

MEMORANDUM OF UNDERSTANDING

Between

Department of Justice – Highway Patrol Division

And

Yellowstone County Sheriff's Office

MOU # Axon 001

Section 1. Parties and Purpose of Agreement.

- 1.1 This Memorandum of Understanding (MOU) is between Department of Justice (DOJ) Highway Patrol Division (MHP) and the Yellowstone County Sheriff's Office.
- 1.2 The purpose of this MOU is to coordinate the transfer of Axon Taser X2 equipment from MHP to the Yellowstone County Sheriff's Office.

Section 2. General Duties and Responsibilities

- 2.1 On June 20, 2023, MHP transferred to the Yellowstone County Sheriff's Office Taser X2 handles, batteries, cartridges and holsters. MHP Sergeant Brian Casey will act as the primary point of contact for coordinating the types and quantities of Taser X2 equipment to be transferred in the future. MHP Captain Jason Grover has approval authority over all proposed transfers.
- 2.2 The Yellowstone County Sheriff's Office identified Captain Robert Lester as the primary point of contact to assist MHP Captain Jason Grover with all logistical aspects of the equipment transfer.
- 2.3 MHP made reasonable steps to ensure equipment (tasers, cartridges, batteries, and holsters) were clean, in good working order, and not expired at the time of transfer or within six (6) months of the transfer date. All equipment is to be accepted "<u>as is</u>" and MHP will not accept any returns or exchanges.
- 2.4 The Yellowstone County Sheriff's Office must abide by all published Axon guidelines for Taser use to include current minimum standards for qualification and safe usage.
- 2.5 MHP and the Yellowstone County Sheriff's Office will identify all transferred equipment (by serial number, see below) and both parties will maintain a record of the inventory sheet for a minimum of five (5) years upon completion of the transfer. A representative from MHP and the Yellowstone County Sheriff's Office will each sign the inventory sheet to confirm accuracy of the types, quantities and serial numbers of equipment included with the transfer. Any change to the original quantities or types of equipment



transferred that occurs after the initial transfer will require an updated inventory sheet to be signed by both parties.

Section 3. Limitation of Liability.

The Yellowstone County Sheriff's Office absolves MHP of all liability associated with any future use of the transferred equipment.

Section 4. Term Effective Date.

This MOU is effective upon the date of final signature and remains in effect for as long as the Yellowstone County Sheriff's Office possesses the transferred equipment.

Section 5. Termination.

Either party may terminate this agreement at any point prior to the transfer of equipment.

Signatures and Dates

Captain Robert Lester, Yellowstone County

Jason Grow

Captain Jason Grover, MHP Operations Department of Justice Highway Patrol Division Date

09/11/2023

Date



AXON X2 handles transferred by serial number.

- 1 X29009XWF
- 2 X290075XX
- 3 X2900CA48
- 4 X290062KK
- 5 X2900E8HY
- 6 X290090RN
- 7 X290071VX
- 8 X29009YHH
- 9 X29005YXR
- 10 X290084Y4
- 11 X290075H6
- 12 X290090NA
- 13 X29005YEM
- 14 X290062R7
- 15 X29009WPV
- 16 X2900A093
- 17 ZZX290223
- 18 X29000P5C
- 19 X29003421
- 20 X29000RE5
- 21 X290071X8
- 22 X2900CYVE
- 23 X2900ESHM
- 24 X2900ENM1
- 25 X29009AAP
- 26 X290093RM
- 27 X2900D9A9
- 28 X29009HMY
- 29 X29009XXW
- 30 X29003E4R
- 31 X2900DYF3
- 32 X2900E8V0
- 33 X2900DCCN
- 34 X290093FT
- 35 X29008MYH
- 36 X29009YHW
- 37 X2900CC1P
- 38 X29009PXH