

MEMORANDUM OF UNDERSTANDING

Between

MONTANA DEPARTMENT OF CORRECTIONS

And

LEWIS AND CLARK COUNTY SHERIFF'S OFFICE

I. PURPOSE

This Memorandum of Understanding, hereafter referred to as MOU, between the MONTANA DEPARTMENT OF CORRECTIONS, hereafter referred to as MDOC, and the LEWIS AND CLARK COUNTY SHERIFF'S OFFICE, hereafter referred to as COUNTY, is hereby entered into in order to facilitate the sale of firearms confiscated by MDOC to licensed firearms dealers.

II. OBJECTIVE

The objective of this MOU is to provide an outline of the roles and responsibilities of MDOC and COUNTY in order to adhere to the statutory requirements of section 46-5-313 MCA. COUNTY agrees to sell confiscated firearms on behalf of MDOC and to distribute the sale proceeds based on the method established in Section III.

III. SCOPE OF AGREEMENT

For the purpose of selling confiscated firearms, at a date to be determined by the COUNTY, each party agrees to perform the following duties:

MDOC will:

- A. Confiscating officer will clear all ammunition, accurately inventory and label firearms, and clear firearms of any legal claim to ownership according to probation and parole procedure P&P 60-4.
- B. Determine the approximate value of all firearms eligible for sale.
- C. Provide the COUNTY representative a list of firearms authorized by the courts as eligible for sale, at least one week prior to scheduled pick-up date.
- D. Maintain records of confiscated firearms delivered to COUNTY for sale and of proceeds received from COUNTY.

COUNTY will:

- A. Pick up eligible firearms from MDOC central office located at 5 S. Last Chance Gulch, Helena, MT at least every June 30 and December 31 (or nearest week day), or other dates as requested by MDOC, throughout the term of this MOU.
- B. Group firearms into lots for sale, organize sale, and complete sale of firearms to licensed firearms dealers.
- C. Provide MDOC with sale documents specifying actual dollar amount received for individual firearms.
- D. Provide payment to MDOC of sale proceeds less fifty (50) percent for administration of firearms sale.
- E. Maintain records of confiscated firearms delivered to COUNTY for sale and of proceeds paid To MDOC.

IV. PERIOD OF PERFORMANCE

This MOU shall remain in effect from the date of final signature until June 30, 2017, unless sooner terminated as herein provided:

This MOU may be terminated at any time by either party giving written notice of termination to the other party at least 30 days prior to the date fixed in such notice or when any and all cases relative to these firearms have worked their way through the judicial system.

V. AMENDMENT

This MOU may be amended by mutual agreement of the parties at any time during the term of the agreement. The party desiring an amendment shall propose the amendment in writing to each of the Project Officers who will review the proposed modification and make recommendations as to the acceptance or rejection of the proposal.

VI. LIABILITY OF COUNTY

MDOC agrees that the County shall not be liable for any property damage, personal injury or death either to persons or property due to any act of negligence or willful misconduct on the part of MDOC.

VII. ENTIRE AGREEMENT

This MOU shall constitute the entire agreement between the parties.

VIII. PARAGRAPH HEADINGS

The paragraph headings in this MOU are for the reader's convenience only and do not limit or construe the contents of any paragraph.

IX. NOTICE

The authorized representatives of the parties, to whom any notices, demands or communication required or permitted under this MOU shall be deemed to have been fully given, when made in writing and deposited in the United States mail, are as follows:

Megan Coy
Division Program Manager
Adult Community Corrections Division
5 S. Last Chance Gulch
Helena, MT 59101
406-444-1538

Chad Day
Evidence Technician Lewis and Clark
County Sheriff's Office
221 Breckenridge
Helena, Montana 59601
406-447-8250

