

AGREEMENT

THIS AGREEMENT, made this 10th day of June, 1981, by and between BIG HORN COUNTY by the Big Horn County Commissioners, and the CITY OF HARDIN, a municipal corporation by its Mayor, Jeffrey E. Roberts.

WHEREAS, there is and has been in operation the Plan for Consolidation of Law Enforcement Services of the City of Hardin and Big Horn County, and

WHEREAS, such plan provides that law enforcement services for the City of Hardin shall be provided by Big Horn County, and,

WHEREAS, the parties have heretofore been involved in a dispute as to the interpretation of said plan of consolidation, and,

WHEREAS, said dispute has been the subject of litigation in Cause No. DV.-79-64, Big Horn County vs. City of Hardin, in the District Court of the Thirteenth Judicial District of the State of Montana in and for the County of Big Horn, which action has been settled by a stipulated judgment of the Court dated the 13th of June, 1980, and,

WHEREAS, the parties desire to incorporate the terms of said plan for consolidation, said stipulated judgment, and other agreements, covenants, and promises between the parties into this agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the City of Hardin and Big Horn County agree as follows:

1. The parties shall comply with and be bound by the terms and conditions of the order of the Court referred to above and dated the 13th day of June, 1980, which terms and conditions are set forth as follows:

- A. For fiscal year 1978-1979 the city of Hardin shall pay to Big Horn County for providing law enforcement services to the City of Hardin pursuant to the Plan for Consolidation of Law Enforcement Services of the City of Hardin and Big Horn County, Montana (the "Plan") the sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars.

B. The following amounts shall be paid by the City of Hardin to Big Horn County for providing law enforcement services pursuant to the Plan for fiscal year 1979-1980.

1. An amount equal to the dollar value of $32\frac{1}{2}$ mills of taxable valuation of all property subject to taxation by the City of Hardin for fiscal year 1979-1980 as determined by the statutes and laws of the State of Montana.
2. The amount of the license tax on liquor which pursuant to the statutes and laws of the State of Montana would be apportioned to the City of Hardin for fiscal year 1979-1980.
3. The entire amount of any fines collected by and bonds forfeited to the City of Hardin during said fiscal year for the violation of any municipal ordinances.

C. The City of Hardin guarantees the equivalent dollar value of $32\frac{1}{2}$ mills in paragraph B above shall not be less than \$3,095.00. Should the value of a mill for fiscal year 1979-1980 be less than \$3,095.00, then the City of Hardin shall pay to Big Horn County such sum necessary to make up any deficiency in payment.

D. For the purpose of giving notice by the City of Hardin to Big Horn County as provided for in Section 8 of the plan, the City of Hardin may specify its desires for law enforcement services to be provided by Big Horn County by specifying a dollar sum or a dollar equivalent of a certain number of mills of taxable valuation which it is willing to expend for police protection for any fiscal year subsequent to fiscal year 1979-1980. Such figure shall be deemed satisfactory for purposes of Section 8 of the Plan of Consolidation, and the City of Hardin will not be required to specify the specific number of officers it desires for police protection.

E. The court determines that the terms of the negotiation and settlement between the City and the County herein ordered pursuant to the stipulation of the parties is appropriate under the plan for consolidation.

2. For fiscal year 1981-1982 the City of Hardin shall pay to Big Horn County for providing law enforcement services to the City of Hardin pursuant to the plan for consolidation the following:

- a. An amount equal to the dollar value of $32\frac{1}{2}$ mills of taxable evaluation of all property subject to taxation by the City of Hardin for said fiscal year as determined by the statutes and laws of the State of Montana.
- b. The entire amount of any fines collected by and bonds forfeited to the City of Hardin during said fiscal year for the violation of any municipal ordinances.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this agreement the day and year first above written.

BIG HORN COUNTY

By *Adam Seader*
ADAM SEADER, Chairman of Big Horn
County Commissioners

CITY OF HARDIN

BY *Jeff E. Roberts*
JEFFREY E. ROBERTS, Mayor of the
City of Hardin

STATE OF MONTANA)
 ss.
County of Big Horn)

ADAM SEADER, being first duly sworn, upon oath, deposes and says:

That he has read the foregoing and that the facts and matters contained therein are true, accurate, and complete to the best of his knowledge and belief.

Adam Seader

Subscribed and sworn to before me this 10th day of June 1981.

Theodore J. Swann
Notary Public for the State of Mt.
Residing at Hardin, Montana
My commission exp. 12-1-83

STATE OF MONTANA)
 ss.
County of Big Horn)

JEFFREY E. ROBERTS, being first duly sworn, upon oath, deposes and says:

That he has read the foregoing and that the facts and matters contained therein are true, accurate, and complete to the best of his knowledge and belief.

Jeff E. Roberts

Subscribed and sworn to before me this 10th day of June 1981.

Nancy L. Young
Notary Public for the State of Mt.
Residing at Hardin, Montana 59034
My commission exp. 11-9-83