

RESOLUTION AGREEMENT

WHEREAS, in accordance with § 20-9-212, MCA, the County Treasurer is generally the custodian of school district funds; and

WHEREAS, § 20-9-235, MCA, and ARM Title 10, Chapter 10, Subpart 6, authorizes the trustees of a school district to “establish investment accounts and...transfer into the accounts all or a portion of any of its budgeted or nonbudgeted funds,” and expend the funds “from a subsidiary checking account” under conditions set forth in the statute; and

WHEREAS, the Board of Trustees of the Browning School District has resolved to establish one or more investment accounts and to transfer all school district funds into the established accounts, and has informed the Glacier County Treasurer of its intent and has requested a transfer of all school funds; and

WHEREAS, there was some dispute and disagreement as to the timing of the transfer, and the exact amount to be transferred, resulting in initiation by the Browning School District of Cause No. DV 19-46 in the Montana Ninth Judicial District in and for Glacier County, Montana, seeking various remedies; and

WHEREAS, the parties have since agreed upon a mutually beneficial resolution to the above disputes and disagreements, as set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. **PARTIES:** The parties to this agreement are the Board of Trustees of the Browning School District (hereinafter “the School District”) and the Glacier County Treasurer (hereinafter “the County Treasurer”).

2. **COUNTY TREASURER’S AGREEMENT:** The County Treasurer agrees to:

(a) make payment to the School District in the amount of \$1,662,302.22, on or before October 30, 2020; and

(b) stipulate to dismissal of Glacier County Cause No. DV 19-46.

3. **SCHOOL DISTRICT’S AGREEMENT:** The School District agrees to:

(a) Accept the sum of \$1,662,302.22 as full payment of the amounts owed the School District by the Treasurer, subject to the terms and conditions set forth herein; and

(b) stipulate to dismissal of Glacier County Cause No. DV 19-46.

4. **FUTURE ADJUSTMENTS:** Based upon agreement of both parties that articulable and documented evidence is presented supporting a **conclusion** that the above-referenced payment of \$1,662,302.22 was incorrect in that the School District was owed more or less than that amount, the parties agree to make necessary adjustments correcting the amount of funding being received by the School District. This may involve additional payments made by the County Treasurer, or a refund by the School District of a portion of the amount received from the County Treasurer. Such adjustments shall be made by making payment within 30 days of the parties' agreement that an adjustment is necessary. The parties agree further that if no discrepancies are discovered by either party prior to **December 30, 2020** the sum of \$1,662,302.22 shall be considered by the parties to constitute full and final payment, and no further adjustments will be required after that date.

5. **INDEMNIFICATION:** Each party hereby agrees to indemnify the other in relation to third-party claims or lawsuits arising from or related to the establishment by the School District of investment accounts in accordance with § 20-9-235, MCA, and the corresponding transfer of school district funding by the County Treasurer to the School District. Such indemnification shall be limited to liability, damages, costs, and/or attorney fees directly resulting from intentional or negligent acts or omissions of a party in relation to the transfer of funds and subsequent potential adjustments contemplated herein.

6. **NO ADMISSION OF FAULT OR VIOLATION:** The parties agree that the purpose of this agreement is to resolve a disputed claim, and by entering into this agreement each party agrees that the other party's signature on this document shall not be construed to be an admission of fault or wrongdoing, or an admission of violation of any state or federal statute, rule, or regulation.

7. **ENFORCEMENT AND VENUE:** This agreement shall be interpreted and enforced in accordance with the laws of the State of Montana, and proper venue for interpretation and/or enforcement of this agreement shall be in the Montana Ninth Judicial District in and for Glacier County, Montana.

IN WITNESS WHEREOF:

Glacier County Treasurer

Date: _____

Browning School District

Date: _____