

OUTSOURCING THE PUBLIC LIBRARY:
A CRITICAL DISCOURSE ANALYSIS

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ABSTRACT

While the majority of public libraries operate under a traditional model – they are publicly funded entities, locally controlled, and managed and employed by public employees, some municipalities have taken a different approach where public library service is contracted out to a private company. Part of the discourse informing this phenomenon is located within the contracting documents which form a chain of ideas from RFP to proposal to contract. While the RFPs, proposals, and contracts represent the largest part of the data, additional information was pulled from letters to the editor of local newspapers and notes from city council meetings.

There are three main players in the contracting process, the local government, the contractor, and the community. This study explores the documents of the contracting process using Norman Fairclough's (1993) critical discourse analysis in order to understand what voices are privileged in the discourse surrounding the outsourcing of public library management and what definitions of the library exist within this phenomenon.

The findings indicate that (1) the contractor has an enormous amount of power in defining the library for a particular community; (2) the RFPs are normative; (3) much of the contract management criteria are decided by the contractor after the contract is already in place.

Chapter 1

Introduction

The public library has, since the early twentieth century, been a public service – provided by local tax monies and staffed by public employees. Similar to public schools, public libraries are locally controlled entities usually governed by the local city or county government. Descriptions and definitions for the institutions are shaped somewhat by each library's local community, but discourse on libraries has usually tended towards that of the American Library Association (ALA), its subunit the Public Library Association, as well as various state level library organizations.

In the last eleven years, 65 branch and central libraries, a total of 14 library systems, have experienced a change in their management structure (Paige, 2008). Instead of the local municipality directly managing the library some municipalities have decided to contract out the management and staffing of their public libraries to a private contractor. When this occurs, the director and staff of the libraries are no longer public employees, but are instead employees of the contractor. In some communities this change in management goes unnoticed, in other communities there is public outcry at the possible change in management. Compounding concerns the community may have about outsourcing is the fact that there is only one company currently providing public library management contracting in the United States.

To provide a perspective on the trend of outsourcing as it relates to the overall view of public libraries in the United States there are 14 library systems currently under contracted management; there are 9,198 public libraries (single service outlets and

systems with branches)¹ (Chute & Kroe, 2007). While outsourced public libraries represent a small percentage, .007%, of the overall number of public libraries, these contracted libraries are part of a much larger trend of public service outsourcing that is indicative of the neo-liberal ideology that is permeating public service and government in general.

Milton Friedman and the Chicago School of Economics coined the term “neoliberal” to describe the new approach to service, a revitalization of laissez-faire capitalism (Jurik, 2004 p. 3). Neoliberal ideology revolves around the ideas of limiting of social safety networks, the supremacy of the market, and an opposition to state intervention (Duménil & Lévy, 2005; Giroux, 2008; Rose, 1989). State intervention is deemed bureaucratic, slow, and inefficient while reliance on the market and private interests is assumed to be the best path for governance (Duménil & Lévy, 2005; Giroux, 2008; Harvey, 2005). Harvey (2005) argues that the goals of neoliberalism are the “corporatization, commodification, and privatization of hitherto public assets” (p.160).

One acting component of neo-liberal theory as it relates to public policy is the New Public Management (NPM) approach to governing where the market and competition are key (Lane, 1999). In the NPM theory of government, traditional government structures are said to be deficient because there is no incentive for public sector workers to perform at a higher level of efficiency. Additionally, there is a perception that the public sector is too large and that some government functions should be abdicated to the private sector or left to the capriciousness of the marketplace (Moe, 1987). According to NPM, the solution to perceived governmental inefficiencies is managing some government services more like private businesses and outsourcing or

¹ As of fiscal year 2005

privatizing other services where there is a market. “It is as if contracting in NPM has become more important than the traditional tools of government when coordinating the public sector” (Lane, 1999, p. 180).

NPM has elements of rational choice theory that affect both the citizens of the community and the municipality that decides to outsource services. In this approach to public service provision, citizens are no longer citizens, but are consumers picking and choosing and paying for those services they deem necessary for themselves. The municipality that chooses to contract out services knows exactly what it wants from a contractor and is able to articulate that idea. With rational choice theory in play there is no room for the possibility that the citizens or the representatives of the municipality do not know exactly what their options are and what they want. Not knowing is not an option; knowing is a necessary assumption with rational choice theory.

Contracting for services is a key focus for NPM. NPM has led to the increasing use of capitalist terminology in the public sector where *citizens* are now *customers* and service focus leans more towards efficiency and less on effectiveness. NPM has become a “normative model, one signaling a profound shift in how we think about the role of public administrators” (Denhardt & Denhardt, 2007, pg. 13).

Public libraries seem to have been below the radar of the new ideology of government service until recently. Outsourcing is not new in public libraries; it has long been a part of library service provision. Cataloging was one of the first areas of the library to be outsourced as many libraries lack the staff and facilities to catalogue all of their acquisitions. Much original cataloging was outsourced to the Library of Congress in the early twentieth century. More recently some parts of collection development have

been outsourced through the use of approval plans where a vendor chooses titles for a library based on the library's collecting profile (Johnson, 2004). While the outsourcing of cataloging and collection development functions are nothing new, the outsourcing explored here is new and is carried out on a much grander scale. Instead of the library staff overseeing a contract for a specific area of library service, the municipality contracts out the library.

Outsourcing on the scale of the entire public library did not occur until the mid-90s. In 1997, Riverside County, California, faced with large budget cuts, contracted with a private firm to manage all of its library operations (Seitz, 1998). In the case of Riverside County, the management contract meant current library staff had the opportunity to transfer to other Riverside City departments or re-apply for their jobs and become employees of the private company. All staff including the library director, branch managers, as well as full and part-time staff were now employees of the private company and not public employees. In a move that does not seem to have been repeated in future library contracts, Riverside County employs one library professional, the county librarian, to oversee the contract (Martin, 2000).

While there was much interest and criticism from the library community at the time, some authors wrote the situation off as a unique solution to a unique problem. Eleven years later, there are 14 municipalities in California, Texas, Kansas, Tennessee, and Oregon that have contracted out their public libraries to a private company. Four municipalities in California, New Jersey, and North Dakota have contracted with the company to provide management services (the position of library director) to their libraries with the staff remaining publicly employed. Nine other communities in

California, Massachusetts, New Jersey, Texas, Washington, and even the State of Florida have explored outsourcing the possibility of outsourcing their libraries. See Appendix B for a list of communities.

There is a fear that outsourcing will lead to poor library service and the consolidation of services to only the most convenient library users and a more capitalistic outlook on library service provision (Buschman, 2004; Condon, 2005; Olson, 2003; Schallan, 2007; Stipek, 2007). Underserved populations that are more difficult to reach may be excluded in the outsourced library as the contractor focuses on those benchmarks easiest to achieve with a narrower, convenient to access population. This fear is not only being voiced by library staff in the library literature and on library listservs, but also appears in the letters to the editor and statements made at city council meetings of communities where outsourced library management is being considered.

As the outsourcing process sometimes begins and proceeds above the level of the library, one must determine what definitions and descriptions of the library are being used. NPM requires that there be competition in a market. There needs to be a seller who promotes his product in the best possible light and there needs to be at least one buyer who is willing to buy that product if it is deemed appealing. A municipality that has decided to explore outsourcing the public library's management has a stake in making the library seem attractive to a contractor.

As will be shown, there is little research into the phenomenon of the outsourcing of public library management. While outsourcing in general is nothing new in public libraries, it is argued here that the outsourcing of the library's management represents a fundamental change for public libraries. Instead of a library deciding to outsource a

particular function, this phenomenon represents the governing body of a library deciding that the staff and management of the public library be outsourced. In such a situation, the management and staff become employees of a private company. Such a large change in the provision of public library service needs further examination in order to understand what this change may mean to the libraries and communities directly involved and to future library service.

Research Goals

The purpose of this study is to examine the discourse surrounding the contracting process when a public library's management and staff are outsourced. What are the power relationships in this discourse between the community members, the local government, and the contractor? Whose voice has power in the contracting process to shape the definition of the library? Whose version of the public library exists in outsourcing documentation?

Significance of the Study

There are currently 65 branch and central public libraries under contract with a private vendor (Paige, 2008). The phenomenon itself is not large at this time, but there is a potential for this mode of management to become a larger part of public libraries. If NPM strategies of governing become more widespread, the focus on outsourcing public services will continue. Additionally, more municipalities may seek out private library management as a potential solution to budgetary issues. While public librarians and the ALA spend a fair amount of time understanding and defining what the public library is, the contracting process may be creating definitions outside, and possibly contrary to, this discourse.

A better understanding of the outsourcing phenomenon will benefit many different, yet interacting, groups. The results of this research will inform those involved in a situation where private management of the public library is being considered. Library boards and systems considering implementing such a change in provision of service, local governmental stakeholders, and the communities involved will find relevant information that will assist in their understanding. All of these groups have an interest in the privatization decision (Brooks, 2004).

When local governments become interested in the idea of outsourcing their public libraries they will be interested in examining other communities where outsourcing has already taken place. As municipalities will likely explore this phenomenon through the documentation already in existence about libraries that are already under private contract, it is imperative to understand and publicize the phenomenon. Given the fiscal realities of many communities, there may well be more municipalities that explore this option in the future.

Delimitation of the problem

The focus of this study is the description of outsourcing as a larger phenomenon rather than a detailed look at one particular library. The broad nature of this scope does not allow the deep exploration of the situation as experienced by any particular community, library, or local government. While the focus is on the overall outsourcing of library management, it needs to be restated that there is only one company that currently provides public library management services.

There are, in fact, three companies total that provide some type of library management, but the other two currently focus on contracts for managing special libraries

including government libraries. Currently only one is currently managing public libraries in the United States. See Appendix A for information on these three companies. As such, the analysis will have to be based on the one company currently providing this type of service specifically to public libraries. I argue that while there is only one company providing this service now, if it is seen as a profitable enterprise there will soon be other companies created or expanding to take advantage of a mostly untapped market. When creating a new business or adding to already existing services it is normally considered cost efficient to look at previous efforts in order to build upon past efforts while reducing the learning curve of a new venture. Those possible future library entrepreneurs will undoubtedly look to the past and use the contracting process as it has existed to date as a template from which to build, so this analysis does have implications for other companies that may attempt to provide public library management services.

As mentioned above there are generally two types of public library outsourcing; one type in which the entire staff of the library are employees of the private vendor and another type in which only the director or senior manager is an employee of the private vendor while the rest of the staff remain public employees. The focus of this research is the first type and not the second. The first type of contract is the one that has been growing for the last twelve years. The second type is focused on short term arrangements and the contracts with four municipalities that had such arrangements all expired more than four years ago.

Lastly, this research focuses on the public library management contracting that has occurred in the United States and does not examine what is happening in other

countries. Other nations that have explored the idea of outsourcing the public libraries include the UK and New Zealand (Harrington, 2003; Simpson, 2000).

Research assumptions

My assumption on beginning this research is that there are issues of power and dominance present in the process of the outsourcing of the public library. What initially interested me to the topic of privately managed public libraries were a couple of news stories describing a library outsourcing contract in Tennessee. There seemed to be significant public disapproval, and one lawsuit about the matter, at the idea of outsourcing the public library, yet the library board decided to outsource anyway. It seemed that there could be some significant trust issues between the governing board of the library and the public, with the public feeling like the board was not responsive to the public's concerns.

Local governments have an incentive to showcase both their communities and their libraries in the best light possible. At the same time, the focus of a private company is the bottom line. In the encounters between the two it seems that the community might get lost. In addition to a hazy focus on the community, I think the library may be redefined in this process by commodified, capitalist rhetoric that changes the relationship with the community by positioning the library as a business.

Definition of terms

Neoliberalism – Neoliberalism is an ideology that posits that the capitalist market is the most efficient means for public service delivery. Encompassing more than the focus of on public service taken here, Neoliberalism has a focus in multiple areas including the spread of capitalist ideology and globalization through the tenets of capitalism. State

intervention is deemed bureaucratic, slow, and inefficient while reliance on the market and private interests is assumed to be the best path for governance (Duménil & Lévy, 2005; Harvey, 2005). With its roots in the late 1970s and early 1980s, Neoliberalism can be characterized as

A new discipline of labour and management to the benefit of lenders and shareholders ; the diminished intervention of the state concerning development and welfare; the dramatic growth of financial institutions; the implementation of new relationships between the financial and non-financial sectors, to the benefit of the former.

(Duménil & Lévy, 2005, p. 10)

New Public Management (NPM) – NPM is one component of neoliberal ideology that focuses specifically on public governance. At its center, NPM embodies the idea that the public sector should adopt the strategies and approaches of business and the private sector and that government should only engage in activities that cannot be privatized or contracted (Denhardt & Denhardt, 2007). NPM is linked to rational choice theory which is based on the idea that people are rational actors, consumers and customers, making decisions based on rational desires, needs, consequences, etc. Rational Choice theory does not allow for the actors to not know all of the facts surrounding a decision nor does it allow irrationality or the idea that people may not know what they want. Not knowing is not an option.

Public library - Public libraries are publicly funded entities usually relying on either a piece of the local municipal budget or funded through property taxes. While the local municipality has responsibility for the public library, management and fiscal accountability are assigned to a lay board of trustees. The board, in turn, entrusts the day-to-day operation of the library to the library director and staff.

Outsourcing - Outsourcing occurs when the authority in charge of a government service contracts the provision of that service, in whole or in part, to a third-party entity (Brooks, 2004; Harrington, 2003; Jurik, 2004; Martin, 2000). The responsibility of service provision can be contracted to either non-profit or for-profit groups, but the focus for this project is contracting with a for-profit company. While the governing entity still retains overall responsibility for the service, the contractor has the responsibility for day-to-day operations and decisions.

An outsourced public library - An outsourced library is still funded within the structure of the local civic government and is still overseen by a lay board. What differs in this case is the staffing of the library. Library staff in an outsourced library are no longer public employees, but are employees of the private contracting organization. The private company contracts with the libraries' governing bodies – usually the local city or county government, but sometimes the library board of trustees – to provide library services for a defined period of time for a specific amount. A contract administrator oversees the contract and has the responsibility to monitor the contractor's performance. The definition of an outsourced library used here is based on the unit of study of focus for this research project and is not the only type of outsourcing arrangement that can exist between a local government and a contractor. In some communities the library

management personnel are contract employees, while the staff remains public, civic employees – this type of arrangement is not in the purview of this project. The situations where this has occurred are usually temporary consulting contracts that end within a specified time. See Appendix B for a breakdown of the types of library management outsourcing arrangements that have been made and the communities that have selected that particular type of contract.

Chapter 2

Literature Review

Introduction

Outsourcing is not new to public libraries and has in fact been used by different libraries and library systems since at least 1901 when the Library of Congress started selling catalog cards. What is new, and is in fact the topic of this research project, is outsourcing practiced on a much greater scale – that of the entire management and staffing of the public library. Instead of the librarians at a particular library deciding to outsource a task by ordering shelf-ready materials or having standing orders in place for materials that are known to be needed, the form of outsourcing under investigation here takes place above the level of the library. In most cases, the municipality instigates the outsourcing of the public library but in a few cases the library's board of trustees has initiated the change in management. While this trend of outsourcing the entire service is newer to libraries, the phenomenon has a much longer history in other public services (Martin, 2004).

With the increasing influence of neoliberal ideology permeating governmental strategies of service provision, public libraries are only one of many public services that have been outsourced. Education, security, waste disposal, fire protection, transit service, and school bus operations are just a few of the services that have been contracted out to the private sector (Bislev, 2004; Brooks, 2004; Jossart-Marcelli, 2005; Minow, 2002; Teal, 1989; Woods, 2005). Since public libraries are a part or piece of this larger shift towards outsourcing public services, an overview of the broader privatization literature is appropriate. The literature review that follows consists of four sections. The first section

describes the different privatization options available to a municipality or other government entity interested in shifting responsibility for a public service to some other party – be they public or private interests. The second area of focus is on the outsourcing of public services in general. As the outsourcing of public libraries is a rather new phenomenon, there has been much more said and researched about the outsourcing of other public services which will inform on the situation that is happening in libraries. The third point of examination is outsourcing as it is practiced in public libraries. Public libraries that are publicly managed are often active in some aspects of outsourcing and this third section will provide a brief overview of the more controversial situations and foci for outsourcing. Lastly, the focus will shift to the outsourcing of library management.

Varieties of privatization

As government agencies at all levels have looked at reducing expenditures or providing alternate service delivery of government services, a number of approaches have been used. There is a certain amount of ambiguity surrounding what is meant by the word *privatization* and *outsourcing*. Some writers use *privatization* strictly to refer to the process where a government entity completely abdicates its responsibility for a particular service to the private sector market (Jenson & Stonecash, 2005). Generally the term *privatization* is used to mean when, “private sector firms assume responsibility for services and organizations formerly administered by the government” (Jurik, 2004, p. 2). This very general definition is ambiguous in trying to distinguish privatization from outsourcing. Often one or the other term is used depending on which side of the debate a person is on, with *privatization* being favored by those who are against the shifting of government services to the private sector while those who favor the concept use

outsourcing. In some cases the terms *privatization* and *outsourcing* are used interchangeably. While these terms are sometimes used synonymously, a number of writers differentiate the terms and place them in a hierarchical relationship using *privatization* as an umbrella concept that encompasses a number of strategies by governmental agencies to change service provision. Here, *privatization* is used with this last definition, that of an umbrella term that actually includes a variety of approaches. There are multiple paths available to a municipality that wants to relinquish a certain task or responsibility. The umbrella of privatization incorporates such things as

- Service shedding – where a government entity completely opts out of service delivery
- Asset sales – where extra equipment and other items are sold
- Franchising – like cable television where the government allows certain entities access to citizens
- Vouchers – grants and subsidies are used so the public can circumvent some publicly provided services in favor of private provision – like schooling
- Public-private partnerships – occur when the government works in collaboration with a non-governmental entity (usually nonprofit) to provide a service
- Volunteer activity – the cheapest option where volunteers provide a service that was once provided by a government agency
- Contracting in – occurs when an individual or group is brought into the agency for a job, usually on a temporary basis

- Managed competition/competitive contracting – creates an artificial market for services
- Contracting out – the focus for this research, is where service responsibility is transferred to a non-governmental entity under supervision (Blöndal, 2005; Brooks, 2004; GAO, 1997; Finley, 1989; Hatry, 1983; Seidenstat, 1999)

Outsourcing of public services

The following provides an overview of the outsourcing of public services. My intent is not to focus on whether the concept in practice is a success or failure, as that question has not been definitively answered and the conclusions of various studies depend on the criteria chosen for examination – economically, sociologically, etc. Instead, the purpose here is to examine the types of research that have been carried out as well as to detail the perspectives of those who promote outsourcing and those who criticize it in order to describe outsourcing of public services conceptually before focusing in on library services.

Research investigating the outsourcing or privatization of public services generally falls under two broad categories, studies that utilize “the tools of economics to investigate the determinants of privatization decisions” and studies that “compare the cost of private sector service delivery to the cost of public sector service delivery” (Brooks, 2004 p. 472). The first avenue investigates what initially led to privatization being seen as the solution. The second explores whether privatization saves any money over the service remaining publicly provided.

There are numerous determinants for privatizing government services that stem generally from the push to do increasingly more with decreasing funds (Denhardt & Denhardt, 2007; Smith, 1997). Services have been privatized through any of the avenues described above because of financial difficulties and, efforts at cost control, as a means to obtain access to experts, and because of political and ideological motivations, unionization of public employees, and tax increases. (Bénaud & Sever, 1998; Brooks, 2004; Doherty, 1989; Davis, 1999; Manchester, 1989; Smith, 1997). The success of cost savings is a mixed bag with outsourcing (Jossart-Marcelli & Musso, 2005). In Ward's (2007) study of outsourced public libraries (which will be further detailed below) he found that only two of the seven library systems he examined had saved any money through outsourcing. Amsberry (2006) found that while monetary costs were higher with outsourcing, the time saved by not having the staff perform the outsourced duty was worth the extra cost.

Proponents of privatization promote the idea that privatization has a long history in the United States, that privatization is a “world wide phenomenon that transcends politics and ideology” and that the “privatization of human services helps to promote civil society and generate social capital” (Martin, 2004, p. 177). The advantages of privatization touted by Bailey (1987) include that it “puts personnel practices outside the civil service system and public-employee collective bargaining....[provides] greater flexibility in personnel assignments,” and the private manager is motivated to greater efficiency in order to see more profit (Bailey, 1987, p. 146). Researchers have cited other benefits of privatization such as the ability to “improve quality, reduce costs, address underserved populations, and experiment with differing service mechanisms” (Martin,

2004, p. 181). In short justification for privatization includes the ideas that the private sector can provide the same service but at an improved quality, at a lower cost, with better timeliness, increased accountability, and transparency, and can better address underserved populations (Doherty, 1989; Goodman & Loveman, 2000; Harrington, 2003; Martin, 2004). At the same time, the public sector is portrayed as an unwieldy bureaucracy where little change can happen and little incentive exists to perform to a higher standard.

Alternatively, those critical of privatization point to the historical basis for public service which was at least partly in answer to the cronyism and poor service of private provision of services in the 19th century (Darr, 1991, p. 62). Public provision came into favor as it was seen to provide a higher level of control and accountability than possible with private provision. Public services are generally market failures as there is either not a market to provide such a service and little incentive to develop one or the focus on effective provision of service is seen as more important than efficiency. Public services must be effective, but are often not efficient; private business, because of inherent motivations of capital tends to focus more on efficiency than effectiveness (Zifcak, 2001). As Usherwood and Linley (2000) note, “it is the need to ensure equity or fairness in the distribution of services that distinguishes public sector organizations from those in the commercial world” (p. 72).

Not every opinion is polarized in the debate over privatization. Some authors prefer to take a wait and see approach (Nelson, 1999, p. 13). Problems can exist with either form of management. The potential for waste and abuse possible in government service is not solved by privatization. In fact, privatization can sometimes open the door

to the corruption of public services (Goodman & Loveman, 1991, p. 28). Goodman and Loveman go on to argue that the type of leadership is irrelevant and that managerial accountability is the real issue. In reality, there has always been flux between what is in private versus governmental control. The either/or debate about privatization “is false to the history of government and industry relations, which are best seen as a continuing process of satisficing and dissatisficing” (Rose, 1989). *Satisfice* is a combination of the words *satisfy* and *suffice* created by economist Herbert Simon (Giacoma, 1989). The term indicates that a decision meets some but not all objectives and is a less than ideal compromise between competing values. “The result will be adequate without being ideal” (Giacoma, 1989 p. 91).

Other researchers note that outcomes from outsourcing are mixed depending on what service has been outsourced, what type of privatization took place (private sector contracting, non-profit service, inter-governmental contracting, etc), institutional and political factors, and how that service is examined (Jossart-Marcelli & Musso, 2005). While there is much research examining the outsourcing of public services, the majority of the focus is on determining why it happened and if outsourcing was a good idea or not based on such criteria as accountability, efficiency, and citizens’ use of the service. Success or failure based on the three criteria above varies widely throughout the literature.

A key question for local governments considering alternative approaches is how well such approaches have worked in past trials. Unfortunately, little systematic, objective evaluation of most of these alternatives is

available. Most available information is descriptive, anecdotal, and advocacy or public-relations oriented. (Hatry, 1983, p. 9)

As there are no set standards for measurement, different researchers may utilize different variables to represent accountability, efficiency, and citizens' use of service and come to different conclusions. One additional caveat that particularly pertains to this research project is the caution that needs to be maintained in order for a municipality to protect itself in a contracting situation.

Where there is little competition in the private sector prior to privatization, a viable bidding process may not take place such that savings anticipated or the quality improvement desired may not take place; private monopoly may simply replace public monopoly. (Seidenstat, 1999, p.17)

General outsourcing in libraries

When Martin (2000) and his team of researchers looked at the background literature of outsourcing in libraries for their study, they found a total of two empirical research studies published in the 1990s that examined outsourcing in public libraries. In the ensuing years more research has been done looking at the phenomenon, mainly focusing on outsourcing in cataloging and collection development. Even though more research has been done on outsourcing in libraries, most of what is written on the topic are editorial or feature article-style critiques or praises that rarely actually examine the phenomenon.

The outsourcing of cataloging is one of the most researched forms of outsourcing where the focus is sometimes public libraries more often academic libraries. Libraries may lack sufficient staff to catalog all of the materials that need to be added to the collection, there may not be sufficient on-site facilities or knowledgeable staff for in-house operations or staff need assistance with foreign language collections (Carr, 1998; El-Sherbini, 2002; Sweetland, 2001; Turner, 2000). Additional reasons may stem from reduced paraprofessional staff or experiments with workflows (Williams & Barrone, 2000). Libby and Caudle (1997) collected data on academic libraries to see which currently used some outsourcing in cataloging and which might be considering the possibility and found (in 1997) that 33 of the 117 libraries surveyed had utilized outsourcing and 16 other were considering the idea.

Wilson (1995), Lam (2007), and Walker and Kulczak (2007) examined error rates in outsourced copy cataloging. Wilson (1995) found a very low error rate in outsourced records. Lam (2007) examined outsourced copy cataloging done at the University of Saskatchewan Library and found that error rates and quality were acceptably close to the same rates as when the task had been performed in-house. Walker and Kulczak (2007) examined the copy cataloging records that came with 298 shelf-ready acquisitions. While they found that “27.05% of records exhibited errors affecting catalog access, and records for 38.59% of titles needed modification” (Walker & Kulczak, 2007, p. 61), they concluded that the time spent examining and correcting the outsourced records was much less than would be the time needed to copy catalog their own works.

Collection development outsourcing generally centers on events such as preparing an opening day collection and use of approval plans and blanket orders (Sweetland,

2001). These three uses of outsourcing have been generally accepted by the library community, are widely used throughout the profession, and are standard inclusions in library science textbooks on collection development (see Evans & Saponaro, 2005 and Johnson, 2004). Amsberry (2006) investigated the outsourcing of finding and acquiring out-of-print texts for a library and concluded that while initial outsourcing costs were more expensive than in-house acquisition, the time saved from the locating of texts outweighed the extra costs.

While outsourcing some responsibilities for collection development is widespread in public libraries, some have gone much further in passing responsibility for collection development to contractors by assigning all collection development responsibilities to a contractor. The Hawaii Public Library system, under the direction of the state librarian of Hawaii, outsourced all of its acquisitions and cataloging to one vendor in 1995 with disastrous results. Some of the problems emanated from a poorly structured contract which did not allow library staff to return unwanted materials to the vendor – creating a six month purchasing lag during which no materials were added to the libraries – and a poorly conceived (for the libraries) pricing structure (Strickland, 1999). Other problems arose from the complete abdication of cataloging and processing to the vendor and the use of only one vendor that did not have access to everything wanted and needed by the system. Wanted and needed donations to the library could not be added to the collections because the libraries could not process the materials (Knuth & Bair-Mundy, 1998; Sweetland, 2001). The Hawaii Public Library systems' experience outsourcing the entirety of collection development and processing to a vendor scared off any other systems considering outsourcing until 2004, when the Phoenix Public Library decided to

hand all collection development responsibilities to its two main vendors (Hoffert, 2007). No research has been published about this situation.

The research described above shows the current focus of library outsourcing. The amount of research available on the topic since Martin's (2000) study has grown significantly. Exploring how and why libraries are using outsourcing and some of the results of that outsourcing is important for library stakeholders, but what is lacking is research dedicated to examining how libraries themselves are outsourced.

Outsourcing of library management

When the focus of interest is narrowed to the outsourcing of public library management, actual research dwindles even more; few studies actually examine the phenomenon (Martin, 2000; Ward, 2007). The discussion surrounding public library management outsourcing, similar to general outsourcing in libraries, consists generally of opinion pieces and feature articles focusing more on the opinion of the author than actual study of the issue. "The arguments for or against [privatization] often rest on personal philosophy rather than an examination of the actual attempts to outsource public management" (Ward, 2007, p. 629). Of the opinion-based pieces, the literature has many examples that criticize the outsourcing of library management and a small number of articles that approve of the practice. In examining the literature, a total of two research studies related to the privatization of library management were found. Of those, one is the study from Martin (2000) commissioned by the ALA and mentioned above. The second examines some of the proposed benefits of privatization and how they translated into the reality of those public libraries with outsourced management.

Martin (2000) and his fellow researchers investigated the first case of public library management outsourcing, the Riverside County Library system in California. Controversy surrounding the idea of a municipality outsourcing a complete library system propelled the ALA into commissioning a study to examine the library system, the community, and municipality. Three researchers spent three days interviewing county officials, library staff, and library users about their experience. The findings were mixed, containing both positive and negative results with an overall positive tone taken for the report.

Positive findings included a number of varied areas. The county was pleased with the performance of the private firm. The library system was able to increase funding for collections and extend hours. Community members were more pleased with service since library service had been contracted. Many of the negative findings related to staffing issues and concerns. Much of the staff who had been part of the library when it was publicly managed were retained by the contractor at the same rate of pay, but newer staff “generally appear to be paid less than staff who had been employees of the City of Riverside” (Martin, 2000, p. 48). Additionally, the contractor had been willing to “hire staff without qualifications to perform function [sic] that had previously been performed by professional librarians” (Martin, 2000, p. 48) and there seemed to be a significant amount of turnover for newer staff. The researchers also had some concerns with the staff’s dissatisfaction with their benefits. In the end, the ALA report found that there was “no evidence that outsourcing *per se* represents a threat to local governance” nor that outsourcing “*per se* has had a negative impact on library services and management” (Martin, 2000, p. 53).

The study by Martin (2000) provides an in-depth examination of library outsourcing as it existed in 2000 and the study, while well constructed, is showing its age. At the time of the study, while some found the prospect alarming, library management outsourcing was considered by some to be a unique solution to a unique problem that was not a great concern for the library world. Additionally, at the time of the study the Riverside County Public Library was the only system outsourced to a private contractor. At present there are fourteen systems under private contract and a number of communities that have considered the possibility (see Appendix B). In short, the situation has grown and changed over the last eight years and few are examining the phenomenon. As the phenomenon grows, additional research is even more crucial to understanding what is happening, how it is happening, and the process by which it occurs.

When Martin (2000), presented his findings to the ALA he stated the following, “The study is not the final word on outsourcing. It is, in fact, just the beginning. And our – one of our most important recommendations is [that] further research and study is needed” (as quoted in American Library Association, 1999, p. 5). While Martin sent out the call in 2000 for more research on the outsourcing of public library management, there has only been one other study examining the issue.

The only other researcher who has examined privately managed public libraries is Ward (2007), whose approach was to examine the phenomenon through the lens of the principal-agent perspective. Ward (2007) posits that proponents of privatization and NPM theory feel that government bureaucrats are more interested in maintaining their position of authority and professionalism and the status that entails at the expense of serving the public. In response to the proponents of NPM theories Ward decided to

examine public library management outsourcing based on what NPM proponents state are the benefits of outsourcing. Advocates of NPM assert that the inclusion of outsourcing leads to benefits in three categories that seem to be tacitly equated with effectiveness, “accountability, efficiency, and citizen use of public service” than when outsourcing is not used (Ward, 2007, p. 629) so Ward uses these three criteria as his base for assessment.

Ward (2007) examined seven privately managed public libraries and library systems to determine whether there was indeed increased accountability of management, efficiency in spending and outputs, and increased citizen use of public service. To examine accountability Ward (2007) looked at “previous ordinances that defined operations and administrative accountability” (p. 631) and the outsourcing contracts the libraries and library systems were operating under. To explore efficiency in spending and outputs as well as citizen use of library service, Ward used data from the Department of Education’s National Center for Educational Statistics (NCES) database.

Ward found that all but one system had increased accountability to their governing bodies after outsourcing. The other two questions had more negative results. Ward based economic efficiency off data obtained from the National Center for Educational Statistics. Somewhat simplified, Ward defined increased efficiency as increased service delivery (circulation statistics, reference counts, and library visits) with no increase in funding spent on staffing or increases in hours of operation.

Economic efficiency was found to have increased in only two of the libraries while it declined in the other five. Lastly, four of the seven libraries were shown to have increased citizen use but this benefit was reduced when other possible causes for the

increase are examined. Increased operational costs were more influential upon increased use than can be attributed to outsourcing. “In 6 of the 7 cases, we see either a decline in citizen use of the agency after the introduction of NPM theory or an increase in operational costs being the primary influence over citizen use gain” (Ward, 2007, p. 645). But Ward’s findings were confounded because the increased use of most of the libraries could be attributed to new branch construction and increased funding which was not directly related to the private management of the library. Funding for the new construction was approved and in the works before outsourcing was in the realm of possibilities and therefore perceived efficient use of library resources was at least partly attributable to the public system in place before outsourcing.

While these two studies do provide some insight into the phenomenon, there is much room for greater examination of the outsourcing of public library management. While the phenomenon represents a minority situation in the grand scheme of the public library, the phenomenon has grown in the last ten years and current economic perspectives combined with the increasing use of NPM as a governance strategy leads to the belief that this strategy might spread. Currently, there are fourteen communities whose libraries are managed by a private firm. In those fourteen communities there are approximately sixty libraries. There are at least five systems that were once under contract with the private firm for management contracting, but not the entirety of staff, but are no longer and at least six more communities have investigated the possibility of outsourcing their libraries. If the tenets of NPM are increasingly held by local governments then outsourcing may increasingly be seen as an appropriate tool for the provision of local services, including public libraries.

Conclusion

As more communities contemplate this idea it is imperative to understand what the implications are for the future of the public library. Further research into the outsourcing of public library management will be beneficial to the field of librarianship and to the local communities that may contemplate this decision.

Chapter 3

Methodology

Introduction

The contracting process is a discursive event that defines the public library in a certain way and elaborates on the relationships between the municipality, the community, and the contractor. There is a dialog between those three groups during the contracting process that is significant in determining the future of the local public library as well as the power relationships between the three groups as shown when they interact. What is under investigation is the power relationship between these three groups in their efforts, or lack of efforts, to define the library. I propose that the contracting process may show a power struggle between the municipality and the contractor where the community potentially loses. Examining the ideas and views put forward in the contracting process will determine how the contracting process may be defining the public library and who is controlling that discourse.

When a community decides to explore outsourcing the management of its public library, a number of documents are created by the library's governing body as well as by others involved in the contracting process. In exploring the issue of outsourcing, the library's parent organization usually creates a request for proposals (RFP). The RFP is essentially a description of the library, a detailing of services deemed essential to library service provision, and expectations the municipality has for potential contractors. Proposals are submitted in response to the RFP, describing how the contractor could provide service based on the criteria laid out in the RFP. The proposals are responses in that they take the information in the RFP and restructure it in the language of services the

contractor provides. If the municipality decides to outsource library services to a contractor, the final piece of the discourse is the contract, which describes the services the contractor will provide to the municipality as well as information on how the contract will be assessed.

The RFPs, the proposals, and any resulting contract are a form of communication, the beginnings of a discourse, in which outside entities distinguish what they believe are the most salient characteristics of the library including services, staff, building(s), materials etc.: what makes a library a library. These documents are where these groups declare what they believe the library is or should be. Each participant in the process has its own set of motivations, desires, and needs. The language used may reflect the competing interests involved in the process. The library's parent has a vested interest in ensuring that its definition or idea of the library is put in place by the organization contracted to manage the library. The contractor also has an interest in ensuring the municipality's definitions and descriptions of library service are adhered to but from a different perspective, making a profit from managing library services. The questions here are related to how the contracting process affects or may affect the perception of the library, as particular definitions and criteria set down in the contracting process control the discourse related to provision of library services. The RFPs and the proposals submitted in answer to them will likely help shape future discourse about those libraries, discourse about future libraries that may be outsourced, and possibly discourse about public libraries in municipalities not involved in outsourcing.

These documents are unique in that they show what the library's parent and the contracting organization believe are the most important parts of the library; what is

important to maintain even with the change in management. For the library, the outsourcing process – the definitions created pertaining to services, staff, buildings, purpose – can conceivably control future discussion of the library. Even if a community decides to give control back to civil service, the definitions created in the contracting process might still hold. The ideas created and documented in that process have the power to shape future thought about the organization. If focused on the community and its needs from its library, the definitions and expectations as laid out in the outsourcing documentation could be a positive thing; a benefit to the future of library service. If the definitions are poor, vague, or focused on a particular outcome – a contract – at the expense of an accurate portrayal of the library, then future service may suffer from a hasty agreement. The RFP and the proposals submitted in response to it are not neutral documents; they are persuasive. The discourse involved in the process of outsourcing public library management is a rhetoric engaged in defining what the library is, who the library is for, and what the library does, among many other things. The problem now is that it is unknown how the library is being presented in an outsourcing situation.

Critical Discourse Analysis

While discourse analysis has been proposed by a few authors as an appropriate research method for examining Library and Information Science, few in LIS have explored this method (Budd, 2006; Budd & Raber, 1996; Frohmann, 1994). There are two general branches of discourse analysis, the formalist linguistic branch and the culturally and socially based branch (Budd, 2006). Some researchers have combined the two separate foci for discourse analysis to produce a more holistic view of discourse through Critical Discourse Analysis (CDA). CDA is used to understand the power and

relationships inherent in discourse and has been used to analyze news media, advertisements, and of special interest here, government policy documents (Stevenson, 2001; Leitch & Davenport, 2005; Fairclough, 1993; Wodak, 2001). While news media and advertisements are often forward with their persuasive purpose, the contracting process is more subtle. The process is presented as a straightforward factual event when in reality the documents are persuasive in that they present a certain viewpoint as fact when it is possible that the viewpoint is ideologically contested.

CDA is interdisciplinary and is not a single approach. Different CDA researchers utilize different theoretical approaches ranging from microsociological perspectives, theories of social cognition and grammar, and the approach taken here, theories on society and power as proposed by Michel Foucault (Wodak, 2001). Norman Fairclough is the leading CDA researcher looking at theories on society and power and it is his approach to CDA that is used here. As envisioned by Norman Fairclough, CDA is a tool for investigating both the form and the function of a discourse and is an appropriate tool for examining and understanding the public library as it exists within the contracting situation. CDA “may be defined as fundamentally concerned with analyzing opaque as well as transparent structural relationships of dominance, discrimination, power and control as manifested in language” (Wodak, 2001, 2). Texts are one of the main foci for CDA as “texts can have causal effects upon, and contribute to changes in people (beliefs, attitudes, etc.), actions, social relations, and the material world” (Fairclough, 2003, pg. 8).

On the one hand, processes of text production and interpretation are shaped by (and help shape) the nature of social practice, and on the other

hand the production process shapes (and leaves ‘traces’ in) the text, and the interpretive process operates upon the ‘cues’ in the text.

(Fairclough, 1995, p. 133)

CDA is a three-dimensional framework that examines text, discourse practice, and social practice (Fairclough, 1995; Leitch & Davenport, 2005). Fairclough believes that an examination of a complex social event necessitates looking at all three dimensions.

Examining text involves analyzing both form and meaning of a work. Discourse practice consists of understanding how participants produce and interpret texts – “attention to processes of text production, distribution and consumption” (Fairclough, 1995, p.9).

Looking at the broader view of not just the text, but how the text is created and consumed provides insight into how texts are perceived, understood, and used. Social practice looks at the context of the situation, the institutional context, and the wider social context. The text analysis provides a view of the ‘nuts and bolts’ of the discourse and examines contested words, and how metaphor, transitivity, and modality are used in the text.

Using CDA provides perspective in two directions: an understanding of the relationship between the participants in the discourse (the municipality and the contractor) and also an understanding of the participants’ descriptions and identities of the subject of the contract (the public library) and the people the public library serves. A critical discourse analysis of the contracting documents will provide insight into the library outsourcing process. Analysis of the texts of outsourcing – the RFPs written by the local governments interested in outsourcing their library service, the proposals submitted in response to those RFPs, and any resulting contracts – serve as a discourse

that documents perceptions of the library as an institution: what the library is and whom it is for.

Data collection

In order to obtain the contracting documents from the various communities that have or have contemplated outsourcing their public libraries, it was necessary to determine which communities had in fact contemplated or made that decision. I used two resources to gather names of the needed municipalities. The outsourcing contractor's website and the library literature provided a list of communities that have publicly contemplated outsourcing their public libraries' management. The contractor's website listed most of the libraries it operates and the library literature was used as a confirming tool; making sure the company's website list was updated. The library literature proved a check for the contractor's website in this instance as libraries that go under private management contract tend to make the news. Additionally, while the contractor's website provided names of communities it currently serves, it does not provide names of communities that are no longer under contract nor municipalities that contemplated outsourcing but decided against it. From these two sources I created a list of municipalities that currently contract out their public library's management, the public libraries that were once under contract but are not any longer, and municipalities that have considered contracting out their libraries but have decided against it.

With the list of the libraries' governing bodies in these communities I contacted the municipalities to request copies of the documents related to the contracting process. I specifically asked for copies of the RFP (if one was created), the proposal(s) submitted in answer to the RFP, and any resulting contract. Documents pertaining to the outsourcing

of public library management are public records (theoretically) and accessible either online through the municipalities' websites or as paper documents that needed to be photocopied and mailed from the local records office.

Data for this project also consisted of other documents and texts. For some communities I was able to obtain copies of city council meeting notes where the topic of outsourcing library services was discussed. I also searched for information about the libraries' outsourcing from the various communities' newspapers where I found news stories and letters to the editor. These notes, news, and letters provide further information as to how the outsourcing decision was made and some perspective on the communities' position on the idea. The data were collected over the process of approximately six months from November of 2007 until April of 2008. The outsourcing documents vary in age from the oldest contracts written in 1997 to the newest contracting documents from 2007.

Data analysis

Fairclough's critical discourse analysis provided a three-dimensional framework for analysis – analysis of text, discourse practice, and social practice. After describing the overall description of data analysis performed while using CDA, each of the three pieces of the framework will be individually described. These three dimensions vary from the very narrow and specific point of the text, to the broader perspective of discourse practice, and then to the wider view of social practice. Normally, a discourse analysis is performed on only one instance of a discourse – equivalent to one instance of library management outsourcing. As will be shown further down, public library management outsourcing is a rather homogenous event for those libraries and communities that

experience it and a broader understanding of the contracting discourse is obtainable by looking at the phenomenon as one large discourse.

I began the data analysis by reading and rereading the contracting documents. The multiple readings allowed me to develop a greater understanding of the structure of the contracting discourse, specifically what parts of the discourse were mandatory in any contracting situation versus what was particular to a specific community. I examined the data in two different ways; exploring them as a discourse using Fairclough's three-dimensional framework and chronologically to see how previous discourse affected future discourse. First, each instance of contracting was followed through the progression of RFP to proposal to contract. Secondly, the number of contracting situations allowed comparisons of the various components with each other. The RFPs, proposals, and the contracts from different communities were compared as to their similarities and differences. This comparison on two levels allowed a greater understanding of the contracting discourse as it happens in a particular community and also a greater understanding of how each contracting instance is affected by previous efforts.

Analysis of texts.

Analysis of texts involved examining their form and meaning, including such things as vocabulary, grammar, cohesion, and text structure (Stevenson, 2001). There is no one way to perform a discourse analysis and there are a number of researchers who have their own perspective on how to operationalize such a project depending on their backgrounds and their research emphases (Wodak & Meyer, 2001). This particular analysis utilized Fairclough's three-dimensional framework as detailed in Fairclough (1992).

The textual piece of the discourse analysis was examined in a number of ways and focused on the following questions.

- What types of interactional control or turn taking rules are inherent?
- What entities are present in the text and how are they described?
- What kind of grammar – word meaning, metaphor, and wording – are chosen?
- Are there contested words used in the discourse?

Analysis of discourse practice.

Analysis of discourse practice involves looking at a broader view of the texts and how they are used. The discourse practice develops an understanding of how participants produce and interpret texts; “the process of text production, distribution and consumption or interpretation” (Leitch & Davenport, 2005). This second piece of the analysis has its own sets of questions to ask of the texts that cover the topics of interdiscursivity and intertextual chains.

- Interdiscursivity – what types of discourse are drawn upon? Does the sample have an overall character?
- Manifest intertextuality - What other texts are drawn upon in the constitution of the text being analyzed?
- Intertextual chains – Are there signs that the text producer anticipates more than one type of audience? Is the text produced (consumed) individually or collectively?

Analysis of social practice.

Social practice analysis entails understanding the context of the situation, the institutional context, and the wider social context (Fairclough, 1995). The successive progression of documents – RFP, proposal, and contract represent a social dialogue with a specific purpose. There is an ‘intertextual’ relationship between the documents as a representation of what library service is, should be, and for whom it should be (Fairclough, 1995; Stevenson, 2001). Unfortunately, social practice is ill-suited to the creation of a list of questions to ask the data and only “rough guidelines” (p. 237) are available (Fairclough, 1992). There are two aspects used here to examine the social practice of the discourse through the data and the overall event.

- Social matrix of the discourse – specifying the “social and hegemonic relations and structures which constitute the matrix of this particular instance of social and discursive practice” (Fairclough, 1992, p. 237).
- Orders of discourse –Particular settings or relationships call for different expected actions and behaviors on the part of participants. Examining the orders of discourse examines how relationships are structured within a given setting.
- Ideological and political effects of the discourse – examining the systems of knowledge and belief, the social relations, and social identities.

Reliability and Validity

While a critical discourse analysis provides greater understanding of the power relationships that exist within the library management contracting discourse, there is a certain amount of subjectivity in the approach chosen here. In a discourse analysis, one is looking at the structure and content of discourse which is then analyzed and interpreted.

In a critical study, there are additional layers of interpretation. Similar to discourse analysis, a critical analysis involves an investigation and interpretation of what is said; a critical study attempts to also examine what is not there and the power relations inherent to the participants or the subject of the discourse. In analyzing discourse there are many possible interpretations and foci for a researcher. “What one ‘sees’ in the text, what one regards as worth describing, and what one chooses to emphasize in a descriptions, are all dependent on how one interprets a text” (Fairclough, 1989, pg. 27).

While a qualitative method such as critical discourse analysis is not meant to be generalizable, to a certain extent these results are generalizable in that municipalities who explore the outsourcing of their public libraries in the future will use the discourse that already surrounds the process in both their initial decision making process to create an RFP and what details they include in their contracts.

Limitations

This study provides insight into the contractual process that occurs when a local government considers outsourcing its public library. While an analysis of these documents provides insight into the phenomenon, the contractual bargaining is only one part of the contracting process. While the documents speak to what terms, definitions, responsibilities, and effectiveness and efficiency measurements put in place, they cannot speak to the day-to-day reality of what is happening “on the ground.” Documents represent a frozen moment in time that will not completely encapsulate the experiences of the community, the local government, and the contractor. This research will explore the foci of the contracting process and how the municipalities intend to assess the success or failure of service provision by a contractor. This research explores the ideas of

assessment that are contractually obligated, but does not examine how the municipalities assess these contracts in reality; exactly who is in charge of the assessment, what their expertise is, and if the municipality strictly assesses the contracts.

Chapter 4

Textual Analysis

Introduction

The findings are presented as follows. This chapter provides an overview of the structure of the main documents involved in this discourse which will provide some understanding of their content, form, and purpose as well as provide an indication of to whom is being spoken as each document is produced. There is no predetermined sequence in utilizing Fairclough's (1992) three-part framework and it is used here to explore the discourse from the micro-level to the macro-level. The three levels begin with the textual component before moving to the discourse practice and ending with an examination of the social practice. After the introduction to the main elements involved in the discourse, this chapter will continue by exploring the contracting discourse through the textual analysis piece of the framework. Chapters 5 and 6 explore the discourse using the other two pieces of the framework, discourse practice and social practice, respectively. Each piece provides insight into the next as the focus moves from the documents themselves and the words they use, to the discourse and perspectives of those who created the documents, and lastly to the wider social and institutional implications of the contracting discourse.

Overall Structure

The discourse of contracting is followed here through three main types of documents; the RFPs, the proposals, and the resulting contracts. These three documents are the main components of the contracting discourse and are a form of communication between the municipality and a contractor. While other information including news from

the local media and notes from civic meetings are used as well, these sources are used in a supportive measure to the contracting documents themselves.

Requests for proposals.

The RFPs created for library management services are composed of the same basic sections as RFPs for other services. There is a specific form for this type of document that includes a background of the community and service, the scope of the services, as well as sections describing specific contract provisions, the minimum required information for proposals submitted in response to the RFPs, and the proposal evaluation criteria. The RFPs vary greatly in length and detail. The shortest is 13 pages long and is the most detailed about what library services and features the city would like to see continued. The longest is 148 pages long and includes such things as description and floor plans for each branch, information on the integrated library system as well as job descriptions for all positions within the library and salary levels for the previous year. This huge variation in lengths of the RFPs is concerning because it points to the idea that the communities are in a sense flying blind when they create these documents. While there is a certain level of consistency about what is included in the various RFPs' scope of services, what other information should be included varies greatly between municipalities.

The initial background section provides insight into the community the contractor will be working in as well as some background on the service that the contractor will be contracted to operate. Specific to library management contracts there is information describing the citizens of the community, the overall community, and the library.

Despite RFPs' inclusion of information about the community, they do not generally include information on the tax structure in which the library exists. One RFP mentions that the library system's budget comes from the county's general and is supplemented by revenues generated by programs – including fines, fees, sales, grants, gifts, and donations – which contributes about half a million dollars each year (Jackson County, Oregon, 2007, pg. 5). Hints of budget cuts appear in another RFP, but this information still provides little insight into the tax base or the current fiscal reality in which the library is attempting to operate. One RFP mentions “funding uncertainties at the State and County” (City of Redding, 2006, pg. 2), but does not specify exactly what the funding structure for the libraries are nor what the previous budget for the library was.

The second main section of interest in the RFPs, the scope of services, details the responsibilities of the contractor who successfully bids for the service and is the list of criteria for the assessment of the contract. The scope of services includes such responsibilities as conducting library programs, processing materials in a timely manner, reshelving materials promptly, hiring qualified personnel, establishing short and long-term goals, and making sure the library qualifies for membership with the state library. The scope of services is the area of the RFP where the municipalities communicate what they believe are the most important features of the library; those features that make their libraries – libraries. The criteria chosen are those that will be used to assess the contractor's performance in the final contract.

The items and ideas included in the RFPs form the beginning of a dialog that is just as interesting for what is not included as what is included. Little to no information concerning either the tax base of the community or the fiscal realities of the

municipalities appears in the RFPs. Also missing is an identification of who will be assessing the contractor's performance. At most the RFPs note that a representative of the municipality will be assigned to oversee the contract.

Proposals.

Contract proposals consist of multiple sections. The introductory section is the main selling feature where the contractor describes its experience and expertise to the municipality. The contractor presents itself as an expert at providing the type of service that is described in the RFP. As noted above, there is only one company currently providing management contract services of American public libraries so any analysis of the proposals is an analysis of that particular contractor's approach. Having noted the current monopoly of the practice, however, it needs to be noted that any future companies that decide to enter into the business of public library management contracting will undoubtedly word proposals similarly to the current contractor for two reasons. First, any company interested in establishing itself in this new market will find a way to promote itself as very experienced in some way to appeal to the municipality. Second, as will be shown further below, future discourse on public library management contracting will most likely be shaped by current discourse. As the three main aspects of the contracting discourse – the RFPs, proposals, and the contracts – are public documents, they are the accessible foundation on which future discourse will be shaped.

Following the proposal's introduction is a description of the contract services where the contractor details how it can accomplish the services and responsibilities listed by the municipality in the scope of services. Additional sections usually include some sort of transition plan, a cost proposal, as well as other miscellaneous required

information. The focus here is on the introduction and the description of the contract services. The cost proposals and the miscellaneous sections are too particular of each individual community to be used here for analysis.

Contracts.

A scope of services, contract costs and terms, and miscellaneous other provisions are the main pieces of the contract. The contract is the culmination of the discourse and relates the final terms of agreement between the contractor and the municipality. The scope of services relates the main part of the agreement between the municipality and the contractor, describing the particular services for which the contractor will be assessed. The contract costs and terms describe the overall costs for the contract, a fee that usually incorporates a cost of living adjustment over the term of the contract, and a section describing how long the contract will be in effect and what termination clauses exist. The scope of services and some of the miscellaneous contract provisions are a focus of analysis for this document.

Textual Analysis

Textual analysis here focuses on three areas; interactional control, contested words, and the shaping of the entities involved in the discourse. The interactional control explores the turn-taking that exists within the discourse and the power structures that lie within that structure. Contested words focus on the specific words chosen to name the citizens of the community – both those who use and do not use the library. The shaping of entities involved in the discourse involves exploring how the key groups affected by the discourse are described, either directly or indirectly, and also the impressions gathered about the authors of the text through their choice of focus. Language is “socially

shaped, but it is also socially shaping, or constitutive” (Fairclough, 1995, pg. 131) and the focus here is on how the three entities, the residents of the community, the municipality, and the library, are portrayed in the contracting discourse.

Interactional control.

Interactional control involves the different players in a discourse and how they ‘take turns’ in the progression of the discourse. In examining the interactional control of the contracting process there is predetermined pattern. In the case of a municipality contracting for a service, turn taking is a fixed sequence. The discourse is initiated by the local government in its creation of the RFP. With this initial document the government is declaring that contracting is a viable option and possible preference in place of municipal provision for future provision of library service, defining the library and its services, and opening the discourse to participants that can compete at the level of contract negotiation. In reply to the RFP prospective parties submit proposals reiterating the service provisions of the RFP and how they propose to provide service within that structure. Any resulting contract and its addendums are the final (in textual form) key to the discourse.

While this would seem to put the local governments in a powerful position in the negotiations, the opposite is truer in some cases. Some of the municipalities that have contracted out their public libraries have had no experience running a public library before; public library service may be new to the community and in other cases the public library had previously been managed by another governmental agency, for example a city library that was managed by the county. Some other municipalities have previous history providing public library service, but created RFPs without the input of the library director or staff, those who have the most intimate knowledge of what the library is and is doing,

and thus may ask for a less diverse set of services than was already provided. In the previously detailed situations, descriptions of optimal library services were created without input from those who know it best. This lack of library management experience or the seeming reluctance to include current library staff in the contracting discourse represents a lack of genuine dialogue in some of the municipalities.

In one community the proposal to operate the library submitted by the contractor was never publicly debated (Smith, 2006, September 12). In this same municipality, the current library director and staff were not aware of the RFP until it was released to the public (Gorman, 2006, July). In the municipalities that had not previously managed public library operations, it remains unclear what resources the municipalities called upon as resources in creating their RFPs.

The contractor, however, may have a much better perspective on not only the current possibilities for a local library operation, but also future developments as well. As was stated in Chapter One there is only one company currently contracting with municipalities to manage public libraries and it has been doing so for the last eleven years. Because of the history of public library outsourcing, the contractor is in a place of power within the contracting process on two different levels. The contractor's experience creating proposals and contracts with municipalities over the last eleven years means it knows how to write a successful proposal that will appeal to local governments and it knows how to negotiate a contract for library services; they know what works. The experience of the contractor is most readily visible in the proposals. The proposals submitted to different communities are remarkably similar and in a number of places – identical.

Additionally, contracting for library management services is a main focus for the contractor. The municipality, on the other hand, may be successful with contracts in general but does not have such a limited focus where in-depth knowledge could be acquired. Lastly, the contractor has power in the interactional process of the contracting discourse because the municipalities will look at the documentation created by other municipalities that have already contracted out their public libraries. Reinventing the wheel would be an expensive endeavor. Municipalities will examine the contracts of other communities when deciding whether outsourcing is a feasible option and when drafting their own RFPs.

The interactional control is seemingly the opposite of what might be assumed upon a cursory examination of the discourse. Logic would have it that the instigator of the discourse and the entity with the money to support a contract would have more power, yet the reverse is true here. While the contractor has to wait until a municipality is open and interested in exploring outsourcing once that hurdle has been jumped the contractor has the power in the discourse due to its experience with contracting for public library services.

Contested words.

A name holds power in that it defines a thing and in that it can also provide clues as to the perspective of the thing on the one who names. What we name those who utilize the library is an ideologically contested area where the terminology of capitalism is insinuating itself into the discourse of libraries. Part of the NPM approach to public management is a shift from thinking of citizens as *citizens* or *clients* to thinking of citizens as *customers*. With the influx of neo-liberal policies and New Public

Management comes a focus on how *customer service* should be at the front of thinking in governmental provision strategies (Denhardt & Denhardt, 2007). While the *customer* versus *client/citizen* debate is currently in favor of *customer* in public administration, the library world is still in flux as to which term, *patron* or *customer*, is preferable (Auld, 2004; Buschman, 2003; Gupta & Jambhekar, 2002; Jackson, 2002; Raphael, 2004; Van Fleet & Wallace, 2002). A number of authors in the library literature have expressed concern over the use of the term *customer* to refer to those persons who utilize the library and its services as well as other commodification rhetoric that has slipped into the discourse of libraries (Auld, 2003; Blanke, 1996; Budd, 1997; Buschman, 2003; Buschman, 2004; Harris, 1992; Schuman, 1988; Van Fleet & Wallace, 2002; White, 1992). One impetus for my study was the idea that the hegemony of the market may be controlling the library outsourcing discourse to the detriment of the community. To explore the terminology used to refer to the community the focus here is on direct mention of community members and those who use the library – focusing on the words used to name and describe them, but no mention of what will be done for them.

Direct mention of library users or potential library users in the RFPs is rare, but there are instances where they mention wanted services for children, teens, and other populations. Direct mention is made in a few places where the RFPs discuss the number of “registered patrons” (City of Bedford, 2007, pg. 5). The prevailing terminology used in the RFPs is *patron*, with *citizen* and *customer* appearing far fewer times. The final contracts, like the RFPs, are unanimous in their use of the term *patron* to describe users of the library.

The proposals have a more interesting mix of library user and potential library user identification. The proposals are more specific in mentioning specific communities to be a focus of service. In more than one proposal the contractor discusses how it will “reach out to underserved segments of the community, including the elderly, teens, home-schoolers, and the illiterate” (Library Systems and Services, 2006, pg. 1). A number of terms are used to name potential library users including the *public*, *customers*, *users*, *the community*, *patrons*, and *residents*. While some words like *community*, *the public*, and *residents* directly refer to any person who happens to live within the community, *customers*, *users*, and *patrons* more specifically identify those community members who utilize the library. Of these second three terms, the word customer is used much more often than any other. The references to customers were chosen based on their purpose to directly identify library users; phrases used to indicate a certain approach – like ‘customer service’ were not included.

In looking at the way the proposals are structured it seems that *customer* is actually the preferred term. In many instances when the term *patron* is used in the proposals, the proposal text is a copy of a part of the RFP and reflects the language used in the RFP. If the repeated sections of the RFP are removed from the proposals, the prominence of the term *customer* in the proposals increases significantly. At times there is little to no distinction between *customer* as used to address the users of the library and *customer* used to address the municipality. “LSSI is highly customer-focused and the attention to customer needs – including both the library users as well as the governing officials who plan and fund the service – is translated to every employee in the organization” (Library Systems & Services, LLC, 2006, pg. 4). It is unsurprising that the

proposals lean towards the use of the term *customer*. The contractor is a private company and private companies have a market where they hope to sell their services to their customers – the municipalities. But the contractor then also uses the term *customer* to refer to the community overall and the public library users. There is little to no distinction between the use of *customer* to refer to the governing body and the users of the library beyond the former being referred to with a capital C and the latter being spelled with a lower-case C.

Customer is a contested term because it remains unclear who the customer is when the discourse is centered on public service (Kellough, 1998; Kettl, 2002). Is the customer the municipality that provides the funds to run the service, the library board of trustees who are legally responsible for library service, tax-paying members of the geographic service area, all those who live within the service area, others who do not live within the service area but may use the library or some combination of the above? Each of these groups might count as the library's customer, but each also may have competing ideas of what adequate service is and have very different ideas about their expectations of service. Those who use, but do not pay into the tax base of a particular library have an interest in maintaining access to library materials. These non-taxpaying users could include the homeless, people backpacking across the United States, people who work in the library's community but live in a different community. The tax-paying members of the library's community have an interest in maximizing their own pleasure in utilizing the library's services and minimizing the utilization of those who are not part of the tax base that supports the library. The municipality also has an interest in the effectiveness of

services provided by the contractor but may well be more concerned that the contract is fulfilled efficiently than effectively – unless there is vocal protest by the public.

The shift to customer also shifts performance measures to the concept of customer service. Corporations and private businesses have very different ethos than a civil service or public organization. A shift in terminology can indicate a possible shift in ethos. Kettl (2002) defines five unresolved problems implicit in the customer service approach.

- Who is the customer? As related above, is the customer the one who utilizes the service, the one who might utilize the service in the future, the one who pays for the service, or perhaps some combination of the three?
- How should connections with customer service be designed? Customer service is rather straightforward in the private sector, but in the public sector transactions are often not market-based
- How can government avoid hypersensitivity to customers' wishes? Hypersensitivity to customers can create what I call squeaky-wheel policies where the most vocal users' needs are met, while non-vocal users needs are left untended
- How can government balance top-down and bottom-up pressure? A government agency held accountable from above (by the rest of government) and from below (by the citizens who utilize the service) can be squeezed as it tries to accommodate in both directions
- How should government balance responsiveness through customer service with other governance objectives? Maximizing responsiveness through

customer service may conflict with government's other responsibilities like efficiency

Customer service is problematic in a public service situation because the public can be satisfied or at least placated and still not be receiving effective service (Fountain, 2005). Budd (1997) has noted that the adoption of the rhetoric of commodification, in the form of using the word *customer* to refer to library patrons, subtly works to alter the perceptions of and the purpose of the library.

In an examination of consumerist language, Budd (1997) found gleanings of rational choice theory, in that users of this rhetoric assume that patrons have choices and that they are aware that they have choices. Rational choice theory relies on knowledgeable consumers making logical choices, completely disregarding the problem that people often behave irrationally, and for something like public service they may have little idea what constitutes good service. Customer also implies the existence of market choices, but public services are not markets – there is no choice. The problem that members of the public may ‘not know’ what they want is removed from the realm of possibilities with rational choice theory. Referring to library patrons as *customers* carries an assumption that they are fully aware of what good public library service is and should be when this may not in fact be the case. When exploring how customer service fits into the idea of public service the ““sellers” have no choice of what to sell and the “buyers” frequently have no alternative place for buying” (Kettl, 2002, pg. 73). A person who is dissatisfied with library service can either use her local library or not; there is no other library for her to patronize – there is no market. That same person, had she always used a

library with limited services and facilities, may be completely satisfied with library service because she is not cognizant of any other way that library service is possible. These limitations create a poorly informed individual.

Names are powerful things and while it seems clear that the contractor prefers the term *customer*, it is uncertain at this point if or in what ways this commodified ideology might show itself in the library itself. At this time, there are not a large number of libraries that are under contract and even fewer that have been under contract for more than ten years. What is certain here is that there is definitely a preference in terminology for the contractor which does not appear in the documentation produced by the municipality. Only time will be able to show what, if any, kind of affect this may have on the libraries in question for the long term. *Customer* is not the only contested word of particular focus in the LIS literature, but this term is particularly significant within the public service field.

Shaping the citizens, municipality, and the library.

Beyond the actual naming of a thing lies the description of it. Description is created through the characteristics chosen to represent a thing and can reflect more on the perceptions of the entity describing the thing than it reflects on the thing itself; essentially what the describer thinks about a thing will be apparent by how the describer chooses to describe the thing. Descriptions of a thing can vary depending on speaker, context, and audience. The focus here is on how three entities affected by the discourse, the residents of the community, the community – specifically the geographic area as well as governance – and the library are constructed in the discourse and what those descriptions reveal about those involved in creating the discourse.

The focus here is centered on the RFPs as these are the only documents where a description of these three groups is provided. In general, the discourse is situated within a business-oriented, contractual discourse where basic form and structure are prescribed. There is little room for overly flamboyant descriptions and persuasive rhetoric as may be found in advertising or public policy documents. There is, however, a subtle representation of the citizens of the community, the library, and the community itself.

The RFP is a persuasive document that attempts to make a service seem attractive enough to contractors that they will bid on service. There is a vested interest on the part of the municipality to present itself in the most positive manner possible. The focus of the RFP and how much space is allotted each description within the document indicates the relative importance of each category. The municipality uses the details it feels necessary to appeal to a contractor that will take over provision of a service.

citizens.

The residents of the community are most often described in terms of census data. The main statistical information included is the total number of residents in the serving area and the number of residents with library cards. One RFP mentioned the percentage of residents with a college degree, but as the term “college degree” is not defined there is no way to tell if this means those with at least bachelor’s degree or also those with associate’s degrees. Most interesting is why this educational content was added at all. It is possible that this statistic is included to in some way indicate potential use or perhaps kinds of uses, but this seems unlikely in that no other specific subgroup of the community is mentioned. None of the RFPs mention the number of homeschooled or school-age children, senior citizens or teens within the community. It is possible that this statistic

was just “thrown in” in an attempt to briefly describe the community, but the implication is that a large percentage of college graduates – actually about average for the county – in the community would appeal to a contractor providing library service.

Along with college degrees the percentage of residents who live in houses is another class characteristic mentioned. The same RFP that mentioned college graduates also included statistics on the percentage of “residents [who] are homeowners or reside in single-family dwellings” (City of Bedford, 2007, 5). This statistic is puzzling in that the implied assumption is that owner-occupied housing would be attractive to a contractor and that a strangely convoluted statistic was used to imply a large percentage of owner-occupied housing. There is no way to tell from the statistic presented how many people are homeowners versus tenants in rental homes nor why this statistic is important. It is possible that this piece of information is meant to convey some insight into the local tax base of the community, but the RFP does not elaborate on the point anywhere else.

There are few indications in any of the RFPs about how the community currently uses the library, what services they expect or might want. One RFP lists the programs that were put into place by the library. There is little room in the RFPs used to directly describe the citizens of the community. At most, half a paragraph is used to describe the community members to potential contractors and of that half paragraph there only broad census statistics used to describe them. It would seem a public service such as the library, which is for and used by the community, would be described in more detail to a potential contractor. The description of the community members is supplied mainly through the inclusion of easy to access census statistics that do little to actually describe the community members.

Municipality.

While so little information is provided that adequately describes the citizens of the community, the situation is much different when looking at the city or county as a whole. When government entities produce information about themselves and their actions “they select a style of writing (or indeed televising) partly on the basis of the image they thereby construct for themselves” (Fairclough, 1995, p.75). When looking at the authors of these documents and how they present themselves, the focus is more on characteristics of the overall community – the city or county – rather than the characteristics of the citizens who live there. The municipality is much clearer and much more involved in constructing an image that they perceive would be appealing to a business they are trying to persuade to relocate to the community.

Much of the focus for the community description is at the level of the city or county. A particular focus in the background section of the RFPs, after the description of the library, is a focus on the businesses that exist within the community and events that occur in the community. Specifically, the focus seems to be on showing the community as a vibrant, growing community. In order to showcase the community, the description often revolves around the presence of industries located within the service area. Some RFPs mention particular companies within their area while one refers to the community as a “regional shopping and medical services hub” (City of Redding, 2006, p.1). One county associates prominent businesses or activities with each of the cities in its service area commenting on one city’s famous Shakespeare Festival, another city’s National Historic Registry status, and another’s home to “one of the world’s largest shippers of fruit, food gifts, and roses” (Jackson County, 2007, Oregon, pg. 2).

There is no clear connection between the local businesses and the local public library and possibly there is no real connection. There is no mention that these particular businesses are in any way supportive of the public library. The purpose of describing local businesses within the community is unclear unless it is to sell the community and show that it is not dying out. Naming and describing large corporations as well as high profile events places the community in a prosperous light, though it is often a lack of prosperity that leads many communities to consider outsourcing the management of their libraries. Large companies in the area provide de facto growth, success, and a general feeling of wealth in the community. Framing the community as being represented by these well-known companies removes the focus from fiscal problems the municipality might be having.

The idea that the budget for library services may have been drastically reduced is also offset by how the budgetary problems are framed. In one case “funding uncertainties at the state and county led to a reduction in open hours” (City of Redding, 2006, p.2). Another RFP admits the libraries were closed due to a “loss of critical federal funds” but one page later states that the “economic base in Jackson County is varied and growing” (Jackson County, Oregon, 2007, pp.2-3)

While there is no blatant disregard for the citizens of the community, it seems the focus is on making the overall community look good at the expense of describing the citizens who might actually use the library. The language of the RFPs is focused on selling – on selling the vitality of the communities to a contractor much as would be done to attract a traditional business to relocate to their communities. While in essence the

municipality actually is trying to attract a private business to the community, the outcome will be much different if successful.

When a business relocates to a community, it may bring jobs through the construction of a new building for the business to reside in or it may take over a previously vacant building thus reducing the number of vacant storefronts. Either way the company brings the rent needed to lease a building or the mortgage needed to own a property, as well as the revenue the municipality accrues from the property taxes for that business. A new business also usually brings a number of benefits including jobs, new tax revenues, and sometimes a certain amount of prestige to a community.

Even in municipalities where large tax breaks are provided to businesses to relocate, the justification for those tax breaks is intended benefit for the municipality. That intended benefit may be in the form of the beginning of a revitalization of a previously neglected part of town (particularly the revitalization of city centers), the creation of local jobs or the prestige with claiming to be the home of X-company. Of course, whether these outcomes actually come to fruition is another study altogether, but there are intended community benefits for providing those tax breaks.

The situation is different when a contractor assumes control of a municipal service. Buildings are usually already existent and occupied by the public providers of that service. The number of jobs will probably remain comparable to the publicly run service, but most likely the number of jobs would decrease through cost saving efforts. Instead of more money circulating within the community, money is moving out of the community and back to the community where the company's headquarters are located. There are enormous outcome differences in attracting a company that will bring

a new service or business to a community and attracting a company that will assume control of a municipal service, yet the approach used seems to be the same.

The focus on the selling of the community and the lack of detail describing those who do or would use the service makes the residents of the community seem more of an afterthought in the process rather than a focus. The lack of focus on the service aspect of a public service, especially a lack of focus on those who utilize the service shows the municipality may be more interested in saving a potential dollar by attracting a contractor than it is in making sure they are providing a good service or complete ignorance of the work that goes on in the library or the recognition of public service as involving more than smiling and being pleasant.

Library.

Similar to the way the community is presented as was described above, the library is marketed in a way to appeal to a potential contractor. Many of the libraries are introduced with some background history of the library and library service in the community. The main descriptive elements focus on statistical information describing the libraries such as square feet of building space, number of libraries in the community, number of registered borrowers, and volumes of materials. Looking beyond the numbers, the library is presented as a popular, updated service that is supported by the community. One library is described as a “popular and successful city service” that is “centrally located” (City of Bedford, 2007, pg. 5). Another municipality presents its libraries as new and remodeled. The focus is on newer facilities for some of the system libraries and older facilities were not just remodeled, they were “extensively renovated” (Jackson County,

Oregon, 2007, pg. 3). All the libraries are said to have community support in the form of volunteers, friends groups, and some have library foundations.

While the descriptions of the libraries presented in the RFPs are by no means negative, they are lacking in detail. A physical description of facilities and collections are needed pieces of information, but other, just as important information is missing.

Numbers and physical descriptions provide some ideas about the libraries, but provide little substantial insight into neither how they are currently used by their communities nor how the community would like to use the library; what features or services they would like to see implemented. There is no information about what types of services are currently a focus for library service. One municipality does provide some hints as to its library's current focus when it listed the types of programming that the library provided. The programs included adult education programming, daycare outreach, organized tutoring, story times aimed at multiple age groups, movie programs, and author events. This RFP is the only one that provides clues as to what the library is doing. The proposal states that the contractor will conduct an average of 40 special education events per month and lists the current programs run by the library. From the list of programs, a reader can discern that while the library is focused on developing young readers and helping children succeed in school, it is also has a number of programs geared towards adults. There is no implicit connection between the types of programs the contractor should provide and the library programs currently provided. The RFP states that the contractor will conduct a certain number of programs per month and the library currently provides these types of programs, but there is no statement that the contractor should provide these types of programs or build on what is currently provided.

It is unclear whether the resulting lack of detail in the RFPs is a result of a focus on the statistics of the library as the best way to attract a contractor, whether the language that might be used to describe the library is stifled by the seeming necessity to force the description of the library to fit into the standard type of legal language used in RFPs, or whether no one thought that a more developed understanding of the library was something important to convey. While representatives of the municipality and community will be a part of defining the library after a contract is in place, the contractor still has a large amount of power to control this process. The contractor is not only running the library, but it is also presented (through its own discourse and through the stamp of approval placed upon it by the municipality) as the authority on public libraries. The contractor promotes itself as “the premier company providing outsourced library management services to cities and counties in the United States” (Library Systems & Services, LLC., 2007a, pg. 5). The company is in fact the only contractor currently providing management of public libraries in the United States. Additional authority comes from the municipality that brings the contractor to the community as a solution to perceived problems. Implicit in that authority is that the contractor is the specialist or expert who has been deemed to have special knowledge to do what is best for the library. The legitimization of the contractor as an expert places it in a powerful role in defining what library service is and should be. In designating the expert, any who try to challenge the decisions of the expert are at a disadvantage because they lack the prestige and the authority to do so.

Overall, the descriptions of the citizens, community, and library show traces of instrumental reason. Instrumental reason, as articulated by Charles Taylor (2008),

denotes the “kind of rationality we draw on when we calculate the most economical application of means to a given end” (pg. 5). The citizens, communities, and libraries are tools in order to enticement the contractor. The RFP places the three entities as means to an end instead of as ends in themselves. The citizens, community, and, library are treated as instruments for the project of outsourcing the library. To elaborate, the focus of the RFP is more on appealing to a contractor so that the municipality will save money, than it is with providing a clear understanding of effective library services.

In looking at the overall textual analysis it becomes clear that there is as much to be learned from what is not present in the documents as what is actually in them. A cursory view of the interactional control would seem to put the municipality in a powerful position in the contracting process, but the reverse is actually true. The examination of multiple proposals and contracts across various communities shows that the contractor is well-versed in the process of library contracting by its experience contracting with a number of communities in the past as well as its specialization in providing library management services. While the power of the contractor is not readily apparent when examining one instance of outsourcing, a broader look at the process as it has occurred in multiple communities brings the contractor’s power to light. Additional power comes from the designation of the contractor as an expert or authority figure on libraries. This designation is created during the contracting process with the municipality and is solidified once a contract is in place. Implicit in the contract is the idea that the contractor is the expert and as a result the contractor has great power to define and shape the library.

The naming of the citizens of the community with a special focus on those who use the library provides insight into the use of contested terminology in libraries. While other government services have, through a shift to the neo-liberal NPM ideology, embraced capitalist terminology by calling those who use their services *customers* rather than *citizens* or *clients*, the library world still sees contention over the terminology. This contention bleeds through to the municipalities where the prevailing term used in the RFPs and contracts is *patron*. The conflict over the terminology of either *patron* or *customer* points to a belief by many in the library community and a few in public affairs that government service is too complex to be reduced to the simplicity of a business transaction (Adcroft & Willis, 2005; Auld, 2003; Blanke, 1996; Budd, 1997; Buschman, 2003; Buschman, 2004; Fountain, 2001; Harris, 1992; Schuman, 1988; Van Fleet & Wallace, 2002; White, 1992). While *patron* is the term used in both the RFPs and the final contracts, it is the entity that uses the term *customer* that is now running the library. It is too soon to tell what kind of, if any, shift may happen in library service, but the implication is that there may be changes.

In looking at the descriptions of the citizens of the community, the overall community, and the library it seems clear the focus is not on the library or the users or potential users of the library. While all three are identified, the brief descriptions and lack of detail in identifying the citizens and the library point to their seeming unimportance in the process when the reverse should be true when the focus is on a public service. The main focus on the businesses, events, and shopping attractions in the area show the municipality is more interested in selling itself than in showcasing the needs and wants of the community for their libraries nor the libraries' foci for providing services to their

community. The selling of the community and library in the RFPs are explored further below.

Chapter 5

Discourse Practice

Introduction

Discourse practice focuses on the production, distribution, and consumption of texts. Interdiscursivity examines text production by exploring the styles of discourse that are present in the text. Manifest intertextuality is another tool for exploring the production of a discourse and involves examining what texts influence the texts that are an official part of the discourse. The production of texts is examined through intertextual chains, which involves looking at the transformations of the text through the discourse, in this case changes in the text from RFP, to proposal, to contract, and looking whether the producer of the text anticipates more than one type of audience (Fairclough, 1992).

Interdiscursivity

Interdiscursivity involves examining what types of genres are present in the discourse. Genres “are important in sustaining the institutional structure of contemporary society – structural relations between (local) government, business, universities, the media, etc.” (Fairclough, 2003, pg 32). Genres present themselves both textually and visually throughout discourse. Textually, genres appear in the wording used to describe an entity as well as the focus of the discourse. Visually, genres can appear through the layout of a text. A genre is “a relatively stable set of conventions that is associated with, and partly enacts, a socially ratified type of activity.....A genre implies not only a particular text type, but also particular processes of producing, distributing and consuming texts” (Fairclough, 1995, pg. 126). In examining a set of texts, more than one genre may be present – a phenomenon Fairclough (2003) calls “genre mixing” (34).

Because of the mostly predetermined structure of the contracting documents, visual clues are not present and reliance instead is placed on textual clues. When government entities produce information about themselves and their actions “they select a style of writing (or indeed televising) partly on the basis of the image they thereby construct for themselves” (Fairclough, 1995, p.75). Part of this image is based on the influence of various genres present in the discourse.

Of the three main sections of discourse, all exhibit multiple genres. All three are part of a contract genre which consists of a certain codified form and procedure. There are protocols involved in creating something that is part of the contracting process; a certain phrasing involving specific legal terminology and similar subsections for the documents to count as part of contracting discourse. The contracts do not lend themselves to much of a broad analysis of genres as they are legally codified to appear in a certain form describing things in a particular way. The main focus for this part of the analysis is on the RFPs, but it should be noted that the proposals submitted by contractors are a mix of contract genre and promotional genre. The promotional genre, explored more below, is part of presenting itself in a certain way in hopes to appeal to a municipality.

On the surface, the RFPs are part of the genre of government. These documents originate from a governmental entity and are a communicative act in the realm of general governmental discourse in its efforts to provide services to citizens. Merely their existence as something produced by a government designates them as members of this genre.

As the communication is focused not on citizen interaction, but instead towards private enterprise, some of the RFPs are complicated by the presence of another genre

that used to rest solely in the private sector – the promotional genre. The promotional genre appears in some RFPs where the municipality is attempting to promote and sell itself in order to be perceived as attractive to contractors. The municipality is acting as an authority and at the same time soliciting itself as an attractive market for a business. While not new, the promotional genre is newer in the context of government. With the increasing use of neoliberal ideology by government agencies comes the increasing influence of the idea that the market must play a part in government service provision. Insinuating itself into the discourse of government, the promotional genre “constitutes a part of the colonization of new areas of social life by markets” (Fairclough, 2003, pg. 33). This colonization presents itself in both the description of the community and the description of the library.

In an effort to attract a contractor to operate the public library it is expected that the RFPs would mention some description of the community and its citizens, but some of the RFPs go beyond this and focus on specific characteristics that sell the community. Cities are promoted not for the popularity of their libraries, but for their proximity to prestigious events, businesses, and recreational opportunities. Mere statement of the presence of local businesses and events is not enough as they are embellished with promotional adjectives. A nearby business is “one of the world’s largest shippers of fruit, food gifts, and roses” (Jackson County, Oregon, pg. 2). The local music festival is “one of the largest summer music festivals in the United States” (Jackson County, Oregon, pg. 2). A local retirement community is “in the top ten of national retirement communities” (Jackson County, Oregon, 2007, pg. 3). Another community is touted as the “regional

shopping and medical services hub for many northern California counties” (City of Redding, 2006, pg. 1).

The promotional genre does not blatantly appear in all of the RFPs, but it does permeate many of them and speaks to the intrusion of market language into the provision of government service. The use of this genre also effectively limits the participation to a narrow group of players who can easily frame their interactions with a market lens. Potential alternatives to outsourcing are effectively silenced as the form of the RFP and its focus on promotion and market exclude from the realm of possibilities those entities that do not naturally operate within a market dialogue. In short, the possibility of a non-market, non capitalistic answer to the purpose of the RFP is negated. As one library director stated, the library managers “were invited to submit a bid, but “we are troubled by the format of the RFP which seems tailored for private companies only”” (Oder, 2006, pg. 9). The presence of the promotional genre in the contracting discourse is not surprising; what is surprising is where it appears. The promotional genre is expected in such documents as the proposals submitted to the RFP, the municipalities’ websites and of those of the local chambers of commerce, but it is less expected in the RFPs which are an attempt to describe a public service.

Manifest Intertextuality

Manifest intertextuality, as defined by Fairclough (2003), in its simplest form is the direct presence of one text in another and refers to the ways in which one text incorporates elements of another text. Text incorporation can be done directly, through such means as quotation and paraphrasing of another work, and also more indirectly as when elements from another text are incorporated without attribution (Fairclough, 2003).

The contracting discourse is not one that is much prone to direct referral or citation to other texts. The focus here, then, is on texts that are incorporated into the discourse under examination without being directly attributed. Incorporation without attribution can be construed as sinister, but it is more precise to think of the process as looking to see what texts influenced the texts under examination.

The most obvious instance of intertextuality appears in how the contracting documents are produced. The proposals incorporate elements of the RFPs, while the contracts incorporate elements of the RFPs and the proposals. The scope of services section of the RFPs details what responsibilities the municipality wants the contractor to assume. The proposals address each of the criteria in the scope of services providing details as to how the contractor plans to fulfill those needs. In the same vein, the contracts are based upon the content of the RFPs and the proposals. While the RFPs are the main source for the text used in the contracts, the proposals sometimes play a part as well. In at least one case, the proposal seeks to improve upon the scope of services described in the RFP. In one proposal, the contractor suggests opening the library for more hours than was originally stipulated in the RFP. The longer operating hours are included in the final contract.

Manifest intertextuality between the RFPs, the proposals, and the contracts is not surprising. The first two documents are meant to build upon one another culminating in the creation of the third. What is far more interesting is the intertextuality between the different proposals. Intertextually, there is a much stronger relationship between the proposals than there is between the RFPs and the proposals. While the proposals have changed over time, proposals written within a narrow time frame are remarkably similar.

The commonness between the proposals created for different communities speaks to the existence of a master proposal created by the contractor which is used as the base for all proposals. Three proposals written in 2006 and 2007 have numerous sections which are identical. In all three proposals the following criteria, while the headings may be slightly different, are essentially word-for-word the same. These categories represent at least half of the scope of services relating to the day-to-day administration of the libraries.

- Establishing short and long-term goals
- Interview, select, and hire qualified staff
- Provide monthly financial statements
- Work closely with the city manager, citizen's advisory group, and related library support groups
- Plan and conduct a comprehensive collection review
- Develop a marketing plan
- Investigate supplemental revenue sources
- Provide a plan for establishing fees, fines
- Establish ILL arrangements
- Maintain required insurance
- Define core library performance measurements
- Administer community survey
- Budget and responsibly manage the library's fiscal operations

All of the services listed above are introduced in the RFP, the proposal does address these issues, and these issues are not irrelevant to providing good library service, but they are so generalized as to be almost meaningless. The descriptions of how the contractor will fulfill these service provisions are rarely specific enough to refer to an individual library.

The excerpts below make it appear as if the contractor has examined the individual library's situation and has thought of a solution that will solve that problem. When compared across proposals, however, it becomes clear that the contractor is not addressing a particular need felt by a particular library in a particular municipality. Instead, the statements are cookie-cutter responses and lend credence to the idea that the contractor has some sort of master proposal with areas that read 'insert library name here.'

Good library collections require significant investments: it may be difficult for Redding and Shasta County to cover the cost of rebuilding the existing collections while trying to provide ample new materials to meet popular demand. (Library Systems & Services, LLC, 2006, pg. 6)

Good library collections require significant investments: it may be difficult for the City of Bedford to cover the cost of rebuilding the existing collections while trying to provide ample new materials to meet popular demand. (Library Systems & Services, LLC, 2007a, pg. 14)

Good library collections require significant investments: it may be difficult for Jackson County to cover the cost of rebuilding the existing collections while trying to provide ample new materials to meet popular demand. (Library Systems & Services, LLC, 2007b, pg. 9)

The contractor knows exactly what it wants to convey and tweaks the language of the proposals just enough to fit into the categories needed by each municipality. While the proposal responses do address each of the categories listed out in the RFP, they are general enough that they would apply to any library and are not really specific to any particular library's circumstances or needs. Much of the content of the contractor's proposals are essentially boilerplate. While it is not unusual for a certain amount of boilerplate language to exist in RFPs, it is usually reserved just for those things that would be the same for every contract including information describing the contractor as well as some of the standard legal terminology necessary in the contracting process.

Successful operation of the Redding Municipal Library (RML) will depend on the early establishment of short- and long-term goals and objectives for the library. This plan will become the road map to ensure that all parties – LSSI staff and management, City elected officials and staff, and public leaders in the Friends and Foundation – are starting from a shared vision of where the library is in the short term (one to two years from now) and where it should be in the longer term (three to five years). (Library Systems & Services, LLC, 2006, pg. 2)

Successful operation of the Bedford Public Library (BPL) will depend on the early establishment of short- and long-term goals and objectives for the library. These goals will be detailed in the business plan for the library that LSSI will complete. This plan will become the road map to ensure that all parties – LSSI staff and management, City elected officials and staff, and public leaders of the Citizen Advisory Board – are starting from a shared vision of where the library is in the short term (one to two years from now) and where it should be in the longer term (three to five years). (Library Systems & Services, LLC, 2007a, pg. 9)

After reopening the Jackson County Library System, successful operation of the system will depend on the early establishment of short- and long-term goals and objectives for the library. This plan will become the road map to ensure that all parties – LSSI staff and management, County elected officials and staff, and public leaders in the Friends and Foundation – are starting from a shared vision of where the library is in the short term (one to two years from now) and where it should be in the longer term (three to five years). (Library Systems & Services, LLC, 2007b, pg. 6)

Again, while the inclusion of such items as short and long term goals are laudable goals, there is no indication in the copied sections that the contractor has an understanding of

the individual libraries' situations. Municipalities and their citizens looking for a focus on their particular library and how it can be improved, adjusted, changed, etc., will find the pretense of an understanding of their need, but not the reality of individual examination.

Intertextual Chains

Audience is the main focus chosen here in which to examine intertextual chains. Examining audience requires looking at the specific target audience for the discourse as well as indications that the text producers anticipate more than one sort of audience (Fairclough, 1993, pg. 233). Broadly, the target audience for the RFPs is contractors that would be willing to bid on the job. But as was explored above, the target audience is actually narrower than that, in that the focus is really on acquiring service from non-public entities and as shown below, one particular entity. As the library director quoted above mentioned, the RFPs "seem tailored for private companies only" (Oder, 2006, pg. 9). The proposals, as explored below, focus strongly on the municipality as an audience while also taking measures to appease any citizen discomfort over the concept of outsourcing.

The main audiences for the outsourcing discourse are the governing municipality and contractors that may decide to bid to provide library services. In theory, the RFP sets up a service in a market and promotes competition among the various vendors who provide that particular service. For any service to be offered up for contracting there must be a market – ideally multiple companies that will vie to provide the most service at the least cost – that provides that type of service or the service remains with the local government as it is the only provider of said service. Markets are said to support innovation and competition that public service, as a monopoly, cannot provide.

The reality is that there is only one company that currently provides public library management services. While there are other companies who contract for library management, only one is actively seeking public library contracts. (See Appendix A for a list of library management companies.) A market of one is also a monopoly and is only a pretense of competition. Government as monopoly is one of the main criticism against public provision of services. Critics note that in a monopoly there is only one provider who has a large amount of power over what, how, and to whom service is provided. In theory, a market exists where there are multiple competitors providing a service which leads to innovation and efficiency. In a monopoly, as now exists with privately managed public libraries there is no market, because there is only one provider which negates many of the supposed benefits of contracting. While early adopters of library management contracting may have been unaware of this reality, it seems doubtful that those municipalities that contracted their library's management in the previous few years could not have known. In fact, one municipality that contracted out its library service in 2007 decided not to create an RFP as it was deemed that there was only one company and therefore no need to create one. As such, the RFPs written by these communities most likely have the one company specifically in mind while drafting these RFPs.

As stated above, the creation of an RFP limits the realm of possible answers to the types of problems or frustrations that initiated its creation. With the additional fact that only one company currently provides this service, the possible participants in this discourse is further reduced. The citizens of the municipality that did not create an RFP, along with at least one or two others where the RFP was created in a less than public

manner, had no chance to participate in a dialogue about what they wanted, needed, and expected from library service. Their voices are absent from the discourse.

While the main audience for the contracting discourse is the contracting company, the local community is also present as an audience in the discourse – especially in the proposals. It is impossible to say whether the local citizens are an intended audience or more a specific appeasement to local governing bodies. This intentionality is blurred by two conflicting pieces of information. Statements by community members in civic governing meetings during the RFP phase of some projects reiterated a strong concern for and desire to have local control over the library and how that might be lost with contracting to a private company (City of Bedford, 2006; City of Spokane Valley, 2004; DeLeón, 2007, August 29; Holeywell, 2007, August 5). The proposals do seem to address this concern, somewhat, but the confounding factor is that the contractor has tried to block public examination of some of the proposals stating that they contained proprietary information. In the two known cases where this attempted sequestering of the proposal has happened, the contractor has backed down and allowed public viewing after community protest. Since the answer is not certain, both options – that the community members are or are not an audience for the discourse – will be explored.

If the community members are not an intended participant in the discourse, at least in the proposal stage, it begs the following question: How can a community put faith in a contractor who hides the middle details of the contracting process? Public libraries, as defined above, are locally funded and governed entities. It seems unreasonable to think that the public would not be interested in how the library will be managed under a private

contractor. Upon examination of the proposals they do not hold any great secrets and are in fact, as shown above, in large places copies of other contracts as shown above.

If, on the other hand, the proposal part of the discourse accounts for the community members as audience, then the proposals do seem to attempt to assuage concerns by the public. Policy creation is a sensitive issue in probably most contracting situations, but perhaps particularly so when referring to public libraries. One issue of contention in the contracting out of library service is the idea of loss of local control. There is a fear expressed in letters to the editor of local papers and comments made in city council meetings that the library is a local entity created and run for the local community by local people who are familiar with the community and have a vested interest in the community and that outsourcing the public library's management will diminish the local-ness of the library (City of Bedford, 2006; City of Spokane Valley, 2004; DeLeón, 2007, August 29; Holeywell, 2007, August 5).

Policies are part of the supporting structure of libraries detailing how the library as an organization has chosen to address various aspects of running the library. Policies are created to plan for collection development, for the removal of superfluous materials, for the acquisition of technology, for deciding how those technologies will be used, and for how materials will be shared among many other things. Whoever has control of policy creation in a public library has a huge influence on the content of material in a library and how those materials are used. The RFPs, proposals, and contracts are worded so that the contractor defers all policy creation and decisions to the municipality.

This final authority over policy decisions provides both assurance and legitimacy. The municipality's control over policy is a way to assure the public that the library will

still be locally controlled and not completely under the authority of a private company in another state. Policy control is also important as an aspect of legitimacy. The state libraries in many of the communities with outsourced libraries have certain guidelines as to what constitutes a public library. Along with criteria about the number of serving public, specific types of staff members and services is the notion that a public library is one in which a local authority has control. The contractor is running the library, but ultimate authority rests with the governing body. The authenticity of this arrangement is explored below in the chapter on social practice.

Chapter 6

Social Practice

Introduction

Examining the social practice of the discourse involves looking at the ideological and political effects of the discourse. While there is no checklist of questions to ask the data, the focus here is on how the textual analysis and the discourse analysis interrelate as they have an effect on the social aspects of the phenomenon in question. Examining social practice involves exploring the context of the situation, the institutional context, and the wider societal context. There are three avenues of interest here: the normative effects of the contracting process, policy creation for the library, and the assessment criteria of the contracts. The normative effects of the contracting process centers on how the outsourcing of the public library is presented to the community. Policy creation explores how the municipalities and the contractor placate the community and the library world about who is in control of the library. Measurement criteria and assessment explore the implications of how the contracts are assessed.

Norming

One of the ideological and political effects of the contracting discourse is that the processing of contracting is normative. While the community may have few feelings regarding the outsourcing of waste disposal or transit, often the community does have an opinion about the library. As contracting has become an increasingly used tool in government service provision, there seems little outcry about other services, but outsourcing libraries seems to generate disapproval in some communities.

Once a municipality decides to explore the possibility of outsourcing the public library through the creation of an RFP, the idea or process becomes normative. City council and commission notes reveal an interest on the parts of the governing body to explore outsourcing and community members who protest the idea are allowed an outlet to speak, but their concerns rarely persuade the municipality that outsourcing is undesirable. While concerns about outsourcing or opposition to the idea that the public library should be run by a contractor are conveyed, the process does not seem halted in any way. By the time an RFP is created, it is promoted (actively or not) as an appropriate action and citizens are often encouraged to comment on the content of the RFP, but not its existence. In one community a library board member called citizen protest of outsourcing the library “misguided” and that “it’s a normal reaction to change, and people fear change, but we have the best interests of everybody in mind” (Smith, 2006, September 28). The board member did not elaborate on what those interests were or how they were determined.

In the case above the community members in disagreement are portrayed as ignorant about the situation and what might happen with a contract as their concerns are dismissed as simplistic, as if there have never been problems with accountability and quality when contracting services. In this same community citizens opposed to outsourcing the public library formed an ad hoc group called Citizens Against Privatization (Smith, 2006, September 28). The group collected over 2,000 signatures of other community members who opposed the outsourcing of the library. From the news reports it appears that on the same night that the citizens’ group introduced their 2,000 protest signatures the library board voted to sign the contract with the private firm. The

library was outsourced. This dismissal of public opinion points to a general disregard for citizen opinion that may be endemic to NPM. NPM publicly advocates a customer service model as the appropriate path for government service provision, but NPM also advocates that outsourcing government service is almost always a good idea. A government entity trying to do both may find that these two tenets of NPM are contradictory. If the public, considered by a governing agency as customers, expects a service to remain public, but the agency wants to outsource the service, one idea or the other will lose.

In another community the public protest began before the creation of the RFP. Once work on the RFP was presented in city council meetings, residents opposed to the idea attended city council meetings to voice their opinions. The community was introduced to the idea of outsourcing the library's operations in a joint public meeting between the city council, the library board, and the private contractor. Of the 25 public comments at the meeting, only one was in favor of outsourcing the library. Eleven comments expressed disapproval of outsourcing and voiced concerns that the community would have "cheap services with cheaper costs," that outsourcing "makes an organization a numbers game and decreases productivity," that while volunteers play an important role in the library they are less accountable for their actions, and that the contractor "as a private corporation is not required to release any of the financial numbers in regards to how the company spends their money" (City of Bedford, 2006). The negative comments also included the unanimous disapproval of the library board. The rest of the comments made generalizations about the library or the librarians or asked questions about terminology present in the contractor's presentation. One citizen stated that, "the Bedford

Library is a well-run library by a staff that genuinely cares and does not know how that can be done through contracting with a private firm” and also questioned whether the contractor would decrease the number of degreed librarians (City of Bedford, 2006). The contracting firm’s representative replied that 15% of the employees with the contractor are degreed librarians. Another citizen wondered, “if there was a reason why Council brought a salesman to present to the Council instead of someone internally” (City of Bedford, 2006). Other participants asked whether the contract would specify the number of the number of library employees, how the contractor proposed to decrease employees but increase hours and services while spending less money, and how the contractor defined the term *manage*. To the last question, the contractor’s representative stated that they did “not necessarily manage the libraries per se; but, they contract with the Council to ensure that the library is operated correctly” (City of Bedford, 2006). In this community, the library was not outsourced even though outsourcing would hypothetically have saved the municipality over \$500,000 over three years (American Library Association, 2007). Public sentiment played a strong role in deciding to keep the library publicly managed.

One other community was found to have initiated an RFP, yet decided to keep the library publicly managed. Residents at city council meetings expressed concern that outsourcing would take tax money away from the community (City of Spokane Valley, 2004). Two groups submitted RFPs to the city, the county system which had been managing the library for years and the private contractor. The group evaluating the RFPs was a combination of city staff and local citizens. No citizens spoke out at city council meetings against the city renewing its contract with the county. In the end, the city chose

to remain with the county even though county provision of services was over \$100,000 a year more than contracting with the private company.

After the creation of an RFP, public sentiment against outsourcing has convinced two municipalities to not outsource their public libraries. In some communities it does not seem that the community took a stance either way about the idea of outsourcing. In communities that are averse to outsourcing library operations, the decision can still go either direction. Public disapproval of the outsourcing of the public library seems a necessary, but not a sufficient criterion for the library to remain public once the municipality has created an RFP. Additionally, it seems the approval or disapproval of the library's board of trustees also may play a part in the outcome. In Bedford, Texas and Spokane, Washington, the library boards were unanimously against outsourcing their libraries' management to a private firm and in both cases the libraries remained publicly managed. In the case of Jackson-Madison, Tennessee, the library board was the initiator of the contracting process and the board decided to outsource library management to a private firm. While these three situations speak to a possible trend, for the other communities who have explored this process no public statement of blanket approval or disapproval from the local library boards were found. This finding will be interesting to compare to future library management contracting situations.

While two communities have managed to keep the governance of their public library public, public outcry has not been successful in other communities. It seems by the time the municipality has created the RFP it is determined to explore the idea to the fullest extent. The municipality must then make the idea normative by dismissing public

disapproval as “misguided” (Smith, 2006, September 28) or by otherwise dismissing valid concerns about contracting library services to a private firm.

Policy Creation

A recurring theme in the RFPs, proposals, and contracts is the idea of policy creation and who is responsible for it. Policy as used here is defined by the Oxford English Dictionary as, “a principle or course of action adopted or proposed as desirable, advantageous, or expedient; *esp.* one formally advocated by a government, political party, etc.” Throughout the discourse the idea is set forth that the local governing agency is responsible for all policy creation as relates to the provision of library services. In fact, this provision is the defining feature for some in whether a public service is privatized or not. One definition of *privatization* has the set criterion that the outsourcing of policy making decisions is what makes a public service into a privatized service, while a situation where a contractor is merely operating the library but not setting policy is still deemed public service provision (Martin, 2000). In his report on outsourcing and privatization Martin (2000) noted the variety of definitions provided for the term *privatization* and in the end decided that the term *privatization* would be used to indicate a shift in “control over policies for library collections and services from the public to the private sector” (pg. 4). The library contracting discourse shows that the participants are cognizant of the definition as presented by the American Library Association. The documents under examination all have wording similar to the following, “the responsibility for Library collection development policies will remain with the city” (City of Moorpark, 2007, p.15) and “COUNTY shall be responsible for setting all policies that govern the operations of the libraries” (Jackson County, Oregon, 2007, p. 10). While

these stipulations promote the idea of distinct local control over the creation and implementation of policy for the library, contradictory statements give pause to the idea.

In all of the contracts part of the contractor's duties and responsibilities in operating the library are to create short and long term collection development plans, discard plans, interlibrary loan arrangements, and IT plans. The contractor is charged to "Develop a comprehensive Collection Development and Management Plan including short term and long term collection and a discard plan" (City of Moorpark, 2007, p.12-13), to recommend "changes in policies, procedures and operations as necessary and appropriate" (City of Moorpark, 2007, pg. 12), and to "develop and implement short and long range plans to procure, install, and support sufficient hardware, software, network, telecommunications and other resources as necessary to support the library's mission" (City of Red Oak, 2003, pg. 2).

Assessments and action plans will be developed for, but not necessarily limited to: technical services, automation, revenue opportunities, collection protection, policy and practices, operating hours, patron input, public relations, performance benchmarks, staff development, and physical plant (City of Lancaster, 2001, pg. 9).

One contract is even vaguer than the one described above. The contract assumes no pretext of the municipality maintaining control over policies and the contractor is charged with simply administering "the materials budget appropriated by the city" (City of Calabasas, 2001, pg. 5).

These items are referred to as plans but they are in fact policies. A more detailed reading of the texts reveals that the contractor will actually be the entity initially creating the various policies needed for the library and the governing body must approve said policies before they can go into effect. While in all cases the governing body has final approval on policies, it is clear that the contractor has a large amount of power over what those policies cover and what they contain. While policy creation in traditionally managed public libraries is also framed so that the governing body has the final call on all policy decisions, the situation is complicated by the inclusion of a private contractor. Public employees do not have the same set of competing interests as those inherent in a contracting situation. A private contractor has a responsibility to both the municipality that it contracts with as well as a responsibility to its own bottom line. What happens if these competing interests conflict in a significant way?

Policies guide the organization and the responsibility to create them confers a great amount of power to the creator. The situation as presented in the discourse is quite different than what is initially stated. The contractor has a large amount of power in policy decisions for the library, while the governing body operates in seemingly a rubber stamp capacity. Because the governing board must approve of policies created by the contractor they still have some power, but the scales are unquestionably tipped in favor of the entity that drafts and plans the documents. Those who plan and create policy documents are much more familiar with the policies' contexts and purposes than a representative or representatives of a governmental body whose main priority is probably not the governing of the library. One community's library board decided not to support or pursue outsourcing the library because of "the possible impact it would bring on their

own autonomy and authority, along with any possible impact on library employees” (Gotsis, 2008).

Additionally, the policy plans are not a part of the contract. The task to create policies is given in the contracting documents, but the resulting policies are not created until after the contractor assumes responsibility for providing library service; in some cases they are created over the first year of the contract. As such, the policies recommended and put in place by a contractor are not part of the contracting discourse. Both the municipality and the community are put at a disadvantage in the contracting process when policy creation is in the hands of a contractor and policies are not drafted until after a contract is in place. If the community members or the municipality believes there are significant disagreements or deficiencies with a contractor’s policies when they are presented a year after a contract has been in place, there are only two outcomes. Either the municipality satisfactorily rehashes the policies with the contractor or the municipality ends the contract. Once a contract is in place it would be difficult for a municipality to return to public management. Policy creation is a sensitive area, as repeatedly expressed in the privatization literature as well as public comments concerned about local control, but the discourse of library contracting relegates policy creation to an item to be addressed later.

Measurement and Assessment

The contracting process is one of defining the criteria of the public library deemed most important to the municipality and providing assessment criteria which detail the services or other evaluative measures that will be a focus for measurement as to the success or failure of a contract. With any contract between two parties “the standards [for

contract assessment] should be well-defined, unambiguous and susceptible to measurement....The methodology for measuring compliance with standards should be as well-defined and equally unambiguous as the standards, and fully described in the contract” (Zacchea, 2003, p.35). The criteria chosen for assessment in essence determine the library’s focus and purpose. Detailed assessment criteria that provide guidance to the contractor help ensure that the library service provided by the contractor is that which has been decided upon by a community and provides assessment measures that ensure a contractor’s compliance. Minimal, or to be determined after the contract is in place, criteria and assessment measures leave great power in the hands of the contractor to control what an adequate library and adequate library service are, essentially creating policy for the library. Many governmental services that are contracted out are either/or services where the service is either completed or it is not. For sanitation service, curbside waste is either picked up or it is not; there is no in-between. The buses either run on time or they do not. In these situations there is little uncertainty as to the successful completion of contract specifications.

The situation becomes complicated for more ambiguously measured services. There is no one right way to run a public library and there is no one reigning purpose of the public library (D’Angelo, 2006). When examining government services, “performance is both a vague term and one with a great deal of normative content” (Peters, 2001, pg. 125). There is no clear yardstick upon which to base effectiveness. Libraries are locally controlled entities, somewhat akin to public schools, although there are far fewer guidelines and rules for running a library than a public school. Public libraries should not be doing exactly the same thing – there is no cookie-cutter criterion

for success. Even narrowed down from all of the other type of libraries (special, academic, school, etc), there is still a remarkable amount of variety amongst public libraries and the communities they serve. As a socially constructed entity, the American public library has had various purposes since its inception. Debates have raged since the establishment of American public libraries over their purpose. Forces for moral enlightenment, the cornerstone to democracy, part of the public sphere, the ‘everyman’s university, and a normative force to inculcate American values and beliefs into the immigrant population are only a few of the reasons used in the past (Berelson, 1949; Buschman, 2003; Glynn, 2003; Johnson, 2004; White, 1983).

As these purposes have changed, evolved, overlapped, and competed for resources, some librarians and library researchers pushed for specific goals on which public libraries could focus. In 1982, Lowell Martin proposed a number of standardized goals for the public library which formed the base of Charles McClure’s (1987) *Planning and Role Setting for Public Libraries: A Manual of Options and Procedures*. McClure’s work in turn became the basis for the 13 service responses in the Public Library Association (PLA) work *Planning for Results: A Public Library Transformation Process* (Himmel & Wilson, 1998).

Even with a list of service responses on which to focus there is still much ambiguity in what the public library is. Worse, many definitions are so vague as to be essentially meaningless. In a 2002 court document, the American Library Association stated that the purpose of the library was “the provision of information” (America & America, 2002). Carrigan (1995) states that the “library exists because of the benefits it makes possible, and the benefits come essentially from the collections,” while Rodger

(2002) believes that “public libraries are society’s way of paying attention to learning and equity.” The point here is not to show the American Library Association and librarians as being deficient in purpose. The point is to show that there agreement and contention in the field, which is arguably healthy for a living organization.

Each library management contract is not written in a vacuum; the later ones build upon and are influenced by contracts that have been written in the past. Through the last 11 years, the contracts have grown in complexity. An early contract from 2001 has a scope of services that is one page long. The agreement notes the number and type of staff, general office expenses, a short list of automation responsibilities, and a collection development section stating that the contractor will spend the money that is appropriated by the city (City of Calabasas, 2001, pg. 5). Newer contracts are longer, somewhat more detailed, and have similar, and in many places identical, wording that comes from the contractor’s standard service agreement.

While past contracts influence the content of future contracts, the sum of these contracts has an influence on deciding what libraries are and should be. While this is implicitly true of the libraries under contract, it is conceivable that the standards set forth in management contracts could have an effect on future ideas of what public libraries should be. A way to begin to assess this relationship is to examine the contract assessment measures as well as the assessment measures created by the ALA that help public libraries define themselves to their publics and provide a focus for services and collections.

Local governments interested in exploring the outsourcing of their public libraries will look to the contracts already in existence to examine their structure and content as

part of the process to determine if outsourcing is the path they want to follow. Along with the contracts, local governments looking to create their own RFPs will likely examine RFPs created by other municipalities in order to create their own. There is a certain amount of repetitiveness in RFPs for similar, if not identical services. While some of the legal wrangling will be constructed according to local laws, one government may easily use the descriptions and foci of already existing agreements in order to ease their creative burden in re-inventing the wheel. As these similar or same assessment criteria are used for different communities, it is beneficial to compare them to assessment criteria created by the organization that represents libraries in the United States, the ALA.

The planning manual used for library service was first published as *Planning for Results* (1998). The manual has been through multiple revisions, with the most recent edition was released in 2008. The services responses are organic in that they can and will change over time. In 2006, Public Library Association, the public library arm of the ALA, asked public librarians to help them update the thirteen service responses to keep them current with the realities in public libraries. As a result, the service responses were updated for 2007 to include 18 items. A list of the 17 service response items is included below. *Planning for Results* (2007) is essentially intended as a manual to guide libraries in improving their efficiency and effectiveness. The guide lists 17 service responses that can be foci for public library services. A service response is, “what a library does for, or offers to, the public in an effort to meet specific community needs” (*Planning for Results* 1998, p. 51). Libraries are not encouraged to accept responsibility for every service response; rather they are encouraged to focus on three to five of them in order to provide those services efficiently and effectively.

- Be informed citizens
- Business and non-profit support
- Cultural awareness
- Public internet access
- Emergent literacy
- Genealogy and local history
- Create and share content
- Ready reference
- Community resources and services
- Adult and family literacy
- Job and career development
- Health, wealth, and other life choices
- Lifelong learning
- Reading, viewing, and listening for pleasure
- Homework help
- Information fluency
- Service for new immigrants

As the service responses are considered the main guidance for public libraries it seems plausible that these might influence the final contracts or that the contracts would refer to the workbook, but this is rarely the case. While *Planning for Results* is not part of general contracting discourse, it is a part of the discourse of public libraries and it is troubling that established library discourse plays so little a part in the contracting process.

In examining the RFPs and the contracts, the municipalities do not seem to have a firm idea of what they want from their library nor do they indicate what the library may have focused on in the past. In situations where the municipality had never provided library services previously, usually because service was provided by the county or another governing group, it is not surprising that there is little to no defining of the library's agenda, purposes, and goals; it may simply be because they did not know. But even in communities where the library staff or the library board assisted with the creation of the RFP, there is rarely much indication of the library's current focus or concentrations nor, in the final contracts what the future of the library should be. The exact cause of this lack of detail remains unclear, but could be due to the constraints inherent in a legal contract or simply in the difficulties in both defining expectations as well as defining specific, measurable assessment measures to ensure those expectations are met. While some assessment criteria are included in the contracts as will be detailed below, they are often vague and provide little meaningful idea of how the contracts will be assessed. Instead the focus is on letting the contractor decide the focus and goals of the library, in consultation with the municipality, after the contract is already in place.

“[Contractor] will develop a long-range plan for the city in cooperation with the city, elected and appointed officials, other community stakeholders and the Library Staff....The Plan will identify challenges and opportunities for the Library staff and corresponding strategic responses, including specific goals and objective” (City of Moorpark, 2007, pg. 11).

The municipality and community are included here, but there are two factors that push the control of this defining process to the contractor. As was stated above, the contractor presents itself, and is presented by the municipality, as the expert or authority on the library. As the authority, any who disagree will be placed at a disadvantage due to a general deference to experts. Secondly, the library staff is mentioned as another participant in the decision-making process, but what seems to be lost here is that the library staff will be employees of the contractor. As employees of the contractor there is little chance that they will contradict the contractor.

Throughout the contracting discourse there are six main themes of assessment for the contractor; patron-related benchmarks, staffing, collection development, technology, accounting, and goals relating to the relationship between the contractor and the municipality. While the goals may have been well intentioned, they are for the most part immeasurable in any concrete sense.

Patrons related services include such criteria as providing reference service, providing “prompt, friendly, and accurate service,” and a yearly community survey (Jackson County, Oregon, 2007). While these benchmarks might seem to cover many patron-related services in a library, these criteria are actually skeletal. Only one contract explicitly states that reference service must be provided the entire time the library is open, while the others simply state that reference service should be “prompt and accurate” and thus possibly rely on the assumption that the service will be available at all times (City of Red Oak, 2003, pg. 2). As to the idea of prompt, friendly, and accurate services – how would such a criteria group be measured? At what point are services no longer considered prompt or friendly? It seems that this criteria group, while nice to

include, can only be acted on once or if a situation deteriorates to the point where the problems are endemic. The additional criterion of a yearly community survey is again problematic because of the lack of detail. Survey research, like any type of research, can be performed adequately or not, and surveys can be designed to show as much or as little detail as the creators decide. Survey research is not just one thing, but more of an umbrella concept that includes face-to-face interviews, telephone surveys and self-administered surveys; each of which has its own advantages and disadvantages. Setting aside the type of survey research, what is needed is the content of those surveys. There is no indication what types of questions the survey should contain or if anyone will assess its quality or content. A survey could be as simple as a question such as 'Do you like the library?' and as complex as detailed questions about services and collections.

Staffing criteria include only a few items including that staff must have access to some sort of appropriate professional development and some contracts actually dictate what types and how many employees will be on staff. The inclusion of professional development most likely stems from efforts to meet state library requirements to qualify as an official public library. The contracts do not go into detail whether access is defined as time off to attend a conference, money to attend a conference, or some other sort of assistance.

The creation of a collection development plan and inter-library loan agreements are the focus of the collection development section. The contractor is charged with creating both short-term and long-term plans for collection development and for weeding. Effective collection development policies are difficult documents to create. A policy can be twenty pages long and still be an ineffective document that creates more questions

than it answers. On the other hand a ten-page policy can be a succinct, focused document that provides guidance to the library staff as well as information to the community and other stakeholders. Again, there is no indication of how these criteria will be assessed. Will the mere creation of a policy count or will the policies be assessed for content?

The technology category generally covers the creation of an IT plan that includes both short-term and long-term components. The IT plan assigns the contractor to detail upgrades needed in library equipment in the immediate future as well as a prediction of the future technology needs of the community.

Criteria for accounting focus on the acquisition and appropriation of new funds for the library by the contractor as well as the contractor's performance with those funds. The contracts stipulate that the contractor must act in a fiscally responsible manner with the money provided to it by the municipality. The acquisition of funds focuses on giving the contractor permission to apply for grants for the library as well as stating that the contractor should "continue to seek innovative means of adding value to Customer at little or no additional cost" (City of Red Oak, 2006, pg. 4). The accounting category has actually one of the most concrete areas of assessment in the contracts. Fiscal responsibility is something that can be evaluated. It remains unclear, however, if the lack of grant awards would constitute a criterion for breaking the contract or how much effort should be put forth in the attempt.

The last theme of the scope of work relates to the relationship between the contractor and the municipality and is not focused directly on the library. Criteria in this area include such items as how the contractor must monitor the physical condition of the library facilities, but upkeep of buildings, grounds, and sometimes even janitorial work

are outside the boundaries of most of the contracts. Also included are the ideas that the contractor will make library policy recommendations to the municipality and that the contractor will work well with key stakeholder groups. The contractor is charged to “develop and maintain effective working relationships with local staff, elected officials, Citizens’ Advisory board members, other appointed officials and community groups” (City of Redding, 2006, pgs. 9-10).

While the proposals submitted by the contractor are often much more detailed about how it proposes to fulfill the municipalities’ needs, this detail does not make it into the contracts themselves and thus become a moot point. For example, one proposal states that long-term goals “may include some or all of the following....increasing rates of circulation of library materials, number and variety of library programs for all ages, number of visitors to the library, library borrowers, reference questions answered, and hours of operation” (Library Systems and Services, 2006, p. 2). None of these possible long-term goals appears in the final contract except in a note that states the contractor will work with the city to develop a long-term plan. A contract can only be evaluated by the criteria set down in the contract, not by anything stated during the negotiation process. Some of the contracts state that the contractor must operate under the policies and procedures already established for the public library. Policies can vary from the vague to the extremely detailed so it is unclear how much this criterion helps in the long run. Library policies can focus on particular services like collection development, computer use, and reconsideration of materials, but may have little to say about the focus of the library’s service. One municipality states that the library must be run “in accordance with the Bedford Public Library Policies and Procedures Manual” (City of

Bedford, 2007, pg. 7). The policies and procedures manual does indicate specific service responses from *Planning for Results* (1998) that are the focus for the community's library. Ironically, this particular municipality decided to keep its library publicly managed.

Another municipality makes no mention of service responses in its RFP. The proposal from the contractor, however, does mention a copy of a plan of service for the library to which it had access. The plan of service does mention a set of specific service responses, but the documents was created in part to qualify for a building grant and does not seem to be linked to other library documentation or policies. But again, the point is lost as there is no mention of these specific service provisions or any others in the final contract.

Only one contract was found to specifically mention *Planning for Results*. In this contract the service responses of the workbook are not named as assessment criteria. Instead the contractor is charged to utilize "the American Library Association/Public Library Association publication *Planning for Results: A Public Library Transformation Process* to improve professional measures on library use, users, and resources" (City of Lancaster, 2001, pg. 11). Other contracts are vaguer and state that the contractor "warrants that it will perform the Services with at least the care, diligence and expertise generally accepted in the library service industry" (City of Red Oak, 2003, pg. 1). Another similarly worded contract includes as a part of long-range planning by the contractor that it will use "current professional standards and practice" to "identify challenges and opportunities for the Library staff and corresponding strategic responses, including specific, measurable goals and objectives" (City of Red Oak, 2003, pg. A-1). In

yet another contract the contractor is charged to “define core library performance measurements” (City of Redding, 2006, pg. 3).

While these inclusions are well-intentioned they do seem to put the cart in front of the horse. The contracts are put in place before measurable assessment criteria are decided. It would seem the logical progression of events would be to have in place the necessary assessment criteria decided on by both parties before the contract is signed or there would be large ambiguities as to appropriate assessment of the contract. In addition, the contractor, due to its placement as an expert and based on its responsibilities to draft policy as laid out in the contracts has an enormous amount of control as to what criteria are deemed legitimate for assessment and how those criteria will be measured. So much is left unsaid that it would seem difficult to determine a contractor’s success or failure in carrying out contract responsibilities. With no real measurable assessment criteria and no predetermined way to measure that criteria leaves the contracting process wide open to possible unethical practice as the private contractor contracted to operate the library is assigned with letting the municipality know whether said contractor is doing a good job or not. Creating a contract that is so tight and rigid that it allows for little room to maneuver around the realities of day to day practice can probably create an unworkable situation where every action must be approved by the contract overseer to the point where library service is harmed. The reverse situation where contract assessments are well intentioned, yet meaningless, is just as harmful to library service.

The assessment criteria of the contract indicate both the relative importance of the library in the eye of the municipality, but also the amount of power and control over a municipal service they are willing to hand to a private contractor. Few municipalities

promote an active agenda for library services for the contractor to follow, which puts the municipality in a bind if it becomes dissatisfied with the contractor's performance. It will be difficult for the library to revert back to a publicly staffed and managed facility.

Beyond the obvious of having to create job descriptions for, advertise for, interview and hire new staff for the library, some of the contracts contain solicitation embargoes for the staff.

The city will not actively solicit to hire any employee of [contractor] during the term of this Contract or for a period of six (6) months after the termination or expiration of this Contract, unless such employee previously was an employee of the City (City of Lancaster, 2001, pg. 7).

While this embargo does not prevent the contractor's employee from applying for an open position with a municipally managed library, the wording does prevent the municipality from covering its bases quickly before management changes back to the municipality. Additional impediments to returning to public management include solving the problem of technical service and acquisitions. The contractor provides all materials shelf-ready. Will the publicly managed library need to resume cataloging and processing, and if so, does it still have the facilities and materials to do so? Because acquisitions is centralized to the company's headquarters, the newly hired, publicly managed, library staff must create new relationships and contracts with vendors.

The measurement and assessment criteria used in the library contracts put both the community members and the municipality in a bind for judging the contractor's

performance. Community members dissatisfied with the contractor's performance will have scant documentation to point to in order to bolster their claims of poor service. The municipality also has the same problem but with an additional caveat – the municipality has to regulate and monitor the contract which is exceedingly difficult when there are few concrete criteria upon which to judge the contractor's performance. Additionally, the municipality has a vested interest in maintaining the library management contract with the contractor. The municipality is in a bind as it cannot easily convert back to a publicly managed facility due the difficulties of replacing all of the staff with the hardship of the solicitation embargo. The ambiguities inherent in the library management contracting as it exists currently implicitly removes a certain amount of local control over controlling and defining the public library and gives that power to a private contractor.

As of now the only model for future management contracting of public libraries is what has taken place in the past and as the above analysis has shown the efficacy of those contracts is questionable. The American Library Association commissioned a study in 2000 to investigate the outsourcing of library management and concluded

It is imperative, therefore that librarians and library managers become experts at developing, monitoring and administering contracts. It seems equally obvious that model contracts and guidelines for developing proposals be created by appropriate professional organizations to aid librarians in negotiating their way through the contracting wilderness.

(Martin, 2000, pg. 54)

The State of Florida echoed the American Library Association's conclusions two years later after having done its own research into the phenomenon.

Outsourcing of library management of public libraries to private, for-profit companies is relatively new and there is currently no competition in vendor selection; therefore, local governments would benefit from the experiences of other areas that have contracted for such services. Model contracts should be developed and provided to local governments, upon request, for them to use and technical assistance should be offered to assist them in tailoring a contract to meet the library service needs of the community (Florida House of Representatives, 2002, p. 12).

While standardization might be a helpful tool for municipalities wanting to explore this change it remains unclear (1) who would create this template, (2) exactly what it could include to provide specific measurable criteria to effectively assess a contractor's performance, and (3) who would assist other municipalities in tailoring contracts to their communities. Would these three responsibilities be handed to the same entity or would each be assigned to the group most likely to be knowledgeable about that specific aspect? Various county and city municipalities are the entity most interested in exploring contracting out their public libraries yet they have no impetus to create a document that examines the problem at anything more than a local level or to take responsibility for assisting other municipalities. Those who operate and manage public libraries, including management and staff as well as the board of trustees, have the most knowledge about a

particular library and community's needs, but most likely lack the specific knowledge necessary for the creation of model contracts. Additionally, library staff and governing boards are sometimes actively resistant to the idea of outsourcing the library's management and may be hesitant to participate in the codification of the process.

The American Library Association is another possible candidate, but again their participation in such a process is doubtful. Comments by the most recent ALA presidents show a general trend that outsourcing the library is not a positive event. During a debate before her successful election to be American Library Association president 2005-2006, Leslie Burger stated that she was against outsourcing public libraries.

What we lose in the process is the ability to shape institutions that are uniquely our own and to protect the opportunity to give people full and free access to information as they need it. The company running the library is more interested in maximizing its profits than in providing access to information and the kinds of collections and resources that we need in our communities. (as quoted in American Library Association, 2005, pg. 66)

Loriene Roy, president of the American Library Association for 2007-2008 when asked by a San Juan reporter about her opinion on the contracting of public library management stated that it was "really against the grain of what libraries hold dear. The national philosophy is that we don't like it....In the for-profit sector, the impression is the profit

comes first” (as quoted in Holeywell, 2007, August 5). The past two American Library Association presidents reflect the sentiment of the association in general.

To outsource an intellectual service suggests that it is a simple commodity that can be quantified, described in a written document, and contracted to the lowest bidder. Much of the important work of librarianship is abstract and non-quantifiable. The successful practice of librarianship is closely tied to the particular characteristics of the communities served. (American Library Association, 1999, pg. 8)

In 2001, the association created the following policy.

ALA affirms that publicly funded libraries should remain directly accountable to the publics they serve. Therefore, the American Library Association opposes the shifting of policy making and management oversight of library services from the public to the private for-profit sector. (American Library Association, 2001).

The municipalities interested in outsourcing library services may not have the skill and have not expressed any desire to create any ideal contracting agreement that would stand as a model for future public library outsourcing. The libraries themselves may or may not be supportive of an outsourcing movement. Support for outsourcing from public library staff seems to be more likely in small, one library municipalities. Library

staff opposed to outsourcing are unlikely to cooperate to create an ideal outsourcing agreement and those that are not opposed to outsourcing again may lack the experience needed to create such documents. The ALA is likely the most logical choice for the creator of an ideal agreement, but current sentiment throughout the organization is opposed to the concept.

If the outsourcing of public library management and staffing continues to grow, such model contracts could strongly influence the final contracts for the better or for the worse. Those directly affiliated with public libraries, whether it is those who govern libraries, those who run libraries or those who govern library organizations, could possibly create a model contract that protects the interests of the community and provides guidance. The only other party interested in the library contracting process is the vendor who is currently providing service and any future companies that begin to offer the service if it is deemed a profitable market. As shown above, there is no doubt that the one company currently contracting with municipalities to provide public library service has its own version of what a model contract contains. What remains to be seen is how this version of model contracts affects library service provision in the long run.

CHAPTER 7

Conclusions

Findings

The outsourcing of public library management is a fairly unexplored area of inquiry and this research aims to answer some important questions that surround the phenomenon. The power relations in the contracting process are strongly in favor of the contractor with its placement in the community as an expert, its membership in the discourse community of contracting, its experience in contracting with municipalities, and the lack of measurable assessment structured into the contracts.

The view of outsourcing as a possible solution to desires of the municipality to explore outsourcing creates a situation where members of the public resistant to the idea must be placated. Hegemony is maintained through the contracting process which is a normative event, legitimizing private management of the public library. It needs to be reiterated here that not every community showed a strong vocal opposition (that appeared in the local news media or in city council meeting notes) to the outsourcing of their public libraries. Of those that did, in two cases the libraries remained publicly managed and in the other the libraries are privately managed. There are a few notable differences between the two communities; in one community the library board unanimously protested contracting our services while in the other the library board was the initiating body. This one difference is clear, but it remains unclear what differences exist between the two communities.

It is a reality in any contracting relationship that the contractor has a greater amount of power than the entity in charge of overseeing the contract. The power of the

contractor as compared to any oversight person or group is a reality given that the contractor is much closer to the day to day operations of the organization and is much more knowledgeable about what is happening than any overseer of the contract could be. The contractor has one job - to operate within the specifications laid out in the contract. The overseer of the contract, on the other hand, normally has a host of other duties and monitoring a particular contract is only a small part of their responsibilities. Because the power relationship is so skewed, it is in the best interests of the contracting agency to establish specific, measurable, assessment criteria in the contract for evaluation. Not only must the assessment criteria be specific and measurable, they should also include the discourse of the service that is being contracted out. Ambiguity as to what is assessed in contract oversight will always be to the detriment of the contracting organization. This ambiguity amounts to little more than “please run our library and in a year let us know if you are doing a good job.”

The contracting documents essentially show that those on the municipality side of the process abdicate the responsibility of knowing or deciding what the public library is to the community and what its focus for services and collections to the contractor. While the contractor conceivably should participate in the discourse as to what the library is and should be in order for it to perform well within the contract, even the contracts themselves are not final about the purpose and place of the library. In all of the contracts the municipality is looking to the contractor to define the public library in a given time period after the contract is already in place. The lack of detail in the descriptions of the citizens served by the library and the library itself, as well as a lack of detail about

contract assessment, allude to a lack of importance attributed by the municipalities towards their public libraries and library service.

Placing the defining of the library at a time in the future after an outsourcing contract is in place can put the public in a difficult situation if they are unsatisfied with the contractor's performance. A municipality that is saving money by contracting out library operations will be reluctant to return to a publicly staffed model that costs more. Beyond the potential increase in costs the municipality may incur with a switch back to public management, there are the costs (in both time and money) inherent in replacing the entire staff. Because of these costs, initial public displeasure may well be labeled as 'misguided' by governmental representatives who have a vested interest in maintaining the outsourcing situation. The situation may have to deteriorate significantly before any changes to service are considered.

There may be no problems with how the current contractor defines a service or the criteria it should be judged by, but there is no way to say that this might not happen in the future – if not with this contractor then with another who is more concerned with profitability. It is beyond the scope of this research to evaluate the performance of the company currently providing library management contract services. There is no way to tell and no intention to insinuate that the current contractor has taken advantage of the power it has in the focus of the libraries it manages, but the fact remains that the contractor has an enormous amount of power in defining what the public libraries will be in the various communities in which the contractor operates.

If more municipalities decide to explore the outsourcing of their public libraries then conceivably more companies will attempt to provide this service as it is seen as a

profitable venture. Municipalities who explore library outsourcing need to decide up front, not just which hours they want the library to be open and what kind of improvements in automation they want, but what the library means to their community and what their community expects (or could expect) from their library. Defining of services and collection foci should happen before a library is contracted out to another entity or else there is an enormous conflict of interest where the contractor decides by what criteria it will be judged.

While the contracts do contain termination clauses both for convenience and for default, a municipality that decides to break away from a contract will find itself in a bind. If the contract ends, the municipality must hire new staff which requires a long process of creating or evaluating job descriptions, posting jobs, interviewing potential staff, and finding a new director to run the facility. In some cases the contractor's staff may decide to become public employees in order to stay in the community, but the library directors brought in by the contractor are sometimes not local and may well choose to either return to their home communities or transfer to another position with the contractor.

The strong intertextuality between the various contracts provides evidence to the idea that future contracts will be based off previously established protocol for such agreements. There is a remarkable similarity between library outsourcing contracts written within the same few year period. The earlier, pre-2005 contracts are unified in their simplicity, but the contracts from 2005 onwards are remarkably similar. Municipalities who consider contracting out their public libraries are examining and using material from contracts that are already in existence, therefore the contents of those

contracts are very important to libraries in general. The detail used to describe the library's purposes and meaning to the community may affect how future libraries are described and thought of. If this model continues to grow and other contractors enter the field, librarians need to make sure that the discourse of libraries is a part of the contracting process or else there is a risk that the established purposes and foci for services and collections of public libraries may become diluted.

Discussion

Existence of records.

One of the most surprising findings through this project was the lack of awareness on the parts of some municipalities about the documents that they should or might have. During data collection more than one of the clerks or secretaries who are in charge of the municipalities' documents were unaware of the existence of the records needed, the location of the documents needed, and sometimes not even the person who might know something about those documents or where they might be. One municipality did not know where the most current version of their contract with the vendor was. This loose handling of the contracting process reflects on the merited importance given to that contract and also reflects on how that contract is assessed. Missing documentation severely compounds the problem of contract assessment. If the contract cannot be found, it cannot be assessed. It is not possible to assess a contract when the details of that contract are not available. While the municipality may not know what assessments the contract should be measured by, it is almost a certainty that the contractor does have a copy and knows exactly what is measured and what is not.

Attraction to local small municipalities.

Municipalities charged with providing library service to their communities may well find the idea of outsourcing the public library attractive, especially when viewed through the proposals provided by the contractor. This attraction is something that needs to be in the consciousness of those in the library world. The attraction should be particularly strong for small communities who often suffer more than most with the problem of increasing service demands with smaller budgets. The majority of libraries in the United States serve populations of less than 10,000 and have staffs that are small, yet must do everything in and for the library. Additionally, smaller communities often have trouble attracting MLS-educated librarians because of a combination of the lower pay offered and the perceived unattractiveness of small-town life. In particular, communities with small libraries will probably find the proposals from LSSI attractive in the level of service available from the company due to its centralized operations. Small libraries rarely, if ever, have access to professional grant writers, a marketing department, large-scale automation, advanced collection development software, and probably the biggest draw of all – help.

Public libraries suffer from some of the same issues as public schools and one main reason for that is the localized nature of both services which results in the Matthew Effect. Prosperous communities tend to have public schools and public libraries with more and better access to resources than less prosperous communities. For each individual public library this translates into smaller-scale services with a small staff who have to wear many hats as they must perform all the function of a larger library. For public libraries in general, this translates into a lot of duplicated effort where libraries exist in silos. While some functions have been streamlined – through such activities as

participation in consortia, the acquisition of shelf-ready titles, and the use of approval plans – the fact remains that there is still much work done individually that might be done more effectively and efficiently collectively.

As small communities become aware that outsourcing of library management operations is a possibility – and they may as LSSI attends such events as the Texas Municipal League conference – they may be attracted to the idea of possibly spending the same or less for so much more than may be available to a publicly-run public library.

Competitiveness of publicly managed library.

Depending on the community the library may be actively involved in the exploration of library outsourcing or actively opposed to the idea. In a few cases explored here, the library staff were vocally opposed to the idea of outsourcing the library's management. In these cases, the library management and staff submitted their own proposal to the RFP relating how the civic-employed public librarians could provide effective and efficient service within the guidelines of the RFP. In one case, the city chose not to outsource library operations; in the other two, the counties chose to outsource the library. While it must be said that the proposal is not the only deciding factor in the decision, and public sentiment can also play a role, the proposals submitted are a substantial factor in the decision-making process.

The content of those proposals, then, is significant and library staff that wish to bid for services in competition with a private company are underdogs in the proposal writing arena. The private company that offers library management outsourcing services has grant writers on staff who are experienced and skilled at writing detailed, effective proposals. A private company that specializes in library services will always be able to

write a better, more detailed proposal than any other group that wishes to bid on that service. The private company knows the contract jargon and the dialect of contracting severely limits who can submit a successful proposal.

The library staff are not part of the discourse community that operates in the world of outsourcing contracts. Norman Oder (2006) relates one library director's concerns, "Library managers....were invited to submit a bid, but "we are troubled by the format of the RFP which seems tailored for private companies only"" (9). Currently, the only path to success for a public library staff that wishes to keep the library publicly managed may be to obtain copies of proposals written by the private firm in order to not only model but improve upon the formula. A proposal from the local library staff utilizing a detailed, straightforward format similar to a private firm would submit, that also spoke to the heart of the community and the importance of the publicness of the library would seemingly be powerful.

The future of the market.

Government services are generally asked to do more and more for increasingly less. As the neoliberal ideology continues to dominate public service provision, it can be argued that contracting will spread further into areas which, hitherto, have had no "market." While libraries themselves have practiced a certain amount of outsourcing over the years, the complete outsourcing of staff and management is an entirely new level of outsourcing that bears watching.

The purpose or reasoning behind public provision of a service is usually based on two reasons; there was no market (unprofitable) for the service or there was no way to provide effective service through market channels (corruption). As a neoliberal outlook

on public service provision turns these ideas on their heads, this may change. At the moment, there is only one company providing public library management outsourcing – conceivably because public libraries have not been seen as a viable market. The continued success of this company could easily attract other or new companies into the field. In any enterprise, if there is a profit to be made, businesses will follow.

Further research

As the outsourcing of public library management is a rather unexplored area of research there are numerous options for future research. Outsourced public libraries are a smaller phenomenon at present, but they have increased substantially in the last few years. Between 1997 and 2003, four communities outsourced their library systems; in 2004, three; in 2005 and 2006 there were two; in 2007 there were five. Future research is needed on the macro level, exploring the causes and strategies that lead to outsourcing, and the micro level, exploring the experiences of the individual communities and libraries.

Exploring the micro-level experiences would necessitate looking at individual libraries and the people who have a vested interest in their governance. While the number of people who have a vested interest in the governance of the local public library is large, it can be broken down into categories. The library staff members, the library board members, the local community, and the local civic government all have a stake in what the library is and how it is run. Understanding the experiences of these people as they contemplate the outsourcing question would provide insight for other communities pondering the move. I propose a two-part project that explores the experiences of one community where outsourcing was the final decision and another community where the

library remained publicly operated. An institutional ethnography of both of these communities might provide insight into the different decisions the communities made by exploring their experiences in the process from when outsourcing was put forward as a possibility and when the final decision about service provision was made.

Additional focused research could revolve around policy creation in outsourced libraries. Specifically an examination of the process of implementing new policies, including whose input was solicited, how they were created, and an examination of the policies themselves would provide further insight into the power relationship between the contractor and the municipality.

For a broader perspective, research exploring the relationship between the contractor and the various municipalities with which it contracts would prove insightful. This research could cover a number of areas, including what kind of oversight the contracts have had, the current budget realities of the various systems, and what type of relationship the contractor has with the communities it serves. This research uncovered a couple of areas where municipalities that had outsourced their libraries had to create an additional contract for services deemed outside the realms of the regular service contract. In one community the cleanup of records and a backlog of catalog cost the municipality an additional sum as it seems not to have been deemed a part of the contract already established. Research investigating how often this kind of extra cost and contract is necessary would be another area of interest.

Deciding exactly how to examine the phenomenon of privately managed public libraries was difficult because of its recent development and the lack of other research about the process. This research answered some questions surrounding the phenomenon,

but still leaves large areas of future research open. Examining the overall contracting process as a particular event shows some of the hegemonic forces involved in the process to contract out library services. In looking at the process here it is clear that the contractor has an enormous amount of power in defining the library for a particular community, public disapproval of outsourcing of the public library seems a necessary, but not a sufficient criterion for the library to remain public once the municipality has created an RFP and that there are few measurable assessment criteria in the final contracts. These three findings leave the contracting situation open for unethical behavior, which future research will need to examine.

APPENDIX A

COMPANIES PROVIDING LIBRARY MANAGEMENT SERVICES

Information International Associates

Located in Oak Ridge, Tennessee, Information Associates focuses mainly on federal government contracting.

Library Associates

Located in Beverly Hills, California, Library Associates specializes in recruiting, contract cataloging, processing, staffing, and management of libraries.

Library Systems and Services, Inc (LSSI)

LSSI is based in Germantown, Maryland and has been managing public libraries since 1997. LSSI also provides cataloging, library planning, and database services.

APPENDIX B

Communities with outsourced management and staff

Community	Year Outsourced management began
Riverside County, California	1997
Calabasas, California	1998
Lancaster, Texas	2001
Finney County, Kansas	2003
Collierville, Tennessee	2004
Germantown, Tennessee	2004
Red Oak, Texas	2003
Millington, Tennessee	2005
Leander, Texas	2006
San Juan, Texas	2007
Jackson-Madison County, Tennessee	2007
Jackson County, Oregon	2007
Shasta County, California	2007
Moorpark, California	2007

Communities that have had outsourced management (but not rest of staff)

Community	Years of Outsourcing
Fargo, North Dakota	2000 – 2003
Hemet, California	2000 – 2004
Linden, New Jersey	2001 – 2004
Jersey City, New Jersey	1999 – 2001

Communities known to have explored outsourced management, but declined to do so

Bedford, Texas
The State of Florida
Spokane Valley, Washington
Patterson, New Jersey
Dallas, Texas
Passaic, New Jersey
Los Angeles County
Tewksbury, Massachusetts
Dartmouth, Massachusetts

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VITA

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