



High Country Library Network Shared Service Agreement

Contents

1. Introduction	4
2. Membership	4
2.1 Members	4
2.2 Branches	5
3. Library Management Group	5
3.1 Statement of purpose	5
3.2 Membership	5
3.3 Meetings of the Library Management Group.....	6
3.4 Reporting.....	7
3.5 Execution of Duties.....	7
4. The Hub	7
4.1 Location.....	7
4.2 Address.....	7
4.3 Operating hours.....	7
4.4 Services provided to the branches.....	7
4.5 Hub assets	8
5. The Agreement.....	8
5.1 Purpose of this Agreement.....	8
5.2 Administration of the Agreement	8
5.3 Term of the Agreement.....	8
5.3.1 Initial Term.....	8
5.3.2 Options for further terms.....	8
5.3.3 Exercising options for further terms.....	8
5.4 Entry of new Member(s).....	9
5.5 Exit of Member(s)	9
5.6 The Network and Financial Obligations	10
5.7 Dispute Resolution	10
5.8 Review of the Agreement.....	11
5.9 Variations to Agreement	11
6. Financial Information.....	11
6.1 Financial contributions.....	11
6.2 Financial principles of Agreement.....	12
6.3 Budget.....	12

6.4 Financial reports	12
6.5 Financial management.....	12
6.6 Third party providers.....	12
7. Insurance and Indemnity	13
7.1 Public Liability Insurance	13
7.2 Work-Cover	13
7.3 Indemnity	13
8. Service Delivery	13
8.1 Service Delivery Principles	14
8.2 Collection management.....	14
8.3 Member responsibilities	15
8.4 Alpine Responsibilities	15
8.5 Collection databases	16
8.6 Operational management.....	16
Appendix A – Cost Attribution Formula.....	19
Appendix B – Branch Contact Details	20
Appendix C – Agreed Services Provided by the Hub	21

1. Introduction

Alpine Shire Council (**Alpine**), Benalla Rural City Council (**Benalla**), Mansfield Shire Council (**Mansfield**) and Wangaratta Rural City Council (**Wangaratta**) (collectively **the Members**) have established a shared service Library Network known as the High Country Library Network (**the Network**).

- The public library branches within each council's municipal district share a common Library Management System and library collection.
- The Members have agreed to receive collection, cataloguing and support services relating to the High Country Library Network through a hub (the Hub) located in Myrtleford and operated by Alpine. The costs associated with the Hub will be shared by each Member based on the cost attribution formula outlined in this Shared Service Agreement (the Agreement).
- The Members acknowledge that it is essential to the success of this Agreement that there is a co-operative partnership approach and that this will require a strategic and flexible approach to the delivery of Library Hub services.
- All parties have committed to strive to develop and improve systems and service delivery within the budget constraints. There will be a focus on achieving the services outlined in this Agreement to ensure improved outcomes for the community.
- In operating the Hub, Alpine has committed to provide high quality services to the other Members. The service will support the Members to:
 - Encourage and promote optimal use by the community of library services;
 - Develop and maintain customer service standards comparable to the best in Australia; and
 - Develop and maintain a diverse collection which meets the needs of the community.

2. Membership

2.1 Members

The Members of the Network are:

- Alpine Shire Council;
- Benalla Rural City Council;
- Mansfield Shire Council; and
- Wangaratta Rural City Council.

The value of the contribution of each Member is outlined in the Cost Attribution Formula at Appendix A. The Network collection is owned by and recognised in each council's financial statements and is not owned by the Members jointly.

The Members of the Network have the joint authority to appoint Associate Members to the Network to partake of a subset of the services offered by the Hub. Only Councils from within the

North East region are eligible to be appointed, and any appointment may only be made at the discretion of and according to the terms agreed by the Members.

2.2 Branches

Library branches that receive services from the Hub are:

- Bright library;
- Mansfield library;
- Mount Beauty library;
- Myrtleford library;
- Sir Edward 'Weary' Dunlop Learning Centre (Benalla library); and
- Wangaratta library.

For contact details of all branches refer to Appendix B.

3. Library Management Group

3.1 Statement of purpose

The purpose of the Library Management Group is to:

- Provide a forum to facilitate the exchange of ideas and experiences which enhance the quality of library services in the Members municipalities;
- Provide a forum to examine and discuss trends and issues in services in Victorian public libraries;
- Develop and monitor guidelines for the management of the Network collection;
- Monitor Key Performance Indicators related to the operation of the services and set out in the second column of Appendix C, most specifically the performance of Alpine in the operation of the Hub;
- Monitor issues and concerns between the Members and Alpine; and
- Monitor and oversee the library collection in accordance with the Collection Management Policy and Plan.

3.2 Membership

The Library Management Group comprises:

- The Hub Coordinator (Secretariat);
- One Council manager with overall responsibility for library services from each council; and
- One Library Coordinator representative - selected from the Member libraries to represent all coordinators.

The Group must annually appoint among the representatives a Chairperson who will hold office for a term of one (1) year but is eligible for reappointment for a further term, unless he/she

resigns (in which case the Group must appoint a new Chairperson to chair the meetings). No person may be the Chairperson for more than two (2) consecutive years.

In the event that the appointed Chairperson is absent from a meeting the representatives present at the Library Management Group meeting must appoint an acting Chairperson, who must preside over that meeting or until the Chairperson is present.

The Coordinator Group must annually appoint a Library Coordinator Representative who will represent the Coordinator Group at the Library Management Group meetings. This person may only hold the position for one (1) year. No consecutive terms are allowable.

A quorum of 50% plus 1 must exist for any decisions to be binding.

Role	Member	Voting rights
Secretariat	Hub Coordinator	No
Chairperson	Nominated annually from within Council Managers	Yes - as a "Member" - not an additional vote. Has the deciding vote if a tie exists.
Member	Council Managers – one from each Council	Yes
Coordinator representative	Nominated annually from within Council Library Coordinators	Yes –on behalf of Coordinators

3.3 Meetings of the Library Management Group

The Library Management Group must meet not less than four (4) times per year at a geographically central location.

The Library Management Group may appoint sub-committees as it determines necessary, including the appointment of the Collections Group.

In all other respects, the Library Management Group may regulate its own proceedings.

3.4 Reporting

The Secretariat of the Library Management Group must produce the Agenda and Minutes in consultation with the Chairperson. The Agendas and Minutes of meetings will be provided to each member of the Library Management Group.

3.5 Execution of Duties

Each member of the Library Management Group will be responsible for exercising their delegated powers and for the reporting back to their respective Council upon the exercise of those powers.

4. The Hub

4.1 Location

The Hub is located in the former Council Chambers in Myrtleford opposite the Myrtleford library. The Stack collection will be located in the meeting rooms and strong room of the Myrtleford library.

4.2 Address

The address of the Hub is:

Cnr Standish St & O'Donnell Ave

Myrtleford VIC 3737.

4.3 Operating hours

The operating hours of the Hub will be 8.30 am to 5.00 pm, Monday to Friday (public holidays excepted).

4.4 Services provided to the branches

The Hub will operate as a processing facility operated by Alpine. It will provide the following services (as outlined in Appendix C – Agreed Services Provided by the Hub):

- A team of Hub employees to ensure network branches are dealt with efficiently, courteously and in accordance with this Agreement;
- Liaison with branch Managers/Coordinators across the Network to ensure a detailed understanding of branch requirements is known and understood;
- Development and implementation of policies and procedures for managing the regional collection as recommended by the Library Management Group;
- Management of the Network collection in accordance with the Collection Management Policy;
- Provision of secretariat support for the Library Management Group;
- Provision of reports to the Members in accordance with the Agreement;

- Management of the Library Management System.
- Maintenance of the Network website;
- Preparation of quarterly and annual data for the Local Government Performance Reporting Framework;
- Ordering and purchasing of books and materials;
- Cataloguing of books and materials;
- Management of the courier service of books between branches and ensure delivery meets the requirements of this Agreement;
- Processing of books and materials to shelf ready standards;
- Maintenance of magazine subscriptions;
- Maintenance of inter library loans and Libraries Victoria Shared Services processes; and
- Monitoring of usage of online resources to ensure they are relevant and provide training to branches where necessary.

4.5 Hub assets

Alpine will occupy the premises from which the Hub will operate. A rental component, based on the market rental, will form part of the financial contribution payable by the Members.

Alpine provides assets such as desks & bookshelves to allow staff to deliver services to the network. These assets remain the property of Alpine Shire.

5. The Agreement

5.1 Purpose of this Agreement

This Agreement sets out in specific and measurable terms the services to be provided by Alpine to the other Members and allocation of roles and responsibilities for the Hub and Network services, as well as consequential other matters.

5.2 Administration of the Agreement

The administration of this Agreement will be overseen by the Library Management Group, as outlined in this Agreement.

5.3 Term of the Agreement

5.3.1 Initial Term

This Agreement will be for 3 years commencing on 1 July 2020 and concluding on 30 June 2023.

5.3.2 Options for further terms

Two further consecutive options each of three years.

5.3.3 Exercising options for further terms

The unanimous agreement of Members is required to exercise options for further terms.

The Library Management Group is required to notify Members of the intent to renew this agreement in writing by no later than 1 April 2023.

5.4 Entry of new Member(s)

If a non-party requests to join the Network the following process must be undertaken:

- The non-party will be admitted to membership only upon the Members unanimously agreeing to admit it;
- Alpine must provide to each of the Members all information reasonably requested in order for agreement to be reached.
- A review of the Cost Attribution Formula will be undertaken to determine if the current method (as outlined in Appendix A) is appropriate.
- Any newly admitted Member must:
 - Agree to be bound by the terms of this Agreement;
 - Have the same rights, duties and obligations as the existing Members under this Agreement.

5.5 Exit of Member(s)

If a Member wishes to exit the Network:

- The Member must give a minimum of 6 months' notice.
- The portion of the net assets to which the exiting Member is entitled must be calculated according to the value of the assets as disclosed by the financial statements and will be the same portion as outlined in the Cost Attribution Formula outlined in this Agreement.
- The portion of net assets to which the exiting Member is entitled may be taken in such combination of property and cash as is agreed between the Members. If it is agreed that the exiting Member is entitled to materials, then the removal of those materials will be at the cost of the exiting Member.
- Any redundancy or change in operation costs occasioned as a result of a Member exiting the Network will be determined by a review undertaken just prior to the notified exit date to assess the reduced function of the Hub. The review will consider:
 - The reduced number of materials being processed by the Hub as a result of the Member exiting;
 - The reduced number of crates being transported to and from the Hub as a result of the Member exiting;
 - The number of hours required to undertake operations and processing functions for the remaining Members;
 - Entry of new Members to the Network; and
 - Recommendations by the Library Management Group.
- Any redundancy or change in operation costs will be incurred by all Members based on the Cost Attribution Formula.

- The exiting Member will take its portion of the Collection based on the following:
 - The value of the exiting Members collection as recognised in the Member Council's financial statements.
 - Books and library items purchased during the term of this Agreement to the value based on the Cost Attribution Formula.
 - The exiting Member is entitled to books and library items that belong to its local collection and history as per adopted policies.
 - A review of the Cost Attribution Formula will be undertaken to determine if the current method (as outlined in Appendix A) is appropriate for the remaining Members.

5.6 The Network and Financial Obligations

At the conclusion of each financial year for the term of this Agreement and, regardless of whether the Members agree to extend its term or to enter a new agreement, Alpine must provide to each of the other Members:

- An Income Statement for the financial period (1 July – 30 June);
- A Balance Sheet for the financial period (as at 30 June);
- A readable copy of all audited records, in an appropriate format, associated with the operations of the Hub during the term of this Agreement; and
- A current asset valuation at year end (as at 30 June).

Each Member must:

- Make an annual contribution towards the cost of the services and maintenance of the Network, in accordance with the Annual Budget and the Cost Attribution Formula;
- Contribute to the share of the net assets or net liabilities as determined in the final Balance Sheet in accordance with the percentages specified in the Cost Attribution Formula;
- Remove materials apportioned to it under the Cost Attribution Formula at each Member's own cost;
- Surplus from previous financial year is credited towards the next year's invoice; and
- Shortfalls from one financial year is added to next year's invoice as per the Cost Attribution Formula.

5.7 Dispute Resolution

If there is a dispute or difference between the Members in relation to this Agreement, the parties undertake to use all reasonable endeavours to settle the dispute or difference by negotiation. If the parties cannot settle the dispute within 21 days, the matter must be determined as a dispute under the *Commercial Arbitration Act 2011* and the arbitrator's decision shall be final and binding on the parties. The costs of any arbitration shall be borne equally by Members involved in the arbitration.

5.8 Review of the Agreement

This Agreement must be reviewed annually by 30 June by the Library Management Group. The effectiveness, accuracy and relevance of Agreement will be reviewed as will the accuracy of specified services to ensure a true reflection of actual activities being undertaken. This Agreement may also be reviewed at any other time at the request of any current Member. Should this Agreement require amendment outside the scheduled review cycle, this review must be conducted through the Library Management Group.

Circumstances that can lead to a review include:

- A change in the level of service required;
- Changes that affect Alpine's ability to deliver the stated services; and
- Changes in the services required by two or more Members.

Reviews will cover:

- The scope of the services being delivered and their appropriateness;
- The appropriateness of frequency measures;
- The roles and responsibilities of both Alpine and the other Members; and
- The assessment of the delivery of services against the Key Performance Indicators as contained in the second column in Appendix C.

5.9 Variations to Agreement

- The unanimous agreement of the parties is required to any variations to this Agreement; or
- To any costs incurred as a result of a variation which will be apportioned based on the Cost Attribution Formula.
- Any such agreement must be in writing, executed by the parties.

6. Financial Information

6.1 Financial contributions

Financial contributions under the Agreement are determined based on:

- The Cost Attribution Formula outlined in Appendix A;
- The Annual Budget;
- Variances to budget, which will be shared among the Members based on the Cost Attribution Formula outlined in Appendix A; and
- Variances to budgeted expenditure, which will not exceed 10% unless agreed by the Library Management Group.

The Cost Attribution Formula is based on the population as per the most recent Australian Bureau of Statistics reports per Member Local Government Area. The Cost Attribution Formula is updated at the beginning of each 3-year formal agreement review.

Contributions will be made by Members in full, up front at the commencement of each financial year.

6.2 Financial principles of Agreement

The Principles on which this Agreement is based and will operate are:

- No surprises;
- Process improvement;
- Minimising costs to Members;
- Reporting quarterly;
- Recommendations to Members by the Library Management Group; and
- The Library Management Group reviewing the final operating result and making a recommendation to the Members on how a variance to budget will be treated.

6.3 Budget

Alpine will develop a Budget for the Hub operations annually, in line with the financial year ending 30 June. The Annual Budget will be drafted by March annually to be presented to and endorsed by the Library Management Group prior to being presented to the Member Councils for adoption.

6.4 Financial reports

Financial reports will be prepared quarterly as follows:

- YTD Income Statement v YTD Budget;
- YTD Balance Sheet;
- Forecast Income Statement v Forecast Budget;
- Valuation report
- Forecast Balance Sheet; and
- Within 3 weeks of quarter end.

6.5 Financial management

Alpine will:

- Administer and account to the Members in accordance with the method set out in the Annual Budget or per 6.3 and 6.4 of the Agreement;
- Provide to the Members annually in advance a tax invoice for the amount owing in accordance with the Annual Budget; and
- Ensure that all financial activity in relation to the operation of the Hub is audited and reported in accordance with its usual processes.

6.6 Third party providers

A number of third party vendors which provide services for the Network that are within the scope of this Agreement will be managed by Alpine on behalf of the Members. The services of all third party vendors will be procured in accordance with the *Local Government Act 1989*. Any breach of the Act is the responsibility of Alpine.

7. Insurance and Indemnity

7.1 Public Liability Insurance

The Members warrant that they are members of the MAV Insurance Scheme (the Scheme) and are bound by the rules of the Scheme. In the event that any of the Members cease to be members of the Scheme they will immediately, pursuant to Section 76A of the Local Government Act 1989, effect public liability insurance. Members agree that this public liability insurance will be for a minimum level of cover of \$20,000,000.

7.2 Work-Cover

Hub employees are employed by Alpine and are covered under Alpine's WorkCover policy of insurance. Should an employee be injured, any WorkCover costs (e.g. insurance excess, top up salary and backfill) will be shared among the Members based on the Cost Attribution Formula.

7.3 Indemnity

Each Member (**the Indemnifying Member**) agrees to indemnify each other Member and keep indemnified the other Members, their servants and agents, and each of them against any and all liability and all actions, suits, proceedings, damages, claims, costs and expenses connected with any breach of this Agreement by the Indemnifying Member or related to any wilful or neglect conducted on the part of the Indemnifying Member. The indemnifying Member's liability to indemnify the other Members shall be reduced proportionally to the extent that any act or omission of the other Members contributed to the loss or liability.

8. Service Delivery

Services must be delivered in accordance with this Agreement as outlined in Appendix C.

Any services not listed under the Agreed Services in Appendix C are beyond this Agreement. If the Network requires additional services, then these services will be negotiated and agreed upon individually.

Alpine will not be held responsible or legally liable for any unplanned delay or interruption in service caused by third party providers such as SirsiDynix, website hosts, book suppliers, book processing, carriers, newsagents supplying newspapers and/or carriers. Any planned outages will be advised to those within the network who will be affected and progress with resolution will be advised in a timely fashion. Alpine will operate in a way which minimises interruption and work with third party suppliers to ensure continual supply where possible.

8.1 Service Delivery Principles

- Alpine will ensure that all service delivery outputs in relation to this Agreement are delivered in a timely, accurate and consistent manner.
- All outputs will be delivered in accordance with the specified service levels as outlined in this Agreement and Appendices.
- Members will deliver accurate and timely inputs to enable Alpine to deliver the services in the most effective manner possible.
- Members will raise any issues in relation to provision of information or services so that these can be addressed promptly.
- Services will be delivered from the Hub located at the Myrtleford library.
- Concerns relating to the delivery of the services within this Agreement should be raised initially with the Library Management Group.
- The quality of services delivered under this Agreement will be monitored by Members through the Library Management Group.
- Any deficiencies identified between the Agreed Services and those delivered will be addressed immediately. Feedback on the services received will be monitored in the following ways:
 - Discussions between the day-to-day contacts;
 - Escalation discussions;
 - Library Management Group meetings; and
 - Advice and suggestions from Client staff members.

If identified issues cannot be resolved within the specified timeframe, dispute resolution will commence in accordance with Section 5.7.

8.2 Collection management

The Hub will provide the following collection management services:

- Report on progress against the Collection Management Policy and stated collection management principles;
- Maintenance and application of the Network collection and related policies;
- Strategic procurement of shelf-ready collection resources;
- Maintenance of the Network online catalogue;
- Movement of library materials both within the region and through the Libraries Victoria Consortium; and
- Provision of Library Management System management reports.

8.3 Member responsibilities

The responsibilities of each Member and branch includes:

- Managing and supporting their own office applications to support its library service, such as public access, staff email and staff network access;
- Ensuring its library staff are appropriately trained in the use of the Library Management System;
- Ensuring Application Security in line with the Members standard operating procedures;
- Logging all fault calls, help requests and queries for the Library Management System to the help desk system;
- Providing resources as requested to assist in user testing, projects and other activities related to the Library services;
- Providing input into the preparation of the quarterly reports for the Library Management Group;
- Adhering to the adopted Network policies and procedures;
- Engaging with the Network in active planning for growth and the future direction; and
- Providing localised training for new employees.

8.4 Alpine Responsibilities

Alpine will:

- Manage and maintain the hardware and software to operate the Library Management System for the Hub;
- Manage and maintain the hardware and software to operate the Network website, which at the commencement of this Agreement was www.hclc.vic.gov.au;
- Assist in the planning for capacity, growth and aligning service delivery with Member needs;
- Preparation of quarterly reports for the Library Management Group;
- Develop and align procurement policy and procedures in consultation with Members.
- Adhere to the Network's policies and procedures as they relate to Hub operations;
- Coordinate training for new applications, modules and databases;
- Provide the Members with at least two (2) normal working day's-notice of any scheduled downtime as per the agreed process;
- Manage third party suppliers as they relate to the Library Management System and the responsibilities of operation of the Hub;
- Provide Secretariat support for the Library Management Group;
- Develop and maintain library policies specific to library services but not specific to each Member;

8.5 Collection databases

The Hub will manage the online databases provided to the Network. The online databases will be reviewed annually to ensure they remain relevant and are being used by the Members.

8.6 Operational management

The Hub will seek productivity and service improvements wherever possible.

Procurement and Contract Management Skills will be developed in all staff involved with these functions.

Procurement Policy and procedures will be maintained in alignment with best practise and where possible incorporate Members Council policy.

An annual supplier review will ensure best value and continual service improvement.

The Hub will maintain engagement with Local Government Victoria to seek support, guidance and resources, primarily in relation to shared procurement.

The Hub will actively engage agency arrangements and/or State Purchase Contracts and Whole of Victorian Government Contracts

THIS AGREEMENT was made

on.....2020

SIGNED for and on behalf of **ALPINE**)
SHIRE COUNCIL by as delegate, in)
the presence of:)

.....
Signature of Witness

.....
Name of Witness

SIGNED for and on behalf of **BENALLA**)
RURAL CITY COUNCIL by as delegate, in)
the presence of:)

.....
Signature of Witness

.....
Name of Witness

SIGNED for and on behalf of **MANSFIELD**)
SHIRE COUNCIL by as delegate, in)
the presence of:)

.....
Signature of Witness

.....
Name of Witness

SIGNED for and on behalf of **WANGARATTA**)
RURAL CITY COUNCIL by as delegate, in)
the presence of:)

.....
Signature of Witness

.....
Name of Witness

Appendix A – Cost Attribution Formula

The membership of each Member is based on a Cost Attribution Formula. That formula is determined by the population of each Member as stated by the Australian Bureau of Statistics. At the commencement of this Agreement the Member cost attribution was outlined as follows:

Council	Population *	% Network membership
Alpine	12,730	20%
Benalla	14,024	22%
Mansfield	8,979	14%
Wangaratta	29,087	45%
	64,820	100%

* ABS population statistics 2018

Appendix B – Branch Contact Details

Council	Branch
Alpine Shire Council	<p>Bright Library 14 Ireland St, Bright VIC 3741 brightlibrary1@alpineshire.vic.gov.au Phone: 03 5755 1540 Fax: 03 5755 1540</p>
Alpine Shire Council	<p>Mount Beauty Library 61 Lakeside Avenue, Mt Beauty VIC 3699 mtblibrary@alpineshire.vic.gov.au Phone: 03 5754 4305</p>
Alpine Shire Council	<p>Myrtleford Library Cnr Standish St & O'Donnell Ave, Myrtleford VIC 3737 myrtlibrary@alpineshire.vic.gov.au Phone: 03 5751 1591</p>
Benalla Rural City Council	<p>Sir Edward 'Weary' Dunlop Learning Centre (Benalla Library) 2 Fawckner Drive, Benalla VIC 3672 email: library@benalla.vic.gov.au Phone: 03 5762 2069</p>
Mansfield Shire Council	<p>Mansfield Library 2 Collopy Street, Mansfield VIC 3722 library@mansfield.vic.gov.au Phone: 03 5775 8621</p>
Wangaratta Rural City Council	<p>Wangaratta Library 21 Docker Street, Wangaratta VIC 3677 email: library@wangaratta.vic.gov.au Phone: 03 5721 2366</p>

Appendix C – Agreed Services Provided by the Hub

Below is a detailed listing of the services provided by the Hub and how the services will be measured.

Agreed Services	Performance indicator
Development and management of Budget.	Draft budget produced by February LMG meeting. Final budget adopted in April LMG meeting.
Reporting on financial performance.	Reporting quarterly to Library Management Group within 4 weeks of end of quarter end.
Management, raising and payment of all Network invoices	Raising and payment of all Network invoices in accordance with terms.
Maintenance and application of the Network's Collection Management Policy and other related policies.	Policies reviewed and endorsed annually as a standing agenda item at the LMG.
Procurement and administration of collection resources.	Following receipt of items at the Hub, new library materials will be catalogued and available on shelves no later than: <ul style="list-style-type: none"> • One week for periodicals. • One week for items requested by patrons or purchased to fill reservations • Eight weeks for all other items
Shelf-ready processing of donated items not funded from Hub collection resources budget: <ul style="list-style-type: none"> • Processing of donations equalling up to a limit of 2% of total number of new items allocated in the previous year. All donations are only accepted in accordance with the Collection policies and to maintain a high level of quality of the overall collection.	<ul style="list-style-type: none"> • 100% of donations processed within 12 weeks of receipt and report generated for any exceptions to this.
Maintenance of the Network online catalogue.	Items entered within four weeks of receipt.

Movement of library materials both within the region and through the Libraries Victoria consortium	Ready for despatch from Hub within 24 hours of arrival Supply of inter-library loans is dependent on availability from the library of origin
Support of Library Management System	LMS procedural guides provided to Members. LMS hardware and software managed and maintained in accordance with Alpine Shire Council and system operational requirements on an annual and ongoing basis. Licences are maintained in support of LMS operations on an annual basis by Alpine Shire Council. Hub will advise of pending upgrades to be implemented by each member.
Quarterly reporting to meet Local Government Performance Reporting Framework (LGPRF) requirements of loans.	Hub Coordinator will prepare all management reports.
Website updates and site support and maintenance	Material is current and sites functional
Participate in the strategic planning for the Network. Managing the preparation of quarterly reports for the Library Management Group.	Hub Coordinator will participate in the strategic planning for the Network.
Support for Library Management Group	Meetings held quarterly, outcomes recorded and provided to Members.
Gather relevant industry information and distribute to LMG and library coordinators.	Library Management Group is kept informed on important industry news and events.
Provision of databases	Report on usage of databases
Review of electronic databases to be completed on an annual basis.	Recommendation provided on each database.
Provision of training in online databases as required.	Delivery as required
Local Government Planning and Reporting Regulations	Report quarterly and at end of financial year within 3 weeks of quarter-end.
ASC to maintain Hub IT infrastructure and provide network support to hub.	Effective service of network

Annual supplier performance reports and recommendations presented to LMG in April meeting.	Commercially advantageous supplier agreements and service improvements
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