

## **MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**THE CITY OF BILLINGS POLICE DEPARTMENT  
AND  
DOWNTOWN BILLINGS BUSINESS IMPROVEMENT DISTRICT, INC.**

This agreement is to cover the period from July 1, 2022, to June 30, 2025, by and between the City of Billings, hereinafter referred to as “City” and the Downtown Billings Business Improvement District, a Montana Not-for-Profit Corporation, hereinafter referred to as “BID.”

In receipt of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The City shall provide its personnel and other resources in a Downtown resource officer policing role to reside at the offices of the BID and perform the service of Dedicated Center Beat Officer (DCBO). This DCBO shall be provided on a full time basis, minus training, vacation, sick time, and overtime, to the BID. The designated officer will, when he or she is available on the beat, be responsible to be the primary officer, along with regularly assigned Billings Police Officers on beat duty, on any dispatch calls in the designated Center Beat. Although the Center Beat is the primary area of responsibility, it is understood that the DCBO will be dispatched to calls outside of the Center Beat in emergency situations.
2. The City agrees to abide fully with Montana Code 7-12-1142 – “Governing body not to decrease public services” by continuing to maintain the established and ordinary level of policing and funding allocations to the Police Department in the downtown Billings patrol area.
3. The BID shall pay the City the DCBO’s salary that shall include the officer’s salary and fringe benefits at the annual established rate. This payment shall be made quarterly starting on or before the start of the fiscal year.
4. The City will have available the necessary equipment for the DCBO to conduct his or her job. The BID agrees to pay the City a one-time fee not exceed \$54,000 to assist in equipment purchases for this DCBO.
5. The City agrees that the patrol car assigned to this DCBO be designated to this DCBO and be identified in a decal on the car as “Downtown Patrol”
6. Indemnification – The City assumes full responsibility for the DCBO’s performance. The City shall indemnify the BID against, and hold the BID harmless from any liability costs, damages, claims or causes of action which may arise as a result of performance by the City of its responsibilities under the terms

of this agreement; provided, however, the City, its officers and employees shall not assume any liability for acts of the BID or any of its officers, employees or agents.

7. The City agrees that the basic patrol area, center beat or “resource footprint” shall be identified in Exhibit A, hereto attached, and that patrol area may be modified from time to time by mutual consent of the City and the BID.
8. This agreement shall cover the period from July 1, 2022, until June 30, 2025.

In Witness whereof, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF BILLINGS,  
MONTANA “CITY”

DOWNTOWN BILLINGS BUSINESS  
IMPROVEMENT DISTRICT, INC., “BID”

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Chris Kukulski, City Administrator

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Katy Easton, President

Attest:

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Denise Bohlman, City Clerk

APPROVED AS TO FORM:

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Gina Dahl, City Attorney

# EXHIBIT A – CENTER BEAT

