Addendum D: Courier Services

This Addendum D ("Addendum") is incorporated into the MSL Cooperative Services Agreement between the Montana State Library (MSL) and the Participating Library. This Addendum is a service-specific agreement under the umbrella Agreement and is subject to all terms and conditions of the Agreement, including but not limited to provisions on confidentiality of library records, data sharing and security, governance, term, termination, indemnification, and dispute resolution.

Purpose and Service Description

The purpose of this Addendum is to document the Participating Library's participation in the statewide courier service administered by MSL to support physical resource sharing among Montana libraries.

Under a statewide contract between MSL and a third-party vendor, courier services provide regular transport of library materials between participating locations using standardized courier crates and schedules established in coordination with MSL.

Term and Participation

1. This Addendum becomes effective upon execution by both parties and automatically renews in alignment with the term and any renewals of the statewide courier vendor contract, unless terminated under this Addendum or the Agreement.
2. Any library may participate by executing this Addendum and providing at least ninety (90) days' written notice to MSL prior to the desired start date, to allow coordination with the vendor and routing.
3. The Participating Library may select an available delivery frequency in consultation with and approval by MSL and the vendor. MSL maintains the list of participating libraries and associated delivery frequencies and may recommend changes based on shipping volume and overall route efficiency.

Participation and Responsibilities

MSL Responsibilities

1. Serve as the central administrator for the statewide courier service, including procurement, contract management, and performance oversight of the courier vendor.
2. Maintain the official list of participating libraries, delivery locations, and scheduled delivery frequencies, and communicate any material changes to participating libraries.
3. Establish and update standard courier procedures and materials (including crate specifications, labeling practices, and basic handling expectations) and provide those standards to participating libraries.

4. Maintain system-level access to the vendor's tracking/manifest system and use that data for statewide reporting, planning, and evaluation; upon request, MSL may provide reports to individual participating libraries based on available data.
5. Review the distribution plan annually and make suggested changes to individual libraries or sharing groups.
6. Serve as the primary point of contact for contract-level and system-wide issues with the vendor, including recurring performance concerns and loss/damage claims reported by participating libraries.

Participating Library Responsibilities

1. Implement courier services in accordance with MSL's current courier standards and procedures, including use of MSL-approved crates, labels, and local handling practices for pickups and deliveries.
2. Provide and maintain an accessible location and local workflow for courier pickups and deliveries during the agreed-upon delivery window, and ensure staff are available to receive and dispatch materials.
3. Coordinate with MSL before requesting changes to delivery frequency, distribution plans, or other material aspects of service that may affect routing or costs.
4. Use the vendor's portal or tools to view tracking information for its own shipments as needed, and follow MSL's process for reporting persistent service problems or suspected courier-related loss or damage.
5. Use courier services on a consistent, regular basis consistent with program expectations.
6. Follow any applicable rules within the sharing group's policies.

Financial Responsibilities

1. Courier charges are negotiated under the statewide vendor contract by MSL and may be updated periodically. MSL will communicate any changes to the applicable pricing structure and effective dates to participating libraries.
2. The vendor issues monthly invoices that identify the charges attributable to each participating library. The Participating Library is responsible for paying its courier charges directly to the vendor upon receipt of invoice and within the time stated on the invoice.
3. If the Participating Library fails to pay its courier invoice(s) in full within sixty (60) days of the invoice date, participation in courier services may be suspended until payment is brought current, consistent with the vendor contract and MSL direction.
4. MSL is not the fiscal agent for this service and is not responsible for paying or guaranteeing the Participating Library's courier obligations to the vendor.

Materials, Crates, and Loss/Damage

1. Participating libraries shall use standard courier crates that conform to the size and weight parameters established under the statewide contract or by MSL.

2. Crates are owned by MSL. The Participating Library is responsible for exercising reasonable care in local use and for replacing crates that are lost or damaged due to local use, following procedures and cost recovery directions provided by MSL.
3. Items and crates are considered in the vendor's custody while in transit, being picked up or delivered, or being sorted by the vendor. Where loss or damage occurs during that time and is attributable to the vendor, reimbursement is addressed under the vendor contract.
4. The Participating Library will promptly report suspected courier-related loss or damage to MSL using the process identified in MSL's courier procedures, so MSL can coordinate with the vendor.

Communication, Suspension, and Termination

1. A Participating Library may terminate its participation in this addendum under the umbrella Agreement's general termination procedures. The Participating Library must provide written notice to MSL at least six (6) months prior to the end of the current fiscal year for the termination to be effective at the end of that fiscal year. Termination of participation in this addendum does not automatically terminate the Participating Library's participation in other MSL cooperative services unless explicitly stated.
2. MSL will coordinate system-wide courier communications and notify participating libraries of route or schedule changes and other significant service modifications affecting multiple locations.
3. MSL may direct the vendor to suspend or terminate courier service to the Participating Library for non-payment under *Financial Responsibilities*, or for repeated, material non-compliance with courier procedures after reasonable notice and an opportunity to correct.
4. If the statewide courier vendor contract is terminated or not renewed, MSL will notify participating libraries as early as practicable and will make reasonable efforts to continue offering a courier option through subsequent procurement; this Addendum will be interpreted in a manner consistent with any successor vendor arrangement.

Hold Harmless

The indemnification provisions of the MSL Cooperative Services Agreement apply to this Addendum.