
MEMO

APPROVED
5/13/2024



DATE: May 7, 2024
FROM: Lisa L. Moore
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Action Target Inc.

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

Submitted for your approval and execution is the attached service agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of Tulsa County Sheriff's Office and Action Target, Inc. for the removal and recycling of expended brass cartridge scrap and range lead scrap from the Sheriff's shooting range located at 6080 East 66th Street North Tulsa, Oklahoma 74117, as further described in the attached.

Respectfully submitted for your approval and execution.

LLM / dcc

SUBMITTED FOR: The May 13, 2024 BOCC meeting agenda.

CME# 20240784



APPROVED
5/13/2024

Action Target Inc.
c/o Diana Rotolo
3411 S. Mountain Vista Pkwy
Provo, Utah 84606
Tel: (801) 377-8033
Fax: (801) 377-8096

METALS RECYCLING CONTRACT - LE

THIS CONTRACT ("Agreement") between Action Target Inc. and its subsidiaries, assigns, and contractors on the one hand ("ATI" or the "ATI Parties") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "Effective Date") and includes the Attachments. ATI and Customer are sometimes referred to each as a "Party" or together as "Parties". This Agreement includes this cover page and Attachments 1 and 2. By signing, Customer authorizes ATI to use credits generated pursuant to this Agreement to pay invoices payable by Customer to Action Target for the Range Services provided by Action Target until Customer rescinds such authorization.

"Customer":	Name:	Tulsa County Sheriff's Office	
	Address:	6080 E. 66 th St. N.	
	City/State/Zip:	Tulsa OK 74117	
	Tel:	918-596-5601	Fax:
	Authorized Agent:		Email:

AUTHORIZED:

ACTION TARGET INC.

Scott Wright

Authorized Signature

Scott Wright, CFO


Printed Name and Title

2024-04-17

Date of Authorization

ACCEPTED AND AGREED:

CUSTOMER: *Stan Sallee*

Attest: *Michael Willis* 

Michael Willis, County Clerk

Authorized Signature

Stan Sallee Chairman

Printed Name and Title

5/13/2024

Date of Acceptance

APPROVED AS TO FORM/ LEGALITY

Andrew C. Mihelich

ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

CMF# 20240784

ATTACHMENT 1

TERMS AND CONDITIONS

SECTION 1. TERM. The initial Term of this Agreement begins on the date both parties sign and ends on December 31 of that year. During the Term, Customer cannot accept payment or payment-in-kind from any entity or person other than ATI for services similar to the Service offered pursuant to this Agreement. At the conclusion of the Term and each subsequent term, the parties may renew this agreement for 1 year by mutually executed writing. This agreement can be canceled by either Party by providing written notice.

SECTION 2. SERVICES TO BE PERFORMED. ATI will remove or cause to be removed expended brass cartridge scrap and range lead scrap (the “Service”) from the Customer’s range.

- a. **Scheduling.** Customer must contact ATI at 801-876-2442 or via email at recycle@actiontarget.com to schedule each Service. The date of service will be subject to ATI’s availability to perform the Service and will be arranged within 3 business days of the request.
- b. **Packaging Requirements.** Lead and brass must be separately identified, separately packaged, and on separate pallets. Drums or sacks must be strapped to the pallet and staged for pickup in an area accessible by truck.
 1. **Brass Packaging.** Customer must have all brass materials on pallets in either 55-gallon drums or Gaylord boxes with the top covered (stretch wrap or cardboard is okay). If the materials are in drums, the drums must be strapped to pallet. Drums should be filled to capacity and capped or lidded for transport.
 2. **Range Lead Packaging.** Customer must have all range lead on pallets in sealed 55-gallon drums. Drums should be filled to capacity. Drums must be strapped to a pallet with one drum per pallet. Drums sent to you by Action Target will be on single drum pallets. Please use these for lead drum shipments.
 3. **Order Packaging.** Customer may order 55-gallon drums, Gaylord boxes, pallets, or super sacks by contacting ATI. **Customer will pay for all other packaging including 20 gallon drums or five-gallon buckets (if required).**
- c. **Lead Quality.** Pricing is based on clean, indoor range steel trap lead with no other contaminants, or rubber berm trap lead with less than 4% other contaminants, e.g., rubber. **ABSOLUTELY No floor sweepings, HEPA Vac contents, unspent gun powder or live rounds are to be present with lead.** If the lead containers are found to contain any live gun powder or live rounds the customer risks being charged for the extra handling, separating and disposal of the material apart from the lead. Mixing this material with your lead is very dangerous and can result in injury, property damage and loss of life.
- d. **Brass Quality.** If any non-brass casings are fired on site, ATI will deduct this contaminant from brass and deduct from final weight confirmation. Small amounts of Shot shells and standard range sweeps may be in brass and is considered normal and expected, however, for large amounts of this material, after the sortation process, they must be disposed of as hazardous waste. We will deduct the following environmental fees to offset the treatment and disposal costs:

\$1.75/LB for sweeps, environmental fee will be charged for treatment and hazardous waste disposal.
\$0.40/LB for shot shells, environmental fee will be charged for hazardous waste disposal.
- e. **Weight Limits.** To receive the credit amount listed below the minimum weight for which service should be scheduled is 4,000 lbs. Weights from 3,000 to 3,999 lbs. will receive the price listed below minus \$.06 per lb. Weights from 2,999 lbs. or below will get a \$.10 per lb. premium and shipping will be deducted. The maximum per pallet weight is 4,000 lbs. per pallet. Customer is encouraged to utilize maximum weights when possible.
- f. **Credit.** A Final Weight Confirmation Report will be emailed to Customer within one week of receipt of metals at receiving warehouse (transit time from pickup to warehouse is generally 3–7 days). Upon receipt of the Report, Customer may contact ATI and elect either (1) a Credit (plus 10% as discussed below) towards the Action Target Store, Action Target Equipment, or Action Target Services; or (2) a check; however, a check and credit may not be combined. If Customer elects a check, the check will be mailed to Customer within 30 days after receiving the Report in an amount as calculated below, subject to a possible deduction as stated herein. If Customer elects a credit, Customer will receive the Credit—in the amount the check would have been plus 10%—immediately after notifying Action Target as stated in the Report. If the customer has any outstanding unpaid balances with ATI, credit may be used to pay towards these balances. Notwithstanding anything herein, Credits expire after 24 months of Customer’s receipt.
 1. **Brass shell credit.** Customer will receive 54% of the copper price (per pound, brass shells received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
 2. **Steel Trap lead credit.** Customer will receive 45% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
 3. **Rubber berm trap lead credit.** Customer will receive 39% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service. **RBT Service Contract must be signed for RBT cleaning by ATI.**

LME.com displays prices in dollars per metric ton. To convert to dollars per pound, use the following Credit Conversion Formula:

Steel Trap Range lead: $(\text{LME Price} * 45\%) / 2204.6 = \text{price per pound}$
Rubber Berm Trap Range lead: $(\text{LME Price} * 39\%) / 2204.6 = \text{price per pound}$
Brass: $(\text{LME Price} * 54\%) / 2204.6 = \text{price per pound}$

For example, if LME.com gives the lead price as \$2,223, multiply that by 45%, which equals \$1,000.35. Then to convert to dollars per pound, divide that by 2204.6. This gives you a price of \$0.45 cents per pound with a minimum 4,000 lbs. Weights from 2,000 to 3,999 lbs. would receive \$0.39 per lb. and weights over 10,000 lbs. will receive an increase as set forth in Attachment 2.

ATI will pick up lead dust and will provide a credit of \$.01 per pound of lead dust.

For any questions related to scheduling, packaging requirements, quality, weight limits, or credit, please call 801-876-2442 or email recycle@actiontarget.com.

SECTION 3. CUSTOMER OBLIGATIONS. On the date of pickup, Customer must have the range available for ATI to perform the Service.

SECTION 4. ASSIGNMENT. Customer shall not assign any of the rights or obligations provided to it by or required under this Agreement, without first obtaining the prior written consent of ATI. Any assignment made by Customer without the prior written consent of ATI shall be null and void.

SECTION 5. CREDIT ADJUSTMENT. ATI shall be entitled to adjust the Credit Conversion Formula set forth in Section 2 upon changes in worldwide metals pricing. If ATI adjusts the formula, Customer shall be entitled to terminate the agreement within 30 days of notice of adjustment. If Customer does not notify ATI in writing of termination, this Agreement shall continue as set forth in Section 1.

SECTION 6. PACKAGING. If Customer breaches this Agreement, ATI shall be entitled to a reimbursement of costs for any packaging provided to Customer and any other remedies available.

SECTION 7. GENERAL PROVISIONS. This Agreement is governed by the laws of the State of Oklahoma and any claim or dispute shall be brought in Tulsa County, Oklahoma. If any term, provision, or condition of the Agreement is held to be invalid, void, or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect, provided that such unenforceability does not materially affect the parties' rights under this Agreement. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Customer and ATI shall survive the completion of all Services to be performed under the Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against ATI. The individuals executing the Agreement warrant that they have read and understood its provisions, and that they are authorized to bind the Parties for which they sign. The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

SECTION 8. ENTIRE AGREEMENT. This written Agreement is the entire integrated agreement between Customer and ATI and supersedes all prior negotiations, representations, or agreements, whether written or oral.

CUSTOMER AND PROJECT INFORMATION

Range Name: Tulsa County Sheriff's Office

Address: 6098 E. 66th St. N, Tulsa OK 74119
 Contact Person: Tim Wilkens
 Phone Number: 918-591-6165
 Email Address: twilkens@tsco.org
 Loading hours: 0800-1500

VOLUME

A full 55-gallon drum of brass weighs approximately 600 lbs., a 2/3-full 55-gallon drum of lead weighs approximately 1,200 lbs., and a full-size Gaylord box of brass weighs approximately 3,000 lbs. Knowing this:

- What is your approximate monthly brass volume in drums/lbs.?
- What is your approximate monthly lead volume in drums/lbs.?
- Do you shoot frangible bullets?
- How much weight do you anticipate ATI will pick up per Service?
- How often do you anticipate scheduling Service? (Minimum pickup weight is 4,000 lbs.)
- Does your range have a Total Containment Trap with a screw auger?

ACCESS

Dock high access?	YES	NO
Pallet jack on site?	YES	NO
Forklift on site?	YES	NO
18-wheeler access?	YES	NO
24-foot box truck access (lift gate)?	YES	NO

AMMUNITION

Are any of the following cases (“Contaminants”) fired on site (if the answer to any is yes, ATI will deduct 4% from the Final Weight Confirmation sent to Customer):

Aluminum?	YES	NO
Steel?	YES	NO
Shotgun shells?	YES	NO

If you remove all of the above Contaminants from your brass, ATI will not deduct 4%. If any shipment contains higher than 4% Contaminants, ATI shall be entitled to deduct the higher percentage on the next shipment.

No floor sweepings or live rounds are to be present with lead

ATTACHMENT 2

TIERED PRICING

Tier 1 – 10,000 lbs. limit of combined brass and lead

- Add \$0.05 to the current market price for brass
- Add \$0.03 to the current market price for lead

Tier 2 – 15,000 lbs. limit of combined brass and lead

- Add \$0.05 to the current market price for brass
- Add \$0.05 to the current market price for lead

Tier 3 – 40,000 lbs. limit of combined brass and lead

- Add \$0.10 to the current price for brass
- Add \$0.10 to the current price for lead

A full truckload is 44,000 lbs. For 41,000 lbs. to 44,000 lbs. pickups, Customer must provide a forklift and pallet jack or have a loading dock.

If Customer provides its own packaging, add \$0.04 to the current market price for lead and brass

Signature Certificate

Reference number: BSYHZ-TYWVB-FS6XW-5C5WM

Signer

Timestamp

Signature

Scott Wright

Email: swright@actiontarget.com

Sent:

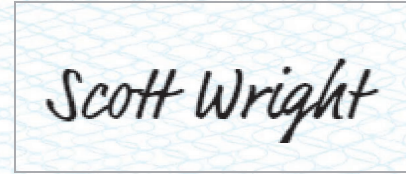
17 Apr 2024 15:03:06 UTC

Viewed:

17 Apr 2024 15:05:07 UTC

Signed:

17 Apr 2024 15:05:20 UTC



Recipient Verification:

✓ Email verified

17 Apr 2024 15:05:07 UTC

IP address: 69.169.181.237

Location: Provo, United States

Document completed by all parties on:

17 Apr 2024 15:05:20 UTC

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