

## **MEMORANDUM OF UNDERSTANDING**

This document is a Memorandum of Understanding (AGREEMENT) between Yellowstone County (COUNTY) and the Big Sky Economic Development (BSED) (collectively “PARTIES”) to allocate funding to BSED and support their investment in economic development in Yellowstone County.

This AGREEMENT is created with an effective date of July 1, 2025. The AGREEMENT sets forth the following terms pursuant to which BSED and COUNTY shall agree:

### **I. Background and Acknowledgment**

BSED is a leading force for economic advancement in Yellowstone County. Through its work in business recruitment and retention, entrepreneurship support, infrastructure planning, and public-private collaboration, BSED enhances economic opportunity and community prosperity.

Yellowstone County has traditionally provided annual funding in support of BSED’s operations. This financial support reflects the County’s longstanding recognition of BSED’s substantial contributions to economic growth and resilience. While the County faces increased fiscal pressure—particularly due to rising public safety costs—it remains committed to supporting BSED’s mission.

### **II. Purpose**

This AGREEMENT establishes and affirms the ongoing partnership between the COUNTY and BSED. The purpose of this AGREEMENT is to outline the funding arrangement between the parties and to reaffirm Yellowstone County’s support for BSED’s critical role in driving economic development throughout the region.

### **III. COUNTY’S Responsibilities**

1. COUNTY agrees to provide BSED with funding in the amount of **\$1,300,000** for Fiscal Year 2026.
2. The funding will be disbursed in accordance with COUNTY’s fiscal policies and applicable budget procedures.

### **IV. BSED’s Responsibilities**

1. BSED agrees to use COUNTY’s funding allocation solely to support programs and initiatives that promote and increase economic development in Yellowstone County.

2. BSED will provide the Yellowstone County Board of County Commissioners with a brief year-end report summarizing how the funds were utilized and outlining measurable outcomes related to economic development efforts.

## **V. Duration**

This MOU shall be effective for one (1) year from the Effective Date. Upon mutual written agreement of both parties, this MOU may be renewed for additional one-year terms. The amount of money allocated by COUNTY for any subsequent term of this agreement will be established at the Yellowstone County budget hearings for the additional term's fiscal year.

## **VI. Authorized Representatives**

The parties appoint the following authorized representatives to receive notices and to provide direct communication between the parties:

For BSED:

Paul Green, Executive Director  
201 N. Broadway  
Billings, Montana 59101

For COUNTY:

Jen Jones, Finance Director  
316 N. 26<sup>th</sup>, Rm 3401  
Billings, Montana 59101

## **VII. Indemnification**

Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees and officials, against any and all claims, demands, causes of action, damages, costs expenses, liability or judgment against the other party for personal injury, death or property damages caused by the negligence of the party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement. Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

## **VIII. Governing Law, Informal Dispute Resolution, Venue**

This MOU 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

BIG SKY ECONOMIC  
DEVELOPMENT

---

Mark Morse, Chair

---

Paul Green, Executive Director

---

Michael J. Waters, Member

Attest:

---

Jeff Martin  
Yellowstone County Clerk and Recorder