

1. DEVELOPMENT APPROVALS

Introduction

This report provides information to Council on the approved Development Applications for the month of April 2018.

Background

The approvals for the month of April 2018 bring the total approved Development Applications for the financial year to 67 with a total value of \$7,886,064.

DA No.	Location	LOT/DP	Description	Value	Assessment Time/Days
2018/13	Dandaloo Road Narromine	5/876108	Shed	\$18,000	4
2018/20	Short Street Narromine	80/790344	Garage	\$20,000	1
22/2018	Gainsborough Road Narromine	195/755131	Truck Wash Bay	\$141,673	12

Issues

Council currently has five development application under assessment. Two of these applications are on hold for reasons such as awaiting additional information.

Council has a statutory obligation to determine development applications within 40 days. The average assessment time for determining applications in April 2018 was 5.67 days.

Assessment

(a) *Legal Implications Including Directives and Guidelines*

Environmental Planning and Assessment Act 1979; Environmental Planning and Assessment Regulation 2000.

(b) *Financial Implications/Considerations*

There have been 67 development approvals with a total value of \$7,886,064 for the financial year.

1. DEVELOPMENT APPROVALS (Cont'd)

(c) Strategic Implications

This report relates to Item 3.1.6 of the Community Strategic Plan and Item 3.1.6.1 of the Delivery Program – Ensure compliance with relevant building codes and regulations

Conclusion

The approvals for the months of April 2018 brings the total approved Development Applications for the financial year to 67 with a total value of \$7,886,064.

RECOMMENDATION

That the report be noted.

2. MACQUARIE REGIONAL LIBRARY AGREEMENT

Introduction

The purpose of this report is to advise Council that there have been some minor amendments to the Macquarie Regional Library Agreement since it was reported to Council at the December 2017 meeting and the new Agreement needs to be adopted so it can be signed by 30th June 2018 the date on which the current Agreement expires.

Background

Council has been a member of the Macquarie Regional Library (MRL) since 1975. They have provided library services for Council at both Narromine and Trangie Libraries for 43 years. Dubbo Regional Council is the 'Executive' or 'Administering' Council in the Agreement.

Council resolved at its December 2017 as follows –

“RESOLVED Crs Lambert/Collins –

1. That Council adopt the terms of the new Agreement from 1st July 2018 until 30 June 2021 and authorise the Mayor and General Manager to sign the Agreement on behalf of Council;
2. That Council elect one primary delegate and one alternative delegate to the Macquarie Regional Library Committee to commence from 1st July 2018.”

2017/354

Council also resolved that Cr Lambert be the Primary Delegate and Cr Munro the Alternate Delegate to the MRL Committee.

2. MACQUARIE REGIONAL LIBRARY AGREEMENT (Cont'd)

Issues

Both Narromine Shire Council and Warrumbungle Shire Council agreed to all the changed conditions which were outlined in the report to the December meeting. Both Councils also agreed to the proposed three year term of the Agreement.

When the Report went to the Dubbo Regional Council's Infrastructure, Community and Recreation Committee meeting on 19 March 2018, the Council resolved as follows –

“That Council enter into a new Regional Library Agreement with Narromine Shire Council and Warrumbungle Shire Council effective from 1 July 2018 until 30 June 2019 to allow Council to review its membership and delivery of the Macquarie Regional Library service.”

The Committee Report was then adopted by Council on 26 March 2018.

The only change from what was agreed by Narromine and Warrumbungle Councils was the term of the Agreement. Both Narromine and Warrumbungle Councils agreed to the three year term. Dubbo Regional Council agreed to an initial one year term while they “review their membership and delivery of the Macquarie Regional Library service.” **(See attached copy of Minutes Attachment 1).**

In fact a very comprehensive review of the MRL Agreement was commissioned by the MRL Committee and conducted in 2017.

As an introductory point for the review of the MRL Agreement, the University of Technology Sydney Centre for Local Government (UTS: CLG) (**SallyAnn Hunting**) was engaged to conduct interviews with key stakeholders.

UTS: CLG interviewed Councillors, General Managers, Council staff and key MRL staff to:

- Understand any current and future issues facing each of the three member Councils in the MRL Service
- Identify potential changes to the current MRL Agreement
- Explore potential future options for the MRL Service.

UTS: CLG also consulted with the State Library of NSW Public Service Branch.

In September 2017 a Report of her findings was provided to the three member Councils and a meeting held with the General Managers and Directors of the three Councils to discuss the financials and proposed changes to the Agreement. The new Agreement was then circulated to the three Councils and adopted by all three with the exception of the term of the Agreement which was reduced to one year by Dubbo Regional Council.

2. MACQUARIE REGIONAL LIBRARY AGREEMENT (Cont'd)

It was now necessary for Narromine and Warrumbungle Shire Councils to reconsider their position because of the reduction of the three year term. The General Manager of Warrumbungle Shire Council queried what would happen to the assets of the MRL if the MRL did disband and each Council went its own way. A new clause 8.4 on page 11 has been added to the Agreement to clarify the distribution of assets in the case of termination of the Agreement.

All other changes are simply to adjust clauses that referred to a three year agreement. There is a clause in the Agreement 12.2 which states that 12 months' notice must be given of the intention to withdraw from the Agreement. This clause has always been in the Agreement so all Councils have always had the right to withdraw at any time provided they gave 12 months' notice of their intention to do so.

The only references to the three year term remaining in the Agreement refer to Schedule C which commits the 4% increase over the three year period. These were left in because if the Agreement continues on after the first year, i.e. if no Council gives 12 months' notice of its intention to withdraw, then the Agreement can continue on for three years because the financials for the three years are already part of the Agreement.

The new changes made to the Agreement are highlighted in red in **Attachment 2**.

Assessment

a) Legal or Policy Implications

There are no policy implications, however the Agreement entered into is legally binding until a Council withdraws after which the Agreement will terminate.

b) Financial Implications

The financial commitment from the Councils a party to the Agreement, are as outlined in Schedule C.

c) Assessment

This item refers to Item 1.3.7 of the Community Strategic Plan "*to enhance our libraries and community spaces to become connected learning centres for people to share knowledge.*"

Also Item 1.2.01.03 of the Delivery Program "*Negotiate ongoing performance agreement with Macquarie Regional Library*".

2. MACQUARIE REGIONAL LIBRARY AGREEMENT (Cont'd)

Summary

Whilst all three Councils in the Macquarie Regional Library have agreed to the amended terms of the Agreement as reported to the December 2017 meeting, Dubbo Regional Council amended the term of the Agreement to initially one year while they review their library service. It was stated at the last MRL meeting that Dubbo Regional Council have given no indication that they intend to disband the Macquarie Regional Library service. Under the terms of the Agreement, the Councils must give 12 months' notice of their intention to withdraw from the Agreement.

At this stage, whilst there is no termination date to the Agreement other than in accordance with Clause 12.2, if the Agreement carries on for three years then at the end of that period another Report would need to be made to the three Councils to negotiate the financial commitment which is only linked to 2021 in Schedule 3 of the Agreement. Council has been advised that the Dubbo Regional Council have agreed to sign the attached Agreement, with the additional change, all references to the General Manager of Dubbo Regional Council now state Chief Executive Officer.

RECOMMENDATION

That Council enter into the new Regional Library Agreement with Dubbo Regional Council and Warrumbungle Shire Council as attached to this Report to commence from 1st July 2018.

Vas Roberts
Director Community & Regulatory Services

**INFRASTRUCTURE, COMMUNITY AND RECREATION COMMITTEE - 19 MARCH 2018
REPORT**

ICRC18/32 UPDATE - MACQUARIE REGIONAL LIBRARY AND SERVICE MODEL (ID18/502)

The Committee had before it the report dated 13 March 2018 from the Manager Macquarie Regional Library regarding Update - Macquarie Regional Library and Service Model.

Moved by Councillor A Jones and seconded by Councillor K Parker

MOTION

1. That the information contained within the report of the Manager Macquarie Regional Library dated 13 March 2018 be noted.
2. That Council enter into a new Regional Library Agreement with Narromine Shire Council and Warrumbungle Shire Council effective from 1 July 2018 until 30 June 2021.

Moved by Councillor B Shields and seconded by G Mohr

AMENDMENT

1. That the information contained within the report of the Manager Macquarie Regional Library dated 13 March 2018 be noted.
2. That Council enter into a new Regional Library Agreement with Narromine Shire Council and Warrumbungle Shire Council effective from 1 July 2018 until 30 June 2019 to allow Council to review its membership and delivery of the Macquarie Regional Library service.
3. That Councillor A Jones be the Councillor representative on the Macquarie Regional Library Committee.

The amendment on being put to the meeting was carried.

CARRIED

The amendment then became the motion and on being put to the meeting was carried.

CARRIED



**MACQUARIE REGIONAL LIBRARY
SERVICE AGREEMENT**

~~1 July 2018 – 30 June 2021~~

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Macquarie Regional Library Service Agreement

This Agreement is made on 1st of July 2018.

Between

1. Dubbo Regional Council; and
2. Narromine Shire Council; and
3. Warrumbungle Shire Council.

Background

- A. This is an Agreement made pursuant to s. 12 (1) of the Library Act 1939.
- B. The Administering Council (Dubbo Regional Council) agrees to undertake the function of providing, controlling and managing libraries, library services or information services within the area of each Delegating Council (Narromine Shire Council and Warrumbungle Shire Council).
- C. The Delegating Councils agree to delegate to the Administering Council the function of providing, controlling and managing libraries, library services or information services within the area of each Delegating Council.
- D. This Agreement specifies the terms and conditions upon which the libraries, library services or information services will be provided, controlled and managed by the Administering Council.
- E. The Participating Councils note the intention of the Administering Council to constitute a committee, in respect of the Regional Library Service, pursuant to s. 11 of the Act
- F. Each Participating Council has resolved to adopt the Library Act 1939.

Operative provisions

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires:

“Act” means the Library Act 1939.

“Administering Council” means the council described as such in the Agreement Details. The ‘Administering Council’ may also be known as the ‘Executive Council’.

“Agreement” means the Macquarie Regional Library Service Agreement which includes the schedules that are incorporated into this agreement by reference, as amended from time to time in accordance with the terms of this agreement.

“Agreement Details” means the details specified in Schedule A.

“Area” in relation to a Participating Council means:

- (a) for a Delegating Council, the geographic area of the Delegating Council; and
- (b) for the Administering Council, the geographic area of the Administering Council which, for the avoidance of doubt, excludes the geographic area of a Delegating Council.

“Commencement Date” means the date specified as such in the Agreement Details.

“Committee” means the Macquarie Regional Library Service Committee.

“Delegating Council” means a council described as such in the Agreement Details.

“General Manager” means the General Manager of Dubbo Regional Council. The General Manager of the ‘Administering Council’ may also be known as the ‘Executive Officer’ of the Macquarie Regional Library Service.

“Library Council” means Library Council of New South Wales.

“Manager” means the Manager, Macquarie Regional Library referred to in cl. 9.4.

“Net assets” means the assets acquired for or by the Regional Library Service after the commencement of this Agreement, not being assets referred to in cls 6.4 or 8.1.

“Participating Council” means a party to this Agreement. A ‘Participating Council’ may also be known as a ‘member Council’.

“Region” means the geographic area covered by the Participating Councils.

“Regional Library Service” means the service formed after the Commencement Date and constituted by the libraries, library services or information services provided, controlled and managed by the Administering Council in the area of each Participating Council and titled the Regional Library Service.

“Regional Library Services Branch” has meaning in cl. 9.4.

“Service Level Agreement” means the service level agreement in Schedule B, which forms part of this Agreement.

“Term” means the duration of this Agreement as specified in the Agreement Details or until the date on which this Agreement is terminated, whichever occurs first.

1.2 Except where the context otherwise requires:

- a) **References to legislation** A reference to a statute, regulation, ordinance or by-law (“Law”) will be deemed to extend to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing that Law from time to time.
- b) **Reconstitution of a party** A reference to a party which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable.
- c) **Time Limits** Where any time limit pursuant to this Agreement falls on a non-business day then that time limit shall be deemed to have expired on the next business day.
- d) **Grammatical forms** Where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase shall unless the context otherwise requires have a corresponding meaning.
- e) **Rules of Construction** No rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this Agreement or any part of it.
- f) **Headings** The headings and index in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- g) **References to groups** A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- h) **References to persons** Persons will be taken to include any natural or legal person.

2. Term

2.1 This Agreement commences on the **1 July 2018 and will continue until terminated in accordance with Clause 12.2.**

~~to 30 June 2021 and will continue for the Term.~~

3. Delegation

- 3.1 Pursuant to s. 12(1) of the Act, each Delegating Council hereby delegates to the Administering Council the function of providing, controlling and managing libraries, library services or information services within its area.
- 3.2 The delegation of functions referred to in cl. 3.1 to the Administering Council excludes -
- a) 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 Delegating Councils;
 - b) the determination of staff establishment levels and the levels of experience and qualifications of staff at Branch Libraries and Service Points within the LGA of each Delegating Council;
 - c) the determination of opening hours of Branch Libraries and Service Points within the LGA of each Delegating Council;
 - d) the provision, asset maintenance and risk management responsibilities for all library buildings and associated furniture and fittings within the areas of each Delegating Council and
 - e) the adoption of the Revenue Policy for the fees and charges for library services at the Branch Libraries and Service Points within the LGA of each Delegating Council.

4. Responsibilities of the Administering Council (Dubbo Regional Council)

- 4.1 The Administering Council is to provide, control and manage the Regional Library Service in accordance with the Act.
- 4.2 The Administering Council is to provide full administrative services to the Regional Library Service including:
- a) keeping and auditing all records, Committee meeting minutes and reports and accounts, in accordance with all relevant legislation and by-laws;
 - b) managing funds and reserves to maximise income for and on behalf of the Regional Library Service;
 - c) signing all contracts and agreements relating to the Regional Library Service; and
 - d) setting the employment conditions of all the staff employed on behalf of the Regional Library Service.
- 4.3 The Administering Council is to develop, adopt, implement, maintain and monitor the implementation of a Delivery Program for the Regional Library Service.

- 4.4 The Administering Council is to prepare policy statements on relevant aspects of the Regional Library Service and, as required, review all policies in order to improve the provision of library services for residents of the Region.
- 4.5 The Administering Council is 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 the Regional Library Service.
- 4.6 The Administering Council is to cooperate with libraries and library systems in the wider library network on such terms and conditions as may be agreed between them.
- 4.7 The Administering Council is to submit to each Delegating Council in respect of the previous financial year:
- a) an annual report which includes a copy of the audited statement of accounts for the Regional Library Service;
 - b) details of the activities of the Regional Library Service including, and not limited to, statistics of purchases for the library collection;
 - c) reports outlining but not limited to:
 - i. the collection size, including its age and distribution;
 - ii. the number of borrowers and of items borrowed;
 - iii. the number of library visits and
 - iv. the number and type of value-added services.
- 4.8 The Administering Council is to provide quarterly financial statements and quarterly reports on the annual Operational Plan to the Participating Councils in February, April, August and November each year.
- 4.9 The Administering Council is to engage suitably qualified staff where required for the Regional Library Service in accordance with Australian Library and Information Association standards, as amended from time to time, and the Library Regulation 2005.
- 4.10 Staff engaged at branch libraries are:
- a) subject to the policies and procedures (including the Salary Structure System) of the Administering Council, and are employed by the Administering Council, and are
 - b) accountable to the Manager, Macquarie Regional Library for:
 - (i) delivery of the service as is necessary to implement the library policies and procedures for the Regional Library Service and
 - (ii) the standard of customer service
- within the branch library/service point.

5. Library Committee pursuant to s. 11 of the Act

- 5.1 Nothing in this Agreement prevents the Administering Council from delegating any of its functions, including any conferred or imposed under this Agreement, in relation to the provision, control and management of libraries, library services and information services, to a committee constituted by it in accordance with s. 11 of the Act.
- 5.2 The Administering Council shall constitute a library committee known as the Macquarie Regional Library Committee (“the Committee”).
- 5.3 The Committee shall consist of one (1) councillor appointed by each of the Participating Councils (hereinafter called “members”).
- 5.4 The nominated members shall be the primary delegates for their respective Councils.
- 5.5 The Participating Councils shall also nominate alternative councillor delegates to represent their Council in the absence of the primary delegates.
- 5.6 In the event that a member (primary delegate) of the Committee will be absent from a meeting, such alternative delegate shall have the full rights and responsibilities of the primary delegate.
- 5.7 Members of the Committee shall be deemed to be appointed effective from the date of this Agreement and thereafter shall be appointed in the month immediately following the Local Government quadrennial elections. Retiring members of the Committee shall be eligible for re-appointment.
- 5.8 The Participating Councils may change their nominated primary and alternative delegates at any time.
- 5.9 The Committee shall elect a Chairman and a Deputy Chairman from the Committee members and the authority to so elect is hereby delegated by the parties to this Agreement. The election of Chairman and Deputy Chairman shall take place each calendar year at the last meeting in the year.
- 5.10 The Committee shall hold two (2) meetings each year in April and November with the meetings to be held in Dubbo.
- 5.11 The number of persons required to form a quorum for Committee meetings shall be two (2) members or alternate delegates of the Committee.
- 5.12 The procedure for the conduct of meetings and administration of the Committee’s affairs shall be as provided for Councils in the Local Government Act, 1993 and regulations made there under with the exception of Clause 235 of the Local Government General Regulation 2005, Part 10 – Meetings, which requires personal

presence at meetings. In this case, personal presence shall only apply to the meeting for the election of Chairman and Deputy Chairman as provided for in this Clause.

- 5.13 The Committee shall adopt a Code of Meeting Practice in accordance with the Local Government General Regulation 2005 Part 10 – Meetings, at the meeting under cl. 5.9.
- 5.14 The Chairman, or in the absence of the Chairman, the Deputy Chairman, shall be empowered to convene an Extraordinary Meeting of the Committee at any time.
- 5.15 The Committee is delegated authority by the Administering Council to hold a Budget Meeting in April each year to determine and adopt a draft annual Operational Plan, Budget and Revenue Policy in accordance with Part 2 Chapter 13 of the Local Government Act, 1993.
- 5.16 The fees and charges (Revenue Policy) relating to this function are adopted by the MRL Committee and then forwarded to the Participating Councils for inclusion with their draft revenue policies in their draft Integrated Planning documents for public display and subsequent formal adoption by the Participating Council.
- 5.17 The Administering Council shall publicly exhibit the draft three (3) year Macquarie Regional Library Service Delivery Program and the annual Operational Plan, Budget and Revenue Policy with its draft Integrated Planning and Reporting documents for the purposes of Section 405 of the Local Government Act, 1993.

The draft Delivery Program and the annual Operational Plan, Budget and Revenue Policy will also be placed on public display at all Branch Libraries of the Macquarie Regional Library Service.

Any submissions received by the Administering Council in relation to the draft Macquarie Regional Library Service Delivery Program and the annual Operational Plan, Budget and Revenue Policy) shall be referred to an extraordinary meeting of the Committee for consideration and determination. Where there are no submissions received on the draft Macquarie Regional Library Service three (3) year Delivery Program and the draft annual Operational Plan, Budget and Revenue Policy, the Administering Council will adopt the Delivery Program as exhibited on behalf of the Participating Councils.

The adoption of the Macquarie Regional Library Service Delivery Program and the annual Operational Plan, Budget and Revenue Policy is binding on the Administering and Participating Councils.

- 5.18 The dates and times at which its meetings are held and the manner of the meeting shall be determined by the Committee.

- 5.19 The Chairman and/or Deputy Chairman of the Committee may resign his office by letter addressed to the General Manager of the Administering Council.
- 5.20 A member or alternative delegate of the Committee may resign his office by letter addressed to the General Manager of the Administering Council. The Council whose representation is reduced by the vacancy shall fill any vacancy occurring in the Committee and the appointee shall hold office for the remainder of the current term.
- 5.21 If a member (primary delegate) of the Committee is absent from two (2) consecutive meetings thereof without having obtained leave of absence from the Committee, their position shall become vacant.

6. Responsibilities of the Participating Councils (Dubbo Regional Council, Narromine Shire Council and Warrumbungle Shire Council)

- 6.1 Each Participating Council is to be responsible for the provision, maintenance, furnishing, equipping, lighting, cleaning and security of any branch library or service point of the Regional Library Service in its area.
- 6.2 In planning new buildings for branch libraries or the refurbishment of existing library facilities, a Participating Council is to seek the advice of the Manager, Macquarie Regional Library.
- 6.3 Where a Delegating Council requires an additional library branch it will, at its own expense, and after consultation with the Administering Council, provide suitable branch library buildings and ensure provision of the necessary staff, fittings and furnishings, computer equipment and establishment collection at a standard agreed to by the Administering Council.
- 6.4 Such buildings, fittings and furnishings, computer equipment and establishment stock are to remain the property of the individual Participating Council.
- 6.5 Where the establishment of an additional branch facility increases a Participating Council's use of the Regional Library Service's resources that Participating Council, unless otherwise agreed to by the other Participating Councils, shall directly bear the increased cost to the Regional Library Service caused by the additional branch facility.
- 6.6 The Participating Councils agree to provide sufficient resources to support and maintain those assets necessary for the effective operation of the Regional Library Service.
- 6.7 The Participating Councils are responsible for determining the opening hours of the branch libraries in their areas, in consultation with the Manager, Macquarie Regional Library.

- 6.8 Where a mobile library service is provided in the area of one Participating Council only, it is to be provided and maintained by that Participating Council at its own cost.
- 6.9 Where a mobile library service is provided in the area of more than one Participating Council, it is to be provided and maintained by each of those Participating Councils, with the costs of doing so to be met by each in proportion to the extent of service provided in each area.
- 6.10 The Mobile library service timetable will be established by negotiation between the Participating Councils and the Manager, Macquarie Regional Library.
- 6.11 A Participating Council is responsible for the cost of providing any service or resource additional to that outlined in this Agreement, which is to be paid within thirty days of the Participating Council receiving an invoice from the Regional Library Service for the provision of such service or resource.

7. Liability

- 7.1 Any liability incurred by the Administering Council in connection with the performance of its functions as Administering Council under this Agreement, except where the Administering Council has been negligent in the performance of its functions, is to be borne by each Participating Council in the same proportion as its financial contribution to the Regional Library Service bears to the sum of all the Participating Councils' financial contributions to the Regional Library Service ~~over the duration of this Agreement.~~
- 7.2 ~~The duration of this Agreement, for the purposes of cl. 7.1, is the period between the Commencement Date and the date the liability is incurred, to a maximum five year period.~~

For the purposes of cl.7.1, this Agreement is from the commencement date until the Agreement is terminated in accordance with Clause 12.2.

8. Assets

- 8.1 All ~~Regional Library~~ materials, equipment and other assets held ~~by the Participating Councils~~ prior to the execution of this Agreement and specified in Schedule D - *Macquarie Regional Library Assets*, are for the use of the Regional Library Service.
- 8.2 The Administering Council is to maintain a register of the assets provided for the use of the Regional Library Service ~~which must indicate which Participating Council owns each asset.~~ The Administering Council shall affect insurance coverage over the assets of the Regional Library Service as referred to in Schedule D – *Macquarie Regional*

Library Assets. Participating Councils are to maintain a register of assets purchased by the Participating Council and provided for use in their libraries. Participating Councils should ~~affect~~ ensure insurance coverage of their assets including premiums for building insurance, public liability insurance and contents insurance.

8.3 A Participating Council must, unless otherwise agreed to by the other Participating Councils, give a minimum of twelve months notice in writing of its intention to withdraw an asset from use by the Regional Library Service.

8.4 Distribution of Assets [See also Clause 11, Clause 12.4 and Schedule D]

If the Macquarie Regional Library Service is dissolved, the net assets, after payment of all liabilities, shall be apportioned among the Participating Councils in the ratio of the respective contributions paid by the Participating Councils over the immediate preceding four year Agreement or this Agreement.

9. Management and Administration

9.1 The General Manager is responsible to the Administering Council for the financial operation and administration of the Regional Library Service.

9.2 The fees and charges (Revenue Policy) relating to this function are adopted by the MRL Committee and then forwarded to the Participating Councils for inclusion with their draft revenue policies in their draft Integrated Planning and Reporting documents for public display and subsequent formal adoption by the Participating Council.

9.3 A Manager, Macquarie Regional Library is to be appointed by the Administering Council and:

- a) is to be a qualified librarian eligible for Associate Membership of the Australian Library and Information Association (ALIA);
- b) is to be responsible to the Dubbo Regional Council's Director Community and Recreation for the administration of the services provided by the Regional Library Service and
- c) is to supervise and manage staff employed by the Administering Council. (cl. 4.9).

Note – Team Leaders employed at the Dubbo, Narromine and Coonabarabran Branches are required to have qualifications recognised by ALIA and be eligible for *Associate Membership* of ALIA, with demonstrated relevant experience to meet the selection criteria for the position.

- 9.4 A Regional Library Services Branch (structure) is to be established by the Administering Council in conjunction with the Manager, Macquarie Regional Library and:
- a) the staff are responsible to the Manager, Macquarie Regional Library and
 - b) where required, staff are to be a qualified librarian eligible for *Associate Membership* of ALIA or possess appropriate qualifications relevant to the position held.
- 9.5 Written plans for the management and development of the Regional Library Service shall be jointly prepared by the Manager, Macquarie Regional Library and relevant library staff which will include objectives for but not limited to:
- a) collection development;
 - b) library services development and delivery and
 - c) staff training and development.

10. Finance

- 10.1 The Administering Council will by April each year provide each Delegating Council with a copy of the Regional Library Service's proposed annual budget for the following financial year.
- 10.2 The proposed annual budget will include:
- a) the amount of funds currently held by or for the Regional Library Service;
 - b) the amount of each Participating Council's proposed financial contribution to or for the Regional Library Service for the financial year commencing 1 July;
 - c) the estimated amount of funds to be received from government subsidies and grants by or for the Regional Library Service in the financial year commencing 1 July and
 - d) the amount of funds to be received from any other source by or for the Regional Library Service in the financial year commencing 1 July.
- 10.3 The Administering Council is to use its best endeavours to ensure that an annual budget is adopted by July in each year.
- 10.4 In the event that the annual budget is not adopted by the date specified in cl. 10.1, contributions from Participating Councils will remain unchanged from the previous year until the annual budget is resolved.

10.5 In respect of the annual budget contribution:

- a) the amount to be contributed to or for the Regional Library Service by each Participating Council during each financial year is to be the amount specified in the Regional Library Service's adopted annual budget as the contribution of that Participating Council;
- b) the Administering Council will consult with the other Participating Councils about a formula to be used to determine the budget contribution for each Participating Council;
- c) the funding provisions ~~for the three (3) year term of this Agreement~~ are based upon delivering a balanced budget and the contributions to be made by each participating Council for the financial years 2018/2019 to 2020/2021 inclusive, as set out in Schedule C of the Agreement.

Any variations to the contributions by participating Councils detailed in Schedule C (a) must be approved by all Participating Councils.

The funding provisions are binding upon each Participating Council.

- d) in addition to any other amount referred to in this clause, each of the Participating Councils shall pay annually to the Administering Council a further amount being:
 - i. 15% of the annual contribution under cl. 10.5 (c) ~~for the Agreement period 1st day of July 2018 to 30 June 2021 of the Agreement period~~ for the provision of library resources (book vote contributions) **for the financial years 2018/2019 to 2020/2021 inclusive, as set out in Schedule C of the Agreement.**
 - ii. the actual cost of salaries, salary on-costs, recruitment costs and other ancillary employment costs for the provision of staff employed by the Administering Council at the individual Branch Libraries and Service Points within each Delegating Council LGA.
- e) the annual Subsidy and Subsidy Adjustment Funding provisions provided by the Library Council of NSW, distributed by the State Library of NSW, to each Participating Council shall be passed on in full within twenty eight (28) days of receipt of such funds to the Administering Council for the operation of the Macquarie Regional Library Service and
- f) in addition to any other amount referred to in this clause, each of the Participating Councils shall pay annually to the Administering Council a further amount being:

- i. each Participating Council's financial contribution to the Regional Library Service shall be paid in quarterly installments on the first days of July, October, January and April of each year.
- ii. any Participating Council may contribute additional funding to their library service.

10.6 Interest on any amount payable under this Agreement which is not received by the Administering Council within thirty days of the due date may be charged at the rate specified from time to time by the Local Government Minister by notice published in the Gazette pursuant to s. 566 of the Local Government Act 1993, until the date it is received by the Administering Council.

11. Dispute resolution

- 11.1 Where a Participating Council claims that a dispute has arisen, it may give written notice of the dispute to [each or the] other Participating Councils.
- 11.2 The Participating Councils must seek to resolve the dispute within 14 days of receipt of a notice under cl. 11.1.
- 11.3 If the dispute is not resolved within this 14 day period, or within such further period as the Participating Councils agree in writing, then the dispute is to be referred to the Australian Commercial Dispute Centre ("ACDC") for mediation.
- 11.4 The mediation shall be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- 11.5 Notwithstanding anything else in this clause, pursuant to s.12 (5) of the Act, any dispute arising under the Agreement must, on the application to the Library Council of NSW by a Participating Council, be settled by arbitration by an arbitrator appointed by the Library Council.

12. Termination

- 12.1 This Agreement may be terminated by the withdrawal of one Participating Council.
- 12.2 A Participating Council must, unless otherwise agreed to by the other Participating Councils, give a minimum of twelve months notice in writing of its intention to withdraw from the Regional Library Service.

- 12.3 This Agreement may be terminated, when (i) a new Council joins the Regional Library Service, or (ii) in the event of an amalgamation that affects an existing Participating Council boundary,

A new Agreement, that includes the additional party or parties, is to be developed for ~~confirmation~~ review and adoption by all Participating Councils and subsequent execution.

- 12.4 If this Agreement is terminated:

- a) each Participating Council will be entitled to a portion of the Regional Library Service's assets; and
- b) each Participating Council will be liable for a portion of the liabilities and contingent liabilities of the Regional Library Service in the same proportion as its financial contribution to the Regional Library Service bears to the total of all the financial contributions by each Participating Council to the Regional Library Service over the duration of this Agreement to a maximum five year period.

- 12.5 ~~The duration of this Agreement, for the purposes of cl. 12.2, is the period between the commencement date 1 July 2018 to 30 June 2021.~~

13. Notices

- 13.1 A notice under this Agreement must be:

- a) in writing, directed to the General Manager of the other Participating Councils as specified in the Agreement Details and
- b) forwarded to the address, facsimile number or the email address of that representative as specified in the Agreement Details or the address last notified by the intended recipient to the sender.

- 13.2 A notice under this Agreement will be deemed to be served:

- a) in the case of delivery in person - when delivered to the recipient's address for service and a signature received as evidence of delivery;
- b) in the case of delivery by post - within three business days of posting;
- c) in the case of delivery by facsimile – at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient and
- d) in the case of delivery by email, on receipt of confirmation by the recipient that the recipient has received the email.

- 13.3 Notwithstanding the preceding sub-clause, if delivery or receipt of a communication is on a day which is not a business day in the place to which the communication is

sent or is later than 5pm (local time in that place) it will be deemed to have been duly given or made at 9am (local time at that place) on the next business day in that place.

14. Miscellaneous

Writing

14.1 All amendments to this Agreement and all consents, approvals, waivers and agreements made under or pursuant to this Agreement must be evidenced in writing.

Consents

14.2 A Participating Council may give its consent or approval conditionally or unconditionally or may withhold its consent, in its absolute discretion, unless this Agreement specifically provides otherwise.

Severability

14.3 If any part of this Agreement is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

14.4 If any part of this Agreement is not in accordance with the provisions of the Act, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

Inconsistency

14.5 In the event of an inconsistency between the terms of this Agreement, for the purpose only of resolving the inconsistency, the following order of decreasing priority applies:

- a) Operative provisions of this Agreement.
- b) Agreement Details (Schedule A).
- c) Service Level Agreement (Schedule B).
- d) Other Schedules

Legal advice and costs

14.6 Each Participating Council will bear its own costs incurred in relation to this Agreement.

This Agreement is effective to commence on 1st July 2018.

Execution of the Agreement

Signed for and on behalf of **Dubbo Regional Council** (Administering Council)

this day of 2018

.....

Mayor

.....

Chief Executive Officer

Signed for and on behalf of **Narromine Shire Council** (Delegating Council)

this day of 2018

.....

Mayor

.....

General Manager

Signed for and on behalf of **Warrumbungle Shire Council** (Delegating Council)

this day of 2018

.....

Mayor

.....

General Manager

Schedule A Agreement Details

(a) Participating Councils

This schedule forms part of the Agreement between the Participating Councils.

Item 1 Administering Council
Name: **Dubbo Regional Council**
Address Church Street, Dubbo NSW 2830

Item 2 Delegating Council
Name: **Narromine Shire Council**
Address Dandaloo Street, Narromine NSW 2821

Item 3 Delegating Council
Name: **Warrumbungle Shire Council**
Address John Street, Coonabarabran NSW 2357

Item 4 **TERM**
Commencement Date: **1 July 2018**
~~Duration:~~ ~~**30 June 2021**~~

Schedule A Agreement Details

(b) Macquarie Regional Library Service Branch Libraries/Service Points

Dubbo Regional Council

Dubbo Branch Library

Wellington Branch Library

Narromine Shire Council

Narromine Branch Library

Trangie Branch Library

Warrumbungle Shire Council

Coonabarabran Branch Library

Coolah Branch Library

Dunedoo Branch Library

Baradine Service Point

Binnaway Service Point

Mendooran Service Point

Schedule B

Service Level Agreement

This Service Level Agreement has been developed using key areas identified in *Living Learning Libraries; standards and guidelines for NSW public libraries*, 5th edition 2014, published by the State Library of NSW for the Library Council of NSW.

Services are provided in accordance with National and State legislation, Australian Library and Information Association policies and guidelines, Library Council of New South Wales Guidelines, industry best-practice and the conditions set down by the relevant funding bodies.

Macquarie Regional Library aims to achieve the 'Enhanced' or 'Exemplary' levels of service outlined in *Living Learning Libraries*. However, the service levels reported against in the Macquarie Regional Library Delivery Program and Operational Plans may describe the 'Baseline' level to be provided.

Services are grouped under the areas of:

- 1. Library Management and Operations**
- 2. Library Staffing**
- 3. Collection Acquisition and Development**
- 4. Information Technology**

Note – Within the Service Level Agreement, Macquarie Regional Library refers to services provided by Macquarie Regional Library or Dubbo Regional Council as the Administering Council.

Note – Refer also to the MRL Agreement Clause 4 [Responsibilities of the Administering Council (Dubbo Regional Council)] specifically Clauses 4.7 and 4.8 and Clause 9 [Management and Administration]

Schedule B Service Level Agreement

1. Library Management and Operations

1.1 Objective

To provide for the management and operation of library services that:

- are accessible, equitable, cost effective and efficient
- meet the information, recreation and cultural needs of the community
- offer a wide range of services and programs for all age groups

In respect of the following matters, the Regional Library Services Branch will -

1.2 Governance

- Provide the Macquarie Regional Library Committee with the provision of timely and relevant reports, communication on emerging issues and items of interest
- Develop, implement and maintain a Strategic Plan and a Delivery Program including the annual Operational Plan, Budget and Revenue Policy
- Provide advice to the Administering Council on all matters relevant to the policy, planning and development of the Regional Library Service
- Implement or assist in the implementation of decisions made by the Administering Council upon matters delegated to it under this Agreement
- Manage the resources of the Regional Library Service in a cost-effective manner
- Meet the requirements of the *Library Act 1939* (as amended) and other relevant legislation

1.3 Grants

- Apply for, manage and acquit grant funding on behalf of Macquarie Regional Library
- Support member councils in the preparation of grant applications and management of funded projects as appropriate

1.4 Liaise with External agencies

- Provide statistical data and information as requested by the State Library of NSW and other agencies
- Represent Macquarie Regional Library on the New South Wales Public Libraries Association (NSWPLA) and other peak bodies as required

1.5 Reporting

- Present an Annual Report including financial data and distribute to all member councils
- Provide a quarterly Macquarie Regional Library financial report to all member councils
- Provide a quarterly statistical report to all member councils
- Provide a quarterly branch activities report to all member councils
- Develop reports on specific issues for member councils as scheduled/required

1.6 Policy and Planning

- Facilitate ongoing planning and strategies for Macquarie Regional Library
- Development and review Library operational policies

1.7 Advocacy and Promotion

- Advocate for and promote the Macquarie Regional Library Service within the member Council communities and with relevant stakeholders

1.8 Library Buildings

1.8.1 Objectives

To provide library buildings which:

- will serve the identified needs of the community
- are convenient and accessible
- are attractive, designed for efficiency and sustainability and are flexible and functional
- accommodate library collections, resources and programs which serve the identified needs of the community

In respect of the following matters, the Regional Library Services Branch will –

- Provide advice to the member Councils on the operational, asset management and WHS requirements of branch libraries in their areas to ensure that buildings meet the State Library NSW *People Places* 3rd Edition requirements

1.9 Marketing and Public Relations

1.9.1 Objectives

- To ensure that all members of the community are made aware of library services and programs.
- To facilitate easy access to library facilities, services and programs for all members of the community.

In respect of the following matters, the Regional Library Services Branch will –

- Address, report and review the actions identified in the annual Macquarie Regional Library *Marketing Plan*

2. Library Staffing

The Administering Council will appoint a Manager, suitably qualified as recognised by the Australian Library and Information Association and further, establish a Regional Library Services Branch with staff who are suitably qualified and recognised by the Australian Library and Information Association where required.

2.1 Objective

- To ensure that the number and mix of library staff support a range of services and programs which meet the needs of the member Council communities.

In respect of the following matters, the Regional Library Services Branch, in conjunction with the Dubbo Regional Council's People, Culture and Safety Branch will –

- Provide Human Resource services including the recruitment of staff and staff evaluation criteria and performance measures
- Undertake the management and supervision of staff and volunteers
- Develop and implement a training plan for all staff and volunteers

3. Collection Acquisition and Development

3.1 Objectives

- To ensure the community has access to a current and relevant collection of library materials in a variety of formats including print, audio, audiovisual and digital.
- To provide a catalogue which records the collection – a means by which library customers can easily find out what the library has, and which enables borrowing, reserves and requests to be made; profiles of interest to be registered and matching alerts to be despatched; and notices to be disseminated.

In respect of the following matters, the Regional Library Services Branch will –

- Maintain and regularly review a *Collection Development Policy*
- Facilitate the selection, acquisition, processing and maintenance of a library collection which meets the needs of library users throughout the region
- Facilitate the transfer and rotation of stock between branch libraries
- Oversee the weeding, deletion and disposal of stock
- Provide a regular delivery and pick up of items between all branches

3.2 Cataloguing

3.2.1 Objectives

- To maintain rigorous control to ensure consistency and uniformity in catalogues which facilitates use by those unfamiliar with library cataloguing rules.
- To provide a framework for bibliographic control of library materials and the exchange of bibliographic data.

In respect of the following matters, the Regional Library Services Branch will –

- Provide accurate bibliographic records for all materials catalogued and maintain these records to accepted industry standards

4. Information Technology

4.1 Objectives

- To ensure that all library resources and services are accessible by the community served by the library.

[Information Technology Standards (ITS) include all aspects of Information and Communication Technologies (ICT)]

In respect of the following matters, the Regional Library Services Branch will –

- Manage the Library Management System (LMS) contract including administration, maintenance, upgrades and scheduled hardware and software replacement
- Provide all branches with access to the LMS for circulation, catalogue and staff enquiry functions
- Provide ongoing training to branch staff in the operation of the LMS in modules relevant to branch library operations
- Facilitate a help desk function
- Manage system connectivity
- Provide associated hardware and consumables
- Provide all branches with access to Internet services, including connectivity, hardware, software and consumables for the staff and the public
- Maintain communication technology including telephone, facsimile and email
- Provide and maintain office equipment including photocopiers and associated consumables
- Develop and maintain the Macquarie Regional Library web site
- Maintain and monitor the Macquarie Regional Library presence on social media

Schedule C
Annual Contributions, Income and Operating Costs

(a) Estimated Annual Contributions and Annual Book Vote contributions 2018 - 2021

	2018/2019 Budget	2019/2020 Budget	2020/2021 Budget
CONTRIBUTIONS			
DUBBO REGIONAL COUNCIL	796,336	828,190	861,318
NARROMINE SHIRE COUNCIL	107,582	111,885	116,360
WARRUMBUNGL E SHIRE COUNCIL	177,874	184,989	192,389
BOOK VOTE CONTRIBUTIONS			
DUBBO REGIONAL COUNCIL	179,450	184,229	189,198
NARROMINE SHIRE COUNCIL	16,137	16,783	17,454
WARRUMBUNGL E SHIRE COUNCIL	26,681	27,748	28,858

(b) Income

Income will be derived from:-

- Contributions from the Participating Councils
- State Library NSW subsidies as determined and distributed by the Library Council of New South Wales
- Grants
- Fees and charges, as recommended by the Committee relating to this function and adopted by the Committee, are forwarded to the Participating Councils for inclusion, with their draft revenue policies, in their draft Integrated Planning and Reporting documents for public display and consequent formal adoption by each Participating Council
- Sale of Assets

Schedule C

Annual Contributions, Income and Operating Costs

(c) Operating Costs

The Participating Councils to the Agreement will contribute to the cost of:

Employment costs and overheads

[Regional Library Services Branch staff performing work for the Regional Library Service]

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

Operational overheads

- Administering Council administration costs
- General expenses
- Insurances
- Office equipment purchase, maintenance and repair
- Postage
- Printing and stationery
- Professional association memberships
- Rent
- Telephone
- Vehicle expenses

Exchanges and deliveries

- Delivery costs

Library resources

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

Promotions and programs

- Marketing and Promotions expenses

Schedule C
Annual Contributions, Income and Operating Costs

Computer services provision - MRL Library Management System
- Virtual Private Network (VPN)
- Regional Library Services Branch

- Computer purchase, maintenance, upgrade and repair
- Software licences and support
- Systems replacement, enhancements and upgrades
- Hardware (including servers and other network equipment) replacement and upgrades
- Systems training
- Communications expenses

Schedule D

Macquarie Regional Library Assets

As per Section 8.2 of this Agreement, the Administering Council will maintain an Asset Register which records the assets acquired using the Regional Library Service budget.

Assets will comprise, but are not limited to:

- Library resources – in all formats, purchased by the Administering Council on behalf of the Participating Councils and located at the Participating Councils branches and service points
- The Regional Library Service computerised Library Management System
- The Regional Library Service Virtual Private Network (VPN)
- Cash reserves and working funds
- Unexpended Grants held in reserve
- The Regional Library Services Office furniture, fittings and equipment, including IT equipment, that are housed in the Dubbo Branch Library/Regional Library Services Office building, unless otherwise identified

Distribution of Assets

Upon termination of this Agreement the net assets, after payment of all liabilities, shall be apportioned among the Participating Councils in the ratio of the respective contributions paid by the Participating Councils over the immediately preceding three years or current life of the existing Agreement and to the total of the contributions paid over that period by the Participating Councils.

Schedule E

Information Technology Provisions

The Macquarie Regional Library Budget currently provides for the replacement, maintenance, repair, software licences and communication expenses for the staff access computer work stations, online (catalogue) public access computers (OPACS) and the public access computer work stations held at each Participating Council branch library or service point.

As per the MRL Information Technology Plan, staff access and public access computer work stations at each Participating Council branch/service point will be replaced every 3 years.

The Budget also provides for the replacement, maintenance, repair, software licences and communication expenses for computer work stations for the Regional Library Services Branch staff and for the provision of the Library Management System (*Spydus*).

Following the Execution of this Agreement, the full cost for additional staff access computer work stations, online (catalogue) public access computers (OPAC) and the public access computer work stations held at each Participating Council branch library or service point may be applied to the Participating Council.

Costs associated for additional computer work stations include –

- Hardware purchase, replacement, maintenance and repair
- Computer purchase, replacement, maintenance and repair
- Software licences and support
- Communications and associated network expenses

Note 1

This computer service provision does not include any additional power access requirements, data points or data cabling requirements and work station furniture.

Note 2

Staff access and public access computer work stations at each Participating Council branch library/service point provided after the execution of this Agreement will be replaced every 3 years at the cost of the Participating Council.

Schedule E

Information Technology Provisions

Public access computer work stations held by the Participating Councils at the time of the execution of this Agreement

Participating Council	Branch/Service Point	Total
Dubbo Regional Council	Dubbo Branch Library	17
	Wellington Branch Library	6
Narromine Shire Council	Narromine Branch Library	4
	Trangie Branch Library	3
Warrumbungle Shire Council	Coonabarabran Branch Library	6
	Coolah Branch Library	6
	Dunedoo Branch Library	4
	Baradine Service Point	Nil
	Binnaway Service Point	Nil
	Mendooran Service Point	Nil

Staff access computer work stations (SPC) and online (catalogue) public access computers (OPAC) held by the Participating Councils prior to the execution of this Agreement.

Participating Council	Branch/Service Point	Total [SPC/PAC]
Dubbo Regional Council	Dubbo Branch Library	18 [PC 16/OPAC 4]
	Wellington Branch Library	2 [PC 1/OPAC 1]
Narromine Shire Council	Narromine Branch Library	2 [PC 1/OPAC 1]
	Trangie Branch Library	2 [PC 1/OPAC 1]
Warrumbungle Shire Council	Coonabarabran Branch Library	2 [PC 1/OPAC 1]
	Coolah Branch Library	2 [PC 1/OPAC 1]
	Dunedoo Branch Library	1
	Baradine Service Point	1
	Binnaway Service Point	1 [Laptop]
	Mendooran Service Point	1

Laptop computers

Each Branch Library has a laptop computer. There are also ten (10) additional laptop computers held in the Regional Library Services Branch available for use in the Branch Libraries and Service Points.