2022 AGREEMENT FOR CATALOGING SERVICES
Draft
BETWEEN THE
LIBRARY BOARD OF TRUSTEES OF THE
SOUTH CENTRAL LIBRARY SYSTEM AND THE
LIBRARY BOARD OF TRUSTEES OF THE CITY OF MADISON PUBLIC LIBRARY

THIS AGREEMENT is made this _____ day of _____, 2021 by and between the **Library Board of Trustees of the South Central Library System** (hereinafter referred to as "**SCLS**") and the **Library Board of Trustees of the City of Madison Public Library** (hereinafter referred to as "**MPL**").

W I T N E S S E T H:

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 supported-ILS members as described herein; and

WHEREAS, SCLS is authorized, pursuant to a certain Agreement to Participate in SCLS Technology Services (the "Participation Agreement"), between itself and the SCLS supported-ILS members as described in said Agreement, a true copy of which Participation Agreement is incorporated herein as Appendix A, to enter in agreements, in consultation with the SCLS 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 _____, 2021, SCLS has been authorized by the SCLS Board of Trustees to execute this Agreement; and

WHEREAS, on _____, 2021, 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, Library of Congress (LC), LCSH (LC Subject Headings), LCGFT (LC Genre Headings), CYAC (Children's and Young Adult Cataloging Program), NACO (Name Authority Cooperative Program), subject headings, genre headings, copy cataloging, 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 SCLS supported-ILS member libraries.

II. TERM OF AGREEMENT

The term of this Agreement shall begin January 1, 2022 and end (unless renewed in accordance with Article VI below) at 5:00 p.m. December 31, 2022.

III. SCOPE OF SERVICES

A. Through SCLS, the SCLS supported-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 Linking procedures and cataloging policies;

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 will provide the following:

1. MPL agrees to provide full MARC records for each brief bibliographical record entered into the database by a SCLS supported-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:

   a. MPL will use OCLC (member-contributed or LC) records for copy cataloging and provide original OCLC cataloging as needed;

   b. The OCLC symbol WIM reflects SCLS supported-ILS members;

   c. MPL will provide modifications to the OCLC records and original cataloging as specified in "Full MARC Cataloging Specifications", which is incorporated into this Agreement as Appendix C;

   d. MPL agrees to implement additional cataloging features as directed by the SCLS ILS Collection Maintenance Subcommittee (CMC). In case of disagreement between MPL and the CMC, the matter shall be referred to the SCLS ILS Committee in accordance with the "SCLS Reconsideration Policy" procedure (Appendix H). MPL, as the provider of this service, will have representation on the CMC. Such additional features will be reflected in the "Full MARC Cataloging Specifications", which is incorporated into this Agreement as Appendix C;

e. MPL will 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 (which shall nonetheless be provided within three (3) months unless otherwise agreed by SCLS), or items which do not meet the SCLS ILS Linking procedures and cataloging policies previously agreed upon for completeness of data entry (which shall not be processed by SCLS);

f. 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.

2. MPL will 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. It is mutually understood and acknowledged that regular cataloging of items meeting SCLS ILS standards takes precedence over correction of errors or discrepancies;

3. MPL will assist SCLS with linking support including notifying libraries of incorrect practices, cataloging training and revising linking manual procedures;

4. MPL will assist SCLS with testing software upgrades for Authority control and MARC cataloging modules in the ILS.

5. MPL will perform database maintenance tasks as specified in "Database Maintenance Tasks," which is incorporated into this Agreement as Appendix D. Database maintenance tasks will be mutually agreed upon by SCLS and MPL and changes will be reflected in Appendix D;

6. MPL will provide an accounting of activity during the contract term. Reports will be provided to the SCLS ILS Committee whose details are specified in "MPL Report of Cataloging and Database Maintenance Activities," which is incorporated into this Agreement as Appendix E. The intervals and contents of said reports will be mutually agreed upon by SCLS and MPL and changes will be reflected in Appendix E;

C. SCLS will provide the following:

1. SCLS will provide reports or data as reasonably required in order for MPL to provide the accounting of activity as specified in "MPL Report of Cataloging and Database Maintenance Activities," which is incorporated into this Agreement as Appendix E;

2. SCLS will provide reports of bibliographic records requiring cataloging and/or database maintenance as specified in "SCLS Cataloging and Database Maintenance Reports" which is incorporated into this Agreement as Appendix F. The intervals and contents of said reports will be mutually agreed upon by SCLS and MPL and changes will be reflected in Appendix F;

3. SCLS shall be responsible for ensuring that the commitments in Section III.A. are fulfilled in a timely manner by the SCLS supported-ILS members.

4. SCLS shall be responsible for enforcing ILS policies and for overseeing conflict resolution in accordance with the "SCLS Member Cooperation Policy" (Appendix H).

IV. PAYMENT

The fees for general cataloging services for 2022 is $404,255. Further pricing terms are set forth in Appendix G.

General cataloging services fees shall be apportioned to the SCLS supported-ILS members in accordance with the Agreement to Participate in SCLS Technology Services. The total amount will be collected by SCLS as part of the annual ILS payment from SCLS supported-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 applicable OCLC charges.

V. AMENDMENT

This Agreement may be amended at any time through a duly-executed amendment executed by each party. In addition, where an Appendix states that changes may be as mutually agreed, such changes will be considered effective if an authorized representative of each party confirms in writing (email is sufficient) that the change is agreed to. Generally, any amendments should be confirmed by action of the SCLS ILS Committee, and each party will not unreasonably withhold or delay its consent to an amendment or change recommended or adopted by the SCLS ILS 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 of each contract year 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 in this Agreement and its Appendices, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof; provided, for the avoidance of doubt, (i) the terms of the Participation Agreement incorporated in this Agreement as Appendix A are not modified or amended by the terms of this Agreement, and (ii) the Participation Agreement's terms shall apply to the parties and all services provided hereunder, and in the event of any conflict shall govern. 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.

SOUTH CENTRAL LIBRARY SYSTEM

_____
South Central Library System Board President Please print

_____
South Central Library System Board President Signature

Date Signed: _____

LIBRARY BOARD OF THE CITY OF MADISON PUBLIC LIBRARY

_____
Madison Public Library Board President Please print

_____
Madison Public Library Board President Signature

Date Signed: _____

Revised May 2021

Appendix A
Agreement to Participate in SCLS Technology Services

Appendix B
Materials that Receive MARC Cataloging

As set forth in the SCLS ILS Levels of Cataloging policy, which may be amended by the parties from time to time by mutual agreement:
http://www.scls.info/ils/policies/cat/levelsofcataloging-policy.html

Appendix C
Full MARC Cataloging Specifications

1. If an acceptable OCLC record is available, MPL will provide copy cataloging as follows:

    a. If an OCLC record with one of the following encoding levels is available:
        1. blank (Library of Congress full-level cataloging)
        2. Level 8, (Library of Congress pre-publication cataloging)
        3. Level I, (full level input by OCLC participants) or
        4. Level K (less than full level by OCLC participants)

        i. MPL will attach the WIM holdings symbol to the record and add it to the ILS database.
        ii. When available, records should have NACO (Name Authority Cooperative Program) established name headings.
        iii. Records should have LC Subject Headings (LCSH) (including approved subdivisions where appropriate).
        iv. Juvenile records should have Children's Subject Headings as approved by the LC CYAC (Children's and Young Adult Cataloging Program).
        v. LC Genre Headings (LCGFT), and/or appropriate LCSH headings (which have been adopted for use as genre headings) should be accepted or added to records in accordance with local practice as agreed upon by SCLS and MPL.
        vi. Series headings should be accepted or added in accordance with local practice as agreed upon by SCLS and MPL.
        vii. Appropriate notes should be accepted or added to facilitate keyword searching and to provide clarification.

    b. If an OCLC record with a lower encoding level (i.e. vendor-supplied/pre-publication record which doesn't fulfill the requirements above) is the only record available, MPL staff may, at their discretion:
        i. Attach the WIM holdings symbol to the record and add it to the ILS database, provided that the record has a matching author and title.
        ii. The fixed fields of the OCLC record will be corrected if necessary with the information at hand: fiction or non-fiction, adult or juvenile, date of publication, format (such as compact disc, digital audio player, DVD, Blu-ray, audiobook, recorded music, score, map, and electronic resources).
        iii. MPL will identify the Level 3 records in a manner mutually agreed upon by SCLS and MPL, so these records can be identified on the Monthly BSE Report provided to MPL by SCLS. MPL will re-search the records in OCLC after they appear on the Monthly BSE and overlay with an improved record when one is available.

c. For individual records, MPL will proof-read and edit as needed all entries for author, title, publisher/imprint, publication date, series, contents, notes, added entries, uniform titles, fixed fields, ISBN, ISSN, UPC, music publisher numbers, video numbers, and other standard numbers which may be present in or on an item.

d. MPL will check that all records conform to MARC cataloging standards. Records should meet cataloging standards as mutually agreed upon by SCLS and MPL.

2. If upon initial search of OCLC no matching record is found, MPL will identify the record in a manner mutually agreed upon by SCLS and MPL so the record can be identified on the Monthly BSE Report provided to MPL by SCLS. MPL will re-search the record in OCLC after it appears on the Monthly BSE report.

3. For all formats, if no OCLC record is available for six (6) weeks after the physical item has been received by the library, MPL will place a hold on the item and perform original cataloging.

4. Foreign language materials will be cataloged according to the ability and discretion of MPL staff.

5. 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 examined. In that case, the one week shall begin when the item is actually received.

Note: the parties may amend the above specifications from time to time by mutual agreement.

Appendix D
Database Maintenance Tasks

1. MPL will resolve problems reported by member libraries, including, but not limited to:

    a. Merging duplicate bibliographic records.

    b. Adding standard numbers (ISBNS, UPCs, ISSNs, or other data) to bibliographic records.

    c. Other cataloging errors related to bibliographic records.

    d. These problems are usually reported using one of the following forms: Report Duplicate Bib Records, Request to Add ISBNs or UPCs to Bib Records, Report Problems with Bib Records.

2. MPL will assist SCLS staff with database cleanup tasks as necessary and feasible, including, but not limited to:

    a. Bibliographic record cleanup due to a new library or libraries migrating data to the ILS database.

    b. Cataloging of unique items added by a new library or libraries when the library manually links items in the ILS database.

c. Editing bibliographic records to comply with current and new cataloging guidelines as directed by MPL and SCLS consensus or the SCLS ILS Collection Maintenance Subcommittee, provided that any material alterations must be mutually agreed by the parties.

3. MPL will serve as backup to SCLS staff as necessary and feasible to resolve authority control reports provided by SCLS.

Appendix E
MPL Report of Cataloging and Database Maintenance Activities

Cataloging Activity reports will be provided to the SCLS ILS Committee at its February meeting and will include the following data for the previous year: number of titles cataloged by format (print, serials, sound recordings, video recordings, software, and electronic) and the total number cataloged with OCLC copy and the total number cataloged with MPL-supplied original cataloging.

Appendix F
SCLS Cataloging and Database Maintenance Reports

1. Records entered by SCLS supported-ILS members each week will be reported to MPL on a day mutually agreed upon by SCLS and MPL;

2. Once a month, on a mutually agreed-upon date, SCLS will provide MPL with a report of all the records which are marked as needing additional cataloging, and which were entered into the ILS database 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 cataloger can inspect the item.

Appendix G
Annual Cataloging Fee

The SCLS budget for general cataloging services for 2022 will be $405,255.

Appendix H
SCLS Member Cooperation Policy and SCLS Reconsideration Policy

http://www.scls.info/committees/ac/SCLSmembercooperationPolicy.htm
http://www.scls.info/committees/documents/reconsideration_policy.pdf