



NOTICE AND AGENDA OF REGULAR MEETING

Pursuant to the Oklahoma Open Meeting Act (25 O.S. Sec. 301, et seq.), notice is hereby given that the Board of County Commissioners, Pittsburg County, will hold a regular meeting as follows

FILED

DATE: July 3, 2023
TIME: 9:00 A.M.
PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY, ROOM 100B
MCALESTER, OKLAHOMA

JUN 30 2023
8:31 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO BE TAKEN ON THE FOLLOWING LISTED ITEMS ON THE AGENDA

AGENDA

1. CALL MEETING TO ORDER
2. ROLL CALL:
CHARLIE ROGERS - CHAIRMAN
ROSS SELMAN - VICE-CHAIRMAN
KEVIN SMITH - MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES
 - A. Regular Meeting from June 26, 2023
5. RECOGNITION OF GUESTS/PUBLIC COMMENTS
PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE LIMITED IN DURATION TO THREE (3) MINUTES. COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. ANY COMMENTS BY THE PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED OR DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION AND POSSIBLE ACTION.
6. OFFICIALS – DEPARTMENT REPORTS
 - A. COUNTY CLERK
 - i. List of Requisitioning and Receiving Officers for Fiscal Year 2023-2024
 - B. BOARD OF COUNTY COMMISSIONERS
 - i. Fiscal Year 2023 Revised Budget for the Southeast Oklahoma Library System
7. FISCAL TRANSACTIONS
 - A. Claims and Purchase Orders

- B. Transfers
 - C. Monthly Reports
 - D. Blanket Purchase Orders
8. UNFINISHED BUSINESS
- A. Award/Reject Bid No. 30, One (1) High School Regulation Portable Basketball Court
 - B. Discussion, Consideration and Possible Action to Approve Lawn Services Agreement with CR Mowing – Health Department
 - C. Discussion, Consideration and Possible Action to Approve Project Agreement between Pittsburg County and the Oklahoma Department of Transportation for Grant Funding for the Construction of a Lake Access Road serving Lake Eufaula – District 3
9. AGENDA ITEMS
- A. Discussion, Consideration and Possible Action regarding Courthouse HVAC System and Courthouse Hours
 - B. Discussion, Consideration and Possible Action to Approve Lease Agreement between Under One Roof and District 18 Drug Court for Office Space in McIntosh County
 - C. Discussion, Consideration and Possible Action to Approve the Fiscal Year 2024 Contract for Regional Secure Detention Including Two, One-Year Options to Renew for Fiscal Year 2025 and Fiscal Year 2026 between Pittsburg County and the Oklahoma Office of Juvenile Affairs
 - D. Discussion, Consideration and Possible Action to Approve the Memorandum of Understanding between Pittsburg County and the American Red Cross to lease office space and storage space at the Pittsburg County Emergency Management facility for Fiscal Year 2024
 - E. Discussion, Consideration and Possible Action to Approve Maintenance Renewal Agreement between Miller Office Equipment and Pittsburg County Emergency Management
 - F. Discussion, Consideration and Possible Action to Approve Lease Agreement between Pittsburg County and the Estate of I. Jack Stephens and Pittsburg County for the Longtown shop
 - G. Discussion, Consideration and Possible Action to Amend Resolution 23-334 transferring equipment from McAlester Fire Department to Pittsburg County Emergency Management
 - H. Resolution 24-001 to Advertise for Oil & Gas Lease
 - I. Resolution 24-002 Rescinding the Awarding of Bid No. 19, On-Premise VOIP PBX System to Biz-Tel Communications and Re-Awarding to VIP Technology Solutions
 - J. Resolution 24-003 to Cancel Purchase Order – American Rescue Plan Act Fund
 - K. Resolution 24-004 to Declare Item as Junk – Election Board
 - L. Resolution 24-005 to Cancel Purchase Orders – Expo Center
 - M. Resolution 24-006 to Re-Advertise for One (1), Type 6 Wildland Fire Apparatus, Lease Purchase with Financing Included, Please Include Options for Three (3) and Five (5) Year Annual Payments for Krebs Fire Department
 - N. Discussion, Consideration and Possible Action of Approval of Tentative Budget for Fiscal Year 2023-2024 for the Pittsburg County Animal Shelter

10. ROAD CROSSING PERMITS

- A. Permit 24-001, Legacy Energy Partners for Trinity Operating (USG), LLC, Temporary Water Line – District 3
- B. Permit 24-002, Legacy Energy Partners for Arkoma Water Resources, to Bore a Permanent Salt Water Line in Section 11, Township 5 North, Range 12 East – District 3
- C. Permit 24-003, Legacy Energy Partners for Arkoma Water Resources, to Bore a Permanent Salt Water Line in Section 10, Township 5 North, Range 12 East – District 3
- D. Permit 24-004, Legacy Energy Partners for Arkoma Water Resources, to Bore a Permanent Salt Water Line in Section 9, Township 5 North, Range 12 East – District 3

11. NEW BUSINESS

CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA.

12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BID OPENINGS

- A. Bid No. 32, Portable Rodeo Arena

14. RECESS/ADJOURNMENT



Commissioners' Assistant

PITTSBURG COUNTY COMMISSIONER
JULY 3, 2023
MEETING MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on June 20, 2023 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:31 A.M., June 30, 2023.

1. CALL MEETING TO ORDER: The meeting was called to order by Chairman Rogers.

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

3. APPROVAL OF AGENDA: Smith made a motion to approve the agenda; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING, JUNE 26, 2023: The minutes from the previous meeting, June 26, 2023 regular meeting were read. Smith made a motion to approve the minutes; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. LIST OF REQUISITIONING AND RECEIVING OFFICERS FOR FISCAL YEAR 2023-2024: The board reviewed the requisitioning and receiving officers.

B. BOARD OF COUNTY COMMISSIONERS:

i. FISCAL YEAR 2023 REVISED BUDGET FOR SOUTHEAST OKLAHOMA LIBRARY SYSTEM: The board reviewed the budget.

7. FISCAL TRANSACTIONS:

A. CLAIMS AND PURCHASE ORDERS: Rogers made a motion to approve the purchase orders for payment after review and signature; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. TRANFERS: Smith made a motion to approve all transfers; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. OFFICIAL'S MONTHLY REPORTS: Smith made a motion to approve the monthly reports of officers; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

The board moved down the agenda to item 8.

8. UNFINISHED BUSINESS:

A. AWARD/JECT BID NO. 30, ONE (1) HIGH SCHOOL REGULATION PORTABLE BASKETBALL COURT: Smith stated that only 1 bid met all of the specifications. Smith stated that the Prater Flooring in the amount of \$206,642.00 is the lowest and best bid that falls within the specifications 120x60 with the rubber transition ramps. Smith made a motion to award the bid to Prater flooring for the new floor in the amount of \$206,642.00; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LAWN SERVICES AGREEMENT WITH CR MOWING – HEALTH DEPARTMENT: Smith made a motion to approve the agreement; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PROJECT AGREEMENT BETWEEN PITTSBURG COUNTY AND THE OKAHOMA DEPARTMENT OF TRANSPORTAION FOR GRANT FUNDING FOR THE CONSTRUCTION OF A LAKE ACCESS ROAD SERVING LAKE EUFAULA, DISTRICT 3: Sandra Crenshaw stated that the project is for Bugtussle. Selman made a motion to approve the agreement; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION REGARDING COURTHOUSE HVAC SYSTEM AND COURTHOUSE HOURS: Smith stated that Anthony with Stone is setting up to get a crane to replace compressors. Smith said that Anthony has been able to keep part of the system running. Smith said that they may have to shut down for a complete day while doing the installation. The board discussed options for closing at least during the heat of the day. Smith said that the later part of the week is supposed to be cooler. Smith made a motion to close at 2:00 or today only; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE AGREEMENT BETWEEN UNDER ONE ROOF AND DISTRICT 18 DRUG COURT FOR OFFICE SPACE IN MCINTOSH COUNTY: Rogers stated that the agreement is in the amount of \$175.00 a month. Smith made a motion to approve the agreement; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FISCAL YEAR 2024 CONTRACT FOR REGIONAL SECURE DETENTION INCLUDING TWO, ONE-YEAR OPTIONS TO RENEW FOR FISCAL YEAR 2025 AND FISCAL YEAR 2026 BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA OFFICE OF JUVENILE AFFAIRS: Smith made a motion to approve the payment; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN PITTSBURG COUNTY AND THE AMERICAN RED CROSS TO LESE OFFICE SPACE AND STORAGE SPACE AT THE PITTSBURG COUNTY EMERGENCY MANAGEMENT FACILITY FR FISCAL YEAR 2024: Rogers made a motion to approve the memorandum; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

E. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MAINTENANCE RENEWAL AGREEMENT BETWEEN MILLER OFFICE EQUIPMENT AND PITTSBURG COUNTY EMERGENCY MANAGEMENT: Smith made a motion to approve the agreement upon signature; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

F. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE AGREEMENT BETWEEN PITTSBURG COUNTY AND THE ESTATE OF I. JACK STEPHENS FOR THE LONGTOW SHOP: Rogers made a motion to approve the lease agreement; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

G. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO AMEND RESOLUTION 23-334 TRANSFERRING EQUIPMENT FROM MCALESTER FIRE DEPARTMENT TO PITTSBURG COUNTY EMERGENCY MANAGEMENT: Rogers read the resolution stating the following items.

DESCRIPTION	INVENTORY #	SERIAL #
Self-Contained Breathing Apparatus	FD-MCAL-621.5	164831020003
Self-Contained Breathing Apparatus	FD-MCAL-621.1	164058020008
Self-Contained Breathing Apparatus	FD-MCAL-621.6	164831020005
Self-Contained Breathing Apparatus	FD-MCAL-621.2	164058020002
Self-Contained Breathing Apparatus	FD-MCAL-621.3	164058020010
Self-Contained Breathing Apparatus	FD-MCAL-621.4	164058020011
SCBA Cylinder	FD-MCAL-613.21	514 521
SCBA Cylinder	FD-MCAL-613.20	514 169
SCBA Cylinder	FD-MCAL-613.18	514 275
SCBA Cylinder	FD-MCAL-613.23	514 186
SCBA Cylinder	FD-MCAL-613.17	514 539
SCBA Cylinder	FD-MCAL-613.22	514 183
SCBA Cylinder	FD-MCAL-613.19	514 528
SCBA Cylinder	FD-MCAL-613.16	54928108
Face Pieces w/Air Switch	FD MCAL-615.1	50006716003
Face Pieces w/Air Switch	FD MCAL-615.2	50004326040
Face Pieces w/Air Switch	FD MCAL-615.3	N/A
Face Pieces w/Air Switch	FD MCAL-615.4	492118177
Face Pieces w/Air Switch	FD MCAL-615.6	500067160005
Face Pieces w/Air Switch	FD MCAL-615.7	N/A
Face Pieces w/Air Switch	FD MCAL-615.9	50004326039
Face Pieces w/Air Switch	FD MCAL-615.10	55492048
Face Pieces w/Air Switch	FD MCAL-615.11	500043758002
Face Pieces w/Air Switch	FD MCAL-615.12	55303049
Face Pieces w/Air Switch	FD MCAL-615.13	50008054003
Face Pieces w/Air Switch	FD MCAL-615.14	50825005
Face Pieces w/Air Switch	FD MCAL-615.8	50006411001
Face Pieces w/Air Switch	FD MCAL-615.17	50001255803
Face Pieces w/Air Switch	FD MCAL-615.18	500017101015
Face Pieces w/Air Switch	FD MCAL-615.15	500025400008
Face Pieces w/Air Switch	FD MCAL-615.16	500017101019

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DESCRIPTION	INVENTORY #	SERIAL #
Face Pieces w/Air Switch	FD MCAL-615.19	2350004480001
Face Pieces w/Air Switch	FD MCAL-615.20	500043206047
Face Pieces w/Air Switch	FD MCAL-615.21	50006716002
Face Pieces w/Air Switch	FD MCAL-615.22	500067160007
Face Pieces w/Air Switch	FD MCAL-615.23	500043206006
Face Pieces w/Air Switch	FD MCAL-615.24	500043206001
Face Pieces w/Air Switch	FD MCAL-615.5	N/A

Rogers made a motion to approve the amended resolution; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

H. RESOLUTION 24-001 TO ADVERTISE FOR OIL & GAS LEASE: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

I. RESOLUTION 24-002 TO RESCINDING THE AWARDDING OF BID NO. 19, ON PREMISE VOIP PBX SYSTEM TO BIZ-TEL COMMUNICATIONS AND RE-AWARDING TO VIP TECHNOLOGY SOLUTIONS: Sandra Crenshaw stated that VIP is the next lowest bidder and also on the state contract and purchasing cooperative. Smith made a motion to re-award the bid to VIP Technology Solutions; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

J. RESOLUTION 24-003 TO CANCEL PURCHASE ORDER – AMERICAN RESCUE PLAN ACT FUND: Rogers read the resolution stating purchase order 9182. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

K. RESOLUTION 24-004 TO DECLARE ITEM AS JUNK – ELECTION BOARD: Rogers read the resolution stating the following item

DESCRIPTION	INVENTORY #
Brother HL-L 8360 CDW Printer	SL-218-18

Rogers made a motion to declare the printer as junk; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

L. RESOLUTION 24-005 TO CANCEL PURCHASE ORDERS – EXPO CENTER: Rogers read the resolution stating purchase orders 7250, 7948, 7955, 7990, 8642, 8860, 8867, 9884 and 9903. Rogers made a motion to cancel the purchase orders; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

M. RESOLUTION 24-006 TO RE-ADVERTISE FOR ONE (1), TYPE 6 WILDLAND APPARATUS, LEASE PURCHASE WITH FINANCING INCLUDED, PLEASE INCLUDE OPTIONS FOR THREE (3) AND FIVE (5) ANNUAL PAYMENTS FOR KREBS FIRE DEPARTMENT: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

N. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION OF APPROVAL OF TENTATIVE BUDGET FOR FISCAL YEAR 2023-2024 FOR PITTSBURG COUNTY ANIMAL SHELTER: Rogers made a motion to approve the tentative budget; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMITS:

A. PERMIT 24-001, LEGACY ENERGY PARTNERS FOR TRINITY OPERATING (USG), LLC, TEMPORARY WATERLINE – DISTRICT 3: Selman made a motion to approve the road crossing permit; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. PERMIT 24-002, LEGACY ENERGY PARTNERS FOR ARKOMA WATER RESOURCES, TO BORE A PERMANENT SALT WATER LINE IN SECTION 11, TOWNSHIP 5 NORTH, RANGE 12 EAST – DISTRICT 3: Smith made a motion to approve the road crossing permit; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. PERMIT 24-003, LEGACY ENERGY PARTNERS FOR ARKOMA WATER RESOURCES, TO BORE A PERMANENT SALT WATER LINE IN SECTION 10, TOWNSHIP 5 NORTH, RANGE 12 EAST – DISTRICT 3: Smith made a motion to approve the road crossing permit; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. PERMIT 24-004, LEGACY ENERGY PARTNERS FOR ARKOMA WATER RESOURCES, TO BORE A PERMANENT SALT WATER LINE IN SECTION 9, TOWNSHIP 5 NORTH, RANGE 12 EAST – DISTRICT 3: Rogers made a motion to approve the road crossing permit: seconded by Smith.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

11. NEW BUSINESS:

A. CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO POSTING THIS AGENDA: None.

The board moved back up the agenda to item 7D.

7. FISCAL TRANSACTIONS:

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Expo	003	\$ 500.00	Johnny's Market
District 3	004	\$ 300.00	Fastenal
Expo	005	\$ 500.00	KC Farm Machinery
Expo	006	\$ 100.00	Unifirst
District 3	007	\$ 6,000.00	Comdata
District 1	008	\$ 200.00	Lindley's Grocery
Asphalt Plant	009	\$ 500.00	Comdata
District 1	010	\$ 1,000.00	Yellowhouse Machinery
Sheriff	012	\$ 500.00	Lowes
Sheriff	013	\$ 800.00	Pepsi Cola
Jail	014	\$ 300.00	Holman's Fast Lube
Jail	015	\$ 500.00	Staples
Jail	016	\$ 300.00	Bemac
Jail	017	\$ 500.00	Staples
Jail	018	\$ 400.00	Walmart
Sheriff	019	\$15,000.00	Comdata
Sheriff	020	\$ 500.00	O'Reilly's
Jail	021	\$ 600.00	Lowes
Jail	022	\$ 500.00	Locke Supply
Jail	023	\$ 500.00	Compliance Resource Group
Jail	024	\$ 2,500.00	Comdata
Sheriff	025	\$ 1,200.00	Flowers Baking Co
District 1	026	\$ 1,000.00	Warren Power
District 3	027	\$ 1,500.00	T&W Tire

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DEPT	PO	AMOUNT	VENDOR
Expo	028	\$ 500.00	Lowes
Expo	029	\$ 75.00	H2O Depot
District 1	030	\$ 1,000.00	Unifirst
District 1	031	\$ 500.00	O'Reilly's
Expo	032	\$ 750.00	Comdata
District 3	034	\$ 300.00	Adams True Value
District 3	035	\$ 1,500.00	Kiamichi Automotive
Jail	036	\$ 400.00	Pruetts Food
District 1	037	\$ 5,000.00	Comdata
District 3	038	\$ 1,000.00	OK Tire
Sheriff	039	\$ 200.00	Atwoods
Jail	040	\$ 500.00	Pepsi Cola
District 1	041	\$ 1,500.00	T&W Tire
District 1	042	\$ 500.00	Kiamichi Automotive
Expo	043	\$ 500.00	Bemac
District 1	044	\$ 500.00	OK Tire
Expo	045	\$ 1,500.00	Ada Paper
District 3	046	\$ 1,200.00	Unifirst
District 1	047	\$ 500.00	P&K Equipment
District 3	048	\$ 500.00	O'Reilly's
Sheriff	049	\$ 800.00	Hiland Dairy
Sheriff	050	\$ 500.00	T&W Tire
District 1	051	\$ 500.00	Weldon Parts
Emergency Mgmt	052	\$ 500.00	Staples
Emergency Mgmt	053	\$ 500.00	Holman's Fast Lube
Emergency Mgmt	054	\$ 1,000.00	Pruetts Food
Emergency Mgmt	055	\$ 1,000.00	Johnny's Market
Emergency Mgmt	056	\$ 300.00	Cintas 1 st Aid
Emergency Mgmt	057	\$ 40.00	OTA Pikepass
District 1	058	\$ 100.00	OTA Pikepass
Animal Shelter	059	\$ 50.00	H2O Depot
Emergency Mgmt	060	\$ 500.00	Kiamichi Automotive
District 3	061	\$ 100.00	OTA Pikepass
Animal Shelter	062	\$ 200.00	Unifirst
Emergency Mgmt	063	\$ 2,000.00	Comdata
District 2	064	\$ 100.00	OTA Pikepass
Animal Shelter	065	\$ 200.00	Comdata
Emergency Mgmt	066	\$ 212.00	Prokill
Emergency Mgmt	067	\$ 500.00	Atwoods
Emergency Mgmt	068	\$ 500.00	Walmart
Jail	069	\$ 250.00	Whites Electric
Jail	070	\$ 200.00	Walmart
Sheriff	071	\$ 500.00	O'Reilly's
Jail	073	\$ 300.00	Bemac
Emergency Mgmt	074	\$ 1,500.00	Lowes
Sheriff	075	\$ 400.00	Patton Veterinary
Jail	076	\$ 200.00	Cintas
District 3	077	\$ 500.00	Cintas 1 st Aid
Sheriff	078	\$ 1,000.00	The Bank NA
Sheriff	079	\$ 300.00	Walmart
District	080	\$ 25.00	H2O Depot
Jail	081	\$ 400.00	Johnny's Market
District 3	082	\$ 200.00	Unifirst 1 st Aid

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DEPT	PO	AMOUNT	VENDOR
Haywood/Arpelar Fire	083	\$25,000.00	Myder Fire
Building Maintenance	084	\$ 550.00	H2O Depot
District Attorney	085	\$ 100.00	H2O Depot
Building Maintenance	086	\$ 400.00	Unifirst
Building Maintenance	087	\$ 300.00	Unifirst 1 st Aid
Building Maintenance	088	\$ 1,500.00	Bemac
Building Maintenance	089	\$ 1,500.00	Locke Supply
Building Maintenance	090	\$ 1,700.00	Jamesco Supply
District Attorney	091	\$ 50.00	OTA Pikepass
Ashland Fire	092	\$ 500.00	Kiamichi Automotive
Blanco Fire	093	\$ 500.00	Kiamichi Automotive
Tannehill Fire	094	\$ 500.00	Kiamichi Automotive
Ashland Fire	095	\$ 126.00	Prokill
Fire Fighter's Assoc	096	\$ 216.00	Prokill
Haileyville Fire	097	\$ 90.00	Prokill
Pittsburg Fire	098	\$ 48.00	Prokill
Canadian Fire	099	\$ 300.00	Eufaula Auto Parts
Blue Fire	100	\$ 1,000.00	Titus Snow
District Attorney	101	\$ 1,300.00	Comdata
Visual Inspection	102	\$ 700.00	Comdata
Alderson Fire	103	\$ 1,000.00	Comdata
Ashland Fire	104	\$ 1,000.00	Comdata
Bugtussle Fire	105	\$ 700.00	Comdata
Blanco Fire	106	\$ 1,000.00	Comdata
Blue Fire	107	\$ 1,000.00	Comdata
Canadian Fire	108	\$ 1,000.00	Comdata
Canadian Shores Fire	109	\$ 1,000.00	Comdata
High Hill Fire	110	\$ 1,000.00	Comdata
Haileyville Fire	111	\$ 1,000.00	Comdata
Haywood/Arpelar Fire	112	\$ 1,000.00	Comdata
Highway 9 Fire	113	\$ 1,000.00	Comdata
Indianola Fire	114	\$ 1,000.00	Comdata
Kiowa Fire	115	\$ 1,000.00	Comdata
Russellville Fire	116	\$ 1,000.00	Comdata
Sam's Point Fire	117	\$ 1,000.00	Comdata
Shady Grove Fire	118	\$ 1,000.00	Comdata
Tannehill Fire	119	\$ 1,000.00	Comdata
Asphalt Plant	120	\$ 500.00	Kiamichi Automotive
Asphalt Plant	121	\$ 100.00	H2O Depot

Rogers made a motion to approve the blanket purchase orders; seconded by Selman.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

12. 10:00 A.M. – PUBLIC HEARINGS: None.

14. ADJOURNMENT/RECESS: Rogers made a motion to recess until 10:00; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Recessed.

1. CALL MEETING TO ORDER: The meeting was called back to order by Chairman Rogers.

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

13. 10:00 A.M. - BID OPENINGS:

A. BID NO. 32, PORTABLE RODEO ARENA: The following bids were received.

VENDOR	AMOUNT
WW Manufacturing	\$144,574.00
Priefert	\$173,448.57
Hutchison Inc.	No price included with bid

Smith made a motion to accept the bids as opened and table for review; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

14. ADJOURNMENT/RECESS: There being no further business brought before the board; Rogers made a motion to sign all approved claims and adjourn; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 07/03/2023 to 07/03/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
011618	000781	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.32
011647	000782	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 962.28
011746	000783	WALMART COMMUNITY CARD	WATER	\$ 22.88
011752	000784	VYVE BROADBAND	UTILITIES	\$ 78.71
011800	000785	CENTER, EWELL	VET SERVICES	\$ 700.00
011821	000786	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 74.55
Total:				\$ 2,092.74
ARPA 2021				
1566-1-2000-2005				
011043	000139	PARK WAREHOUSE, LLC	BLEACHERS	\$ 9,545.40
011624	000140	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 33.90
011651	000141	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 9,236.89
Total:				\$ 18,816.19
1566-1-2000-4110				
010983	000142	THE STAGE DEPOT	STAGE ETC	\$ 22,787.62
011531	000143	T & D WELDING	BUILDING CONSTRUCTIO	\$ 13,000.00
011855	000144	T & D WELDING	OUTDOOR FACILITIES	\$ 6,750.00
Total:				\$ 42,537.62
CBRI				
1103-6-4300-2075				
010453	000050	DOLESE	5/8" #3 COVER CHIPS	\$ 8,396.31
010454	000051	DOLESE	3/4" #1 COVER CHIPS	\$ 8,296.35
011443	000052	DOLESE	5/8" #3 COVER CHIPS	\$ 8,393.95
Total:				\$ 25,086.61
Econ Dev Trust				
7603-4-0500-2005				
004756	000417	MCCABE CRANE & SIGN SERVICES LL	LABOR	\$ 1,500.00
010895	000418	PRO KILL INC.	PEST CONTROL	\$ 390.00

PO Warrant No. Vendor Name Purpose Amount

Econ Dev Trust

7603-4-0500-2005

011526	000419	WOODBIDGE, RON	REFUND	\$ 3,000.00
011652	000420	ACC BUSINESS	MONTHLY SERVICE	\$ 608.66
011653	000421	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 160.36
011745	000422	ROBERSON, HAYLEA	SECURITY DEPOSIT RET	\$ 50.00
011747	000423	STACEY, NORA	CONTRACT LABOR	\$ 150.00
011748	000424	HATCHER, SONDRRA	CONTRACT LABOR	\$ 245.00
011753	000425	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 223.04
011882	000426	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 25.05
011883	000427	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 154.74
011884	000428	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 219.42
011885	000429	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 25.05
011886	000430	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 49.73
011887	000431	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 54.38

Total: \$ 6,855.43

Emergency Mgmt

1212-2-2700-2005

010788	000434	LOWES	MAINTENANCE SUPPLIE	\$ 68.68
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Total: \$ 68.68

General

0001-1-0100-2005

010525	004241	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 210.71
011743	004242	HEAROD, REGAN	TRANSCRIPTS	\$ 84.00
010747	004243	BADGEANDWALLET.COM	BADGE	\$ 192.40

Total: \$ 487.11

0001-1-0600-2005

011616	004244	ACC BUSINESS	MONTHLY SERVICE	\$ 246.85
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Total: \$ 246.85

0001-1-1000-2005

011614	004245	ACC BUSINESS	MONTHLY SERVICE	\$ 246.86
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Total: \$ 246.86

0001-1-1400-2005

011870	004246	OSU-CTP	REGISTRATION FEES	\$ 445.00
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Total: \$ 445.00

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-1600-2005				
011612	004247	ACC BUSINESS	MONTHLY SERVICE	\$ 246.86
			Total:	\$ 246.86
0001-1-2200-2005				
011615	004248	ACC BUSINESS	MONTHLY SERVICE	\$ 246.86
			Total:	\$ 246.86
0001-1-3300-2005				
010766	004249	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 1,612.57
011429	004250	BEMAC SUPPLY	NIPPLE	\$ 197.83
011625	004251	A-1 MINI STORAGE	STORAGE RENTAL	\$ 35.00
011852	004252	PIT STOP POP A LOCK	LOCK REPAIR	\$ 150.00
011857	004253	MARTINEZ, MELISSA	REFUND	\$ 20.00
			Total:	\$ 2,015.40
0001-2-2700-2005				
011772	004254	MILLER OFFICE EQUIPMENT	COPY COVERAGE	\$ 28.15
011775	004255	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.32
			Total:	\$ 282.47
0001-4-0501-2005				
011862	004256	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 46.26
011863	004257	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 352.17
			Total:	\$ 398.43
0001-5-0900-1310				
011769	004258	CANTRELL, DAVID	TRAVEL	\$ 135.45
011778	004259	LOCKWOOD, RACHEL	TRAVEL	\$ 77.29
011779	004260	OWEN, GREGORY J.	TRAVEL	\$ 1,006.05
011780	004261	HAMILTON, MAKAYLA	TRAVEL	\$ 5.50
011864	004262	WILSON, STEPHANIE	TRAVEL	\$ 57.51
			Total:	\$ 1,281.80
0001-5-0900-2005				
011184	004263	LANCASTER ARCHERY SUPPLY	PROGRAM SUPPLIES	\$ 720.99
011185	004264	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 2,622.91
011389	004265	SHOP 4-H/NATIONAL 4-H COUNCIL	4-H SUPPLIES	\$ 378.69
011454	004266	SUMMIT BUSINESS SYSTEMS INC.	DUPLICATOR SUPPLIES	\$ 306.94
011781	004267	ALERT 360	SECURITY MONITORING	\$ 34.55
011827	004268	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.31
011829	004269	MCALESTER NEWS CAPITAL & DEM.	NEWSPAPER SUBSCRIPT	\$ 245.88

PO Warrant No. Vendor Name Purpose Amount

General

0001-5-0900-2005
 011830 004270 CSPI/NUTRITION ACTION HEALTH YEARLY SUBSCRIPTION \$ 20.97
Total: \$ 4,585.24

Health

1216-3-5000-2005
 011053 000434 OUHSC-DEPARTMENT OF PEDIATRICS CPR CARDS \$ 48.00
 011223 000435 C R MOWING LAWN CARE \$ 250.00
 011224 000436 PRO KILL INC. PEST CONTROL \$ 158.00
 011457 000437 LOWES MAINTENANCE SUPPLIE \$ 75.81
 011501 000438 INJOY HEALTH EDUCATION PROGRAM SUPPLIES \$ 123.17
 011503 000439 STAPLES ADVANTAGE OFFICE SUPPLIES \$ 333.02
 011557 000440 MICRODAQ LLC VACCINE MONITORING \$ 971.00
 011558 000441 AMAZON CAPITAL SERVICES INC. LABELS \$ 94.80
 011588 000442 WALMART COMMUNITY CARD JANITORIAL SUPPLIES \$ 88.34
 011680 000443 AMAZON CAPITAL SERVICES INC. OFFICE SUPPLIES \$ 57.24
 011816 000444 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 3,246.31
Total: \$ 5,445.69

1216-3-5000-4110
 006897 000445 HELMER SCIENTIFIC FREEZER \$ 10,085.85
Total: \$ 10,085.85

Highway

1102-6-4100-2005
 011640 003145 RAM INC FUEL \$ 4,261.60
Total: \$ 4,261.60

1102-6-4200-2005
 011774 003146 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 59.66
Total: \$ 59.66

1102-6-4300-2005
 011620 003147 KIAMICHI AUTOMOTIVE WAREHOUSE HYDRAULIC HOSE ETC. \$ 445.94
 011621 003148 P & K EQUIPMENT INC SCREWS ETC. \$ 43.55
 011623 003149 STANDARD MACHINE & WELDING HYDRAULIC HOSE ETC. \$ 190.45
 011627 003150 OKLAHOMA TAX COMMISSION TAG & TITLE \$ 26.55
 011668 003151 P & K EQUIPMENT INC WEED EATER \$ 919.98
 011674 003152 WARREN POWER & MACHINERY INC. ANTENNA ETC. \$ 69.88

PO	Warrant No.	Vendor Name	Purpose	Amount
Highway				
1102-6-4300-2005				
011749	003153	STANDARD MACHINE & WELDING	HYDRAULIC HOSE ETC.	\$ 130.34
011810	003154	RAM INC	FUEL	\$ 5,166.18
011825	003155	WALMART COMMUNITY CARD	JANITORIAL SUPPLIES	\$ 23.48
Total:				\$ 7,016.35
1102-6-6520-2005				
011677	003156	ADAMS TRUE VALUE	STRAPS	\$ 80.00
Total:				\$ 80.00
Hwy-ST				
1313-6-8040-2005				
011732	002485	WELDON PARTS INC.	BOLTS ETC	\$ 35.69
011733	002486	O REILLY AUTO PARTS	WIPER BLADES	\$ 26.62
011823	002487	RURAL WATER DIST #6	MONTHLY SERVICE	\$ 60.25
011842	002488	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 298.18
Total:				\$ 420.74
1313-6-8041-2005				
009861	002489	LINDLEYS GROCERY	SHOP SUPPLIES	\$ 62.18
009887	002490	T & W TIRE	TIRES & SERVICES	\$ 1,159.50
010943	002491	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 424.70
011396	002492	CUSTOM PRODUCTS CORPORATION	STREET SIGNS	\$ 98.22
011498	002493	RENAISSANCE WATERFORD HOTEL	LODGING	\$ 104.00
011538	002494	CUSTOM PRODUCTS CORPORATION	ROAD SIGNS	\$ 88.83
011622	002495	WELDON PARTS INC.	FREON ETC	\$ 403.69
011679	002496	WELDON PARTS INC.	TARP MOTOR	\$ 184.70
011770	002497	HAILEYVILLE WATER DEPT.	MONTHLY SERVICE	\$ 324.01
011773	002498	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 60.64
Total:				\$ 2,910.47
1313-6-8042-2005				
008881	002499	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 552.93
010078	002500	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,272.13
010083	002501	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 817.80
010341	002502	DOLESE	1 1/2" CRUSHER RUN	\$ 10,042.80
010367	002503	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 890.15
010485	002504	DOLESE	1 1/2" CRUSHER RUN	\$ 10,044.92
010494	002505	CUSTOM PRODUCTS CORPORATION	SIGNS	\$ 3,828.46
010569	002506	DOLESE	1 1/2" CRUSHER RUN	\$ 10,044.05
010752	002507	PUTMAN, RICKY	PARTS & SHOP SUPPLIE	\$ 476.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8042-2005				
010753	002508	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 105.95
010761	002509	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,384.00
010834	002510	DOLESE	1 1/2" CRUSHER RUN	\$ 10,036.04
010894	002511	PRO KILL INC.	PEST CONTROL	\$ 74.00
010992	002512	WELDON PARTS INC.	BRAKE PARTS ETC.	\$ 151.30
011002	002513	TOLIVER CHEVROLET	FUEL PUMP	\$ 224.61
011003	002514	RAM INC	FUEL	\$ 10,278.54
011050	002515	YELLOW HOUSE MACHINE	WHEELS ETC.	\$ 327.66
011064	002516	ATWOODS	WATER HOSES	\$ 29.98
011092	002517	P & K EQUIPMENT	SHAFT	\$ 70.23
011109	002518	P & K EQUIPMENT	BRUSH HOG PARTS	\$ 1,841.65
011188	002519	HATCO FARM & RANCH	WEED KILLER	\$ 840.00
011250	002520	ADAMS TRUE VALUE	BRUSH HOG PARTS	\$ 35.00
011259	002521	STANDARD MACHINE & WELDING	BOLTS ETC	\$ 45.72
011354	002522	G.C. RENTAL CENTER	EQUIPMENT RENTAL	\$ 41.00
011380	002523	RAM INC	DIESEL	\$ 5,035.25
011402	002524	DIRECT DISCOUNT TIRE	TIRES	\$ 6,560.00
011405	002525	P & K EQUIPMENT	EQUIPMENT PARTS	\$ 267.04
011408	002526	WELDON PARTS INC.	BRAKE DRUM ETC	\$ 1,768.79
011419	002527	DIRECT DISCOUNT TIRE	TIRES	\$ 2,660.00
011474	002528	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 391.74
011492	002529	WELDON PARTS INC.	TRUCK ACCESSORIES	\$ 2,597.60
011493	002530	STANDARD MACHINE & WELDING	HOSE & FITTINGS	\$ 512.20
011505	002531	WELDON PARTS INC.	RADIO ETC	\$ 1,261.38
011506	002532	WELDON PARTS INC.	SEALS	\$ 288.94
011509	002533	OK TIRE	HYDRAULIC FLUID	\$ 399.60
011569	002534	GODDARD, GERALD	ICE MACHINE SERVICE	\$ 288.00
011573	002535	ADAMS TRUE VALUE	CHAINS ETC.	\$ 539.00
011581	002536	ADAMS TRUE VALUE	CHAINS/SAW PARTS	\$ 29.00
011611	002537	YELLOW HOUSE MACHINE	EQUIPMENT RENTAL	\$ 6,350.00
011648	002538	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 510.10
011649	002539	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 59.22
011613	002540	ACC BUSINESS	MONTHLY SERVICE	\$ 246.86
011619	002541	LOCKE HEATING & COOLING SUPPLY	FILTERS	\$ 28.20
011672	002542	MILLER OFFICE EQUIPMENT	COPY OVERAGES	\$ 137.31
011675	002543	STANDARD MACHINE & WELDING	HOSE & FITTINGS	\$ 204.02
011676	002544	MCELROY, JILL E.	CONTRACT LABOR	\$ 350.00
011678	002545	RAM INC	DIESEL	\$ 6,264.27
011734	002546	T & W TIRE	TIRES	\$ 743.60
			Total:	\$ 100,947.04
1313-6-8043-2005				
009425	002547	FASTENAL	BOLTS ETC	\$ 248.19
009921	002548	T & W TIRE	TIRES & SERVICES	\$ 1,265.87

PO Warrant No. Vendor Name Purpose Amount

Hwy-ST

1313-6-8043-2005

010364	002549	ADAMS TRUE VALUE	SHOP/MAINTENANCE SU	\$ 119.56
010366	002550	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 398.99
010751	002551	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,403.75
010759	002552	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 1,036.45
010930	002553	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 196.00
010948	002554	OK TIRE	TIRES & SERVICES	\$ 516.00
011198	002555	P & K EQUIPMENT INC	SENSOR	\$ 168.76
011252	002556	HOLT TRUCK CENTER	HEADLIGHT PARTS	\$ 130.84
011360	002557	DOLESE	1 1/2" CRUSHER RUN	\$ 5,016.57
011391	002558	AMAZON CAPITAL SERVICES INC.	BOOKS	\$ 121.00
011406	002559	CERTIFIED LABORATORIES	GREASE	\$ 319.90
011414	002560	DOLESE	1 1/2" CRUSHER RUN	\$ 10,007.48
011485	002561	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 35.72
011489	002562	RAM INC	DIESEL	\$ 4,318.60
011490	002563	BRUCKNER TRUCK SALES INC	PIPE ETC.	\$ 429.51
011521	002564	OK TIRE	TIRES & SERVICES	\$ 132.00
011530	002565	WELDON PARTS INC.	CLAMPS	\$ 24.31
011539	002566	KIAMICHI AUTOMOTIVE WAREHOUSE	DRIVE SHAFT ETC	\$ 346.96
011568	002567	P & K EQUIPMENT INC	CHAINSAWS	\$ 1,486.89
011608	002568	DOLESE	1 1/2" CRUSHER RUN	\$ 5,021.29
011628	002569	WALMART COMMUNITY CARD	JANITORIAL SUPPLIES	\$ 246.80
011650	002570	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 386.14
011655	002571	STANDARD MACHINE & WELDING	FITTINGS ETC	\$ 158.60
011656	002572	SUNBELT EQUIPMENT	12" STEEL PIPE	\$ 17,032.26
011736	002573	WALMART COMMUNITY CARD	JANITORIAL SUPPLIES	\$ 35.37
011738	002574	WELDON PARTS INC.	CLUTCH	\$ 65.07

Total: \$ 50,668.88

Jail-ST

1315-2-8034-2005

011609	000915	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,081.10
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Total: \$ 1,081.10

1315-2-8034-2011

011654	000916	SGC FOODSERVICE	MEDICAL SUPPLIES	\$ 69.78
011664	000917	INDIAN NATION WHOLESALE CO.	INMATE MEDICAL SUPPLI	\$ 127.48

Total: \$ 197.26

Rural Fire-ST

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8201-2005				
011880	001144	GVC INDUSTRIES LLC	CLEANER	\$ 1,228.77
			Total:	\$ 1,228.77
1321-2-8205-2005				
011638	001145	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 199.39
011639	001146	KIAMICHI ELECTRIC COOP.	MONTHLY INTERNET SE	\$ 80.00
			Total:	\$ 279.39
1321-2-8208-2005				
011854	001147	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
			Total:	\$ 200.00
1321-2-8212-2005				
011850	001148	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE	\$ 82.00
011851	001149	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 101.82
			Total:	\$ 183.82
1321-2-8214-2005				
011820	001150	FREEDOM FORD	FIRE TRUCK MAINTENAN	\$ 392.09
			Total:	\$ 392.09
1321-2-8216-2005				
011819	001151	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 128.81
			Total:	\$ 128.81
1321-2-8220-2005				
011811	001152	MCALESTER TAG AGENT	TAG & TITLE	\$ 70.05
			Total:	\$ 70.05
1321-2-8222-2005				
011849	001153	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 54.45
			Total:	\$ 54.45
1321-2-8227-2005				
011875	001154	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 163.84
011876	001155	RURAL WATER DIST. #9	MONTHLY SERVICE	\$ 39.55
			Total:	\$ 203.39

PO	Warrant No.	Vendor Name	Purpose	Amount
SH Commissary				
1223-2-0400-2005				
007011	000321	BUCK WILSON BODY SHOP	PAINT & LABOR	\$ 2,857.80
010328	000322	OMG NATIONAL	DEPUTY SUPPLIES	\$ 1,057.77
011519	000323	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,308.82
011527	000324	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 279.29
011642	000325	COMMISSARY EXPRESS	KIOSK FEES	\$ 61.75
011661	000326	SGC FOODSERVICE	INMATE COMMISSARY	\$ 94.17
011789	000327	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 1,413.78
			Total:	\$ 8,073.38
SH Svc Fee				
1226-2-0400-1310				
011813	002205	NEWTON, DUSTIN	TRAVEL	\$ 324.50
011814	002206	STEWART, JEFF	TRAVEL	\$ 324.50
			Total:	\$ 649.00
1226-2-0400-2005				
011812	002211	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS	\$ 4.69
			Total:	\$ 4.69
1226-2-0400-2012				
011515	002207	SGC FOODSERVICE	INMATE GROCERIES	\$ 2,379.93
011660	002208	SGC FOODSERVICE	INMATE GROCERIES	\$ 801.38
011662	002209	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 2,252.81
011666	002210	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 969.89
			Total:	\$ 6,404.01
1226-2-3400-2005				
006551	002212	ATWOODS	FIREARM ETC.	\$ 949.97
009858	002213	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 372.03
010082	002214	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 381.33
010479	002215	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 1,687.20
010533	002216	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 181.40
010547	002217	AMAZON CAPITAL SERVICES INC.	UNIFORMS	\$ 485.02
011012	002218	NARTEC INC.	DRUG TEST KITS	\$ 397.20
011245	002219	HOLMANS FAST LUBE	OIL CHANGES	\$ 453.38
011518	002220	SGC FOODSERVICE	JAIL KITCHEN SUPPLIES	\$ 500.42
011524	002221	ECOLAB INC.	DISHWASHER LEASE	\$ 93.93
011643	002222	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.31
011645	002223	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,601.60
011657	002224	KIAMICHI AUTOMOTIVE WAREHOUSE	LUBRICANT	\$ 8.99

PO Warrant No. Vendor Name Purpose Amount

SH Svc Fee

1226-2-3400-2005

011663	002225	INDIAN NATION WHOLESALE CO.	JAIL KITCHEN SUPPLIES	\$ 65.76
011665	002226	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 189.60
011667	002227	OTA PLATEPAY	TOLL	\$ 8.95
011681	002228	STAPLES CREDIT PLAN	OFFICE SUPPLIES ETC.	\$ 251.21
011750	002229	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 288.00
011754	002230	BEMAC SUPPLY	PLUMBING SUPPLIES	\$ 1,413.45
011757	002231	BEMAC SUPPLY	DRAIN CLEANER	\$ 233.36
011782	002232	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 146.50
011785	002233	OKLAHOMA TAX COMMISSION	TAG	\$ 15.50
011786	002234	BROOKS GREASE SERVICE INC.	GREASE REMOVAL	\$ 396.00
011804	002235	BUCK WILSON BODY SHOP	AUTO REPAIR	\$ 3,407.55
011805	002236	BUCK WILSON BODY SHOP	AUTO REPAIR	\$ 713.60
011835	002237	WHITES ELECTRIC	SWITCH	\$ 32.16

Total: \$ 14,528.42

1226-2-3400-2011

011794	002238	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 1,732.46
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Total: \$ 1,732.46

1226-2-3400-2030

007919	002239	AXON ENTERPRISE INC	BODY CAMERAS	\$ 3,741.86
011422	002240	CODY LYLES DETAIL	SEALANT	\$ 2,400.00
011641	002241	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 117.00
011644	002242	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,134.56
011658	002243	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 110.00
011659	002244	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 150.00
011730	002245	AT&T MOBILITY	MONTHLY SERVICE	\$ 258.24

Total: \$ 7,911.66

1226-2-3400-4110

011802	002246	METRO EMERGENCY UPFITTERS LLC	LIGHTS ETC	\$ 18,382.01
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Total: \$ 18,382.01

Grand Total: \$ 349,541.19

**RECEIVING AND REQUESTING OFFICERS
2023-2024**

RECEIVING OFFICERS

ASSESSOR

Beverly Eggleston
Cathy Ridenour

COUNTY CLERK

Monica Sennett
Miranda Bedford

COURT CLERK

Jamie Plunkett
Tina Crandall

ELECTION BOARD

Christi Holt

EXCISE BOARD

Monica Sennett

GENERAL GOVERNMENT

Haley Young
Leslie Gray

OSU EXTENSION

Stephanie Wilson

SHERIFF DEPARTMENT

Julie Padgett
Krystal Schoggins

TREASURER

Tammy Roberts
Summer Rogers

REQUESTING OFFICERS

Michelle Fields
Lisa Sutterfield

Hope Trammell

Pam Smith
Mary Ford

Tanya Barnes
Carla Morris

Matt McGowan

Charlie Rogers
Sandra Crenshaw

David Cantrell

Chris Morris
Frankie McClendon
Loyd London Jr.

Jennifer Hackler
Cindy Cook

**RECEIVING & REQUESTING OFFICERS
2023-2024**

HEALTH DEPARTMENT

Stoney Wainscott
Shandy Schmitt

Cheryl McElhany
Tammy Joslin

EMERGENCY MANAGEMENT

Erin Brogdon
Denton Cossey

Kevin Enloe
Leonard Baughman

LOCAL EMERGENCY PLANNING GRANT

Erin Brogdon
Denton Cossey

Kevin Enloe
Leonard Baughman

EMERGENCY DISASTER DONATIONS

Erin Brogdon
Denton Cossey

Kevin Enloe
Leonard Baughman

DISTRICT ATTORNEY SUPERVISION

Jerri Davis
Donna Ford

Chuck Sullivan
Adam Scharn

TASK FORCE

Jerri Davis
Donna Ford

Chuck Sullivan
Adam Scharn

**VOCA GRANT
(DISTRICT ATTORNEY)**

Jerri Davis
Donna Ford

Chuck Sullivan
Adam Scharn

FLOOD PLAIN BOARD

Tawanna Cathey

Charlie Rogers
Sandra Crenshaw

**RECEIVING & REQUESTING OFFICERS
2023-2024**

ANIMAL SHELTER SALES TAX

Michelle Van Pelt
Lloyd Staton
Leslie Gray
Haley Young

Charlie Rogers
Sandra Crenshaw

JAIL SALES TAX

Julie Padgett
Krystal Schoggins

Charlie Rogers
Sandra Crenshaw

JUVENILE DETENTION BUILDING

Ada Fox
Kent Kelley

Charlie Rogers
Sandra Crenshaw

DISTRICT #1

Tammy Gibbs
Whitney Barnes
Haley Young
Leslie Gray

Charlie Rogers
Sandra Crenshaw

DISTRICT #2

Roy Tucker
Denise Kellogg
Haley Young
Leslie Gray

Kevin Smith
Sandra Crenshaw

District #3

Neil Johnson
Casidhe Morgan
Haley Young
Leslie Gray

Ross Selman
Sandra Crenshaw

CARES ACT

Haley Young
Leslie Gray

Charlie Rogers
Sandra Crenshaw

ARPA

Haley Young
Leslie Gray

Charlie Rogers
Sandra Crenshaw

ECONOMIC DEVELOPMENT AUTHORITY

Leslie Gray
Haley Young
Jerry Lynn Wilson

Charlie Rogers
Sandra Crenshaw

DRUG COURT

Misty Jones

Judge Hogan
Gary Smith

JUVENILE MENTAL HEALTH

Misty Jones

Judge Hogan
Gary Smith

MISDEMEANOR DIVERSION

Misty Jones

Judge Hogan
Gary Smith

MENTAL HEALTH COURT

Misty Jones

Judge Hogan
Gary Smith

**RECEIVING & REQUESTING OFFICERS
2023-2024**

FIRE DEPARTMENTS

ALDERSON

Erik McCoy
Russell Turman

Jim McCoy
Chuck Courts

ARROWHEAD ESTATES

Steve Tracy
Vique Farris

Junior Crabtree
Frank Weeks

ASHLAND

John Patty

Richard Wheat
Kenny Weiher

BLANCO

Bambie Danley

William Johnson

BLUE

Kaylie Schoggins
Jeff Smith

Darren Schoggins
Greg Beshear

BUGTUSSLE

Lauren Denny

Lane Verner
Cory Wall

CANADIAN

Homer Neill
Mark Coffman

Preston Rodgers
Vess Neill

CANADIAN SHORES

April Stephenson

Donald Cathey Jr.
Mary Cathey

CROWDER

David Chamlee
Charles Rowell

Gary Brooks
Greg Hubbard

**RECEIVING & REQUESTING OFFICERS
2023-2024**

ELM POINT

Dennis Mason
Heath Eldridge

Dale Mason
Richard Armstrong

FIRE FIGHTERS ASSOCIATION

Gary Brooks
Whitney McCoy

Danny Choat
Brett Brewer

HAILEYVILLE

Bobby Morrow
Dakota Mick

Kevin Mick
Marilyn Carrion

HARTSHORNE

Gerry Barone
Rick Pingleton

Damion Wilson

HAYWOOD/ARPELAR

Dale Brown
Jack Shropshire

Jason Scott
James Mordecai

HIGH HILL

Helen Forbes
Bill Howry

Kathleen Howry
Brenda Camp

HIGHWAY #9

Mike Rhodes
Wayne Beshears

Danny Choat
Justin McNeill

INDIANOLA

Loretta Brown
Maxine Mulliniks

Jim Herrin
Michelle Mulliniks

KIOWA

Aaron Ellis
Jeffrey Drake

Clifford Sexton
Clayton Nichols

KREBS

Jeff Moore
Leonard Baughman

Jim Cortassa
Randall Wilcox

**RECEIVING & REQUESTING OFFICERS
2023-2024**

MCALESTER

Debra Stewart

Brett Brewer
Benny Brooks

PITTSBURG

Holly Sweetin
Sandy Cross

Tyler Sullivan
Billy Maxwell

QUINTON

Jeff Few
Kyle Bray

Billy Needham
Josh Murray

RUSSELLVILLE

Kenneth Gideon
Hank Eakle

Ryan Crabtree
Clayton Potts

SAM'S POINT

Pam Smith
Jim Jannain

Duane Rogers
Bryan Collins

SAVANNA

Coy Holt
Steve Armstrong

Nathan Ivey
Jeff Jones

SHADY GROVE

Katrina Bennett
Angela Herrin

Chris Herrin
Anthony Weeks

TANNEHILL

Deb Schreiner
Hillary Tripp

Rick Compton
Gene Delmont

UNION CHAPPELL

Joyce Higgs

Don Caudill

Southeast Oklahoma Library System
FY 2023 Revised Budget, Approved June 20, 2023

Income	Ad Valorem Income	6,066,470
	State Aid	87,464
	Interest	63,099
	Fees & Charges	62,000
	Donations	34,000
	In-Kind Donations	10,000
	Grant Income	63,000
	Surplus Sales	4,000
	Universal Services Fund	133,738
	Oklahoma Universal Services Fund	33,434
	Miscellaneous Income	500
	Total Income	6,557,705
	 Carryover from Reserves	 2,459,567
	 Total Available Funds	 <u>\$9,017,272</u>
Expenses	Personnel Expenses	3,729,199
	Informational Materials	709,769
	Public & Technical Services	207,934
	Operating Expenses	1,443,855
	Capital Expenditures	2,626,514
	Reserves - McAlester Library Remodel	300,000
	Total Expenses	<u>\$9,017,272</u>
	 Net Ordinary Income	 <u>\$0</u>



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

July 3, 2023

Hope Trammell
Pittsburg County Clerk
115 E. Carl Albert Pkwy. Room 103
McAlester, OK 74501

RE: Bid No. 31, One High School Regulation Portable Basketball Court

Dear Mrs. Trammell,


The Board of County Commissioners, Pittsburg County, have made the determination that the bid from Prater Flooring in the amount of \$206,642.00 is the lowest and best bid that falls within the specifications.

Several of the bids were for 112x60 basketball courts which did not meet the specifications and one of the bids did not include the perimeter transition ramps that were in the specifications.

Should you have any questions, please feel free to contact our office at your convenience.

Sincerely,


Charlie Rogers
Chairman


Kevin Smith
Member


Ross Selman
Vice-Chairman



**Lawn Services Contract
Fiscal Year 2024**

Now, on this 3rd day of July, 2023, an agreement was entered into between the **Pittsburg County Health Department**, hereafter referred to as PCHD, and **CR Mowing**, hereafter referred to as Contractor.

The purpose of this contract is to provide lawn maintenance services for the Pittsburg County Health Department (1400 E. College Ave., McAlester, OK 74501). These services will be supplied upon the request of PCHD.

The terms of this agreement will be as follows:

- Mowing, edging between concrete and grass areas;
- Blow clippings from sidewalks, driveways, etc.

Consideration for this contract is as follows:

For these services, PCHD shall pay Contractor a fee of \$250.00 per service for mowing and edging. Services will be rendered on an as needed basis not to exceed once per week.

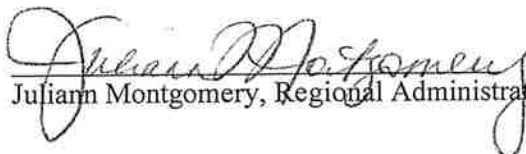
The provisions of this contract will become effective on the 1st day of July, 2023 and terminate on the 30th day of June 2024 pending available appropriations.


ASSURANCES OF THIS CONTRACT ARE AS FOLLOWS: The Contractor agrees to the following:

1. Within the limitations placed on such entities by the laws of the State of Oklahoma, hold harmless the State of Oklahoma and the Pittsburg County Health Department from all suits, actions or claims brought as a result of any injuries or damages sustained by the contractor or his employees as a result of consequence of any neglect or misconduct by the Contractor. The Contractor certifies that he is responsible for coverage of liability and worker's compensation insurance, as required by Oklahoma Statutes.
2. This contract is subject to termination upon thirty (30) days advance written notice by either party. Written notice must be forwarded to one of the applicable addresses below.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501

CR Mowing
514 E. Rock Ave.
McAlester, OK 74501


Juliann Montgomery, Regional Administrative Director


Randy Loudermilk



OKLAHOMA
State Department
of Health

The undersigned states the he/she has made no payment, given or donated, either directly or indirectly, to an elected official, officer or employee of the Pittsburg County Health Department or the State of Oklahoma, of money, or any other thing of value to obtain payment of the award of this contract.

Lowly Goodwin
Contractor

Subscribed and sworn to before me this 27th day of June, 2023

Tammy Joslin
Notary Public



Examined and approved this 3rd day of July, 2023 by the Board of County Commissioners.

[Signature]
Board of Commissioners, Chairman

[Signature]
County Commissioner

[Signature]
County Commissioner



Attest: *Hope Trammell*
County Clerk

PROJECT AGREEMENT
BY AND BETWEEN PITTSBURG COUNTY
AND
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF A LAKE ACCESS ROAD PROJECT
STATE PROJECT NO. SAP-261D(122)LG
JOB PIECE No. 36562(04)

This Agreement, made the day and year last written below, by and between Pittsburg County, hereinafter referred to as the COUNTY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to-wit:

WHEREAS, The Oklahoma State legislature provides that certain funds available to the DEPARTMENT for obligation during a Fiscal Year shall be used for the construction or improvement of access roads to existing lake and recreational sites and roads; and

WHEREAS, the DEPARTMENT is in receipt of a request by the COUNTY and that the COUNTY be permitted to construct or cause the construction of the described Lake Access Project and to be reimbursed by the DEPARTMENT for the cost of surfacing upon satisfactory completion of the work from the funds allocated by the Transportation Commission for the project; and

WHEREAS, the Oklahoma Transportation Commission did at its regular meeting of June 5, 2023 approve Agenda Item No. 93(f) allocating \$270,000.00 (two hundred seventy thousand dollars), for the purpose of participating with the County, in constructing a Lake Access Project serving Lake Eufala. The proposed project begins at the intersection of Bucks of Gains Creek Rd and Bugtussle, and extends north on Bugtussle Rd for 2.0 miles, ending at Carl Albert Rd, generally located as shown on the attached map hereby made part of this Agreement.

NOW, THEREFORE, it is mutually agreed by the COUNTY and the DEPARTMENT that:

1. The COUNTY agrees to be entirely responsible for the initiation, construction, and completion for all work associated with the project.
2. Upon approval of this Agreement by the DEPARTMENT, the COUNTY is authorized to advertise and let the contract for surfacing portion of the project in their usual and customary manner.
3. Upon completion of the construction plans the COUNTY will provide, upon request by the DEPARTMENT, two (2) one-half size set of such plans.
4. The COUNTY shall appoint competent supervision of the construction work to the end of construction, obtaining work strictly in accordance with the plans and specifications.
5. The COUNTY warrants that all rights-of-way needed for the construction of said project shall be free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground. In the event of adjustment or relocation of such, the COUNTY will do so at its sole expense.

6. The COUNTY will invite a DEPARTMENT representative to attend the pre-work conference.
7. Upon completion and final acceptance of the project, the COUNTY agrees that it shall, at its own expense, assume full maintenance responsibility for their respective portions of the project.
8. It is further understood and agreed that upon completion of said project, the COUNTY will invite a DEPARTMENT representative to attend the final inspection.
9. Upon completion and final acceptance of the project, the DEPARTMENT agrees to reimburse the COUNTY for the cost of surfacing in an amount not to exceed \$270,000.00 (two hundred seventy thousand dollars).
10. Payment shall be made by the DEPARTMENT to the COUNTY, for the cost of the surfacing contract, upon receipt of a properly executed Claim Form D.T. 324A accompanied by suitable evidence of the expenditure made by the COUNTY in the execution of this project.
11. That the COUNTY agrees that as a condition to receiving any financial assistance from the DEPARTMENT, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

THEREFORE BE IT AGREED by the DEPARTMENT and the COUNTY that the stipulations set forth in this agreement shall govern the construction of this Lake Access Project.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY OKLAHOMA:

BY [Signature] 7/3/2023
County Commissioner District 1 (date)

BY [Signature] 7/3/2023
County Commissioner District 2 (date)

BY [Signature] 7/3/2023
County Commissioner District 3 (date)



ATTEST:

[Signature] 7/3/2023
County Clerk (date & seal)

APPROVED AS TO FORM AND LEGALITY:

[Signature] 6/22/23
COUNTY - District Attorney (date)

OKLAHOMA DEPARTMENT OF TRANSPORTATION:

Division Engineer, Local Government (date)

Chief Engineer (date)

General Counsel (date)

Deputy Director (date)



District 18 Drug Court
 115 E. Carl Albert Pkwy
 Room 201
 McAlester, OK 74501
 (918) 423-7323

Under One Roof
 P.O. Box 1332
 Eufaula, OK 74432
 (918) 689-7505

Lease Agreement

This Lease Agreement (Agreement) is made between **The McIntosh County Youth & Family Resource Center, Inc., DBA Under One Roof (Lessor)**, a 501(c)(3) tax-exempt non-profit organization, located at **107 McKinley, Eufaula, Oklahoma** and **District 18 Drug Court ("Tenant Partner")**. The beginning date of this Agreement is **October 1, 2023**. If the beginning date is not the first day of the month, then the Contract Charges will be pro-rated for the initial, partial month, but the Agreement term will be calculated from the first day of the following month. This Agreement is for a term of **12 months terminating on September 30, 2024**.

Office Package

- 1) Use of Office Space. During the term of this Agreement, Tenant Partner may have the exclusive use of the:

Suites 6 and 8 of building located on Lots 3, 4, 5, 6, and 7, Block 31, City of Eufaula.

See **Exhibit A** for floor plan, meeting rooms, and common areas included under this lease.

Monthly Rent

- 2) Rent Payment. Lessee agrees to pay a monthly rental of \$ 175.00 per month or a total of \$ 2,100.00 during the primary term of this lease. Rent is payable to Lessor; mail to P.O. Box 1332 Eufaula, Oklahoma, 74432. Rent checks are made payable to Under One Roof Center. Rent shall be paid on or before the last day of each month during the term of this lease or while lessee is in possession.

3)	a. Office Rental	\$ 175.
	b. Security Deposit	\$ 0
	c. Total Amount Due	\$ 175.
	Less Current Deposit on Account	(\$0)
	Total Due upon Execution of Lease	<u>\$ 175.</u>

Current deposit on account for **District 18 Drug Court** -0-

Security Deposit. The Security Deposit is payable in advance by Tenant Partner to Lessor. If Tenant Partner vacates before the expiration of its term, or if Tenant Partner commits any event of default (see below), then Lessor may retain the Security Deposit in partial satisfaction of its damages. When the Tenant Partner vacates the property, in accordance with the terms of the lease, the Security Deposit will be refunded, less any amounts needed to make repairs beyond normal wear and tear. Lessor will provide Tenant Partner with a detailed list of the costs of repairs made.

- 4) Additional Services. Lessor will provide wireless internet capability, regular maintenance, janitorial, landscaping, pest control and perimeter security for the building; these costs are included in the rent. The Rules and Regulations in Exhibit B describe events under which the Tenant Partner may be responsible for repairs.

Miscellaneous Restrictions Affecting Tenant

- 5) Use of Office and Common Area. Tenant Partner will use its space exclusively as an office. Tenant Partner will have use of the following common areas: hallways, rest rooms, and meeting rooms. Tenant Partner will not store or use anything which may create a fire or theft hazard, cause noise, create a noxious smell, use abnormal amounts of electricity, create a nuisance, cause an increase in Lessor's insurance premiums or cancellation of its insurance or offend Lessor or other clients. This property is a smoke free environment within 25 feet of the building. Other than a personal computer, desktop printer, copiers, facsimile machine or small desktop appliances, Tenant Partner will not bring any office equipment onto the premises without permission from Lessor.
- 6) Alterations. Tenant Partner will not make any alterations to its office unless it obtains prior written approval from Lessor.
- 7) Sublease. Tenant Partner may not sublease, assign or encumber the space used by it.
- 8) Reentry by Lessor.
- a) Lessor reserves the right to re-enter the Premises to inspect, to supply cleaning and any other service to be provided by Lessor to Tenant Partner under this lease, to show said Premises to prospective purchasers, mortgagees, funder or tenants, and to alter, improve or repair the Premises and any portion of the building, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Building and Premises where reasonable required by the character of the work to be performed, provided entrance to the Premises shall not be blocked, and Lessor will use reasonable efforts not to interfere with Tenant Partner's business.
 - b) Lessor shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding Tenant Partner's vaults and safes or special security areas (specified in advance), and Lessor will have the right to use any and all means to open any door in an emergency to obtain entry to any portion of the Premises. Any portion to which access cannot be had by means of a key in possession of Lessor, Lessor is authorized to gain access by such means that Lessor elects and the cost of repairing any damage will be borne by the Tenant Partner and paid to Lessor as additional rent on demand.

Claims Against Landlord

- 9) Damages. Lessor is not liable for any damage to personal property owned by Tenant Partner, its guests, customers, clients, invitees or visitors, unless the damage is caused by Lessor's own negligence, or that

of its employees. Additionally, Lessor will not be liable to Tenant Partner for any indirect, remote or consequential damages flowing from the breach hereof by Lessor.

10) Insurance.

- a) Lessor will procure and maintain insurance on the physical improvements of the property.
- b) Lessor strongly recommends Tenant Partner procures and maintains property insurance covering Tenant Partner's personal property.
- c) Tenant Partner will procure and maintain Workmen's Compensation insurance as required by law.
- d) Tenant Partner will provide Lessor any Certificates of Insurance before occupancy and annually thereafter.

11) Personal Injury. Lessor is not liable for personal injury suffered by Tenant Partner, its guests, customers, clients, invitees or visitors, unless injury is caused by Lessor's own negligence, or that of its employees.

12) Conversion. If Tenant Partner vacates the premises and leaves behind any personal property, files, or anything else, that property will be considered abandoned by Tenant Partner. If Tenant Partner defaults in the payment of sums due to Lessor, and Lessor changes the locks, removes Tenant Partner's property, or otherwise denies access to Tenant Partner, Lessor will not be guilty of conversion.

13) Indemnity. If a claim is made against Lessor because of some action or inaction of Tenant Partner or its guests, customers, clients, invitees or visitors, Tenant Partner will indemnify Lessor and hold it harmless from those claims. This indemnity includes not only the amount of any such claim, but also all of Lessor's costs in investigating and defending those claims, and a charge at the rate of \$25.00 per hour for any time spent by Lessor's officers in dealing with those claims. Further, in the event that any of Lessor's employees travel off-premises at the request of Tenant Partner and that travel results in damages or exposes Lessor to liability, then Tenant Partner will indemnify Lessor and hold it harmless from any such claims or damages.

14) Waiver. If Lessor allows any default or variance in this Agreement, that will not constitute a waiver of its rights. No matter how many times Lessor allows the default or variance, or a variety of defaults or variances by Tenant Partner or others, it may still, without advance notice, require strict adherence to this Agreement or prohibit future variances. Nothing will change the term of the Agreement, or extend it, or add to it, unless in writing and signed by Lessor and Tenant Partner.

Expiration of Office Services Agreement

15) Renewal. No later than 60 days before the end of its Agreement, Tenant Partner must advise Lessor regarding renewal. Lessor may block renewal with 60 days' notice. If Tenant Partner does not advise Lessor otherwise by that time limit, then the Agreement may be continued for 60 days, at Lessor's option, under the same terms and conditions stated herein for the same agreement term.

16) Vacating. At the expiration of this Agreement, Tenant Partner will promptly vacate the premises in the same conditions as when first occupied by Tenant Partner, normal wear and tear accepted, turn in its keys, and provide Lessor with a forwarding address and telephone number.

Default

17) Events of Default. The following are Events of Default:

- a) Monthly rent becoming past due;

- b) Default in any other terms of this Agreement, but only if Lessor gives Tenant Partner written notice of the default, and Tenant Partner fails to cure the default within thirty (30) days of the notice. In the event of recurring default, Lessor will give Tenant Partner 30 days' notice to cure for the first event of default. Thereafter, Lessor need give Tenant Partner no notice of the same or a substantially similar default.

18) Remedies. On default, Lessor may choose any or all of the following remedies:

- a) Terminate the Agreement;
- b) Accelerate the Monthly rent reasonably discounted to present value, and demand all sums due immediately;
- c) Take possession of all property in Tenant Partner's office or stored by Tenant Partner on the premises and store it, at Tenant Partner's expense, until taken in full or partial satisfaction of any lien or judgment;
- d) Deny access to the office by Tenant Partner and deny use of any of the services; and
- e) Lessor will provide assistance to Tenant Partner if in danger of default. Scope of assistance will be determined by both parties.
- f) Any other remedies allowed by law.

19) Other Consequences of Default. In the event of default, Lessor may immediately cease providing Tenant Partner with any or all services

Miscellaneous Provisions

20) Lessor's Agents. The only persons having authority to act for Lessor, and to bind Lessor, are **Kim Woodruff**. Until and unless written notice is received from one of the above, no one else has any authority to act on behalf of Lessor.

21) Notices. Notice to the Tenant Partner must be given at the address of the office used by Tenant Partner, if at all possible. Notice to Lessor must be given at **P.O. Box 1332, Eufaula, OK 74432**. Notice must be by personal delivery, receipted, or by certified mail.

22) Ambiguities. Tenant Partner has had an opportunity to read this Agreement and ask questions. If Tenant later asserts any ambiguities in the Agreement, those ambiguities will be interpreted in favor of Lessor.

23) Returned Check. If a check is returned for any reason at all, Tenant Partner will pay an additional charge of \$25.00 per returned check. If a check is returned, then, for the purposes of calculating late charges or events of default, it will be as if payment represented by the check had never been made.

24) Tenant Contact. The person specified/described here: **Gary Smith** is a Tenant Partner contact. In the event of a corporate dissolution, partnership dissolution, employee dismissal or resignation or internal Tenant Partner dispute, all mail, telephone messages, Tenant Partner property, etc. will be delivered to the Tenant Partner contact.

Contact information: Gary Smith (918) 424-6705 (cell) 115 E. Carl Albert Pkwy, Rm. 201

McAlester, OK 74501 (918) 423-7323 (office)

25) Mail Handling After Contract Expiration. At the expiration of this contract, it is Tenant Partner's responsibility to notify all persons of its new address.

ALL PARTIES HAVE READ THE ABOVE PAGES AND AGREE TO ALL TERMS AND PROVISIONS

LESSOR: **Kim Woodruff, Executive Director, Under One Roof**

Kim Woodruff Date: 6-20-2023

Lessor's Signature

TENANT PARTNER: **District 18 Drug Court**

_____ Date: _____

Tenant Partner's Signature

EXHIBIT B

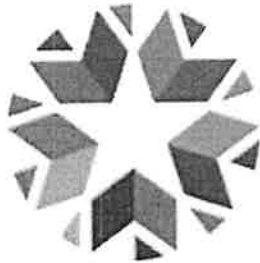
Rules and Regulations

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of the Lessor. Lessor shall have the right to remove, at Tenant Partner's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant Partner. In addition, Lessor reserves the right to change from time to time the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered.
2. If Lessor objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises, Tenant Partner shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant Partner shall not place anything or allow to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of the Lessor, from outside the Premises.
3. Tenant Partner shall not obstruct any sidewalks, halls, passages, exits, entrances, or steps of the Building. The halls, passages, exits, entrances, and steps are not for the general public, and Lessor shall in all cases retain the right to control and prevent access to the Building of all persons whose presence in the judgment of Lessor would be prejudicial to the safety, character, reputation and interests of the Building and its Tenant Partner provided that nothing contained in this rule shall be construed to prevent such access to persons with whom any Tenant Partner normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No Tenant and no employee or invitee of any Tenant Partner shall go upon the roof of the Building.
4. The directory of the Building will be provided exclusively for the display of the name and location of Tenant Partners only and Lessor reserves the right to exclude any other names therefrom.
5. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Lessor. Tenant Partner shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Lessor shall not in any way be responsible to any Tenant Partner for any loss of property on the Premises, however occurring or for any damage to any Tenant Partner's property by the janitor or any other employee or any other person.
6. Lessor will furnish Tenant Partner free of charge with two keys to each door in the Premises. Lessor may make a reasonable charge for any additional keys, and Tenant Partner shall not make or have made additional keys, and Tenant Partner shall not alter any lock or install a new or additional lock or bolt on any door of its Premises. Tenant Partner, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant Partner and in the event of loss of any keys so furnished, shall pay Lessor therefore.
7. If Tenant Partner requires telegraphic, telephonic, burglar alarm or hardwired internet connection capability or similar services, it shall first obtain, and comply with, Lessor's instructions in their installation.
8. Tenant Partner shall not excessively waste electricity, water or air conditioning.
9. Tenant Partner shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the

Premises. Tenant Partner shall be responsible for any damage or injuries for noncompliance with this rule sustained by other Tenant Partners or occupants of the Building or by Lessor.

10. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown into any of them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant Partner who, or whose employees or invitees, shall have caused it.
11. Tenant Partner shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without permission of Lessor. Tenant Partner shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
12. Except as approved by Lessor, Tenant Partner shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises. Tenant Partner shall not cut or bore holes for wires. Tenant Partner shall not affix any floor covering to the floor of the Premises in any manner except as approved by Lessor. Tenant Partner shall repair any damage resulting from noncompliance with this rule.
13. Tenant Partner shall not install, maintain or operate upon the Premises any vending machine.
14. Tenant Partner shall store all its trash and garbage in the approved receptacles at designated areas. Tenant Partner shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Lessor.
15. No cooking shall be done or permitted by any Tenant Partner on the Premises, except with the Underwriters' Laboratory (UL) approved microwave oven or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations and does not cause odors objectionable to Lessor or other Tenant Partners of the Building.
16. Lessor may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant Partner or Partners, but no such waiver by Lessor shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant Partner or Partners, nor prevent Lessor from thereafter enforcing any such Rules and Regulations against any or all of the Tenant Partners of the Building.
17. Lessor reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order in and about the Building. Tenant Partner agrees to abide by all such rules and regulations.
18. No smoking shall be permitted anywhere on the property including common areas and parking lot within 25 feet of building.
19. Tenant Partner shall be responsible for the observance of all the foregoing rules by Tenant Partner's employees, agents, clients, customers, invitees and guests.
20. Conference Room use by Tenant Partner requires sign-up on the provided calendar and the number in attendance. Conference Room shall be left in a clean and orderly fashion.

21. Donations left in any part of Under One Roof, whether left on the front porch, by the back doors, or inside the building, have been donated to Under One Roof and must, by law, undergo specific processing by the staff of Under One Roof. No Tenant Partner or their clientele, shall go through or remove any part of these donations; to do so would be stealing. These donations are for the betterment of all who are housed in Under One Roof and are given for that purpose. Please speak to the Under One Roof management if you have questions surrounding these donations.



OKLAHOMA
OFFICE OF JUVENILE AFFAIRS

FY2024 CONTRACT
REGIONAL SECURE DETENTION
INCLUDING
TWO ONE-YEAR OPTIONS TO RENEW
FOR FY2025 AND FY2026

BOARD OF PITTSBURG COUNTY COMMISSIONERS

RACHEL C. HOLT, EXECUTIVE DIRECTOR

GREG DELANEY, DEPUTY DIRECTOR
COMMUNITY BASED SUPPORT SERVICES

Master CRL2024/26-299

Schedule A: Allocation of Payments
Attachment A: Drug Testing Policy OAC: 377:3-11-1 through 12
Attachment B: OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*
Attachment C: Claim Form
Attachment D: Assignment Affidavit 2024
Attachment E: Assignment Affidavit 2025
Attachment F: Assignment Affidavit 2026

Board of Pittsburg County Commissioners

Secure Detention

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**STATE OF OKLAHOMA
SECURE DETENTION
FIXED RATE CONTRACT**

This agreement, consisting of 27 pages (the "Contract"), is hereby made between the Office of Juvenile Affairs ("OJA") and

Board of Pittsburg County Commissioners

(the "Contractor") and constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS the board of county commissioners of every county shall provide for the temporary detention of children who are or may be subject to secure detention as required by 10A O.S. §2-3-103 herein after also referred to as the Service Recipient; and

WHEREAS "secure detention" means the temporary care of juveniles who require secure custody in physically restricting facilities: a.) while under the continuing jurisdiction of the court pending court disposition, or b.) pending placement by the Office of Juvenile Affairs after adjudication (10A O.S. §2-1-103); and

WHEREAS the board of county commissioners of every county shall provide for full temporary detention services and facilities according to the latest revision of the State Plan for Establishment of Juvenile Detention Services adopted by the Board of Juvenile Affairs ("State Plan") and the standards for juvenile detention services and facilities adopted by the Board of Juvenile Affairs, OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*. Counties without a detention center shall contract with one or more counties to obtain access to detention services. Counties with detention centers must make available beds for use by counties without a detention center; and

WHEREAS, the boards of county commissioners of every county are authorized pursuant to Oklahoma Statutes (10A O.S. §2-3-103) to contract with a public agency, private agency, federally recognized tribe, or single or multi-county trust authority for the operation of a juvenile detention facility; and

WHEREAS, in the event the county enters into a management contract pursuant to 10A O.S. §2-3-103.C.4 with a privately operated detention facility ("Subcontractor"), the Subcontractor who provides juvenile detention services and operates the juvenile detention facility must demonstrate to the satisfaction of the board of county commissioners that:

1. the Subcontractor has the qualifications, experience, and personnel necessary to implement the terms of the Contract,
2. the financial condition of the Subcontractor is such that the term of the Contract can be fulfilled,
3. the Subcontractor has the ability to obtain insurance or provide self-insurance to indemnify the county against possible lawsuits and to compensate the county for any property damage or expenses incurred during the private operation of the juvenile detention facility, and
4. the Subcontractor has the ability to comply with applicable court orders and standards for juvenile detention services and facilities adopted by the Board of Juvenile Affairs, OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*.

WHEREAS, pursuant to 10A O.S. §2-3-103., expenses incurred in carrying out the provisions of 10A O.S. §2-3-101 and §2-3-103 shall be paid from the general fund of the county or from other public funds lawfully appropriated for such purposes, or from private funds that are available for such purposes; and

WHEREAS, pursuant to 10A O.S. §2-7-401.B, OJA shall establish a system of rates for the reimbursement of secure detention costs to counties, the methodology of which may include, but not be limited to, consideration of detention costs, the size of the facility, services provided and geographic location; and

WHEREAS, any compensation to which Contractor is entitled for allowable services provided prior to the beginning of the contract period or date a purchase order is issued, whichever is the latter, shall be paid pursuant to methods provided by Office of Management and Enterprise Services (OMES) procedures.

NOW THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

A. BASE YEAR

The term of the Contract is from the latter of July 1, 2023, or the date of execution through June 30, 2024. The Contract may be renewed for two additional one-year periods at the same or modified terms and conditions as follows:

- 1st Option Period: FY2024– July 1, 2024, through June 30, 2025
- 2nd Option Period: FY2025 – July 1, 2025, through June 30, 2026

B. OPTIONS TO RENEW

Renewals shall be accomplished by the issuance of a change order by the Office of Juvenile Affairs. Either party must give 30 days' notice if it does not intend to renew the Contract. Renewal of the Contract does not waive any form of cancellation that is available through the Contract.

Work done before the effective date of the Contract is at the Contractor's risk. Option periods are not considered within the Contract's effective date unless the Contract is renewed by OJA for the particular option period.

II. COMPENSATION

A. REIMBURSEMENT RATE AND CONDITIONS

For the purpose of the Contract "Budget Adjustment" is defined as action taken by OJA or others to allocate the following or similar occurrences that negatively impact OJA's available budget:

- appropriations reductions;
- budget reductions;
- revenue shortfalls; or
- unfunded or underfunded legislative mandates that require reallocation of OJA resources.

OJA shall provide a fixed rate less any Budget Adjustment to Contractor for the operation, maintenance and repair of a detention facility located at

1208 N. West Street, McAlester, OK

at the per day per bed rate specified in Exhibit A subject to conditions listed herein.

If the facility takes beds off-line (restricts access) for any reason, the monthly claim will be reduced by the daily rate for each day the bed is off-line. If a youth is refused access, and that youth is admitted in an alternative facility, the bed will be considered off-line until the bed is filled by another youth or the original youth is discharged from the alternate facility.

If there are no youth in a facility, the Contract will still be in force until cancelled or expiration, but all beds will be considered to be off-line and not eligible for payment.

1. Payment

Payment for services by OJA will be made only upon verification that Contractor has provided its 15% share as required by 10A O.S. §2-7-401 with regard to the number of beds provided for in the Contract and upon receipt of a documented claim from the Contractor in the format and in accordance with the procedures prescribed by OJA. Contractor agrees to maintain current banking information at the Office of Management and Enterprise Services (OMES) to provide for payment by electronic funds transfer

Effective November 1, 2020, the rate used for reimbursement shall be one hundred percent (100%) of the approved rate for the Office of Juvenile Affairs for a child in the custody of the Office of Juvenile Affairs after adjudication and disposition who is held in a juvenile detention facility when the child is pending a placement consistent with the treatment needs of that child as identified by the Office of Juvenile Affairs through the adoption of the disposition plan and a specific placement has been identified. The 100% rate will only apply for the time period that a specific placement has been determined and the youth is legally and technically eligible for the placement, but transfer to the placement cannot be achieved.

2. Subcontracting

Should the Contractor elect to enter into a management subcontract pursuant to 10A O.S. §2-3-103, and Contractor wishes to assign payment subcontractor, Contractor shall submit to OJA an assignment affidavit, granting OJA authority to pay the subcontractor directly. A copy of the signed subcontract agreement must accompany the assignment affidavit. OJA will pay the subcontractor upon receipt of a properly documented claim in the format and in accordance with the procedures prescribed by OJA. Contractor shall require the subcontractor to submit to Contractor a copy of any claim submitted to OJA.

3. Exhibit A – Schedule of Payments

For the cost of operations and services during the term of the Contract, OJA will reimburse up to the amount indicated on Exhibit A, which shall be revised if necessary for any option years that are exercised. If required, a revised Exhibit A will be included with the change order issued to renew Contract.

4. Financial Information

In order to meet the statutory requirements of setting detention rates, from time-to-time OJA will need to gather information necessary to develop fair and equitable detention rates. In addition to the requirements of III. X. "Records", Contractor agrees to provide on request detailed expenditure reports and allow for examinations of original documentation of expenditures allocated to the detention facility. When preparing expenditure reports, contractor shall take care to only allocate cost directly applicable to the operation of the detention facility.

If OJA determines that a more extensive review is needed, OJA is authorization to conduct through a contractual arrangement with an independent auditor at OJA's expense, a financial and programmatic audit of the detention center operations.

III. GENERAL TERMS AND CONDITIONS

A. Appeal

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the OJA Executive Director. The Office of Juvenile Affairs will consider the appeal before final action or reimbursement is sought by OJA. Payments under this Contract will continue while the appeal is pending unless this Contract is otherwise terminated, or payment has been suspended for other reasons.

B. Assignment and Subcontracting

1. Assignment

Contractor understands and agrees that the services required under this Contract shall not be assigned or transferred without the appropriate OJA division administrator or designee's written authorization.

2. Subcontracting

Contractor shall notify the appropriate OJA division administrator or designee in writing of any proposed subcontracting to this Contract, in whole or in part, of the services required under this Contract at least thirty (30) calendar days prior to the effective date of the subcontract. Contractor shall supply OJA with a copy of any subcontract issued at the time of such notification. The terms of this Contract shall be included in any subcontract and shall provide that OJA shall have authority to directly monitor the subcontractor's compliance with the terms of this Contract and any subcontract.

The existence of a subcontract shall not relieve Contractor of any of the Contractor's responsibilities in the performance of this Contract.

3. Subcontract Modification

Any change to a subcontract of Contractor shall be treated as a new subcontract and the requirements of this section B shall apply.

C. Audit

1. Federal Funds

- a) In accordance with 2 CFR 200.501(a) a non-Federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- b) In accordance with 2 CFR 200.501(b) a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- c) In accordance with 2 CFR 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

2. State Funds

Corporations, both for-profit and non-profit, and governmental entities that receive \$100,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP), and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

3.. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma (State), and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. The Office of Juvenile Affairs retains the authority to examine the work papers of the said auditor.

Contractor shall submit an electronic copy of the annual audit report to OJA via email to audits@oja.ok.gov with a copy, if applicable, of the management letter to all audit findings within six (6) months of Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within sixty (60) days of the audit being issued. In the event Contractor is unable to provide the audit report within the time specified, Contractor shall submit a written request to the email address listed in this paragraph for an extension citing the reason for the delay. The Office of Juvenile Affairs reserves the right to suspend payment to Contractor for costs owed pursuant to this Contract if OJA has not received Contractor's audit for the previous fiscal year.

D. Civil Rights

Contractor shall at all times comply (and will require any subcontractors to comply) with all nondiscrimination requirements imposed by law. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, sex,

gender identity, sexual orientation, age, military status, disability, or any other lawfully protected status in the performance of this Agreement.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, military status, disability or any other lawfully protected status after a due process hearing against Contractor or a subcontractor, Contractor shall forward a copy of the finding to OJA to be forwarded to the appropriate authorities. Contractor also agrees to immediately notify OJA's Advocate General of any and all civil rights complaint(s) by persons receiving services under this Contract; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

E. Compliance with Laws, Statutes, and Regulations

Contractor and any subcontractors shall comply with all applicable state and federal laws, including any regulations and rules promulgated by any governmental authorities and which are applicable to this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA.

1. Choice of Law

Any claims, disputes, or litigation relating to the Contract shall be governed by the laws of the State of Oklahoma without reference to principles of conflict of laws.

2. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

3. Limitation of Liability

No provision of the Agreement or attachments to this Agreement providing for a limitation of liability of OJA shall be enforceable against OJA except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in the Agreement or attachments to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation provision in the Agreement or attachments to this Agreement.

4. Oklahoma Open Records Act

As a public body, OJA is subject to the Oklahoma Open Records Act ("ORA"), Sec 51 O.S. § 24A.1 et seq. While certain privacy interests of individuals are protected in specific exceptions to the ORA or in the statutes which authorize, create or require the records, except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor reasonable expectation that this information will be kept from public access. The ORA requires that a public body shall at all times bear the burden of establishing such records are protected by such confidential privilege.

5. Family Educational Rights and Privacy Act

Contractor agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as well as other relevant laws and regulations

applicable to the confidentiality of student education information and records. Contractor acknowledges that during the course of performing its contract duties it may have access to confidential education records, as defined by FERPA, and Contractor agrees that it will not disclose any such education information or records except to perform its duties under this Agreement or as required by law.

F. Extension Option

In addition to any option period that may be available, if in the opinion of OJA's Executive Director, it is in the best interest of the State to extend this Contract, Contractor shall be notified of the Executive Director's intent at least thirty (30) days prior to the expiration date of this Contract. Contractor shall have fifteen (15) calendar days to respond to the Executive Director's request to extend the term and period of performance of this Contract. If Contractor agrees to the extension, all terms and conditions including pricing of this Contract shall apply unless more favorable terms for the State have been negotiated.

G. Contract Modification

Any modification or amendments to this Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

H. Certifications

Contractor Certifies to the following:

1. Debarment, or Suspension

Contractor and any subcontractor agree to the following conditions and certify to the best of their knowledge and belief, that they and their principals or participants:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity;

b) Have not within a three (3)-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) and

d) Have not within a three-year period preceding this Contract had one (1) or more public (Federal, State or local) contracts terminated for cause or default.

1. Prohibition of State Employees Participating in the Development of the Contract.

Pursuant to 74 O.S. § 85.42 the parties to this contract certify that no person involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under the said contract.

I. Drug-Free Workplace

Contractor also agrees that Contractor and the Contractor's employees and agents shall not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under this Contract. Contractor agrees to require all subcontractors under this Contract to abide by this provision.

Unless prohibited by law, Contractor shall maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OJA's rules, policies and procedures for drug and alcohol testing.

J. Duplicate Billing Prohibition

Contractor shall not bill OJA for services required under this Contract for which Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

K. Employment Relationship

In the performance of all services rendered under this Agreement, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the parties.

L. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor, its agents, vendors, officers, and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use the protected health information solely to perform its duties and responsibilities under this Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub.L. No. 104-191, 110 Stat. 1936, as it may be amended.

M. Indemnity

1. Non-Governmental entities

Contractor shall indemnify and hold OJA and its Board Members, officers, directors, and employees, harmless under this Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

i. Governmental entities

Unless prohibited by Article 10 of the Oklahoma Constitution and the *Governmental Tort Claim Act*, 51 O.S. §§ 151-200, Contractor agrees to the extent allowed by law, to indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of

any term or condition of this Contract. Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

N. Insurance

Clauses in which state agrees to purchase liability insurance covering the subject matter of the contract are void absent specific legislation, and clauses attempting to add private entity as additional insured on policy purchased with public funds are prohibited.

O. No Grant of Authority.

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of OJA, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of OJA .

P. Monitoring and Financial Compliance Review

The Office of Juvenile Affairs, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations, or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with Contractor's performance of the services. The Office of Juvenile Affairs shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided at any time during the period such records are required to be maintained or retained by Contractor. The Office of Juvenile Affairs will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients. The Office of Juvenile Affairs will complete a performance evaluation at the end of the Contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S., § 85.41.

Q. Oklahoma Taxpayer and Citizen Protection Act of 2007

Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this Contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at: www.dhs.gov/E-Verify.

R. Confidentiality

The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Agreement, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet

concerning the work outlined or contemplated by this Agreement without first obtaining approval of OJA's Executive Director.

Contractor shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by OJA. OJA may not be used as a reference for Contractor without the Agency's prior approval.

S. Prior Unmet Contractual Obligations

Under this Contract, OJA has the authority to suspend payment to Contractor in the event Contractor has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to Contractor shall continue until such required documents are received by OJA.

T. Records

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, Contractor agrees any pertinent State or federal agency has the authority to examine and audit all records relevant to performance of this Contract. Contractor is required to retain all records relative to this Contract for the duration of this Contract term and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

U. Responsibility for Actions of Employees.

The parties intend that each shall be responsible for its own intentional acts and negligent acts or omissions to act. OJA shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151 et seq. Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

V. Severability

If any provision under this Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Contract, or its application, that can be given effect without the invalid provision or application.

W. Taxes

Pursuant to applicable law, OJA shall not be liable under the Agreement to pay taxes assessed against Contractor or to reimburse Contractor for any taxes incurred by it pursuant to its performance under the Agreement.

X. Termination

1. For Convenience

Either party may terminate this Contract by giving the other party thirty (30) day written

notice of the termination. Notice may be provided via electronic (email) transmission of notice on letterhead.

2. For Cause

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel this Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any other rights and remedies provided by law. If this Contract is terminated, then the State shall be liable only for payment under the payment provisions of this Contract for goods and services rendered before the effective date of termination.

In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Management and Enterprise Services (OMES), Division of Capital Assets Management (DCAM), Central Purchasing Division.

3. Termination/ Contract Reduction Due to Lack of Funding

The Office of Juvenile Affairs may terminate this Contract in the event that OJA is not granted funding to pay for the services herein described, or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA.

The Office of Juvenile Affairs shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice. In the event of such insufficiency, Contractor will be provided at least fifteen (15) calendar days' written notice of termination.

In the event OJA experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, OJA may reduce this Contract. Notice of such reduction shall be sent in writing to Contractor.

Y. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds for unallowable costs on this Contract or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. The Office of Juvenile Affairs may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to Contractor under this Contract or other contracts.

Z. Electronic Transactions

All transactions related to the Contract may be conducted by electronic means pursuant to the

Oklahoma Uniform Electronic Transactions Act.

IV. SPECIAL TERMS AND CONDITIONS

A. ACCESS TO SERVICES

Contractor shall not restrict access to services under the Contract based on the Service Recipient's inability or refusal to pay for such services.

B. CLIENT CONFIDENTIALITY

Contractor agrees to comply with OJA's requirement regarding absolute protection, use of and release of personal client information consistent with 10A O.S. §2-6-101, *et seq.* and OJA rules. Further, Contractor agrees to hold confidential all personal information about clients served under the Contract, including lists of names, addresses, photographs, evaluations, and all other records about clients.

C. LIABILITY

Pursuant to 10A O.S. §2-3-103.C.7, the operation of a juvenile detention facility by a county shall constitute a quasi-judicial function and a function of the State of Oklahoma for purposes of the Eleventh Amendment to the United States Constitution. In addition, no subcontract for the operation of a juvenile detention facility shall be awarded until the subcontractor demonstrates to the satisfaction of Contractor that the subcontractor has obtained liability insurance with the limits specified by the Governmental Tort Claims Act (Title 51, §151 *et seq.*) against lawsuits arising from the operation of the juvenile detention facility by the Contractor.

D. PRIOR OJA EMPLOYMENT

Contractor hereby certifies that at the start of the contract period no members of its board or officers are former OJA employees who were employed by OJA during the prior twelve (12) months.

E. REPORTING CHILD ABUSE

If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, the Contractor must immediately report the matter to the Department of Human Services Hot Line at 1-800-522-3511 and to the OJA Advocate General at (405) 620-6408 or (405) 530-2800. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA. In addition, Contractor shall comply with the requirements of Title 10A O. S. § 1-2-101 *et seq.*

F. TERMINATION DUE TO ABUSE

This Contract may be canceled immediately in the event OJA substantiates allegations that Contractor willfully or through gross negligence allowed youth in residence to be abused. Contractor shall be subject to immediate cancellation of the Contract with OJA for the

following:

1. Interfering with an abuse, neglect or mistreatment investigation.
2. Allowing its employees to interfere or retaliate against any employee for reporting or cooperating in such investigation; or
3. Denying the assigned investigator immediate and direct access to Contractor's employees, facilities, clients, places and records of any type regarding detention services provided by Contractor.
4. In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations as promulgated by the Oklahoma Department of Central Services, Central Purchasing Division.

G. CRITICAL INCIDENTS

“Critical incident” means an occurrence or set of events inconsistent with the routine operation of the facility, or the routine care of the resident. Critical incidents specifically include but are not necessarily limited to the following: (1) any incident involving an injury/illness or alleged injury/illness that requires emergency medical treatment, (2) AWOL or attempted AWOL, (3) any incident that may be considered neglect or abuse of a resident by caregivers, (4) any incident that may be of interest to the media, (5) any natural disaster, (6) any actual or suspected arson; activating or in possession of explosives or other destructive materials, (7) serious, malicious acts of violence, (8) adverse drug events and incidents involving medication mishandling, (9) self-destructive behavior, (10) death and injuries to residents, personnel, volunteers and visitors, (11) unauthorized disclosure of information and (12) other unexpected occurrences.

Critical incidents shall be reported to OJA's designated Program Manager, Juvenile Services Division immediately. Contact Information: Mobile (405) 620-4028. Contractor shall keep the OJA Program Manager updated until the incident is resolved. A written report is to be submitted by either fax or email to the OJA program Manager within twenty-four (24) hours of the incident having occurred.

H. PRISON RAPE ELIMINATION ACT (PREA)

If applicable, contractor agrees to comply with all requirements of the Prison Rape Elimination Act (PREA), 42 U.S.C. § 15601 et seq., and associated regulations, 28 C.F.R. Part 115.

I. NOTICE OF ANY PROPOSED CHANGES IN OWNERSHIP OR OPERATION

OJA shall be notified no later than thirty (30) days in advance of any anticipated, proposed, or actual changes in services, ownership or operation of detention facility. Changes due to emergencies where the thirty (30) day notice requirement cannot be met require immediate notification.

J. TRAINING

Contractor shall develop and implement a training program in accordance with the standards and requirements of OAC 377:3-13-43, *et seq.*, for all facility staff. Contractor will submit a copy of the training program to OJA upon request.

Contractor agrees to coordinate with OJA to make detention workers and applicable staff available for training provided by OJA, either directly by OJA staff or through a third party arrangement. OJA will be responsible for the cost of training, excluding salary for trainees but including travel costs if applicable.

All parties, to include but not limited to: County Commissioners, Judiciary, District Attorney, and the Detention Center Administrator shall attend OJA Detention Use training annually. OJA staff will coordinate with these parties to offer dates, times and locations of such training.

Prior to engaging in any restrains, all direct-care staff shall receive in-house training on Use of Force Policy and on Reporting Abuse and Neglect. Within the first year of employment, all direct-care staff shall complete an approved/certified class on behavior management, e.g., HWC, MAB, the Mandt System training, CPI, etc.; the course should be nationally recognized and should be an evidence-based program.

K. USE OF TOBACCO

Contractor shall prohibit possessing or using of tobacco products and vaping devices and products within the facility or grounds of the facility. Tobacco use shall also be prohibited outside the facility in areas that are within sight of the residents.

L. CONTRACT SUSPENSION

In lieu of Contract termination, OJA may elect to suspend contract to allow time for approved corrective measures to be enacted and evaluated. OJA may suspend all or a portion of funding until such time as the issue creating the suspension has been resolved. After a thirty (30) day period of suspension, either party may provide notice to immediately terminate the contract.

M. NOTICE OF TERMINATION

In addition to terms listed in Section III. "General Terms and Conditions" Section X. "Termination", if Contractor provides notice of termination and OJA is able to move all residents in the center before the thirty (30) days, the contract and payment will cease on the last day that residents are in the center.

N. OUTSIDE COMMUNICATIONS

Contractor shall not state or imply that the services offered with the secure detention center are endorsed by OJA without prior authorization.

V. PROGRAM REQUIREMENTS

A. FULL SERVICE DETENTION FACILITY AND SERVICES

The Contractor shall provide a full-service detention facility and full service detention services as required in OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities.*

B. REGIONAL SECURE BEDS (SPECIFIC TO OKLAHOMA COUNTY)

The provision of "Regional Beds" shall only occur if a contract exists between Oklahoma County and the sending county or counties, subject to space availability. The "Regional Rate" shall be set at the sole discretion of Oklahoma County. Said rate will ensure no expenditure of Oklahoma County Ad Valorem funds, or other sources of revenue, will be used in whole,

or in part, to subsidize the provision of programs and services, including secure detention, for another county or counties.

C. STANDARDS FOR CERTIFICATION

The detention services at the juvenile detention facility must meet the standards and requirements for certification established by the Board of Juvenile Affairs embodied at OAC 377:3-13-1, *et seq.*

D. PERFORMANCE REVIEW

During the term of the Contract OJA shall review the performance of Contractor and any entity with which Contractor enters into a subcontract to provide a juvenile detention facility or services under the Contract, pursuant to the standards and requirements for certification established by the Board of Juvenile Affairs embodied at OAC 377:3-13-6, *et seq.*

E. GRIEVANCE SYSTEM

Contractor shall operate a system for resolution of grievances by recipients of the services provided under the Contract regarding the substance or application of any written or unwritten policy or rule of Contractor, or any decision, behavior or action by Contractor, its agents or employees or agents or employees of a subcontractor in accordance with OAC 377:3-13-126, *et seq.*

F. RIGHT TO INSPECTION

OJA at all times shall have access to OJA custody youth detained in the facility.

G. JUVENILE ONLINE TRACKING SYSTEM

The Juvenile On-line Tracking System (JOLTS), designed by OJA, is a statewide management information system for all children, youth and their families served by critical programs and services administered by or contracted by OJA. Among other purposes, OJA utilizes information obtained through JOLTS to fulfill its statutory duty to provide annual reports pertaining to programs and services.

As an integral component of Oklahoma's juvenile justice system, Contractor shall be on-line with JOLTS and shall enter case specific data on JOLTS referencing every client served during this contract period. OJA will be responsible for providing Contractor with necessary equipment to be on-line with JOLTS and OJA will be responsible for maintenance of OJA equipment, training and support for JOLTS. Through the staff of the Information Technology Department, OJA will provide classroom JOLTS training twice during the contract year; on-line JOLTS training; and JOLTS help desk support eight (8) hours a day, Monday through Friday. Contractor shall ensure that the equipment supplied by OJA shall only be used by authorized personnel in performing appropriate duties necessary in fulfillment of the Contract.

1. Contractor's entry of client specific data on JOLTS shall reference the following categories of information:

- a. Establishing juvenile file if juvenile does not exist within JOLTS.
- b. Adding referral information and updating demographic information.

- c. Adding and updating detention screening information.
 - d. Adding and updating detention admission information.
 - e. Adding and updating detention release information.
 - f. Updating the facility census (243 screen) on a daily basis and upon change in census via admission or discharge.
2. Contractor data entry on JOLTS will be monitored from time to time by OJA with regard to determining timeliness, accuracy and completeness.
- a. **Timeliness:** Contractor shall perform data entry on JOLTS within three (3) working days from time of admission or release from detention services with reference to the information categories described above.
 - b. **Accuracy:** JOLTS data entered by Contractor shall concur with Contractor case files with regard to demographic information, referral dates and service dates and hours and minutes of services.
 - c. **Completeness:** JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by this Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during this Contract.
3. Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the Information Technology Department of OJA by sending an email describing the problem including contact information to servicedesk@omes.ok.gov. If unable to email, problems may be reported by phone at the following numbers: (405) 521-2444 or (866) 521-2444.

H. MEDICAL TREATMENT, EMERGENCY MEDICAL TREATMENT AND EMERGENCY TRANSPORTATION

Contractor shall ensure that emergency medical treatment or transportation to emergency medical treatment is provided, for all youth ordered detained at the facility. Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. §2-3-103

Upon request, OJA staff will assist Contractor in coordinating and securing non-emergency health and medical care services for detained youth under the supervision of OJA. OJA will assist Contractor with obtaining any entitlement reimbursements applicable to detained youth that are under the supervision of OJA.

I. TRANSPORTATION

Should Contractor provide transportation of juveniles to and from secure detention for purposes of admission, inter-facility transfer, discharge, medical or dental attention, court appearance, or placement designated by OJA, Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. §2-3-103.B.

J. ACCEPTANCE OF JUVENILES

Contractor shall accept all admits referred to them by law enforcement and/or verbal or written

court order in accordance with 10A O.S. § 2-3-101. Contractor does not have the ability or the right to object to such a referral and/or deny admittance of any juvenile so referred.

K. QUICK BEDS

Contractor shall update Quick Beds twice daily in the JOLTS system. If the statuses in Quick Beds are not accurate, OJA may assess damages upon the Contractor, including non-payment of the daily rate of any bed for which the status is not accurately maintained in Quick Beds.

If beds are inoperable or in need of maintenance, OJA's Program Manager must be contacted, and a work order plan put in place within forty-eight (48) hours of the bed becoming inoperable or in need of maintenance.

L. TRANSFER WITHOUT COURT ORDER

The transfer of juveniles from one secure detention facility to another shall only occur through a court order following notification by OJA.

M. RESTRICTED REGISTRY REQUIREMENTS

The Contractor shall provide notice to all of its employees that a substantiated finding of abuse or neglect, as defined in 10A O.S. §1-1-105 of the Oklahoma Statutes, by an individual when the abuse or neglect occurred to a child while in the care of a facility licensed, certified, operated or contracted by or with the Department or the Office of Juvenile Affairs may result in the individual being placed on the Restricted Registry per 10 O.S. §405.3

N. TERMINATION OF SERVICES

If services are terminated by Contractor without providing proper notice as required by Contract, the contractor shall reimburse OJA for the cost associated with relocation of youth and other related costs to closing out the contract.

O. CONTINUITY OF SERVICES

If a County is unable or unwilling to sign a secure detention contract within thirty (30) days of receiving the contract or within thirty (30) days of the start of the contract period for the period immediately subsequent to this agreement, then a month-to-month contract consisting of the provision of this Contract, with the exception of payment, will automatically be in effect until replaced by a valid contract or until services are no longer provided. Payment will be based on the current daily rate approved by the Board of Juvenile Affairs, applied to detention beds utilized by youth who are lawfully detained. No other payment will be made in the absence of a signed current contract. This clause does not preclude County from perusing other legal remedies that may be available

P. UNLAWFUL USE OF DETENTION BEDS

If it is determined, by OJA, that detention beds were utilized for unlawful detention services, OJA may recoup or withhold payment for the daily rate of the bed. If a third party provides detention services for the county, and payment is assigned to the third party, OJA will pay the daily rate to the third party provider and then charge the county for the unlawful use of the bed. If the county operates the detention center, payment will be reduced on the next claim after discovery of the unlawful use of the secure detention bed.

Q. TELECOMMUNICATION CAPABILITIES

OJA will work with Contractor to assist in providing videoconference capabilities.

1. Court Ability

In order to be eligible for a Secure Detention Contract, the Detention Center, in conjunction with the originating county must have or demonstrate being actively perusing the ability to allow tele-court as an option.

2. Visitation

Detention Center must have the ability to allow family visitation via video chat or other forms of video and voice communication. This is to be an option not the only means of visitation. Direct contact visitation cannot be restricted except to respond to a critical health and safety threat.

R. YOUTH CRISIS MOBILE RESPONSE UNIT TOLL FREE NUMBER

All juvenile detention centers shall utilize the Youth Crisis Mobile Response Unit's toll-free number (1-833-885-CARE (2273)) to assist with those youth who are actively displaying mental health needs.

S. MENTAL HEALTH SCREENING – MAYSI-2

Within twenty-four (24) hours of admission into a juvenile detention center, the youth shall be administered the MAYSI-2. This is a mental health screening tool composed of fifty-two (52) questions designed to assist early identification of youth who may have mental health needs. For youth who score moderate or high, a referral to the Youth Crisis Mobile Response Unit will be made and local JSU staff/liasons notified for further assistance and location of available beds.

T. OJA APPROVED DETENTION SCREENING

Within forty-eight (48) hours of admission, and prior to a detention hearing in front of a Judge, a standardized and OJA approved detention screening shall be completed on youth. This will give all parties the level of risk the youth poses to the community and if further detention is necessary or appropriate. Low risk youth should not remain in detention.

U. UTILIZATION OF LOCAL YOUTH SERVICE AGENCIES FOR SERVICES

1. Counseling Services

A counseling rate has been established and approved by the Board of Juvenile Affairs for local youth service agencies to provide much needed treatment to youth in need of services while in detention, including crisis intervention. Contractor shall coordinate with the youth service agencies in their area to provide such services.

V. EDUCATION

Education must be provided to youth in accordance with the State Department of Education minimum standards and not less than four point twelve (4.12) hours per school day or as required by the State Board of Education. The local school district or an OJA approved

alternative is responsible for providing educational programming. Detention centers are only required to provide summer school if the local school district provides this to the community as a whole. Juvenile detention centers are encouraged to develop pilot programs that enhance education opportunities. OJA will seriously consider funding such programs as long as funding is available. If pilots are deemed successful permanent rates may be established and opened up for other juvenile detention centers to access.

W. EMERGENCY PREPAREDNESS

All juvenile detention centers maintain an Emergency Preparedness Protocol so that they can respond quickly and efficiently if a natural disaster occurs in their community.

X. COLLABORATION

Juvenile detention centers shall collaborate and share, informational and meaningful training opportunities among social service agencies and juvenile detention operators.

Y. ALLEGATION AND REFERRAL OF ABUSE, NEGLECT AND/OR MALTREATMENT

It is the responsibility of the juvenile detention center to notify, as soon as possible, the assigned OJA program manager upon an allegation and referral being made to the Office of Client Advocacy (OCA) in regard to abuse, neglect and/or maltreatment. Confirmation of the above allegations, after all appeals have been exhausted, will prohibit named employee for employment with the juvenile detention center.


VI. SIGNATURES

For the faithful performance of the terms of the Contract the parties hereto, in their official capacities stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS

**GREG DELANEY, DEPUTY DIRECTOR
COMMUNITY BASED SUPPORT SERVICES**

BOARD OF COUNTY COMMISSIONERS



CHAIRMAN

Charlie Rogers 7/3/2023
Print Name Date:



COMMISSIONER

Ross Selman 7/3/2023
Print Name Date:



COMMISSIONER

Kevin Smith 7/3/2023
Print Name Date:

Schedule A – Allocation of FY2024 Payments by Month

Attachment A: Drug Testing Policy OAC: 377:3-11-1 through 12

Attachment B: OAC 377:3-13, Part 3. Requirements for Secure Detention Facilities

Attachment C: Claim Form

Attachment D: Assignment Affidavit 2024

Attachment E: Assignment Affidavit 2025

Attachment F: Assignment Affidavit 2026

Title 377 - Office of Juvenile Affairs
Chapter 3 - Administrative Services
Subchapter 11 - Risk Management
Part 1 - DRUG POLICY

377:3-11-1. Purpose of policy

Use of alcohol or illegal drugs may jeopardize the safety of Office of Juvenile Affairs (OJA) employees, the juveniles for whom the Office of Juvenile Affairs is responsible, and the citizens of Oklahoma. Accordingly, it shall be the policy of the Office of Juvenile Affairs to maintain an alcohol and drug-free work environment for the employees and to test job applicants and employees for the use of alcohol and illegal drugs.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03]

377:3-11-2. Definitions

The following words and terms, when used in this Subchapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Alcohol" means ethyl alcohol or ethanol;

"Employee" means any person who works full-time, part-time, or on a temporary basis for OJA, including management staff;

"Job Applicant" means any person who has applied to be an employee of OJA;

"Illegal Drugs" means any controlled dangerous substance as defined in the Uniform Controlled Dangerous Substances Act, Section 2-101 et seq. of Title 63 of the Oklahoma Statutes.

"OJA" means the Office of Juvenile Affairs;

"OSDH" means the Oklahoma State Department of Health;

"Transferred or reassigned employee" means an employee who transfers to a different position or job, or who is reassigned to a different position or job.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

377:3-11-3. Rules for drug free workplace

(a) **Illegal drugs.** OJA employees are prohibited from using, possessing, manufacturing, transferring, selling, or attempting to transfer or sell illegal drugs.

(b) **Alcohol.** OJA employees are prohibited from using or being impaired by alcohol in any OJA workplace or in the course of any work-related duty.

(c) **Prescription drugs.** Use of a drug shall not constitute a violation of this policy if the drug has been prescribed by a licensed physician, osteopath, or dentist and is taken as prescribed for that employee or applicant.

(d) **Violations.** Any employee who violates this policy will be subject to discipline, up to and including discharge.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03]

377:3-11-4. Standards

(a) An employee is considered to be in violation of this policy if that employee is convicted or has had sentencing deferred for any violation of the Uniform Controlled Dangerous Substances Act in Title 63 O.S. § 2-2-101 et seq, or any similar law in another jurisdiction. Any employee who is convicted or has had sentencing deferred for trafficking, manufacturing, distributing, or possessing with intent to manufacture or distribute a controlled, dangerous substance shall be terminated.

(b) Any employee who is convicted, or has had sentencing deferred, for driving under the influence of alcohol or drugs or driving while impaired will be considered in violation of this policy.

(c) Each employee is required to provide written notification within five days after he or she is convicted or has had sentencing deferred for any crime involving illegal drugs or alcohol. Failure to provide written notification may be considered a violation of this policy.

(d) OJA shall notify each of its federal granting agencies within ten days after receiving notice from an employee or otherwise receiving actual notice of a conviction of any drug statute for a violation occurring in the workplace.

(e) Each employee must promptly report to his or her immediate supervisor of any medication which will impair the employee's ability to work safely. Failure to report may be considered a violation of this policy.

(f) Employees will not be discharged for voluntarily seeking assistance for a drug or alcohol abuse problem prior to (1) notification or selection for any incident leading independently to a determination of reasonable suspicion of a violation of this policy. However, continued problems with performance, attendance, or behavior may result in discharge.

(g) Each employee is required to read and sign a certificate of acknowledgment regarding this policy. Such signed certificate will be filed in the employee's personnel file.
[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98]

377:3-11-5. Substance screening

Drug and alcohol testing may be required for employees and job applicants under the following circumstances:

(1) Job applicant or transferred or reassigned employee testing. Every job applicant or transferred or reassigned employee who is conditionally offered employment in the following job families shall be tested:

- (A) Juvenile Justice Specialist;
- (B) Youth Guidance Specialist;
- (C) Police Officer;
- (D) Recreational Therapist;
- (E) Institutional Safety & Security Coordinator;
- (F) Registered Nurse;
- (G) Licensed Practical Nurse;
- (H) Nursing Manager;
- (I) Food Service Personnel; and
- (J) Psychological Clinician.

(2) For-cause testing. Any employee, at the request of the Executive Director or, if he is unavailable, the Chief of Staff, may be requested or required to undergo drug or alcohol testing at any time it is reasonably believed that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- (A) Observable phenomena such as:
- (i) The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty; or
 - (ii) The direct observation of drug or alcohol use while at work or on duty;
- (B) A report of drug or alcohol use while at work or on duty;
- (C) Information that an employee has tampered with drug or alcohol testing at any time;
- (D) Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on duty or while on any OJA premises or premises with which OJA has contracted services, or operating any OJA vehicle, machinery, or equipment;
- (E) Drugs or alcohol on or about the employee's person or in the employee's vicinity;
- (F) Negative performance patterns; or
- (G) Excessive or unexplained absenteeism or tardiness.

(3) Post-accident testing. Any employee may be tested when the employee or another person has sustained an injury while at work or that property has been damaged while at work, including damage to equipment. No employee who tests positive for the presence of substances, as set forth in and in violation of 63 O.S., § 465.20, alcohol, illegal drugs or illegally used chemicals, or who refuses to take a drug or alcohol test required by OJA, shall be eligible for Workers' Compensation Benefits.

(4) Post-rehabilitation. Any employee who has had a positive test or has participated in a drug or alcohol dependency treatment program may be tested for a period of up to two (2) years, commencing with the employee's return to work.

(5) Random Testing. The Executive Director may order random drug testing for OJA permanent, temporary or probationary employees who hold a position within the applicable job families as listed in paragraph one of this rule. The affected employees shall be notified of the effective date and process for testing.

(6) Return from leave, fitness-of-duty, and other periodic testing.

(A) The Executive Director may request or require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence.

(B) The Executive Director may schedule periodic drug or alcohol testing for employees occupying a position in

377:3-11-5(1).
[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 24 Ok Reg 1392, eff 7-1-07; Amended at 25 Ok Reg 1364, eff 7-1-08; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

377:3-11-6. Substances to be tested

Testing for substances or their metabolites shall include, but not be limited to, the following:

- (1) alcohol;
- (2) marijuana;
- (3) opiates/synthetic narcotics such as:
 - (A) codeine (a.k.a. Tylenol #3 and #4, etc., cough syrups, Robitussin AC);
 - (B) hydrocodone (a.k.a. Vicodin or Lortab);
 - (C) hydromorphone (a.k.a. Dilaudid);
 - (D) meperidine (a.k.a. Demerol);
 - (E) methadone (a.k.a. Dolophine);
 - (F) oxycodone (a.k.a. Percodan or Percocet);
 - (G) propoxyphene (a.k.a. Darvon);
 - (H) heroin;
 - (I) morphine;
- (4) cocaine;
- (5) phenacyclidine;
- (6) amphetamines:
 - (A) amphetamines (a.k.a. Dexadrine, Benzedrine);
 - (B) methamphetamines (a.k.a. Desoxya);
 - (C) methylenedioxyamphetamines;
 - (D) methylenedioxymethamphetamines;
 - (E) phentermine (a.k.a. Adipex, Fastin, Ioamin);
- (7) barbiturates:
 - (A) amobarbital (a.k.a. Amytal);
 - (B) butalbital (a.k.a. Fiorinal, Fioricet);
 - (C) pentobarbital (a.k.a. Nembutal);
 - (D) secobarbital (a.k.a. Seconal; NOTE: Amobarbital and secobarbital combination to form Tuinal.
- (8) benzodiazepines:
 - (A) diazepam (a.k.a. Valium);
 - (B) chlordiazepam (a.k.a. Librium);
 - (C) alprazolam (a.k.a. Xanax);
 - (D) clorazepate (a.k.a. Tranxene); and
- (9) methaqualone (a.k.a. Quaalude, Perest, Sopor).
- (10) Any other substance approved for testing by the Commissioner of Health of the Oklahoma State Department of Health (OSDH).

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

377:3-11-7. Testing methods

(a) Tests will be conducted by an outside testing facility according to Drug and Alcohol Testing Rules of Oklahoma State Department of Health (OSDH).

(b) Drug testing. Drug testing shall be performed on urine samples or by other methods approved by OSDH.

(c) Alcohol testing. Initial testing shall be performed on blood, breath, or saliva or by other methods approved by OSDH. Confirmation testing shall be performed on breath or blood or by other methods approved by OSDH. Rehabilitation/post-rehabilitation alcohol tests may be performed on urine or by other methods approved by OSDH.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97]

377:3-11-8. Collection procedures

Collection of samples for drug and alcohol testing shall be in accordance with the Drug and Alcohol Testing Rules of the OSDH. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

377:3-11-9. Consequences of refusal

(a) Employees. Any employee who refuses testing under this policy shall be subject to discipline up to and including discharge from employment. Inability to give an adequate urine sample shall be deemed a refusal, but the employee may overcome this conclusion by providing conclusive medical evidence of a pre-existing condition, which prevents the production of an adequate sample. Adulteration of a specimen of a drug or alcohol test shall be considered as a refusal to test.

(b) Job applicants. Any job applicant who has received a conditional offer of employment from OJA and who refused to undergo drug and alcohol testing will not be hired by OJA. Unreasonable delay in submitting to testing shall be deemed a refusal.

[Source: Added at 13 OkReg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 OkReg 1860, eff 6-2-97; Amended at 15 OkReg 2659, eff 7-1-98; Amended at 20 OkReg 1293, eff 7-1-03; Amended at 25 OkReg 1364, eff 7-1-08; Amended at 29 OkReg 319, eff 1-11-12 (emergency); Amended at 29 OkReg 648, eff 6-1-12]

377:3-11-10. Consequences of positive test results

[see new Emergency Rule Approved by Governor on May 14, 2014]

(a) Any employee who has a positive test result will be subject to discipline up to and including discharge from employment. Such an employee will also be referred to the Administrator of Employee Assistance Program. After evaluation, the employee may be required to complete drug and alcohol education and/or treatment. Unsuccessful completion or refusal to participate will result in termination of employment.

(b) Any job applicant who has received a conditional offer of employment and who has a positive test result will not be hired by OJA.

(c) An employee discharged on the basis of a refusal to undergo drug or alcohol testing or a positive drug or alcohol test shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits as provided for in Section 2-406 and 406.1 of Title 40.

[Source: Added at 13 OkReg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 OkReg 1860, eff 6-2-97; Amended at 15 OkReg 2659, eff 7-1-98; Amended at 20 OkReg 1293, eff 7-1-03; Amended at 29 OkReg 319, eff 1-11-12 (emergency); Amended at 29 OkReg 648, eff 6-1-12; Amended at 30 OkReg 137, eff 11-8-12 (emergency); Amended at 30 OkReg 700, eff 6-1-13]

377:3-11-11. Job applicant and employee opportunities

(a) Explanation of test results.

(1) Any job applicant who has received a conditional offer of employment or a transferred or reassigned employee who has a positive test result shall have an opportunity to confidentially explain the result orally and in writing to the Director of Safety and Risk Management.

(2) Any employee who has a positive test result shall have an opportunity to confidentially explain the result orally and in writing to the Director of Safety and Risk Management.

(3) An employee may challenge a positive test result within 24 hours of notice of a positive test result. The cost of such confirmation test shall be the responsibility of the employee unless the confirmation test reverses the findings of the challenged positive test.

(b) Information. Records of all drug and alcohol test results and related information shall be the property of OJA and, upon the request of the job applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. OJA will not release such records to any person other than the job applicant, employee, or the employee's review officer, except for any of the following purposes:

(1) As admissible evidence by an employer or the individual tested in a case or proceeding before a court of record or administrative agency if either the employer or the individual tested are named parties in the case or proceeding;

(2) In order to comply with a valid judicial or administrative order; or

(3) To an employer's employees, agents and representatives who need access to such records in the administration of the Standards For Workplace Drug and Alcohol Testing Act.

(4) If OJA contracts with another employer, OJA may share drug or alcohol testing results of any tested person who works pursuant to such contractual agreement.

(c) Appeal. Any employee disciplined pursuant to this policy shall have grievance and appeal rights as provided by the OJA Rules and by the Oklahoma Merit Protection Commission in accordance with the Oklahoma Personnel Act, Title 74, Section 840.1 et seq.

[Source: Added at 13 OkReg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 OkReg 1860, eff 6-2-97; Amended at 15 OkReg 2659, eff 7-1-98; Amended at 20 OkReg 1293, eff 7-1-03; Amended at 29 OkReg 319, eff 1-11-12 (emergency); Amended at 29 OkReg 648, eff 6-1-12; Amended at 30 OkReg 137, eff 11-8-12 (emergency); Amended at 30 OkReg 700, eff 6-1-13]

377:3-11-12. Severability

If any portion of this policy is declared or adjudged unconstitutional, such declaration or adjudication shall not affect the remaining portions of the policy.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

OJA Emergency Administrative Rules on Workplace Drug Testing – Illegal drug in OK

Chapter 3. Administrative Services

Subchapter 11. Risk Management

Part 1. Drug Policy

377:3-11-10 Consequences of positive test results

377:3-11-10. Consequences of positive test results

- (a) Any employee who has a positive test result will be subject to discipline up to and including discharge from employment. Such an employee will also be referred to the Administrator of Employee Assistance Program. After evaluation, the employee may be required to complete drug and alcohol education and/or treatment. Unsuccessful completion or refusal to participate will result in termination of employment.
- (b) Any job applicant who has received a conditional offer of employment and who has a positive test result will not be hired by OJA.
- (c) An employee discharged on the basis of a refusal to undergo drug or alcohol testing or a positive drug or alcohol test shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits as provided for in Section 2-406 and 406.1 of Title 40.
- (d) Any job applicant who has received a conditional offer of employment and any employee subject to OJA's drug testing policy shall be subject to the consequences set forth in this Rule even if the drugs found in the applicant's or employee's system were purchased and consumed in any state in which the controlled substance is legalized, as long as the drug in question remains illegal in Oklahoma.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

**PART 3. REQUIREMENTS FOR SECURE
JUVENILE DETENTION CENTERS**

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**PART 3. REQUIREMENTS FOR SECURE
JUVENILE DETENTION CENTERS**

377:3-13-35. Legal basis

Statutory authorization for the Office of Juvenile Affairs to certify secure juvenile detention facilities is found in 10A O.S., § 2-3-103(C). All juvenile detention facilities, including those not incorporated in the State Plan as provided in 10A O.S., § 2-7-608(C), must be certified by the Office of Juvenile Affairs.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 28 Ok Reg 1979, eff 7-15-11

377:3-13-36. Requirements

A certificate to operate a secure juvenile detention facility that provides full-time group care for juveniles is granted on the basis that the facility meets the Requirements for Secure Juvenile Detention Facilities as set forth in OAC 377:3-13-6 and 377:3-13-37 through 377:3-13-49.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 22 Ok Reg 2064, eff 7-1-05

377:3-13-37. Organization, administration and finances

(a) **Organization.** A statement of the purposes or function of the secure juvenile detention facility is clearly defined and filed with the Office of Juvenile Affairs. The

statement includes the services available for the juveniles who are admitted. A secure detention facility may be organized in any manner provided in 10A O.S., § 2-3-103(C)(3).

(b) Administration and responsibility of the governing body. The governing body of a secure juvenile detention facility shall:

- (1) have responsibility for the program and services of the facility;
- (2) review and approve all policies and policy changes;
- (3) maintain a record of policy approvals in meeting minutes and in an organized form developed by the facility;
- (4) obtain all required licenses for operation and continued compliance with Requirements for Secure Juvenile Detention Facilities;
- (5) meet twice a year to assure proper operation of the facility;
- (6) document meetings of the governing body and keep the documentation on file; and
- (7) have responsibility for the physical facility and its use by the juveniles and staff.

(c) Finances. The agency shall maintain complete financial records of income and disbursements.

(1) All financial records pertaining to the agency are audited annually by a certified public accountant or public accountant who has a valid current permit to practice in the State of Oklahoma and who is not a staff member of the agency or in accordance with the governmental funding source.

(2) A copy of the auditor's statement substantiating the solvency of the agency and a statement concerning receipts and disbursements is submitted to the Office of Juvenile Affairs annually.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at Ok Reg 1979, eff 7-15-11

377:3-13-38. Policy and procedure manual
(a) Policy and procedures. The facility shall have a policy and procedure manual which specifically describes its purpose, program, and the services offered. The manual is to be reviewed at least annually and updated if necessary. The manual is available to all staff and all authorized regulatory authorities. It includes, but is not be limited to:

- (1) screening criteria;
- (2) admission procedures;
- (3) visiting arrangements;
- (4) disciplinary procedures;
- (5) security and control;
- (6) discharge procedures;
- (7) personnel practices;
- (8) juvenile rights;
- (9) resident grievance procedures;
- (10) abuse reporting procedures which comply with OJA rules 377:3-1-25 and 377:3-1-26;
- (11) clothing provisions;
- (12) personal hygiene provisions;
- (13) medical and health care programs;
- (14) educational programs;
- (15) recreational programs;
- (16) food and nutrition requirements;
- (17) general emergency procedures;
- (18) fire safety;
- (19) transportation procedures; and
- (20) suicide prevention guidelines.

(b) Procedure availability. Procedures that compromise safety and security are not available to the public and clients.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01

377:3-13-39. Admission procedure and criteria

(a) Juveniles shall be admitted to the secure detention facility only as provided by 10A O.S., § 2-3-101 et. seq.

(b) The facility's written policy and procedure for admitting juveniles includes, but is not

limited to, provisions which require the facility to:

- (1) verify legal authority to detain;
- (2) search the individual and the juvenile's possessions;
- (3) inventory the juvenile's clothing and personal possessions;
- (4) distribute personal hygiene items;
- (5) make provisions for shower and hair care;
- (6) issue clean, laundered clothing;
- (7) ensure that the juvenile's family, custodian or guardian is notified;
- (8) assist the juvenile in notifying his or her family, guardian, or custodian of the juvenile's admission;
- (9) supervise the juvenile while the juvenile makes two admission phone calls, if desired;
- (10) conduct an admission interview of the juvenile to answer questions and obtain information;
- (11) complete a medical history questionnaire;
- (12) provide an orientation which includes:
 - (A) juvenile rights;
 - (B) program description;
 - (C) program rules;
 - (D) grievance process; and
 - (E) discipline policy;
- (13) record basic personal data;
- (14) review procedures for mail and visiting; and
- (15) assign the juvenile to a sleeping unit.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 28 Ok Reg 1979, eff 7-15-11

377:3-13-40. Records

(a) Facility staff shall complete a confidential record for each juvenile admitted to the facility and include, at the minimum, the following:

- (1) court case number, if any;
- (2) date and time of admission and release;
- (3) name and nicknames;
- (4) last known address;

- (5) custodian;
- (6) name of attorney, if any;
- (7) name, title, and signature of delivering officer;
- (8) specific charge(s);
- (9) sex;
- (10) date of birth;
- (11) place of birth;
- (12) race or nationality;
- (13) education and school attended;
- (14) religious preference;
- (15) medical history questionnaire;
- (16) medical consent forms, court orders authorizing medical treatment, or documentation of request for medical consent;
- (17) name, relationship, address, and phone number of parent, guardian, or person with whom the juvenile resides at the time of admission;
- (18) driver's license number, social security number and medical assistance number, if any;
- (19) statement signed by the juvenile that he/she has been advised of juvenile rights, program rules, grievance process, and discipline policy;
- (20) date of petition, if available;
- (21) additional notations including identifying marks, any open wounds or sores requiring treatment, evidence of disease or body vermin, or tattoos;
- (22) inventory of personal property;
- (23) emergency contact person; and
- (24) signature of person recording data.

(b) Facility staff shall maintain a confidential record on each juvenile and ensure that the record is safeguarded from unauthorized and improper disclosure. The case record includes, at a minimum, the information in (1)-(14) of this subsection, when and where applicable:

- (1) documented legal authority to accept juvenile;
- (2) referral source;

- (3) record of court appearances;
- (4) signed release of information forms when records are requested or distributed;
- (5) notations of temporary absences from the facility;
- (6) visitors' names and dates of visits;
- (7) a record of telephone calls;
- (8) a report of any accidents or injury occurring to a resident while detained;
- (9) probation officer or caseworker assignment;
- (10) progress reports on program involvement;
- (11) court dates and disposition, if any;
- (12) grievance and disciplinary record, if any;
- (13) referrals to other agencies; and
- (14) final discharge or transfer report.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01

377:3-13-41. Release policy and procedure
Written policy and procedure for releasing residents include, but are not limited to, provisions for facility staff to:

- (1) verify the juvenile's identity;
- (2) obtain documentation of authority for release, i.e., by court order or operation of law;
- (3) verify the identity of the person to whom the juvenile is being released;
- (4) complete release arrangements, including the person or agency to whom the juvenile is to be released;
- (5) obtain the signature of the person to whom the juvenile is released;
- (6) return personal effects to the juvenile;
- (7) complete any pending action, such as grievances or claims for damages or lost possessions; and
- (8) obtain instructions on forwarding mail.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97

377:3-13-42. Juvenile rights

Written policy and procedure provides that facility staff shall ensure the rights of a

detained juvenile are preserved. Staff shall not diminish or deny a detained juvenile his or her rights for disciplinary reasons. The rights of a juvenile in detention are subject only to the limitations necessary to maintain order and security in the facility. Each juvenile has the rights listed in (1)-(14) of this Subsection.

(1) A juvenile shall have freedom from discrimination because of race, national origin, color, creed, sex or physical handicap.

(2) Male and female juveniles shall have equal access to all programs and services offered in a detention facility housing both sexes.

(3) The facility shall have a written grievance procedure, in accordance with OJA policy and approved by the Advocate General. Facility staff shall explain and make the grievance procedure available to the juvenile.

(4) A juvenile shall have on-site nondenominational religious services and religious counseling. A juvenile shall have the right to voluntarily participate in on-site religious services and religious counseling.

(5) A juvenile shall have access to on-site recreational opportunities, including daily outdoor exercise, weather permitting. The facility shall provide adequate and appropriate recreational equipment.

(6) A juvenile shall have access to the courts and confidential contact with attorneys and their authorized representatives. Contact includes, but is not limited to:

- (A) telephone conversations;
- (B) uncensored correspondence; and
- (C) visits.

(7) Facility staff shall not discipline a juvenile by using:

- (A) corporal or unusual punishment;
- (B) humiliation;
- (C) mental abuse; or

(D) punitive interference with the daily functions of living such as eating or sleeping.

(8) A juvenile shall be allowed to receive visitors according to the facility's written policy and procedures.

(9) A juvenile shall have reasonable access to the general public.

(10) A juvenile's access to the media is subject to the limitations necessary to protect the juvenile's rights and ensure the security of the facility. Media requests for interviews and juvenile consents must be in writing.

(11) A juvenile shall be allowed to determine the length and style of his or her hair, except in individual cases where restrictions are necessary for reasons of health and safety.

(12) A juvenile shall keep facial hair, if desired, except in individual cases where such restrictions are necessary for reasons of health and safety.

(13) A juvenile shall have supervision and control exercised by staff or training volunteers while at the facility.

(14) A juvenile shall receive educational instruction to which the juvenile is entitled under provisions of state education laws and regulations.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 23 Ok Reg 2761, eff 7-1-06; Amended at 27 Ok Reg 2178, eff 7-15-10

377:3-13-43. Staff requirements

(a) General provisions. The requirements for facility staff are set forth in this Section.

(1) Personnel policy. Every facility shall have written personnel policy which includes the maintenance of personnel records. The facility director shall make available to employees personnel policy and written job descriptions. The policy and job descriptions specify the person to whom the employee is responsible and the duties the employee is expected to perform.

(2) Juveniles' tasks. A juvenile in detention shall not be used as an employee. A juvenile in detention is permitted to perform tasks, if the tasks teach the juvenile responsibility and the juvenile is supervised. A juvenile shall not be allowed to perform tasks (chores) in area (restricted to the facility) in which adequate security exists. The facility administrator shall approve all work assignments.

(3) Supervision. Sufficient staff shall be available to provide continuous day and night supervision of the residents and protection of the facility as well as to allow staff relief from duty.

(4) Auxiliary staff. There shall be sufficient auxiliary staff to maintain adequate support services. Auxiliary staff are all staff that are not direct-care staff.

(5) Health requirements. Staff health requirements are given in (A)-(C) of this paragraph.

(A) Each person employed shall have a physical examination by a licensed physician, within the first 90 days of employment. The physician shall verify in a written statement that the individual is physically able to perform his or her job-related functions.

(B) Upon employment each employee who has not had a documented skin test within the past 12 months shall have a Mantoux tuberculin skin test unless he/she has had a previous positive skin test.

(C) An employee with a positive skin test reaction must have or provide documentation of a chest x-ray.

(i) Additional tests or x-rays are not required unless symptoms develop that are suggestive of tuberculosis.

(ii) Employees with a positive skin test reaction must submit annual

documentation by medical personnel that signs or symptoms of tuberculosis are not present.

(6) **Criminal history investigation.** The facility shall comply with statutory requirements mandating a criminal history investigation for each applicant for employment [10 O.S. Section 404.1]. The facility shall not employ or retain any person for whom there is documented evidence that the employee would endanger the health, safety, and/or well being of juveniles.

(A) A facility shall not employ or retain an individual who has been:

(i) convicted of or entered a plea of guilty or nolo contendere to any felony involving:

(I) violence against a person;
(II) child abuse or neglect;
(III) possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs;

(IV) sexual mis-conduct; or
(V) gross irresponsibility or disregard for the safety of others;

(VII) any crime against a child; or
(ii) in the case of child abuse and neglect, identified as a perpetrator in a juvenile court proceeding and/or has made an admission of guilt to a person authorized by state or federal laws or regulations to investigate child abuse and neglect.

(B) As to a simple drug possession offender, the facility may, at its own discretion, make exceptions to the prohibition of employment if five years have passed from completion of the applicant's criminal sentence and the facility can document that the health, safety, and well-being of juveniles would not be endangered.

(i) The facility shall consider, document, and submit to the Office of Public Integrity within 10 days of the employees first day of work the:

(I) type of crime or offense for which the individual was convicted or a finding was made; and

(II) reference letters concerning the individual in question.

(ii) The Office of Public Integrity shall make a recommendation to the Executive Director as to whether the applicant shall be approved or disapproved.

(C) If there is an allegation that a staff member has committed an act as described in OAC 377:3-13-43 (a) (6) (A), the facility shall determine and document whether the staff member shall be removed from contact with juveniles until the allegation is resolved.

(D) If any person is formally charged with any of the offenses described in OAC 377:3-13-43(a)(6)(A), he or she must be removed from contact with juveniles until he charges are resolved.

(E) No employee of the facility shall use or be under the influence of alcohol or illegal drugs during hours of work.

(7) **Personnel records.** The facility shall keep on file a written personnel record available for review for every staff person employed by the facility.

(A) The personnel record includes, but is not limited to:

(i) an application, resume or staff information sheet that documents qualifications for the position, valid drivers license or other state ID, birth certificate, applicable educational diploma;

(ii) health records as required by the facility;

(iii) three written references and/or documentation of telephone interviews;

(iv) any reports and notes relating to the individual's employment with the facility and an annual job performance evaluations;

(v) dates of employment; and

(vi) date and reason for leaving employment.

(B) When employment is involuntarily terminated, a statement regarding the reason for termination is to be included in the personnel file.

(C) Personnel records are maintained for at least three years following a staff member's separation.

(D) All employees' records are kept confidential subject to existing state and federal statutes.

(E) Staff members shall have access to their personnel files for reviewing purposes if a request is made to the facility administrator.

(8) Staff training. All staff shall be trained on facility policy and procedure and a training record be established for each staff member. A record of all annual training shall be maintained. At the end of the year, it shall become part of the personnel record.

(A) Each direct-care staff member shall be provided orientation before being allowed to work independently.

(B) Auxiliary staff shall receive orientation to the facility's policy and procedure and to their assigned duties.

(C) During orientation the trainer shall acquaint staff with the philosophy, organization, program practice, and goals of the secure juvenile detention facility.

(D) "Requirements for Secure Juvenile Detention Facilities" is reviewed as a part of the orientation process and is available to staff at all times.

(E) Within 90 days of employment, by a detention facility, all direct-care staff shall

have successfully completed a specific course of instruction in first aid as established by the Red Cross, American Safety and Health Institute (ASHI), American Heart Association (AHA), and presented by a certified instructor, or by a certified instructor in an equivalent professionally recognized first aid training program. There shall be a certificate or card issued to the employee and this card must be signed by the certified instructor attesting to the employee's successful completion of the professionally recognized first aid training program. The Red Cross, American Safety and Health Institute (ASHI), American Heart Association (AHA), or its equivalent, first aid course of instruction, presented by a certified instructor shall be updated within the employee's third year of employment and each succeeding three-year increment. The first aid training may count towards the employee's required annual training hours.

(F) Within 90 days of employment by a detention facility, all direct-care staff shall be certified in have successfully completed a specific course of instruction in cardiopulmonary resuscitation (CPR) as established by the Red Cross, American Safety and Health Institute (ASHI), American Heart Association (AHA), or its equivalent. This training must be presented by a certified instructor, or by a certified instructor in an equivalent professionally recognized CPR training program. There shall be a certificate or card issued to the employee and this card must be signed by the certified instructor attesting to the employee's successful completion of the professionally recognized CPR training program. The Red Cross, American Safety and Health Institute (ASHI), American Heart Association (AHA), or its equivalent CPR course of instruction shall be presented by

a certified instructor, and shall be updated on an annual basis. The CPR training may count towards the employee's required annual training hours.

(G) Full-time direct-care staff and administrators shall obtain at least 24 clock hours of training per employment year. Hours are prorated at two hours per month for staff who have not been employed for a full year.

(H) Part-time direct-care staff shall have training hours prorated based on the average number of hours of work per month.

(I) On-call staff shall have a minimum of 6 hours of training per year.

(J) Support staff shall obtain a minimum of 12 hours of training per employment year.

(K) The content of staff development courses for direct-care staff is relative to their roles and responsibilities. Content may include:

- (i) crisis intervention;
- (ii) child development;
- (iii) behavior management;
- (iv) discipline;
- (v) stress management;
- (vi) therapeutic relationship and intervention;
- (vii) child abuse detection, reporting and prevention;
- (viii) suicide prevention;
- (ix) human sexuality;
- (x) client grievance procedures;
- (xi) communicable diseases, including sexually transmitted diseases; and
- (xii) any other training deemed necessary to meet individual or group training needs.

(L) Attendance at professional conferences, workshops, seminars, formal education classes, or in-service training is counted toward the training requirements provided the training is documented and meets the content requirements.

(b) Facility Administrator. The duties and qualifications of the facility administrator are described in (1) - (2) of this subsection.

(1) Responsibilities. The facility administrator is responsible for implementing the policies adopted by the governing body, the ongoing operation of the facility, and compliance with the Requirements for Secure Juvenile Detention Facilities.

(A) In the facility administrator's absence a person shall be designated to act as administrator and shall be available to detention staff in person or by telephone.

(B) A designated person of responsibility shall be at the secure juvenile detention facility at all times. The designated person is directly responsible to the administrator who is to be notified of any irregularities in the general affairs of detention and follow through with directives given.

(C) The duties of the facility administrator include, but are not limited to:

- (i) preparing and presenting the budget for the appropriate authority to review and approve;
- (ii) administering the budget and maintaining accurate financial records;
- (iii) employing and discharging staff according to the established personnel rules;
- (iv) supervising the program overall;
- (v) holding staff meetings on a monthly basis to discuss plans and interpret policies to the staff;
- (vi) organizing a program for the continued training and development of staff;
- (vii) establishing and maintaining working relationships with other social services agencies within the community; and

(viii) interpreting the program to professional and lay groups.

(2) Qualifications.

(A) The education, experience, and qualifications of the administrator of a large facility (20 beds or more) are specified in writing by the governing body of the facility and includes, at a minimum:

(i) bachelor's degree from an accredited college/university in an appropriate discipline;

(ii) two (2) years of experience working with juveniles; and

(iii) five (5) years in staff supervision and administration.

(B) The education, experience, and qualifications of the administrator of a small facility (less than 20 beds) are specified in writing by the governing body of the facility and includes, at a minimum;

(i) associate's degree from an accredited junior college/college/university in an appropriate discipline (i.e. social work, sociology, psychology, criminal justice, etc.); OR

(ii) 60 hours of credits from an accredited junior college/college/university of which 15 hours must be in the appropriate discipline as indicated in (i); and

(iii) two (2) years in staff supervision; and

(ii) one (1) year of experience working with juveniles.

(C) A facility administrator hired prior to January 1, 2000 shall be exempt from the rules set forth in (A) of this paragraph.

(3) Location. All facilities administrators must maintain their primary office at the detention facility.

(c) Direct care staff. The qualifications and hiring requirements for direct care staff are described in (1) - (2) of this subsection.

(1) Qualifications. All direct-care staff shall be at least 21 years of age and possess a high school diploma or its equivalent.

(2) Hiring requirements. A direct-care staff person can be hired when the person:

(A) has his or her character and fitness attested to by three satisfactory written references and a criminal history background check conducted;

(B) is qualified and capable of satisfactorily performing assigned job responsibilities; and

(C) does not pose a known risk to juveniles.

(d) Support staff. Support staff shall be able to read and write; demonstrate knowledge and skills necessary to the job assignments; and meet the requirements for direct-care staff if responsible for direct care of juveniles for any part of the day.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 15 Ok Reg 2661, eff 7-1-98; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 19 Ok Reg 2949, eff 7-3-01 through 7-14-02 (emergency); Amended at 22 Ok Reg 2064 eff 7-1-05; Amended at 23 Ok Reg 2761, eff 7-1-06; Amended at 26 Ok Reg 2244, eff 7-1-09; Amended at 27 Ok Reg 2178, eff 7-15-10

377:3-13-44. Security and control

(a) The facility shall have policy and procedure for security and control.

(b) A list of in-house rules, outlining acts prohibited in the facility and the range of disciplinary procedures, is given to all juveniles. The list is posted in a conspicuous and accessible area.

(1) Staff members shall explain in-house rules to each juvenile admitted to the facility.

(2) When a literacy or language problem prevents a juvenile from understanding the list of rules, a staff member or translator shall assist the juvenile in understanding the rules.

(c) Required security control procedures are described in (1) - (15) of this subsection.

(1) **Resident count.** The facility shall have a system to physically count detained juveniles.

(A) The facility director shall designate one staff member per shift to conduct at least one uninterrupted population count during the shift.

(B) The staff member conducting the count shall be a trained employee in each living unit who shall see the juveniles being counted.

(C) Juveniles shall not be permitted to move about the facility during the count.

(D) Documentation of resident counts is available at the facility at all times.

(2) **Mail security.** Written policy and procedure provide that a juvenile may send or receive mail without limitation, censorship, or prior reading by staff. Staff may open a juvenile's mail in the presence of the juvenile to inspect for contraband. However, staff shall not read the opened mail.

(3) **Searches and control of contraband.** The facility shall have written policy and procedure governing searches and control of contraband.

(A) Policy and procedure include, but are not limited to:

(i) control of contraband;

(ii) searches for contraband;

(iii) body searches;

(iv) property searches;

(v) searches of the facility; and

(vi) visitor searches;

(B) Residents and visitors shall be notified that they are subject to search.

(C) No resident shall be searched beyond what is necessary to maintain proper security.

(D) Searches are conducted by a staff member of the same sex as the resident or visitor.

(E) A body cavity search may be conducted only when there is a strong reason to believe that the juvenile is concealing contraband in a body cavity.

(i) The facility administrator must have authorization to medical personnel for any body cavity search.

(ii) Medical personnel are the only persons authorized to perform body cavity searches.

(iii) The body cavity search must be conducted in a private area of the facility, without windows, which ensures the privacy and dignity of the juvenile.

(iv) A supervisory witness of the same sex as the juvenile shall be present during the body cavity search.

(v) The detention facility shall contact the OJA Advocate General within 24 hours of conducting a body cavity search.

(4) **Staff ratios and staffing patterns.** There is a minimum ratio of 1:7 direct-care staff to residents during waking hours and 1:16 during resident's sleeping hours.

(A) When a female is placed in detention, there must be a female staff member on duty and when a male is placed in detention, there must be a male staff member on duty;

(B) A minimum of two direct-care staff are on duty at all times in the facility.

(C) Juveniles in detention shall be supervised at all times. The facility shall have enough staff available for staff to remain close to and in visual contact with the juveniles.

(5) **Surveillance plan.** The facility shall have a plan for surveillance of all areas of the perimeter of the facility. Outside lighting must be sufficient to provide

visibility under all conditions with no blind spots.

(6) **Door security.** All doors that are security perimeter entrances, exterior doors, and doors which the facility administrator determines should be locked are kept locked. These doors are unlocked only for admission or exit of juveniles, employees, or visitors or in case of an emergency.

(A) Doors to vacant units, unoccupied areas, and storage rooms are kept locked when not in use.

(B) Staff members shall know what doors must be locked and under what circumstances they are opened.

(C) Once a door is locked, it is checked to see that it is secured.

(7) **Key control.** The facility's key control system provides for the following:

(A) a log to record the number of keys given out, the location of the lock, the number of keys to that lock, and the names of employees possessing keys;

(B) a central administrative area from where the keys can be issued;

(C) a manner of storage that permits easy determination of either the presence or absence of keys;

(D) labeling of all keys and maintenance of at least one duplicate key for each lock; and

(E) readily available fire and emergency keys.

(8) **Physical force.** Rules relating to the use of physical force are set forth in this paragraph.

(A) Written policy and procedure limit the use of physical force:

(i) for self protection;

(ii) to separate juveniles from fighting;

(iii) to restrain juveniles in danger of inflicting harm to themselves or others; and

(iv) to restrain juveniles who have escaped or who are in the process of escaping;

(B) The least amount of force is used.

(C) Physical force may not be used as punishment or retaliation.

(D) Facility personnel shall not encourage or knowingly permit any person to use physical force which is contrary to policy.

(E) Staff members shall not provoke physical confrontation by taunting, harassing, or cursing a resident or otherwise manipulating a resident into activities which would justify physical force.

(F) A written report is prepared following all uses of force and submitted to the facility administrator by the end of the shift.

(G) Staff members shall receive written guidelines on the use of physical force and shall be informed that loss of employment may result if unauthorized use of physical force is proven.

(H) Medical attention shall be provided immediately upon the juvenile's release from restraint as a result of physical force even if there is not visible evidence or complaint of injury. Staff certified in first aid and CPR may provide medical attention and are responsible for referring the juvenile to licensed medical personnel, if warranted.

(9) **Use of mechanical restraints.** Any instrument of restraint must be approved by the facility administrator or designee.

(A) Restraints are used only:

(i) for self protection;

(ii) to separate juveniles from fighting;

- (iii) to restrain juveniles in danger of inflicting harm to themselves or others;
 - (iv) to restrain juveniles who have escaped or who are in the process of escaping; and
 - (v) prevent destruction of property if reasonably related to (i) through (iv).
- (B) Restraints are used only with the approval of the facility administrator or designee.
- (C) Restraints may not be used as a form of punishment.
- (D) Restraints are used only as long as necessary and are removed as soon as the juvenile regains control of his/her behavior.
- (E) When restraints are placed on a juvenile, such placement must be made by a trained and authorized staff member in a humane manner that does not restrict the juvenile's blood circulation.
- (F) Juveniles shall not be restrained to an immovable object.
- (G) A juvenile's hands and feet may be restrained, however restraining of the juvenile's hands to his or her feet is prohibited.
- (H) The use of hog-tying is prohibited.
- (I) A juvenile placed in restraints shall not be left unattended.
- (J) A full written report is submitted by the end of the shift to the administrator following every use of an instrument of restraint.
- (10) Chemical agents. Facility staff shall not use chemical agents for security. Staff may not use tear gas, mace, pepper spray, and related chemical agents to control juveniles.
- (11) Weapons. Weapons are not permitted except when authorized by state law.

(12) Procedures for separation from general population and/or general activities for disciplinary reasons. The following procedures shall be utilized as an intermediary level of intervention, which requires the continual line of sight and sound observation of the juvenile. If a juvenile is separated from the general population, the reasons for the separation and length of time shall be documented in the written daily observation of the juvenile. The separation should not be in excess of 60 minutes. Additional intervals shall be approved by a supervisor/administrator who was not involved in the original incident. Facilities which do not have another supervisor/administrator on site shall receive re-authorization from the on-call administrator. The reasons for the continued separation must be documented. The juvenile shall be released when staff determines that he or she can safely be returned to the group.

(13) Room restriction. Room restriction is one means of informally resolving minor juvenile misbehavior. It serves a "cooling off" purpose and has a short time period (up to 60 minutes) that is specified at the time of the assignment.

(14) Room confinement. Room confinement means locking a juvenile in his/her room when the juvenile has been charged with a major rule violation requiring confinement for his/her safety or the safety of others or to ensure the security of the facility.

(A) Room confinement is used with detained juveniles:

- (i) for self protection;
- (ii) to separate juveniles from fighting;
- (iii) to restrain juveniles in danger of inflicting harm to themselves or others;

(iv) to restrain juveniles who have escaped or who are in the process of escaping;

(v) to prevent destruction of property if reasonably related to (i) through (iv); and

(vi) stop behavior that incites other juveniles which jeopardizes the safety of staff and residents of the facility and is reasonably related to

(i) through (iv).

(B) Room confinement of juveniles shall be re-authorized every 3 hours, except during normal sleeping hours, by a supervisor/administrator who was not involved in the original incident. Facilities which do not have another supervisor/administrator on site shall receive re-authorization every 3 hours from the on-call administrator. Reasons for continued room confinement shall be documented

(C) A juveniles shall not be in room confinement in excess of 24 hours without the opportunity of an administrative review by the administrator or designee who was not involved in the incident.

(15) Procedure for room confinement or room restriction. When room restriction or confinement is used, the procedure given in (A) - (E) of this paragraph is followed.

(A) Prior to room restriction or confinement, facility staff shall explain the reasons for the restriction or confinement to the juvenile and shall give the juvenile an opportunity to explain his or her behavior.

(B) Any juvenile shall be visibly observed by a staff member every 15 minutes, and this must be documented.

(C) Juveniles placed in room confinement shall be afforded living conditions and essential services approximating those available to the

general juvenile population. Exceptions shall be justified in writing by clear and substantial evidence.

(D) The juvenile shall be released when staff determines that he or she can safely be returned to the group.

(E) A written record shall be maintained on any juvenile placed in room restriction or confinement. It includes a log stating who authorized the action, names of persons observing the juvenile and times of observation, the person authorizing release, and the time of release.

(16) Escape and absence without leave. The facility shall develop written policy and procedure for juveniles who escape from the facility or are absent without leave which shall include the notification of law enforcement agencies.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 19 Ok Reg 2953, eff 12-5-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 22 Ok Reg 2064, eff 7-1-05

377:3-13-45. Program and services

(a) Activities and services are available to juveniles outside their rooms at least 12 hours a day. The facility shall provide or make available the minimum services and programs given in (1)-(7) of this subsection to detained juveniles.

(1) Education. The facility shall provide educational opportunities in compliance with the local school district's rules and regulations and OJA contract requirements. Facilities shall provide or make provisions for an educational program which includes space for education, necessary equipment and supplies, and supervision.

(2) Visitation. Written policy and procedure specify the number of visitors a juvenile may receive and the length of visitation.

(A) Visits may be limited only by the facility's schedule, space, and personnel

constraints or where there are substantial reasons to justify such limitations.

(B) Juveniles have the right to refuse visitation.

(C) Legal counsel for a detained juvenile may visit at any reasonable time a request is made.

(3) **Social services.** The facility's social services program shall make a range of resources available to meet the needs of juveniles.

(A) Juveniles shall be afforded access to emergency mental health counseling and crisis intervention services according to their needs.

(B) Counseling services include group or individual counseling and are provided at least weekly.

(4) **Recreation.** Written policy and procedure provide a recreation schedule that includes at least one hour per day of large muscle activity and one hour of structured recreational activities. A variety of recreational materials are made available to detained juveniles and kept in good condition at all times.

(5) **Food service.** Written policy and procedure provide that the dietary needs of juveniles are met.

(A) Special diets as prescribed by appropriate medical or dental personnel or as required by religious preference are provided.

(B) Menus are planned at least one week in advance, posted and dated, and kept on file for one year.

(C) Menus are approved before use and reviewed annually by a licensed dietician, nutritionist, or physician to ensure compliance with nationally recommended food allowances. Facilities participating in the National School Lunch Program are not required to have their breakfast and lunch menus

approved by a licensed dietician, nutritionist, or physician.

(6) **Medical and health care.** The facility shall have written policy and procedure for delivery of health care services. When health care services are provided by someone other than a physician, the final medical judgment rests with the designated physician.

(A) Written health care policy and procedure is approved by a designated physician.

(B) Medical, mental health, and dental care involving medical judgment are the sole province of the designated physician, mental health professional or dentist.

(C) Personnel who provide health care services to juveniles shall be governed by a written job description approved by the medical authority.

(i) Responsibilities and job duties are in keeping with the individual's professional discipline.

(ii) Verification of current credentials and job descriptions are on file in the facility.

(D) Security regulations applicable to facility personnel also apply to health personnel.

(E) The secure juvenile detention facility shall develop and maintain written policy and procedure which:

(i) requires medical screening upon arrival of any juveniles, including intra system transfers at the facility.

(ii) records all findings on a medical screening form approved by the physician;

(iii) accounts for receiving, storing, dispensing, administering and distributing all medications and first aid supplies;

(iv) prohibits the use of juveniles for medical, pharmaceutical or cosmetic experiments;

(v) assures that detention staff and other personnel are trained to respond to health related situations; and

(vi) establishes a training program that includes:

(I) recognition of signs and symptoms of illness or injury and knowledge of action required in potential emergency situations;

(II) administration of first aid and cardiopulmonary resuscitation (CPR);

(III) methods of obtaining assistance;

(IV) signs and symptoms of mental illness, retardation and drug and alcohol abuse; and

(V) procedures for transfer to appropriate medical facilities or health care providers.

(7) Medication. Medication is administered by persons properly trained in medical administration and under supervision of the physician and facility administrator.

(A) Prescription medication is only administered as directed by a physician.

(B) When any medication is administered, a precise record is kept of the juvenile's name, reason for dosage, route, date and time given, and signature of the person who administered it. Any adverse reaction to the medication is documented.

(C) When prescription medications are used, the juvenile, custodian, and all staff members shall be made aware of side effects of the medication.

(D) All medications, syringes, and needles are protected by maximum-security storage and are under the supervision of staff on duty.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 28 Ok Reg 1979, eff 7-15-11

377:3-13-46. Physical plant or facility

(a) Building plans. Prior to new construction or remodeling existing structures to be used for secure juvenile detention facilities, building plans are first presented to and approved by the:

(1) Office of Juvenile Affairs to assure compliance with ACA Standards for Detention and Section 504 of the Rehabilitation Act of 1973 as amended. The plan shall be submitted to the OJA Office of Public Integrity for review. Consultation may be obtained from the Oklahoma Office of Handicapped Concerns. OJA shall provide consultation on building plans and suggest requirements for environmental design as they impact program and services. The population using housing or living units may not exceed the designed or rated capacity of the facility and exceed designed use standards;

(2) the State Fire Marshal's Office to assure compliance with the National Fire Protection Association Life Safety Code as adopted by the State Fire Marshal's Commission and administered by the Office of the State Fire Marshal. The State Fire Marshal will determine the rated capacity for the facility; and

(3) Commissioner of Health, State Health Department, Environmental Health Services to assure compliance with the adopted rules and regulations of the State Board of Health. Juvenile detention facilities are designed and comply with the duly adopted codes for plumbing,

electrical, water supply and sewage disposal.

(b) **Space.** Space requirements for secure juvenile detention facilities are set forth in this subsection.

(1) Single sleeping rooms consist of at least 70 square feet of floor space. There shall be no double-celling of juveniles unless:

(A) the room has been specifically constructed to house two juveniles;

(B) the Office of Juvenile Affairs approved the construction plans prior to construction of the facility/room; and

(C) the room meets the space requirements set forth in the American Correctional Association's (ACA) "Standards for Juvenile Detention Facilities."

(2) Male and female residents shall not occupy the same sleeping room.

(3) Not less than 35 square feet of floor space per juvenile is provided in the day room on each living unit.

(4) The facility shall provide at least 15 square feet of floor space per person for individuals occupying the dining room or dining area.

(5) The total indoor activity area outside the sleeping area provides space of at least 100 square feet per resident.

(6) School classrooms are designed in conformity with local or state educational requirements.

(7) Where the facility provides food service, the kitchen has at least 200 square feet of floor space.

(c) **Bathrooms.** All housing and activity areas provide, at a minimum, one toilet, one washbasin, and one shower for every six residents. All juveniles and staff shall have access to a drinking fountain by residents and staff.

(1) Flush urinals may be substituted for not more than one-half the required number of toilets when provided to serve males only.

(2) Every lavatory basin, bathtub or shower is supplied with hot and cold water under pressure at all times.

(3) All showers and bathtubs must have temperature control equipment.

(4) All fixtures must be maintained in good working condition.

(5) Toilet paper, soap and individual sanitary towels are provided within easy access of the residents.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01

377:3-13-47. Food service, sanitation and hygiene

(a) **General.** General requirements related to food service, sanitation, and hygiene are set forth in this subsection.

(1) Minimum health requirements for secure juvenile detention facilities are determined by the Health Department and enforced by the Office of Juvenile Affairs.

(2) The facility shall be maintained in compliance with State Health Department Food Service Code. An annual inspection of the facility is conducted to determine compliance with health codes. Documentation is kept on file at the facility.

(3) The facility shall have a written plan for housekeeping that is posted and followed at all times.

(4) The facility shall be weather tight and kept in sound condition and good repair.

(5) The facility's written policy and procedure specify that its food services comply with the Board of Health Food Service rules and regulations.

(b) **Plumbing and water.** Plumbing is sized, installed, and maintained in a safe manner and according to the Oklahoma Plumbing License

Act. Plumbing constructed after the effective date of these rules will be installed in compliance with the Building Officials and Code Administrators Plumbing Codes or applicable local ordinances.

(1) There may not be cross-connection between the potable water supply and any non-potable or questionable water supply or any source of pollution through which the potable water supply might be contaminated.

(2) The facility's potable water source and supply, whether owned and operated by the public water department or the facility, must be approved by an independent, outside source to be in compliance with jurisdictional laws and regulations.

(c) **Electrical.** The electrical distribution system must be sized, installed, and maintained in a safe manner according to the Oklahoma Electrical Licensing Act. Portions of the electrical system constructed, repaired, or replaced after the effective date of these rules will be installed in compliance with the National Electrical Code.

(d) **Waste disposal.** Solid waste disposal must comply with the appropriate local ordinance where in effect and otherwise with the Oklahoma Public Health Code and adopted rules and regulations. Sewage disposal must comply with the Oklahoma Health Code and adopted rules and regulations.

(e) **Lighting.** Requirements regarding lighting in the facility are set forth in this subsection.

(1) The facility shall have sufficient air and lighting to ensure the health of the detained juveniles.

(A) Any room designated as a sleeping room shall have natural lighting by a room window to the exterior or from a source within 20 feet of the room. This rule does not prohibit OJA from issuing a provisional certificate if a sleeping room does not meet this criteria.

(B) All window panes must be of shatter-resistant material.

(C) Thirty foot-candles of artificial light are provided in all areas and additional light of at least 50 foot candles is provided in study areas.

(2) Every hallway and stairway in each secure juvenile detention facility is lighted by natural or electric light at all times to provide at least ten foot-candles of light at floor level. Every hall and stairway in structures containing not more than two sleeping areas may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of full-time lighting.

(f) **Ventilation and temperature.** Non-habitable areas, such as bathrooms and food preparation areas, provide other approved ventilation systems in lieu of windows or skylights. Adequately designed, maintained, and operated central heating and cooling systems must meet the ventilation requirements. Window area requirements may be reduced but must be adequate to meet requirements of the State Fire Marshal.

(1) Every window, exterior door, and hatchway, or similar devices, must be rodent proof and weather tight and kept in working condition and good repair.

(A) During the portion of the year when there is a need for protection against mosquitoes, flies and other flying insects, every door and window must have a properly fitting stainless steel mesh detention screen.

(B) Air conditioned habitable areas are deemed adequate to meet this requirement when properly operated unless vectors are able to enter to such extent that a nuisance or hazard is created.

(2) Every habitable area must have heating facilities which are properly installed and maintained in working condition. The heating system must be capable of safely and adequately heating

all habitable rooms, bathrooms, and water closets at a temperature of at least 68 degrees Fahrenheit at a distance of 18 inches above floor level under ordinary winter conditions.

(3) An acceptable temperature zone for maintaining year round comfort is 66 degrees to 80 degrees Fahrenheit in the summer, optimally 71 degrees, and 61 degrees to 73 degrees Fahrenheit in the winter, optimally 70 degrees.

(g) **Food Service.** Written policy, procedure, and practice require that at least three meals, two of which are hot, be provided at scheduled times during each 24-hour time period of regular business weekdays, with no more than 14 hours between the evening meal and breakfast meal. Only on weekends and state recognized holidays may a hot brunch and a hot evening meal, both of which meet basic nutritional goals, be provided at scheduled times during each 24 hour time period.

(1) The facility provides or arranges for the meals and at least one snack per 24 hour day from food that is selected, stored, prepared, and served in a sanitary and palatable manner. Each meal contains a sufficient amount of food for every juvenile and additional servings are permitted.

(2) Facilities recognize the social and emotional needs of juveniles during mealtime. Juveniles and the staff who eat with them are served the same food, except for tea and coffee, unless differences in age or special dietary needs are factors.

(H) **Hygiene.** Juveniles shall have the opportunity for daily showers.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 22 Ok Reg 2064, eff 7-1-05

377:3-13-48. Safety and emergency

(a) **Fire protection.** Minimum state fire safety requirements for secure juvenile detention facilities are enforced by the State Fire Marshal's office. Documentation of

compliance is available at the facility at all times.

(1) Secure juvenile detention facilities for juveniles must comply with the Building Officials Administrators Code (BOCA) as enforced by the State Fire Marshal's office:

(2) The facility's written policy and procedure provide for a qualified fire and safety officer to regularly inspect the facility for compliance with safety and fire prevention requirements. The facility director and designated staff shall conduct an annual review of policy and procedure.

An administrative staff member or designee shall conduct a fire and safety inspection of the facility at least weekly.

(3) The facility's written policy and procedure relating to fire safety is reviewed at least annually by certification staff.

(4) Written policy and procedure specify the facility's fire prevention regulations and practices to ensure the safety of staff, juveniles, and visitors. Fire prevention practices include, but are not limited to:

(A) a provision for an adequate fire protection service; and

(B) annual inspection and testing of equipment by a fire service company approved by the local fire official.

(5) Fire hoses or extinguishers are available at appropriate locations throughout the facility.

(6) Specifications for the selection and approval of facility furnishings indicate the fire safety performance requirements of the materials selected.

(A) Materials selected are subjected to careful fire safety evaluation before purchase or use.

(B) Only mattresses manufactured from materials that are not highly flammable are used.

(7) The facility is equipped with non-combustible receptacles for smoking materials. Separate containers are provided in other locations throughout the facility for other combustible refuse.

(8) A fire alarm and automatic detection system is required as approved by the state and/or local fire marshal.

(9) Special containers are provided for flammable liquids and for rags used with flammable liquids.

(10) All plans for exiting the building during time of fire emergencies are posted in a conspicuous place on all levels of the facility.

(b) **General emergency procedures.** Written policy and procedure specify the means for the prompt release of juveniles from locked areas in case of emergency and provide for a secondary release system if electrically equipped.

(1) All facility personnel shall be trained in the implementation of written emergency plans.

(2) Written policy and procedure govern the control and use of all flammable, toxic, and caustic materials.

(3) The facility director or designee shall develop written plans which specify procedures to be followed in emergency situations, e.g., fire, disturbances, taking of hostages. These plans are made available to all applicable personnel and are reviewed and updated at least annually.

(4) The facility shall have access to an alternate power source to maintain essential services in an emergency.

(c) **Exits.** The facility shall have exits that are properly positioned and clearly, distinctly, and permanently marked in order to ensure the timely evacuation of juveniles and staff in the event of fire or other emergency.

(1) Two identifiable exits are located in each juvenile housing area and other high density areas to permit the prompt

evacuation of juveniles and staff under emergency conditions.

(2) The facility shall have exits that are continuously visible at all times, kept clear, and maintained in usable condition.

(d) **Facility maintenance.** Requirements for maintenance of the facility are set forth in this subsection.

(1) **Housekeeping.** All habitable and non-habitable areas are maintained in a condition free of litter.

(2) **Laundry.** Work areas are maintained in a clean and safe condition. Equipment is installed in such a way as to meet safety requirements.

(3) **Maintenance of the activity area.** Equipment is maintained in good repair and activity areas are free of hazards.

(4) **Maintenance of the interior structure.** The interior of the building, including appliances, machinery, and equipment, is maintained in proper working order at all times. Interior walls, carpeting, and furniture is repaired, replaced, and kept in acceptable condition.

(5) **Interior finish materials.** All interior surfaces, including walls, ceilings and floors, must have flame-spread ratings as outlined by the BOCA Building Code. Documentation of appropriate flame-spread ratings must be obtained from the manufactures of the material. Examples of interior finishing materials include, but are not limited to, paint, paneling, wallpaper, carpets, and tile.

(6) **Furnishings and decorations.** Draperies, curtains, and similar furnishings and decorations must be flame resistant.

(A) Proof of flame resistance is documented from the material manufacturer that the material passed the criteria of NFPA 701, small and large scale tests.

(B) Waste baskets and other waste containers must be of noncombustible or self-extinguishing materials.

(C) Mattresses and upholstered or cushion furniture may not be of a highly flammable character.

(7) Exterior surfaces. All exterior wood surfaces, other than decay-resistant woods, must be protected from the elements and decay by a lead-free paint or other product to provide a protective covering or treatment. Toxic paint and materials may not be used where readily accessible to juveniles.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97

377:3-13-49. Collocated detention facilities

(a) A juvenile detention facility collocated with an adult jail or lockup must meet the same standards and certification requirements as a freestanding juvenile detention center and be certified appropriately. A collocated facility is a juvenile facility located in the same building as an adult jail or lockup, or is part of a related complex of buildings located on the same grounds as an adult jail or lockup.

(b) Each of the following three criteria must be met in order to ensure that a juvenile detention facility is separate from the adult jail with which it is collocated.

(1) Juveniles and adults must be separated in that there can be no sustained sight or sound contact between juveniles and incarcerated adults in the facility. This type of separation can be achieved architecturally or through time-phasing of common use non-residential areas.

(2) All juvenile and adult program areas must be separate. There must be an independent and comprehensive operational plan for the juvenile detention facility which provides for a full range of separate program services. No program activities may be shared by juveniles and incarcerated adults. Time-phasing of

common use nonresidential areas is permissible to conduct program activities.

(3) There must be separate staff for the juvenile and adult populations, including management, security, and direct care staff. Staff providing specialized services (medical care, food service, maintenance, etc) who are not normally in contact with detainees, or whose infrequent contacts occur under conditions of separation of juveniles and adults, can serve both populations. The day-to-day management, security, and direct care functions of the juvenile detention facility must be vested in a totally separate staff.

REFERENCES: Source: Added at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01

Location
Pittsburg
 FY24
 July 1, 2023-June 30, 2024
 CRL2024-312

Note: Base Rate Only - doesn't include charges for 100%
 rate pay for youth waiting for OJA placement.

Contract:
 County Clerk

(918) 423-6865
bocc@pittsburg.okcounties.org

	Rate	Licensed Beds	Contracted Beds	Amount
	164.88	10	10	
Line 1 - Base Rate	164.88	10	366	603,460.80
Line 2 - Per HB 1282	29.10	10	175	5,092.50
				608,553.30

**STANDARD FORM OF SPACE LICENSE AGREEMENT
FOR THE TEMPORARY USE OF
FACILITIES**

(CUBICLE OR ROOM)

TERMS AND CONDITIONS

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

Owner of the Facility (the "Licensor"):

Pittsburg County Emergency Management

Legal Name of the User of the Room (the "Licensee"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)).

Date Upon which the Licensee May Begin to Use the Room (the "Start Date"):

7/1/2023

Date Upon Which the Licensee Must Vacate the Room (the "Expiration Date"):

6/30/2026

Building Owner and Licensor's Business Address:

705 EOC Drive, McAlester, OK 74501

Room User and Licensee's Business Address:

9450 SW Gemini Dr, #75048, Beaverton, OR 97008-7105

Street Address Building of the Building Where the Room is Located:

705 EOC Drive, McAlester, OK 74501

Permitted Use(s) of Licensed Room (check those applicable):

- General Office
- Training and/or Testing
- Storage

Description of Licensed Room:

1 dedicated office (approx. 10' x 12') with access to shared storage space.

This Temporary Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Licensor and the Licensee named above. Under the Agreement, the Licensee is permitted to use and occupy, on a temporary basis, the space described above (the "Room") in the Building at the Location set forth above (the "Building").

1. **Grant of License.** Licensor grants Licensee the right to use the Room for the Permitted Use(s) described above. This license includes reasonable ingress and egress to and from the Room through the Building's common areas. Licensee shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room) or any equipment belonging to Licensor unless the Licensor gives written permission to do so. This Agreement is not a lease and Licensee is granted no leasehold interest in the Room.
2. **Term.** Licensee's right to use the Premises shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Licensee shall vacate the Room. Licensee shall repair all damage caused by Licensee's occupancy, at Licensee's sole cost and expense.
3. **Early Termination.** Either party may terminate this agreement for any reason upon ninety (90) days prior written notice to the other party.
4. **License Fee.** Licensee shall pay, as a license fee, the amount of \$0.00.
5. **Licensee's Conduct.** Licensee agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Licensee's

negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.

6. Condition of Premises and Building. Licensor makes no warranty or representation about the Room or the Building. Licensee accepts the same "AS IS." Licensor is under no obligation to prepare or repair the Room or the Building for Licensee.
7. Indemnification. Licensee shall defend, hold harmless, and indemnify Licensor against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said Licensee during its use of the Room.
8. Insurance. Licensee shall carry the following insurance coverage:
 - A. Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
 - B. Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
 - C. Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
9. Licensor's Right to Revoke License. Upon reasonable prior written notice to Licensee, Licensor may revoke the license represented by this Agreement if Licensee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Licensor describing same. If this license is so revoked, Licensee shall forthwith vacate the Room in a neat and orderly manner. Licensor shall have all rights and remedies available to it under applicable law.
10. No Assignment. Licensee shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.
11. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a

part of the Room, this License shall terminate and Licensee shall have no right to restoration of the Room or to receive any compensation whatsoever.

12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
14. Brokers/Consultants. Licensors and Licensee each represent to the other that there is no broker in this transaction. Each party shall indemnify the other against the claims of any broker.
15. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Signatures are on the following page.

AMERICAN NATIONAL RED CROSS
AND "LICENSEE:"

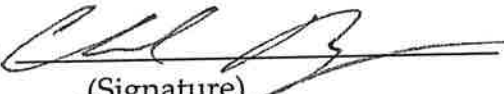
By: _____
(Signature)

Name:

Title:

Date:

BUILDING OWNER AND
"LICENSOR:"

By: 
(Signature)

Name: Charlie Rogers

Title: Chairman, Boce

Date: 7/3/2023

407 E. Main
 Antlers, OK 74523
 (800) 522-3889 Phone
 (580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave
 Ada, OK 74820
 (580) 332-6300 Phone
 (580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave
 McAlester, OK 74501
 (888) 332-3431 Phone
 (918) 426-3626 Fax

Pittsburg County Civil Defense
 705 EOC Dr
 McAlester, OK 74501

Pittsburg County Civil Defense
 705 EOC Dr
 McAlester, OK 74501

Renewal Maintenance Contract Proposal
 Contract # MCAC31484-09
 Renewal Date Range 7/25/2023 - 7/24/2024

6/27/2023

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

**Your Contract Renewal Rate will be \$541.31 billing Annual
 Maint-Supply Incl Excl Paper/Networking**

Equipment covered under this contract agreement include:

Contract #	Equipment	Contract #	Location	Overage Rate	Overage Cycle
C8156	Meter	IMR-C3525i III	Warehouse		
	B\W-109			Meter Group Covered Copies	0.01 Monthly
	Color			2,000.00	0.05 Monthly
C8787	Meter	2GH04389	Front desk		
	B\W-109			Meter Group Covered Copies	0.01 Monthly
	Color			200.00	0.05 Monthly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

This is not a bill
Please Sign and Return.
Invoice to follow.

Sincerely,

Rachel McCann
Contract Administrator
rmccann@milleroffice.com
Phone

Contract# MCAC31484-09

Printed Name:

Charlie Rogers

Signature:

Title:

Chairman, BOCE

Date:

7/3/2023

New Purchase Order#

* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

Miller Office Equipment MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems, LLC (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges, if applicable, are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings, and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, depending on contract type chosen, parts which have been broken or worn through normal use, labor which is necessary for servicing and maintenance adjustments, and equipment supplies (not including paper), with no charge. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as separate chargeable service provided at Miller's established rates.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be moved to an alternate location, there will be an adjustment to the normal maintenance base and/or copy rate as set forth by Miller. The move of equipment is not included in maintenance agreement and will be done by Miller at a rate determined by Miller based on distance from Miller's service office to new customer location via most convenient route determined by Miller. If service at a time other than during Miller's normal business hours is furnished upon customer's request, it will not be included in customer maintenance agreement and customer will be charged at Miller's established rates for labor and travel then in effect.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the customer in accordance with law.
9. Standard Freight and Fuel Surcharge items are included in established Miller's maintenance price rates for contracts types that include parts and supplies. Any contracts excluding parts and/or supplies will be subject to Freight and Fuel Surcharge charges being added to supply order and service call invoices. Rush orders are not considered standard and will result in an extra fee.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months and at a rate established by Miller, unless either party has given thirty (30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial) _____

LEASE AGREEMENT

This indenture made and entered into this 3rd day of July, 2023, by and between The Estate of I. Jack Stephens, I. Jack (Jay) Stephens II, Administrator, at 13402 W. 58th St. S, Sand Springs, Oklahoma, 74063, hereinafter called the Party of the First Part, and the Board of County Commissioners, Pittsburg County, Oklahoma, hereinafter called the Party of the Second Part.

That the Party of the First Part is the owner of the following described real estate and premises situated in Pittsburg County, State of Oklahoma, to-wit"

A tract of land located in the NW ¼ of Section 21, Township 9 North, Range 17 East, Pittsburg County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point 1,320 feet East at an angle of N 89°37'07" East and North 00° 06'32" West 400 feet, from the Southwest corner of NW ¼ Section 21, Township 9 North, Range 17 East; Thence North 200 feet; Thence West 110 feet; Thence South 200 feet; Thence East 110 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the Party of the Second Part commencing on the 1st day of July, 2023 ending on the 30th day of June, 2024, when said tenancy shall expire, unless option is made to renew the lease for the same sum. The exercise of such option shall be accomplished by the issuance of purchase order upon or within ten (10) days after the expiration of the terms of this lease or any renewal then in effect. If either party wishes to terminate this agreement before the expiration day, a 30-day notice shall be given.

For the use of said premises for the term set out above, the said Party of the Second Part agrees to pay the sum of Two Hundred Fifty Dollars (\$250.00) per month, **PAYABLE ON A MONTH-TO-MONTH BASIS**.

Party of the Second Part agrees to maintain said property in a businesslike manner. It is further agreed that the said Party of the Second Part can erect or place any buildings that are necessary, without expense to the Party of the First Part, with the privilege of removing these buildings at the expiration of this lease. Any improvements to the said premises are to be made by the Party of the Second Part and without expense to the Party of the First Part. This lease is subject to sale of the property by the Party of the First Part. This lease may be renewed at the option of the Party of the Second Part.

BOARD OF COUNTY COMMISSIONERS. PITTSBURG COUNTY, OKLAHOMA

Party of the First Part:

I. Jack Stephens II Administrator
The Estate of I. Jack Stephens
I. Jack "Jay" Stephens, II, Administrator

Party of the Second Part:

[Signature]
Chairman

[Signature]
Vice-Chairman

[Signature]
Member

Attest:



John Trammell
County Clerk

"Amended"
RESOLUTION
23-334

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, June 20, 2023.

WHEREAS, the McAlester Fire Department wishes to transfer the following equipment to McAlester/Pittsburg County Emergency Management, paid for with County Fire Tax Dollars:

Inventory No.	Description	Serial No.
FD-MCAL-621.5	Self-Contained Breathing Apparatus	164831020003
FD-MCAL-621.1	Self-Contained Breathing Apparatus	164058020008
FD-MCAL-621.6	Self-Contained Breathing Apparatus	164831020005
FD-MCAL-621.2	Self-Contained Breathing Apparatus	164058020002
FD-MCAL-621.3	Self-Contained Breathing Apparatus	164058020010
FD-MCAL-621.4	Self-Contained Breathing Apparatus	164058020011
FD-MCAL-613.21	SCBA Cylinder	514 521
FD-MCAL-613.20	SCBA Cylinder	514 169
FD-MCAL-613.18	SCBA Cylinder	514 275
FD-MCAL-613.23	SCBA Cylinder	514 186
FD-MCAL-613.17	SCBA Cylinder	514 539
FD-MCAL-613.22	SCBA Cylinder	514 183
FD-MCAL-613.19	SCBA Cylinder	514 528
FD-MCAL-613.16	SCBA Cylinder	54928108
FD-MCAL-615.1	Face Pieces w/ air switch	50006716003
FD-MCAL-615.2	Face Pieces w/ air switch	50004326040
FD-MCAL-615.3	Face Pieces w/ air switch	n/a
FD-MCAL-615.4	Face Pieces w/ air switch	492118177
FD-MCAL-615.6	Face Pieces w/ air switch	500067160005
FD-MCAL-615.7	Face Pieces w/ air switch	n/a
FD-MCAL-615.9	Face Pieces w/ air switch	50004326039
FD-MCAL-615.10	Face Pieces w/ air switch	55492048
FD-MCAL-615.11	Face Pieces w/ air switch	500043758002
FD-MCAL-615.12	Face Pieces w/ air switch	55303049
FD-MCAL-615.13	Face Pieces w/ air switch	50008054003
FD-MCAL-615.14	Face Pieces w/ air switch	50825005
FD-MCAL-615.8	Face Pieces w/ air switch	50006411001
FD-MCAL-615.17	Face Pieces w/ air switch	500012558003
FD-MCAL-615.18	Face Pieces w/ air switch	500017101015
FD-MCAL-615.15	Face Pieces w/ air switch	500025400008
FD-MCAL-615.16	Face Pieces w/ air switch	500017101019
FD-MCAL-615.19	Face Pieces w/ air switch	2350004480001
FD-MCAL-615.20	Face Pieces w/ air switch	500043206047

FD-MCAL-615.21	Face Pieces w/ air switch	50006716002
FD-MCAL-615.22	Face Pieces w/ air switch	500067160007
FD-MCAL-615.23	Face Pieces w/ air switch	50006716006
FD-MCAL-615.24	Face Pieces w/ air switch	50006716001
FD-MCAL-615.25	Face Pieces w/ air switch	No ID#

WHEREAS, the McAlester Fire Department received a grant to all new SCBA's cylinders and face pieces and the City of McAlester has decided to donate the above-mentioned equipment to McAlester/Pittsburg County Emergency Management.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve the transfer of the above-mentioned equipment from McAlester Fire Department to McAlester/Pittsburg County Emergency Management.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN [Signature]

VICE-CHAIRMAN [Signature]

MEMBER [Signature]

COUNTY CLERK [Signature]

McALESTER FIRE DEPARTMENT/ EMS

1016 East South Street

McAlester, Okla. 74501
918-421-4950

Fire Chief: Brett Brewer Asst Chief: Benny Brooks Fire Marshal: Clint Armstrong

Hope,

McAlester Fire Department would like to return/ surplus: #

- Six ISI Viking Z-7 SCBA's
- Eight ISI 4500 cylinders
- Twenty-Four ISI face pieces with air switch

June 13, 2023

COUNTY SURPLUS INVENTORY

SCBA's (6)

Serial #	County #
164831020003	621.5
164058020008	621.1
164831020005	621.6
164058020002	621.2
164058020010	621.3
164058020011	621.4

Cylinders (8)

514 521	613.21
514 169	613.20
514 275	613.18
514 186	613.23
514 539	613.17
514 183	613.22
514 528	613.19
<i>54928108</i>	<i>613.16</i>

Face Pieces w air switch (24)

50006716003	615.1
5000 432 6040	615.2
No #	615.3

County Inventory Conti
(Face Pieces w air switch)

4921 18 177	615.4✓
5000 671 60005	615.6✓
No #	615.7✓
5000 432 6039	615.9✓
55 49 2048	615.10✓
5000 437 58002	615.11✓
55 30 3049	615.12✓
5000 805 4003	615.13✓
5082 5005	615.14✓
5000 641 1001	615.8✓
5000 1255 8003	615.17✓
5000 17101015	615.18✓
5000 254 00008	615.15✓
5000 17101019	615.16✓
2350004480001	615.19✓
500043206047	615.20✓
5000 671 6002	615.21✓
5000 671 60007	615.22✓
5000 671 6006	615.23✓
5000 671 6001	615.24✓
No #	615.5

Received By:

Signature:



Date:

6-13-23

RESOLUTION
24-001
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 3, 2023.

WHEREAS, the Pittsburg County wishes to advertise for the following:

Oil & Gas Lease

A strip of land fifty (50) feet wide across the S/SE of Section 28; center line of which is described as follow: Beginning at a point 367 feet north of the southeast corner of Section 28, thence north 46° 00' west a distance of 62.5 feet, thence on a 5 degree curve to the left a distance 686 feet, thence north 80 degree 18' west a distance of 1163 feet, thence on a 10 degree curve to the right a distance of 145 feet, thence north 65 degree 48' west a distance of 580 feet to a point 210 feet east of the northwest corner of the S/SE of Section 28, containing 3.02 acres m/l. containing 3.02 acres, more or less.

And

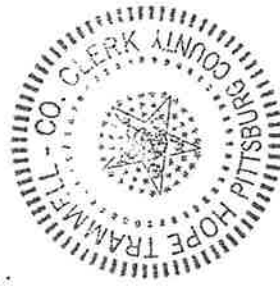
A strip of land 50 feet wide the center line being as follows: Beginning at a point 32 feet south of the southeast corner of the North Half of the southwest quarter, thence west a distance of 364.8 feet; thence along a 10 degree curve to the right a distance of 129.7 feet; thence north 77 degrees two minutes west a distance of 639.8 feet; thence along a 10 degree 2 minutes west a distance of 276.2 feet; thence along a 10 degree curve to the left a distance of 360 feet; thence north 85 degree 2 minutes west a distance of 184.5 feet; thence along 10 degree curve to the right a distance of 850 feet to a point 104 feet south of the northwest corner of the N/SW, containing 3.58 acres m/l. and a triangular shaped tract of land beginning a point 255 feet south of the NW/c of the N/SW thence south a distance of 300 feet; thence north 85 degree east a distance of 150 feet; thence north 43 degree west a distance of 300 feet to point of beginning containing 0.51 acres m/l. containing 4.09 acres, more or less.

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org.

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Title 19 O.S. § 1505(B)(2).

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, July 14, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, July 14, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, July 17, 2023 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

ATTEST:



CHAIRMAN

VICE CHAIRMAN

MEMBER

COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

SPECIFICATIONS

OIL AND GAS LEASE (PAID-UP) AGREEMENT, Made and entered into this (DATE), by and between Pittsburg County of I15 East Carl Albert Parkway #1A, McAlester Oklahoma 74501, party of the first part, hereinafter called lessor (whether one or more), and (AWARDED BIDDER), party of the second part, hereinafter called lessee. WITNESSETH: That Lessor, in consideration for the sum of (AWARDED SUM) Dollars, receipt of which is hereby acknowledged, other valuable considerations, and the mutual covenants and agreements contained herein, does hereby grant, bargain, lease and let unto the Lessee, the lands described hereinafter, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and for the purpose of drilling, mining and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and constructing roads, including rights-of-ways for laying pipe lines, building tanks, storing oil, telephone lines and other structures thereon necessary or convenient for the economical operation of said land, to produce, save, take care of and manufacture all of such substances, and the right to enter upon said lands for such purposes along with the right to re-enter and use any abandoned well(s) on the property, without any additional payments, together with the right of ingress and egress to and from said land including any reversionary rights therein, and covering any accretion and/or riparian rights, being situated in the County of PITTSBURG, State of OKLAHOMA, described as follows, to wit: For description, see Exhibit 'A' attached hereto and made a part hereof of Section 28, Township 07N, Range 14E, and containing 7.11 acres, more or less. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein call primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee. In consideration of the premises the said Lessee covenants and agrees: 1st. To deliver to the credit of Lessor in the pipeline to which it may connect its well, the 3/16ths part of all oil (including but not limited to condensate and distillate) produced and saved from said land; Lessee may from time to time purchase any royalty oil in its possession and pay Lessor the price received by Lessee for such oil. 2nd. Lessee covenants and agrees to pay Lessor the equal 3/16ths of the proceeds received from each well for the sale of gas, gas condensate, gas distillate, casinghead gas and all other gases thereof at the mouth of said well, less a proportionate part of all taxes, said payments to be made monthly. Lessee may use its own pipelines and/or equipment to provide such gathering, transportation, treating, processing, compression and metering services, or it may engage others to provide such services. Whether lessee uses its own pipelines and/or equipment or uses a third party's pipelines and/or equipment, Lessor's royalty share shall be reduced proportionately by the cost of compression, dehydration, treating and processing, pipe line charges, gathering costs, marketing fees or costs and/or transportation charges incurred in the marketing of such gas. During any period (whether before or after expiration of the primary term hereof) when gas is not being sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. If the Lessee shall commence to drill a well; commence reworking operations on an existing well; commence to drill a well on acreage pooled therewith; commence operations at a location off the above described lands and the acreage pooled therewith, but where the well nonetheless is intended to penetrate the above described lands or lands pooled therewith within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years referenced herein. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were

from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut-in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage of the unit. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. When requested by the Lessor, Lessee shall bury his pipelines below plow depth. No well shall be drilled nearer than 200 feet to the house or the barn now on said premises, without the written consent of the Lessor. Lessee shall pay for all damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. Lessor agrees that the exploration rights granted herein are exclusive and shall be neither reserved by Lessor nor granted to any other party during the term of this lease. However, no change or divisions in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation. This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above. Lessee shall have the preferential right of first refusal to acquire an oil and gas lease covering Lessor's present interest in the above-described lands, exercisable during the primary term of this lease and for a period of 180 days following the expiration of the primary term of this lease. Lessor shall promptly give written notice to Lessee with full information concerning the proposed oil and gas lease, which shall include the name and address of the proposed Lessee (who must be ready, willing and able to lease), the bonus consideration, and all other terms of the offer. Lessee shall then have an optional prior right, for a period of 15 days after receipt of the notice, to lease on the same terms and conditions as offered by the proposed Lessee. If Lessee shall exercise its Preferential Right, such right shall be exercised by notice in writing to the Lessor, which notice shall be effective as of the date of mailing or transmission. All notices provided for under this Preferential Right shall be transmitted by certified mail, telegram or telecopy to the parties at the address shown. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County. Lessor hereby warrants and agrees to defend title, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the above-described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In the event it is determined that Lessor owns fewer net acres, or it is determined that Lessor's acreage is currently leased under a prior, valid and existing oil and gas lease(s), then the Lessor agrees to reimburse Lessee for the original bonus per acre paid for the acreage not owned by Lessor or which is held under the prior, valid and existing oil and gas leases(s). Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum equal to 100% of the original bonus amount per net mineral acre to Lessor. This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor during the original primary term hereof. Payment by check or draft shall be deemed to have been made and delivered to Lessor when the check or draft has been deposited by Lessee in the U. S. Mail, postage prepaid. If, at any time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this

payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceased to be so maintained within which to exercise this option.

RESOLUTION
24-002

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 3, 2023.

WHEREAS, On April 3, 2023, the Board of County Commissioners opened bids for Bid No. 19, On-Premise VOIP PBX System.

WHEREAS, On April 10, 2023, the Board of County Commissioners awarded Bid No. 19 to Biz-Tel Communications as the lowest bidder.

WHEREAS, On June 27, 2023, Commissioner Chairman Charlie Rogers was notified by Biz-Tel Communications that due to unforeseen circumstances they had to withdraw their bid.

WHEREAS, the Board of County Commissioners has determined that the proper steps are to rescind their award of Bid No. 19 to Biz-Tel Communications in the amount of \$103,200.00 and re-award Bid No. 19 to VIP Technology Solutions as the next lowest bidder in the amount of \$167,591.53.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby rescind their award of Bid No. 19 to Biz-Tel Communications in the amount of \$103,200.00 and re-award Bid No. 19 to VIP Technology Solutions in the amount of \$167,591.53.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

Charlie Rogers

VICE-CHAIRMAN

Ron [Signature]

MEMBER

[Signature]

COUNTY CLERK

Hope Trammell



COMMUNICATIONS, LLC

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

June 27, 2023

Board of County Commissioners, Pittsburg County
115 E. Carl Albert Parkway, Room 100
McAlester, OK 74501

RE: Bid No. 19, On-Premise VOIP PBX System

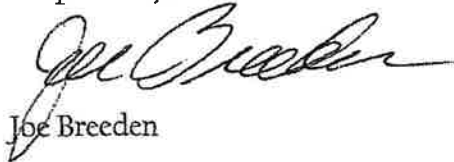
Dear Commissioners,

Due to circumstances out of our control, it is my regret to inform you that Biz-Tel Communications will not be able to honor our Bid for the On-Premise VOIP PBX System for Pittsburg County.

I appreciate your business and hope you understand the circumstances that prohibit our company from honoring this bid and it is my hope to continue working with the county on future projects and for any of your telephone needs.

Should you have any questions regarding this decision, please do not hesitate to contact me at your convenience.

Respectfully,



Joe Breeden



We have prepared a quote for you

Avaya IP Office Phone System for County

Quote # 009833
Version 1

Prepared for:

Pittsburg County

Sandra Crenshaw
bocc@pittsburg.okcounties.org

Courthouse: AUS701FOXN
 Sheriff: AUS701FOXP

Proposed Solution Overview

Item	Description	Price	Qty	Ext. Price
<p>Thank you for giving us this opportunity to present our proposal. VIP Technology Solutions Group is committed to working with you and providing unmatched customer service. The following solution was engineered for Pittsburg County and includes the features and provisions listed below:</p> <p>Please review this quote to confirm our offer meets your business needs. Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval. If you have any questions or concerns regarding the proposal, please feel free to contact us. Otherwise, you may digitally sign this document to get the quote processed.</p>				

Avaya IP Office Phone System

Item	Description	Price	Qty	Ext. Price
	Courthouse, District Barns, Animal Shelter, & OSU Extension			
	IPO UC MOD V2	\$635.60	1	\$635.60
	J159 IP PHONE	\$243.47	28	\$6,817.16
	J189 IP PHONE	\$352.00	52	\$18,304.00
	IPO MC VCM 64 V2	\$206.08	2	\$412.16
	IPO R10+ VM PRO 2 LIC	\$939.87	3	\$2,819.61
	IPO R11 ESSNTL ED LIC	\$267.52	1	\$267.52
	IPO R11 PWR USER 1 LIC	\$88.67	50	\$4,433.50
	IPO IP500 RACK MNTG KIT	\$35.28	1	\$35.28
	IPO IP500 V2A CNTRL UNIT	\$382.48	1	\$382.48
	IPO IP500 TRNK ANLG 4U V2	\$305.76	1	\$305.76
	IPO ISDN RJ45/RJ45 3M RED	\$2.83	6	\$16.98

Avaya IP Office Phone System

Item	Description	Price	Qty	Ext. Price
	IPO R11 PREFRD VM PRO LIC	\$1,023.47	1	\$1,023.47
	J179 IP PHONE NO PWR SUPP	\$293.33	69	\$20,239.77
	CAT 5E ETHERNET CBL 9FT/3M	\$8.28	149	\$1,233.72
	IPO R10+ AV IP ENDPT 1 LIC	\$38.00	149	\$5,662.00
	IPO IP500 EXTN CARD PHONE 8	\$582.40	1	\$582.40
	PWR CORD NA 18AWG 10 Amp AC	\$10.64	1	\$10.64
	IPO IP500 V2 SYS SD CARD MUL	\$29.68	1	\$29.68
	IPO R10+ IP500 T1 ADD 2CH LIC	\$99.31	16	\$1,588.96
	IPO R10+ IP500 VCE NTWK 4 LIC	\$363.79	6	\$2,182.74
	IPO IP500 TRNK PRI UNVRSL DUAL	\$935.20	1	\$935.20
	IPO R10+ 3RD PTY IP ENDPT 1 LIC	\$88.67	9	\$798.03
	IPO C/D RTS 8X5 APR NBD - 500 V2 3YPP	\$3,060.00	1	\$3,060.00
	APC-BE600M1	\$225.00	1	\$225.00
	Viking PA-2A	\$135.00	1	\$135.00
	Algo 8186 SIP Horn	\$536.21	7	\$3,753.47
	PAGING ADAPTER AND SCHEDULER	\$427.37	1	\$427.37
	Labor for Turn-key Phone System Installation, Initial Programming, & End-User Training	\$29,550.00	1	\$29,550.00
	Courthouse, District Barns, Animal Shelter, & OSU Extension			\$105,867.50
	Sheriff's Office			
	J189 IP PHONE	\$352.00	37	\$13,024.00
	IPO MC VCM 64 V2	\$206.08	1	\$206.08
	IPO R11 ESSNTL ED LIC	\$267.52	1	\$267.52
	IPO IP500 RACK MNTG KIT	\$35.28	1	\$35.28
	IPO IP500 V2A CNTRL UNIT	\$382.48	1	\$382.48

Avaya IP Office Phone System

Item	Description	Price	Qty	Ext. Price
	IPO ISDN RJ45/RJ45 3M RED	\$2.83	5	\$14.15
	CAT 5E ETHERNET CBL 9FT/3M	\$8.28	37	\$306.36
	IPO R10+ AV IP ENDPT 1 LIC	\$38.00	37	\$1,406.00
	IPO IP500 EXTN CARD PHONE 8	\$582.40	1	\$582.40
	PWR CORD NA 18AWG 10 Amp AC	\$10.64	1	\$10.64
	IPO IP500 V2 SYS SD CARD MUL	\$29.68	1	\$29.68
	IPO R10+ IP500 T1 ADD 2CH LIC	\$99.31	8	\$794.48
	IPO R10+ IP500 VCE NTWK 4 LIC	\$363.79	6	\$2,182.74
	IPO IP500 TRNK PRI UNVRSL SNGL	\$559.44	1	\$559.44
	IPO IP500 V2 COMBO CARD ATM4 V2 TAA	\$353.36	1	\$353.36
	IPO C/D RTS 8X5 APR NBD - 500 V2 3YPP	\$3,060.00	1	\$3,060.00
	APC-BE600M1	\$225.00	1	\$225.00
	Viking PA-2A	\$135.00	1	\$135.00
	PAGING ADAPTER AND SCHEDULER	\$427.37	1	\$427.37
	Labor for Turn-key Phone System Installation, Initial Programming, & End-User Training	\$7,850.00	1	\$7,850.00
	Sheriff's Office Subtotal			\$31,851.98

Subtotal: **\$137,719.48**





*Optional

Annual Support Contract Options

Item	Description	Price	Qty	Ext. Price
	1 Year Telephony Gold Service Contract **1 Year Telephony Gold Service Agreement** Details: *Remote technical support (8x5x5) for remote programming moves, changes, and software upgrades (excludes adds) *Includes Advanced Parts Replacement Next Business Day for core system components (excludes handsets) *Includes free system upgrades when major revisions have been released and tested *Does not cover acts of God or customer abuse *Prepaid Annually *Contract customers take priority in major outages *Contract customers have 2 hour response SLA for "Out of Service" Issues *Contract customers have 24 hour response SLA for standard maintenance, adds, moves, & changes (adds & some maint services billed separately)	\$4,500.00	1	\$4,500.00
	1 Year Telephony Platinum Service Contract **1 Year Telephony Platinum Service Agreement** Details: *24x7 On-Site & Remote technical support for remote programming moves, changes, and software upgrades (excludes adds) *Includes Advanced Parts Replacement Next Business Day for core system components and handsets *Includes free system upgrades when major revisions have been released and tested *Billable services outside scope of agreement will be charged at a 10% discount from VIP's standard labor rate *Does not cover acts of God or customer abuse *Prepaid Annually *Contract customers take priority in major outages *Contract customers have 2 hour response SLA for "Out of Service" Issues *Contract customers have 6 hour response SLA for standard maintenance, adds, moves, & changes (adds & some maint services billed separately)	\$10,800.00	1*	\$10,800.00

Subtotal: **\$4,500.00**

Network Equipment

Item	Description	Price	Qty	Ext. Price
VPN Routers for: Courthouse, D1, D2, D3, Animal Shelter, and OSU Extension.				
	Meraki GX50 Ethernet Wireless Security Router - 4 x Network Port - 1 x Broadband Port - Gigabit Ethernet - VPN Supported - Wall Mountable, Desktop, Plate Mountable	\$417.81	6	\$2,506.86
	RACKMOUNT.IT Rack Shelf - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Jet Black	\$123.64	3	\$370.92
Switches:				
<ul style="list-style-type: none"> • Courthouse - 2x48 port • DA - 1x48port • Election Board - 1x24port • District 1 - 1x8port • District 2 - 1x8port • District 3 - 1x8port • Animal Shelter - 1x24port • OSU Extension - 1x24port • County Jail - 1x48port 				
	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Lifetime Limited Warranty	\$995.85	4	\$3,983.40
	Aruba Instant On 1930 24G Class4 PoE 4SFP/SFP+ 370W Switch - 28 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Lifetime Limited Warranty	\$679.15	3	\$2,037.45
	Aruba Instant On 1930 8G Class4 PoE 2SFP 124W Switch - 10 Ports - Manageable - 3 Layer Supported - Modular - 2 SFP Slots - 124 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Desktop, Rack-mountable - Lifetime Limited Warranty	\$289.12	3	\$867.36
	Aruba Instant On 1G SFP LC SX 500m OM2 MMF Transceiver - For Data Networking, Optical Network - 1 x 1000Base-SX Network - Optical Fiber - Multi-mode - Gigabit Ethernet - 1000Base-SX	\$43.79	4	\$175.16
	LC to ST 62.5 2 Meter Fiber Patch Cable	\$13.00	4	\$52.00
	Cat 6 Patch Cable Molded Booted 5' (Blue)	\$2.87	6	\$17.22
	Aruba Instant On 10G SFP+ to SFP+ 1m Direct Attach Copper Cable - 3.28 ft SFP+ Network Cable for Network Device - First End: 1 x SFP+ Network - Second End: 1 x SFP+ Network - 10 Gbit/s	\$58.08	1	\$58.08

Network Equipment

Item	Description	Price	Qty	Ext. Price
	Standard Labor to adopt, upgrade, and configure routers and switches Standard Labor	\$155.00	16	\$2,480.00

Subtotal: **\$12,548.45**

Network Cabling

Item	Description	Price	Qty	Ext. Price
Dist #1 Barn				
<ul style="list-style-type: none"> [3] Network Cable Run for Phone (Attic Work) [1] Network Cable Run for SIP Horn 				
Dist #2 Barn				
<ul style="list-style-type: none"> [3] Network Cable Run for Phone (Attic Work) [1] Network Cable Run for SIP Horn 				
Dist #3 Barn				
<ul style="list-style-type: none"> [3] Network Cable Run for Phone (Attic Work) [1] Network Cable Run for SIP Horn [1] Wireless bridge to back building 				
Courthouse/Election Board/DA Office				
<ul style="list-style-type: none"> Terminate Existing Fiber for uplinks 				
Animal Control				
<ul style="list-style-type: none"> [4] Network Drop for SIP Horn 				

Subtotal: **\$12,823.60**

Avaya IP Office Phone System for County

Prepared by:
VIP Technology Solutions Group, LLC
Colby Cook
918-279-7033
Fax 9182797099
colby@viptsg.com

Prepared for:
Pittsburg County
115 E Carl Albert Pkwy Room 100
McAlester, OK 74501
Sandra Crenshaw
boccc@pittsburg.okcounties.org
(918) 423-1338

Quote Information:
Quote #: 009833
Version: 1
Delivery Date: 03/29/2023
Expiration Date: 04/07/2023

Quote Summary

Description	Amount
Avaya IP Office Phone System	\$137,719.48
Annual Support Contract Options	\$4,500.00
Network Equipment	\$12,548.45
Network Cabling	\$12,823.60
Total:	\$167,591.53

This quote is valid for 30 days. Prices in the Quotation are excluding sales tax, any other taxes, fees, or duties. All applicable taxes will be assessed at time of invoicing. A tax exempt letter is required for tax exempt customers. Payment terms are 50% upon contract signature and 50% due upon the completion of project described in this proposal. Any changes to payment terms must be approved by both parties prior to signing. Any changes to the project scope described will be invoiced and/or credited separately and accordingly.

Additional moves, adds, or changes will be billed separately on a time and material basis. All electrical boxes and conduit must be in place where required by code or customer request.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. VIP Technology Solutions Group is authorized to do the work as specified. Payments will be made as outlined above.

Thank you for your business.


Signature

7/3/2023
Date

RESOLUTION
24-003

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 3, 2023.

WHEREAS, the Board of County Commissioners issued the following purchase order:

9182, issued on April 10, 2023 to Biz-Tel Communications in the amount of \$103,201.00 for the purchase and installation of an On-Premise VOIP PBX System

WHEREAS, due to unforeseen circumstances Biz-Tel Communications has had to withdraw their bid and the Board of County Commissioners has no alternative but to cancel the purchase order.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 9182 in the amount of \$103,201.00.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN [Signature]

VICE-CHAIRMAN [Signature]

MEMBER [Signature]

COUNTY CLERK [Signature]

RESOLUTION# 24-004

The Board of County Commissioners, Pittsburg County, Oklahoma, met in regular session on Monday, July 3 2023.

WHEREAS, The Board of County Commissioners hereby declare the following list of property from the Pittsburg County Election Board as junk, to be properly disposed of.

Brother HL-L 8360 CDW Printer Inventory Number SL 218-18

The Pittsburg County Election Board has declared the above listed equipment as junk and wishes to remove the equipment from inventory and to properly dispose of.

NOW THEREFORE BE IT RESOLVED, The Board of County Commissioners hereby authorize the above listed equipment to be declared junk property and be remove the above listed property from inventory of the Pittsburg County Election Board and properly disposed of.

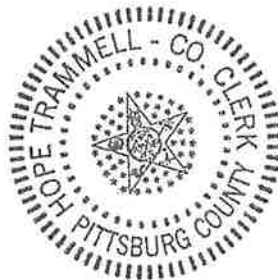
Board of County Commissioners
Pittsburg County, Oklahoma


CHAIRMAN


MEMBER


MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION
24-005

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 3, 2023.

WHEREAS, the Southeast Expo Center had the following purchase orders issued:

- 7250, issued February 12, 2023 to Johnny's A Street Market in the amount of \$500.00 for Concession Stand Supplies
- 7948, issued March 6, 2023 to Walmart Community Card in the amount of \$1,000.00 for Concession Stand Supplies
- 7955, issued March 6, 2023 to Johnny's A Street Market in the amount of \$500.00 for Concession Stand Supplies
- 7990, issued March 6, 2023 to Imperial Inc. in the amount of \$200.00 for Coffee, Creamer and Sugar
- 8642, issued April 3, 2023 to Johnny's A Street Market in the amount of \$200.00 for Concession Stand Supplies
- 8860, issued April 3, 2023 to Walmart Community Card in the amount of \$1,000.00 for Concession Stand Supplies
- 8867, issued April 3, 2023 to Imperial Inc. in the amount of \$200.00 for Coffee, Creamer and Sugar
- 9884, issued May 1, 2023 to Walmart Community Card in the amount \$1,000.00 for Concession Stand Supplies
- 9903, issued May 1, 2023 to Imperial Inc. in the amount of \$200.00 for Coffee, Creamer and Sugar

WHEREAS, the above-mentioned purchase orders were never used, are no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 7250, 7948, 7955, 7990, 8642, 8860, 8867, 9884 and 9903 in the amounts of \$500.00, \$1,000.00, \$500.00, \$200.00, \$200.00, \$1,000.00, \$200.00, \$1,000.00, \$200.00, \$1,000.00 and \$200.00 respectively, as they were never used and are no longer needed.

ATTEST:



CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

[Handwritten signatures of Board of County Commissioners and County Clerk]

RESOLUTION
24-006
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 3, 2023.

WHEREAS, the Board of County Commissioners, Pittsburg County, wish to advertise for the following for Krebs Fire Department:

One (1) Type 6 Wildland Fire Apparatus
Lease Purchase with Financing Included

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Oklahoma Statute, Title 19 O.S. § 1501.

Scaled bids will be received and filed with the Pittsburg County Clerk until Friday, July 14, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, July 14, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, July 17, 2023 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

ATTEST:

CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK



BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

LEASE PURCHASE WITH FINANCING INCLUDED
PLEASE INCLUDE OPTIONS for 3 and 5 year Annual Payments

~ INTENT OF SPECIFICATIONS ~

It shall be the intent of these specifications to cover the furnishing and delivery of a completed fire apparatus equipped as hereinafter specified.

These specifications cover only the general requirements as to the design, type of construction, and testing to which the apparatus shall conform, together with certain details as to finish, equipment, and appliances with which the successful bidder shall conform.

Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.

Loose equipment shall be provided only as stated in the following pages.

~ QUALITY AND WORKMANSHIP ~

The design of the apparatus shall meet the most current guidelines of NFPA 1906.

The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: accessibility of the various components which require periodic maintenance, ease of operation (including both pumping and driving), and symmetrical proportioning.

Construction shall be rugged with ample safety factors being provided to carry the loads specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements".

~ GENERAL CONSTRUCTION ~

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles.

Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.

~ FIRE APPARATUS WARRANTY ~

The manufacturer shall warranty the completed fire apparatus as follows:

- > Materials and Workmanship – One (1) Year
- > Stainless Steel Plumbing – Ten (10) Years
- > Extruded Aluminum Fire Body – Ten (10) Years
- > Apparatus Electrical System – Five (5) Years
- > Water Tank – Lifetime

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

**** NOTE:** See attached manufacturer warranty documents for further information and details on above provided warranties.

Components such as, but not limited to, cab and chassis, fire pump, foam systems, valves, booster reels, hose and nozzles, and lighting shall be covered by warranties issued to the purchaser from the original manufacturers.

Warranties shall not apply to the following:

- To normal maintenance and adjustments
- To parts subject to normal service / replacement (fuses, filters, ect.)
- To any apparatus which has been repaired or altered outside of the factory in any way without the prior express and written consent of a duly authorized representative of the apparatus manufacturer.
- To any apparatus which has been subject to misuse, neglect, or accident.
- To any apparatus which shall operate at any speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.

~ CUSTOMER IDENTIFICATION PLATE ~

There shall be a customer identification plate provided on the fire apparatus.
The customer identification plate shall have the following information:

- ❖ Customer Name
- ❖ Apparatus Build Job Number
- ❖ Apparatus Model Name
- ❖ Apparatus delivery Date

~ APPARATUS AS BUILT LABEL ~

There shall be a label provided inside the chassis' cab containing the following information:

- ❖ Height of the completed fire apparatus (in feet and inches).
- ❖ Length of the completed fire apparatus (in feet and inches).
- ❖ GVWR of the completed fire apparatus (in tons).

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There shall be a notation on the label that the information shown was current as of the fire apparatus completion date. Any modifications to the fire apparatus after the completion date that affects the overall height or overall length must be noted on the original label.

The label shall be located in a position that is visible by the driver while seated.

~ SEATING CAPACITY LABEL ~

There shall be a label provided inside the chassis' cab identifying the seating capacity of the fire apparatus.

The label shall be located in a position that is visible to all cab occupants.

Seating capacity for this fire apparatus is 2.

~ SEAT BELT WARNING LABEL ~

There shall be a warning label provided inside the chassis' cab stating the following:

DANGER – OCCUPANTS MUST BE SEATED AND SEAT BELTS MUST BE FASTENED WHEN APPARATUS IS IN MOTION DEATH OR SERIOUS INJURY MAY RESULT

The label shall be located in a position that is visible to all cab occupants.

~ NOISE HAZARD WARNING ~

There shall be a warning label provided inside the chassis' cab stating the following:

WARNING: Noise Hazards Occur During Siren Operation

The label shall be located in a position that is visible to all cab occupants.

~ COMPLETED APPARATUS PERFORMANCE TESTS ~

~ROAD TEST~

The completed fire apparatus shall undergo a road test with the apparatus fully loaded with a continuous run of no less than ten (10) miles.

The road test shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating.

The chassis' transmission drive shaft or shafts, and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus.

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~ELECTRICAL RESERVE CAPACITY TEST~

The completed fire apparatus engine shall be started and ran until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged.

The engine shall then be shut down, and the minimum continuous electrical load (as defined by NFPA 1906) shall be activated for ten (10) minutes.

All electrical loads shall then be turned off.

The fire apparatus engine shall then be re-started.

This test will be reported as a "PASS" or "FAIL".

~ALTERNATOR PERFORMANCE TEST AT IDLE~

The minimum continuous electrical load (as defined by NFPA 1906) shall be activated with the fire apparatus engine running at idle speed.

The fire apparatus engine temperature shall be stabilized at normal operating temperature.

The fire apparatus engine battery system shall then be tested to detect the presence of battery discharge current.

This test will be reported as a "PASS" or "FAIL".

~ALTERNATOR PERFORMANCE TEST AT FULL LOAD~

The total continuous electrical load (as defined by NFPA 1906) shall be activated with the fire apparatus engine running.

The fire apparatus electrical system voltage shall be monitored and shall not drop below 11.8-VDC for more than 120 continuous seconds.

This test duration shall be a minimum of two (2) hours.

This test will be reported as a "PASS" or "FAIL".

~ CAB AND CHASSIS ~

- ❖ Customer Supplied 2023 Ford F-450 Super Duty Chassis
- ❖ Extended Cab
- ❖ 168" WB
- ❖ 60" CA
- ❖ 7.3L Gasoline engine
- ❖ The contractor shall be responsible for painting the chassis to match their existing Wildland truck two tone race red with black upper cab.

There shall be Westin HDX black powder coated stainless steel running boards

TYPE 6 WILDLAND FIRE APPARATUS

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installed on the chassis.

~SINGLE TIRE CONVERSION PACKAGE~

There shall be a single tire conversion package installed on the chassis.

The package shall include:

Five (5) 335/80R 20 Tires

Five (5) Custom Wheels

One (1) 3" Suspension Lift Kit

All Tires/Wheels to be match mounted and dynamically balanced.

Fender Flares will be replaced with custom flares.

~ FULL REPLACEMENT FRONT BUMPER ~

There shall be a heavy duty full replacement bumper provided at the front of the apparatus.

The bumper shall have a durable textured black powder coat finish.

The bumper shall have an integral siren mount with protective expanded metal cover.

The bumper shall be constructed to mount a 12K winch inside.

The bumper shall have a monitor platform constructed as part of the bumper.

~WINCH~

A 12K winch shall be installed inside the bumper.

The winch shall have the following features.

- 12,000 lb. (5443 kg) single-line pulling capacity.
- Includes 80' of durable 3/8" galvanized steel wire rope.
- Convertible control pack can be attached to the winch or remotely mounted, allowing for various winch mounting options and looks (Relocation kit required and sold separately*).
- Gear train and motor deliver reliable pulling power that is fast, and quieter than ever.
- Satin-black powder-coated finish with stainless steel fasteners and clutch lever looks great and inhibits corrosion. Improved winch sealing to keep the elements out.
- Large diameter winch drum reduces rope wear, is light weight, and has an integrated rope anchor for easy rope installation.
- Limited Lifetime Warranty for Mechanical Components. Limited Seven (7) year warranty for Electrical Components.

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~ IN CAB COMMAND CONSOLE ~

There shall be one (1) custom fabricated smooth aluminum command console located inside the chassis' cab between the front seats.

The console will be designed and fabricated to accommodate all required switches, gauges, and components.

There shall be a grounding point and a power wire provided inside the console for wiring fire department mobile radio.

The console shall be painted.

The console lid shall be hinged, allowing for easy access for maintenance purposes.

The console lid hinge shall be a heavy duty full width stainless steel piano hinge secured with stainless steel fasteners.

There shall be a rear pocket storage compartment located at the rear of the console.

The following components shall be provided on the center command console:

- ❖ One (1) Computer control module
- ❖ One (1) radio specific mobile radio mounting faceplate.
- ❖ Two (2) microphone clip brackets
- ❖ One (1) flexible variable intensity LED map light
- ❖ Two (2) cup holders
- ❖ All electric pump controls

~ BACK UP CAMERA~

There shall be one (1) factory installed back up camera at the rear of the apparatus.

~ SWITCH CONTROL MODULE ~

The control head includes 3 section control head and 8 push buttons, 4-position slide switch with a 7-position rotary siren knob, manual air horn plus 3 traffic advisor switches and microphone with extension cable. This switch module is designed to work with the computer control module and capable of OBD II interface.

~ APPARATUS ELECTRICAL SYSTEM ~

All electrical equipment installed by the manufacturer shall conform to current automotive electrical system standards and the requirements of the applicable NFPA fire apparatus standards.

The installation shall meet SAE Standard J1128 in its latest edition for GXL or SXL temperature ratings.

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The electrical system shall consist of switches, circuit boards, relays, diodes, resistors, fuses, wiring, wiring harnesses, and connectors as required to ensure consistent and uninterrupted operation of the completed apparatus.

The electrical system shall be composed of individual wiring harnesses that are integrated as a complete unit via bulkhead type Deutsch waterproof electrical connectors located between the chassis and fire body. All GXL / SXL wiring for the apparatus shall be located within temperature resistant harnesses rated at a minimum of 280°F.

All electrical wires in each harness shall be permanently color and function coded throughout.

All electrical connections made outside of the chassis shall be made utilizing heat shrink type connectors and / or Deutsch weatherproof connectors.

All electrical circuits shall be protected with circuit breakers or fuses.

The main low voltage electrical circuit board with associated circuit breakers and fuses shall be provided in a protective metal housing in a location inside the chassis' cab which provides easy service access.

All circuit breakers and fuses located on the main low voltage electrical circuit board shall have diagnostic indicator lights providing for ease of diagnostics.

All wiring ran outside of the body will be run along structural members and loom clamped in a neat and orderly manner.

Wiring shall be routed and / or protected to eliminate exposure to moving parts or debris.

All wiring passing through metal shall be protected from tears, abrasions, or cuts by rubber grommets.

~ APPARATUS BATTERY CHARGING SYSTEM ~

The apparatus shall be provided with a battery charging/conditioning system with auto eject plug and battery status indicator. The auto eject plug and battery status shall be mounted in the fire body extrusion.

There shall be a breaker box and breakers installed, wired to the 110V side of the charger. There shall be 110v outlets installed in each compartment, controlled by the breaker box and battery charger.

~ BATTERY MASTER SWITCH AND INDICATOR LIGHT ~

The fire apparatus shall be supplied with one (1) battery disconnect switch and indicator plate.

The switch shall be rated for 180-amps continuous duty.

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The switch shall be located on the chassis' floorboard next to the driver's seat. A green indicator light shall be provided and located on the center command console. The indicator light shall be labeled – BATTERY ON

~ REMOTE START/STOP THROTTLE CONTROLS~

There shall be an electronic start/stop/throttle control for the gas fire pump located inside the cab on the custom aluminum console and at the rear mount control panel.

There shall be a 2.5" liquid filled discharge gauge with red LED backlight located inside the cab on the custom aluminum console.

There shall be a mini water level and a mini foam level indicator on the custom aluminum console.

~ D.O.T. LIGHTING ~

All required lighting complying with Federal Government Codes for vehicles of this size and design shall be provided and installed.

These lights shall include headlamps, front turn signals with hazard switch, cab marker and clearance lights, body clearance lights, reverse lights, stop-turn-tail lights, and license plate lights.

The body clearance lights, rear stop-turn-tail lights, and reverse lights shall be LED.

A license plate bracket with integrated LED lights shall be provided at the rear of the fire body.

~ NFPA UNDERBODY LIGHTING ~

There shall be eight (8) LED underbody lights provided on the apparatus.

The underbody lights shall automatically activate when the chassis' transmission is shifted into park and shall automatically deactivate when the chassis' transmission is shifted out of park.

The underbody lights will be mounted in the following locations:

- ❖ One (1) at each front corner of the fire body.
- ❖ One (1) at each chassis' cab door.
- ❖ Two (2) at the rear of the apparatus.

~ APPARATUS WILDLAND FIRE BODY ~

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

The fire body dimensions shall be approximately 110"L x 96"W.

The fire body shall be constructed entirely of heavy duty extruded aluminum.

The perimeter of the fire body shall be constructed of a custom heavy duty 5.0" x 3.0" 6061T6 aluminum extrusion.

The fire body cross members shall be constructed of heavy duty 1.5" x 3.0" National Standard 6061T6 extruded aluminum tube.

The extruded aluminum cross members shall be located on 14" centers.

The fire body mounting sills shall be constructed of 6.0" National Standard 6061T6 extruded aluminum channels..

The fire body sills shall be mounted to the fire body sub-frame utilizing a 6-point mounting system.

A rubber isolation barrier shall be provided between the chassis' frame rails and the fire body mounting sills.

There shall be .125" aluminum diamond plate covering the entire deck of the fire body.

There shall be a headache rack located at the front of the fire body.

The headache rack shall be constructed of heavy duty 3.0" x 2.0" 6061T6 extruded aluminum tube.

The headache rack shall have .125" aluminum diamond plate covering the bottom half on the front side and expanded aluminum on the top half.

There shall be a 20" walkway with step wells at the front of the fire body.

There shall be a 60"W x 12"D x .25" aluminum plate light bar mounting platform located on top of the fire body headache rack.

There shall be a 3.0" x 6.0" Steel bumper with integrated receiver tube provided at the rear of the apparatus.

The bumper shall be integrated into the fire body mounting sills and chassis' frame rails.

A chassis' fuel fill shall be provided.

A "UNLEADED FUEL ONLY" label shall be provided next to the fuel filler cap.

Mud flaps shall be located behind the chassis' rear wheels.

There shall be a 108"D x 30"W x 5.0"H long tool storage compartment provided between the fire body mounting sills, with the door opening facing the rear of the apparatus.

The compartment door shall be constructed of .125" aluminum smooth plate and shall be horizontally hinged.

Aluminum diamond plate skirting shall be applied to the underside of the fire body from the underbody compartments to the rear of the body.

TYPE 6 WILDLAND FIRE APPARATUS

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~ REAR STEPS ~

Two (2) pull-out / fold-down steps shall be provided at the rear of the fire body. A warning label shall be provided at the rear of the fire body stating the following:
WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT.

~ GRAB RAILS ~

There shall be two (2) NFPA compliant grab rails provided at the rear of the fire body. The grab rails shall be extruded aluminum with slip resistant inserts. Location of the grab rails shall be determined by the Fire Department.

~ DRIVER SIDE UPPER BODY COMPARTMENT ~

There shall be one (1) sweep-out style compartment with two (2) lift-up style compartment doors provided on the driver side deck of the fire body. Dimensions of the compartment shall be 54"L x 22"D x 30"H. The body of the compartment shall be constructed of .125" aluminum diamond plate. The compartment doors shall be constructed of .125" smooth aluminum plate and painted chassis color. Each compartment door shall be attached to the compartment body utilizing a full length stainless steel piano hinge with stainless steel fasteners. Each compartment door shall be held in the open position by two (2) heavy duty pneumatic struts. The compartment door latches shall be D-Ring style slam latches. Door latches shall not be lockable.

The compartment shall be provided with one (1) .125" smooth aluminum plate bulkhead divider, separating the compartment into two (2) separate compartments (L1 / L2).

Compartment L1 shall be provided with two (2) vertical 12" 36-light LED compartment lights, located one (1) on each side of the compartment opening. Each compartment light shall automatically activate when the compartment door is opened and shall automatically deactivate when the compartment door is closed. The front 27" compartment (L1) shall be provided with one (1) .1875" smooth aluminum plate adjustable shelf.

TYPE 6 WILDLAND FIRE APPARATUS

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Compartment L2 shall be provided with two (2) vertical 12" 36-light LED compartment lights, located one (1) on each side of the compartment opening. Each compartment light shall automatically activate when the compartment door is opened and shall automatically deactivate when the compartment door is closed. The rear 27" compartment (L2) shall be provided with one (1) .1875" smooth aluminum plate adjustable shelf.

~ PASSENGER SIDE UPPER BODY COMPARTMENT ~

There shall be one (1) sweep-out style compartment with one (1) lift-up style compartment door provided on the passenger side deck of the fire body. Dimensions of the compartment shall be 54"L x 22"D x 30"H.

The body of the compartment shall be constructed of .125" aluminum diamond plate. The compartment doors shall be constructed of .125" smooth aluminum plate and painted chassis color.

Each compartment door shall be attached to the compartment body utilizing a full length stainless steel piano hinge with stainless steel fasteners.

Each compartment door shall be held in the open position by two (2) heavy duty pneumatic struts.

The compartment door latches shall be D-Ring style slam latches. Door latches shall not be lockable.

The compartment shall be provided with one (1) .125" smooth aluminum plate bulkhead divider, separating the compartment into two (2) separate compartments (R1 / R2).

Compartment R1 shall be provided with two (2) vertical 12" 36-light LED compartment lights, located one (1) on each side of the compartment opening.

Each compartment light shall automatically activate when the compartment door is opened and shall automatically deactivate when the compartment door is closed.

The front 27" compartment (R1) shall be provided with one (1) .1875" smooth aluminum plate adjustable shelf.

Compartment R2 shall be provided with two (2) vertical 12" 36-light LED compartment lights, located one (1) on each side of the compartment opening.

Each compartment light shall automatically activate when the compartment door is opened and shall automatically deactivate when the compartment door is closed.

The rear 27" compartment (R2) shall be provided with one (1) .1875" smooth aluminum plate adjustable shelf.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

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~ APPARATUS OPEN DOOR WARNING SYSTEM ~

Each compartment door shall be wired into the apparatus open door warning system. The apparatus open door warning system shall have a red LED warning light and audible alarm located inside the chassis' cab.

The red LED warning light shall be labeled "WARNING OPEN DOOR".

The open door warning light shall be activated any time a compartment door is open and the chassis' transmission is in park.

The open door warning light and alarm shall be activated any time a compartment door is open and the chassis' transmission is shifted out of park.

~ DRIVER SIDE DUNNAGE COMPARTMENT ~

There shall be a 54"L x 17"W x 8"H dunnage storage compartment located on top of the driver side upper body compartment.

The dunnage storage compartment shall hold 150' of 1.75" double jacket fire hose.

The dunnage storage compartment shall be constructed of aluminum diamond plate.

The dunnage storage compartment lid shall be made from .125 aluminum diamond plate.

There shall be two gas struts to hold the lid in the open position.

~ PASSENGER SIDE DUNNAGE COMPARTMENT ~

There shall be a 54"L x 17"W x 8"H dunnage storage compartment located on top of the passenger side upper body compartment.

The dunnage storage compartment shall hold 150' of 1.75" double jacket fire hose.

The dunnage storage compartment shall be constructed of aluminum diamond plate.

The dunnage storage compartment lid shall be made from .125 aluminum diamond plate.

There shall be two gas struts to hold the lid in the open position.

~COMPARTMENT MATTING~

All upper compartments, trays and aluminum dunnage shall have dri-deck tile installed.

~ APPARATUS FASTENERS ~

All fasteners utilized for construction of the fire apparatus shall be stainless steel.

~ CORROSION RESISTANCE TREATMENT ~

Electrolysis Corrosion Kontrol shall be utilized throughout the manufacturing process of the apparatus.

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ECK is a proven and patented coating that is utilized to prevent dissimilar metal corrosion of all metals including stainless steel, aluminum, cold rolled steel, and brass. ECK prevents corrosion by providing a barrier between dissimilar metals, sealing out moisture, and absorbing energy created by a dissimilar metal reaction. ECK is also dielectric and can be utilized on electrical connections. All stainless steel fasteners utilized in the manufacturing process shall be pre-treated with ECK prior to being utilized on the apparatus. ECK shall be applied to ANY areas where dissimilar metals come into, or may come into contact with each other.

~ POLYPROPYLENE WATER TANK ~

One (1) polypropylene water tank shall be provided with the apparatus.

The color of the tank shall be black.

The water tank shall have a capacity of 400 gallons.

The integral foam tank shall hold 12 gallons.

The water tank shall be baffled to help prevent sudden movement of the water while driving.

The water tank baffling shall meet or exceed published NFPA standards.

The tank shall have one (1) 8.0" square blue water fill tower with incorporated 3.0" vent / overflow pipe and removable polypropylene screen.

The tank shall have one (1) 8.0" square green foam fill tower with incorporated 3.0" vent / overflow pipe and removable polypropylene screen.

The fill towers shall be located at the front of the water tank.

The water tank shall have one (1) liquid level sight gauge located on the rear wall of the tank.

The water tank shall have a 3.0" FNPT tank suction located on the left lower rear wall of the tank.

The 3.0" tank suction shall be provided with a recessed sump with anti-swirl plate.

The water tank shall have a 1.5" FNPT recirculation fitting.

The water tank shall have a 1.0" FNPT drain fitting located at the rear of the water tank.

The tank drain shall be plumbed to the underside of the fire body with 1.0" stainless plumbing.

A 1.0" stainless steel full port quarter-turn industrial valve shall be provided for the tank drain.

The water tank shall have two (2) heavy duty mounting tabs molded into the floor of the tank.

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There shall be two (2) auxiliary mounting blocks located on top of the water tank. These mounting blocks can be utilized for mounting equipment to the top of the water tank.

The water tank shall have a lifetime warranty.

The tank shall be recessed into the floor of the body.

There shall be 8"H raised sides on the tank to facilitate a dunnage storage area. The raised sides shall not encompass the fill towers.

~ STAINLESS STEEL PLUMBING SYSTEM ~

All plumbing on the apparatus shall be heavy duty welded stainless steel plumbing. All plumbing connections shall be completed by either Victaulic couplers or 4-bolt flanges.

When required, a high pressure hose shall be utilized with welded stainless steel fittings.

DISCHARGES

The discharge plumbing from the fire pump to the water distribution manifold shall be plumbed with 2.5" welded stainless steel pipe.

The discharge plumbing shall integrate into the fire pump discharge with a stainless steel 4-bolt flange and shall integrate into the water distribution manifold with a 2.5" Victaulic fitting.

The water distribution manifold shall be a 4.0" square stainless steel tube.

The water distribution manifold shall have the following inlets / outlets:

One (1) 2.5" Victaulic fitting for the 2.5" plumbing from the fire pump.

- One (1) 1.5" 4-bolt flange for the walkway whip lines.
- One (1) 1.5" 4-bolt flange for the rear 1.5" discharge
- Two (2) 1.0" 4-bolt flange for the booster reels.
- One (1) 1.0" 4-bolt flange for the 1.0" discharge. A ¾"GH adapter shall be provided.
- One (1) 2.0" Nipple for the monitor valve connection
- One (1) 1.0" 4-bolt flange for the ground sweep plumbing

There shall be one (1) 1.0" water tank refill / recirculation line provided.

The refill / recirculation line shall be controlled by a 1.0" stainless steel full port, full flow gate valve.

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CUSTOM SPECIFICATIONS FOR:

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The refill / recirculation line plumbing shall be a high pressure hose with welded stainless steel fittings.

There shall be one (1) 1.5" discharge plumbed from the water distribution manifold to the walkway.. The discharge shall be plumbed with 1.5" high pressure flexible hose with welded stainless steel fittings.

This discharge shall terminate in the walkway with a welded T and threaded swivels for use on the whip lines.

There shall be one (1) 1.5" discharge plumbed from the water distribution manifold to the front of the apparatus. The discharge shall be plumbed with 1.5" high pressure flexible hose with welded stainless steel fittings.

There shall be one (1) 1.5" MNST discharge provided at the rear of the apparatus. The entire 1.5" discharge assembly (manifold to valve – valve to discharge) shall be composed entirely of welded stainless steel and shall contain no threaded connections. The 1.5" discharge shall terminate with MNST threads and shall be provided with a chrome 1.5" rocker lug cap and chain.

There shall be one (1) 1.0" discharge plumbed from the water distribution manifold to the booster reel.

There shall be one (1) 1.0" MNST discharge provided at the rear of the apparatus. The entire 1.0" discharge assembly (manifold to valve – valve to discharge) shall be composed entirely of welded stainless steel and shall contain no threaded connections. The 1.0" discharge shall terminate with MNST threads and shall be provided with a chrome 1.0" rocker lug cap and chain. A 3/4" GH adapter shall be supplied.

The complete discharge plumbing system shall be hydrostatically tested at 300 psi for two (2) minutes.

This shall be completed to test the integrity of the plumbing system and to verify the plumbing system is leak free.

INTAKES

The tank to pump plumbing shall be 3.0" welded stainless steel.

A wire reinforced flexible connection shall be located between the water tank and tank to pump valve, providing for reduced fire pump vibration and ease of service.

The tank to pump plumbing shall connect to the fire pump intake by a Victaulic coupler.

There shall be a 2.5" gated suction intake provided at the rear of the apparatus.

The suction intake shall terminate with a chrome 2.5" FNST swivel connection with integrated suction screen.

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CUSTOM SPECIFICATIONS FOR:

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The suction intake shall be provided with a chrome 2.5" rocker lug plug and chain.

PLUMBING SYSTEM DRAINS

Drain valves shall be provided to adequately drain the entire plumbing system to prevent freezing.

LABELING

The pump operator's panel, all discharges, and all intakes shall be labeled.

APPARATUS VALVES

All discharge and intake valves provided (unless otherwise noted in the specifications) shall be 4-bolt flange brass fire service heavy duty, full flow, quarter-turn discharge valves with chromed handles.

~ APPARATUS FIRE PUMP ~

There shall be one (1) pump with 20-HP gasoline engine mounted at the rear of the apparatus on the aluminum skid pump mounting platform.

Performance

The pump / engine shall perform to the standards of ISO 9 and NFPA 1906.
The fire pump shall have the following performance from draft:

- > 150 GPM @ 100 PSI
- > 50 GPM @ 150 PSI

Pump Primer

The priming pump shall be an oil-less electric primer

Pump Suction

The pump suction inlet shall be a 4.0" victaulic connection.

Pump Discharge

The pump discharge shall be a 2.5" 4 bolt flange connection.

Pump Engine

The engine shall be a overhead valve (OHV) air cooled gasoline engine.

Pump Engine Fuel Supply

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CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

The engine shall be plumbed into the chassis fuel system.

~ PUMP OPERATOR'S PANEL ~

There shall be a custom fabricated pump panel located at the rear of the apparatus. The panel shall be constructed of .125" smooth aluminum plate and shall have a DA sanded finish.

The pump panel shall include the following items:

- ❖ Master On / Off Power Switch
- ❖ Push Button Start
- ❖ Choke Control
- ❖ Throttle Control
- ❖ Electric Primer Control
- ❖ One (1) 2.5" 0-400 psi Master Discharge Gauge
- ❖ Low Oil Pressure Warning Light
- ❖ One (1) 12" 36-Light LED Panel Light with Brushed Aluminum Light Shroud
- ❖ Trident foam system controller
- ❖ Scene Light Switch
- ❖ LED Water Level Indicator
- ❖ LED Foam Level Indicator

~ BOOSTER REEL ~

Dual heavy duty booster reels shall be provided, mounted one at each rear corner of the fire body, pulling from the sides.

The booster reel shall be plumbed with 1.0" high pressure hose with welded stainless steel fittings.

The booster reel shall be provided with a 40-amp. automatic reset circuit breaker for added protection of the booster reel motor.

The booster reel shall be provided with a single chrome hose roller and spool assembly. The booster reel shall be provided with one (1) push button rewind switch, located at the booster reel location.

The booster reel shall have one (1) manual rewind crank assembly. The crank assembly shall be provided loose with the fire apparatus upon delivery.

The driver's booster reel shall be provided with 150' x 1.0" red rubber booster hose with low profile powder coated aluminum couplings.

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CUSTOM SPECIFICATIONS FOR:

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The passenger side booster reel shall be provided with 200' x 1.0" lightweight booster hose, yellow in color.
Nozzles not included.

~FOAM SYSTEM~

There shall be a through the pump foam induction system installed. Foam will be supplied to all discharges.

~WHIP LINES~

There shall be two (2) 5' x 1.0" forestry whip lines provided in the walkway, connected to the swivel fittings. Nozzles not included.

~ NOZZLE CLIP ~

Four (4) holders shall be provided and located as directed by the Fire Department.

~GROUND SWEEPS~

There shall be two (2) ground sweep nozzles provided at the front of the apparatus, located one (1) at the driver front corner and one (1) at the passenger front corner.

There shall be two (2) ground sweep nozzles provided at the mid body of the apparatus, located one (1) at the driver front corner of the fire body and one (1) at the passenger front corner of the fire body.

Driver side ground sweeps (front and mid-body) shall be operated with one (1) stainless steel electric valve. Passenger side ground sweeps (front and mid-body) shall be operated with one (1) stainless steel electric valve.

There shall be two (2) ground sweep nozzle switches, one (1) for the driver side ground sweep nozzles and one (1) for the passenger side ground sweep nozzles. The switches shall be located on the center console located in the cab.

Each ground sweep nozzle shall have a protective guard mounted over it.

~ FRONT REMOTE CONTROLLED MONITOR ~

There shall be a Forestry monitor provided at the front of the apparatus, mounted on the full replacement front bumper monitor mounting platform. The monitor shall be mounted so that it can be seen from the driver's seat.

The monitor shall have a 2.25" hard coat anodized aluminum waterway with a durable red powder coat finish.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

The monitor shall have a vertical elevation range of 90-degrees above horizontal and 45-degrees below horizontal.

The monitor shall have a 180-degree horizontal travel range (90-degrees each side of center).

The monitor motor control circuits shall utilize position encoders and current limiting to protect the monitors drive train at the ends of travel.

The monitor shall have manual override controls for horizontal movement, vertical movement, and nozzle pattern control.

The monitor water flow shall be controlled by an electrically controlled stainless steel full port ball valve.

The valve shall be located at the rear of the apparatus bolted onto the stainless steel main water distribution manifold by a 4-bolt flange.

The monitor shall have a variable pattern, manually adjustable 30-125 GPM nozzle.

The monitor shall have a joystick control module that shall control the monitor's horizontal rotation, vertical elevation, and nozzle pattern.

The joystick shall also have a trigger lever which shall serve as a momentary type control for the monitor's water flow.

The monitor's electric drives and monitor mounted control panel shall be waterproof.

~COOLER STORAGE~

There shall be a cooler storage tray located on the deck, at the rear of the body, between the fire pump and passenger booster reel. This tray shall be designed with a cut out for the cooler drain so the cooler does not need to be removed to drain.

~ APPARATUS EMERGENCY WARNING SYSTEM ~

An emergency warning package shall be provided on the fire apparatus.

The complete emergency warning package shall be compliant to the current edition of NFPA 1906 guidelines.

EMERGENCY LIGHTING

An NFPA LED 56" LED light bar shall be provided.

The light bar shall feature ultra bright, ultra wide angle, all linear Super-LED technology.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

The light bar shall be mounted at the front of the fire body on the light bar mounting platform. The lightbar includes alley and takedown lights.

There shall be eight (8) LED light heads with chrome bezels provided. Each light head shall feature six (6) Super-LED diodes with 69 scan-lock flash patterns. The light heads shall be located as follows:

- ❖ Two (2) at the front of the apparatus, mounted on the full replacement front bumper.
- ❖ One (1) on each chassis front fender.
- ❖ One (1) on each side of the fire body, front
- ❖ One (1) on each side of the fire body, rear
- ❖ Two (2) at the rear of the apparatus, mounted on the rear of the fire body.

There shall be 4 rear facing 7" LED light heads installed.

~AUDIBLE WARNING~

One (1) full function siren control head with wired microphone shall be provided and designed to integrate with the multi function control head.

The siren control head shall be located inside the chassis' cab in the center command console.

One (1) 100-watt siren speaker shall be provided.

The siren speaker shall be mounted at the front of the apparatus, within the full replacement front bumper.

One (1) back-up alarm shall be provided.

The back-up alarm shall have a 97 dB sound output.

The back-up alarm shall be mounted at the rear of the fire body in a protected location.

~SCENE LIGHTS~

There shall be one 20" LED off road bar on the front bumper.

There shall be two (2) 28K lumen, telescoping scene lights mounted on the rear of the upper compartments. Each scene light shall be controlled by a switch on the center console.

~ APPARATUS WORK LIGHTING ~

There shall be four (4) LED work lights provided.

The work lights shall be located as follows:

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

❖ One (1) on each side of the light bar mounting platform, facing the rear of the apparatus.

❖ Two (2) at the rear of the fire body

The work lights on the headache rack shall be controlled by a single switch from inside the chassis' cab from the switch module. The work lights at the rear of the apparatus shall be controlled from the rear pump control panel.

There shall be two LED lights in the walkway.

~WIRELESS INTERCOM~

There shall be a two person wireless intercom system with headsets installed on the apparatus. The system shall include two (2) wireless, radio transmit headsets.

~DRIP TORCH~

There shall be one (1) drip torch and holder installed on the apparatus. The location shall be determined at the pre-build meeting.

~ APPARATUS REFLECTIVE STRIPING ~

A reflective striping package shall be provided around the perimeter of the apparatus, meeting NFPA 1906 current edition standards.

The reflective striping package shall consist of the following:

❖ 1.0" / 4.0" / 1.0" reflective Z stripe on each side of the chassis' body and straight on each upper body compartment door – Color of stripe and design to be determined by the Fire Department.

❖ 4.0" reflective stripe within the fire body perimeter extrusion – Color of stripe to be determined by Fire Department.

❖ Red / Yellow Chevron pattern reflective striping on rear vertical skirt of fire body.

~ APPARATUS LETTERING ~

Fire Department specific lettering shall be provided on the apparatus as directed by the Fire Department.



TENTATIVE BUDGET
PITTSBURG COUNTY ANIMAL SHELTER
FY 2023-2024

<u>ACCOUNT NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT BUDGETED</u>	<u>FIRST HALF</u>
PERSONAL SERVICES (AS-1A)	1316-1-8020-1110	\$ 449,846.90	\$ 224,923.45
HEALTH INSURANCE	1316-1-8020-1222	\$ 73,428.12	\$ 36,714.06
TRAVEL (AS-1B)	1316-1-8020-1310	\$ 200.00	\$ 100.00
MAINTENANCE & OPERATIONS (AS-MO)	1316-1-8020-2005	\$ 125,000.00	\$ 62,500.00
CAPITAL OUTLAY (AS-3)	1316-1-8020-4110	\$ 10,000.00	\$ 5,000.00
PROPERTY INSURANCE (AS-5)	1316-1-8020-2065	\$ 6,500.00	\$ 3,250.00
WORKERS COMP (AS-6)	1316-1-8020-1234	\$ 3,500.00	\$ 1,750.00
UNEMPLOYMENT (AS-7)	1316-1-8020-1233	\$ 2,800.00	\$ 1,400.00
TOTAL 'TENTATIVE' BUDGET FY 2023		\$ 671,275.02	\$ 335,637.51

We, the Board of County Commissioners, Pittsburg County, do hereby approve the Account Names, Account Numbers and Amounts Budgeted as the Animal Shelter M&O "Tentative" Budget for the First Half of Fiscal Year of 2023-2024.

Passed and Adopted this 3rd day of July, 2023.

BOARD OF COUNTY COMMISSIONERS
 PITTSBURG COUNTY, OKLAHOMA

[Signature]
 CHAIRMAN

[Signature]
 VICE-CHAIRMAN

[Signature]
 MEMBER

ATTEST:



[Signature]
 COUNTY CLERK

PERMIT# 24-001

STATE OF OKLAHOMA
COUNTY OF PITTSBURG
APPLICATION FOR PERMIT
PUBLIC SERVICE/PIPELINE CROSSING

We, the undersigned, hereby petition the Board of County Commissioners, Pittsburg County, to grant a permit for a public service, pipeline crossing, ingress and egress, or line installation as described below and in accordance with the provisions as listed.

PLEASE PRINT
PUBLIC SERVICE/PIPELINE OWNER NAME: Trinity Operating (USG) LLC.

CONTACT: Richard Sondaggera EMAIL: rsondaggera@yahoo.com

ADDRESS: 24 E. Choctaw Ave., Ste 201 PHONE: 918-917-0192

CITY: WEA Lester STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: Aquahawk

CONTACT: Kevin Carr EMAIL: kcarr@aquahawkenergy.com

ADDRESS: 3869 S. Forrest Hill Rd PHONE: 580-889-0677

CITY: Atoka STATE: OK ZIP CODE: 74525

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input type="checkbox"/> Permanent Line	<input checked="" type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Temporary Line	<input checked="" type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input checked="" type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input checked="" type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer				<input type="checkbox"/> Other:
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a Temp. Water line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using Water.

LOCATION
Beginning at 34.91312 and Cross freeway route Highwater Rd.
-95.93381 Cross or Parallel E1450 Rd.
GPS Location (in decimals) County Road Name

Approximately 3/4 miles East of Haywood Rd. & Hwy 31A and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.91303 Embraced in Section 16 Township 5N Range 13E
-95.9338
GPS Location (in decimals)

Faye Paul

PIPELINES	ELECTRIC
SIZE <u>10"</u>	VOLTAGE _____
ALLOY/MATERIAL <u>Low Flat</u>	CONDUCTOR SIZE _____
WALL THICKNESS <u>1/4"</u>	TYPE OF STRUCTURE _____
CONTENTS <u>Water</u>	RULING SPAN _____
MFG. TEST PRESSURE <u>350 PSI</u>	
MAX. OPERATING PRESSURE <u>250 PSI</u>	
WORKING PRESSURE <u>150 PSI</u>	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GAUGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	

CASING
 SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does Does Not

fall within any floodplain.

Tawanna Cathey
 Signature, Pittsburg County Floodplain Administrator

(Administrator: Please attach a copy of the floodplain permit and receipt where permit was paid if road crossing is within a floodplain)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: RS

2. Application for road crossing must be submitted **no later than 5 days before a meeting** of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor shall contact the County Commissioners Office at the completion of crossing for an onsite inspection.

Initial: RS

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: RS

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: RS

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: RS

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: RS

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: RS

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: RS

9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: RS

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

number, size of facility, and emergency contact number in black with a yellow background. Marker must be at least 130 sq. inches in area and erected at a height plainly visible from the road right-of-way.

All underground electric cable crossings must be placed in a conduit and be a minimum of 4 feet below the ditch flow lines. Conduit placed beneath a roadway must be steel, HDPE, heavy-duty PVC, or fiberglass if it is designed to withstand roadway loading and is properly protected.

Steel pipelines crossing the right-of-way may be, upon approve of the Commissioner, installed without encasement if the carrier pipe material within the right-of-way is superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be properly protected from corrosion.

Facilities such as water and sanitary sewer lines crossing the county right-of-way shall be encased. Maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic. All conduits shall be sufficient to withstand roadway loadings.

Initial: RS

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: RS

12. Owners of all facilities shall be responsible, at their own expense, for decommissioning of sites. Roads and right-of-way shall be restored to the original condition or better.

Initial: RS

13. All road crossings shall comply with all Department of Transportation and/or Oklahoma Corporation Commission pipeline safety standards rules and regulations in effect at the time of the permit.

Initial: RS

14. All pipelines made of non-metallic materials must have a tracer wire installed so the pipeline can be located from above the ground.

Initial: RS

15. Above ground water lines are temporary and shall be placed within three (3) feet of fence line or county right-of-way as not to disrupt road maintenance. All temporary water lines shall be marked or identified with a company contact number or sign at every county road crossing.

The type of temporary road crossing, either above the road surface or trenched, are at the discretion of the individual commissioner. Trenched lines shall be at sufficient depth as to not interfere with normal maintenance and shall be removed at applicant's expense. The owner, firm or company requesting the permit for temporary or permanent line(s) shall be responsible for all damages to county roads or right-of-way caused by such installation. Temporary installation permits are for a period of thirty (30) days. A new permit will be required for each thirty (30) day time period.

Initial: RS

16. Any pipe or tin horns to be installed shall be a beveled end at a 45° angle with concrete end treatments. The commissioner shall approve proper diameter of pipe.

Initial: RS

FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore - Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

Richard Sanagapan
Petitioner/Contractor Signature

6/26/23
Date

Agent
Title

918-917-0192
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 3rd day of July, 2023.

Pittsburg County District # 3

Company Check# 1356 Date of Check 6/26/23 Amount of Check \$1500.00

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk

PERMIT# 24.002

STATE OF OKLAHOMA
COUNTY OF PITTSBURG
APPLICATION FOR PERMIT
PUBLIC SERVICE/PIPELINE CROSSING

We, the undersigned, hereby petition the Board of County Commissioners, Pittsburg County, to grant a permit for a public service, pipeline crossing, ingress and egress, or line installation as described below and in accordance with the provisions as listed.

PLEASE PRINT
PUBLIC SERVICE/PIPELINE OWNER NAME: Arkoma Water Resources

CONTACT: Joe Y Bond EMAIL: joe.y.bond@gmail.com

ADDRESS: _____ PHONE: 918-649-7849

CITY: McAlester STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: J Price Energy Services

CONTACT: Jeremie Whorton EMAIL: jeremie.whorton@jpriceenergy.com

ADDRESS: 19213 W. US Hwy 70 PHONE: 580-980-2238

CITY: Madill STATE: OK ZIP CODE: 73446

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input checked="" type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input type="checkbox"/> Fresh Water	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer				<input type="checkbox"/> Other:
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a Pipe line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using Produced Water.

LOCATION

Beginning at 34.91986389 and Cross freeway route Double Springs Road
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 0.52 miles South of N Pine Hollow Rd 1440 and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.91985833
96.01860000 Embraced in Section 10 Township 5N Range 12E
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE <u>8"</u>	VOLTAGE _____
ALLOY/MATERIAL <u>Poly</u>	CONDUCTOR SIZE _____
WALL THICKNESS <u>SDR 7</u>	TYPE OF STRUCTURE _____
CONTENTS <u>Produced water</u>	RULING SPAN _____
MFG. TEST PRESSURE <u>450 PSI</u>	
MAX. OPERATING PRESSURE <u>150 PSI</u>	
WORKING PRESSURE <u>100 PSI</u>	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GAUGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	

CASING SIZE 12" ALLOY/MATERIAL Steel WALL THICKNESS 1/2"

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawana Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

Does Does Not

fall within any floodplain.

Tawana Cathey
Signature, Pittsburg County Floodplain Administrator

(Administrator: Please attach a copy of the floodplain permit and receipt where permit was paid if road crossing is within a floodplain)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: JB

2. Application for road crossing must be submitted *no later than 5 days before a meeting* of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor shall contact the County Commissioners Office at the completion of crossing for an onsite inspection.

Initial: JB

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: JB

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: JB

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: JB

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: JB

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: JB

8. Relocation - Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: JB

9. Aerial facilities - Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: JB

10. Underground facilities - All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

number, size of facility, and emergency contact number in black with a yellow background. Marker must be at least 130 sq. inches in area and erected at a height plainly visible from the road right-of-way.

All underground electric cable crossings must be placed in a conduit and be a minimum of 4 feet below the ditch flow lines. Conduit placed beneath a roadway must be steel, HDPE, heavy-duty PVC, or fiberglass if it is designed to withstand roadway loading and is properly protected.

Steel pipelines crossing the right-of-way may be, upon approve of the Commissioner, installed without encasement if the carrier pipe material within the right-of-way is superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be properly protected from corrosion.

Facilities such as water and sanitary sewer lines crossing the county right-of-way shall be encased. Maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic. All conduits shall be sufficient to withstand roadway loadings.

Initial: JB

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: JB

12. Owners of all facilities shall be responsible, at their own expense, for decommissioning of sites. Roads and right-of-way shall be restored to the original condition or better.

Initial: JB

13. All road crossings shall comply with all Department of Transportation and/or Oklahoma Corporation Commission pipeline safety standards rules and regulations in effect at the time of the permit.

Initial: JB

14. All pipelines made of non-metallic materials must have a tracer wire installed so the pipeline can be located from above the ground.

Initial: JB

15. Above ground water lines are temporary and shall be placed within three (3) feet of fence line or county right-of-way as not to disrupt road maintenance. All temporary water lines shall be marked or identified with a company contact number or sign at every county road crossing.

The type of temporary road crossing, either above the road surface or trenched, are at the discretion of the individual commissioner. Trenched lines shall be at sufficient depth as to not interfere with normal maintenance and shall be removed at applicant's expense. The owner, firm or company requesting the permit for temporary or permanent line(s) shall be responsible for all damages to county roads or right-of-way caused by such installation. Temporary installation permits are for a period of thirty (30) days. A new permit will be required for each thirty (30) day time period.

Initial: JB

16. Any pipe or tin horns to be installed shall be a beveled end at a 45° angle with concrete end treatments. The commissioner shall approve proper diameter of pipe.

Initial: JB

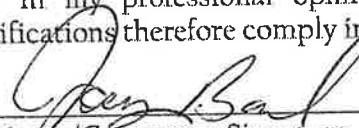
FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore – Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.


Petitioner/Contractor Signature

6/29/23
Date

Land Consultant
Title

918-649-7849
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 3rd day of July, 2023.

Pittsburg County District # 3

Company Check# 6/29/23 Date of Check 1375 Amount of Check \$3000⁰⁰

COMMISSIONERS COMMENTS/CHANGES:

\$3,000⁰⁰ year 24.002, 24.003 + 24.004

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk



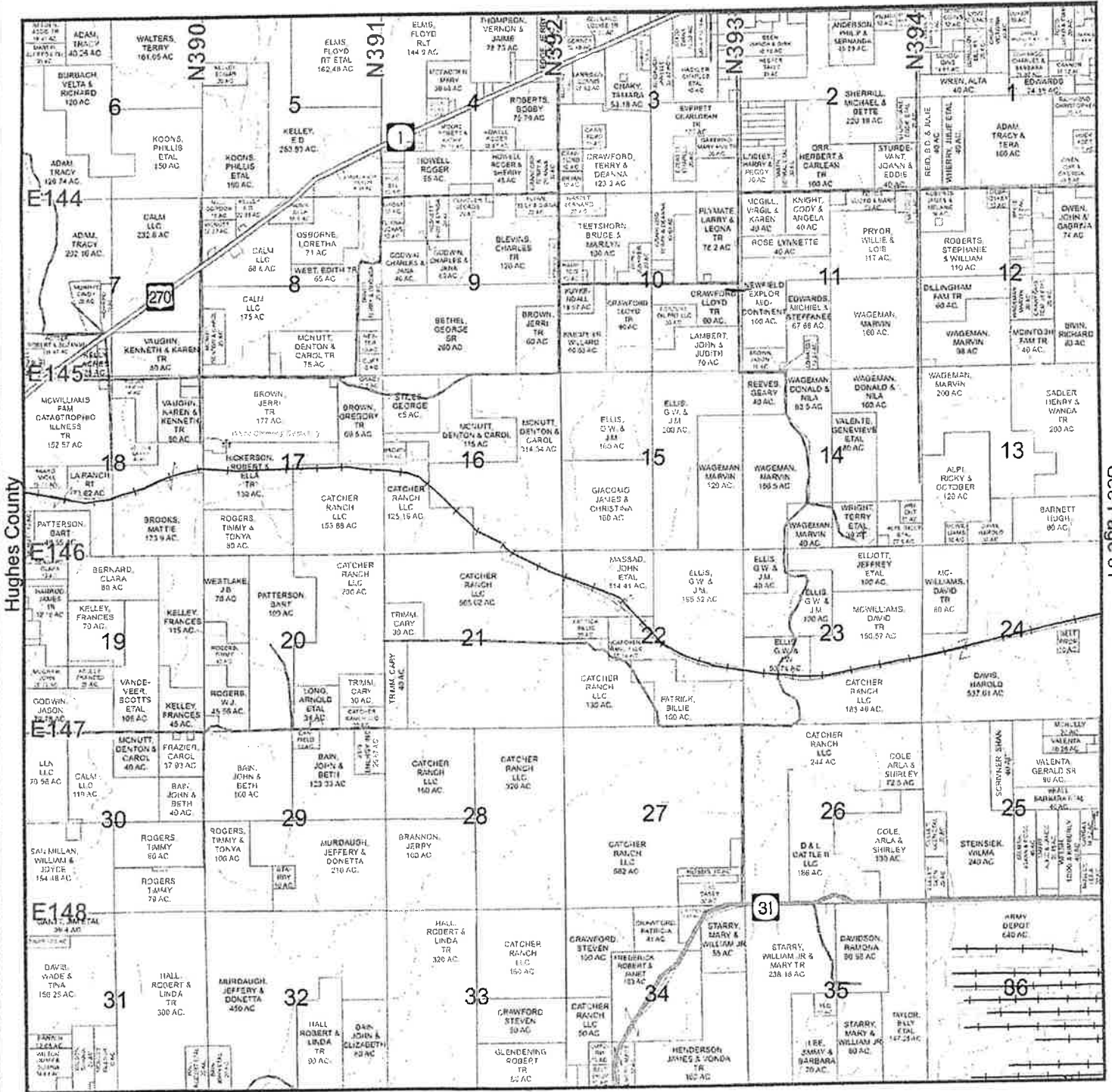
©2014 Visual Lease Services, Inc.

T 5N R12E

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0 0.25 0.5 1 Miles

See Page 24



See Page 36

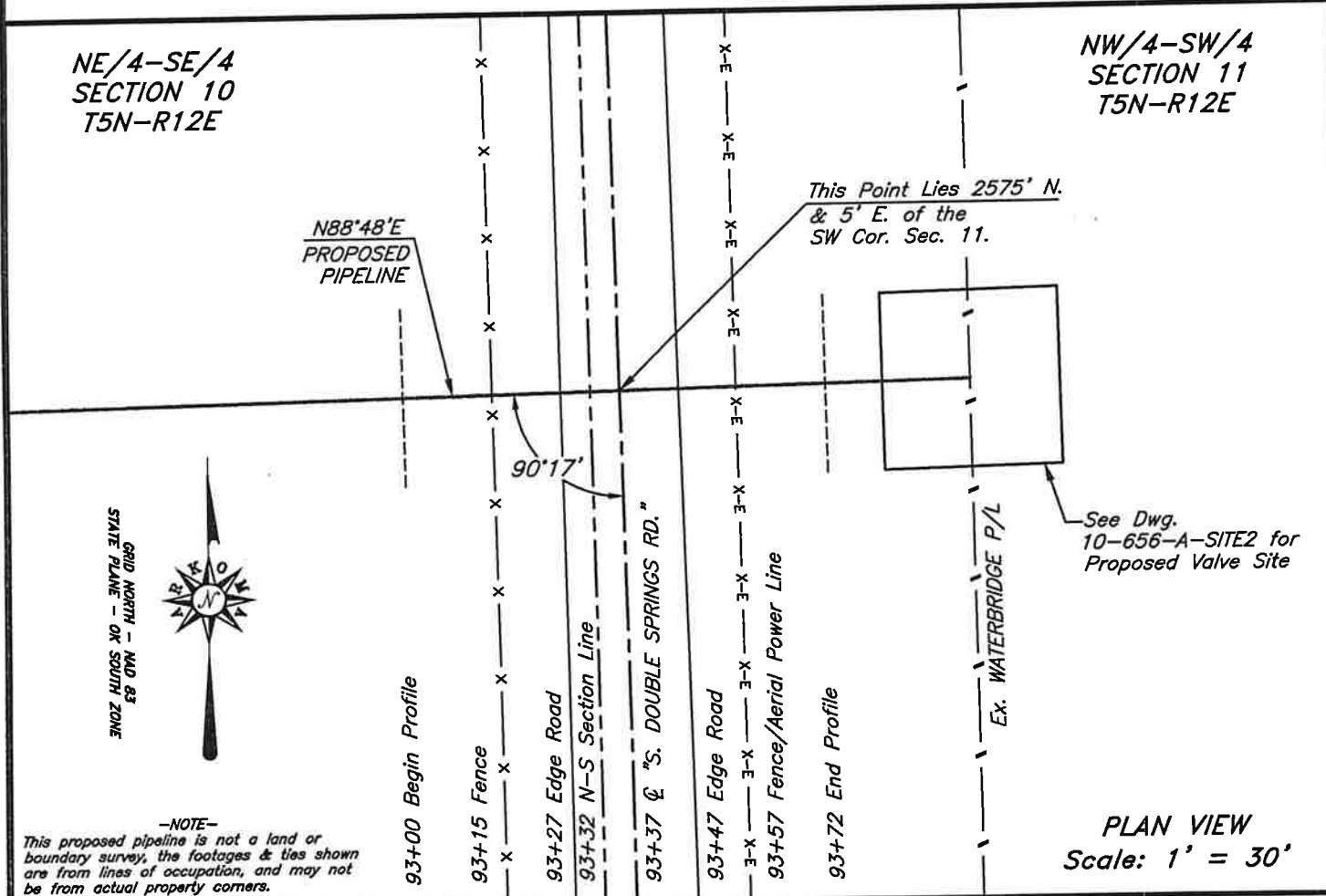
Your Advertisement Could be here...

Call: Miranda at (405) 379-5280

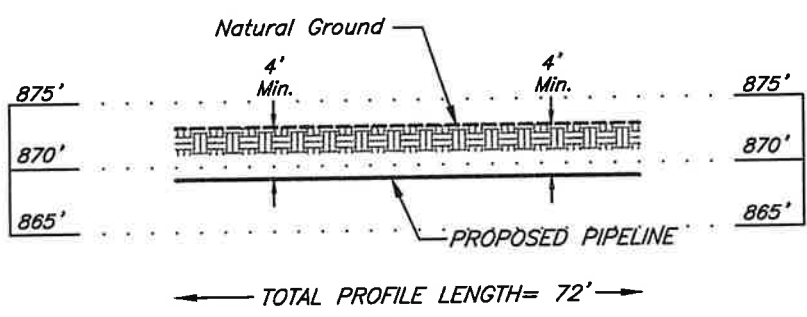
See Page 31

PLAN AND PROFILE

FOR A PROPOSED 8" POLY SWD PIPELINE CROSSING "S. DOUBLE SPRINGS RD."
 IN A PART OF THE NE/4-SE/4 SECTION 10 & NW/4-SW/4
 SECTION 11, T5N-R12E, PITTSBURG COUNTY, OKLAHOMA



-NOTE-
 This proposed pipeline is not a land or boundary survey, the footages & ties shown are from lines of occupation, and may not be from actual property corners.



Note:
 This "Plan and Profile" is for informational purposes only and does not represent any design work for a potential bore, but rather to provide the elevation data for client to decide if a bore is necessary. Please contact Arkoma Surveying and Mapping if a "Bore Design Plat" is needed.

- 93+00, EL.=873'
- 93+15, EL.=873'
- 93+27, EL.=873'
- 93+37, EL.=873'
- 93+47, EL.=873'
- 93+57, EL.=873'
- 93+72, EL.=873'

PROFILE VIEW
 Scales:
 Horizontal: 1" = 30'
 Vertical: 1" = 15'

CERTIFICATION:



PERMIT# 24.003

STATE OF OKLAHOMA
COUNTY OF PITTSBURG
APPLICATION FOR PERMIT
PUBLIC SERVICE/PIPELINE CROSSING

We, the undersigned, hereby petition the Board of County Commissioners, Pittsburg County, to grant a permit for a public service, pipeline crossing, ingress and egress, or line installation as described below and in accordance with the provisions as listed.

PLEASE PRINT
PUBLIC SERVICE/PIPELINE OWNER NAME: Arkoma Water Resources

CONTACT: Joey Bond EMAIL: jocyb0070@gmail.com

ADDRESS: 24 E. Choctaw Ave. Suite 201 PHONE: 918-649-7849

CITY: McAlester STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: J Price Energy Services

CONTACT: Jeremie Whorton EMAIL: jeremie.whorton@jpriceenergy.com

ADDRESS: 19213 W. US Hwy 70 PHONE: 580-980-2238

CITY: Madill STATE: OK ZIP CODE: 73446

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input checked="" type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input type="checkbox"/> Fresh Water	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer				<input type="checkbox"/> Other:
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a pipe line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using Produced water.

LOCATION

Beginning at 34.91994722 and Cross freeway route E 1445 Rd
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 0.1 miles East of S. Buffalo Rd. and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.92003056
96.03602500 Embraced in Section 10 Township 5N Range 12E
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE <u>8"</u>	VOLTAGE _____
ALLOY/MATERIAL <u>Poly</u>	CONDUCTOR SIZE _____
WALL THICKNESS <u>SDR7</u>	TYPE OF STRUCTURE _____
CONTENTS <u>Produced Water</u>	RULING SPAN _____
MFG. TEST PRESSURE <u>450 PSI</u>	
MAX. OPERATING PRESSURE <u>150 PSI</u>	
WORKING PRESSURE <u>100 PSI</u>	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GUAGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	

CASING SIZE 12" ALLOY/MATERIAL Steel WALL THICKNESS 1/2"

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does X Does Not

fall within any floodplain.

Tawanna Cathey
Signature, Pittsburg County Floodplain Administrator

(Administrator: Please attach a copy of the floodplain permit and receipt where permit was paid if road crossing is within a floodplain)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: JB

2. Application for road crossing must be submitted *no later than 5 days before a meeting* of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor shall contact the County Commissioners Office at the completion of crossing for an onsite inspection.

Initial: JB

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: JB

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: JB

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: JB

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: JB

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: JB

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: JB

9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: JB

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

number, size of facility, and emergency contact number in black with a yellow background. Marker must be at least 130 sq. inches in area and erected at a height plainly visible from the road right-of-way.

All underground electric cable crossings must be placed in a conduit and be a minimum of 4 feet below the ditch flow lines. Conduit placed beneath a roadway must be steel, HDPE, heavy-duty PVC, or fiberglass if it is designed to withstand roadway loading and is properly protected.

Steel pipelines crossing the right-of-way may be, upon approve of the Commissioner, installed without encasement if the carrier pipe material within the right-of-way is superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be properly protected from corrosion.

Facilities such as water and sanitary sewer lines crossing the county right-of-way shall be encased. Maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic. All conduits shall be sufficient to withstand roadway loadings.

Initial: JB

11. All section corners and $\frac{1}{4}$ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a $\frac{1}{4}$ section corner or 100' of a bridge.

Initial: JB

12. Owners of all facilities shall be responsible, at their own expense, for decommissioning of sites. Roads and right-of-way shall be restored to the original condition or better.

Initial: JB

13. All road crossings shall comply with all Department of Transportation and/or Oklahoma Corporation Commission pipeline safety standards rules and regulations in effect at the time of the permit.

Initial: JB

14. All pipelines made of non-metallic materials must have a tracer wire installed so the pipeline can be located from above the ground.

Initial: JB

15. Above ground water lines are temporary and shall be placed within three (3) feet of fence line or county right-of-way as not to disrupt road maintenance. All temporary water lines shall be marked or identified with a company contact number or sign at every county road crossing.

The type of temporary road crossing, either above the road surface or trenched, are at the discretion of the individual commissioner. Trenched lines shall be at sufficient depth as to not interfere with normal maintenance and shall be removed at applicant's expense. The owner, firm or company requesting the permit for temporary or permanent line(s) shall be responsible for all damages to county roads or right-of-way caused by such installation. Temporary installation permits are for a period of thirty (30) days. A new permit will be required for each thirty (30) day time period.

Initial: JB

16. Any pipe or tin horns to be installed shall be a beveled end at a 45° angle with concrete end treatments. The commissioner shall approve proper diameter of pipe.

Initial: JB

FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore – Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

Open Bond
Petitioner/Contractor Signature

6/29/23
Date

Land Consultant
Title

918-649-7849
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 3rd day of July, 2023.

Pittsburg County District # 3

Company Check# 1375 Date of Check 6/29/23 Amount of Check \$3000.00

COMMISSIONERS COMMENTS/CHANGES:

check covers 24.002, 24.003 + 24.004

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

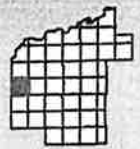


[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

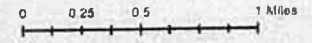
[Signature]
County Clerk



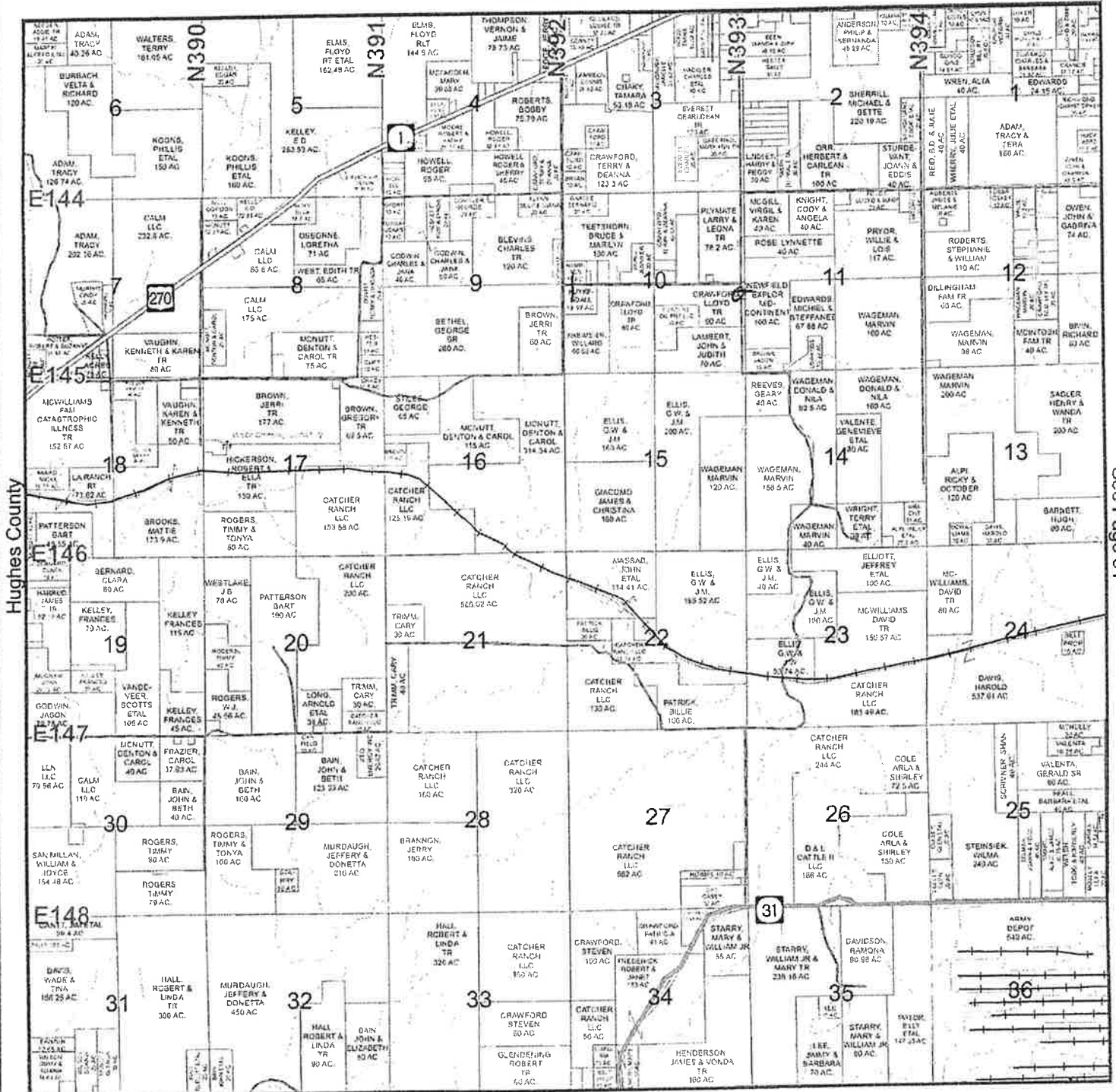
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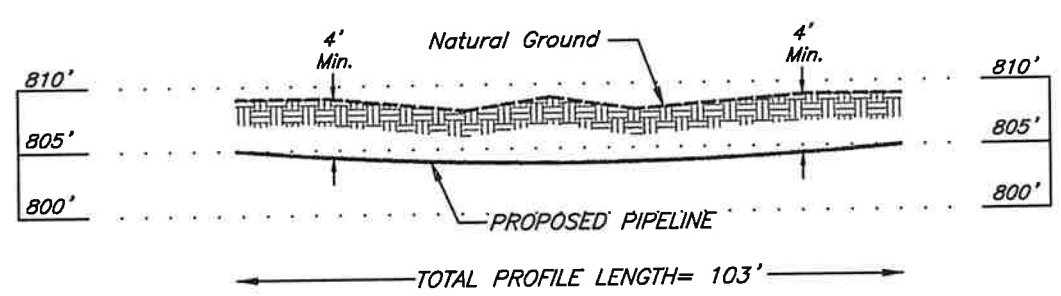
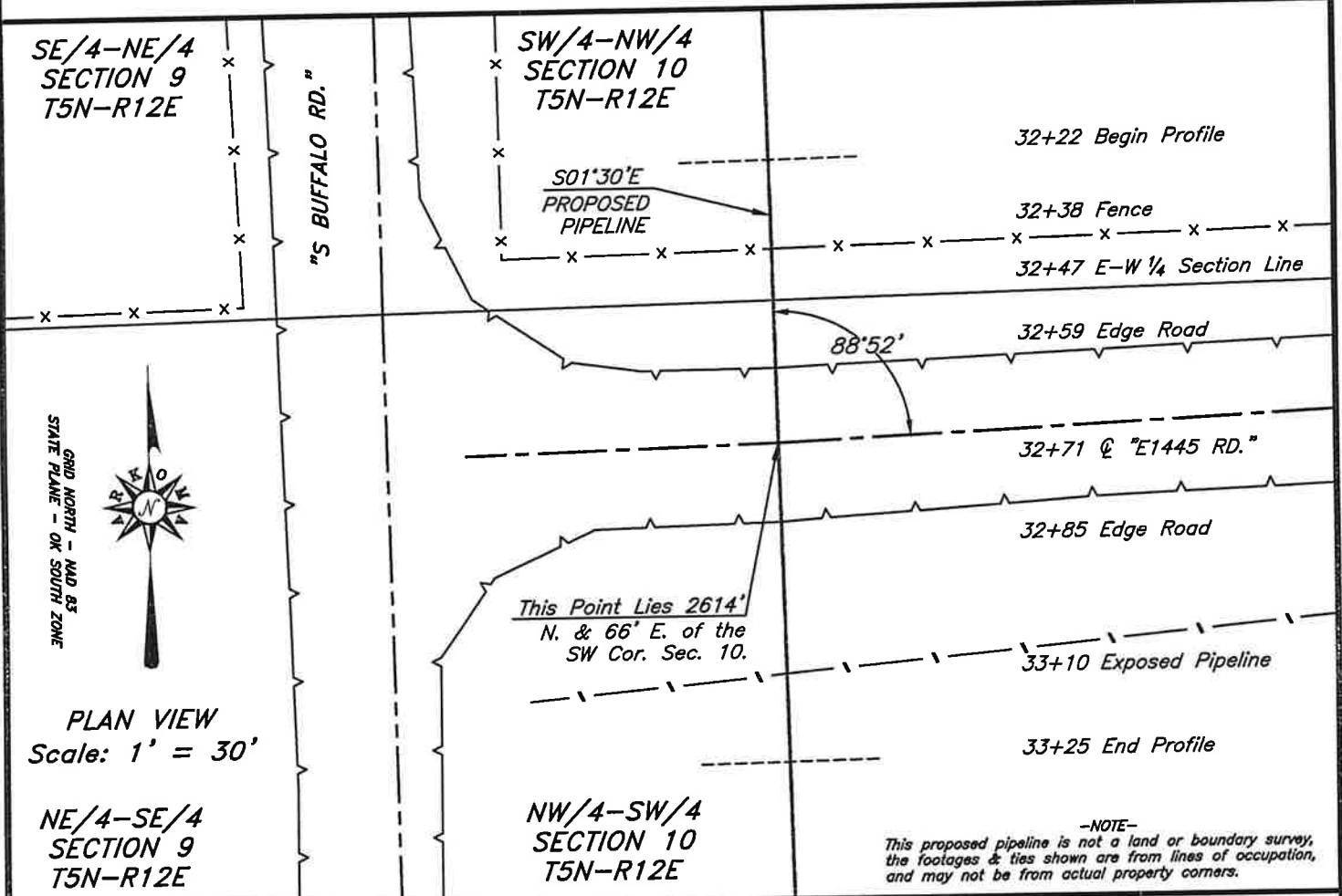


Your Advertisement
Could be here...

Call: Miranda at (405) 379-5280

PLAN AND PROFILE

FOR A PROPOSED 8" POLY SWD PIPELINE CROSSING "E1445 RD."
 IN A PART OF THE SW/4-NW/4 & NW/4-SW/4
 SECTION 10, T5N-R12E, PITTSBURG COUNTY, OKLAHOMA



Note:
 This "Plan and Profile" is for informational purposes only and does not represent any design work for a potential bore, but rather to provide the elevation data for client to decide if a bore is necessary. Please contact Arkoma Surveying and Mapping if a "Bore Design Plat" is needed.

- 32+22, EL.=809'
- 32+38, EL.=809'
- 32+59, EL.=808'
- 32+71, EL.=809'
- 32+85, EL.=808'
- 33+10, EL.=809'
- 33+25, EL.=809'

PROFILE VIEW
 Scales:
 Horizontal: 1" = 30'
 Vertical: 1" = 15'

CERTIFICATION:



STATE OF OKLAHOMA
 COUNTY OF PITTSBURG
 APPLICATION FOR PERMIT
 PUBLIC SERVICE/PIPELINE CROSSING

We, the undersigned, hereby petition the Board of County Commissioners, Pittsburg County, to grant a permit for a public service, pipeline crossing, ingress and egress, or line installation as described below and in accordance with the provisions as listed.

PLEASE PRINT

PUBLIC SERVICE/PIPELINE OWNER NAME: Arkema Water Resources

CONTACT: Joey Bond EMAIL: joejb0070@gmail.com

ADDRESS: 24 E Choctaw Suite 201 PHONE: 918-649-7849

CITY: McAlester STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: J Price Energy Services

CONTACT: Jeremie Whorton EMAIL: jeremie.whorton@jpriceenergy.com

ADDRESS: 19213 W. US Hwy 70 PHONE: 580-980-2238

CITY: Marshall STATE: OK ZIP CODE: 73446

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input checked="" type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input type="checkbox"/> Fresh Water	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer				<input type="checkbox"/> Other:
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a Pipeline along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using Produced Water.

LOCATION

Beginning at 34.92019722 and Cross freeway route S Buffalo Rd
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 0.02 miles South of E 1445 Rd and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.92019444 Embraced in Section 9 Township 5N Range 12E.
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE <u>8"</u> ALLOY/MATERIAL <u>Poly</u> WALL THICKNESS <u>SDR7</u> CONTENTS <u>Produced Water</u> MFG. TEST PRESSURE <u>450 PSI</u> MAX. OPERATING PRESSURE <u>150 PSI</u> WORKING PRESSURE <u>100 PSI</u>	VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____ GAUGE _____ CABLE TYPE _____	DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING
 SIZE 12" ALLOY/MATERIAL Steel WALL THICKNESS 1/2"

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

Does Does Not

fall within any floodplain.

Tawanna Cathey
 Signature, Pittsburg County Floodplain Administrator

(Administrator: Please attach a copy of the floodplain permit and receipt where permit was paid if road crossing is within a floodplain)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

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Initial: JB

- Application for road crossing must be submitted *no later than 5 days before a meeting* of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor shall contact the County Commissioners Office at the completion of crossing for an onsite inspection.

Initial: JB

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

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4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

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Initial: JB

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: JB

8. Relocation - Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

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9. Aerial facilities - Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

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Initial: JB

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(Check must accompany permit)

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Joey Bond
Petitioner/Contractor Signature

6/29/23
Date

Land Consultant
Title

918-649-7849
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 3rd day of July, 2023.

Pittsburg County District # 3

Company Check# 1375 Date of Check 6/29/23 Amount of Check \$3000.00

COMMISSIONERS COMMENTS/CHANGES:

Check for 24.002, 24.003 + 24.004

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk



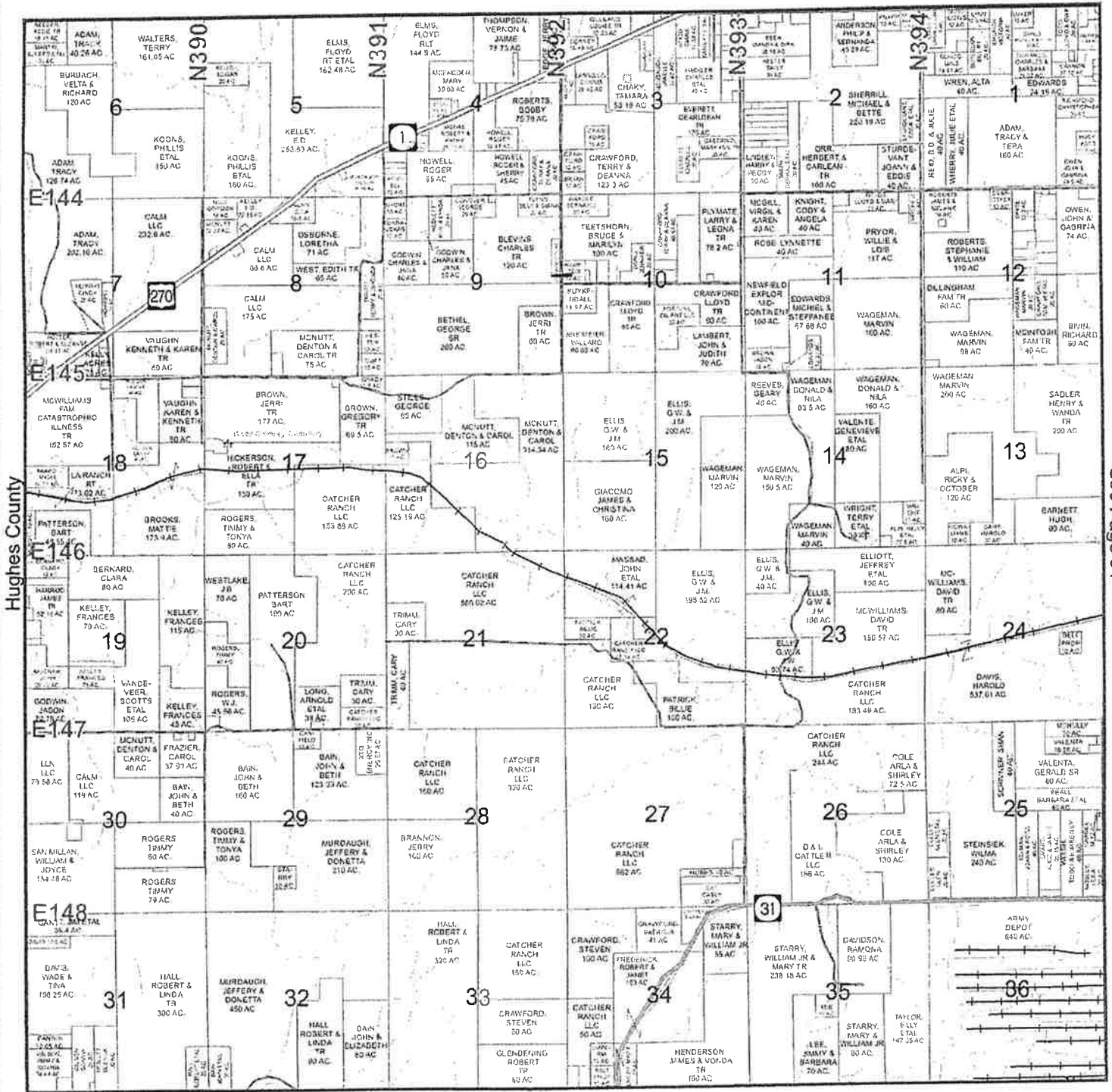
T 5N R 12E

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1:50,000

0 0.25 0.5 1 Miles

See Page 24



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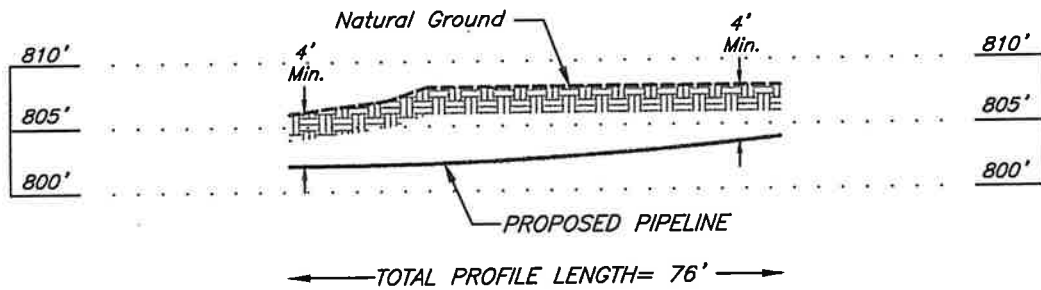
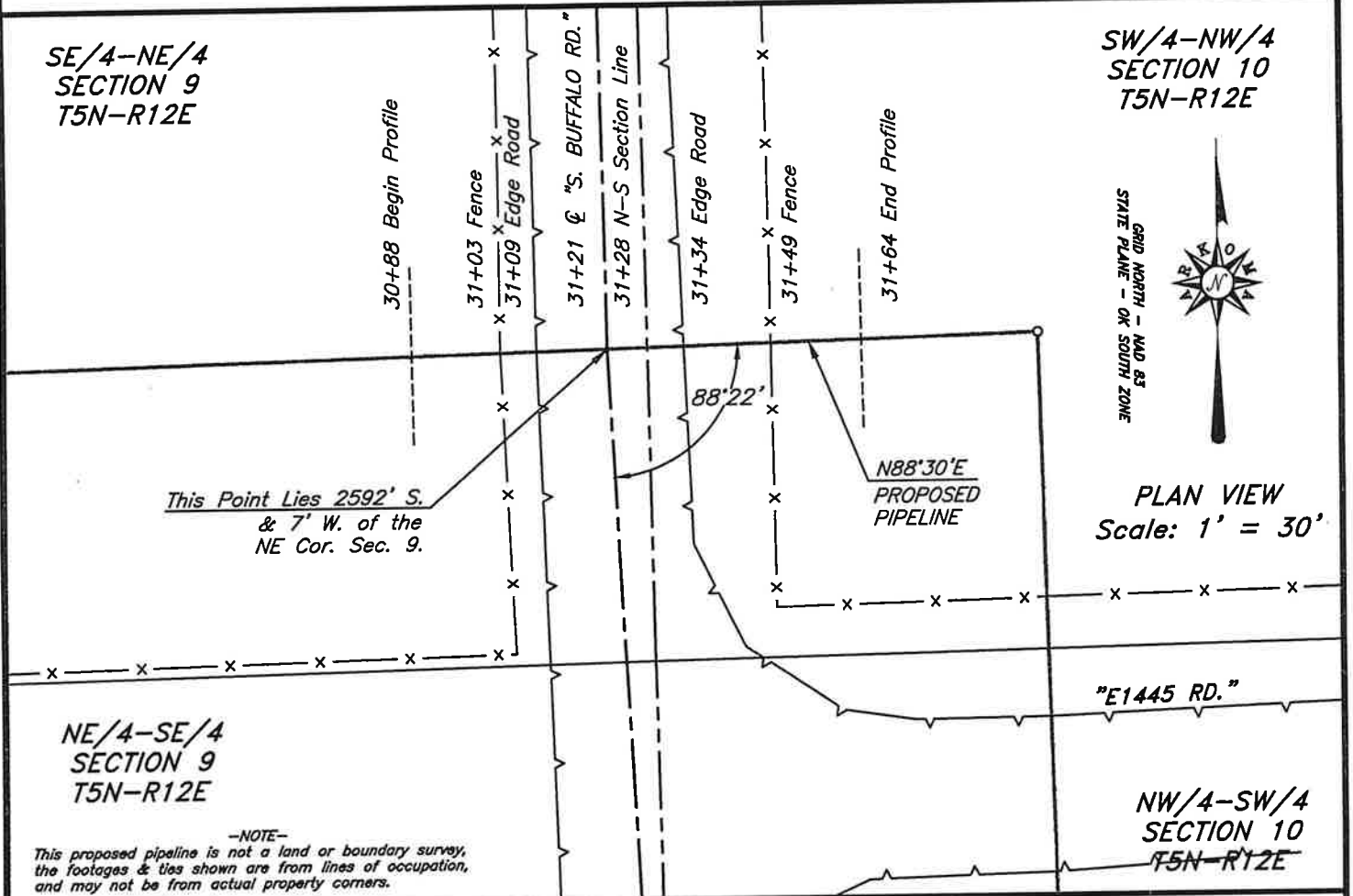


Your Advertisement
Could be here...

Call: Miranda at (405) 379-5280

PLAN AND PROFILE

FOR A PROPOSED 8" POLY SWD PIPELINE CROSSING "S. BUFFALO RD."
 IN A PART OF THE SE/4-NE/4 SECTION 9 & SW/4-NW/4
 SECTION 10, T5N-R12E, PITTSBURG COUNTY, OKLAHOMA



Note:
 This "Plan and Profile" is for informational purposes only and does not represent any design work for a potential bore, but rather to provide the elevation data for client to decide if a bore is necessary. Please contact Arkoma Surveying and Mapping if a "Bore Design Plat" is needed.

- 30+88, EL.=806'
- 31+03, EL.=807'
- 31+09, EL.=808'
- 31+21, EL.=808'
- 31+34, EL.=808'
- 31+49, EL.=808'
- 31+64, EL.=808'

PROFILE VIEW
 Scales:
 Horizontal: 1" = 30'
 Vertical: 1" = 15'

CERTIFICATION:

