2%
Pakenham	39,349	34,819	34,356	-1.3%
Region	212,486	206,870	201,079	-2.8%
eLoans	6,513	10,174	10,299	1.2%
Total Loans	218,999	217,044	211,378	-2.6%



Visits

Branch	Oct-14	Oct-15	Oct-16	% Variation 2015/ 16
Cranbourne	19,383	17,264	18,951	9.8%
Doveton	4,648	3,004	3,112	3.6%
Emerald	10,903	6,705	6,292	-6.2%
Endeavour Hills	1,051	11,327	10,529	-7.0%
Hampton Park	17,474	13,134	14,891	13.4%
Cardinia Mobile	5,339	4,993	5,014	0.4%
Narre Warren	48,054	26,144	25,435	-2.7%
Pakenham	20,122	16,617	18,141	9.2%
Region	126,974	99,188	102,365	3.2%
Website	41,285	42,368	38,947	-8.1%
Enterprise	30,802	31,125	31,879	2.4%
Bookmyne		2,080	1,836	-11.7%
Total Virtual	72,087	75,573	72,662	-3.9%
Total Visits	199,061	174,761	175,027	0.2%



CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
Wednesday 23 November, 2016

Digital Services

Digital Services – August 2016

Internet Bookings

Branch	No. of PCs	Aug-15	Aug-16	% Variation 2015/ 16	Total Avail
Cranbourne	12	1,720	1,937	12.6%	2,952
Doveton	9	399	492	23.3%	999
Emerald	7	731	792	8.3%	1,393
Endeavour Hills	10	1,324	1,292	-2.4%	2,460
Hampton Park	16	1,746	1,862	6.6%	3,616
Cardinia Mobile	1	12	22	83.3%	168
Narre Warren	19	3,530	3,177	-10.0%	5,263
Pakenham	18	2,644	2,910	10.1%	4,644
Total	92	12,106	12,484	3.1%	21,495
Total year to date		24,564	24,412	-0.6%	



Wireless Network Bookings

Branch	Aug-15	Aug-16	% Variation 2015/ 16
Cranbourne	2,700	3,379	25.1%
Doveton	240	279	16.3%
Emerald	870	868	-0.2%
Endeavour Hills	1,770	1,829	3.3%
Hampton Park	1,770	2,790	57.6%
Cardinia Mobile	0	0	0.0%
Narre Warren	5,730	4,898	-14.5%
Pakenham	9,420	3,782	-59.9%
Total	22,500	17,825	-20.8%



Blog Visits

August	Aug-15	Aug-16	% Variation
Book Swamp	40	6	-85.0%
Invisible Ink	1,211	906	-25.2%
Links To Our Past	1,755	2140	21.9%
Quicksand	187	94	-49.7%
Reading Rewards	1,087	996	-8.4%
Great War	385	161	-58.2%
Total	4,665	4,303	-7.76%

E-Learning

August	Aug-15	Aug-16	% Variation
Busy Things	5737	6118	6.6%
Road to IELTS	45	23	-48.9%
Transparent Language	157	88	-43.9%
Your Tutor	249	294	18.1%
Total	6,188	6,523	5.41%



Electronic Resources

August	Aug-15	Aug-16	% Variation
Axis 360 e-Books	104	206	98.1%
Bolinda eAudiobooks	1,804	2,610	44.7%
Bolinda eBooks	2,157	2,443	13.3%
Britannica Online	115	162	40.9%
Choice	0	168	-
Comics Plus	0	90	-
Freegal Music	1,988	2,189	10.1%
Press Display	1,882	795	-57.8%
Story Box Library	71	32	-54.9%
Tumblebooks	1,123	1,434	27.7%
Zinio	1,487	1,435	-3.5%
Total	10,731	11,564	7.76%

CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
Wednesday 23 November, 2016

Digital Services - September 2016

Internet Bookings

Branch	No. of PCs	Sep-15	Sep-16	% Variation 2015/ 16	Total Avail
Cranbourne	12	1,549	1,631	5.3%	2,808
Doveton	9	447	517	15.7%	1,044
Emerald	7	682	621	-8.9%	1,316
Endeavour Hills	10	1,255	1,114	-11.2%	2,340
Hampton Park	16	1,655	1,788	8.0%	3,488
Cardinia Mobile	1	17	17	0.0%	163
Narre Warren	19	3,438	2,842	-17.3%	4,997
Pakenham	18	2,663	2,447	-8.1%	4,428
Total	92	11,706	10,977	-6.2%	20,584
Total year to date		36,270	35,389	-2.4%	



Wireless Network Bookings

Branch	Sep-15	Sep-16	% Variation 2015/ 16
Cranbourne	2,910	3,030	4.1%
Doveton	240	270	12.5%
Emerald	660	660	0.0%
Endeavour Hills	1980	1,710	-13.6%
Hampton Park	2,010	2,400	19.4%
Cardinia Mobile	0	0	0.0%
Narre Warren	6,690	5,010	-25.1%
Pakenham	6,390	3,330	-47.9%
Total	20,880	16,410	-21.4%



Blog Visits

September	Sep-15	Sep-16	% Variation
Book Swamp	9	6	-33.3%
Invisible Ink	2,092	939	-55.1%
Links To Our Past	1,748	1,826	4.5%
Quicksand	109	40	-63.3%
Reading Rewards	755	1,111	47.2%
Great War	252	98	-61.1%
Total	4,965	4,020	-19.03%

E-Learning

September	Sep-15	Sep-16	% Variation
Busy Things	6,333	8,024	26.7%
Road to IELTS	34	76	123.5%
Transparent Language	38	104	173.7%
Your Tutor	144	302	109.7%
Total	6,549	8,506	29.88%



Electronic Resources

September	Sep-15	Sep-16	% Variation
Axis 360 e-Books	148	235	58.8%
Bolinda eAudiobooks	1,812	2,462	35.9%
Bolinda eBooks	2,012	2,381	18.3%
Britannica Online	135	71	-47.4%
Choice	0	209	-
Comics Plus	0	31	-
Freegal Music	2,067	1,935	-6.4%
Press Display	1,663	819	-50.8%
Story Box Library	15	47	213.3%
Tumblebooks	1,320	653	-50.5%
Zinio	1,352	1,321	-2.3%
Total	10,524	10,164	-3.42%

CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
Wednesday 23 November, 2016

Digital Services - October 2016

Internet Bookings

Branch	No. of PCs	Oct-15	Oct-16	% Variation 2015/ 16	Total Avail
Cranbourne	12	1,536	1,898	23.6%	2,784
Doveton	9	513	469	-8.6%	981
Emerald	7	679	736	8.4%	1,299
Endeavour Hills	10	1,322	1,295	-2.0%	2,320
Hampton Park	16	1,531	1,673	9.3%	3,424
Cardinia Mobile	1	10	17	70.0%	160
Narre Warren	19	3,229	2,973	-7.9%	5,016
Pakenham	18	2,240	2,539	13.3%	4,446
Total	92	11,060	11,600	4.9%	20,429
Total year to date		47,330	46,989	-0.7%	



Wireless Network Bookings

Branch	Oct-15	Oct-16	% Variation 2015/ 16
Cranbourne	2,976	3,410	14.6%
Doveton	217	310	42.9%
Emerald	744	806	8.3%
Endeavour Hills	2108	1,891	-10.3%
Hampton Park	2,139	2,976	39.1%
Cardinia Mobile	0	0	0.0%
Narre Warren	6,138	5,735	-6.6%
Pakenham	5,890	3,100	-47.4%
Total	20,212	18,228	-9.8%



Blog Visits

October	Oct-15	Oct 16	% Variation
Book Swamp	14	6	-57.1%
Invisible Ink	1,045	893	-14.5%
Links To Our Past	1,621	1,645	1.5%
Quicksand	105	36	-65.7%
Reading Rewards	986	824	-16.4%
Great War	176	168	-4.5%
TOTAL	3,947	3,572	-9.50%

E-Learning

October	Oct-15	Oct 16	% Variation
Busy Things	3921	8,024	104.6%
Road to IELTS	25	86	244.0%
Transparent Language	50	31	-38.0%
Your Tutor	205	262	27.8%
TOTAL	4,201	8,403	100.02%



Electronic Resources

October	Oct-15	Oct 16	% Variation
Axis 360 e-Books	137	156	13.9%
Bolinda eAudiobooks	1,787	2,516	40.8%
Bolinda eBooks	2,273	2,619	15.2%
Britannica Online	178	276	55.1%
Choice	0	68	-
Comics Plus	0	25	-
Freegal Music	2,116	1,992	-5.9%
Press Display	1,432	967	-32.5%
Story Box Library	18	40	122.2%
Tumblebooks	856	310	-63.8%
Zinio	1,312	1,355	3.3%
TOTAL	10,109	10,299	1.88%

RECOMMENDATIONS

1. That the Operations Report be noted.
2. That the opening and closing hours for the December – January period including Christmas and New Year be noted by the Board.

CC62/2016 COMMUNITY ENGAGEMENT

Report prepared by Cenza Fulco

Purpose

The purpose of the Community Engagement Report is to provide an update on CCL programs, events and partnerships.

Discussion

Programs and events at CCL provide opportunities to promote the library as a community hub where people of all ages gather for a range of activities including early literacy programs for young children; programs for preschool and school aged children in the school holidays; lifelong learning, digital literacy, and reader development programs for adults; celebration of culture such as NAIDOC week events.

Community engagement includes fostering partnerships with schools, community groups and other agencies with current partnerships including Communities for Children Cranbourne and Cardinia through the Library has Legs programs, and the Melbourne Football Club with the Read Like a Demon program.

1000 Books

CCL provides a range of programs to promote literacy in the early years. '1000 Books Before School', a program which encourages parents and carers to read 1000 books with their children before they begin school, is open for registration at CCL. CCL is excited to be a part of this fantastic initiative through State Library Victoria and Public Libraries Victoria Network.

The early years are a critical stage in brain development: From birth to age 3, children's brains develop at a rate of 700 new neurological connections per second! CCL's message to parents is that they are their child's first teacher and that reading together is a central part of helping their children's brains to grow.

Parents are encouraged to join the program at any Casey Cardinia Library. They will receive the first reading record for their child. Each book read is marked with a special sticker and incentives are offered at reading milestones. Every book that a child completes, or actively listens to, counts – this includes stories read at Storytime sessions, day care, playgroup, kindergarten, as well as the same book over and over again. You can read books from anywhere – not just library books.

Forgiving Tree

CCL is running a Forgiving Tree Campaign with a twist in December.

CCL will encourage the community to give freely this Christmas by donating items of food and/or kids presents at our branches. In return, staff will waive the overdue fines of any member who donates to the Forgiving Tree.

Objectives:

- Encourage the spirit of giving in our community
- Facilitate provision of much needed food and gifts to people in need in our community
- Encourage people who may not be able to pay their fines to reengage with their local library service
- Generate positive publicity for CCL

CCL will work with local charities for example the 4Cs Crisis Relief Centre to ensure that donations meet the needs of community members. The campaign will run from December 1st until Christmas Eve during which time staff will actively engage with the community in a

number of different ways. CCL will acknowledge all gifts that meet the criteria no matter how big or small provided by the giver. Everyone will be encouraged to give regardless of whether they have fines or not. The idea is to encourage and re-engage community members who may not have returned due to outstanding fines. It will be a once off campaign to avoid users potentially taking advantage of the process next year.

CCL will promote the Forgiving Tree Campaign by media release, social media, eNewsletter and the website, cross promotion with communication charities, and publicity at the branches.

Promoting the Library to Schools and Early Learning Centres

Youth team staff develop relationships with educational institutions in their communities with the aim to promote CCL and its services. In June Hampton Park Library was visited by 736 students and teachers from Rivergum Primary School (Prep-Grade 6), Noble Park Language School, Hampton Park East Kinder, and Hampton Park Kinder. Staff promoted the wonderful resources of CCL and students enjoyed stories and an opportunity to borrow CCL materials.

Jess Broom, Youth Services Librarian at Doveton and Endeavour Hills Libraries, visited Doveton College as part of the plan to engage with teenagers in Doveton. This visit was a result of the meeting with Doveton College staff organised by Cr. Rosario earlier this year. In consultation with the school librarian Jess will visit the school at lunch time on a weekly basis to promote the Libraries' Manga Collection allowing students to borrow items, as well as suggest series and titles for the Libraries' Collection. The aim of the visits is to increase library membership by taking the library outside of the physical walls to students who wouldn't otherwise come to the Doveton Library. Weekly visits are ideal so as to build relationships with the students and staff.

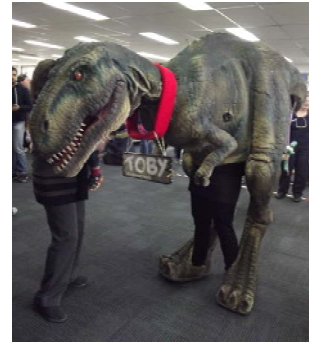
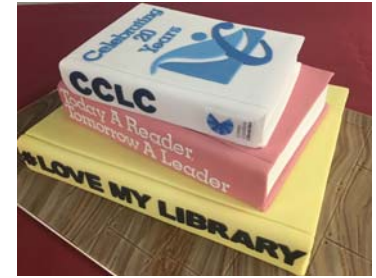
School Holiday Program – September 2016

CCL school holiday programs reflect the needs of the community for FREE activities for children of all ages during the 2 week holiday break. In the September school holidays over 1,614 children and 995 carers attended a range of programs aimed at providing fun innovative and educational programs promoting early literacy, creativity, and STEAM (Science, Technology, Engineering, Arts and Mathematics). Programs included storytimes and rhyme times, craft activities, workshops for stop animation, chess and Lego, theatre performers and storytellers. Highlights included a visit to Emerald by the Scientwists – with their Fizzle and Pop Science show, and a visit to Endeavour Hills Library from the Australian Ballet with ballet workshops for 3-5 year olds.



Casey Cardinia Libraries 20th Birthday Celebrations

Friday 23rd September CCL celebrated its 20th birthday at **Cranbourne Library**. Over 300 people attended a fun filled morning with face painting, balloon twisting, craft activities, a dinosaur hunt through the Library, and a visit by Toby the T-Rex dinosaur. The Library was buzzing with lots of children and their carers. A big thank you is due to the Friends of Cranbourne Library who supported the morning's events.



At 2pm the Library hosted the cutting of the birthday cake with speeches from the interim CEO Ms Colette McMahon-Hoskinson and from Mrs Helen Crago, Secretary of the Friends of Cranbourne Library along with general introductions from Sue Flett, Cranbourne Branch Manager. The cake looked fantastic and was pretty tasty too. Those in the library were delighted to receive a piece of birthday cake.

Pakenham Library celebrated CCL's 20th birthday with a range of interactive events and programs across the day on Saturday 8 October. Highlights included a Facebook competition, story times and a cake cutting ceremony. Visitors took part in the festivities, taking time to design library bags and book marks, enter competitions and dress up for the photo booth. The event featured in the Pakenham Gazette.



CASEY-CARDINIA LIBRARY CORPORATION BOARD MEETING
Wednesday 23 November, 2016

Program Attendances for CCL – August – October 2016

August Program Attendances

Attendances at Youth Activities		
Branch	Aug-15	Aug-16
Cranbourne	1,824	1,223
Doveton	153	366
Emerald	508	388
Endeavour Hills	555	1,667
Hampton Park	1,380	1,490
Cardinia Mobile	109	96
Narre Warren	1,336	1,807
Pakenham	988	1,711
Total	6,853	8,748

Attendances at Adult Activities		
Branch	Aug-15	Aug-16
Cranbourne	46	20
Doveton	3	65
Emerald	36	29
Endeavour Hills	3	26
Hampton Park	0	112
Cardinia Mobile	0	0
Narre Warren	121	104
Pakenham	74	29
Total	283	385

September Program Attendances

Attendances at Youth Activities		
Branch	Sep-15	Sep-16
Cranbourne	915	1,390
Doveton	375	822
Emerald	317	432
Endeavour Hills	1,083	703
Hampton Park	880	765
Cardinia Mobile	113	157
Narre Warren	1,144	1,022
Pakenham	802	916
Total	5,629	6,207

Attendances at Adult Activities		
Branch	Sep-15	Sep-16
Cranbourne	133	33
Doveton	3	23
Emerald	0	39
Endeavour Hills	5	32
Hampton Park	14	1
Cardinia Mobile	0	0
Narre Warren	15	80
Pakenham	6	91
Total	176	299

October Program Attendances

Attendances at Youth Activities		
Branch	Oct-15	Oct-16
Cranbourne	1,243	1,154
Doveton	336	326
Emerald	347	330
Endeavour Hills	564	571
Hampton Park	727	1,096
Cardinia Mobile	124	114
Narre Warren	1,102	1,405
Pakenham	784	1,035
Total	5,227	6,031

Attendances at Adult Activities		
Branch	Oct-15	Oct-16
Cranbourne	52	44
Doveton	62	90
Emerald	87	17
Endeavour Hills	40	12
Hampton Park	1	61
Cardinia Mobile	0	0
Narre Warren	99	107
Pakenham	72	45
Total	413	376

Conclusion

CCL continue to engage their community through dynamic programs for people of all ages. Opportunities for involvement at community events and promote the benefits of CCL membership to current non-users are important. Partnership opportunities are beneficial as they allow us to develop relationships and share knowledge and ideas which then in turn benefit our local communities.

CCL is excited at the prospect of community engagement opportunities with the Forgiving Tree Campaign.

RECOMMENDATIONS

- 1. That the Community Engagement Report be noted.**
- 2. That the Board note the Forgiving Tree Campaign.**

DRAFT Proposal – The Forgiving Tree

Casey Cardinia Libraries (CCL) is planning to run a Forgiving Tree Campaign with a twist this December.

In a nutshell we are encouraging our community to give freely this Christmas by donating gifts for children, or food items, at any of our branch libraries.

In return we will waive the overdue fines of any library member who donates to the Forgiving Tree.

Objectives:

- Encourage the spirit of giving in our community
- Facilitate provision of much needed food and gifts to people in need in our community
- Encourage people who may not be able to pay their fines to reengage with their local library service
- Generate positive publicity for CCL

Approach

CCL will work with local charities eg the 4Cs Crisis Relief Centre to ensure that donations meet the needs of community members.

We plan to run the campaign from December 1st until Christmas Eve during which time we will actively engage the community in a number of different ways (see Promotions and Communications).

Libraries will acknowledge all gifts donated which meet the criteria, no matter how big or small. Everyone will be encouraged to give – community do not have to have fines to participate.

Risks

There is a possibility that CCL could lose up to \$20,000 in fine revenue based on experience of Eastern Regional Libraries in 2014.

We may reinstate borrowers with hundreds of dollars worth of fines in exchange for a tin of baked beans!

Some gifts will have to be declined due to them not satisfying the criteria for what will be accepted

Mitigation

Our primary focus is 'paying it forward' and re-engaging our customers. We believe the overall benefit to the community and to CCL outweighs any financial loss.

While it may look like we lose a great deal of money on the books, many of the people we are targeting with this campaign are non-users because of their fines. They stop coming to the library because they are unable to pay their fines. Therefore the revenue is unlikely to be realised and therefore the actual losses are not as bad as they appear.

CCL will acknowledge all gifts no matter how big or small with the spirit that the campaign intends. We will run this campaign as a one off so that people do not take advantage of the process next year. We may choose to run another fine amnesty at some time in the future, but almost certainly at a different time of the year.

We will clearly articulate Terms and Conditions for gifts eg food has to be within best before dates and presents are to be given unwrapped.

Promotions and Communications

- Media Release to all local papers to launch the campaign with follow up releases throughout December providing progress on how much has been given and of course how many fines and penalties have been waived.
- Local radio segment prior to the launch of the campaign will give details of the campaign
- E – Bulletin to all library members on CCL database (approx. 115,000) to provide details on the campaign
- Regular social media updates with pics and stories illustrating the act of giving and the benefits to community
- Cross promotion by charity partners in their social media activity
- Updates on CCL website home page detailing the campaign
- Christmas trees in each of the branches and POS promotion including posters and A4 fliers
- Coverage in Casey and Cardinia internal comms eg Intranet or E-newsletter

DRAFT

CC63/2016 MARKETING AND COMMUNICATIONS

Report prepared by Chris Buckingham

Purpose

To inform the Board about the progress of the development of a comprehensive Marketing and Communications Strategy and new brand.

Discussion

The Branding Project is well underway and CCL has consulted with key stakeholders on the design concepts provided by Studio Binocular.

CCL have appointed marketing and communications specialist Renee Street on a temporary part time basis to oversee implementation of the new brand, develop a new marketing and communications strategy and commence scoping a new website for CCL. It is envisaged that this work will take approximately three months.

CCL have also contracted Erika McInerney a social media specialist to review our current endeavours and provide a strategy to guide future activity. This work will be complete before the end of November.

Key brand elements will be presented at the November Board Meeting.

Conclusion

The development of a comprehensive Marketing and Communications Strategy and a new brand will help shape the future of CCL by encouraging visitation and engagement.

RECOMMENDATIONS

That the Marketing and Communications Report be noted.

GENERAL BUSINESS

CC64/2016 STRATEGIC PLANNING AND ESTABLISHMENT OF A NEW LIBRARY PLAN

Report prepared by Chris Buckingham

Purpose

To advise the Board of the process undertaken in the development of the new Library Plan as required under the Local Government Act 1989 section 125.

Discussion

CCL is embracing significant change. The existing strategic plan is due for renewal, a new CEO has been appointed and the Board has indicated as strong desire for change and innovation.

Community expectations of libraries are evolving, the transition to digital continues and resident populations are growing swiftly.

The Management Team is seeking a more inclusive leadership approach that engages staff in decision making and creates greater ownership of CCL's strategic direction.

It is time for the organization to revisit its values and vision as it embarks on a strategic planning process that will set the direction of the organization for the next four years.

An All Staff Planning Day is being held on November 28th.

A small working group has been established to conduct desktop research and survey CCL members.

RECOMMENDATIONS

- 1. That the Board participate in the All Staff Planning Day on November 28th**
- 2. That a draft Library Plan 2017 – 2020 be presented to the Board for consideration at the February Board Meeting.**

CC65/2016 CODE OF CONDUCT

Report prepared by Chris Buckingham

Purpose

To discuss requirement and potential process for establishment of a Code of Conduct for Board Members and to seek initial reflections from the Board about what are the important elements of a Code of Conduct.

Discussion

CCL adopted a code of conduct for Board members in 2012, see attached; it is due for renewal.

City of Casey and Cardinia Shire Councils have established Codes of Conduct for their Councilors. It is widely recognized as good practice for Boards to establish a code of conduct that guides behaviour and supports good decision making.

With the agreement of the Board, the CEO Chris Buckingham will work with the Chairperson to prepare a draft Code of Conduct for adoption at the next ordinary board meeting. Key reference points will be observations from the all staff planning day, existing examples of best practice including Councilor Codes of Conduct and the Australian Institute of Company Directors Model Code of Conduct for Company Directors

Conclusion

After reflections by the Board about important elements of the Code of Conduct, CEO Chris Buckingham will prepare a draft Code of Conduct in consultation the Chairperson.

RECOMMENDATIONS

- 1. That the Code of Conduct Report be noted.**
- 2. That a draft Code of Conduct be prepared and presented for the February 2017 Board meeting for adoption.**

Board Members Code of Conduct

Introduction

The Board Members of the Casey-Cardinia Library Corporation are committed to working together constructively as a team to achieve the goals of the Library Corporation.

The values that underpin this Code of Conduct incorporate respect and consideration of fellow Board Members, staff and the community. Board Members will communicate openly and honestly with an appreciation of the professional views, abilities and the unique contributions each make toward the effective governance of the Casey-Cardinia Library Corporation.

Basis for Establishment of a Code of Conduct

The Local Government Act 1989 ('The Act') establishes the requirement for a Code of Conduct for the Casey-Cardinia Library Corporation. Section 196 of the Local Government Act 1989 in part states that the sections of the Act relating to the establishment of Councillor Codes of Conduct "apply to a regional library as if it were a Council and as if the members of its governing body were Councillors". Board Members are required to conduct themselves in accordance with the provisions of the Local Government Act 1989, in particular Sections 76, 77, 78 and 79.

Casey-Cardinia Library Corporation Local Law No.1 establishes meeting procedures to be followed, use of the Common Seal and enforcement of the Local Law.

Councillor Conduct Principles

The Local Government Act 1989 defines "Councillor Conduct Principles" which are standards of conduct that the community has a right to expect of all Councillors. These include a "Primary Principle" and seven "General Principles". The Councillor Principles apply equally to members of the Board of the Library Corporation.

Primary Principles

Section 76B of the Act sets out the Primary Principle of Councillor Conduct being that, in performing the role of a Councillor, a Councillor must:

- Act with integrity, and
- Impartially exercise his or her responsibilities in the interests of the local community, and
- Not improperly seek to confer an advantage or disadvantage on any person.

General Principles

Section 76BA of the Act goes on to require that, in performing the role of a Councillor, a Councillor must also:

- Avoid conflicts between his or her public duties as a Councillor and his or her personal interests and obligations.
- Act honestly and avoid statements (whether oral or in writing) or actions that will or are likely to mislead or deceive a person.
- Treat all persons with respect and have due regard for the opinions, beliefs, rights and responsibilities of other Councillors, Council Officers and other persons.

- Exercise reasonable care and diligence and submit himself or herself to the lawful scrutiny that is appropriate to his or her office.
- Endeavour to ensure that public resources are used prudently and solely in the public interest.
- Act lawfully and in accordance with the trust placed in his or her as an elected representative.
- Support and promote these principles by leadership and example and act in a way that secures and preserves public confidence in the office of Councillor.

Community Expectations

The community's expectations of Board Members are high. The business of the Corporation will be conducted with efficiency and impartiality, whilst demonstrating compassion and sensitivity towards the needs of the community. In particular:

- Board Members will observe the highest standards of honesty and integrity and maintain proper standards of decorum and dress in the public arena.
- Board Members will perform their duties in the best interests of the community and not be influenced by fear, favour or adverse publicity.
- Board Members will treat their colleagues, members of the community and Library staff honestly and fairly and in a manner that is non-discriminatory.

Communication

The Chairman is the official spokesperson on behalf of the Corporation, and the Chief Executive Officer is the official spokesperson for all Corporation operational issues. With the approval of the Chairman, a Board Member may be the official spokesperson of the Corporation on issues where there is significant and ongoing involvement by the Board member.

Board Members will make no statements which are derogatory (unless true and in the public interest) and refrain from any form of conduct, in the performance of their official or professional duties, which may cause any reasonable person unwarranted offence or embarrassment.

There may be times when a Board Member individually disagrees with a majority decision of the Board and wants to advise the community. As individual Board members, they are entitled to express their own independent views but will ensure that it is clear that these are their own views rather than those of the Board.

When the Chairman disagrees with a Board decision, the Chairman is still the official spokesperson for the Board. While being able to express his or her own independent view, the Chairman will clarify that his or her own view is secondary to the explanation and promotion of the Board's adopted position.

Decision Making

Effective decision-making is vital to democratic governance. In particular:

- Board Members will actively and openly participate in the decision making process, striving to be informed to achieve the best outcome for the community.
- Board Members will respect the views of the individual in debate. However, Board Members also accept that decisions are to be based on a majority vote.

Information and Confidentiality

Board Members may have access to information that may at times be confidential or controversial. As such, they will respect the confidentiality of information received in the course of performing their duties and responsibilities, and will not under any circumstances convey, electronically, verbally, or in writing, information to a third party for as long as it continues to be confidential.

Relationships with Staff

Board Members will work cooperatively with the Chief Executive Officer and other members of library staff. Board Members recognise the division of responsibilities and that the role of the Board is one of advocacy and leadership and that the Chief Executive Officer is responsible for management and administration. In recognition of this division of responsibilities, Board Members will make all initial contacts with staff via Senior Managers. Board Members will place no unnecessary restrictions on the ability of staff to give professional advice to the Board. In the case of Notices of Motion, Board Members will be open to advice from officers given directly and privately to all Board members and in the consideration of these items at a Board meeting, will seek background information from officers.

Board Members recognise their responsibilities in ensuring that interactions with staff, each other or others associated with the Corporation meet the requirements of the Occupational Health and Safety Act 1985 to protect people from risks to their health and safety, including harassment, bullying, violence or discrimination.

Use of Corporation Resources

Corporation resources are to be used effectively and economically and for the purposes for which they were provided.

Corporation resources are not to be utilised in a manner that creates an impression of Corporation endorsement of Board Members individual activities.

Attendances at Conferences, Seminars and Educational Activities

When attending conferences, seminars and other educational activities at the Corporation's expense, Board Members will make the most of opportunities provided to enhance their knowledge, with Council business, ill health or other legitimate reasons being the only reasons for non-attendance.

Caretaker Provisions

During a Local Government election period, the Board will restrict its activities to a Caretaker role. The Board will not make a major policy decision during the election period. A major policy decision means any decision:

- Relating to the employment or remuneration of the CEO
- Termination of the appointment of the CEO
- Entering into a contract with a total value exceeding \$100,000
- Entering into entrepreneurial activities as defined under Section 193 of the Local Government Act 1989 exceeding \$100,000.

The Board will not undertake any activities or make decisions or inappropriately apply resources of the Corporation that could result in the production or distribution of electoral material or that could influence the conduct of elections underway in the member Councils.

Conflict of Interest

Board members who have a direct or indirect financial interest in a matter to be considered by the Board (ie one in which there is a reasonable likelihood or expectation of an appreciable loss or gain) are governed by the provisions of the Local Government Act 1989 and the Local Government (Democratic Reform) Act 2003 relating to their participation in debate. It is recognised that the onus is on individual Board Members to identify possible conflicts of interest or pecuniary interest and to determine whether such conflicts, to which no statutory exemption applies, exist. In meeting their obligations:

- Board Members will avoid any conflicts between their private interests and public responsibilities, particularly in regard to personal and financial relationships, use of confidential information obtained in the course of Board duties or through public comment.
- Board Members will not take advantage of their position to improperly influence other Board Members, Corporation staff or other persons in the performance of their duties or functions in order to gain undue or improper advantage for themselves or for any other person or body.
- Board Members will not seek or accept a bribe or other improper inducement.
- If benefits or gifts are accepted of more than \$200 in value, Board Members will ensure disclosure is made in a prompt and full manner to the Chief Executive Officer.

Board Members Working Together

The primary role of Board Members is to set the vision and directions for the Casey-Cardinia Library Corporation and to advocate on behalf of the whole community. Board Members should represent and promote the interests of the Casey-Cardinia communities as a whole, whilst recognising their special relationship with their own Council.

In order to function as an effective team:

- Board Members will work together and be honest, responsive, courteous and prompt in dealings with each other and to behave ethically and with respect for one another in public forums, as well as in private discussions.
- Board Members will respect the differing backgrounds and experiences of other Board Members.
- Board Members recognise and respect a Board Member's personal views on matters but acknowledge and support the decisions of the Board.
- Board Members will endeavour to offer support to the Chairman of the day wherever possible through attendance at Corporation functions and events.
- Board Members will endeavour to be present at meetings, briefings and Corporation functions, along with meetings of organisations to which they are Board delegates, and to set high standards of punctuality.
- Board delegates to external bodies will keep the Board informed of significant issues.

Sanctions

Board Members of the Casey-Cardinia Library Corporation are committed to meeting the standards in this code and recognise that appropriate sanctions should be imposed for breaches.

As a first step in the case of a minor breach, the Chairman may counsel the Board Member. Should the Chairman be responsible for such a breach, a Committee of Board Members may be formed to counsel the Chairman.

A substantial or ongoing breach of the code may be addressed by a resolution of the Board that includes, but is not limited to, any of the following:

- public disclosure of the inappropriate conduct
- request for a formal apology
- formal reprimand.

The Board may take any other lawful action it determines appropriate to address a breach of this code.

Information on breaches of the law will be forwarded to the relevant authority for appropriate action.

This Code of Conduct is available for inspection by members of the public.

**Adopted by the Board of the
Casey-Cardinia Library Corporation
at its meeting of 28 November 2012.**

CC66/2016 REGIONAL LIBRARY AGREEMENT

Report prepared by Chris Buckingham

Purpose

To inform the Board about the need for a review of the current Regional Library Agreement 2012.

Discussion

In 2012 City of Casey and Cardinia Shire entered into a Regional Library Agreement.

Section 16 specifies that: 'The parties shall together with the Board, review the operation of this Agreement at least once in every five years.'

The last review took place as part of preparation of the current agreement from April – November 2012

Conclusion

That the parties review the current Regional Library Agreement and consider what changes (if any) are required at the next ordinary Board Meeting in February 2017.

RECOMMENDATIONS

1. That the Regional Library Agreement Report be noted.
2. That a Working Group be established to develop a draft Regional Library Agreement for the February Board meeting.

CC67/2016 REGISTER OF INTEREST

Report prepared by Chris Buckingham

Purpose

To seek a register of interests from CCL Board members.

Discussion

Under Section 81 of the Local Government Act 1989, Regional Library Corporations are required to keep a register of interests of board members and senior officers.

Verbal advice from a senior DELWP representative has indicated that Councilors and senior officers are able to supply the same returns that they have provided for Council purposes as the requirements under the act are very similar

The Finance Manager, Pam Vickers has received delegation from the CEO for the maintenance and storage of the register of interests. The CCL register of interests will be kept under lock and key in the Corporations safe.

Under the Local Government Act Primary Returns must be lodged by new board members and senior officers within 30 days of appointment

Existing board members and senior officers to lodge an ordinary return every six months as per the guidelines attached

Conclusion

A register of Interest for all Board members be held securely at CCL.

RECOMMENDATIONS

That CCL Board members provide the Finance Manager, Pam Vickers their register of interests.

Lodging a Primary Return

A Guide
October 2016

Who must lodge a return

You must lodge a primary return if:

- you are a councillor
- you are a member of the governing body of a regional library
- you are a nominated officer
- you are a member of a special committee who has not been exempted
- you are a member of the council's audit committee who has not been exempted.

In this guide, references to 'councillor' also mean reference to a regional library member.

A councillor or committee member who is re-elected or re-appointed for a consecutive term of office does not need to lodge a new primary return.

A nominated officer of the council is:

- a senior officer of the council
- any other staff member nominated by the chief executive officer.

A member of a special committee or audit committee may be exempted from the duty to lodge interest returns by a decision of the council. An exemption from the duty to lodge a return is not an exemption from the duty to disclose conflicts of interest under the *Local Government Act 1989* (the Act).

Breach of the Act

It is an offence under the Act to fail to lodge a return in time or to give false or incomplete information. A person who commits an offence may be prosecuted in court and fined up to 60 penalty units.

Lodging returns

A **councillor** must lodge a primary return within 30 days after the Election Day.

If there is a delay in the person taking office for any reason, the return may be lodged within seven days after taking the oath of office.

A **special committee or audit committee member** must lodge a primary return within 30 days after becoming a member of the relevant committee.

A **nominated officer** must lodge a primary return within 30 days of becoming a nominated officer. This will be within 30 days of:

- being appointed or promoted to a senior officer position
- becoming a senior officer as a result of a reclassification or increase in remuneration
- being designated a "nominated officer" by the CEO.

Returns must be lodged with the CEO or the officer that the CEO has delegated to receive returns.

Signature and witness

You must personally sign and date your return and have it witnessed. The witness is witnessing your signature, not attesting to the accuracy of the return.

Disclosures in returns

Your disclosures must be accurate on the day you lodge the return.

You must complete all five sections of the form. If you have nothing to disclose in a section, you should write "*nothing to disclose*".

Lodging a Primary Return

1. Offices

You must disclose the **name of any company or other body** in which you hold any office as a director or otherwise, even if you were appointed to the position by the council.

This includes positions on boards or committees as well as any office held as an employee on any body, including:

- companies
- community organisations
- sporting bodies
- government agencies.

You do not need to disclose membership of the council's special committees or advisory committees.

2. Shares

You must disclose the **name of any company or body** in which you hold a beneficial interest, in shares or any other form.

This **does not include** interests you hold in a large company, with a total share issue exceeding \$10 million, as long as your interests are valued at \$10,000 or less

3. Land

You must disclose the **address or description** of any land in which you hold a beneficial interest that is located

- within the council area
- within an adjoining council area.

It includes land that you own solely or jointly, that is mortgaged. It does not include land you hold as security for a debt owed to you.

4. Trusts

You must provide a concise **description of any trust** where:

- you hold a beneficial interest
- you are the trustee for a member of your family who has a beneficial interest.

5. Other interests

Any other substantial interests, of you or a family member, which you think may appear to raise a material conflict between your private interest and your public duty.

This may include:

- gifts received from a person or body that has regular dealings with the Council
- responsibilities as a partner, agent, consultant, contractor or employee for a person or organisation that is likely to have dealings with the council
- civil proceedings in which you are, or have recently been, a party which relate to a matter that is likely to require a council decision.

Definition

A “**family member**”, for the purpose of a primary return is your:

- spouse or domestic partner
- any of the following who live with you on a regular basis;
 - son or daughter
 - mother or father
 - brother or sister.

Access to returns

A person who wishes to inspect the register of interests (which contains the last three returns of those required to submit them), must apply to do so, in writing to the CEO indicating which person's returns they wish to inspect.

You may inspect the record of names of those people who have inspected your returns kept in the register, available from the CEO or the CEO's delegate.

Councillors, nominated officers and non-exempt members of special committees and audit committees must lodge primary and ordinary returns of interests.

It is important that councils have appropriate administrative processes to support the receipt, recording and availability of returns.

Primary and ordinary returns

Two types of interest returns are required to be lodged under section 81 of the *Local Government Act 1989* (the Act):

- Primary returns, which must be lodged after taking office or commencing in a specified role
- Ordinary returns, which must be lodged twice yearly while holding office or occupying a specified role.

Failure to lodge

It is an offence to fail to lodge a return or to provide incomplete or inaccurate information in a return (Penalty 60 units).

Guidance

Guides for people lodging returns are attached. It is recommended that the relevant guide be given to each person lodging a return.

Word templates of return forms are available for download from Local Government Victoria.

Who must lodge returns

Councillors

All councillors must lodge primary and ordinary returns. There are no exceptions.

For the purpose of lodging returns, 'councillors' also includes members of the governing bodies of regional libraries established under section 196 of the Act.

Council staff

All nominated officers must lodge primary and ordinary returns. A "nominated officer" includes all senior officers of the council and other staff nominated by the chief executive officer.

Senior officers are:

- The chief executive officer
- Any officer with management responsibilities who reports directly to the CEO
- Any other member of staff whose total annual remuneration exceeds the remuneration threshold¹.

It is recommended that CEOs:

- monitor which members of staff are senior officers and ensure they are informed of their obligations
- ensure that members of staff with significant delegations are made nominated officers for lodging interest returns.

Nominations of staff by the CEO should be in writing.

¹ The remuneration threshold for defining a senior officer is reviewed annually under section 97B of the Act. Changes to the threshold are published in the Government Gazette.

Committee members

Members of council special committees and audit committees must lodge primary and ordinary returns.

- Special committees are committees delegated council powers, duties or functions under section 86 of the Act.
- Audit committees are advisory committees established under section 139 of the Act to provide audit functions to the council.

Under section 81(2A) the council may exempt a member of a special committee or audit committee who is not a councillor, from this responsibility. This is normally done when the committee is formed or when new members are appointed. It is not recommended that exemptions be given to members of committees that have significant powers, particularly in regard to money or property.

An exemption from the duty to lodge a return is not an exemption from the duty to disclose a conflict of interest under the Act.

All exemptions given to members of special committees and audit committees must be reviewed within 12 months after a general election.

Timing

Returns must be lodged at the specified times and not before those times.

Primary returns

For a **councillor**, a primary return must be lodged within 30 days after the election day.

- If the taking of the oath of office is delayed, a primary return may be lodged within seven days after taking the oath.
- It is not necessary for a councillor to lodge a primary return if re-elected for a following term of office, but it is required in the event that a councillor's terms of office are not contiguous.

For a **special committee and audit committee member**, a primary return must be lodged within 30 days after becoming a member of the relevant committee.

- This will normally be within 30 days of the council decision to establish the committee or to appoint the person to the committee.
- A primary return is not required when a person is reappointed to a special committee or audit committee and where the memberships are contiguous.

For a **nominated officer**, a primary return must be lodged within 30 days of becoming a nominated officer. This will be within 30 days of:

- an appointment or promotion to a senior officer position
- becoming a senior officer as a result of a reclassification or increase in remuneration
- being designated as a "nominated officer" by the CEO.

Ordinary returns

An ordinary return must be lodged two times each year for as long as a person holds the office or role that requires them to lodge returns.

An ordinary return must be lodged each year:

- between 30 June and 9 August
- between 31 December and 9 February.

Ordinary returns must not be lodged before those times.

Receipt of returns

Functions relating to the receipt and recording of returns are conferred on the CEO under the Act. In practice the CEO may delegate some or all of these functions to a member of staff (under section 98(2) of the Act). It is therefore recommended that CEOs establish appropriate arrangements for the management of returns. This may include:

- delegating an appropriate officer to receive returns on behalf of the CEO
- ensuring councillors, committee members and nominated officers know who is the delegated officer
- maintaining an up to date list of everyone who is required to lodge returns
- ensuring that these people are sent reminders when their returns are due
- dating and initialling each return as it is lodged and keeping a written record of every return as it is lodged
- providing a written receipt to each person who lodges a return.

Register of interests

The CEO must maintain a register of interests. This includes the last three returns lodged by each person.

Returns subsequently removed from the register must be retained for as long as the person remains a councillor, committee member or a nominated officer.

When a person ceases to be a councillor, committee member or a nominated officer, their returns must be removed from the register. All returns must still be retained for a period of three years (cf. Public Record Office Standard 07/01).

Public access

A person who wishes to inspect the register must apply to do so, in writing, to the CEO indicating which person's records they wish to inspect. The request form is prescribed in the Local Government (General) Regulations 2015. The CEO cannot refuse a person who has made a request in the required manner.

An inspection may be made at the council office during normal office hours and, for practical reasons, may require a prior appointment.

A person who inspects the record may make a written record of the details in a return, but there is no entitlement for a person to take a photocopy of a return under the Act.

A number of protections are included in the Act to ensure the power to inspect a person's records is not misused.

- The CEO must keep a record of the names of people who inspect the register and a councillor, committee member or nominated officer is entitled to inspect the list of names of people who have inspected their personal records.
- A person must not publish information from the register unless the information is a fair and accurate summary or copy of the information derived from the register.
- A member of council staff may not make a record of, divulge or communicate information gained in relation to anyone's interest returns other than in the proper discharge of his or her duties. Failure to comply can result in prosecution.

Further information

- *Local Government Act 1989*, s.81, 139, 196.
- *Local Government (General) Regulations 2015*, r.6, 7, 8.

CC68/2016 ESTABLISHMENT OF CEO'S KEY PERFORMANCE INDICATORS

Report prepared by Chris Buckingham

Purpose

To inform the Board of intentions to develop CCL CEO Key Performance Indicators and Measures.

Discussion

As part of the CEOs Contract with CCL there is an identified need to establish agreed Key Performance Indicators to measure outcomes achieved on an annual basis.

The areas of focus nominated in the CEO's contract include:

- Efficient and effective management of the operations of the library service
- Demonstration of creative thinking leading to business innovation initiatives
- Creation of new revenue streams through building partnerships with external agencies, organisations, funding bodies, etc
- A highly engaged workforce that is empowered and creates a positive culture resulting in high performance.
- Compliance with statutory and funding requirements
- Accountability of organisational finances and systems
- Policy development and planning requirements are met
- Support for the Corporation's Board is provided
- Compliance with Government Legislation and statutory requirements
- Community consultation and communication is conducted
- Deliver on the CCLC business plan
- Lead and manage the change process in an efficient and effective manner for the NW branch to the Bunjil Place location
- Such other objectives and criteria as may be established and agreed between the parties

These Key Performance Indicators and Measures will also inform performance related salary bonuses or increases where applicable.

RECOMMENDATIONS

That the:

- 1. Chairperson and CEO work together to refine Key Performance Indicators and Measures after the Strategic Planning Day on November 28th and before the end of the year.**
- 2. Final draft of Key Performance Indicators and Measures be circulated to the Board for review and feedback prior to sign off by the Chairperson and CEO.**

NEXT MEETING

Wednesday 22 February 2017 at the Cardinia Shire Offices.