

**THE STATE OF MONTANA, COUNTY OF YELLOWSTONE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BILLINGS, AND YELLOWSTONE COUNTY
2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
\$164,154 O-BJA-2025-172542**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2026, between the City of Billings (CITY) acting through its Mayor, and Yellowstone County (COUNTY) acting through its Chairman of the Board of County Commissioners.

WHEREAS, the CITY and the COUNTY filed a joint application for the 2025 Byrne Justice Assistance Grant Program Award (JAG), with the CITY serving as applicant/fiscal agent for the JAG funds;

WHEREAS, JAG awarded the CITY a total of \$164,154 in JAG funds;

WHEREAS, the CITY and the COUNTY believe it to be in their best interests and the best interests of the public, and in accordance with the joint application, to distribute \$18,065 of the JAG funds to the COUNTY so as to continue to qualify for future JAG awards and in order to maximize the benefit from this 2025 JAG award.

NOW THEREFORE, the CITY and COUNTY agree as follows:

1. The purpose of this MOU is to memorialize the understanding between the CITY and COUNTY to share the proceeds of the \$164,154 JAG award, with the CITY receiving \$146,089 of the JAG funds and COUNTY receiving \$18,065 of the JAG funds. The CITY shall distribute \$18,065 of the JAG funds to the COUNTY upon the CITY's receipt of the full amount of JAG funds.
2. This MOU shall commence on the date the Justice Assistance Grant (JAG) is funded by the U.S. Department of Justice, and the JAG funds are received by the CITY, and it shall terminate on September 30, 2028, unless the parties mutually agree, in writing, to an earlier termination date. CITY agrees to distribute to the COUNTY a total of \$18,065 of JAG funds. The COUNTY agrees to use \$18,065 for the program between the date of this agreement and September 30, 2028, the last day on which these funds may be spent, according the terms of the JAG.
3. This MOU does not create any legal, financial, or other obligations on either party. Nothing in the performance of this MOU shall impose any liability for claims against the CITY or COUNTY. Each party to this agreement will be responsible for its own actions in under this MOU, and shall not be liable for any civil liability that may arise from the actions of the other party under this MOU. The parties agree to inform each other of any claims or complaints for damage received because this MOU.
4. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU. No separate legal entity shall be created by this contract.
5. The accounting for JAG funds received by each of the local governing bodies shall be done by the City of Billings Finance Department and the County of Yellowstone Sheriff's Office, respectively. The City of Billings Financial Services Manager shall administer the disbursement of JAG proceeds in cooperation with the County of Yellowstone Sheriff's Office. No personnel costs will be funded from these proceeds by either party.
6. If all JAG funds are not distributed to the CITY, this MOU will immediately terminate. If only a portion of the JAG funds are distributed, the CITY will notify the COUNTY of the total amount that was provided and the parties will discuss a distribution of some of the funds to the COUNTY.
7. Either party may terminate this MOU by giving a thirty-day written notice to the other party. Notice to the CITY will be sent to the mayor. Notice to the COUNTY will be sent to the commission chair.

City of Billings, Montana

County of Yellowstone

/s/ Mike Nelson, Mayor

/s/ Mark Morse, Chairman
Yellowstone County Commissioners

APPROVED AS TO FORM:

/s/ Daniela E. Pavuk
City Attorney's Office

/s/ Scott Twito
Yellowstone County Attorney's Office