

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE YELLOWSTONE CONSERVATION DISTRICT AND CITY OF BILLINGS
FOR FUNDING, CONSTRUCTION AND MAINTENANCE OF
WEST END RESERVOIR CONSERVATION AND RECREATION AMENITIES**

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 10 day of March, 2023, by and between the Yellowstone Conservation District, a governmental subdivision and public body of the State of Montana (the "District"), and the City of Billings, a municipal corporation of the State of Montana (the "City"), both, hereinafter, also referred to as "the Parties".

The Parties share mutual benefits and interests in providing public conservation and recreation amenities on real property owned by the City, known as the West End Reservoir and located within the District, as an auxiliary function to the primary function of the West End Reservoir in storing, conserving, and providing clean and safe water to the City of Billings.

A conservation district may execute a project for the conservation, development, storage, distribution, and utilization of water, including projects for recreation pursuant to §Sec. 76-15-403 (10)(e) MCA.

The purpose of this MOU is to outline the partnership between the Parties to fund, construct and maintain public conservation and recreation amenities at the West End Reservoir (the "Project").

Both the District and City agree to the following:

- To have open lines of communication and work collaboratively to achieve and fulfill the purposes of the Project.
- To form upon funding, a Volunteer Liaison Board including City, District and other interested community members to achieve and fulfill the purpose of this MOU.
- To ensure that the primary function of the West End Reservoir is to store, conserve, and provide clean and safe water to the City of Billings.
- To fund the Project's construction, operation and management, and maintenance to the extent the City and/or the District is appropriated monies from the Montana Legislature and/or other funding sources for the Project.
- To work together to design and develop the Project to promote and provide public conservation and recreation amenities as an auxiliary function to the primary function of the West End Reservoir.
- To facilitate the development of a master plan for the West End Reservoir addressing conservation and recreation amenities for the benefit of the community.
- To cooperate on details and operating agreements to ensure the goals and objectives of the District and the City will be developed as the master plan is finalized and funding is identified.
- To encourage and promote safe and appropriate conservation and recreation amenities for public use at the West End Reservoir.

- To develop and provide a consistent message to the public for conservation and recreation use of the Project, including education, rules and regulations, event and programming opportunities, notification of season closures, and to provide a positive public visitor experience.
- To provide a consistent message to potential donors, grantors, sponsors, and others contributing financially for conservation and recreation use and maintenance for the Project.
- To mutually agree upon a conceptual design of the Project.
- To mutually agree upon naming or naming rights sponsorship for the Project area to fund future operation, management and maintenance of the Project, once completed.
- To mutually agree upon estimated costs, time, and completion of construction and maintenance of the Project.
- Due to construction, maintenance and liability considerations, both Parties agree that the City will have final say on all Project decisions.

The District agrees:

- Pursuant to the Project, to strive to promote the District's mission of soil conservation, water conservation, and conservation education.
- To continue efforts to help identify and acquire funding for the Project.
- The City will have all final design, construction, and maintenance responsibilities for the Project.
- To attend meetings related to the Project.

The City agrees:

- Pursuant to the Project, to honor the District's mission of soil conservation, water conservation, and conservation education.
- To provide the real property site for the Project.
- To accept Legislative or other funding if appropriated for the Project and to assume all construction, operation, management and maintenance responsibilities for the Project.
- To earmark and use all Legislative or other funding received for construction, operation, management, and maintenance of the Project solely for the conservation and recreation amenities layer at the West End Reservoir.
- To satisfy all City, State and federal applicable plan review, permit, and inspection requirements for the Project
- To manage and insure the Project.
- To attend meetings related to the Project.

Indemnification: The City agrees to indemnify and hold harmless the District, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable attorney's fees, and all other costs and fees of litigation) of every nature arising out of or in connection with the City's negligence, recklessness, or willful misconduct in the performance of construction and maintenance of the

Project and resultant West End Reservoir Recreational Area, except such loss or damage caused by the active negligence or sole negligence or willful misconduct of the District.

Entire Agreement: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions, whether oral or written, concerning the subject matter of this MOU. The Parties agree that this MOU is not intended to be a binding agreement but merely an expression of intent regarding the contemplated purpose and objective stated herein unless and until the Montana Legislature approves funding to the City and/or the District for the Project. This MOU shall be governed by and construed in accordance with the laws of the State of Montana.

Term: This MOU is in effect for ten (10) years on the date adopted and signed. The Parties contemplate a long-term relationship and to that end, no later than 180 days prior to the end of the term, the Parties agree to commence discussions regarding extension of this MOU.

Amendment: This MOU may only be amended in writing with mutual consent and signatures of the Parties.

Notice: Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by mail, email, to the contacts below or to such address as one party may have furnished to the other in writing.

Contacts:

Chris A. Kukulski
City Administrator
City Hall
P.O. Box 1178
Billings, MT 59103
(406) 657-8222
kukulskic@billingsmt.gov

LaVerne Ivie
Yellowstone Conservation District Administrator
1371 Rimtop Drive
Billings, MT 59105
(406) 690-9326
livie@mt.gov

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives as the date first above written.

SIGNED:

By:

DocuSigned by:
William A Cole
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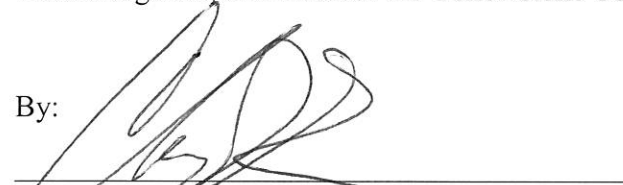
William A. Cole, Mayor of the City of Billings

By:



Chad Sedgwick, Chairman of the Yellowstone Conservation District

By:



Clint Peck, Vice-Chairman of the Yellowstone Conservation District