

## **Montana Libraries Courier Service Agreement with Critelli Couriers**

### **1. Parties**

This agreement is between Montana Libraries (libraries) located at Butte-Silver Bow Public Library et al. 226 W. Broadway St. Butte, MT 59701 (phone 723-3361 x 6301) as indicated in the Addenda attachments and Critelli Couriers (courier) located at 1901 S. Franklin St. Butte, MT 59701(phone 406-782-4340). Billing address is 5075 US Hwy 312, Billings MT 59105.

### **2. Effective Date, Duration, and Rates**

The term is effective January 17th 2012. The agreement remains in effect until one or all parties dissolves the service agreement. The master agreement will be in effect until canceled by the libraries or the courier with thirty days prior notice. Individual libraries may discontinue or add service to the courier service without effecting the original master agreement. New libraries may modify service days and existing courier libraries may add or delete days for stops with two weeks notice to the courier.

All supplies and containers will be provided by the libraries and will be uniform in nature. The courier will provide sorting at the Butte and/or Billings locations as needed.

The courier will charge twenty dollars (20) for each stop as scheduled in the Addenda for the participating libraries. A stop may include drop off and/or pick up. A three(3) dollar surcharge per crate will be added for more than five (5) crates picked up at one location at one time.

Libraries will have a designated location in their buildings that the courier has easy access to for service. There will be a set time for service within a two hour range for pick up/drop off. Each library will pack crates according to the methods established by the courier and libraries.

Payment will be net 30 days. Libraries will provide billing addresses to the courier. The courier will direct bill libraries for service.

### **3. Notification and Communication**

The courier will communicate delivery issues via email contact (individual or list serv). The libraries will use the courier service list-serve to address delivery issues, missing items and courier concerns. Repeated service issues will be documented and provided to the Butte-Silver Bow Public Library who will act as contact representative to the courier. **Individual library issues can be addressed to the driver or the service manager at the courier's Butte office (Rheannon) 406-782-4340 and for billing issues(Kathy) in the Billings office 406-254-1761.**

### **4. Hold harmless/indemnification**

The courier agrees to protect, defend, and save the State, its elected and appointed officials, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any character, including the cost of defense thereof, arising in favor of the courier's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from acts or omissions of the courier and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

### **5. Required insurance**

The courier will maintain commercial insurance, including general liability, automobile liability and workers' compensation insurance. The courier will provide certificates of insurance to the Butte-Silver Bow Library as the agent for the libraries in this agreement.

\_\_\_\_\_  
Critelli Couriers                      date

\_\_\_\_\_  
Montana Library                      date

Library Courier Service Agreement Addendum  
Number \_\_\_\_\_

Date of agreement \_\_\_\_\_

Start date of service \_\_\_\_\_

The \_\_\_\_\_ Library will agree to service from Critelli Couriers on  
\_\_\_\_\_ each week for the cost of twenty dollars per stop.

Billable monthly on a net thirty days.

The pick up time will be between \_\_\_\_\_.

The delivery address is \_\_\_\_\_.

The billing address is \_\_\_\_\_.

The main library contact person is \_\_\_\_\_  
contact information \_\_\_\_\_

The secondary contact person is \_\_\_\_\_  
contact information \_\_\_\_\_

Will this Library will require sorting at the Butte or Billings location?    No    Yes

Signed:

\_\_\_\_\_  
Library Director  
date:

\_\_\_\_\_  
Critelli Couriers  
date: