

AGREEMENT FOR CATALOGING SERVICES FOR 2012

**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 _____, 2011, 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 a Shared Automated Resource System 2009, 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 Administrative Council, to provide needed services for such Shared Automated Resource 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 _____, 2011, SCLS has been authorized by the SCLS Board of Trustees to execute this Agreement; and

WHEREAS, on _____, 2011, 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), 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, 2012 and end at 5:00 p.m. December 31, 2012.

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, which standards have previously been agreed to by SCLS ILS members, including MPL. Records so entered each week will be reported to MPL the following Monday and Thursday, if such is a holiday, then the following regular business day of the term of this Agreement;
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 shelf location;
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;
8. SCLS shall be responsible for ensuring that these commitments are fulfilled in a timely manner by the SCLS ILS members.

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, 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 change the value in the TYPE field for brief records and EDITION field for acquisitions records to NOOCLC.
4. MPL will perform original cataloging for all formats as needed and as follows:
 - a) Provide LC subjects for non-fiction books, 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;

- e) 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.
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:
 - a) 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 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.
 6. MPL and SCLS will share OCLC training with each other and explore ways to effectively extend this training to member libraries as needed. SCLS reserves the right to send one automation staff person of its choice to WiLS/OCLC training sessions where two staff members are allowed to attend without additional cost.
 7. The OCLC symbol WIM reflects SCLS ILS members.
 8. 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.
 9. 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.
 10. MPL agrees to implement additional cataloging features as directed by the SCLS ILS Collection Maintenance Committee. In case of disagreement between MPL and the BSCC, the matter shall be referred to the SCLS ILS Committee.

IV. PAYMENT

The sum for general cataloging services for 2012 is \$466,298.98.

The sum for general cataloging services thus determined shall be apportioned to the SCLS ILS members in accordance with the Agreement to Participate in a Shared Automated Resources System. 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.

VI. AMENDMENT & TERMINATION

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.

Either party may terminate this Agreement on December 31 of any contract year upon ninety (90) days written notice, by registered or certified mail, to the other. For this purpose, SCLS's representative shall be:

System Director
South Central Library System
4610 South Biltmore Lane
Madison, WI 53718

MPL's representative shall be:

Director
Madison Public Library
201 W. Mifflin Street
Madison, WI 53703

Before such termination notice is sent, however, the parties agree that they will undertake good faith discussions and negotiations in order to resolve the situation which gives rise to the intention to file such termination notice.

VII. 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 during the final year of the existing Agreement.

VIII. 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.

IX. GOVERNING LAW

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

X. 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.

XII. 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 Director

Date Signed: _____

WITNESS:

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

Library Board President

Date Signed: _____

Appendix A

Agreement to Participate in a Shared Automated Resources System (with addendum)

Appendix B

Materials that Receive MARC Cataloging

- I. The following are the material types that will receive full OCLC MARC cataloging in the database. These will be fully searchable in the public access catalog by all available access points.

all adult, juvenile, and young adult fiction and non-fiction hardcover books; large print books; all adult, juvenile, and young adult non-fiction paperbacks; all adult, juvenile, and young adult fiction paperbacks which cannot be linked to a hardcover record; Cliff's Notes or other literature notes; all sound recordings, except music cassettes; all book/sound recording kits; all scores; all software; all DVD video recordings; all serials.

- II. Permanent BSE or generic records will be created for the following material types. Permanent BSE records will provide limited access to items in the public access catalog. Generic records do not provide title access in the public access catalog. The decision as to how the following material types will be represented in the catalog may be decided on a local basis.

equipment; children's toys; art prints; rental items; vertical file items; local material; government documents; film strips; 45 rpm recordings; music cassettes; telephone books; movie scripts; and VHS video recordings. Advertising materials and foreign language materials will be cataloged at MPL's discretion.

- III. Web resources and other digital resources will be cataloged in accordance with the SCLS ILS "Cataloging Web Sites Selection Policy" which is incorporated into this Agreement as Appendix C.

Appendix C

SCLS ILS Cataloging Web Sites Selection Policy