

11.1 RIVERINA REGIONAL LIBRARY - AMENDMENT OF AGREEMENT - ATTACHMENTS

Attachment Titles:

1. Amended Riverina Regional Library Deed of Agreement 2022-2026

Attachment 1 - 2022-2026 updated RRL deed of agreement

From: "Karen Wendt" <karen.wendt@rrl.nsw.gov.au>
Sent: Tue, 25 Jun 2024 15:10:48 +1000
To: "Undisclosed recipients:"
Subject: RRL Deed of Agreement 2022-2026 - Signing and Common Seal
Attachments: RRL Deed of Agreement 2022-2026.pdf

Dear RRL General Managers

The amended RRL Deed of Agreement 2022-2026 was endorsed at the RRL Advisory Committee Extraordinary Meeting held on 19 June 2024 and will shortly be in circulation for signing. The Agreement was amended to include Berrigan Shire Council into the membership and to revise some clauses in accordance with legal advice received.

The Agreement is signed under common seal by the Mayor and General Manager of each member council, usually requiring a resolution of Council to affix the common seal.

To expedite this process, a copy of the Agreement is attached for endorsement (at your next available council meeting) in readiness for signing of the original documents when they arrive.

Regards
Karen



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Deed of Agreement
between
the Council of Coolamon
and the Councils of
Berrigan, Bland, Cootamundra-Gundagai, Federation,
Greater Hume, Junee, Leeton, Lockhart, Snowy
Valleys and Temora
for the Provision of Library and Information Services

1 July 2022 – 30 June 2026

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THIS AGREEMENT made the day of two thousand and twenty four BETWEEN THE COUNCIL OF COOLAMON AND THE COUNCILS OF BERRIGAN, BLAND, COOTAMUNDRA-GUNDAGAI, FEDERATION, GREATER HUME, JUNE, LEETON, LOCKHART, SNOWY VALLEYS AND TEMORA, (hereafter called "the Member Councils") WHEREAS the Councils have by individual resolutions resolved to adopt the *Library Act 1939* (as amended) AND WHEREAS it is provided in Section 12(2) of the said Library Act that:

- (a) Two or more local authorities may enter into an agreement whereby the local authority of one area undertakes to exercise, for and on behalf of the local authority or local authorities of any other area or areas, within such other area or areas, any specified power or duty of a local authority in relation to the provision, control and management of libraries, library services and information services.
- (b) Any such agreement shall specify the terms and conditions upon which such power or duty shall be so exercised.

WHEREAS the Member Councils have agreed to delegate to the Council of Coolamon (hereafter called the Administering Council) any specified power or duty of a local authority in relation to the provision, control and management of libraries, library services and information services within the abovementioned Local Government Areas in accordance with the provisions of the said Library Act (as amended) and with the conditions hereinafter appearing, the following specified powers or duties of a local authority in relation to the provision, control and management of libraries, library services and information services to be undertaken by the Administering Council are agreed for the purpose of this Agreement:

- Administration of the RRL Advisory Committee and Executive Committee
- Appointment and management of RRL Administration Centre staff
- Administration of RRL finances
- Administration of RRL vehicles

With the conditions hereinafter appearing AND WHEREAS the Member Councils have agreed that this agreement shall replace any other library agreements existing between the Administering Council and Bland, Cootamundra-Gundagai, Federation, Greater Hume, June, Leeton, Lockhart, Snowy Valleys and Temora (hereafter called the other Councils):

1. RIVERINA REGIONAL LIBRARY SERVICE

- 1.1 A joint library service to be known as the Riverina Regional Library (hereafter called RRL) shall operate throughout the entirety of the areas of the Councils.
- 1.2 The Mission Statement of the RRL shall be:

Creatively connecting people, information and knowledge

- 1.3 The residents of the Administering Council and the other Councils shall be entitled to the same privileges in regard to the services provided under this agreement.

2. RIVERINA REGIONAL LIBRARY ADVISORY COMMITTEE

- 2.1 The Administering Council (as defined in clause 7) shall appoint a library committee, in accordance with s 11 of the *Library Act 1939*, to be known as the Riverina Regional Library Advisory Committee (hereafter referred to as the Advisory Committee).
- 2.2 The Advisory Committee shall advise the Councils on matters of library, information management, policies and strategies, and Management Plans for the overall development of library and information services for the RRL and within the Areas of the Councils for adoption by the Councils.

3. MEMBERSHIP OF THE ADVISORY COMMITTEE

- 3.1 Each Council shall nominate two persons, one of which must be a Councillor of the nominating Council, to be members of the Advisory Committee.
- 3.2 Each Member Council shall nominate one alternate nominee to the Advisory Committee to attend in the absence of any member of the Advisory Committee that was nominated by that Member Council.
- 3.3 The Member Councils shall make nominations under clauses 3.1 and 3.2 at the first Council meeting held after any ordinary election of councillors within the meaning of the *Local Government Act 1939* (hereafter referred to as an ordinary election).
- 3.4 The Administering Council shall appoint nominees under clauses 3.1 and 3.2 as members and alternate members of the Advisory Committee, respectively.

- 3.4 Any vacancy by a member or alternate member of the Advisory Committee, by death, resignation, disqualification or otherwise, shall be filled by the nomination of a new nominee or alternate nominee, as the case may be, by the relevant Member Council before the next meeting of the Advisory Committee, inclusive of the relevant nominees details, and the Administering Council shall confirm the appointment of the member or alternate member to the Advisory Committee at the next meeting of the Advisory Committee for the remainder of the term of this Agreement (as determined in accordance with clause 16).
- 3.5 Each member or alternate member of the Advisory Committee may be removed at any time by the resolution of the nominating Member Council, such removal shall be confirmed by the Administering Council before the next meeting of the Advisory Committee.
- 3.6 Each Member Council shall indemnify the Administering Council in respect of any liability incurred in relation any member or alternate member of the Advisory Committee nominated by that Member Council.

4. PROCEEDINGS OF THE ADVISORY COMMITTEE

- 4.1 The Advisory Committee shall meet on not less than two occasions each year.
- 4.2 The meeting of the Advisory Committee immediately following nominations under clause 3.3 shall elect Office Bearers and the Executive Committee (as defined in clause 4.7) for the remainder of the term (as determined in accordance with clause 16) and shall be the Annual General Meeting (AGM).

The order of business to be conducted at the first AGM after an ordinary election shall be as follows:

- i) Election of Chairperson
- ii) Election of Deputy Chairperson
- iii) Election of Executive Committee
- iv) Any other business that is necessary for the due and proper conduct of the RRL, including receipt of Annual Reports for financial year preceding
- v) The meeting place for the forthcoming year shall be the RRL Administration Centre unless otherwise decided

In years without an ordinary election the final meeting for the year shall be the AGM. The order of business to be conducted shall be as follows:

- i) Any business that is necessary for the due and proper conduct of the RRL, including receipt of Annual Reports for financial year preceding
- ii) The meeting place for the forthcoming year shall be the RRL Administration Centre unless otherwise decided.

- 4.3 The election for the Chair, Deputy Chair and Executive Committee will be carried out in accordance with Appendix One.
- 4.4 The RRL Manager (as appointed under clause 8) shall call an extraordinary meeting on the request of the Chairperson or any three members of the Advisory Committee.
- 4.5 The procedure for the conduct of Meetings and General Business of Councils, as provided for in the *Local Government Act 1993* (as amended from time to time) and the regulations made there under, shall apply to the conduct of Meetings and General Business of the Advisory Committee.
- 4.5.1 The quorum for a meeting of the Advisory Committee is a majority of members of the Advisory Committee
- 4.5.2 In determining a quorum:
- i) alternate members of the Advisory Committee shall not be counted in determining the total number of members of the Advisory Committee; however
 - ii) alternate members of the Advisory Committee shall be counted in determining the number of members present where any member of the Advisory Committee nominated by the same Member Council is absent.
- 4.5.3 If a quorum is not present at a meeting, the Executive Committee (see 4.7 below) has the power to make recommendations on behalf of the Advisory Committee to the Administering Council on matters arising from that meeting
- 4.6 Each member of the Advisory Committee has one vote at any meeting of the Advisory Committee. Members of the Advisory Committee must be present at Advisory Committee meetings, either in person or online, to cast their vote. Where a member of the Advisory Committee is absent, and an alternate member nominated by the same Member Council is present, that alternate member has one vote in the absent members stead.
- 4.7 A working group of the Advisory Committee, known as the Executive Committee, shall be formed comprising the Chairperson, Deputy Chairperson, RRL Manager and four other delegates appointed by the Advisory Committee, two of which must be Councillors and two of which must be Council officers, from time to time. The Executive Committee shall act on urgent issues as required by the Advisory Committee and develop plans and policies for presentation to the Advisory Committee. Business shall not be transacted at any meeting of the Executive Committee unless a majority of members of the Executive Committee are present.

- 4.8 In the event of a vacancy occurring in the Executive Committee by reason of death, resignation, disqualification or otherwise, the Advisory Committee shall fill the vacancy by appointment of a member of the Advisory Committee to the Executive Committee.
- 4.9 Any notice of motion recommending amendment of this Agreement by the Advisory Committee shall be given in writing by the Member Councils at least one month before the meeting of the Advisory Committee at which the motion is to be discussed.
- 4.10 No alteration shall be made to this Agreement unless the proposal for alteration has the support of at least two thirds of the Advisory Committee.

5. RESPONSIBILITIES OF THE MEMBER COUNCILS

- 5.1 Member Councils aim to conduct public library and public information services at a standard no less than that recommended from time to time by the Library Council of New South Wales.
- 5.2 The Member Councils shall provide and maintain suitable Branch Library facilities complete with the necessary fittings and furnishings, and any computer and RFID equipment required as specified in the RRL Information Technology Plan. The number of Branch Libraries to be serviced under this agreement shall be determined by individual Member Council.
- 5.3 Should any member Council require an additional Branch facility, that Member Council shall advise the RRL Manager and, at its own expense provide suitable Branch Library buildings within their respective council area complete with the necessary fittings and furnishings, computer hardware and software, RFID resources, and establishment collection. (Establishment collection is defined as a core collection of library material that is of a comparable quantity and standard to the collections held by other branch libraries in the region of a similar size.) Such buildings, fittings and furnishings and establishment stock shall remain the property of the individual member Council.
- 5.4 In planning new buildings for branch libraries or the refurbishment of existing libraries, the Member Councils may seek the advice of the RRL Manager. The RRL Manager is to be consulted on all library resourcing matters which relate to the Riverina Regional Library.
- 5.5 Any costs to RRL associated with the establishment of a new and/or additional Branch Library will be met by the associated Member Council.
- 5.6 Staff required at Branch Libraries shall be employed by the Member Council concerned.
- 5.7 The Member Councils shall determine the opening hours of the Branch Libraries in their areas in consultation with the RRL Manager.

- 5.8 RRL shall administer a Mobile Library Service for member Councils that request a Mobile Library Service. All costs for the mobile service shall be met by those Member Councils receiving service in proportion to the extent of service provided and agreed to for each Member Council as provided for in the funding formula. Mobile Library timetables will be established by negotiation.
- 5.9 Any member Council that utilises the Mobile Library Service must provide not less than two years notice of its intention to withdraw from, or reduce its level of, service provision. Requests for increased levels of mobile library service by member Councils currently utilising the service, or requests for the provision of Mobile Library service from member Councils currently not utilising the service, will be considered if service hours become available. Councils currently utilising the service will be given priority for additional service hours.
- 5.10 The Member Councils shall make payment in full of half-yearly membership contributions, as agreed in the annual RRL budget, during the months of July and January each year.

6. RESPONSIBILITIES OF THE ADVISORY COMMITTEE

- 6.1 To conduct its meetings and business and to ensure its records and accounts are kept in accordance with the provisions of this agreement, the *Local Government Act 1993* and *Library Act 1939* (as amended from time to time) and the regulations made there under.
- 6.2 To provide annually to Member Councils the estimates of expenditure and income for the ensuing year in accordance with the requirements of clause 9.5
- 6.3 To provide Member Councils with copies of the Minutes of each meeting of the Advisory Committee.
- 6.4 To submit to the Member Councils an annual report which shall include details of the activities of the Advisory Committee and the RRL service over the preceding twelve months.
- 6.5 To make and consider recommendations on matters pertaining to the provision of library and information services.
- 6.6 To develop, maintain and monitor the implementation of a Management Plan as required of Member Councils in accordance with the *Local Government Act 1993*.
- 6.7 To prepare policy statements on relevant aspects of service for consideration by all Member Councils and periodically review policies as determined by the Advisory Committee when adopting the policy in order to support the consistent provision of high quality library services for residents of the RRL area.

- 6.8 To use its best endeavours to support Member Councils to obtain the full benefit of grants and maximum subsidies made available by the Commonwealth, the State and other respective instrumentalities and agencies for Libraries and Library Services.
- 6.9 To co-operate with libraries and library systems in the wider library network on such terms and conditions as may be agreed.
- 6.10 The Administering Council (on behalf of the Member Councils) shall pay rental for the workspace, furniture, fittings, equipment used by RRL Administration Centre staff in accommodation provided by the Wagga Wagga City Council. The charge shall be based upon the rental charge contained in the 2022-2023 budget with increases applied as prescribed in the associated lease agreement. This amount to be included as part of the annual budget for the RRL.
- 6.11 The Administering Council shall retain an agreed administration fee each year to compensate for the accounting, financial, human resources, fleet management and any other agreed functions performed by the Administering Council. This amount to be included as part of the annual budget for the RRL.

The split of responsibilities between the Administering Council and the RRL Administration Centre shall be as follows:

Administering Council	RRL Administration Centre
Governance and administrative support including RRL Advisory/Executive Committee meetings	Administration of RRL Advisory /Executive Committee meetings
Human resources support services (recruitment, corporate training, staff management, performance review, WHS policies)	Human resources administrative tasks and day-to-day staff management
Financial services (administer payroll, annual budget, procurement, accounts, annual statements, annual audit)	Financial administration and support; prepare annual budget; day-to-day budget management; employee timesheets; processing orders and clearance for payment; EOFY reconciliation; provide information for EOFY financial statements and audit
Fleet management including Mobile Library vehicle (procurement and maintenance of vehicles)	Maintain vehicles in good order; adhere to prescribed maintenance schedules
Provision of access to required council systems	Provide and maintain IT hardware and software
	Provide networking and telephony services and hardware
	Provide and administer rrl.nsw.gov.au domain and associated email, email archive, and website
	Provide and maintain a compliant document management system

6.12 The Administering Council (on behalf of the Member Councils) shall be responsible for meeting the costs of insuring:

- collection of the Riverina Regional Library
- mobile library and collections
- ICT equipment owned by RRL
- motor vehicles used by regional headquarters staff
- regional headquarters public liability and professional indemnity
- RRL Administration Centre furniture, fittings and contents

with the Administering Council named as the policy holder of such insurance(s) renewed each financial year.

Insurance for establishment stock is the individual responsibility of Member Councils, per clause 5.3 within the financial year that the establishment stock is purchased.

7. RESPONSIBILITIES OF THE ADMINISTERING COUNCIL

Coolamon Shire Council shall be the Administering Council for the term of this Agreement (as determined in accordance with clause 16) and will be responsible for the formation of the Advisory Committee and the provision of full administrative services to the Advisory Committee.

The service shall be provided in accordance with the policies established by the Administering Council in consultation with the RRL Manager at the time of signing this Agreement and thereafter upon the advice of the Advisory Committee in accordance with the provisions of the *Library Act 1939* (as amended from time to time and including but not limited to sections 10 and 10A) and the terms of this Agreement.

Administrative services provided by the Administering Council to the Advisory Committee shall include:

7.1 Appointment of RRL Administration Centre staff within an organisational structure approved by the Advisory Committee and determination of the desirable qualifications and grading of such staff in consultation with the RRL Manager in accordance with the current Local Government (State) Award.

For the purpose of continuity of service, cessation of service, superannuation contributions, taxation deductions, Workers Compensation Insurance, Holidays, Sick Leave and Long Service Leave, all RRL staff shall be deemed to be employees of the Administering Council. Member Councils shall indemnify and reimburse the Administering Council for all expenditure and any liabilities incurred by the Administering Council under this clause.

If there is a change of Administering Council, employee entitlements shall be transferred by the outgoing Administering Council to the incoming Administering Council in an amount no less than prescribed in the current

NSW Local Government (State) Award and the *Industrial Relations Act 1996*.

- 7.2 The keeping and auditing of all records and accounts in accordance with the provision of all Acts, regulations and by-laws.
- 7.3 The review of agendas and business papers, provided by the RRL Manager, for Committee meetings; the keeping of minutes of the meetings, provided by the RRL Manager; and the implementation of all decisions of the Advisory Committee.
- 7.4 The lodgement of all accountability documents and the signing of all contracts relating to the library service as required by law on decision of the Advisory Committee.
- 7.5 The employment conditions of RRL Administration Centre staff in accordance with the current NSW Local Government (State) Award and the *Industrial Relations Act 1996*.
- 7.6 The procurement, maintenance and sale of all vehicles owned on behalf of the RRL Administration Centre.
- 7.7 The following powers and duties of a local authority relating to the provision, control and management of the RRL as prescribed in Section 12(2) of the *Library Act 1939* as agreed by member Councils:
 - Administration of the RRL Advisory Committee and Executive Committee
 - Appointment and management of RRL Administration Centre staff
 - Administration of RRL finances
 - Administration of RRL vehicles

8. RIVERINA REGIONAL LIBRARY MANAGEMENT AND ADMINISTRATION

- 8.2 The position of RRL Manager shall be appointed by the Administering Council in consultation with the Advisory Committee.
 - 8.2.1 The RRL Manager shall be a qualified Librarian, and/or will hold a degree level qualification in a related field, and/or will have relevant practical experience in the library/information technology/management field/s .
 - 8.2.2 The RRL Manager shall be responsible to the General Manager of the Administering Council for the overall management of the services provided by the library service and to supervise and control RRL staff employed by the Administering Council.
 - 8.2.3 The RRL Manager shall provide administrative services and support to the Advisory Committee and the Executive Committee.

8.2.4 The RRL Manager shall attend meetings of the Advisory Committee and of the Executive Committee, but is not entitled to vote.

9. MANAGEMENT PLAN

9.1 The Advisory Committee shall adopt an annual Management Plan by 30 June in each year.

9.2 The RRL Manager shall, by February each year, provide each Member Council with a draft copy of the annual Management Plan, incorporating any requirements under the *Local Government Act 1993* and the *Library Act 1939*.

9.3 The Management Plan shall include the following financial information:

- i) The amount of funds currently held by the Administering Council on behalf of the Member Councils.
- ii) The amount of each Member Council's proposed financial contribution to the RRL for the financial year commencing 1 July in the relevant year.
- iii) The amount of funds to be received from any other source by the RRL in the financial year commencing 1 July in the relevant year.

9.4 The amount to be contributed to the RRL by each Member Council during each financial year shall be the amount specified in the Management Plan adopted by the Administering Council.

9.5 An agreed formula shall be used to determine the budget contribution for each Member Council which shall include a per capita contribution by member Councils (according to the most recent ABS census data available) and such other components as may be determined by the Advisory Committee from time to time. The formula (attached as Appendix Two) shall be reviewed and adopted quadrennially by the Advisory Committee in conjunction with the renewal of the RRL Deed of Agreement.

9.6 Should the Advisory Committee determine that the budget contribution for Member Councils involves an increase above the amount resulting from the application of the agreed funding formula (see clause 9.5 of this Agreement and Appendix Two) in any year, adoption will require the unanimous approval of Member Councils.

9.7 In addition to the contributions payable under this clause, a Member Council shall be responsible for the associated costs determined by RRL in providing any additional service or resource requested by that Member Council. These costs are to be paid within thirty days of the Member Council receiving an invoice from the RRL for the provision of such service or resources.

- 9.8 In the event that the proposed annual RRL Management Plan does not obtain the unanimous approval of the Member Councils, the matter shall be referred back to the Advisory Committee for review and subsequently may be adopted in its original or amended form by a majority of members of the Advisory Committee. In this event, contributions by member councils shall be the amounts specified as per clause 9.5 and Appendix Two. In the event of the proposed annual RRL Management Plan not obtaining a majority approval, the matter will be referred to the Administering Council for resolution and the resolution will be no more than the amounts specified as per clause 9.5 and Appendix Two. The adoption of the annual RRL Management Plan is binding on all Member Councils.
- 9.9 Each Member Council's financial contribution to the RRL shall be paid in half-yearly instalments during the months of July and January of each year.
- 9.10 Any Member Council may make a contribution to the RRL above the adopted contribution in any one year.

10. ASSETS

- 10.1 All Library materials, equipment and other assets held by the Administering Council and Member Councils at branch libraries are the property of individual Councils.
- 10.2 The RRL Manager shall maintain a current register of the assets owned by the Administering Council on behalf of RRL. The Assets Register will be tabled at the Advisory Committee's AGM.
- 10.4 The Administering Council shall be responsible for the maintenance, repair, replacement and operating costs of assets owned by the Administering Council on behalf of the RRL. The costs will be budgeted for and borne by the RRL.
- 10.5 Member Councils shall be responsible for the maintenance, repair, replacement and operating costs of assets owned by the respective Councils and provided for the use of the RRL.

11. ENTRY AND EXIT OF PARTIES

- 11.1 A Council which is not a party to this Agreement may, by supplementary agreement with the Member Councils, be admitted as a party to this Agreement and subject to the provisions of the supplementary agreement, shall have the same rights, duties and obligations of the Councils under this Agreement. The amount payable by the new Council for admission to membership in the RRL shall be as recommended by the Advisory Committee and resolved by the Administering Council.
- 11.2 A Member Council may withdraw from this Agreement having given not less than two years' notice in writing to the RRL Manager of its intention. The final date for providing notice of withdrawal from this Agreement is two years prior to the expiry of the Agreement.

- 11.3 A Member Council which has given notice under clause 11.2 must, unless otherwise agreed to by a majority of Member Councils, withdraw from this Agreement on 30 June in any year.
- 11.4 For the avoidance of doubt, unless this Agreement is dissolved in accordance with clause 13, a Member Council must either:
- a) give notice under clause 11.2 and withdraw from this Agreement under clause 11.3; or
 - b) enter an agreement which supersedes this agreement in accordance with clause 16 of this Agreement.
- or that Member Council will be deemed to have given notice in accordance with clause 11.2 and withdraw from this Agreement under clause 11.3 when the balance of Member Councils enter a superseding agreement.
- 11.5 A Member Council which withdraws from this Agreement shall be entitled to:
- the physical library collection currently allocated to libraries in the Council's area
 - the computer hardware and RFID hardware currently allocated to libraries in the Council's area in accordance with the RRL Information Technology Plan
 - a portion of the unrestricted funds held by the RRL (those being funds not held in reserves for a specific purpose) as at the last day of its membership of RRL, less an agreed amount which represents the administration costs to RRL of the withdrawal.
- 11.6 The portion of unrestricted funds to which a Member Council is entitled:
- i) Shall be calculated according to the value of the unrestricted funds as disclosed by the relevant audited financial statements
 - ii) Shall be in the same proportion as its financial contribution to the RRL over the four-year period prior to exit date, or since joining the RRL if the period is less than four years
 - iii) Will be taken as a cash payment.
- 11.7 A Member Council which withdraws from this Agreement shall be liable for a portion of the liabilities, including contingent liabilities, of the RRL as at the last day of its membership of RRL.
- 11.8 The portion of the liabilities and contingent liabilities to which a Member Council is liable:
- i) Shall be calculated according to the liabilities and contingent liabilities as disclosed by the relevant audited financial statements and reports, and any notes attached to them; and

- ii) Shall be in the same proportion as its financial contribution to the RRL over the previous four-year period or since joining the RRL if less than four years.

11.9 It is agreed by all Member Councils that the decision of the RRL Advisory Committee shall be final and binding in respect of calculating the unrestricted funds and liabilities of the Advisory Committee at any time and of the books, computer and RFID hardware, and cash to be apportioned or paid to a Member Council upon termination, withdrawal or expulsion pursuant to this Agreement.

11.10 All Member Councils agree that there shall be a right of appeal in respect of any such decision with the Library Council of New South Wales to act as arbitrator in any dispute regarding the allocation of assets to Regional Libraries on the exit of a Member Council.

12. DISPUTE RESOLUTION

In the event of any dispute or difference arising between the Member Councils concerning matters related to the Library Service, and where they are unable to agree on any such matter, then such a dispute, difference or inability to agree shall be submitted by the Advisory Committee to the Library Council of NSW for mediation and advice as prescribed under section 12(5) of the *Library Act 1939* as amended.

12 (5) It shall be a term of every agreement made under this section, whether the agreement is made before or after the day appointed and notified under section 2 (2) of the Library (Amendment) Act 1977, that any dispute arising under the agreement shall, on the application to the Council of a party to that agreement, be settled by arbitration by an arbitrator appointed by the Council.

13. DISSOLUTION

13.1 The RRL may be dissolved by agreement of at least two thirds of the parties to this Agreement including those admitted as a party by supplementary agreement on the 30th June in the following calendar year. The conclusion of this Agreement, the withdrawal of one or more Member Councils during the term of this Agreement or at the conclusion of this Agreement, or the discontinuation of membership by any one or more Member Councils does not constitute a dissolution unless a dissolution is agreed by at least two thirds of the parties to this Agreement.

13.2 If the RRL is dissolved under this clause:

- i) Each Member Council shall be entitled to a portion of the Riverina Regional Library's assets calculated according to its proportion of financial contribution and the assets held at its branch libraries. Distribution of assets shall be determined as follows:

- a) Each Member Council shall be entitled to retain the computer and RFID hardware at the library premises within their local authority area.
 - b) Each Member Council shall be entitled to retain the current collection of books and other library resource materials at the library premises within their local authority area. Items on loan to other libraries should be returned to the home branch.
 - c) The software licences used by the libraries within a Member Council's area should be retained by that Member Council, or assigned to that Member Council for the remainder of the period for which software licences are paid
 - d) The Mobile Library is to be sold at public auction and the proceeds of the sale be distributed between the Member Councils who use the mobile library at the time of the dissolution on the same basis that they contributed to it.
 - e) The remaining tangible property (not dealt with above) which is held at the RRL Administration Centre by the Administering Council on behalf of the Member Councils of the RRL shall be sold at public auction and the proceeds of the sale be distributed between the Member Councils in the same proportion as its financial contribution to the RRL over the previous five-year period or since joining the RRL if less than five years.
 - f) If there are any funds left over after all liabilities have been met by the Administering Council in relation to the RRL, then these funds should be distributed to the Member Councils in the same proportion as their financial contribution to the RRL, over the previous five-year period or since joining the RRL if less than five years.
- ii) Each Member Council shall be liable for a portion of the liabilities and contingent liabilities of the RRL in the same proportion as its financial contribution to the RRL over the duration of this agreement.

14. EXPULSION OF A MEMBER COUNCIL

14.1 Upon the passing of a recommendation having the support of the members of a majority of the Advisory Committee for the expulsion from the Agreement of a Member Council, and after opportunity accorded to the members of that Member Council to be heard and or make written submissions to the Advisory Committee prior to such a resolution being made, then such Council shall be expelled from the Agreement and from the benefits of this Agreement to take effect on 30 June in the following calendar year after notification by the Administering Council.

14.2 In such case the expelled Council shall be entitled to:

- the physical library collection currently allocated to libraries in the Council's area
- the computer hardware and RFID hardware currently allocated to libraries in the Council's area under the RRL Information Technology Plan

- a portion of the unrestricted funds held by the RRL (those being funds not held in reserves for a specific purpose) in the same proportion as its financial contribution to the RRL over the previous four-year period or since joining the RRL if less than four years, at the date of expulsion and after provision for payment thereof of all the liabilities of the Advisory Committee as prescribed in clause 11 of this Agreement.

15. STANDARDS OF SERVICE

- 15.1 The standard of library service to be provided shall be reviewed annually, particularly with regard to expenditure on library resources and staff, with a view to raising the standard by stages towards a target level determined in the approved Management Plan.
- 15.2 Specific Service Level Agreements will be maintained with each Member Council to ensure services are being provisioned to the agreed standards and targets. These Agreements will include collection development, collection management, provision of information services, technical services and systems development, training programs and the provision of library programs.

16. CURRENCY OF AGREEMENT

- 16.1 The term of this agreement shall be for a period of not less than four (4) years, and not more than five (5) years, from 1 July 2022 unless:
- a) dissolved in accordance with clause 13; or
 - b) superseded by any subsequent Agreement of the Member Councils expressed to supersede this Agreement.

Note: *It is intended that the Member Councils will enter a superseding agreement commencing on the fourth anniversary of this agreement. This agreement provides that it operates for a fifth year in the event that not all Member Councils have entered any superseding agreement, to avoid any disagreement regarding the enforceability of this agreement's terms during that fourth year, and to resolve the entitlements and liabilities of the parties, in that fifth year.*

- 16.2 This Agreement supersedes in all respects all preceding agreements relating to the provision of library services between the Councils of Bland, Coolamon, Cootamundra-Gundagai, Federation, Greater Hume, Junee, Leeton, Lockhart, Snowy Valleys and Temora.
- 16.3 In the event of any amalgamations or de-amalgamations the Administering Council, in consultation with the Advisory Committee, will review the Agreement and provide a report recommending necessary actions for the continuance of the RRL.

- 16.4 Where this agreement has been in force for not less than four (4) years and the agreement has not been dissolved in accordance with clause 13 or superseded by an agreement of all Member Councils, this agreement may be superseded by an Agreement of not less than one third of all Member Councils, such agreement having been offered in good faith to all Member Councils.
- 16.5 If this agreement is superseded under clause 16.4, any Member Council to this agreement who is not a party to the superseding agreement is deemed to have given a notice under clause 11.2 and exited this Agreement on 30 June in the fourth year of this Agreement.

17. APPOINTMENT OF ADMINISTERING COUNCIL

The RRL Manager shall call for expressions of interest to fill the position of Administering Council for any superseding Agreement 12 months prior to the fourth anniversary of this Agreement, and the Advisory Committee may elect, by agreement, a new Administering Council by a majority of its members.

The incumbent Administering Council shall be deemed as the Administering Council for any superseding Agreement unless:

- the Administering Council gives 12 months notice before the fourth anniversary of the current Deed of Agreement to relinquish the role;
- the Administering Council withdraws from the Agreement in accordance with clause 11; or
- a new Administering Council, in agreement to undertake the role, is elected by a majority of the Advisory Committee members.

18. ELIGIBILITY FOR STATE SUBSIDY PAYMENTS

- 18.1 Member Councils of RRL will comply with the provisions of Section 13 of the *Library Act 1939* in order to be eligible for library subsidy payments from the state.

19. REVIEW OF AGREEMENT

Following the granting of Royal Assent to a revised Library Act, all member councils of RRL agree to have this Library Agreement reviewed in accordance with the provisions of the new Act in order to achieve compliance.

20. OTHER

Any provision of the Agreement or part thereof which in any way contravenes any applicable law of the Commonwealth of Australia or of the State of New South Wales thereof or which is declared by any court of the Commonwealth or the State of New South Wales to be void or unenforceable shall to the extent of such contravention of law, invalidity or unenforceability be deemed to be separate and shall not affect any other provision or part thereof of this Agreement.

APPENDIX ONE**Election of Office Bearers and the Executive Committee****(Reference: Item 4.2 of the Riverina Regional Library Agreement)**

Any election of the Executive Committee shall be conducted in the form of a mayoral election in accordance with Part 1 of Schedule 7 of the *Local Government (General) Regulation 2005*, whereby any provision in that part that refers to a councillor or councillors shall be taken to refer to a member or members of the Advisory Committee, and any provision of that Part which refers to the mayor or deputy mayor up for election shall be taken to refer to the Executive Committee position(s) to be filled.

A Returning Officer is to be appointed to record the election for the period of the election process, with nominations accepted from the floor, requiring a mover and seconder from the members or alternate members of the Advisory Committee present, as the case may be, with consent of the nominee.

If only one member is nominated for a position and accepts the nomination, that member shall be elected.

If two members are nominated, voting shall be by a show of hands. The member who receives the highest number of votes shall be elected.

If the votes are tied, the member elected will be drawn by lot.

If three or more members are nominated, voting shall be by a show of hands. After the first count, the member with the lowest number of votes (or the members in excess of the number required for the Executive Committee with the lowest number of votes) is/are excluded. If the votes are tied, the member excluded will be drawn by lot.

APPENDIX TWO**Riverina Regional Library Member Councils' Contributions Model****(Reference: Item 9.5 of the Riverina Regional Library Agreement)**

- i) The total contribution for this agreement will be the adopted 2022-2023 RRL budget.
- ii) The Member Councils' Contributions Model will be indexed to base rate pegging each financial year.
- iii) The model will include a per capita component and a proportion of the total contributions calculated by a calibrated per branch cost formula.
- iii) Adequate provision shall be made for building, IT equipment, office furniture and fittings, and plant through annual contribution to reserves.
- iv) The funding provided for Riverina Regional Library Administration Centre staffing in year one of the Agreement shall not be less than the amount allocated in the adopted 2022-2023 budget. Annual adjustments to actual employment costs of RRL Headquarters staff shall be applied as prescribed in the funding formula, in accordance with current NSW Local Government (State) Award. Any proposed variations to the adopted RRL organisational structure or associated budget shall be endorsed by the RRL Advisory Committee and administered by the Administering Council.
- v) 100% provision for employee entitlements of RRL Headquarters staff for the period of this agreement will be held in reserve.
- vii) Increases in contributions for operational and resourcing costs shall be based on annual base rate pegging increases, unless varied in accordance with clause 9.6
- viii) Increases in contributions for employee costs will be based on actual costs.
- ix) Total expenditure on collection resources in the adopted 2022-2023 budget will be the amount for future base rate pegging adjustments for collection resources expenditure. Any increase in collection resource funding will be applied in accordance with the Member Councils' Contributions Model.
- x) Mobile Library costs will be shared amongst Councils receiving mobile library services based on an hours of service calculation, which includes travel time and opening hours.
- xi) Member Councils shall pay the required contribution to the RRL in accordance with the agreed Member Councils' Contributions Model and retain all state government payments and grant funding other than grant funding for specific projects administered by the RRL Administration Centre.

IN WITNESS whereof the parties hereto have signed below on the day and year firstly hereinbefore written.

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF BERRIGAN

was hereunto affixed on the _____ day of _____ 2024, in pursuance of a resolution of the Council dated the _____ day of _____ 2024, in the presence of:

.....
Mayor General Manager

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF BLAND

was hereunto affixed on the _____ day of _____ 2024, in pursuance of a resolution of the Council dated the _____ day of _____ 2024, in the presence of:

.....
Mayor General Manager

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF COOLAMON

was hereunto affixed on the _____ day of _____ 2024, in pursuance of a resolution of the Council dated the _____ day of _____ 2024, in the presence of:

.....
Mayor General Manager

THE COMMON SEAL of THE COUNCIL OF
COOTAMUNDRA-GUNDAGAI

was hereunto affixed on the _____ day of
_____ 2024, in pursuance of a resolution of
the Council dated the _____ day of
_____ 2024, in the presence of:

.....

Mayor

.....

General Manager

THE COMMON SEAL of THE COUNCIL OF
FEDERATION

was hereunto affixed on the _____ day of
_____ 2024, in pursuance of a resolution of
the Council dated the _____ day of
_____ 2024, in the presence of:

.....

Mayor

.....

General Manager

THE COMMON SEAL of THE COUNCIL OF
GREATER HUME

was hereunto affixed on the _____ day of
_____ 2024, in pursuance of a resolution of
the Council dated the _____ day of
_____ 2024, in the presence of:

.....

Mayor

.....

General Manager

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF JUNEE

was hereunto affixed on the _____ day of _____ 2024, in pursuance of a resolution of the Council dated the _____ day of _____ 2024, in the presence of:

.....
Mayor General Manager

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF LEETON

was hereunto affixed on the _____ day of _____ 2024, in pursuance of a resolution of the Council dated the _____ day of _____ 2024, in the presence of:

.....
Mayor General Manager

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF LOCKHART

was hereunto affixed on the _____ day of _____ 2024, in pursuance of a resolution of the Council dated the _____ day of _____ 2024, in the presence of:

.....
Mayor General Manager

THE COMMON SEAL of THE COUNCIL OF
SNOWY VALLEYS

was hereunto affixed on the _____ day of
_____ 2024, in pursuance of a resolution of
the Council dated the _____ day of
_____ 2024, in the presence of:

.....

Mayor

.....

General Manager

THE COMMON SEAL of THE COUNCIL OF THE
SHIRE OF TEMORA

was hereunto affixed on the _____ day of
_____ 2024, in pursuance of a resolution of
the Council dated the _____ day of
_____ 2024, in the presence of:

.....

Mayor

.....

General Manager