

B.O.C.C. Regular

Agenda Item 18. b.

Meeting Date: 10/06/2026

Title: City of Billings IT agreement

Submitted By: Carol Redler

TOPIC:

City-County Interlocal Agreement for IT services FY27

BACKGROUND:

Renewal of annual agreement for period 7/1/2026 to 6/30/2027.

RECOMMENDED ACTION:

Approve and sign.

Attachments

City IT FY27

**BILLINGS - YELLOWSTONE COUNTY INTERLOCAL AGREEMENT
INFORMATION TECHNOLOGY SERVICES FOR FY 2027**

This Interlocal Agreement is made and entered into this ____ day of _____, 2026, by and between the City of Billings, Montana ("CITY") and Yellowstone County, Montana ("COUNTY"). CITY and COUNTY are referred to herein as "Parties" and individually as a "Party."

WHEREAS, COUNTY requires certain information technology ("IT") services to support its ongoing law enforcement efforts, including but not limited to support for its public safety systems, servers, storage, backup, security and ongoing IT support;

WHEREAS, CITY is willing and able to provide such IT services to COUNTY;

WHEREAS, CITY and COUNTY are empowered to enter into interlocal agreements to provide services pursuant to Title 7, Chapter 11, Part 1, MCA;

WHEREAS, the governing body of each Party finds that the performance of this Agreement is in the best interest of both Parties, and that the undertaking will benefit the public;

NOW, THEREFORE, the parties hereto, in consideration of the mutual benefits to be derived, state, covenant and agree as follows:

1. **PURPOSE:** The purpose of this agreement is to set forth the terms pursuant to which CITY will provide IT services to COUNTY with respect to its public safety systems, servers, storage, backup, security and ongoing IT support.

2. **CITY RESPONSIBILITIES:** CITY will provide computer access, disk storage, computer processing, system/data backups, and maintenance support to COUNTY to support COUNTY'S public safety systems. CITY's IT services include communication capabilities allowing 24-hour computer access, on-site and off-site disk storage shared with Billings Police Department, computer processing, program maintenance, operations to support data processing systems, system replication and backups, and disaster/recovery services. The Parties agree that the type and scope of IT services provided by CITY in previous years under past iterations of this Agreement are sufficient to meet COUNTY'S current needs, and that any additional IT services will require a written amendment to this Agreement.

3. **PAYMENT TERMS:** In consideration of CITY's IT services, COUNTY will pay CITY the amount of One Hundred Fifty Thousand, Five Hundred and Eighty dollars (\$150,580). Payment will be made in two (2) equal installments of \$75,290. The first installment is due and payable on or before November 15, 2026. The second installment is due and payable on or before May 15, 2027. If emergency costs are incurred during the fiscal year, then COUNTY shall reimburse CITY as mutually agreed for such emergency costs.

4. **DURATION:** The term of this agreement is twelve months, beginning July 1, 2026, and continuing through June 30, 2027.

5. **TERMINATION:** Either party may terminate this Agreement, with or without cause, by providing sixty (60) days written notice of intent to terminate to the other party.

6. **AMENDMENTS AND MODIFICATIONS:** Amendments and modifications to this Interlocal Agreement shall be in writing and will not become effective until approved by both parties with the same formalities as this Agreement.

7. **EFFECTIVE DATE:** This Agreement shall be effective after approval by the respective governing bodies of each Party.

8. **RECORDATION:** This Agreement shall be recorded with the Clerk and Recorder of Yellowstone County, Montana, and the Montana Secretary of State, as provide by law.

9. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall the State of Montana Thirteenth District Court, Yellowstone County.

10. INDEMNITY:

The COUNTY shall:

- a. Indemnify, defend and save the CITY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of COUNTY or its officers, agents or employees.
- b. Not indemnify, defend, save and hold the CITY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of the CITY occurring during the course of or as a result of the performance of the Agreement.
- c. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent acts of both the CITY and COUNTY, COUNTY shall indemnify, defend, save, and hold the CITY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from COUNTY'S wrongful, reckless or negligent acts occurring as a result from COUNTY'S performance pursuant to this Agreement.

The CITY shall:

- a. Indemnify, defend and save COUNTY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of CITY or its agents or employees.
- b. Not indemnify, defend, save and hold the COUNTY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of COUNTY occurring during the course of or as a result of the performance of the Agreement.
- c. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent acts of both the COUNTY and the CITY, the CITY shall indemnify, defend, save, and hold the COUNTY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the CITY'S or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from the CITY'S performance pursuant to this Agreement.

CITY OF BILLINGS, MONTANA

MIKE NELSON, MAYOR

COUNTY OF YELLOWSTONE, MONTANA
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

GINA DAHL, CITY ATTORNEY

YELLOWSTONE COUNTY CLERK &
RECORDER

ATTEST:

DENISE BOHLMAN, CITY CLERK
