

North Western Library Co-Operative

Agreement

1st July 2021 to 30th June 2025

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PREAMBLE

Agreement made this _____ day of _____ 2021

Between the Councils of the Shires of Bogan, Coonamble, Gilgandra and Warren
(hereinafter referred to as the participating Councils).

WHEREAS the participating Councils have each adopted the "Library Act 1939", as per the provisions of Section 22 of the Local Government Act 1993, by virtue of the provisions of Section 12(2) of the Library Act 1939, desire to enter into an Agreement for the carrying out of an integrated Library Service to enhance the library services to their respective areas and enter into an Agreement for extensions of such Library Service to their respective areas on terms and conditions similar to those set out in this Agreement.

Now this Agreement witnesses that the participating Councils will conduct a Library Service for the benefit and convenience of the residents of their respective areas, subject to the following Terms and Conditions: -

Delegation of Authority under s12 (2) of the Library Act 1939

The **Councils of the Shires of Bogan, Coonamble and Gilgandra** hereby delegate their powers and duties relating to the provision, control and management of libraries, library services and information services to the **Council of the Shire of Warren, excepting** the following powers and duties:

- 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, worker's compensation, leave entitlements and superannuation, membership of professional associations, expenses for attendance at relevant conferences and training.
- Library buildings and 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, gas, fire control, security); and all insurance premiums (including premiums for building insurance, public liability insurance, contents insurance).
- Any additional costs associated with the provision of any local library services provided in their local government area that are services, which are additional to the services, provided pursuant to the terms of this Agreement. (E.g. purchase of additional library resources requiring processing).

AND

The Council of the Shire of Warren shall no later than 7th July 2021 constitute a library committee pursuant to s.11 of the Library Act 1939 and shall delegate all the powers and duties hereby delegated to it under this agreement in relation to the provision, control and management of the libraries of the ***Councils of the Shires of Bogan, Coonamble, Gilgandra and Warren***, library services or information services concerned except any power to borrow money, to make or levy a rate, to execute a deed or contract or an agreement under the Library Act, or to institute proceedings at law or in equity on behalf of the Councils concerned.

1.1 COMPOSITION OF COMMITTEE

- (i) Each participating Council shall appoint two Delegates, one delegate must be a Councillor and one maybe a staff member (hereinafter referred to as Delegates), to be members of a committee to be known as the North Western Library Management Committee (hereinafter referred to as "the Committee").
- (ii) The participating Councils shall appoint their Delegates at the first Council meeting held after the quadrennial Local Government Elections, and such Delegates shall hold office for the ensuing quadrennial term.
- (iii) 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.
- (iv) Any Delegate may be removed from office at any time by resolution of the Council which appointed such delegate.
- (v) At each Annual General Meeting the Committee shall elect a Chairperson to hold office for the ensuing twelve months. The Chairperson must be a Councillor.
- (vi) At each Annual General Meeting the Committee shall elect an Executive Management Committee comprising the Chairperson and one other Delegate, (unless by resolution the Committee shall otherwise decide) which, together with the Executive Officer and Regional Librarian, shall form a working group within the Committee to develop plans and policies for presentation to the Committee as a whole, and attend to any such matters as deemed to be of an urgent nature by the Chairperson. Business shall not be transacted at any meeting of the Executive Management Committee unless all Executive Management Committee members are present.
- (vii) In the event of a vacancy occurring in the Executive Management Committee by reason of death, resignation, disqualification or

otherwise, the Committee shall fill the vacancy by appointment of a member from the Committee to the Executive Management Committee.

1.2 COMMITTEE RESPONSIBILITIES

1.22 Provision of Service

To aim to conduct a public library service at a standard not less than that recommended from time to time by the Library Council of New South Wales.

1.23 Planning and Policy

- (i) To develop and maintain a concise statement of the aims of the library service;
- (ii) To prepare and monitor the implementation of a strategic plan for the overall direction of the library service;
- (iii) To continuously review existing policies for the betterment of the provision of a library service for the constituents of the region;
- (iv) To use its best endeavours to obtain the full benefit of grants and the maximum subsidy and any payments in the nature of subsidy offered or made available by the Commonwealth, the State and other respective instrumentalities and agencies for libraries and library services.

1.24 Extension of Service

To cooperate with libraries and library systems in the wider library network on such terms and conditions as may be agreed to by the participating Committee.

1.25 Reporting to Councils

- (i) To provide each participating Council with copies of the Minutes of all Ordinary and Special Meetings;
- (ii) To prepare an Annual Report to the participating Councils; such report to include details of the activities of the Committee over the preceding twelve months and also to include statistics of books purchased and donated, of library stock, of the number of borrowers and of books borrowed;

- (iii) The Committee shall submit to each participating Council an Annual Report and a copy of the Annual Statements of Account.

1.3 COMMITTEE MEETINGS

1.31 The Annual General Meeting of the Committee shall be held in November of each calendar year, unless by resolution the Committee shall otherwise decide. The order of business to be conducted shall be as follows:

- (i) Adoption (if necessary as so resolved) of a Chairperson's allowance for the ensuing year.
- (ii) Election of Chairperson.
- (iii) Election of Executive Management Committee
- (iv) To receive and consider the estimated Income and Expenditure budget for the ensuing year.
- (v) All other business that is necessary for the due and proper conduct of the Committee.

1.32 The Executive Officer shall convene a Special Meeting of the Committee on receipt of a written request by any of the participating Councils seeking such a meeting.

1.4 CONDUCT OF MEETINGS

- (i) The law governing the conduct of Council meetings shall apply, mutatis mutandis, to the conduct of all Committee and Executive Management Committee meetings. Provided that business shall not be transacted at any meeting of the Committee unless a majority of participating Councils are represented at such meeting.
- (ii) The Committee may by a resolution supported by the delegates of the participating Councils adopt a code of meeting practice that incorporates any regulations made for the purpose of Section 360 of the Local Government Act, 1993, as may be reasonably applicable and which supplements those regulations with provisions that are not inconsistent with them.
- (iii) Each delegate has one vote.
- (vi) The Chairperson as well as being entitled to one vote as a delegate shall also have the right of a casting vote, as and when the need arises.

1.5 SERVICE OF NOTICE

Any notice under this Agreement shall be in writing and in the case of participating Council shall be signed by the General Manager, in the case of a delegate by the delegate and in the case of the Committee by the Executive Officer.

Service of notice or any other correspondence may be effected by prepaid post addressed to the General Manager of any participating Council or to the delegate at his/her business address or to the Committee addressed to the Executive Officer, North Western Library Co-Operative, PO Box 6, WARREN NSW 2824.

Every notice shall be deemed to have been received at an expiration of a period of three working days after the posting of the notice and in proving the service of any such notice it will be sufficient to prove that it was addressed and posted as foresaid.

1.6 TERM OF AGREEMENT

This Agreement shall operate and remain in force from the First day of July 2021 to the Thirtieth day of June 2025 unless terminated in accordance with the provisions for termination of the Agreement with a review of the Agreement being undertaken by the Committee during 2024/2025

1.7 ADMISSION OF NEW PARTICIPATING COUNCIL

With the unanimous agreement of the participating Councils any other Council may be joined as a participating Council for all the purposes of this Agreement. Such joiner shall be effective upon the production to the Committee of a deed executive under Seal of such Council and in such terms and/or conditions as required by the Committee. As and from the time of production of such Deed the Council shall be deemed to be a participating Council within the terms of this Agreement and bound by all the terms thereof.

1.8 TERMINATION OF AGREEMENT

At any time upon the passing of a resolution having the support of all the participating Councils (each Council having one vote) for the termination of the Agreement, the Committee shall cease to function and the winding up of affairs of the Committee shall be carried out under the direction of a sub-committee of the Library Co-Operative comprising the Chairperson of the Committee, two delegates and the Executive Officer, with all reasonable expedition.

Upon entering into this Agreement all participating Councils shall be deemed to have delegated to this group all necessary authority and power to wind up the affairs of the Committee if a resolution for termination is passed.

Upon any such termination, the net assets of the Committee, after payment thereout of all liabilities of the Committee, shall be apportioned among the participating Councils in the ratio of the respective contributions paid by those participating Councils over the immediately preceding three years and to the total of the contributions paid over that period by all participating Councils.

1.9 WITHDRAWAL FROM AGREEMENT

- (i) Any participating Council may give to the Committee not less than six months' notice in writing of its intention to withdraw from the Agreement at the end of the then fiscal year. Upon any such withdrawal the withdrawing Council shall be entitled to receive a share of the net assets of the Library Co-Operative at the withdrawal date and after provision for payment of all liabilities of the Library Co-Operative such share being calculated in relation of the respective contributions paid by that participating Council over the immediately preceding three years from the date of withdrawal and the total of the contributions paid over the same period by all the participating Councils.
- (ii) Upon the failure of any Council to execute a new Agreement which has been approved by all other participating Councils within three months of the expiration of the previous Agreement that Council may be deemed at the discretion of the remaining Councils to have given notice of withdrawal.

1.10 EXPULSION OF A PARTICIPATING COUNCIL

Upon the passing of a resolution having the support of the delegates of three participating Councils (one vote per Council) for the expulsion from the Agreement of a participating Council and after reasonable opportunity has been accorded to the delegates of that participating Council to be hear and/or make written submission to the Library Co-Operative prior to such a resolution being made, then such Council shall be expelled from the Library Co-Operative and from the benefits of this Agreement.

In such case the expelled Council shall be entitled to receive a share of the net assets of the Library Co-Operative at the date of expulsion and after provision for payment thereout of all the liabilities of the Library Co-Operative such share being calculated in accordance with the terms stipulated under the clause "Termination of Agreement".

1.11 EXIT PROVISION

It is agreed by all participating Councils that the decision of the sub-committee comprising the Chairperson of the Committee and two delegates, the Executive Officer and the Regional Librarian following advice being received from the NSW State Library, shall be final and binding in respect of the method of valuation and assessment of the net assets and liabilities of the Library Co-Operative at any time and of the books and/or other assets or cash to be apportioned or paid to a Council upon termination, withdrawal or expulsion pursuant to this Agreement and all participating Councils agree that there shall not be a right of appeal in respect of any such decision.

1.12 ALTERATIONS TO LIBRARY AGREEMENT

No alteration shall be made to this Agreement unless the proposal for alteration has the support of three participating Councils.

1.13 SEVERABILITY

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 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.

1.14 DISPUTES

Any dispute arising under this agreement shall, on application to the Library Council of a party to this agreement, be settled by arbitration by an arbitrator appointed by the Library Council of New South Wales.

SECTION 2 ADMINISTRATION

2.1 EXECUTIVE OFFICER

The General Manager of the Council of the Shire of Warren, or alternatively a Senior Manager within the Council of the Shire of Warren as determined by the General Manager, shall be the Executive Officer of the Committee.

The Executive Officer shall be responsible to the Library Co-Operative for the financial operation and administration of the Library Service.

2.2 REGIONAL LIBRARIAN

The Regional Librarian shall be the Chief Librarian of Council of the Shire of Warren.

The Regional Librarian should be a qualified Librarian in accordance with provisions in force within the State of New South Wales.

The Regional Librarian shall be responsible to the Executive Officer for the effective and efficient administration of the services provided by the Library Co-Operative as decided upon by the Committee, and any casual staff employed by the Association shall be subject to the supervision and control of the Regional Librarian.

The Regional Librarian shall attend all meetings of the Committee and all meetings of any sub committees.

The duties of the Regional Librarian shall be:

- (i) to represent the North Western Library Co-Operative at all times in a professional and competent manner;
- (ii) to manage the resources of the North Western Library Co-Operative in a cost effective manner;
- (iii) to liaise and support staff of the North Western Library Co-Operative;
- (iv) to implement or assist in the implementation of decisions made by the Committee upon matters delegated to it under this Agreement
- (v) to develop and maintain a set of objectives to fulfil the aims of the Library service and the updated Strategic Plan for the implementation of these objectives;
- (vi) to provide advice to the Committee on all matters relevant to the policy, planning and development of the North Western Library Co-Operative; and
- (vii) to select and purchase library books and materials within the limit of funds approved.

2.3 AUDITOR

An annual audit of the books of account for the Committee shall be undertaken with such audit report being forwarded to all participating Councils.

For the purposes of appointment of an approved auditor to provide such services for the Committee, it is agreed that the Auditor appointed by Warren Shire Council, from time to time, shall hereby be appointed as the Auditor for the Committee with all such audit fees and expenses being paid by the Committee.

SECTION 3 FINANCE

3.1 CONTRIBUTIONS TO NORTH WESTERN LIBRARY CO-OPERATIVE

Member Councils of the North Western Library Co-operative will make a yearly contribution to the Operation, Management/Administration and Computer Software Maintenance costs of the North Western Library Co-operative to be indexed each year, the rate of indexation to be determined at the Annual General Meeting of the North Western Library Co-operative for the ensuing financial year and listed on **Annexure 1** of this agreement.

Any additional contributions to be paid by the participating Councils shall be considered and determined each year as agreed upon at the Annual General Meeting of the North Western Library Co-Operative for the ensuing financial year and listed on **Annexure 1** of this agreement.

3.2 PAYMENT OF CONTRIBUTIONS

The participating Councils shall each pay into a fund to be known as North Western Libraries Fund, within one month from the first day of July each year.

3.3 EXPENDITURE

The participating Councils shall delegate to the Committee the power and authority to:

- (i) open and operate bank accounts for the said library fund at a bank nominated by the Council of the Shire of Warren;
- (ii) expend the monies in such library fund for all approved expenses and set up such reserves as may be reasonably required from time to time for the necessary operation of the Association;
- (iii) pay the out of pocket expenses incurred by the members of the Committee for attending conferences outside the region as accredited delegates of the Association provided that the payment of such expenses are specifically authorised by a resolution duly passed at a Committee meeting, or as duly approved by the Chairperson in consultation with the Executive Officer.

Provided that such funds shall not be used for or towards the cost of meeting payment of out of pocket expenses incurred by members of the Committee in attending Committee or Executive Management meetings or engaged on other duties associated with their office.

SECTION 4 GENERAL

4.1 STANDARDS OF SERVICE

The standard of library service to be provided by the Committee, particularly with regard to expenditures on library resources, shall be re-considered and determined each year by the Committee.

In addition, consideration shall be given each year to raising the standard by stages towards a target level to be determined and set out in a Strategic Plan.

ACKNOWLEDGMENT OF AGREEMENT

The terms and conditions as stipulated in the North Western Library Co-Operative Agreement, 2021-2025 document, pages 1 through to 11 has duly been agreed to and endorsed by all participant Councils, and is acknowledged as follows:

Bogan Shire Council

The Common Seal of the Council
of the Shire of Bogan was hereunto
affixed on the

Mayor

General Manager

Coonamble Shire Council

The Common Seal of the Council
of the Shire of Coonamble was hereunto
affixed on the

Mayor

General Manager

Gulgandra Shire Council

The Common Seal of the Council
of the Shire of Gulgandra was hereunto
affixed on the

Mayor

General Manager

Warren Shire Council

The Common Seal of the Council
of the Shire of Warren was hereunto
affixed on the

Mayor

General Manager

Annexure 1

As adopted at the November 2020 Annual General Meeting of the North Western Library Co-operative the 2021/2022 per Council contribution is to be increased by 2.00% the rate pegging limit as determined by IPART for 2021-2022 rating year.

2021/2022 per Council Contribution details as follows:

Operational Expenses	\$25,885.00 (Ex GST)
Management/Administration	\$12,146.00 (Ex GST)
Computer Software Maintenance	\$13,043.00 (Ex GST)
Technical Support Officer	\$ 8,830.00 (Ex GST)
Freight of stock	\$ 771.00 (Ex GST)
Total	\$60,675.00 (Ex GST)
