

**FIRST AMENDMENT TO AGREEMENT**

Between

CITY OF COLUMBIA, MISSOURI

And

GUNBUSTERS, LLC

THIS AMENDMENT (hereinafter "Amendment") is made by and between the City of Columbia, Missouri (hereinafter "City"), a Constitutional charter city of the State of Missouri, and Gunbusters, a company with authority to transact business within the State of Missouri, (hereinafter "Contractor"), both parties to an Agreement for Services, effective March 19, 2019, (hereinafter "Original Agreement"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City and Contractor entered into Original Agreement for the purpose of providing City with firearm destruction services; and

WHEREAS, both Parties wish to mutually amend Original Agreement to address the passage of House Bill 85 and ensure compliance with state law;

WHEREAS, both Parties now wish to amend the Original Agreement pursuant to the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

- I. **General.** All terms and provisions of Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
- II. **Amendment.** Both Parties agree to amend Original Agreement in the following manner:
  - a. **Under General Provisions.**
    - i. The following text of paragraph 2 in the Original Agreement shall be deleted:

"GunBusters, LLC, hereafter referred to as GunBusters shall destroy the listed weapons at no charge to the Agency with the understanding GunBusters will sell salvaged and recyclable parts and scrap metals. Weapons may include firearms which may not be possessed under federal or state law; to include fully automatic

weapons, those having defaced serial numbers or those which have been illegally modified.”

The above deleted text shall be replaced with the following, to read:

“GunBusters, LLC, hereafter referred to as GunBusters shall destroy the listed weapons at no charge to the Agency with the understanding GunBusters will sell salvaged and recyclable parts and scrap metals. Weapons may include firearms which may not be possessed under state law; including, but not limited to, fully automatic weapons, those having defaced serial numbers or those which have been illegally modified.”

**ii.** The following text of paragraph 3 in the Original Agreement shall be deleted:

“The Agency conveys said weapons to GunBusters, such weapons being free of any encumbrance, seizure claim, or another possessory claim. The Columbia Missouri Police Department is an official law enforcement entity (federal, state, county, or local government) that, pursuant to the provisions of the Gun Control Act of 1968 (“GCA”) and the National Firearms Act of 1934 (“NFA”), conveys to GunBusters on a repair basis, GCA and NFA regulated firearms, noting such process includes destruction by pulverization, as directed by the Agency. GunBusters will notify the ATF within 48 hours of destruction of a previously registered NFA firearm receiver(s).”

The above deleted text shall be replaced with the following, to read:

“The Agency conveys said weapons to GunBusters, such weapons being free of any encumbrance, seizure claim, or another possessory claim. The Columbia Missouri Police Department is an official law enforcement entity (state, county, or local government) that conveys to GunBusters on a repair basis, noting such process includes destruction by pulverization, as directed by the Agency.”

**iii.** The following text of paragraph 4 in the Original Agreement shall be deleted:

“GunBusters shall act as an agent of the Agency, for the sole purpose of destruction of the listed firearms by pulverization and authorizes GunBusters to transport, house and destroy seized and surrendered weapons for destruction by pulverization, with the Agency retaining ownership of each firearm until the moment of destruction. Accordingly, the Agency requests GunBusters to additionally destroy such firearms with serial numbers that are defaced or obliterated, acknowledging GunBusters is specifically acting as an agent of the Agency and not withstanding 18 U.S.C. § 922(k), such agency is entitled under 18 U.S.C. § 925(a)(1) to destroy contraband under its constructive control via its agent GunBusters.”

The above deleted text shall be replaced with the following, to read:

“GunBusters shall act as an agent of the Agency, for the sole purpose of destruction of the listed firearms by pulverization and authorizes GunBusters to transport, house and destroy seized and surrendered weapons for destruction by pulverization, with the Agency retaining ownership of each firearm until the moment of destruction. Accordingly, the Agency requests GunBusters to additionally destroy such firearms with serial numbers that are defaced or obliterated, acknowledging GunBusters is specifically acting as an agent of the Agency.”

b. **Under General Laws.**

i. The following text in the Original Agreement shall be deleted:

Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

The above deleted text shall be replaced with the following, to read:

Contractor shall comply with all state and local laws, rules, regulations, and ordinances.


III. **Confirmation of Original Agreement as Amended.** The Parties hereby adopt, ratify, and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

John Glascock, City Manager 

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Sheela Amin, City Clerk

Name: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Nancy Thompson, City Counselor / MDB 

(Seal)

**GunBusters, LLC**

By:  Rick Bergmeyer VP

Date: 11/2/21

ATTEST:

Introduced by Treece Council Bill No. R 39-19 A

**A RESOLUTION**


authorizing an agency receipt/agent authorization contracts with GunBusters, LLC for the destruction of firearms seized by or surrendered to the Police Department.


BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager and Police Chief are hereby authorized to execute agency receipt/agent authorization contracts from time to time with GunBusters, LLC for the destruction of firearms seized by or surrendered to the Police Department. The form and content of the contracts shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

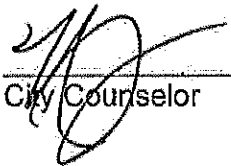
ADOPTED this 18<sup>th</sup> day of March, 2019.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

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## AGENCY RECEIPT / AGENT AUTHORIZATION CONTRACT

### General Provisions:

Received from the City of Columbia, Missouri, Police Department, hereafter referred to as "City" or "Agency", the attached list of                      (physical count) firearms, subject to final audit, designated and earmarked for destruction by pulverization.

GunBusters, LLC, hereafter referred to as GunBusters shall destroy the listed weapons at no charge to the Agency with the understanding GunBusters will sell salvaged and recyclable parts and scrap metals. Weapons may include firearms which may not be possessed under federal or state law; to include fully automatic weapons, those having defaced serial numbers or those which have been illegally modified.

The Agency conveys said weapons to GunBusters, such weapons being free of any encumbrance, seizure claim, or another possessory claim. The Columbia Missouri Police Department is an official law enforcement entity (federal, state, county, or local government) that, pursuant to the provisions of the Gun Control Act of 1968 ("GCA") and the National Firearms Act of 1934 ("NFA"), conveys to GunBusters on a repair basis, GCA and NFA regulated firearms, noting such process includes destruction by pulverization, as directed by the Agency. GunBusters will notify the ATF within 48 hours of destruction of a previously registered NFA firearm receiver(s).

GunBusters shall act as an agent of the Agency, for the sole purpose of destruction of the listed firearms by pulverization and authorizes GunBusters to transport, house and destroy seized and surrendered weapons for destruction by pulverization, with the Agency retaining ownership of each firearm until the moment of destruction. Accordingly, the Agency requests GunBusters to additionally destroy such firearms with serial numbers that are defaced or obliterated, acknowledging GunBusters is specifically acting as an agent of the Agency and not withstanding 18 U.S.C. § 922(k), such agency is entitled under 18 U.S.C. § 925(a)(1) to destroy contraband under its constructive control via its agent GunBusters.

### 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.

### Assignment:

Neither this Agreement nor any other interest arising from the execution of this Agreement may be assigned, pledged, transferred or hypothecated without the prior written consent of both GunBusters and the City.

**Governing Law and Venue:** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

**General Laws:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

**No Waiver of Immunities:** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**Notices:** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to City:**

City of Columbia, Missouri  
Police Department  
600 East Walnut  
Columbia, MO 65201  
ATTN: Chief of Police

**If to Contractor:**

GUNBUSTERS, LLC  
743 Spirit 40 Park Drive  
Chesterfield, MO 63005

**Entire Agreement:**

This Agreement constitutes the entire agreement between the Gunbusters and the Agency pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both GunBusters and the City. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding, unless the waiver is in writing and signed by the party making the waiver.

**Severability:**

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

_____	_____	_____	_____
For GunBusters, LLC	Date	For City of Columbia	Date
_____		_____	
Printed Name and Title		Printed Name and Title	
		Chief Law Enforcement Officer or Designee	
		_____	
		Agency Name	

R 3/18

Approved as to form: *WV*

\_\_\_\_\_  
City Counselor