

A

PLAN FOR CONSOLIDATION

OF

LAW ENFORCEMENT SERVICES

OF

THE CITY OF HARDIN

AND

BIG HORN COUNTY

A joint report of City of Hardin and Big Horn County  
Local Government Study Commissions.

Members of Co-operating Study Commissions:

City of Hardin:

Dorcas Halverson, Chairman  
Marion Carper  
Clarence T. Belue

Big Horn County:

Henry S. Ruegamer, Chairman  
George Miller  
E. W. McLean

EXPLANATION OF NEED FOR CONSOLIDATION OF LAW  
ENFORCEMENT

Consolidation of law enforcement services of the City of Hardin and Big Horn County is needed for:

1. ECONOMY. Economize by joining:
  - a. Jail facilities.
  - b. Police records.
  - c. Radio dispatch facilities.
  - d. Administrative personnel.
  - e. Administrative facilities.
  - f. Police equipment.
2. EFFICIENCY. Increase efficiency by:
  - a. Ending the confusion, duplication of effort, and hazards of the present system whereby both police and sheriff investigate felonies committed in the city.
  - b. Eliminating any incidents of lack of communications, coordination, cooperation or conflict between the two existing agencies.
  - c. Decreasing the number of law enforcement jurisdictions within Big Horn County.
3. EXPERT PERSONNEL.

Provide a law enforcement agency large enough to obtain or train expert personnel in areas of law enforcements such as narcotics, evidence, homicide and theft.
4. FLEXIBILITY.

Provide flexibility in the use of manpower to meet law enforcement needs within the city and county.



county to the city shall be on the basis of no less than seven law enforcement officers assigned to such duties and working such hours as assigned by the sheriff, so as to provide the city with adequate 24 hour per day police protection. A law enforcement officer shall be defined as the sheriff, under-sheriff or any deputy.

COMMENT. This provision outlines the obligation of the sheriff to provide law enforcement protection for the City of Hardin both in terms of quantity and quality.

Section 3. The Chief of Police of Hardin, and the six patrolmen with highest seniority shall be automatically transferred to and become employees of the sheriff's department at salary levels no less than that of deputy sheriff. Any other personnel of the Hardin police department shall be given first opportunity, based on years of continuous police service, to be employed as deputy sheriffs, dispatchers or other positions as may be needed to staff the Sheriff's Department. No other applicants can be considered for either a period of one year or until all former city police personnel have been offered positions, unless the new positions require qualifications which no former police department employee possesses.

COMMENT. This provision provides the method whereby city police personnel will be transferred and reassigned or otherwise treated. It is designed to assure that police officers of the Hardin City Police Department shall become officers of the sheriff's department with no decrease in salary. The provision for other personnel of the Hardin Police Department refers primarily to dispatchers, but is designed to cover any other employees. This provision does not guarantee their transfer but does give them a preference in the event the sheriff hires persons for similar positions.

Section 4. Transferred police force personnel shall retain all earned seniority, which seniority shall be considered in calculating seniority in the county sheriff's department. All police personnel being transferred shall continue to have the rights, privileges, benefits, obligations and status earned with respect to the pension or retirement systems of the city. In the event of termination of this agreement, transferred personnel shall maintain all previously earned county and city benefits.

COMMENT. This provision guarantees that the Hardin Police personnel transferred to the Sheriff's department will not lose any of the fringe benefits they presently enjoy.

Section 5. As soon as practicable all city and county equipment, including communications, physical plant, jail, and other related law enforcement operations equipment shall be unified and transferred to the office of the Sheriff of the county.

COMMENT. This provision provides the method for an orderly transfer of the equipment and other property of the Hardin Police Department to the Sheriff's Department.

Section 6. The county shall execute a receipt for the law enforcement equipment owned by the city and delivered to the Sheriff of the county. The county law enforcement officers may use said equipment in their law enforcement activities. Said equipment may be sold or otherwise disposed of as county property at the discretion of the county commissioners. The county shall be responsible for the maintenance and repair of such law enforcement equipment and shall account to the city on or before

May 15, of 1978 of the sale or other disposition of said property. In the event this agreement is terminated, the county shall deliver and transfer to the city law enforcement equipment of equal quantity and quality to that delivered to the county as required above.

COMMENT. This provision provides a method whereby the city will obtain law enforcement equipment and property equal to that given to the county at the commencement of this agreement, in the event that this transfer agreement is terminated.

Section 7. The city shall be responsible for reimbursing the county for law enforcement services provided during the 1978 fiscal year. Payment shall be made in equal monthly installments beginning on July 1, 1977. For the purpose of calculating the city's proportion of the costs, one law enforcement officer shall be the base. The county shall provide the city with seven law enforcement officers, compared with six law enforcement officers for the county. Therefore, the city shall reimburse the county seven-thirteenths (7/13) of the budget costs required in the county for the fiscal year 1978. Whenever the number of officers for the city or county is changed the reimbursement rates shall change accordingly.

COMMENT. This provision is designed to provide a method for financing the police coverage for the City on an equitable basis. The underlying assumption is that both the City and the County ought to pay that proportion of the Sheriff's budget equal to the proportion of the total number of law enforcement officers providing law enforcement services for the governmental unit.

Section 8. The city may increase or decrease unilaterally the number of officers it desires for police protection by giving notice to the county at the time this agreement is renewed prior to the commencement of any fiscal year.

COMMENT. This provision is designed to further clarify and implement the method whereby the county or city may vary its law enforcement coverage according to its needs.

Section 9. The rendition of service described in this agreement, the standards of performance of such services and the control of personnel so employed, shall remain with the county.

COMMENT. This provision further clarifies the plan by this proposal whereby the County shall provide law enforcement services not only for itself, but for the City of Hardin.

Section 10. The question of consolidation of law enforcement service will appear on the ballot, November 2, 1976 in the following manner:

"Shall the plan for consolidation of law enforcement services proposed in the reports of the City of Hardin and Big Horn County local government study commissions be adopted?"

YES

NO

Section 11. The affirmative vote of a simple majority of those voting on the question shall be required for adoption of this plan for consolidation of law enforcement services. In the event of approval, this plan may be amended or terminated only by a referendum approved by a majority of electors voting on the question.

COMMENT. This provision complies with the statutory mandate that the proposal provide the form for the ballot upon the question of consolidation of police services.