



Deed

Richmond Tweed Regional Library

*Library Act 1939, Section 12(1)*

Ballina Shire Council  
Byron Shire Council  
Lismore City Council  
Tweed Shire Council

Dated: [Drafting Note: Insert date]

**DRAFT – 28 July 2017 - Version 13**



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# Richmond Tweed Regional Library Deed of Agreement

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# Richmond Tweed Regional Library Deed of Agreement

Deed made on the [Drafting Note. Insert Date].

## Parties

Ballina Shire Council ABN 53 929 887 369 of 40 Cherry Street, Ballina, New South Wales, and

Byron Shire Council ABN 14 472 131 473 of 70-90 Station Street, Mullumbimby, New South Wales, and

Lismore City Council ABN 60 080 932 837 of 43 Oliver Avenue, Goonellabah, New South Wales, and

Tweed Shire Council ABN 90 178 732 496 of 10-14 Tumbulgum Road, Murwillumbah, New South Wales.

## Background

- A The Founding Member Councils have each adopted the Act.
- B At the date of this Deed, the RTRL operates in the LGAs of the Founding Member Councils pursuant to the Act.
- C The Founding Member Councils wish to enter into a new agreement pursuant to s12(1) of the Act governing the future operation of the RTRL and their respective rights and obligations as Member Councils.
- D Pursuant to the new agreement, the Founding Member Councils wish to appoint Lismore City Council as the Executive Council to provide and manage the Library Services provided by the RTRL.
- E Lismore City Council is willing to accept the appointment as the Executive Council.
- F The Founding Member Councils intend that the following principles and attributes will apply to the Library Services:
- strategic,
  - efficient,
  - customer focused,
  - responsive,
  - flexible,
  - transparent,
  - local and regional,
  - future focused,
  - integrated and co-operative, and
  - supported by all Member Councils.
- G The Founding Member Councils have agreed to enter into this Deed to give effect to these arrangements.



## Operative Provisions

### 1 Definitions and interpretations

1.1 In this Deed, unless the context or subject-matter otherwise indicates or requires:

<b>Act</b>	means the <i>Library Act 1939</i> (NSW)
<b>Alternate RTRL Committee Member</b>	means a person appointed by a Member Council to perform the functions of a RTRL Committee Member in their absence.
<b>Area Librarian</b>	means the person appointed under clause 19.1.
<b>Branch Library</b>	means premises located in a Member Council's LGA through which the Library Service are delivered.
<b>Branch Library Services</b>	means the Library Services delivered within a Member Council's LGA.
<b>Branch Supervisor</b>	means the team leader of the Branch Library Services in a Member Council's LGA.
<b>Collection</b>	means the physical and digital library content supporting the reading, information, recreational, educational and cultural needs of the communities of the Member Councils.
<b>Commencing Date</b>	On the date the deed was executed, see page 27, execution page.
<b>Council</b>	means a council constituted under the <i>Local Government Act 1993</i> .
<b>Deed</b>	means this Deed, including the Appendices to this Deed, as amended from time to time in accordance with this Deed.
<b>Establishment Collection</b>	means the core Collection of a Branch Library for its catchment area.
<b>Executive Council</b>	means the Council appointed as such by clause 7.1.
<b>Executive Officer</b>	means the person referred to in clause 10.1.



# Richmond Tweed Regional Library Deed of Agreement

<b>Expiry Date</b>	means four years from execution date of the Deed.
<b>Founding Member Council</b>	means Ballina Shire Council, Byron Shire Council, Lismore City Council or Tweed Shire Council.
<b>Law</b>	means an Act of Parliament, regulation, statutory rule, ordinance, by-law or the like.
<b>LGA</b>	means local government area.
<b>Library Council</b>	means the Library Council of New South Wales constituted under s3 of the Act.
<b>Library Services</b>	means the library and information services provided and managed within the RTRL Region by the Executive Council on behalf of the RTRL in accordance with this Deed, and includes the Mobile Library Service.
<b>Member Council</b>	means a Council that is a Party to this Agreement.
<b>Member Council Assets</b>	means property (real or otherwise) acquired by a Member Council before or after the date of this Deed that is made available by the Member Council for use in connection with the Library Services.
<b>Member Council Contribution</b>	means a dollar amount specified in the RTRL Annual Budget that is payable by a Member Council to the Executive Council for a financial year in respect of the Library Services.
<b>Mobile Library Service</b>	means the component of the Library Services provided by means of a specifically designed and equipped vehicle to persons who cannot readily reach a Branch Library.
<b>Model Code of Conduct</b>	means <i>The Model Code of Conduct for Local Councils in NSW</i> published by the Office of Local Government dated November 2015, as amended or substituted from time to time.
<b>NSW IP&amp;R Framework</b>	means the framework described on page 6 of the document titled ' <i>Integrated Planning and Reporting Guidelines for Local Government</i> ' published by the NSW Department of Premier & Cabinet, Division of Local Government, dated March 2013 as amended or substituted from time to time.



<b>RTRL</b>	means the Richmond Tweed Regional Library.
<b>RTRL Annual Budget</b>	means a statement of the revenue policy for the RTRL for a financial year containing the statements and particulars required by this Deed.
<b>RTRL Annual Report</b>	means the report provided by the Executive Council to the RTRL Committee referred to in clause 7.1.
<b>RTRL Assets</b>	means property (real or otherwise) used or intended for use by the Executive Council in connection with the Library Services acquired by the Executive Council before or after the date of this Deed using Member Council Contributions.
<b>RTRL Assets Register</b>	means a written register separately recording the RTRL Assets and the Member Council Assets.
<b>RTRL Committee</b>	means the committee referred to in clause 4 established by the Executive Council, in that capacity, under clause 260 of the <i>Local Government (General) Regulation 2005</i> .
<b>RTRL Committee Member</b>	means a person appointed by a Member Council to be a member of the RTRL Committee.
<b>RTRL Delivery Plan</b>	means a written plan for the delivery of Library Services by the Executive Council in Member Council LGAs setting out the principal activities to be undertaken by the Executive Council in each Member Council LGA to implement the strategies contained in the RTRL Strategic Plan within the resources provided for in the RTRL Long Term Financial Plan and containing other matters provided for in this Deed.
<b>RTRL Manager</b>	means the person referred to in clause 11.
<b>RTRL Plans</b>	means the RTRL Strategic Plan, the RTRL Long Term Financial Plan and the RTRL Delivery Plan.
<b>RTRL Long Term Financial Plan</b>	means a written long-term plan for the provision of the resources required to implement the strategies contained in the RTRL Strategic Plan based on long-term



financial planning, workforce management planning and asset management planning for the RTRL, and containing other matters provided for in this Deed.

**RTRL Region**

Region means the combined LGAs of the Member Councils.

**RTRL Strategic Plan**

means a written plan that identifies the main priorities and aspirations for the future of the RTRL and contains strategic objectives for the RTRL together with strategies for achieving those objectives, and containing other matters provided for in this Deed.

**Senior Manager**

means any staff member, or their duly appointed delegate or nominee, employed by a Member Council at the level of senior manager or higher.

**SLA**

means a written service level agreement between the Executive Council and a Member Council setting out the nature and extent of Library Services required to be provided by the Executive Council in the Member Council's LGA in a financial year in exchange for the Member Council's financial contribution to the RTRL for that year.

**SLG**

means the RTRL senior leadership group appointed in accordance with clause 9.

**Term**

means the term of this Agreement provided for in clause 3.

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

1.2.1 **References to legislation.** A reference to a Law will be deemed to extend to include a reference to all Laws amending, consolidating or replacing that Law from time to time;

1.2.2 **Reconstitution of a party.** A reference to a person 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;

1.2.3 **Reference to a function.** A reference to a function is a reference to a power, authority and duty.





- 1.2.4 **Time Limits.** Where any time limit pursuant to this Deed falls on a non-business day, then that time limit shall be deemed to have expired on the next business day;
- 1.2.5 **Grammatical forms.** Where a word or phrase is given a defined meaning in this Deed, 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;
- 1.2.6 **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 Deed or any part of it;
- 1.2.7 **Headings.** The headings and contents page in this Deed are for convenience only and do not affect the interpretation of this Deed;
- 1.2.8 **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; and
- 1.2.9 **References to persons.** A reference to a person includes a reference to any natural or legal person.

## 2 Termination of Previous Agreement

- 2.1 Any previous agreement or arrangement entered into between the Founding Member Councils relating to library and information services provided through the RTRL within the RTRL Region is terminated with effect on the Commencing Date.
- 2.2 Despite clause 2.1, anything done or agreed by the Founding Member Councils under any such agreement or arrangement remains validly done or agreed and continues to have effect unless it is contrary to this Deed or anything done or agreed by the Parties under this Deed.

## 3 Term & Extension

- 3.1 This Deed commences on the Commencing Date and ends on the Expiry Date.
- 3.2 No later than eighteen (18) months before the Expiry Date, any Member Council may make a written request to the RTRL Committee and all other Member Councils to extend the Term for a further period of four (4) years.
- 3.3 As soon as practicable after receiving the request, the Library Committee will convene a meeting to consider the request.
- 3.4 If the Library Committee unanimously resolves to agree to the request, the Term is extended for a further period of four (4) years and the Expiry Date is the last day of the extended Term.



## 4 The RTRL Committee

- 4.1 The Executive Council is to establish the RTRL Committee as a committee of the Executive Council as soon as practicable after the Commencing Date and delegate to the RTRL Committee the functions necessary to enable the RTRL Committee to efficiently and effectively perform its functions under this Deed.
- 4.2 The RTRL Committee is to:
  - 4.2.1 oversee the efficient and effective functioning of the RTRL,
  - 4.2.2 deliberate on matters concerning the affairs of the RTRL,
  - 4.2.3 develop and prioritise policies, plans and programs relating to the RTRL and the provision of the Library Services,
  - 4.2.4 monitor and review the provision of the Library Services,
  - 4.2.5 oversee the finances of the RTRL,
  - 4.2.6 review and endorse the RTRL Annual Budget for each financial year,
  - 4.2.7 liaise with the Executive Council relating to the provision of the Library Services,
  - 4.2.8 identify funding opportunities to support and enhance the RTRL and the provision of the Library Services,
  - 4.2.9 consider and determine any application from a Council to become a Member Council of the RTRL, and
  - 4.2.10 exercise functions delegated to it by the Executive Council.

## 5 RTRL Committee Membership

- 5.1 The RTRL Committee is to be comprised of two (2) RTRL Committee Members appointed by each Member Council.
- 5.2 A Member Council, as soon as practicable after the establishment of the RTRL Committee by the Executive Council or after becoming a Member Council, is to appoint two (2) RTRL Committee Members and one (1) Alternate RTRL Committee Members.
- 5.3 As soon practicable after an ordinary election of a Member Council, the Member Council is to make an appointment of its RTRL Committee Members and Alternate RTRL Committee Members.
- 5.4 The appointment of each RTRL Committee Members and Alternate RTRL Committee Members by a Member Council remains in force until the earlier to occur of:
  - 5.4.1 the next ordinary election of the Member Council,
  - 5.4.2 their replacement by the Member Council,
  - 5.4.3 the resignation of the member,
  - 5.4.4 a vacancy in the civic office of the member,



- 5.4.5 the disqualification from civic office of the member,
- 5.4.6 the death or mental incapacity of the member,
- 5.4.7 the termination of this Deed.
- 5.5 Any vacancy in the office of a RTRL Committee Member or Alternate RTRL Committee Member is to be filled by the Member Council concerned as soon as practicable after the vacancy occurs.
- 5.6 Each Member Council is to notify the RTRL Committee in writing of any change to the appointment of its RTRL Committee Members or Alternate RTRL Committee Members.
- 5.7 The Model Code of Conduct applies to all RTRL Committee Members and Alternate RTRL Committee Members in the performance of their functions on the RTRL Committee.

## 6 Proceedings of the RTRL Committee

- 6.1 The RTRL Committee is to hold not less than four (4) meetings each year.
- 6.2 The Code of Meeting Practice is to govern the conduct of meetings of the RTRL Committee.
- 6.3 The following business is to be transacted by the RTRL Committee at its first meeting after the Commencing Date and after any ordinary election of all of the Member Councils:
  - 6.3.1 the election of a chairperson and a deputy chairperson as the first item of business,
  - 6.3.2 the determination of times and places for meetings of the RTRL Committee for the next year,
  - 6.3.3 the receipt of the RTRL Annual Report for the preceding financial year.
- 6.4 The quorum for a meeting of the RTRL Committee is a majority of all the RTRL Committee Members, or in their absence Alternate Committee Members, appointed by the Member Councils who are present at the meeting and entitled to vote.
- 6.5 Each RTRL Committee Member may attend any meeting of the RTRL Committee and is entitled to one vote on any matter that is put to the meeting.
- 6.6 Whenever an RTRL Committee Member is absent from a meeting of the RTRL Committee, an Alternate RTRL Committee Member determined by the Member Council concerned may attend and is entitled to one vote on any matter that is put to a vote at the meeting.

## 7 The Executive Council

- 7.1 Lismore City Council is appointed by the Member Councils to be the Executive Council of the RTRL and accepts such appointment.



## Richmond Tweed Regional Library Deed of Agreement

- 7.2 For the purpose of enabling the Executive Council to perform its functions under this Deed, the Member Councils delegate to the Executive Council their functions relating to the provision and management of libraries, library services and information services within their LGAs.
- 7.3 The Executive Council is to deliver the Library Services in accordance with this Deed and subject to the Act.
- 7.4 The Executive Council is to provide full administrative services in connection with the operations of the RTRL including but not limited to:
  - 7.4.1 properly managing and accounting for the use of Member Council Contributions and other monies received in relation to the RTRL,
  - 7.4.2 properly managing funds and reserves relating to the RTRL to maximise income,
  - 7.4.3 keeping and auditing proper accounts and other records relating to the RTRL in accordance with this Deed and all relevant Laws,
  - 7.4.4 signing all contracts and agreements relating to the RTRL Services, and
  - 7.4.5 setting the employment conditions of all staff employed by it in connection with the provision of the RTRL Services,
  - 7.4.6 prepare an agenda and business papers for each meeting of the RTRL Committee and distributing copies to RTRL Committee Members before the meeting,
  - 7.4.7 keeping minutes of each meeting of the RTRL Committee and distributing copies to the RTRL Committee Members as soon as practicable after the meeting,
  - 7.4.8 implementing decisions of the RTRL Committee without undue delay, and
  - 7.4.9 utilising and maintaining assets owned by Member Councils, including the Executive Council used in connection with the RTRL.
- 7.5 The Executive Council is to provide information, advice and assistance to the RTRL Committee necessary to enable the RTRL Committee to efficiently and effectively perform its functions under this Deed.
- 7.6 The Executive Council is to consult with the RTRL Committee about the delivery of the Library Services.
- 7.7 The Executive Council, in consultation with the SLG, is to prepare and keep under review the RTRL Plans and other plans, policies and programs relating to the activities of the RTRL.
- 7.8 The Executive Council is to consult with Member Councils and their local communities about the Library Services to ensure the optimal delivery of the Library Services in the LGAs of the Member Councils.



- 7.9 The Executive Council, in consultation with the SLG and Member Councils, is to prepare the RTRL Annual Budget for each financial year and is to submit it to the RTRL Committee for review and endorsement before it is adopted by the Executive Council.
- 7.10 The Executive Council is to provide the RTRL Annual Report to the RTRL Committee, Member Councils and the SLG once each year detailing the following in relation to the previous financial year:
- 7.10.1 the activities of the RTRL including but not limited to statistics of purchases for the Collection,
  - 7.10.2 a copy of the audited statement of accounts for the RTRL,
  - 7.10.3 a copy of the RTRL Assets Register,
  - 7.10.4 the Collection size and its age and distribution within the RTRL Region,
  - 7.10.5 the number of borrowers and items borrowed,
  - 7.10.6 the number of library visits and item loans per capita,
  - 7.10.7 the number and type of value-added services provided in connection with the Library Services,
  - 7.10.8 an assessment of the quality of the Library Services delivered to each Member Council measured against performance benchmarks in the RTRL Strategic Plan and RTRL Delivery Plan and the SLA applying to the Member Council,
  - 7.10.9 for each Branch Library, the level of staffing, the nature of staffing employment, and financial details relating to accrued staff leave,
  - 7.10.10 any other matter reasonably required by the RTRL Committee.
- 7.11 The Executive Council is to use all reasonable endeavours to identify funding opportunities to support and enhance the RTRL and the provision of the Library Services, and to obtain the full benefit of grants and subsidies made available to it by the Commonwealth, the State of New South Wales or otherwise.
- 7.12 The Executive Council is to work co-operatively with libraries and library systems in the wider library network for the benefit of the RTRL.

## 8 Responsibilities of Member Councils

- 8.1 Each Member Council is to pay a Member Council Contribution for each financial year to the Executive Council in accordance with this Deed.
- 8.2 A Member Council is responsible for the provision and maintenance of, Branch Library premises, fixtures, fittings and furnishings within its LGA.
- 8.3 A Member Council is to consult on service implications with the Executive Council and the SLG concerning any proposal to establish a



new Branch Library or relocate a Branch Library or undertake a major refurbishment of a Branch Library or other library within its LGA.

- 8.4 A Member Council is to apply such funds and other resources as is necessary towards the provision and maintenance of Branch Library premises, fittings, fixtures and furnishings, and the Establishment Collection.
- 8.5 A Member Council is to regulate the opening hours of Branch Libraries within its LGA having regard to the recommendations of the Executive Council, the SLG and the RTRL Manager, and the Library Council Guidelines issued by the Library Council under s10(5) of the Act from time to time.
- 8.6 The cost of providing and maintaining a Mobile Library Service that is provided:
- 8.6.1 in the LGA of only one Member Council is to be borne solely by that Member Council,
  - 8.6.2 in the LGAs of two or more Member Councils are to be borne by each of the Member Councils in proportion to the extent of the Mobile Library Service provided in LGAs.
- 8.7 The operating hours of a Mobile Library Service are to be regulated by the Member Council or the group of Member Councils within whose LGA or LGAs the Mobile Library Service is provided.
- 8.8 A Member Council is to pay the Executive Council for any costs incurred by the Executive Council and invoiced to the Member Council for the provision of any service in connection with the RTRL requested by the Member Council that is additional to the Branch Library Service.
- 8.9 A Member Council is to consult with the Area Librarian and the RTRL Manager about the operation and management of the Branch Library Service and Mobile Library Service within its LGA.

## 9 The SLG

- 9.1 The SLG shall include a minimum of one senior staff member nominated by each Member Council as well as the Executive Officer and RTRL Manager.
- 9.2 As soon as practicable after the Commencing Date, each Member Council is to appoint the agreed number of members of their senior staff to be members of the SLG.
- 9.3 The SLG is generally responsible for providing advice and assistance:
- 9.3.1 to the Executive Council about the exercise of its functions under this Deed,
  - 9.3.2 to the Executive Council concerning the delivery of Branch Library Services,
  - 9.3.3 to the Executive Council and Member Councils about the integration of Library Services with Member Council services.



- 9.4 The SLG is to report to the RTRL Committee in relation to the following but not limited to:
- 9.4.1 financial matters concerning the RTRL generally and the delivery of the Library Services in particular,
  - 9.4.2 the preparation of the RTRL Plans,
  - 9.4.3 the preparation of the RTRL Annual Budget,
  - 9.4.4 the formula for calculating Member Council Contributions,
  - 9.4.5 annual performance measures for the delivery of the Library Services contained in the RTRL Delivery Plan,
  - 9.4.6 the review of the RTRL Plans and other plans, policies, and programs relating to the activities of the RTRL,
  - 9.4.7 proposals for the establishment or relocation or major refurbishment of Branch Libraries,
  - 9.4.8 the opening hours of Branch Libraries,
  - 9.4.9 consultations with the Executive Council about the appointment of the RTRL Manager,
  - 9.4.10 reviewing the RTRL name and brand;
  - 9.4.11 and any other matters the SLG may determine appropriate.
- 9.5 The SLG is to meet not less than four (4) times each year at times and places determined by the SLG.
- 9.6 The Executive Officer or the Executive Officer's nominee is to be the chairperson of meetings of the SLG.
- 9.7 The SLG may determine the procedure for the conduct of its meetings.
- 9.8 The SLG is to report to, and is accountable to, the RTRL Committee in relation to all matters with which it deals.

## 10 The Executive Officer

- 10.1 The Executive Officer of the RTRL is the General Manager of the Executive Council or a person appointed by the General Manager of the Executive Council to be the Executive Officer.
- 10.2 The Executive Officer is responsible to the Executive Council for the administration and financial operation of the RTRL.
- 10.3 The Executive Officer is the key liaison person for Member Councils and the RTRL Committee in relation to matters concerning the RTRL.

## 11 RTRL Manager

- 11.1 The Executive Council is to appoint the RTRL Manager when the position is vacant in consultation with the SLG and RTRL Committee.
- 11.2 The RTRL Manager:



- 11.2.1 is to be a qualified and well-experienced librarian who is recognised by the Australian Library and Information Association,
  - 11.2.2 is to be an employee of, or a contractor to, the Executive Council,
  - 11.2.3 reports to the Executive Officer or a person nominated by the General Manager of the Executive Council,
  - 11.2.4 is to liaise with the SLG in performing his or her functions, and
  - 11.2.5 is bound by the Model Code of Conduct as adopted by the Executive Council.
- 11.3 The functions of the RTRL Manager are:
- 11.3.1 to administer the Library Services on behalf of the Executive Council,
  - 11.3.2 to implement, or assist in the implementation of, decisions of the Executive Council relating to the RTRL,
  - 11.3.3 to develop, maintain and implement the RTRL planning and reporting documents as per Appendix B with the assistance of the SLG,
  - 11.3.4 to provide advice to the Executive Council and the SLG on matters relevant to the development and implementation of the RTRL Plans and plans, policies and programs of the RTRL,
  - 11.3.5 to manage, on behalf of the Executive Council, the resources of the RTRL consistent with the RTRL Long Term Financial Plan and RTRL Strategic Plan,
  - 11.3.6 to liaise with the Area Librarians and Member Councils on the operation and staffing of Branch Libraries,
  - 11.3.7 to represent the RTRL at all times in a professional and competent manner,
  - 11.3.8 to provide reports to the Executive Council and the SLG as required by them on the administration of the RTRL and the implementation of the RTRL Strategic Plan and RTRL Delivery Plan, and
  - 11.3.9 to perform any other functions determined by the Executive Council in consultation with the RTRL Committee from time to time.

## 12 Adoption of RTRL Plans

- 12.1 Within one year of the Commencing Date, the RTRL Committee, in consultation with the SLG, is to adopt the RTRL Strategic Plan.
- 12.2 As soon as practicable after the adoption of the RTRL Strategic Plan, the RTRL Committee, in consultation with the SLG, is to adopt the RTRL Delivery Plan and the RTRL Long Term Financial Plan, each of which is to be consistent with the adopted RTRL Strategic Plan.





## 13 RTRL Long Term Financial Plan

- 13.1 In the first year after the Commencing Date, the Executive Council, with the assistance of the SLG, is to prepare and submit the proposed RTRL Long Term Financial Plan to the Member Councils for comment and then to the RTRL Committee for adoption.
- 13.2 In each subsequent year, the Executive Council, with the assistance of the SLG, is to prepare and submit a review of the RTRL Long Term Financial Plan to the Member Councils for comment and then to the RTRL Committee for adoption.
- 13.3 The RTRL Long Term Financial Plan is to include:
  - 13.3.1 the proposed RTRL Annual Budget for the following financial year, and
  - 13.3.2 a projected income statement, balance sheet, cash flow statement and key financial performance indicators for the following ten (10) year period.

## 14 RTRL Annual Budget

- 14.1 By not later than 1 March in each year, the Executive Council is to provide a copy of the proposed RTRL Annual Budget for the next financial year to the RTRL Committee, Member Councils and the SLG.
- 14.2 The proposed RTRL Annual Budget is to include the following statements and particulars:
  - 14.2.1 a statement containing a detailed estimate of income and expenditure relating to the operations of the RTRL,
  - 14.2.2 particulars of the amount of each Member Council Contribution, and
  - 14.2.3 particulars of the budget allocation to the Executive Council to enable it to perform its functions under this Deed.
- 14.3 The proposed RTRL Annual Budget is not to be submitted to the Executive Council for adoption unless and until it has been endorsed by the RTRL Committee, each Member Council and the SLG.
- 14.4 The Executive Council is to use all reasonable endeavours to ensure that the RTRL Annual Budget is adopted by not later than 30 June in each year.

## 15 Member Council Contributions

- 15.1 The Executive Council is to consult with the RTRL Committee, Member Councils and the SLG about the formula to be used for calculating Member Council Contributions.
- 15.2 The formula to be used by the Executive Council for calculating Member Council Contributions for a financial year is to be adopted by the RTRL Committee before being included in the proposed RTRL



Annual Budget prepared by the Executive Council for the financial year.

- 15.3 The formula to be used by the Executive Council for calculating Member Council Contributions is to be sufficiently flexible to ensure that the following are taken into account:
- 15.3.1 any changes to the use of Branch Libraries over time in Member Council LGAs,
  - 15.3.2 the number of residents in Member Council LGAs,
  - 15.3.3 the estimated number of persons in areas outside of Member Council LGAs who use Branch Library Services in Member Council LGAs, and
  - 15.3.4 any agreements or arrangements entered into between Member Councils and libraries or other bodies outside of the Member Council LGAs for the provision of library and information services in the Member Council LGAs.
- 15.4 Subject to this Deed, each Member Council Contribution is to be paid in quarterly instalments on the first day of July, October, January and April in the financial year to which the payment relates.
- 15.5 A Member Council Contribution is not payable for a financial year unless and until the Member Council and the Executive Council have entered into a SLA relating to the financial year.
- 15.6 The existing amount of a Member Council Contribution is not subject to adjustment for a new financial year until the later to occur of 1 July in the new financial year or the date the RTRL Annual Budget is adopted by the Executive Council.

## 16 RTRL Delivery Plan

- 16.1 The RTRL Delivery Plan is to be jointly prepared by each Member Council, the RTRL Manager and each Area Librarian.
- 16.2 The RTRL Delivery Plan is to make provision for:
- 16.2.1 collection development,
  - 16.2.2 the development and delivery of Library Services,
  - 16.2.3 staff training and development,
  - 16.2.4 the maintenance and improvement of Branch Library premises and other buildings used in connection with the RTRL,
  - 16.2.5 analysis of LGA demographics for the purposes of planning and improving the Library Services and
  - 16.2.6 the formulation of annual performance measures relating to the delivery of Library Services subject to review by the RTRL Committee, Executive Council and the SLG.



- 16.3 The Area Librarian for each Member Council Area is to be responsible for the preparation of reports to be presented to the RTRL Committee and SLG.

### 17 Service Level Agreement

- 17.1 As soon as practicable after the Commencing Date, the Executive Council, in consultation with the SLG, is to prepare a proposed SLA for each Member Council's LGA.
- 17.2 A proposed SLA may relate to the delivery of Library Services in a Member Council's LGA for one or more financial years.
- 17.3 The Executive Council is to submit the proposed SLA to the Member Council concerned for review by the Member Council.
- 17.4 The Executive Council and the Member Council are to work co-operatively and in good faith and use all reasonable endeavours to reach agreement on the terms of the SLA.
- 17.5 A SLA for a Member Council's LGA takes effect when the Executive Council and the Member Council enter into the SLA.

### 18 RTRL Assets Register

- 18.1 Within twelve months of the Commencing Date, the Executive Council is to establish the RTRL Assets Register.
- 18.2 The RTRL Assets Register is to record the following information:
- 18.2.1 each RTRL Asset and Member Council Asset existing on the Commencing Date, the value of such each asset on the Commencing Date and its current value,
- 18.2.2 each RTRL Asset acquired after the Commencing Date, the date of acquisition of the asset, its acquisition cost, the proportions in which Member Council Contributions were used to acquire the asset, and its current value,
- 18.2.3 each Member Council Asset provided to the RTRL after the Commencing Date and its current value.
- 18.3 The Area Librarians are to maintain the RTRL Assets Register and keep it up to date.
- 18.4 A copy of the RTRL Assets Register is to be included in the RTRL Annual Report.
- 18.5 The Executive Council is not to sell or otherwise dispose of, or exchange or surrender, or lease or encumber any RTRL Land and Building Assets without the Approval of the RTRL Committee.
- 18.6 A Member Council is not to withdraw a Member Council Asset from use by the Executive Council in connection with the delivery of the Library Services unless it has given the Executive Council not less than twelve (12) months prior written notice of its intention to do so.



## 19 Staff

- 19.1 RTRL Staff are employed by the Executive Council; however Member Councils may directly employ staff working within the Member's Branch Library, subject to agreement with the RTRL Committee and Executive Council.
- 19.2 A review of library staff will be completed within a two year period from commencement of this Agreement to assess whether any library staff should be employed directly by Member Councils.
- 19.3 The Executive Council will appoint an Area Librarian to manage the library service for each Member Council that report to the Regional Library Manager.
- 19.4 The monetary contribution made by each Member Council is to cover the cost of staffing.

## 20 Dispute Resolution

- 20.1 A Member Council may give written notice of a dispute relating to any matter the subject of this Deed to the RTRL Committee and each Member Council.
- 20.2 The written notice is to set out details of the dispute.
- 20.3 The RTRL Committee is to use all reasonable endeavours to resolve the dispute within fourteen (14) days of receipt of the written notice of the dispute.
- 20.4 If the dispute is not resolved within that period, or the dispute is with the RTRL Committee, the RTRL Committee is to refer the dispute to the Australian Disputes Centre for independent mediation in accordance with commercial mediation guidelines published and used by the Australian Disputes Centre from time to time.
- 20.5 Despite anything else in this clause, pursuant to s12(5) of the Act, it is a term of this Deed that any dispute arising under this Deed must, on the application to the Council of a Member Council, be settled by arbitration by an arbitrator appointed by the Council.

## 21 Admission of New Member Council

- 21.1 The RTRL Committee, in consultation with the Executive Council and the SLG, is to determine any written application made to it or the Executive Officer to admit a Council as a new Member Council.
- 21.2 A unanimous resolution of the RTRL Committee is required to admit a Council as a new Member Council.
- 21.3 The admission of a new Member Council does not take effect unless and until the new Member Council and the existing Member Councils have entered into a deed by which the new Member Council agrees to be bound by this Deed on such terms as are required by the existing Member Councils.



## 22 Retirement of Member Council

- 22.1 A Member Council may give the RTRL Committee or the Executive Officer written notice of its intention to retire as a Member Council.
- 22.2 The Executive Officer is to give a copy of any such notice to the RTRL Committee without delay.
- 22.3 The written notice is to specify the date on which the Member Council will retire, being a date that is;
  - 22.3.1 30 June in a specified year unless otherwise agreed by unanimous resolution of the RTRL Committee, and
  - 22.3.2 not less than eighteen (18) months after the date of giving the notice, and
  - 22.3.3 not less than twelve (12) months before or after an ordinary election the Member Councils.
- 22.4 The retirement of a Member Council does not affect the continued operation of this Deed in relation to the remaining Member Councils.
- 22.5 Any costs incurred by the RTRL or any Member Council in connection with the retirement of a Member Council is to be borne by the retiring Member Council.

## 23 Termination

- 23.1 This Deed may be terminated before the Expiry Date if written notice to that effect is given to the Executive Council signed by a majority of the Member Councils.
- 23.2 Upon termination of this Deed or the Expiry Date, whichever occurs first, the value of the RTRL Assets is to be realised by the Executive Council and the net proceeds are to be distributed to the Member Councils as follows:
  - 23.2.1 Each Founding Member Council will be entitled to an equal share of the total equity of the Regional Library as at 30 June 2017; and
  - 23.2.2 Each Member Council will be entitled to a share of any changes in total equity from the commencement of this Agreement to the date of termination in the same proportion as its financial contribution to the Regional Library bears to the total of all the financial contributions by each Member Council over the duration of this Agreement;

## 24 Payment of Interest

- 24.1 Interest on any amount due and payable by a Member Council to the Executive Council under this Deed and which is not paid to the Executive Council within fourteen (14) days of the due date is to be paid at the rate provided for in s566(3) of the *Local Government Act 1993* until the date it is received by the Executive Council.



## 25 Indemnity

- 25.1 The Member Councils indemnify the Executive Council in equal proportions for any liability incurred by the Executive Council in connection with the performance of its functions as the Executive Council under this Deed but not to the extent that the liability results from the negligence of the Executive Council or any unlawful act or omission by the Executive Council.

## 26 Regional Library Name & Brand

- 26.1 The Executive Council is to ensure as far as is reasonably practical that the name '*Richmond Tweed Regional Library*' is registered under the *Business Names Registration Act 2011* (Cth) on behalf of the Member Councils.
- 26.2 The Executive Council is to ensure as far as is reasonably practical that any sign (within the meaning of the *Trade Marks Act 1995* (Cth)) pertaining to and used by the RTRL is registered under that Act on behalf of the Member Councils.
- 26.3 The SLG is to review and report to the RTRL Committee on the RTRL name and brand not later than two (2) years from the Commencing Date.
- 26.4 The name or brand of the RTRL may only be changed by a unanimous decision of the RTRL Committee.

## 27 Notices

- 27.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 27.1.1 delivered or posted to that Party at its address specified in this Deed, or
- 27.1.2 emailed to that Party at its email address specified by that Party for the purposes of this Deed.
- 27.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, or emailed to the latest address or fax number.
- 27.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 27.3.1 delivered, when it is left at the relevant address,
- 27.3.2 sent by post, 2 business days after it is posted, or
- 27.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet Contractor within a period of 24 hours of the email being sent.



- 27.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## 28 Amendment

- 28.1 This Deed is not to be amended unless the proposed amendment:
- 28.1.1 is considered at a meeting of the RTRL, and
  - 28.1.2 is notified in writing to the Executive Council and the Member Councils by the Party proposing the amendment not less than one month before it is considered at the RTRL Committee meeting.
- 28.2 No amendment to this Deed, nor any agreement entered into between two or more of the Parties pursuant to this Deed, nor any agreement, consent or approval given by a Party under this Deed, is of any force or effect unless it is in writing and signed by the Party or Parties concerned.

## 29 Consents

- 29.1 If this Deed permits a party to give or withhold its consent or approval in relation to any matter, that consent or approval may be given or withheld conditionally or unconditionally, in its absolute discretion, unless this Deed expressly provides otherwise.

## 30 Waiver

- 30.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 30.2 A waiver by a Party is only effective if it:
- 30.2.1 is in writing,
  - 30.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
  - 30.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver, and
  - 30.2.4 is signed and dated by the Party giving the waiver.
- 30.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 30.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be



taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

- 30.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

## 31 Entire Agreement

- 31.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 31.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

## 32 Further Acts

- 32.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

## 33 Governing Law & Jurisdiction

- 33.1 This Deed is governed by the law of New South Wales.
- 33.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 33.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.
- 33.4 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.

## 34 Joint and Individual Liability & Benefits

- 34.1 Except as otherwise expressly provided for in this Deed:
- 34.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more Parties binds them jointly and each of them individually, and
- 34.1.2 any benefit in favour of 2 or more Parties is for the benefit of them jointly and each of them individually.

## 35 No Fetter

- 35.1 Nothing in this Deed shall be construed as requiring a Party to do anything that would cause it to be in breach of any of its obligations





under any Law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

## 36 Illegality

- 36.1 If any provision of this Deed can be read in a way that makes it unlawful, unenforceable or invalid, but can also be read in a way that makes it lawful, enforceable and valid, it must be read in the latter way.

## 37 Severability

- 37.1 If any provision of this Deed is unlawful, unenforceable or invalid, then that provision is taken to be severed from this Deed but without affecting the continued operation of the remainder of the Deed.

## 38 Inconsistency

- 38.1 If there is an inconsistency between the provisions of this Deed, the following approach applies for the purpose only of resolving the inconsistency:
- 38.2 the provision which gives best effect to the intention of the Parties relating to the subject-matter of the inconsistency prevails to the extent of the inconsistency,
- 38.3 the operative provisions of this Deed prevail over the attachments to this Deed to the extent of the inconsistency.
- 38.4 If there is an inconsistency between this Deed and a SLA, this Deed prevails to the extent of the inconsistency.

## 39 Costs

- 39.1 Each Member Council is to bear its own costs incurred in relation to the preparation, negotiation and execution of this Deed.



Execution

Executed as a Deed on the.....day of.....2017

Signed on behalf of **Ballina Shire Council** pursuant to a resolution passed at a duly convened meeting held on [Drafting Note. Insert date] in the presence of:

.....

General Manager

.....

Witness

Signed on behalf of **Byron Shire Council** was affixed pursuant to a resolution passed at a duly convened meeting held on [Drafting Note. Insert date] in the presence of:

.....

General Manager

.....

Witness

Signed on behalf of **Lismore City Council** was affixed pursuant to a resolution passed at a duly convened meeting held on [Drafting Note. Insert date] in the presence of:

.....

General Manager

.....

Witness

Signed on behalf of **Tweed Shire Council** was affixed pursuant to a resolution passed at a duly convened meeting held on [Drafting Note. Insert date] in the presence of:

.....

General Manager

.....

Witness

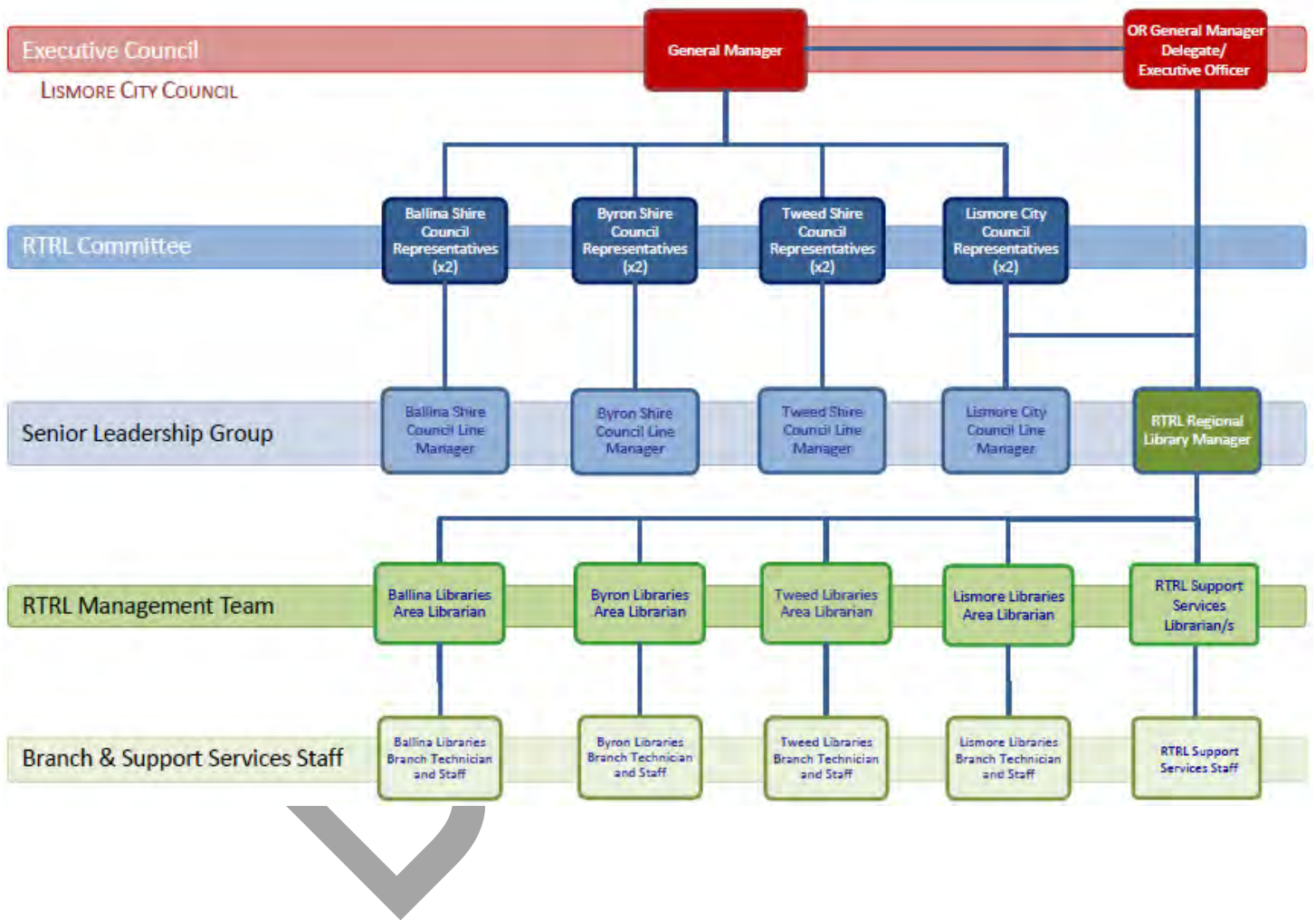


Appendix A

RTRL Structure



Richmond Tweed Regional Library Structure





## Appendix B

### RTRL Planning and Reporting Framework



### Richmond Tweed Regional Library Structure

