

# Cooperative Agreement 1973

THE BOARD OF TRUSTEES OF HIGH SCHOOL DISTRICT NO. 1 AND ELEMENTARY DISTRICT NO. 159 AND THE BOARD OF TRUSTEES OF THE WINNETT PUBLIC LIBRARY AGREE THAT AS OF JULY 1, 1973 THEY WILL CO-OPERATE TO ESTABLISH AND MAINTAIN A JOINT SCHOOL - PUBLIC LIBRARY FACILITY. THIS FACILITY SHALL BE HOUSED IN THE NEW ELEMENTARY SCHOOL BUILDING AND SHALL BE FOR THE USE OF ALL RESIDENTS OF PETROLEUM COUNTY.

THESE BOARDS AGREE TO THE ADOPTION OF THE FOLLOWING GENERAL POLICIES AND PROCEDURES.

s/ Burton B. Bevis  
Chairman, Board of Trustees, High school  
District No. 1 and Elementary Dist. No. 159

s/ Gunda M. Shaw  
Chairman, Winnett Public Library Board

s/ Robert Weingart  
Chairman, Petroleum County Board of  
Commissioners

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SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT, dated the 1<sup>st</sup> day of April, 1985, by and between the Board of Trustees of High School District No. 1 and Elementary District No. 159 and the Board of Trustees of the Petroleum County Public Library, all of Winnett, Montana.

R E C I T A L S :

On July 1, 1973, the parties to this Supplementary Agreement entered into a written agreement to establish and maintain a joint school and public library facility. This facility was to be housed in the new elementary school building located in Winnett, Montana, and was to be established for the use and benefit of all residents of Petroleum County.

Pursuant to this agreement, the joint library was established and has been maintained since that time with mutual benefits to all parties concerned.

It is the purpose of this Supplementary Agreement to expand upon the provisions of the July 1, 1973, agreement and more fully comply with the requirements of §7-11-105, Montana Codes Annotated, regarding the requirements for interlocal agreements. The parties agree that the joint library has functioned well since its establishment. In entering into this Supplementary Agreement it is not their intention to change the basic organizational structure, but only to expand upon the provisions of the original written agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Recitals set forth above are by this reference

incorporated herein.

2. The parties have entered into this Agreement because they recognize the fact that Petroleum County is sparsely populated, and they believe they can best serve the schools and the community by combining their resources in one central facility.

3. The joint school and public library shall continue in existence as long as mutually agreed upon by the parties to this Agreement and shall be known as the "Petroleum County Community Library." It shall be governed cooperatively, with the school trustees maintaining responsibility for school library requirements and the public library trustees being responsible for maintaining public library standards.

4. A joint school-library advisory committee, consisting of a member of the school Board, the school Superintendent and the Chairman and Vice Chairman of the public library Board of Trustees, shall be established. The librarians from the elementary school, the high school and the public library shall be ex-officio, non-voting consultants to this advisory committee. This committee shall recommend policies, review finances and act as a grievance committee to hear and arbitrate any disputes arising between the schools and the public library.

If either party should desire to terminate the cooperative library venture, the committee shall act as a board of arbitration and attempt to resolve the problems. If the problems cannot be resolved, the committee shall give reasonable public notice, through publication and posting in public places, of its intent to rescind this cooperative library agreement. Three (3) months after the first publication of

the notice, it shall hold a public hearing to review the problems. If agreement has not been reached within 90 days after the hearing, the parties to this Agreement shall take the necessary steps to terminate the Petroleum County Community Library.

5. The community library shall be financed by the regular sources of revenue available to school and public libraries, with each party paying its own expenses and maintaining its own records of purchases and inventory. Real property acquired by either party shall remain the property of that party but may be used jointly for community library purposes.

6. In the event of termination of this Agreement and discontinuance of the joint community library, each of the parties shall be entitled to that property which it originally contributed.

7. Except as amended and clarified by this Supplementary Agreement, all of the terms, conditions and provisions of the July 1, 1973, agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF TRUSTEES FOR HIGH SCHOOL  
DISTRICT NO. 1 and ELEMENTARY  
DISTRICT NO. 159

BY *Clinton V. Arthur*  
Chairman

APPROVED:

PETROLEUM COUNTY BOARD OF  
COMMISSIONERS

BY *Brendan J. Murphy*  
Chairman

PETROLEUM COUNTY PUBLIC  
LIBRARY TRUSTEES

BY *Debra M. Rungis*  
Chairman

# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Petroleum County Public Library  
(library name)

qualifies as a "public library"  
formed under either Title 7 or  
MCA § 22-1-303 through 22-1-317

Attached is the legal documentation  
establishing our library under the above.

Joe L. Whisonand  
Library Board Chairperson

Nancy G. Feenburg  
Library Director

November 10, 1997  
Date

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District No. 1 and Elementary Dist. No. 159

s/ Gunda M. Shaw  
Chairman, Winnett Public Library Board

s/ Robert Weingart  
Chairman, Petroleum County Board of  
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BOARD OF TRUSTEES FOR HIGH SCHOOL  
DISTRICT NO. 1 and ELEMENTARY  
DISTRICT NO. 159

BY Clinton V. Arthur  
Chairman

APPROVED:

PETROLEUM COUNTY BOARD OF  
COMMISSIONERS

BY Brendan J. Imyhy  
Chairman

PETROLEUM COUNTY PUBLIC  
LIBRARY TRUSTEES

BY Helene M. Rungis  
Chairman