

MEMORANDUM OF AGREEMENT

MECKLENBURG COUNTY SHERIFF'S OFFICE AND **VENDOR.**

ITB SHF 006007

This Memorandum of Agreement is executed by and between **The Mecklenburg County Sheriff's Office** with its principal place of business at 700 East Fourth Street, Suite 100, Charlotte, North Carolina 28202 (MCSO); and

WHEREAS, in accordance with applicable North Carolina law, MCSO lawfully confiscated (Quantity) weapons more specifically described in **Schedule** attached hereto and incorporated herein (Confiscated Weapon(s)). MCSO followed appropriate legal procedures necessary for any person or entity that is the owner of a Confiscated Weapon, who the court deemed eligible to reclaim a Confiscated Weapon, to be able to reclaim possession of their respective Confiscated Weapon(s); and

WHEREAS, all Confiscated Weapons remain unclaimed and therefore, in accordance with North Carolina law, MCSO is entitled to exchange Confiscated Weapons for equipment and supplies needed by MCSO in its law enforcement operations, provided such exchange of unclaimed weapons is with a Federal Firearms Licensed (FFL) dealer; and

WHEREAS, Mecklenburg County North Carolina (County) Procurement Department followed the legally prescribed procedures to issue an ITB (Invitation to Bid) from FFL dealers, proposing to exchange the Confiscated Weapons on an "as is where is, not subject to inspection" basis; and XX (number) FFL dealers responded to the ITB, with Vendor being the FFL dealer with the most favorable response; and

WHEREAS, Vendor **and** warrants to the County and MCSO that it is a FFL weapons dealer in good standing, with **FFL license Number XXX expiration XXX**. Copy of FFL will be required.

WHEREAS, Vendor has completed all steps necessary in order to become an approved vendor for Mecklenburg County, North Carolina (County); and

WHEREAS, MCSO and Vendor, in consideration of the above and other good and valuable consideration more fully set forth herein, hereby agree as follows:

1. Weapon Serial Numbers were screened by MCSO against stolen firearms data bases and MCSO represents that at the time of transfer none of the weapons are known to be reported as stolen.
2. MCSO and Vendor hereby agree to exchange the Confiscated Weapons for equipment and supplies needed by MCSO in its law enforcement operations. Vendor will provide MCSO with equipment and supplies needed by MCSO, which equipment and supplies are more fully described in **Schedule** attached hereto and incorporated herein. (Hereafter collectively referred to as "Equipment and Supplies").
3. Upon receipt of the MCSO purchase order and execution of the MOA for the Equipment and Supplies listed in **Quote # XX**, Vendor will promptly issue its purchase order for the Equipment

and Supplies to the chosen vendor for new and unused Equipment and Supplies, with any available warranty on the Equipment and Supplies either issued solely and directly to MCSO; or with all appropriate authorization, any such warranties shall be completely and immediately transferred by Vendor to MCSO.

4. Vendor will make arrangements with MCSO to pick up and package the Weapons. Risk of loss or damage to the Confiscated Weapons shall transfer to Vendor immediately upon pickup by Vendor.
5. The aggregate cost of the Equipment and Supplies exchanged to MCSO by Vendor is \$, and the cost to MCSO for shipment (and insurance coverage) of the Equipment and Supplies from Vendor to MCSO is an additional \$ for an aggregate cost of \$, all as set forth on Schedule . These weapons were inspected and found to be in good working order.
6. Immediately upon receipt of the Confiscated Weapons, Vendor will credit the MCSO account at Vendor in the amount of \$, leaving MCSO with a balance owing of \$ for the Equipment and Supplies and shipping costs. Vendor will ship the Equipment and Supplies to MCSO, properly packaged in accordance with federal, state and interstate law approved shipping containers, which are properly insured for the full value of the Equipment and Supplies. Upon receipt of the Equipment and Supplies, undamaged and in good working order, MCSO shall promptly remit to Vendor the balance of \$ owed by MCSO to Vendor.

Governing Law and Venue. This agreement is made in accordance with and shall be governed by North Carolina law. In the event of any dispute arising hereunder, the parties shall use best efforts to resolve such dispute prior to resorting to litigation. The parties hereto agree that the venue for any legal dispute arising out of this agreement shall be Charlotte, North Carolina and for such purposes, both parties hereby submit to the sole jurisdiction of the courts in Charlotte, NC without application of any conflicts of laws provisions of any state or federal law.

Assignment. Neither party shall assign its rights, liabilities or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld.

Read and Agreed:

MECKLENBURG COUNTY SHERIFF'S OFFICE Vendor Name;

By: _____ (Signature)

Title: _____

Date: _____

By: _____ (Signature)

Title: _____

Date: _____