

**INTERLOCAL AGREEMENT BETWEEN THE  
MONTANA DEPARTMENT OF JUSTICE, MOTOR VEHICLE DIVISION  
AND \_\_\_\_\_ COUNTY**

December 14, 2018

This Interlocal Agreement (“Agreement”) is entered into between the Montana Department of Justice (DOJ), Motor Vehicle Division (“MVD”) and \_\_\_\_\_ County (“County”) pursuant to the Interlocal Cooperation Act, Mont. Code Ann. §§ 7-11-101 *et seq.*

**1. PURPOSE:** The purpose of this Agreement is to set forth a framework under which the County will provide employees to perform certain tasks relating to the titling and registration of motor vehicles, trailers, semitrailers, pole trailers, campers, motorboats, personal watercraft, sailboats, snowmobiles special mobile equipment and off-highway vehicles and the collection of taxes and fees attendant to those registrations in the County’s facility at the county seat in \_\_\_\_\_.

**2. RECITALS.** MVD is tasked with the responsibility of maintaining and administering Montana’s system for the titling and registration of motor vehicles, trailers, semitrailers, pole trailers, campers, motorboats, personal watercraft, sailboats, snowmobiles special mobile equipment and off-highway vehicles and the collection of taxes and fees attendant to those title and registration processes.

In the interest of enhancing local access to services relating to such title and registration services, the County is willing to undertake certain efforts with respect to the provision of both County employees and physical space in the county seat.

**3. RESPONSIBILITIES OF MVD.** MVD agrees to provide the following, at no cost, to the County:

- A secure connection to the State network and MVD system for title work and registration for motor vehicles, trailers, semitrailers, pole trailers, campers, motorboats, personal watercraft, sailboats, snowmobiles, and off-highway vehicles;
- Computers for use by County employees in the office, complete with the appropriate operating system and programs necessary to accomplish the required title and registration tasks;
  - If computers are supplied by MVD, they must be joined to the DOJ domain.
  - If the County supplies the computers, the County is responsible to ensure they meet DOJ security requirements.
- An adequate number of printers, including maintenance and paper, based on customer volume, number of County employees and physical office size;
- Training for new County employees as well as ongoing training for tenured County employees;
- Telephonic assistance to County employees during normal business hours;
- Information Technology (IT) Service Desk support and maintenance for all MVD-owned equipment; and

- Required MVD inventory and the capability of ordering new inventory through the MVD computer system.

**4. RESPONSIBILITIES OF COUNTY.** The County agrees to provide the following, at no cost to MVD:

- County employees to provide vehicle titling and registration services to customers at the office, and will ensure that only its MVD-authorized employees have access to the MVD system;
- The County will require each employee to review, sign and comply with the following DOJ policies:
  - Information Technology Use Agreement
- A physical office location in \_\_\_\_\_ where the County employees will provide the titling and registration services described above. The office location must be in an ADA-compliant facility and provide appropriate physical security, ensuring no unauthorized personnel access the MVD equipment and inventory described above;
- Physical inventory of license plates, tabs, and decals that matches the MVD system;
- Payment for any required space, utility costs, liability and property insurance, and all maintenance/janitorial costs associated with the physical office location;
- Written notification to MVD no less than ninety (90) days prior to any proposed changes in the physical location of the office;
- Perform reconciliation and consolidation of cash collected from vehicle registration and titling services within the MVD system;
- Remit payment for registration and titling services performed in the previous month to MVD by the 20<sup>th</sup> day of each month;
- Comply with MVD business processes and utilize MVD training documents.

**5. STATUS OF EMPLOYEES AND EQUIPMENT.** The parties agree and acknowledge that the County employees that the County dedicates to providing the title and registration services described herein are not employees of MVD or the State of Montana for any purpose and shall be considered County employees for all purposes relating to compensation, benefits, retirement and workers compensation. The parties agree and acknowledge that any equipment and inventory provided by MVD under this Agreement is and will remain the property of MVD, and the County agrees to return the equipment and any unused inventory to MVD upon termination of this Agreement

**6. COMPLIANCE WITH LAWS.** Each party agrees that it will fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to the Montana Workers' Compensation Act, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In accordance with section 49-3-207, MCA, the County agrees that the hiring of any persons to perform this

Agreement will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**7. TERM OF AGREEMENT – TERMINATION.** This Agreement shall be in effect for a period of three (3) years unless terminated sooner in accordance with the following:

- This Agreement may be terminated upon thirty (30) days written notice if either party fails to fulfill its responsibilities as set forth above. However, any termination under this section requires prior written notice to the party of its alleged failure to fulfill such responsibilities and a reasonable opportunity to correct any issues prior to the tender of the thirty (30) day written notice;
- This Agreement may be terminated at the convenience of either party upon six (6) months written notice to the other party; or
- This Agreement may be terminated upon thirty (30) days written notice to the other party in the event that funds are not appropriated or otherwise made available through the applicable budgeting process to support continued performance of this Agreement.

**8. AMENDMENT.** This Agreement may be amended only by separate written document approved and signed by both parties.

**9. INTERLOCAL AGREEMENT STRUCTURE.** In accordance with Mont. Code Ann. § 7-11-105, the parties acknowledge the following:

- The term or duration of this Agreement, and the methods to be employed in terminating the Agreement, are as set forth above;
- There is no separate legal organization or entity created by this Agreement;
- The manner of financing the undertaking described herein is as set forth above;
- There is no separate administrator or joint board created by or required by this Agreement, and the responsibility for the employees and property required for this undertaking is as set forth above.

**10. FILING OF INTERLOCAL AGREEMENT.** Pursuant to the requirements of MCA § 7-11-107, MCA, the parties acknowledge that this Interlocal Agreement will be filed both with (1) the \_\_\_\_\_ County Clerk and Recorder and (2) the Montana Secretary of State.

**MT DEPARTMENT OF JUSTICE**

\_\_\_\_\_ **COUNTY**

BY: \_\_\_\_\_  
Sarah Garcia, Administrator

BY: \_\_\_\_\_  
\_\_\_\_\_, Governing body  
for \_\_\_\_\_ County

Date: \_\_\_\_\_

Date: \_\_\_\_\_