



Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT
May 20th, 2019

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

RE: Consider for approval an interlocal agreement between the City of Galveston and Gulf Coast Gun Busters for the disposal of weapons approved for destruction by the court, State Law, or Galveston Police Department policy, at no cost to the City.

I. Background

- A. The Police Department Property Room currently has over 40,000 pieces of property and evidence in its storage facility including knives, brass knuckles, handguns, other firearms and weaponry.
- B. The property can be disposed of when not claimed within a specified time frame or a judge has ordered so through the court system.
- C. As cases are closed and destruction orders issued or property is not claimed by the owner, the Property Room becomes overcrowded.
- D. Gulf Coast Gun Busters is able to dispose of these weapons at no cost to the Police Department by removing all usable parts (springs, grips, etc.) and reselling them.

II. Current Situation

- A. The Property Room currently has approximately 227 weapons awaiting disposal at the time of this request.
- B. The weaponry currently awaiting destruction includes handguns, long guns, BB/pellet guns, knives, brass knuckles, and machetes.
- C. Most of these items require special disposal procedures and machinery to properly dispose of them. The Galveston Police Department does not possess the machinery need to properly dispose of these items, making it necessary to use of a facility that has the proper machinery.

III. Issues

- A. Cost – There will be no cost to the City of Galveston.

IV. Departmental Improvements

- A. Gulf Coast Gun Busters will dispose of all of weapons currently awaiting destruction
- B. Gulf Coast Gun Busters will provide video evidence showing destruction of the weaponry as well as an affidavit affirming the destruction of each weapon.
- C. Gulf Coast Gun Busters is capable of proper disposal of all the weapons that the Galveston Police Department Property Room needs to dispose of free of charge.





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IV. Alternatives in order of priority

- A. Approval of the interlocal agreement with Gulf Coast Gun Busters.
- B. Do not approve the interlocal agreement with Gulf Coast Gun Busters.

V. Recommendation

Concur in Alternative A and grant approval of the interlocal agreement with Gulf Coast Gun Busters.

VI. Fiscal Impact Report

Requested by:	Vernon L. Hale, III Chief of Police
Funding Source:	N/A
Cost of Implementation:	No cost to implement

Respectfully Submitted,

Vernon L. Hale, III
Chief of Police, City of Galveston



MEMORANDUM OF UNDERSTANDING

BETWEEN

The City of Galveston Police Department (Agency)

AND

GBGC, LLC d/b/a Gulf Coast Gunbusters (Gunbusters)

WHEREAS, the The City of Galveston Police Department (“Agency”) confiscates, collects, seizes and maintains weapons for various legitimate law enforcement purposes and houses said weapons in its Property Division; and

WHEREAS, Agency may condemn and dispose of said weapons pursuant to court orders through the State of Texas, County of Galveston(Court); and

WHEREAS, Agency has legal authority pursuant to Texas (state) State law and the State of Texas, County of Galveston(Court) to request that weapons being maintained and stored in Agency’s Property Division be disposed of once various procedures and safeguards have been met; and

WHEREAS, Agency has been granted legal authority and permission to dispose of said weapons; and

WHEREAS, GBGC, LLC., d/b/a Gulf Coast Gunbusters (“GunBusters”) offers a Firearms Pulverizer system for law enforcement agencies intent on safely and efficiently destroying seized and surrendered firearms.

WHEREAS, GunBusters has been in business since 2016, is well established, and conducts business transactions with various law enforcement agencies throughout the United States; and,

WHEREAS, Agency desires to enter into an arrangement with GunBusters in order to safely and efficiently destroy seized and surrendered firearms; and

WHEREAS, no money will be exchanged or reimbursed as a result of the destruction of the firearms.

NOW, THEREFORE, Agency desires to enter into this Memorandum of Understanding as follows:

AGENCY AGREES TO:

1. Provide a Microsoft Excel spreadsheet to GunBusters at least ten (10) days prior to transfer of the firearms. The spreadsheet will contain at least the following fields: Make, Model, Caliber or Gauge, Serial Number, Action, Evidence Number.
2. Assign a designee(s) to work with a GunBusters representative to ensure that the inventory of weapons is accurate;
3. **Provide Gunbusters with a signed agent authorization form that will authorize Gunbusters to act as an agent for the Agency and giving Gunbusters the authority to transport, house and destroy the designated firearms by pulverization.**

GUNBUSTERS AGREES TO:

1. Destroy confiscated and surrendered firearms for the Agency by pulverization with the understanding that GunBusters will sell salvaged parts and scrap metals.
2. Arrange for current or retired law enforcement/military officers to pick up and securely transport the firearms to their destruction center located in Lafayette, La. GunBusters agrees to provide an inventory receipt to Agency representatives and assume full responsibility for said firearms;
3. Within 30 days of pick up from the Agency, GunBusters will destroy firearms by pulverization per Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) guidelines the serialized frame or receiver and provide Agency with a signed affidavit of GunBusters' destruction record and a DVD documenting the video destruction of each individual frame or receiver. In the case of obliterated or non-serialized (pre-1968 rifles and shotguns) firearms, the record will document Agency's evidence or file number, along with GunBusters' record number assigned to each firearm. Gunbusters will destroy all defaced serials within 7 days of pick up or upon verification of defaced, whichever is later, per ATF Variance requirements.

RELEASE OF LIABILITY:

GBGC, LLC shall be responsible for acts or omissions of its personnel. GunBusters agrees to release and forever discharge the City of Galveston (Gov. Entity) and The City of Galveston Police Department (Agency), their agents, servants and employees and their heirs, successors, executors, administrators and assigns of and from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity of whatever kind or nature for or because of any matter or thing done, omitted or suffered to be done prior to and including the date of the execution of this release or in the future on account of any damages both to person or property.

TERM: The term of this Memorandum of Understanding is for a period of one (1) year from the effective date of this Agreement and may be extended annually upon written mutual consent.

Liability: Each Party shall not be bound by any action taken by the other party in good faith in the exercise of the powers and authority conferred upon such party under this Agreement. The parties are not jointly and severally liable for any tort, contractual liability, misfeasance or malfeasance, violation of civil or criminal laws, or any other action arising out of, or in relation to, this Agreement.

Arbitration: Any civil action concerning any dispute arising out of this Agreement shall be submitted to arbitration under the auspices of the American Arbitration Association in the State of Agency. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of that association before a single arbitrator. The parties agree that the venue for any arbitration or litigation shall be the state courts located therein, or the United States District Court of the state in which the Agency is primarily located, as per the relevant jurisdictional or choice of venue requirements.

Entire Agreement: This Agreement constitutes the entire agreement between Gunbusters and the Agency pertaining to the subject matter contained herein, and supersedes all prior agreements, representations, warranties and understanding of the parties.

Termination: This Agreement may be terminated by mutual written consent of either of the Parties hereto. Any Party may elect to terminate its participation in this Agreement by providing thirty (30) days prior written notice to the other Party hereto.

Execution in Counterpart: The Agreement may be executed in two (2) counterparts, each of which shall be taken on to be an original. The parties hereto, intending to be bound, have signed this Agreement as of the date and year as written below.

WITNESS:

GBGC, LLC, A Louisiana
Limited Liability Company

BY: _____ Date: _____

Tim Heinzen
Owner

WITNESS:

The City of Galveston Police Department (Agency)

BY: _____ Date: _____

Brian Maxwell (Print Name)
City Manager (Title)