

CLARENCE REGIONAL LIBRARY SERVICE AGREEMENT

This Agreement made the first day of July 2018

BETWEEN

CLARENCE VALLEY COUNCIL of 2 Prince St, Grafton 2460

AND

BELLINGEN SHIRE COUNCIL of Hyde St, Bellingen 2454

WHEREAS:

- A. The Councils who are parties to this agreement have adopted the Library Act 1939 ('the Act') pursuant to section 8 of the Act.
- B. Councils which have adopted the Act must comply with and observe the requirements of Part 3, Division 2 of the Act (attached as Schedule 1). In general terms, these requirements relate to the provision, control and management of library services to the community.
- C. Bellingen Shire Council seeks to delegate certain of its powers and duties relating to the provision, control and management of libraries, library services and information services to Clarence Valley Council. This delegation is made pursuant to s.12 of the Act.
- D. Clarence Valley Council has agreed to accept the delegation and provide these library services to the Delegating Council on the terms and conditions set out in this agreement.
- E. The parties have recorded the terms on which Clarence Valley Council will provide the Services to the Delegating Councils in this agreement.

NOW THIS AGREEMENT WITNESSES:

1. DEFINITIONS

'CRL' means Clarence Regional Library

'CRL Service' means Clarence Regional Library Service

'Delegating Councils' means Bellingen Shire Council

'Committee' means the CRL Committee

'Executive Council' means Clarence Valley Council

'Executive Officer' means the Executive Council's Manager of Social Planning and Cultural Development

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'IPR' means local government integrated planning and reporting

'Member Councils' means Clarence Valley Council and Bellingen Shire Council
'Regional Librarian' means the person appointed by the Executive Council as the senior staff member in the CRL

'Services' means the Library Services set out in Schedule 2.

2. CLARENCE REGIONAL LIBRARY SERVICE

2.1 The ~~CLR~~CRL Service aims to provide: a contemporary, welcoming, responsive, sustainable and inclusive service for the communities of Clarence Valley and Bellingen Shire.
~~a contemporary, welcoming, responsive and inclusive library service to the communities of Clarence Valley and Bellingen; and services that are sustainable, equitable and accessible.~~

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2.2 Our Vision:

The vision of the CRL is to be:

"A recognised and valued provider of services, facilities, collections and programs that help build community cohesion, capacity and connection."

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~~A recognised and valued provider of services, collections and programs that help build community cohesion and capacity and provide opportunities to connect to the community and the world.~~

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A regional library service that:

- Facilitates and provides targeted and relevant life long learning opportunities
- Connects the community with the past, the present and the future
- Is committed to the free flow of information and ideas to inform and inspire
- Is a trusted and valued source of information
- Is an investment in the well-being of the community
- Focuses on social inclusion of individuals including target groups
- Builds and strengthens partnerships to enhance service delivery and engage the community
- Supports technological trends and makes them available to the community

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~~Facilitates and provides targeted and relevant educational opportunities
Helps connect the community with the past, the present and the future
Is committed to the free flow of information and ideas to inform, inspire and feed the communities' imaginations
Is a trusted and valued source of information~~

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~~—Is considered an investment in the well-being and success of the community—not a cost”~~

(Clarence Regional Library Strategic Action Plan 2008-2012 -
2018-2022 v4)

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3. DELEGATIONS

- 3.1 For the purposes of s.12(1) of the Act, the Delegating Councils hereby delegates to the Executive Council such of its powers and duties relating to the provision, control and management of libraries, library services and information services as are necessary for the Executive Council to perform the Services.
- 3.2 In consideration of these delegations and the terms of this Agreement, the Executive Council hereby agrees to provide the Services to the Delegating Councils.

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4. RESPONSIBILITIES OF THE EXECUTIVE COUNCIL

- 4.1 The Executive Council hereby undertakes to:
- (a) Provide, control and manage the Services pursuant to s.12 of the Act on the terms and conditions and to the extent set out in this Agreement;
 - (b) engage professional librarians and support staff to undertake required duties;
 - (c) Appoint the CRL staff within an approved organisational structure and determine the desirable qualifications and grading of such staff;
 - (d) provide all services associated with the employment of staff to run the CRL Services, including payroll, workers compensation, taxes, leave entitlements and superannuation, expenses for attendance at conferences and training;
 - (e) Insure, on behalf of the CRL Service, the property acquired on behalf of the CRL, including so much of the book stock in each branch library that has been acquired by the CRL Service;
 - (f) Shall arrange public liability and workers compensation insurance for the CRL staff;

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- (g) Keep and audit all records and accounts in accordance with all relevant legislation;
- (h) Constitute a library committee in accordance with s.11 of the Act, which shall be known as the Clarence Regional Library Committee;
- (i) prepare agendas and business papers for the Committee meetings, keep minutes of the meetings and consider all decisions of the Committee;
- (j) appoint its Manager of Social ~~Planning~~ and Cultural ~~Development~~ Services as the Executive Officer of the CRL;
- (k) lodge all relevant accountability documents and sign contracts relating to the CRL Services; and
- (l) set and manage the employment conditions of CRL staff.

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5. RESPONSIBILITY OF 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 the following facilities and services within their local government areas:
 - The public library buildings, complete with the necessary fittings and furnishings required;
 - The management of those library buildings, including:
 - all maintenance costs
 - all service costs
 - all insurances
 - PublicBranch library staff and volunteers, including all services associated with their employment including salaries, workers compensation, taxes, leave entitlements and superannuation, membership of professional associations, expenses for attendance at conferences and training.
 - All IT hardware, software and services relating to all computers located in branch libraries (other than the provision of a Library Management System (library catalogue)n-on-line catalogue).
- 5.3 The number of ~~Branch~~ Public Library locations ~~ies~~ to be serviced under the agreement shall be limited to those approved by the Committee from time to time.

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- 5.4 Should any Member Council require an additional **Branch-Public Library** facility that Member Council shall, at its own expense and after consultation with the Committee, provide a suitable **Branch-Public** Library building within its council area complete with the necessary staff, fittings and furnishings, computer equipment and establishment collection at a standard agreed by the Committee. (Establishment stock is defined as a core collection of library material that is of a comparable quantity and standard to the collections held by other **branch-public** libraries in the region of a similar size.) Such buildings, fittings and furnishings and establishment stock remain the property of the individual Member Council.
- 5.5 In planning new buildings for **branch-public** libraries or the refurbishment of existing libraries, the Member Councils shall seek the advice of the Regional Librarian. The Regional Librarian is to be consulted on all library resourcing matters which relate to the service delivery responsibilities of the CRL.
- 5.6 Staff required at **Branch-Public** Libraries shall be employed by the Member Council concerned. The Member Councils each agree to confer with the Regional Librarian on matters concerning employment.
- 5.7 The Member Councils shall determine the opening hours of the **Branch-Public** Libraries in their areas in consultation with the Regional Librarian.
- 5.8 Mobile Libraries shall be provided and maintained by the Member Council in whose area the Mobile Library is located. Where a Mobile Library provides services to the communities of more than one Member Council, those Councils, in consultation with the Committee, shall provide, operate and maintain the Mobile Library Service. All costs for the mobile service shall be by those Member Councils receiving the 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.

6. RESPONSIBILITIES OF THE DELEGATING COUNCILS

- 6.1 To make the delegations set out in clause 3 above.
- 6.2 To pay contributions to the Executive Council in accordance with clause 10.
- 6.3 To appoint members to the Committee.
- ~~6.4~~
6.4 To arrange property, contents and public liability insurance for the library facilities and resources provided by each of them as well as all insurances applicable to volunteer staff engaged by them in their branch libraries.

7. RESPONSIBILITIES OF CLARENCE REGIONAL LIBRARY COMMITTEE

- 7.1 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

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Regulations 1993, the Library Act and Regulations 1939 (as amended, the Library (Amendment) Act 1992) and of this Agreement.

- 7.2 To provide annually to member Councils the estimates of expenditure and income for the ensuring year and to provide quarterly balance sheet updates.
- 7.3 To provide Committee members with copies of the minutes of each meeting of the Committee. Committee members are to provide their respective Councils with copies of those minutes.
- 7.4 To submit to the Councils an annual statistical review which shall include details of the activities of the Regional Library and its comparative performance against public library services statewide based on data collated and reported by Libraries NSW.
- 7.5 To make recommendations on matters pertaining to the provision of Library and Information Services.
- 7.6 To develop and, once adopted by the Executive Council, maintain and monitor the implementation and achievements of the Clarence Regional Library Strategic Plan.
- 7.7 To prepare policy statements on relevant aspects of service for adoption by all Member Councils and periodically review policies as recommended by the Regional Librarian and determined by the Committee in order to improve the provision of library services for users of the Clarence Regional Library service.
- 7.8 To use its best endeavours 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.
- 7.9 To co-operate with libraries and library systems in the wider library network on such terms and conditions as may be agreed.
- 7.10 To pay the Executive Council each year an administration fee to compensate for the accounting, financial, human resources, fleet management and any other agreed functions performed by the Executive Council. This amount to be included as part of the annual budget for the Clarence Regional Library.

8. MEMBERSHIP OF THE CLARENCE REGIONAL LIBRARY COMMITTEE

- 8.1 The Committee shall be constituted as follows:
 - (a) each of the Member Councils shall have the right to nominate three representatives for appointment to the Committee, at least one of whom should be a Councillor and the others may be staff members, and

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(b) The Executive Officer shall be entitled to attend each meeting of the ~~Committee~~ Committee and may also be nominated by the Executive Council as one of their staff representatives ~~but shall not be a member.~~

8.2 A Delegating Council which nominates a person for appointment to the Committee indemnifies and agrees to keep indemnified the Executive Council against 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 Committee. This indemnity shall include, but not be limited to:

- provision of transport or reimbursement for transport expenses; and
- Claims arising from injury to or death of the nominated person or any injury or damage caused by the nominated person when acting in their capacity as a member of the Committee.

8.3 Members shall hold office until the next Local Government elections.

8.4 Each delegate may be removed from office at any time by the resolution of the appointing Council.

8.5 The office of a delegate automatically becomes vacant if he or she is absent from three consecutive meetings without leave of absence being granted by the Committee.

8.6 Any vacancy occurring on the Committee, by death, resignation, and disqualification or otherwise shall be filled by the appointment of a new representative by the relevant Council.

8.7 Once in each calendar year, the Committee shall recommend a Chairperson and a Deputy Chairperson from among its Councillor members to the Executive Council for formal appointment by the Executive Council under s.11(4) of the Library Act. Both shall hold office for the ensuing twelve months and both are eligible for renewal for a further period. The Chairperson shall be the Committee's delegate to the ~~Country Public Libraries~~ NSW Public Libraries Association.

9. PROCEEDINGS OF THE CLARENCE REGIONAL LIBRARY COMMITTEE

9.1 The Committee will schedule to meet at intervals of not less than three months nor more than six months, with the venue of meetings to rotate among the parties, provided that the Chairperson or, in his/her absence, the Deputy Chair, is empowered to convene a Special Meeting at any time.

9.2 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 for the ensuing twelve months and shall be known as the Annual General Meeting (AGM). 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. Election of Chairperson

II. Election of Deputy Chairperson

III. Any other business that is necessary for the due and proper conduct of the Clarence Regional Library.

IV. Meeting places and dates for the forthcoming year shall be decided

~~The meeting for the election of the Chairperson and Deputy Chair for the ensuing twelve months shall be known as the Annual General Meeting (AGM).~~

- 9.3 In addition to clause 9.1, the Executive Officer shall convene a Special Meeting of the Committee on receipt of a request for such a meeting by two Committee Members
- 9.4 The Committee is an advisory committee of the Executive Council and will operate in accordance with that Council's procedures for its advisory committees. It shall discuss matters of policy, strategic direction, achievements and outcomes concerning the CRL and may make recommendations to the Executive Council.
- 9.5 Each member of the Committee shall have one vote.
- 9.6 50% + 1 is the number of Committee members required for decisions to be made.
- 9.7 The Executive Council shall not implement any policy initiatives relating to the CRL Service without first consulting with the Committee.
- 9.8 A review of the Committee's operations and procedures will be undertaken annually.

10. FINANCES

- 10.1 The Executive Council shall prepare a draft budget for the CRL each year and submit that draft to the Committee for its consideration. The Committee may make recommendations to the Executive Council on changes it considers should be made to the draft and the Executive Council shall consider these recommendations when adopting that budget.
- 10.2 The Delegating Councils shall make a payment each year to the Executive Council for the CRL Service. The amount payable shall be determined in the annual budget for the CRL, and for the Delegating Council shall be calculated on a per capita basis plus the subsidy receivable from the State Government. The Executive Council shall also contribute toward the budget on a per capita basis plus the subsidy receivable from the State Government.
- 10.3 An agreed formula shall be used to determine the budget Contribution for each Member Council which shall be based on a per capita rate contribution.

Contribution = Population x Per Capita Rate

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10.3.1 Prior to Councils' budget preparations an estimated range for the Contribution will be provided to each Member Council. That estimate range will be based on the previous year's population, adjusted:

- 1) For the previous year's population growth; and
- 2) The Average of the growth rate for the previous 5 years.

Estimated Contribution Range =

Between: (Previous Year's population + Previous Year's Population Growth Rate) x Per Capita Rate

and: (Previous Year's population + Average of the 5 Previous Year's Population Growth Rate) x Per Capita Rate

10.3.2 A specified amount of Contribution from each Member will be provided when the actual population figures are released by the Australian Bureau of Statistics (ABS), generally in March of each year.

10.4 During the period when the Regional Librarian is also overseeing the operations of the Clarence Valley Council Libraries, the Delegating Council's contribution will be amended to reflect the estimated proportion of time the Regional Librarian dedicates to the management and operations of the CRL service. Refer to Schedule 3 for an example.

10.5 Determining the Per Capita Rate of each member's contributions to the CRL is underpinned by the notion of Continuous Improvement in the library collection development and delivery as required to satisfy grant funding criteria.

10.5.1 Targets for improvement include:

- Collection Development – improved age, size, format, sub-collections, genres
- Staff Training
- Online Resources
- 4 yearly User and Non-User Surveys
- Technical upgrades to the Library Management System
- CRL Website development
- ~~Implementation—Maintenance~~ of RFID ~~(pending a successful Library Grant)~~
- Services to special interest groups: children, youth, aged, special needs etc.
- Efficiencies in workflow

10.6 The annual level of increase in the Per Capita Rate for member Contributions is set at:

Rate peg + 6% with a minimum of 8%

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10.7 A Member Council may contribute additional funding to that payable under clause 10.3 in consultation with the CRLC and in agreement with the Executive Council for specified services.

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- 10.8 The Executive Council shall issue a tax invoice each quarter to the Delegating Councils for its proportion of that budget and the Delegating Councils agrees to pay that invoice within 28 days of receipt.
- 10.9 The CRL Service will reimburse the Executive Council for the cost of the insurance premiums incurred in providing insurance cover for the CRL and its staff. This cost will be captured in the members annual contributions.
- 10.10 The CRL Service will reimburse the Executive Council for the cost of the rent of premise incurred by ~~headquarters-Regional Services~~ staff and its functions. This cost will be captured in the members' annual contributions.

11. ASSETS

- 11.1 The Executive Council shall own the assets acquired by the CRL Services' budget subject to the 'reimbursement rights' held by the Delegating Councils as provided in this clause.
- 11.2 The Executive Council shall maintain an asset register which records the assets acquired from the CRL Services' budget.
- 11.3 Upon the termination of this Agreement, a proportion of the assets identified in the asset register shall be distributed to the Member Councils. The method for determining the asset distribution to each Member Council is specified in clause 15 of this Agreement.

12. CLARENCE REGIONAL LIBRARY MANAGEMENT AND ADMINISTRATION

- 12.1 A Regional Librarian shall be appointed by the Executive Council.
- 12.2.1 The Regional Librarian shall be a qualified Librarian in accordance with provisions set by the Australian Library and Information Association.
- 12.2.2 The Regional Librarian shall be responsible to the Executive Officer for the administration of the library services as well as supervision and control of CRL staff employed by the Executive Council.
- 12.2.3 The Regional Librarian shall provide administrative services and support to the Committee.
- 12.2.~~34~~ The Regional Librarian shall attend meetings of the Committee, but is not entitled to vote.

13. FUNCTIONS OF THE CLARENCE REGIONAL LIBRARIAN

- 13.1 Plan and manage all aspects of the CRL Service including:

- (a) Consult with the Member Councils regarding their library service provided in partnership with the CRL.
- (b) Provide advice about current and future trends in the delivery of contemporary public library services and operations.
- (c) Report on the relative performance of the CRL against other library services and make recommendations for improving/maintaining performance in the future.
- (d) Monitor and report progress in delivering the CRL's Strategic Plan and associated Action Plan to the Committee and the Member Councils
- (e) Develop and manage the CRL Services including preparing and reviewing all relevant Policy and Procedures.
- (f) Manage and develop the CRL Computer Library Management System.
- (g) Provide an electronic catalogue of all CRL materials held by the Member Councils.
- (h) Review, adopt and maintain service systems and technologies that ensure efficient cost-effective service delivery and enhance client satisfaction with CRL services.
- (i) Develop the collections for the CRL through effective and efficient purchasing and disposal of library materials.
- (j) Establish, develop and monitor systems and databases necessary for the daily and long-term management of the CRL Service.
- (k) Monitor trends in client usage and interests through loan data, client requests and engaging with clients to provide feedback and suggestions to determine modifications in service delivery.
- (l) Prepare the annual resource budget for the CRL, review and control commitments and expenditure.
- (m) Prepare long-term budget options for the Committee that identify the future outcomes for service delivery and clients for consideration of the Member Councils
- (n) Develop and grow the CRL website presence on the Internet
- (o) Provide professional advice on library development, local staffing, buildings, grant applications, library trends and other matters relating to CRL services,
- (p) Advise and source training of CRL and branch-public library staff in various areas of relevance to Member Councils and clients.
- (q) Provide resource exchange and delivery services of library materials to, and between, the CRL branch-public libraries as well as from libraries outside the CRL Service.
- (r) Provide a reference service to members of the public and CRL members.
- (s) Initiate and encourage regional and local library promotion in conjunction with the Member Councils.
- (t) Develop effective communication procedures between member branches.
- (u) Provide minutes of all meetings of the Committee and an Annual Report of the CRL Service including statistics relating to each branch-public library.
- (v) Represent the CRL in professional networks.

14. STRATEGIC PLAN

- 14.1 The Committee recommended the adoption of a Strategic Plan, the review of which aligns with the Local Government Integrated Planning and Reporting (IPR) requirements.
- 14.2 Implementation of the Strategic Plan is achieved by the implementation of an Action Plan as adopted by the Committee and the Executive Council.
- 14.3 The Strategic Plan and Action Plan capture the entirety of the Library service and clearly identifies strategies which are the core responsibility of the Member Councils.
- 14.4 Progress of the Strategic Plan is monitored annually.
- 14.5 The Strategic Plan is to be reviewed in the last term of the incumbent Committee and confirmed by the new Committee.
- 14.6 A new Strategic Plan is prepared every 10 years in line with the Community Strategic Plan for the Executive Council.

15. ENTRY AND EXIT OF PARTIES

- 15.1 This Agreement shall remain in force in accordance with IPR requirements, until **30 June 2017** (at the latest) unless earlier terminated by the withdrawal of one party from it in accordance with this clause.
- 15.2 Future Agreements will remain in force for a period of 4 years aligning generally with the Delivery Plans under the IPR and Local Government Elections.
- 15.3 This Agreement supersedes in all aspects all preceding agreements relating to the provision of library services between the Member Councils.
- 15.4 In the event of any future Council amalgamations the Executive Council, in consultation with the Committee, will review the Agreement and provide a report recommending necessary actions for the continuance or otherwise of the CRL.
- 15.5 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 Member Councils. The amount payable by the new Council for admission to membership in the CRL shall be as recommended by the Committee and resolved by the Executive Council.
- 15.6 **A Member Council may, by twelve months notice in writing, notify the Committee and the Executive Council that it intends to withdraw from the CRL Service and to terminate its obligations under this Agreement.**

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- 15.7 In such event, the Council so terminating shall be entitled to receive a distribution of the net assets, after payment of all liabilities, apportioned among the Member Councils in the ratio of the respective contributions paid by them over the current life of the Agreement, provided that the Executive Council shall have the right to acquire any of these assets by payment to the terminating Council of the current pro rata value thereof, in lieu of distributing that asset to the terminating Council.
- 15.8 In the event that a Member Council fails to sign a new Agreement prior to its termination with the intent of withdrawing from the CRL, that Member ~~Council~~ will continue to participate in the CRL for a period of time to be negotiated with the Executive Council, but not less than 6 months and not before the end of the current financial year. During that time the withdrawing Council will:
- 15.8.1 Work collaboratively with the Executive Council and the CRL Committee to develop an agreed Withdrawal Plan which includes
- a specified termination date
 - operational tasks to be addressed
 - timeframes for completion of each task
 - responsibilities of each party
- 15.8.2 Be liable for the full contribution costs that would be paid if it continued its membership, for the period until the termination date
- 15.8.3 Be entitled to its share on any accumulated financial reserves, of which a proportion may be accessed in advance of its departure with consideration given to potential liabilities at the time of termination as determined by the Executive Council.
- 15.9 A Member Council that withdraws from this Agreement shall be liable for a portion of the liabilities including contingent liabilities, of the CRL as at the date of its withdrawal from the Agreement. These may include, but are not limited to: standing orders for stock, software licence fees, the financial costs arising from impacts on CRL staff such as redundancies or redeployments, memberships and subscriptions or overtime payments accrued by staff facilitating the withdrawal and other contingent liabilities.
- 15.10 The decision of the Executive Council shall be final and binding in respect of the method of valuation and assessment of the net assets and liabilities of the Committee at any time and the books and /or other assets or cash to be apportioned or paid to a Member Council upon termination, withdrawal or expulsion pursuant to this Agreement.
- 15.11 Where book stock is to be redistributed as a result of a Member Council terminating the Agreement, the stock is to be distributed according to:
- % of financial contributions of the exiting member; and
 - the age, genre and format of the collection.

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15.12 The redistribution of the assets will exclude any bequests which are made to a specified member or library.

15.13 If the fund, authority or institution is wound up or if the endorsement (if any) of the organisation as a deductible gift recipient for the operation of the fund, authority or institution is revoked, any surplus assets of the fund remaining after the payment of liabilities attributable to it, shall be transferred to a fund, authority or institution associated with each CRL member Council to which income tax deductible gifts can be made.

16. STANDARDS OF SERVICE

16.1 The services that the CRL will provide are set out in Schedule 2 of the Agreement.

16.2 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 as described in the approved Strategic Plan.

16.3 The CRL may progressively establish Service Level Agreements with Member Councils to ensure services are being provided to agreed standards and targets. These Agreements may include: Collection Development, provision of information services, technical services and systems development, training programs, the rotation and delivery of stock and the provision of library programs.

17. AMENDMENT OF THIS AGREEMENT

17.1 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

17.2 No amendment shall be considered to this Agreement unless the proposal for the amendment has the support of all Member Councils

~~and n~~ 17.3 No amendment shall be made to it unless all Member Councils agree to such amendment in writing.

18. DISPUTE RESOLUTION

18.1 If a dispute between Member Councils arises out of or relates to this Agreement, or a breach, termination, validity or subject matter thereof, the parties to the dispute shall use their best endeavours to resolve the dispute between themselves.

18.2 In the event that the dispute cannot be resolved in this manner, the parties agree to submit the dispute to arbitration on the request of any of the parties.

18.3 The parties agree to submit the dispute 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, be settled by arbitration by an arbitrator appointed by the Council.

18.4 All costs associated with the arbitration (other than the costs that are personal to the parties), including the arbitrator's fees, shall be borne equally by the parties to the dispute.

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

IN WITNESS WHEREOF the parties to this agreement have signed below

**SIGNED on behalf of
CLARENCE VALLEY COUNCIL**

by the

in the presence of:

Witness

**SIGNED on behalf of
BELLINGEN SHIRE COUNCIL**

by the

in the presence of:

Witness

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SCHEDULE 1

LIBRARY ACT 1939

9 Application of Division

This Division shall apply to and in respect of local authorities who have adopted this Act.

10 Requirements as to services to be provided by local libraries

(1) A [local authority](#) must comply with and observe the following requirements in relation to any [local library](#) that is provided, controlled or managed by the [local authority](#) (either directly or under an agreement or other arrangement to which it is a party):

- (a) Any person who is a resident of the [area](#) of the [local authority](#) or a ratepayer of the [local authority](#) is entitled to [membership](#) of the library free of [charge](#).
- (b) Any person (whether or not a [member](#) of the library) is entitled free of [charge](#) to access any [library material](#) of the library and any information forming part of the [information service](#) of the library (other than information excepted from free access by guidelines issued by the [Council](#)) for use on the library premises.
- (c) Any person who is a [member](#) of the library is entitled to borrow free of [charge](#) from the library for use away from the library premises any [library material](#) of the library which has been classified by the librarian of the library as being of literary, informative or educational value or as being fiction.
- (d) No [charge](#) is to be made for the delivery to a [member](#) of the library of any [library material](#) or information that the [member](#) is entitled to borrow free of [charge](#) if the [member](#) for reasons of ill health or disability cannot reasonably be expected to attend the library in person.
- (e) Any person who is a [member](#) of the library is entitled to be provided free of [charge](#) with basic reference services (being any service classified by guidelines issued by the [Council](#) as a basic reference service), including assistance in locating information and sources of information.
- (f) Any subsidy paid to the [local authority](#) under this Act must be expended in providing the services that are required by this section to be provided free of [charge](#).

(2) An entitlement under this section to borrow [library material](#) from a library for use away from the library premises does not apply to any [library material](#) that is classified by the librarian of the library as reference material.

(3) If two or more local authorities have entered into arrangements for conferring reciprocal library entitlements on the residents and ratepayers of their [areas](#), a resident or ratepayer of any of the [areas](#) concerned is for the purposes of this section to be considered to be a resident or ratepayer of each of the other [areas](#) concerned also.

(4) In this section "charge" means any [charge](#) made directly or indirectly on a person but does not include a [prescribed](#) fee for the late return of [library material](#) or a [charge](#) made for the loss of or damage to [library material](#).

(5) The [Council](#) may issue guidelines to local authorities for the purposes of this section.

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10A Restrictions on borrowing entitlements and other matters

- (1) Section 10 does not affect the operation of any regulation or by-law relating to the library to the extent that it is not inconsistent with a requirement of section 10 that an entitlement be provided free of charge.
- (2) Section 10 does not prevent a [local authority](#) from determining:
 - (a) the maximum number of items of [library material](#) or the maximum number of items of [library material](#) of a particular class of [library material](#) that a person may borrow at any one time from the library for use on or away from the library premises, or
 - (b) the limitations, restrictions and conditions which may apply to the availability of any particular item of [library material](#) or class of [library material](#) for use on or away from the library premises.
- (3) A determination under subsection (2):
 - (a) must be consistent with the requirements of section 10 that an entitlement be provided free of charge, and
 - (b) must not differ, or have effect so as to differ, in its operation between [members](#) and non-members of the library (except as regards the payment of a charge by non-members).

11 Library committee

- (1) A [local authority](#) may from time to time constitute a library committee and may delegate to the library committee all or any of the powers and duties of the [local authority](#) in relation to the provision, control and management of libraries, library services and [information services](#), except a power to borrow money, to make or levy a rate, to execute a deed or contract or an agreement under this Act, or to institute proceedings at law or in equity on behalf of the [local authority](#).
- (2) The [members](#) of the library committee shall be appointed by the [local authority](#) but need not be [members](#) of the [local authority](#).
- (3) A library committee shall exercise and perform its powers and duties subject to the control and direction of the [local authority](#).
- (4) The [local authority](#) may appoint any [member](#) of the committee to be the chairperson thereof and may from time to time remove such [member](#) from the [member's](#) office as chairperson and appoint another [member](#) in the [member's](#) place.
- (5) The [local authority](#) may at any time dissolve a library committee or may, from time to time, reconstitute the library committee or revoke, amend or vary any delegation to a library committee.
- (6) The [local authority](#) shall from time to time determine the number of [members](#) of the library committee which shall constitute a quorum at meetings of the library committee.
- (7) The procedure for the calling of meetings of a library committee and for the conduct of business at such meetings shall, subject to any regulation made in relation thereto, be as determined by the library committee.

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12 Agreements relating to local libraries

- (1)
- (a) Two or more local authorities may enter into an agreement whereby the [local authority](#) of one [area](#) undertakes the function of providing, controlling and managing libraries, library services or [information services](#) within the [area](#) or [areas](#) of the other [local authority](#) or local authorities.
 - (b) Any such agreement shall specify the terms and conditions upon which the libraries, library services or [information services](#) shall be so provided, controlled and managed.
 - (c) The [local authority](#) undertaking the function of providing, controlling and managing libraries, library services or [information services](#) pursuant to an agreement under this subsection shall have, in relation to the [area](#) or [areas](#) of the other contracting [local authority](#) or contracting local authorities, such of the powers and duties of a [local authority](#) relating to the provision, control and management of libraries, library services and [information services](#) as may be delegated to it by the agreement.
- (2)
- (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.
- (3) Any agreement made under this section shall be made to have effect for a period to be specified therein.
- (4) An agreement made under this section may provide that on termination of the agreement an adjustment shall be made of the interests of the several local authorities which are parties thereto in any property to the provision of which they have contributed and as to the mode in which the adjustment shall be arrived at.
- (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](#).

12A Other arrangements relating to local libraries

- (1) Without limiting section 12, 2 or more local authorities may, with the approval of the Minister, enter into an arrangement for the provision, control and management of any library, library service or [information service](#) in the [area](#) of any [local authority](#) that is a party to the arrangement.
- (2) The Minister is not to approve such an arrangement without the agreement of the Minister for Local Government.

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13 Subsidy

(1) A [local authority](#) within whose [area](#) a library, library service or [information service](#) is provided, controlled and managed in accordance with this Act shall, subject to this Act, be entitled to subsidy under this section.

(2) A [local authority](#) shall be eligible for subsidy under this section if during the year for which the subsidy is payable it expends out of rate income upon the provision, control and management of libraries, library services and [information services](#) in its [area](#), not less than the larger of the following amounts, namely:

- (a) An amount equivalent to the product of a rate upon the unimproved capital value of all rateable land within its [area](#):
 - (i) in the case of an [area](#) that (immediately before the commencement of the [Local Government Act 1993](#)) was a municipality-of one-tenth of one cent in the dollar,
 - (ii) in the case of an [area](#) that (immediately before the commencement of the [Local Government Act 1993](#)) was a shire-of one twenty-fifth of one cent in the dollar.
- (b) An amount equivalent to the sum of ten cents for each person resident within the [area](#) of the [local authority](#): Provided that in any case where the amount referred to in paragraph (a) is greater than an amount equivalent to the sum of fifteen cents for each person resident within the [area](#) of the [local authority](#), the [local authority](#) shall be eligible for subsidy if it so expends not less than the last-mentioned amount.

(3) A [local authority](#) shall not be eligible for subsidy under this section unless the library, library service or [information service](#) so provided, controlled and managed is in the opinion of the [Council](#) reasonably capable of meeting the requirements of the persons resident in its [area](#).

(3A) Where a [local authority](#) has failed to comply with the requirements of sections 10 and 10A during the year preceding the day on which it lodges an application for subsidy with the [Council](#) under section 14, the [local authority](#) shall not be eligible for subsidy for the year to which the application relates if the Minister so directs by order in writing served on the [local authority](#).

(4) Where a [local authority](#) is eligible for subsidy under this section the subsidy payable to the [local authority](#) in respect of any year shall be:

- (a) an amount equal to one-half of the total amount expended by the [local authority](#) on libraries, library services and [information services](#) in that year from:
 - (i) rate income, and
 - (ii) any advance against subsidy made by the Minister to the [local authority](#) in respect of that year, or
 - (b) an amount equivalent to the [prescribed](#) amount for each person resident within the [area](#) of the [local authority](#),
- whichever is the less.

(5) An advance against subsidy may be made by the Minister to a [local authority](#) in any year in respect of which the Minister considers the [local authority](#) would, on the basis of the [local authority](#)'s estimated expenditure on libraries, library services and

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[information services](#) in that year from rate income, be eligible for subsidy under this section.

(5A) An advance against subsidy is payable subject to such conditions and at such times as the Minister may determine.

(6) The [regulations](#) shall prescribe the manner in which the number of persons resident within the [area](#) of a [local authority](#) is to be ascertained for the purposes of this section.

14 Subsidy-how payable

(1) A [local authority](#) which claims to be entitled to subsidy under section 13 may lodge with the [Council](#) an application for payment of such subsidy.

(2) The [Council](#) shall consider such application and forward the same to the Minister together with its report and recommendation.

(3) Subsidy shall be payable out of moneys provided by Parliament.

SCHEDULE 2

Services of the CRL

COLLECTION DEVELOPMENT

- Selection and purchase of Resources:
- Process purchases and donations
- Catalogue – provision and management
- Repair Resources
- Regular stocktaking at all branches
- Undertake regular weeding of stock at all locations

OPERATIONS

- Stock movement between branches
- Website development and maintenance
- Management of the Library Management System
- Statistics and Reports
- Financial Management
- Policy and Procedure development and review
- Management of CRL Staff: employment, training and Professional Development, workplace and equipment.

SERVICES

- Reference support
- Readers Advisory
- Reciprocal support of Inter Library Loans Services
- Resource development for target groups and needs – children, Young Adults, older persons, disability, cultural diversity.
- Development and maintenance of a Local Studies and Family History/Genealogy collection
- Promotion and marketing of [CRL local library services to community](#)
- Research and implementation of new initiatives for example: [Electronic Resources](#), [digitization of local content](#)

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Schedule 3

Formula example for the Regional Librarian's costs

- 10.4.1 The estimated proportion of time that the Regional Librarian will dedicate to the CRL operations is 80%. This will be monitored and reviewed to ensure equity and fairness in the contributions of Bellingen Shire Council.
- 10.4.2 In determining the amended contribution of Bellingen Shire Council the wages plus on-costs for the Regional Librarian will be used.
- 10.4.3 Bellingen Shire Council will contribute towards the 80% wages and on-costs of the Regional Librarian in proportion to its population's representation of the total population serviced by the CRL.
- 10.4.4 If Bellingen Shire Council's proportional population representation of the CRL is 20%, then the following formula will apply to determining its share of the Regional Librarian's wages and on-costs.

BSC share of Regional Librarian's wages and on-costs = 20% of (80% of Regional Librarian wages and on-costs)

- 10.4.5 If Bellingen Shire Council is only liable for its proportional population representation of the Regional Librarian's wages and on-costs then the following formula will apply to determining its share of the costs total contribution to the CRL:

BSC Total Contribution = BSC Per Capita Contribution less the difference between its 20% of the total Regional Librarian wages and on-costs, and its 20% of the Regional Librarian wages and on-costs dedicated to the CRL.

BSC Total Contribution = BSC Per Capita Contribution – (20% of the Regional Librarian wages and on-costs – (20% of (80% of the Regional Librarian wages and on-costs))).