



Deed of Agreement
between
the Council of Coolamon
and the Councils of
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 two BETWEEN THE COUNCIL OF COOLAMON AND THE COUNCILS OF BLAND, COOTAMUNDRA-GUNDAGAI, FEDERATION, GREATER HUME, JUNEE, 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 Administration 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 Administration 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 Administration Council and Bland, Cootamundra-Gundagai, Federation, Greater Hume, Junee, Leeton, Lockhart, Snowy Valleys and Temora:

With the conditions hereinafter appearing AND WHEREAS the Member Councils have agreed that this agreement shall replace any other library agreements existing between the Administration Council and Bland, Cootamundra-Gundagai, Federation, Greater Hume, Junee, 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 Administration 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 A Riverina Regional Library Advisory Committee (hereafter called the Committee) shall be appointed by the Administration Council in accordance with s11 of the Library Act 1939 to advise the Councils on matters of library, information management networks and research, records management and archiving policy, including the preparation of policy statements and Management Plans and strategies 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 COMMITTEE

- 3.1 Each Council shall nominate two persons, one of which must be an elected member, (hereinafter referred to as delegates) to be members of a committee to be known as the Riverina Regional Library Advisory Committee (hereinafter referred to as "the Committee"). The delegates are appointed to the Committee by the Administration Council.
- 3.2 Each Member Council shall nominate one alternate delegate (hereinafter referred to as the alternate delegates) to the Committee to attend in the absence of delegates.
- 3.3 The Member Councils shall nominate their delegates and alternate delegate at the first Council meeting held after the quadrennial Local Government Elections.
- 3.4 Any vacancy occurring in the Committee by death, resignation, disqualification or otherwise, shall be filled by the appointment of a new delegate by the appropriate Council at its next Ordinary Meeting for the remainder of the quadrennial term. A Member Council will notify the Committee in writing of the new member's details.
- 3.5 Each delegate and alternate delegate may be removed from office at any time by the resolution of the appointing Council.

3.6 Each Member Council shall indemnify the Administration Council in respect of any liability incurred in relation to each of its appointed members.

4. PROCEEDINGS OF THE COMMITTEE

4.1 The Committee shall meet on not less than two occasions each year.

4.2 The meeting of the Committee immediately following the appointment of delegates by each of the Member Councils in Local Government election years shall be the meeting for the election of Office Bearers and the Executive Committee (see section 4.7) for the period until the next Local Government election and shall be known as the Annual General Meeting (AGM).

The election of Office Bearers and the Executive Committee will be conducted in accordance with Schedule 7 Part 1 of the Local Government Regulation 2005. The order of business to be conducted at the first AGM after a Local Government 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

The final meeting for the year will be the AGM in years between Local Government elections. 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 Schedule 7 of the Local Government General Regulation 2005. (*See Appendix One for Election Procedure*)

4.4 The Manager RRL shall call an extraordinary meeting on the request of the Chairperson or any three members of the 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), and the Regulations made there under shall apply to the conduct of Meetings and General Business of the Committee.

- 4.5.1 The quorum for a meeting of the RRL Advisory Committee is a majority of delegates or alternate delegates appointed by Member Councils
- 4.5.2 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 Administration Council on matters arising from that meeting
- 4.6 Each Member Council has two votes. Delegates or alternate delegates must be present at meetings, either in person or online, to cast their vote.
- 4.7 The Executive Committee, comprising the Chairperson, Deputy Chairperson and four other delegates appointed by the Committee, two of which must be elected members, and two of which must be Council officers together with the Manager RRL, shall form a Working Group within the Committee to act on urgent issues as required by the Committee and develop plans and policies for presentation to the Committee. Business shall not be transacted at any meeting of the Executive Committee unless a majority of members be present.
- 4.8 In the event of a vacancy occurring in the Executive Committee by reason of death, resignation, disqualification or otherwise, the Committee shall fill the vacancy by appointment of a member of the Committee to the Executive Committee.
- 4.9 Any notice of motion recommending amendment of this Agreement by the Committee shall be given in writing by the Member Councils at least one month before the meeting of the 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 two thirds of the Member Councils.

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 Manager RRL and, at its own expense provide suitable Branch Library buildings within their respective council area complete with the necessary fittings and furnishings, computer and RFID equipment 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 Manager RRL. The Manager RRL 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 (e.g. cash register, DVD cleaner, annual collection costs, circulation hardware and software, RFID hardware and software, security gates) 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 Manager RRL.
- 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 COMMITTEE

- 6.1 To conduct its meetings and business and to ensure its records and accounts are kept in accordance with the provisions of the Local Government Act and Regulations, 1993, the Library Act Section 11 and Regulations, 1939 (as amended), and of this agreement.
- 6.2 To provide annually to member Councils the estimates of expenditure and income for the ensuing year in accordance with the requirements of Section 9.5
- 6.3 To provide member Councils with copies of the Minutes of each meeting of the RRL Advisory Committee.
- 6.4 To submit to the Councils an annual report which shall include details of the activities of the Library Committee and the Regional Library 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 RRL Management Plan as required of Councils under 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 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 Committee shall pay rental for the workspace, furniture, fittings, equipment used by Riverina Regional Library 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 Riverina Regional Library.
- 6.11 To pay to the Administration Council each year an agreed administration fee to compensate for the accounting, financial, human resources, fleet management and any other agreed functions performed by the Administration Council. This amount to be included as part of the annual budget for the Riverina Regional Library.

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

Administration Council	Riverina Regional Library 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 paysheets; 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 telephony service, handsets and mobile devices
	Provide and administer email system and email archive platform
	Provide and maintain RRL website and website platform
	Provide and maintain a compliant document management system
	Provide and maintain physical internet networking requirements to meet RRL Administration Centre needs

6.12 The Committee 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

The Administration Council will be named as the policy holder. Insurance for establishment stock is the individual responsibility of member Councils (see 5.3).

7. RESPONSIBILITIES OF THE ADMINISTRATION COUNCIL

A RRL member Council will agree to become the RRL Administration Council for a period of four years between quadrennial Local Government elections. In the event that the term of NSW councils is longer or shorter than 4 years, the Administration Council will be considered appointed for that period.

The incumbent RRL Administration Council will be considered to be ongoing in the role unless:

- The Administration Council gives 12 months notice from expiry of the current Deed of Agreement to relinquish the role
- The Administration Council withdraws from RRL

Coolamon Shire Council shall be the Administration Council in the period of this agreement and will be responsible for the formation of the RRL Advisory Committee and the provision of full administrative services to the Committee. The service shall be provided in accordance with the policies established by Coolamon Shire Council in conjunction with the Manager RRL at the time of signing this agreement and thereafter decided upon with the advice of the Committee in accordance with the provisions of the Library Act 1939 (as amended), including Sections 10 and 10a as specified, and this agreement.

It should be noted that this Agreement provides a mechanism for dispute resolution and mediation as detailed in Section 12.

Administrative services provided by the Administration Council to the Committee shall include:

- 7.1 Appointment of RRL Administration Centre staff within an approved organisational structure and determination of the desirable qualifications and grading of such staff in consultation with the Manager RRL.

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 Administration Council. The Committee shall indemnify and reimburse the Administration Council for all expenditure and any liabilities incurred by the Administration Council under this Section.

If there is a change of Administration Council, employee leave entitlements shall be transferred by the outgoing Administration Council to the incoming Administration Council in an amount no less than prescribed in the current NSW Local Government (State) Award.

- 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 Manager RRL, for Committee meetings; the keeping of minutes of the meetings, provided by the Manager RRL; and the implementation of all decisions of the 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 Committee.
- 7.5 The employment conditions of RRL Administration Centre staff.
- 7.6 The procurement, maintenance and sale of all vehicles owned on behalf of the Committee.
- 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:
- 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 Manager RRL shall be appointed by the Administration Council in consultation with the Committee.
- 8.2.1 The Manager RRL 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 Manager RRL shall be responsible to the General Manager of the Administration Council for the overall management of the services provided by the library service and to supervise and control RRL staff employed by the Administration Council.
- 8.2.3 The Manager RRL shall provide administrative services and support to the Committee and the Executive Committee.
- 8.2.4 The Manager RRL shall attend meetings of the Committee and of the Executive Committee, but is not entitled to vote.

9. MANAGEMENT PLAN

- 9.1 The Committee shall adopt an annual RRL Management Plan by 30 June in each year.
- 9.2 The Committee shall, by February each year, provide each Member Council with a copy of the Riverina Regional Library's draft annual Management Plan, incorporating any requirements under the Local Government Act 1993 and the Library Act.

- 9.3 The proposed annual Riverina Regional Library Management Plan shall also include the following financial information
- i) The amount of funds currently held by the Administration Council on behalf of the Riverina Regional Library.
 - ii) The amount of each Member Council's proposed financial contribution to the RRL for the financial year commencing 1 July.
 - iii) The amount of funds to be received from any other source by the RRL in the financial year commencing 1 July.
- 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 Riverina Regional Library's adopted annual Management Plan as the contribution of that Member 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 Committee from time to time. The formula (attached as Appendix 2) shall be reviewed and adopted quadrennially by the Committee in conjunction with the renewal of the RRL Deed of Agreement.
- 9.6 Should the 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 section 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 Section, 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 Committee for review and subsequently may be adopted in its original or amended form by a majority of members of the Committee. In this event, contributions by member councils shall be the amounts specified as per Section 9.5 and Appendix One. In the event of the proposed annual RRL Management Plan not obtaining a majority approval, the matter will be referred to the Administration Council for resolution and the resolution will be no more than the amounts specified as per Section 9.5 and Appendix One. 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 Administration Council and Member Councils at branch libraries are the property of individual Councils.
- 10.2 The Manager RRL shall maintain a current register of the assets owned by the Administration Council on behalf of RRL. The Assets Register will be tabled at the Committee's Annual General Meeting.
- 10.3 Member Councils, unless otherwise agreed to, are to give a minimum of two years notice in writing of its intention to withdraw assets from the use of the RRL.
- 10.4 The Administration Council shall be responsible for the maintenance, repair, replacement and operating costs of assets owned by the Administration 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 Committee and resolved by the Administration Council.
- 11.2 A Member Council may withdraw from this Agreement having given not less than two years' notice in writing to the Manager RRL 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 Section 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 A Member Council which intends not to continue its membership of RRL at the conclusion of this Agreement must provide not less than two years' notice in writing to the Manager RRL of its intention. The final date for providing notice not to continue membership of RRL is two years prior to the expiry of the Agreement.
- 11.5 A Member Council which has given notice under Section 11.4 must, unless otherwise agreed to by a majority of Member Councils, not continue its membership of RRL after the end of the Agreement on 30 June.
- 11.6 A Member Council which withdraws from this Agreement or does not continue its membership of RRL at the conclusion of 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
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 It is agreed by all Member Councils that the decision of the RRL Executive Committee shall be final and binding in respect of calculating the unrestricted funds and liabilities of the 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.

11.11 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 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 councils during the period of this Agreement or at the conclusion of this Agreement, or the discontinuation of membership by one or more 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 Section:

- 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 Administration 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 Administration 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 delegates of a majority of the Committee for the expulsion from the Agreement of a Member Council, and after opportunity accorded to the delegates of that Member Council to be heard and or make written submissions to the Committee prior to such a resolution being made, then such Council shall be expelled from the Committee and from the benefits of this Agreement to take effect on 30 June in the following calendar year after notification by the Administration 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 Committee as prescribed in Section 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 expenditures 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 This agreement shall continue in force for a period of four (4) years from 1 July 2022 unless dissolved in accordance with Clause 13.
- 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 the Administration Council, in consultation with the Committee, will review the Agreement and provide a report recommending necessary actions for the continuance of the RRL.
- 16.4 For the sake of clarity, even though the Agreements are renewed every 4 years they are rolling agreements by all parties unless membership of RRL is terminated under clause 11,13 or 14 of this Agreement. Failure by a member Council to renew the agreement is taken to be an exit of that member Council and will be administered under item 11 (*Entry and Exit of Parties*) of this Agreement.

17. ELIGIBILITY FOR STATE SUBSIDY PAYMENTS

- 17.1 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.

18. 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.

19. 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)

In accordance with Schedule 7 Part 1 of the Local Government Regulation 2005, a Returning Officer is to be appointed to record the election for the period of the election process.

Nominations will be accepted from the floor, requiring a mover and seconder as well as the 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 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 replacement of IT and other equipment, furniture and fittings at the RRL Administration Centre, as well as Mobile Library vehicles 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. Any proposed variations to the adopted RRL organisational structure shall be endorsed by the RRL Advisory Committee and administered by the Administration 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, reserves and resourcing costs shall be based on annual rate pegging increases, unless varied in accordance with Section 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 base amount for future rate pegging adjustments for collection resources expenditure.
- x) Any increase will apply to the per capita contribution in order to reflect population variances between Member Councils, and to the per branch cost to reflect the varying number of libraries provided Member Councils.
- xi) 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.
- xii) Member Councils shall pay the required contribution to the RRL in accordance with the agreed funding formula 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 BLAND

was hereunto affixed on the _____ day of _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, 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 _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF COOTAMUNDRA-GUNDAGAI

was hereunto affixed on the _____ day of _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF FEDERATION

was hereunto affixed on the _____ day of _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF GREATER HUME

was hereunto affixed on the _____ day of _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, 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 _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, 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 _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, 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 _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF SNOWY VALLEYS

was hereunto affixed on the _____ day of _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, 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 _____ 2022, in pursuance of a resolution of the Council dated the _____ day of _____ 2022, in the presence of:

.....
Mayor

.....
General Manager