

Collaborative library service delivery





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Introduction

Overview

The NSW Government is committed to supporting local governments deliver efficient and effective library services which meet the needs of their local communities. As such, the State Library of NSW engaged the University of Technology Sydney Centre for Local Government to conduct a research project to explore and recommend regional management models for NSW public libraries and develop a guide for local governments and library managers to increase understanding about appropriate models for service delivery.

Communities in metropolitan, regional and rural areas across NSW consider public libraries as essential. The role of libraries is currently evolving due to changes in demography, technology and community needs and increasingly they are seen as vital community spaces. This means library planning requires foresight and adaptability to contribute to and create public value at the local level.

Legislative background

Local governments manage public libraries in NSW with assistance from the NSW State Government through the State Library of NSW. Currently, 68 local governments are party to library agreements via a range of models under the *Library Act 1939*. Others have regional arrangements under the *Local Government Act 1993*. Over time, NSW State Government funding has decreased as a proportion of the total cost of libraries, and councils have increased their proportion of funding. In the current environment councils strive to deliver library services more efficiently whilst maintaining or increasing the range of services and programs provided. In addition, the *Local Government Amendment (Planning and Reporting) Act 2009* requires all local governments to develop a long-term *Integrated Planning and Reporting* framework to ensure local government services (including library services) are well planned and meet community needs.

In 2013, the NSW Independent Local Government Review Panel's *Revitalising Local Government* report proposed a range of alternate and complementary local government arrangements and a greater focus on providing core services (which includes libraries) regionally with other local governments.

Current library models in NSW

Currently, there are three library models in NSW formalised under the *Library Act 1939*:

- > **A standalone library** – where local governments independently provide library services to their community. The library service is integrated within local government operations and may be part of a wider local government department such as Community Services
- > **A regional library** – where two or more local governments agree that one local government manages library services on behalf of the other(s). Although such arrangements often form within geographically recognised regions, the term 'regional' simply denotes the involvement of multiple local governments
- > **A cooperative library** – where two or more local governments agree that one local government provides a component or components of library service on behalf of the other(s).

There are also other models not formalised under the *Library Act 1939* such as Shorelink in Sydney (formalised under the *Local Government Act 1993*), the service at Glen Innes (a collaboration between the local government and local TAFE) and joint arrangements such as the Great Lakes and Greater Taree libraries where cooperative activities are agreed at library manager level.

The case for regional collaboration for libraries

Providing library services through regional and cooperative arrangements responds to the current policy reform agenda in NSW. Collaboration for the provision of a range of services, if done well, can lead to enhanced service delivery as well as delivering efficiencies for the local governments involved. It can also build trust, systems and opportunities for capacity building as a precursor to meeting community needs now and in the future.

What is this guide about?

This guide provides local governments and library managers with a framework for considering possibilities for current and future library service delivery. It uses evidence-based research to help understand the conditions under which regional and cooperative arrangements work best, how key challenges for collaboration are faced and provides insights into what types of models might work in various contexts.

This guide is structured around a five-step methodology as shown in Figure 1.

FIGURE 1: THE FIVE-STEP METHOD FOR LIBRARY SERVICE DELIVERY



This guide can be read from start to finish or by dipping in to the relevant sections depending on the level of awareness and understanding about library services and library models and whether a change in either is being contemplated. The sections of the guide are detailed in Table 1.

TABLE 1: SECTIONS OF THE GUIDE

Section	Description
Introduction	High level overview of the background to the guide, its purpose and the case for regional collaboration
Step 1 Understand community and local government needs	The policy framework for community engagement, knowing your community needs and how to engage internal and external stakeholders
Step 2 Tailor your library service	Analysing the current library service and model, assessing future needs, how to anticipate the future and how to analyse gaps
Step 3 Analyse delivery options	The benefits and limitations of different collaborative models, good practice, how to assess whether and what to change, cost benefit analysis, testing options with stakeholders and risk assessment. Also covers what services and functions to include in a collaborative model
Step 4 Manage change to a different model	Assessing readiness for change, planning and communicating change, making change and realising benefits and how to maximise success
Step 5 Evaluate and drive continuous improvement	Why evaluation is important, the value of sharing experiences and the need to plan periodic reviews
Appendices	Definition of terms, background to the case studies, templates, overview of library legislation and further reading

This guide can also be read in conjunction with the following separate documents:

- > *Regional Library Management Models: Literature Review*. Available at: http://www.sl.nsw.gov.au/services/public_libraries/committees/network_research/plnrp_current_projects.html
- > *Regional Library Management Models: Summary Paper*. Available at: http://www.sl.nsw.gov.au/services/public_libraries/committees/network_research/plnrp_current_projects.html
- > *Regional Library Management Models: Case studies*. Available at: http://www.sl.nsw.gov.au/services/public_libraries/committees/network_research/plnrp_current_projects.html

Throughout this guide there are:

- > Quotes from library managers and local government staff which provide different perspectives on library services (all are unattributed)
- > Short case study examples to illustrate good practice based on the six collaborative models described briefly in Appendix B
- > Other resources to read for inspiration and background knowledge

- > Tips and opportunities for library managers to investigate new and innovative approaches to shared library services across local governments.

Who is this guide for?

This resource is primarily for:

- > **Library managers** to understand how to identify which aspects of library service could be delivered under a collaborative model.

It can also be used by:

- > **General managers** – to understand the strategic benefits of collaborative library service delivery
- > **Elected members** – to better meet the needs of the communities they represent
- > **Department managers** – to learn how to plan, deliver and evaluate library services and effectively engage the community to understand their current and future needs

It may also be helpful for other community-based organisations who are key partners in delivering services to the community and who increasingly use library facilities and services to support their work.

How was this guide developed?

This guide was developed by the University of Technology Sydney, Centre for Local Government for the State Library of NSW following an in depth research project. The research involved an extensive engagement process which included:

- > A review of national and international literature on shared library (and other service) models
- > In-depth interviews with a representative selection of staff from the State Library of NSW and relevant local government staff associated with regional and cooperative library models
- > Interviews with NSW Public Libraries Association representatives
- > An online survey distributed to all NSW library managers
- > Six case studies of regional and cooperative library models selected from the 68 local governments who currently operate regional and/or cooperative formal and non-formal library arrangements.

Step 1 Understand community and local government needs

1.1 Overview

The starting point for assessing library service provision is to understand community and local government needs. Local governments (and especially elected members) generally view libraries as an important and valued community service but are also keen to ensure libraries are well-managed and run efficiently and effectively, as with any other service.

The community sees libraries as providing¹:

- > Free and equal access to books and materials
- > Access to computers, Internet and Wi-Fi services
- > Activities and programs, support services and resources
- > Safe, neutral and social meeting places
- > Spaces that reduce social isolation and improve literacy
- > Community hubs.

'Libraries create connections. They clearly create opportunities for literacy and for recreation and basically just space – a safe space for people to be in and they're free for all'.

Engaging the community and internal stakeholders to understand *what* their current and future library needs are is the starting point for then considering *how* these needs might be met through library services and facilities (Section 2).

1.2 The policy framework for community engagement

The Local Government Amendment (Planning and Reporting) Act 2009 requires all NSW local governments to develop a long-term *Integrated Planning and Reporting* framework². The framework includes:

- > A 10-year Community Strategic Plan. Details at: www.olg.nsw.gov.au/councils/integrated-planning-and-reporting/framework/community-strategic-plan
- > A 10-year Resourcing Strategy. Details at: www.olg.nsw.gov.au/councils/integrated-planning-and-reporting/framework/resourcing-strategy
- > A 4-year Delivery Program and associated 1 year Operational Plan. Details at: www.olg.nsw.gov.au/councils/integrated-planning-and-reporting/framework/delivery-program
- > An Annual Report, including State of the Environment Reporting. Details at: www.olg.nsw.gov.au/councils/integrated-planning-and-reporting/framework/reporting.

¹ *Regional Library Management Models: Summary Paper*. Available at: http://www.sl.nsw.gov.au/services/public_libraries/committees/network_research/plnrp_current_projects.html

² NSW Division of Local Government, Department of Premier and Cabinet 2013. *Integrated Planning and Reporting Guidelines for local government in NSW*. Available at: www.olg.nsw.gov.au/sites/default/files/Intergrated-Planning-and-Reporting-Guidelines-March-2013.pdf

Ideally the *Resourcing Strategy*, including long-term financial, asset and workforce management plans, feeds into the *Community Strategic Plan, Delivery and Operating Plans* to ensure that the community understands resourcing constraints which affect decision making.

The *Local Government Act* also requires local governments to develop a *Community Engagement Strategy* (details at www.olg.nsw.gov.au/councils/integrated-planning-and-reporting/development-and-support/community-engagement) to inform the *Community Strategic Plan*. This strategy should provide valuable input into library service delivery by not only identifying key stakeholder groups but also engaging them to understand their needs around library (and other) services.

1.3 Why stakeholder participation is important

Stakeholder engagement is not about telling people what library service will be provided. Instead, local governments, and library managers in particular, need to drive high levels of participation across a wide range of stakeholders to have a regular conversation about what library services are needed. Involving the community, staff and elected members in a participative way helps them to understand how services are prioritised and how to take part in planning for the future.

1.4 Knowing your community

Local governments need to understand about the attitudes and beliefs of individuals and groups who live, work and play within their region and local government area and also the ultimate beneficiaries, for example migrants in a language course hosted at the library, so they can be engaged as well.

Demographic and other available data helps build an accurate picture of the community as a starting point for deciding who has or may have an interest in an issue. Once the types of people who should participate in discussions about library services are, formal engagement processes can occur.

Great Lakes Council and Greater Taree City Council – cooperative arrangement with two members

Both local governments have seen changes in community needs such as:

- > The community shifting from a book base to a 'community lounge room'
- > Increased demand for electronic materials compared to print material
- > More in-library assistance required from the ageing community across the region.

These changes are an important consideration in terms of future service delivery.

Richmond Tweed Regional Library – regional arrangement with four members

Recent changes in community needs are:

- > The demand for eBooks appears to have levelled out
- > eResources have not displaced traditional materials to the extent expected
- > There are high and increasing demands for eServices
- > There are high and increasing demands for training and supporting people to use new technologies, especially in areas in the region which have high proportions of people aged over 65
- > Demand for physical space in libraries for community and meeting spaces is increasing.

1.5 How to engage your community and about what

Once local governments 'know' their community they can engage a cross section in participative, deliberative processes to understand current and future needs.

Tip: Understanding community needs

Use the following engagement processes to understand community needs:

- > Paper survey (completed during a visit to the library or at home)
- > Online survey
- > Focus groups (with individual users and groups, current and future)
- > One-on-one interviews.

Sharing these engagement processes with other local governments and library managers can also help develop a broader regional perspective on community needs. Any processes need to be iterative and ongoing with a feedback loop to communicate back to the community how their ideas and suggestions were handled.

Potential questions to ask the community are detailed in Table 2.

TABLE 2: QUESTIONS TO ASK TO UNDERSTAND COMMUNITY NEEDS

What the community sees	Detail of community view	Potential question to ask
Library management	<ul style="list-style-type: none"> Lending policies Branding Communication methods e.g. letters, flyers, text messaging, email, social media, own web site Strategic planning Fees and charges 	<ul style="list-style-type: none"> Can you always borrow the number of items you wish? Are you happy with the current level of fees and charges? Who would you prefer to hear from the library a) about general matters b) about due dates, book reservations etc Would you like to be involved in the planning processes for the library? Do you feel strongly about your library brand?
Building	<ul style="list-style-type: none"> Location Opening hours Mobile library Types of spaces needed Accessibility 	<ul style="list-style-type: none"> Can you always access the library when you would like to? What would you like to use the library spaces for? How easy is it for you to physically access library spaces e.g. disabled access, public transport links Where would you like to return books? Is the library location convenient for you? Does the library have the right mix of spaces for you e.g. meeting rooms, study areas, quiet spaces Can you find a quiet space when you need it?
Collection management	<ul style="list-style-type: none"> Selection and procurement Stock rotation and weeding Digitisation eResources Transfers and reservations 	<ul style="list-style-type: none"> Are the resources you would like to borrow always available? Can you always find what you need? Are transfers delivered promptly? Do you know how to and can you access eResources?
Information technology	<ul style="list-style-type: none"> Public internet access Wi-Fi hotspots Technology for loan eg. iPads, eReaders for home library users Search the catalogues 	<ul style="list-style-type: none"> What type of computer access would you like? e.g. public internet access, free Wi-Fi on own device, free device to borrow and use at home Do you know how to use the library web site? e.g. search the catalogue, renew books etc

What the community sees	Detail of community view	Potential question to ask
		Is a computer always available to use when you need it? Can you borrow books without any help?
Staff	Number and availability Types of help needed	Are staff available when you need them? What type of assistance might you need? Are staff approachable and friendly? Do staff treat you fairly?
Training	How to use the Internet How to find books	What type of training might you need? e.g. how to search the catalogue, how to use the Internet Do you know what types of training are available?
Program planning	Services and activities Home library services Local studies Community information	Do you know what programs are available? Which programs do you currently use? What would you use in the future? What other services would you like to see offered?

Shorelink Library Network – cooperative arrangement with five members

From the user's perspective, their library card allows them to use any branch of the five participating libraries and WebOPAC to look at either local library or network-wide data. Users can also borrow books at their local library branch from any of the other libraries with next day delivery and they can also access a range of online databases and eResources.

Although some collateral such as library cards does reference the Shorelink Library Network, the branding of resources largely features the individual library names.

Other resources to help understand community needs

Library User Satisfaction Survey: A Model for NSW Public Libraries

Available at:

www.sl.nsw.gov.au/services/public_libraries/community_and_engagement/Library_user_satisfaction_survey.html

1.6 Engaging internal stakeholders

It is important for library managers to engage internal stakeholders at a local and regional level as they have a key role to make in decision-making, resource allocation and funding. In addition, elected members and executive staff play an important part in setting the strategy to deliver services, in planning service delivery reviews (Section 2.2) and in liaising with other local governments on regional issues.

Effective staff engagement gains support and understanding about the library service, builds trust and ensures effective participation. Methods of engagement will depend on the size of the organisation/region and the number of staff involved. Key departments to engage will be community relations, marketing and communications, HR, asset management and finance.

Step 2 Tailor your library service

2.1 Overview

No one size fits all. As with any service, library services should be tailored and targeted to local needs because of differences in both location and community characteristics. Once the community needs are known, the elements of the library service to meet those needs can be identified (Section 2) and the method to best deliver those elements determined (Section 3).

'...creates equity of access to contemporary core services such as technology and e-resources'.

2.2 The library service in the context of other services

Library services are part of the range of services provided to the community by local governments. Local governments aim to provide services in an efficient and effective manner and as such, library services can be subject to review as part of continuous improvement processes. Service delivery reviews aim to examine how efficiently and effectively a service is delivered and whether it still meets the needs of the community.

Establishing a review process builds the capacity of staff, service partners and the community to think critically and systematically about current and future service needs. It also leads to innovation in service provision and helps build a culture of continuous improvement within local government.

Other resources about service delivery reviews

Service delivery review: a how to manual for local government

Available at: [www.acelg.org.au/system/files/publication-documents/Service Review Manual 2nd edition - PrintAndWeb.pdf](http://www.acelg.org.au/system/files/publication-documents/Service%20Review%20Manual%202nd%20edition%20-%20PrintAndWeb.pdf)

Central Northern Regional Library – regional arrangement with six members

The library agreement is renewed every five years and addresses aspects such as the duties and responsibilities of the Executive Council, asset management, resourcing, budgeting and the payments made by members. The Strategic Plan also covers a five-year period and identifies a number of key themes including:

- > Libraries as Community Builders
- > Libraries as Online Community
- > Maximising Value of Technology
- > Flexible, Team Oriented and Skilled Staff
- > Responsible Finance and Governance.

Associated with each of these themes is a set of outcomes, actions and performance measures. The plan also indicates which body has responsibility for specific actions i.e. Central Northern Regional Library, Tamworth Regional Council or the members (collectively or individually). Implementation of the themes and actions is reviewed in the annual report and also in quarterly progress reports.

2.2 Analysing the current library service

As a starting point for analysis, divide the library service into various subservices (as experienced by the community) and for each subservice collect various pieces of information (see Appendix C for an example of a library service data collection template).

Tip: Information needed to analyse your service

Think about the library service from the community's viewpoint and collect information about:

- > The outputs and current service levels
- > Details of how the service levels are currently set
- > The community's view of the quality and importance of the service
- > Income/expenditure and net cost
- > The ratio of fixed costs to variable costs
- > The types of assets used and the value (depreciated and replacement) of these assets
- > The service locations and access
- > Staff (full-time equivalents) involved
- > Any key issues.

Examples of subservices from community's point of view are shown in Table 3.

TABLE 3: HOW THE COMMUNITY SEES LIBRARY SUBSERVICES

Subservice	Description
Borrowing	Integrated library management system: Library policies, circulation, radio frequency identification Collection management: Selection and procurement, cataloguing and processing, weeding and stock rotation, digitisation, courier vans Marketing and communication of: the above
Library spaces	Space making: Provision of building, facilities management, mobile library, home library Marketing and communication of: the above
Internet browsing and office support	IT support and infrastructure: Internet access, Wi-Fi hotspots, word processing facilities, photocopying, printing Marketing and communication of: the above
Community programs	Planning and coordination of: Children's services, maker spaces, community group meetings, community training Marketing and communication of: the above
Other services	Planning and coordination of: Local studies, community information, reference services Marketing and communication of: the above

Once data is collected (do not underestimate the amount of time this might take) the library service can be analysed to understand whether:

- > There is a mismatch between how important the library service is and the level of community satisfaction with it
- > The library services could be delivered more efficiently i.e. at a reduced net cost
- > Local government assets to deliver the library service are being used effectively
- > Staff have the capacity and skills to deliver the service
- > Staff can get the best out of the current technology
- > There are alternate funding arrangements available e.g. new sources of funding, new user charges

- > Changes to management systems can be made to deliver the library service more effectively.
- > The library service performs well when benchmarked against other library services using industry standards *Living Learning Libraries* and the *NSW Public Library Statistics*.

Benchmarking against industry standards

Whilst the library service should be based around community needs (and every community can be different), it can be useful in some situations to compare library services with other local governments. The following resources are helpful:

Living Learning Libraries: Standards and guidelines for NSW public libraries

Available at: www.sl.nsw.gov.au/services/public_libraries/living_learning_libraries

NSW Public Library Statistics

Available at: www.sl.nsw.gov.au/services/public_libraries/statistics

2.3 Analysing the current library model

Library services are delivered under standalone, regional or cooperative models (see Introduction Section). There may already be processes to review whether the model is delivering the library service as needed by the community and key questions to ask are:

- > What model do we currently use?
- > Is it the right model to meet the needs of the community and deliver the outcomes we need in terms of effectiveness and efficiency of service provision?
- > Is our model sustainable?
- > How could it be improved?
- > What other models should we consider?
- > How hard might it be to change models?

2.4 Assessing future needs

‘...librarians may turn into research advisors rather than staff processing transactions’.

To varying degrees, all libraries have experienced a shift from being a predominantly book-based service to one where a variety of resources and services are provided, including a role as a community ‘lounge’.

In practice the demand for this variety of extra resources and services has been *additional* to the provision of books, rather than *instead* of the provision of books, with the volume of loans remaining relatively constant state-wide at around 45 million per annum in recent years³.

New technologies significantly impact on the way libraries are accessed and used. People are increasingly going to libraries to use the Internet and access free Wi-Fi. As well as using the library collections they visit to study, attend community programs and participate in group activities. Whilst all library services have to respond to these trends, regional and collaborative libraries are likely to have the greater strategic capacity and resources to do so.

In the future it is likely that communities will want⁴:

³ State Library of NSW 2014. *NSW Public Library Statistics 2013/14* p.v. Available at: www.sl.nsw.gov.au/services/public_libraries/statistics

⁴ *Regional Library Management Models: Summary Paper*. Available at: http://www.sl.nsw.gov.au/services/public_libraries/committees/network_research/plnrp_current_projects.html

- > More access to libraries and library collections, both physical and online
- > Fewer non-fiction books and traditional reference materials
- > Greater access to various forms of eResources and IT services
- > Greater assistance with both conventional and electronic literacy
- > Better Wi-Fi, and faster internet and/or better networking
- > More access to social spaces for training, cultural and entertainment activities
- > An increased for and a wider variety of programs, for example, children’s activities (pre school, primary and secondary), digital creative and publishing labs and other maker spaces, assistance in interpreting research and community learning and education services.

Great Lakes Council and Greater Taree City Council – cooperative arrangement with two members

A benefit of the informal cooperative arrangement between Great Lakes Council and Greater Taree City Council is economies of scale. For example, the e-magazines provided through Zinio enable both local governments to register as a joint population and obtain a cheaper contract with twice the number of e-magazines for the local and regional community to access.

All these resources can be accessed through each local government’s own library catalogue and the public are able to access them seamlessly through their own library’s website.

2.5 Anticipating change to library services

Anticipating change requires library managers to keep up to speed with external influencers such as:

- > **Community dynamics** – especially with ageing populations and in culturally and linguistically diverse communities
- > **Technology innovation** – which impacts on front and back office services and community expectations
- > **Government policy** – which impacts library funding and the provision of local government services.

Tip: How to proactively anticipate change

Work collaboratively across the sector to share knowledge and learnings on a frequent basis in order to:

- > Understand the elements of good practice library provisions
- > Review library services on a regular basis and take a systemic, holistic approach to assess options
- > Build the long term capacity of library staff in terms of technical skills and adaptive thinking
- > Equip library staff with the right skills to provide a customer-focused not just a collections service
- > Increase engagement and participation as part of *Community Strategic Plan* processes in order to understand current and future community needs and how these needs might be delivered.

2.6 Gap analysis

Once information has been gathered about current and future needs and the current library model library managers can analyse where there might be gaps in the service and whether a change in model might deliver the response to the gaps.

Richmond Tweed Regional Library – regional arrangement with four members

The library was established in 1971 with an agreement between Lismore City Council and Ballina Shire Council. They were subsequently joined by Byron Shire Council and Tweed Shire Council.

Until 2009, Richmond Tweed Regional Library Committee operated relatively autonomously with executive support from Lismore City Council, but in that year for compliance reasons, the Regional Library's governance model was changed, with Lismore taking on the role of Executive Council.

Richmond Tweed Regional Library has a management committee comprising two elected representatives from each member which meets four times a year. Whilst the committee can make recommendations, the library is run largely as a section of Lismore City Council; the Regional Library Manager reports to an Executive Director who in turn reports to the General Manager. As a result of this structure the other three members have relatively little input to the management of the service, especially on a day-to-day basis.

Richmond Tweed Regional Library is responsible for almost every aspect of library service provision in the region, apart from the provision of library buildings which are provided by the participating members. As a consequence the Richmond Tweed Regional Library's budget is higher on a per capita basis than that of most other regional or cooperative arrangements where members directly cover a higher proportion of the costs.

Step 3 Analyse delivery options

3.1 Overview

The strategic and operational context is important when considering whether to operate collaboratively and which type of model (including the level of formality) might be appropriate. Influencing factors include the geographic location, the size and demographic composition of the local and regional populations, the relative sizes of the local governments and communities involved, the political context and the nature of and need for the existing and future library services.

'...more resources could be accessed by all the member communities and savings could be achieved through centralised purchasing and processing of resources'.

3.2 Benefits and limitations of different models

There is a range of actual (based on research) and perceived benefits and limitations/ challenges to standalone, regional or cooperative models. These are summarised in Table 4.

TABLE 4: BENEFITS AND LIMITATION/CHALLENGES FOR DIFFERENT MODELS

Type of model	Benefits	Limitations/challenges
Standalone	<ul style="list-style-type: none"> Autonomy to set strategy Local identity/branding Accessibility of library to local community Often a strong focus for elected members 	<ul style="list-style-type: none"> Fewer opportunities for economies of scale Limited access to additional /new resources Less purchasing power Staff isolation and lack of capacity building opportunities
Regional	<ul style="list-style-type: none"> Potential to provide more and/or better services or programs Greater opportunities for scale economies and cost effectiveness across all subservices Access to wider resources with a regional collection of library services Standardised library system management Regional status strengthens grant applications Greater opportunity to provide a more equitable service over a larger service area e.g. through one-card library access for residents at a wider range of libraries Stronger opportunities for the professional development and capacity building of library staff 	<ul style="list-style-type: none"> Complexity of service provision across a range of local governments when combining different budgets, organisation structures and staffing arrangements Potential threat to viability of model through withdrawal of one or more local governments over time Tensions around autonomy and identity i.e. some local governments feel the 'branding' of a collaborative model dilutes their identity as a service provider Perception of less control over direction setting and programs and services tailored to local needs Potential for disagreements in the future Changes in politics/policies of local governments over time Distances between local governments in rural areas Loss of flexibility and responsiveness to community needs Perception that regional arrangements do not provide value for money Cost split between larger and smaller local governments sometimes perceived as being inequitable (from an expense/capital viewpoint) although usually agreed on per capita calculations

Type of model	Benefits	Limitations/challenges
Cooperative	<p>Potential to provide more and/or better services or programs</p> <p>Opportunities for scale economies and cost effectiveness in some subservices</p> <p>Access to wider resources with a larger collection of library services</p> <p>Usually a standardised library system management</p> <p>Regional status potentially strengthens grant applications</p> <p>Opportunity to provide a more equitable service over a larger service area e.g. through one-card library access for residents at a wider range of libraries</p> <p>Potential opportunities for the professional development and capacity building of library staff</p> <p>Perception that local identity of libraries is retained than it might be under a regional model</p>	<p>Potential threat to viability of model through withdrawal of one or more local governments over time</p> <p>Potential for disagreements in the future</p> <p>Changes in politics/policies of local governments over time</p>

North Western Library Cooperative – cooperative arrangement with four members

All stock is processed and catalogued at Warren Shire Library (the regional administering centre for the model) via the acquisitions module before distribution to library branches. The streamlined procedures, particularly around cataloguing, have enabled staff to become more productive and ensure all branches are following set procedures. A courier carries transports new items and rotates stock on a weekly basis. In addition, recent training provided to staff included iPad training, catalogue training and Spydus 9 training.

Other resources to help decision making

Library models in NSW: Checklist

Available at: www.sl.nsw.gov.au/services/public_libraries/docs/library_models.pdf

The evidence shows that collaborative models work well and deliver economies of scale, better or increased services and improved staff capacity. However, no one size fits all and each model should be tailored to community needs as noted in Section 2. Model clauses to include in Regional Library Agreements are at Appendix D.

A checklist of potential functions and services to consider for a collaborative model is at Appendix E.

3.3 Good practice models for collaboration

'...providing the community benefit is the goal of the job and that is being accomplished through the cooperative arrangement because the community is being provided with greater resources. By doing that cooperatively, it is making the best use of the budget and is responsible budget management because it extends the life of the money. Regarding staff development, the projects and experience that are shared enhance the relationships and job satisfaction of staff'.

There are a number of formal (operating under the *Library Act 1939* or the *Local Government Act 1993*) and informal regional and cooperative library models in NSW and collaboration occurs in a range of

ways from limited cooperation to full integration. There are only a few informal cooperative models and they seem to work best where there are high levels of communication and open collaboration between local governments. Many models have expanded the level and range of services over time.

Details of the legislation under the *Library Act 1939* are at Appendix F.

Tip: When collaboration works best

Collaboration works best when there are clear, transparent, agreed (either formal or informal) arrangements in place, including:

- > Clearly defined governance structures with open and transparent communication and support from elected members across local governments
- > Defined benefits for the whole community with high level of community participation and engagement
- > The provision of community programs/activities which encourage relationship building across regional communities
- > Joint strategic and operational planning, including agreement on annual costs and fees and charges
- > Agreed staff resources (skills, numbers and training)
- > Clear well thought out reasons to change from an existing library model
- > Long term, secure, agreed funding, for example, contributing all NSW Government funding received, grants or recurrent expenditure on an individual or joint basis.

Riverina Regional Library – regional arrangement with thirteen members

Part of the success of Riverina Regional Library is that members have been involved in collaborating and working together for a long time (since 1978). The involvement of the Riverina Regional Library local governments in the Riverina and Murray Regional Organisation of Councils is seen as a strong example of the relationship building, sharing services and establishing cooperative arrangements that can occur across a large geographic area and between a number of different jurisdictions.

3.4 Assess whether and what to change

Generally, there is value for library services to be delivered under regional and cooperative library models (even amongst standalone libraries) due to recognised efficiencies and economies of scale and scope which can outweigh the limitations and challenges in Table 4. Collaboration can provide better and more services and resources to the community and most current standalone libraries in NSW are already participating in various forms of shared activity. About half share resources and many share parts of their collection and staff and program development. Importantly, the NSW Government's local government reform program remains a strong incentive for collaboration⁵.

The most common services undertaken through regional and cooperative library arrangements include:

- > Joint cataloguing
- > Reciprocal membership
- > eBook provision
- > Joint purchasing of collection materials.
- > Shared collections with some movement of stock between locations.

⁵ NSW Office of Local Government n.d. *Fit for the Future*. Available at: www.olg.nsw.gov.au/strengthening-local-government/local-government-reform/fit-for-the-future

Other significant areas of collaboration include:

- > Shared IT
- > Combined reference service
- > Shared Internet Service Providers (ISPs) and Virtual Private Networks (VPNs).

A number of the collaborative services are facilitated at state level through the State Library of NSW.

Less common areas of collaboration include:

- > Local studies
- > Mobile services
- > Learning management systems
- > Human resource management.

Central Northern Regional Library – regional arrangement with six members

The regional model provides a wide range of services, including:

- > Purchase and provision of all regional resources and collection management
- > Acquisition and implementation of a regional Library Management System
- > Provision of eResources including eBooks and music and 3D printers which are rotated around the region
- > Staff training
- > Technology training for users e.g. Tech Savvy Seniors
- > A range of standard library services including story time sessions, holiday youth programs and book clubs.

In addition, Central Northern Regional Library has an extensive website with an online catalogue, reservation facility and access to eResources and information services. The website is the primary information source and contact point for all participating libraries and branches.

Participating members retain responsibility for the provision and management of buildings and other infrastructure such as computer purchases, along with branch library staff recruitment, although there is some input from the Central Northern Regional Library in these processes. Individual libraries can also initiate local programming and are responsible for public Internet access.

A decision framework to help when considering whether and what to collaborate on is at Table 5.

TABLE 5: DECISION FRAMEWORK FOR COLLABORATION⁶

Step	Questions to drive decisions
Examine the rationale for collaboration	<p>What is the issue we are trying to address?</p> <p>Are there opportunities for collaboration?</p> <p>What is motivating us to consider collaboration? i.e. better outcomes for the community, cost savings, regional partnerships, focus for elected members</p>
Consider the type of collaboration	<p>What options for collaboration are available to us? i.e. cooperative model, regional model, alternative model</p> <p>What library services could be delivered on a collaborative basis?</p>
Determine the correct number of partners	<p>Who could we partner with? i.e. local governments but also schools, TAFE, community services</p> <p>Are we in close proximity to them? Do we need to be?</p>

⁶ Adapted from Hilvert, C. & Swindell, D. 2013. Collaborative service delivery: What every local government manager should know. *State and Local Government Review*, 45(4): 240-254

Step	Questions to drive decisions
	Can we build on existing relationships between us and other local governments?
Determine the financial implications	<p>What will the cost/benefit be? (Section 3.5)</p> <p>What is the ongoing level of financial and in-kind commitment?</p> <p>What are the transaction costs?</p> <p>What are the costs of joining/exiting?</p>
Determine the type of infrastructure needed	<p>What buildings do we need? Do they exist already?</p> <p>What infrastructure is required? e.g. mobile lending, home lending</p> <p>What technology is needed? e.g. front and back office systems</p>
Assess the difficulty with contract specification and management	<p>How easy will it be to work together to define the conditions of the collaborative arrangement?</p> <p>How will we monitor whether the contract (informal or formal) is being followed by all partners?</p>
Identify the barriers	<p>What are the barriers? e.g.:</p> <ul style="list-style-type: none"> > Trust levels between local governments, libraries and library staff > Differences in location, distance between local government areas > Differences in population size (and potential equitable cost sharing) > Differences in current and future community needs > Current and required resourcing levels > Politics (and change in politics over time) > Uncertainty of local government boundary changes > Difficulty in establishing and maintain the partnership > Loss of autonomy > Community pressure
Identify the benefits	<p>What will be the benefits e.g.:</p> <ul style="list-style-type: none"> > For the community > For the local government > For staff > Financial sustainability of local government > Relationships across organisations > Future innovation
Make a decision	Engage with stakeholders to make an informed decision and communicate it widely

Shorelink Library Network – cooperative arrangement with five members

Shorelink Library Network began as a mechanism to cooperate in the purchase of library management systems. It has now expanded to include telecommunications infrastructure including eResources, Internet and Wi-Fi services and a shared courier service.

Individual local governments are responsible for the provision of buildings, library fit-outs and IT hardware as well as the acquisition of other library resources and the employment of library staff. Whilst there is a shared WebOPAC, cataloguing is managed by the individual libraries. However, since there is a lot of information sharing between the libraries, approaches to cataloguing tend to be similar.

3.5 Cost benefit analysis

Although not the only consideration, good practice shows that local governments who move to a collaborative model experience a reduction in costs and an increase in services whilst service levels are either unchanged or improved⁷. This is also evidenced in the overall lower per capita expenditure costs for collaborative rather than standalone models across NSW⁸.

However, within the options for change available there will be different cost benefit scenarios which need to be taken into account and can potentially be tested as part of stakeholder engagement (Section 3.6) and risk assessment (Section 3.7).

3.6 Engage stakeholders on options for a different model

A vital part of the assessment of different delivery options is engaging key stakeholders in the process and seeking their feedback on options for change. This includes elected members, executive team, general staff, library staff, community, other local governments and other organisations such as Regional Organisations of Councils, Joint Organisations, the State Library of NSW and the NSW Public Library Association.

Involving stakeholders ensures that the decision-making process is transparent and that any potential change has had their involvement. It should also assist with any transition to a different library model. As discussed in Section 1.3, participation in deliberative processes can drive successful change outcomes and generate high levels of buy-in for change.

3.7 Risk assessment

When considering the move to a different library model, library managers should identify key risks and evaluate how any risks can be minimised. This risk assessment may influence the decision-making process and should be finalised after stakeholder engagement (Section 3.6).

Key considerations about risk are shown in Table 6.

TABLE 6: SOME KEY QUESTIONS ABOUT RISK

Type of risk	Questions
Current model	How easy is it to evaluate the current library model from the point of view of all local governments involved? How difficult would it be to change the existing model i.e. increase members, exit from the arrangement? What planning (especially transition to a different model) might be involved to change?
Staff	What is the likely reaction from staff? What is the likelihood of low levels of staff engagement or contribution? Do staff have the necessary workload capacity and skill levels in the new model? Are senior people able to lead staff through change? Could changes in staff positions mean industrial relations issues?
Elected members	Do the elected members need support to analyse delivery options? Are they committed to and/or driving change? How can they best support the community through change?

⁷ *Regional Library Management Models: Summary Paper*. Available at: http://www.sl.nsw.gov.au/services/public_libraries/committees/network_research/plnrp_current_projects.html

⁸ State Library of NSW 2014. *NSW Public Library Statistics 2013/14* pp.52-54. Available at: www.sl.nsw.gov.au/services/public_libraries/statistics

Type of risk	Questions
Community	<p>How are the proposed changes likely to affect the community?</p> <p>Does the community have the capacity to understand and communicate their needs for library services?</p> <p>What is the likelihood of low levels of community engagement?</p> <p>Will the community have to pay more and what could be the reaction to this?</p> <p>How will the community react to a change in level of service?</p> <p>How will the community react to any changes in branding/badging?</p>
Asset management	<p>Could there be changes in asset usage?</p> <p>Will any assets need to be disposed?</p>
Prospective partners	<p>Do potential partners view library services as we do?</p> <p>How easy will it be to work together to define the conditions of the collaborative arrangement?</p> <p>Are there other partners apart from local governments we could work with? i.e. schools, TAFEs, Regional Organisations of Councils</p>
Financial	<p>What could be the financial implications?</p> <p>Are there the necessary funds to pay for the changes, especially during transition?</p> <p>Is external expertise required?</p> <p>Is there capability to negotiate with other local governments to finalise collaborative agreements?</p> <p>Could there be a perception of inequitable contributions?</p>
Systems	<p>How easy is it to change the system?</p> <p>Can staff get the best out of our technology?</p> <p>How easy is it to change the documentation of the services provided?</p> <p>What could be the effects on other support functions?</p>
Regulatory	<p>Can the statutory or regulatory requirements still be met?</p> <p>Will there be any future changes to the regulatory environment which might impact on decision-making?</p>

North Western Library Cooperative – cooperative arrangement with four members

The Shire Councils of Bogan, Coonamble and Gilgandra delegate the provision, control and management of their library and information services to Warren Shire Council Library. Each Shire Council employs its own staff and there are approximately 10 staff in the arrangement. In addition, library buildings and associated costs are the responsibility of each individual Shire Council as are any costs associated with additional services outside the arrangement.

All four members provide the same amount of funding per year and this covers operational expenses, a regional library manager (located at Warren Shire Library), computer software maintenance, technical service positions and the cost of freight for stock on rotation.

Central Northern Regional Library – regional arrangement with six members

The bulk of funding comes from contributions by the members on a per capita basis. These contributions range from 3.2% from the smallest member (Walcha Shire Council) to 62.4% from the largest (Tamworth Regional Council). This reflects the wide range in populations of the members and the fact that Tamworth Regional Council has over 60% of the total population in the arrangement. Members also contribute all of the library grant funding they receive from the NSW State Government.

Step 4 Manage change to a different model

4.1 Overview

Making successful change to a new model or adjusting the current model i.e. joining, creating a new model, modifying the existing, exiting or dissolving the arrangement, needs careful planning and implementation. Importantly it requires the various partners to work together and build high levels of trust within an existing or a new arrangement.

The key question is 'can we continue to meet community needs and expectations under a different library model?' If the answer is 'yes' then a plan for change can be made.

'...whilst libraries have been collaborating for many years on a much greater level than most local government councils realise...this collaboration should be formalised and recognised'.

4.2 Assess readiness for change

In order to prepare to move to a different library model, library managers need to assess whether:

- > The organisational culture supports change
- > Capacity for change exists
- > The financial implications (transition and ongoing costs) are understood
- > Existing contractual obligations can be met
- > There is support for change across a wide range of stakeholders, including changes to branding/badging
- > All the delivery partners are totally committed to a different model for library service delivery.

4.3 Plan for change

A joint implementation plan drafted by all the organisations involved should include specific details for change and how they will be tracked.

Tip: Contents of the implementation plan

The implementation plan should include:

- > What changes to strategic and operational plans are required e.g. provision of future services, community programs and events, relationships building with the local and regional community
- > What changes to policy, process and resources are required e.g. capacity building, new technology (front and back office), new service levels, establishing a collaborative identity
- > What new formal and informal agreements need to be drafted and signed
- > Who is responsible, for example, individual library managers, cross departmental or cross local government teams
- > Who is affected, including building relationships across local governments and communities
- > Changes to branding and badging of buildings, services and activities
- > Costings for the changes and impact on annual budgets/financial plans
- > Timing of changes
- > Expected outcomes (including a new/changed model)
- > How the changes in terms of process and outcomes will be reported, monitored and evaluated.

4.4 Communicate change

A key element of the implementation plan will be a communications strategy, especially for key stakeholders i.e. elected members, community and staff, which details what information will be circulated, to whom and when in order to make sure stakeholders are kept up to speed and can provide input into the change processes.

Stakeholder communication especially needs to be targeted at:

- > **General managers and the senior executive team** – who often drive change as they typically manage the long-term financial, environmental and social performance of local governments and need to ensure that the appropriate services are planned and delivered in an efficient and effective manner. These people are the review champions and their support is vital
- > **Elected members and mayors/presidents** – who often instigate change, represent community needs and act as change agents
- > **Library staff** – who will be at the frontline of implementation and new collaborative arrangements with peers in other local governments, especially via Regional Organisations of Councils and Joint Organisations
- > **The community** – who will potentially be affected (hopefully in a positive way) by any changes.

4.5 Make change

To fully implement the changes, a major change management process may be required. This may require a cross-organisation implementation team and/or an implementation coordinator in larger local governments and/or library manager or staff in smaller organisations.

Implementation activities should be prioritised based on the needs of local government and resources available. Sometimes quick wins in the early stages of implementation help drive support for the change process and demonstrate progress. Quick wins energise staff and demonstrate the value of the process to stakeholders, especially to the community and elected members.

All change needs to be documented to monitor progress.

4.6 Realise benefits

Benefits to local governments and the various stakeholders will be realised over time. For quick wins, there may be more or less immediate benefits. However, for more involved changes, such as implementing a new library management system, the benefits may take longer to realise. Where assets need to be disposed of or acquired e.g. a library building, this may take a more medium term timeframe. Either way, keeping track of the benefits realised over time is vital to ensure there is a clear link between the planned changes and that the short, medium and longer-term outcomes are achieved.

Some local governments may have a benefit realisation component within their existing project management methodology. This should be used as part of ongoing reporting key stakeholders about progress.

Riverina Regional Library – regional arrangement with thirteen members

All members involved in the Riverina Regional Library have better access (than they would do without the regional arrangement) to a significantly larger range of collection resources and outreach and promotional services, the library management system and access to e-devices and e-resources.

4.7 How to maximise success

'[Our model] is an informal agreement and...seems to cherry-pick the best of the cooperative model and not be bound by the structure of challenges that may be associated with ones that are formalised'.

The success of collaborative library (and other) services depends on:

Business planning

- > Clear identification and monitoring of the risks, costs and benefits of collaboration under different library models (including the costs of change and dislocation)
- > An effective system of change management and an investment in a measured, considered approach to change, especially when adjusting current arrangements for changes in service and levels of service or when joining or exiting regional and/or cooperative models
- > Flexibility when things change (either the relationships between the current/prospective members, technology or community needs)

Organisational culture

- > A shared cross local government vision for library services
- > Support from leaders, both elected and appointed, and an organisational culture which values creativity, risk-taking and a high level of trust
- > Strong organisational commitment across participating local governments, often helped where there are contiguous boundaries or relationships such as Regional Organisations of Councils

North Western Library Cooperative – cooperative arrangement with four members

In 2011, the four members agreed to alter the structure of their agreement and name of the library service and sought advice from the NSW State Library on the new agreement. The new mission statement as outlined within the Management Plan is:

To develop and enhance the North Western Library Service so that it continues to be relevant and effective for the communities of the member Councils it services, in the areas of information, learning and recreation.

Quality and clarity of arrangements

- > Equal rights in decision-making and influence across participating local governments and a willingness to invest time and energy into building relationships with staff from other organisations
- > Strong governance including clear arrangements (whether under the *Library Act 1939* or not), agreed objectives, strategic and operational planning, regular meetings, funding and performance reviews. There may be value in using professional external support to draft formal or informal agreements and third party facilitators when drafting a new collaborative structure

Riverina Regional Library – regional arrangement with thirteen members

Wagga Wagga City Council is the Executive Council of the Riverina Regional Library. In addition, the Riverina Regional Library Advisory Committee, comprising representatives from the thirteen members, meets twice a year to discuss and make recommendations to the Executive Council on regional library matters. The Executive Director of Riverina Regional Library communicates recommendations and feedback between the Riverina Regional Library Advisory Committee and Executive Council.

An annual Riverina Regional Library Management Plan is adopted by 30 June each year.

Stakeholder engagement

- Identification of key stakeholders with a plan to effectively engage them
- Extensive consultation with the local community as partners in service provision.

Step 5 Evaluate and drive continuous improvement

5.1 Overview

Evaluation is a systematic process of collecting data and using it to make judgements about the appropriateness, effectiveness and efficiency of the library service, including the delivery model. Evaluation should occur in partnership with internal and external stakeholders to ensure that key issues have been addressed whilst community needs are still met.

Evaluation occurs at various stages in the implementation of library services, for example:

- > In the planning stage to ensure the library service is appropriate and will address community needs
- > When taking action to strengthen organisational culture and build capacity
- > When establishing agreements to ensure that the right organisations have been engaged and efficiencies planned
- > During the implementation stage to ensure changes are on track and delivering benefits
- > After implementation to reflect on lessons learned and outcomes achieved.

Tip: Collecting evaluation data

To assess the outcomes of change, think about what information sources can provide data at the start (in order to establish a baseline measure), during the project and at the end of the project (to measure progress), such as:

- > Community surveys (about library services required, service standards)
- > Audits of policies and procedures
- > Focus groups with specific communities or organisations
- > *Living Learning Libraries: Standards and guidelines for NSW public libraries*. Available at: www.sl.nsw.gov.au/services/public-libraries/living-learning-libraries.

Other resources

Although not specifically library services based, other resources about evaluation include:

Does Your Project Make a Difference?

A resource from the then NSW Department of Environment and Conservation (now Office of Environment and Heritage). NSW Department of Environment and Conservation (2004). *Does Your Project Make a Difference? A guide to evaluation environmental projects and programs*. Available at: www.environment.nsw.gov.au/resources/communities/040110-Project-Evaluation.pdf

Queensland Government evaluation frameworks

Queensland Government (2011). *Developing an evaluation framework*. Available at: www.qld.gov.au/web/community-engagement/guides-factsheets/evaluating/evaluation-framework.html

5.2 Why evaluation is important

It has taken a time to... 'build the level of trust that is required for the model to work as well as it does. It is like anything in local government, especially when you have a number of stakeholders, you have to work out what it is they want and serve it up to them and make sure you keep serving it up to them and keep communicating'.

Libraries will continue to be a vital community service and it is important to evaluate whether the services and the delivery model is meeting community needs and working in an efficient and effective

way. In addition, because evaluation is a participative process, it can help build strong partnerships with the community and the partners in a collaborative model.

Evaluation is also important for the reasons outlined in Table 7.

TABLE 7: WHY EVALUATION IS IMPORTANT

Evaluation is important for:	Example questions to consider
Measuring change and success (or otherwise)	<p>Did the changes made lead to the expected outcomes e.g. economies of scale?</p> <p>Did reporting help accountability with our community and internal stakeholders?</p> <p>Did we quantify the benefits and costs (tangible and intangible)?</p>
Continuous improvement	<p>How could library services be further improved?</p> <p>What could be done differently?</p> <p>Are there any barriers to implementation?</p>
Providing evidence which builds a shared knowledge base of good practice	<p>What worked and what didn't work?</p> <p>What data needs to be collected to make a judgment about success?</p> <p>What can we usefully share with others?</p>
Building strong partnerships and networks	<p>Were strong partnerships and networks built?</p> <p>Can these be reused proactively and reactively over time e.g. to share other services?</p>

The analysis, decision-making and change should be evaluated, with a focus on:

- > How effective changes to library services have been at delivering expected outcomes
- > How effective the process of change has been
- > How well the objectives of the change were met
- > How key stakeholders view the process of change and the changes implemented.

Depending on the benefit realisation period (Section 4.6) there may be a delay in achieving some outcomes and this should be recognised.

5.3 Share experiences

Sharing experiences of reviewing library services and delivery options is invaluable. It:

- > Ensures that other library managers and local governments benefit from the lessons from other library reviews
- > Broadens the discussion with other local governments about what constitutes good practice
- > Promotes debate and reflection which is informed by evidence and improved professional practice, supports other organisations and provides an opportunity for networking.

Great Lakes Council and Greater Taree City Council – cooperative arrangement with two members

Staff are employed by each members, however they interact and share knowledge and undertake training together. This was noted as a key success factor because collaborative training helps ‘...staff build relationships and share experiences together... the staff exchange ideas and that enriches and innovates the outcomes so there is a larger opportunity to brainstorm internally and externally’.

5.4 Periodic reviews

A review of library services at an individual local government and collaborative agreement level should be incorporated into a cycle of continuous improvement. Library reviews will then form part of the strategic planning framework and also part of the governance process for the library service.

In between reviews, library managers should establish a process to capture any further opportunities for library service improvements or efficiencies from their stakeholders, especially in response to changes in technology or community needs. Recording suggestions and planning to address them is all part of continuous improvement.

Shorelink Library Network – cooperative arrangement with five members

Shorelink Library Network has a four-year management plan which is reviewed annually. The *2015-19 ShorePlan* comprises five strategic objectives relating to customer services, resources, library management system, co-operation and growth, and development. Each objective also involves a set of key strategies, actions with timeframes and an indicator for each action. In addition, the plan contains a number of key performance indicators relating to characteristics such as the number of library members and the number of items catalogued and issued.

The annual review reports on results against these indicators and provides useful information about performance. There are no other formal network-wide reviews (apart from some financial and statistical reporting in the annual report) although reviews are conducted before specific infrastructure or management system upgrades. Some members have conducted internal reviews as part of their overall performance and financial management processes and have also included libraries in their community satisfaction surveys.

Appendix A. Definition of terms

Term	Definition
Collaborative arrangement	Any arrangement between 2 or more libraries which shares services, functions or resources
Cooperative library	Where two or more local governments agree that one local government provides a component or components of library service on behalf of the other(s)
eBook	Electronic book
eResources	Electronic resources
iPad	Touch screen tablet personal computer made by Apple
IT	Information Technology
Joint Organisations	A method for local governments and the state government to work together to deliver regional priorities
Library Management System (LMS)	An enterprise system used to track library items, orders for new items, loans to library members, library member accounts and overdue items as well as generating reports. Also known as an integrated library system (ILS)
NSW Public Libraries Association	NSWPLA is the peak body for public libraries in NSW
Regional library	Where two or more local governments agree that one local government manages library services on behalf of the other(s). Although such arrangements often form within geographically recognised regions, the term 'regional' simply denotes the involvement of multiple local governments
Regional Organisations of Councils	'Partnerships' between groups of local government entities that agree to collaborate on matters of common interest
Shared Internet Service Provider (ISPs)	A company that allows and provides access to the internet and other related services such as website building and hosting
Standalone library	A where local governments independently provide library services to their community. The library service is integrated within local government operations and may be part of a wider local government department such as Community Services
TAFE	Technical and further education institutions
Virtual Private Networks (VPNs)	A network that is constructed by using public wires (Internet) to connect to a private network e.g. a library's internal network
WebOPAC	Online Public Access Catalogue
Wi-Fi	A facility that allows computers, smartphones or other electronic devices to connect to the internet or communicate with one another wirelessly within a particular area
Zinio	Multi-platform distribution service for digital magazines

Appendix B. Background to case studies in this guide

Six examples of collaborative arrangements were selected as case studies for further analysis as part of the research project. Some information from the case studies was then used to illustrate good practice throughout the guide.

Further information is at: *Regional Library Management Models: Case studies*. Available at: http://www.sl.nsw.gov.au/services/public_libraries/committees/network_research/plnrp_current_projects.html

A short overview of each arrangement is given below.

RICHMOND-TWEED REGIONAL LIBRARY (REGIONAL)

Richmond Tweed Regional Library provides library services to four local governments on the far north coast of NSW. Unlike a number of other regional and cooperative arrangements, Richmond Tweed Regional Library (through Lismore City Council) has complete responsibility for the provision of staff as well as resources and services to the participating members. Another feature is that the Executive Council responsible for managing the service does not have the largest population among the members.

Richmond Tweed Regional Library has four members:

- > Ballina Shire Council
- > Byron Shire Council
- > Lismore City Council
- > Tweed Shire Council.

CENTRAL NORTHERN REGIONAL LIBRARY (REGIONAL)

Central Northern Regional Library provides regional library services to five local governments in the northern inland region of NSW. The library provides a range of services and has a strong regional focus especially through its website but only a comparatively small number of staff are employed regionally.

Central Northern Regional Library has five members:

- > Liverpool Plains Shire Council
- > Narrabri Shire Council
- > Tamworth Regional Council
- > Uralla Shire Council
- > Walcha Shire Council.

RIVERINA REGIONAL LIBRARY (REGIONAL)

The Riverina Regional Library is the largest regional library service in NSW. The Riverina Regional Library provides library services to approximately 137,000 people across thirteen local government areas. The service includes 18 stationary library services and two mobile library/telecentres.

The Riverina Regional Library has thirteen members:

- > Bland Shire Council
- > Coolamon Shire Council
- > Cootamundra Shire Council
- > Corowa Shire Council
- > Greater Hume Shire Council
- > Gundagai Shire Council
- > Junee Shire Council
- > Lockhart Shire Council
- > Temora Shire Council
- > Tumbarumba Shire Council
- > Tumut Shire Council
- > Urana Shire Council
- > Wagga Wagga City Council.

SHORELINK LIBRARY NETWORK (COOPERATIVE)

Shorelink Library Network is a cooperative library arrangement that has been operating successfully in metropolitan Sydney for over 30 years. Apart from its longevity one of the key features of this service is that the size and resources of the participating libraries and the high level of cooperation between them contribute to an efficient operation. In addition, the libraries have chosen to integrate specific aspects of their operations meaning that only a small number of staff is required to run the Shorelink Library Network's central operations.

Shorelink Library Network has five members:

- > Lane Cove Council
- > Manly Council
- > Mosman Council
- > North Sydney Council
- > Willoughby City Council.

NORTH WESTERN LIBRARY (COOPERATIVE)

The North Western Library is located in the central west region of NSW. With a combined approximate population of 14,500 people the North Western Library has been in operation for around 25 years. Each local government area has one library branch.

The North Western Library has four members:

- > Bogan Shire Council
- > Gilgandra Shire Council
- > Coonamble Shire Council
- > Warren Shire Council.

GREAT LAKES AND GREATER TAREE (COOPERATIVE)

Great Lakes Council and Greater Taree City Council libraries have a non-formalised cooperative arrangement between their branches.

The Great Lakes Library Service has five branches across the local government area:

- > Forster Library
- > Nabiac Library
- > Stroud Library
- > Bulahdelah Library
- > Tea Gardens Library.

The Greater Taree City Council Library Service has five branches across the local government area:

- > Taree Library
- > Wingham Library
- > Hallidays Point Library
- > Harrington Library
- > Old Bar Library.

Appendix C. Template for library service analysis

TEMPLATE FOR LIBRARY SERVICE ANALYSIS⁹

Group: [Insert area responsible for delivery]	Division: [Insert division responsible]	Responsible Officer: [Insert title of person responsible]
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What does this service do? [Provide a brief description of service]	How does this contribute to our strategic plan? [Insert details]	
Are we legislatively required to deliver this service? [Yes or no] [If yes, what legislation governs this service?]	What legislation does this service comply with? [Provide details even if the service is not mandated]	

Sub-service 1			
Outputs	Service standards	Community's view of quality of service	Community's view of importance of service

Sub-service 2			
Outputs	Service standards	Community's view of quality of service	Community's view of importance of service

Sub-service 3 etc. etc.			
Outputs	Service standards	Community's view of quality of service	Community's view of importance of service

⁹ Adapted from *Service delivery review: a how to manual for local government*. Available at: [www.acelg.org.au/system/files/publication-documents/Service Review Manual 2nd edition - PrintAndWeb.pdf](http://www.acelg.org.au/system/files/publication-documents/Service%20Review%20Manual%202nd%20edition%20-%20PrintAndWeb.pdf)

Financial Year 20XX/20XX							
Sub-services	Total (\$000s)				Staff numbers (FTE)	Key issues	
	Income	Expend-iture	Net cost of Service	Fixed vs. variable cost ratio		Current	Future
Sub-service 1							
Sub-service 2							
Sub-service 3 etc. etc.							
TOTAL							
Notes							

INFORMATION GATHERING TEMPLATE WITH EXPLANATORY NOTES¹⁰

Service/sub-service title	Details to include
Service/sub-service description	Confirm core of service and boundaries
1. Service relationships: <ul style="list-style-type: none"> Is the service or part of the service provided by another part of the organisation? Is there a close relationship or duplication with other services that could be explored with the review? 	Identify opportunities for service consolidation, economies of scale and process improvement
2. Mandatory requirements: <ul style="list-style-type: none"> Is it mandatory to provide the service? This may be due to legislative or contractual requirements, etc. Are there impediments to reducing or stopping the service, e.g. a long-term contract, an agreement with a government agency, or a policy position? 	Understand current service levels and identify potential barriers to change
3. Service outputs: <ul style="list-style-type: none"> What are the outputs for the service, what does the service deliver or produce? How are the outputs measured? 	Understand service outputs and type of performance delivery data available
4. Service outcomes: <ul style="list-style-type: none"> What do the service outputs achieve for the community? What value do the community extract from the service? 	Understand customer and community value of the service

¹⁰ Adapted from *Service delivery review: a how to manual for local government*. Available at: [www.acelg.org.au/system/files/publication-documents/Service Review Manual 2nd edition - PrintAndWeb.pdf](http://www.acelg.org.au/system/files/publication-documents/Service%20Review%20Manual%202nd%20edition%20-%20PrintAndWeb.pdf)

Service/sub-service title	Details to include
<p>5. Current service levels:</p> <ul style="list-style-type: none"> • What are the levels of service provided in the outputs, in terms of quantity, quality, timeliness, reliability, responsiveness, accessibility, etc.? • What is the process for the review of service levels, including the process inputs? • Are the target service levels being met? 	<p>Clarify current service levels, how they were determined and whether the levels are being met</p>
<p>6. Community feedback:</p> <ul style="list-style-type: none"> • Is there an effective community feedback process? • What is the current level of satisfaction and how important is the service to community? • What do community and customer surveys indicate? 	<p>This information is needed to examine satisfaction v importance of the service as well as any other feedback about service quality and stakeholder expectations</p>
<p>7. Service utilisation:</p> <ul style="list-style-type: none"> • What is the current level of usage of the service? • Is the use of the service expanding or decreasing? Is it becoming more or less popular with the community? Does the community want more? • Do internal departments work effectively to optimise the opportunities to increase efficiency (mutually supportive with resources/assets)? • Are their changing demands due to population growth, change in community trends, etc.? 	<p>Understand future prospects of the service, whether it is currently at capacity and whether there are opportunities for sharing resources across services</p>
<p>8. Existing constraints:</p> <ul style="list-style-type: none"> • Is there anything restricting the delivery of the service, such as insufficient office space, lack of equipment, out of date technology, etc.? • Are there 'assumed constraints' within the work environment? 	<p>Provide an open opportunity for service owners to identify improvement options as well as sufficiency of supporting resources/technology</p>
<p>9. Strategic links:</p> <ul style="list-style-type: none"> • What information is contained in the community strategic plan, delivery program, and operational plan relating to the service? • What strategies, actions, objectives, and key performance targets are relevant to the service? • What progress has been made in achieving the identified outcomes and targets? 	<p>Understand the strategic purpose of the service and the strategic implications if changed</p>
<p>10. Processes and procedures:</p> <ul style="list-style-type: none"> • What are the key processes relating to the service and have they been mapped? • What procedures or other documents directly apply to the service and how effective and useful are they? • Do the services management and staff refer to and adopt agreed processes and procedures? 	<p>Identify potential improvements in relation to process and streamlining governance requirements</p>

Service/sub-service title	Details to include
<p>11. Financials:</p> <ul style="list-style-type: none"> • What are the annual budgeted and actual expenditure and revenue figures for the service for the current, and last two financial years? • What is the net cost of service for the service under review over the same periods? • How has the net cost of service varied over the periods examined? • What factors caused these variations (if any) in the net cost of service? • What impact did these variations have on the service? • Were the factors a result of deliberate decisions or unplanned events? • How is the service funded: rates, grants, loans, reserves, user charges, etc.? • On what basis were user charges determined for the service? How were they calculated? Are there any regulatory or other constraints that limit the amounts of the charges? • Are there available unit rates e.g. cost per square metre, cost per person? Corporate overheads should be included as appropriate. 	<p>Understand true cost of service and identify potential investigation areas using trend data (variations).</p> <p>Inform opportunities for reviewing funding mix and ascertain data that could be used for benchmarking.</p> <p>Examine whether sound pricing policy is in place to maximise revenue and identify areas for improved procurement action and asset utilisation</p>
<p>12. Mode of service delivery:</p> <ul style="list-style-type: none"> • How is the service currently delivered, e.g. in-house, outsourced, resource sharing, partnerships, community groups? • Have other modes been tested or discussed for consideration? • Is the organisation examining opportunities to work with other local governments and/or government bodies to improve or cooperatively provide services? 	<p>Support investigation of alternative delivery modes</p>
<p>13. Staff and contractors:</p> <ul style="list-style-type: none"> • How many people are employed on the service? How many full time equivalent positions? • What are their high level roles and responsibilities? • How many vacant positions are you currently carrying and how long have they been vacant? • How have you managed without these resources and what has been the impact of the vacancies on service levels? • Are there any contractors or volunteers? • Are some elements of the service delivery sub-contracted? How are these assessed and periodically reviewed for efficiency? 	<p>Inform potential options to improve efficiency through improved labour usage, skills development and task consolidation</p>
<p>14. Assets:</p> <ul style="list-style-type: none"> • What assets, infrastructure and facilities are associated with the service? • Identify if any are not local government owned. • Are there assets with low utilisation or high recurrent maintenance? 	<p>This question assists in identifying opportunities for improved asset utilisation, reduced depreciation, service transfer or consolidation and alternative delivery models.</p>

Service/sub-service title	Details to include
<p>15. Comparative data:</p> <ul style="list-style-type: none"> • Is comparative or benchmarking data available from other organisations which is relevant to the service? • How does services productivity compare to other similar organisations? 	<p>The question aims to identify existing benchmarking and comparative information to examine service efficiency or quality. Further benchmarking or comparative data may be useful if performance is low relative to cost.</p>
<p>16. Opportunities:</p> <ul style="list-style-type: none"> • Are there opportunities or staff suggestions for reducing costs, generating additional income or improving the service? • Are there previous review recommendations which have not been implemented? 	<p>Open opportunity for staff to suggest improvements</p>
<p>17. Other information:</p> <ul style="list-style-type: none"> • Is there any further information that may assist with reviewing the service? • Include additional documentation as attachments to the form where appropriate. 	

Appendix D. Model clauses to include in a formal Regional Library Agreements

IF THE AGREEMENT IS UNDER SECTION 12(1) OF THE LIBRARY ACT 1939:

Refer to the following attachment – *Library Act 1939* Agreement (s. 12(1) of the Act).

OR

IF THE AGREEMENT IS UNDER SECTION 12(2) OF THE LIBRARY ACT 1939

Refer to the following attachment – *Library Act 1939* Agreement (s. 12(2) of the Act).

Source: Template agreements developed by the NSW Crown Solicitor for the State Library of NSW, 2008.

OR

IF THE AGREEMENT IS UNDER SECTION 12A OF THE LIBRARY ACT 1939:

Contact the State Library of NSW for assistance.

Library Act 1939 Agreement

s. 12(1) of the Act

THIS AGREEMENT is made on of 20XX.

Between

1. [Insert administering council name]; and
2. [Insert delegating council name]; and
3. [Insert delegating council name – add more if necessary].

Background

- A. This is an Agreement made pursuant to s. 12(1) of the Act.
- B. The Administering Council agrees to undertake the function of providing, controlling and managing libraries, library services or information services within the area of [each or the] Delegating 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 or the] 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 Act.

Operative provisions

1. Definitions and interpretation

Guide Note: Add to this clause as necessary. For example, if the concept of a “Decentralised Regional Library Service” is introduced into the Agreement, it should be defined here.
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- 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.

“Agreement” means this agreement which includes the attachments 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 Attachment 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.

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

“Executive Officer” has the meaning given in cl. 9.1.

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

“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.

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

“Regional Library Manager” means the Regional Library Manager referred to in cl. 9.3.

“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.

“Service Level Agreement” means the service level agreement at Attachment 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 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.
- (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

Guide Note: This clause is essential for the Agreement to be valid under s. 12 of the Act: s. 12(3).

2.1 This Agreement commences on the Commencement Date and will continue for the Term.

3. Delegation

Guide Note: This clause is essential for the Agreement to be valid under s. 12 of the Act (this Agreement is an agreement pursuant to s. 12(1) only). This example clause contemplates a delegation of all functions in relation to the provision, control and management of libraries, library services and information services, for the purposes of s. 12(1)(c). It need not do so. Any limitations to the delegation should be included in this clause.

- 3.1 Pursuant to s. 12(1) of the Act, [each or the] Delegating Council hereby delegates to the Administering Council the function of providing, controlling and managing [specify one or more: libraries, library services or information services] within its area.

4. Responsibilities of the Administering Council

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the “terms and conditions” mentioned in s. 12(1)(c) of the Act. If preferred, they could be included in the Service Level Agreement.

These responsibilities can be further delegated, *mutatis mutandis*, to a s. 11 committee, if the Administering Council desires it (subject to the limitations of s. 11(1), for example, cl. 4.2(c) could not be so delegated). However, that delegation cannot be a part of this Agreement.

- 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 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, implement, maintain and monitor the implementation of a management plan for the Regional Library Service.
- 4.4 The Administering Council is to prepare policy statements on relevant aspects of the Regional Library Service and [annually] 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) a report outlining:
 - (i) the collection size, including its age and distribution;
 - (ii) the number of borrowers and of items borrowed;
 - (iii) the number of library visits;
 - (iv) the number and type of value-added services; and
 - (v) an assessment of the quality of service provided to each Participating Council by the Regional Library Service.

Guide Note: Clause 4.8 will depend on the nature of the Regional Library Service that is contemplated. For example, an Agreement could provide for employment of personnel to be by the Delegating Council, or by the Regional Library Service itself. If cl. 6.3 addresses staff, cl. 4.8 will need to be made subject to cl. 6.3.

- 4.8 The Administering Council is to engage staff 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*.
- 4.9 Staff engaged at branch libraries are:
- (a) subject to the disciplinary control of the [insert appropriate council as desired, eg. Participating Council, Administering Council etc.]; and
 - (b) accountable to the Regional Library Manager for:
 - (i) library procedures;
 - (ii) the standard of customer service; and
 - (iii) such promotion of the service as is necessary to implement the library policies of the Administering Council;

within the branch library.

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.

6. Responsibilities of the Participating Councils

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the "terms and conditions" mentioned in s. 12(1)(c) of the Act. If preferred, they could be included in the Service Level Agreement.

6.1 Each Participating Council is to be responsible for the provision, maintenance, furnishing, equipping, lighting, cleaning and security of any branch of the Regional Library Service in its area.

6.2 In planning new buildings for branch libraries or the refurbishment of existing libraries, a Participating Council is to seek the advice of the Regional Library Manager.

Guide Note: Clause 6.3 will depend on the nature of the Regional Library Service that is contemplated. For example, an Agreement could provide for employment of personnel to be by the Administering Council, or by the Regional Library Service itself. If cl. 6.3 addresses staff, cl. 4.8 will need to be made subject to cl. 6.3.

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.

6.8 Where a mobile library 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 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 Mobile library timetables will be established by negotiation between the Participating Councils.

- 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 or Administering Council] for the provision of such service or resource.

7. Liability

Guide Note: The maximum duration specified in cl. 7.3 may need to be amended to ensure it does not extend beyond the Term.

- 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.

8. Assets

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the "terms and conditions" mentioned in s. 12(1)(c) of the Act. If preferred, they could be included in the Service Level Agreement.

- 8.1 All library materials, equipment and other assets held by the Participating Councils prior to the execution of this Agreement and specified in Attachment B 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.
- 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.

9. Management and Administration

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the "terms and conditions" mentioned in s. 12(1)(c) of the Act. If preferred, they could be included in the Service Level Agreement.

- 9.1 The Executive Officer of the Regional Library Service:
- (a) is to be the General Manager of the Administering Council; or

- (b) is to be appointed by the General Manager of the Administering Council.
- 9.2 The Executive Officer is responsible to the Administering Council for the financial operation and administration of the Regional Library Service.
- 9.3 A Regional Library Manager is to be appointed by the Administering Council and:
- (a) is to be a qualified librarian as recognised by the *Australian Library and Information Association*;
 - (b) is to be responsible to the Executive Officer for the administration of the services provided by the Regional Library Service; and
 - (c) is to supervise and control staff employed by the Participating Councils on behalf of the Regional Library Service.
- 9.4 The duties of the Regional Library Manager include:
- (a) to develop, maintain and implement a management plan;
 - (b) to provide advice to the Administering Council on all matters relevant to the policy, planning and development of the Regional Library Service;
 - (c) to implement or assist in the implementation of decisions made by the Administering Council upon matters delegated to it under this Agreement;
 - (d) to manage the resources of the Regional Library Service in a cost-effective manner;
 - (e) to select and purchase library books and materials [within an agreed collection management plan];
 - (f) to advise Participating Councils on the operation and staffing of branch libraries in their areas;
 - (g) to represent the Regional Library Service at all times in a professional and competent manner;
 - (h) to control and supervise staff;
 - (i) to develop and implement a training plan for all staff and volunteers engaged in the Regional Library Service;
 - (j) to provide reports to the [Administering Council or Participating Councils or] as required on the management of the Regional Library Service and implementation of the management plan; and
 - (k) such other duties as determined by the Executive Officer in consultation with the Administering Council from time to time.

- 9.5 A written plan for the management and development of each branch library shall be jointly prepared by each Participating Council, the Regional Library Manager and the branch librarian which will include objectives for:
- (a) collection development;
 - (b) service development and delivery;
 - (c) staff training and development;
 - (d) staff evaluation criteria and performance measures; and
 - (e) building maintenance and improvement.

10. Finance

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the "terms and conditions" mentioned in s. 12(1)(c) of the Act. If preferred, they could be included in the Service Level Agreement.

- 10.1 The Administering Council will by [insert date] 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 annual budget is adopted when signed notices to that effect are served by at least [insert number] Participating Councils on the other Participating Councils.
- 10.4 The Administering Council is to use its best endeavours to ensure that an annual budget is adopted by [insert date] in each year.
- 10.5 In the event that the annual budget is not adopted by the date specified in cl. 10.4, contributions from Participating Councils will remain unchanged from the previous year until the annual budget is resolved.
- 10.6 In respect of the 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; and
- (c) each Participating Council's financial contribution to the Regional Library Service shall be paid in quarterly instalments on the first days of July, October, January and April of each year.

10.7 Interest on any amount payable under this Agreement which is not received by the Executive Officer within fourteen days of the due date must be paid 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 Executive Officer.

11. Dispute resolution

Guide Note: To be valid, this Agreement must have a s. 12(5) dispute resolution clause (cl. 11.5). However, it is possible to have an alternative dispute resolution mechanism that takes effect where a party has not exercised its rights under s. 12(5) of the Act. An example is the alternative dispute resolution mechanism outlined below at cls 11.1 – 11.4. Other mechanisms may be adopted.

- 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 Council.
- 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 a Participating Council, be settled by arbitration by an arbitrator appointed by the Library Council.

12. Termination

Guide Note: This clause deal with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the "adjustment" mentioned in s. 12(4) of the Act. In addition, where a new council wishes to join the Regional Library Service, this clause could be used to terminate this Agreement before immediately commencing a new agreement that included the additional party.

The maximum duration specified in cl. 12.3 may need to be amended to ensure it does not extend beyond the Term.

12.1 This Agreement may be terminated by agreement of at least [insert number] Participating Councils.

12.2 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.

12.3 The duration of this Agreement, for the purposes of cl. 12.2, is the period between the Commencement Date and the date the Agreement is terminated, to a maximum five year period.

13. Notices

13.1 A notice under this Agreement must be:

- (a) in writing, directed to the representative of [each or 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.

(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 subclause, 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 (Attachment A).
- (c) Service Level Agreement (Attachment C).
- (d) Other attachments (if any).

Guide Note: The above order of priority may need to be changed or amended for specific provisions.

Legal advice and costs

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

This agreement is executed on _____ 20____.

Execution by the Administering Council:

Signed for and on behalf of)

.....)

(insert name of Administering Council as per Agreement Details))

)

)

)

by.....)

(insert name of person signing on the Administering Council's)

behalf))

)

)

in the presence of.....)

(insert name of witness))

.....
(signature of Administering Council's representative)

.....
(signature of witness)

Execution by the Delegating Council(s):

Signed for and on behalf of)
.....)
(insert name of a Delegating Council as per Agreement Details))
)
)
by.....))
(insert name of person signing on the Delegating Council's behalf)) (signature of Delegating Council's representative)
)
)
in the presence of.....))
(insert name of witness)) (signature of witness)

Signed for and on behalf of)
.....)
(insert name of a Delegating Council as per Agreement Details))
)
)
by.....))
(insert name of person signing on the Delegating Council's behalf)) (signature of Delegating Council's representative)
)
)
in the presence of.....))
(insert name of witness)) (signature of witness)

ATTACHMENT A AGREEMENT DETAILS

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

Item 1 **Administering Council**

Name: [insert name of administering council]

Address [insert street address]

Item 2 **Delegating Council**

Name: [insert name of delegating council]

Address [insert street address]

Item 3 **Delegating Council**

Name: [insert name of delegating council]

Address [insert street address]

Item 4 **TERM**

Commencement [insert Commencement Date]
Date:

Duration: [insert period or end date]

Guide Note: Specify the duration of this Agreement by specifying either:

- a number of months from the Commencement Date i.e. "[insert months] from the Commencement Date"; or

- a period ending on a specified expiry date i.e. "Time period ending on [insert date]".

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Library Act 1939 Agreement

s. 12(2) of the Act

THIS AGREEMENT is made on of 20XX.

Between

1. [Insert X council name];
2. [Insert Y council name]; and
3. [Insert Z council name – add more/remove if necessary].

Background

- A. This is an Agreement made pursuant to s. 12(2) of the Act.
- B. X Council undertakes to exercise, for and on behalf of [insert Y, Z etc. council names], within the area[s] of [insert Y, Z etc. council names], [insert overview of specified power or duty] of [insert Y, Z etc. council names] in relation to the provision, control and management of libraries, library services and information services.
- C. This Agreement specifies the terms and conditions upon which such [power[s] and/or duty/duties] will be so exercised by X Council.
- D. Each Participating Council has resolved to adopt the Act.

Operative provisions

1. Definitions and interpretation

Guide Note: Add to this clause (or remove) as necessary.

- 1.1 In this Agreement, unless the context otherwise requires:

“Act” means the *Library Act 1939*.

“Agreement” means this agreement which includes the attachments 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 Attachment A.

"Area" in relation to a Participating Council means the geographic area administered by that Council under the *Local Government Act 1993*.

"Broadband" means a high speed internet connection of at least 512 kbps.

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

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

“**Participating Council**” means a party to this Agreement.

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

“**Service Level Agreement**” means the service level agreement at Attachment 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.

“**WCAG**” means the Web Content Accessibility Guidelines released by the World Wide Web Consortium.

“**[X Council]**” means the council described as such in the Agreement Details.

“**[Y Council]**” means the council described as such in the Agreement Details.

“**[Z Council]**” means the council described as such in the Agreement Details.

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 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.
- (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

Guide Note: This clause is essential for the Agreement to be valid under s. 12 of the Act: s. 12(3).

- 2.1 This Agreement commences on the Commencement Date and will continue for the Term.

3. Specified power or duty

Guide Note: This clause is essential for the Agreement to be valid under s. 12 of the Act (this Agreement is an agreement pursuant to s. 12(2) only). Please note, 3.1(a) and (b) are examples only.

- 3.1 Pursuant to s. 12(2) of the Act, X Council undertakes to exercise, for and on behalf of [insert Y, Z Councils], within the area or areas of [insert Y, Z Councils], the following [powers and/or duties] of [insert Y, Z Councils] in relation to the provision, control and management of libraries, library services and information services:
- (a) Computer catalogue system;
- (b) Membership records; and
- (c) Etc.

4. Responsibilities of [X Council]

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the “terms and conditions” mentioned in s. 12(2)(b) of the Act. If preferred, they could be included in a Service Level Agreement.

Insert appropriate terms and conditions in respect of whatever power or duty is being exercised by X for Y and Z – for example, in respect of a computer catalogue system, there might be some preferred library software that should be used or the terms and conditions might specify that the software has to be the latest version and the minimum hardware requirements etc. Examples that follow assume X providing a computer catalogue system to Y and Z where the latter will provide the hardware.

- 4.1 X Council is to exercise the [powers and/or duties] specified in cl. 3.1 in accordance with the Act.
- 4.2 In providing a computer catalogue system for Y and Z Councils, X Council will use the software package known as *Atrium* by Book Systems, Inc [this could be defined in cl. 1, if preferred].
- 4.3 X Council will ensure that *Atrium* is properly maintained and that:

- (a) all critical patches released by the vendor are applied to update the software within one week of release; and
- (b) all non-critical patches are applied within one month of release.

4.4 X Council will provide the residents of Y and Z Councils with external access to the catalogue via a public website which must comply with WCAG 2.0.

4.5 Etc.

5. Responsibilities of [Y and Z Councils]

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the “terms and conditions” mentioned in s. 12(2)(b) of the Act. If preferred, they could be included in a Service Level Agreement.

Appropriate terms and conditions in respect of whatever power or duty is being exercised by X for Y and Z should be inserted. Examples that follow assume X providing a computer catalogue system to Y and Z where the latter will provide the hardware.

5.1 Y and Z Councils will each provide computer terminal hardware in the libraries in their areas for the computer catalogue system.

5.2 The minimum specification of each terminal provided by Y and Z Councils under this Agreement must be: [insert minimum requirements].

5.3 Y and Z Councils will each provide broadband connections to connect the computer terminals in the libraries in their areas to the computer catalogue system operated by X Council.

5.4 Y and Z Councils must, within one month of this Agreement being executed, give access to X Council to their existing library catalogues.

5.5 Y and Z Councils each agree to continue using the Dewey Decimal Classification system in their libraries.

5.6 Etc.

6. Liability

6.1 Any liability incurred by X Council in connection with the performance of its functions of exercising powers and/or duties under this Agreement, except where it has been negligent in the performance of its functions, is to be borne by each Participating Council in the same proportion as the population in its area bears in relation to the total population of the Region.

6.2 Etc.

7. Assets

Guide Note: If needed, this clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the "terms and conditions" mentioned in s. 12(2)(b) of the Act. If preferred, they could be included in a Service Level Agreement.

7.1 The intellectual property in each Participating Council's library catalogue remains with that Participating Council.

7.2 Etc.

8. Finance

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are examples of what the parties might wish to include. They would form part of the "terms and conditions" mentioned in s. 12(2)(b) of the Act. If preferred, they could be included in a Service Level Agreement.

8.1 Y and Z Councils will each pay X Council \$XXXX.XX per annum to exercise the powers and/or duties referred to in cl. 3 of this Agreement [or whatever formula is appropriate for the powers and/or duties to be exercised, including a formula to allow for any increase over the term of the Agreement].

8.2 The first annual payment referred to in cl. 8.1 is due upon execution of this Agreement.

8.3 Interest on any amount payable under this Agreement which is not received within fourteen days of the due date must be paid 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.

9. Dispute resolution

Guide Note: To be valid, this Agreement must have a s. 12(5) dispute resolution clause (cl. 9.5). However, it is possible to have an alternative dispute resolution mechanism that takes effect where a party has not exercised its rights under s. 12(5) of the Act. An example is the alternative dispute resolution mechanism outlined below at cls 9.1 – 9.4. Other mechanisms may be adopted.

9.1 Where a Participating Council claims that a dispute has arisen, it may give written notice of the dispute to [each or the] other Participating Council.

9.2 The Participating Councils must seek to resolve the dispute within 14 days of receipt of a notice under cl. 9.1.

9.3 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.

9.4 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.

9.5 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 a Participating Council, be settled by arbitration by an arbitrator appointed by the Library Council.

10. Termination

Guide Note: This clause deals with matters that are not specifically required by s. 12 of the Act, but are **examples** of what the parties might wish to include. They would form part of the "adjustment" mentioned in s. 12(4) of the Act.

- 10.1 This Agreement may be terminated by agreement of at least [insert number] Participating Councils.
- 10.2 This Agreement may only be terminated in accordance with cl. 10.1 on 6 months notice in writing to the other Participating Councils.
- 10.3 [Insert terms of termination – will depend entirely on subject matter of Agreement]

11. Notices

- 11.1 A notice under this Agreement must be:
- (a) in writing, directed to the representative of [each or 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.
- 11.2 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.
 - (d) in the case of delivery by email, on receipt of confirmation by the recipient that the recipient has received the email.
- 11.3 Notwithstanding the preceding subclause, 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.

12. Miscellaneous

Writing

- 12.1 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

- 12.2 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

- 12.3 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.
- 12.4 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

- 12.5 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 (Attachment A).
 - (c) Service Level Agreement (Attachment C).
 - (d) Other attachments (if any).

Guide Note: The above order of priority may need to be changed or amended for specific provisions.

Legal advice and costs

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

This agreement is executed on _____ 20____.

Execution by the X Council:

Signed for and on behalf of)

.....)

(insert name of X Council as per Agreement Details))

)

)

by.....)

(insert name of person signing on the X Council's behalf))

.....

(signature of X Council's representative)

)

)

in the presence of.....)

(insert name of witness))

.....

(signature of witness)

Execution by Y and Z Council(s):

Signed for and on behalf of)
)
 (insert name of Y Council as per Agreement Details))
)
)
by.....))
 (insert name of person signing on Y Council's behalf)) (signature of Y Council's representative)
)
)
in the presence of.....))
 (insert name of witness)) (signature of witness)

Signed for and on behalf of)
)
 (insert name of Z Council as per Agreement Details))
)
)
by.....))
 (insert name of person signing on Z Council's behalf)) (signature of Z Council's representative)
)
)
in the presence of.....))
 (insert name of witness)) (signature of witness)

ATTACHMENT A AGREEMENT DETAILS

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

Item 1 X Council

Name: [insert name of X Council]

Address [insert street address]

Item 2 Y Council

Name: [insert name of Y Council]

Address [insert street address]

Item 3 Z Council

Name: [insert name of Z Council]

Address [insert street address]

Item 4 TERM

Commencement [insert Commencement Date]
Date:

Duration: [insert period or end date]

Guide Note: Specify the duration of this Agreement by specifying either:

- a number of months from the Commencement Date i.e. "[insert months] from the Commencement Date"; or

- a period ending on a specified expiry date i.e. "Time period ending on [insert date]".

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Appendix E. Checklist of functions and services to consider for collaborative arrangements

Function	Service	Include Y/N?
Library management	<ul style="list-style-type: none"> Policy and procedure development and review, including fees and charges Strategic planning Operational planning Insurance Marketing and communications, including brand management, signage, social media, paid advertising, campaigns Local government liaison and communications to other staff and elected members Budget and contract management Community partnerships Other providers and service levels 	
Library management system	<ul style="list-style-type: none"> Membership Physical and remote access Circulation Radio Frequency Identification Contract management and evaluation 	
Collection management	<ul style="list-style-type: none"> Selection Acquisitions Cataloguing and processing Stock management (circulation, weeding and stock rotation) eResources (magazines, journal databases, eBooks, eAudio) 	
Information technology	<ul style="list-style-type: none"> Library Management System Virtual Private Network Internet connectivity and service provider Computer hardware provision and updates Computer software provision and updates IT support and service levels Wi-Fi hot spots Public Internet access Technology for loan e.g. EReaders for home library, iPads for loan 	
Library buildings	<ul style="list-style-type: none"> Library buildings (facilities management, cleaning and utilities) 	

Function	Service	Include Y/N?
and vehicles	Vehicles (cars for library staff, mobile library and/or courier vans), including purchasing, servicing and housing vehicles and replacements	
Program planning and coordination	Children's services e.g. story time and holiday programs, youth events Book club coordination Reference service Home library service Local studies collections Community information Maker spaces	
Reporting and evaluation	Statistics User satisfaction survey Enquiry completion rate survey Evaluation	
Staff	HR support, including terms and conditions and payroll Recruitment and coordination Supervision Professional development and training Work safety	

Appendix F. Legislative provisions

Public libraries are managed by local governments, with assistance from the State Government through the State Library of NSW, and in accordance with the *Library Act 1939* (the Act). In 2015 there are 68 local governments that are party to regional library agreements which are enabled under Section 12 of the Act.

There are two broad agreement types specified under the Act:

- > **Section 12(1)** – enables two or more local authorities to agree that one local government operates and manages library services on behalf of the local governments party to the agreement (regional library model)
- > **Section 12(2)** – enables two or more local governments to agree that one local government operates specified aspects of the library services on behalf of the local governments party to the agreement (cooperative library model).

In 2011, the Act was amended to add Section 12A. This amendment enables local governments to propose alternative models for regional library management that offer greater flexibility in management arrangements i.e. libraries operated on behalf of two or more local governments across NSW.

- > **Section 12A** – enables the development of alternate models for regional library management with the permission of the Ministers for the Arts and Local Government.

To date, there have been no applications from local governments for consideration of alternate models under Section 12A.

