

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2025, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY AND THE UNION PACIFIC RAILROAD FOR THE DONATION OF A RAILCAR TO THE HARRIS COUNTY FIRE MARSHAL'S OFFICE

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County the attached Agreement between Harris County and the Union Pacific Railroad for the donation of a railcar for the Harris County Fire Marshal. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

DONATION AGREEMENT

This Donation Agreement (the "Donation Agreement") dated __ of _____, 2025 is entered into between UNION PACIFIC RAILROAD COMPANY (the "Donor") and HARRIS COUNTY FIRE MARSHAL'S OFFICE (the "Recipient").

WHEREAS, the Donor has in its possession a UNION PACIFIC RAILROAD CAR (the "Car") as more fully described in the attached Exhibit A (the "Equipment").

WHEREAS, the Recipient wishes to receive the Equipment as a donation from the Donor and the Donor wishes to donate the same to Recipient.

1. Liability. The Recipient assumes all risk associated with the receipt of the Equipment and agrees to release, defend, indemnify and save harmless the Donor, its successors and assigns, from and against any and all liability, suits, claims, damages, judgments, cost (including, without limitation, attorneys' fees), losses outlays and expense (the "Liability") growing out of, caused by or contributed to by, or arising in any way whatsoever from the Equipment, including without limitation, liability growing out of, caused by or contributed to by, or arising in any way whatsoever from (1) the use of the Equipment; (2) the nature, fitness, design, condition or state of repair of the Equipment (or defects therein or thereof); (3) title to the Equipment; (4) any other cause or causation whatsoever, regardless of the negligence (whatever sole or otherwise), if any, of the Donor, its agents, servants employees or invitees; or (5) any environmental condition or contamination attributable to the Equipment, including scrapping, recycling or transportation.

2. Title to the Goods. The title to the Equipment that the Donor has shall pass to the Recipient upon delivery of the Equipment to the Recipient, which delivery shall be evidenced by execution of this Donation Agreement.

3. Risk of Loss. The risk of loss of the Equipment is passed by the Donor to the Recipient immediately upon execution of this Donation Agreement.

4. Donor Makes No Warranties. THE EQUIPMENT DONATED PURSUANT TO THIS DONATION AGREEMENT IS DELIVERED "AS IS" AND WITH ALL FAULTS, AND AS THERETO THE DONOR NEITHER MAKES NOR IMPLIES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF TITLE TO THE EQUIPMENT.

5. Subcontracting/Assignment. The parties may not assign their obligations under this Donation Agreement unless it shall first obtain the written approval of the non-assigning party. Approval for services to transport the Car have been proposed and are detailed in Exhibit B.

6. Governing Law-Choice of Forum. The parties' respective rights and obligations hereunder are governed by the laws of the State of Texas, located in Harris County, Texas, and the parties consent to said courts' jurisdiction over the parties and the subject matter of said dispute and to proper venue in said courts.

NOW THEREFORE, the Donor agrees to donate the Equipment to the Recipient in consideration of the terms herein set forth.

UNION PACIFIC RAILROAD COMPANY

HARRIS COUNTY FIRE MARSHAL'S OFFICE

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

**APPROVED AS TO FORM:
HARRIS COUNTY ATTORNEY
CHRISTIAN D. MENEFEE**

Harrison Long _____
HARRISON LONG
ASSISTANT COUNTY ATTORNEY
CA FILE NO. 25GEN360

HARRIS COUNTY

LINA HIDALGO
COUNTY JUDGE

PROPOSED GIFT TO HARRIS COUNTY, TEXAS

DEPARTMENT ACCEPTING GIFT AND SUBMITTING REQUEST TO COMMISSIONERS COURT

Department Name	Fund	Department #
Harris County Fire Marshal's Department	1000	213

DEPARTMENT RETAINING GIFT UPON COMMISSIONERS COURT APPROVAL (IF DIFFERENT FROM ABOVE DEPARTMENT)

Department Name	Fund	Department #
N/A		

Union Pacific Railroad is donating a rail car, which was involved in the derailment that occurred in Highlands on December 6, 2024. Choctaw Construction Services, LLC, will be donating the equipment and personnel to transport the tank car to HCFMO, while Pat Baker Company, LLC, will be donating the crane and personnel to lift and place it.

Gift Description*

\$ 118,530.80
 Total Dollar Amount or Estimated Market Value*

Union Pacific Railroad: Rail Car \$80,000 value
 Choctaw Construction Services, LLC: Transportation of rail car \$4600 value
 Pat Baker Company, LLC: Crane and placement of tank car \$33,930.80 value

Name of Donor(s)

***Harris County's acceptance of this donation/gift does not represent Harris County's agreement with the property owner's appraised value or claimed fair market value.**

Special Purposes/Restrictions:

With this donation, HCFMO will use the rail car as a training prop at the Harris County Fire and Sheriff's Office Training Academy in Humble. The rail car is a pressurized vessel used to transport propane. With this addition, HCFMO will be able to train Harris County first responders in a controlled environment through simulated training evolutions on train derailments.

NOTE: If there are no restrictions, please indicate. If more space is required, please identify or summarize above and indicate that there is an attachment.

Accepted:

Harris County, Texas

By: _____

Per Commissioners Court Order: Volume _____ Page _____ Date _____



Choctaw Construction Services, LLC

CCS will be assisting Pat Baker Company with the transportation of a UPRR tanker car from the Highlands Derailment site to Humble, TX. Our services will include the provision of a haul truck, an escort vehicle, and all necessary permits required for the transport of the tanker car. The total cost for CCS's portion of the transportation, from Highlands, TX to Humble, TX, is \$4,600.00.

Any additional equipment, labor, or support services will need to be discussed and agreed upon by both CCS and Pat Baker Company prior to the commencement of any work. Should further documentation or clarification be required, or if there are any questions, please do not hesitate to contact any of our team members.

We look forward to contributing to the successful completion of this task and ensuring the safety of all parties involved.

railcar value from WP
\$80,000
CCS
\$4,600.00
Baker
\$33,930.80

PAT BAKER COMPANY, LLC

P.O. BOX 100
10321 EAST HIGHWAY 90
KINGSBURY, TX 78638

CHASE BAKER
GENERAL MANAGER

PHONE: 830-639-4426
SAN ANTONIO PHONE 210-658-3500
WATTS 800-292-5454
FACSIMILE 830-639-4429

Invoice

Sold To:
Harris County Fire Marshals
ATTN: Jason Barnes
2318 Atascocita Road
Humble, TX 77396

Invoice Number
QUOTE

Invoice Date
1/20/25

Customer ID:	Payment Terms	Customer PO	Due Date
Harris4	Net 30 Days		2/19/25

Description	Quantity	Unit Price	Amount
LOCATION: HUMBLE, TEXAS			
JANUARY 20, 2024			
DONATION ESTIMATE FOR: MOVING EMPTY LPG TANK CAR FROM HIGHLANDS, TEXAS DERAILMENT SITE TO HAZMAT TRAINING FACILITY IN HUMBLE, TEXAS			
<Ea			
8 A M - 6 P M (10 HRS)			
3 - SUPERVISORS @ 8 HRS EA - STRAIGHT TIME	24.00	119.09	2,858.16
3 - SUPERVISORS @ 2 HRS EA - OVERTIME	6.00	153.12	918.72
5 - OPERATORS @ 8 HRS EA - STRAIGHT TIME	40.00	86.56	3,462.40
5 - OPERATORS @ 2 HRS EA - OVERTIME	10.00	116.85	1,168.50
4 - LABORERS @ 8 HRS EA - STRAIGHT TIME	32.00	86.56	2,769.92
4 - LABORERS @ 2 HRS EA - OVERTIME	8.00	116.85	934.80
1 TON TRUCK #85	10.00	47.64	476.40
1 TON TRUCK #86	10.00	47.64	476.40
1 TON TRUCK #87	10.00	47.64	476.40
1 TON TRUCK #88	10.00	47.64	476.40
CAT 583 SIDEBOOM #7	10.00	323.40	3,234.00
CAT 583 SIDEBOOM #8	10.00	323.40	3,234.00
CAT 330 EXCAVATOR #1	10.00	329.52	3,295.20
GRAPPLE/ THUMB	10.00	30.00	300.00
<Ea			

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
TOTAL	Continued

PAT BAKER COMPANY, LLC

P.O. BOX 100
10321 EAST HIGHWAY 90
KINGSBURY, TX 78638

CHASE BAKER
GENERAL MANAGER

PHONE: 830-639-4426
SAN ANTONIO PHONE 210-658-3501
WATTS 800-292-5451
FACSIMILE 830-639-4429

Invoice

Sold To:
Harris County Fire Marshals
ATTN: Jason Barnes
2318 Atascocita Road
Humble, TX 77396

Invoice Number
QUOTE

Invoice Date
1/20/25

Customer ID:	Payment Terms	Customer PO	Due Date
Harris4	Net 30 Days		2/19/25

Description	Quantity	Unit Price	Amount
HAUL TRUCK #28 W/TRAILER	10.00	HR 125.00	1,250.00
HAUL TRUCK #29 W/TRAILER	10.00	HR 125.00	1,250.00
HAUL TRUCK #50 W/TRAILER	10.00	HR 125.00	1,250.00
SUPPORT TRUCK #39 W/TRAILER	10.00	HR 125.00	1,250.00
SUPPORT TRUCK #40 W/TRAILER	10.00	HR 125.00	1,250.00
PERMITS	6.00	EA 105.00	630.00
PLUS 15% MARK UP	630.00	EA 0.15	94.50
KENCO BUCKET TRUCKS	2500.00	EA 1.00	2,500.00
PLUS 15% MARK UP	2500.00	EA 0.15	375.00

Subtotal	33,930.80
Sales Tax	
Total Invoice Amount	33,930.80
TOTAL	33,930.80