

**MEMORANDUM OF UNDERSTANDING FOR SHARING OF  
GIS DATA AND SERVICES**

This Memorandum of Understanding for Sharing of GIS Data and Services (Agreement) is entered into between YELLOWSTONE COUNTY (COUNTY) and the CITY OF BILLINGS (CITY) on this \_\_\_\_ day of September 2024.

**WHEREAS**, CITY and COUNTY desire to continue to develop, share and integrate geographic information systems (GIS) data and services to improve the planning and management processes of CITY and COUNTY departments and infrastructure, including dispatch operations of the 911 Center.

**THEREFORE**, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

1. Term. This Agreement shall begin on October 1, 2024 and shall last for five fiscal years, ending on June 30, 2029. The parties may mutually agree, in writing, to terminate this deal at any time. Further, either party may terminate this Agreement unilaterally with written notice of at least 90 days.
2. Compensation. In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY \$40,000 for the 2024-2025 fiscal year. The amount of compensation paid by CITY to COUNTY shall increase 3% each year. For the first year of the Agreement, covering the remainder of the 2024-2025 fiscal year, CITY shall pay COUNTY a prorated amount of \$30,896 due on October 1, 2024. The remaining payments shall be made annually, at the start of each fiscal year.
3. COUNTY shall provide CITY with the following GIS data and services along with associated metadata if applicable:
  - City limits;
  - Zoning;
  - Preliminary subdivision reviews;
  - Cadastral;
  - Fire Districts, those opting out, and yearly audits;
  - Wards, legislative boundaries;
  - Landmark features;
  - Address points;
  - Preliminary address points;
  - Documentation and coordination with CITY address coordinators;

- Road lines and address ranges, other attributes including Alternate Names Table;
  - Driveways;
  - Mile markers;
  - Zip code areas;
  - Cell towers;
  - Irrigation and drain ditches and districts;
  - Levy all RSID, school and other jurisdictional boundaries;
  - AVL application data maintenance for Sheriff's station at 911 Center;
  - Updated wall maps to 911 Center whenever changes are made to response areas/boundaries of any public safety agency that serves COUNTY;
  - Coordinated MSAG maintenance with 911 Manager;
  - Reconciling phone customer databases with address points and MSAG;
  - Attribute analysis for data validation, verification using GIS as well as relational database tools and techniques;
  - FDID; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties;
  - Fire Station Response Zones; COUNTY will maintain this layer for ¼ mile buffer outside approximate CITY limits boundary and surrounding counties;
  - LAW-ORI; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties; and
  - Police Beats; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties.
4. CITY shall provide COUNTY with the following GIS data and services along with associated metadata if applicable:
- FIDI; City will maintain this layer inside approximate CITY limits boundary;
  - City Fire Station Response Zones; CITY will maintain this layer inside ¼ mile buffer outside approximate CITY limits boundary;
  - LAW-ORI; CITY will maintain this layer inside approximate CITY limits boundary; and
  - Police Beats; CITY will maintain this layer inside approximate CITY limits boundary.
5. Authorized Representatives. The parties appoint the following authorized representative to receive notices and to provide direct communication between the parties:

For CITY:  
GIS Coordinator, City of Billings  
City of Billings  
210 N. 27<sup>th</sup> Street  
Billings, MT 59101

For COUNTY:  
Yellowstone County GIS Manager  
217 N. 27<sup>th</sup> Street  
Billings, MT 59101

6. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between CITY and COUNTY. Neither CITY nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Agreement, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and hold the other party harmless against any claims arising from the acts errors or omissions of its employees or agents.
7. Governing Law, Informal Dispute Resolution, Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13<sup>th</sup> Judicial District Court.
8. Entire Agreement and Revocation of Prior Agreements. This Agreement embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.  
  
The parties hereby state and represent that the Memorandum of Understanding dated March 15, 2018 between CITY and COUNTY is hereby rescinded and revoked upon execution of this Agreement.
9. Authorized Signatures. The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of the Agreement.
10. Services Delineated between CITY and COUNTY. CITY and COUNTY will manage, respectively, their own GIS software and hardware upgrades and purchases of any other computer equipment necessary for an integrated GIS system.

Passed and Adopted on this \_\_\_\_ day of  
September 2024

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September 2024

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

CITY OF BILLINGS, MONTANA

\_\_\_\_\_  
John Ostlund  
Yellowstone County Board Chair

\_\_\_\_\_  
City

\_\_\_\_\_  
Mark Morse  
Yellowstone County Commissioner

\_\_\_\_\_  
Donald W. Jones  
Yellowstone County Commissioner

Attest:

Attest:

\_\_\_\_\_  
Jeff Martin  
Yellowstone County Clerk and Recorder

\_\_\_\_\_  
City of Billings Clerk