

THIS AGREEMENT, made and entered into this 24th day of June, 1985, by and between the CITY OF HARDIN, MONTANA, a municipal corporation, hereinafter referred to as "City", and the COUNTY OF BIG HORN, a political subdivision of the State of Montana, hereinafter referred to as "County";

WITNESSETH

WHEREAS, the County possesses adequate physical facilities for the operation of a Justice Court and a City Court; and

WHEREAS, the parties desire to provide flexible and efficient utilization of facilities, clerical staff, supplies, materials, and equipment in the operation of of their respective court systems; and

WHEREAS, the City desires to utilize certain services provided by the County in the operation of the City Court;

NOW, THEREFORE, pursuant to the Montana Interlocal Cooperation Act, Chapter 82, Montana Laws of 1967, as amended, and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

I. SERVICES

The County shall provide to the City the service of furnishing adequate physical facilities, clerical staff, supplies, materials, and equipment, and the additional service of the procurement of witnesses, jurors, and legal counsel for indigent defendants, which shall be necessary for and attributable to the operation of the City Court.

II. COMPENSATION

The City shall compensate the County for services provided pursuant to Section one of this Agreement by paying to the County a sum equal in amount to the sum of any and all revenue which shall accrue to the City pursuant to the provisions of Senate Bill Number 116, 49th Legislature, Chapter 719, Montana Laws of 1985. Compensation required by this Section of this Agreement shall be paid monthly and shall be due and payable ten (10) days after receipt, by the treasurer of the City, of revenue accruing to the City pursuant to the provisions of the legislation identified above. The obligation of the City, set forth in this Section of this Agreement, shall be in addition to and separate from any other lawful obligation of the City incurred in the operation

of the City Court including, but not limited to, payment of the expense of training and certification of and the salary of a City Magistrate.

III. ADMINISTRATION

The County and the appropriate elected officials, employees, or agents thereof shall be responsible for the proper administration of all services provided to the City pursuant to Section One of this Agreement including the responsibility of preparing a budget therefor.

IV. PROPERTY

Any and all property of any type or character acquired, leased, rented, or otherwise held which is currently used or which may be used in the operation of the respective court systems of the parties shall by acquired, leased, rented, or held by the County.

V. EFFECTIVE DATE

This Agreement shall be effective after approval hereof by the Attorney General of the State of Montana, as required by Section 7-11-106, M.C.A., 1983, and upon proper filing hereof with the Clerk and Recorder of Big Horn County, Montana, and with the Secretary of State of the State of Montana, as required by Section 7-11-107, M.C.A., 1983.

VI. DURATION

This Agreement, as written, shall be deemed automatically renewed at the commencement of any fiscal year unless terminated or modified.

VII. TERMINATION

This agreement shall be subject to termination by either or both parties, acting separately or jointly, with or without cause or reason, upon written notice communicated to the other party at least sixty (60) days prior to the end of the fiscal year in which termination of this Agreement is sought. Termination of this Agreement shall be effective upon the end of the fiscal year in which termination of this Agreement is sought.

VIII. MODIFICATION

This Agreement shall be subject to modification upon the mutual consent of the parties. Any modification of this Agreement shall be expressed in writing and shall be completed no less than forty-five (45) days prior to the beginning of the next fiscal year.

IX. SOLE AGREEMENT

This Agreement, as written, constitutes the sole agreement between the parties and no other agreement, representation, or statement, oral or written, shall have any effect whatsoever.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement upon the day, month, and year first above written.

BIG HORN COUNTY, MONTANA

by: Ed A. Miller
ED A. MILLER, Chairman of the
Board of County Commissioners,
Big Horn County, Montana.

ATTEST: Joyce Libpert
JOYCE LIBPERT
Clerk and Recorder of
Big Horn County, Montana

CITY OF HARDIN, MONTANA

by: Henry Hochhalter
HENRY HOCHHALTER, Mayor of the
City of Hardin, Montana

ATTEST: Nancy L. Young
NANCY YOUNG
Clerk of the City of
Hardin, Montana