

**STATUTORY RESOURCE SERVICES AGREEMENT FOR 2009**  
**ARTICLE I: INTENT**

The Madison Public Library (hereinafter referred to as MPL) agrees to remain a member in good standing of the South Central Library System (hereinafter referred to as SCLS) for the duration of this contract. MPL further agrees to fulfil all the responsibilities required for system membership in accordance with the signed membership agreement between MPL and SCLS and in compliance with Chapter 43 of the Wisconsin Statutes. In return, SCLS agrees to provide to MPL the full range of goods and services offered to other member public libraries on the same basis as those goods and services are offered to those other member public libraries.

The provisions which follow are intended to formalize the relationship for the provision of resources by MPL to SCLS member libraries and the referral or routing of reference and interlibrary loan requests by MPL pursuant to Wisconsin Statutes, Section 43.24(2)(b) and (d) for the period January 1 through December 31, 2009. All payments between MPL and SCLS for the services specified in this contract shall be in accordance with, and limited to, the specific terms of this contract unless such terms are altered, in writing, by mutual agreement of both parties involved.

**ARTICLE II: RESOURCE LIBRARY SERVICES**

A. Backup Reference and Interlibrary Loan Services ..... \$151,395

MPL agrees to provide the backup reference and interlibrary loan services specified in S.43.24(2)(b), and to refer or route reference and interlibrary loan requests pursuant to S.43.24(2)(d) in return for the sum indicated above. This sum is intended to cover the general costs of this service, excluding OCLC and WILS charges.

MPL agrees to accept requests for materials or information from all SCLS member public libraries, to utilize collections to which MPL shall have direct access to complete these requests if possible, to verify remaining requests according to the guidelines established by the Division for Libraries, Technology and Community Learning, and to refer these remaining requests for completion to such other member, area, and state resources as shall be required.

MPL will also route materials received for the completion of interlibrary loan requests to the library or agency requiring them in cases where an automatic routing mechanism is not already in place. MPL will further accept requests referred into the SCLS area from other areas of the state in accordance with Division for Library Services guidelines and practices and insofar as this is deemed practical by SCLS, and either fill such requests directly or refer them to the proper member and area level resources for completion. The requests which MPL is expected to handle as an interlibrary loan clearinghouse under this section do not include those which may be completed by one member library loaning material directly to another through the mechanism of the shared automated resource sharing system. Member libraries are required to share their materials with each other to fill basic author/title requests as part of basic system membership (and in return for various goods, services, and funds provided by the system as part of this membership) in accordance with S.43.24(2)(a) of the statutes, and the shared

automated system is the primary mechanism currently provided and utilized by SCLS and the member libraries for this purpose.

MPL agrees to complete these requests or to determine that they cannot be completed with the information, materials, and/or expertise at hand, and to provide the information, materials, and/or photocopies necessary to such completion or the notice that such completion is not possible to the requesting library within an average of five working days, and for 90% of requests received within a maximum of seven days, of the receipt of such requests. Completion is defined to include the placing of holds or reserves, the supplying of information and/or materials, and the referral of requests to other clearinghouse agencies. Status reports to requesting libraries must indicate the actions initiated to complete the request within the specified timeframe.

MPL agrees to continue to provide to SCLS the results of their semi-annual interlibrary loan report, and to gather such other statistics, conduct such studies, and create such reports concerning its activities as a system resource library as shall from time to time be requested by SCLS and shall be deemed reasonable and proper by both parties.

The ILL Sub-Committee of the Public Library Advisory Committee (PLAC) will review and evaluate this service program at regular intervals, and recommend changes as required to PLAC.

In return for the sum determined above, the contracting library or library agency will assume costs of providing this service, including quarters, staffing, equipment, communication costs, photocopying, and postage. SCLS will pay OCLC and WiLS costs beyond what is covered by State contract.

B. Collection Enrichment..... \$13,994

As the resource library, MPL provides back-up reference services for other SCLS member libraries and takes the lead in services such as virtual reference. MPL must have a wide variety of resources and a deep collection in order to provide these services. SCLS will pay to MPL the sum indicated above as a collection enrichment grant to support reference services for the benefit of all system residents

### **ARTICLE III: OTHER PROVISIONS**

#### **A. Payment Schedule**

SCLS will pay MPL for the services specified above in two installments not later than the day following the SCLS Board meetings in the months of August and December, 2009. Each payment will include one half of the collection enrichment grant, and one half the payment for the backup reference and interlibrary loan services provided by MPL.

B. Reopener and Future Contracts

Negotiations for renewal or revision of this contract for 2010 shall be begun no later than September 1, 2009. This contract may be modified during 2009 by mutual written consent of both parties.

C. Term of Contract

The term of this contract shall be January 1 through December 31, 2009, inclusive. If no agreement for 2010 can be reached through the negotiation process, this contract can be extended through 2010 by the Division for Libraries, Technology, and Community Learning of the Department of Public Instruction in accordance with S.43.16(1)(a).

D. Contract Acceptance

Final acceptance of this agreement by SCLS is subject to the approval of this agreement and of the revised 2009 SCLS Annual Plan for Services by the Division for Libraries, Technology, and Community Learning of the Department of Public Instruction.

SIGNED: SOUTH CENTRAL LIBRARY SYSTEM

By: \_\_\_\_\_  
President of the Board

Date: \_\_\_\_\_

SIGNED: MADISON PUBLIC LIBRARY

By: \_\_\_\_\_  
President of the Board

Date: \_\_\_\_\_

## **SUPPLEMENTARY SERVICES AGREEMENT FOR 2009**

### **ARTICLE I: INTENT**

The Madison Public Library (hereinafter referred to as MPL) agrees to remain a member in good standing of the South Central Library System (hereinafter referred to as SCLS) for the duration of this contract. MPL further agrees to fulfill all the responsibilities required for system membership in accordance with the signed membership agreement between MPL and SCLS and in compliance with Chapter 43 of the Wisconsin Statutes. In return, SCLS agrees to provide to MPL the full range of goods and services offered to other member public libraries on the same basis as those goods and services are offered to those other member public libraries.

The following provisions are intended to formalize the relationship between MPL and SCLS for the period January 1 through December 31, 2008 concerning those services and transactions which are of mutual benefit to both parties and are not part of the Statutory Resource Services Agreement between these parties. All payments between MPL and SCLS for the services specified in this contract shall be in accordance with, and limited to, the specific terms of this contract unless such terms are altered, in writing, by mutual agreement of both parties involved.

### **ARTICLE II: FACILITIES AND SUPPORT SERVICES PROVIDED BY MPL**

A. Rent.....\$32,893

MPL agrees to provide to SCLS the space in the central library currently occupied by LINK staff for use as general office and storage space by LINK staff. MPL will further provide one parking space in the MPL central library garage for use by the LINK staff.

These rental charges shall be understood to include utilities, routine repairs and janitorial services, business and administrative services necessary for the implementation of this agreement, SCLS/LINK use of MPL public meeting rooms on a scheduled basis for system business, and the use of the staff lounge and restrooms. All other maintenance and repair services shall be requested as currently specified by the MPL Administration Office. For non-routine maintenance and repairs, labor and materials will be billed to SCLS.

It is the responsibility of SCLS to furnish those areas which it rents, and SCLS and MPL must each maintain proper ownership records for their own equipment items located in these rental areas.

## B. Printing Services.....(as billed)

For the term of this contract MPL will provide printing services on their in-house press to SCLS including labor, equipment, materials, and overhead in accordance with the schedule of charges listed below. SCLS will incur the charges on a per job basis and will be invoiced monthly for the work completed during the preceding month. SCLS will pay for color printer supplies for all non-Madison color printing jobs.

**MPL PRINTING CHARGES**

SET-UP			\$4.38	
MASTERS			\$2.06	
PER HOUR FINISHING				
AND OTHER LABOR CHARGES			\$22.66	
COPIES			1-SIDED	2-SIDED
1	THROUGH	100	\$3.64	\$6.27
101	THROUGH	200	\$5.95	\$11.03
201	THROUGH	300	\$8.19	\$14.68
301	THROUGH	400	\$10.28	\$17.94
401	THROUGH	500	\$12.16	\$20.89
501	THROUGH	600	\$13.87	\$23.41
601	THROUGH	700	\$15.43	\$25.60
701	THROUGH	800	\$16.71	\$27.58
801	THROUGH	900	\$18.00	\$29.14
901	THROUGH	1000	\$19.12	\$30.53
1001	THROUGH	2000	\$25.60	\$38.46
2001	THROUGH	3000	\$36.74	\$52.36
3001	THROUGH	4000	\$48.15	\$65.72
4001	THROUGH	5000	\$59.45	\$80.23
OVER 5000			\$63.86 PLUS	\$85.49 PLUS
			\$1.13 FOR	\$1.49 FOR
			EACH 100	EACH 100
			OVER 5000	OVER 5000

## C. Materials in Demand.....\$72,415

SCLS will pay to MPL the sum specified above to enable MPL to purchase and maintain materials in demand and provide them in a timely manner to all system member libraries.

MPL agrees to purchase popular and in demand material to minimize the length of time a patron has to wait for a requested title within the limits of the funds provided and according to such formulas as shall be determined based on recommendations by the Public Library Advisory Committee.

MPL may expend these funds for any kind of popular materials, both adult and juvenile, determined in accordance with the current guidelines as modified by the annual evaluation process. The Public Library Advisory Committee will review and evaluate this service program annually, and recommend changes as required to SCLS and MPL.

This service is additional to, and dependent upon, the SCLS system standard recommended by the Public Library Advisory Committee that each local library provide a copy of a given title for a set number of requests that the local library has on file for it. These funds are in no way intended to replace or obviate the responsibility of each local library to provide adequate numbers, according to this standard or others that may from time to time be adopted, of copies of popular materials for its own residents.

Items no longer needed will be distributed by MPL for use or further distribution according to an agreed upon formula, and materials not desired for further use by member libraries will be donated to the MPL Central Friends. All other materials purchased under this program remain the property of SCLS and revert to SCLS in the event of the termination of this contract.

The circulation of these materials shall not be attributed to the contracting library or library agency or to any other system member library for the purpose of establishing net lender payments of any kind for participation in SCLS interlibrary loan activities.

MPL agrees to report to SCLS annually the current status of the popular materials collection including the number and nature of materials purchased or disposed of during that period, and to gather such other statistics, conduct such studies, and create such reports concerning its popular materials collection activities as shall from time to time be requested by SCLS and shall be deemed reasonable and proper by both parties.

D. Materials for Youth.....\$5,150

SCLS will pay to MPL the sum specified above to enable MPL to purchase and maintain a collection of materials for youth and provide them in a timely manner to all system member libraries.

MPL may expend these funds for any kind of materials for children. This may include the purchase and circulation of media with public performance rights. Funds not required for this purpose may be spent instead on other media for children and/or patrons with special needs. The Public Library Advisory Committee will review and

evaluate this service program annually, and recommend changes as required to SCLS and MPL.

E. Supplementary Resource Library Grant.....\$67,656

As the largest municipality in SCLS with the largest public library, Madison is frequently the provider of specialized materials and a wide range of goods and services. In an attempt to equalize benefits provided to all members, SCLS will pay to MPL the sum indicated above for the general improvement of that library. \$60,230 of this sum can be expended in any way determined by the administration and board of MPL, save only that these funds cannot be utilized to reduce the existing support of MPL by the City of Madison. The remaining \$7,426 of this sum is specifically intended to help MPL to purchase additional copies of highly popular and in demand items above and beyond the number that could be purchased with funds from MPL's own budget.

### **ARTICLE III: OTHER PROVISIONS**

#### **A. Payment Schedule**

SCLS will pay MPL for the services specified under II A, C, D, and E above in two installments not later than the day following the SCLS Board meetings in the months of August and November, 2009. Each party will pay the other for services specified as "as billed" in this contract within 60 days from the receipt of bills for those services.

#### **B. Reopener and Future Contracts**

Negotiations for renewal or revision of this contract for 2009 shall be begun no later than September 1, 2009. This contract may be modified during 2009 by mutual written consent of both parties.

#### **C. Term of Contract**

The term of this contract shall be January 1 through December 31, 2009 inclusive.

#### **D. Contract Acceptance**

Final acceptance of this agreement by SCLS is subject to the approval of this agreement and of the revised 2009 SCLS Annual Plan for Services by the Division for Libraries, Technology, and Community Learning of the Department of Public Instruction.

SIGNED: SOUTH CENTRAL LIBRARY SYSTEM

By: \_\_\_\_\_  
President of the Board

Date: \_\_\_\_\_

SIGNED: MADISON PUBLIC LIBRARY

By: \_\_\_\_\_  
President of the Board

Date: \_\_\_\_\_