

**CENTRAL NORTHERN REGIONAL
LIBRARY**

AGREEMENT

2021

**CENTRAL NORTHERN REGIONAL LIBRARY AGREEMENT
2021**

THIS AGREEMENT is made the first day of July 2021

BETWEEN:

TAMWORTH REGIONAL COUNCIL of 437 Peel Street, Tamworth in the State of New South Wales;

LIVERPOOL PLAINS SHIRE COUNCIL of 60 Station Street, Quirindi in the State of New South Wales;

NARRABRI SHIRE COUNCIL of 46-48 Maitland Street, Narrabri in the State of New South Wales;

URALLA SHIRE COUNCIL of 32 Salisbury Street Uralla in the State of New South Wales;

WALCHA COUNCIL of 2 Hamilton Street, Walcha in the State of New South Wales;

AND

GWYDIR SHIRE COUNCIL of 33 Maitland Street, Bingara in the State of New South Wales and 52 Hope Street, Warialda in the State of New South Wales

WHEREAS

- A. On the 1st of July 2010 the Councils identified above (with the exception of Gwydir Shire Council) entered the Central Northern Regional Library Agreement dated 1 July 2010 (“the Regional Library Agreement”).
- B. The Councils of Liverpool Plains Shire, Narrabri Shire, Uralla Shire and Walcha agreed to delegate their powers and duties relating to the provision, control and management of libraries, library services, library services and information services to Tamworth Regional Council and Tamworth Regional Council accepted this delegation.
- C. The Regional Library Agreement recorded the terms upon which the Tamworth Regional Council would provide library services to the Delegating Councils of Liverpool Plains Shire, Narrabri Shire, Uralla Shire and Walcha.
- D. By clause 9.2 of the Regional Library Agreement, the Gwydir Shire Council sought to join the Central Northern Regional Library (“CNRL”) as one of the Delegating Councils and the CNRL Committee approved the request by Gwydir Shire Council to join the CNRL as one of the Delegating Councils by which all parties executed a Variation of the Regional Library Agreement on 1 July 2012.

- E. The Councils who are parties to this Agreement have adopted the *Library Act 1939* (“the Act”) pursuant to Section 8 of the Act.
- F. Councils which have adopted the *Library Act 1939* must comply with and observe the requirements of part 3, Division 2 of the Act. In general terms, these requirements relate to the provision, control and management of library services to the community.
- G. The Councils of Liverpool Plains Shire, Narrabri Shire, Uralla Shire, Walcha and Gwydir Shire (hereafter referred to as “the Delegating Councils”) seek to delegate their powers and duties relating to the provision, control and management of libraries, library services and information services to Tamworth Regional Council. This delegation is made pursuant to section 12(1) of the Act.
- H. Tamworth Regional Council has agreed to accept the delegation and provide library services to the Delegating Councils to the standard required by the Act.
- I. The Parties have recorded the terms upon which the Tamworth Regional Council will provide library services to the Delegating Councils in this Agreement.
- J. All parties to this Agreement expressly agree to the Distribution of Assets outlined in schedule 4 of this Agreement to reflect the introduction of the Gwydir Shire Council to the CNRL on 1 July 2012.

The parties hereby agrees as follows:

1. Name of the Library Services

- 1.1. The library service provided by the Tamworth Regional Council to the Delegating Councils shall be referred to as Central Northern Regional Library (“CNRL”).

2. Delegation of Powers and Duties

- 2.1. For the purposes of section 12(1) of the Act, the Delegating Councils hereby delegate all their powers and duties relating to the provision, control and management of libraries, library services and information services to Tamworth Regional Council. Draft Library Policy documents will be submitted to the CNRL Committee for consultation before being presented to Tamworth Regional Council for adoption.
- 2.2. In consideration of the delegation and the terms of this Agreement, Tamworth Regional Council hereby agrees to provide, control and manage the library services described in Schedule 1 as varied from time-to-time in consultation with the Central Northern Regional Library Committee constituted pursuant to this Agreement.

3. Central Northern Regional Library Committee to be constituted

3.1. In accordance with section 11 of the Act, Tamworth Regional Council shall constitute a library committee which shall be known as the Central Northern Regional Library Committee (CNRL Committee).

3.2. The Central Northern Regional Library Committee shall be constituted as follows:-

- Each delegating Council shall have the right to nominate one person for appointment to the CNRL Committee subject to clause 3.3
- Tamworth Regional Council shall appoint one person to the CNRL Committee in addition to the appointments which may be made in the nominations of the Delegating Councils.

3.3. A Delegating Council which nominates a person for appointment to the Central Northern Regional Library Committee pursuant to clause 3.2, must indemnify Tamworth Regional Council in relation to all claims and liabilities of any description whatsoever, which may be made at any time by the nominated person in connection with the performance of his/her role on the Central Northern Regional Library Committee.

This indemnity shall include (but still not be limited to):-

- Provision of transport or reimbursement for transport costs;
- Claims arising from personal injuries or death of the nominated person or caused by the nominated person when performing the CNRL Committee role.

3.4. The CNRL Committee will meet at least twice per year in November and February, or more frequently if required, to discuss matters of policy and operational issues.

3.5. The Central Northern Regional Library Committee (“the CNRL Committee”) will be subject to the Code of Conduct of Practice and other procedure guidelines and requirements which apply to all Tamworth Regional Council Committees which are established to exercise Council functions under section 355 of the Local Government Act 1993. It is clearly acknowledged and understood by all the parties to this agreement that no bodies created by or under this Agreement are committees established under s 355 of the Local Government Act 1993.

3.6. Each member of the CNRL Committee shall have one vote.

- 3.7. Tamworth Regional Council shall from time to time determine the number of members of the CNRL Committee which shall constitute a quorum at meetings of the Committee.

4. Responsibilities of Tamworth Regional Council

Tamworth Regional Council has the following responsibilities pursuant to this Agreement:

- 4.1. Tamworth Regional Council, as the administering council, will provide control and manage the CNRL Regional Library Service in accordance with the Library Act 1939 (NSW)
- 4.2. Provision of public library services described in schedule 1 at the location as identified in Schedule 2 (as amended from time-to-time with the consent of the Delegating Councils) at a standard recommended by the Library Council of New South Wales.
- 4.3. The development and maintenance of a concise statement of the vision and aims of Central Northern Regional Library.
- 4.4. The preparation, implementation and monitoring of a five year Strategic Plan for the overall direction of the Library Service supported by an annual Management Plan.
- 4.5. The preparation and review of policy statements on relevant aspects of providing the library service (after consultation with the Central Northern Regional Library Committee)
- 4.6. The pursuant of co-operative and collaborative projects with libraries and library systems in the wider library network.
- 4.7. Preparation and adoption of a budget for the operation of the Central Northern Regional Library Service including the determination of the contributions payable by Delegating Councils for the provision of library services each financial year.

5. Budget for Central Northern Regional Library Service

- 5.1. The Central Northern Regional Library budget for each financial year must address the issues identified in Schedule 3.
- 5.2. Tamworth Regional Council is responsible for preparing the budget for the Central Northern Regional Library.

- 5.3. Tamworth Regional Council will use the following process when preparing a budget for the following financial year:
- Tamworth Regional Council must submit a draft budget to the CNRL Committee by 30th November;
 - The CNRL Committee must review the draft budget and provide written comments to Tamworth Regional Council by 15 January;
 - Tamworth Regional Council must review any comments received from the CNRL Committee, and following the incorporation of any amendments which may be required, must forward a copy of the draft budget to each of the Delegating Councils by 28th February;
 - The Delegating Councils must submit any comments they wish to make on the draft budget to Tamworth Regional Council in writing prior to 31st March;
 - Tamworth Regional Council must review the comments submitted by any Delegating Council and make any amendments to the draft budget which Tamworth Regional Council considers appropriate; and
 - The final Central Northern Regional Library budget must be issued to all Delegating Councils by 30th April.

6. Payments by Delegating Councils

- 6.1. The Delegating Councils must make a payment to Tamworth Regional Council in consideration of the Central Northern Regional Library service provided by Tamworth Regional Council pursuant to this Agreement.
- 6.2. The amount payable by each Delegating Council to Tamworth Regional Council shall be determined in each annual budget for the operation of Central Northern Regional Library.
- 6.3. Tamworth Regional Council will issue a tax invoice to each Delegating Council for the annual payment to be made by the Delegating Council.
- 6.4. The Delegating Councils must make the payment within 28 days of receiving a tax invoice issued by Tamworth Regional Council.
- 6.5. In the event of a Delegating Council not making payment as set out in clause 6.4 hereof, then interest will become due and payable at the rate of 3% per annum calculated daily on the outstanding balance.

7. Assets

- 7.1. Tamworth Regional Council shall own the assets acquired from the Central Northern Regional Library's budget subject to the "reimbursement rights" held by each of the Delegating Councils as provided in this Clause.
- 7.2. Tamworth Regional Council must maintain an asset register which records the assets acquired using the Central Northern Regional Library budget.
- 7.3. Upon the termination of this Agreement, proportion of the assets identified in the asset register shall be distributed to the Delegating Councils. The method for determining the asset distribution to each Delegating Council is specified in Schedule 4 to this Agreement.

8. Facilities and Resources provided by Delegating Councils

- 8.1. Each Delegating Council must provide the facilities and resources described in this clause in addition to any other payment or obligation described in this Agreement.
- 8.2. Each Delegating Council must provide the library building(s) identified in Part 2 of Schedule 2 ("the Buildings") which are located within the local government area of that Council. The Delegating Council shall be responsible for all costs associated with the proper and prudent management of the Buildings located in their local government area, including, but not limited to:
 - all maintenance costs associated with the building;
 - all service costs (such as waste, water, power and gas, fire control, security); and
 - all insurance premiums (including premiums for building insurance, public liability insurance, contents insurance).
- 8.3. Each Delegating Council must provide library staff as required to operate the library at the Buildings in their own local government area including all costs of every description associated with their employment, including (but not limited to) salaries, workers compensation, taxes, leave entitlements and superannuation, membership of professional associations, expenses for attendance at relevant conferences and training.
- 8.4. Each Delegating Council shall be responsible for any additional costs associated with the provision of any local library services provided in their local government area by CNRL which are services which are additional to the services provided pursuant to the terms of this Agreement.

- 8.5. Delegating Councils can provide additional library resources in their branches to those budgeted for in the CNRL annual resources budget. Additional resources must meet the Regional Resources Policy and will be catalogued and processed at no additional cost to that Council.

9. Terms of Agreement – Councils joining CNRL

- 9.1. Joining CNRL as a result of Council amalgamation:

Newly amalgamated Councils made up from at least one existing CNRL member Council can be absorbed into CNRL and with contributions remaining at the same rate per capita as for existing councils.

- 9.2. Councils joining CNRL other than as a result of Council amalgamation:

Councils wishing to join CNRL will be considered in the first instance by the CNRL Executive who will conduct a cost benefit analysis and make a recommendation to the CNRL Committee. Where Councils are located outside a 200km radius of Tamworth the contribution per capita for that Council will be calculated to reflect any additional costs incurred in servicing this Council.

10. Terms of Agreement, Withdrawal and Termination

The term of this Agreement shall be 5 years commencing on 1 July 2021 and termination on 30 June 2026.

- 10.1. Voluntary Withdrawal

Any party to this Agreement wishing to end this Agreement before the expiry of the Term must raise concerns leading to this action with the Committee in the first instance. CNRL retains the right to invite a mediator or representative of the State Library of New South Wales to attend discussions. Should discussion fail to resolve issues discussed then written notice must be given to each member Council within CNRL. This notice must specify a period, prior to the date upon which the Agreement will end pursuant to the notice and this period must be determined as follows:

- 10.1.a. If the notice is given between 1st July and 31 October of any financial year, the notice must specify that the Agreement shall end on 30 June in that financial year.
- 10.1.b. If the notice is given between 1st November and 30 June in any financial year, the notice must specify that the Agreement will end no sooner than 30 June in the following financial year or at any agreed later date.

10.1.c. Costs incurred by CNRL as a result of a voluntary withdrawal will be the responsibility of the withdrawing Council. These costs will include but not be limited to, staff redundancy costs, database cleanup, printing and stationery changes and website update.

10.2. Forced Withdrawal

Forced withdrawal as a result of amalgamation with a Council outside of CNRL must be raised with the CNRL Committee for consideration before giving written notice to each other party within CNRL.

10.2.a. If the notice is given between 1st July and 31 October of any financial year, the notice must specify that the Agreement shall end on 30 June in that financial year.

10.2.b. If the notice is given between 1st November and 30 June in any financial year, the notice must specify that the Agreement will end no sooner than 30 June in the following financial year or an agreed later date.

10.2.c. Costs incurred by CNRL as a result of forced withdrawal in this manner will be shared proportionally by all CNRL Councils including the withdrawing Council. Tamworth Regional Council on behalf of CNRL will formally seek financial assistance to cover the cost from the Library Council of NSW.

10.2.d. Forced withdrawal may also occur as a result of misconduct, insolvency or other matters that are brought to the attention of the CNRL Committee. In that event:

10.2.e. Notice will be given to the Delegating Council of the misconduct, insolvency or any other matter considered by the CNRL Committee, and if the notice is given between 1st July and 31 October of any financial year, the notice must specify that the Agreement shall end on 30th June in that financial year.

10.2.f. If the notice referred to in 10.2.e is given between 1st November and 30th June in any financial year, the notice must specify that the Agreement will end no sooner than 30th June in the following financial year or an agreed later date.

10.2.g. Costs incurred by CNRL as a result of forced withdrawal in this manner will be the responsibility of the withdrawing Council. Tamworth

Regional Council on behalf of CNRL may formally seek financial assistance to cover the cost from the Library Council of NSW.

10.3. Non-renewal of CNRL Agreement

10.3.a. All members Councils agree not to continue with agreement:

Where the member councils of CNRL agree not to continue with a CNRL agreement the costs of dissolving CNRL, after distribution of assets, will be met proportionally by CNRL member Councils.

10.3.b. One or more but not all member councils decide not to renew the CNRL agreement:

After distribution of assets has been calculated non renewing Councils must pay for a proportion of the costs attributed to the non-renewal including but not limited to any staff redundancy costs, database clean-up, printing and stationery changes and website update.

11. Dispute Resolution

11.1. If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, the parties to this Agreement and the dispute expressly agree to endeavour to settle the dispute co-operatively and in good faith.

11.2. In the event that the parties are unsuccessful in resolving the dispute the parties agree to submit the dispute to arbitration. Any party to the dispute may ask for the dispute to be settled by arbitration. The arbitrator is to be appointed by the Library Council of New South Wales. The Library Council of New South Wales may also determine the dispute to arbitration without receiving an application from any other party.

11.3. The decision of the arbitrator will be final and binding on all the parties to this Agreement.

11.4. All the parties to a dispute must contribute equally to the costs associated with the appointment of an arbitrator and the arbitrator itself. It is anticipated that costs such as the arbitrator's fees, venue hire, arbitrator's transport costs and arbitrator's accommodation costs will be shared equally between the disputing parties. Any individual costs incurred by each party (such as transport, accommodation costs and legal fees) shall be the sole responsibility of the party incurring the cost.

IN WITNESS the parties to this Agreement have hereunto affixed its hand and seal on the day first hereinbefore written.

THE COMMON SEAL OF **TAMWORTH REGIONAL COUNCIL** was hereunto affixed in pursuance of a Resolution duly passed by the said Council

Dated

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer: **General Manager**

Position of authorised officer: **Mayor**

THE COMMON SEAL OF **LIVERPOOL PLAINS SHRE COUNCIL** was hereunto affixed in pursuance of a Resolution duly passed by the said Council

Dated

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer: **General Manager**

Position of authorised officer: **Mayor**

THE COMMON SEAL OF **NARRABRI SHIRE COUNCIL** was hereunto affixed in pursuance of a Resolution duly passed by the said Council

Dated

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer: **General Manager**

Position of authorised officer: **Mayor**

THE COMMON SEAL OF **URALLA SHIRE COUNCIL** was hereunto affixed in pursuance of a Resolution duly passed by the said Council

Dated

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer: **General Manager**

Position of authorised officer: **Mayor**

THE COMMON SEAL OF **WALCHA COUNCIL**
was hereunto affixed in pursuance of a Resolution
duly passed by the said Council

Dated

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer: **General Manager**

Position of authorised officer: **Mayor**

THE COMMON SEAL OF **GWYDIR SHIRE COUNCIL** was hereunto affixed in pursuance of a Resolution duly passed by the said Council

Dated

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer: **General Manager**

Position of authorised officer: **Mayor**

SCHEDULE 1

SERVICES PROVIDED BY TAMWORTH REGIONAL COUNCIL

Tamworth Regional Council will engage professional librarians and support staff to undertake the following duties:-

1. Consult with Delegating Councils regarding their library service, through the CNRL Committee as detailed in Section 3 of this Agreement headed "Central Northern Regional Library Committee to be constituted".
2. Plan for and manage all aspects of the regional library service.
3. Provide relevant accounts to each of the Delegating Councils for the provision of library services.
4. Select, purchase, catalogue, process and distribute new library materials within the guidelines of the agreed CNRL Library Resources Policy.
5. Withdraw used library materials in accordance with the CNRL Library Resources Policy.
6. Manage and develop the CNRL Computer Library Management System.
7. Provide a database of all regional library materials held by the Delegating Councils.
8. Provide professional advice on library development, local staffing, buildings, grant applications, library trends, etc.
9. Train staff performing regional services and staff from branch libraries in relevant aspects of library services.
10. Provide resources exchange and delivery services of library materials to and between existing libraries with Delegating Councils.
11. Provide information services, support and research to branch libraries.
12. provide a range of library services to children and young adults.
13. Process reservations and intra library loans.
14. Process inter library loans from libraries outside the CNRL region for branch libraries.
15. Initiate and encourage regional and local library promotion in conjunction with Delegating Councils.
16. Meet as required with Delegating Councils to define and progress library service requirements.
17. Provide minutes of all meetings of the CNRL Committee, audited financial reports and an annual report of the Regional Library Service including a specific report outlining the quality of service within each Delegating Council.
18. Report to Delegating Councils quarterly on the progress of library services.

SCHEDULE 2

LOCATION OF CENTRAL NORTHERN REGIONAL LIBRARY SERVICE POINTS AND DELEGATING COUNCIL RESPONSIBILITIES

Part 1 - Tamworth Regional Council Libraries

- Tamworth City Library, 466 Peel Street, Tamworth NSW 2340
- South Tamworth Library, Robert Street, Tamworth NSW 2340
- Barraba Library, Queen Street, Barraba, NSW 2347
- Kootingal Library, Denman Avenue, Kootingal, NSW 2352
- Manilla Library, Manilla Street, Manilla, NSW 2346
- Nundle Library, Innes Street Nundle, NSW 2340

Part 2 – Delegating Council Libraries

- Quirindi Shire Library, George Street, Quirindi NSW 2343
- Werris Creek Branch Library, 59A Single Street, Werris Creek NSW 2341
- Narrabri Shire Library, 8 Doyle Street, Narrabri NSW 2390
- Boggabri Branch Library, 82 Wee Waa Street, Boggabri NSW 2382
- Wee Waa Branch Library, Rose Street, Wee Waa NSW 2388
- Uralla Shire Library, New England Highway, Uralla NSW 2358
- Bundarra Branch Library (Deposit Station), Court Street, Bundarra NSW 2359
- Walcha Library, Derby Street, Walcha NSW 2354
- Bingara Library, Maitland Street, Bingara NSW 2404
- Warialda Library, 38 Hope Street, Warialda NSW 2402

Part 3 – Delegating Council Responsibilities

Delegating Councils must provide grant acquittals to the Library Council of New South Wales on or before the reporting deadline in order not to prejudice the success of grant applications made on behalf of the regional library service.

SCHEDULE 3

CENTRAL NORTERN REGIONAL LIBRARY BUDGET

Tamworth Regional Council and the Delegating Councils, within the Central Northern Regional Library budget, will cover the cost of:-

Employment costs and overheads for Tamworth Regional Council staff performing work for Central Northern Regional Library, including:-

- Salaries
- Annual Leave
- Training
- Fringe Benefits Tax
- Long Service Leave
- Public Holidays
- Sick Leave
- Superannuation
- Workers Compensation

Operational Overheads, including:-

- Insurances
- Office equipment maintenance and repair
- General expenses
- Postage
- Printing and Stationery
- Rent and share of outgoings (Administration Centre)
- Telephone
- Professional association membership
- Vehicle expenses
- Internal plant hire
- Contribution to Tamworth Regional Council's Corporate Overheads

Exchanges and Deliveries

- Delivery costs

Library Resources

- Library resources – in all formats
- Cataloguing expenses
- Processing of library materials

Promotions and Programs

- General promotion and publicity
- Children and Young Adult Programs

Computer Services

- Computer maintenance and repair
- Software licences and support
- Systems enhancements and upgrades
- Hardware replacement and upgrades
- Systems training
- Communications expenses

Income will be derived from:-

- Contributions from Tamworth Regional Council and Delegating Councils
- State Library subsidies as determined by the Library Council of New South Wales
- Grants (when available)
- Donations
- Contributions from Delegating Councils for Book Week Prizes
- Fees and charges, as recommended by the Committee and published in Tamworth Regional Council and Delegating Councils Annual Management Plans.

SCHEDULE 4

CENTRAL NORTHERN REGIONAL LIBRARY ASSETS

All Library materials, equipment and other assets held by Central Northern Regional Library prior to the execution of this Agreement shall be so held until the termination of this Agreement.

As per Section 7.2 of this Agreement Tamworth Regional Council will maintain an Asset Register which records the assets acquired using the Central Northern Regional Library Budget.

Assets will comprise, but not be limited to:-

- Central Northern Regional Library's furniture and fittings housed in the Administration Building at 466 Peel Street, Tamworth
- Central Northern Regional Library's computerised Library Management System
- Office equipment
- Cash reserves and working funds
- Unexpended Grants held in reserve

Distribution of Assets

1. Subject to clause 2 of this section, upon termination of this Agreement, the net assets, after payment of all liabilities, shall be apportioned between Tamworth Regional Council and the Delegating Councils in the ratio of the respective contributions made by them over the Adjustment Period.
2. Gwydir Shire Council shall not be entitled to share in Reserves which existed before it became a Delegating Council on 1 July 2012.
3. "Adjustment Period" means the period of three years immediately preceding termination or the period between the date of commencement of this Agreement and termination whichever is the lesser.