

MEMORANDUM OF UNDERSTANDING

by and between

CITY OF BILLINGS
316 North 26th Street
Billings, MT 59103

YELLOWSTONE COUNTY
217 North 27th Street
Billings, MT 59101

RIVERSTONE CITY/COUNTY
HEALTH DEPARTMENT
123 S. 27th Street
Billings, MT 59101

1. Parties

This Memorandum of Understanding (MOU) is made by and between the City of Billings, 316 North 26th Street, Billings, MT 59101, (“City”), Yellowstone County, 217 North 27th Street, Billings, MT, 59101 (“County”), and Riverstone City/County Health Department, 123 S. 27th Street, Billings, MT 59101 (“City/County Health Department”) (collectively “Parties”) as public entities in recognition of the benefits of intergovernmental cooperation in furthering the collective interests of all and the public which they serve.

2. Purpose

The purpose of this MOU is to establish a cooperative framework in which the City’s Code Enforcement Division (“Code Enforcement”) will act as an authorized representative and designee for the City/County Health Department to ensure compliance with MCA 50-48-201(1) and MCA 50-51-201(1) by those persons and establishments subject to their requirements located within city limits. This partnership seeks to protect public health, safety, and welfare through coordinated regulatory enforcement efforts.

3. Authority

This MOU is entered into under the authority granted by applicable Montana statutes, including MCA 50-2-118(1), and relevant provisions of the Billings Montana City Code (“BMCC”), including BMCC Sec. 15-101, which authorize the Parties to collaborate on health and safety enforcement within their respective jurisdictions.

4. Appointment

The City/County Health Department hereby designates Code Enforcement as an authorized representative and designee to ensure compliance with MCA 50-48-201(1) and MCA 50-51-201(1) by those persons and establishments subject to their requirements located within city limits.

5. Scope of Services

The Parties agree that Code Enforcement may:

- a. Identify and investigate potential violations of MCA 50-48-201(1) and MCA 50-51-201(1) within city limits during routine code enforcement activities or as referred by the City/County Health Department or others.
- b. Initiating and following through with enforcement actions for violations of MCA 50-48-201(1) and MCA 50-51-201(1) within city limits, including issuing notices of violation and citations, prosecution of

violations in Yellowstone District Court and Billings Municipal Court, and pursuing such other civil remedies and injunctive relief as deemed to be appropriate by Code Enforcement personnel.

6. Responsibilities of the City

- a. Document all Code Enforcement investigations, complaints, and enforcement actions undertaken under this MOU and provide regular reports to the City/County Health Department.
- b. Retain Code Enforcement records in accordance with all applicable retention policies and share those records with the County and the City/County Health Department upon request.

7. Responsibilities of the County and City/County Health Department

- a. Cooperate in Code Enforcement investigation and enforcement activities under this MOU.
- b. Provide such personnel as may be required for enforcement actions that require County-level authority, including investigations, coordination with the County Attorney's Office, and legal proceedings.

8. Consideration and Resource Sharing

The Parties acknowledge that this MOU is supported by good and valuable consideration as the mutual commitment of resources provides a fiscal benefit to each entity and enhances their collective ability to protect public health and safety. The Parties further agree that the in-kind resource sharing outlined in this MOU does not create an obligation for any party to assume or contribute to the financial expenses of another party in delivering the services described herein.

9. Effective Date, Term, and Termination

This MOU shall become effective upon the date of the last signature and shall remain in effect for a period of two (2) years unless terminated earlier by any Party. Any Party may terminate this MOU by providing thirty (30) days' written notice to the other Party. Upon termination, the Parties agree to cooperate in completing any ongoing enforcement actions or investigations.

10. Hold Harmless and Indemnification

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.

11. General Provisions

- a. Amendments: This MOU may be amended only in writing and signed by all Parties.
- b. Non-Binding Agreement: This MOU is a cooperative agreement and does not create a legal partnership, joint venture, or employment relationship between the Parties.
- c. Governing Law: This MOU shall be governed by the laws of the State of Montana.
- d. Authorized Signatures: The Parties represent and agree that the persons signing this Agreement have authorization to bind their respective entities to the terms of the Agreement.

e. Severability: If any provision of this MOU is held to be illegal or void, the validity of the remaining terms shall not be affected.

f. Public Information: All materials related to this MOU are considered public records and may be distributed by request made pursuant to Montana's Public Records Acts.

12. Points of Contact

County

Name: Steve Williams
Title: Chief In-House Counsel
Phone/Email: (406)869-8074/swilliams@yellowstonecountymt.gov

Health Department

Name: _____
Title: _____
Phone/Email: _____

City

Name: Tina Hoeger
Title: Code Enforcement Division Manager
Phone/Email: (406)869-3926/hoegert@billingsmt.gov

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year set forth below.

Signed this ____ day of _____, 2025:

CITY OF BILLINGS, MONTANA

WILLIAM A. COLE, MAYOR

ATTEST:

DENISE BOHLMAN, CITY CLERK

**BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA**

Signed this ____ day of _____, 2025:

MARK MORSE, CHAIRMAN

Signed this ____ day of _____, 2025:

MICHAEL J. WATERS, COMMISSIONER

Signed this ____ day of _____, 2025:

CHRIS WHITE, COMMISSIONER

ATTEST:

JEFF MARTIN, YELLOWSTONE COUNTY CLERK AND
RECORDER

Signed this ____ day of _____, 2025:

**RIVERSTONE CITY-COUNTY
HEALTH DEPARTMENT**

JON FORTE, PRESIDENT & CEO
RIVERSTONE CITY-COUNTY HEALTH OFFICER