



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Department of Justice Motor Vehicle Division**

**And**

**Granite County Treasurer**

**Interlocal Agreement # DOJ-MVD-FY2025-0047**

*Background MVD is tasked with the responsibility of maintaining and administering Montana's system for titling and registration of motor vehicles, trailers, semitrailers, pole trailers, campers, motorboats, personal watercraft, sailboats, snowmobiles, special 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.*

### **Section 1. Parties and Purpose of Agreement.**

- 1.1 This Interlocal Agreement (Agreement) is between Department of Justice (DOJ) Motor Vehicle Division (MVD) whose address and phone number are 302 North Roberts Helena MT 59620, (406)444-3933, and Granite County Treasurer, whose address and phone number are 220 N Sansome St. Philipsburg MT 59858. (406)859-3831. Pursuant to the Interlocal Cooperation Act Mont. Code Ann. §§ 7-11-101 et seq.
- 1.2 The purpose of this agreement is to set forth a framework under which the County will 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 Philipsburg.

### **Section 2. General Duties and Responsibilities**

#### **2.1 MVD RESPONSIBILITIES UNDER THIS Interlocal Agreement**

##### **2.1.1 MVD agrees to provide the following at no cost to the County:**

1. Provide access to download the CARS application to County computers.
2. Provide training to County employees during normal business hours.
3. Assist County employees during normal business hours.
4. CARS production support during normal business hours.
5. Provide capability for inventory ordering through CARS.



6. Provided HB 2 passes with county support approved, MVD will reimburse each county 10 cents per transaction completed. Payments will be sent quarterly to each county after all transactions are reconciled.

## **2.2 RESPONSIBILITIES of COUNTY**

### **2.2.1 The County Agrees to provide the following at no cost to MVD:**

1. Local County network to access CARS for title work and registration for motor vehicles, trailers, semi-trailers, pole trailers, campers, motorboats, personal watercraft, sailboats, snowmobiles, and off-highway vehicles.
2. Computers and necessary equipment for use by County employees in the office, complete with the appropriate operating system for CARS and programs necessary to accomplish the required title and registration tasks.
3. County employees 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.
4. The County will require each employee to review, sign, and comply with the following DOJ policies.
  - a. Information Technology Use Agreement
  - b. Background Check Consent and Rights Release
  - d. Confidentiality and Ethics DocuSign
5. A physical office location in Granite County 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.
6. Physical inventory of license plates, tabs, and decals that matches the MVD system.
7. Payment for any required space, utility costs, liability and property insurance, and all maintenance/janitorial costs associated with the physical office location.
8. Written notification to MVD no less than ninety (90) days prior to any proposed changes in the physical location of the office.
9. Perform reconciliation and consolidation of cash collected from the vehicle registration and titling services within MVD system.
10. Remit payment for registration and titling services performed in the previous month to via ACH, wire transfer or check to MVD by the 20<sup>th</sup> of the month. Late fees will apply per MCA 15-1-504 (3).
11. Comply with MVD business processes and utilize MVD training documents.



12. Provide County employees with a county email address to use in place of state assigned email addresses. County will provide a list of County employees with their county email address to be used in CARS.

### **Section 3. Status of Employees and Equipment.**

The parties agree and acknowledge that the County employees dedicated to providing the title and registration services described herein are not employees of MVD or the State of Montana for any purpose are considered County employees for all purposes including 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 be and remain the property of the County and shall be maintained by the County at no expense to MVD.

State-required security training will be required annually. Counties that use the KnowBe4 licensed training will coordinate with the State to ensure that the State requirements are met, all other counties will need to complete the security training on the State KnowBe4 platform.

The Windows and Office 365 software licensing will no longer be provided by the state after June 30, 2025. Counties must procure their own Office 365 licensing.

Counties with @mt.gov emails will be able to use them until July 1, 2025.

Counties with County emails must ensure a current list is provided and updated as necessary to MVD POC Shawn Thomas.

Beginning July 1, 2025, each county will be able to use a shared inbox and will not affect individual logins.

There will be support via TEAMS as a guest and this will not be related to the shared inbox.

Counties must provide /maintain and support their own printers to include paper, ink, and toner.

Counties will be responsible for all maintenance of any new equipment that we may be providing.

State will provide the initial Multifactor Authenticator (MFA) devices for all staff and up to 3 spares for the office.

All future MFA requirements and the cost will be the responsibility of the County.

Should an MFA be defective or have any technical issue rendering it unusable State will replace it at no cost to the County.

Should the MFA be lost, stolen, or damaged the County will pay the current market price to replace the MFA.



MVD has provided a one-time transfer of property for all existing computers, printers, scanners, and any existing hardware inventoried to the County.

After go-live any computers that are part of the one-time transfer shall have a County-provided operating system installed.

Any equipment included in the one-time transfer that Counties no longer wish to use shall be disposed of following County e-waste procedures.

All machines currently on the SummitNet Network will be transferred to the County Network after CARS goes live.

County IT will be responsible for the connection and management of all equipment.

#### **Section 4. 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 section 49-3-207, MCA, the County agrees that the hiring of any persons to perform this Agreement will be made based on 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 Agreement.

#### **Section 5. Amendment.**

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

#### **Section 6. Disputes.**

In the event a dispute arises under this Agreement, the parties shall make every effort to resolve it themselves.

#### **Section 7. Limitation of Liability.**

Neither party shall be liable to the other party for special, incidental, consequential, punitive, or indirect damages.

#### **Section 8. Interlocal Agreement Structure.**

In accordance with Mont. Code Ann. §7-11-105, the parties acknowledge the following:

1. The term or duration of this Agreement and methods to be employed in terminating the Agreement are set forth herein.
2. There is no separate legal organization or entity created by this Agreement.
3. The manner of financing the undertaking described herein is as set forth above.



- 4. 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.

**Section 9. Term and Effective Date.**

This Agreement is effective upon the date of final signature and terminates on December 31, 2028, unless terminated earlier in accordance with the terms of this Agreement.

**Section 10. Termination.**

This Agreement may be terminated upon thirty (30) days written notice if either party fails to fulfill its responsibilities as set forth in this Agreement. 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 tendering of a 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.

This Agreement may be terminated upon thirty (30) days written notice to the other party in the event funds are not appropriated or otherwise made available through the applicable budgeting process to support the continued performance of this Agreement.

**Section 11. Filing of Interlocal Agreement.**

Pursuant to the requirements of MCA§ 7-11-107, the parties acknowledge that this Interlocal Agreement will be filed both with (1) Granite County clerk and Recorder and (2) the Montana Secretary of State.

**Signatures and Dates**

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Ashley Todd Treasurer Date  
Granite County

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Scott Adler, Commissioner Chair Date  
Granite County

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Laurie Bakri, Division Administrator Date  
Department of Justice Motor Vehicle Division



Approved as to Legal Content by DOJ Legal Counsel:

Signed by:  


5/1/2025

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Jeremy Craft Legal Counsel

Date