

**AGREEMENT FOR CATALOGING SERVICES FOR 2016
BETWEEN THE
LIBRARY BOARD OF TRUSTEES OF THE
SOUTH CENTRAL LIBRARY SYSTEM AND THE
LIBRARY BOARD OF THE CITY OF MADISON PUBLIC LIBRARY**

THIS AGREEMENT is made this _____ day of _____, 2015, by and between the **Library Board of Trustees of the South Central Library System** (hereinafter referred to as "SCLS") and the **Library Board of the City of Madison Public Library** (hereinafter referred to as "MPL").

WITNESSETH:

WHEREAS, each of the parties hereto is organized and exists under Chapter 43, Wisconsin Statutes, and each maintains a public library or library system pursuant to the provisions of such Chapter; and

WHEREAS, the parties desire to provide an agreement for the overall cataloging and authority control services for SCLS ILS members as described herein; and

***WHEREAS**, SCLS is authorized, pursuant to a certain Agreement to Participate in SCLS Technology Services, between itself and the ILS members as described in said Agreement, a true copy of which Agreement is incorporated herein as Appendix A, to enter in agreements, in consultation with the ILS Committee, to provide needed services for such Shared Integrated Library System.*

WHEREAS, the cataloging and authority control services described in this Agreement are mutually agreed to be a part of such System; and

WHEREAS, on _____, 2015, SCLS has been authorized by the SCLS Board of Trustees to execute this Agreement; and

WHEREAS, on _____, 2015, MPL has authorized the execution of this Agreement at a Library Board meeting.

NOW, THEREFORE, in consideration of the mutual undertakings contained herein, SCLS and MPL agree as follows:

I. TERMS

As used in this Agreement, the terms LINKcat (Library Interchange NetworK Catalog), ILS (Integrated Library System), Collection Maintenance Subcommittee (CMC), MARC, MARC record, OCLC, WiLS, Library of Congress (LC), copy cataloging, GMDs, brief records, authority control, scope notes, and other apparent terms of art have the meaning generally acknowledged and accepted in the field of Library Science and/or among ILS member libraries.

II. TERM OF AGREEMENT

The term of this Agreement shall begin January 1, 2016 and end at 5:00 p.m. December 31, 2016.

III. SCOPE OF SERVICES

A. Through SCLS, the ILS members, and each of them, agree to:

1. Search LINKcat carefully for each item in its library inventory to determine that there is no MARC record or brief record that matches that item;
2. In the event no other bibliographical record is found for one or more of its items, provide and enter all required bibliographical information on a brief record or acquisitions record in the database according to SCLS ILS bibliographical input standards. ,
3. Provide the actual item to be cataloged to MPL for original cataloging, resolution of problems or correction of errors in the brief record, as promptly as time permits;
4. Be responsible for linking its own copies to the title record;
5. Assign to each item its own call number;
6. Do the physical processing of its own items;
7. Notify MPL when an error or discrepancy in a bibliographic record is found, and identify such error or discrepancy to MPL;

B. MPL agrees to provide full MARC records for each brief bibliographical record entered into the database by a SCLS ILS member as specified in "Materials that Receive MARC Cataloging" which is incorporated into this Agreement as Appendix B, in accordance with the following guidelines:

1. MPL will use OCLC (member-contributed or LC) records for copy cataloging and provide original OCLC cataloging as needed.
2. If an OCLC record is available, MPL will provide copy cataloging as follows:
 - a) Add Library of Congress (LC) subjects for non-fiction book (print and electronic), non-fiction and music sound recording, non-feature video recording and all juvenile records lacking them and genre headings to all fiction book, software and feature video recording records lacking them;

- b) Proof-read and edit as needed, all entries for authors, title, series, imprint, extent of item, contents notes, added entries, uniform titles, ISBN, ISSN;
 - c) Check that all records conform to all MARC cataloging standards;
 - d) Provide full MARC records for the majority of the items in two (2) weeks from the date the brief record is reported to MPL and for all of the items within six (6) weeks of the report date, except for items which appear to require original cataloging, or items which do not meet the SCLS ILS bibliographic input standards previously agreed upon for completeness of data entry.
3. If upon initial search of OCLC no copy cataloging is found, MPL will identify the records in a manner mutually agreed upon by SCLS and Madison.
4. MPL will perform original cataloging for all formats as needed and as follows:
- a) Provide LC subjects for non-fiction books (print and electronic), non-fiction and music sound recordings, non-feature video recordings, and all juvenile items and genre headings to all fiction book, software and feature video recordings;
 - b) Provide full entries for authors, title, series, imprint, extent of item, contents notes, added entries, uniform titles, ISBN, ISSN;
 - c) Records will conform to all MARC cataloging standards;
 - d) Foreign language materials will be cataloged according to the ability and discretion of MPL;
5. MPL will perform the following database cleanup tasks. It is mutually understood and acknowledged that regular cataloging of items meeting SCLS ILS standards takes precedence over correction of errors or discrepancies: MPL will respond to correct errors or discrepancies in an entry in a bibliographic record when such an error or discrepancy is identified by a member library as promptly as time permits;
- b) MPL will clone serial records, multi-part AV and annual titles within one (1) week of request except when there is a title change which may require that the item be called in. In that case the one week shall begin when the item is actually received;
 - c) MPL will merge duplicate records;
 - d) MPL will continue other database cleanup as necessary and feasible.
 - e) The OCLC symbol WIM reflects SCLS ILS members.

6. MPL will provide an accounting of activity annually during the contract term. Reports will be provided to the SCLS ILS Committee meeting in February and will include the following data for the previous year: number of titles cataloged by format (print, serials, and all AV subsets) and within each format the number cataloged with OCLC copy and the number cataloged with MPL supplied original cataloging.
7. SCLS or MPL may request studies of cataloging done by MPL. The parameters and duration of the sample required for such a study and the number of such studies to be undertaken shall be mutually agreed upon by the parties.
8. MPL agrees to implement additional cataloging features as directed by the SCLS ILS Collection Maintenance Committee (CMC). In case of disagreement between MPL and the CMC, the matter shall be referred to the SCLS ILS Committee. MPL, as the provider of this service, will have representation on the CMC.

C. SCLS agrees:

1. Records entered by ILS members each week will be reported to MPL on Friday, or if such is a holiday, then the following regular business day of the term of this Agreement;
2. SCLS shall be responsible for ensuring that the commitments in Section III,A are fulfilled in a timely manner by the SCLS ILS members.
3. On the first work day of each month, SCLS will provide MPL with a report of all the records which are marked NOOCLC in the TYPE field and which were entered into LINKcat at least three months prior to the report date. MPL will provide full MARC records for these items within 30 days from the date the report is received, or as soon thereafter as the item is available to the cataloger after the cataloger's hold has been filled.

IV. PAYMENT

The sum for general cataloging services for 2016 is \$454,255. A description of how this fee was calculated is included in Appendix D.

The sum for general cataloging services thus determined shall be apportioned to the SCLS ILS members in accordance with the Agreement to Participate in Shared Integrated Library System (ILS) and Technology Services (TS). The total amount will be collected by SCLS as part of the annual ILS payment from SCLS ILS members and will be paid to MPL in two equal installments not later than the day following the SCLS Board meetings in the months of August and November. SCLS will be responsible for the timely payment of OCLC charges.

V. AMENDMENT

Appendix B and/or C may be amended at any time during the term of the contract by action of the SCLS ILS Committee upon recommendation of the SCLS ILS Collection Maintenance Committee.

VI. RENEWAL OF AGREEMENT

This Agreement may be renewed by the parties with such revisions as may be mutually agreed. SCLS will initiate renewal or proposed revisions for a successor Agreement not later than March 1 or a date mutually agreeable.

VII. BINDING ON PARTIES

This Agreement shall be binding on the parties hereto and their successors and cannot be varied or waived by any oral representations or promises of any agent or other person of the parties unless the same be in writing and signed by the duly authorized agents who executed this Agreement.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed, interpreted, and endorsed in accordance with the laws of the State of Wisconsin.

IX. NO WAIVER

No failure to exercise and no delay in exercising any right under this Agreement on the part of either party shall operate as a waiver thereof.

X. CONSTRUCTION OF AGREEMENT

This Agreement is intended to be solely between the parties hereto. MPL shall not assign its interest or responsibilities to any other person or entity without the written consent of SCLS. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including, but not limited to, employees of either of the parties. The entire agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. Both parties have cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

WITNESS:

SOUTH CENTRAL LIBRARY SYSTEM

System Board President

Date Signed: _____

WITNESS:

**LIBRARY BOARD OF THE
CITY OF MADISON PUBLIC LIBRARY**

Library Board President

Date Signed: _____

Appendix A

Agreement to Participate in SCLS Technology Services

Appendix B

Materials that Receive MARC Cataloging

Included in the SCLS ILS Levels of Cataloging policy:

<http://psw.scls.lib.wi.us/ils/policies/cat/levelsofcataloging-policy.html>

Appendix C

SCLS ILS Cataloging Electronic Resource Policy

<http://psw.scls.lib.wi.us/ils/policies/cat/catalogingwebsites-policy.html>

Appendix D

Calculation of Annual Cataloging Fee

The SCLS budget for general cataloging services for 2016 will be held at the same amount as in 2014 and 2015: \$455,255. Cataloging responsibilities and activities have evolved. For 2015, it was decided to include Overdrive titles in the count of titles cataloged; for 2016, Madison Public Library will take over the Authority Control tasks and linking support duties from SCLS staff. In addition, the Digital Content Workgroup of the Library Innovation Subcommittee has identified cataloging of digital content as a goal. Digital items may include e-books and other e-materials, including locally-focused content and Project Gutenberg titles. The impact of these assignments will be measured in 2016.